



DEC 0 2 2019

CERTIFICATE OF NEED PROGRAM DEPARTMENT OF HEALTH

### Certificate of Need Application Kidney Disease Treatment Facilities

Certificate of Need applications must be submitted with a fee in accordance with Washington Administrative Code (WAC) 246-310-990.

Application is made for a Certificate of Need in accordance with provisions in Revised Code of Washington (RCW) 70.38 and WAC 246-310, rules and regulations adopted by the Washington State Department of Health. I attest that the statements made in this application are correct to the best of my knowledge and belief.

Signature and Title of Responsible Officer	Date: November 29, 2019
Casey Stowell Regional Vice President – Pacific Northwest Fresenius Medical Care	Telephone Number: 503-506-9066
Email Address Casey.Stowell@fmc-na.com	Casey Stowell
Legal Name of Applicant	
Renal Care Group Northwest, Inc. ("RCG")	Estimated capital expenditure:
Address of Applicant	• Relocation: \$7,432,225
20900 SW 115 <sup>th</sup> Ave. Suite 190 Tualatin OR 97062	<ul><li>Expansion: \$203,519</li><li>Total: \$7,635,744</li></ul>
This application is submitted under (check one	box only):
[ ] Concurrent Review Cycle 1 – Special Circ	umstances:
[ ] Concurrent Review Cycle 1 – Nonspecial	Circumstance
[ ] Concurrent Review Cycle 2 – Special Circ	umstances:
[X] Concurrent Review Cycle 2 - Nonspecial	Circumstance
Identify the Planning Area for this project as	defined in WAC 246-310-800(15).

Grays Harbor County Dialysis Planning Area

#### **Project Description:**

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, RCG is requesting a certificate of need to relocate and expand Fresenius Kidney Care Aberdeen ("FKC Aberdeen") by five (5) additional stations. FKC Aberdeen is currently approved to operate sixteen (16) in-center and one (1) isolation station.

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### **List of Exhibits**

- Exhibit 1. Organizational Chart FKC Aberdeen
- Exhibit 2. Facilities Owned and Operated by Fresenius Medical Care Holdings
- Exhibit 3. State Licensing and Certification Entities
- Exhibit 4. Letter of Intent
- Exhibit 5. Single Line Drawing
- Exhibit 6. Charity Care/Indigence Policy
- Exhibit 7A. Patient Admission Policy
- Exhibit 7B. Patient Rights and Responsibilities Policy
- Exhibit 7C. Patient Rights and Responsibilities List
- Exhibit 7D. Patient Acknowledgement of Receipt of Rights and Responsibilities
- Exhibit 8A. Financial Statement—Actuals
- Exhibit 8B. Financial Statement—Forecasts
- Exhibit 8C. Financial Statement—Combined
- Exhibit 9. Medical Director Agreement
- Exhibit 10A. Purchase and Sale Agreement
- Exhibit 10B. Proof of Land Ownership
- Exhibit 10C. Lease Agreement
- Exhibit 10D. Zoning Documentation
- Exhibit 11. Non-Binding Contractor Letter
- Exhibit 12. List of Equipment
- Exhibit 13. Financial Commitment Letter
- Exhibit 14. Audited Financial Statements-Fresenius Medical Care
- Exhibit 15. Transfer Agreement

### **Applicant Description**

1. Provide the legal name(s) and address(es) of the applicant(s)
Note: The term "applicant" for this purpose includes any person or
individual with a ten percent or greater financial interest in the partnership
or corporation or other comparable legal entity.

The legal name of the applicant is Renal Care Group Northwest, Inc. ("RCG"), parent company – Fresenius Medical Care Holdings, Inc ("Fresenius"). The name of the existing facility related to the project is Fresenius Kidney Care Aberdeen ("FKC Aberdeen").

The address of the applicant is:

20900 SW 115th Ave. Suite 190 Tualatin, OR 97062

2. Identify the legal structure of the applicant (LLC, PLLC, etc.) and provide the UBI number.

RCG and its parent company, Fresenius, are for-profit corporations (Inc.). RCG's UBI number is 602096155.

3. Provide the name, title, address, telephone number, and email address of the contact person for this application.

Casey Stowell
Regional Vice President – Pacific Northwest
Fresenius Medical Care
20900 SW 115th Ave. Suite 190
Tualatin, OR 97062
503.507.4967
Casey.Stowell@fmc-na.com

4. Provide the name, title, address, telephone number, and email address of the consultant authorized to speak on your behalf related to the screening of this application (if any).

Frank Fox, PhD.
Health Trends
511 NW 162nd St,
Shoreline, WA 98177
206.366.1550
frankgfox@comcast.net

5. Provide an organizational chart that clearly identifies the business structure of the applicant(s).

RCG is a subsidiary of Fresenius. Exhibit 1 contains a copy of the organizational chart depicting its relationship with RCG and FKC Aberdeen.

6. Identify all healthcare facilities owned, operated by, or managed by the applicant. This should include all facilities in Washington State as well as out-of-state facilities, and should identify the license/accreditation status of each facility.

Fresenius owns and operates facilities throughout the country. Information on these facilities and contact information for the State agencies are included in Exhibits 2 and 3, respectively.

### **Project Description**

1. Provide the name and address of the existing facility.

The name of the existing facility related to the project is Fresenius Kidney Care Aberdeen ("FKC Aberdeen").

The address of the existing facility, FKC Aberdeen, is:

2012 Industrial Pkwy Aberdeen, WA 98520

2. Provide the name and address of the proposed facility. If an address is not yet assigned, provide the county parcel number and the approximate timeline for assignment of the address.

After the relocation, the future address of FKC Aberdeen does not have a specific address at this time. The legal description of the site location is provided below:

Lots 1- 11, inclusive, and Lot 15-22, inclusive, Block 12, RICES ADDITION TO ABERDEEN, City of Aberdeen, Grays Harbor County, Washington.

3. Provide a detailed project description of the proposed project.

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, RCG is requesting CN approval to expand its current CN-approved seventeen<sup>1</sup> (17) station facility, FKC Aberdeen, to a twenty-two (22) station facility, increasing the number of stations in the Grays Harbor County Dialysis Planning Area by five (5) in-center stations.

4. Identify any affiliates for this project, as defined in WAC 246-310-800(1).

This question is not applicable.

5. With the understanding that the review of a Certificate of Need application typically takes 6-9 months, provide an estimated timeline for project implementation, below:

Event	Anticipated Date
Design Complete	July 2020
Construction Commenced	August 2020
Construction Completed	March 2021
Facility Prepared for Survey	May 2021

6. Identify the date the facility is expected to be operational as defined in <u>WAC</u> <u>246-310-800(12)</u>.

The additional stations requested are expected to be operational by May 2021.

-

<sup>&</sup>lt;sup>1</sup> 16 in-center stations and 1 isolation station.

7. Provide a detailed description of the services represented by this project. For existing facilities, this should include a discussion of existing services and how these would or would not change as a result of the project. Services can include but are not limited to: in-center hemodialysis, home hemodialysis training, peritoneal dialysis training, a late shift (after 5:00 pm), etc.

FKC Aberdeen serves patients with end-stage renal disease. FKC Aberdeen offers in-center hemodialysis, home hemodialysis and peritoneal dialysis training and support for dialysis patients, a dedicated isolation area, and a dedicated bed station. FKC Aberdeen also offers an evening shift, beginning after 5 pm, for dialysis patients.

8. Provide a general description of the types of patients to be served by the facility at project completion.

This project requests relocation and expansion of FKC Aberdeen' existing services. Therefore, FKC Aberdeen will continue to serve patients and provide services described above in response #7.

9. Provide a copy of the letter of intent that was already submitted according to WAC 246-310-080.

A copy of the letter of intent is included in Exhibit 4.

10. Provide single-line drawings (approximately to scale) of the facility, both before and after project completion. Reference <u>WAC 246-310-800(11)</u> for the definition of maximum treatment area square footage. Ensure that stations are clearly labeled with their square footage identified, and specifically identify future expansion stations (if applicable)

Please see Exhibit 5 that identifies existing stations and the proposed expansion stations associated with the requested project.

11. Provide the gross and net square feet of this facility. Treatment area and non-treatment area should be identified separately (see explanation above re: maximum treatment area square footage).

Please see Exhibit 5 for single line drawing, including the relevant square footage tables. The square footage for the facility is 10,921 gross square feet and 10,533 net square feet.

12. Confirm that the facility will be certified by Medicare and Medicaid. If this application proposes the expansion of an existing facility, provide the existing facility's Medicare and Medicaid numbers.

**Medicare #:** 502531 **Medicaid #:** 3990694

#### **Certificate of Need Review Criteria**

#### A. Need (WAC 246-310-210)

WAC 246-310-210 provides general criteria for an applicant to demonstrate need for healthcare facilities or services. WAC 246-310-800 through WAC 246-310-833 provide specific criteria for kidney disease treatment center applications. Documentation provided in this section must demonstrate that the proposed facility will be needed, available, and accessible to the community it proposes to serve. Some of the questions below only apply to existing facilities proposing to expand. If this does not apply to your project, so state.

1. List all other dialysis facilities currently operating in the planning area, as defined in WAC 246-310-800(15).

Please see Table 1 below that presents provider(s) with certificate of need approved stations in the Grays Harbor County Dialysis Planning Area.

**Table 1. Grays Harbor County Dialysis Planning Area Providers** 

NAME	Station Count
FKC Aberdeen	16

<sup>\*</sup>Station count excludes 1 isolation station

- 2. Provide utilization data for the facilities listed above, according to the most recent Northwest Renal Network modality report. Based on the standards in <u>WAC 246-310-812(5) and (6)</u>, demonstrate that all facilities in the planning area either:
  - a) have met the utilization standard for the planning area;
  - b) have been in operation for three or more years; or
  - c) have not met the timeline represented in their Certificate of Need application.

Table 2 below presents the utilization reported by Grays Harbor County Dialysis Planning Area provider(s) according to the applicable Northwest Renal Network ("NWRN") modality report (June 30, 2019).

Table 2. Grays Harbor County Dialysis Planning Area Provider Utilization – 2Q2019

Facility	Number of Stations	06/30/19 Number of Patients Per Quarterly In- Center Data	06/30/19 Patients/ Station
FKC Aberdeen	16	89	5.56

<sup>\*</sup>Station count excludes 1 isolation station

Source: Northwest Renal Network Modality Reports, 06/30/19

As demonstrated in Table 2, FKC Aberdeen is above the 4.5 occupancy standard.

3. Complete the methodology outlined in <u>WAC 246-310-812</u>. For reference, copies of the <u>ESRD Methodology</u> for every planning area are available on our website. Please note, under <u>WAC 246-310-812(1)</u>, applications for new stations may only address projected station need in the planning area where the facility is to be located, <u>unless</u> there is no existing facility in an adjacent planning area. If this application includes an adjacent planning area, station need projections for each planning area must be calculated separately.

In-center dialysis station need was determined by applying the five-step methodology set forth in WAC 246-310-812. The specific methodology applied to the Grays Harbor County Dialysis Planning Area is detailed below:

### Step (a) Determine the Type of Regression Analysis to be Used

Determine the type of regression analysis to be used to project resident in-center station need by calculating the annual growth rate in the planning area using the end-of-year number of resident in-center patients for each of the previous six consecutive years, concluding with the base year.

- (i) If the planning area has experienced less than six percent growth in any of the previous five annual changes calculations, use linear regression to project station need; or
- (ii) If the planning area has experienced six percent or greater growth in each of the previous five annual changes, use nonlinear (exponential) regression to project station need.

Table 3 details the year-end number of in-center hemodialysis patients in the Grays Harbor County Dialysis Planning Area. As Table 3 demonstrates, growth between previous years 2017-2018 was less than 6%. As such, a linear regression is to be used to project station need.

Table 3. Grays Harbor County Dialysis Planning Area Year-End Resident In-Center Hemodialysis Patients and Annual Rate of Change from Prior Year 2013-2018.

Year	2013	2014	2015	2016	2017	2018
Number of Patients	57	66	77	82	83	79
Rate of Change from Prior Year		15.79%	16.67%	6.49%	1.22%	-4.82%

Source: Northwest Renal Network Modality Reports. Please see also https://www.doh.wa.gov/Portals/1/Documents/Pubs/KDGraysHarbor.pdf

### Step (b) Project the Number of Resident In-Center Patients

Project the number of resident in-center patients in the projection year using the regression type determined in (a) of this subsection. When performing the regression analysis use the previous five consecutive years of end-of-year data concluding with the base year.

Per WAC, the projection year for dialysis station need is defined as the fifth year after the base year. The base year is defined as the most recent calendar year for which December 31 data is available as of the first day of the application submission period from the *Northwest Renal Network's Modality Report*. In this case, the base year is 2018 and the projection year is 2023.

Accordingly, Table 4 details the number of projected in-center patients in the Grays Harbor County Dialysis Planning Area in the years 2019 – 2023 using a linear regression.

Table 4. Grays Harbor County Dialysis Planning Area Projected Year-End Resident In-Center Hemodialysis Patients. Linear Projection.

Year	2019	2020	2021	2022	2023
Number of Patients	87	90	93	97	100

Source: Applicant. Please see also

https://www.doh.wa.gov/Portals/1/Documents/Pubs/KDGraysHarbor.pdf

### Step (c) Determine the Number of Dialysis Stations Needed

Determine the number of dialysis stations needed to serve resident in-center patients in the planning area in the projection year by dividing the result of (b) of this subsection by the appropriate resident in-center patient per station number from subsection (3) of this section. In order to assure access, fractional numbers are rounded up to the nearest whole number.

As noted above, the projection year is 2023. For the Grays Harbor County Dialysis Planning Area, the appropriate resident in-center patient per station number is 4.8. Assuming 100 patients in 2023 (step b), dividing by 4.8 and rounding up yields twenty-one (21) total stations needed in 2023.

### Step (d) Determine Net Station Need

To determine the net station need for a planning area, subtract the number calculated in (c) of this subsection from the total number of certificate of need approved stations located in the planning area. This number does not include the one department recognized exempt isolation station defined in WAC 246-310-800(9). For example, a kidney dialysis facility that is certificate of need approved and certified for eleven stations would subtract the one exempt isolation station and use ten stations for the methodology calculations.

Subtracting existing stations from 2023 need identifies a net station need of five (5) stations.

Table 5. Grays Harbor County. Analysis of Current Supply vs. Net Station Need

	Stations
FKC Aberdeen	16
Total Supply	16
2023 Projected Need	21
Net Station Need	5

Source: Applicant. Please see also

 $\underline{https://www.doh.wa.gov/Portals/1/Documents/Pubs/KDGraysHarbor.pdf}$ 

4. For existing facilities, provide the facility's historical utilization for the last three full calendar years.

Table 6. FKC Aberdeen Historical Utilization.

	CY2016	CY2017	CY2018	YTD2019 (Jan-Aug
Total in-center stations	15*	15*	16	16
Total in-center patients	77	78	84	88
Total in-center treatments	11,479	11,401	12,109	8,563
Total home patients	9	9	10	13
Total home treatments	1,340	1,269	1,612	1,585

<sup>\*</sup>Prior to the one-time isolation exemption administration adjustment in 2018, FKC Aberdeen was only CN-approved to operate fifteen non-isolation (i.e. general in-center or bed) stations.

5. For existing facilities proposing to add one or two stations under <u>WAC 246-310-818</u>, provide the facility's historical utilization data for the most recent six months preceding the letter of intent period. This data should be acquired from the Northwest Renal Network.

This project is not requesting approval for Special Circumstance +1/2 expansion. Therefore, this question is not applicable.

Provide projected utilization of the proposed facility for the first three full years of operation. For existing facilities, also provide the intervening years between historical and projected. Include all assumptions used to make these projections.

Table 7 below presents the projected utilization at FKC Aberdeen. Given the five additional station is anticipated to become operational by May 2021, the first full year of operation will be CY2022.

Table 7. FKC Aberdeen Utilization Forecast, 2019 - 2024

	Dec 2019	2020	Jan to Apr 2021	May to Dec 2021	Full Year 1 (2022)	Full Year 2 (2023)	Full Year 3 (2024)
Total CN- approved in- center stations	16	16	16	21	21	21	21
Total in- center patients	88	88	88	98	102	105	108
Total in- center treatments	1,056	12,760	4,283	9,408	14,688	15,120	15,552
Total home patients	13	13	15	15	16	17	18

<sup>\*\*</sup>Station count excludes 1 isolation station. Any patients included in table above requiring medically necessary isolation had access to Aberdeen's one isolation room.

Total home	156	1,885	730	1,440	2,304	2,448	2,592
treatments	100	1,000	700	1,440	2,004	2,440	2,002

<sup>\*</sup>Station count excludes 1 isolation station. Any patients included in table above requiring medically necessary isolation will have access to Aberdeen's one isolation room.

### **Utilization Forecast Methodology**

Please see below for a description of the methodology used to construct the in-center and home patient projections. It is assumed the number of treatments per patient is 144 treatments per year.

#### **In-Center Patients**

The time periods preceding project completion are based on the YTD2019 (January to August) patient counts given the existing facility is at full capacity. Incremental growth for in-center patient is assumed when the new stations become operational (May 2021) and is based on the incremental growth featured in step (b) of the need methodology which is added to the 4Q2018 FKC Aberdeen volumes.

#### Home Patients

The home projections incorporate a similar approach used in step (b) in the Department's need methodology for in-center patient demand, but with various modifications including (1) tailoring analysis to home patients, not in-center, (2) only using Aberdeen historical patient counts, and (3) using the historical time period of 2016-YTD2019, not the previous five years. Therefore, the projected number of home patients at Aberdeen is based on linear regression analysis using the previous 2016-YTD2019 average home patient counts at Aberdeen that is then projected out throughout the relevant forecast periods.

### 7. For existing facilities, provide patient origin zip code data for the most recent full calendar year of operation.

Table 8. FKC Aberdeen Patient Origin, 2018

ZIPCODE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
76227										1		
86426										1		
91304				1								
96080							1	1				
98092										1		
98104	1											
98125					1	1	1	1	1			
98387										1		
98404												1
98501				1	1	1	1	1	1	1	1	1
98520	26	27	28	29	29	29	27	27	28	28	28	29
98537	3	3	3	3	3	3	3	3	2	2	2	2
98541	11	11	11	11	10	12	11	10	10	10	11	12
98547	2	1	1	1	1	1	1	1	1	2	3	3
98550	16	17	18	18	18	19	20	20	17	19	19	19
98557					1	1	1	1				

98562	1	1										
98563	7	7	7	7	7	7	8	9	8	8	8	8
98569	7	7	7	6	8	8	8	8	9	7	9	9
98571	1	1	1	1	1	1	1	1	1	1		
98577	10	9	7	7	7	7	7	6	6	8	8	7
98583	1	1	2	2	2	2	2	2	2	2	1	1
98586											1	1
98587	1	1	1	1	1	1	1					
98595	5	5	5	6	5	6	5	5	5	5	4	4
99205								1				

8. Identify any factors in the planning area that could restrict patient access to dialysis services. WAC 246-310-210(1), (2).

Patient access is critical to improving the health and quality of life of our patients. But patient access is multi-faceted and not simply represented by the aggregate number of stations available. Patients require access to the specific treatment modality and convenient hours of operation that meet their individual clinical and personal needs. Further, continuity of care with the same physician and dialysis care team is often integral to addressing patients' care need.

Patients with limited financial means also face additional barriers to care due to the financial burden of out-of-pocket expenses. However, RCG strives to address this issue for our patients when needed by providing charity in our Washington facilities. A copy of our charity care policy is contained in Exhibit 6.

 Identify how this project will be available and accessible to low-income persons, racial and ethnic minorities, women, mentally handicapped persons, and other under-served groups. <u>WAC 246-310-210(2)</u>

All individuals identified as needing dialysis services will continue having access to FKC Aberdeen. FKC Aberdeen's admission policies prohibits discrimination on the basis of race, income, ethnicity, sex or handicap. A copy of the admission policy is contained in Exhibit 7.

A copy of our charity care policy is contained in Exhibit 6.

10. If this project proposes either a partial or full relocation of an existing facility, provide a detailed discussion of the limitations of the current site consistent with WAC 246-310-210(2).

The relocation is necessitated by the need to move from a flood plain area.

11. If this project proposes either a partial or full relocation of an existing facility, provide a detailed discussion of the benefits associated with relocation consistent with <u>WAC 246-310-210(2)</u>.

The proposed relocation clinic will be located in a building that has far superior patient access, and will provide the most state-of-the-art levels of patient care. Key advantages include the following:

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

### 12. Provide a copy of the following policies:

- Admissions policy
- Charity care or financial assistance policy
- Patient Rights and Responsibilities policy
- Non-discrimination policy
- Any other policies directly associated with patient access (example, involuntary discharge)

Please find attached as exhibits the following documents:

- Exhibit 6. Charity Care/Indigence Policy
- Exhibit 7A. Patient Admission Policy
- Exhibit 7B. Patient Rights and Responsibilities Policy
- Exhibit 7C. Patient Rights and Responsibilities List
- Exhibit 7D. Patient Acknowledgement of Receipt of Rights and Responsibilities

### B. Financial Feasibility (WAC 246-310-220)

Financial feasibility of a dialysis project is based on the criteria in <u>WAC 246-310-220</u> and WAC 246-310-815.

- Provide documentation that demonstrates the immediate and long-range capital and operating costs of the project can be met. This should include but is not limited to:
  - Utilization projections. These should be consistent with the projections provided under the Need section. Include all assumptions.
  - Pro Forma financial projections for at least the first three full calendar years of operation. Include all assumptions.
  - For existing facilities proposing a station addition, provide historical revenue and expense statements, including the current year. Ensure these are in the same format as the pro forma projections. For incomplete years, identify whether the data is annualized.

Please see Exhibit 8A for historical FKC Aberdeen expense and revenue statements. Exhibit 8B includes the required pro forma financial statements. Exhibit 8B also provides key financial pro forma assumptions and sources of information used to prepare the projections, including staffing and salaries, wages, and benefits assumptions.

Utilization projections, including the assumptions used to derive the forecasts, are presented and discussed in Table 7 above and surrounding text.

- 1. Provide the following agreements/contracts:
  - Management agreement.
  - Operating agreement
  - Medical director agreement
  - Development agreement
  - Joint Venture agreement

Note, all agreements above must be valid through at least the first three full years following completion or have a clause with automatic renewals. Any agreements in draft form must include a document signed by both entities committing to execute the agreement as submitted following CN approval.

A medical director agreement is included in Exhibit 9. All other agreements listed above are not applicable to the current request.

2. Provide documentation of site control. This could include either a deed to the site or a lease agreement for the site. If a lease agreement is provided, the terms must be for at least five years following project completion.

Included in Exhibit 10A is the signed purchase and sale agreement between Aberdeen Renal Construction LLC (PURCHASER) and New Harbor Enterprises LLC (SELLER). Exhibit 10B

contains property information from the Grays Harbor County Assessor's Office indicating New Harbor Enterprises LLC (SELLER) was the current owner, prior to the purchase and sale agreement, of the eight parcels<sup>2</sup> that collectively correspond to the legal description<sup>3</sup> of the site. Included in Exhibit 10C is a copy of the lease agreement for FKC Aberdeen between RCG (TENANT) and Aberdeen Renal Construction LLC (LANDLORD).

3. Provide county assessor information and zoning information for the site. If zoning information for the site is unclear, provide documentation or letter from the municipal authorities showing the proposed project is allowable at the identified site.

Please see Exhibit 10D for zoning documentation.

4. Complete the table below with the estimated capital expenditure associated with this project. Capital expenditure for the purposes of dialysis applications is defined under <a href="WAC 246-310-800(3">WAC 246-310-800(3)</a>). If you have other line items not listed below, include the definition of the line item. Include all assumptions used to create the capital expenditure estimate.

Table 9. FKC Aberdeen Capital Expenditures, by Type

RELOCATION						
Item	Fresenius	Landlord	Total			
a. Land Purchase		\$1,110,000	\$1,110,000			
b. Utilities to Lot Line						
c. Land Improvements		\$2,886,091	\$2,886,091			
d. Building Purchase						
e. Residual Value of Replaced Facility						
f. Building Construction	\$1,908,466		\$1,908,466			
g. Fixed Equipment (not already included in the construction contract)	\$260,516		\$260,516			
h. Movable Equipment	\$139,570		\$139,570			
i. Architect and Engineering Fees	\$162,884	\$185,559	\$348,443			
j. Consulting Fees		\$122,562	\$122,562			
k. Site Preparation						
I. Supervision and Inspection of Site		\$120,000	\$120,000			
m. Any Costs Associated with Securing the		\$354,228	\$354,228			
Sources of Financing (include interim interest						
during construction)						
n. Washington Sales Tax						
1. Building	Included in					
	line item f		1			

 $<sup>^2</sup>$  026401201700, 026401201500, 026401200101, 026401200102, 026401202100, 026401200900, 026401200700 and 026401201900

<sup>&</sup>lt;sup>3</sup> Lots 1- 11, inclusive, and Lot 15-22, inclusive, Block 12, RICES ADDITION TO ABERDEEN, City of Aberdeen, Grays Harbor County, Washington

Fixed Equipment	\$23,264		\$23,264
3. Movable Equipment	\$12,464		\$12,464
o. Other Project Costs			
Permits/fees			
Real estate commission		\$146,620	\$146,620
Other legal fees			
Total Estimated Capital Expenditure	\$2,507,165	\$4,925,060	\$7,432,225

EXPANSION						
Item	Fresenius	Landlord	Total			
a. Land Purchase						
b. Utilities to Lot Line						
c. Land Improvements		\$108,909	\$108,909			
d. Building Purchase						
e. Residual Value of Replaced Facility						
f. Building Construction	\$72,018		\$72,018			
g. Fixed Equipment (not already included in the construction contract)	\$9,831		\$9,831			
h. Movable Equipment	\$5,267		\$5,267			
i. Architect and Engineering Fees	\$6,147		\$6,147			
j. Consulting Fees						
k. Site Preparation						
I. Supervision and Inspection of Site						
m. Any Costs Associated with Securing the						
Sources of Financing (include interim interest						
during construction)						
n. Washington Sales Tax						
1. Building	Included in line item f					
Fixed Equipment	\$878		\$878			
Movable Equipment	\$470		\$470			
o. Other Project Costs						
Permits/fees						
Real estate commission						
Other legal fees						
Total Estimated Capital Expenditure	\$94,610	\$108,909	\$203,519			

TOTAL			
Item	Fresenius	Landlord	Total
a. Land Purchase		\$1,110,000	\$1,110,000
b. Utilities to Lot Line			
c. Land Improvements		\$2,995,000	\$2,995,000
d. Building Purchase			
e. Residual Value of Replaced Facility			

f. Building Construction	\$1,980,484		\$1,980,484
g. Fixed Equipment (not already included in the	\$270,347		\$270,347
construction contract)			
h. Movable Equipment	\$144,837		\$144,837
i. Architect and Engineering Fees	\$169,031	\$185,559	\$354,590
j. Consulting Fees		\$122,562	\$122,562
k. Site Preparation			
I. Supervision and Inspection of Site		\$120,000	\$120,000
m. Any Costs Associated with Securing the		\$354,228	\$354,228
Sources of Financing (include interim interest			
during construction)			
n. Washington Sales Tax			
1. Building	Included in		
-	line item f		
Fixed Equipment	\$24,142		\$24,142
3. Movable Equipment	\$12,934		\$12,934
o. Other Project Costs			
Permits/fees			
Real estate commission		\$146,620	\$146,620
Other legal fees			
Total Estimated Capital Expenditure	\$2,601,775	\$5,033,969	\$7,635,744

5. Identify the entity responsible for the estimated capital costs identified above. If more than one entity is responsible, provide breakdown of percentages and amounts for all.

Please see the tables included under Table 9 above. A breakdown of percentages by responsible party is provided below.

- Relocation: Fresenius 33.7% and Landlord 66.3%
- Expansion: Fresenius 46.5% and Landlord 53.5%
- TOTAL: Fresenius 34.1% and Landlord 65.9%
  - 6. Provide a non-binding contractor's estimate for the construction costs for the project.

Please see Exhibit 11.

7. Provide a detailed narrative regarding how the project would or would not impact costs and charges for services. <u>WAC 246-310-220</u>.

This project has no impact on either charges or payment, as reimbursement for kidney dialysis services is based on a prospective composite per diem rate. In the case of government payers, reimbursement is based on CMS (Center for Medicaid and Medicare) fee schedules which have nothing to do with capital expenditures by providers such as Fresenius. In the case of private sector payers, Fresenius negotiates national, state, and regional contracts with payers. These

negotiated agreements include consideration/negotiation over a number of variables, including number of covered lives being negotiated; the provider's accessibility, including hours of operation; quality of care; the provider's patient education and outreach; its performance measures such as morbidity and/or mortality rates; and increasingly, consideration of more broad performance/quality measures, such as the CMS Quality Incentive Program ("QIP") Total Performance Score ("TPS").4

Fresenius does not negotiate any of its contracts at the facility-level, thus, the capital costs associated with the proposed FKC Aberdeen project would have no impact on payer negotiations or levels of reimbursement. In this regard, facility-level activities, such as number of FTEs, operating expenses or capital expenditures have no effect on negotiated rates, since such negotiations do not consider facility-level operations. As such, the proposed FKC Aberdeen project will have no effect on rates Fresenius would receive in the Grays Harbor County Dialysis Planning Area.

8. Provide documentation that the costs of the project, including any construction costs, will not result in an unreasonable impact on the costs and charges for health services in the planning area. <u>WAC 246-310-220</u>.

See our response above for an explanation of the basis for Fresenius reimbursement. As described above, Fresenius does not negotiate any of its contracts at the facility-level, thus, the capital costs associated with the proposed FKC Aberdeen project will have no impact on payer negotiations or levels of reimbursement.

As a follow-up to this question regarding impacts on costs, charges and reimbursement, and what elements make up reimbursement, which is what the question focuses on, it should be noted that CMS has implemented QIP with the express purpose of linking payment for care directly to providers' performance on quality of care measures.<sup>5</sup> Over time, all payers will adapt some or all of these same standards, and will increasingly tie reimbursement to TPS measures.

9. Provide the projected payer mix by revenue and by patients using the example table below. If "other" is a category, define what is included in "other."

Table 10. FKC Aberdeen Dialysis Center, Projected Payer Mix, by Revenue and by Patient

Payor Class	Mix Based on Treatments	Mix based on Revenue
Medicare	83.8%	52.6%
Commercial	3.8%	38.9%

<sup>&</sup>lt;sup>4</sup> Please see: http://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/ESRDQIP/

<sup>&</sup>lt;sup>5</sup> As stated on the CMS website, referenced above, the ESRD QIP will reduce payments to ESRD facilities that do not meet or exceed certain performance standards. The maximum payment reduction CMS can apply to any facility is two percent. This reduction will apply to all payments for services performed by the facility receiving the reduction during the applicable payment year (PY). Payment reductions result when a facility's overall score on applicable measures does not meet established standards. CMS publicly reports facility ESRD QIP scores; these scores are available online on Dialysis Facility Compare.

Medicaid	2.3%	1.2%
Medicare Adv	1.0%	0.7%
Medicaid Risk	5.8%	3.7%
Misc. Ins	3.2%	2.5%
Self Pay	0.0%	0.2%
Old Revenue Accounts	0.0%	0.2%
TOTAL	100%	100%

<sup>\*</sup>Based on FKC Aberdeen CY2018 actuals.

10. If this project proposes the addition of stations to an existing facility, provide the historical payer mix by revenue and patients for the existing facility. The table format should be consistent with the table shown above.

The project's projected payer mix is based on FKC Aberdeen's CY2018 actuals. Therefore, the historical payer mix is reported in Table 10 above.

11. Provide a listing of all new equipment proposed for this project. The list should include estimated costs for the equipment. If no new equipment is required, explain.

Please see Exhibit 12 for a list of new equipment.

12. Identify the source(s) of financing (loan, grant, gifts, etc.) and provide supporting documentation from the source. Examples of supporting documentation include: a letter from the applicant's CFO committing to pay for the project or draft terms from a financial institution.

If this project will be debt financed through a financial institution, provide a repayment schedule showing interest and principal amount for each year over which the debt will be amortized. <u>WAC 246-310-220</u>

RCG will use existing reserves from its parent company, Fresenius, to fund this project. Exhibit 13 includes a letter from Mr. Mark Fawcett, Senior Vice President and Treasurer, attesting to the availability of funds and a commitment to this project

13. Provide the applicant's audited financial statements covering at least the most recent three years. <u>WAC 246-310-220</u>

Audited financial statements for Fresenius, the parent company, are included in Exhibit 14.

### C. Structure and Process (Quality) of Care (WAC 246-310-230)

1. Provide a table that shows FTEs [full time equivalents] by category for the proposed facility. If the facility is currently in operation, include at least the last three full years of operation, the current year, and the first three full years of operation following project completion. There should be no gaps in years. All staff categories should be defined.

Historical and projected FTE staffing, by position and clinical setting, is provided below in Table 11.

Table 11. FKC Aberdeen, Historical and Proposed Staffing, by FTE and Position

Productive FTEs, by Type	Current (2019)	May - Dec 2021	2022	2023	2024
In-Center FTE's	(2013)	2021	LULL	2023	2024
Facility Administrator	1.0	1.0	1.0	1.0	1.0
Outpatient RN	5.0	5.0	5.1	5.3	5.4
Patient Care Technician	12.0	12.3	12.8	13.1	13.5
Equipment Technician	1.0	1.0	1.0	1.0	1.0
Social Worker	1.0	1.0	1.0	1.0	1.0
Dietitian	1.0	1.0	1.0	1.0	1.0
Secretary	1.0	1.0	1.0	1.0	1.0
Home Manager	0.5	0.5	0.5	0.5	0.5
Home RN	3	3.0	3.0	3.0	3.0
Total	25.5	25.8	26.4	26.9	27.4

Source: Applicant

### 2. Provide the assumptions used to project the number and types of FTEs identified for this project.

Information and assumptions used to prepare Table 11 include:

- The wage and salary figures are based on FKC Aberdeen current actuals. They are held constant over the forecast period.
- It is assumed a FTE ("full time equivalent") employee works 2,080 hours per year.
- Non-productive hours are estimated at 10% of productive hours, based on FMC experience.
- Benefits are calculated at 36.2% of wages and salaries based on FKC Aberdeen CY2018 actuals.
- The staff to patient ratio matrix below was used to construct minimum FTE counts for the projection years based on future patient counts presented in Table 7.

	Staff to Patient Ratios (FTE Staff)
PCT (1)	1:8

RN (2)	1:20
Equipment	1:125
Technician (3)	
Social Worker (3)	1:125
Dietician (3)	1:125
Secretary (3)	1:125
Nurse Manager (4)	1

- (1) A PCT works two shifts of patients each day, with 4 patients per shift.
- (2) A RN works two shifts of patients per day, with 10 patients per shift.
- (3) These FTEs are staffed based on staff-to-patient ratios identified in the table.
- (4) The Center for Medicare and Medicaid ("CMS") requires that a dialysis facility be staffed with one FTE manager, irrespective of size of the facility or number of patients.

### 3. Identify the salaries, wages, and employee benefits for each FTE category.

Salary and benefit information, by FTE category and clinical setting, is contained in the pro forma financials (Exhibit 8B).

4. Provide the name and professional license number of the current or proposed medical director. If not already disclosed under 210(1) identify if the medical director is an employee or under contract.

FKC Aberdeen contracts with Niranjan Sivakumar, MD for medical director services. Dr. Sivakumar's professional license number is MD60661919. A copy of the Medical Director agreement is included in Exhibit 9.

5. Identify key staff, if known. (nurse manager, clinical director, etc.)

FKC Aberdeen employs Kandy Collins as its Director of Operations.

6. For existing facilities, provide names and professional license numbers for current credentialed staff.

Please see Table 12 below.

Table 12. Names and License Numbers of Current Staff at FKC Aberdeen

Name	License Number	License Name (Type)
Anderson,Tracy L		PCT-Trainee
Arias, Tiffany Star		Cert Clinical Hemo Tech
Bailey, Nichole E		PCT-Trainee
Barnes,Julie	201325	Cert Clinical Hemo Tech
Causey,Jennifer	RN60865750	Registered Nurse
Collins,Lesliann P		Cert Clinical Hemo Tech

Creighton-Caraway,Mathieu	RN60399245	Registered Nurse
Dawson,Kylie Lynn	RN60764947	Registered Nurse
Graham, Nicole Renee		Cert Clinical Hemo Tech
Green,Amber L		Cert Clinical Hemo Tech
Gutierrez, Claudia	SC60507176	Lic Independent Social Worker
Henke,Lindsey C		Cert Clinical Hemo Tech
Honeycutt, Allena Ann		PCT-Trainee
Jandu,Harvinder Kaur	RN60532838	Registered Nurse
Kalenius,Kathryn Nicole		Cert Clinical Hemo Tech
Keighley, Debra Eilene		PCT-Trainee
Kolar, Diana M	HT60364882	Cert Clinical Hemo Tech
Mcdonald,Marissa R		Cert Clinical Hemo Tech
Mcfadden,Joseph	RN60481800	Registered Nurse
Murdoch, Alexandra Shea	0000001	Certified Hemodialysis Tech
Neeley, Nicholas A	RN60765764	Registered Nurse
Pierpoint,Debra Anne		Cert Clinical Hemo Tech
Poole,Kathy	RN60900748	Registered Nurse
Pruett,Danesha S		Cert Clinical Hemo Tech
Rosario, Giovanna Marie	DI60875793	Registered Dietitian
Rouska, Ashlee Nicole		PCT-Trainee
Russo,Misty	RN60297509	Registered Nurse
Thornhill,Bree Rae		PCT-Trainee
Vordahl,Kimberly Jeanne		Cert Clinical Hemo Tech

## 7. Describe your methods for staff recruitment and retention. If any barriers to staff recruitment exist in the planning area, provide a detailed description of your plan to staff this project.

FKC Aberdeen is an operational dialysis facility, which is staffed with qualified clinical and support personnel. Table 11 provides the number of current and proposed FTEs, by type. By virtue of our geographic location, any additional staff would be expected to principally come from Grays Harbor County as well as from neighboring counties in the region. To be effective in staff recruitment and retention, RCG offers competitive wage and benefit packages. Further, to ensure that we have adequate staff across all our facilities in Washington, we have built a local float pool of WA Licensed Patient Care Techs and RN's to ensure we have coverage for patient care. Fresenius also has an internal staffing agency, Fresenius Travel, in which we can request assistance. We also have the capability of using outside staffing agencies to fill critical needs.

8. Provide a listing of proposed ancillary and support agreements for the facility. For existing facilities, provide a listing of the vendors.

Please see Table 13 below.

Table 13. List of ancillary and support agreements for FKC Aberdeen

Vendor Name	Service Provided
City Wide Janitorial	Janitorial services
Grays Harbor Transit	Transit services for patients
Terminix	pest control
Superior Builders	Building maintenance
Stericycle	Medical waste management/disposal services
Spectra	Routine laboratory tests
Grays Harbor/PAML (Pacific Associates Medical Laboratory)	STAT lab tests
Cintas	Employee gowns and janitorial supplies
Clover Park Technical College	student training programs
Local public utility companies	Water, gas, internet, electricity, etc.

9. For existing facilities, provide a listing of ancillary and support service vendors already in place.

Please see our response above for a list of ancillary and support service vendors already in place.

10. For new facilities, provide a listing of ancillary and support services that will be established.

FKC Aberdeen is an existing facility. Therefore, this question is not applicable.

11. Provide a listing of ancillary and support services that would be provided on site and those provided through a parent corporation off site.

All patient care and support services except senior management, financial, legal, planning, marketing, architectural/construction and research and development are provided on-site at each clinic.

12. Identify whether any of the existing ancillary or support agreements are expected to change as a result of this project.

There are no anticipated changes to the existing ancillary or support agreements as a result of this project.

13. If the dialysis center is currently operating, provide a listing of healthcare facilities with which the dialysis center has working relationships.

There are no anticipated changes as a result of this project.

14. For new a new facility, provide a listing of healthcare facilities that the dialysis center would establish working relationships.

FKC Aberdeen is an existing facility. Therefore, this question is not applicable.

15. Provide a copy of the existing or proposed transfer agreement with a local hospital.

See Exhibit 15 for FKC Aberdeen's transfer agreement with Providence St. Peter Hospital.

16. Clarify whether any of the existing working relationships would change as a result of this project.

There are no anticipated changes expected as a result of this project.

17. Fully describe any history of the applicant\_concerning the actions noted in Certificate of Need rules and regulations <a href="WAC 246-310-230(5)(a)">WAC 246-310-230(5)(a)</a>. If there is such history, provide documentation that the proposed project will be operated in a manner that ensures safe and adequate care to the public to be served and in conformance with applicable federal and state requirements. This could include a corporate integrity agreement or plan of correction.

Fresenius is committed to conduct its business activities in compliance with applicable law. The company has long maintained a corporate compliance program which includes a Code of Ethics and Business Conduct, ongoing compliance related education and training for employees, a Compliance Department to support the company and its employees with compliance concerns, including a compliance line for anonymous reporting, and monitoring and auditing of business activities.

Fresenius, as one of the largest dialysis providers in the country, is routinely involved in claims, lawsuits, regulatory matters and investigations in the ordinary course of business. As for matters responsive to the application questions, Fresenius has no history of criminal convictions relating to the ownership or operation of a health care facility within the United States within the past 10 years. Fresenius also has no history of license revocations or decertifications for facilities in Washington State. In the past 10 years, a dialysis facility located in New York (Lindenhurst Dialysis Center), for which Fresenius provided management services, and a Fresenius facility located in San Francisco (RAI – Cesar Chavez), were decertified.

18. Provide documentation that the proposed project will promote continuity in the provision of health care services in the planning area, and not result in an unwarranted fragmentation of services. WAC 246-310-230

The proposed project promotes continuity of care as it seeks to expand FKC Aberdeen's existing dialysis care services. Further, we have provided documentation that FKC Aberdeen has met all standards contained in WAC 246-310-812, demonstrating net need that fully supports the requested project.

19. Provide documentation that the proposed project will have an appropriate relationship to the service area's existing health care system as required in WAC 246-310-230.

As an existing facility, FKC Aberdeen has an established relationship with the community. Additional stations will not only ensure timely access to dialysis services, but it will also realize increased efficiency and economies of scale.

See Exhibit 15 for FKC Aberdeen's transfer agreement with Providence St. Peter Hospital.

- 20. Provide documentation to verify that the facility would be operated in compliance with applicable state and federal standards. The assessment of the conformance of a project to this criterion shall include, but not be limited to, consideration as to whether:
  - a. The applicant or licensee has no history, in this state or elsewhere, of a criminal conviction which is reasonably related to the applicant's competency to exercise responsibility for the ownership or operation of a health care facility, a denial or revocation of a license to operate a health care facility, a revocation of a license to practice a health profession, or a decertification as a provider of services in the Medicare or Medicaid program because of failure to comply with applicable federal conditions of participation; or

Please see the response to question 17.

b. If the applicant or licensee has such a history, whether the applicant has affirmatively established to the department's satisfaction by clear, cogent and convincing evidence that the applicant can and will operate the proposed project for which the certificate of need is sought in a manner that ensures safe and adequate care to the public to be served and conforms to applicable federal and state requirements.

This question is not applicable. Both RCG and Fresenius have demonstrated experience in complying with applicable state and federal rules and regulations.

### D. Cost Containment (WAC 246-310-240)

1. Identify all alternatives considered prior to submitting this project.

The following two options were evaluated in the alternatives analysis:

- Option One: Relocate only.
- Option Two: Relocate and add five (5) stations to existing facility —The Project
- Because of flood plain issues with the existing site, a "Do Nothing" option was not considered.
  - 2. Provide a comparison of the project with alternatives rejected by the applicant. Include the rationale for considering this project to be superior to the rejected alternatives. Factors to consider can include, but are not limited to: patient access to healthcare services, capital cost, legal restrictions, staffing impacts, quality of care, and cost or operation efficiency.

Please see Tables 14-17, respectively. They provide a summary of advantages and disadvantages of each of the two options based on the following evaluative criteria: Promoting availability, or access to healthcare services; Promoting Quality of Care; Promoting Cost and Operating Efficiency; and Legal Restrictions.

Table 14. Alternatives Analysis: Promoting Access to Healthcare Services.

Option:	Advantages/Disadvantages:					
Option One Relocate only	Relocation ensures continued access to the Planning Area. (Advantage ("A")).					
Option Two Relocate and add five (5) stations to existing facility — The Project	<ul> <li>Same benefits as Option One. (A)</li> <li>Adds additional dialysis stations to the Planning Area, as warranted by the department's dialysis forecast model. (A)</li> <li>Residents of the Grays Harbor County Dialysis Planning Area will be better able to access needed facility dialysis services and would not be forced to out-migrate to other facilities outside the planning areaimproves access (A).</li> </ul>					

Table 15. Alternatives Analysis: Promoting Quality of Care.

Option:	Advantages/Disadvantages:
Option One Relocate only	Promotes continuity of care. (A)
Option Two Relocate and add five (5) stations to existing facility — The Project	<ul> <li>Adds additional dialysis station capacity as warranted by the station forecast model (A).</li> <li>This promotes access, reduces fragmentation, thus, promotes quality (A).</li> <li>Residents of Grays Harbor County Planning Area would have increased dialysis station capacitythis improves quality of care inasmuch as it improves continuity of care (A).</li> </ul>

Table 16. Alternatives Analysis: Promoting Cost and Operating Efficiency.

Option:	Advantages/Disadvantages:
Option One Relocate only	Relocation necessitated by flood plain issues, so capital expenditures are unavoidable. (Neutral, "N")
Option Two Relocate and add five (5) stations to existing facility — The Project	Approval of the current project request will allow for the facility to optimize its capacity and achieve corresponding economies of scale. (A)

Table 17. Alternatives Analysis: Legal Restrictions.

Option:	Advantages/Disadvantages:				
Option One Relocate only	There are no legal implications with this option.				
Option Two Relocate and add five (5) stations to existing facility — The Project	This option requires certificate-of-need approval.				

## 3. For existing facilities, identify your closest two facilities as required in WAC 246-310-827(3)(a).

The two closest facilities to FKC Aberdeen include:

#### **FKC Shelton**

1872 N 13th Loop Rd Shelton, WA 98584

### **FKC Lacey**

719 Sleater Kinney Rd SE Ste 152 Lacey, WA 98503 4. For new facilities, identify your closes three facilities as required in <u>WAC</u> 246-310-827(3)(b).

This question is not applicable as FKC Aberdeen is an existing facility.

5. Do any other applications you submitted under this concurrent review cycle rely on the same facilities listed in response to questions 3 or 4? If yes, identify the applications. <u>WAC 246-310-827(3)(c)</u>. (Note: a maximum of two applications can rely on the same three facilities.)

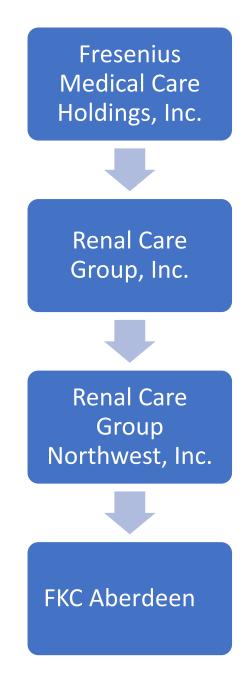
No, Fresenius does not rely on the same three facilities for multiple applications this cycle.

6. Identify whether any aspects of the facility's design could lead to operational efficiency. This could include but is not limited to: LEED building, water filtration, or the methods for construction, etc. WAC 246-310-240(2) and (3).

Any proposed changes would meet RCG and Fresenius internal standards which have been engineered and tested to ensure that they support our high quality, efficient and patient-focused standards. Our standards also meet and or exceed all applicable state and local codes, including compliance with the State Energy Code, latest edition.

# Exhibit 1. FKC Aberdeen Organizational Chart

## FKC Aberdeen Organizational Chart



# **Exhibit 2. Facilities Owned and Operated by Fresenius Medical Care Holdings**

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Wyoming, LLC	(307) 632-6457	1739 Meadowland Drive		Cheyenne	WY	82009
Bio-Medical Applications of Wyoming, LLC	(307) 632-6457	1739 Meadowland Dr		Cheyenne	WY	82009-7322
Bio-Medical Applications of West Virginia, Inc.	(304) 472-9167	4 Northridge Dr	Ste 116	Buckhannon	WV	26201-8484
Bio-Medical Applications of West Virginia, Inc.	(304) 765-2892	256 Skidmore Ln		Sutton	WV	26601-9271
Bio-Medical Applications of West Virginia, Inc.	(304) 284-8292	3000 Mon Health Medical Park Dr	Ste 3101	Morgantown	WV	26505-1135
Bio-Medical Applications of West Virginia, Inc.	(304) 487-3866	160 Springhaven Dr		Princeton	WV	24740-2357
Bio-Medical Applications of West Virginia, Inc.	(304) 263-0964	103 Marcley Dr		Martinsburg	WV	25401-2977
Bio-Medical Applications of West Virginia, Inc.	(304) 682-5371	1737 Harper Rd		Beckley	WV	25801-3311
Bio-Medical Applications of West Virginia, Inc.	(304) 363-3644	31 Landing Ln		Fairmont	WV	26554-8207
Bio-Medical Applications of West Virginia, Inc.	(304) 264-0333	931 Foxcroft Ave		Martinsburg	WV	25401-1840
Bio-Medical Applications of West Virginia, Inc.	(304) 442-5719	506 3rd Ave		Montgomery	WV	25136-2102
Bio-Medical Applications of West Virginia, Inc.	(304) 265-9186	245 Greenes Plz	Ste E7	Grafton	WV	26354-2847
Bio-Medical Applications of West Virginia, Inc.	(304) 583-7857	308 Huffcreek Hwy		Man	WV	25635-1042
Bio-Medical Applications of West Virginia, Inc.	(304) 252-0004	115 Solar Dr		Beckley	WV	25801-3880
Bio-Medical Applications of West Virginia, Inc.	(304) 487-3866	160 Springhaven Dr		Princeton	WV	24740-2357
Bio-Medical Applications of West Virginia, Inc.	(304) 324-0816	1113 Bluefield Ave		Bluefield	WV	24701-2747
Bio-Medical Applications of West Virginia, Inc.	(304) 363-3644	2231 Landing Ln		Fairmont	WV	26554
Bio-Medical Applications of West Virginia, Inc.	(304) 373-0420	1000 New Stone Ridge Rd		Ripley	WV	25271-1154
Bio-Medical Applications of West Virginia, Inc.	(304) 379-2770	856 Casteel Rd		Bruceton Mills	WV	26525-5710
Bio-Medical Applications of West Virginia, Inc.	(304) 622-3872	16 Sterling Dr		Bridgeport	WV	26330-9132
Bio-Medical Applications of West Virginia, Inc.	(304) 269-5147	378 Market Place Mall			WV	26452-6955
Bio-Medical Applications of West Virginia, Inc.		179 E Burr Blvd		Weston		25430-4964
	(304) 728-8775			Kearneysville	WV	
Bio-Medical Applications of West Virginia, Inc.	(304) 345-7322	2345 Chesterfield Ave		Charleston	WV	25304-1062
Bio-Medical Applications of West Virginia, Inc.	(304) 252-9270	1737 Harper Rd		Beckley	WV	25801-3311
Bio-Medical Applications of West Virginia, Inc.	(304) 263-0964	103 Marcley Dr		Martinsburg	WV	25401-2977
Bio-Medical Applications of West Virginia, Inc.	(304) 760-2305	3768 Teays Valley Rd		Hurricane	WV	25526-8715
Bio-Medical Applications of West Virginia, Inc.	(304) 436-8428	394 Mcdowell St		Welch	WV	24801-2016
Bio-Medical Applications of West Virginia, Inc.	(304) 574-0294	185 Laurel Creek Rd		Fayetteville	WV	25840-1603
Bio-Medical Applications of West Virginia, Inc.	(304) 284-8738	5000 Greenbag Rd		Morgantown	WV	26501-7163
Bio-Medical Applications of West Virginia, Inc.	(304) 636-6144	100 Main St		Elkins	WV	26241-3191
Bio-Medical Applications of West Virginia, Inc.	(304) 682-5371	1777 Cook Parkway		Oceana	WV	24870
Bio-Medical Applications of West Virginia, Inc.	(304) 645-4634	1215 Maplewood Ave		Lewisburg 	WV	24901-9478
Bio-Medical Applications of West Virginia, Inc.	(304) 766-1009	951 Dunbar Village Plz		Dunbar	WV	25064-3137
FMS Cabell Huntington Dialysis Centers, LLC	(304) 525-8091	1500 17th St		Huntington	WV	25701-3956
FMS Cabell Huntington Dialysis Centers, LLC	(304) 399-1290	1690 Medical Center Dr		Huntington	WV	25701
Fresenius Medical Care HIMG Dialysis Center, LLC	(304) 733-0004	5170 Us Route 60	Himg Regiol Medical Cent	-	WV	25705-2004
Fresenius Medical Care Hamlin, LLC	(304) 824-1142	12 Lincoln Plz		Branchland	WV	25506-9773
Mountain Ridge Dialysis LLC	(304) 872-9206	229 Merchants Walk		Summersville	WV	26651-1901
Bio-Medical Applications of Wisconsin, Inc.	(608) 274-6358	2831 Okeeffe Ave		Sun Prairie	WI	53590-7057
Bio-Medical Applications of Wisconsin, Inc.	(608) 258-6132	700 S Park St	Suite 5 Sw St Mary's Hosp	i Madison	WI	53715-1830
Bio-Medical Applications of Wisconsin, Inc.	(920) 725-7861	2701 N Oneida St		Appleton	WI	54911-2011
Bio-Medical Applications of Wisconsin, Inc.	(608) 319-0373	800 Compassion Way		Dodgeville	WI	53533-1956
Bio-Medical Applications of Wisconsin, Inc.	(608) 355-1860	1600 Jefferson St	Ste 200	Baraboo	WI	53913-1674
Bio-Medical Applications of Wisconsin, Inc.	(608) 229-7222	2840 Index Rd		Fitchburg	WI	53713-3117
Bio-Medical Applications of Wisconsin, Inc.	(715) 386-8390	1901 Ward Ave	Ste 274	Hudson	WI	54016-2138
Bio-Medical Applications of Wisconsin, Inc.	(715) 682-4333	1815 Beaser Ave		Ashland	WI	54806-3628
Bio-Medical Applications of Wisconsin, Inc.	(715) 395-2199	3500 Tower Ave		Superior	WI	54880-5335
Bio-Medical Applications of Wisconsin, Inc.	(920) 759-4540	2259 Progress Way		Kaukauna	WI	54130-9560
Bio-Medical Applications of Wisconsin, Inc.	(920) 725-7861	300 N Commercial St		Neenah	WI	54956-2619
Bio-Medical Applications of Wisconsin, Inc.	(920) 686-1120	3711 Dewey St		Manitowoc	WI	54220-5844
Bio-Medical Applications of Wisconsin, Inc.	(715) 634-3220	10342 Dyno Dr		Hayward	WI	54843-6150

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Wisconsin, Inc.	(715) 258-2547	102 Grand Seasons Dr	Ste 7	Waupaca	WI	54981-8298
Bio-Medical Applications of Wisconsin, Inc.	(920) 748-8651	37 Stoney Ridge Rd		Ripon	WI	54971-2205
Bio-Medical Applications of Wisconsin, Inc.	(920) 997-8600	2701 N Oneida St	Ste E	Appleton	WI	54911-2082
Fresenius Medical Care Janesville, LLC	(608) 752-6362	1407 Creston Park Dr		Janesville	WI	53545-1127
Fresenius Medical Care Midwest Dialysis, LLC	(414) 805-3102	9200 W Wisconsin Ave		Milwaukee	WI	53226-3522
Fresenius Medical Care Midwest Dialysis, LLC	(414) 332-9960	400 W Estabrook Blvd		Glendale	WI	53212-1079
Fresenius Medical Care Midwest Dialysis, LLC	(414) 643-1714	3120 S 27th St		Milwaukee	WI	53215-4338
Fresenius Medical Care Midwest Dialysis, LLC	(414) 873-3600	4021 N 52nd St		Milwaukee	WI	53216-1383
Fresenius Medical Care Midwest Dialysis, LLC	(414) 281-2704	2600 W Howard Ave		Milwaukee	WI	53221-1992
Fresenius Medical Care Midwest Dialysis, LLC	(414) 761-8080	9420 S 22nd St		Oak Creek	WI	53154-8242
Fresenius Medical Care Midwest Dialysis, LLC	(414) 481-7179	2000 E Layton Ave	Ste 200	St Francis	WI	53235-6054
Fresenius Medical Care Midwest Dialysis, LLC	(414) 464-0820	7793 W Appleton Ave		Milwaukee	WI	53222-2009
Fresenius Medical Care Midwest Dialysis, LLC	(262) 697-1090	6804 Green Bay Rd	Ste 108	Kenosha	WI	53142-1451
Fresenius Medical Care Midwest Dialysis, LLC	(262) 554-7481	5409 Durand Ave		Mount Pleasant	WI	53406-5008
Fresenius Medical Care Midwest Dialysis, LLC	(262) 542-6179	111 Ann St		Waukesha	WI	53188-2263
Fresenius Medical Care Midwest Dialysis, LLC	(262) 306-2700	2050 Continental Dr		West Bend	WI	53095-7848
Fresenius Medical Care Midwest Dialysis, LLC	(414) 760-3090	7701 W Clinton Ave		Milwaukee	WI	53223-4527
Fresenius Medical Care Milwaukee, LLC	(262) 644-1180	631 Lous Way		Slinger	WI	53086-9331
Fresenius Medical Care Milwaukee, LLC	(414) 461-2649	2615 W Silver Spring Dr		Milwaukee	WI	53209-4219
Fresenius Medical Care Oshkosh, LLC	(920) 223-4990	2700 W 9th Ave	Ste 101a	Oshkosh	WI	54904-7201
Fresenius Medical Care Shawano, LLC	(715) 524-8038	1509 S Lincoln St		Shawano	WI	54166-3428
Liberty-Monroe Clinic Dialysis Partners LLC	(608) 581-3076	120 W 7th St		Monroe	WI	53566-1099
Liberty-Monroe Clinic Dialysis Partners LLC	(608) 581-3055	120 W 7th St		Monroe	WI	53566-1099
Wisconsin Renal Care Group, L.L.C.	(262) 373-1244	17500 W Capitol Dr		Brookfield	WI	53045-2032
Wisconsin Renal Care Group, L.L.C.	(414) 805-3102	9200 W Wisconsin Aveue		Milwaukee	WI	53226
Wisconsin Renal Care Group, L.L.C.	(414) 224-7666	161 W Wisconsin Ave	Ste 1100	Milwaukee	WI	53203-2602
Wisconsin Renal Care Group, L.L.C.	(414) 774-1244	11340 W Theodore Trecker Way		West Allis	WI	53214-1135
Wisconsin Renal Care Group, L.L.C.	(414) 967-9321	377 W River Woods Pkwy	Ste 111	Milwaukee	WI	53212-1088
Inland Northwest Renal Care Group, LLC	(509) 474-4832	101 W 8th Ave	Room 5n	Spokane	WA	99204-2307
Inland Northwest Renal Care Group, LLC	(509) 276-7338	822 S Main St		Deer Park	WA	99006-8234
Inland Northwest Renal Care Group, LLC	(509) 765-9123	847a E Broadway Ave		Moses Lake	WA	98837-5933
Inland Northwest Renal Care Group, LLC	(509) 826-8680	800 Jasmine St	Ste 1	Omak	WA	98841-9501
Inland Northwest Renal Care Group, LLC	(509) 891-1107	1017 N Pines Rd		Spokane Valley	WA	99206-4934
Inland Northwest Renal Care Group, LLC	(509) 473-1010	610 S Sherman St	Ste 101	Spokane	WA	99202-1342
Inland Northwest Renal Care Group, LLC	(509) 468-8606	1116 E Westview Ct		Spokane	WA	99218-1384
Inland Northwest Renal Care Group, LLC	(509) 684-3979	147 Garden Homes Dr		Colville	WA	99114-9229
Inland Northwest Renal Care Group, LLC	(509) 488-3999	530 S 1st Ave		Othello	WA	99344-5016
Inland Northwest Renal Care Group, LLC	(509) 473-1015	610 S Sherman St	Ste 101	Spokane	WA	99202-1342
Pacific Northwest Renal Services, L.L.C.	(360) 687-8527	3921 Sw 13th Ave		Battle Ground	WA	98604-2807
Pacific Northwest Renal Services, L.L.C.	(360) 254-7076	312 Se Stone Mill Dr	Ste 150	Vancouver	WA	98684-3547
Pacific Northwest Renal Services, L.L.C.	(360) 254-2323	312 Se Stone Mill Dr	Ste 150	Vancouver	WA	98684-3547
Pacific Northwest Renal Services, L.L.C.	(360) 576-1350	9105 Ne Highway 99	Ste 102	Vancouver	WA	98665-8974
QualiCenters Inland Northwest L.L.C.	(509) 783-9993	7404 W Hood Pl	Ste 110	Kennewick	WA	99336-6718
QualiCenters Inland Northwest L.L.C.	(509) 522-5633	301 W Poplar St	Ste 120	Walla Walla	WA	99362-2800
QualiCenters Inland Northwest L.L.C.	(509) 735-7615	6600 W Rio Grande Ave		Kennewick	WA	99336-3301
Renal Care Group Northwest, Inc.	(253) 426-6757	5825 Tacoma Mall Blvd		Tacoma	WA	98409-6906
Renal Care Group Northwest, Inc.	(253) 420-0737	5825 Tacoma Mall Blvd	Ste 103	Tacoma	WA	98409-6906
Renal Care Group Northwest, Inc.	(253) 474-2310	1415 E 72nd St	Ste E	Tacoma	WA	98404-5905
Renal Care Group Northwest, Inc.	(253) 474-2310	4700 Point Fosdick Dr Nw	Ste 101	Gig Harbor	WA	98335-1706
Renal Care Group Northwest, Inc.	(253) 445-7520	702 S Hill Park Dr	Ste 101	Puyallup	WA	98373-1426
Renal Care Group Northwest, Inc.	(253) 627-1995	1717 S J St	31 <u>C</u> 103	Tacoma	WA	98405-4933
Menai Care Group Morthwest, Inc.	(233) 027-1333	1/1/3136		racoma	v v 🕰	JU <del>1</del> UJ-4333

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group Northwest, Inc.	(360) 493-7523	719 Sleater Kinney Rd Se	Ste 152	Olympia	WA	98503-1138
Renal Care Group Northwest, Inc.	(360) 491-5076	8770 Tallon Ln Ne		Lacey	WA	98516-6642
Renal Care Group Northwest, Inc.	(360) 455-5026	3406 12th Ave Ne		Olympia	WA	98506-5175
Renal Care Group Northwest, Inc.	(360) 533-6800	2012 Industrial Pkwy		Aberdeen	WA	98520-4530
Renal Care Group Northwest, Inc.	(360) 748-3964	1684 Bishop Rd		Chehalis	WA	98532-8745
Renal Care Group Northwest, Inc.	(360) 432-2601	1872 N 13th Loop Rd		Shelton	WA	98584-2169
Bio-Medical Applications of New Hampshire, Inc.	(802) 751-8735	1080 Hospital Dr		Saint Johnsbury	VT	05819-9806
Bio-Medical Applications of Virginia, Inc.	(540) 969-4489	117 Mall Rd		Covington	VA	24426-2413
Bio-Medical Applications of Virginia, Inc.	(434) 575-4601	130 Aubreys Loop		South Boston	VA	24592-5055
Bio-Medical Applications of Virginia, Inc.	(757) 483-2462	5140 River Club Dr	Ste 100	Suffolk	VA	23435-3799
Bio-Medical Applications of Virginia, Inc.	(540) 361-4592	127 Lichfield Blvd		Fredericksburg	VA	22406-6439
Bio-Medical Applications of Virginia, Inc.	(434) 385-5230	3204 Old Forest Rd		Lynchburg	VA	24501-2326
Bio-Medical Applications of Virginia, Inc.	(540) 342-5514	404 Mcclanahan St Sw		Roanoke	VA	24014-1755
Bio-Medical Applications of Virginia, Inc.	(434) 572-3942	2204 Wilborn Ave		South Boston	VA	24592-1645
Bio-Medical Applications of Virginia, Inc.	(540) 342-1419	106 Southpark Dr	Ste A	Blacksburg	VA	24060-6809
Bio-Medical Applications of Virginia, Inc.	(540) 368-7300	300 Park Hill Dr		Fredericksburg	VA	22401-3387
Bio-Medical Applications of Virginia, Inc.	(757) 466-9446	6320 N Center Dr	Ste 140	Norfolk	VA	23502-4009
Bio-Medical Applications of Virginia, Inc.	(703) 369-8000	8700 Sudley Rd	333 2 33	Manassas	VA	20110-4418
Bio-Medical Applications of Virginia, Inc.	(804) 553-7880	4008 E Parham Rd		Henrico	VA	23228-2701
Bio-Medical Applications of Virginia, Inc.	(804) 271-4718	5802 Jefferson Davis Hwy		North Chesterfie	VA	23234-2248
Bio-Medical Applications of Virginia, Inc.	(757) 361-0193	4303 Indian River Rd	Ste 26	Chesapeake	VA	23325-3115
Bio-Medical Applications of Virginia, Inc.	(757) 430-1936	2476 Nimmo Pkwy	Ste 109	Virginia Beach	VA	23456-2594
Bio-Medical Applications of Virginia, Inc.	(276) 782-1781	945 N Main St	310 103	Marion	VA	24354-4165
Bio-Medical Applications of Virginia, Inc.	(540) 535-2254	38 W Jubal Early Dr		Winchester	VA	22601-6302
Bio-Medical Applications of Virginia, Inc.	(703) 221-4077	3671 Fettler Park Dr		Dumfries	VA	22025-2049
Bio-Medical Applications of Virginia, Inc.	(540) 967-1957	406 E Main St		Louisa	VA VA	23093-6518
Bio-Medical Applications of Virginia, Inc.	(540) 898-3930	4505 Carr Dr		Fredericksburg	VA VA	22408-2685
Bio-Medical Applications of Virginia, Inc.	(757) 461-9422	6161 Kempsville Cir	Ste B	Norfolk	VA VA	23502-3932
Bio-Medical Applications of Virginia, Inc.	(540) 972-2174	4122 Partnership Way	Sie B	Locust Grove	VA VA	22508-5229
Bio-Medical Applications of Virginia, Inc.	(540) 371-6306	111 Park Hill Dr				22401-3357
Bio-Medical Applications of Virginia, Inc.		933 First Colonial Rd	Ste 112	Fredericksburg	VA VA	23454-3172
Bio-Medical Applications of Virginia, Inc.	(757) 428-1869 (571) 642 0670	8986 Lorton Station Blvd	Ste 112	Virginia Beach	VA VA	22079-4754
Bio-Medical Applications of Virginia, Inc.	(571) 642-0679			Lorton	VA	22407-4703
	(540) 834-2320	10718 Ballantraye Dr	Ste 406	Fredericksburg	VA	
Bio-Medical Applications of Virginia, Inc.	(757) 549-3813	910 Great Bridge Blvd	Ste 101	Chesapeake	VA	23320-6642
Bio-Medical Applications of Virginia, Inc.	(757) 687-7902	525 S Independence Blvd 341 Falls Dr Nw	Ste 150	Virginia Beach	VA	23452-1189 24210-8093
Bio-Medical Applications of Virginia, Inc.	(276) 628-3380		Sto A	Abingdon	VA	
Bio-Medical Applications of Virginia, Inc.	(540) 731-0610	1200 Tyler Ave	Ste A	Radford	VA	24141-3800
Bio-Medical Applications of Virginia, Inc.	(703) 360-4552	8796 Sacramento Dr	Ste P	Alexandria	VA	22309-1678
Bio-Medical Applications of Virginia, Inc.	(757) 622-4935	1902 Omohundro Ave	Ste 100	Norfolk	VA	23517-2219
Bio-Medical Applications of Virginia, Inc.	(540) 951-1466	106 Southpark Dr	Ste A	Blacksburg	VA	24060-6809
Bio-Medical Applications of Virginia, Inc.	(757) 549-1069	111 Medical Pkwy	Ste 100	Chesapeake	VA	23320-0302
Bio-Medical Applications of Virginia, Inc.	(540) 371-9531	230 Executive Center Pkwy		Fredericksburg	VA	22401-3107
Bio-Medical Applications of Virginia, Inc.	(703) 370-8250	4141 Duke St		Alexandria	VA	22304-2415
Bio-Medical Applications of Virginia, Inc.	(757) 855-2186	5623 Tidewater Dr	C+- 440	Norfolk	VA	23509-1442
Bio-Medical Applications of Virginia, Inc.	(757) 466-9446	6320 N Center Dr	Ste 140	Norfolk	VA	23502-4009
Bio-Medical Applications of Virginia, Inc.	(703) 698-8070	8316 Arlington Blvd	Ste 108	Fairfax	VA	22031-5216
Bio-Medical Applications of Virginia, Inc.	(757) 934-0009	1005 Commercial Ln	Hampton Road Professiol		VA	23434-8149
Bio-Medical Applications of Virginia, Inc.	(434) 392-8846	500 Sunchase Blvd	D. D. 100	Farmville	VA	23901-2892
Bio-Medical Applications of Virginia, Inc.	(804) 633-9796	102 W Broaddus Ave	Po Box 490	Bowling Green	VA	22427-9404
Bio-Medical Applications of Virginia, Inc.	(703) 551-1313	3057 Golansky Blvd		Woodbridge	VA	22192-4234
Bio-Medical Applications of Virginia, Inc.	(540) 921-3117	1 Taylor Ave		Pearisburg	VA	24134-1932

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Virginia, Inc.	(276) 679-7805	340 Anderson Hollow Rd	Ste 100	Norton	VA	24273-1100
Bio-Medical Applications of Virginia, Inc.	(276) 889-1712	150 E Main St		Lebanon	VA	24266-4424
Bio-Medical Applications of Virginia, Inc.	(276) 935-8889	23758 Riverside Dr	Po Box 1335	Grundy	VA	24614-6190
Bio-Medical Applications of Virginia, Inc.	(276) 236-6011	1159 Glendale Rd		Galax	VA	24333-2505
Bio-Medical Applications of Virginia, Inc.	(276) 228-3521	340 Peppers Ferry Rd		Wytheville	VA	24382-2091
Bio-Medical Applications of Virginia, Inc.	(540) 720-1225	479 Garrisonville Rd		Stafford	VA	22554-1533
Bio-Medical Applications of Virginia, Inc.	(757) 442-4966	9550 Hospital Ave		Nassawadox	VA	23413
Bio-Medical Applications of Virginia, Inc.	(757) 562-2233	1333 Armory Dr		Franklin	VA	23851-2419
Bio-Medical Applications of Virginia, Inc.	(540) 775-7279	10344 Indiantown Rd		King George	VA	22485-3540
Bio-Medical Applications of Virginia, Inc.	(434) 791-4546	9325 U S Highway 29	Po Box 383	Blairs	VA	24527-2906
Bio-Medical Applications of Virginia, Inc.	(571) 261-1988	7001 Heritage Village Plz	Ste 150	Gainesville	VA	20155-3096
Fresenius Medical Care Goochland Nephrology, LLC	(804) 556-5130	2913 River Rd W	Ste K	Goochland	VA	23063-3263
Fresenius Medical Care Manassas, LLC	(703) 530-1006	9302 W Courthouse Rd		Manassas	VA	20110-1808
Fresenius Medical Care North Suffolk Home, LLC	(757) 483-3050	5140 River Club Dr	Ste 102	Suffolk	VA	23435-3799
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 725-1796	2021 Apperson Dr		Salem	VA	24153-7233
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 344-6652	1326 7th St Ne		Roanoke	VA	24012-5703
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 586-9777	838 Ole Turnpike Dr		Bedford	VA	24523-2410
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 342-5514	404 Mcclanahan St Sw		Roanoke	VA	24014-1755
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 484-7050	300 Technology Dr		Rocky Mount	VA	24151-2996
Fresenius Medical Care Roanoke Valley Dialysis, LLC	(540) 561-0870	331 Hershberger Rd		Roanoke	VA	24012-1983
Fresenius Medical Care Virginia Beach Home, LLC	(757) 425-0136	933 First Colonial Rd	Ste 105	Virginia Beach	VA	23454-3172
Liberty Dialysis - South Hill LLC	(434) 447-4141	201 E Ferrell St	Ste A	South Hill	VA	23970-2100
Liberty Dialysis - South Hill LLC	(434) 447-4141	201a E Ferrell St	31071	South Hill	VA	23970-2103
Liberty Dialysis Petersburg LLC	(804) 732-8228	3400 S Crater Rd		Petersburg	VA	23805-9252
RAI Care Centers of Denbigh, LLC	(757) 898-9391	555 Denbigh Blvd	Ste D	Newport News	VA	23608-4201
RAI Care Centers of Virginia I, LLC	(757) 534-5000	245 Chesapeake Ave	316 5	Newport News	VA	23607-6038
RAI Care Centers of Virginia I, LLC	(804) 644-0566	2521 Mechanicsville Tpke		Richmond	VA	23223-2329
RAI Care Centers of Virginia I, LLC	(804) 649-8070	800 W Leigh St	Ste B	Richmond	VA	23220-3136
RAI Care Centers of Virginia I, LLC	(757) 488-3590	3080 Airline Blvd	316 0	Portsmouth	VA	23701-2709
RAI Care Centers of Virginia I, LLC	(757) 488 5556	5846 Churchland Blvd		Portsmouth	VA	23701 2703
RAI Care Centers of Virginia I, LLC	(757) 393-6582	311 Goode Way		Portsmouth	VA	23703-3311
RAI Care Centers of Virginia I, LLC	(757) 873-1090	739 Thimble Shoals Blvd	Ste 600	Newport News	VA	23606-3562
RAI Care Centers of Virginia I, LLC	(757) 247-4080	225 Chesapeake Ave	316 000	Newport News	VA	23607-6038
RAI Care Centers of Virginia I, LLC	(757) 826-1795	3319 W Mercury Blvd		Hampton	VA VA	23666-3806
RAI Care Centers of Virginia I, LLC	• • •	6726 Mooretown Rd		Williamsburg		23188-2164
RAI Care Centers of Virginia I, LLC	(757) 259-7429 (804) 695-2904	6740 Main St		Gloucester	VA VA	23166-2164
RAI Care Centers of Virginia I, LLC		1812 S Church St	S+0 A	Smithfield		23430-1860
Renal Care Group of the South, Inc.	(757) 365-4293 (434) 703 1436	142 S Main St	Ste A	Danville	VA VA	24541-2922
·	(434) 792-1436		C+o D		VA VA	
Renal Care Group of the South, Inc.	(434) 792-6673	1040 Main St	Ste B	Danville	VA	24541-1816
Renal Care Group of the South, Inc.	(434) 792-1436	129 Broad St		Danville	VA	24541-2325
Renal Care Group of the South, Inc.	(434) 572-3942	2043 Hamilton Blvd		South Boston	VA	24592-2141
Renal Care Group of the South, Inc.	(276) 632-8023	500 Blue Ridge St		Martinsville	VA	24112-7298
Tappahannock Dialysis Center, Inc.	(804) 443-6542	1922 Tappahannock Blvd	St - 100	Tappahannock	VA	22560-9352
Warrenton Dialysis Facility, Inc.	(540) 341-7547	170 W Shirley Ave	Ste 100	Warrenton	VA	20186-3083
West End Dialysis Center, Inc.	(804) 288-5053	1501 Santa Rosa Rd		Richmond	VA	23229-5106
West End Dialysis Center, Inc.	(804) 288-5053	1501 Santa Rosa Rd	CL : 405	Henrico	VA	23229-5106
Fresenius Medical Care Cedar City, LLC	(435) 867-8163	1320 N Main St	Ste 105	Cedar City	UT	84721-1230
Fresenius Medical Care Pleasant View, LLC	(801) 737-9664	1735 W 2700 N	61 461	Farr West	UT	84404-1208
Fresenius Medical Care Provo, LLC	(801) 802-3852	121 S Orem Blvd	Ste 101	Orem	UT	84058-3006
Fresenius Medical Care Riverton, LLC	(801) 254-6990	12523 S Creek Meadow Dr	0. 45:	Riverton	UT	84065-7291
Fresenius Medical Care Utah, LLC	(801) 966-9978	4101 W Pioneer Pkwy	Ste 101	West Valley City	UT	84120-2050

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Liberty Acutes-Salt Lake LLC	(801) 747-0880	650 E 4500 S	Ste 100	Murray	UT	84107-4536
Liberty Dialysis - Davis County LLC	(801) 779-6104	2132 N 1700 W	Ste 120	Layton	UT	84041-7059
Liberty Dialysis-Jordan Landing LLC	(801) 280-4600	3823 W 9000 S	Ste D	West Jordan	UT	84088-5604
Liberty Dialysis-St. George LLC	(385) 228-6237	624 S 1000 E	Ste 101	Saint George	UT	84790-5902
Liberty Dialysis-St. George LLC	(435) 656-4596	624 S 1000 E	Ste 101	St George	UT	84790-5902
Liberty Dialysis-Weber County LLC	(801) 627-2886	475 40th St	Ste 110	South Ogden	UT	84403-1856
Liberty Dialysis-Weber County LLC	(801) 394-1230	4780 Old Post Rd		Ogden	UT	84403-4454
Liberty Dialysis-Woods Cross LLC	(801) 292-2658	572 W 750 S	Bldg B	Woods Cross	UT	84010-7265
Oquirrh Artificial Kidney Center LLC	(801) 982-9726	5320 S 2700 W		Taylorsville	UT	84129-1524
South Mountain Dialysis, LLC	(801) 253-9696	10969 S River Front Pkwy		South Jordan	UT	84095-3538
Wasatch Artificial Kidney Center LLC	(801) 904-4407	3702 S State St	Ste 101	South Salt Lake	UT	84115-5096
Bio-Medical Applications of Amarillo, Inc.	(806) 353-9182	5920 W Amarillo Blvd		Amarillo	TX	79106-4148
Bio-Medical Applications of Amarillo, Inc.	(806) 364-4292	533 N 25 Mile Ave	Ste A	Hereford	TX	79045-3052
Bio-Medical Applications of San Antonio, LLC	(210) 520-4303	9010 Culebra Rd		San Antonio	TX	78251-2857
Bio-Medical Applications of San Antonio, LLC	(210) 923-5475	1335 Se Military Dr		San Antonio	TX	78214-2805
Bio-Medical Applications of San Antonio, LLC	(830) 278-1126	1819 Garner Field Rd		Uvalde	TX	78801-6209
Bio-Medical Applications of Texas, Inc.		1325 E Quebec Ave		Mcallen	TX	78503-1623
Bio-Medical Applications of Texas, Inc.	(713) 988-1137	8700 S Gessner Rd	Ste 300	Houston	TX	77074-2916
Bio-Medical Applications of Texas, Inc.		3501 Knickerbocker Rd		San Angelo	TX	76904-7610
Bio-Medical Applications of Texas, Inc.	(409) 886-7714	1301 Martin Luther King Jr Dr	Ste B	Orange	TX	77630-9000
Bio-Medical Applications of Texas, Inc.	(409) 839-8204	2755 Liberty St		Beaumont	TX	77702-1812
Bio-Medical Applications of Texas, Inc.	(346) 216-4912	1671 Rollingbrook Dr		Baytown	TX	77521-3666
Bio-Medical Applications of Texas, Inc.	(281) 239-3169	2733 1st St		Rosenberg	TX	77471
Bio-Medical Applications of Texas, Inc.	(281) 363-5031	26865 Interstate 45	Ste 100	Spring	TX	77380-1910
Bio-Medical Applications of Texas, Inc.	(903) 782-2919	865 Deshong Dr		Paris	TX	75460-9313
Bio-Medical Applications of Texas, Inc.	(409) 744-2068	6011 Broadway St		Galveston	TX	77551-4308
Bio-Medical Applications of Texas, Inc.	(903) 783-3200	860 Ne Loop 286		Paris	TX	75460-2134
Bio-Medical Applications of Texas, Inc.		8340 Coffee St		Houston	TX	77033-3733
Bio-Medical Applications of Texas, Inc.		8340 Coffee St		Houston	TX	77033-3733
Bio-Medical Applications of Texas, Inc.	(956) 973-0002	1010 Rone Dr		Weslaco	TX	78596-4263
Bio-Medical Applications of Texas, Inc.	(832) 595-0003	1730 B F Terry Blvd		Rosenberg	TX	77471
Bio-Medical Applications of Texas, Inc.	(281) 894-9687	10505 Jones Rd		Houston	TX	77065-4211
Bio-Medical Applications of Texas, Inc.	(936) 224-3103	3 Windcrest National		Magnolia	TX	77354-4548
Bio-Medical Applications of Texas, Inc.	(214) 890-9765	1300 S Rogers St		Waxahachie	TX	75165-4000
Bio-Medical Applications of Texas, Inc.	(214) 890-9765	2000 E Lamar Blvd	Ste 600	Arlington	TX	76006-7361
Bio-Medical Applications of Texas, Inc.		602 Indiana Ave		Lubbock	TX	79415-3364
Bio-Medical Applications of Texas, Inc.		4810 N Loop 289		Lubbock	TX	79416-3025
Bio-Medical Applications of Texas, Inc.		500 W 4th St		Odessa	TX	79761-5001
Bio-Medical Applications of Texas, Inc.		6250 Us-83		Abilene	TX	79606
Bio-Medical Applications of Texas, Inc.	(281) 332-0046	400 W Medical Center Blvd	Ste 125	Webster	TX	77598-4235
Bio-Medical Applications of Texas, Inc.	(956) 764-8389	2005 E Bustamante St		Laredo	TX	78041-5470
Bio-Medical Applications of Texas, Inc.	(281) 465-1601	1575 Sawdust Rd	Ste 280	The Woodlands	TX	77380-3859
Bio-Medical Applications of Texas, Inc.	(281) 465-1601	1575 Sawdust Rd	Ste 280	The Woodlands	TX	77380-3859
Bio-Medical Applications of Texas, Inc.	(254) 756-5150	730 W State Highway 6		Waco	TX	76712-3988
Bio-Medical Applications of Texas, Inc.	(903) 739-2376	633 Stone Ave		Paris	TX	75460-9342
Bio-Medical Applications of Texas, Inc.	(254) 554-3366	726 S Fort Hood St		Killeen	TX	76541-7431
Bio-Medical Applications of Texas, Inc.	(214) 890-9765	9840 N Central Expy	Ste 226	Dallas	TX	75231-4379
Bio-Medical Applications of Texas, Inc.	(817) 338-1302	1210 Alston Ave		Fort Worth	TX	76104-4506
Bio-Medical Applications of Texas, Inc.	(915) 532-3189	1225 E Cliff Dr		El Paso	TX	79902-4732
Bio-Medical Applications of Texas, Inc.	(210) 227-5195	1222 Mccullough Ave		San Antonio	TX	78212-4812
Bio-Medical Applications of Texas, Inc.	(512) 332-0175	1675 Highway 71 E		Bastrop	TX	78602-4314

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Texas, Inc.	(806) 748-0002	8704 University Ave		Lubbock	TX	79423-3174
Bio-Medical Applications of Texas, Inc.	(325) 646-9510	110 S Park Dr		Brownwood	TX	76801-5918
Bio-Medical Applications of Texas, Inc.	(956) 753-3582	2441 Monarch Dr	Ste 1	Laredo	TX	78045-6329
Bio-Medical Applications of Texas, Inc.	(713) 475-6617	1210 Southmore Ave		Pasadena	TX	77502-1206
Bio-Medical Applications of Texas, Inc.	(512) 398-6357	1721 S Colorado St		Lockhart	TX	78644-3938
Bio-Medical Applications of Texas, Inc.	(469) 365-0766	10150 Legacy Dr		Frisco	TX	75033-6729
Bio-Medical Applications of Texas, Inc.	(512) 268-2428	5895 Kyle Pkwy		Kyle	TX	78640-2403
Bio-Medical Applications of Texas, Inc.	(713) 436-0183	2276 Business Center Dr		Pearland	TX	77584-1357
Bio-Medical Applications of Texas, Inc.	(281) 492-3401	21755 Provincial Blvd		Katy	TX	77450-6508
Bio-Medical Applications of Texas, Inc.	(254) 756-2179	2420 Lake Shore Dr		Waco	TX	76708-1274
Bio-Medical Applications of Texas, Inc.	(254) 690-0613	625 W Central Texas Expy		Harker Heights	TX	76548-1600
Bio-Medical Applications of Texas, Inc.	(956) 283-0646	433 W Sam Houston Blvd		Pharr	TX	78577-5349
Bio-Medical Applications of Texas, Inc.	(281) 367-0046	1644 Research Forest Dr	Ste 150	Shenandoah	TX	77381-4396
Bio-Medical Applications of Texas, Inc.	(915) 592-8496	10420 Vista Del Sol Dr	# 201	El Paso	TX	79925-7919
Bio-Medical Applications of Texas, Inc.	(214) 951-7714	8700 N Stemmons Fwy	Ste 135	Dallas	TX	75247-3723
Bio-Medical Applications of Texas, Inc.	(281) 993-0723	1830 Broadway St		Pearland	TX	77581-5606
Bio-Medical Applications of Texas, Inc.	(281) 542-6856	4625 Center St		Deer Park	TX	77536-6352
Bio-Medical Applications of Texas, Inc.	(713) 283-9488	10311 S Post Oak Rd		Houston	TX	77035-3301
Bio-Medical Applications of Texas, Inc.	(956) 504-5045	1900 N Expressway	Ste E	Brownsville	TX	78521-1563
Bio-Medical Applications of Texas, Inc.	(281) 437-9700	1673 Cartwright Rd		Missouri City	TX	77489-4016
Bio-Medical Applications of Texas, Inc.	(972) 524-9990	351 S Virginia St	Ste 300	Terrell	TX	75160-3717
Bio-Medical Applications of Texas, Inc.	(281) 534-2673	3800 Hughes Ct		Dickinson	TX	77539-6205
Bio-Medical Applications of Texas, Inc.	(972) 938-2212	1300 S Rogers St		Waxahachie	TX	75165-4000
Bio-Medical Applications of Texas, Inc.	(325) 793-2594	2009 Hospital Pl		Abilene	TX	79606-5241
Bio-Medical Applications of Texas, Inc.	(972) 548-1511	1831 Harroun Ave		Mckinney	TX	75069-5003
Bio-Medical Applications of Texas, Inc.	(254) 772-7719	730 W State Highway 6		Waco	TX	76712-3988
Bio-Medical Applications of Texas, Inc.	(817) 329-1866	1601 Hart Ct		Southlake	TX	76092-9707
Bio-Medical Applications of Texas, Inc.	(254) 742-1162	2915 Saulsbury Dr		Temple	TX	76504-2207
Bio-Medical Applications of Texas, Inc.	(254) 582-5577	1507 Hillview Dr		Hillsboro	TX	76645-2746
Bio-Medical Applications of Texas, Inc.	(817) 413-0330	5000 Campus Dr		Fort Worth	TX	76119-5921
Bio-Medical Applications of Texas, Inc.	(817) 378-0043	2532 Jacksboro Hwy		Fort Worth	TX	76114-2206
Bio-Medical Applications of Texas, Inc.	(972) 228-8780	900 N Polk St	Ste 146	Desoto	TX	75115-4017
Bio-Medical Applications of Texas, Inc.	(281) 842-8440	1307 W Fairmont Pkwy	Ste A	La Porte	TX	77571-6157
Bio-Medical Applications of Texas, Inc.	(817) 292-5512	6551 Harris Pkwy	Ste 115a	Fort Worth	TX	76132-6106
Bio-Medical Applications of Texas, Inc.	(915) 872-0270	12245 Rojas Dr		El Paso	TX	79936-7750
Bio-Medical Applications of Texas, Inc.	(830) 775-7840	2201 N Bedell Ave	Ste D	Del Rio	TX	78840-8021
Bio-Medical Applications of Texas, Inc.	(214) 703-0564	530 Clara Barton Blvd	Ste 105	Garland	TX	75042-5759
Bio-Medical Applications of Texas, Inc.	(972) 943-7656	4405 Tradition Trl	333 233	Plano	TX	75093-5633
Bio-Medical Applications of Texas, Inc.	(713) 731-7027	8340 Coffee St		Houston	TX	77033-3733
Bio-Medical Applications of Texas, Inc.	(214) 905-8075	8700 N Stemmons Fwy	Ste 133	Dallas	TX	75247-3725
Bio-Medical Applications of Texas, Inc.	(713) 797-9909	2254 Holcombe Blvd	333 233	Houston	TX	77030-4224
Bio-Medical Applications of Texas, Inc.	(512) 556-4101	1202 Central Texas Expy		Lampasas	TX	76550-3321
Bio-Medical Applications of Texas, Inc.	(806) 296-6661	3304 Olton Rd	#b	Plainview	TX	79072-6630
Bio-Medical Applications of Texas, Inc.	(281) 328-8071	6107 Fm 2100 Rd	2	Crosby	TX	77532-5611
Bio-Medical Applications of Texas, Inc.	(713) 527-8436	4407 Yoakum Blvd		Houston	TX	77006-5861
Bio-Medical Applications of Texas, Inc.	(806) 785-6285	1126 Slide Rd	Unit 4a	Lubbock	TX	79416-5402
Bio-Medical Applications of Texas, Inc.	(281) 568-0440	6886 Highway 6 S	OTHE TO	Houston	TX	77083-3302
Bio-Medical Applications of Texas, Inc.	(713) 541-5541	8303 Creekbend Dr		Houston	TX	77083-3302
Bio-Medical Applications of Texas, Inc.	(956) 973-1970	1614 E Commercial Dr		Weslaco	TX	78596-4532
Bio-Medical Applications of Texas, Inc.  Bio-Medical Applications of Texas, Inc.	(972) 875-8469	711 S Clay St	Ste B	Ennis	TX	75119-5748
Bio-Medical Applications of Texas, Inc.	(281) 987-7772	5435 Aldine Mail Route Rd	Sic D	Houston	TX	77039-4921
bio incalcul ripplications of Texas, inc.	(201) 301-1112	5455 Alaine Mail Noute Nu		Houston	1/\	77033-4321

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Texas, Inc.	(806) 793-1414	6630 Quaker Ave	Ste 102	Lubbock	TX	79413-5939
Bio-Medical Applications of Texas, Inc.	(254) 867-1974	137 Eastgate Plz		Bellmead	TX	76705-2868
Bio-Medical Applications of Texas, Inc.	(806) 745-1698	8602 Peach Ave		Lubbock	TX	79404-7777
Bio-Medical Applications of Texas, Inc.	(254) 883-3699	602 S State Highway 6		Marlin	TX	76661-3527
io-Medical Applications of Texas, Inc.	(817) 581-1515	4121 Denton Hwy		Haltom City	TX	76117-2012
io-Medical Applications of Texas, Inc.	(806) 665-8200	2545 Perryton Pkwy	1e	Pampa	TX	79065-2820
io-Medical Applications of Texas, Inc.	(903) 872-7268	1321 W 2nd Ave		Corsicana	TX	75110-3775
io-Medical Applications of Texas, Inc.	(281) 554-4900	1550 Live Oak St		Webster	TX	77598-4137
io-Medical Applications of Texas, Inc.	(713) 932-6324	9623 Long Point Rd		Houston	TX	77055-4251
io-Medical Applications of Texas, Inc.	(713) 699-3450	9126 Eastex Fwy		Houston	TX	77093-7020
io-Medical Applications of Texas, Inc.	(325) 672-3243	1802 Pine St		Abilene	TX	79601-2430
io-Medical Applications of Texas, Inc.	(254) 752-5503	2329 N 39th St		Waco	TX	76708-3003
io-Medical Applications of Texas, Inc.	(713) 947-9564	8537 Gulf Fwy	Ste A	Houston	TX	77017-5103
o-Medical Applications of Texas, Inc.	(956) 487-5040	2533 Central Palm Dr		Rio Grande City	TX	78582-6845
o-Medical Applications of Texas, Inc.	(281) 422-3794	2202 Rollingbrook Dr		Baytown	TX	77521-3655
o-Medical Applications of Texas, Inc.	(817) 738-8703	4804 Bryant Irvin Ct		Fort Worth	TX	76107-7640
o-Medical Applications of Texas, Inc.	(281) 341-7425	2510 B F Terry Blvd		Rosenberg	TX	77471-5636
o-Medical Applications of Texas, Inc.	(432) 522-2300	3302 W Golf Course Rd		Midland	TX	79703-5118
o-Medical Applications of Texas, Inc.	(956) 682-1259	1325 E Quebec Ave		Mcallen	TX	78503-1623
o-Medical Applications of Texas, Inc.	(956) 546-3738	2600 N Coria St		Brownsville	TX	78520-8459
o-Medical Applications of Texas, Inc.	(281) 363-1262	9449 Grogans Mill Rd		The Woodlands	TX	77380-3623
o-Medical Applications of Texas, Inc.	(469) 232-5333	9840 N Central Expy	Ste 340	Dallas	TX	75231-0952
o-Medical Applications of Texas, Inc.	(972) 423-1447	3420 K Ave	Ste 150	Plano	TX	75074-2330
o-Medical Applications of Texas, Inc.	(972) 288-1060	909 Gross Rd	Skyline Village Shopping (		TX	75149-2100
o-Medical Applications of Texas, Inc.	(214) 827-9854	2613 Swiss Ave	, 3 11 3	Dallas	TX	75204-5859
o-Medical Applications of Texas, Inc.	(214) 388-8690	6300 Samuell Blvd	Ste 125	Dallas	TX	75228-7100
o-Medical Applications of Texas, Inc.	(972) 709-0212	4111 W Camp Wisdom Rd		Dallas	TX	75237-2422
o-Medical Applications of Texas, Inc.	(214) 943-7065	655 W Illinois Ave	Wynnewood Village Shp C Dallas		TX	75224-1814
o-Medical Applications of Texas, Inc.	(972) 278-2014	1901 Northwest Hwy	Ste 210	Garland	TX	75041-4850
o-Medical Applications of Texas, Inc.	(972) 488-1191	2280 Springlake Rd	Ste 110	Farmers Branch	TX	75234-5830
o-Medical Applications of Texas, Inc.	(214) 351-2833	6010 Forest Park Rd	Ste 100	Dallas	TX	75235-6408
o-Medical Applications of Texas, Inc.	(281) 487-0586	4901 E Sam Houston Pkwy S	3.5 2.5	Pasadena	TX	77505-1520
o-Medical Applications of Texas, Inc.	(915) 532-6411	1225 E Cliff Dr	Ste 1a	El Paso	TX	79902-4700
o-Medical Applications of Texas, Inc.	(432) 267-2903	501 Birdwell Ln	Ste 10	Big Spring	TX	79720-3332
o-Medical Applications of Texas, Inc.	(281) 493-9046	12121 Westheimer Rd	516 16	Houston	TX	77077-6682
o-Medical Applications of Texas, Inc.	(214) 371-2485	1111 W Ledbetter Dr	Ste 800	Dallas	TX	75224-4966
o-Medical Applications of Texas, Inc.	(806) 418-2690	1805 Point West Pkwy	Ste 200	Amarillo	TX	79124-2166
o-Medical Applications of Texas, Inc.	(817) 599-6783	2025 Fort Worth Hwy	Ste 400	Weatherford	TX	76086-4777
o-Medical Applications of Texas, Inc.	(713) 926-3394	6830 Capitol St	516 166	Houston	TX	77011-4622
o-Medical Applications of Texas, Inc.	(254) 554-3366	726 S Fort Hood St		Killeen	TX	76541-7431
o-Medical Applications of Texas, Inc.	(956) 581-2136	1615 E Expressway 83		Mission	TX	78572-6610
o-Medical Applications of Texas, Inc.	(281) 388-0707	2625 S Bypass 35		Alvin	TX	77511-4795
o-Medical Applications of Texas, Inc.	(915) 599-2891	10767 Gateway Blvd W	Ste 600	El Paso	TX	79935-4918
o-Medical Applications of Texas, Inc.	(281) 550-0287	8925 Highway 6 N	310 000	Houston	TX	77095-2457
o-Medical Applications of Texas, Inc.	(936) 258-6833	1003 N Cleveland St		Dayton	TX	77535-2131
o-Medical Applications of Texas, Inc.	(214) 942-2900	1150 N Bishop Ave	Ste 200	Dallas	TX	75208-4168
o-Medical Applications of Texas, Inc.	• • •	•	316 200	Dallas		75208-4168
io-Medical Applications of Texas, Inc.	(214) 381-9494 (817) 338-1303	7610 Military Pkwy 1210 Alston Ave		Fort Worth	TX	76104-4506
	(817) 338-1302 (817) 558 1502				TX TV	
o-Medical Applications of Texas, Inc.	(817) 558-1593	160 Jack Burton Dr	Cto D	Cleburne	TX	76031-7711
o-Medical Applications of Texas, Inc.	(956) 544-0711	64 S Price Rd	Ste B	Brownsville	TX	78521-2459
io-Medical Applications of Texas, Inc.	(325) 691-0772	349 S Danville Dr		Abilene	TX	79605-1448

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Texas, Inc.	(254) 666-8826	5940 Crosslake Pkwy		Waco	TX	76712-6986
Bio-Medical Applications of Texas, Inc.	(432) 332-3058	230 N Washington Ave		Odessa	TX	79761-5424
Bio-Medical Applications of Texas, Inc.	(281) 421-4108	4816 E Chase St		Baytown	TX	77521-3387
Bio-Medical Applications of Texas, Inc.	(713) 791-9690	1333 Old Spanish Trl	# J	Houston	TX	77054-1849
Bio-Medical Applications of Texas, Inc.	(512) 819-9104	1900 Scenic Dr	Ste 1128	Georgetown	TX	78626-7874
Bio-Medical Applications of Texas, Inc.	(817) 551-6623	200 Mcpherson Blvd		Fort Worth	TX	76140-5451
Bio-Medical Applications of Texas, Inc.	(361) 790-5675	1102 Fm 3036		Rockport	TX	78382-7797
Bio-Medical Applications of Texas, Inc.	(281) 438-0354	15917b S Post Oak Rd		Houston	TX	77053-3553
Bio-Medical Applications of Texas, Inc.	(713) 222-2513	2920 Fulton St		Houston	TX	77009-5738
Bio-Medical Applications of Texas, Inc.	(512) 259-1329	1201 N Lakeline Blvd	Ste 100	Cedar Park	TX	78613-6780
Bio-Medical Applications of Texas, Inc.	(361) 986-1567	6017 Parkway		Corpus Christi	TX	78414-2456
Bio-Medical Applications of Texas, Inc.	(972) 908-2769	925 W Exchange Pkwy		Allen	TX	75013-7016
Bio-Medical Applications of Texas, Inc.	(214) 703-6951	3801 Lakeview Pkwy	Ste 100	Rowlett	TX	75088-4079
Bio-Medical Applications of Texas, Inc.	(214) 371-2618	5148 S Lancaster Rd	Ste B	Dallas	TX	75241-1311
Bio-Medical Applications of Texas, Inc.	(214) 467-3788	4810 W Illinois Ave		Dallas	TX	75211-6501
Bio-Medical Applications of Texas, Inc.	(972) 266-3891	825 Dalworth St		Grand Prairie	TX	75050-5546
Bio-Medical Applications of Texas, Inc.	(361) 325-3528	720 N Saint Marys St		Falfurrias	TX	78355-3636
Bio-Medical Applications of Texas, Inc.	(713) 676-0888	2133 Lockwood Dr		Houston	TX	77020-4421
Denton LD LLC	(940) 497-1414	3400 Corinth Pkwy	Ste 130	Corinth	TX	76208-1313
Dialysis Management Corporation	(361) 881-3357	600 Elizabeth St	2nd Floor	Corpus Christi	TX	78404-2235
Dialysis Management Corporation	(361) 888-7547	1647 S Alameda St	2110 1 1001	Corpus Christi	TX	78404-2233
Dialysis Management Corporation	(361) 595-4178	2213 S Brahma Blvd		Kingsville	TX	78363-7107
		222 E Sinton St		Sinton	TX	78387-2655
Dialysis Management Corporation	(361) 364-1968	709 S Commercial St	C 1			78336-1826
Dialysis Management Corporation	(361) 758-0029		CI	Aransas Pass	TX	
Dialysis Management Corporation	(361) 668-8055	901 Medical Center Blvd	Cuito A. D.	Alice	TX	78332-4182
Dialysis Management Corporation	(361) 814-0168	4112 S Staples St	Suite A, B	Corpus Christi	TX	78411-2109
Everest Healthcare Texas, L.P.	(214) 367-8880	3650 N Buckner Blvd	Ste 108	Dallas	TX	75228-5661
Fondren Dialysis Clinic, Inc.	(713) 782-1810	7011 Regency Square Blvd		Houston	TX	77036-3204
Fresenius Kidney Care Concho Valley, LLC	(325) 481-0848	2018 Pulliam St		San Angelo	TX	76905-5148
Fresenius Kidney Care Concho Valley, LLC	(325) 792-0008	2008 Nine Rd		Brady	TX	76825-7210
Fresenius Kidney Care Trailblazer, LLC	(936) 546-0849	2001 E Bowie Ave		Crockett	TX	75835-3313
Fresenius Medical Care - South Texas Kidney, LLC	(956) 783-5628	734 N Alamo Rd		Alamo	TX	78516-2538
Fresenius Medical Care Balch Spring, LLC	(972) 329-8271	2429 Hickory Tree Rd		Balch Springs	TX	75180-1334
Fresenius Medical Care Balch Springs, LLC	(972) 329-8271	2429 Hickory Tree Rd		Balch Springs	TX	75180-1334
Fresenius Medical Care Beamer, LLC	(281) 922-9930	12727 Beamer Rd		Houston	TX	77089
Fresenius Medical Care Cedar Hill, LLC	(972) 293-8178	120 W Belt Line Rd		Cedar Hill	TX	75104-2011
Fresenius Medical Care East Fort Worth, LLC	(817) 429-1944	1032 Sandy Ln		Fort Worth	TX	76120-3314
Fresenius Medical Care El Paso Transmountain, LLC	(915) 757-2271	10112 Dyer St		El Paso	TX	79924-4246
Fresenius Medical Care El Paso West, LLC	(915) 584-5400	1430 Northwestern Dr		El Paso	TX	79912
Fresenius Medical Care Granbury, LLC	(682) 205-7001	1030 E Us Highway 377	Ste 128	Granbury	TX	76048-1457
Fresenius Medical Care Houston Home, LLC	(713) 790-1581	9001 Kirby Dr		Houston	TX	77054-2503
Fresenius Medical Care Kingwood, LLC	(281) 548-1250	9767 Fm 1960 Bypass Rd W		Humble	TX	77338-4067
Fresenius Medical Care Lamesa, LLC	(806) 872-9239	1600 N Bryan Ave		Lamesa	TX	79331-3145
Fresenius Medical Care Livingston (Texas), LLC	(936) 327-0036	101 W Park Dr		Livingston	TX	77351-1282
Fresenius Medical Care Lubbock, LLC	(806) 744-1252	2710 Avenue Q		Lubbock	TX	79411-2446
Fresenius Medical Care New Caney Dialysis Center, LLC	(281) 354-1494	22310 Mccleskey Rd		New Caney	TX	77357-5106
Fresenius Medical Care Northeast Houston, LLC	(281) 862-9106	4810 E Sam Houston Pkwy N		Houston	TX	77015-3240
Fresenius Medical Care Northside Dialysis, LLC	(281) 583-4698	235 Fm 1960 Rd W	Ste 235c	Houston	TX	77090-3515
Fresenius Medical Care Palestine Home, LLC	(903) 729-0151	201 Medical Dr		Palestine	TX	75801-4709
Fresenius Medical Care Renner Road, LLC	(972) 234-4667	3317 Essex Dr	Ste 150	Richardson	TX	75082-9714
Fresenius Medical Care Renner Road, LLC	(972) 234-4326	3517 Spectrum Blvd		Richardson	TX	75082-9703

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Rolling Plains, LLC	(325) 236-8171	100 E Arizona Ave		Sweetwater	TX	79556-7118
Fresenius Medical Care SE Fort Worth, LLC	(817) 413-0070	3708 E Rosedale St		Fort Worth	TX	76105-1701
Fresenius Medical Care San Antonio, LLC	(830) 374-9022	1313 Veterans Ave	Ste E	Crystal City	TX	78839-1651
Fresenius Medical Care San Antonio, LLC	(210) 688-0377	5620 Lone Star Pkwy	Ste 1	San Antonio	TX	78253-2202
Fresenius Medical Care San Antonio, LLC	(210) 561-7879	5418 N Loop 1604 W	Ste 120	San Antonio	TX	78249-4582
Fresenius Medical Care San Antonio, LLC	(830) 379-1801	757 W Court St		Seguin	TX	78155-5414
Fresenius Medical Care San Antonio, LLC	(830) 775-7840	2201 N Bedell Ave	Ste D	Del Rio	TX	78840-8021
Fresenius Medical Care San Antonio, LLC	(210) 520-1000	6945 Alamo Downs Pkwy		San Antonio	TX	78238-4519
Fresenius Medical Care San Antonio, LLC	(210) 805-9880	8840 Tradeway St		San Antonio	TX	78217-6115
Fresenius Medical Care San Antonio, LLC	(210) 932-9156	134 Camino De Oro		San Antonio	TX	78224-1276
Fresenius Medical Care San Antonio, LLC	(210) 661-0201	4653 Binz Engleman Rd	Ste 2	San Antonio	TX	78219-1713
Fresenius Medical Care San Antonio, LLC	(830) 876-3939	409 S 7th St		Carrizo Springs	TX	78834-3805
Fresenius Medical Care San Antonio, LLC	(210) 641-6000	10134 Huebner Rd		San Antonio	TX	78240-1372
Fresenius Medical Care San Antonio, LLC	(210) 499-4003	116 Gallery Cir	Ste 102	San Antonio	TX	78258-3341
Fresenius Medical Care San Antonio, LLC	(210) 527-1308	805 Camden St		San Antonio	TX	78215-1446
Fresenius Medical Care San Antonio, LLC	(830) 769-4125	1720 Highway 97 E		Jourdanton	TX	78026-1510
Fresenius Medical Care San Antonio, LLC	(830) 606-0333	1561 N Interstate 35		New Braunfels	TX	78130-2818
Fresenius Medical Care San Antonio, LLC	(210) 655-4005	11701 Toepperwein Rd		Live Oak	TX	78233-3155
Fresenius Medical Care San Antonio, LLC	(210) 225-4733	305 N Frio St		San Antonio	TX	78207-3034
Fresenius Medical Care San Antonio, LLC	(830) 773-9545	3065 Megan St		Eagle Pass	TX	78852-5884
Fresenius Medical Care San Antonio, LLC	(210) 433-6991	411 N General Mcmullen Dr		San Antonio	TX	78237-1527
Fresenius Medical Care San Antonio, LLC	(210) 212-9300	626 Merida St		San Antonio	TX	78207-7607
Fresenius Medical Care San Antonio, LLC	(830) 774-3031	608 N Bedell Ave		Del Rio	TX	78840-4109
Fresenius Medical Care Spring Klein Dialysis Center, LLC	(281) 350-1756	5230 Fm 2920 Rd		Spring	TX	77388-3003
Fresenius Medical Care Sugarland, LLC	(281) 240-4076	4675 Sweetwater Blvd	Ste B	Sugar Land	TX	77479-3012
Fresenius Medical Care Sugarland, LLC	(281) 201-8855	1107 Soldiers Field Dr	Ste B	Sugar Land	TX	77479-4002
Fresenius Medical Care West Bexar, LLC	(210) 435-2100	803 Castroville Rd	Ste 410	San Antonio	TX	78237-3148
Fresenius Medical Care Wichita Falls, LLC	(210) 433 2100	1103 Grace St	310 410	Wichita Falls	TX	76301-4414
Fresenius Medical Care Wichita Falls, LLC	(940) 322-1450	1600 9th St		Wichita Falls	TX	76301-4305
Fresenius Medical Care Wichita Falls, LLC	(940) 549-1732	1531 380 Byp		Graham	TX	76450-2323
Gulf Region Mobile Dialysis, Inc.	(281) 465-1601	1575 Sawdust Rd	Ste 280	The Woodlands	TX	77380-3859
LDHV, LLC	(936) 295-3180	540 Interstate 45 S	Ste 280	Huntsville	TX	77340-5647
LDNL LLC	(956) 717-1600	6410 Cresent Loop	Suite 100	Laredo	TX	78041-2043
LDV LLC	(361) 485-1148	606 E Locust Ave	Suite 100	Victoria	TX	77901-3966
LIBIR LLC			C+o 101			
Lewisville LD, LLC	(972) 746-4747	1111 W Airport Fwy	Ste 101	Irving	TX	75062-6204
·	(469) 549-7424	101 E Southwest Pkwy	Ste 110	Lewisville	TX	75067-8753
Liberty Dialysis - Brenham LLC	(979) 353-4440	604 Medical Ct		Brenham	TX	77833-5431
Liberty Dialysis-Bryan LLC	(979) 314-1581	2390 E 29th St		Bryan	TX	77802-1905
Liberty Dialysis-Bryan LLC	(979) 314-1550	2390 E 29th St		Bryan	TX	77802-1905
Liberty Dialysis-College Station LLC	(979) 314-1560	3314 Longmire Dr	CL - 200	College Station	TX	77845-5812
Liberty Dialysis-Laredo Acutes LLC	(956) 717-1600	2309 E Saunders St	Ste 200	Laredo	TX	78041-5434
Liberty Dialysis-Laredo, LLC	(956) 242-4810	2309 E Saunders St	Ste 200	Laredo	TX	78041-5434
National Nephrology Associates of Texas, L.P.	(512) 901-2209	2120 W Braker Ln	Ste A	Austin	TX	78758-4064
National Nephrology Associates of Texas, L.P.	(512) 901-2209	2120 W Braker Ln	Ste A	Austin	TX	78758-4064
National Nephrology Associates of Texas, L.P.	(512) 878-2420	1340 Wonder World Dr	Ste 4100	San Marcos	TX	78666-7695
National Nephrology Associates of Texas, L.P.	(512) 707-7601	621 Radam Ln		Austin	TX	78745-1173
National Nephrology Associates of Texas, L.P.	(512) 873-0346	12221 Renfert Way	Ste 100	Austin	TX	78758-5449
National Nephrology Associates of Texas, L.P.	(512) 671-8012	1499 E Old Settlers Blvd		Round Rock	TX	78664-2797
National Nephrology Associates of Texas, L.P.	(512) 581-9993	423 Old Austin Hwy		Bastrop	TX	78602-5069
National Nephrology Associates of Texas, L.P.	(830) 798-9575	802 Steve Hawkins Pkwy		Marble Falls	TX	78654-6345
RCG East Texas, LLP	(903) 569-9252	102 Maxine St		Mineola	TX	75773-1012

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
RCG East Texas, LLP	(903) 589-3828	908 E Loop 456	Ste 100	Jacksonville	TX	75766-9495
RCG Irving, LLP	(972) 871-8282	1625 N Story Rd	Ste 140	Irving	TX	75061-1954
RCG Robstown, LLP	(361) 767-0408	902 Lincoln Ave		Robstown	TX	78380-4206
Reliant Renal Care - Texas, LLC	(817) 886-3200	5601 Locke Ave	Ste 101	Fort Worth	TX	76107-5127
Renal Care Group Texas, Inc.	(903) 531-8101	1000 S Beckham Ave	2nd Floor Dialysis	Tyler	TX	75701-1908
Renal Care Group Texas, Inc.	(903) 595-2495	815 E 1st St		Tyler	TX	75701-3304
Renal Care Group Texas, Inc.	(903) 693-4511	1614 S Market Street		Carthage	TX	75633-9411
Renal Care Group Texas, Inc.	(903) 572-1757	628 S Jefferson Ave		Mt Pleasant	TX	75455-4842
Renal Care Group Texas, Inc.	(903) 723-7202	2260 S Sycamore St		Palestine	TX	75801-4777
Renal Care Group Texas, Inc.	(361) 387-0199	3825 County Road 69		Robstown	TX	78380-5825
Renal Care Group Texas, Inc.	(903) 739-2376	633 Stone Ave		Paris	TX	75460-9342
Renal Care Group Texas, Inc.	(281) 403-0749	3819 Cartwright Rd		Missouri City	TX	77459-2443
Renal Care Group Texas, Inc.	(903) 526-4286	3600 W Erwin St		Tyler	TX	75702-6521
Renal Care Group Texas, Inc.	(903) 677-8471	1220 S Palestine St		Athens	TX	75751-3619
Renal Care Group Texas, Inc.	(903) 581-8707	3824 Troup Hwy		Tyler	TX	75703-1726
Renal Care Group Texas, Inc.	(903) 581-5252	3826 Troup Hwy	Ste L	Tyler	TX	75703-1728
Renal Care Group Texas, Inc.	(903) 841-7000	812 Us Highway 271 N	566 2	Gilmer	TX	75644-5578
Renal Care Group Texas, Inc.	(903) 885-3900	1401 Medical Dr		Sulphur Springs	TX	75482-2194
Renal Care Group-Harlingen, L.P.	(956) 412-1097	1653 Treasure Hills Blvd		Harlingen	TX	78550-8910
S.A.K.D.C., LLC	(210) 338-7742	5131 Medical Dr	Ste 110	San Antonio	TX	78229-5063
S.A.K.D.C., LLC	(210) 648-2323	4626 E Southcross Blvd	316 110	San Antonio	TX	78223-3003 78222-4911
STAT Dialysis Corporation	(956) 519-2999	901 Plaza Dr		Mission	TX	78572-6029
STAT Dialysis Corporation		5406 S Jackson Rd			TX	78539-6672
Ferrell Dialysis Conton	(956) 668-1208			Edinburg Kaufman	TX	75142-3658
•	(972) 932-4846	2213 Old Kemp Hwy				
Bio-Medical Applications of Tennessee, Inc.	(423) 566-6947	Po Box 730		Caryville	TN	37714-0730
Bio-Medical Applications of Tennessee, Inc.	(865) 539-9081	324 N Park 40 Blvd		Knoxville	TN	37923-3624
Bio-Medical Applications of Tennessee, Inc.	(901) 566-0471	6460 Mt Moriah Extended		Memphis	TN	38115
Bio-Medical Applications of Tennessee, Inc.	(865) 690-7517	4440 Walker Blvd		Knoxville	TN	37917-1523
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4507	5268 E Raines Rd	6. 404	Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(423) 929-7181	2002 Brookside Dr	Ste 101	Kingsport	TN	37660-4634
Bio-Medical Applications of Tennessee, Inc.	(615) 342-2358	784 Melrose Ave		Nashville	TN	37211-2151
Bio-Medical Applications of Tennessee, Inc.	(615) 342-2358	784 Melrose Ave		Nashville	TN	37211-2151
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4500	5268 E Raines Rd		Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4500	5268 E Raines Rd		Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4500	5268 E Raines Rd		Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4500	5268 E Raines Rd		Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(901) 433-4500	5268 E Raines Rd		Memphis	TN	38118-7015
Bio-Medical Applications of Tennessee, Inc.	(901) 266-1551	5020 English Towne Dr		Memphis	TN	38128-0917
Bio-Medical Applications of Tennessee, Inc.	(423) 652-0158	1 Medical Park Blvd	Ste 100e	Bristol	TN	37620-7450
Bio-Medical Applications of Tennessee, Inc.	(865) 524-5308	1826 Ailor Ave		Knoxville	TN	37921-5802
Bio-Medical Applications of Tennessee, Inc.	(901) 767-0223	4601 Quince Rd		Memphis	TN	38117-6546
Bio-Medical Applications of Tennessee, Inc.	(901) 767-0118	4569 Summer Ave		Memphis	TN	38122-4135
Bio-Medical Applications of Tennessee, Inc.	(865) 633-6052	2519 E Magnolia Ave		Knoxville	TN	37914-5311
Bio-Medical Applications of Tennessee, Inc.	(865) 717-1032	1662 Roane State Hwy		Harriman	TN	37748-8303
Bio-Medical Applications of Tennessee, Inc.	(865) 482-7650	650 Briarcliff Ave		Oak Ridge	TN	37830-8798
Bio-Medical Applications of Tennessee, Inc.	(901) 725-7586	2225 Union Ave	Ste 200	Memphis	TN	38104-4390
Bio-Medical Applications of Tennessee, Inc.	(901) 398-6388	4115 S Plaza Dr		Memphis	TN	38116-6334
Bio-Medical Applications of Tennessee, Inc.	(901) 388-1749	3850 Austin Peay Hwy		Memphis	TN	38128-2517
Bio-Medical Applications of Tennessee, Inc.	(931) 438-2399	2218 Thornton Taylor Pkwy		Fayetteville	TN	37334-3625
Bio-Medical Applications of Tennessee, Inc.	(865) 475-7524	1030 W Highway 11e		New Market	TN	37820-4204
Bio-Medical Applications of Tennessee, Inc.	(901) 861-8041	155 Crescent Dr		Collierville	TN	38017-3373

Bio-Medical Applications of Tennessee, Inc. Bio-Medical Applications of Tennessee, Inc.	(423) 613-9000					
	( .25, 515 5000	119 Hedrick Dr		Newport	TN	37821-2930
	(901) 475-1555	2047 Highway 51 S		Covington	TN	38019-3631
Bio-Medical Applications of Tennessee, Inc.	(423) 507-9712	943 Decatur Pike		Athens	TN	37303-3037
Bio-Medical Applications of Tennessee, Inc.	(901) 398-1163	1200 Farrow Rd		Memphis	TN	38116-7116
Bio-Medical Applications of Tennessee, Inc.	(865) 986-5257	200 Interchange Park Dr		Lenoir City	TN	37772-5664
Bio-Medical Applications of Tennessee, Inc.	(423) 727-5676	120 Pioneer Village Dr		Mountain City	TN	37683-1858
Bio-Medical Applications of Tennessee, Inc.	(423) 230-0461	3600 Netherland Inn Rd		Kingsport	TN	37660-7291
Bio-Medical Applications of Tennessee, Inc.	(865) 966-5100	11305 Station West Dr		Knoxville	TN	37934-1632
Bio-Medical Applications of Tennessee, Inc.	(423) 562-2084	305 River Dr		La Follette	TN	37766-3640
Bio-Medical Applications of Tennessee, Inc.	(865) 687-3436	4440 Walker Blvd		Knoxville	TN	37917-1523
Bio-Medical Applications of Tennessee, Inc.	(901) 272-2667	1428 Monroe Ave		Memphis	TN	38104-3633
Bio-Medical Applications of Tennessee, Inc.	(865) 523-1516	1740 Western Ave		Knoxville	TN	37921-6739
Bio-Medical Applications of Tennessee, Inc.	(423) 476-6166	905 Clingan Ridge Dr Nw		Cleveland	TN	37312-3729
Bio-Medical Applications of Tennessee, Inc.	(901) 367-1001	6490 Mount Moriah Road Ext	Ste 101	Memphis	TN	38115-3841
Bio-Medical Applications of Tennessee, Inc.	(423) 245-6464	2002 Brookside Dr	Ste 101	Kingsport	TN	37660-4634
Bio-Medical Applications of Tennessee, Inc.	(901) 547-6401	6490 Mount Moriah Road Ext	Ste 102	Memphis	TN	38115-3841
Bio-Medical Applications of Tennessee, Inc.	(901) 366-2168	6490 Mount Moriah Road Ext	Ste 201	Memphis	TN	38115-3841
Bio-Medical Applications of Tennessee, Inc.	(423) 337-4534	783 New Highway 68		Sweetwater	TN	37874-1906
Bio-Medical Applications of Tennessee, Inc.	(901) 873-0920	7840 Church St		Millington	TN	38053-2403
Bio-Medical Applications of Tennessee, Inc.	(865) 690-7517	431 N Park 40 Blvd	# N	Knoxville	TN	37923-3615
Bio-Medical Applications of Tennessee, Inc.	(901) 681-4010	6055 Primacy Pkwy	Ste 125	Memphis	TN	38119-5755
Bio-Medical Applications of Tennessee, Inc.	(901) 379-2447	3348 N Germantown Rd		Bartlett	TN	38133-4026
Bio-Medical Applications of Tennessee, Inc.	(865) 947-1700	732 E Emory Rd		Knoxville	TN	37938-4613
Bio-Medical Applications of Tennessee, Inc.	(865) 774-0426	1210 Fox Meadows Blvd		Sevierville	TN	37862-6922
Bio-Medical Applications of Tennessee, Inc.	(423) 542-8208	1210 Milita Ct		Elizabethton	TN	37643-2894
Bio-Medical Applications of Virginia, Inc.	(276) 628-3380	2002 Brookside Dr	Ste 101	Kingsport	TN	37660-4634
Dialysis Associates, LLC	(615) 731-6368	5214 Hickory Hollow Pkwy		Antioch	TN	37013-3082
Dialysis Associates, LLC	(615) 826-5848	230 New Shackle Island Rd	Ste 200	Hendersonville	TN	37075-2484
Dialysis Associates, LLC	(931) 474-5606	1428 Sparta St		Mc Minnville	TN	37110-1365
Dialysis Associates, LLC	(931) 962-1356	359 Old Mill Rd		Winchester	TN	37398-2444
Dialysis Associates, LLC	(931) 424-6666	110 lvy Ln		Pulaski	TN	38478-4550
Dialysis Associates, LLC	(615) 354-2442	28 White Bridge Rd	Ste 311	Nashville	TN	37205-1467
Dialysis Associates, LLC	(615) 384-8939	106 Mooreland Dr		Springfield	TN	37172-3945
Dialysis Associates, LLC	(615) 353-2113	344 White Bridge Pike		Nashville	TN	37209-3227
Dialysis Associates, LLC	(615) 451-0093	561 S Water Ave		Gallatin	TN	37066-3619
Dialysis Associates, LLC	(931) 461-9010	1406 N Jackson St	Ste 600	Tullahoma	TN	37388-2388
Dialysis Associates, LLC	(615) 226-2650	220 W Maplewood Ln		Nashville	TN	37207-2900
Dialysis Associates, LLC	(615) 226-2085	1001 Riverside Dr		Nashville	TN	37206-1429
Dialysis Associates, LLC	(615) 323-7065	923 S Broadway St		Portland	TN	37148-1691
Dialysis Associates, LLC	(615) 904-6994	1524 Williams Dr	Ste 200	Murfreesboro	TN	37129-3274
Dialysis Associates, LLC	(615) 220-1739	10519 Cedar Grove Rd		Smyrna	TN	37167-6139
Dialysis Associates, LLC	(931) 762-7194	1311 S Locust Ave		Lawrenceburg	TN	38464-4040
Dialysis Associates, LLC	(931) 359-1940	1030 War Eagle Dr		Lewisburg	TN	37091-2279
Dialysis Associates, LLC	(931) 729-0810	193 Brown Jct		Centerville	TN	37033-1334
Fresenius Medical Care Bartlett Home, LLC	(901) 624-3833	1533 Bonnie Ln	Ste 101	Cordova	TN	38016-1564
Fresenius Medical Care Columbia Franklin, LLC	(931) 380-9099	861 W James Campbell Blvd		Columbia	TN	38401-4668
Fresenius Medical Care Columbia Franklin, LLC	(615) 599-9810	1120 Lakeview Dr	Ste 400	Franklin	TN	37067-3032
Fresenius Medical Care Goodlettsville, LLC	(615) 859-2661	740 Conference Dr	-	Goodlettsville	TN	37072-2084
Fresenius Medical Care Morristown, LLC	(423) 587-8395	420 W Morris Blvd	Ste 110	Morristown	TN	37813-2255
Fresenius Medical Care South Airways, LLC	(901) 345-5755	5484 Airways Blvd		Memphis	TN	38116-9402
NRA-Crossville, Tennessee, LLC	(931) 484-4500	121 Dooley St		Crossville	TN	38555-4075

Legal Business Name	<b>Telephone Number</b>	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
National Medical Care, Inc.	(423) 929-7181	100 Technology Ln		Johnson City	TN	37604-2004
National Medical Care, Inc.	(423) 638-1201	180 Serral Dr		Greeneville	TN	37745-3074
National Medical Care, Inc.	(423) 764-4044	2530 W State St		Bristol	TN	37620-1816
RAI Care Centers of Lebanon I, LLC	(615) 449-5651	1701 W Main St		Lebanon	TN	37087-3193
RCG Martin, LLC	(731) 587-3390	113 Ec Thurmond Cv		Martin	TN	38237-3932
RCG Martin, LLC	(731) 884-0914	1117 S Miles Ave		Union City	TN	38261-5439
RCG Memphis East, LLC	(901) 757-4119	7640 Wolf River Cir		Germantown	TN	38138-1744
Fresenius Medical Care Dakota Dunes, LLC	(605) 232-1901	357 W Tower Rd		North Sioux City	SD	57049-5018
Bio-Medical Applications of South Carolina, Inc.	(843) 667-6223	1465 Pamplico Hwy		Florence	SC	29505-6173
Bio-Medical Applications of South Carolina, Inc.	(843) 679-0550	181 E Evans St	Ste B	Florence	SC	29506-5503
Bio-Medical Applications of South Carolina, Inc.	(803) 534-7864	125 Kinard St		Orangeburg	SC	29118-8202
Bio-Medical Applications of South Carolina, Inc.	(843) 332-2355	1001 S 4th St		Hartsville	SC	29550-5791
Bio-Medical Applications of South Carolina, Inc.	(803) 774-8778	615 W Wesmark Blvd		Sumter	SC	29150-1900
Bio-Medical Applications of South Carolina, Inc.	(843) 877-1503	3827 Bell St		Loris	SC	29569-2352
Bio-Medical Applications of South Carolina, Inc.	(843) 624-5595	1520 Freedom Blvd		Florence	SC	29505-6040
Bio-Medical Applications of South Carolina, Inc.	(843) 689-8272	25 Hospital Center Blvd	Ste 108	Hilton Head	SC	29926-2735
Bio-Medical Applications of South Carolina, Inc.	(803) 587-2840	1301 Taylor St	Ste 4m	Columbia	SC	29201-2950
Bio-Medical Applications of South Carolina, Inc.		2720 Sunset Blvd		West Columbia	SC	29169-4810
Bio-Medical Applications of South Carolina, Inc.	(843) 339-2047	1051 S 4th St		Hartsville	SC	29550-5791
Bio-Medical Applications of South Carolina, Inc.	(843) 383-9526	1308 S 4th St		Hartsville	SC	29550-7447
Bio-Medical Applications of South Carolina, Inc.	(803) 328-3113	1560 Health Care Dr		Rock Hill	SC	29732-3857
Bio-Medical Applications of South Carolina, Inc.	(803) 485-2341	20 Buff Blvd		Summerton	SC	29148-9448
Bio-Medical Applications of South Carolina, Inc.	(843) 394-3944	331 Elizabeth Anne Ct		Lake City	SC	29560-2488
Bio-Medical Applications of South Carolina, Inc.	(843) 667-0654	1520 Freedom Blvd		Florence	SC	29505-6040
Bio-Medical Applications of South Carolina, Inc.	(843) 361-1709	1307 13th Ave N		North Myrtle Bea	SC	29582-2566
Bio-Medical Applications of South Carolina, Inc.	(803) 484-5972	289 Fairview Ave		Bishopville	SC	29010-1513
Bio-Medical Applications of South Carolina, Inc.	(843) 221-5454	102 S County Line Rd		Andrews	SC	29510-8125
Bio-Medical Applications of South Carolina, Inc.	(803) 684-7350	1440 E Alexander Love Hwy		York	SC	29745-7758
Bio-Medical Applications of South Carolina, Inc.	(864) 646-6607	908 S Mechanic St		Pendleton	SC	29670-1815
Bio-Medical Applications of South Carolina, Inc.	(843) 681-5840	25 Hospital Center Blvd	Hospital Medical Pav Ste	1 Hilton Head Islar	SC	29926-2738
Bio-Medical Applications of South Carolina, Inc.	(864) 369-6509	200 Church St	·	Honea Path	SC	29654-2213
Bio-Medical Applications of South Carolina, Inc.	(843) 527-3431	1120 N Fraser St		Georgetown	SC	29440-2850
Bio-Medical Applications of South Carolina, Inc.	(843) 524-2373	10 Johnny Morrall Cir	Two Professional Drive	Port Royal	SC	29935-1148
Bio-Medical Applications of South Carolina, Inc.	(803) 377-8127	501 Health Way Dr		Chester	SC	29706-2911
Bio-Medical Applications of South Carolina, Inc.	(803) 505-2121	3107 Sumter Hwy		Manning	SC	29102-9090
Bio-Medical Applications of South Carolina, Inc.	(843) 347-5111	838 Farrar Dr		Conway	SC	29526-8747
Bio-Medical Applications of South Carolina, Inc.	(843) 756-0300	3827 Bell St		Loris	SC	29569-2352
Bio-Medical Applications of South Carolina, Inc.	(843) 357-4840	5011 Highway 17		Murrells Inlet	SC	29576-5043
Bio-Medical Applications of South Carolina, Inc.	(843) 669-0825	435 N Cashua Dr		Florence	SC	29501-2097
Bio-Medical Applications of South Carolina, Inc.	(843) 987-0110	28 Rice Pond Rd		Ridgeland	SC	29936-8170
Bio-Medical Applications of South Carolina, Inc.	(843) 479-3817	1104 Frank W Evans Way		Bennettsville	SC	29512-2169
Bio-Medical Applications of South Carolina, Inc.	(843) 398-5263	1018 S Governor Williams Hwy		Darlington	SC	29532-5658
Bio-Medical Applications of South Carolina, Inc.	(843) 774-3687	1304 Highway 301 S		Dillon	SC	29536-4605
Bio-Medical Applications of South Carolina, Inc.	(843) 355-9750	215 N Brooks St		Kingstree	SC	29556-3503
Bio-Medical Applications of South Carolina, Inc.	(843) 423-4673	109 Merritt Ct		Marion	SC	29571-6813
Bio-Medical Applications of South Carolina, Inc.	(803) 802-2480	535 Rivercrossing Dr		Fort Mill	SC	29715-7900
Bio-Medical Applications of South Carolina, Inc.	(843) 546-6900	2623 S Fraser St		Georgetown	SC	29440-4374
Bio-Medical Applications of South Carolina, Inc.	(843) 881-4842	901 Von Kolnitz Rd	Ste 102	Mount Pleasant	SC	29464-3772
Bio-Medical Applications of South Carolina, Inc.	(803) 872-4149	5707 Willowbrook St	510 102	Fort Lawn	SC	29714-8762
Bio-Medical Applications of South Carolina, Inc.	(843) 839-4273	4592 Oleander Dr		Myrtle Beach	SC	29577-5747
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Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of South Carolina, Inc.	(843) 380-1581	200 Stuckey St		Johnsonville	SC	29555-6449
Bio-Medical Applications of South Carolina, Inc.	(843) 664-3074	406 S Church St		Florence	SC	29506-3000
Bio-Medical Applications of South Carolina, Inc.	(843) 488-0328	1702 Mill Pond Rd		Conway	SC	29527-4745
Fresenius Medical Care Anderson, LLC	(864) 224-0024	2021 Cardinal Cir		Anderson	SC	29621-1503
Fresenius Medical Care Anderson, LLC	(864) 224-1678	416 E Calhoun St		Anderson	SC	29621-5800
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 722-6048	1000 Ramblin Rd		West Columbia	SC	29172-1747
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 434-6146	5 Richland Medical Park Dr	7th Floor West Hospital	Columbia	SC	29203-6863
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 905-4267	653 W Wesmark Blvd		Sumter	SC	29150-1900
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 469-2800	615 W Wesmark Blvd		Sumter	SC	29150-1900
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 774-2205	520 Physicians Ln		Sumter	SC	29150-3370
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 736-0473	140 Highland Center Dr		Columbia	SC	29203-9247
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 502-4333	690 Medical Park Dr	Ste 150	Aiken	SC	29801-5385
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 799-1266	121 Park Central Dr	Ste 101	Columbia	SC	29203-6476
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 425-9000	7 Haile Ln		Camden	SC	29020-3754
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 779-7511	2125 Adams Grv		Columbia	SC	29203-7102
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 779-4073	2139 Adams Grv		Columbia	SC	29203-7102
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 695-3628	1840 Pineview Dr		Columbia	SC	29209-5085
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 749-7088	1012 Lykes Ln		Irmo	SC	29063-8444
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 438-0905	909 Carolina Dr		Lugoff	SC	29078-8766
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 358-0145	131 Whispering Winds Dr		Lexington	SC	29072-3869
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 276-2860	2850 Kinard St		Newberry	SC	29108
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 799-6355	150 Park Central Dr		Columbia	SC	29203-6469
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 733-1764	105 Sum Mor Dr		West Columbia	SC	29169-4828
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 754-7377	7631 Wilson Blvd		Columbia	SC	29203-3020
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 712-6732	1126 Us Highway 321 Bus S	Ste A	Winnsboro	SC	29180-7429
Fresenius Medical Care CNA Kidney Centers, LLC	(803) 604-8002	303 Village Square Dr		Leesville	SC	29070-7055
Fresenius Medical Care Goose Creek Home Dialysis, LLC	(843) 695-0061	1980 N Main St		Summerville	SC	29483-7812
Fresenius Medical Care Walterboro, LLC	(843) 782-4900	904 N Jefferies Blvd		Walterboro	SC	29488-2726
NRA-Bamberg, South Carolina, LLC	(803) 245-1775	2046 Main Hwy		Bamberg	SC	29003-1082
NRA-Holly Hill, South Carolina, LLC	(803) 496-2800	8532 Old State Rd		Holly Hill	SC	29059-8379
NRA-Hollywood, South Carolina, LLC	(843) 571-4025	5953 Jacobs Point Blvd	Po Box 487	Ravenel	SC	29470-5643
NRA-Mt. Pleasant, South Carolina, LLC	(843) 884-3115	1028 Ewall St		Mount Pleasant	SC	29464-3046
NRA-North Augusta, South Carolina, LLC	(803) 279-3722	10263 Atomic Rd		North Augusta	SC	29841-4484
NRA-Orangeburg, South Carolina, LLC	(803) 531-7501	1184 Orangeburg Mall Cir		Orangeburg	SC	29115-3439
RAI Care Centers of South Carolina I, LLC	(843) 899-4953	112 Mccormick Cir		Moncks Corner	SC	29461-3152
RAI Care Centers of South Carolina I, LLC	(843) 766-4655	2080 Charlie Hall Blvd		Charleston	SC	29414-5830
RAI Care Centers of South Carolina I, LLC	(843) 553-4742	2450 Elms Center Rd		North Charlestor	SC	29406-9858
RAI Care Centers of South Carolina I, LLC	(843) 875-9800	109 Burton Ave	Ste A	Summerville	SC	29485-8117
Bio-Medical Applications of Rhode Island, Inc.	(401) 333-4727	622 George Washington Hwy	Ste 66	Lincoln	RI	02865-4273
Everest Healthcare Rhode Island, Inc.		2814 Post Rd		Warwick	RI	02886-3169
Everest Healthcare Rhode Island, Inc.	(401) 738-4050	2814 Post Rd		Warwick	RI	02886-3169
NNA of Rhode Island, Inc.	(401) 521-9300	125 Corliss St		Providence	RI	02904-2611
NNA of Rhode Island, Inc.	(401) 723-9995	79 Division St		Pawtucket	RI	02860-5327
Bio-Medical Applications of Aguadilla, Inc.	(787) 882-1212	Road 459, Km 0.7 Bo. Camaseyes		Aguadilla	PR	00605
Bio-Medical Applications of Arecibo, Inc.	(787) 758-4884	735 Ave Ponce De Leon	Hospital Español Auxilio I	_	PR	00917-5022
Bio-Medical Applications of Arecibo, Inc.	(787) 999-4884	Rd 199	3000 Ste 2	San Juan	PR	00926
Bio-Medical Applications of Arecibo, Inc.	(787) 848-0045	7309 Calle Ramon Power		Ponce	PR	00717-1501
Bio-Medical Applications of Arecibo, Inc.	(787) 267-4884	Prolongacion 25 De Julio St	Condominio Torres Vel S		PR	00698
Bio-Medical Applications of Arecibo, Inc.	(787) 879-5248	1072 Ave Miramar	Road 2 Km 78.5	Arecibo	PR	00612-2744
Bio-Medical Applications of Bayamon, Inc.	(787) 787-9353	Plaza Tropical Shopping Center	Road 167 S Km 22.2	Bayamon	PR	00959
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Bio-Medical Applications of Bayamon, Inc. Bio-Medical Applications of Caguas, Inc.	(787) 743-1334	Plaza Tropical Shopping Center Po Box 6659	KOAO 16/ S KM 22.2	Bayamon Caguas	PR PR	00959 00726-6659

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Carolina, Inc.	(787) 257-2770	B Street, Lot 30	Sabana Abajo Industrial	Pa Carolina	PR	00983
Bio-Medical Applications of Guayama, Inc.	(787) 864-7551	900 Calle Arnaldo Bristol	Pr-54, Km 2.1	Guayama	PR	00784-6869
Bio-Medical Applications of Humacao, Inc.	(787) 850-0033	Po Box 9100		Humacao	PR	00792-9100
Bio-Medical Applications of Mayaguez, Inc.	(787) 834-5335	1050 Corazones Ave	Ste 101	Mayaguez	PR	00680
Bio-Medical Applications of Ponce, Inc.	(787) 844-6050	610 Calle Damas	San Jorge Professiol Bldg	., Ponce	PR	00717-1303
Bio-Medical Applications of Puerto Rico, Inc.	(787) 741-8010	Urb Brisas Las Marias 212 Street		Vieques	PR	00765
Bio-Medical Applications of Puerto Rico, Inc.	(787) 745-8606	Po Box 7199		Caguas	PR	00726-7199
Bio-Medical Applications of Puerto Rico, Inc.	(787) 735-9777	123 Calle Jose C Vazquez		Aibonito	PR	00705-3306
Bio-Medical Applications of Puerto Rico, Inc.	(787) 869-0622	Hc 71 Box 2020		Naranjito	PR	00719-9558
Bio-Medical Applications of Puerto Rico, Inc.	(787) 834-5336	1050 Ave Los Corazones		Mayaguez	PR	00680-7042
Bio-Medical Applications of Puerto Rico, Inc.	(787) 844-6115	610 Calle Damas	San Jorge Professiol Build	di Ponce	PR	00717-1303
Bio-Medical Applications of Puerto Rico, Inc.	(787) 858-3290	Road #2, 3992		Vega Baja	PR	00693
Bio-Medical Applications of Puerto Rico, Inc.	(787) 764-5640	461 Calle Francia		San Juan	PR	00917-4204
Bio-Medical Applications of Puerto Rico, Inc.	(787) 850-0033	200 Calle Dr Vidal	Ste 10	Humacao	PR	00791-4217
Bio-Medical Applications of Puerto Rico, Inc.	(787) 837-8303	531 Road 584		Juana Diaz	PR	00795
Bio-Medical Applications of Puerto Rico, Inc.	(787) 716-1440	Po Box 309		Las Piedras	PR	00771-0309
Bio-Medical Applications of Puerto Rico, Inc.	(787) 535-0707	Po Box 371057		Cayey	PR	00737-1057
Bio-Medical Applications of Puerto Rico, Inc.	(787) 657-1644	Po Box 555		Rio Grande	PR	00745-0555
Bio-Medical Applications of Puerto Rico, Inc.	(787) 915-0500	1 Calle Jacinto Seijo	Parque Industrial De Veg		PR	00692-6549
Bio-Medical Applications of Puerto Rico, Inc.	(787) 834-1550	Po Box 3516		Mayaguez	PR	00681-3516
Bio-Medical Applications of Puerto Rico, Inc.	(787) 815-1640	Hospital Cayetano Coll Y Toste	Road 129 Km 8, San Luis	, -	PR	00614
Bio-Medical Applications of Puerto Rico, Inc.	(781) 918-3146	500 Ave Punto Oro		Ponce	PR	00728-2063
Bio-Medical Applications of Puerto Rico, Inc.	(787) 523-1417	Urb. Santa Juanita	Calle 30 200 Calle Espa E		PR	00956
Bio-Medical Applications of Puerto Rico, Inc.	(787) 957-9647	Po Box 1604	3,000	Canovanas	PR	00729-1604
Bio-Medical Applications of Rio Piedras, Inc.	(787) 766-2296	1535 Ave Ponce De Leon	El Cinco Ward	San Juan	PR	00926-2742
Bio-Medical Applications of San German, Inc.	(787) 892-4660	Torre Medica San Vicente De Paul			PR	00683
Bio-Medical Applications of San Juan, Inc.	(787) 764-5640	461 Calle France	Ste 101	San Juan	PR	00917
Quality Care Dialysis Center of Vega Baja, Inc.	(787) 858-3355	#3992 Road 2 Km. 40.4	Algarrobo Ward	Vega Baja	PR	00693
2217 East High Street, LLC	(610) 705-1895	2223 E High St	<b>3</b>	Pottstown	PA	19464-3215
Bio-Medical Applications of Delaware, Inc.	(610) 276-2018	630 W Germantown Pike		Plymouth Meetii	PA	19462-1069
Bio-Medical Applications of Maryland, Inc.	(610) 276-2018	630 W Germantown Pike		Plymouth Meetii	PA	19462-1069
Bio-Medical Applications of Pennsylvania, Inc.	(215) 487-1868	5003 Umbria St		Philadelphia	PA	19128-4301
Bio-Medical Applications of Pennsylvania, Inc.	(215) 662-2646	3400 Spruce St	2nd Floor White Bldg	Philadelphia	PA	19104-4238
Bio-Medical Applications of Pennsylvania, Inc.	(610) 415-1019	785 Starr St	Ste 116	Phoenixville	PA	19460-3674
Bio-Medical Applications of Pennsylvania, Inc.	(814) 643-7150	7535 Huntingdon Plz	366 110	Huntingdon	PA	16652-1273
Bio-Medical Applications of Pennsylvania, Inc.	(215) 968-3064	105 Terry Dr	Ste 118	Newtown	PA	18940-1872
Bio-Medical Applications of Pennsylvania, Inc.	(==5, 555 555 )	595 W State St	500 ==5	Doylestown	PA	18901-2554
Bio-Medical Applications of Pennsylvania, Inc.	(717) 248-4513	325 W Freedom Ave	Ste 110	Burnham	PA	17009-1859
Bio-Medical Applications of Pennsylvania, Inc.	(610) 997-8350	1005 Harvard Ave	366 110	Bethlehem	PA	18015-9400
Bio-Medical Applications of Pennsylvania, Inc.	(215) 745-3183	700 Cottman Ave		Philadelphia	PA	19111-3062
Bio-Medical Applications of Pennsylvania, Inc.	(717) 732-3274	390 E Penn Dr		Enola	PA	17025-2158
Bio-Medical Applications of Pennsylvania, Inc.	(717) 267-7799	112 N 7th St		Chambersburg	PA	17201-1720
Bio-Medical Applications of Pennsylvania, Inc.	(215) 657-6780	1036 Easton Rd		Willow Grove	PA	19090-2002
Bio-Medical Applications of Pennsylvania, Inc.	(610) 276-2018	630 W Germantown Pike	Ste 100	Plymouth Meetii	PA	19462-1069
Bio-Medical Applications of Pennsylvania, Inc.	(570) 825-9531	307 Laird St	Ste 1	Wilkes Barre	PA	18702-6915
Bio-Medical Applications of Pennsylvania, Inc.	(610) 435-6718	3136 Hamilton Blvd	JIC I	Allentown	PA PA	18103-3671
Bio-Medical Applications of Pennsylvania, Inc.	(215) 657-6780	1036 Easton Rd		Willow Grove	PA PA	19090-2002
Bio-Medical Applications of Pennsylvania, Inc.	(724) 742-0139	144 Emeryville Dr		Cranberry Towns	PA PA	16066-5015
Bio-Medical Applications of Pennsylvania, Inc.	(570) 265-2209	603 William St		Towanda	PA PA	18848-2139
Bio-Medical Applications of Pennsylvania, Inc.	(570) 265-2209	1 Guthrie Sq				18840-1625
• • • • • • • • • • • • • • • • • • • •	(3/0) 00/-4431	•		Sayre	PA DA	
Bio-Medical Applications of Pennsylvania, Inc.		1300 Linglestown Rd		Harrisburg	PA	17110-2838

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Pennsylvania, Inc.	(215) 844-1976	301 W Chelten Ave		Philadelphia	PA	19144-3804
Bio-Medical Applications of Pennsylvania, Inc.	(610) 701-0103	1380 Enterprise Dr		West Chester	PA	19380-5990
Bio-Medical Applications of Pennsylvania, Inc.	(610) 395-1980	7310 Tilghman St	Ste 100	Allentown	PA	18106-9295
Bio-Medical Applications of Pennsylvania, Inc.	(215) 457-4159	5201 Old York Rd	Unit 2	Philadelphia	PA	19141-2985
Bio-Medical Applications of Pennsylvania, Inc.	(215) 546-2183	1740 South St	Ste 100	Philadelphia	PA	19146-1514
Bio-Medical Applications of Pennsylvania, Inc.	(570) 752-9180	301 N Market St		Berwick	PA	18603-3727
Bio-Medical Applications of Pennsylvania, Inc.	(215) 762-7038	230 N Broad St	18th Fl South Tower Roo	r Philadelphia	PA	19102-1121
Bio-Medical Applications of Pennsylvania, Inc.	(717) 240-2944	254 E High St		Carlisle	PA	17013-2520
Bio-Medical Applications of Pennsylvania, Inc.	(724) 966-9292	11 Industrial Park Rd		Carmichaels	PA	15320-9609
Bio-Medical Applications of Pennsylvania, Inc.	(814) 466-7029	3901 S Atherton St	Ste 7	State College	PA	16801-8324
Bio-Medical Applications of Pennsylvania, Inc.	(724) 379-7650	470 Galiffa Dr		Donora	PA	15033-1383
Bio-Medical Applications of Pennsylvania, Inc.	(717) 838-6050	38 N Londonderry Sq	Ste 42	Palmyra	PA	17078-3901
Bio-Medical Applications of Pennsylvania, Inc.	(717) 234-8840	1300 Linglestown Rd		Harrisburg	PA	17110-2838
Bio-Medical Applications of Pennsylvania, Inc.	(724) 325-5445	20 Wesco Dr		Export	PA	15632-3903
Bio-Medical Applications of Pennsylvania, Inc.	(717) 765-8880	27 Vista Dr		Waynesboro	PA	17268-2541
Bio-Medical Applications of Pennsylvania, Inc.	(215) 335-0668	2601 Holme Ave	Marian Bldg., Ground Flo	c Philadelphia	PA	19152-2007
Bio-Medical Applications of Pennsylvania, Inc.	(610) 797-7655	2820 Mitchell Ave	<u> </u>	Allentown	PA	18103-7181
Bio-Medical Applications of Pennsylvania, Inc.	(215) 871-7774	4190 City Ave	Rowland Hall, Ste 124	Philadelphia	PA	19131-1626
Bio-Medical Applications of Pennsylvania, Inc.	(215) 831-6170	900 E Howell St	Ste A	Philadelphia	PA	19149-3636
Bio-Medical Applications of Pennsylvania, Inc.	(215) 657-5595	1036 Easton Rd		Willow Grove	PA	19090-2002
Bio-Medical Applications of Pennsylvania, Inc.	(215) 227-6883	2850 N 21st St		Philadelphia	PA	19132-2623
Bio-Medical Applications of Pennsylvania, Inc.	(724) 632-5800	685b National Pike W		Brownsville	PA	15417-9241
Bio-Medical Applications of Pennsylvania, Inc.	(570) 655-4115	455 N Main St		Pittston	PA	18640-2113
Bio-Medical Applications of Pennsylvania, Inc.	(215) 662-5990	4216 Market St		Philadelphia	PA	19104-3007
Bio-Medical Applications of Pennsylvania, Inc.	(570) 429-1900	278 Industrial Park Rd		Pottsville	PA	17901-9126
Bio-Medical Applications of Pennsylvania, Inc.	(724) 832-8061	562 Shearer St	Ste B100	Greensburg	PA	15601-2778
Bio-Medical Applications of Pennsylvania, Inc.	(610) 379-0330	168 S Sgt Stanley Hoffman Blvd	Route 209 Bypass	Lehighton	PA	18235-2230
Bio-Medical Applications of Pennsylvania, Inc.	(717) 564-5690	4343 Union Deposit Rd	Union Court	Harrisburg	PA	17111-2907
Bio-Medical Applications of Pennsylvania, Inc.	(724) 537-9830	121 W 2nd Ave		Latrobe	PA	15650-1068
Bio-Medical Applications of Pennsylvania, Inc.	(570) 825-9531	307 Laird St	Ste 1	Wilkes Barre	PA	18702-6915
Bio-Medical Applications of Pennsylvania, Inc.	(570) 476-1606	125 S Courtland St		East Stroudsburg	PA	18301-2804
Bio-Medical Applications of Pennsylvania, Inc.	(610) 435-6718	3136 Hamilton Blvd		Allentown	PA	18103-3671
Bio-Medical Applications of Pennsylvania, Inc.	(570) 454-3558	110 Butler Dr		Hazleton	PA	18201-7363
Bio-Medical Applications of Pennsylvania, Inc.	(610) 253-4278	3501 Northwood Ave		Easton	PA	18045-8008
Bio-Medical Applications of Pennsylvania, Inc.	(610) 264-9660	2014 City Line Rd	Ste 102	Bethlehem	PA	18017-2185
Bio-Medical Applications of Pennsylvania, Inc.	(610) 734-3501	1740 S State Rd		Upper Darby	PA	19082-3508
Bio-Medical Applications of Pennsylvania, Inc.	(610) 863-7852	525 E West St		Wind Gap	PA	18091-1255
Bio-Medical Applications of Pennsylvania, Inc.	(814) 940-2440	1602 9th Ave	Station Medical Center	Altoona	PA	16602-2418
Bio-Medical Applications of Pennsylvania, Inc.	(724) 779-9770	5 Saint Francis Way		Cranberry Towns	PA	16066-5119
Bio-Medical Applications of Pennsylvania, Inc.	(610) 683-9766	45 Constitution Blvd		Kutztown	PA	19530-1737
Bio-Medical Applications of Pennsylvania, Inc.	(570) 740-4820	450 W Main St		Nanticoke	PA	18634-1414
Bio-Medical Applications of Pennsylvania, Inc.	(610) 541-0468	709 S Chester Rd	Route 320	Swarthmore	PA	19081-2710
Bio-Medical Applications of Pennsylvania, Inc.	(215) 744-2465	4453 Castor Ave	Ste A	Philadelphia	PA	19124-3846
Bio-Medical Applications of Pennsylvania, Inc.	(724) 489-0850	17 Arentzen Blvd	Vista One Professional Ce	•	PA	15022-1085
Bio-Medical Applications of Pennsylvania, Inc.	(724) 542-7125	2000 Summit Ridge Plaza		Mount Pleasant	PA	15666
Bio-Medical Applications of Pennsylvania, Inc.	(610) 264-2228	1320 Mickley Rd		Whitehall	PA	18052-4536
Bio-Medical Applications of Pennsylvania, Inc.	(724) 438-7504	360 Walmart Dr	Ste 1a	Uniontown	PA	15401-8424
Bio-Medical Applications of Pennsylvania, Inc.	(724) 758-3446	1407 Woodside Ave		Ellwood City	PA	16117-1504
Bio-Medical Applications of Pennsylvania, Inc.	(215) 452-0178	5911 Lancaster Ave		Philadelphia	PA	19151-3538
Bio-Medical Applications of Pennsylvania, Inc.	(717) 582-0165	218 S Carlisle St		New Bloomfield	PA	17068-9656
bio-intedical Applications of Fernisylvania, inc.						

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Pennsylvania, Inc.	(717) 737-7800	240 Grandview Ave	Ste 200	Camp Hill	PA	17011-1706
Bio-Medical Applications of Pennsylvania, Inc.	(717) 263-8505	22 St Paul Dr	Ste 104	Chambersburg	PA	17201-1036
FMS Abramson, LLC	(215) 646-3525	1425 Horsham Rd		North Wales	PA	19454-1320
FMS Philadelphia Dialysis, LLC	(215) 221-3120	3401 Fox St	Ste C	Philadelphia	PA	19129-1230
FMS Philadelphia Dialysis, LLC	(215) 707-0478	100 E Lehigh Ave	Mab L07	Philadelphia	PA	19125-1012
FMS Philadelphia Dialysis, LLC	(215) 221-3160	3401 Fox St	Ste A	Philadelphia	PA	19129-1230
Fresenius Kidney Care Pittsburgh, LLC	(412) 244-3931	11624 Keleket Dr		Pittsburgh	PA	15235-3327
Fresenius Kidney Care Pittsburgh, LLC	(412) 494-6902	3 Robinson Plz	Ste 110	Pittsburgh	PA	15205-1018
Fresenius Kidney Care Pittsburgh, LLC	(412) 682-0205	5124 Liberty Ave		Pittsburgh	PA	15224-2257
Fresenius Kidney Care Pittsburgh, LLC	(412) 835-1229	4651 Library Rd		Bethel Park	PA	15102-2915
Fresenius Kidney Care Pittsburgh, LLC	(412) 281-8233	1401 Forbes Ave	Ste 250	Pittsburgh	PA	15219-5134
Fresenius Kidney Care Pittsburgh, LLC	(412) 687-2279	4925 Baum Blvd		Pittsburgh	PA	15213-1308
Fresenius Kidney Care Pittsburgh, LLC	(412) 782-3790	880 Butler St	Shaler Plaza	Pittsburgh	PA	15223-1319
Fresenius Medical Care DuBois, LLC	(814) 375-3538	100 Hospital Ave		Dubois	PA	15801-1440
Fresenius Medical Care DuBois, LLC	(814) 371-5093	635 Maple Ave	Ste D	Du Bois	PA	15801-2376
Fresenius Medical Care DuBois, LLC	(814) 342-0280	1031 N Front St		Philipsburg	PA	16866-8258
Fresenius Medical Care Harston Hall, LLC	(215) 233-0181	350 Haws Ln		Flourtown	PA	19031-2100
Fresenius Medical Care Huntingdon Valley, LLC	(215) 673-3923	10500 Roosevelt Blvd		Philadelphia	PA	19116-3906
Fresenius Medical Care Newberry Commons, LLC	(717) 938-4654	345 Newberry Cmns		Etters	PA	17319-9315
Fresenius Medical Care Reading, LLC	(610) 378-7963	1001 Reed Ave	Bldg E	Wyomissing	PA	19610-2030
Fresenius Medical Care Sellersville, LLC	(215) 257-0950	1105 Bethlehem Pike	· ·	Sellersville	PA	18960-1454
Fresenius Medical Care Sharon Hill, LLC	(610) 532-2935	700 Chester Pike		Sharon Hill	PA	19079-1405
Fresenius Medical Care West Scranton, LLC	(570) 340-1648	321 Meridian Ave		Scranton	PA	18504
Fresenius Medical Care Youngstown, LLC	(724) 981-1328	3036 Innovation Way		Hermitage	PA	16148-7906
Fresenius Medical Care Youngstown, LLC	(724) 658-1216	207 W Laurel Ave		New Castle	PA	16101-2189
LDHB LLC	(717) 230-1630	500 N 12th St	Ste 300	Lemoyne	PA	17043-1241
LDHB Middletown LLC	(717) 944-2327	1050 Kreider Dr	Ste 100	, Middletown	PA	17057-3098
Liberty Dialysis - Doylestown LLC	(215) 488-7226	2800 Kelly Rd	Ste 100	Warrington	PA	18976-3626
Liberty Dialysis - Doylestown LLC	(215) 488-7226	2800 Kelly Rd	Ste 100	Warrington	PA	18976-3626
Liberty Dialysis-Baden LLC	(724) 869-2830	1682 W State St		Baden	PA	15005-1207
Liberty Dialysis-Banksville LLC	(412) 343-3060	2875 Banksville Rd		Pittsburgh	PA	15216-2815
Liberty Dialysis-Chippewa LLC	(724) 846-5030	100 Pappan Business Dr		Beaver Falls	PA	15010-1261
Liberty Dialysis-Friendship Ridge LLC	(724) 728-4320	246 Friendship Cir		Beaver	PA	15009-9704
Liberty Dialysis-Hopewell LLC	(724) 378-6304	400 Corporation Dr		Aliquippa	PA	15001-4863
Liberty Dialysis-Southpointe LLC	(724) 745-5565	1200 Corporate Dr		Canonsburg	PA	15317-8576
Liberty Dialysis-Washington LLC	(724) 228-7398	90 W Chestnut St		Washington	PA	15301-4524
Reliant Renal Care - Cheltenham, LLC	(267) 297-8069	7107 Old York Rd		Philadelphia	PA	19126-2114
Renal Care Group East, Inc.	(610) 276-2018	630 W Germantown Pike	Ste 100	Plymouth Meetii	PA	19462-1069
Renal Care Group East, Inc.	(610) 276-2018	630 W Germantown Pike		Plymouth Meetii	PA	19462-1069
Renal Care Group East, Inc.	(610) 279-0776	2925 Dekalb Pike		Norristown	PA	19401-1523
Renal Care Group East, Inc.	(610) 896-8539	100 E Lancaster Ave	Ste 61	Wynnewood	PA	19096-3438
Renal Care Group East, Inc.	(610) 495-0010	420 W Linfield Trappe Rd	Ste 100	Limerick	PA	19468-4279
Renal Care Group East, Inc.	(610) 525-1793	780 W Lancaster Ave		Bryn Mawr	PA	19010-3400
Renal Care Group East, Inc.	(610) 277-7535	1350 Powell St		Norristown	PA	19401-3324
Renal Care Group East, Inc.	(717) 692-2145	75 Evelyn Dr		Millersburg	PA	17061-1258
Renal Care Group East, Inc.	(717) 909-9450	2601 N 3rd St	Ste 101	Harrisburg	PA	17110-2061
Renal Care Group East, Inc.	(215) 381-0310	10 E Moreland Ave	<del></del>	Philadelphia	PA	19118-3541
Renal Care Group East, Inc.	(215) 548-3704	2154 Stenton Ave		Philadelphia	PA	19138-2531
Renal Care Group East, Inc.	(215) 853-8300	120 Medical Campus Dr	Abington Health-lansdale	•	PA	19446-1259
Renal Care Group East, Inc.	(215) 381-0310	10 E Moreland Ave	g.ca.icii idiiddic	Philadelphia	PA	19118-3541
Renex Dialysis Clinic of Pittsburgh, Inc.	(412) 469-7011	575 Coal Valley Rd	Ste 262	Clairton	PA	15025-3724
Tenex Diarysis entire of Fittisburgh, inc.	(412) 403-7011	3/3 Coar valley Nu	516 202	Ciairton	ı A	13023-3724

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 357-5120	3747 W 11th Ave		Eugene	OR	97402-3011
Fresenius Medical Care Dialysis Services - Oregon, LLC		3600 Nw Samaritan Dr		Corvallis	OR	97330-3737
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 222-3360	3333 Riverbend Dr		Springfield	OR	97477-8800
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 747-4061	350 Q St		Springfield	OR	97477-2140
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 997-1136	2820 Kingwood St		Florence	OR	97439-9555
Fresenius Medical Care Dialysis Services - Oregon, LLC	(503) 465-0424	23335 Se Stark St		Gresham	OR	97030
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 743-4335	201 River Ave		Eugene	OR	97404-2508
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 548-2778	916 Sw 17th St	Ste 100	Redmond	OR	97756-2572
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 758-2120	3580 Nw Samaritan Dr		Corvallis	OR	97330-3766
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 258-3012	665 N 5th St		Lebanon	OR	97355-2875
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 574-0865	957 Sw Coast Hwy		Newport	OR	97365-5143
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 938-6036	1213 S Main St		Milton Freewate	OR	97862-1537
Fresenius Medical Care Dialysis Services - Oregon, LLC	(541) 475-4521	1077 Sw Highway 97		Madras	OR	97741-9249
Fresenius Medical Care Dialysis Services - Oregon, LLC	(503) 763-3257	1060 2nd St Nw		Salem	OR	97304-4002
Fresenius Medical Care Noble Woods, LLC	(503) 615-2161	5333 E Main St		Hillsboro	OR	97123-6447
Pacific Northwest Renal Services, L.L.C.	(503) 826-1352	37139 Highway 26		Sandy	OR	97055-7271
Pacific Northwest Renal Services, L.L.C.	(541) 298-1007	411 Lone Pine Blvd		The Dalles	OR	97058-9498
Pacific Northwest Renal Services, L.L.C.	(503) 205-0320	2701 Nw Vaughn St	Ste 150	Portland	OR	97210-5379
Pacific Northwest Renal Services, L.L.C.	(503) 520-1363	2715 Sw 153rd Dr		Beaverton	OR	97003-5106
Pacific Northwest Renal Services, L.L.C.	(503) 413-4346	2701 Nw Vaughn St	Ste 150	Portland	OR	97210-5379
Pacific Northwest Renal Services, L.L.C.	(971) 224-4000	7780 Sw Mohawk St		Tualatin	OR	97062-9191
Pacific Northwest Renal Services, L.L.C.	(503) 690-4883	15201 Nw Greenbrier Pkwy	Ste C2	Beaverton	OR	97006-6004
Pacific Northwest Renal Services, L.L.C.	(503) 493-8227	2824 Ne Wasco St		Portland	OR	97232-1772
Pacific Northwest Renal Services, L.L.C.	(541) 663-8420	10601 S Walton Rd		Island City	OR	97850-8488
Pacific Northwest Renal Services, L.L.C.	(503) 338-3885	2120 Exchange St	Ste 100	Astoria	OR	97103-3366
Pacific Northwest Renal Services, L.L.C.	(503) 474-2680	345 Se Norton Ln	Ste B	Mcminnville	OR	97128-8480
Pacific Northwest Renal Services, L.L.C.	(503) 537-0100	3100 Haworth Ave		Newberg	OR	97132-2093
Pacific Northwest Renal Services, L.L.C.	(503) 397-9777	500 N Columbia River Hwy	Ste 510	Saint Helens	OR	97051-1272
QualiCenters Albany, Ltd.	(541) 928-1749	605 Hickory St Nw	333 3 2 3	Albany	OR	97321-1752
QualiCenters Bend, LLC	(541) 385-8668	1239 Ne Medical Center Dr	Ste 100	Bend	OR	97701-7359
QualiCenters Coos Bay, Ltd.	(5.11, 555, 555,	1775 Thompson Rd	310 100	Coos Bay	OR	97420-2125
QualiCenters Coos Bay, Ltd.	(541) 266-9204	1971 Thompson Rd		Coos Bay	OR	97420-2040
QualiCenters Eugene-Springfield, Ltd.	(541) 741-8005	304 Q St		Springfield	OR	97477-2140
QualiCenters Salem LLC	(503) 364-1130	440 Lancaster Dr Ne		Salem	OR	97301-4728
Renal Care Group Northwest, Inc.	(503) 413-7686	20900 Sw 115th Ave	Ste 190	Tualatin	OR	97062-6601
Renal Care Group Northwest, Inc.	(303) 413 7000	3181 Sw Sam Jackson Park Rd	Hospital South Room 4b	Portland	OR	97239-3011
Rose City Dialysis, LLC	(503) 612-1254	8050 Sw Warm Springs St	Ste 120	Tualatin	OR	97062-7401
Rose City Dialysis, LLC	(503) 737-1020	7474 Ne M L King Blvd	310 120	Portland	OR	97211-2828
Rose City Dialysis, LLC	(503) 650-2357	328 Warner Milne Rd	Bldg 1	Oregon City	OR	97045-4046
Rose City Dialysis, LLC	(503) 443-4909	10300 Sw Nimbus Ave	Ste Pa	Portland	OR	97223-4345
Rose City Dialysis, LLC	(503) 659-8200	13560 Se 97th Ave	Ste i a	Clackamas	OR	97015-7691
Rose City Dialysis, LLC	(503) 496-4015	13560 Se 97th Ave		Clackamas	OR	97015-7691
Rose City Dialysis, LLC	(503) 288-7020	4905 Ne M L King Blvd		Portland	OR	97211-3353
Rose City Dialysis, LLC	(503) 255-3464	11909 Ne Glenn Widing Dr		Portland	OR	97211-3333
THC/PNRS LLC	(503) 359-0593	3201 19th Ave		Forest Grove	OR	97220-9099
Bio-Medical Applications of Oklahoma, Inc.	(405) 632-7766	6040 S Western Ave		Oklahoma City	OK OK	73139-1602
Bio-Medical Applications of Oklahoma, Inc.		1104 E Lincoln Rd		Idabel		73139-1602 74745-7364
	(580) 286-5030 (580) 256 0371				OK	
Bio-Medical Applications of Oklahoma, Inc.	(580) 256-0371 (405) 733 1801	909 18th St		Woodward	OK	73801-2329
Bio-Medical Applications of Oklahoma, Inc.	(405) 733-1891	310 S Highland Ave		Midwest City	OK	73110-2130
Bio-Medical Applications of Oklahoma, Inc.	(405) 878-9300 (580) 718 0357	3807 N Harrison St		Shawnee	OK	74804-2242
FMS Midwest Dialysis Centers, LLC	(580) 718-9357	1208 E Hartford Ave		Ponca City	OK	74601-2017

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Kidney Care Bristow,LLC	(918) 771-4093	402 S Main St		Bristow	OK	74010-3204
Fresenius Medical Care - Stillwater, LLC	(405) 707-9152	1921 W 6th Ave	Ste B	Stillwater	OK	74074-4204
Fresenius Medical Care 5856, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	OK	73139-1602
Fresenius Medical Care 5856, LLC	(405) 728-1739	7201 Cherokee Plz		Warr Acres	OK	73132-5907
Fresenius Medical Care 5856, LLC	(405) 636-1570	5419 S Western Ave		Oklahoma City	OK	73109-4506
Fresenius Medical Care 5856, LLC	(405) 557-0025	200 Ne 50th St		Oklahoma City	OK	73105-1812
Fresenius Medical Care Central Oklahoma City Dialysis Center, LLC	(405) 949-0237	3107 Nw 50th St		Oklahoma City	ОК	73112-5302
Fresenius Medical Care Edmond, LLC	(405) 341-9926	301 Katie Michelle Blvd		Edmond	OK	73034-8271
Fresenius Medical Care Enid, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	ОК	73139-1602
Fresenius Medical Care Enid, LLC	(580) 233-4444	121 W Owen K Garriott Rd		Enid	OK	73701-5617
Fresenius Medical Care Moore, LLC	(405) 790-0626	450 N Eastern Ave		Moore	ОК	73160-5833
Fresenius Medical Care OKCD, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	OK	73139-1602
Fresenius Medical Care OKCD, LLC	(405) 302-4803	13901 Mcauley Blvd	Ste 102	Oklahoma City	OK	73134-8701
Fresenius Medical Care SW OKC, LLC	(405) 691-3433	10301 Greenbriar Pkwy		Oklahoma City	OK	73159-7648
Fresenius Medical Care Southeast Oklahoma City, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	OK	73139-1602
Fresenius Medical Care Southeast Oklahoma City, LLC	(405) 272-1553	810 Nw 10th St		Oklahoma City	ОК	73106-7215
Fresenius Medical Care Tulsa, LLC	(918) 660-0816	5230 S Mingo Rd		Tulsa	ОК	74146-5765
Fresenius Medical Care Tulsa, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	ОК	73139-1602
Fresenius Medical Care Tulsa, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	ОК	73139-1602
Fresenius Medical Care Tulsa, LLC	(405) 632-7766	6040 S Western Ave		Oklahoma City	ОК	73139-1602
Fresenius Medical Care Tulsa, LLC	(918) 592-0724	2309a W Edison St	Α	Tulsa	ОК	74127-5218
Fresenius Medical Care Tulsa, LLC	(918) 272-2719	10205 N 110th East Ave		Owasso	ОК	74055-4374
Fresenius Medical Care Tulsa, LLC	(918) 682-2272	3371 W Broadway St		Muskogee	ОК	74401-2134
Fresenius Medical Care Tulsa, LLC	(918) 250-3427	5147 S Garnett Rd	Ste C	Tulsa	ОК	74146-5915
Fresenius Medical Care Tulsa, LLC	(918) 299-2841	8260 S Lewis Ave		Tulsa	OK	74137-1267
Fresenius Medical Care Tulsa, LLC	(918) 331-3543	3500 State St		Bartlesville	ОК	74006-2924
Fresenius Medical Care Tulsa, LLC	(918) 835-5599	1515 N Harvard Ave	Ste D	Tulsa	ОК	74115-4904
Fresenius Medical Care Tulsa, LLC	(918) 227-3351	1013 E Cleveland Ave		Sapulpa	ОК	74066-4516
Fresenius Medical Care Tulsa, LLC	(918) 747-7127	2845 E Skelly Dr		Tulsa	ОК	74105-6221
Fresenius Medical Care Yukon, LLC	(405) 350-3751	1320 W Vandament Ave		Yukon	ОК	73099-4407
NNA of Oklahoma, L.L.C.	(580) 226-9390	1402 Brookview Dr		Ardmore	ОК	73401-1219
NRA-Ada, Oklahoma, LLC	(580) 421-9131	324 Nw J A Richardson Loop		Ada	ОК	74820-2017
022808 Kenwood LLC	(513) 745-0800	8251 Pine Rd	Ste 110	Cincinnati	ОН	45236-2193
022808 LLC	(513) 841-1800	2071 Sherman Ave		Norwood	ОН	45212-2633
Bio-Medical Applications of Ohio, Inc.	(419) 474-3379	3546 W Sylvania Ave	Ste A	Toledo	ОН	43623-4411
Bio-Medical Applications of Ohio, Inc.	(614) 538-1060	758 Communications Pkwy		Columbus	ОН	43214-1948
Bio-Medical Applications of Ohio, Inc.	(740) 401-0747	510 Main St		Belpre	ОН	45714-1618
Bio-Medical Applications of Ohio, Inc.	(419) 538-7406	601 State Route 224		Ottawa	ОН	45875-9239
Bio-Medical Applications of Ohio, Inc.	(419) 586-0851	801 Pro Dr	Ste B	Celina	ОН	45822-3301
Bio-Medical Applications of Ohio, Inc.	(419) 223-3391	750 W High St	Ste 100	Lima	ОН	45801-3959
Bio-Medical Applications of Ohio, Inc.	(937) 222-5859	821 S Edwin C Moses Blvd		Dayton	ОН	45417-3463
Bio-Medical Applications of Ohio, Inc.	(,	410 W 10th Ave	Acute Dialysis - 9w Rhod	•	ОН	43210-1240
Bio-Medical Applications of Ohio, Inc.	(937) 234-2637	707 S Edwin C Moses Blvd		Dayton	ОН	45417-3462
Bio-Medical Applications of Ohio, Inc.	(419) 775-1730	335 Glessner Ave		Mansfield	ОН	44903-2269
Bio-Medical Applications of Ohio, Inc.	(330) 535-4643	199 Perkins St		Akron	ОН	44304-1270
Bio-Medical Applications of Ohio, Inc.	(614) 825-0590	8740 Orion Pl		Columbus	ОН	43240-4053
Bio-Medical Applications of Ohio, Inc.	(330) 836-0985	690 White Pond Dr	Ste 201	Akron	ОН	44320-1126
Bio-Medical Applications of Ohio, Inc.	(419) 243-7729	1313 Cherry St	310 201	Toledo	OH	43608-2907
Bio-Medical Applications of Ohio, Inc.	(419) 935-0521	209 Rae Ct		Willard	OH	44890-9573
Bio-Medical Applications of Ohio, Inc.	(419) 874-3447	701 Commerce Dr		Perrysburg	ОН	43551-5271
Bio-Medical Applications of Ohio, Inc.	(937) 279-3120	4100 Salem Ave		Trotwood	OH	45416-1703
S.o. Medical Applications of Office, file.	(337) 273 3120	1100 Salcill Ave		11000000	011	<del>-2410 1103</del>

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Ohio, Inc.	(614) 718-2863	6670 Perimeter Dr	Ste 180	Dublin	ОН	43016-8042
Bio-Medical Applications of Ohio, Inc.	(740) 845-1594	306 Lafayette St	Unit J	London	ОН	43140-9069
Bio-Medical Applications of Ohio, Inc.	(740) 393-1624	14 Woodlake Trl		<b>Mount Vernon</b>	ОН	43050-9132
Bio-Medical Applications of Ohio, Inc.	(330) 422-0160	9200 Staples Dr	Ste A	Streetsboro	ОН	44241-3950
Bio-Medical Applications of Ohio, Inc.	(419) 774-0180	680 Bally Row		Mansfield	ОН	44906-2969
Bio-Medical Applications of Ohio, Inc.	(330) 668-6200	3558 Ridgewood Rd		Fairlawn	ОН	44333-3122
Bio-Medical Applications of Ohio, Inc.	(419) 281-7800	1100 Redwood Dr		Ashland	ОН	44805-4505
Bio-Medical Applications of Ohio, Inc.	(740) 441-9300	137 Pine St		Gallipolis	ОН	45631-1536
Bio-Medical Applications of Ohio, Inc.	(614) 895-2705	477 Cooper Rd	Ste 140	Westerville	ОН	43081-8056
Bio-Medical Applications of Ohio, Inc.	(330) 220-4366	2583 Center Rd		Hinckley	ОН	44233-9561
Bio-Medical Applications of Ohio, Inc.	(330) 837-2575	2474 Lincoln Way E		Massillon	ОН	44646-5085
Bio-Medical Applications of Ohio, Inc.	(614) 469-0070	393 E Town St	Ste 111	Columbus	ОН	43215-4764
Bio-Medical Applications of Ohio, Inc.	(330) 376-7600	199 Perkins St		Akron	ОН	44304-1270
Bio-Medical Applications of Ohio, Inc.	(419) 562-3000	701 Tiffin St		Bucyrus	ОН	44820-1552
Bio-Medical Applications of Ohio, Inc.	(419) 775-1730	647 Bally Row		Mansfield	ОН	44906-2967
Bio-Medical Applications of Ohio, Inc.	(614) 840-0012	, 4661 Karl Rd		Columbus	ОН	43229-6421
Bio-Medical Applications of Ohio, Inc.	(330) 376-4905	345 Bishop St		Akron	ОН	44307-2401
Bio-Medical Applications of Ohio, Inc.	(740) 353-7788	1648 11th St		Portsmouth	ОН	45662-4526
Bio-Medical Applications of Ohio, Inc.	(740) 389-4111	1730 Marion Waldo Rd		Marion	ОН	43302-7428
Bio-Medical Applications of Ohio, Inc.	(330) 764-1019	3995 Medina Rd	Ste 150	Medina	ОН	44256-5958
io-Medical Applications of Ohio, Inc.	(330) 602-5001	1260 Monroe St Nw	Ste 41t	New Philadelphi	ОН	44663-4147
io-Medical Applications of Ohio, Inc.	(937) 292-7050	130 Dowell Ave	510 120	Bellefontaine	ОН	43311-2305
io-Medical Applications of Ohio, Inc.	(330) 896-6311	1565 Corporate Woods Pkwy		Uniontown	ОН	44685-7820
io-Medical Applications of Ohio, Inc.	(614) 338-8202	4039 E Broad St		Columbus	ОН	43213-1136
io-Medical Applications of Ohio, Inc.	(419) 668-2121	290 Benedict Ave		Norwalk	ОН	44857-2374
io-Medical Applications of Ohio, Inc.	(330) 345-2060	387 W Milltown Rd		Wooster	ОН	44691-9082
io-Medical Applications of Ohio, Inc.	(330) 677-0880	401 Devon Pl	Ste 100	Kent	ОН	44240-6481
io-Medical Applications of Ohio, Inc.	(740) 532-3099	158 N 2nd St	3.5 250	Ironton	ОН	45638-1447
io-Medical Applications of Ohio, Inc.	(937) 237-2000	7211 Shull Rd		Huber Heights	ОН	45424-1234
io-Medical Applications of Ohio, Inc.	(937) 438-9595	7700 Washington Village Dr	Ste 100	Centerville	ОН	45459-4094
sio-Medical Applications of Ohio, Inc.	(937) 456-0400	450d Washington Jackson Rd	310 100	Eaton	ОН	45320-8699
sio-Medical Applications of Ohio, Inc.	(614) 228-9114	285 E State St	Ste 170	Columbus	ОН	43215-4322
io-Medical Applications of Ohio, Inc.	(740) 477-7225	790 N Court St	510 170	Circleville	ОН	43113-1262
io-Medical Applications of Ohio, Inc.	(513) 204-5555	1992 King Ave		Kings Mills	ОН	45034-8000
INLD, LLC	(513) 521-2018	1555 Goodman Ave		Cincinnati	ОН	45224-1058
Columbus Area Renal Alliance, LLC	(614) 224-2344	745 W State St	Ste 660	Columbus	ОН	43222-1591
olumbus Area Renal Alliance, LLC	(614) 322-0433	85 Mcnaughten Rd	Ste 140	Columbus	ОН	43213-5113
olumbus Area Renal Alliance, LLC	(740) 335-4267	1280 Rawlings St	310 140	Washington Cou	ОН	43160-1647
columbus Med Partners, LLC	(614) 853-5995	4500 W Broad St		Columbus	ОН	43228-1623
Dialysis Associates of Northeast Ohio, Inc.	(440) 366-1975	1050 Abbe Rd N		Elyria	ОН	44035-1614
Dialysis Services of Cincinnati, Inc.	(513) 769-6465	4010 Executive Park Dr		Cincinnati	ОН	45241-2021
Dialysis Specialists of Marietta, Ltd.	(740) 376-0045	16 Acme St	Washington Center	Marietta	ОН	45750-3306
Dialysis Specialists of Marietta, Etc.	(440) 365-8165	1070 Abbe Rd N	washington center	Elyria	ОН	44035-1614
lyria Renal Care, LLC	(440) 934-5700	5316 Hoag Dr		Sheffield Village	ОН	44035-1472
lyria Renal Care, LLC	(440) 985-2280	1168 Cleveland Ave	1st Floor, Ste 3	Amherst	ОН	44001-1765
MS Cabell Huntington Dialysis Centers, LLC	(740) 867-4471	517 3rd Ave	131 1 1001, 318 3	Chesapeake	ОН	45619-1036
MS Delaware Dialysis, LLC	(740) 363-7171			•		43015-4503
• •	• •	36 Troy Rd	Sto 101	Delaware	OH	
resenius Medical Care Akron, LLC	(330) 835-9047	690 White Pond Dr	Ste 101	Akron	OH	44320-1126
resenius Medical Care Butler County, LLC	(513) 737-1415 (513) 805 7300	890 Nw Washington Blvd	C+0 A	Hamilton	OH	45013-1281
resenius Medical Care Butler County, LLC	(513) 895-7300	3090 Mcbride Ct	Ste A	Hamilton	OH	45011-0812
resenius Medical Care Butler County, LLC	(513) 863-6882	4750 Dixie Hwy		Fairfield	ОН	45014-1848

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Butler County, LLC	(513) 523-5960	5148 College Corner Pike		Oxford	ОН	45056-1004
Fresenius Medical Care Canal Winchester, LLC	(614) 751-8660	1310 Hill Rd N	Ste 100	Pickerington	ОН	43147-7816
Fresenius Medical Care Centerville Home, LLC	(937) 433-0106	7700 Washington Village Dr	Ste 110	Centerville	ОН	45459-4094
Fresenius Medical Care Creighton Dialysis, LLC	(419) 425-8515	1000 E Main Cross St	Ste 102	Findlay	ОН	45840-6339
Fresenius Medical Care Fort Wayne, LLC	(419) 782-9090	1850 E 2nd St	Ste 1846-1850	Defiance	ОН	43512-2502
Fresenius Medical Care Fort Wayne, LLC	(419) 636-0584	537 W High St		Bryan	ОН	43506-1619
Fresenius Medical Care Garfield Heights Home, LLC	(216) 438-7325	9729 Granger Rd		<b>Garfield Heights</b>	ОН	44125-5352
Fresenius Medical Care Indian Hills, LLC	(740) 286-5556	820 Veterans Dr		Jackson	ОН	45640-2144
Fresenius Medical Care Lancaster Nephrology Investments, LLC	(740) 689-0566	1550 Sheridan Dr	Ste 206	Lancaster	ОН	43130-1380
Fresenius Medical Care Maumee Home, LLC	(419) 865-4554	6546 Weatherfield Ct		Maumee	ОН	43537-9252
Fresenius Medical Care Milford, LLC	(513) 248-1690	5890 Meadow Creek Dr		Milford	ОН	45150-3087
Fresenius Medical Care New Albany, LLC	(614) 855-3677	991 E Johnstown Rd		Gahanna	ОН	43230-1851
Fresenius Medical Care Stark County, LLC	(330) 456-3997	2835 Tuscarawas St W		Canton	ОН	44708-4600
Fresenius Medical Care VRO, LLC	(614) 875-2349	3149 Farm Bank Way		Grove City	ОН	43123-1258
Fresenius Medical Care Wilmington Home, LLC	(937) 383-0009	630 W Main St	Ste 209	Wilmington	ОН	45177-2181
Fresenius Medical Care Youngstown, LLC	(330) 792-6341	3265 Canfield Rd		Youngstown	ОН	44511-2810
Fresenius Medical Care Youngstown, LLC	(330) 898-0801	4941 Enterprise Dr Nw		Warren	ОН	44481-8706
Fresenius Medical Care Youngstown, LLC	(330) 729-9061	9174 Market St		North Lima	ОН	44452-9558
Fresenius Medical Care Youngstown, LLC	(330) 629-8856	257 Boardman Canfield Rd		Boardman	ОН	44512-4806
Fresenius Medical Care Youngstown, LLC	(330) 746-2860	1340 Belmont Ave	Ste 2100	Youngstown	ОН	44504-1131
Fresenius Medical Care Youngstown, LLC	(330) 372-4030	2100 Millennium Blvd		Cortland	ОН	44410-9173
Fresenius Medical Care Youngstown, LLC	(330) 799-1150	139 Javit Ct		Austintown	ОН	44515-2410
Fresenius Medical Care-OSUIM Kidney Centers, LLC	(614) 487-9750	1791 Kenny Rd		Columbus	ОН	43212-1311
Fresenius Medical Care-OSUIM Kidney Centers, LLC	(614) 258-5898	730 Taylor Ave		Columbus	ОН	43219-2527
Liberty Forest Fair, LLC	(513) 648-9175	1198 W Kemper Rd		Cincinnati	ОН	45240-1708
Lorain County Renal Care Group, LLC	(440) 365-1811	1160 E Broad St		Elyria	ОН	44035-6306
Mid-America Dialysis, LLC	(614) 367-1679	2355 S Hamilton Rd		Columbus	ОН	43232-4305
NNA of Toledo, Inc.	(419) 474-8995	2532 W Laskey Rd		Toledo	ОН	43613-3205
NNA of Toledo, Inc.	(419) 891-2200	322 W Dussel Dr		Maumee	ОН	43537-1671
NNA of Toledo, Inc.	(419) 539-4000	3100 W Central Ave	Ste 100	Toledo	ОН	43606-2924
Ohio Renal Care Group, LLC	(216) 561-3535	4200 Warrensville Center Rd	Ste 100	Warrensville Hei	ОН	44122-7051
Ohio Renal Care Group, LLC	(330) 928-4511	320 Broadway St E	5.0 2.0	Cuyahoga Falls	ОН	44221-3312
Ohio Renal Care Group, LLC	(317) 398-0486	2500 Metrohealth Dr	Metrohealth Medical Ce		ОН	44109-1900
Ohio Renal Care Group, LLC	(330) 336-8070	1160 Williams Reserve Blvd		Wadsworth	ОН	44281-9318
Ohio Renal Care Group, LLC	(216) 221-3034	13900 Detroit Ave		Lakewood	ОН	44107-4624
Ohio Renal Care Group, LLC	(440) 974-3459	8840 Tyler Blvd		Mentor	ОН	44060-4361
Ohio Renal Care Group, LLC	(216) 267-1451	14670 Snow Rd		Brook Park	ОН	44142-2461
Ohio Renal Care Group, LLC	(216) 368-0004	2429 Martin Luther King Jr Dr		Cleveland	ОН	44120-1024
Ohio Renal Care Group, LLC	(216) 421-1013	2429 Martin Luther King Jr Dr	Fl 2	Cleveland	ОН	44120-1024
Ohio Renal Care Group, LLC	(216) 591-1364	5035 Richmond Rd	Ste A	Bedford	ОН	44146-1328
Ohio Renal Care Group, LLC	(216) 739-0500	3280 W 25th St	3.67.	Cleveland	ОН	44109-1670
Ohio Renal Care Group, LLC	(216) 731-0513	26450 Euclid Ave		Euclid	ОН	44132-3307
Ohio Renal Care Group, LLC	(440) 248-7061	6020 Enterprise Pkwy		Solon	ОН	44139-2753
Ohio Renal Care Group, LLC	(216) 541-5880	13944 Euclid Ave		East Cleveland	ОН	44112-3804
Physicians Dialysis Company, Inc.	(330) 715-1044	139 Javit Ct		Austintown	ОН	44515-2410
RCG University Division, Inc.	(937) 498-0040	1015 Fair Rd		Sidney	ОН	44313-2410 45365-8947
Renal Care Group Eastern Ohio, LLC	· ·			Salem	ОН	44460-3400
Renal Care Group Toledo, LLC	(330) 332-2958	2345 E Pershing St 2532 W Laskey Rd		Toledo		
•	(419) 474-8995				OH	43613-3205
Renal Care Group Westlake, LLC	(440) 835-1139	26024 Detroit Rd		Westlake	OH	44145-2427
Suburban Home Dialysis, Inc. Three Rivers Dialysis Services, LLC	(216) 491-0600	20050 Harvard Ave	C+0 40F	Warrensville Hei	OH	44122-6816
Three Rivers Dialysis Services, LLC	(419) 238-9333	140 Fox Rd	Ste 405	Van Wert	ОН	45891-3406

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Avantus Renal Therapy New York, LLC	(646) 774-4450	801 Amsterdam Ave	Ste C	New York	NY	10025-5752
Avantus Renal Therapy New York, LLC	(212) 866-0206	488 W 128th St		New York	NY	10027-2500
Avantus Renal Therapy New York, LLC	(212) 207-3267	315 E 62nd St		New York	NY	10065-7767
Avantus Renal Therapy New York, LLC	(646) 774-4400	801 Amsterdam Ave		New York	NY	10025-5752
Avantus Renal Therapy New York, LLC	(646) 602-6950	120 E 16th St	FI 6	New York	NY	10003-2162
FMS New York, Inc.	(718) 630-7340	150 55th St		Brooklyn	NY	11220-2508
Fishkill Dialysis Center, LLC	(845) 440-1280	60 Merritt Blvd	Ste 103	Fishkill	NY	12524-2917
Freedom Center of Newark, LLC	(315) 331-2472	305 W Shore Blvd		Newark	NY	14513-1261
Freedom Center of Syosset, LLC	(516) 827-1370	760 S Broadway		Hicksville	NY	11801-5017
Freedom Center of Westmere, LLC	(518) 407-0505	178 Washington Avenue Ext	Ste 3	Albany	NY	12203-5304
HPLD Partners, LLC	(845) 454-4181	386 Violet Ave		Poughkeepsie	NY	12601-1034
Hauppauge Dialysis Center, LLC	(631) 761-6605	30 Central Ave		Hauppauge	NY	11788-4734
LSL Newburgh LLC	, ,	70 Dubois St	Dilaysis 5 Main	Newburgh	NY	12550-4851
LSL Newburgh LLC	(845) 534-9820	19 Laurel Ave	FI 1	Cornwall	NY	12518-1403
Liverpool LD, LLC	(315) 671-9950	1304 Buckley Rd		Syracuse	NY	13212-4311
New York Dialysis Services, Inc.	(516) 483-6702	615 Peninsula Blvd		Hempstead	NY	11550-7221
New York Dialysis Services, Inc.	(516) 679-3090	250 Pettit Ave		Bellmore	NY	11710-3657
New York Dialysis Services, Inc.	(518) 584-1807	373 Church St		Saratoga Springs	NY	12866-8626
New York Dialysis Services, Inc.	(518) 285-6066	16 N Greenbush Rd		Troy	NY	12180-8327
New York Dialysis Services, Inc.	(631) 956-6060	185 S 10th St		Lindenhurst	NY	11757-4505
New York Dialysis Services, Inc.	(718) 852-0197	595 Degraw St		Brooklyn	NY	11217-3120
New York Dialysis Services, Inc.	(710) 632 6137	170 William St		New York	NY	10038-2612
New York Dialysis Services, Inc.	(607) 324-8660	1 Bethesda Dr		Hornell	NY	14843-1048
New York Dialysis Services, Inc.	(007) 324-8000	1000 Montauk Hwy		West Islip	NY	11795-4927
New York Dialysis Services, Inc.	(914) 365-4303	16 Guion Pl		New Rochelle	NY	10801-5502
New York Dialysis Services, Inc.	(914) 303-4303	5300 Military Rd		Lewiston	NY	14092-1903
New York Dialysis Services, Inc.	(315) 255-7011	•	Auburn Community Hosp		NY	13021-1983
New York Dialysis Services, Inc.	· · · ·	17 Lansing St 506 6th St	Auburn Community Hosp		NY	11215-3609
New York Dialysis Services, Inc.	(509) 783-9993			Brooklyn		
•	(718) 969-3293	17635 Union Tpke		Fresh Meadows	NY	11366-1515
New York Dialysis Services, Inc.	(631) 547-4150	33 Walt Whitman Rd	EL 3	Huntington Stati	NY	11746-3640
New York Dialysis Services, Inc.	(718) 239-2089	1776 Eastchester Rd	FI 2	Bronx	NY	10461-2341
New York Dialysis Services, Inc.	(518) 584-1807	373 Church St	C+- 120	Saratoga Springs	NY	12866-8626
New York Dialysis Services, Inc.	(585) 241-9783	100 Meridian Centre Blvd	Ste 130	Rochester	NY	14618-3926
New York Dialysis Services, Inc.	(585) 225-1422	1570 Long Pond Rd		Rochester	NY	14626-4119
New York Dialysis Services, Inc.	(518) 346-5186	2345 Nott St E	6. 4	Niskayuna	NY	12309-4302
New York Dialysis Services, Inc.	(585) 872-7395	1150 Crosspointe Ln	Ste 4	Webster	NY	14580-2967
New York Dialysis Services, Inc.	(718) 423-6638	20110 Northern Blvd		Bayside	NY	11361-2542
New York Dialysis Services, Inc.	(212) 348-6637	105 E 106th St		New York	NY	10029-4623
New York Dialysis Services, Inc.	(845) 695-1200	220 Crystal Run Rd		Middletown	NY	10941-4009
New York Dialysis Services, Inc.	(718) 771-6961	1402 Atlantic Ave		Brooklyn	NY	11216-2812
New York Dialysis Services, Inc.	(718) 858-6675	362 4th Ave		Brooklyn	NY	11215-2718
New York Dialysis Services, Inc.	(212) 675-6880	510 Avenue Of The Americas	526	New York	NY	10011-8412
New York Dialysis Services, Inc.	(914) 965-0200	44 Vark St		Yonkers	NY	10701-4603
New York Dialysis Services, Inc.	(518) 427-0473	64 Shaker Rd		Albany	NY	12204-1024
New York Dialysis Services, Inc.	(518) 434-6565	2 Clara Barton Dr		Albany	NY	12208-3472
New York Dialysis Services, Inc.	(518) 842-4360	1810 Riverfront Ctr		Amsterdam	NY	12010-4621
New York Dialysis Services, Inc.	(518) 382-0201	650 Mcclellan St		Schenectady	NY	12304-1000
New York Dialysis Services, Inc.	(631) 331-5600	5225 Nesconset Hwy	Ste 72	Port Jefferson St	NY	11776-2061
New York Dialysis Services, Inc.	(914) 235-6878	16 Guion Pl		New Rochelle	NY	10801-5502
New York Dialysis Services, Inc.	(585) 461-0770	2400 Clinton Ave S	Ste F	Rochester	NY	14618-2667
New York Dialysis Services, Inc.	(585) 742-1370	130 Phoenix Mills Plz		Victor	NY	14564-1415

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
New York Dialysis Services, Inc.	(585) 421-9839	6687 Pittsford Palmyra Rd	Ste 38	Fairport	NY	14450-3403
New York Dialysis Services, Inc.	(585) 235-6904	1208 Scottsville Rd		Rochester	NY	14624-5700
New York Dialysis Services, Inc.	(718) 597-2255	1325 Morris Park Ave		Bronx	NY	10461-2303
New York Dialysis Services, Inc.	(718) 792-0470	1776 Eastchester Rd	Ste 190	Bronx	NY	10461-2334
New York Dialysis Services, Inc.	(718) 780-4686	61 Atlantic Ave	Ste A	Brooklyn	NY	11201-6872
New York Dialysis Services, Inc.	(585) 742-1250	120 Victor Heights Pkwy		Victor	NY	14564-8934
New York Dialysis Services, Inc.	(716) 298-4195	3018 Military Rd		Niagara Falls	NY	14304-1225
New York Dialysis Services, Inc.	(716) 696-6193	3909 Forest Park Way		North Tonawand	NY	14120-3709
New York Dialysis Services, Inc.	(718) 651-9700	3435 70th St		Jackson Heights	NY	11372-1055
New York Dialysis Services, Inc.	(718) 297-9100	17537 Liberty Ave		Jamaica	NY	11433-1325
New York Dialysis Services, Inc.	(718) 949-1600	17270 Baisley Blvd		Jamaica	NY	11434-2615
New York Dialysis Services, Inc.	(716) 871-9988	1508 Sheridan Dr		Tonawanda	NY	14217-1212
New York Dialysis Services, Inc.	(585) 292-0076	435 E Henrietta Rd		Rochester	NY	14620-4629
SJLS, LLC	(315) 448-5343	301 Prospect Ave		Syracuse	NY	13203-1807
SJLS, LLC	(607) 662-0140	3993 West Rd		Cortland	NY	13045-1843
SJLS, LLC	(315) 703-6700	973 James St		Syracuse	NY	13203-2524
JLS, LLC	(315) 652-8474	8302 Provo Dr	Ste 1	Liverpool	NY	13090-4113
JLS, LLC	(315) 488-2979	5101 W Genesee St		Camillus	NY	13031-2371
SJLS, LLC	(315) 329-2580	4105 Medical Center Dr		Fayetteville	NY	13066-6636
estal Healthcare LLC	(631) 716-8758	1500 Middle Country Rd		Centereach	NY	11720-3500
/estal Healthcare LLC	(607) 773-2920	65 Pennsylvania Ave	Ste 207	Binghamton	NY	13903-1651
estal Healthcare LLC	(631) 224-8500	929 Sunrise Hwy		Bay Shore	NY	11706-5907
estal Healthcare LLC	(716) 630-6831	52 S Union Rd		Williamsville	NY	14221-6555
estal Healthcare LLC	(607) 798-1916	116 N Jensen Rd		Vestal	NY	13850-2128
/estal Healthcare LLC	(607) 762-2225	27 Park Ave		Binghamton	NY	13903-1605
/estal Healthcare LLC	(607) 762-2015	65 Pennsylvania Ave	Ste 300	Binghamton	NY	13903-1651
Vatertown Dialysis Center, LLC	(315) 779-2140	22571 Summit Dr		Watertown	NY	13601-7233
Vatertown Dialysis Center, LLC	(315) 779-2140	22571 Summit Dr		Watertown	NY	13601-7233
Bio-Medical Applications of Nevada, LLC	(702) 433-3079	6330 S Pecos Rd	Ste 110	Las Vegas	NV	89120-6216
Bio-Medical Applications of Nevada, LLC	(702) 735-5477	2545 S Bruce St	Ste 100	Las Vegas	NV	89169-1718
Bio-Medical Applications of Nevada, LLC	(702) 233-8801	3150 N Tenaya Way	Ste 110	Las Vegas	NV	89128-0446
Bio-Medical Applications of Nevada, LLC	(702) 433-3079	6330 S Pecos Rd	Ste 110	Las Vegas	NV	89120-6216
resenius Kidney Care Nevada, LLC	(702) 451-1533	3565 E Post Rd		Las Vegas	NV	89120-6262
resenius Medical Care Centennial, LLC	(702) 395-2602	7465 W Azure Dr	Ste 1a	Las Vegas	NV	89130-4419
resenius Medical Care NE Las Vegas, LLC	(702) 531-3558	321 N Nellis Blvd	Ste C120	Las Vegas	NV	89110-5415
resenius Medical Care NKDHC, LLC	(702) 614-4301	1661 W Horizon Ridge Pkwy	Ste 101	Henderson	NV	89012-3494
resenius Medical Care Spring Valley, LLC	(702) 248-1807	7040 W Sunset Rd		Las Vegas	NV	89113-1993
resenius Medical Care West Sahara, LLC	(702) 243-2763	7710 W Sahara Ave	Ste 120	Las Vegas	NV	89117-2717
resenius Medical Care West Sahara, LLC	(702) 647-4089	1581 Mount Mariah Dr	Suite 100	Las Vegas	NV	89106
iberty Dialysis - Nevada Acutes LLC	(775) 825-8254	660 Sierra Rose Dr	Ste B	Reno	NV	89511-2393
iberty Dialysis-Carson City LLC	(775) 461-7250	4500 S Carson St		Carson City	NV	89701-6618
iberty Dialysis-Northwest Reno LLC	(775) 747-1100	6144 Mae Anne Ave		Reno	NV	89523-4721
iberty Dialysis-Reno Home Dialysis LLC	(775) 829-9961	601 Sierra Rose Dr	Ste 201	Reno	NV	89511-4048
iberty Dialysis-South Reno LLC	(775) 624-8055	601 Sierra Rose Dr	Ste 101	Reno	NV	89511-4027
iberty Dialysis-Sparks LLC	(775) 200-0108	5915 S Los Altos Pkwy		Sparks	NV	89436-2506
Renal Care Group Las Vegas, LLC	(702) 384-2242	2450 Fire Mesa St	Ste 120	Las Vegas	NV	89128-9039
Renal Care Group Las Vegas, LLC	(702) 384-2242	2450 Fire Mesa St	Ste 120	Las Vegas	NV	89128-9039
pring Valley Dialysis Center LLC	(702) 247-6761	6970 W Patrick Ln		Las Vegas	NV	89113-0269
Albuquerque Westside, LLC	(505) 839-5282	300 Unser Blvd Nw		Albuquerque	NM	87121-1969
io-Medical Applications of New Mexico, Inc.	(,	5419 N Lovington Hwy		Hobbs	NM	88240-9100
Bio-Medical Applications of New Mexico, Inc.	(575) 763-2216	121 Townsgate Plz		Clovis	NM	88101-3714

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of New Mexico, Inc.	(505) 982-9427	641 Harkle Rd		Santa Fe	NM	87505-4751
Bio-Medical Applications of New Mexico, Inc.	(505) 833-9988	300 Unser Blvd Nw		Albuquerque	NM	87121-1969
Bio-Medical Applications of New Mexico, Inc.	(505) 866-9544	2800 Palmilla Rd		Los Lunas	NM	87031-4854
Bio-Medical Applications of New Mexico, Inc.	(575) 769-3898	2117 N Thomas St		Clovis	NM	88101-9486
Bio-Medical Applications of New Mexico, Inc.	(575) 625-9165	2801 N Main St	Ste H	Roswell	NM	88201-6590
Bio-Medical Applications of New Mexico, Inc.	(505) 883-7599	5200 San Mateo Blvd Ne		Albuquerque	NM	87109-2415
Bio-Medical Applications of New Mexico, Inc.	(575) 392-1014	2827 N Dal Paso St	Ste 105	Hobbs	NM	88240-2062
Bio-Medical Applications of New Mexico, Inc.	(575) 234-1327	902 W Pierce St		Carlsbad	NM	88220-5246
Bio-Medical Applications of New Mexico, Inc.	(505) 298-5557	11296 Lomas Blvd Ne		Albuquerque	NM	87112-5578
Bio-Medical Applications of New Mexico, Inc.	(505) 892-1880	1760 Grande Blvd Se	Ste 100	Rio Rancho	NM	87124-1754
Bio-Medical Applications of New Mexico, Inc.	(505) 982-9427	641 Harkle Rd		Santa Fe	NM	87505-4751
Bio-Medical Applications of New Mexico, Inc.	(505) 454-7012	246 Mills Ave		Las Vegas	NM	87701-4125
Bio-Medical Applications of New Mexico, Inc.	(505) 244-3633	1600 Randolph Ct Se	Ste 100	Albuquerque	NM	87106-4315
Bio-Medical Applications of New Mexico, Inc.	(505) 753-9427	1420 Calle De La Merced		Espanola	NM	87532-2698
Bio-Medical Applications of New Mexico, Inc.	(505) 255-0111	5400 Gibson Blvd Se	Ste 100	Albuquerque	NM	87108-4729
Bio-Medical Applications of New Mexico, Inc.	(505) 982-8659	2100 Calle De La Vuelta		Santa Fe	NM	87505-4742
Bio-Medical Applications of New Mexico, Inc.	(505) 255-0111	5400 Gibson Blvd Se		Albuquerque	NM	87108-4729
Fresenius Kidney Care Home Dialysis of New Mexico, LLC	(505) 842-5210	700 Lomas Blvd Ne	Three Woodward Center	Albuquerque	NM	87102-2568
Fresenius Medical Care Clearancewater, LLC	(505) 771-0316	7555 Enchanted Hills Blvd Ne	Ste 102	Rio Rancho	NM	87144-8625
Fresenius Medical Care Sandhill, LLC	(575) 835-8923	1306 Enterprise Rd		Socorro	NM	87801
Liberty New Mexico Partners 1, LLC	(505) 345-1224	3810 Commons Ave Ne		Albuquerque	NM	87109-5831
Liberty New Mexico Partners 2, LLC	(505) 899-1019	5751 Mcmahon Nw		Albuquerque	NM	87114
Renal Care Group South New Mexico, LLC	(575) 437-9731	2578 Medical Dr		Alamogordo	NM	88310-8710
Renal Care Group South New Mexico, LLC	(575) 522-5858	3875 Foothills Rd		Las Cruces	NM	88011-4620
Renal Care Group South New Mexico, LLC	(575) 437-9731	2578 Medical Dr		Alamogordo	NM	88310-8710
Renal Care Group South New Mexico, LLC	(575) 546-1101	814 W Adobe Dr		Deming	NM	88030-4464
Renal Care Group South New Mexico, LLC	(575) 532-6066	2525 S Telshor Blvd	Ste B	Las Cruces	NM	88011-9148
Renal Care Group Southwest, L.P.	(575) 532-6066	2525 S Telshor Blvd		Las Cruces	NM	88011-5071
Bergen Renal Care Center, LLC	(201) 692-1113	647 Cedar Ln		Teaneck	NJ	07666-1701
Bergen Renal Home PD Center, LLC	(201) 692-1379	222 Cedar Ln	Ste 103	Teaneck	NJ	07666-4311
Bio-Medical Applications of New Jersey, Inc.	,	155 Bergen Blvd		Fairview	NJ	07022-1906
Bio-Medical Applications of New Jersey, Inc.	(201) 894-3380	350 Engle St		Englewood	NJ	07631-1808
Bio-Medical Applications of New Jersey, Inc.	(908) 788-6112	2100 Wescott Dr		Flemington	NJ	08822-4603
Bio-Medical Applications of New Jersey, Inc.	(973) 587-7783	495 N 13th St		Newark	NJ	07107-1317
Bio-Medical Applications of New Jersey, Inc.	(973) 877-5091	150 Bergen St		Newark	NJ	07103-2496
Bio-Medical Applications of New Jersey, Inc.	(609) 394-4000	1962 N Olden Avenue Ext		Ewing	NJ	08618-2108
Bio-Medical Applications of New Jersey, Inc.	(973) 328-1812	400 W Blackwell St	2 West	Dover	NJ	07801-2525
Bio-Medical Applications of New Jersey, Inc.	(856) 467-1269	301 Lexington Rd	Ste 300	Swedesboro	NJ	08085-1279
Bio-Medical Applications of New Jersey, Inc.	(908) 454-7440	471 Center St		Phillipsburg	NJ	08865-2665
Bio-Medical Applications of New Jersey, Inc.	(973) 412-0066	155 Berkeley Ave		Newark	NJ	07107-2634
Bio-Medical Applications of New Jersey, Inc.	(973) 624-7100	91 Hartford St		Newark	NJ	07103-2833
Bio-Medical Applications of New Jersey, Inc.	(973) 399-1111	10 Camptown Rd		Irvington	NJ	07111-1105
Bio-Medical Applications of New Jersey, Inc.	(908) 964-5609	879 Rahway Ave	Ruth Kilman Memorial Di	_	NJ	07083-6633
Bio-Medical Applications of New Jersey, Inc.	(609) 394-5104	40 Fuld St	Fl 1	Trenton	NJ	08638-5247
Bio-Medical Applications of New Jersey, Inc.	(908) 806-9187	2 Kings Ct		Flemington	NJ	08822-6019
Bio-Medical Applications of New Jersey, Inc.	(732) 382-7333	1250 State Rt 27		Colonia	NJ	07067-3416
Bio-Medical Applications of New Jersey, Inc.	(908) 668-8007	2201 S Clinton Ave		South Plainfield	NJ	07080-1473
Bio-Medical Applications of New Jersey, Inc.	(609) 520-8995	707 Alexander Rd	Ste 301	Princeton	NJ	08540-6331
Bio-Medical Applications of New Jersey, Inc.	(732) 549-3286	2 Olsen Ave	0.0 001	Edison	NJ	08820-2419
Bio-Medical Applications of New Jersey, Inc.	(201) 902-9382	508 31st St		Union City	NJ	07087-3907
Bio-Medical Applications of New Jersey, Inc.	(856) 216-8463	1417 Brace Rd		Cherry Hill	NJ	08034-3524
bio-iviedical Applications of New Jersey, Ilic.	(856) 216-8463	1417 Blace KU		Cherry Hill	INJ	U8U34-35Z4

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of New Jersey, Inc.	(609) 671-1600	1962 N Olden Avenue Ext		Ewing	NJ	08618-2108
Bio-Medical Applications of New Jersey, Inc.	(609) 689-9260	2 Hamilton Health Pl		Hamilton	NJ	08690-3563
Dialysis Associates of Northern New Jersey, L.L.C.	(973) 267-2009	2200 State Rt 10		Parsippany	NJ	07054-5304
FMS Atlantic City Holdings, LLC	(609) 441-8944	1925 Pacific Ave		Atlantic City	NJ	08401-6713
FMS Atlantic City Holdings, LLC	(609) 345-0900	1501 Atlantic Ave		Atlantic City	NJ	08401-7013
Fresenius Medical Care Bayonne, LLC	(201) 858-5000	29 E 29th St		Bayonne	NJ	07002-4654
Fresenius Medical Care Belleville, LLC	(973) 450-0385	36 Newark Ave	Ste 304	Belleville	NJ	07109-4121
Fresenius Medical Care Burlington, LLC	(609) 387-1091	115 Sunset Rd		Burlington	NJ	08016-4153
Fresenius Medical Care Camden County, LLC	(856) 728-2811	510 Williamstown Rd		Sicklerville	NJ	08081-1781
Fresenius Medical Care Deptford, LLC	(856) 468-5049	1689 Delsea Dr		Deptford	NJ	08096-4156
Fresenius Medical Care East Morris, LLC	(973) 993-8491	55 Madison Ave		Morristown	NJ	07960-7306
Fresenius Medical Care Fairview Dialysis, LLC	(201) 941-6601	155 Bergen Blvd		Fairview	NJ	07022-1906
Fresenius Medical Care Hackensack, LLC	(201) 342-0801	458 Passaic St		Hackensack	NJ	07601-1519
Fresenius Medical Care Hoboken, LLC	(201) 656-7500	1600 Willow Ave		Hoboken	NJ	07030-3412
Fresenius Medical Care Ironbound, LLC	(973) 344-0655	248 South St		Newark	NJ	07114-2911
Fresenius Medical Care Jersey City, LLC	(201) 876-7964	29 Cottage St		Jersey City	NJ	07306-2801
Fresenius Medical Care Jersey City, LLC	(201) 451-3760	107 Pacific Ave		Jersey City	NJ	07304-3217
Fresenius Medical Care Jersey Shore, LLC	(732) 643-9260	2441 State Route 33		Neptune	NJ	07753-3763
Fresenius Medical Care Linden, LLC	(908) 925-5161	630 W Saint Georges Ave		Linden	NJ	07036-5646
Fresenius Medical Care Livingston, LLC	(973) 535-0667	348 E Northfield Rd		Livingston	NJ	07039-4812
Fresenius Medical Care Marlton, LLC	(856) 988-1060	957 Route 73 S		Marlton	NJ	08053-9641
Fresenius Medical Care Matawan, LLC	(732) 566-0471	625 State Route 34		Matawan	NJ	07747-3050
Fresenius Medical Care Montclair, LLC	(973) 744-2058	114 Valley Rd		Montclair	NJ	07042-2321
Fresenius Medical Care North Cape May, LLC	(609) 884-5476	3301 Bayshore Rd		North Cape May	NJ	08204-3711
Fresenius Medical Care Northfield, LLC	(609) 437-2190	2605 Shore Rd		Northfield	NJ	08225-2136
Fresenius Medical Care Ocean, LLC	(732) 785-2690	1640 Route 88	Ste 102	Brick	NJ	08724-3068
Fresenius Medical Care Paramus Dialysis Center, LLC	(201) 262-0429	37 W Century Rd		Paramus	NJ	07652-1409
Fresenius Medical Care Piscataway, LLC	(732) 220-1043	1135 Easton Ave		Somerset	NJ	08873-1682
Fresenius Medical Care Pomona, LLC	(609) 652-3070	44 E Jimmie Leeds Rd		Galloway	NJ	08205-9599
Fresenius Medical Care Riverview, LLC	(732) 530-2239	48 E Front St		Red Bank	NJ	07701-1823
Fresenius Medical Care Secaucus, LLC	(201) 583-6650	200 Meadowlands Pkwy	200a	Secaucus	NJ	07094-2312
Fresenius Medical Care Toms River, LLC	(732) 286-6502	970 Hooper Ave		Toms River	NJ	08753-8319
Fresenius Medical Care Union City Home, LLC	(201) 601-4702	3196 Kennedy Blvd	Ste 2	Union City	NJ	07087-2468
Fresenius Medical Care Vineland, LLC	(856) 794-3273	1206 W Sherman Ave	535 =	Vineland	NJ	08360-6911
Fresenius Medical Care-Meridian Health System, LLC	(333) 13 1 3273	1 Hospital Plz		Old Bridge	NJ	08857-3012
Holy Name Renal Care Center, LLC		718 Teaneck Rd		Teaneck	NJ	07666-4245
Holy Name Renal Care Center, LLC	(201) 833-1701	718 Teaneck Rd		Teaneck	NJ	07666-4245
LDSP LLC	(609) 926-9090	1201 New Rd	Ste 170	Linwood	NJ	08221-1100
Lakewood Dialysis Services, LLC	(732) 730-2222	1328 River Ave	Ste 16	Lakewood	NJ	08701-5645
Liberty Dialysis - Hammonton LLC	(609) 561-0044	392 N White Horse Pike	310 10	Hammonton	NJ	08037-1866
Liberty Dialysis-Berlin LLC	(856) 809-0036	30 Tansboro Rd		Berlin	NJ	08009-1948
Liberty Dialysis-Runnemede LLC	(856) 312-0101	170 E 9th Ave	Ste B	Runnemede	NJ	08078-1118
NNA of East Orange, L.L.C.	(973) 414-6100	110 S Grove St		East Orange	NJ	07018-4102
NNA of Elizabeth, L.L.C.	(908) 436-3007	595 Division St		Elizabeth	NJ	07201-2038
NNA of Harrison, L.L.C.	(973) 482-7772	620 Essex St		Harrison	NJ	07201-2038
NNA-Saint Barnabas, L.L.C.	(973) 926-7600	201 Lyons Ave		Newark	NJ	07023-2134
NNA-Saint Barnabas, L.L.C.	(973) 322-7150	94 Old Short Hills Rd		Livingston	NJ	07039-5672
NNA-Saint Barnabas, L.L.C.	(973) 450-2367	1 Clara Maass Dr		Belleville		07109-3550
NNA-Saint Barnabas, L.L.C.	• • •	131 S 31st St		Kenilworth	NJ NJ	07033-1331
NNA-Saint Barnabas-Livingston, L.L.C.	(908) 241-0453				NJ	
	(973) 322-7150	200 S Orange Ave		Livingston	NJ	07039-5817
National Medical Care, Inc.		400 W Blackwell St		Dover	NJ	07801-2525

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
National Medical Care, Inc.	(908) 687-5016	879 Rahway Ave		Union	NJ	07083-6633
Northern New Jersey Dialysis, L.L.C.	(201) 503-1401	350 Engle St	<b>Englewood Hospital And</b>	N Englewood	NJ	07631-1808
Northern New Jersey Dialysis, L.L.C.	(973) 252-1301	677 Us Highway 46	Ste C	Kenvil	NJ	07847-2699
RCG Southern New Jersey, LLC	(609) 465-3444	1259 S Route 9		Cape May Court	NJ	08210-2729
RCG Southern New Jersey, LLC	(609) 383-0066	6701 Black Horse Pike		Egg Harbor Towr	NJ	08234-3935
Renal Care Group East, Inc.	(609) 465-3444	2 Stone Harbor Blvd	Burdette Tomlin Hospital	Cape May Court	NJ	08210-2138
Renal Care Group East, Inc.	(732) 557-8091	99 Route 37 W	1st Floor/3c	Toms River	NJ	08755-6423
Renal Care Group Maplewood, LLC	(973) 275-5499	2130 Millburn Ave		Maplewood	NJ	07040-3725
Renal Institute of Central Jersey, LLC	(732) 505-0637	1 Plaza Dr		Toms River	NJ	08757-3761
Renex Dialysis Clinic of Bloomfield, Inc.	(973) 680-8100	206 Belleville Ave		Bloomfield	NJ	07003-3589
Renex Dialysis Clinic of Orange, Inc.	(973) 675-3400	258 Central Ave		Orange	NJ	07050-3414
Renex Dialysis Clinic of Woodbury, Inc.	(856) 342-3284	1 Cooper Plz	C/o Dialysis Unit	Camden	NJ	08103-1461
Renex Dialysis Clinic of Woodbury, Inc.	(856) 935-0949	5 New Jersey Route 45	,	Salem	NJ	08079
Renex Dialysis Clinic of Woodbury, Inc.	(856) 853-8735	571 N Evergreen Ave		Woodbury	NJ	08096-1856
Southern Ocean County Dialysis Clinic, LLC	(609) 597-1039	1301 Route 72 W	Ste 110	Manahawkin	NJ	08050-2483
Whiting Dialysis Services, LLC	(732) 350-8405	430 Pinewald Keswick Rd	5.0 ==0	Whiting	NJ	08759-2942
Bio-Medical Applications of Dover, Inc.	(603) 436-4567	155 Borthwick Ave		Portsmouth	NH	03801-7156
Bio-Medical Applications of Dover, Inc.	(603) 436-4567	155 Borthwick Ave	Ste 100e	Portsmouth	NH	03801-7159
Bio-Medical Applications of Maine, Inc.	(003) 430 4307	155 Borthwick Ave	310 1000	Portsmouth	NH	03801-7156
Bio-Medical Applications of Manchester, Inc.		1750 Elm St		Manchester	NH	03104-2907
Bio-Medical Applications of Manchester, Inc.	(603) 647-4042	1750 Elm St	Ste 100	Manchester	NH	03104-2919
Bio-Medical Applications of New Hampshire, Inc.	(603) 577-4547	20 Cotton Rd	Ste 100	Nashua	NH	03104-2313
Bio-Medical Applications of New Hampshire, Inc.	(003) 377-4347	27 Sterling Dr	316 101	Rochester	NH	03867-4373
Bio-Medical Applications of New Hampshire, Inc.		248 Pleasant St			NH	03301-2588
				Concord		
Bio-Medical Applications of New Hampshire, Inc.		426b Winchester St		Keene	NH	03431-3912
Bio-Medical Applications of New Hampshire, Inc.		56 Etna Rd		Lebanon	NH	03766-1419
Bio-Medical Applications of New Hampshire, Inc.	(502) 070 0050	1 Hampton Rd	Cl. A	Exeter	NH	03833-4848
Bio-Medical Applications of New Hampshire, Inc.	(603) 870-0969	19 Keewaydin Dr	Ste A	Salem	NH	03079-4891
Bio-Medical Applications of New Hampshire, Inc.	(603) 357-3600	426b Winchester St	D 11 11 D C 11 400	Keene	NH	03431-3912
Bio-Medical Applications of New Hampshire, Inc.	(603) 777-9931	1 Hampton Rd	Building B Suite 109	Exeter	NH	03833-4848
Bio-Medical Applications of New Hampshire, Inc.	(603) 448-5550	56 Etna Rd		Lebanon	NH	03766-1419
Bio-Medical Applications of New Hampshire, Inc.	(603) 788-5222	173 Middle St		Lancaster	NH	03584-3508
Bio-Medical Applications of New Hampshire, Inc.	(603) 224-9996	248 Pleasant St	Pillsbury Bldg, Ste G400	Concord	NH	03301-2588
Bio-Medical Applications of New Hampshire, Inc.	(603) 330-0483	27 Sterling Dr		Rochester	NH	03867-4373
Bio-Medical Applications of New Hampshire, Inc.	(603) 672-6678	586 Nashua St	Ste 20	Milford	NH	03055-4934
Bio-Medical Applications of New Hampshire, Inc.	(603) 742-9765	343 6th St		Dover	NH	03820-5905
Bio-Medical Applications of New Hampshire, Inc.	(603) 447-3976	21b Poliquin Dr		Conway	NH	03818-5802
Bio-Medical Applications of New Hampshire, Inc.	(603) 434-4517	1f Commons Dr		Londonderry	NH	03053-3474
Overland Trails Renal Care Group, LLC	(308) 233-5011	5210 Parklane Dr		Kearney	NE	68847-8605
RAI Care Centers of Nebraska II, LLC	(402) 721-1610	450 E 23rd St		Fremont	NE	68025-2303
RAI Care Centers of Nebraska II, LLC	(402) 451-7745	5084 Ames Ave		Omaha	NE	68104-2323
RAI Care Centers of Nebraska II, LLC	(402) 721-1158	2660 N Healthy Way		Fremont	NE	68025-2316
RAI Care Centers of Nebraska II, LLC	(402) 558-3284	4411 Center St	Ste A	Omaha	NE	68105-2435
RCG Grand Island, LLC	(308) 384-9600	3516 Richmond Cir		Grand Island	NE	68803-4965
RCG North Platte, LLC	(308) 696-0941	785 E Francis St		North Platte	NE	69101-7611
Renal Care Group of the Midwest, Inc.	(402) 697-7553	15801 W Dodge Rd		Omaha	NE	68118-2048
Renal Care Group of the Midwest, Inc.	(308) 568-5119	601 W Leota St		North Platte	NE	69101-6525
Renal Care Group of the Midwest, Inc.	(308) 865-7570	5210 Parklane Dr		Kearney	NE	68847-8605
UROHSD, LLC	(402) 393-2865	2916 S 84th St		Omaha	NE	68124-3213
Bio-Medical Applications of Clinton, Inc.	(910) 592-1600	1740 Southeast Blvd		Clinton	NC	28328-4738
Bio-Medical Applications of Fayetteville, Inc.	(910) 426-2001	2560 Legion Rd		Fayetteville	NC	28306-4054

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of North Carolina, Inc.		2474 Hillcrest Center Cir		Winston Salem	NC	27103-3047
Bio-Medical Applications of North Carolina, Inc.	(704) 628-0350	7862 Idlewild Rd		Indian Trail	NC	28079-8675
Bio-Medical Applications of North Carolina, Inc.		928 Baxter St		Charlotte	NC	28204-2802
Bio-Medical Applications of North Carolina, Inc.	(252) 823-7046	120 Hospital Dr		Tarboro	NC	27886-2012
Bio-Medical Applications of North Carolina, Inc.	(704) 567-2045	3211 Bishops Way Ln	Suite 2000	Charlotte	NC	28215
Bio-Medical Applications of North Carolina, Inc.	(336) 763-0760	1320 Eastchester Dr		High Point	NC	27265-2349
Bio-Medical Applications of North Carolina, Inc.	(919) 497-0180	935 N Main St		Louisburg	NC	27549-2174
Bio-Medical Applications of North Carolina, Inc.	(252) 722-3922	2800 Breezewood Ave		Fayetteville	NC	28303-5282
Bio-Medical Applications of North Carolina, Inc.	(704) 348-2950	133 Union St S		Concord	NC	28025-5011
Bio-Medical Applications of North Carolina, Inc.	(919) 350-8070	3604 Bush St		Raleigh	NC	27609-7511
Bio-Medical Applications of North Carolina, Inc.	(910) 615-5374	2800 Breezewood Ave	Ste 200	Fayetteville	NC	28303-5282
Bio-Medical Applications of North Carolina, Inc.	(919) 544-3451	3516 Tricenter Blvd		Durham	NC	27713-1848
Bio-Medical Applications of North Carolina, Inc.	(704) 332-9206	200 Hawthorne Ln		Charlotte	NC	28204-2515
Bio-Medical Applications of North Carolina, Inc.	(828) 464-3830	301 10th St Nw	Ste A101	Conover	NC	28613-2419
Bio-Medical Applications of North Carolina, Inc.	(336) 951-4000	1200 N Elm St		Greensboro	NC	27401-1004
Bio-Medical Applications of North Carolina, Inc.	(919) 554-4618	2800 Breezewood Ave		Fayetteville	NC	28303-5282
Bio-Medical Applications of North Carolina, Inc.	(919) 554-2359	2700 Leighton Ridge Dr		Wake Forest	NC	27587-5986
Bio-Medical Applications of North Carolina, Inc.	(910) 879-0046	101 S Craig St		Elizabethtown	NC	28337-3905
Bio-Medical Applications of North Carolina, Inc.	(704) 504-2667	14166 Steele Creek Rd		Charlotte	NC	28273-3968
Bio-Medical Applications of North Carolina, Inc.	(704) 535-7231	6646 Regal Oaks Dr		Charlotte	NC	28212-8256
Bio-Medical Applications of North Carolina, Inc.	(252) 753-0092	4302 S Main St		Farmville	NC	27828-9531
Bio-Medical Applications of North Carolina, Inc.	• • •					27803-5626
	(252) 442-1129	1676 S Wesleyan Blvd		Rocky Mount	NC NC	
Bio-Medical Applications of North Carolina, Inc.	(252) 393-2039	1165 Cedar Point Blvd	C+o 2102	Cedar Point	NC NC	28584-1029
Bio-Medical Applications of North Carolina, Inc.	(828) 304-0018	1899 Tate Blvd Se	Ste 2102	Hickory	NC	28602-4200
Bio-Medical Applications of North Carolina, Inc.	(919) 499-1483	290 H M Cagle Dr		Cameron	NC	28326-5070
Bio-Medical Applications of North Carolina, Inc.	(336) 664-6869	2837 Horse Pen Creek Rd		Greensboro	NC	27410-9700
Bio-Medical Applications of North Carolina, Inc.	(910) 628-6898	704 S Walnut St		Fairmont	NC	28340-1838
Bio-Medical Applications of North Carolina, Inc.	(252) 793-6300	734 Us Highway 64 E		Plymouth	NC	27962-9313
Bio-Medical Applications of North Carolina, Inc.	(919) 598-9992	1209 S Briggs Ave		Durham	NC	27703-5047
Bio-Medical Applications of North Carolina, Inc.	(252) 633-3378	2113b Neuse Blvd		New Bern	NC	28560-4309
Bio-Medical Applications of North Carolina, Inc.	(252) 257-0420	884 Us Highway 158 Bus W		Warrenton	NC	27589-9789
Bio-Medical Applications of North Carolina, Inc.	(919) 771-1022	320 Gideon Creek Way		Raleigh	NC	27603-3584
Bio-Medical Applications of North Carolina, Inc.	(252) 442-6311	230 S Fairview Rd		Rocky Mount	NC	27801-6972
Bio-Medical Applications of North Carolina, Inc.	(336) 854-7807	5020 Mackay Rd		Jamestown	NC	27282-9353
Bio-Medical Applications of North Carolina, Inc.	(704) 334-2226	1334 Central Ave		Charlotte	NC	28205-5010
Bio-Medical Applications of North Carolina, Inc.	(704) 552-9102	7901 England St		Charlotte	NC	28273-5915
Bio-Medical Applications of North Carolina, Inc.	(910) 221-4362	526 Ramsey St		Fayetteville	NC	28301-4912
Bio-Medical Applications of North Carolina, Inc.	(910) 892-7811	605 Tilghman Dr		Dunn	NC	28334-5526
Bio-Medical Applications of North Carolina, Inc.	(919) 934-9188	545 E Market St		Smithfield	NC	27577-3923
Bio-Medical Applications of North Carolina, Inc.	(919) 876-7501	3604 Bush St		Raleigh	NC	27609-7511
Bio-Medical Applications of North Carolina, Inc.	(252) 522-1000	3101 W New Bern Rd		Kinston	NC	28504-4702
Bio-Medical Applications of North Carolina, Inc.	(919) 552-1926	916 S Main St		Fuquay Varina	NC	27526-2420
Bio-Medical Applications of North Carolina, Inc.	(252) 826-5722	612 Main St		Scotland Neck	NC	27874-1148
Bio-Medical Applications of North Carolina, Inc.	(336) 616-1611	2206 Barnes St		Reidsville	NC	27320-8150
Bio-Medical Applications of North Carolina, Inc.	(910) 843-9311	1000 E 4th Ave		Red Springs	NC	28377-1642
Bio-Medical Applications of North Carolina, Inc.	(919) 693-7507	1620 Williamsboro St		Oxford	NC	27565-5016
Bio-Medical Applications of North Carolina, Inc.	(919) 781-8974	3411 W Millbrook Rd		Raleigh	NC	27613-3056
Bio-Medical Applications of North Carolina, Inc.	(919) 387-2898	1000 American Way		Apex	NC	27502-7700
Bio-Medical Applications of North Carolina, Inc.	(704) 827-2931	5010 Medical Care Ct		Belmont	NC	28012-2276
Bio-Medical Applications of North Carolina, Inc.	(828) 464-3830	301 10th St Nw	Ste A101	Conover	NC	28613-2419
	(910) 867-2602	6959 Nexus Ct	313 / 1201	Fayetteville	NC	28304-2642

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of North Carolina, Inc.	(252) 746-9622	3793 Lee St		Ayden	NC	28513-3043
Bio-Medical Applications of North Carolina, Inc.	(252) 448-4575	110 Industrial Park Dr		Trenton	NC	28585-9593
Bio-Medical Applications of North Carolina, Inc.	(336) 358-1233	3839 Burlington Rd		Greensboro	NC	27405-8645
Bio-Medical Applications of North Carolina, Inc.	(919) 231-3700	835 S New Hope Rd		Raleigh	NC	27610-1485
Bio-Medical Applications of North Carolina, Inc.	(252) 478-4091	102 Dodd St	Food Lion Shopping Cent	e Spring Hope	NC	27882-9348
Bio-Medical Applications of North Carolina, Inc.	(252) 633-6303	2113 Neuse Blvd		New Bern	NC	28560-4309
Bio-Medical Applications of North Carolina, Inc.	(336) 318-0380	187 Browers Chapel Rd		Asheboro	NC	27205-7894
Bio-Medical Applications of North Carolina, Inc.	(704) 289-8407	1338 E Sunset Dr		Monroe	NC	28112-4361
Bio-Medical Applications of North Carolina, Inc.	(704) 596-0680	5220 N Tryon St	Ste A	Charlotte	NC	28213-7071
Bio-Medical Applications of North Carolina, Inc.	(704) 348-2950	928 Baxter St		Charlotte	NC	28204-2802
Bio-Medical Applications of North Carolina, Inc.	(704) 864-8863	348 Burtonwood Dr		Gastonia	NC	28054-4054
Bio-Medical Applications of North Carolina, Inc.	(252) 522-5725	604 Airport Rd		Kinston	NC	28504-8210
Bio-Medical Applications of North Carolina, Inc.	(336) 375-1400	2700 Henry St		Greensboro	NC	27405-3633
Bio-Medical Applications of North Carolina, Inc.	(252) 443-9800	, 750 English Rd		Rocky Mount	NC	27804-6020
Bio-Medical Applications of North Carolina, Inc.	(919) 269-8889	465 Stratford Dr		, Zebulon	NC	27597-2215
Bio-Medical Applications of North Carolina, Inc.	(252) 808-0444	3332 Bridges St	Ste 7	Morehead City	NC	28557-3296
Bio-Medical Applications of North Carolina, Inc.	(252) 329-8000	2355 W Arlington Blvd		Greenville	NC	27834-2847
Bio-Medical Applications of North Carolina, Inc.	(910) 738-2421	720 Wesley Pines Rd		Lumberton	NC	28358-2106
Bio-Medical Applications of North Carolina, Inc.	(336) 524-8989	3325 Garden Rd		Burlington	NC	27215-9790
Bio-Medical Applications of North Carolina, Inc.	(704) 393-5509	3057 Freedom Dr		Charlotte	NC	28208-3859
Bio-Medical Applications of North Carolina, Inc.	(252) 752-1520	510 Paladin Dr		Greenville	NC	27834-7825
Bio-Medical Applications of North Carolina, Inc.	(252) 585-0236	121 N Church St	Po Box 325	Conway	NC	27820-9706
Bio-Medical Applications of North Carolina, Inc.	(252) 975-5950	1983 W 5th St		, Washington	NC	27889-9096
Bio-Medical Applications of North Carolina, Inc.	(704) 736-9300	1090 S Grove Street Ext		Lincolnton	NC	28092-7005
Bio-Medical Applications of North Carolina, Inc.	(336) 271-8178	622 Industrial Ave		Greensboro	NC	27406-4604
Bio-Medical Applications of North Carolina, Inc.	(910) 482-3491	130 Longview Dr		Fayetteville	NC	28311-2730
Bio-Medical Applications of North Carolina, Inc.	(704) 730-1270	604 Canterbury Rd		, Kings Mountain	NC	28086-9601
Bio-Medical Applications of North Carolina, Inc.	(919) 471-1718	4016 Freedom Lake Dr		Durham	NC	27704-2156
Bio-Medical Applications of North Carolina, Inc.	(919) 286-4777	1507 W Pettigrew St		Durham	NC	27705-4821
Bio-Medical Applications of North Carolina, Inc.	(919) 603-1800	625 Lewis St		Oxford	NC	27565-3523
Bio-Medical Applications of North Carolina, Inc.	(252) 794-5041	1421 S King St		Windsor	NC	27983-9666
Bio-Medical Applications of North Carolina, Inc.	(828) 754-5322	322 Mulberry St Sw		Lenoir	NC	28645-5702
Bio-Medical Applications of North Carolina, Inc.	(828) 324-9580	1899 Tate Blvd Se	Box 103	Hickory	NC	28602-4200
Bio-Medical Applications of North Carolina, Inc.	(704) 982-6945	203 Ne Connector		Albemarle	NC	28001-6720
Bio-Medical Applications of North Carolina, Inc.	(919) 231-3146	3943 New Bern Ave		Raleigh	NC	27610-1332
Bio-Medical Applications of North Carolina, Inc.	(919) 963-2211	5815 Us Highway 301 S		Four Oaks	NC	27524-9327
Bio-Medical Applications of North Carolina, Inc.	(919) 462-0976	5045 Old Raleigh Rd		Cary	NC	27511-6479
Bio-Medical Applications of North Carolina, Inc.	(252) 535-1000	260 Smith Church Rd		Roanoke Rapids	NC	27870-4914
Bio-Medical Applications of North Carolina, Inc.	(910) 276-6669	701 Lauchwood Dr		Laurinburg	NC	28352-5544
Bio-Medical Applications of North Carolina, Inc.	(704) 394-7335	1534 N Hoskins Rd		Charlotte	NC	28216-3602
Bio-Medical Applications of North Carolina, Inc.	(828) 439-8489	814 W Union St		Morganton	NC	28655-4228
Bio-Medical Applications of North Carolina, Inc.	(910) 525-0405	100 E Pleasant St		Roseboro	NC	28382-9081
Bio-Medical Applications of North Carolina, Inc.	(910) 522-7126	1327 Harry West Ln		Pembroke	NC	28372-7353
Bio-Medical Applications of North Carolina, Inc.	(828) 268-7502	2640 Highway 105	Ste 201	Boone	NC	28607-7817
Bio-Medical Applications of North Carolina, Inc.	(919) 639-3064	301 S Raleigh St		Angier	NC	27501-8849
Bio-Medical Applications of North Carolina, Inc.	(919) 550-7456	5420 Barber Mill Rd		Clayton	NC	27520-7260
Bio-Medical Applications of North Carolina, Inc.	(828) 632-3547	175 Commerce Dr		Taylorsville	NC	28681-6527
Bio-Medical Applications of North Carolina, Inc.	(704) 867-3417	710 W Hudson Blvd		Gastonia	NC	28052-6300
Bio-Medical Applications of North Carolina, Inc.	(919) 544-3451	3516 Tricenter Blvd		Durham	NC	27713-1848
Bio-Medical Applications of North Carolina, Inc.	(910) 754-3280	98 Stone Chimney Rd Se		Supply	NC	28462-3374
Bio-Medical Applications of North Carolina, Inc.	(910) 865-3086	153 E Mclean St		Saint Pauls	NC	28384-1837
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Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of North Carolina, Inc.	(910) 277-3592	1061 Aberdeen Rd		Laurinburg	NC	28352-2655
Bio-Medical Applications of North Carolina, Inc.	(704) 695-1460	2349 Us Highway 74 W		Wadesboro	NC	28170-7554
Bio-Medical Applications of North Carolina, Inc.	(919) 832-2644	802 Semart Dr	Ste 108	Raleigh	NC	27604-8015
Bio-Medical Applications of North Carolina, Inc.	(919) 554-1752	670 Granite Vista Dr		Rolesville	NC	27571-9733
Bio-Medical Applications of North Carolina, Inc.	(704) 443-2973	910 Park Center Dr		Matthews	NC	28105-5032
Bio-Medical Applications of South Carolina, Inc.	(704) 332-9206	133 Union St S		Concord	NC	28025-5011
Carolina Dialysis of Mebane, LLC	(919) 563-2304	1410 S Third Street Ext		Mebane	NC	27302-8186
Carolina Dialysis, LLC	(919) 775-3725	115 Wilson Rd		Sanford	NC	27332-9613
Carolina Dialysis, LLC	(919) 545-0019	480 Hillsboro St		Pittsboro	NC	27312-9497
Carolina Dialysis, LLC	(919) 966-4359	105 Renee Lynn Ct		Carrboro	NC	27510-6511
Carolina Dialysis, LLC	(919) 663-1054	192 Campus Dr		Siler City	NC	27344-6792
Carolina Dialysis, LLC	(919) 718-0680	1922 K M Wicker Memorial Dr		Sanford	NC	27330-5069
Carolina Dialysis, LLC	(919) 966-4359	105 Renee Lynn Ct		Carrboro	NC	27510-6511
Carolina Dialysis, LLC	(919) 966-4359	105 Renee Lynn Ct		Carrboro	NC	27510-6511
Carolina Dialysis, LLC	(919) 718-0680	1922 K M Wicker Memorial Dr		Sanford	NC	27330-5069
FMS ENA Home, LLC	(252) 824-0017	122 Hospital Dr		Tarboro	NC	27886-2012
Fresenius Medical Care Morrisville, LLC	(919) 677-3832	100 Stamford Dr		Cary	NC	27513-9502
Fresenius Medical Care White Oak, LLC	(919) 779-6001	520 Timber Dr E	Ste 105	Garner	NC	27529-4689
Fresenius Medical Care of Lillington, LLC	(910) 814-1800	1605 S Main St	310 103	Lillington	NC	27546-8043
Independent Nephrology Services, Inc.	(704) 947-2341	9920 Kincey Ave	Ste 140	Huntersville	NC	28078-2401
Independent Nephrology Services, Inc.	(704) 878-6590	2603 Davie Ave	316 140	Statesville	NC	28625-8256
Independent Nephrology Services, Inc.	(704) 717-2825	6646 Regal Oaks Dr		Charlotte	NC	28212-8256
RAI Care Centers of North Carolina II, LLC	(919) 734-7441	2604 Hospital Rd		Goldsboro	NC	27534-9423
Renal Care Group of the South, Inc.	• •	·	Po Box 891		NC	27334-9423
Fresenius Medical Care of Montana, LLC	(336) 694-1084	1702 Nc Highway 86 N	PO BOX 891	Yanceyville		
Fresenius Medical Care of Montana, LLC	(200) 046 0045	3100 Great Northern Ave	C+ - 210F	Missoula	MT	59808-1539
,	(208) 846-9815	931 Highland Blvd	Ste 3105	Bozeman	MT	59715-6912
Fresenius Medical Care of Montana, LLC	(406) 883-3570	305 Ridgewater Dr	CL - <b>F</b> 400	Polson	MT	59860-8547
Fresenius Medical Care of Montana, LLC	(406) 522-9849	937 Highland Blvd	Ste 5100	Bozeman	MT	59715-6909
Fresenius Medical Care of Montana, LLC	(406) 549-2980	3100 Great Northern Ave	C. D	Missoula	MT	59808-1539
Fresenius Medical Care of Montana, LLC	(406) 494-7027	3745 Harrison Ave	Ste D	Butte	MT	59701-6814
GFLD LLC	(406) 761-3007	1724 26th St S		Great Falls	MT	59405-5272
Bio-Medical Applications of Mississippi, Inc.	(228) 865-3634	4300a W Railroad St		Gulfport	MS	39501-2568
Bio-Medical Applications of Mississippi, Inc.	(601) 939-4818	181 Davis Johnson Dr	Ste H	Richland	MS	39218-9483
Bio-Medical Applications of Mississippi, Inc.	(601) 446-8060	312 Highland Blvd		Natchez	MS	39120-4611
Bio-Medical Applications of Mississippi, Inc.	(662) 226-8229	35 W Monroe St		Grenada	MS	38901-5222
Bio-Medical Applications of Mississippi, Inc.	(601) 833-9720	534 Irby Dr		Brookhaven	MS	39601-2602
Bio-Medical Applications of Mississippi, Inc.	(601) 483-0606	2205 Highway 39 N		Meridian	MS	39301-2636
Bio-Medical Applications of Mississippi, Inc.	(601) 483-0606	1404 White St		Mccomb	MS	39648-2840
Bio-Medical Applications of Mississippi, Inc.	(662) 327-9208	92 N Brookmoore Dr		Columbus	MS	39705-2018
Bio-Medical Applications of Mississippi, Inc.	(662) 627-4786	2010 N State St		Clarksdale	MS	38614-6100
Bio-Medical Applications of Mississippi, Inc.	(662) 459-7036	1401 River Rd		Greenwood	MS	38930-4030
Bio-Medical Applications of Mississippi, Inc.	(662) 332-7100	1409 E Union St		Greenville	MS	38703-3247
Bio-Medical Applications of Mississippi, Inc.	(662) 873-2272	Po Box 9		Rolling Fork	MS	39159-0009
Bio-Medical Applications of Mississippi, Inc.	(601) 944-0151	656 N State St		Jackson	MS	39202-3303
Bio-Medical Applications of Mississippi, Inc.	(601) 743-4565	30 Ponderosa Ave		De Kalb	MS	39328-9104
Bio-Medical Applications of Mississippi, Inc.	(228) 864-1177	2525 33rd St		Gulfport	MS	39501-6902
Bio-Medical Applications of Mississippi, Inc.	(228) 392-1300	10374 Lamey Bridge Rd		Diberville	MS	39540-2631
Bio-Medical Applications of Mississippi, Inc.	(601) 981-9652	381 Medical Dr		Jackson	MS	39216-4118
Bio-Medical Applications of Mississippi, Inc.	(601) 859-2285	1976 Highway 43 N		Canton	MS	39046-4962
Bio-Medical Applications of Mississippi, Inc.	(601) 371-2896	1856 Hospital Dr		Jackson	MS	39204-3410
Bio-Medical Applications of Mississippi, Inc.	(662) 746-4172	716 Grand Ave		Yazoo City	MS	39194-3232

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Mississippi, Inc.	(601) 849-3053	211 1st St Se		Magee	MS	39111-3623
Bio-Medical Applications of Mississippi, Inc.	(228) 864-0009	4300a W Railroad St		Gulfport	MS	39501-2568
Bio-Medical Applications of Mississippi, Inc.	(228) 436-9204	784 Howard Ave		Biloxi	MS	39530-3822
Bio-Medical Applications of Mississippi, Inc.	(228) 255-5378	5401 Gex Rd		Diamondhead	MS	39525-3208
Bio-Medical Applications of Mississippi, Inc.	(228) 832-9293	11531 Old Highway 49		Gulfport	MS	39503-2654
Bio-Medical Applications of Mississippi, Inc.	(601) 894-1300	232a Caldwell Dr		Hazlehurst	MS	39083-2723
Bio-Medical Applications of Mississippi, Inc.	(662) 289-3000	107 Ridgewood Cir		Kosciusko	MS	39090-3265
Bio-Medical Applications of Mississippi, Inc.	(601) 469-3390	570 Deerfield Dr		Forest	MS	39074-6005
D'Iberville Home Program, LLC	(228) 872-0516	14215 Cook Rd		Biloxi	MS	39532-9719
Fresenius Medical Care SW Jackson Home, LLC	(601) 292-1545	1421 N State St	Ste 501	Jackson	MS	39202-1641
Lakeland Home Program, LLC	(601) 925-9296	105 Johnston Pl		Clinton	MS	39056-5911
Lakeland Home Program, LLC	(601) 932-2124	1010 Lakeland Square Ext	Ste A	Flowood	MS	39232-7607
Lakeland Home Program, LLC	(601) 591-0053	209 Mar Lyn Dr	33371	Brandon	MS	39042-2483
North Gulfport Home Program, LLC	(228) 867-2637	3301 25th Ave		Gulfport	MS	39501-5910
RCG Mississippi, Inc.	(601) 482-4808	1300 38th Avenue E		Meridian	MS	39301
RCG Mississippi, Inc.	(601) 656-2062	1100 Central Dr		Philadelphia	MS	39350-8972
RCG Mississippi, Inc.	(662) 243-7648	3499 Bluecutt Rd		Columbus	MS	39705-1346
RCG Mississippi, Inc.		139 N Brookmoore Dr			MS	39705-2024
	(662) 328-4440 (662) 378-2454			Columbus Greenville	MS	38703-7220
RCG Mississippi, Inc.	` ,	2001 Medical Park Dr				
RCG Mississippi, Inc.	(601) 483-0606	2205 Highway 39 N		Meridian	MS	39301-2636
RCG Mississippi, Inc.	(601) 833-9720	534 Irby Dr		Brookhaven	MS	39601-2602
RCG Mississippi, Inc.	(662) 627-4786	2010 N State St		Clarksdale	MS	38614-6100
RCG Mississippi, Inc.	(662) 327-9208	92 N Brookmoore Dr		Columbus	MS	39705-2018
RCG Mississippi, Inc.	(601) 634-6057	105 Keystone Cir		Vicksburg	MS	39183-3201
RCG Mississippi, Inc.	(662) 453-5208	609 Tallahatchie St		Greenwood	MS	38930-2005
RCG Mississippi, Inc.	(601) 446-8060	312 Highland Blvd		Natchez	MS	39120-4611
RCG Mississippi, Inc.	(601) 656-0282	105 Office Dr		Philadelphia	MS	39350
RCG Mississippi, Inc.	(601) 684-6380	1404 White St		Mccomb	MS	39648-2840
RCG Mississippi, Inc.	(662) 226-8229	35 W Monroe St		Grenada	MS	38901-5222
RCG Mississippi, Inc.	(662) 843-6965	222 N Pearman Ave		Cleveland	MS	38732-2634
RCG Mississippi, Inc.	(601) 683-9485	121 Old Highway 15 Loop		Newton	MS	39345-8007
RCG Mississippi, Inc.	(662) 615-9493	111 Eudora Welty Dr		Starkville	MS	39759-7746
RCG Mississippi, Inc.	(662) 887-5155	627 Highway 82 W		Indianola	MS	38751-2064
RCG Mississippi, Inc.	(662) 726-9866	1479 Washington St		Macon	MS	39341
RCG Mississippi, Inc.	(601) 645-9099	205 E Main St		Centreville	MS	39631-4204
RCG Mississippi, Inc.	(662) 773-6565	562a E Main St		Louisville	MS	39339-2742
RCG Mississippi, Inc.	(662) 247-2255	16451 Us Highway 49		Belzoni	MS	39038-4292
RCG Mississippi, Inc.	(662) 283-6353	410 Highway 82		Winona	MS	38967-9359
RCG Oxford Home Therapies, LLC	(662) 238-2838	1306 Belk Blvd		Oxford	MS	38655-5302
RCG Southaven, LLC	(662) 349-2548	7318 Southcrest Pkwy		Southaven	MS	38671-4773
RCG Tunica, LLC	(662) 363-2620	1821 Highway 61 N		Tunica	MS	38676-9683
Renal Care Group Tupelo, LLC	(662) 690-6153	1031 S Madison St		Tupelo	MS	38801-6309
Renal Care Group Tupelo, LLC	(662) 494-1530	1612 W Church Hill Rd		West Point	MS	39773-9268
Renal Care Group Tupelo, LLC	(662) 513-1542	2301 S Lamar Blvd		Oxford	MS	38655-5373
Renal Care Group Tupelo, LLC	(662) 377-3151	830 S Gloster St		Tupelo	MS	38801-4934
Renal Care Group Tupelo, LLC	(662) 680-9610	1542 Medical Park Cir		Tupelo	MS	38801-6560
Renal Care Group Tupelo, LLC	(662) 534-0126	925 Denmill Rd		New Albany	MS	38652-5308
Renal Care Group Tupelo, LLC	(662) 234-3412	1760 Barron St		Oxford	MS	38655-5705
Renal Care Group Tupelo, LLC	(662) 844-0009	2978 Mattox St		Tupelo	MS	38801-8760
Renal Care Group Tupelo, LLC	(662) 287-9577	810 Alcorn Dr		Corinth	MS	38834-9380
Renal Care Group Tupelo, LLC	(662) 369-6149	308 Highway 8 W		Aberdeen	MS	39730-2106
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Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group Tupelo, LLC	(662) 258-6528	241 Meadowlane St		Eupora	MS	39744-2218
Renal Care Group Tupelo, LLC	(662) 252-6210	1325 Highway 4 E		<b>Holly Springs</b>	MS	38635-2112
Renal Care Group Tupelo, LLC	(662) 487-3938	200 E Frontage Rd		Sardis	MS	38666-1339
Renex Dialysis Facilities, Inc.	(601) 437-3707	105 Chinquepin St		Port Gibson	MS	39150-2600
Bio-Medical Applications of Blue Springs, Inc.	(816) 229-2400	505 Ne Adams Dairy Pkwy	Ste B	Blue Springs	MO	64014-5488
Bio-Medical Applications of Missouri, Inc.		1675 E Seminole St		Springfield	MO	65804-2490
Bio-Medical Applications of Missouri, Inc.	(636) 970-3730	335 Mid Rivers Mall Dr		Saint Peters	MO	63376-1516
Bio-Medical Applications of Missouri, Inc.	(314) 920-6007	335 Mid Rivers Mall Dr		Saint Peters	MO	63376-1516
Bio-Medical Applications of Missouri, Inc.	(816) 444-6443	2340 E Meyer Blvd		Kansas City	MO	64132-1123
Bio-Medical Applications of Missouri, Inc.	(314) 653-1597	335 Mid Rivers Mall Dr		Saint Peters	MO	63376-1516
Bio-Medical Applications of Missouri, Inc.	(573) 785-0221	3050 Tucker Rd		Poplar Bluff	MO	63901-7527
Bio-Medical Applications of Missouri, Inc.	(314) 355-1322	2840 Target Dr		Saint Louis	MO	63136-4695
Bio-Medical Applications of Missouri, Inc.	(636) 287-1160	2194 Michigan Ave		Arnold	MO	63010-2145
Bio-Medical Applications of Missouri, Inc.	(573) 683-4295	2402 S Main St		Charleston	МО	63834-8318
Bio-Medical Applications of Missouri, Inc.	(417) 866-7266	3359 W Kearney St		Springfield	MO	65803-2008
Bio-Medical Applications of Missouri, Inc.	(573) 888-8929	502 Cottonwood Plz		Kennett	MO	63857-2247
Bio-Medical Applications of Missouri, Inc.	(573) 471-2510	801 Plantation Blvd		Sikeston	MO	63801-5744
Bio-Medical Applications of Missouri, Inc.	(417) 255-1413	803 W Broadway St		West Plains	МО	65775-2370
Bio-Medical Applications of Missouri, Inc.	(816) 884-2582	2820 E Rock Haven Rd	Ste 160	Harrisonville	MO	64701-4414
Bio-Medical Applications of Missouri, Inc.	(816) 776-2777	910 Stonner Loop		Richmond	MO	64085-2194
Bio-Medical Applications of Missouri, Inc.	(816) 353-3080	11503 E 63rd St		Raytown	MO	64133-5431
Bio-Medical Applications of Missouri, Inc.	(636) 300-4036	4663 Highway K		O Fallon	MO	63368-8690
Bio-Medical Applications of Missouri, Inc.	(636) 462-4910	9 Lincoln Ctr	Ste A	Troy	MO	63379-1456
Bio-Medical Applications of Missouri, Inc.	(636) 937-7977	1301 Ymca Dr		Festus	MO	63028-2655
Bio-Medical Applications of Missouri, Inc.	(816) 444-2098	2340 E Meyer Blvd	Ste 100	Kansas City	MO	64132-1123
Bio-Medical Applications of Missouri, Inc.	(816) 554-1950	1831 Se Blue Pkwy		Lees Summit	MO	64063-1090
Bio-Medical Applications of Missouri, Inc.	(314) 653-6100	6865 Parker Rd		Florissant	MO	63033-5312
Bio-Medical Applications of Missouri, Inc.	(314) 298-0320	12484 Saint Charles Rock Rd		Bridgeton	MO	63044-2506
Bio-Medical Applications of Missouri, Inc.	(636) 970-3730	335 Mid Rivers Mall Dr		Saint Peters	MO	63376-1516
Bio-Medical Applications of Missouri, Inc.	(816) 836-1220	1135 S Claremont Ave		Independence	MO	64054-1724
Bio-Medical Applications of Missouri, Inc.	(816) 531-1118	2502 Summit St		Kansas City	MO	64108-2427
Bio-Medical Applications of Missouri, Inc.	(314) 831-2178	577 Howdershell Rd		Florissant	MO	63031-6401
Bio-Medical Applications of Missouri, Inc.	(417) 255-0701	1449 Gibson St		West Plains	MO	65775-1870
Bio-Medical Applications of Missouri, Inc.	(417) 455-9126	Po Box 728		Neosho	MO	64850-0728
Bio-Medical Applications of Missouri, Inc.	(573) 468-2485	123 Progress Pkwy		Sullivan	MO	63080-2359
Bio-Medical Applications of Missouri, Inc.	(816) 795-6559	19401 E 37th Terrace Ct S	Ste 200	Independence	MO	64057-2321
Bio-Medical Applications of Missouri, Inc.	(636) 887-4046	1534 W Meyer Rd		Wentzville	MO	63385-3653
Four State Regional Dialysis Center, Inc.	(417) 625-2121	100 Mercy Way		Joplin	MO	64804-4524
Four State Regional Dialysis Center, Inc.	(417) 782-4055	522 W 32nd St	Ste 2	Joplin	MO	64804-2533
Fresenius Perryville Outpatient Dialysis Services, LLC	(573) 547-2900	12 N Kingshighway St		Perryville	MO	63775-1367
KDCO, Inc.	(417) 882-2413	2003 E Sunshine St		Springfield	MO	65804-1839
Metro Dialysis Center - Normandy, Inc.	(314) 389-4105	25 N Oaks Plz		Saint Louis	MO	63121-2911
Metro Dialysis Center - North, Inc.	(314) 831-7990	Grandview Plaza Shopping Center 2		Florissant	MO	63033
NRA-Farmington, Missouri, LLC	(573) 760-1030	1370 W Liberty St		Farmington	MO	63640-1947
NRA-South City, Missouri, LLC	(314) 894-3400	11107 S Towne Sq		Saint Louis	MO	63123-7814
NRA-St. Louis (Home Therapy Center), Missouri, LLC	(314) 567-0645	10435 Clayton Rd		Frontenac	MO	63131-2931
NRA-St. Louis, Missouri, LLC	(314) 646-1717	2635 Hampton Ave		Saint Louis	MO	63139-2912
NRA-Washington County, Missouri, LLC	(573) 436-0723	600 Purcell Rd		Potosi	MO	63664-1455
Renal Care Group of the Midwest, Inc.	(573) 332-0907	150 S Farrar Dr		Cape Girardeau	MO	63701-4906
Renal Care Group of the Midwest, Inc.	(573) 888-1036	715 Teaco Rd		Kennett	MO	63857-3725
Renal Care Group of the Midwest, Inc.	(573) 785-5000	2311 Eugene Blvd		Poplar Bluff	MO	63901-2397

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group of the Midwest, Inc.	(417) 724-1177	121 N Massey Blvd		Nixa	МО	65714-9009
Renal Care Group of the Midwest, Inc.	(573) 334-7861	1723 Broadway St		Cape Girardeau	MO	63701-4556
Renal Care Group of the Ozarks, LLC	(417) 326-3112	2101 W Broadway St		Bolivar	MO	65613-1888
Renal Care Group of the Ozarks, LLC	(417) 926-0077	1200 N Main St		Mountain Grove	MO	65711-1025
Renal Care Group of the Ozarks, LLC	(417) 532-0335	331 Hospital Dr	Beech Medical Park	Lebanon	MO	65536-9251
Renex Dialysis Clinic of Bridgeton, Inc.	(314) 344-3020	12380 Natural Bridge Rd		Bridgeton	MO	63044-2019
Renex Dialysis Clinic of Creve Coeur, Inc.	(314) 872-9272	555 N New Ballas Rd	Ste 170	Saint Louis	MO	63141-6843
Renex Dialysis Clinic of Maplewood, Inc.	(314) 646-7092	6512 Manchester Ave		Saint Louis	MO	63139-3520
Renex Dialysis Clinic of St. Louis, Inc.	(314) 535-2915	4030 Chouteau Ave		Saint Louis	MO	63110-1754
Renex Dialysis Clinic of University City, Inc.	(314) 726-0378	6850 Olive Blvd		Saint Louis	MO	63130-2520
Saint Louis Renal Care, LLC	(314) 268-8845	335 Mid Rivers Mall Dr		Saint Peters	МО	63376-1516
Saint Louis Renal Care, LLC	(314) 843-7390	13134 Tesson Ferry Rd		Saint Louis	МО	63128-3806
Saint Louis Renal Care, LLC	(314) 762-0089	3691 Rutger St	Ste 222	Saint Louis	МО	63110-2515
Saint Louis Renal Care, LLC	(314) 785-1099	1400 Strassner Dr		Brentwood	МО	63144-1871
Saint Louis Renal Care, LLC	(314) 862-2138	5901 Delmar Blvd		Saint Louis	МО	63112-2028
St. Louis Regional Dialysis Center, Inc.	(314) 739-4691	10951 Saint Charles Rock Rd		Saint Ann	МО	63074-1505
Bio-Medical Applications of Minnesota, Inc.	(952) 443-3191	3000 Hundertmark Rd		Chaska	MN	55318-1150
Bio-Medical Applications of Minnesota, Inc.	(651) 714-9948	7433 Currell Blvd		Woodbury	MN	55125-2217
Bio-Medical Applications of Minnesota, Inc.	(218) 739-6028	907 S Main Street		Fergus Falls	MN	56537
Bio-Medical Applications of Minnesota, Inc.	(218) 786-1534	502 E 2nd St		Duluth	MN	55805-1913
Bio-Medical Applications of Minnesota, Inc.	(218) 879-3051	512 Skyline Blvd		Cloquet	MN	55720-3787
Bio-Medical Applications of Minnesota, Inc.	(763) 780-8810	9150 Springbrook Dr Nw		Coon Rapids	MN	55433-5847
Bio-Medical Applications of Minnesota, Inc.	(952) 431-5851	17592 Dodd Blvd		Lakeville	MN	55044-3909
Bio-Medical Applications of Minnesota, Inc.	(763) 559-0980	3007 Harbor Ln N		Plymouth	MN	55447-5103
Bio-Medical Applications of Minnesota, Inc.	(651) 437-0256	1355 S Frontage Rd	Ste 380	Hastings	MN	55033-3493
Bio-Medical Applications of Minnesota, Inc.	(507) 645-6817	396 Schilling Dr S	Suite 400	Dundas	MN	55019-3948
Bio-Medical Applications of Minnesota, Inc.	(763) 323-1234	3777 Coon Rapids Blvd Nw	Ste 120	Coon Rapids	MN	55433-2630
Bio-Medical Applications of Minnesota, Inc.	(763) 241-6832	17315 Zane St Nw	316 120	Elk River	MN	55330-7045
Bio-Medical Applications of Minnesota, Inc.	(218) 786-1533	502 E 2nd St		Duluth	MN	55805-1913
Bio-Medical Applications of Minnesota, Inc.	(218) 744-3226	233 Mckinley Ave		Eveleth		55734-1606
		155 Se 13th St			MN	55744-4242
Bio-Medical Applications of Minnesota, Inc. Bio-Medical Applications of Minnesota, Inc.	(218) 326-5794	6155 Duluth St		Grand Rapids	MN	55422-3928
Bio-Medical Applications of Minnesota, Inc.	(763) 544-0298			Golden Valley	MN	
··	(320) 234-4940	1069 Highway 15 S		Hutchinson Roseville	MN	55350-3153
Bio-Medical Applications of Minnesota, Inc.	(651) 489-3312	2045 Rice St			MN	55113-6807
Bio-Medical Applications of Minnesota, Inc.	(763) 783-0103	9144 Springbrook Dr Nw	Sto 3	Coon Rapids	MN	55433-5847
Bio-Medical Applications of Minnesota, Inc.	(763) 682-0211	104 Marty Dr	Ste 2	Buffalo	MN	55313-9308
Bio-Medical Applications of Minnesota, Inc.	(218) 739-6208	907 S Mill St	C+- CO	Fergus Falls	MN	56537-2743
Bio-Medical Applications of Minnesota, Inc.	(651) 251-3847	445 Etna St	Ste 60	Saint Paul	MN	55106-5848
Bio-Medical Applications of Minnesota, Inc.	(218) 624-7787	4700 Mike Colalillo Dr	Ct - D100	Duluth	MN	55807-2723
Bio-Medical Applications of Minnesota, Inc.	(651) 917-0081	1690 University Ave W	Ste B100	Saint Paul	MN	55104-3117
Bio-Medical Applications of Minnesota, Inc.	(763) 421-1032	12339 Champlin Dr		Champlin	MN	55316-1906
Bio-Medical Applications of Minnesota, Inc.	(218) 262-6267	3899 Highway 73		Hibbing	MN	55746-8348
Bio-Medical Applications of Minnesota, Inc.	(651) 633-1155	2910 Centre Pointe Dr		Roseville	MN	55113-1182
Bio-Medical Applications of Minnesota, Inc.	(612) 872-1946	2637 Park Ave		Minneapolis	MN	55407-1006
Bio-Medical Applications of Minnesota, Inc.	(320) 679-1250	900 Forest Ave E		Mora	MN	55051-2202
Bio-Medical Applications of Minnesota, Inc.	(612) 822-4411	4310 Nicollet Ave	0. 455	Minneapolis	MN	55409-2033
Bio-Medical Applications of Minnesota, Inc.	(952) 403-1038	1515 Saint Francis Ave	Ste 150	Shakopee	MN	55379-4307
Bio-Medical Applications of Minnesota, Inc.	(952) 442-4605	560 S Maple St	Ste 6	Waconia	MN	55387-1764
Bio-Medical Applications of Minnesota, Inc.	(763) 754-6774	12555 Central Ave Ne		Blaine	MN	55434-4861
Bio-Medical Applications of Minnesota, Inc.		40041-1-1-1-14 - 11		Dabbinedala	MN	EE422 2226
Bio-Medical Applications of Minnesota, Inc.	(763) 533-3759 (763) 494-0316	4094 Lakeland Ave N 7365 Kirkwood Ct N	Ste 135	Robbinsdale Maple Grove	MN	55422-2236 55369-4732

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Minnesota, Inc.	(763) 862-6088	3465 Northdale Blvd Nw		Coon Rapids	MN	55448-6715
Bio-Medical Applications of Minnesota, Inc.	(952) 881-6986	7901 Xerxes Ave S	Ste 103	Bloomington	MN	55431-1200
Bio-Medical Applications of Minnesota, Inc.	(651) 457-2232	1590 Robert St S	Ste 130	West Saint Paul	MN	55118-3403
Bio-Medical Applications of Minnesota, Inc.	(651) 748-7989	1725 Legacy Pkwy E	Ste 200	Maplewood	MN	55109-5434
Bio-Medical Applications of Minnesota, Inc.	(952) 926-0959	5680 W 36th St		Saint Louis Park	MN	55416-2509
Apheresis Care Group, Inc.	(810) 606-0640	3210 Tri Park Dr		<b>Grand Blanc</b>	MI	48439-7099
Bio-Medical Applications of Michigan, Inc.	(313) 982-9820	5250 Auto Club Dr	Ste 100	Dearborn	MI	48126-2619
Bio-Medical Applications of Michigan, Inc.	(248) 924-3544	49641 Grand River Ave		Wixom	MI	48393-3306
Bio-Medical Applications of Michigan, Inc.	(734) 482-6901	1266 Anna J Stepp Dr		Ypsilanti	MI	48197-8442
Bio-Medical Applications of Michigan, Inc.	(906) 226-5287	1009 Harbor Hills Dr		Marquette	MI	49855-8859
Bio-Medical Applications of Michigan, Inc.	(810) 606-0640	3210 Tri Park Dr		<b>Grand Blanc</b>	MI	48439-7099
Bio-Medical Applications of Michigan, Inc.	(810) 606-0640	3210 Tri Park Dr		<b>Grand Blanc</b>	MI	48439-7099
Bio-Medical Applications of Michigan, Inc.	(734) 434-0059	4949 Washtenaw Ave		Ann Arbor	MI	48108-1413
Bio-Medical Applications of Michigan, Inc.	(313) 824-3430	7733 E Jefferson Ave	Ste 120	Detroit	MI	48214-3707
Bio-Medical Applications of Michigan, Inc.	(989) 921-2170	920 N Niagara St		Saginaw	MI	48602-4332
Bio-Medical Applications of Michigan, Inc.	(586) 771-4868	26210 Harper Ave	Ste 200	Saint Clair Shore	MI	48081-2203
Bio-Medical Applications of Michigan, Inc.	(989) 790-9440	4800 Mcleod Dr E		Saginaw	MI	48604-2839
Bio-Medical Applications of Michigan, Inc.	(989) 894-2810	1536 W Center Rd		Essexville	MI	48732-2114
Bio-Medical Applications of Michigan, Inc.	(586) 791-6203	35351a S Gratiot Ave		Clinton Township	MI	48035-2850
Bio-Medical Applications of Michigan, Inc.	(313) 640-4972	22151 Moross Rd	Pb1, Ste G-05	Detroit	MI	48236-2167
Bio-Medical Applications of Michigan, Inc.	(810) 982-5483	2607 Electric Ave	,	Port Huron	MI	48060-6587
Bio-Medical Applications of Michigan, Inc.	(586) 263-6278	46591 Romeo Plank Rd	Ste 101	Macomb	MI	48044-5705
Bio-Medical Applications of Michigan, Inc.	(313) 341-4366	18430 Livernois Ave		Detroit	MI	48221-3295
Bio-Medical Applications of Michigan, Inc.	(586) 558-8890	30300 Hoover Rd	Ste 100	Warren	MI	48093-6516
Bio-Medical Applications of Michigan, Inc.	(734) 623-2259	2355 W Stadium Blvd		Ann Arbor	MI	48103-3852
Bio-Medical Applications of Michigan, Inc.	(586) 677-2008	56065 Van Dyke Ave		Shelby Township	MI	48316-5017
Bio-Medical Applications of Michigan, Inc.	(269) 651-3025	1276 Kitson St		Sturgis	MI	49091-1196
Bio-Medical Applications of Michigan, Inc.	(989) 362-5267	1698 E Us 23		East Tawas	MI	48730-9302
Bio-Medical Applications of Michigan, Inc.	(586) 949-0329	48656 Gratiot Ave		Chesterfield	MI	48051-2612
Bio-Medical Applications of Michigan, Inc.	(810) 229-6945	5757 Whitmore Lake Rd	Ste 1600	Brighton	MI	48116-1968
Bio-Medical Applications of Michigan, Inc.	(734) 955-7333	11200 Metro Airport Center Dr	Ste 120	Romulus	MI	48174-5499
Bio-Medical Applications of Michigan, Inc.	(734) 525-0780	32423 Schoolcraft Rd		Livonia	MI	48150-4300
Bio-Medical Applications of Michigan, Inc.	(734) 434-9511	5205 Mcauley Dr		Ypsilanti	MI	48197-1012
Bio-Medical Applications of Michigan, Inc.	(248) 398-8090	25780 Commerce Dr		Madison Heights	MI	48071-4157
Bio-Medical Applications of Michigan, Inc.	(989) 725-3144	918 Corunna Ave		Owosso	MI	48867-3768
Bio-Medical Applications of Michigan, Inc.	(517) 263-5384	715 Lakeshire Trl		Adrian	MI	49221-1561
Bio-Medical Applications of Michigan, Inc.	(734) 457-4189	992 S Monroe St		Monroe	MI	48161-1434
Bio-Medical Applications of Michigan, Inc.	(810) 733-2283	2222 S Linden Rd	Ste S	Flint	MI	48532-5476
Bio-Medical Applications of Michigan, Inc.	(313) 837-1530	18944 Grand River Ave		Detroit	MI	48223-2270
Bio-Medical Applications of Michigan, Inc.	(734) 287-6585	22970 Northline Rd	Ste 100	Taylor	MI	48180-4696
Bio-Medical Applications of Michigan, Inc.	(906) 226-5287	1009 Harbor Hills Dr	3.3 233	Marquette	MI	49855-8859
Bio-Medical Applications of Michigan, Inc.	(248) 427-0089	28425 8 Mile Rd		Livonia	MI	48152-2008
Bio-Medical Applications of Michigan, Inc.	(517) 849-7474	781 Olds St		Jonesville	MI	49250-9477
Bio-Medical Applications of Michigan, Inc.	(269) 945-9003	1230 W State St		Hastings	MI	49058-9712
Bio-Medical Applications of Michigan, Inc.	(734) 529-3406	129 Helle Blvd		Dundee	MI	48131-9573
Bio-Medical Applications of Michigan, Inc.	(989) 673-2045	95 Elmdor Dr		Caro	MI	48723-9130
Bio-Medical Applications of Michigan, Inc.	(269) 382-3012	5010 Gull Rd		Kalamazoo	MI	49048-1093
Bio-Medical Applications of Michigan, Inc.	(231) 779-8917	203 Paluster St		Cadillac	MI	49601-2591
Bio-Medical Applications of Michigan, Inc.	(231) 527-1622	14307 Northland Dr		Big Rapids	MI	49307-2369
Bio-Medical Applications of Michigan, Inc.	(231) 398-1790	1293 E Parkdale Ave		Manistee	MI	49660-8904
Bio-Medical Applications of Michigan, Inc.	(231) 745-2020	1101 Washington St		Baldwin	MI	49304-8199
Dio Miculcai Αρρίισατιστιο στ Michigan, Inc.	(231) /43-2020	TIOT Manification		DaiuWIII	IVII	43304-0133

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Michigan, Inc.	(906) 776-1393	1711 S Stephenson Ave	Ste 130	Iron Mountain	MI	49801-3652
Bio-Medical Applications of Michigan, Inc.	(313) 274-5568	27201 W Warren St		Dearborn Height	MI	48127-1804
Bio-Medical Applications of Michigan, Inc.	(734) 207-6219	6064 N Sheldon Rd		Canton	MI	48187-2861
Bio-Medical Applications of Michigan, Inc.	(989) 777-1608	5414 W Rolling Hills Dr		Bridgeport	MI	48722-9668
Bio-Medical Applications of Michigan, Inc.	(810) 648-9490	47 Dawson St	Ste 3	Sandusky	MI	48471-3324
Dialysis Centers of America - Illinois, Inc.	(906) 789-8009	3501 Ludington St		Escanaba	MI	49829-4215
FMS Beaumont Health, LLC	(248) 650-1533	6700 N Rochester Rd		Rochester Hills	MI	48306-4362
FMS Beaumont Health, LLC	(248) 964-0100	44300 Dequindre Rd		Sterling Heights	MI	48314-1003
FMS Beaumont Health, LLC	(248) 228-8767	26400 W 12 Mile Rd	Ste 112	Southfield	MI	48034-1785
FMS Beaumont Health, LLC	(248) 545-0550	23231 John R Rd		Hazel Park	MI	48030-1476
FMS Beaumont Health, LLC	(248) 543-7005	2624 11 Mile Rd		Berkley	MI	48072-3050
FMS Clyde Park South, LLC	(616) 534-7179	5311 Clyde Park Ave Sw		Grand Rapids	MI	49509-9527
FMS Kalamazoo, LLC	(269) 679-3588	12180 N Us Highway 131		Schoolcraft	MI	49087-9524
FMS Kentwood, LLC	(616) 454-1051	4340 Callander Dr Se		Kentwood	MI	49508-8779
FMS Lansing, LLC	(517) 322-0894	916 Mall Dr E		Lansing	MI	48917-3101
FMS Rochester Hills, LLC	(248) 608-5455	1406 Walton Blvd		Rochester Hills	MI	48309-1755
FMS St. Johns Michigan, LLC	(989) 224-2662	975 E Townsend Rd		Saint Johns	MI	48879-9299
Fresenius Medical Care Kidney and Hypertension, LLC	(517) 787-1893	128 N Elm Ave		Jackson	MI	49202-3502
LDBH LLC	(269) 605-0135	338 8th St		Benton Harbor	MI	49022-5006
Liberty Dialysis - Lakeland LLC	(269) 684-0116	8 Longmeadow Village Dr		Niles	MI	49120-7808
Liberty Dialysis - Lakeland LLC	(269) 428-7474	3772 Hollywood Rd		Saint Joseph	MI	49085-9550
Michigan Dialysis Services, LLC	(734) 432-7870	19900 Haggerty Rd	Ste 106	Livonia	MI	48152-1054
Michigan Dialysis Services, LLC	(734) 677-1490	2850 S Industrial Hwy		Ann Arbor	MI	48104-6796
Michigan Dialysis Services, LLC	(734) 677-1490	2850 S Industrial Hwy	Ste 100	Ann Arbor	MI	48104-6796
Michigan Dialysis Services, LLC	(734) 677-1490	2850 S Industrial Hwy	Ste 100	Ann Arbor	MI	48104-6796
Michigan Home Dialysis Center, LLC	(269) 384-6180	521 E Michigan Ave		Kalamazoo	MI	49007-3889
Michigan Home Dialysis Center, LLC	(517) 393-0352	3960 Patient Care Way	Ste 112	Lansing	MI	48911-4278
Michigan Home Dialysis Center, LLC	(517) 333-9400	2601 Coolidge Rd	Ste A	East Lansing	MI	48823-6361
Oaklawn Dialysis Center of Albion, LLC	(517) 654-1010	350 B Dr N		Albion	MI	49224-8420
RAI Care Centers of Holland, LLC	(616) 392-3263	649 Hastings Ave		Holland	MI	49423-5427
RAI Care Centers of Michigan I, LLC	(616) 748-0522	2 Royal Park Dr		Zeeland	MI	49464-2068
RAI Care Centers of Michigan I, LLC	(616) 863-6214	311 Rockford Park Dr Ne		Rockford	MI	49341-7817
RAI Care Centers of Michigan I, LLC	(616) 531-5353	4893 Clyde Park Ave Sw		Wyoming	MI	49509-5117
RAI Care Centers of Michigan II, LLC	(231) 780-5468	1080 W Norton Ave		Muskegon	MI	49441-4108
Reliant Renal Care - Davison, LLC	(810) 654-0138	2031 Fairway Dr		Davison	MI	48423-8305
Reliant Renal Care - Home, LLC	(810) 654-0138	2031 Fairway Dr		Davison	MI	48423-8305
Reliant Renal Care - Lapeer Home Choice, LLC	(989) 463-3141	1200 Wright Ave		Alma	MI	48801-1133
Reliant Renal Care - Lapeer Home Choice, LLC	(734) 416-2000	8365 N Newburgh Rd		Westland	MI	48185-1149
Reliant Renal Care - Lapeer Home Choice, LLC	(517) 646-6258	4000 N Michigan Rd		Dimondale	MI	48821-9744
Reliant Renal Care - Lapeer Home Choice, LLC	(313) 864-8481	18901 Meyers Rd		Detroit	MI	48235-1366
Reliant Renal Care - Lapeer Home Choice, LLC	(313) 273-6850	15750 Joy Rd		Detroit	MI	48228-2196
Reliant Renal Care - Lapeer Home Choice, LLC	(586) 468-0827	37700 Harper Ave		Clinton Township	MI	48036-3021
Reliant Renal Care - Lapeer Home Choice, LLC	(313) 517-5555	5201 Conner St		Detroit	MI	48213-3405
Reliant Renal Care - Lapeer Home Choice, LLC	(989) 872-2174	4782 Hospital Dr		Cass City	MI	48726-1049
Reliant Renal Care - Lapeer Home Choice, LLC	(810) 694-1970	11941 Belsay Rd		<b>Grand Blanc</b>	MI	48439-1702
Reliant Renal Care - Lapeer Home Choice, LLC	(517) 548-1900	3003 W Grand River Ave		Howell	MI	48843-8539
Reliant Renal Care - Lapeer Home Choice, LLC	(586) 939-0200	14151 15 Mile Rd		Sterling Heights	MI	48312-5507
Reliant Renal Care - Lapeer Home Choice, LLC	(248) 651-4422	1480 Walton Blvd		Rochester Hills	MI	48309-1739
Reliant Renal Care - Lapeer Home Choice, LLC	(248) 557-0050	26715 Greenfield Rd		Southfield	MI	48076-4717
Reliant Renal Care - Lapeer Home Choice, LLC	(810) 969-4188	582 S Main St		Lapeer	MI	48446-2467
Reliant Renal Care - Lapeer, LLC	(810) 667-5940	1375 N Main St		Lapeer	MI	48446-1350

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Reliant Renal Care - Mt. Morris, LLC	(810) 687-6837	7220 N Saginaw Rd		Mount Morris	MI	48458-2131
Reliant Renal Care - West Flint, LLC	(810) 877-6582	G4007 Corunna Rd		Flint	MI	48532-4526
Renal Care Group Charlotte, LLC	(517) 543-6777	111 Lansing St		Charlotte	MI	48813-2400
Renal Care Group Lansing, LLC	(517) 272-1380	2710 S Washington Ave		Lansing	MI	48910-2872
Renal Care Group Southwest Michigan, LLC	(517) 278-2970	360 E Chicago St	Ste 112	Coldwater	MI	49036-2086
Renal Care Group Southwest Michigan, LLC	(269) 979-8865	2845 Capital Ave Sw	Ste 104	Battle Creek	MI	49015-4186
Renal Care Group Southwest Michigan, LLC	(269) 384-6191	527 E Michigan Ave		Kalamazoo	MI	49007-3815
Renal Care Group Southwest Michigan, LLC	(269) 673-1700	730 Airway Dr		Allegan	MI	49010-8507
Renal Care Group Southwest Michigan, LLC	(269) 375-5815	6739 Seeco Dr		Kalamazoo	MI	49009-5928
Renal Care Group Southwest Michigan, LLC	(269) 384-6180	521 E Michigan Ave		Kalamazoo	MI	49007-3889
Renal Care Group Southwest Michigan, LLC	(269) 273-4991	601 S Health Pkwy		Three Rivers	MI	49093-8351
Renal Care Group Southwest Michigan, LLC	(269) 639-1800	199 Veterans Blvd		South Haven	MI	49090-8652
Renal Care Group Southwest Michigan, LLC	(269) 968-8860	233 Roosevelt Ave E		Battle Creek	MI	49037-2828
Renal Care Group Southwest Michigan, LLC	(269) 345-1660	2901 E Kilgore Rd		Kalamazoo	MI	49001-5508
Bio-Medical Applications of Maine, Inc.	(207) 582-0148	46 Summer St		Gardiner	ME	04345-1903
Bio-Medical Applications of Maine, Inc.	(=0.700=0=.0	20 W Cole Rd		Biddeford	ME	04005-9455
Bio-Medical Applications of Maine, Inc.		710 Main St		Lewiston	ME	04240-5801
Bio-Medical Applications of Maine, Inc.	(207) 854-9822	144 State St		Portland	ME	04101-3776
Bio-Medical Applications of Maine, Inc.	(207) 563-2601	4 Edwards Ave		Damariscotta	ME	04543-4252
Bio-Medical Applications of Maine, Inc.	(207) 645-2102	73 Allen St		Wilton	ME	04294-3052
Bio-Medical Applications of Maine, Inc.  Bio-Medical Applications of Maine, Inc.	(207) 854-9822	1 Chabot St		Westbrook	ME	04092-4759
Bio-Medical Applications of Maine, Inc.  Bio-Medical Applications of Maine, Inc.	(207) 854-9822	1100 Minot Ave		Auburn	ME	04210-3739
Bio-Medical Applications of Maine, Inc.	(207) 853-9600	19 Vanasse Rd		Eastport	ME	04631-3860
Bio-Medical Applications of Maine, Inc.	(207) 774-5985	1600 Congress St		Portland	ME	04102-2143
Bio-Medical Applications of Maine, Inc.	(207) 784-2268	710 Main St		Lewiston	ME	04240-5801
Bio-Medical Applications of Maine, Inc.	(207) 282-3908	29 Barra Rd		Biddeford	ME	04005-9459
Bio-Medical Applications of Maine, Inc.	(207) 622-7097	164 Civic Center Dr		Augusta	ME	04330-8028
Bio-Medical Applications of Maine, Inc.	(207) 443-7485	55 Congress Ave	5.1.51 5 11:	Bath	ME	04530-1536
Baltimore County Dialysis, LLC	(410) 558-5125	4940 Eastern Ave	5th Floor Pavillion	Baltimore	MD	21224-2735
Baltimore County Dialysis, LLC	(410) 284-2751	1732 Merritt Blvd		Dundalk	MD	21222-3212
Baltimore County Dialysis, LLC	(410) 537-5830	407 N Caroline St	Ste 100	Baltimore	MD	21231-1003
Baltimore County Dialysis, LLC	(410) 261-3252	1900 N Broadway		Baltimore	MD	21213-1437
Baltimore County Dialysis, LLC	(410) 686-1279	3 Nashua Ct	Ste H	Essex	MD	21221-3133
Baltimore County Dialysis, LLC	(410) 276-1680	3700 Fleet St		Baltimore	MD	21224-4200
Baltimore County Dialysis, LLC	(410) 675-3020	600 N Wolfe St	Pediatrics - Suite 223 Cms		MD	21287-0005
Baltimore County Lutherville Dialysis, LLC	(410) 252-2140	1940 Greenspring Dr	Ste A	Lutherville Timoi	MD	21093-4148
Bio-Medical Applications of Maryland, Inc.	(443) 481-1533	2001 Medical Pkwy		Annapolis	MD	21401-3773
Bio-Medical Applications of Maryland, Inc.		10 N Greene St		Baltimore	MD	21201-1524
Bio-Medical Applications of Maryland, Inc.	(410) 337-1971	7601 Osler Dr		Towson	MD	21204-7700
Bio-Medical Applications of Maryland, Inc.		345 Saint Paul St		Baltimore	MD	21202-2123
Bio-Medical Applications of Maryland, Inc.	(410) 483-7404	5009 Frankford Ave		Baltimore	MD	21206-5353
Bio-Medical Applications of Maryland, Inc.	(410) 391-5436	6600 Ridge Rd		Rosedale	MD	21237-4209
Bio-Medical Applications of Maryland, Inc.		5755 Cedar Ln	Sec Unit	Columbia	MD	21044-2912
Bio-Medical Applications of Maryland, Inc.		8600 Old Georgetown Rd		Bethesda	MD	20814-1422
Bio-Medical Applications of Maryland, Inc.		4940 Eastern Ave	FI 5	Baltimore	MD	21224-2735
Bio-Medical Applications of Maryland, Inc.		600 N Wolfe St	Orleans Street Acute - Su	it Baltimore	MD	21287-0005
Bio-Medical Applications of Maryland, Inc.		9000 Franklin Square Dr		Baltimore	MD	21237-3901
Bio-Medical Applications of Maryland, Inc.	(301) 797-2311	12931 Oak Hill Ave		Hagerstown	MD	21742-2914
Bio-Medical Applications of Maryland, Inc.	(703) 396-7999	25500 Point Lookout Rd		Leonardtown	MD	20650-2015
Bio-Medical Applications of Maryland, Inc.	(410) 391-5836	5233 King Ave	Ste 116	Rosedale	MD	21237-4003

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Maryland, Inc.	(301) 737-6094	44930 Worth Ave		California	MD	20619-2418
Bio-Medical Applications of Maryland, Inc.	(301) 686-0802	8507 Oxon Hill Rd		Fort Washington	MD	20744-4766
Bio-Medical Applications of Maryland, Inc.	(301) 429-3555	7558 Annapolis Rd	Ste C1	Hyattsville	MD	20784-1702
Bio-Medical Applications of Maryland, Inc.	(301) 870-0220	3510 Old Washington Rd	Ste 300	Waldorf	MD	20602-3236
Bio-Medical Applications of Maryland, Inc.	(410) 918-0991	5235 King Ave	Ste 110	Rosedale	MD	21237-4001
Bio-Medical Applications of Maryland, Inc.	(301) 797-2311	12931 Oak Hill Ave		Hagerstown	MD	21742-2914
Bio-Medical Applications of Maryland, Inc.	(240) 313-9620	11110 Medical Campus Rd	Ste 149	Hagerstown	MD	21742-6755
Bio-Medical Applications of Maryland, Inc.	(410) 931-2478	8013 Corporate Dr		Nottingham	MD	21236-4975
Bio-Medical Applications of Maryland, Inc.	(301) 870-2174	40865 Merchants Ln		Leonardtown	MD	20650-3769
Bio-Medical Applications of Maryland, Inc.	(301) 423-5657	3700a Saint Barnabas Rd		Suitland	MD	20746-3210
Bio-Medical Applications of Maryland, Inc.	(301) 203-9010	12780 Old Fort Rd		Fort Washington	MD	20744-2871
Bio-Medical Applications of Maryland, Inc.	(301) 610-0711	7524 Standish Pl		Derwood	MD	20855-7700
Bio-Medical Applications of Maryland, Inc.	(301) 933-1307	10901b Georgia Ave		Silver Spring	MD	20902-4755
Bio-Medical Applications of Maryland, Inc.	(410) 532-0389	1104 Walters Ave		Baltimore	MD	21239-2740
Bio-Medical Applications of Maryland, Inc.	(301) 652-2554	6420 Rockledge Dr	Ste 100	Bethesda	MD	20817-7837
Bio-Medical Applications of Maryland, Inc.	(410) 235-5659	2801 Greenmount Ave		Baltimore	MD	21218-4430
Bio-Medical Applications of Maryland, Inc.	(301) 449-4166	6357 Old Branch Ave		Temple Hills	MD	20748-2626
Bio-Medical Applications of Maryland, Inc.	(301) 392-3007	10210 Laplata Rd		La Plata	MD	20646-3245
Bio-Medical Applications of Maryland, Inc.	(410) 224-3604	304 Harry S Truman Pkwy		Annapolis	MD	21401-7379
Bio-Medical Applications of Maryland, Inc.	(301) 559-1040	6495 New Hampshire Ave	Ste Ll100	Hyattsville	MD	20783-3245
Bio-Medical Applications of Maryland, Inc.	(301) 572-2484	12120 Plum Orchard Dr	Ste 140	Silver Spring	MD	20904-7820
Bio-Medical Applications of Maryland, Inc.	(410) 742-1800	1340 S Division St	Ste 302	Salisbury	MD	21804-7095
Charing Cross Dialysis LLC	(410) 747-9356	5730 Executive Dr	Ste 124	Catonsville	MD	21228-1761
Fresenius Anne Arundel Outpatient Dialysis Services, LLC	(410) 266-7288	2032 Industrial Dr		Annapolis	MD	21401-2916
Fresenius Anne Arundel Outpatient Dialysis Services, LLC	(410) 672-8024	1105 Annapolis Rd		Odenton	MD	21113-1633
Fresenius Kidney Care Cromwell, LLC	(410) 665-0349	8710 Emge Rd		Parkville	MD	21234-3504
Fresenius Medical Care Essex Dundalk, LLC	(410) 288-2010	1107 N Point Blvd	Ste 201	Baltimore	MD	21224-3401
Fresenius Medical Care Essex Dundalk, LLC	(410) 238-7393	110 Stemmers Run Rd		Essex	MD	21221-3403
Fresenius Medical Care Frederick, LLC	(240) 815-6845	163 Thomas Johnson Dr	Ste C	Frederick	MD	21702-4673
Fresenius Medical Care Germantown, LLC	(301) 540-7010	19851 Observation Dr	Ste 150	Germantown	MD	20876-4139
Fresenius Medical Care KAMI Partners, LLC	(410) 860-6650	1314 Belmont Ave	Ste 304	Salisbury	MD	21804-4586
Fresenius Medical Care KAMI Partners, LLC	(410) 651-1056	12185 Elm St		Princess Anne	MD	21853-1358
Fresenius Medical Care NW Baltimore, LLC	(410) 323-4568	2 Hamill Rd	Ste 200	Baltimore	MD	21210-1817
Fresenius Medical Care NW Baltimore, LLC	(410) 484-3127	115 Mchenry Ave	Ste 1d	Pikesville	MD	21208-3787
Fresenius Medical Care Northern Delaware, LLC	(410) 620-3911	216 S Bridge St		Elkton	MD	21921-5915
Fresenius Medical Care Randallstown, LLC	(410) 655-5817	9109 Liberty Rd		Randallstown	MD	21133-3521
Fresenius Medical Care Southern Maryland Home, LLC	(301) 884-6054	28103 Three Notch Rd	Ste 1a	Mechanicsville	MD	20659-3294
Fresenius Medical Care Surrats, LLC	(301) 856-7536	8949 Woodyard Rd	000 20	Clinton	MD	20735-4203
Fresenius Medical Care Towson, LLC	(410) 321-0853	7801 York Rd	Ste 150	Towson	MD	21204-7446
RAI Care Centers of Maryland I, LLC	(301) 595-0263	10701 Baltimore Ave	333 233	Beltsville	MD	20705-2113
RAI Care Centers of Maryland I, LLC	(301) 927-8808	2426 Chillum Rd	# C08-01	Hyattsville	MD	20782-3629
Bio-Medical Applications of Massachusetts, Inc.	(002) 02: 0000	241 Parkingway	555 52	Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.		241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.		241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.		241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.	(508) 755-1891	867 Grafton St	Ste 3	Worcester	MA	01604-2047
Bio-Medical Applications of Massachusetts, Inc.	(300) / 33 1031	36 Cordage Park Cir	Ste 301	Plymouth	MA	02360-7332
Bio-Medical Applications of Massachusetts, Inc.		36 Cordage Park Cir	310 301	Plymouth	MA	02360-7331
Bio-Medical Applications of Massachusetts, Inc.	(508) 732-9272	10 Cordage Park Cir		Plymouth	MA	02360-7318
Bio-Medical Applications of Massachusetts, Inc.	(508) 362-4535	241 Willow St		Yarmouth Port	MA	02675-1744
Bio-Medical Applications of Massachusetts, Inc.	(508) 996-0364	216 Huttleston Ave		Fairhaven	MA	02073-1744
bio inicultati Applications of Massachusetts, IIIc.	(300) 330-0304	210 Huttleston Ave		i aiiiiaveii	IVIA	02/13-1330

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Massachusetts, Inc.	(617) 328-1165	241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.	(617) 328-1165	241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.		840 Harrison Ave		Boston	MA	02118-2905
Bio-Medical Applications of Massachusetts, Inc.		2000 Main St		Springfield	MA	01103-1010
Bio-Medical Applications of Massachusetts, Inc.	(508) 767-3950	1 Innovation Dr	Ste 110	Worcester	MA	01605-4307
Bio-Medical Applications of Massachusetts, Inc.	(978) 774-0350	75 Newbury St		Danvers	MA	01923-1083
Bio-Medical Applications of Massachusetts, Inc.	(978) 250-0981	27 Industrial Ave		Chelmsford	MA	01824-3618
Bio-Medical Applications of Massachusetts, Inc.	(978) 686-9900	100 Milk St		Methuen	MA	01844-4662
Bio-Medical Applications of Massachusetts, Inc.	(978) 441-5100	847 Rogers St	Ste 101	Lowell	MA	01852-4345
Bio-Medical Applications of Massachusetts, Inc.	(413) 284-0700	42 Wright St		Palmer	MA	01069-1156
Bio-Medical Applications of Massachusetts, Inc.	(508) 634-4331	42 Cape Rd		Milford	MA	01757-3292
Bio-Medical Applications of Massachusetts, Inc.	(413) 750-3400	208 Ashley Ave		West Springfield	MA	01089-1353
Bio-Medical Applications of Massachusetts, Inc.	(413) 773-0001	115 Wildwood Ave		Greenfield	MA	01301-1215
Bio-Medical Applications of Massachusetts, Inc.	(978) 921-2052	133 Brimbal Ave		Beverly	MA	01915-1856
Bio-Medical Applications of Massachusetts, Inc.	(508) 732-9272	10 Cordage Park Cir	213	Plymouth	MA	02360-7318
Bio-Medical Applications of Massachusetts, Inc.	(508) 539-7080	34 Bates Rd	Ste 201	Mashpee	MA	02649-3280
Bio-Medical Applications of Massachusetts, Inc.	(978) 975-3117	421 Merrimack St		Methuen	MA	01844-5864
Bio-Medical Applications of Massachusetts, Inc.	(978) 465-7030	260 Merrimac St	Towle Building	Newburyport	MA	01950-2192
Bio-Medical Applications of Massachusetts, Inc.	(413) 535-2529	317 Meadow St	I - 391 Business Park	Chicopee	MA	01013-4204
Bio-Medical Applications of Massachusetts, Inc.	(781) 326-9985	90 Glacier Dr		Westwood	MA	02090-1818
Bio-Medical Applications of Massachusetts, Inc.	(508) 943-3998	336 Thompson Rd	Ste 1	Webster	MA	01570-1509
Bio-Medical Applications of Massachusetts, Inc.	(508) 362-4535	241 Willow St		Yarmouth Port	MA	02675-1744
Bio-Medical Applications of Massachusetts, Inc.	(508) 628-3801	110 Mount Wayte Ave		Framingham	MA	01702-5705
Bio-Medical Applications of Massachusetts, Inc.	(617) 739-3000	888 Commonwealth Ave		Boston	MA	02215-1205
Bio-Medical Applications of Massachusetts, Inc.	(413) 739-5601	2000 Main St		Springfield	MA	01103-1010
Bio-Medical Applications of Massachusetts, Inc.	(617) 298-2475	2100 Dorchester Ave	Suite 1 South	Dorchester	MA	02124-5615
Bio-Medical Applications of Massachusetts, Inc.	(781) 396-9282	305 Mystic Ave		Medford	MA	02155-6313
Bio-Medical Applications of Massachusetts, Inc.	(413) 586-7989	84 Conz St		Northampton	MA	01060-3830
Bio-Medical Applications of Massachusetts, Inc.	(781) 279-2454	2 Main St	Ste 100	Stoneham	MA	02180-3389
Bio-Medical Applications of Massachusetts, Inc.	(781) 331-4100	2 West St	Unit 1 Stetson West	Weymouth	MA	02190-1861
Bio-Medical Applications of Massachusetts, Inc.	(978) 532-7663	19a Centennial Dr		Peabody	MA	01960-7901
Bio-Medical Applications of Massachusetts, Inc.	(617) 847-1700	241 Parkingway		Quincy	MA	02169-5029
Bio-Medical Applications of Massachusetts, Inc.	(617) 445-9989	416 Warren St		Roxbury	MA	02119-1831
Bio-Medical Applications of Massachusetts, Inc.	(413) 732-1586	1515 State St		Springfield	MA	01109-2536
Bio-Medical Applications of Massachusetts, Inc.	(508) 753-0886	239 Boston Tpke		Shrewsbury	MA	01545-5223
Bio-Medical Applications of Massachusetts, Inc.	(508) 291-1100	100 Rosebrook Way	Ste 100	Wareham	MA	02571-1140
Fresenius Medical Care CNV Marlborough, LLC	(508) 460-9250	360 Cedar Hill St	Ste 3	Marlborough	MA	01752-3036
Fresenius Medical Care Commonwealth Nephrology, LLC	(508) 226-0218	111 Pleasant St		Attleboro	MA	02703-2360
NNA of Rhode Island, Inc.	(000) ==0 0==0	36 Cordage Park Cir		Plymouth	MA	02360-7331
NNA of Rhode Island, Inc.		36 Cordage Park Cir		Plymouth	MA	02360-7331
North Suburban Dialysis Center Partnership	(781) 233-2877	124 Broadway	Ste H	Saugus	MA	01906-1000
Bio-Medical Applications of Louisiana, LLC	(985) 792-5334	397 Highway 21	Ste 602	Madisonville	LA	70447-3407
Bio-Medical Applications of Louisiana, LLC	(985) 898-4898	21501 Highway 36	310 302	Abita Springs	LA	70420-3907
Bio-Medical Applications of Louisiana, LLC	(337) 898-1932	1820 Veterans Memorial Dr		Abbeville	LA	70510-3142
Bio-Medical Applications of Louisiana, LLC	(504) 305-1980	3409 Williams Blvd	Ste 2	Kenner	LA	70065-3879
Bio-Medical Applications of Louisiana, LLC	(985) 262-4143	707 Grand Caillou Rd	5.5 2	Houma	LA	70363-2800
Bio-Medical Applications of Louisiana, LLC	(337) 478-4846	3214 Venture Park Dr		Lake Charles	LA	70615-5443
Bio-Medical Applications of Louisiana, LLC	(318) 375-2787	110 Airport Dr		Vivian	LA	71082-3402
Bio-Medical Applications of Louisiana, LLC	(504) 227-1521	2908 General Degaulle Dr		New Orleans	LA	70114-6440
Bio-Medical Applications of Louisiana, LLC	(985) 446-1389	108 Westover Dr		Thibodaux	LA	70301-8098
Bio-Medical Applications of Louisiana, LLC	(504) 891-8608	2500 Louisiana Ave		New Orleans	LA	70115-6036
Dio Medical Applications of Louisiana, LLC	(304) 031-0000	2300 LOUISIANA AVE		INCW CITEBIIS	LA	70113-0030

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Louisiana, LLC	(504) 988-9057	1415 Tulane Ave	Acute Dial	New Orleans	LA	70112-2600
Bio-Medical Applications of Louisiana, LLC	(985) 249-5400	180 Greenbriar Blvd		Covington	LA	70433-7233
Bio-Medical Applications of Louisiana, LLC	(985) 249-5400	180 Greenbriar Blvd		Covington	LA	70433-7233
Bio-Medical Applications of Louisiana, LLC	(985) 249-5400	180 Greenbriar Blvd		Covington	LA	70433-7233
Bio-Medical Applications of Louisiana, LLC	(337) 491-7125	524 Doctor Michael Debakey Dr		Lake Charles	LA	70601-5725
Bio-Medical Applications of Louisiana, LLC	(337) 984-7299	2804 Ambassador Caffery Pkwy		Lafayette	LA	70506-5906
Bio-Medical Applications of Louisiana, LLC	(337) 948-1550	528 E Vine St		Opelousas	LA	70570-6156
Bio-Medical Applications of Louisiana, LLC	(337) 364-1185	609 Rue De Brille		New Iberia	LA	70563-2123
Bio-Medical Applications of Louisiana, LLC	(318) 487-8333	1915 Beatrice St		Alexandria	LA	71301-4410
Bio-Medical Applications of Louisiana, LLC	(985) 893-9557	877 Brownswitch Rd		Slidell	LA	70458-5335
Bio-Medical Applications of Louisiana, LLC	(318) 869-3016	3949 Southern Ave		Shreveport	LA	71106-1035
Bio-Medical Applications of Louisiana, LLC	(225) 769-7600	5348 Flanders Dr		Baton Rouge	LA	70808-7210
Bio-Medical Applications of Louisiana, LLC	(318) 327-4405	309 Jackson St		Monroe	LA	71201-7407
Bio-Medical Applications of Louisiana, LLC	(985) 851-6634	143 War Horse Pl		Houma	LA	70360-2484
Bio-Medical Applications of Louisiana, LLC	(985) 839-3605	2219 Main St		Franklinton	LA	70438-3604
Bio-Medical Applications of Louisiana, LLC	(318) 746-4818	4251 Viking Dr		<b>Bossier City</b>	LA	71111-7410
Bio-Medical Applications of Louisiana, LLC	(504) 821-2220	2235 Poydras St		New Orleans	LA	70119-7561
Bio-Medical Applications of Louisiana, LLC	(318) 427-4704	4715 S Macarthur Dr		Alexandria	LA	71302-3145
Bio-Medical Applications of Louisiana, LLC	(504) 391-1041	959 Behrman Hwy		Gretna	LA	70056-4550
Bio-Medical Applications of Louisiana, LLC	(504) 454-6989	3030 N Arnoult Rd	Ste B	Metairie	LA	70002-4715
Bio-Medical Applications of Louisiana, LLC	(985) 876-6304	144 War Horse Pl		Houma	LA	70360-2483
Bio-Medical Applications of Louisiana, LLC	(985) 229-8018	916 Avenue G		Kentwood	LA	70444-2635
Bio-Medical Applications of Louisiana, LLC	(318) 621-0750	4338 Pines Rd		Shreveport	LA	71119-7738
Bio-Medical Applications of Louisiana, LLC	(337) 984-7299	2804 Ambassador Caffery Pkwy		Lafayette	LA	70506-5906
Bio-Medical Applications of Louisiana, LLC	(337) 332-6813	100 Champagne Blvd	Bldg A	Breaux Bridge	LA	70517-3852
Bio-Medical Applications of Louisiana, LLC	(318) 932-5378	501 Wilkinson St	· ·	Coushatta	LA	71019-2804
Bio-Medical Applications of Louisiana, LLC	(337) 662-3702	115 Acorn Dr		Sunset	LA	70584-6134
Bio-Medical Applications of Louisiana, LLC	(318) 371-9400	10000 Industrial Dr		Minden	LA	71055-5114
Bio-Medical Applications of Louisiana, LLC	(318) 868-8320	410 Ashley Ridge Blvd		Shreveport	LA	71106-7228
Bio-Medical Applications of Louisiana, LLC	(337) 363-1275	616 Jack Miller Rd		Ville Platte	LA	70586-5628
Bio-Medical Applications of Louisiana, LLC	(504) 342-7773	141 S Jamie Blvd		Avondale	LA	70094-2861
Bio-Medical Applications of Louisiana, LLC	(318) 368-3337	108 W Hill St		Farmerville	LA	71241-3208
Bio-Medical Applications of Louisiana, LLC	(504) 469-1075	2717 Decatur St		Kenner	LA	70062-5025
Bio-Medical Applications of Louisiana, LLC	(318) 741-5167	3087 Stafford Ave		Bossier City	LA	71112-3515
Bio-Medical Applications of Louisiana, LLC	(318) 524-9906	2240 E Bert Kouns Industrial Loop		Shreveport	LA	71105-5358
Bio-Medical Applications of Louisiana, LLC	(337) 264-1265	1340 Surrey St	Ste 101	Lafayette	LA	70501-7618
Bio-Medical Applications of Louisiana, LLC	(318) 256-3122	100 Devera Dr		Many	LA	71449-4404
Bio-Medical Applications of Louisiana, LLC	(318) 255-8666	760 S Farmerville St		Ruston	LA	71270-5906
Bio-Medical Applications of Louisiana, LLC	(318) 927-8987	3680 Highway 79		Homer	LA	71040-5116
Bio-Medical Applications of Louisiana, LLC	(318) 251-3730	219 Mills Ave		Ruston	LA	71270-5921
Bio-Medical Applications of Louisiana, LLC	(318) 398-4181	1501 Southern Ave		Monroe	LA	71202-4543
Bio-Medical Applications of Louisiana, LLC	(225) 634-6078	5568 Highway 68	Po Box 788	Jackson	LA	70748-3723
Bio-Medical Applications of Louisiana, LLC	(985) 643-6283	877 Brownswitch Rd	10 Box 700	Slidell	LA	70458-5335
Bio-Medical Applications of Louisiana, LLC	(318) 670-5387	1130 Kings Hwy		Shreveport	LA	71104-2934
Bio-Medical Applications of Louisiana, LLC	(337) 948-1550	528 E Vine St		Opelousas	LA	70570-6156
Bio-Medical Applications of Louisiana, LLC	(318) 746-8440	2907 Plantation Dr		Bossier City	LA	71111-5852
Bio-Medical Applications of Louisiana, LLC	(318) 352-1960	700 Keyser Ave		Natchitoches	LA	71111-5852
Bio-Medical Applications of Louisiana, LLC	(318) 371-1532	610 Fleming Ln		Minden	LA	71055-3072
Bio-Medical Applications of Louisiana, LLC	(318) 869-3016	3949 Southern Ave		Shreveport	LA	71106-1035
Bio-Medical Applications of Louisiana, LLC	(985) 448-3540	694 S Acadia Rd		Thibodaux	LA	70301-4855
Bio-Medical Applications of Louisiana, LLC	(504) 248-7136	14500 Hayne Blvd		New Orleans	LA	70128-1751
bio-iniculcal Applications of Louisiana, LLC	(304) 240-/130	14300 Mayrie Divu		NEW UTTERITS	LA	/0170-1/31

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Louisiana, LLC	(318) 435-3511	3982 Front St		Winnsboro	LA	71295-2955
Bio-Medical Applications of Louisiana, LLC	(318) 346-6348	102 Standard St		Bunkie	LA	71322-1414
Bio-Medical Applications of Louisiana, LLC	(318) 425-7371	990 Aero Dr		Shreveport	LA	71107-7106
Bio-Medical Applications of Louisiana, LLC	(985) 748-8285	207 W Mulberry St		Amite	LA	70422-2409
Bio-Medical Applications of Louisiana, LLC	(337) 234-0084	910 Martin Luther King Jr Dr		Lafayette	LA	70501-1856
Bio-Medical Applications of Louisiana, LLC	(318) 443-7131	151 Sandifer Ln		Pineville	LA	71360-5971
Bio-Medical Applications of Louisiana, LLC	(318) 322-7565	711 Wood St	Ste B	Monroe	LA	71201-7564
Bio-Medical Applications of Louisiana, LLC	(318) 878-9072	307 Detroit St		Delhi	LA	71232-2811
Bio-Medical Applications of Louisiana, LLC	(985) 868-0989	800 Point St		Houma	LA	70360-4743
Bio-Medical Applications of Louisiana, LLC	(337) 364-1185	609 Rue De Brille		New Iberia	LA	70563-2123
Bio-Medical Applications of Louisiana, LLC	(504) 341-6699	7325 Westbank Expy		Marrero	LA	70072-2448
Bio-Medical Applications of Louisiana, LLC	(318) 487-1063	225 N Bolton Ave		Alexandria	LA	71301-7407
Bio-Medical Applications of Louisiana, LLC	(337) 783-0013	625 E 8th St		Crowley	LA	70526-3813
Bio-Medical Applications of Louisiana, LLC	(504) 455-5535	4425 Utica St		, Metairie	LA	70006-6530
Bio-Medical Applications of Louisiana, LLC	(985) 345-5621	16081 Doctors Blvd		Hammond	LA	70403-1479
Bio-Medical Applications of Louisiana, LLC	(337) 824-5353	1906 Johnson St		Jennings	LA	70546-3628
Bio-Medical Applications of Louisiana, LLC	(318) 871-8700	1410 Mcarthur Dr		Mansfield	LA	71052-2912
Bio-Medical Applications of Louisiana, LLC	(318) 683-3296	9076 Kingston Rd		Shreveport	LA	71118-3416
Bio-Medical Applications of Louisiana, LLC	(318) 387-2747	102 Thomas Rd	Ste 306	West Monroe	LA	71291-5547
Bio-Medical Applications of Louisiana, LLC	(318) 648-1222	601 W Court St	310 300	Winnfield	LA	71483-2633
Bio-Medical Applications of Louisiana, LLC	(318) 649-2113	7720 Highway 165	Ste 3	Columbia	LA	71418-5348
Bio-Medical Applications of Louisiana, LLC	(318) 428-1385	711 E Jefferson St	310 3	Oak Grove	LA	71263-2505
Bio-Medical Applications of Louisiana, LLC	(318) 487-8333	1915 Beatrice St		Alexandria	LA	71301-4410
Bio-Medical Applications of Louisiana, LLC	(985) 893-7265	170 Greenbriar Blvd		Covington	LA	70433-7233
Bio-Medical Applications of Louisiana, LLC	(318) 354-1170	111 Masonic Dr		Natchitoches		71457-6282
Bio-Medical Applications of Louisiana, LLC	(985) 345-0544	1204 S Morrison Blvd	Ste A	Hammond	LA LA	70403-5702
Bio-Medical Applications of Louisiana, LLC		1101 Nile St	Ste A		LA	70535-3615
Bio-Medical Applications of Louisiana, LLC	(337) 550-6585			Eunice	LA	
• •	(337) 893-7577	904 N John M Hardy Dr		Abbeville	LA	70510-3900
Bio-Medical Applications of Louisiana, LLC	(337) 468-2245	801 Poinciana Ave		Mamou	LA	70554-2243
Bio-Medical Applications of Louisiana, LLC	(337) 828-4747	1604 Cynthia St		Franklin	LA	70538-3708
Bio-Medical Applications of Louisiana, LLC	(318) 281-3725	530 Durham St		Bastrop	LA	71220-5013
Bio-Medical Applications of Louisiana, LLC	(318) 728-9801	230 Highway 3048	St. 404	Rayville	LA	71269-3624
Bio-Medical Applications of Louisiana, LLC	(985) 643-6753	1400 Lindberg Dr	Ste 101	Slidell	LA	70458-8056
Bio-Medical Applications of Louisiana, LLC	(337) 436-5406	2309 Ryan St		Lake Charles	LA	70601-7319
Bio-Medical Applications of Louisiana, LLC	(504) 347-4228	1849 Barataria Blvd		Marrero	LA	70072-4273
Bio-Medical Applications of Louisiana, LLC	(985) 882-0097	64026 Highway 434	Ste 100	Lacombe	LA	70445-5413
Bio-Medical Applications of Mississippi, Inc.	(318) 633-9662	104 Railroad Avenue		Delta	LA	71233
Fresenius Medical Care Capital City, LLC	(225) 667-0768	29250 Walker Rd S		Walker	LA	70785-7903
Fresenius Medical Care Capital City, LLC	(225) 272-2212	1280 Oneal Ln		Baton Rouge	LA	70816-1954
Fresenius Medical Care Capital City, LLC	(225) 819-2036	5399 Mancuso Ln		Baton Rouge	LA	70809-3519
Fresenius Medical Care Capital City, LLC	(225) 647-4814	2326 S Darla Ave		Gonzales	LA	70737-5507
Fresenius Medical Care Capital City, LLC	(225) 473-1139	101 Plimsol Dr		Donaldsonville	LA	70346-4357
Fresenius Medical Care Capital City, LLC	(225) 766-3761	5348 Flanders Dr	Ste A	Baton Rouge	LA	70808-7210
Fresenius Medical Care Capital City, LLC	(225) 767-7844	4848 Mancuso Ln	Ste B	Baton Rouge	LA	70809-3588
Fresenius Medical Care Capital City, LLC	(225) 766-6773	4848 Mancuso Ln	Ste A	Baton Rouge	LA	70809-3588
Fresenius Medical Care Capital City, LLC	(225) 357-3798	7707 Howell Place Blvd		Baton Rouge	LA	70807-5583
Fresenius Medical Care Capital City, LLC	(225) 216-0388	7656 Realtors Dr		Baton Rouge	LA	70806-8938
Fresenius Medical Care Capital City, LLC	(225) 665-2796	137 Veterans Blvd		Denham Springs	LA	70726-5130
Fresenius Medical Care Capital City, LLC	(225) 634-2733	2995 Race St		Jackson	LA	70748-5839
Fresenius Medical Care Capital City, LLC	(225) 622-0685	17392 Vallee Ct		Prairieville	LA	70769-5757
Fresenius Medical Care Capital City, LLC	(225) 387-5777	2661 North Blvd		Baton Rouge	LA	70806-3678

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Capital City, LLC	(225) 357-9055	5948 Airline Hwy		Baton Rouge	LA	70805-3201
Fresenius Medical Care Capital City, LLC	(225) 638-7395	107 Fairfields Ave		New Roads	LA	70760-2524
Fresenius Medical Care Capital City, LLC	(225) 654-1450	4709 Secretary Dr		Zachary	LA	70791-4070
Fresenius Medical Care Capital City, LLC	(225) 766-5600	7638 Picardy Ave	Ste A	Baton Rouge	LA	70808-7209
Fresenius Medical Care Capital City, LLC	(225) 343-5753	2500 Commercial Dr		Port Allen	LA	70767-6145
Fresenius Medical Care Capital City, LLC	(225) 775-0217	4353 Groom Rd		Baker	LA	70714-3044
Fresenius Medical Care Capital City, LLC	(225) 927-3311	524 Colonial Dr		Baton Rouge	LA	70806-6507
Fresenius Medical Care Capital City, LLC	(225) 354-1611	1919 N Foster Dr		Baton Rouge	LA	70806-1008
Fresenius Medical Care Capital City, LLC	(225) 687-9100	24660 Plaza Dr		Plaquemine	LA	70764-6588
Fresenius Medical Care Chalmette,LLC	(504) 682-2877	3027 Jean Lafitte Pkwy		Chalmette	LA	70043-4035
Fresenius Medical Care LaPlace, LLC	(985) 652-0029	704 Belle Terre Blvd		La Place	LA	70068-1643
Fresenius Medical Care Lake Forest, LLC	(504) 248-4910	10545 Lake Forest Blvd		New Orleans	LA	70127-2708
Fresenius Medical Care Monroe, LLC	(318) 699-0001	2344 Sterlington Rd		Monroe	LA	71203-3044
Fresenius Medical Care Monroe, LLC	(318) 387-3188	401 Thomas Rd	Ste C	West Monroe	LA	71292-7902
Fresenius Medical Care Monroe, LLC	(318) 368-1071	1012 Sterlington Hwy		Farmerville	LA	71241-3810
Fresenius Medical Care Monroe, LLC	(318) 410-0619	1710 Southern Ave		Monroe	LA	71202-4555
Fresenius Medical Care Sulphur, LLC	(337) 625-6777	1000 Beglis Pkwy		Sulphur	LA	70663-5602
NNA of Louisiana, LLC	(504) 457-3498	3030 N Arnoult Rd		Metairie	LA	70003-3002
NNA of Louisiana, LLC	(504) 837-0021	630 Deckbar Ave		Jefferson	LA	70121-2312
NNA of Louisiana, LLC	(504) 712-5454	150 James Dr E		Saint Rose	LA	70087-4007
NNA of Louisiana, LLC	(504) 712-3434	5301 Westbank Expy		Marrero	LA	70087-4007
RCG Mississippi, Inc.	(318) 336-4196	2004 Carter St	Ste A	Vidalia		71373-3003
	• • •	Po Box 189	Ste A		LA	71373-3003
Renex Dialysis Facilities, Inc.	(318) 633-9662		Dod Cole Madical Diago	Delta	LA	
Bio-Medical Applications of Kentucky, Inc.	(270) 586-3236	1112 S Main St	Red Oak Medical Plaza,		KY	42134-2322
Bio-Medical Applications of Kentucky, Inc.		720 E Broadway		Louisville	KY	40202-1712
Bio-Medical Applications of Kentucky, Inc.		720 E Broadway		Louisville	KY	40202-1712
Bio-Medical Applications of Kentucky, Inc.	(500) 447 4440	720 E Broadway		Louisville	KY	40202-1712
Bio-Medical Applications of Kentucky, Inc.	(502) 447-4148	1715 Gagel Ave		Louisville	KY	40216-2763
Bio-Medical Applications of Kentucky, Inc.	(606) 638-9373	23 A St	Ste A	Louisa	KY	41230-6001
Bio-Medical Applications of Kentucky, Inc.	(270) 846-4975	1834 Lyda Ave		Bowling Green	KY	42104-3361
Bio-Medical Applications of Kentucky, Inc.	(859) 225-4922	1101 Winchester Rd		Lexington	KY	40505-4028
Bio-Medical Applications of Kentucky, Inc.	(502) 589-1400	720 E Broadway		Louisville	KY	40202-1712
Bio-Medical Applications of Kentucky, Inc.	(606) 439-3478	516 Village Ln		Hazard	KY	41701-9406
Bio-Medical Applications of Kentucky, Inc.	(270) 782-1318	1532 Lone Oak Rd	Ste G15	Paducah	KY	42003-7939
Bio-Medical Applications of Kentucky, Inc.	(606) 678-9811	1532 Lone Oak Rd	Ste G15	Paducah	KY	42003-7939
Bio-Medical Applications of Kentucky, Inc.	(270) 825-3792	1020 Waterfall Ct		Madisonville	KY	42431-8079
Bio-Medical Applications of Kentucky, Inc.	(859) 260-1706	978 Chas Dr		Lexington	KY	40515-1414
Bio-Medical Applications of Kentucky, Inc.	(606) 348-3895	40 Walmart Plaza Dr		Monticello	KY	42633-7904
Bio-Medical Applications of Kentucky, Inc.	(859) 499-0630	55 Sterling Way		Mount Sterling	KY	40353-1170
Bio-Medical Applications of Kentucky, Inc.	(606) 574-0005	136 Village Center Rd		Harlan	KY	40831-1777
Bio-Medical Applications of Kentucky, Inc.	(859) 755-4757	100 Woodlawn Way		Danville	KY	40422-9229
Bio-Medical Applications of Kentucky, Inc.	(502) 937-2996	9616 Dixie Hwy		Louisville	KY	40272-3473
Bio-Medical Applications of Kentucky, Inc.	(606) 474-0475	286 State Highway 1947		Grayson	KY	41143-6855
Bio-Medical Applications of Kentucky, Inc.	(502) 968-2225	8319 Preston Hwy	Ste C	Louisville	KY	40219-5300
Bio-Medical Applications of Kentucky, Inc.	(606) 473-0410	965 Townhill Plz		Greenup	KY	41144-6159
Bio-Medical Applications of Kentucky, Inc.	(606) 789-2278	620 Jefferson Ave		Paintsville	KY	41240-1349
Bio-Medical Applications of Kentucky, Inc.	(606) 693-4770	1550 Highway 15 S	Ste 30	Jackson	KY	41339-9221
Bio-Medical Applications of Kentucky, Inc.	(502) 225-6223	2100 Button Ln	Ste 105	Lagrange	KY	40031-7791
Bio-Medical Applications of Kentucky, Inc.	(502) 772-7363	2600 W Broadway	Ste 112	Louisville	KY	40211-1303
Bio-Medical Applications of Kentucky, Inc.	(606) 678-9811	119 Tradepark Dr		Somerset	KY	42503-3428
Bio-Medical Applications of Kentucky, Inc.	(502) 584-3021	720 E Broadway		Louisville	KY	40202-1712

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Kentucky, Inc.	(502) 637-1771	2355 Poplar Level Rd	Ste G2-10	Louisville	KY	40217-1399
Bio-Medical Applications of Kentucky, Inc.	(606) 326-0700	840 Central Ave		Ashland	KY	41101-7424
Bio-Medical Applications of Kentucky, Inc.	(859) 623-6040	1036 Center Dr	Ste C	Richmond	KY	40475-3838
Bio-Medical Applications of Kentucky, Inc.	(502) 633-6333	150 Stonecrest Rd		Shelbyville	KY	40065-9191
Bio-Medical Applications of Kentucky, Inc.	(502) 895-2217	3991 Dutchmans Ln	Ste G2	Louisville	KY	40207-4732
Bio-Medical Applications of Kentucky, Inc.	(502) 361-1914	1514 Crums Ln		Louisville	KY	40216-3824
Bio-Medical Applications of Kentucky, Inc.	(606) 432-1707	146 Adams Ln		Pikeville	KY	41501-1480
Bio-Medical Applications of Kentucky, Inc.	(606) 886-3893	61 Dewey St		Prestonsburg	KY	41653-8070
Bio-Medical Applications of Kentucky, Inc.	(606) 439-3478	516 Village Ln		Hazard	KY	41701-9406
Bio-Medical Applications of Kentucky, Inc.	(606) 780-9701	250 Norman Wells Ln		Morehead	KY	40351-1544
Bio-Medical Applications of Kentucky, Inc.	(502) 239-8221	6455 Bardstown Rd		Louisville	KY	40291-3069
Bio-Medical Applications of Kentucky, Inc.	(859) 299-3379	3284 Eagle View Ln	Ste 120	Lexington	KY	40509-1851
Bio-Medical Applications of Kentucky, Inc.	(606) 329-0363	424 River Hill Dr		Ashland	KY	41101-7386
Bio-Medical Applications of Kentucky, Inc.	(606) 561-9047	140 Stone Crest Dr		Somerset	KY	42501-6259
Bio-Medical Applications of Kentucky, Inc.	(270) 842-2154	262 Natchez Trace Ave		<b>Bowling Green</b>	KY	42103-7995
Bio-Medical Applications of Kentucky, Inc.	(270) 651-7776	205 Professional Park Dr		Glasgow	KY	42141-3486
Bio-Medical Applications of Kentucky, Inc.	(502) 895-7650	6400 Dutchmans Pkwy	Ste 145	Louisville	KY	40205-3342
Bio-Medical Applications of Kentucky, Inc.	(859) 744-0750	1145 W Lexington Ave	1st Floor	Winchester	KY	40391-1290
Bio-Medical Applications of Kentucky, Inc.	(502) 327-1144	3701 Chamberlain Ln		Louisville	KY	40241-2001
Bio-Medical Applications of Kentucky, Inc.	(859) 881-0332	115 Orchard Dr		Nicholasville	KY	40356-2690
Bio-Medical Applications of Kentucky, Inc.	(270) 825-3792	1020 Waterfall Ct		Madisonville	KY	42431-8079
Bio-Medical Applications of Ohio, Inc.	(606) 324-0211	1701 Central Ave		Ashland	KY	41101-7767
Bio-Medical Applications of West Virginia, Inc.	(606) 324-0211	1701 Central Ave	FI 3	Ashland	KY	41101-7767
Fresenius Medical Care Boone County, LLC	(859) 331-0167	210 Thomas More Pkwy	Ste 1	Crestview Hills	KY	41017-3432
Fresenius Medical Care Boone County, LLC	(859) 525-1060	7205 Dixie Hwy		Florence	KY	41042-2176
Fresenius Medical Care Hopkinsville, LLC	(270) 885-1281	510 Heritage Way		Hopkinsville	KY	42240-8732
Fresenius Medical Care Masonic Homes, LLC	(502) 721-1083	3501 Moyers Cir	Ste 200	Masonic Home	KY	40041-9035
Fresenius Medical Care NAK Bardstown, LLC	(502) 348-3996	317 Kentucky Home Sq	Ste 3	Bardstown	KY	40004-1829
Fresenius Medical Care NAK Berea, LLC	(859) 985-8112	509 Richmond Rd N		Berea	KY	40403-1054
Fresenius Medical Care NAK Campbellsville, LLC	(270) 469-0923	107 Medical Park Dr		Campbellsville	KY	42718-7638
Fresenius Medical Care NAK Elizabethtown, LLC	(270) 763-0396	1324 Woodland Dr	Ste B	Elizabethtown	KY	42701-2651
Fresenius Medical Care NAK Frankfort, LLC	(502) 607-0731	608 Chamberlin Ave		Frankfort	KY	40601-4220
Fresenius Medical Care NAK Lebanon, LLC	(270) 692-1558	703 E Main St	Unit 2	Lebanon	KY	40033-8696
Fresenius Medical Care NAK Radcliff, LLC	(270) 352-2555	211 E Lincoln Trail Blvd		Radcliff	KY	40160-1255
Fresenius Medical Care NAK Shepherdsville, LLC	(502) 921-0977	421 Adam Shepherd Pkwy		Shepherdsville	KY	40165-6640
Fresenius Medical Care Stanford, LLC	(606) 365-4004	29 Frontier Blvd		Stanford	KY	40484-8513
Home Dialysis of Muhlenberg County, Inc.	(270) 754-2380	401 W Whitmer St		Central City	KY	42330-2089
Kentucky Renal Care Group, LLC	(859) 254-0671	1610 Leestown Rd	Ste 180	Lexington	KY	40511-2142
Kentucky Renal Care Group, LLC	(859) 225-4922	1101 Winchester Rd	Ste 100	Lexington	KY	40505-4028
NNA of Paducah, LLC	(270) 443-0217	1530 Lone Oak Rd	3rd Floor Dialysis	Paducah	KY	42003-7901
NNA of Paducah, LLC	(270) 522-0170	2484 Main St	,	Cadiz	KY	42211-6000
NNA of Paducah, LLC	(270) 442-5020	1061 Husband Rd		Paducah	KY	42003-0204
NNA of Paducah, LLC	(270) 388-0078	95 Lakeshore Dr		Kuttawa	KY	42055-6285
NNA of Paducah, LLC	(270) 443-0217	1532 Lone Oak Rd	Ste G15	Paducah	KY	42003-7939
NNA of Paducah, LLC	(270) 759-3080	609 S 12th St		Murray	KY	42071-2915
NNA of Paducah, LLC	(270) 247-7291	1029 Medical Center Cir	Ste 301	Mayfield	KY	42066-1189
NRA-Georgetown, Kentucky, LLC	(502) 867-3855	98 Mary Lynn Dr	<del>-</del>	Georgetown	KY	40324-8520
NRA-Princeton, Kentucky, LLC	(270) 365-7588	401 S Jefferson St		Princeton	KY	42445-2113
RCG University Division, Inc.	(859) 264-7775	171 N Eagle Creek Dr	Ste 110	Lexington	KY	40509-1801
	(785) 452-4930	400 S Santa Fe Ave		Salina	KS	67401-4144
Bio-Medical Applications of Kansas, Inc.	(/03/432-4330	400 3 30116 1 E AVE				0/401-4144

Both-Medical Applications of Inansas, Inc.   1781 388-3087   309 58-2001 31   50 68009-1821	Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bo-Mereila Applications of Kinanas, Inc.   933 (4) 6341   75 N 139th 55   00erland family 165   570 2000   130	Bio-Medical Applications of Kansas, Inc.	(785) 266-3087	3408 Se 29th St		Topeka	KS	66605-1812
Box Medicial Applications of Kansas, Inc.   (785) E44-612   2010 (Highard Dr.   Concordial C.   Concordial C	Bio-Medical Applications of Kansas, Inc.	(620) 223-1666	2526 S Main St		Fort Scott	KS	66701-8724
Bio Medicial Applications of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   (789) 238-2123   702 Caroline Ave   Unicition Of Kansas, Inc.   Only N. Caroline Ave	Bio-Medical Applications of Kansas, Inc.	(913) 491-6341	6751 W 119th St		Overland Park	KS	66209-2013
80 Modernical Applications of Kansan, Inc.   1985; 288-2913   2012 for Manage Center by   10 peak   15   66641-8222   10 peak   15   10 peak	Bio-Medical Applications of Kansas, Inc.	(785) 823-6416	700 E Iron Ave		Salina	KS	67401-3038
Dalysh Specialists of Topeka, Inc.   759; 228-878   3931 Sw Gage Center Dr	Bio-Medical Applications of Kansas, Inc.	(785) 243-6132	1100 Highland Dr		Concordia	KS	66901-3923
FMS Minkers Diaylas Centers, LLC	Bio-Medical Applications of Kansas, Inc.	(785) 238-3213	702 Caroline Ave		Junction City	KS	66441-5223
FMS Midwest Dialysis Centers, LIC	Dialysis Specialists of Topeka, Inc.	(785) 228-8978	3931 Sw Gage Center Dr		Topeka	KS	66604-1829
MS Midwest Dialysis Centers, LIC   (620) 225-7100   (755) 625-033   (750) 225-2244   (755) 625-033   (750) 225-2244   (755) 625-033   (750) 225-2244   (755) 625-033   (750) 225-2244   (755) 625-033   (750) 225-2244   (755) 625-2345   (755) 62	FMS Midwest Dialysis Centers, LLC	(316) 788-1434	712 N Klein Cir		Derby	KS	67037-7015
PMS Midwest Dialysis Centers, LLC	FMS Midwest Dialysis Centers, LLC	(316) 264-3115	1007 N Emporia St		Wichita	KS	67214-2908
FMS Midwest Dialysis Centers, LLC	FMS Midwest Dialysis Centers, LLC	(620) 225-7100	204 W Ross Blvd		Dodge City	KS	67801-2133
FMS Midwarts Dialysis Centrers, LLC	FMS Midwest Dialysis Centers, LLC	(785) 625-0033	2905 Canterbury Dr		Hays	KS	67601-2152
FMS Midwest Dialysis Centers, LLC	FMS Midwest Dialysis Centers, LLC	(620) 431-1239	703 S Plummer Ave		Chanute	KS	66720-2552
FMM Midwest Dialysis Centers, LLC	FMS Midwest Dialysis Centers, LLC	(620) 624-3950	2319 N Kansas Ave		Liberal	KS	67901-2368
FMS Midwest Dialysis Centers, LLC	FMS Midwest Dialysis Centers, LLC	(620) 792-2944	3904 6th St		<b>Great Bend</b>	KS	67530-9775
FMS Midwest Dialysis Centers, LLC         (316) F39-5321         75 No Soora st         Ste 500         Winkina         KS         67212-3705           FMS Midwest Dialysis Centers, LLC         (316) 634-670         394 Le Zust st N         Wichita         KS         67224-2208           FMS Midwest Dialysis Centers, LLC         (320) 32-10-005         2824 N Broadway St	FMS Midwest Dialysis Centers, LLC	(620) 340-0034	1602 W 15th Ave	Ste E	Emporia	KS	66801-5672
FMS Midwest Dialysis Centers, LLC         (316) F39-5321         75 No Scora St         Ste 500         Wichita         KS         67212-3705           FMS Midwest Dialysis Centers, LLC         (316) 634-670         394 E 21x St N         Wichita         KS         67224-2208           FMS Midwest Dialysis Centers, LLC         (310) 264-3115         100 7 N Emporia St	•		625 Medical Center Dr		· · · · · · · · · · · · · · · · · · ·		67114-8780
FMS Midwest Dialysis Centers, LLC         (316) 634-6760         3941 E 21st \$1 Nn         Wichita         KS         67206-2927           FMS Midwest Dialysis Centers, LLC         (316) 264-3115         2070 N Emporia \$1         Wichita         KS         67214-2908           For Scott Regional Dialysis Centers, Inc.         (620) 271-0067         2053 E Mary \$1         Gorden City.         CG         6767-2627           Fresenius Medical Care Lenears, LC         (931) 399-1044         (301) B 89th \$5         Leneax         KS         66102-1308           NRA-UMKI, Kansas, LLC         (931) 399-1044         4702 Ranabor Bid         Sector         Westwood         KS         66102-1028           Renal Care Group of the Midwest, Inc.         (620) 272-0627         401. E Spruce \$1         Sector         Westwood         KS         66102-1028           Renal Care Group of the Midwest, Inc.         (620) 272-0627         401. E Spruce \$1         Fore Sector         Garden City         KS         67601-1252           Renal Care Group of the Midwest, Inc.         (821) 288-1026         2905 S terre showled         Hays         KS         67601-1252           Bio-Medical Applications of Indiana, Inc.         (812) 284-0020         315 2 S pringhill Dr         Hays         KS         67601-1252           Bio-Medical Applications of Indiana, I				Ste 500			
FMS Midwest Dalysis Centers, LLC         (316) 264-3115         1007 N Fmporia St         Wichtal         KS         6721-27908           Fort Scott Regional Dallysis Center, Inc.         (620) 231-0027         2053 E Many St         Garden City         KS         6784-63617           Fresenius Medical Care Lenex, LLC         (931) 492-4571         13201 W 98th St         Lenexa         KS         6615-1360           NRA LVMK, Ransas LLCY         (931) 492-4571         13201 W 98th St         Lenexa         KS         66102-1320           RAI Care Centers of Kansas City I, LLC         (931) 493-0441         4720 Rainbow Blvd         Ste 200         Westwood         KS         66202-1320           Renal Care Group of the Midwest, Inc.         (620) 272-0627         401 E Spruce St         Garden City         KS         67204-128           Renal Care Group of the Midwest, Inc.         (316) 266-6674         929 N St Francis Sth FI, North         Wichtal         KS         67201-128           Bio-Medical Applications of Indiana, Inc.         (812) 288-1026         5526 E Highway E2         Jeff Resonville         Hays         KS         67501-125           Bio-Medical Applications of Indiana, Inc.         812) 284-002         315 E Springhill Dr         Terre Haut         N         4730-4342           Bio-Medical Applications of Indiana, Inc.	FMS Midwest Dialysis Centers, LLC	(316) 634-6760	9341 E 21st St N		Wichita	KS	67206-2927
Fort South Regional Dialysis Centre, Inc.   (20) 231-0045   2824 N Broadway St   Pittsburg   K5   66782-7627   76786-1917   1201 W 98th St   Lenexa   K5   66782-7627   76786-1917   1201 W 98th St   Lenexa   K5   66782-1918   1201 W 98th St   Lenexa   K5   66102-1042   1201 W 98th St	FMS Midwest Dialysis Centers, LLC		1007 N Emporia St		Wichita		67214-2908
Fresenius Medical Care Garden City, LLC   620   72-0627   203 E Mary St   57846-3617   5786-36157   5786-36	Fort Scott Regional Dialysis Center, Inc.	(620) 231-0045	•		Pittsburg		66762-2627
Fresenius Medical Care Lenexa, LLC	-	• •			_		67846-3617
NRA-UKMC, Kansas, LLC (913) 299-1044 (913) 299-1044 (913) 4070 ainbow Blvd (913) 403-0441 (913) 403-0441 (913) 403-0441 (913) 4070 ainbow Blvd (913) 403-0441 (913) 403-044	•		•		•		66215-1360
RAI Care Centers of Kansas City I, LLC	NRA-UKMC, Kansas, LLC		6401 Parallel Pkwy		Kansas City		66102-1042
Renal Care Group of the Midwest, Inc.         (620) 272-0627         401 E Spruce St         Garden City         KS         67846-5679           Renal Care Group of the Midwest, Inc.         (316) 266-667         229 N St Francis 5th FIr, North         Wich tit         KS         67214           Renal Care Group of the Midwest, Inc.         (785) 625-0033         229 N St Francis 5th FIr, North         Wich tit         KS         67610-125           Bio-Medical Applications of Indiana, Inc.         (812) 288-1026         5226 E Highway 62         Jeffersonville         IN         47130-8735           Bio-Medical Applications of Indiana, Inc.         (812) 234-0020         135 E Springhill Dr         Terre Haute         IN         4780-4416           Bio-Medical Applications of Indiana, Inc.         (260) 435-7331         7950 W Jefferson Blvd         4th Floor Dialysis         Fort Wayne         IN         4680-4140           Bio-Medical Applications of Indiana, Inc.         (812) 885-8658         300 N 1st st         Vincennes         IN         4750-2148           Bio-Medical Applications of Indiana, Inc.         (812) 885-8658         300 N 1st st         Yincennes         IN         47616-2319           Bio-Medical Applications of Indiana, Inc.         (812) 234-5776         1705 E Industrial Dr         Yincennes         IN         47616-2319			•	Ste 200	•		
Renal Care Group of the Midwest, Inc.         (316) 266-6674         929 N St Francis Sth FI, North         Wichita         KS         67214           Renal Care Group of the Midwest, Inc.         (785) 625-0031         2995 Canterbury Dr         Hays         KS         67601-218           Bio-Medical Applications of Indiana, Inc.         5215 Holy Cross Pkwy         Lefferson Mid Mishawala         IN         47130-8735           Bio-Medical Applications of Indiana, Inc.         (812) 234-0020         315 E Springhill Dr         Terre Haute         IN         4730-4444           Bio-Medical Applications of Indiana, Inc.         (810) 435-7331         7950 W Jefferson Blvd         4th Floor Dialysis         Fort Wayne         IN         4580-44442           Bio-Medical Applications of Indiana, Inc.         (812) 935-9326         868 Broadway         4th Floor Dialysis         Fort Wayne         IN         4580-4410           Bio-Medical Applications of Indiana, Inc.         (812) 835-987         310 N 1s st         510 M 1s st         510 M 2s st         510 M 2s st         510 M 2s st         610 M 2s	• •		401 E Spruce St				67846-5679
Renal Care Group of the Midwest, Inc.         (785) 625-0033         2905 Canterbury Dr         Hays         KS         67601-2152           Bio-Medical Applications of Indiana, Inc.         (812) 288-1026         5226 F Highway 62         Jeffersonville         IN         47130-8738           Bio-Medical Applications of Indiana, Inc.         (812) 234-0020         315 E Springhill Dr         Terre Haute         IN         4780-24424           Bio-Medical Applications of Indiana, Inc.         (260) 435-7331         7950 W Jefferson Blvd         4th Floor Dialysis         Fort Wayne         IN         4680-4440           Bio-Medical Applications of Indiana, Inc.         (210) 1973-9326         8688 Broadway         4th Floor Dialysis         Fort Wayne         IN         4680-4410           Bio-Medical Applications of Indiana, Inc.         (812) 283-4576         1705 E Industrial Dr         Terre Haute         IN         4716-72125           Bio-Medical Applications of Indiana, Inc.         (812) 283-4576         1705 E Industrial Dr         Terre Haute         IN         4716-72125           Bio-Medical Applications of Indiana, Inc.         (812) 283-4576         1705 E Industrial Dr         Terre Haute         IN         4716-72315           Bio-Medical Applications of Indiana, Inc.         (812) 83-818         102 Cornic Ave         \$104         \$104         \$107-7241	•	, ,			•		67214
Bio-Medical Applications of Indiana, Inc.   (812) 288-1026   5526 E Highwa 62   5215 Holy Cross Pkwy   5215 Holy			•				
Bio-Medical Applications of Indiana, Inc.   S215 Holy Cross Pkwy   Mishawaka   N   4654-1469   Bio-Medical Applications of Indiana, Inc.   S212 34-000   315 Eynghill Dr   Terre Haute   IN   47802-444140   Bio-Medical Applications of Indiana, Inc.   S219 793-9326   8688 Broadway   His Ploor Dialysis   For Wayne   IN   46804-4140   Sio-Medical Applications of Indiana, Inc.   S219 83-9838   300 N 1st St   Wincennes   IN   47591-1263   Sio-Medical Applications of Indiana, Inc.   S219 83-9858   300 N 1st St   Wincennes   IN   47591-1263   Sio-Medical Applications of Indiana, Inc.   S219 83-9858   300 N 1st St   Wincennes   IN   47591-1263   Sio-Medical Applications of Indiana, Inc.   S219 83-9878   102 Connie Ave   Ste 104   Salem   IN   47167-2312   Sio-Medical Applications of Indiana, Inc.   S219 83-9878   3253 Shawnee Dr S   Salem   Salem   IN   47167-2312   Sio-Medical Applications of Indiana, Inc.   S219 83-1402   3253 Shawnee Dr S   Salem	Bio-Medical Applications of Indiana, Inc.	· ·	5526 E Highway 62		•		47130-8735
Bio-Medical Applications of Indiana, Inc.         (812) 234-0020         315 E Springhill Dr         Terre Haute         IN         47802-4444           Bio-Medical Applications of Indiana, Inc.         (260) 435-7331         7950 W Jefferson Blvd         4th Floor Dialysis         Fort Wayne         IN         48804-4140           Bio-Medical Applications of Indiana, Inc.         (812) 939-3926         8688 Broadway         Wrincennes         Merillville         IN         4759-1252           Bio-Medical Applications of Indiana, Inc.         (812) 885-8858         300 N 1st St         Terre Haute         IN         4759-1252           Bio-Medical Applications of Indiana, Inc.         (812) 838-9187         102 Connie Ave         Ste 104         Saled ford         IN         47167-2312           Bio-Medical Applications of Indiana, Inc.         (812) 275-1084         3253 Shawnee Dr S         Ste 104         Saled ford         IN         47802-4913           Bio-Medical Applications of Indiana, Inc.         (812) 275-1084         3253 Shawnee Dr S         Terre Haute         IN         47802-4913           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47803-1647           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute		, ,					
Bio-Medical Applications of Indiana, Inc.         (260) 435-7331         7950 W Jefferson Blwd         4th Floor Dialysis         Fort Wayne         IN         46804-4140           Bio-Medical Applications of Indiana, Inc.         (219) 793-9326         8688 Broadway         Werrillville         IN         45410-7034           Bio-Medical Applications of Indiana, Inc.         (812) 885-9187         300 N 1st St         Vincennes         IN         47802-9130           Bio-Medical Applications of Indiana, Inc.         (812) 883-9187         102 Connie Ave         5te 104         Salem         IN         47802-9130           Bio-Medical Applications of Indiana, Inc.         (812) 235-1084         3253 Shawnee Dr S         See 104         Salem         IN         47802-9130           Bio-Medical Applications of Indiana, Inc.         (812) 235-1084         351 Maiden Ln         Terre Haute         IN         47802-4072           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47803-1647           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47129-2337           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         1750 Earth Blw         Terre Haute         IN         47129-2337		(812) 234-0020	•		Terre Haute		
Bio-Medical Applications of Indiana, Inc.         (219) 793-9326         8688 Broadway         Merrillville         IN         46410-7034           Bio-Medical Applications of Indiana, Inc.         (812) 885-0858         300 N 1st St         Vincennes         IN         47591-1252           Bio-Medical Applications of Indiana, Inc.         (812) 234-5776         1705 E Industrial Dr         Terre Haute         IN         47602-1310           Bio-Medical Applications of Indiana, Inc.         (812) 838-9187         102 Connie Ave         Ste 104         Saled         IN         47167-2312           Bio-Medical Applications of Indiana, Inc.         (812) 238-1400         351 Maiden Ln         Terre Haute         IN         47804-4073           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47804-4073           Bio-Medical Applications of Indiana, Inc.         (812) 273-7131         1708 Cragmont St         Terre Haute         IN         47505-2808           Bio-Medical Applications of Indiana, Inc.         (812) 288-7638         810 Eastern Blvd         Clarksville         IN         47159-2837           Bio-Medical Applications of Indiana, Inc.         (812) 288-7638         810 Eastern Blvd         New Albany         IN         47150-2828           Bio-Medical Applications o	••			4th Floor Dialysis			
Bio-Medical Applications of Indiana, Inc.         (812) 885-0858         300 N 1st St         Vincennes         IN         47591-1252           Bio-Medical Applications of Indiana, Inc.         (812) 234-576         1705 E Industrial Dr         Terre Haute         IN         47802-9130           Bio-Medical Applications of Indiana, Inc.         (812) 883-9187         102 Connie Ave         Ste 104         Salem         IN         47167-2312           Bio-Medical Applications of Indiana, Inc.         (812) 275-1084         3253 Shawnee Dr S         Bedford         IN         47421-5277           Bio-Medical Applications of Indiana, Inc.         (812) 238-1400         351 Maiden Ln         Ferre Haute         IN         47804-4073           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47803-1647           Bio-Medical Applications of Indiana, Inc.         (812) 273-7131         1708 Cragmont St         Madison         IN         47129-2337           Bio-Medical Applications of Indiana, Inc.         (812) 284-7363         810 Eastern Blvd         Clarksville         IN         47129-2337           Bio-Medical Applications of Indiana, Inc.         (812) 944-3265         807 Talaina Pl         New Albany         IN         47150-3266           Bio-Medical Applications of Indian				•	•		
Bio-Medical Applications of Indiana, Inc.         (812) 234-5776         1705 E Industrial Dr         Terre Haute         IN         47802-9130           Bio-Medical Applications of Indiana, Inc.         (812) 883-9187         102 Connie Ave         Ste 104         Salem         IN         47167-2312           Bio-Medical Applications of Indiana, Inc.         (812) 275-1084         3253 Shawnee Dr S         Bedford         IN         47421-5277           Bio-Medical Applications of Indiana, Inc.         (812) 238-1402         4001 Wabash Ave         Terre Haute         IN         47804-4073           Bio-Medical Applications of Indiana, Inc.         (812) 234-1242         4001 Wabash Ave         Terre Haute         IN         47804-4073           Bio-Medical Applications of Indiana, Inc.         (812) 237-7131         1708 Cragmont St         Madison         IN         47250-2808           Bio-Medical Applications of Indiana, Inc.         (812) 288-7638         810 Eastern Blvd         Clarksville         IN         47129-2337           Bio-Medical Applications of Indiana, Inc.         (812) 944-3265         807 Talaina Pl         New Albany         IN         47150-3267           Bio-Medical Applications of Indiana, Inc.         (812) 943-3265         807 Talaina Pl         New Albany         IN         47304-4815           Bio-Medical Applications of		· ·	•				
Bio-Medical Applications of Indiana, Inc.   812   883-9187   102 Connie Ave   Ste 104   Salem   IN   47167-2312   810-Medical Applications of Indiana, Inc.   812   275-1084   3253 Shawnee Dr S   Bedford   IN   47421-5277   810-Medical Applications of Indiana, Inc.   812   238-1400   351 Maiden Ln   Terre Haute   IN   47804-4073   810-Medical Applications of Indiana, Inc.   812   234-1242   4001 Wabash Ave   Terre Haute   IN   47803-1407   47803-1407   4790-12808   4001 Wabash Ave   Terre Haute   IN   47803-1407   4790-12808   4790							
Bio-Medical Applications of Indiana, Inc.   (812) 275-1084   3253 Shawnee Dr S   Bedford   IN   47421-5277   Bio-Medical Applications of Indiana, Inc.   (812) 238-1400   351 Maiden Ln   Terre Haute   IN   47804-4073   47804-				Ste 104			
Bio-Medical Applications of Indiana, Inc.  (812) 238-1400 (812) 234-1242 (812) 234-1242 (812) 234-1242 (812) 234-1242 (812) 234-1242 (812) 234-1242 (812) 237-7131 (812) 273-7131 (812) 273-7131 (812) 273-7131 (812) 288-7638 (812) 28		• •					
Bio-Medical Applications of Indiana, Inc.  (812) 234-1242 4001 Wabash Ave Terre Haute IN 47803-1647 Bio-Medical Applications of Indiana, Inc. (812) 273-7131 1708 Cragmont St Bio-Medical Applications of Indiana, Inc. (812) 288-7638 810 Eastern Blvd Clarksville IN 47129-2337 Bio-Medical Applications of Indiana, Inc. (812) 288-7638 810 Eastern Blvd Clarksville IN 47129-2337 Bio-Medical Applications of Indiana, Inc. (812) 944-3265 807 Talaina Pl Rew Albany IN 47150-3267 Bio-Medical Applications of Indiana, Inc. (812) 944-3265 807 Talaina Pl Rew Albany IN 47304-4815 Bio-Medical Applications of Indiana, Inc. (765) 284-3049 4021 W Kilgore Ave Muncie IN 47304-4815 Bio-Medical Applications of Indiana, Inc. (812) 663-2367 999 N Michigan Ave Ste 201 Franklin IN 47240-1487 Bio-Medical Applications of Indiana, Inc. (812) 738-6200 1141 Hospital Dr Nw Ste B-1 Corydon IN 47112-2164 Bio-Medical Applications of Indiana, Inc. (765) 557-2362 1805 S Anderson St Bio-Medical Applications of Indiana, Inc. (765) 653-0000 316 Medic Way  Terre Haute IN 47803-1647 Madison IN 47250-2808 IN 47250-2808 IN 47250-2808 IN 47240-1487 Bio-Medical Applications of Indiana, Inc. (765) 557-2362 1805 S Anderson St Bio-Medical Applications of Indiana, Inc. (765) 653-0000 316 Medic Way  Terre Haute IN 47803-1647 IN 47250-2808 IN 47250-2808 IN 47240-1487 IN 46036-3323 IN 46036-3323		, ,					
Bio-Medical Applications of Indiana, Inc.       (812) 273-7131       1708 Cragmont St       Madison       IN       47250-2808         Bio-Medical Applications of Indiana, Inc.       (812) 288-7638       810 Eastern Blvd       Clarksville       IN       47129-2337         Bio-Medical Applications of Indiana, Inc.       (765) 649-4792       1815 Jackson St       Anderson       IN       46016-1624         Bio-Medical Applications of Indiana, Inc.       (812) 944-3265       807 Talaina Pl       New Albany       IN       47150-3267         Bio-Medical Applications of Indiana, Inc.       (765) 284-3049       4021 W Kilgore Ave       Muncie       IN       47304-4815         Bio-Medical Applications of Indiana, Inc.       (317) 736-0465       1159 W Jefferson St       Ste 201       Franklin       IN       47240-1487         Bio-Medical Applications of Indiana, Inc.       (812) 663-2367       999 N Michigan Ave       Greensburg       IN       47240-1487         Bio-Medical Applications of Indiana, Inc.       (812) 738-6200       1141 Hospital Dr Nw       Ste B-1       Corydon       IN       47112-2164         Bio-Medical Applications of Indiana, Inc.       (765) 557-2362       1805 S Anderson St       Elwood       IN       46036-3323         Bio-Medical Applications of Indiana, Inc.       (765) 653-0000       316 Medic Way							
Bio-Medical Applications of Indiana, Inc.  (812) 288-7638  810 Eastern Blvd  (765) 649-4792  1815 Jackson St  Anderson  IN 46016-1624  Bio-Medical Applications of Indiana, Inc.  (812) 944-3265  Bio-Medical Applications of Indiana, Inc.  (812) 944-3265  Bio-Medical Applications of Indiana, Inc.  (812) 944-3265  Bio-Medical Applications of Indiana, Inc.  (765) 284-3049  4021 W Kilgore Ave  Muncie  IN 47150-3267  Wew Albany  IN 47304-4815  Bio-Medical Applications of Indiana, Inc.  (317) 736-0465  1159 W Jefferson St  Ste 201  Franklin  IN 46131-2795  Bio-Medical Applications of Indiana, Inc.  (812) 663-2367  999 N Michigan Ave  Greensburg  IN 47240-1487  Bio-Medical Applications of Indiana, Inc.  (812) 738-6200  1141 Hospital Dr Nw  Ste B-1  Corydon  IN 47112-2164  Bio-Medical Applications of Indiana, Inc.  (765) 557-2362  1805 S Anderson St  Elwood  IN 46036-3323  Bio-Medical Applications of Indiana, Inc.  Greencastle  IN 46135-2296							
Bio-Medical Applications of Indiana, Inc.  (765) 649-4792 (812) 944-3265 (807 Talaina Pl  (812) 944-3265 (765) 284-3049 (766) 284-3049 (766)			<u>.                                      </u>				
Bio-Medical Applications of Indiana, Inc.  Corydon  IN 4712-2164  Bio-Medical Applications of Indiana, Inc.  Bio-Medical Applications of Indiana, Inc.  Bio-Medical Applications of Indiana, Inc.  Corydon  IN 46036-3323  Bio-Medical Applications of Indiana, Inc.  Corencatie  IN 46135-2296		, ,					
Bio-Medical Applications of Indiana, Inc.  Bio-Medical Applications of Indiana, Inc.  Bio-Medical Applications of Indiana, Inc.  (317) 736-0465 1159 W Jefferson St Ste 201 Franklin IN 46131-2795  Bio-Medical Applications of Indiana, Inc.  (812) 663-2367 999 N Michigan Ave Greensburg IN 47240-1487  Bio-Medical Applications of Indiana, Inc.  (812) 738-6200 1141 Hospital Dr Nw Ste B-1 Corydon IN 47112-2164  Bio-Medical Applications of Indiana, Inc.  (765) 557-2362 1805 S Anderson St Elwood IN 46036-3323  Bio-Medical Applications of Indiana, Inc.  (765) 653-0000 316 Medic Way  Franklin IN 47304-4815  Ste 201 Franklin IN 47240-1487  Bro-Medical Applications of Indiana, Inc.  Greensburg IN 47112-2164  Bio-Medical Applications of Indiana, Inc.  Greencastle IN 46036-3323							
Bio-Medical Applications of Indiana, Inc.  (317) 736-0465 (812) 663-2367 (812) 663-2367 (812) 738-6200 (812) 73					•		
Bio-Medical Applications of Indiana, Inc.  (812) 663-2367  (812) 663-2367  (812) 663-2367  (812) 663-2367  (812) 738-6200  (81				Ste 201			
Bio-Medical Applications of Indiana, Inc.  (812) 738-6200  1141 Hospital Dr Nw  Ste B-1  Corydon  IN 47112-2164  Bio-Medical Applications of Indiana, Inc.  (765) 557-2362  Bio-Medical Applications of Indiana, Inc.  (765) 653-0000  316 Medic Way  Greencastle  IN 46135-2296		· ·					
Bio-Medical Applications of Indiana, Inc.  (765) 557-2362  Bio-Medical Applications of Indiana, Inc.  (765) 557-2362  (765) 653-0000  316 Medic Way  Greencastle  IN 46036-3323  46135-2296		, ,	_	Ste B-1			
Bio-Medical Applications of Indiana, Inc. (765) 653-0000 316 Medic Way Greencastle IN 46135-2296		· ·	•	J.C D 1	· · · · · · · · · · · · · · · · · · ·		
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EVELEN DEGILICATE DICIONAL DI TOTALI IN TATALA DE LA CALLA DEL CALLA DE LA CALLA DE LA CALLA DE LA CALLA DEL CALLA DE LA CALLA	Everest Healthcare Indiana, Inc.	(812) 425-4111	230 Bellemeade Ave		Evansville	IN	47713-1771
FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC (574) 273-6777 250 E Day Rd Ste 3000a Mishawaka IN 46545-3471				Sta 3000a			
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FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC (574) 936-2754 2855 Miller Dr Ste 209 Plymouth IN 46563-8096	Tivis Nephrology Farthers North Central Indiana Dialysis Centers, LLC	(3/4) 330-2/54	2000 ועוווופר טו	31E 209	riyiiloutii	IIN	40303-8090

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC	(574) 273-6776	710 Park Pl		Mishawaka	IN	46545-3519
FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC	(219) 324-0944	2910 Monroe St		Laporte	IN	46350-5249
FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC	(574) 246-7000	6201 Nimtz Pkwy		South Bend	IN	46628-6117
FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC	(574) 294-4444	700 Waterbury Park Dr		Elkhart	IN	46517-2339
Fresenius Medical Care Bluffton, LLC	(260) 827-0359	1100 S Main St		Bluffton	IN	46714-3615
Fresenius Medical Care Chicagoland, LLC	(219) 836-9317	314 Ridge Rd		Munster	IN	46321-1528
Fresenius Medical Care Fishers, LLC	(317) 773-6638	13648 Olivia Way		Fishers	IN	46037-7687
Fresenius Medical Care Fort Wayne, LLC	(765) 472-1531	25 W 2nd St		Peru	IN	46970-2160
Fresenius Medical Care Fort Wayne, LLC	(260) 927-1309	1144 W 15th St		Auburn	IN	46706-2096
Fresenius Medical Care Fort Wayne, LLC	(260) 355-0510	2859 Northpark Ave	Ste 112	Huntington	IN	46750-7959
Fresenius Medical Care Fort Wayne, LLC	(574) 269-3553	3334 Lake City Hwy		Warsaw	IN	46580-3923
Fresenius Medical Care Fort Wayne, LLC	(765) 662-9792	1797 W Kem Rd		Marion	IN	46952-1733
Fresenius Medical Care Fort Wayne, LLC	(260) 724-8303	817 S 13th St		Decatur	IN	46733-1891
Fresenius Medical Care Griffith, LLC	(219) 838-7777	926 N Broad St		Griffith	IN	46319-1528
Fresenius Medical Care Indiana, LLC	(317) 543-5128	9140 Harrison Park Ct		Indianapolis	IN	46216-2107
Fresenius Medical Care Indiana, LLC	(317) 791-8362	6826 Madison Ave		Indianapolis	IN	46227-5000
Fresenius Medical Care Indiana, LLC	(317) 353-8900	6701 E 21st St		Indianapolis	IN	46219-5558
Fresenius Medical Care Indiana, LLC	(317) 228-0169	1225 W 86th St		Indianapolis	IN	46260-2203
Fresenius Medical Care Indiana, LLC	(317) 484-3550	805 Beachway Dr		Indianapolis	IN	46224-7785
Fresenius Medical Care Indiana, LLC	(317) 865-8520	1350 E County Line Rd	Ste L	Indianapolis	IN	46227-0900
Fresenius Medical Care Indiana, LLC	(317) 398-6695	2500 Parkway Dr		Shelbyville	IN	46176-8677
Fresenius Medical Care Indiana, LLC	(317) 770-8900	, 165 Sheridan Rd		, Noblesville	IN	46060-1310
Fresenius Medical Care Indiana, LLC	(317) 924-8104	3007 Dr Andrew J Brown Ave		Indianapolis	IN	46205-4026
Fresenius Medical Care Indiana, LLC	(317) 462-4743	1051 N State St		Greenfield	IN	46140-1205
Fresenius Medical Care Indiana, LLC	(317) 578-8401	7155 Shadeland Station Way	Ste 130	Indianapolis	IN	46256-3940
Fresenius Medical Care Indiana, LLC	(317) 353-8207	1740 Industry Dr	Ste A	Indianapolis	IN	46219-2738
Fresenius Medical Care Indiana, LLC	(317) 575-8312	12400 N Meridian St	Two Meridian Park Plaza	•	IN	46032-4601
Fresenius Medical Care NAK Scott County, LLC	(812) 754-0630	130 Westavia Blvd		Scottsburg	IN	47170-5953
Fresenius Medical Care NW Indiana, LLC	(219) 398-9348	4016 Main St		East Chicago	IN	46312-2811
Fresenius Medical Care NW Indiana, LLC	(219) 791-1000	8670 Broadway		Merrillville	IN	46410-7034
Fresenius Medical Care NW Indiana, LLC	(219) 980-2860	3290 Grant St		Gary	IN	46408-1015
Fresenius Medical Care NW Indiana, LLC	(219) 762-5731	5950 Us Highway 6		Portage	IN	46368-4946
Fresenius Medical Care NW Indiana, LLC	(219) 662-2648	851 W Burrell Dr		Crown Point	IN	46307-8898
Fresenius Medical Care NW Indiana, LLC	(219) 933-2089	5454 Hohman Ave	Renal Bldg	Hammond	IN	46320-1931
Fresenius Medical Care NW Indiana, LLC	(219) 322-3710	2150 Gettler St		Dyer	IN	46311-2380
Fresenius Medical Care NW Indiana, LLC	(219) 947-9289	1330 S Wisconsin St		Hobart	IN	46342-5502
Fresenius Medical Care Nephrology Partners Renal Care Centers, LLC	(574) 533-9031	2257 Karisa Dr	Ste 1	Goshen	IN	46526-6942
Fresenius Medical Care Nephrology and Internal Medicine Dialysis Centers, LLC	(317) 632-1273	1420 N Senate Ave	316 1	Indianapolis	IN	46202-2211
Fresenius Medical Care Nephrology and Internal Medicine Dialysis Centers, LLC	(317) 718-0347	1594 E Main St		Danville	IN	46122-1933
Fresenius Medical Care Nephrology and Internal Medicine Dialysis Centers, LLC	(765) 349-9429	2084 Hospital Dr		Martinsville	IN	46151-1805
Fresenius Medical Care Nephrology and Internal Medicine Dialysis Centers, LLC	(317) 923-4520	2480 N Meridian St		Indianapolis	IN	46208-5732
Fresenius Medical Care South Bend, LLC	(574) 246-0752	320 S Saint Joseph St		South Bend	IN	46601-2308
Liberty Dialysis-Hammond LLC	(219) 228-4477	7214 Calumet Ave		Hammond	IN	46324-2408
Liberty Dialysis-Lafayette LLC	(765) 502-4265	1020 N 18th St		Lafayette	IN	47904-2279
Liberty Dialysis-Lafayette LLC	(765) 656-3377	1300 S Jackson St		Frankfort	IN	46041-3313
Liberty Dialysis-Lafayette LLC Liberty Dialysis-Lafayette LLC	(765) 420-8000	1020 N 18th St		Lafayette	IN	47904-2279
Liberty Dialysis-Lafayette LLC	(574) 583-3576	810 S 6th St	Ste I	Monticello	IN	47960-8201
Liberty Dialysis-Lafayette LLC Liberty Dialysis-Lafayette LLC	(765) 359-1613	1710 Lafayette Rd	JLE I	Crawfordsville	IN	47960-8201
Liberty Dialysis-Lebanon LLC	(107) 222-1012	2605 N Lebanon St				46052-1476
Liberty Dialysis-Lebanon LLC Liberty Dialysis-Lebanon LLC	(76E) 40E 0E22	2485 N Lebanon St		Lebanon	IN	
·	(765) 485-0533			Lebanon	IN	46052-1186 46925-1611
Maumee Dialysis Services, LLC	(260) 489-9255	10204 Dupont Circle Dr E		Fort Wayne	IN	46825-1611

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line	2 City/Town	State	Zip Code + 4 digit
NRA-Inpatient Dialysis, LLC	(765) 747-3504	2401 W University Ave		Muncie	IN	47303-3428
NRA-New Castle, Indiana, LLC	(765) 521-0938	101 Emerson Ave		New Castle	IN	47362-4658
NRA-Winchester, Indiana, LLC	(765) 584-8000	409 E Greenville Ave	Ste 500	Winchester	IN	47394-9436
RCG Bloomington, LLC	(812) 847-3811	1204 N 1000 W		Linton	IN	47441-5013
CG Bloomington, LLC	(812) 333-5600	575 S Patterson Dr		Bloomington	IN	47403-2126
CG Bloomington, LLC	(812) 829-3385	11 N Crane Ave		Spencer	IN	47460-1507
CG Columbus, LLC	(812) 375-0254	2325 18th St	Ste 120	Columbus	IN	47201-5387
CG Columbus, LLC	(812) 524-9885	200 E 3rd St		Seymour	IN	47274-1682
CG Indiana, L.L.C.		7343 Clearvista Dr	Dialysis	Indianapolis	IN	46256-4602
CG Indiana, L.L.C.		8050 Township Line Rd		Indianapolis	IN	46260-2478
CG Indiana, L.L.C.	(317) 338-3113	2001 W 86th St		Indianapolis	IN	46260-1902
CG Indiana, L.L.C.	(317) 770-2925	165 Sheridan Rd		Noblesville	IN	46060-4337
CG Indiana, L.L.C.	(812) 376-5208	2400 17th St		Columbus	IN	47201-5351
CG Indiana, L.L.C.	(765) 453-0052	1200 Reid Parkway Drive		Richmond	IN	47374
CG Indiana, L.L.C.	(765) 453-0052	2350 S Dixon Rd		Kokomo	IN	46902-6419
CG Indiana, L.L.C.	(765) 962-5611	940 Chester Blvd		Richmond	IN	47374-2317
CG Indiana, L.L.C.	(260) 432-4225	7836 W Jefferson Blvd	Ste Ll10	Fort Wayne	IN	46804-4165
CG Indiana, L.L.C.	(260) 749-1004	1308 Minnich Rd		New Haven	IN	46774-2052
CG Indiana, L.L.C.	(765) 453-0052	2350 S Dixon Rd	Ste 450	Kokomo	IN	46902-6421
CG Indiana, L.L.C.	(574) 739-0326	1333 Smith St		Logansport	IN	46947-1556
CG Indiana, L.L.C.	(765) 827-1225	6049 Industrial Ave N		Connersville	IN	47331-7713
enal Care Group Terre Haute, LLC	(812) 234-0020	315 E Springhill Dr		Terre Haute	IN	47802-4442
oheresis Care Group, Inc.	(630) 478-7600	501 W Lake St		Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	, ,	501 W Lake St	Ste 207	Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	(708) 343-1646	501 W Lake St	Ste 207	Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	(217) 876-2181	2300 N Edward St	Decatur Memorial Ho		IL	62526-4163
o-Medical Applications of Illinois, Inc.	(618) 549-0721	405 W Jackson St		Carbondale	IL	62901-1462
o-Medical Applications of Illinois, Inc.	(630) 478-7600	501 W Lake St		Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	(630) 478-7600	501 W Lake St	Ste 207	Elmhurst	IL	60126-1419
io-Medical Applications of Illinois, Inc.	(630) 478-7600	501 W Lake St		Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	(630) 478-7600	501 W Lake St	Ste 207	Elmhurst	IL	60126-1419
o-Medical Applications of Illinois, Inc.	(630) 478-7600	501 W Lake St	333 _37	Elmhurst	IL	60126-1419
io-Medical Applications of Illinois, Inc.	(618) 542-2271	825 Sunset Ave		Du Quoin	IL	62832-1913
o-Medical Applications of Illinois, Inc.	(618) 993-1625	900 Skyline Dr	Ste 200	Marion	IL	62959-4974
o-Medical Applications of Illinois, Inc.	(618) 351-8031	1425 E Main St	310 200	Carbondale	IL	62901-3141
o-Medical Applications of Illinois, Inc.	(618) 826-4411	102 Memorial Dr		Chester	IL	62233-1470
o-Medical Applications of Illinois, Inc.	(618) 463-5584	7 Professional Dr		Alton	IL	62002-5067
o-Medical Applications of Illinois, Inc.	(618) 252-1109	275 Small St		Harrisburg	IL	62946-3352
alysis Centers of America - Illinois, Inc.	(309) 655-2765	Osf Medical Center, 530 Ne Gl	en Oak A Suite 4500	Peoria	IL	61637-0001
alysis Centers of America - Illinois, Inc.	(815) 844-4340	804 W Madison St	en ouk / suite 1500	Pontiac	IL	61764-1624
ialysis Centers of America - Illinois, Inc.	(630) 833-1446	133 E Brush Hill Rd	Ste 410	Elmhurst	IL	60126-5662
ialysis Centers of America - Illinois, Inc.	(309) 243-2200	10405 N Juliet Ct	310 410	Peoria	IL	61615-1152
alysis Centers of America - Illinois, Inc.	(847) 581-1620	9801 Woods Dr		Skokie	IL	60077-1074
alysis Centers of America - Illinois, Inc.	(847) 869-9436	2953 Central St		Evanston	IL	60201-1245
alysis Centers of America - Illinois, Inc.	(815) 434-0714	1601 Mercury Ct	3a	Ottawa	IL	61350-9323
ialysis Centers of America - Illinois, Inc.	(773) 262-7147	2277 W Howard St	Ja	Chicago	IL	60645-1922
ialysis Centers of America - Illinois, Inc.	, ,	2601 Harlem Ave		-		60402-2100
·	(708) 484-7300 (708) 202 1665			Berwyn	IL II	
ialysis Centers of America - Illinois, Inc.	(708) 293-1665	4815 Midlothian Tpke		Crestwood	IL II	60445-2129
ialysis Centers of America - Illinois, Inc.	(708) 403-2790 (773) 548-5714	9160 W 159th St	C+~ 10	Orland Park	IL II	60462-5648
ialysis Centers of America - Illinois, Inc.	(773) 548-5714	5401 S Wentworth Ave	Ste 18	Chicago	IL ''	60609-6349
Dialysis Centers of America - Illinois, Inc.	(309) 698-8300	3300 N Main St		East Peoria	IL	61611-156

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Dialysis Centers of America - Illinois, Inc.	(815) 664-4585	12 Wolfer Industrial Park		Spring Valley	IL	61362-9702
Dialysis Centers of America - Illinois, Inc.	(309) 647-2636	340 S Avenue B		Canton	IL	61520-3047
Dialysis Centers of America - Illinois, Inc.	(312) 913-0000	1717 S Wabash Ave		Chicago	IL	60616-1219
Dialysis Centers of America - Illinois, Inc.	(309) 347-0052	3521 Veterans Dr		Pekin	IL	61554-9300
Dialysis Centers of America - Illinois, Inc.	(309) 637-4100	410 W Romeo B Garrett Ave		Peoria	IL	61605-2401
Dialysis Centers of America - Illinois, Inc.	(815) 434-2125	1601 Mercury Ct	Ste 3	Ottawa	IL	61350-9333
Dialysis Centers of America - Illinois, Inc.	(309) 854-0917	230 W South St		Kewanee	IL	61443-3685
Dialysis Centers of America - Illinois, Inc.	(312) 274-0202	710 N Fairbanks Ct	Olson Pavilion, 4-200	Chicago	IL	60611-3013
Dialysis Centers of America - Illinois, Inc.	(217) 423-6760	1830 S 44th St		Decatur	IL	62521-5147
Dialysis Centers of America - Illinois, Inc.	(217) 876-8663	302 W Hay St	Ste Ll102	Decatur	IL	62526-4167
Dialysis Centers of America - Illinois, Inc.	(708) 478-1815	8910 W 192nd St	Ste Ab	Mokena	IL	60448-8110
Du Page Dialysis, Ltd.	(708) 409-7780	2400 Wolf Rd	Ste 101a	Westchester	IL	60154-5635
Fresenius Medical Care Batavia, LLC	(630) 406-1690	2580 W Fabyan Pkwy		Batavia	IL	60510-1572
Fresenius Medical Care Chatham, LLC	(773) 723-2536	8710 S Holland Rd		Chicago	IL	60620-1332
Fresenius Medical Care Chicagoland, LLC	(708) 422-7764	8901 S Kedzie Ave		Evergreen Park	IL	60805-1222
Fresenius Medical Care Chicagoland, LLC	(708) 754-5898	15 Independence Dr		Chicago Heights	IL	60411-4198
Fresenius Medical Care Chicagoland, LLC	(773) 239-4362	9924 S Vincennes Ave		Chicago	IL	60643-1303
Fresenius Medical Care Chicagoland, LLC	(312) 733-7335	215 S Aberdeen St		Chicago	IL	60607-2901
Fresenius Medical Care Chicagoland, LLC	(773) 650-5900	4616 S Bishop St		Chicago	IL	60609-3240
Fresenius Medical Care Chicagoland, LLC	(773) 995-1783	132 W 111th St		Chicago	IL	60628-4215
Fresenius Medical Care Chicagoland, LLC	(773) 229-8268	6201 W 63rd St		Chicago	IL	60638-5009
Fresenius Medical Care Chicagoland, LLC	(773) 248-3105	4008 N Broadway St		Chicago	IL	60613-2111
Fresenius Medical Care Chicagoland, LLC	(847) 581-0334	9371 N Milwaukee Ave		Niles	IL	60714-1303
Fresenius Medical Care Chicagoland, LLC	(708) 229-0584	4811 W 77th St		Burbank	IL	60459-1586
Fresenius Medical Care Chicagoland, LLC	(708) 798-2899	17524 E Carriageway Dr	Ste 4	Hazel Crest	IL	60429-2188
Fresenius Medical Care Chicagoland, LLC	(773) 685-7500	4943 W Belmont Ave		Chicago	IL	60641-4332
Fresenius Medical Care Chicagoland, LLC	(773) 374-9002	2420 E 79th St		Chicago	IL	60649-5112
Fresenius Medical Care Chicagoland, LLC	(708) 474-8700	17225 Paxton Ave		South Holland	IL	60473-3757
Fresenius Medical Care Chicagoland, LLC	(773) 734-7433	9200 S South Chicago Ave		Chicago	IL	60617-4512
Fresenius Medical Care Chicagoland, LLC	(847) 394-6250	4180 Winnetka Ave		Rolling Meadows	IL	60008-1375
Fresenius Medical Care Chicagoland, LLC	(773) 545-3693	4800 N Kilpatrick Ave		Chicago	IL	60630-1725
Fresenius Medical Care Chicagoland, LLC	(708) 456-0152	4701 N Cumberland Ave	Ste 20	Norridge	IL	60706-4277
Fresenius Medical Care Chicagoland, LLC	(773) 778-7609	6535 S Western Ave		Chicago	IL	60636-2410
Fresenius Medical Care Chicagoland, LLC	(708) 338-1780	1111 Superior St	Westlake Hospital Ste 20	04 Melrose Park	IL	60160-4156
Fresenius Medical Care Chicagoland, LLC	(847) 310-0074	3150 W Higgins Rd	Ste 190	Hoffman Estates	IL	60169-7249
Fresenius Medical Care Chicagoland, LLC	(312) 834-0653	557 W Polk St	Ste 100	Chicago	IL	60607-4389
Fresenius Medical Care Chicagoland, LLC	(773) 890-4330	825 W 35th St		Chicago	IL	60609-1511
Fresenius Medical Care Chicagoland, LLC	(773) 248-0462	2620 W Addison St		Chicago	IL	60618-5905
Fresenius Medical Care Cicero, LLC	(708) 652-7089	3000 S Cicero Ave		Cicero	IL	60804-3638
Fresenius Medical Care Des Plaines, LLC	(847) 795-0014	1625 Oakton Pl		Des Plaines	IL	60018-2002
Fresenius Medical Care East Aurora, LLC	(630) 585-1228	810 N Farnsworth Ave		Aurora	IL	60505-2438
Fresenius Medical Care Elgin, LLC	(847) 428-3690	2130 Point Blvd	Ste 800	Elgin	IL	60123-9219
Fresenius Medical Care Galesburg, LLC	(309) 342-0008	765 N Kellogg St	Ste 101	Galesburg	IL	61401-2859
Fresenius Medical Care Galesburg, LLC	(309) 351-7310	725 N Seminary St		Galesburg	IL	61401-2849
Fresenius Medical Care Joliet Home, LLC	(815) 729-1110	95 N 129th Infantry Dr		Joliet	IL	60435-5134
Fresenius Medical Care Koke Mill, LLC	(217) 546-9853	2550 S Koke Mill Rd		Springfield	IL	62711-9617
Fresenius Medical Care Lake Bluff, LLC	(847) 735-0870	101 Waukegan Rd	Ste 700	Lake Bluff	IL	60044-1687
Fresenius Medical Care Lake County, LLC	(847) 740-5281	401 W Nippersink Rd		Round Lake	IL	60073-3280
Fresenius Medical Care Lake County, LLC	(847) 395-5854	311 W Depot St		Antioch	IL	60002-1500
•	(815) 363-7254	4312 W Elm St		Mchenry	IL	60050-4003
Fresenius Medical Care Lake County, LLC	(0131303-7234	TOTA AA CIIII OL				00030 4003

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Lake County, LLC	(847) 599-1346	110 N West St		Waukegan	IL	60085-4330
Fresenius Medical Care Lemont, LLC	(630) 243-0393	16177 W 127th St		Lemont	IL	60439-7501
Fresenius Medical Care Logan Square, LLC	(773) 292-2971	2721 N Spaulding Ave		Chicago	IL	60647-1338
Fresenius Medical Care Lombard, LLC	(630) 693-0394	1940 Springer Dr		Lombard	IL	60148-6419
Fresenius Medical Care Monmouth, LLC	(309) 734-4270	1225 N Main St		Monmouth	IL	61462-1210
Fresenius Medical Care Mount Prospect, LLC	(847) 640-7101	1710 W Golf Rd		Mt Prospect	IL	60056-4071
Fresenius Medical Care Naperbrook, LLC	(630) 427-0918	7550 Janes Ave		Woodridge	IL	60517-2926
Fresenius Medical Care Naperbrook, LLC	(630) 428-9769	2451 S Washington St		Naperville	IL	60565-5419
Fresenius Medical Care Normal, LLC	(309) 664-2284	1404 Eastland Dr	Ste 103	Bloomington	IL	61701-7904
Fresenius Medical Care Normal, LLC	(309) 663-7165	1505 Eastland Dr	Medical Plaza Lower Lev	el Bloomington	IL	61701-3534
Fresenius Medical Care Normal, LLC	(309) 451-1171	1531 E College Ave	Ste 1	Normal	IL	61761-6195
Fresenius Medical Care Oak Forest, LLC	(708) 535-0080	5340a 159th St		Oak Forest	IL	60452-4702
Fresenius Medical Care Palatine, LLC	(847) 963-4299	691 E Dundee Rd		Palatine	IL	60074-2817
Fresenius Medical Care Plainfield North, LLC	(815) 577-2898	24024 W Riverwalk Ct		Plainfield	IL	60544-7127
Fresenius Medical Care Quad Cities, LLC	(309) 781-1782	400 John Deere Rd		Moline	IL	61265-6898
Fresenius Medical Care Quad Cities, LLC	(309) 786-1400	2623 17th St		Rock Island	IL	61201-5345
Fresenius Medical Care Quad Cities, LLC	(309) 792-3517	880 Crosstown Ave		Silvis	IL	61282-1621
Fresenius Medical Care Quad Cities, LLC	(309) 582-2227	409 Nw 9th Ave		Aledo	IL	61231-1258
Fresenius Medical Care Quad Cities, LLC	(815) 284-0555	101 W 2nd St	Ste 200	Dixon	IL	61021-3050
Fresenius Medical Care Quad Cities, LLC	(309) 945-1787	600 N College Ave	Ste 150	Geneseo	IL	61254-1092
Fresenius Medical Care Quad Cities, LLC	(309) 762-5570	400 John Deere Rd		Moline	IL	61265-6898
Fresenius Medical Care River Forest, LLC	(708) 488-9258	103 Forest Ave		River Forest	IL	60305-2003
Fresenius Medical Care River Forest, LLC	(708) 386-8757	733 Madison St		Oak Park	IL	60302-4419
Fresenius Medical Care Sandwich, LLC	(815) 786-8470	1310 N Main St	Ste 105	Sandwich	IL	60548-1395
Fresenius Medical Care Schaumburg, LLC	(847) 534-0190	815 W Wise Rd		Schaumburg	IL	60193-3819
Fresenius Medical Care South Deering, LLC	(773) 768-7100	10559 S Torrence Ave		Chicago	IL	60617-6154
Fresenius Medical Care Summit, LLC	(708) 594-1777	7320 W Archer Ave		Summit	IL	60501-1230
Fresenius Medical Care Summit, LLC	(312) 243-1139	1806 W Hubbard St		Chicago	IL	60622-6235
Fresenius Medical Care West Frankfort Home, LLC	(618) 932-2643	5 W Frankfort Plz		West Frankfort	IL	62896-4964
Fresenius Medical Care West Willow, LLC	(773) 772-4079	1444 W Willow St		Chicago	IL	60642-1524
Fresenius Medical Care Zion, LLC	(847) 731-7010	1920 Sheridan Rd		Zion	IL	60099-1890
Fresenius Medical Care of Illinois, LLC	(618) 398-8181	6525 W Main St		Belleville	IL	62223-3703
Fresenius Medical Care of Illinois, LLC	(773) 276-6802	3520 W Grand Ave		Chicago	IL	60651-4009
Fresenius Medical Care of Illinois, LLC	(618) 939-6156	624 Voris Jost Dr		Waterloo	IL	62298-4230
Fresenius Medical Care of Illinois, LLC	(847) 579-0675	1657 Old Skokie Rd		Highland Park	IL	60035-2349
Fresenius Medical Care of Illinois, LLC	(847) 441-4031	480 Central Ave		Northfield	IL	60093-3016
Fresenius Medical Care of Illinois, LLC	(312) 738-2587	1340 S Damen Ave		Chicago	IL	60608-1169
Fresenius Medical Care of Illinois, LLC	(630) 753-9295	516 W 5th Ave		Naperville	IL	60563-2901
Fresenius Medical Care of Illinois, LLC	(630) 554-4783	1051 Station Dr		Oswego	IL	60543-5008
Fresenius Medical Care of Illinois, LLC	(847) 559-0374	405 Lake Cook Rd	Ste A13	Deerfield	IL	60015-5284
Fresenius Medical Care of Illinois, LLC	(309) 833-4036	210 E Calhoun St	3337.25	Macomb	IL	61455-1504
Fresenius Medical Care of Illinois, LLC	(708) 754-3770	219 E 34th St		Steger	IL	60475-1201
Fresenius Medical Care of Illinois, LLC	(847) 949-3904	1402 Townline Rd		Mundelein	IL	60060-4433
Fresenius Medical Care of Illinois, LLC	(630) 758-2490	501 W Lake St	Ste 201	Elmhurst	IL	60126-1419
Fresenius Medical Care of Illinois, LLC	(630) 293-5952	1859 N Neltnor Blvd	2.2.201	West Chicago	IL	60185-5900
Fresenius Medical Care of Illinois, LLC	(815) 673-2200	2356 N Bloomington St		Streator	IL	61364-1308
Fresenius Medical Care of Plainfield, LLC	(815) 230-2267	2320 Michas Dr		Plainfield	IL	60586-5045
Fresenius Medical Care of Plainfield, LLC	(815) 726-8619	721 E Jackson St		Joliet	IL	60432-2560
Metropolis Dialysis Services, LLC	(618) 524-3046	20 Hospital Dr		Metropolis	IL	62960-2462
RAI Care Centers of Illinois I, LLC	(618) 526-7370	160 N Main St		Breese	IL	62230-1630
RAI Care Centers of Illinois I, LLC	(618) 622-0634	124 Regency Park	Ste 1	O Fallon	IL	62269-1994
iva care centers of minors i, the	(010) 022-0034	124 Negelicy Faik	Sic 1	O I alloll	IL	02203-1334

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
RAI Care Centers of Illinois II, LLC	(217) 787-3310	1112 Centre West Dr		Springfield	IL	62704-2100
Renal Care Group Chicago Southside, LLC	(708) 389-9099	11630 S Kedzie Ave		Merrionette Parl	IL	60803-6302
Renal Care Group Chicago Southside, LLC	(708) 389-9099	11630 S Kedzie Ave		Merrionette Parl	IL	60803-6302
Renal Care Group Chicago Uptown, LLC	(773) 989-8082	4700 N Marine Dr	Ste 200	Chicago	IL	60640-7974
Renal Research Institute, LLC	(217) 383-3496	611 W Park St		Urbana	IL	61801-2529
Renal Research Institute, LLC	(217) 384-3159	901 W University Ave	Ste 302	Urbana	IL	61801-2779
Renal Research Institute, LLC	(217) 328-4100	1405 W Park St	Ste 100	Urbana	IL	61801-2356
Ross Dialysis - Englewood, LLC	(773) 873-2000	6333 S Green St	Ste 1	Chicago	IL	60621-1943
SSKG, Inc.	(708) 747-0050	2609 Lincoln Hwy		Olympia Fields	IL	60461-1801
WSKC Dialysis Services, Inc.	(630) 892-7445	455 Mercy Ln		Aurora	IL	60506-2462
WSKC Dialysis Services, Inc.	(630) 759-1395	329 Remington Blvd	Ste 110	Bolingbrook	IL	60440-5894
WSKC Dialysis Services, Inc.	(708) 597-9933	12200 Western Ave	Ste 120	Blue Island	IL	60406-3507
WSKC Dialysis Services, Inc.	(630) 293-6356	450 E Roosevelt Rd	Ste 101	West Chicago	IL	60185-3905
WSKC Dialysis Services, Inc.	(630) 964-2605	3825 Highland Ave	Ste 102	Downers Grove	IL	60515-1560
WSKC Dialysis Services, Inc.	(847) 437-0824	901 Biesterfield Rd	Ste 400	Elk Grove Village	IL	60007-7331
WSKC Dialysis Services, Inc.	(847) 952-9866	901 Biesterfield Rd	Ste 401	Elk Grove Village	IL	60007-7331
WSKC Dialysis Services, Inc.	(847) 824-2006	4248 Commercial Way		Glenview	IL	60025-3573
WSKC Dialysis Services, Inc.	(773) 375-5668	1111 E 87th St	Ste 700	Chicago	IL	60619-7038
WSKC Dialysis Services, Inc.	(773) 947-7510	7531 S Stony Island Ave		Chicago	IL	60649-3954
WSKC Dialysis Services, Inc.	(708) 344-6122	911 W North Ave		Melrose Park	IL	60160-1516
WSKC Dialysis Services, Inc.	(773) 471-0400	3134 W 76th St		Chicago	IL	60652-1968
WSKC Dialysis Services, Inc.	(773) 772-9400	1044 N Mozart St	Ste 3	Chicago	IL	60622-4477
WSKC Dialysis Services, Inc.	(708) 386-5550	518 N Austin Ave	5th Fl.	Oak Park	IL	60302-2507
WSKC Dialysis Services, Inc.	(708) 389-0955	12250 S Cicero Ave	Ste 105	Alsip	IL	60803-2946
WSKC Dialysis Services, Inc.	(773) 287-0680	4800 W Chicago Ave	Ste 2a	Chicago	IL	60651-3223
WSKC Dialysis Services, Inc.	(773) 722-4245	3410 W Van Buren St		Chicago	IL	60624-3358
WSKC Dialysis Services, Inc.	(630) 924-7288	130 E Army Trail Rd		Glendale Heights	IL	60139-1647
WSKC Dialysis Services, Inc.	(630) 325-0309	6300 Kingery Hwy	Ste 408	Willowbrook	IL	60527-2271
Boise Dialysis LLC	(208) 846-9815	3525 E Louise Dr	Ste 100	Meridian	ID	83642-6303
Boise Dialysis LLC	(208) 846-9815	3525 E Louise Dr		Meridian	ID	83642-6303
Boise Dialysis Partners II, LLC	(208) 333-8315	1109 W Myrtle St	Ste 120	Boise	ID	83702-6971
Idaho Kidney Center-Blackfoot LLC	(208) 643-0876	, 245 Poplar St		Blackfoot	ID	83221
Inland NW Renal Care Group - Gritman Medical Center, LLC	(208) 882-1817	723 S Main St		Moscow	ID	83843-3041
Inland Northwest Renal Care Group, LLC	(208) 664-3064	2100 Ironwood Ct	Ste A	Coeur D Alene	ID	83814-2698
Inland Northwest Renal Care Group, LLC	(208) 777-6054	1300 E Mullan Ave	Ste 1200	Post Falls	ID	83854-6057
Inland Northwest Renal Care Group, LLC	(208) 762-4411	7600 N Mineral Dr	Ste 850	Coeur D Alene	ID	83815-7783
LDCD LLC	(208) 454-1101	4620 Enterprise Way		Caldwell	ID	83605-6764
Liberty Dialysis-Idaho Falls LLC	(208) 523-8500	2381 E Sunnyside Rd		Idaho Falls	ID	83404-7521
Liberty Dialysis-Nampa LLC	(208) 463-8558	280 W Georgia Ave		Nampa	ID	83686-2835
Liberty Pocatello Acutes LLC	(208) 478-5600	444 Hospital Way	Ste 600	Pocatello	ID	83201-2714
Pocatello Med Partners LLC	(208) 478-5600	444 Hospital Way	Ste 600	Pocatello	ID	83201-2714
SPLD LLC	(208) 263-4488	1210 Washington Ave	0.000	Sandpoint	ID	83864-5052
TFLD Partners, LLC	(208) 735-3914	350 N Haven St		Twin Falls	ID	83301-5788
Fresenius Kidney Care North Iowa, LLC	(641) 428-8061	1000 4th St Sw		Mason City	IA	50401-2800
Fresenius Kidney Care North Iowa, LLC	(515) 295-6132	215 W Call St		Algona	IA	50511-2306
Fresenius Kidney Care North Iowa, LLC	(641) 228-3467	707 Gilbert St		Charles City	IA	50616-2703
Fresenius Kidney Care North Iowa, LLC	(641) 423-6015	910 N Eisenhower Ave		Mason City	IA	50401-1525
Fresenius Medical Care Cline Dialysis, LLC	(641) 437-1302	1040 N 18th St		Centerville	IA	52544-1118
Fresenius Medical Care Ottumwa, LLC	(641) 682-7137	1110 N Quincy Ave	Ste 44	Ottumwa	IA	52501-3884
Fresenius Medical Care Quad Cities, LLC	(563) 263-5384	311 Parham St	J.C 44	Muscatine	IA	52761-2604
Fresenius Medical Care Quad Cities, LLC	(563) 652-9674	700 W Grove St		Maquoketa	IA	52060-2163
Tresentus ivienteai care quan cittes, LLC	(303) 032-3074	700 W GIOVE St		maquoketa	iA	25000-5102

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Fresenius Medical Care Quad Cities, LLC	(563) 344-9977	4480 Utica Ridge Rd	Ste 1130	Bettendorf	IA	52722-1644
Fresenius Medical Care Quad Cities, LLC	(563) 323-3300	120 W Locust St		Davenport	IA	52803-2826
QualiCenters Sioux City, LLC	(563) 468-2000	1111 W Kimberly Rd		Davenport	IA	52806-5711
QualiCenters Sioux City, LLC	(712) 239-4333	4000 Indian Hills Dr		Sioux City	IA	51108-1418
QualiCenters Sioux City, LLC	(712) 266-1000	2530 Glenn Ave		Sioux City	IA	51106-2768
RCG Mercy Des Moines, LLC	(515) 247-3980	1111 6th Ave		Des Moines	IA	50314-2610
RCG Mercy Des Moines, LLC	(515) 244-0379	95 University Ave	Ste 11	Des Moines	IA	50314-3120
RCG Mercy Des Moines, LLC	(515) 285-3032	6651 Sw 9th St		Des Moines	IA	50315-6138
Bio-Medical Applications of California, Inc.	(808) 422-4061	4380 Lawehana St		Honolulu	HI	96818-3129
Bio-Medical Applications of California, Inc.	(808) 565-9650	Po Box 6212018		Lanai City	HI	96763
Liberty Dialysis-Hawaii LLC	(808) 245-3770	3224 Elua St		Lihue	HI	96766-1213
Liberty Dialysis-Hawaii LLC	(808) 935-3422	1384 Kinoole St		Hilo	HI	96720-4138
Liberty Dialysis-Hawaii LLC	(808) 422-4061	4380 Lawehana St		Honolulu	HI	96818-3129
Liberty Dialysis-Hawaii LLC	(808) 566-6388	500 Ala Moana Blvd	Ste 7302	Honolulu	HI	96813-4930
Liberty Dialysis-Hawaii LLC	(808) 394-6274	7192 Kalanianaole Hwy	Ste Q101	Honolulu	HI	96825-1850
Liberty Dialysis-Hawaii LLC	(808) 423-6828	4380 Lawehana St	Ste 100	Honolulu	HI	96818-3129
Liberty Dialysis-Hawaii LLC	(808) 626-6419	95-1105 Ainamakua Dr	Ste 100	Mililani	HI	96789-6313
Liberty Dialysis-Hawaii LLC	(808) 254-1030	25 Kaneohe Bay Dr	Ste 230	Kailua	HI	96734-1711
Liberty Dialysis-Hawaii LLC	(808) 585-4648	2226 Liliha St	Fl 1	Honolulu	HI	96817-1600
Liberty Dialysis-Hawaii LLC	(808) 242-9870	95 Maui Lani Pkwy		Wailuku	HI	96793-2416
Liberty Dialysis-Hawaii LLC	(808) 338-1100	Po Box 785		Waimea	HI	96796-0785
Liberty Dialysis-Hawaii LLC	(808) 322-2131	78-6831 Alii Dr	Ste 336	Kailua Kona	HI	96740-4408
Liberty Dialysis-Hawaii LLC	(808) 585-4690	2230 Liliha St	Level B	Honolulu	HI	96817-1646
Liberty Dialysis-Hawaii LLC	(808) 585-4660	2226 Liliha St	Fl 1	Honolulu	HI	96817-1600
Liberty Dialysis-Hawaii LLC	(808) 735-2585	3625 Harding Ave	112	Honolulu	HI	96816-3765
Liberty Dialysis-Hawaii LLC	(808) 553-8088	28 Kamoi St	Ste 400	Kaunakakai	HI	96748
Liberty Dialysis-Hawaii LLC	(808) 935-3422	1384 Kinoole St	310 100	Hilo	HI	96720-4138
Liberty Dialysis-Hawaii LLC	(808) 669-6628	4405 Honoapiilani Hwy	Ste 208	Lahaina	HI	96761-9272
Liberty Dialysis-Hawaii LLC	(808) 245-3770	3224 Elua St	316 200	Lihue	HI	96766-1213
Liberty Dialysis-Hawaii LLC	(808) 671-3042	91-2137 Fort Weaver Rd		Ewa Beach	HI	96706-1993
Liberty Dialysis-Hawaii LLC	(808) 697-2200	94-450 Mokuola St	Ste 109	Waipahu	HI	96797-3388
Liberty Dialysis-Hawaii LLC	(808) 696-0216	86-080 Farrington Hwy	Ste 101	Waianae	HI	96792-3069
Liberty Dialysis-Hawaii LLC	(808) 244-9600	105 Maui Lani Pkwy	510 101	Wailuku	HI	96793-2443
Liberty Dialysis-North Hawaii LLC	(808) 930-2001	67-1123 Mamalahoa Hwy	Ste 112	Kamuela	HI	96743-8451
Bio-Medical Applications of Georgia, Inc.	(706) 314-9170	315 W 10th St Ne	Ste 105	Rome	GA	30165-2676
Bio-Medical Applications of Georgia, Inc.	(912) 632-8010	415 S Dixon St	310 103	Alma	GA	31510-3146
Bio-Medical Applications of Georgia, Inc.	(912) 285-2487	220 Uvalda St		Waycross	GA	31501-4569
Bio-Medical Applications of Georgia, Inc.	(770) 748-7614	14 Cherokee Rd	Ste A	Cedartown	GA	30125-4381
Bio-Medical Applications of Georgia, Inc.	(470) 490-6421	150 Gentilly Blvd	FI 1	Cartersville	GA	30120-8522
Bio-Medical Applications of Georgia, Inc.	(706) 857-4263	12541 Highway 27	111	Summerville	GA	30747-5818
Bio-Medical Applications of Georgia, Inc.	(706) 602-3866	857 Curtis Pkwy Se		Calhoun	GA	30701-3688
Bio-Medical Applications of Georgia, Inc.	(706) 602-3860	172 Three Rivers Dr Ne				30161-4999
	• •		Plda 200	Rome	GA	
Bio-Medical Applications of Georgia, Inc. Bio-Medical Applications of Georgia, Inc.	(770) 732-1433 (678) 903-4470	1380 Veterans Memorial Hwy Sw 3138 Golf Ridge Blvd	Bldg 200	Mableton	GA GA	30126-3112 30135-1978
Bio-Medical Applications of Georgia, Inc.		_		Douglasville Cartersville	GA GA	30133-1978
	(770) 334-2200 (404) 505 8505	60 Slopes Dr		Cartersville	GA	
Bio-Medical Applications of Georgia, Inc.	(404) 505-8505 (678) 244 1586	1149 Cascade Pkwy Sw		Atlanta	GA	30311-3090
Bio-Medical Applications of Georgia, Inc.	(678) 344-1586 (770) 377-7313	4455 Stone Mountain Hwy		Lilburn	GA	30047-4525
Bio-Medical Applications of Georgia, Inc.	(770) 277-7313	3441 Fence Rd	C+~ C00	Dacula	GA	30019-1219
Bio-Medical Applications of Georgia, Inc.	(770) 424-8391	1277 Kennestone Cir	Ste 600	Marietta	GA	30066-6029
Bio-Medical Applications of Georgia, Inc.	(912) 510-4345	234 Kings Bay Rd	6. 1 1	Kingsland	GA	31548-6849
Bio-Medical Applications of Georgia, Inc.	(912) 819-2542	11705 Mercy Blvd	St. Josephs Hospital	Savannah	GA	31419-1711

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Georgia, Inc.	(706) 860-2798	1109 Medical Center Dr	C/o Augusta Dialysis #12	6( Augusta	GA	30909-6669
Bio-Medical Applications of Georgia, Inc.	(478) 953-6556	118 Osigian Blvd		Warner Robins	GA	31088-7880
Bio-Medical Applications of Georgia, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
Bio-Medical Applications of Georgia, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
Bio-Medical Applications of Georgia, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
Bio-Medical Applications of Georgia, Inc.	(770) 222-0253	3602 Marathon Cir		Austell	GA	30106-6821
Bio-Medical Applications of Georgia, Inc.	(706) 729-8901	2470 Wrightsboro Rd		Augusta	GA	30904-6202
Bio-Medical Applications of Georgia, Inc.	(229) 883-1119	110 Logan Ct		Albany	GA	31707-3366
Bio-Medical Applications of Georgia, Inc.	(706) 790-1117	3801 Woodlake Dr		Hephzibah	GA	30815-6064
Bio-Medical Applications of Georgia, Inc.	(770) 252-6969	65 Francis Way		Sharpsburg	GA	30277-3588
Bio-Medical Applications of Georgia, Inc.	(770) 472-3814	2450 Mount Zion Pkwy		Jonesboro	GA	30236-2500
Bio-Medical Applications of Georgia, Inc.	(912) 232-5554	5694a Ogeechee Rd		Savannah	GA	31405-9500
Bio-Medical Applications of Georgia, Inc.	(912) 965-0305	113 Minus Ave		Garden City	GA	31408-2119
Bio-Medical Applications of Georgia, Inc.	(912) 739-9449	312 N River St		Claxton	GA	30417-5920
Bio-Medical Applications of Georgia, Inc.	(770) 592-3439	110 Londonderry Ct	Ste 100	Woodstock	GA	30188-7361
Bio-Medical Applications of Georgia, Inc.	(706) 571-6201	2042 Wynnton Rd	333 233	Columbus	GA	31906-2456
Bio-Medical Applications of Georgia, Inc.	(770) 808-6227	5250 Snapfinger Park Dr		Decatur	GA	30035-4044
Bio-Medical Applications of Georgia, Inc.	(770) 266-7399	299 Plaza Dr		Monroe	GA	30655-3184
Bio-Medical Applications of Georgia, Inc.	(706) 323-6162	1851 Manchester Expy		Columbus	GA	31904-6760
Bio-Medical Applications of Georgia, Inc.	(770) 944-3237	1886 Stallion Pkwy		Austell	GA	30106-1957
Bio-Medical Applications of Georgia, Inc.	(912) 871-2968	1355 Brampton Ave		Statesboro	GA	30458-0852
Bio-Medical Applications of Georgia, Inc.	(912) 537-0367	105 Melvin Page Dr		Vidalia	GA	30474-9249
Bio-Medical Applications of Georgia, Inc.	(706) 327-6350	2443 Brookstone Centre Pkwy	Ste B	Columbus	GA	31904-4664
Bio-Medical Applications of Georgia, Inc.		1070 Buford Rd	Ste B			30041-2720
	(678) 455-5798			Cumming	GA	
Bio-Medical Applications of Georgia, Inc.	(912) 826-2822	604 Towne Park Dr W		Rincon	GA	31326-5180
Bio-Medical Applications of Georgia, Inc.	(770) 981-8077	6085 Hillandale Dr		Lithonia	GA	30058-4839
Bio-Medical Applications of Georgia, Inc.	(404) 298-5450	2721 Irvin Way	PLI: 200 C 1: 240	Decatur	GA	30030-1720
Bio-Medical Applications of Georgia, Inc.	(770) 604-3330	7840 Roswell Rd	Bldg. 200, Suite 210	Atlanta	GA	30350-6877
Bio-Medical Applications of Georgia, Inc.	(706) 868-0011	3000 Mccrary Ct		Evans	GA	30809-6138
Bio-Medical Applications of Georgia, Inc.	(770) 528-3898	1392 Bells Ferry Rd		Marietta	GA	30066-6084
Bio-Medical Applications of Georgia, Inc.	(706) 481-6920	1717 Walton Way		Augusta	GA	30904-3705
Bio-Medical Applications of Georgia, Inc.	(706) 635-3580	941 Progress Rd		Ellijay	GA	30540-5599
Bio-Medical Applications of Georgia, Inc.	(770) 459-7135	130 Prospecter Dr		Villa Rica	GA	30180-1098
Bio-Medical Applications of Georgia, Inc.	(478) 923-7600	816 Duke Ave		Warner Robins	GA	31093-0710
Bio-Medical Applications of Georgia, Inc.	(478) 953-6556	118 Osigian Blvd		Warner Robins	GA	31088-7880
Bio-Medical Applications of Georgia, Inc.	(478) 374-4777	1078 Plaza Ave		Eastman	GA	31023-6798
Bio-Medical Applications of Georgia, Inc.	(770) 788-7464	7215 Industrial Blvd Ne		Covington	GA	30014-6329
Bio-Medical Applications of Georgia, Inc.	(404) 294-7070	497 Winn Way	Ste 160	Decatur	GA	30030-1754
Bio-Medical Applications of Georgia, Inc.	(770) 491-7177	4845 Lavista Rd		Tucker	GA	30084-4436
Bio-Medical Applications of Georgia, Inc.	(706) 860-9220	1109 Medical Center Dr	Bldg H	Augusta	GA	30909-6669
Bio-Medical Applications of Georgia, Inc.	(706) 595-9280	1020 W Hill St		Thomson	GA	30824-8152
Bio-Medical Applications of Georgia, Inc.	(770) 996-5889	1720 Phoenix Pkwy		College Park	GA	30349-5421
Bio-Medical Applications of Georgia, Inc.	(770) 386-8168	14 Roving Rd		Cartersville	GA	30121-2216
Bio-Medical Applications of Georgia, Inc.	(770) 985-6656	2096 Mcgee Rd		Snellville	GA	30078-2911
Bio-Medical Applications of Georgia, Inc.	(912) 232-2691	1460 E Victory Dr		Savannah	GA	31404-4108
Bio-Medical Applications of Georgia, Inc.	(770) 529-1141	3372 Acworth Summit Blvd Nw		Acworth	GA	30101-5770
Bio-Medical Applications of Georgia, Inc.	(770) 537-0222	108 Redding Dr		Bremen	GA	30110-2283
Bio-Medical Applications of Georgia, Inc.	(770) 832-2202	157 Clinic Ave	Ste 102	Carrollton	GA	30117-4454
Clayton County Dialysis, LLC	(770) 996-9660	181 Upper Riverdale Rd Sw		Riverdale	GA	30274-4919
College Park Dialysis, LLC	(404) 591-2022	2545 Sullivan Rd		College Park	GA	30337-6203
Dialysis America Georgia, LLC	(770) 751-9757	1260 Upper Hembree Rd	Ste A	Roswell	GA	30076-4611

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Dialysis America Georgia, LLC	(404) 250-0058	5825 Glenridge Dr Ne	Building 3, Suite 150	Atlanta	GA	30328-5387
Dialysis Services of Atlanta, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
Douglas County Dialysis, LLC	(678) 838-3233	4645 Timber Ridge Dr	Bldg 200 / Suite 140	Douglasville	GA	30135-7541
FMS Lawrenceville, LLC	(678) 985-9922	595 Hurricane Shoals Rd Nw	Ste 202	Lawrenceville	GA	30046-8761
FMS Lawrenceville, LLC	(770) 962-3546	1115 Herrington Rd		Lawrenceville	GA	30044-7503
Fresenius Kidney Care Columbus Home, LLC	(706) 653-5360	711 Talbotton Rd		Columbus	GA	31904-8908
Fresenius Medical Care - Paulding Dialysis Partners, LLC	(770) 443-9048	3919 Atlanta Hwy		Hiram	GA	30141-1851
Fresenius Medical Care Berkeley Lake, LLC	(770) 495-7942	3870 Peachtree Industrial Blvd	Ste 110	Duluth	GA	30096-1423
Fresenius Medical Care Braselton, LLC	(770) 965-1190	2349 Sparta Way		Buford	GA	30519-2000
Fresenius Medical Care Dialysis of Golden Isles, LLC	(912) 265-0533	475 Gateway Center Blvd		Brunswick	GA	31525-6742
Fresenius Medical Care Hall County, LLC	(678) 989-0645	1492 Jesse Jewell Pkwy Se		Gainesville	GA	30501-3852
Fresenius Medical Care Honey Creek Dialysis, LLC	(770) 922-0209	1285 Wellbrook Cir Ne		Conyers	GA	30012-3873
Fresenius Medical Care Honey Creek Dialysis, LLC	(770) 786-1005	11415 Brown Bridge Rd		Covington	GA	30016-3360
Fresenius Medical Care Honey Creek Dialysis, LLC	(678) 413-3751	1901 Honey Creek Commons Se		Conyers	GA	30013-5806
Fresenius Medical Care Jonesboro, LLC	(770) 603-8540	8060 Summit Business Pkwy		Jonesboro	GA	30236-4232
Fresenius Medical Care Kidney Healthcare, LLC	(706) 839-1761	735 North Historic Hwy 441		Demorest	GA	30535
Fresenius Medical Care Loganville, LLC	(678) 639-1633	3431 Highway 81		Loganville	GA	30052-9138
Fresenius Medical Care Redan, LLC	(678) 526-1014	8425 Mall Pkwy		Lithonia	GA	30038
Fresenius Medical Care Warner Robins, LLC	(478) 923-1436	703 N Houston Rd		Warner Robins	GA	31093-2101
Henry Dialysis Center, LLC	(770) 474-5234	1365 Rock Quarry Rd		Stockbridge	GA	30281-5014
Holton Dialysis Clinic, LLC	(404) 892-8554	231 14th St Nw		Atlanta	GA	30318-5361
Lithonia-Rockdale Dialysis, LLC	(770) 482-5991	2701 Evans Mill Rd		Lithonia	GA	30058-7500
NNA of Georgia, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
NNA of Georgia, Inc.	(706) 886-7478	929 Falls Rd		Toccoa	GA	30577-2421
NNA of Georgia, Inc.	(770) 237-0013	350 Philip Blvd		Lawrenceville	GA	30046-8700
NNA of Georgia, Inc.	(706) 549-6885	5105 Jefferson Rd	Ste A	Athens	GA	30607-1701
NRA-Augusta, Georgia, LLC	(706) 790-5909	2841 Deans Bridge Rd	Jic A	Augusta	GA	30906-2704
NRA-Hogansville, Georgia, LLC	(706) 637-4028	1002 Williams St		Hogansville	GA	30230-2788
NRA-LaGrange, Georgia, LLC	(706) 884-6825	140 Old Mill Rd		Lagrange	GA	30241-6704
NRA-Newnan Acquisition, LLC	(770) 251-7896	101 Werz Industrial Blvd		Newnan	GA	30263-5803
NRA-Palmetto, Georgia, LLC	(770) 463-1442	500 Walnut Way		Palmetto	GA	30268-8611
NRA-Valdosta (North), Georgia, LLC	(229) 244-6923	4358 Kings Way		Valdosta	GA	31602-6921
NRA-Valdosta, Georgia, LLC	(229) 244-6045	1115 S Patterson St		Valdosta	GA	31601-6347
National Medical Care, Inc.	(678) 594-7526	1277 Kennestone Cir		Marietta	GA	30066-6029
National Medical Care, Inc.	(770) 424-8391	1277 Kennestone Cir	Ste 600	Marietta	GA	30066-6029
National Medical Care, Inc.	(770) 424-8391	411 Hospital Rd	316 000	Canton	GA	30114-2413
North Gwinnett Dialysis, LLC	(678) 714-4941	185 Old Peachtree Rd Nw		Suwanee	GA	30024-2511
RAI Care Centers of Georgia I, LLC	(770) 460-0136	1240 Highway 54 W	Ste 408	Fayetteville	GA	30214-4564
RAI Care Centers of Georgia I, LLC	(706) 228-7253	1719 Magnolia Way	316 400	Augusta	GA	30909-9482
RAI Care Centers of Georgia 1, EEC	(770) 474-6068	500 Eagles Landing Pkwy		Stockbridge	GA	30281-7236
Reliant Renal Care - Georgia, LLC	(678) 402-6048	1720 Powder Springs Rd Sw		Marietta	GA	30064-4899
Renal Care Group Gainesville East, LLC	(770) 534-6999	1856 Thompson Bridge Rd	Ste 101	Gainesville	GA	30501-1663
Renal Care Group Gainesville, LLC	(678) 450-0364	2565 Thompson Bridge Rd	316 101	Gainesville	GA	30501-1003
Renex Dialysis Clinic of South Georgia, Inc.	(229) 228-1252	300 W Jackson St		Thomasville	GA	31792-5405
Renex Dialysis Clinic of South Georgia, Inc.	· ·	703 E Shotwell St				
Smyrna Dialysis Center, LLC	(229) 243-0046 (678) 303-5064	2700 Highlands Pkwy Se		Bainbridge Smyrna	GA GA	39819-4063 30082-7257
Stone Mountain Dialysis Center, LLC	• • •	5723 Memorial Dr		•		30082-7257
•	(678) 836-0251		El 2	Stone Mountain	GA	
Bio-Medical Applications of Alabama, Inc.	(251) 476-2324	615 N Bonita Ave	Fl 3	Panama City	FL	32401-3623
Bio-Medical Applications of Alabama, Inc.	(251) 476-2324	1305 W Moreno St	C+o 2	Pensacola	FL	32501-2320
Bio-Medical Applications of Florida, Inc.	(386) 447-4477	515 Palm Coast Pkwy Sw	Ste 2	Palm Coast	FL	32137-5700
Bio-Medical Applications of Florida, Inc.	(386) 947-9872	720 N Clyde Morris Blvd		Daytona Beach	FL	32114-1604

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Florida, Inc.	(863) 680-1046	1550 Lakeland Hills Blvd		Lakeland	FL	33805-3204
Bio-Medical Applications of Florida, Inc.	(904) 272-9514	400 College Dr	Bldg 400	Middleburg	FL	32068-8523
Bio-Medical Applications of Florida, Inc.		7059 Nw 88th Ave		Tamarac	FL	33321-2554
Bio-Medical Applications of Florida, Inc.	(352) 753-8395	310 Longview Ave		Lady Lake	FL	32159-4504
Bio-Medical Applications of Florida, Inc.	(727) 733-1112	1121 Overcash Dr		Dunedin	FL	34698-5516
Bio-Medical Applications of Florida, Inc.	(941) 924-0003	4012 S Tamiami Trl		Sarasota	FL	34231-3624
Bio-Medical Applications of Florida, Inc.	(727) 393-5551	6450 Seminole Blvd		Seminole	FL	33772-6339
Bio-Medical Applications of Florida, Inc.	(813) 243-6108	5951 Webb Rd		Tampa	FL	33615-3219
Bio-Medical Applications of Florida, Inc.	(813) 874-2700	3614 W Kennedy Blvd	Ste A	Tampa	FL	33609-2852
Bio-Medical Applications of Florida, Inc.	(850) 553-9397	2600 Centennial Pl		Tallahassee	FL	32308-0582
Bio-Medical Applications of Florida, Inc.	(904) 797-3600	65 Whitehall Dr		Saint Augustine	FL	32086-0378
Bio-Medical Applications of Florida, Inc.	(352) 429-4510	14619 County Road 565a		Groveland	FL	34736-9748
Bio-Medical Applications of Florida, Inc.	(850) 314-0035	315 Green Acres Rd		Fort Walton Bea	FL	32547-6132
Bio-Medical Applications of Florida, Inc.	(850) 944-8997	5476 Mobile Hwy		Pensacola	FL	32526-2104
Bio-Medical Applications of Florida, Inc.	(904) 277-2511	960144 Gateway Blvd		Fernandina Beac	FL	32034-9116
Bio-Medical Applications of Florida, Inc.	(772) 388-5588	14355 Us Highway 1		Sebastian	FL	32958-3256
Bio-Medical Applications of Florida, Inc.	(904) 264-1101	2010 Wells Pond Ct		Orange Park	FL	32073-2312
Bio-Medical Applications of Florida, Inc.	(904) 565-9100	1211 Saint Johns Bluff Rd N		Jacksonville	FL	32225-8337
Bio-Medical Applications of Florida, Inc.	(305) 232-5915	10850 Sw 184th St		Cutler Bay	FL	33157-6737
Bio-Medical Applications of Florida, Inc.	(561) 784-4046	1221 S State Road 7	Ste 101	Wellington	FL	33414-6212
Bio-Medical Applications of Florida, Inc.	(386) 758-2202	215 Sw Prosperity Pl	Ste 101	Lake City	FL	32024-0685
Bio-Medical Applications of Florida, Inc.	(352) 222-3031	1775 Nw 80th Blvd		Gainesville	FL	32606-9178
Bio-Medical Applications of Florida, Inc.	(910) 592-0333	13595 Sw 134th Ave	Ste 112	Miami	FL	33186-4579
Bio-Medical Applications of Florida, Inc.	(601) 939-4818	355 Dupont St		Punta Gorda	FL	33950-3809
Bio-Medical Applications of Florida, Inc.	(228) 436-9819	7059 Nw 88th Ave		Tamarac	FL	33321-2554
Bio-Medical Applications of Florida, Inc.	(770) 604-9055	4259 Sw 72nd Ave		Miami	FL	33155-4527
Bio-Medical Applications of Florida, Inc.	(772) 873-4085	1748 Sw Saint Lucie West Blvd	Ste 105	Port St Lucie	FL	34986-2504
Bio-Medical Applications of Florida, Inc.	(708) 343-1946	5902 Pointe West Blvd		Bradenton	FL	34209-5529
Bio-Medical Applications of Florida, Inc.	(863) 385-7351	40 Medical Center Ave		Sebring	FL	33870-5420
Bio-Medical Applications of Florida, Inc.	(830) 876-3939	1750 Sw Health Pkwy		Naples	FL	34109-0518
Bio-Medical Applications of Florida, Inc.	(904) 538-0270	9143 Philips Hwy		Jacksonville	FL	32256-1365
Bio-Medical Applications of Florida, Inc.	(904) 538-0270	9143 Philips Hwy		Jacksonville	FL	32256-1365
Bio-Medical Applications of Florida, Inc.	(727) 544-6709	7910 Us Highway 19 N		Pinellas Park	FL	33781-1712
Bio-Medical Applications of Florida, Inc.	(813) 886-0961	5411 Johns Rd	Ste 605	Tampa	FL	33634-4411
Bio-Medical Applications of Florida, Inc.	(727) 544-6709	7910 Us Highway 19 N		Pinellas Park	FL	33781-1712
Bio-Medical Applications of Florida, Inc.	(813) 886-0961	5411 Johns Rd	Ste 605	Tampa	FL	33634-4411
Bio-Medical Applications of Florida, Inc.	(954) 926-5090	2700 Hollywood Blvd		Hollywood	FL	33020-4808
Bio-Medical Applications of Florida, Inc.	(305) 246-5043	2876 Ne 8th St		Homestead	FL	33033-5695
Bio-Medical Applications of Florida, Inc.	(386) 719-0217	179 Sw Prosperity Pl		Lake City	FL	32024-0683
Bio-Medical Applications of Florida, Inc.	(904) 765-5033	3107 Edgewood Ave W		Jacksonville	FL	32209-2209
Bio-Medical Applications of Florida, Inc.	(863) 551-3159	365 Havendale Blvd		Auburndale	FL	33823-4536
Bio-Medical Applications of Florida, Inc.	(941) 373-9270	2989 Fruitville Rd		Sarasota	FL	34237-5302
Bio-Medical Applications of Florida, Inc.	(321) 409-0874	450 Malabar Rd Se	Unit 101	Palm Bay	FL	32907-3111
Bio-Medical Applications of Florida, Inc.	(850) 729-4141	4304 Lancaster Dr	O 101	Niceville	FL	32578-4563
Bio-Medical Applications of Florida, Inc.	(850) 934-1951	2583 Gulf Breeze Pkwy		Gulf Breeze	FL	32563-3043
Bio-Medical Applications of Florida, Inc.	(863) 767-0016	457 Carlton St		Wauchula	FL	33873-3400
Bio-Medical Applications of Florida, Inc.	(904) 786-1385	5607 Normandy Blvd		Jacksonville	FL	32205-6248
Bio-Medical Applications of Florida, Inc.	(239) 732-5333	12703 Tamiami Trl E	Ste 121	Naples	FL	34113-8424
Bio-Medical Applications of Florida, Inc.	(305) 207-2388	2791 Sw 137th Ave	J.C 121	Miami	FL	33175-6354
Bio-Medical Applications of Florida, Inc.	(386) 418-2235	11550 Research Cir		Alachua	FL	32615-6834
Bio-Medical Applications of Florida, Inc.	(407) 673-5191	6848 Aloma Ave	Aloma Square Shopping		FL	32792-6802
5.0 Medical Applications of Florida, inc.	(401) 013-3131	OUTO AIOINA AVE	Aloma square shopping	C. WHILE FAIR	1 L	J21 J2-0002

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Florida, Inc.	(904) 247-9974	1711 5th St S		Jacksonville Beac	FL	32250-4040
Bio-Medical Applications of Florida, Inc.	(561) 734-5585	4965 Le Chalet Blvd		Boynton Beach	FL	33436-1416
Bio-Medical Applications of Florida, Inc.	(305) 257-1031	26585 S Dixie Hwy		Homestead	FL	33032-7426
Bio-Medical Applications of Florida, Inc.	(561) 616-3335	6901 Okeechobee Blvd		West Palm Beach	FL	33411-2513
Bio-Medical Applications of Florida, Inc.	(904) 419-0273	5730 Bowden Rd	Ste 110	Jacksonville	FL	32216-6174
Bio-Medical Applications of Florida, Inc.	(813) 661-3815	514 Medical Oaks Ave		Brandon	FL	33511-5961
Bio-Medical Applications of Florida, Inc.	(941) 792-3290	5902 Pointe West Blvd		Bradenton	FL	34209-5529
Bio-Medical Applications of Florida, Inc.	(352) 637-0500	1510 Highway 41 N		Inverness	FL	34450-2407
Bio-Medical Applications of Florida, Inc.	(727) 321-2527	650 34th St S		Saint Petersburg	FL	33711-1722
Bio-Medical Applications of Florida, Inc.	(386) 755-4990	1445 Sw Main Blvd	Ste 120	Lake City	FL	32025-1110
Bio-Medical Applications of Florida, Inc.	(407) 282-1506	2200 N Alafaya Trl	Ste 600	Orlando	FL	32826-3995
Bio-Medical Applications of Florida, Inc.	(561) 737-8970	3451 W Woolbright Rd		Boynton Beach	FL	33436-7246
Bio-Medical Applications of Florida, Inc.	(239) 482-6700	9400 Gladiolus Dr	Ste 200	Fort Myers	FL	33908-3692
Bio-Medical Applications of Florida, Inc.	(305) 279-2010	9193 Sw 72nd St	Ste 100	Miami	FL	33173-3487
Bio-Medical Applications of Florida, Inc.	(786) 388-1305	5550 W Flagler St		Coral Gables	FL	33134-1066
Bio-Medical Applications of Florida, Inc.	(352) 375-0223	1961 N Main St		Gainesville	FL	32609-3648
Bio-Medical Applications of Florida, Inc.	(772) 344-4998	709 Sw Port St Lucie Blvd		Port Saint Lucie	FL	34953-2615
Bio-Medical Applications of Florida, Inc.	(407) 880-2121	1065 W Orange Blossom Trl		Apopka	FL	32712-3482
Bio-Medical Applications of Florida, Inc.	(305) 631-4110	1494 Nw 7th St		Miami	FL	33125-3700
Bio-Medical Applications of Florida, Inc.	(305) 825-2046	7170 W 20th Ave		Hialeah	FL	33016-1849
Bio-Medical Applications of Florida, Inc.	(813) 872-0933	3242 Henderson Blvd	Ste 200	Tampa	FL	33609-3094
Bio-Medical Applications of Florida, Inc.	(904) 641-0806	3038 Saint Johns Bluff Rd S		Jacksonville	FL	32246-3710
Bio-Medical Applications of Florida, Inc.	(954) 578-7678	7309 W Oakland Park Blvd		Tamarac	FL	33319-4959
Bio-Medical Applications of Florida, Inc.	(904) 396-7203	1944 Atlantic Blvd		Jacksonville	FL	32207-3406
Bio-Medical Applications of Florida, Inc.	(352) 332-8998	1775 Nw 80th Blvd		Gainesville	FL	32606-9178
Bio-Medical Applications of Florida, Inc.	(772) 286-2470	2348 Se Ocean Blvd		Stuart	FL	34996-3310
Bio-Medical Applications of Florida, Inc.	(407) 294-2456	775 Gateway Dr	Ste 1010	Altamonte Sprin	FL	32714-1524
Bio-Medical Applications of Florida, Inc.	(727) 544-5916	7910 Us Highway 19 N		Pinellas Park	FL	33781-1712
Bio-Medical Applications of Florida, Inc.	(727) 723-8123	26338 Us Highway 19 N		Clearwater	FL	33761-4500
Bio-Medical Applications of Florida, Inc.	(407) 688-6765	419 E 1st St		Sanford	FL	32771-1407
Bio-Medical Applications of Florida, Inc.	(813) 231-6859	2525 E Hillsborough Ave	Ste 209	Tampa	FL	33610-4449
Bio-Medical Applications of Florida, Inc.	(352) 463-2008	319 W Wade St		Trenton	FL	32693-4159
Bio-Medical Applications of Florida, Inc.	(407) 831-7070	750 Northlake Blvd	Ste 1024	Altamonte Sprin	FL	32701-6745
Bio-Medical Applications of Florida, Inc.	(407) 297-3777	5600 W Colonial Dr	Ste 101	Orlando	FL	32808-7658
Bio-Medical Applications of Florida, Inc.	(904) 276-3311	2061 Professional Center Dr		Orange Park	FL	32073-4461
Bio-Medical Applications of Florida, Inc.	(305) 252-7575	18942 S Dixie Hwy		Cutler Bay	FL	33157-7711
Bio-Medical Applications of Florida, Inc.	(561) 488-0202	19801 Hampton Dr		Boca Raton	FL	33434-2840
Bio-Medical Applications of Florida, Inc.	(386) 328-6600	6541 Saint Johns Ave		Palatka	FL	32177-3862
Bio-Medical Applications of Florida, Inc.	(813) 265-9733	4553 Gunn Hwy	Westwood Plaza Shopping		FL	33624-6311
Bio-Medical Applications of Florida, Inc.	(239) 566-1034	1750 Sw Health Pkwy		Naples	FL	34109-0518
Bio-Medical Applications of Florida, Inc.	(954) 321-7772	3863 W Broward Blvd		Fort Lauderdale	FL	33312-1017
Bio-Medical Applications of Florida, Inc.	(904) 964-8822	444 W Madison St		Starke	FL	32091-3926
Bio-Medical Applications of Florida, Inc.	(863) 385-1850	4833 Sun N Lake Blvd		Sebring	FL	33872-2165
Bio-Medical Applications of Florida, Inc.	(386) 364-6604	10543 Suwanee Plaza Blvd		Live Oak	FL	32060-1426
Bio-Medical Applications of Florida, Inc.	(904) 354-3333	1107 Myra St	Ste 101	Jacksonville	FL	32204-3321
Bio-Medical Applications of Florida, Inc.	(305) 860-8111	2561 Coral Way	0.0 101	Coral Gables	FL	33145-3403
Bio-Medical Applications of Florida, Inc.	(305) 255-3100	8770 Sw 144th St		Palmetto Bay	FL	33176-7217
Bio-Medical Applications of Florida, Inc.	(305) 254-4840	12000 Sw 131st Ave		Miami	FL	33186-6419
Bio-Medical Applications of Florida, Inc.	(941) 351-1641	8037 Cooper Creek Blvd		University Park	FL	34201-3006
Bio-Medical Applications of Florida, Inc.	(954) 340-3353	850 Riverside Dr		Coral Springs	FL	33071-7010
Bio-Medical Applications of Florida, Inc.	(772) 336-3681	1748 Sw Saint Lucie West Blvd		Port Saint Lucie	FL	34986-2504
5.5 Medical Applications of Florida, Inc.	(772) 330-3001	1770 JW Juliit Lucie West Divu		i ort Jannt Lucie	1 L	J <del>7</del> J00 <sup>-</sup> 2J0 <del>4</del>

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Florida, Inc.	(941) 747-5500	520 Manatee Ave E		Bradenton	FL	34208-1146
Bio-Medical Applications of Florida, Inc.	(850) 522-5407	2100 Harrison Ave		Panama City	FL	32405-4546
Bio-Medical Applications of Florida, Inc.	(727) 441-2913	617 Lakeview Rd	Ste C	Clearwater	FL	33756-3338
Bio-Medical Applications of Florida, Inc.	(727) 441-8590	617 Lakeview Rd	Ste B	Clearwater	FL	33756-3338
Bio-Medical Applications of Florida, Inc.	(321) 259-1181	2200 W Eau Gallie Blvd	Ste 202a	Melbourne	FL	32935-3166
Bio-Medical Applications of Florida, Inc.	(305) 716-8608	11251 Nw 20th St		Miami	FL	33172-1859
Bio-Medical Applications of Florida, Inc.	(407) 877-0454	17319 Pagonia Dr	Bldg P-115	Clermont	FL	34711-5971
Bio-Medical Applications of Florida, Inc.	(305) 387-2667	16740 Sw 88th St		Miami	FL	33196-5934
Bio-Medical Applications of Florida, Inc.	(561) 740-4025	3925 W Boynton Beach Blvd	Ste 110	Boynton Beach	FL	33436-4500
Bio-Medical Applications of Florida, Inc.	(561) 967-0633	5503 S Congress Ave	Ste 101	Atlantis	FL	33462-6614
Bio-Medical Applications of Florida, Inc.	(904) 259-9660	244 N 3rd St		Macclenny	FL	32063-2106
Bio-Medical Applications of Florida, Inc.	(904) 538-0270	9143 Philips Hwy	Ste 110	Jacksonville	FL	32256-1365
Bio-Medical Applications of Florida, Inc.	(904) 757-7425	12961 N Main St	Ste 305	Jacksonville	FL	32218-2772
Brevard County Dialysis, LLC	(321) 768-9801	1355 Palm Bay Rd		Melbourne	FL	32905-3838
Clermont Dialysis Center, LLC	(352) 243-1200	312 Mohawk Rd		Minneola	FL	34715-7434
Coconut Creek Dialysis Center, LLC	(954) 748-2251	3508 N University Dr		Sunrise	FL	33351-6724
Coconut Creek Dialysis Center, LLC	(954) 977-7555	2514 N State Road 7		Margate	FL	33063-5722
Fresenius Kidney Care American Dialysis, LLC	(727) 896-5500	446 4th St S		Saint Petersburg	FL	33701-4603
Fresenius Medical Care Coral Gables, LLC	(305) 443-0112	238 Palermo Ave		Coral Gables	FL	33134-6606
Fresenius Medical Care Delray,LLC	(561) 498-5959	5130 Linton Blvd	Ste G4	Delray Beach	FL	33484-6597
Fresenius Medical Care East Fort Lauderdale, LLC	(954) 676-3897	2301 W Oakland Park Blvd		Oakland Park	FL	33311-1421
Fresenius Medical Care Miami Shores, LLC	(786) 621-4888	9999 Ne 2nd Ave	Ste 119	Miami Shores	FL	33138-2344
Fresenius Medical Care North Fort Myers, LLC	(239) 995-0091	15991 N Cleveland Ave		North Fort Myer	FL	33903-2788
Fresenius Medical Care North Port, LLC	(941) 564-3224	12480 Tamiami Trl S		North Port	FL	34287-1448
Fresenius Medical Care Port Charlotte, LLC	(941) 255-0371	2020 Tamiami Trl		Port Charlotte	FL	33948-2178
Fresenius Medical Care Tamarac, LLC	(954) 721-0093	7059 Nw 88th Ave		Tamarac	FL	33321-2554
Fresenius Medical Care Venice, LLC	(941) 493-5969	1120 Indian Hills Blvd		Venice	FL	34293-2000
Fresenius Medical Care Vero Beach, LLC	(772) 778-4917	1515 Indian River Blvd	Ste A101	Vero Beach	FL	32960-5667
Homestead Artificial Kidney Center, Inc.	(305) 245-0241	99 Ne 8th St		Homestead	FL	33030-4605
Lake Clarke Shores Dialysis Center, LLC	(561) 641-9611	3047 Forest Hill Blvd		West Palm Beach	FL	33406-5908
National Medical Care, Inc.	(561) 969-7799	9835 Lake Worth Rd	Ste 13	Lake Worth	FL	33467-2368
National Medical Care, Inc.	(904) 768-8576	10614 Lem Turner Rd		Jacksonville	FL	32218-4562
National Medical Care, Inc.	(904) 824-6191	1680 Osceola Elementary Rd		Saint Augustine	FL	32084-5942
National Medical Care, Inc.	(863) 385-7351	40 Medical Center Ave		Sebring	FL	33870-5420
Plantation Dialysis Center, LLC	(954) 382-0151	849 N Nob Hill Rd		Plantation	FL	33324-1075
RAI Care Centers of Florida I, LLC	(727) 531-8227	12505 Starkey Rd	Ste B	Largo	FL	33773-2617
RAI Care Centers of Florida I, LLC	(941) 505-0777	355 Dupont St		Punta Gorda	FL	33950-3809
RAI Care Centers of Florida I, LLC	(772) 807-7229	8661 S Us Highway 1		Port Saint Lucie	FL	34952-3331
RAI Care Centers of Florida I, LLC	(772) 465-6551	2501 Ohio Ave		Fort Pierce	FL	34947-4761
RAI Care Centers of Florida I, LLC	(727) 785-9036	29296 Us Highway 19 N	Ste 1	Clearwater	FL	33761-2104
RAI Care Centers of Florida I, LLC	(727) 441-1608	1057 S Fort Harrison Ave		Clearwater	FL	33756-3905
RAI Care Centers of Florida II, LLC	(863) 299-0007	1200 E Lake Silver Dr Ne		Winter Haven	FL	33881-4100
RAI Care Centers of Florida II, LLC	(863) 422-0800	110 Patterson Rd		Haines City	FL	33844-7840
RAI Care Centers of Florida II, LLC	(863) 676-9510	1344 State Road 60 E		Lake Wales	FL	33853-4322
RAI Care Centers of Merritt Island, LLC	(321) 452-0020	245 S Courtenay Pkwy	Ste A	Merritt Island	FL	32952-4831
RAI Care Centers of Rockledge, LLC	(321) 636-9067	577 Barnes Blvd	Ste 100	Rockledge	FL	32955-5294
RAI Care Centers of St. Petersburg, LLC	(727) 821-4654	635 4th St N	<del></del>	Saint Petersburg	FL	33701-2319
RCG Pensacola, LLC	(850) 622-9717	7720 Us Highway 98 W	Ste 150	Miramar Beach	FL	32550-7235
RCG Pensacola, LLC	(850) 453-3658	2940 N Blue Angel Pkwy		Pensacola	FL	32506-2925
RCG Pensacola, LLC	(850) 515-0810	8888 Navarre Pkwy		Navarre	FL	32566-3615
		•				
Renal Care Group Tampa, LLC	(813) 971-7580	12674 Telecom Dr		Temple Terrace	FL	33637-0935

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group of the Southeast, Inc.	(850) 622-9717	7800 Us Highway 98 W	Sacred Heart - Emerald C	o Destin	FL	32550-7228
Renal Care Group of the Southeast, Inc.	(850) 434-1176	1305 W Moreno St		Pensacola	FL	32501-2320
Renal Care Group of the Southeast, Inc.	(850) 682-4726	129 E Redstone Ave		Crestview	FL	32539-5364
Renal Care Group of the Southeast, Inc.	(850) 256-4727	6001 Industrial Blvd		Century	FL	32535-3312
Renal Care Group of the Southeast, Inc.	(850) 864-4411	925 Mar Walt Dr	Ste 2	Fort Walton Bea	FL	32547-6609
Renal Care Group of the Southeast, Inc.	(850) 626-9448	5934 Berryhill Rd	Ste 2	Milton	FL	32570-4009
Renal Care Group of the Southeast, Inc.	(850) 484-8646	5401 Corporate Woods Dr	Ste 850	Pensacola	FL	32504-5907
Renal Care Group of the Southeast, Inc.	(850) 416-7426	5151 N 9th Ave	Depaul Bldg. 3rd Fl.	Pensacola	FL	32504-8721
Renal Care Group of the Southeast, Inc.	(850) 475-9102	1040 E Nine Mile Rd		Pensacola	FL	32514-1649
Renal Care Group of the Southeast, Inc.	(850) 892-2119	43 Shoemaker Dr		Defuniak Springs	FL	32433-4046
West Palm Dialysis, LLC	(561) 833-5355	1522 N Dixie Hwy		West Palm Beach	FL	33401-2720
Bio-Medical Applications of Delaware, Inc.	(302) 479-7130	1417 Foulk Rd	Ste 100	Talleyville	DE	19803-2727
Bio-Medical Applications of Delaware, Inc.	(302) 366-0129	230 E Main St	Unit 325	Newark	DE	19711
Bio-Medical Applications of Delaware, Inc.	(302) 645-3606	424 Savannah Rd	Attention Dialysis	Lewes	DE	19958-1462
Bio-Medical Applications of Delaware, Inc.	(302) 421-9177	701 N Clayton St	St. Francis Hospital Ste 4	0، Wilmington	DE	19805-3165
Bio-Medical Applications of Delaware, Inc.	(302) 328-9044	608 Ferry Cut Off St		New Castle	DE	19720-4549
Bio-Medical Applications of Delaware, Inc.	(302) 762-8585	700 W Lea Blvd	Riverside Medical Arts Co	or Wilmington	DE	19802-2500
Bio-Medical Applications of Delaware, Inc.	(302) 633-6228	605 W Newport Pike		Wilmington	DE	19804-3235
Bio-Medical Applications of Delaware, Inc.	(302) 836-6093	2520 Wrangle Hill Rd		Bear	DE	19701-3849
Bio-Medical Applications of Delaware, Inc.	(302) 998-7568	4923 Ogletown Stanton Rd	Ste 201	Newark	DE	19713-2081
Bio-Medical Applications of Delaware, Inc.	(302) 762-2903	4000 N Washington St		Wilmington	DE	19802-2136
Fresenius Medical Care Northern Delaware, LLC	(302) 239-4704	214 Lantana Dr		Hockessin	DE	19707-8805
resenius Medical Care Northern Delaware, LLC	(302) 449-1601	104 Sleepy Hollow Dr	Ste 100	Middletown	DE	19709-5842
Fresenius Medical Care Southern Delaware, LLC	(302) 337-8789	9115 Antique Aly		Bridgeville	DE	19933-4681
Fresenius Medical Care Southern Delaware, LLC	(302) 736-1340	1198 S Governors Ave	Bldg B	Dover	DE	19904-6930
Fresenius Medical Care Southern Delaware, LLC	(302) 678-2181	80 Salt Creek Dr	2.0.0 2	Dover	DE	19901-2436
resenius Medical Care Southern Delaware, LLC	(302) 674-1919	97 Commerce Way	Ste 104	Dover	DE	19904-7794
resenius Medical Care Southern Delaware, LLC	(302) 854-0230	34 Georgetown Plz		Georgetown	DE	19947-2300
Fresenius Medical Care Southern Delaware, LLC	(302) 678-5718	655 S Bay Rd	Ste 4m	Dover	DE	19901-4656
Fresenius Medical Care Southern Delaware, LLC	(302) 424-0552	656d N Dupont Blvd		Milford	DE	19963-1002
Fresenius Medical Care Southern Delaware, LLC	(302) 226-9330	19339 Coastal Hwy	Ste 100	Rehoboth Beach	DE	19971-6100
Fresenius Medical Care Southern Delaware, LLC	(302) 659-5220	210 Stadium St	Gateway North Shopping		DE	19977-2899
Fresenius Medical Care Southern Delaware, LLC	(302) 934-6342	30164 Commerce Dr	Peninsula Crossing	Millsboro	DE	19966-3585
National Medical Care, Inc.	(302) 453-8834	63 University Plz	University Plaza Route 27		DE	19702-1549
National Medical Care, Inc.	(302) 656-8450	303 A St	omversity i laza noute z	Wilmington	DE	19801-5324
Bio-Medical Applications of Anacostia, Inc.	(202) 397-2700	3929 Minnesota Ave Ne		Washington	DC	20019-2662
Bio-Medical Applications of Columbia Heights, Inc.	(202) 829-0060	106 Irving St Nw	North Tower Suite 1400	Washington	DC	20010-2927
Bio-Medical Applications of Northeast D.C., Inc.	(202) 832-4481	817 Varnum St Ne	North Tower Suite 1400	Washington	DC	20017-2144
Bio-Medical Applications of Southeast Washington, Inc.	(202) 561-0828	4601 Martin Luther King Jr Ave Sw		Washington	DC	20032-1131
Bio-Medical Applications of the District of Columbia, Inc.	(202) 574-5700	4601 Martin Luther King Jr Ave Sw		Washington	DC	20032-1131
Bio-Medical Applications of the District of Columbia, Inc.	(202) 374-3700	5255 Loughboro Rd Nw		Washington	DC	20032-1131
Bio-Medical Applications of the District of Columbia, Inc.	(202) 683-2853	700 Constitution Ave Ne		Washington	DC	20010 2033
Bio-Medical Applications of the District of Columbia, Inc.	(301) 731-5596	1150 Varnum St Ne		Washington	DC	20002-0333
Bio-Medical Applications of the District of Columbia, Inc.	(202) 483-0176	11 Dupont Cir Nw		Washington	DC	20017-2104
RAI Care Centers of DC I, LLC	(202) 541-9150	6413 Chillum Pl Nw		Washington	DC	20030-1248
RAI Care Centers of DC I, LLC	(202) 882-1865	6411 Chillum Pl Nw		Washington	DC	20012-2133
RAI Care Centers of DC 1, LLC	(202) 889-0529	1918 14th St Se		-	DC	20012-2133
Bio-Medical Applications of Connecticut, Inc.	(860) 584-2155	1918 14th St Se 135 Middle St		Washington Bristol		06010-8400
Bio-Medical Applications of Connecticut, Inc.	` '			Meriden	CT	06450-7155
	(203) 639-2880	377 Research Pkwy			CT	
Bio-Medical Applications of Connecticut, Inc.	(860) 282-6266	200 Pitkin St		East Hartford	CT	06108-3220
Bio-Medical Applications of Connecticut, Inc.	(860) 745-9800	113 Elm St		Enfield	CT	06082-3700

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Connecticut, Inc.	(860) 667-3898	375 Willard Ave		Newington	CT	06111-2300
Bio-Medical Applications of Connecticut, Inc.	(860) 726-0099	725 Park Ave		Bloomfield	CT	06002-2402
Bio-Medical Applications of Connecticut, Inc.	(860) 621-3557	341 West St		Plantsville	CT	06479-1140
Fresenius Medical Care Windsor, LLC	(860) 285-8612	1 Emerson Dr	Ste 1	Windsor	CT	06095-3204
Liberty Dialysis-Fairfield LLC	(203) 583-8875	500 Kings Hwy E		Fairfield	CT	06825-4847
Renal Research Institute, LLC	(203) 773-0853	136 Sherman Ave	Ste 206	New Haven	CT	06511-5210
St. Raphael Dialysis Center Partnership	(203) 789-4008	137 Water St		New Haven	CT	06511-5756
St. Raphael Dialysis Center Partnership	(203) 772-2421	137 Water St		New Haven	CT	06511-5756
St. Raphael Dialysis Center Partnership	(203) 315-8113	34 E Industrial Rd		Branford	CT	06405-6531
St. Raphael Dialysis Center Partnership	(203) 230-1946	137 Water St		New Haven	CT	06511-5756
St. Raphael Dialysis Center Partnership	(203) 230-1946	266 State St		North Haven	CT	06473-2154
021808 LLC	(719) 227-7455	2508 Airport Rd		Colorado Springs	CO	80910-3120
CSLD LLC	(719) 227-7455	2180 Hollow Brook Dr		Colorado Springs	CO	80918-1444
CSLD LLC	(719) 593-2999	2180 Hollow Brook Dr		Colorado Springs	CO	80918-1444
CSLD Lelaray LLC	(719) 380-4878	1910 Lelaray St		Colorado Springs	CO	80909-2800
Denver West Hampden, LLC	(303) 789-5400	750 W Hampden Ave	Ste 110	Englewood	CO	80110-2167
Fresenius Medical Care Dialysis Services Colorado LLC	(303) 825-1978	3410 S Galena St	Ste 100	Denver	CO	80231-5087
Fresenius Medical Care Dialysis Services Colorado LLC	(303) 671-2419	3410 S Galena St	Ste 100	Denver	CO	80231-5087
Fresenius Medical Care Dialysis Services Colorado LLC	(719) 336-1170	108 Lee Ave		Lamar	CO	81052-3711
Fresenius Medical Care Dialysis Services Colorado LLC	(719) 564-2442	3426 Lake Ave	Ste 110	Pueblo	CO	81004-3878
Fresenius Medical Care Dialysis Services Colorado LLC	(303) 322-1513	7606 E 36th Ave	Bldg 701	Denver	CO	80238-2476
Fresenius Medical Care Dialysis Services Colorado LLC	(970) 330-6100	2343 W 27th St	Ste 503	Greeley	CO	80634-8044
Fresenius Medical Care Dialysis Services Colorado LLC	(970) 482-2161	2107 S Timberline Rd		Fort Collins	CO	80525-4372
Fresenius Medical Care Dialysis Services Colorado LLC	(970) 663-9155	2940 Ginnala Dr		Loveland	CO	80538-2701
Fresenius Medical Care Dialysis Services Colorado LLC	(303) 623-2107	723 Delaware St	M105	Denver	CO	80204-4504
Fresenius Medical Care Dialysis Services Colorado LLC	(719) 547-3888	73 N Aspen Ski Way		Pueblo West	CO	81007-1483
Fresenius Medical Care Dialysis Services Colorado LLC	(970) 356-5704	1212 9th St		Greeley	CO	80631-3234
Fresenius Medical Care Loveland, LLC	(970) 667-0596	5285 Mcwhinney Blvd	Ste 190	Loveland	СО	80538-8708
QualiCenters Pueblo LLC	(719) 545-1575	41 Montebello Rd		Pueblo	CO	81001-1366
QualiCenters Pueblo LLC	(719) 276-8404	2245 Fremont Dr		Canon City	СО	81212-2533
QualiCenters Pueblo LLC	(719) 545-1575	41 Montebello Rd	Ste 102	Pueblo	СО	81001-1366
QualiCenters Pueblo LLC	(719) 383-2300	1012 Hayes Ave		La Junta	CO	81050-2107
QualiCenters Pueblo LLC	(719) 738-4864	23450 Us Highway 160		Walsenburg	СО	81089-9104
Renal Care Group of the Midwest, Inc.	(303) 825-1978	3410 S Galena St	Ste 100	Denver	CO	80231-5087
Renal Care Group of the Rockies, LLC	(303) 340-1398	962 Potomac Cir	535 <u>-</u> 55	Aurora	СО	80011-6714
Renal Care Group of the Rockies, LLC	(303) 320-6894	4600 Hale Pkwy	Ste 120	Denver	CO	80220-4000
Renal Care Group of the Rockies, LLC	(303) 344-8704	590 Laredo St	333 ==3	Aurora	СО	80017-7611
Apheresis Care Group, Inc.	(949) 727-4495	16255 Laguna Canyon Rd		Irvine	CA	92618-3603
Apheresis Care Group, Inc.	(415) 928-1352	1700 California St	Ste 350	San Francisco	CA	94109-4589
Bio-Medical Applications of California, Inc.	(949) 727-4495	16255 Laguna Canyon Rd	310 330	Irvine	CA	92618-3603
Bio-Medical Applications of California, Inc.	(760) 353-3323	200 Wake Ave		El Centro	CA	92243-9632
Bio-Medical Applications of California, Inc.	(707) 745-1237	6320 Goodyear Rd		Benicia	CA	94510-1218
Bio-Medical Applications of California, Inc.	(714) 634-3583	1809 W Chapman Ave		Orange	CA	92868-2605
Bio-Medical Applications of California, Inc.	(951) 242-9196	27420 Iris Ave		Moreno Valley	CA	92555-4801
Bio-Medical Applications of California, Inc.	(619) 263-1518	499 Raven St		San Diego	CA	92102-4525
Bio-Medical Applications of California, Inc.	(310) 325-0416	1223 Pacific Coast Hwy		Harbor City	CA	92102-4323
Bio-Medical Applications of California, Inc.	(916) 771-4111	1474 Stone Point Dr	Ste 105	Roseville	CA	95661-2839
Bio-Medical Applications of California, Inc.	, ,	3201 Mall View Rd	31E 103	Bakersfield		93306-3061
• •	(661) 873-7918				CA	
Bio-Medical Applications of California, Inc.	(562) 920-2070 (310) 530-1331	10116 Rosecrans Ave		Bellflower	CA	90706-2564
Bio-Medical Applications of California, Inc.	(310) 539-1221	1221 Pacific Coast Hwy	Sto 150	Harbor City	CA	90710-2931
Bio-Medical Applications of California, Inc.	(909) 890-9508	636 E Brier Dr	Ste 150	San Bernardino	CA	92408-2809

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of California, Inc.	(626) 337-8007	1540 W West Covina Pkwy	Ste 101	West Covina	CA	91790-2703
Bio-Medical Applications of California, Inc.	(626) 856-3944	12711 Ramona Blvd	Ste 111	Irwindale	CA	91706-3679
Bio-Medical Applications of California, Inc.	(310) 674-9640	301 N Prairie Ave	Ste 100	Inglewood	CA	90301-4508
Bio-Medical Applications of California, Inc.	(213) 382-8864	3545 Wilshire Blvd	Ste 103	Los Angeles	CA	90010-2305
Bio-Medical Applications of California, Inc.	(310) 639-3122	145 W Victoria St		Long Beach	CA	90805-2162
Bio-Medical Applications of California, Inc.	(858) 385-0700	11031 Via Frontera	Ste C	San Diego	CA	92127-1709
Bio-Medical Applications of California, Inc.	(626) 457-9002	1801 W Valley Blvd	Ste 102	Alhambra	CA	91803-2300
Bio-Medical Applications of California, Inc.	(626) 457-6540	1801 W Valley Blvd	Ste 204	Alhambra	CA	91803-2300
Bio-Medical Applications of California, Inc.	(714) 778-0488	511 N Brookhurst St	Ste 100	Anaheim	CA	92801-5229
Bio-Medical Applications of California, Inc.	(714) 972-1236	2020 E 1st St	Ste 110	Santa Ana	CA	92705-4029
Bio-Medical Applications of California, Inc.	(805) 486-2929	2679 Saviers Rd	Ste B	Oxnard	CA	93033-5323
Bio-Medical Applications of California, Inc.	(951) 343-7700	3470 La Sierra Ave	Ste E	Riverside	CA	92503-5223
Bio-Medical Applications of California, Inc.	(909) 987-8887	10532 Acacia St	Suite B2 / B3	Rancho Cucamoi	CA	91730-5446
Bio-Medical Applications of California, Inc.	(661) 664-0158	8625 Liberty Park Dr	Ste 102	Bakersfield	CA	93311-1381
Bio-Medical Applications of California, Inc.	(949) 587-0163	23681 Via Linda	Ste E	Mission Viejo	CA	92691-7882
Bio-Medical Applications of California, Inc.	(310) 673-3656	336 E Hillcrest Blvd		Inglewood	CA	90301-2414
Bio-Medical Applications of California, Inc.	(858) 793-0058	4765 Carmel Mountain Rd	Ste 100	San Diego	CA	92130-6657
Bio-Medical Applications of California, Inc.	(707) 568-1755	487 Aviation Blvd	# 110	Santa Rosa	CA	95403-1069
Bio-Medical Applications of California, Inc.	(707) 839-4465	1550 Heartwood Dr		Mckinleyville	CA	95519-3984
Bio-Medical Applications of California, Inc.	(818) 837-9980	451 S Brand Blvd	Ste 100	San Fernando	CA	91340-3641
Bio-Medical Applications of California, Inc.	(818) 713-9040	19836 Ventura Blvd	Ste C	Woodland Hills	CA	91364-2678
Bio-Medical Applications of California, Inc.	(661) 729-5680	44950 Valley Central Way	Ste 108-109	Lancaster	CA	93536-7209
Bio-Medical Applications of California, Inc.	(760) 344-3766	751 W Legion Rd	Ste 100	Brawley	CA	92227-7754
Bio-Medical Applications of California, Inc.	(323) 269-2091	5220 Telford St		Los Angeles	CA	90022-1722
Bio-Medical Applications of California, Inc.	(760) 353-3323	200 Wake Ave		El Centro	CA	92243-9632
Bio-Medical Applications of California, Inc.	(760) 922-4415	737 W Hobson Way		Blythe	CA	92225-1514
Bio-Medical Applications of California, Inc.	(510) 744-0790	37478 Cedar Blvd	Ste A	, Newark	CA	94560-4134
Bio-Medical Applications of California, Inc.	(760) 353-0353	110 S 5th St		El Centro	CA	92243-3011
Bio-Medical Applications of California, Inc.	(760) 357-2400	351 E Birch St		Calexico	CA	92231-4350
Bio-Medical Applications of California, Inc.	(805) 525-1500	242 E Harvard Blvd		Santa Paula	CA	93060-3372
Bio-Medical Applications of California, Inc.	(805) 988-3339	1801 Holser Walk	Ste 310	Oxnard	CA	93036-5061
Bio-Medical Applications of California, Inc.	(707) 765-9379	715 Southpoint Blvd	Ste A	Petaluma	CA	94954-6836
Bio-Medical Applications of California, Inc.	(707) 527-5350	1020 2nd St		Santa Rosa	CA	95404-6607
Bio-Medical Applications of California, Inc.	(310) 836-2237	9432 Venice Blvd		Culver City	CA	90232-2624
Bio-Medical Applications of California, Inc.	(805) 658-9211	4567 Telephone Rd	Ste 101	Ventura	CA	93003-5665
Bio-Medical Applications of California, Inc.	(408) 229-0344	6850a Santa Teresa Blvd	# 100	San Jose	CA	95119-1205
Bio-Medical Applications of California, Inc.	(559) 324-1070	6737 N Willow Ave	#c	Fresno	CA	93710-5954
Bio-Medical Applications of California, Inc.	(909) 514-1008	269 E Caroline St	Ste A	San Bernardino	CA	92408-3748
Bio-Medical Applications of California, Inc.	(818) 845-3830	2031 W Alameda Ave	Ste 202	Burbank	CA	91506-2959
Bio-Medical Applications of Camarillo, Inc.	(805) 388-2449	3801 Las Posas Rd	Ste 103	Camarillo	CA	93010-1425
Bio-Medical Applications of Eureka, Inc.	(707) 445-2033	2765 Timber Ridge Ln	333 233	Eureka	CA	95503-4885
Bio-Medical Applications of Fremont, Inc.	(510) 659-1240	39505 Paseo Padre Pkwy		Fremont	CA	94538-2391
Bio-Medical Applications of Fresno, Inc.	(559) 221-6311	3636 N 1st St	Ste 144	Fresno	CA	93726-6818
Bio-Medical Applications of Los Gatos, Inc.	(408) 358-3791	14651 S Bascom Ave	Ste 100	Los Gatos	CA	95032-2004
Conejo Valley Dialysis, Inc.	(805) 496-6071	227 W Janss Rd	Ste 115	Thousand Oaks	CA	91360-1853
Fresenius Medical Care - Eucalyptus, LLC	(310) 680-9101	610 N Eucalyptus Ave	510 115	Inglewood	CA	90302-2202
Fresenius Medical Care Alhambra, LLC	(626) 582-1121	11204 Rush St		South El Monte	CA	91733-3551
Fresenius Medical Care Alhambra, LLC	(626) 458-4726	2300 W Valley Blvd		Alhambra	CA	91803-1930
Fresenius Medical Care Anaheim, LLC	(714) 816-3529	3150 W Lincoln Ave	Ste 100	Anaheim	CA	92801-6022
Fresenius Medical Care Balboa II, LLC	(619) 588-9998	570 N 2nd St	JIC 100	El Cajon	CA	92021-6448
Fresenius Medical Care Balboa II, LLC	(619) 588-7500	570 N 2nd St		El Cajon	CA	92021-6448
resemus ivieuicai care baibua II, LLC	(013) 300-1300	J/U N ZIIU JL		Li Cajuli	CA	32UZI-U <del>44</del> 0

Fearmann Medical Care Bilbobs   LLC	Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Freeman Medical Care Balbon, LLC	Fresenius Medical Care Balboa II, LLC	(619) 462-9992	5995 Severin Dr		La Mesa	CA	91942-3806
Personals Medical Care Balbon, LLC	Fresenius Medical Care Balboa, LLC	(760) 370-5790	2205 Ross Ave	Suite 3 And 4	El Centro	CA	92243-3623
Febrush Medical Cure Patholo, ILC	Fresenius Medical Care Balboa, LLC	(619) 420-1798	340 4th Ave	Ste 18	Chula Vista	CA	91910-3813
Pessenius Medical Care Builsho Neghrology Clinics, LIC	Fresenius Medical Care Balboa, LLC	(858) 571-0232	7927 Ostrow St	Ste A	San Diego	CA	92111-3636
Personation Medical Care Diablo Nephrology Clinics, LLC	Fresenius Medical Care Balboa, LLC	(858) 571-0428	7907 Ostrow St	Ste B	San Diego	CA	92111-3635
Persentiss Medical Care Diablo Nephrology Clinics, LLC   973   497-495   850   Lemmon Im Presentiss Medical Care Diablo Nephrology Clinics, LLC   973   756-2490   2386 Buchannan Rd   100   1	Fresenius Medical Care Balboa, LLC	(619) 420-6725	630 Bay Blvd	Ste 101	Chula Vista	CA	91910-5262
Fresenis Medical Care Diable Nephrology Clinics, LLC   923/ 349-84772   231s Loverlage Rd	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 798-8844	508 Contra Costa Blvd	Ste D	Pleasant Hill	CA	94523-1239
Freemiss Medical Care Diablo Nephrology Clinics, LLC	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 947-4545	365 Lennon Ln	Ste 160	Walnut Creek	CA	94598-5908
Freenius Medical Care Diablo Nephrology Clinics, LIC   1925   13-7335   2510 Ohrar Ave   58 to   10 Anchoic   0.4   0.	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 439-8772	2155 Loveridge Rd		Pittsburg	CA	94565-5019
Peasemiss Medical Care Babilos (12 me State (12 me Stat	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 756-2490	2386 Buchanan Rd		Antioch	CA	94509-4411
Peasemiss Medical Care Babilos (12 me State (12 me Stat	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 513-7135	4510 Ohara Ave	Ste B	Brentwood	CA	94513-2256
Fresenius Medical Care Forsano, LLC   \$18,9 Models   \$25 Central New   \$70,000   \$10	Fresenius Medical Care Diablo Nephrology Clinics, LLC	(925) 779-1254	2163 Country Hills Dr	Ste 101	Antioch	CA	94509-7435
Fresenis Medical Care Fresenio, ILC   \$183   \$42,148   \$189   N Him Ave   Fresenio, ILC   \$182   \$20   100   \$25   \$10   \$10   \$10   \$25   \$10	Fresenius Medical Care East Lakes, LLC	(619) 397-0939	2391 Boswell Rd		Chula Vista	CA	91914-3509
Fresenius Medical Care Folimenia Medical Ca	Fresenius Medical Care Fresno, LLC	` '	1899 N Helm Ave		Fresno		93727-1612
Fresenius Medical Care Invine, LLC	Fresenius Medical Care Glendale, LLC	• • •	623 S Central Ave		Glendale	CA	91204-2008
Fresenius Medical Care Long Beach, LLC	Fresenius Medical Care Irvine, LLC		16255 Laguna Canyon Rd		Irvine	CA	92618-3603
Fresenius Medical Care Long Beach, LLC	Fresenius Medical Care Long Beach, LLC	` '		Ste E	Carson		90746-3617
Fresenius Medical Care Northcoast, LLC		• • •	440 W Ocean Blvd		Long Beach		90802-4518
Fresenius Medical Care Northcoast, LLC   (760) 631-7900   950 Hadienda Dr   1900   950 Hadienda Dr   1900 Hadienda Dr   1900   950 Hadienda Dr   1900	- '	(760) 631-7903	950 Hacienda Dr		_		92081-6499
Fresenius Medical Care Northcoast, LLC	Fresenius Medical Care Northcoast, LLC		950 Hacienda Dr		Vista		92081-6499
Fresenius Medical Care Orange County, LLC	Fresenius Medical Care Northcoast, LLC	` '		Ste A			
Fresenius Medical Care Orange County, LIC	Fresenius Medical Care Norwalk, LLC	• • •	•		Santa Fe Springs		90670-4930
Fresenius Medical Care Orange County, LLC	Fresenius Medical Care Orange County, LLC		17197 Newhope St				
Fresenius Medical Care Orange County, LLC		` '	' <b>-</b>		•		
Fresenius Medical Care Orange County, LLC		• •	•		Tustin		92780-3312
Fresenius Medical Care Orange County, LLC   (714) 741-7255   12555 Garden Grove Blvd   Ste 100   Garden Grove CA   92843-1904   Fresenius Medical Care Orange County, LLC   (714) 435-0281   717) Newhopee \$t\$   Ste E   Fountain Valley CA   92708-42228   Care Orange County, LLC   (714) 773-1407   1401 \$ Brookhurst Rd   Ste 108-109   Fullerton   CA   92834-4471   Fresenius Medical Care Orange County, LLC   (661) 615-4200   3101 Pegasus Dr   Ste 100   Bakersfield   CA   93308-6815   Fresenius Medical Care Reedley, LLC   (559) 637-1676   810 E Manning Ave   Reedley CA   93408-8615   Fresenius Medical Care Reenal Therapeutics, LLC   (818) 781-7888   14812 Oxnard \$t\$   Van Nuys   CA   93145-1201   Fresenius Medical Care Renal Therapeutics, LLC   (818) 888-1224   11550 Indian Hills Rd   Ste 100   Dixon   CA   93654-2239   Fresenius Medical Care Boano County, LLC   (707) 678-6433   125 N Lincoln \$t\$   Ste B   Dixon   CA   93659-3015   Garey Dialysis Center Partnership   (909) 593-863   150 E Arrow Hwy   Pomona   CA   93767-2104   Garey Dialysis Center Partnership   (909) 593-863   150 E Arrow Hwy   Pomona   CA   93767-2104   Haemo-Stat, Inc.   (805) 584-3966   3357-551   120 W Foothill Blvd   Fresenius Medical Care Modifical (California), LLC   (818) 376-6033   354 Main \$t\$   Woodland (California) & Woo	- · · · · · · · · · · · · · · · · · · ·	` '					
Fresenius Medical Care Orange County, LLC		• • •		Ste 100			
Fresenius Medical Care Orange County, LLC   (661) 615-420		• • •					
Fresenius Medical Care Pegaus, LLC   (661) 615-4200   (559) 637-1676   (559) 638-1672   (		` '		Ste 108-109	•		92833-4471
Fresenius Medical Care Reedley, LLC         (559) 637-1676         810 E Manning Ave         Reedley         CA         93654-2232           Fresenius Medical Care Renal Therapeutics, LLC         (818) 881-7888         14812 Oxnard St         Van Nuys         CA         91411-3143           Fresenius Medical Care Renal Therapeutics, LLC         (818) 898-1724         11550 Indian Hills Rd         Ste 100         Mission Hills         CA         91451-3143           Fresenius Medical Care Woodland (California), LLC         (530) 668-4503         35 W Main St         Ste B         Dixon         CA         95620-3259           Fresenius Medical Care Woodland (California), LLC         (530) 668-4503         35 W Main St         Ste B         Dixon         CA         95620-3259           Fresenius Medical Care Woodland (California), LLC         (530) 668-4503         35 W Main St         Ste B         Dixon         CA         95695-3015           Garey Dialysis Center Partnership         (666) 335-7551         120 W Foothill Blvd         For Armon May         For Armon Main St         Glendora         CA         91741-3364           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2851           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         S	Fresenius Medical Care Pegasus, LLC	(661) 615-4200	3101 Pegasus Dr	Ste 100	Bakersfield	CA	93308-6815
Fresenius Medical Care Renal Therapeutics, LLC         (818) 781-7888         14812 Oxnard St         Van Nuys         CA         91411-3143           Fresenius Medical Care Renal Therapeutics, LLC         (818) 898-1724         11550 Indian Hills Rd         Ste 100         Mission Hills         CA         91341-2014           Fresenius Medical Care Solano County, LLC         (707) 678-6433         125 N Lincoln St         Ste B         Dixon         CA         95620-3259           Fresenius Medical Care Woodland (California), LLC         (530) 668-4503         35 W Main St         Learn May         Pomona         CA         95695-3015           Garey Dialysis Center Partnership         (909) 593-5863         150 E Arrow Hwy         Pomona         CA         91767-2104           Garey Dialysis Center Partnership         (626) 335-7551         120 W Foothill Blvd         Glendora         CA         91767-2104           Haemo-Stat, Inc.         (805) 584-3966         3375 Cochran St         Ste A1         Van Nuys         CA         93063-2528           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         94166-2818           Liberty Dialysis - Pasadena, LLC         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         92618-3603							
Fresenius Medical Care Renal Therapeutics, LLC   (818) 898-1724   11550 Indian Hills Rd   Ste 100   Mission Hills   CA   91345-1201	•		_		•		
Fresenius Medical Care Solano County, LLC         (707) 678-6433         125 N Lincoln St         Ste B         Dixon         CA         95620-3259           Fresenius Medical Care Woodland (California), LLC         (530) 668-4503         35 W Main St         Woodland         CA         95690-3259           Garey Dialysis Center Partnership         (909) 593-5863         150 E Arrow Hwy         Pomona         CA         91767-2104           Haemo-Stat, Inc.         (805) 584-3966         3375 Cochran St         Simi Valley         CA         93063-2528           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2872           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2872           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2871           Liberty Dialysis - Pasadena, LLC         (626) 396-6957         757 S Raymond Ave         Van Nuys         CA         91406-2871           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Superior Dialysis, LLC         (994) 574-4733 <t< td=""><td>•</td><td></td><td>11550 Indian Hills Rd</td><td>Ste 100</td><td>•</td><td></td><td></td></t<>	•		11550 Indian Hills Rd	Ste 100	•		
Fresenius Medical Care Woodland (California), LLC   530) 668-4503   35 W Main St   Woodland   CA   95695-3015   Garey Dialysis Center Partnership   (909) 593-5863   150 E Arrow Hwy   Pomona   CA   91767-2104	•		125 N Lincoln St		Dixon		
Garey Dialysis Center Partnership         (909) 593-5863         150 E Arrow Hwy         Pomona         CA         91767-2104           Garey Dialysis Center Partnership         (626) 335-7551         120 W Foothill Blvd         Glendora         CA         91741-3364           Haemo-Stat, Inc.         (805) 584-3966         3375 Cochran St         Similar Walley         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2852           Liberty Dialysis Services, LLC         (818) 376-4033         7247 Hayvenhurst Ave         Ste B         Costa Mesa         CA         91105-3217	•						
Garey Dialysis Center Partnership         (626) 335-7551         120 W Foothill Blvd         Glendora         CA         91741-3364           Haemo-Stat, Inc.         (805) 584-3966         3375 Cochran St         Simi Valley         CA         93063-2528           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (949) 727-4495         16255 Laguna Canyon Rd         Invine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Invine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Invine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Invine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Invine         CA         921405-2871           Liberty Dialysis - Pasadena, LLC         (626) 396-6957         757 S Raymond Ave         Ste B         Costa Mesa         CA         91405-2871           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA	· · · · · · · · · · · · · · · · · · ·						
Haemo-Stat, Inc.         (805) 584-3966         3375 Cochran St         Simi Valley         CA         93063-2528           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Ste A1         Van Nuys         CA         91406-2852           Haemo-Stat, Inc.         (949) 727-4495         16255 Laguna Canyon Rd         Irvine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2871           Liberty Dialysis - Pasadena, LLC         (626) 396-6957         757 S Raymond Ave         Pasadena         CA         91105-3250           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         9266-4139           Newport Superior Dialysis, LLC         (949) 574-4733         510 Superior Ave         Ste 150         Newport Beach         CA         92663-4819           Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Pasadena         CA         92663-1636           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         COlton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         <	•		•				
Haemo-Stat, Inc.       (818) 376-4033       7247 Hayvenhurst Ave       Ste A1       Van Nuys       CA       91406-2852         Haemo-Stat, Inc.       (949) 727-4495       16255 Laguna Canyon Rd       Irvine       CA       92618-3603         Haemo-Stat, Inc.       (818) 376-4033       7247 Hayvenhurst Ave       Van Nuys       CA       91406-2871         Liberty Dialysis - Pasadena, LLC       (626) 396-6957       757 S Raymond Ave       Pasadena       CA       91105-3250         Newport Mesa Dialysis Services, LLC       (714) 641-5808       1175 Baker St       Ste B       Costa Mesa       CA       92626-4139         Newport Superior Dialysis, LLC       (949) 574-4733       510 Superior Ave       Ste 150       Newport Beach       CA       92663-3603         Pasadena Dialysis, LLC       (626) 441-9500       1111 S Arroyo Pkwy       Ste 150       Newport Beach       CA       92663-3613         RAI Care Centers of Colton, LLC       (909) 430-0930       1275 W C St       Colton       CA       92324-1916         RAI Care Centers of Goldenwest, LLC       (714) 373-1543       15330 Goldenwest St       Westminster       CA       92683-6150         RAI Care Centers of Northern California I, LLC       (916) 773-4000       1451 Secret Ravine Pkwy       Bld D, Ste 130       Roseville <td< td=""><td>·</td><td>• • •</td><td></td><td></td><td></td><td></td><td></td></td<>	·	• • •					
Haemo-Stat, Inc.         (949) 727-4495         16255 Laguna Canyon Rd         Irvine         CA         92618-3603           Haemo-Stat, Inc.         (818) 376-4033         7247 Hayvenhurst Ave         Van Nuys         CA         91406-2871           Liberty Dialysis - Pasadena, LLC         (626) 396-6957         757 S Raymond Ave         Pasadena         CA         91105-3250           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Superior Dialysis, LLC         (949) 574-4733         510 Superior Ave         Ste 150         Newport Beach         CA         92663-3663           Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Newport Beach         CA         9105-3217           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         15330 Goldenwest St         Westminster         CA         92683-6150           RAI Care Centers of Northern California I, LLC         (916) 773-4000         1451 Secret Ravine Pkwy         Bld D, Ste 130         Roseville         CA         95561-6052           RAI Care Centers of Northern Califor	·	• •		Ste A1	•		
Haemo-Stat, Inc.       (818) 376-4033       7247 Hayvenhurst Ave       Van Nuys       CA       91406-2871         Liberty Dialysis - Pasadena, LLC       (626) 396-6957       757 S Raymond Ave       Pasadena       CA       91105-3250         Newport Mesa Dialysis Services, LLC       (714) 641-5808       1175 Baker St       Ste B       Costa Mesa       CA       92626-4139         Newport Superior Dialysis, LLC       (949) 574-4733       510 Superior Ave       Ste 150       Newport Beach       CA       92663-3663         Pasadena Dialysis, LLC       (626) 441-9500       1111 S Arroyo Pkwy       Ste 150       Pasadena       CA       91105-3217         RAI Care Centers of Colton, LLC       (909) 430-0930       1275 W C St       Colton       CA       92324-1916         RAI Care Centers of Goldenwest, LLC       (714) 373-1543       15330 Goldenwest St       Westminster       CA       92683-6150         RAI Care Centers of Northern California I, LLC       (916) 773-4000       1451 Secret Ravine Pkwy       Bld D, Ste 130       Roseville       CA       95661-6052         RAI Care Centers of Northern California I, LLC       (916) 478-3520       8139 Elk Grove Blvd       Ste 200       Elk Grove       CA       95758-5522			•		•		
Liberty Dialysis - Pasadena, LLC         (626) 396-6957         757 S Raymond Ave         Pasadena         CA         91105-3250           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Superior Dialysis, LLC         (949) 574-4733         510 Superior Ave         Ste 150         Newport Beach         CA         92663-3663           Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Pasadena         CA         91105-3217           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         15330 Goldenwest St         Westminster         CA         92683-6150           RAI Care Centers of Northern California I, LLC         (916) 773-4000         1451 Secret Ravine Pkwy         Bld D, Ste 130         Roseville         CA         95661-6052           RAI Care Centers of Northern California I, LLC         (916) 478-3520         8139 Elk Grove Blvd         Ste 200         Elk Grove         CA	·	• •	•				
Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Mesa Dialysis Services, LLC         (714) 641-5808         1175 Baker St         Ste B         Costa Mesa         CA         92626-4139           Newport Superior Dialysis, LLC         (949) 574-4733         510 Superior Ave         Ste 150         Newport Beach         CA         9263-3663           Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Pasadena         CA         91105-3217           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         15330 Goldenwest St         Westminster         CA         92683-6150           RAI Care Centers of Northern California I, LLC         (916) 773-4000         1451 Secret Ravine Pkwy         Bld D, Ste 130         Roseville         CA         95661-6052           RAI Care Centers of Northern California I, LLC         (916) 478-3520         8139 Elk Grove Blvd         Ste 200         Elk Grove         CA         95758-5522			•		•		
Newport Mesa Dialysis Services, LLC  (714) 641-5808  (714) 641			•	Ste B			
Newport Superior Dialysis, LLC         (949) 574-4733         510 Superior Ave         Ste 150         Newport Beach         CA         92663-3663           Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Pasadena         CA         91105-3217           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         15330 Goldenwest St         Westminster         CA         92683-6150           RAI Care Centers of Northern California I, LLC         (916) 773-4000         1451 Secret Ravine Pkwy         Bld D, Ste 130         Roseville         CA         95661-6052           RAI Care Centers of Northern California I, LLC         (916) 478-3520         8139 Elk Grove Blvd         Ste 200         Elk Grove         CA         95758-5522	·						
Pasadena Dialysis, LLC         (626) 441-9500         1111 S Arroyo Pkwy         Ste 150         Pasadena         CA         91105-3217           RAI Care Centers of Colton, LLC         (909) 430-0930         1275 W C St         Colton         CA         92324-1916           RAI Care Centers of Goldenwest, LLC         (714) 373-1543         15330 Goldenwest St         Westminster         CA         92683-6150           RAI Care Centers of Northern California I, LLC         (916) 773-4000         1451 Secret Ravine Pkwy         Bld D, Ste 130         Roseville         CA         95661-6052           RAI Care Centers of Northern California I, LLC         (916) 478-3520         8139 Elk Grove Blvd         Ste 200         Elk Grove         CA         95758-5522	•	• •					
RAI Care Centers of Colton, LLC       (909) 430-0930       1275 W C St       Colton       CA       92324-1916         RAI Care Centers of Goldenwest, LLC       (714) 373-1543       15330 Goldenwest St       Westminster       CA       92683-6150         RAI Care Centers of Northern California I, LLC       (916) 773-4000       1451 Secret Ravine Pkwy       Bld D, Ste 130       Roseville       CA       95661-6052         RAI Care Centers of Northern California I, LLC       (916) 478-3520       8139 Elk Grove Blvd       Ste 200       Elk Grove       CA       95758-5522			•		•		
RAI Care Centers of Goldenwest, LLC (714) 373-1543 15330 Goldenwest St Westminster CA 92683-6150 RAI Care Centers of Northern California I, LLC (916) 773-4000 1451 Secret Ravine Pkwy Bld D, Ste 130 Roseville CA 95661-6052 RAI Care Centers of Northern California I, LLC (916) 478-3520 8139 Elk Grove Blvd Ste 200 Elk Grove CA 95758-5522	•		· · ·				
RAI Care Centers of Northern California I, LLC (916) 773-4000 1451 Secret Ravine Pkwy Bld D, Ste 130 Roseville CA 95661-6052 RAI Care Centers of Northern California I, LLC (916) 478-3520 8139 Elk Grove Blvd Ste 200 Elk Grove CA 95758-5522	·						
RAI Care Centers of Northern California I, LLC (916) 478-3520 8139 Elk Grove Blvd Ste 200 Elk Grove CA 95758-5522	·			Bld D. Ste 130			
	·		·	·			
RAI Care Centers of Northern California I, LLC (209) 955-7527 3115 W March Ln Stockton CA 95219-2393	·						

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
RAI Care Centers of Northern California I, LLC	(209) 943-0854	2350 N California St		Stockton	CA	95204-5506
RAI Care Centers of Northern California I, LLC	(916) 746-0071	1781 Santa Clara Dr		Roseville	CA	95661-2907
RAI Care Centers of Northern California I, LLC	(916) 394-9312	4660 Mack Rd	Ste 168	Sacramento	CA	95823-8202
RAI Care Centers of Northern California I, LLC	(707) 434-9088	490 Chadbourne Rd	Ste D	Fairfield	CA	94534-9613
RAI Care Centers of Northern California I, LLC	(530) 343-5279	3011 Ceres Ave	Ste 125	Chico	CA	95973-5636
RAI Care Centers of Northern California II, LLC	(415) 648-4182	626 Potrero Ave		San Francisco	CA	94110-2117
RAI Care Centers of Northern California II, LLC	(510) 835-0154	2757 Telegraph Ave		Oakland	CA	94612-1733
RAI Care Centers of Northern California II, LLC	(510) 286-9948	2710 Telegraph Ave	Ste 200	Oakland	CA	94612-1771
RAI Care Centers of Northern California II, LLC	(415) 406-1090	1738 Ocean Ave		San Francisco	CA	94112-1737
RAI Care Centers of Northern California II, LLC	(415) 752-9886	1800 Haight St		San Francisco	CA	94117-2712
RAI Care Centers of Northern California II, LLC	(510) 553-1333	7200 Bancroft Ave	Ste 220	Oakland	CA	94605-2414
RAI Care Centers of Northern California II, LLC	(510) 430-8311	198 E 14th St		San Leandro	CA	94577-1652
RAI Care Centers of Northern California II, LLC	(916) 624-3871	6000 Fairway Dr	Ste 14	Rocklin	CA	95677-4246
RAI Care Centers of Northern California II, LLC	(916) 434-5597	811 Sterling Pkwy	Bld 11	Lincoln	CA	95648-7329
RAI Care Centers of Oakland I, LLC	(510) 452-8302	2710 Telegraph Ave	#205	Oakland	CA	94612-1770
RAI Care Centers of Oakland II, LLC	(510) 261-8219	2628 International Blvd	Ste 100	Oakland	CA	94601-1512
RAI Care Centers of Santa Ana, LLC	(714) 754-1670	2740 S Bristol St	Ste 110	Santa Ana	CA	92704-6232
RAI Care Centers of Southern California I, LLC	(323) 887-0841	5714 E Olympic Blvd		Commerce	CA	90022-5115
RAI Care Centers of Southern California I, LLC	(323) 563-1140	11859 Compton Ave		Los Angeles	CA	90059-2958
RAI Care Centers of Southern California I, LLC	(818) 365-5270	501 S Brand Blvd	Ste 1	San Fernando	CA	91340-4929
RAI Care Centers of Southern California I, LLC	(909) 792-8880	1210 Indiana Ct		Redlands	CA	92374-2896
RAI Care Centers of Southern California I, LLC	(909) 381-1591	1500 N Waterman Ave		San Bernardino	CA	92404-5111
RAI Care Centers of Southern California II, LLC	(310) 673-6865	1416 Centinela Ave		Inglewood	CA	90302-1142
RAI Care Centers of Southern California II, LLC	(619) 229-1070	7007 Mission Gorge Rd		San Diego	CA	92120-2422
RAI Care Centers of Southern California II, LLC	(760) 346-7588	41501 Corporate Way		Palm Desert	CA	92260-1974
RAI Care Centers of Southern California II, LLC	(760) 347-3986	46767 Monroe St	Ste 101	Indio	CA	92201-5593
RAI Care Centers of Southern California II, LLC	(909) 879-1185	1850 N Riverside Ave	Ste 150	Rialto	CA	92376-8056
RAI Care Centers of Southern California II, LLC	(619) 442-4122	858 Fletcher Pkwy		El Cajon	CA	92020-1818
RAI Care Centers of Southern California II, LLC	(909) 854-4336	10557 Juniper Ave	Ste A	Fontana	CA	92337-7589
RAI Care Centers of Southern California II, LLC	(951) 769-5072	1536 E 6th St		Beaumont	CA	92223-2508
Renal Research Institute, LLC	(949) 631-0107	3333 W Coast Hwy	Ste 101	Newport Beach	CA	92663-4039
San Diego Dialysis Services, Inc.	(949) 753-1693	16255 Laguna Canyon Rd		Irvine	CA	92618-3603
San Diego Dialysis Services, Inc.	,	16255 Laguna Canyon Rd		Irvine	CA	92618-3603
San Diego Dialysis Services, Inc.	(949) 727-4495	16255 Laguna Canyon Rd		Irvine	CA	92618-3603
San Diego Dialysis Services, Inc.	(858) 627-3506	7907 Ostrow St	Ste D	San Diego	CA	92111-3635
San Diego Dialysis Services, Inc.	(619) 475-2872	6919 Paradise Valley Rd		San Diego	CA	92139-1225
San Diego Dialysis Services, Inc.	(619) 516-4803	4660 El Cajon Blvd	Ste 110	San Diego	CA	92115-4465
San Diego Dialysis Services, Inc.	(619) 299-3900	3960 3rd Ave		San Diego	CA	92103-3003
San Diego Dialysis Services, Inc.	(619) 474-8151	303 W 26th St		National City	CA	91950-6615
San Diego Dialysis Services, Inc.	(619) 429-9201	2252 Verus St		San Diego	CA	92154-4707
San Diego Dialysis Services, Inc.	(619) 264-4100	720 Gateway Center Dr	Ste B	San Diego	CA	92102-4549
San Diego Dialysis Services, Inc.	(619) 429-9690	3010 Del Sol Blvd	545.2	San Diego	CA	92154-3475
Santa Barbara Community Dialysis Center, Inc.	(805) 964-7873	222 Pesetas Ln		Santa Barbara	CA	93110-1417
Apheresis Care Group, Inc.	(480) 967-7706	4602 E Elwood St		Phoenix	AZ	85040-1960
Apheresis Care Group, Inc.	(480) 967-7706	4602 E Elwood St		Phoenix	AZ	85040-1960
Apheresis Care Group, Inc.	(928) 680-4748	1761 Mcculloch Blvd N		Lake Havasu City	AZ	86403-0949
Apheresis Care Group, Inc.	(928) 444-1988	2735 Silver Creek Rd		Bullhead City	AZ	86442-7924
Bio-Medical Applications of Arizona, Inc.	(520) 836-5883	1041 N Arizola Rd		Casa Grande	AZ	85122-6003
Bio-Medical Applications of Arizona, Inc.	(623) 877-0920	6622 N 91st Ave	Ste 210	Glendale	AZ	85305-2569
Bio-Medical Applications of Arizona, Inc.	(520) 458-4490	5555 Mesa Verde Dr	Ste 120	Sierra Vista	AZ	85635-4311
Bio-Medical Applications of Arizona, Inc.	(480) 946-1455	4141 N Scottsdale Rd	# 100	Scottsdale	AZ AZ	85251-4064
bio-Medical Applications of Affzona, Inc.	(400) 340-1433	4141 IN SCULLSUAIE KU	# 100	Scottsuale	AL	03231-4004

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Arizona, Inc.	(602) 272-3116	4901 W Mcdowell Rd	Ste 120	Phoenix	ΑZ	85035-4160
Bio-Medical Applications of Arizona, Inc.	(623) 934-9091	4407 W Peoria Ave		Glendale	ΑZ	85302-2036
Bio-Medical Applications of Arizona, Inc.	(602) 863-7954	16605 N 28th Ave	Ste 100	Phoenix	AZ	85053-7551
Bio-Medical Applications of Arizona, Inc.	(623) 772-1334	6622 N 91st Ave	Ste 120	Glendale	AZ	85305-2512
Bio-Medical Applications of Arizona, Inc.	(520) 790-0461	5555 E 5th St	Ste 155	Tucson	AZ	85711-2415
Bio-Medical Applications of Arizona, Inc.	(928) 443-3083	3605 Ranch Dr		Prescott	AZ	86303-6729
Bio-Medical Applications of Arizona, Inc.	(480) 857-8338	3511 S Mercy Rd	Ste 201	Gilbert	ΑZ	85297-0443
Bio-Medical Applications of Arizona, Inc.	(480) 833-7440	1211 N Country Club Dr	Ste 4	Mesa	ΑZ	85201-2545
Bio-Medical Applications of Arizona, Inc.	(602) 439-8200	16844 N 59th Ave		Glendale	ΑZ	85306-1118
Bio-Medical Applications of Arizona, Inc.	(623) 974-5851	13090 N 94th Dr	Ste 100	Peoria	ΑZ	85381-4257
Bio-Medical Applications of Arizona, Inc.	(623) 435-1155	5957 W Northern Ave	Ste 108	Glendale	ΑZ	85301-7825
Bio-Medical Applications of Arizona, Inc.	(602) 870-9077	1957 W Dunlap Ave	Ste 7c	Phoenix	AZ	85021-2985
Bio-Medical Applications of Arizona, Inc.	(602) 943-1763	1957 W Dunlap Ave	Ste 6c	Phoenix	AZ	85021-2985
Bio-Medical Applications of Arizona, Inc.	(602) 971-4555	15846 N Cave Creek Rd	Ste 2	Phoenix	AZ	85032-3544
Bio-Medical Applications of Arizona, Inc.	(480) 998-1842	16101 N 82nd St	# A10	Scottsdale	AZ	85260-1864
Bio-Medical Applications of Arizona, Inc.	(623) 869-6089	21241 N 23rd Ave	Ste 11	Phoenix	AZ	85027-2538
Bio-Medical Applications of Arizona, Inc.	(623) 546-2718	14510 W Shumway Dr	Ste 1100	Sun City West	AZ	85375-5815
Bio-Medical Applications of Arizona, Inc.	(928) 289-1003	721 Mikes Pike St	3te 100	Winslow	AZ	86047-2401
Bio-Medical Applications of Arizona, Inc.		2650 Miracle Mile			AZ AZ	86442-7548
• • • • • • • • • • • • • • • • • • • •	(928) 763-5550		1220E Kannady Dr	Bullhead City		
Bio-Medical Applications of Arizona, Inc.	(928) 669-9838	Rr 1	12205 Kennedy Dr	Parker	AZ	85344-9701
Bio-Medical Applications of Arizona, Inc.	(928) 527-4990	5200 E Cortland Blvd	Ste A1	Flagstaff	AZ	86004-9336
Bio-Medical Applications of Arizona, Inc.	(928) 443-9626	3605 Ranch Dr	61 404	Prescott	AZ	86303-6729
Bio-Medical Applications of Arizona, Inc.	(520) 297-1490	6261 N La Cholla Blvd	Ste 181	Tucson	AZ	85741-3563
Bio-Medical Applications of Arizona, Inc.	(520) 792-2999	2802 S 6th Ave		Tucson	AZ	85713-4703
Bio-Medical Applications of Arizona, Inc.	(480) 497-1127	1525 N Gilbert Rd	Ste 121	Gilbert	AZ	85234-2305
Bio-Medical Applications of Arizona, Inc.	(602) 957-2142	4021 N 30th St		Phoenix	AZ	85016-6891
Bio-Medical Applications of Arizona, Inc.	(602) 274-2293	3421 N 7th Ave		Phoenix	ΑZ	85013-3635
Bio-Medical Applications of Arizona, Inc.	(602) 268-8158	26 E Baseline Rd	Ste 142	Phoenix	ΑZ	85042-6547
Bio-Medical Applications of Arizona, Inc.	(602) 253-1954	1021 S 7th Ave	Ste 108	Phoenix	AZ	85007-3755
Bio-Medical Applications of Arizona, Inc.	(520) 868-1144	300 W Highway 287	# 300	Florence	ΑZ	85132-9376
Bio-Medical Applications of Arizona, Inc.	(928) 681-2342	1721 Airway Ave		Kingman	ΑZ	86409-3620
Bio-Medical Applications of Arizona, Inc.	(623) 583-8865	12213 W Bell Rd	Ste 110	Surprise	ΑZ	85378-9519
Bio-Medical Applications of Arizona, Inc.	(602) 352-0724	5546 W Roosevelt St	Ste 1	Phoenix	ΑZ	85043-2608
Bio-Medical Applications of Arizona, Inc.	(623) 536-1096	13657 W Mcdowell Rd	Ste 106	Goodyear	ΑZ	85395-2602
Bio-Medical Applications of Arizona, Inc.	(623) 643-9334	10750 W Mcdowell Rd	Ste E500	Avondale	ΑZ	85392-5970
Bio-Medical Applications of Arizona, Inc.	(623) 925-8955	500 N Bullard Ave	Ste C34	Goodyear	ΑZ	85338-2520
Bio-Medical Applications of Arizona, Inc.	(520) 624-0266	100 W Grant Rd		Tucson	AZ	85705-5531
Bio-Medical Applications of Arizona, Inc.	(520) 889-4555	1430 W Valencia Rd	Ste 1	Tucson	AZ	85746-6001
Bio-Medical Applications of Arizona, LLC	(520) 836-5883	1041 N Arizola Rd		Casa Grande	AZ	85122-6003
Bio-Medical Applications of Arizona, LLC	(623) 877-0920	6622 N 91st Ave	Ste 210	Glendale	ΑZ	85305-2569
Bio-Medical Applications of Arizona, LLC	(520) 458-4490	5555 Mesa Verde Dr	Ste 120	Sierra Vista	AZ	85635-4311
Bio-Medical Applications of Arizona, LLC	(480) 946-1455	4141 N Scottsdale Rd	# 100	Scottsdale	AZ	85251-4064
Bio-Medical Applications of Arizona, LLC	(602) 272-3116	4901 W Mcdowell Rd	Ste 120	Phoenix	AZ	85035-4160
Bio-Medical Applications of Arizona, LLC	(623) 934-9091	4407 W Peoria Ave		Glendale	ΑZ	85302-2036
Bio-Medical Applications of Arizona, LLC	(602) 863-7954	16605 N 28th Ave	Ste 100	Phoenix	AZ	85053-7551
Bio-Medical Applications of Arizona, LLC	(623) 772-1334	6622 N 91st Ave	Ste 120	Glendale	AZ	85305-2512
Bio-Medical Applications of Arizona, LLC	(520) 790-0461	5555 E 5th St	Ste 155	Tucson	AZ	85711-2415
Bio-Medical Applications of Arizona, LLC	(928) 443-3083	3605 Ranch Dr		Prescott	AZ	86303-6729
Bio-Medical Applications of Arizona, LLC	(480) 857-8338	3511 S Mercy Rd	Ste 201	Gilbert	AZ	85297-0443
Bio-Medical Applications of Arizona, LLC	(480) 833-7440	1211 N Country Club Dr	Ste 4	Mesa	AZ	85201-2545
Bio-Medical Applications of Arizona, LLC	(602) 439-8200	16844 N 59th Ave		Glendale	AZ	85306-1118
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Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Arizona, LLC	(623) 974-5851	13090 N 94th Dr	Ste 100	Peoria	ΑZ	85381-4257
Bio-Medical Applications of Arizona, LLC	(623) 435-1155	5957 W Northern Ave	Ste 108	Glendale	ΑZ	85301-7825
Bio-Medical Applications of Arizona, LLC	(602) 870-9077	1957 W Dunlap Ave	Ste 7c	Phoenix	ΑZ	85021-2985
Bio-Medical Applications of Arizona, LLC	(602) 943-1763	1957 W Dunlap Ave	Ste 6c	Phoenix	ΑZ	85021-2985
Bio-Medical Applications of Arizona, LLC	(602) 971-4555	15846 N Cave Creek Rd	Ste 2	Phoenix	ΑZ	85032-3544
Bio-Medical Applications of Arizona, LLC	(480) 998-1842	16101 N 82nd St	# A10	Scottsdale	ΑZ	85260-1864
Bio-Medical Applications of Arizona, LLC	(623) 869-6089	21241 N 23rd Ave	Ste 11	Phoenix	ΑZ	85027-2538
Bio-Medical Applications of Arizona, LLC	(623) 546-2718	14510 W Shumway Dr	Ste 100	Sun City West	ΑZ	85375-5815
Bio-Medical Applications of Arizona, LLC	(928) 289-1003	721 Mikes Pike St		Winslow	ΑZ	86047-2401
Bio-Medical Applications of Arizona, LLC	(928) 763-5550	2650 Miracle Mile		<b>Bullhead City</b>	ΑZ	86442-7548
Bio-Medical Applications of Arizona, LLC	(928) 669-9838	Rr 1	12205 Kennedy Dr	Parker	ΑZ	85344-9701
Bio-Medical Applications of Arizona, LLC	(928) 527-4990	5200 E Cortland Blvd	Ste A1	Flagstaff	ΑZ	86004-9336
Bio-Medical Applications of Arizona, LLC	(928) 443-9626	3605 Ranch Dr		Prescott	ΑZ	86303-6729
Bio-Medical Applications of Arizona, LLC	(520) 297-1490	6261 N La Cholla Blvd	Ste 181	Tucson	ΑZ	85741-3563
Bio-Medical Applications of Arizona, LLC	(520) 792-2999	2802 S 6th Ave		Tucson	ΑZ	85713-4703
Bio-Medical Applications of Arizona, LLC	(480) 497-1127	1525 N Gilbert Rd	Ste 121	Gilbert	ΑZ	85234-2305
Bio-Medical Applications of Arizona, LLC	(602) 957-2142	4021 N 30th St		Phoenix	ΑZ	85016-6891
Bio-Medical Applications of Arizona, LLC	(602) 274-2293	3421 N 7th Ave		Phoenix	ΑZ	85013-3635
Bio-Medical Applications of Arizona, LLC	(602) 268-8158	26 E Baseline Rd	Ste 142	Phoenix	ΑZ	85042-6547
Bio-Medical Applications of Arizona, LLC	(602) 253-1954	1021 S 7th Ave	Ste 108	Phoenix	ΑZ	85007-3755
Bio-Medical Applications of Arizona, LLC	(520) 868-1144	300 W Highway 287	# 300	Florence	ΑZ	85132-9376
Bio-Medical Applications of Arizona, LLC	(928) 681-2342	1721 Airway Ave		Kingman	ΑZ	86409-3620
Bio-Medical Applications of Arizona, LLC	(623) 583-8865	12213 W Bell Rd	Ste 110	Surprise	ΑZ	85378-9519
Bio-Medical Applications of Arizona, LLC	(602) 352-0724	5546 W Roosevelt St	Ste 1	Phoenix	ΑZ	85043-2608
Bio-Medical Applications of Arizona, LLC	(623) 536-1096	13657 W Mcdowell Rd	Ste 106	Goodyear	ΑZ	85395-2602
Bio-Medical Applications of Arizona, LLC	(623) 643-9334	10750 W Mcdowell Rd	Ste E500	Avondale	ΑZ	85392-5970
Bio-Medical Applications of Arizona, LLC	(623) 925-8955	500 N Bullard Ave	Ste C34	Goodyear	ΑZ	85338-2520
Bio-Medical Applications of Arizona, LLC	(520) 624-0266	100 W Grant Rd		Tucson	ΑZ	85705-5531
Bio-Medical Applications of Arizona, LLC	(520) 889-4555	1430 W Valencia Rd	Ste 1	Tucson	ΑZ	85746-6001
Fresenius Medical Care Desert, LLC	(602) 971-2968	3815 E Bell Rd	Ste 1100	Phoenix	ΑZ	85032-2122
Renal Care Group Arizona, Inc.	(480) 985-4911	135 S Power Rd	Ste 103	Mesa	ΑZ	85206-5245
Renal Care Group Arizona, Inc.	(480) 821-9801	912 W Chandler Blvd	Ste A	Chandler	ΑZ	85225-4910
Renal Care Group Arizona, Inc.	(480) 926-9222	1337 S Gilbert Rd	Ste 106	Mesa	ΑZ	85204-6074
Renal Care Group Arizona, Inc.	(480) 967-6360	1449 W Southern Ave		Tempe	ΑZ	85282-4446
Renal Care Group Arizona, Inc.	(480) 357-5572	11540 E University Dr	Ste 109	Apache Junction	ΑZ	85120-4324
Renal Care Group Arizona, Inc.	(602) 439-9502	5750 W Thunderbird Rd	Ste G750	Glendale	ΑZ	85306-4680
Renal Care Group Arizona, Inc.	(623) 815-1770	10050 W Bell Rd	Ste 29-31	Sun City	ΑZ	85351-1287
Renal Care Group Arizona, Inc.	(480) 949-7844	1495 N Hayden Rd		Scottsdale	ΑZ	85257-3705
Renal Care Group Arizona, Inc.	(928) 425-2624	, 2250 Highway 60	Ste 0-2	Miami	ΑZ	85539-7715
Renal Care Group Arizona, Inc.	(928) 428-1400	1250 S 20th Ave		Safford	ΑZ	85546-3378
Renal Care Group Arizona, Inc.	(928) 532-8430	1500 S White Mountain Rd	Ste 204	Show Low	ΑZ	85901-7116
Renal Care Group Arizona, Inc.	(928) 302-5145	2145 Mesquite Ave		Lake Havasu City	ΑZ	86403-6913
Renal Care Group Arizona, Inc.	(520) 836-2566	1875 E Sabin Dr		Casa Grande	ΑZ	85122-5405
Renal Care Group Arizona, Inc.	(480) 883-1301	9666 E Riggs Rd	Ste 143	Sun Lakes	ΑZ	85248-7509
Renal Care Group Arizona, Inc.	(520) 487-0150	14786 S Highway 77		Mammoth	AZ	85618
Renal Care Group Arizona, Inc.	(623) 247-0695	4502 W Indian School Rd	Ste A4	Phoenix	AZ	85031-2800
Renal Care Group Arizona, Inc.	(602) 439-1123	5750 W Thunderbird Rd	Ste G750	Glendale	ΑZ	85306-4680
Renal Care Group Arizona, Inc.	(928) 428-1400	1250 S 20th Ave		Safford	AZ	85546-3378
Renal Care Group Arizona, LLC	(480) 985-4911	135 S Power Rd	Ste 103	Mesa	AZ	85206-5245
Renal Care Group Arizona, LLC	(480) 821-9801	912 W Chandler Blvd	Ste A	Chandler	AZ	85225-4910
Renal Care Group Arizona, LLC	(480) 926-9222	1337 S Gilbert Rd	Ste 106	Mesa	AZ	85204-6074
nenai care Group Arizona, LLC	(480) 926-9222	באז א טווטפרנ אט	216 TAO	IVIESd	AL	ŏ52U4-0U/4

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group Arizona, LLC	(480) 967-6360	1449 W Southern Ave		Tempe	ΑZ	85282-4446
Renal Care Group Arizona, LLC	(480) 357-5572	11540 E University Dr	Ste 109	Apache Junction	ΑZ	85120-4324
Renal Care Group Arizona, LLC	(602) 439-9502	5750 W Thunderbird Rd	Ste G750	Glendale	ΑZ	85306-4680
Renal Care Group Arizona, LLC	(623) 815-1770	10050 W Bell Rd	Ste 29-31	Sun City	ΑZ	85351-1287
Renal Care Group Arizona, LLC	(480) 949-7844	1495 N Hayden Rd		Scottsdale	ΑZ	85257-3705
Renal Care Group Arizona, LLC	(928) 425-2624	2250 Highway 60	Ste 0-2	Miami	ΑZ	85539-7715
Renal Care Group Arizona, LLC	(928) 428-1400	1250 S 20th Ave		Safford	ΑZ	85546-3378
Renal Care Group Arizona, LLC	(928) 532-8430	1500 S White Mountain Rd	Ste 204	Show Low	ΑZ	85901-7116
Renal Care Group Arizona, LLC	(928) 302-5145	2145 Mesquite Ave		Lake Havasu City	ΑZ	86403-6913
Renal Care Group Arizona, LLC	(520) 836-2566	1875 E Sabin Dr		Casa Grande	ΑZ	85122-5405
Renal Care Group Arizona, LLC	(480) 883-1301	9666 E Riggs Rd	Ste 143	Sun Lakes	ΑZ	85248-7509
Renal Care Group Arizona, LLC	(520) 487-0150	14786 S Highway 77		Mammoth	ΑZ	85618
Renal Care Group Arizona, LLC	(623) 247-0695	4502 W Indian School Rd	Ste A4	Phoenix	ΑZ	85031-2800
enal Care Group Arizona, LLC	(602) 439-1123	5750 W Thunderbird Rd	Ste G750	Glendale	ΑZ	85306-4680
Renal Care Group Arizona, LLC	(928) 428-1400	1250 S 20th Ave		Safford	ΑZ	85546-3378
Renal Dimensions, LLC	(928) 475-5987	Po Box 748	860 Us Hwy 70	Peridot	ΑZ	85542-0748
Renal Dimensions, LLC	(520) 568-3120	16536 N Maricopa Rd	Po Box 616	Maricopa	ΑZ	85139-2836
Renal Dimensions, LLC	(480) 677-2463	22715 S Ellsworth Rd	Ste D	Queen Creek	ΑZ	85142-6130
Renal Dimensions, LLC	(480) 362-1044	10301 E Osborn Rd		Scottsdale	AZ	85256-4008
Renal Dimensions, LLC	(480) 785-2270	15930 S 48th St	Ste 100	Phoenix	AZ	85048-0904
Bio-Medical Applications of Arkansas, Inc.	(870) 762-7700	1001 E Moultrie Dr	310 100	Blytheville	AR	72315-6867
io-Medical Applications of Arkansas, Inc.	(870) 735-5445	310 S Rhodes St		West Memphis	AR	72301-4215
io-Medical Applications of Arkansas, Inc.	(870) 630-6484	210 Barrow Hill Rd		Forrest City	AR	72335-9518
io-Medical Applications of Arkansas, Inc.	(501) 660-7867	5320 W 12th St		Little Rock	AR	72204-1859
io-Medical Applications of Mississippi, Inc.	(870) 265-3837	505 Saint Mary St		Lake Village	AR	71653-1722
efferson County Dialysis, Inc.	(870) 536-8050	2910 Market St		Pine Bluff	AR	71601-6881
efferson County Dialysis, Inc.	(870) 367-3100	774 Jordan Dr		Monticello	AR	71655-5718
ittle Rock Dialysis, Inc.	(501) 225-3890	10310 W Markham St		Little Rock	AR	72205-1581
ittle Rock Dialysis, Inc.	(501) 776-1418			Benton	AR	72015-2750
ittle Rock Dialysis, Inc.		2101 Congo Rd 201 Skyline Dr	C+o 22			72013-2730
	(501) 329-7715	·	Ste 32	Conway	AR	
RCG Mississippi, Inc.	(870) 338-7800	108 D Anna Pl		Helena	AR	72342-8949
tuttgart Dialysis, LLC	(870) 265-3837	505 Saint Mary St		Lake Village	AR	71653-1722
tuttgart Dialysis, LLC	(870) 673-8823	805 Madison St		Stuttgart	AR	72160-5648
io-Medical Applications of Alabama, Inc.	(205) 981-4925	105 Inverness Cors		Birmingham	AL	35242-3762
io-Medical Applications of Alabama, Inc.	(256) 880-5151	8000 Charlotte Dr Sw		Huntsville	AL	35802-4533
io-Medical Applications of Alabama, Inc.	(256) 306-4735	2834 Spring Ave Sw		Decatur	AL	35603-1218
io-Medical Applications of Alabama, Inc.	(334) 274-1315	100 Mitylene Park Ln		Montgomery	AL	36117-3758
io-Medical Applications of Alabama, Inc.	(205) 930-2282	810 Saint Vincents Dr		Birmingham 	AL	35205-1601
io-Medical Applications of Alabama, Inc.	(205) 759-7241	809 Univ Bldg East		Tuscaloosa	AL	35401
io-Medical Applications of Alabama, Inc.	(256) 329-0638	3316 Highway 280		Alexander City	AL	35010-3369
io-Medical Applications of Alabama, Inc.	(205) 868-2191	3800 Ridgeway Dr		Birmingham	AL	35209-5506
io-Medical Applications of Alabama, Inc.	(251) 435-5466	2620 Old Shell Rd		Mobile	AL	36607-2921
io-Medical Applications of Alabama, Inc.	(205) 481-7402	995 9th Ave Sw		Bessemer	AL	35022-4527
io-Medical Applications of Alabama, Inc.	(256) 235-5366	400 E 10th St		Anniston	AL	36207-4716
io-Medical Applications of Alabama, Inc.	(256) 845-9979	2202 Jordan Rd Sw	Ste 100	Fort Payne	AL	35968-3693
io-Medical Applications of Alabama, Inc.	(251) 476-2324	2620 Old Shell Rd		Mobile	AL	36607-2921
io-Medical Applications of Alabama, Inc.	(251) 476-2324	2620 Old Shell Rd		Mobile	AL	36607-2921
io-Medical Applications of Alabama, Inc.	(334) 393-0024	6004 Boll Weevil Cir		Enterprise	AL	36330-9420
io-Medical Applications of Alabama, Inc.	(334) 340-4055	118 Obrannon Park Ave		Dothan	AL	36303-2052
io-Medical Applications of Alabama, Inc.	(251) 679-5590	107 Saraland Loop		Saraland	AL	36571-2418
Bio-Medical Applications of Alabama, Inc.	(205) 321-5844	2024 4th Ave S	Ste 100	Birmingham	AL	35233-2046

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Alabama, Inc.	(256) 235-2925	2017 Quintard Ave	Ste B	Anniston	AL	36201-3219
Bio-Medical Applications of Alabama, Inc.	(334) 252-0028	1012 Friendship Rd		Tallassee	AL	36078-1265
Bio-Medical Applications of Alabama, Inc.	(256) 828-3128	11839 Highway 231 431 N		Meridianville	AL	35759-2125
Bio-Medical Applications of Alabama, Inc.	(334) 735-0396	700 Sara G Lott Blvd		Brundidge	AL	36010-4699
Bio-Medical Applications of Alabama, Inc.	(251) 929-3666	917 Plantation Blvd	# B	Fairhope	AL	36532-2949
Bio-Medical Applications of Alabama, Inc.	(251) 441-0868	65 N Catherine St		Mobile	AL	36604-1301
Bio-Medical Applications of Alabama, Inc.	(251) 867-1703	1203 Belleville Ave		Brewton	AL	36426-1304
Bio-Medical Applications of Alabama, Inc.	(251) 246-6667	215 Walker Springs Rd		Jackson	AL	36545-2136
Bio-Medical Applications of Alabama, Inc.	(251) 575-3452	676 S Alabama Ave		Monroeville	AL	36460-2536
Bio-Medical Applications of Alabama, Inc.	(334) 636-1411	30230 Highway 43		Thomasville	AL	36784-5740
Bio-Medical Applications of Alabama, Inc.	(251) 649-6343	7940 Moffett Rd		Semmes	AL	36575-5408
Bio-Medical Applications of Alabama, Inc.	(256) 852-8900	1849 Keats Dr Nw		Huntsville	AL	35810-4464
Bio-Medical Applications of Alabama, Inc.	(256) 772-4435	40 Hughes Rd		Madison	AL	35758-2220
Bio-Medical Applications of Alabama, Inc.	(334) 682-5030	229 Camden Byp		Camden	AL	36726-2217
Bio-Medical Applications of Alabama, Inc.	(251) 652-1025	201 Saint Joseph St		Mobile	AL	36602-3931
Bio-Medical Applications of Alabama, Inc.	(205) 487-2800	638 Tahoe Rd		Winfield	AL	35594-5028
Bio-Medical Applications of Alabama, Inc.	(256) 753-0112	45 Medical Park Dr	Ste A	Guntersville	AL	35976-6999
Bio-Medical Applications of Alabama, Inc.		592 Fieldstown Rd	Ste 102	Gardendale		35071-3430
Bio-Medical Applications of Alabama, Inc.  Bio-Medical Applications of Alabama, Inc.	(205) 608-3653				AL	35801-6496
	(256) 489-4160	1131 Eagletree Ln Sw	Ste 100	Huntsville	AL	
Bio-Medical Applications of Alabama, Inc.	(334) 872-8460	200 S Park Pl		Selma	AL	36701-7742
Bio-Medical Applications of Alabama, Inc.	(334) 501-8890	211 E University Dr	C+- 200	Auburn	AL	36832-6800
Bio-Medical Applications of Alabama, Inc.	(256) 536-8571	1311 Memorial Pkwy Nw	Ste 200	Huntsville	AL	35801-5903
Bio-Medical Applications of Alabama, Inc.	(256) 536-1897	2325 Pansy St Sw	Ste C	Huntsville	AL	35801-3827
Bio-Medical Applications of Alabama, Inc.	(256) 259-4777	20998 John T Reid Pkwy		Scottsboro	AL	35768-7904
Bio-Medical Applications of Alabama, Inc.	(334) 263-1028	255 S Jackson St		Montgomery	AL	36104-4405
Bio-Medical Applications of Alabama, Inc.	(334) 874-9021	905 Medical Center Pkwy		Selma	AL	36701-6746
Bio-Medical Applications of Alabama, Inc.	(334) 749-5085	2609 Village Professional Dr N	Ste 2	Opelika –	AL	36801-4786
Bio-Medical Applications of Alabama, Inc.	(334) 566-7266	606 Botts Ave		Troy	AL	36081-3802
Bio-Medical Applications of Alabama, Inc.	(251) 928-7835	124 Professional Park Dr		Fairhope	AL	36532-1906
Bio-Medical Applications of Alabama, Inc.	(334) 756-4192	8 Medical Park		Valley	AL	36854-3665
Bio-Medical Applications of Alabama, Inc.	(251) 476-2762	2620 Old Shell Rd		Mobile	AL	36607-2921
Bio-Medical Applications of Alabama, Inc.	(334) 864-9914	802 Hospital St		Lafayette	AL	36862-2818
Bio-Medical Applications of Alabama, Inc.	(251) 471-2505	2381 Dauphin Island Pkwy		Mobile	AL	36605-3470
Bio-Medical Applications of Alabama, Inc.	(251) 580-4448	2505 Hand Ave		Bay Minette	AL	36507-4101
Bio-Medical Applications of Alabama, Inc.	(334) 286-3766	3625 Mcgehee Place Dr N		Montgomery	AL	36111-3371
Bio-Medical Applications of Alabama, Inc.	(256) 536-5563	1311 Memorial Pkwy Nw	Ste 100	Huntsville	AL	35801-5903
Bio-Medical Applications of Alabama, Inc.	(251) 438-6917	1217 Government St		Mobile	AL	36604-2407
Bio-Medical Applications of Alabama, Inc.	(251) 633-2681	6601 Wall St		Mobile	AL	36695-4555
Bio-Medical Applications of Alabama, Inc.	(251) 330-1623	4016 Saint Stephens Rd		Whistler	AL	36612-1232
Bio-Medical Applications of Alabama, Inc.	(256) 825-2740	52 Water Works Rd		Dadeville	AL	36853-2103
Bio-Medical Applications of Alabama, Inc.	(251) 460-6797	700 Clinic Dr		Mobile	AL	36688-0001
Bio-Medical Applications of Alabama, Inc.	(334) 383-0006	350 Paul Stabler Dr		Greenville	AL	36037-3128
Bio-Medical Applications of Alabama, Inc.	(334) 727-9447	802 E Martin Luther King Hwy		Tuskegee	AL	36083-1651
Bio-Medical Applications of Alabama, Inc.	(334) 274-4300	100 Mitylene Park Ln		Montgomery	AL	36117-3758
Bio-Medical Applications of Alabama, Inc.	(205) 798-8321	1004 Forestdale Blvd		Birmingham	AL	35214-3832
Bio-Medical Applications of Alabama, Inc.	(205) 838-2652	9540 Parkway E		Birmingham	AL	35215-8311
Bio-Medical Applications of Alabama, Inc.	(334) 244-1478	114 Mitylene Park Ln		Montgomery	AL	36117-3758
Bio-Medical Applications of Alabama, Inc.	(251) 865-2102	12401 Scopelos Rd		Grand Bay	AL	36541-1283
Bio-Medical Applications of Alabama, Inc.	(251) 943-1500	230 E Fern Ave		Foley	AL	36535-2810
Bio-Medical Applications of Alabama, Inc.	(205) 665-4440	3883 Highway 25		Montevallo	AL	35115-4178
	(251) 476-0502	575 Stanton Rd	Ste B	Mobile	AL	36617-2344

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Bio-Medical Applications of Alabama, Inc.	(256) 329-0638	3368 Highway 280		Alexander City	AL	35010-3375
Bio-Medical Applications of Alabama, Inc.	(334) 875-5436	201 Lincoln Ln		Selma	AL	36701-7748
Bio-Medical Applications of Alabama, Inc.	(334) 358-7414	692 Covered Bridge Pkwy		Prattville	AL	36066-7435
Bio-Medical Applications of Alabama, Inc.	(205) 979-3708	2104 Lorna Ridge Ln		Vestavia Hills	AL	35216-5282
FMS Endeavour Dialysis Center, LLC	(256) 722-0013	1675 Sparkman Dr Nw		Huntsville	AL	35816-1113
Fresenius Kidney Care Attalla,LLC	(256) 691-0766	801 Gilbert Ferry Rd Se		Attalla	AL	35954-3362
Fresenius Kidney Care Gadsden Acq, LLC	(256) 456-1242	800 Goodyear Ave		Gadsden	AL	35903-1146
Fresenius Kidney Care Phenix City, LLC	(334) 664-0700	5009 Riverchase Dr	Ste 300	Phenix City	AL	36867-7484
Fresenius Kidney Care Union Springs, LLC	(334) 738-0330	112 Conecuh Ave W		<b>Union Springs</b>	AL	36089-1303
Fresenius Medical Care Albertville, LLC	(256) 878-4480	173 Business Park Dr		Albertville	AL	35951-7247
Fresenius Medical Care Anniston Home, LLC	(256) 237-7340	2017 Quintard Ave	Ste A	Anniston	AL	36201-3219
Fresenius Medical Care Birmingham Home, LLC	(205) 290-1197	35 W Lakeshore Dr	Ste 105	Birmingham	AL	35209-7250
Fresenius Medical Care Coosa River, LLC	(256) 439-5948	708 S 4th St		Gadsden	AL	35901-5221
Fresenius Medical Care Huntsville Home, LLC	(256) 539-0338	2325 Pansy St Sw	Ste E	Huntsville	AL	35801-3827
Fresenius Medical Care McCalla, LLC	(205) 424-8528	4748 Bell Hill Rd		Bessemer	AL	35022-6947
Fresenius Medical Care Trussville, LLC	(205) 655-0961	3671 Roosevelt Blvd		Birmingham	AL	35235-3193
Fresenius Medical Care West Madison, LLC	(256) 233-5757	29569 Huntsville Brownsferry Rd		Madison	AL	35756-3639
NNA of Alabama, Inc.	(205) 397-8192	708 Cotton Ave Sw		Birmingham	AL	35211-1646
NNA of Alabama, Inc.	(205) 397-8192	708 Cotton Ave Sw		Birmingham	AL	35211-1646
NNA of Alabama, Inc.	(256) 845-9979	2202 Jordan Rd Sw	Ste 100	Fort Payne	AL	35968-3693
NNA of Alabama, Inc.	(205) 781-2366	633 Lomb Ave Sw		Birmingham	AL	35211-1326
NNA of Alabama, Inc.	(205) 780-5122	6508 Ej Oliver Blvd		Fairfield	AL	35064-1826
NNA of Alabama, Inc.	(205) 280-4331	275 Health Center Dr		Clanton	AL	35045-2366
NNA of Alabama, Inc.	(205) 625-6903	150 Gilbreath Dr		Oneonta	AL	35121-2827
NNA of Alabama, Inc.	(205) 620-6867	1022 1st St N	Ste 101	Alabaster	AL	35007-8710
NNA of Alabama, Inc.	(205) 322-4382	2131 Magnolia Ave S	Ste 100	Birmingham	AL	35205-2836
NNA of Alabama, Inc.	(205) 221-8775	3510 3rd St Ne		Jasper	AL	35504-8200
NNA of Alabama, Inc.	(256) 249-9660	314 W Spring St		Sylacauga	AL	35150-2926
NNA of Alabama, Inc.	(205) 338-4515	7067 Veterans Pkwy	Ste 120	Pell City	AL	35125-5119
NNA of Alabama, Inc.	(205) 957-1010	7780 Ludington Ln		Irondale	AL	35210-1918
NNA of Alabama, Inc.	(205) 424-3757	975 9th Ave Sw	Ste 500	Bessemer	AL	35022-7842
NNA of Alabama, Inc.	(205) 988-0469	120 Cahaba Valley Pkwy	Ste 150	Pelham	AL	35124-1173
NNA of Alabama, Inc.	(205) 785-3500	708 Cotton Ave Sw		Birmingham	AL	35211-1646
NNA of Alabama, Inc.	(205) 481-0019	613 Bessemer Super Hwy		Midfield	AL	35228-3012
NRA-Roanoke, Alabama, LLC	(334) 863-8365	4459 Highway 431		Roanoke	AL	36274-2603
NRA-Talladega, Alabama, LLC	(256) 362-4449	717 Stone Ave		Talladega	AL	35160-2218
RAI Care Centers of Alabama, LLC	(256) 237-7566	522 E 11th St		Anniston	AL	36207-4770
RAI Care Centers of Alabama, LLC	(256) 435-3161	331 Henry Rd Sw		Jacksonville	AL	36265-3341
RAI Care Centers of Alabama, LLC	(256) 835-5914	711 Snow St		Oxford	AL	36203-1209
Reliant Renal Care - Alabama, LLC	(205) 722-2968	4400 Watermelon Rd	Ste A	Northport	AL	35473-5204
Renal Care Group of the Southeast, Inc.	(334) 427-0147	1208 W Bypass		Andalusia	AL	36420-5204
Dialysis Services of Southeast Alaska, LLC	(907) 790-3002	9109 Mendenhall Mall Rd	Ste 6	Juneau	AK	99801-7136
Dialysis Services of Southeast Alaska, LLC	(907) 790-3002	3260 Hospital Dr	Barlett Regional Hospital		AK	99801-7808
Dialysis Services of Southeast Alaska, LLC	(907) 790-3002	9109 Mendenhall Mall Rd	Ste 6	Juneau	AK	99801-7136
Fresenius Medical Care Soldotna, LLC	(907) 420-4970	289 N Fireweed St	Ste A	Soldotna	AK	99669-7570
Fresenius Medical Care Southwest Anchorage, LLC	(907) 868-1779	9085 Blackberry St		Anchorage	AK	99502-5348
Fresenius Medical Care Southwest Anchorage, LLC	(907) 868-1779	9085 Blackberry St		Anchorage	AK	99502-5348
Muldoon Development Partners, LLC	(907) 562-1546	2735 E Tudor Rd		Anchorage	AK	99507-1135
Renal Care Group Alaska (Fairbanks), LLC	(907) 452-2900	1863 Airport Way		Fairbanks	AK	99701-4007
Renal Care Group Alaska, Inc.	(307) 132 2300	4315 Diplomacy Dr		Anchorage	AK	99508-5926
Renal Care Group Alaska, Inc.	(907) 563-3149	3950 Laurel St		Anchorage	AK	99508-5333
nena, care Group Alaska, inc.	(307) 303-3143	3330 Eddici St		, menorage	ΔIV	55500 5555

Legal Business Name	Telephone Number	Mailing Address Line 1	Mailing Address Line 2	City/Town	State	Zip Code + 4 digit
Renal Care Group Alaska, Inc.	(907) 563-3149	3950 Laurel St		Anchorage	AK	99508-5333
Renal Care Group Wasilla, LLC	(907) 357-5600	3787 E Meridian Loop		Wasilla	AK	99654-7270
Renal Care Group Wasilla, LLC	(907) 357-5600	3787 E Meridian Loop		Wasilla	AK	99654-7270

## Exhibit 3. State Licensing and Certification Entities

Elba Goldman, Acting Director of Division of Provider Services Guy Nevins, Deputy Dir. For Certification Dina Donavan, Deputy Director for Licensure Licensure and Certification Environmental and Health Standards Bureau Alabama Department of Public Health 201 Monroe Street, Suite 600 P.O. Box 303017 Montgomery, AL 36104 (334) 206-5175

Administrator, Health Facilities Licensing & Certification 4730 Business Park Blvd, Suite 18 Anchorage, AK 99503-7137 Phone: (907) 334-2481 Fax: (907) 334-2400

Kathy McCanna, Program Manager Helena Hoover, Team Leader Licensure and Certification Medical Facilities Section Arizona Department of Health Services 1647 E. Morten Avenue, Suite 160 Phoenix, AZ 85020 (602) 674-4340

Wanda Theus, Director Certification Health Facilities Services Bureau 5800 West Tenth Street, Suite 400 Little Rock, AR 72204 Health Facilities Licensure Program (501) 661-2201

California Headquarters
Brenda Clutz, Director
Licensing and Certification Program
California Department of Health Services
1615 Capital Avenue
Sacramento, CA 94234-7320
(916) 552-8700

Barbara Gagne, District Manager Licensure and Certification Berkeley District Office California Department of Health Services 1625 Shattuck Ave., Suite 200 Berkeley, CA 94704 (510) 540-2417 (800) 554-0352

Heli Feixeira, District Manager Licensure and Certification Santa Rosa/Redwood District Office California Department of Health Services 2170 Northpoint Parkway Santa Rosa, CA 95407 Phone: (707) 576-6775

Phone: (707) 576-6775 Fax: (707) 576-2418

Connie Schagunn, District Administrator (North) Licensure and Certification San Diego District Office 7575 Metropolitan Drive, Suite 104 San Diego, CA 92108 Phone: (619) 278-3700

Phone: (619) 278-3700 Fax: (619) 278-3725

Donna Loza, District Administrator (South) Licensure and Certification San Diego District Office California Department of Health Services 7575 Metropolitan Drive, Suite 211 San Diego, CA 92108 Phone: (619) 688-6190

Phone: (619) 688-6190 Fax: (619) 688-6444

Greg Hannan, District Administrator Licensure and Certification Santa Rosa District Office California Department of Health Services 50 Old Courthouse Square, Suite 200 Santa Rosa, CA 95404 (707) 576-2380 Albert Quintero, District Administrator Licensure and Certification San Jose District Office California Department of Health Services 1 Almaden Blvd., 9<sup>th</sup> floor San Jose, CA 95113 (408) 277-1784

Victor Arkin, Chief Licensure and Certification Los Angeles District Office California Department of Health Services 5555 Ferguson Drive, 3<sup>rd</sup> Floor Commerce, CA 90022 (213) 869-8500

Lana Pimbley, District Manager Licensure and Certification Ventura District Office California Department of Health Services 1889 North Rice Avenue, Suite 200 Oxnard, CA 93030 (805) 604-2926

Reba Gutierrez, District Administrator Licensure and Certification Fresno District Office California Department of Health Services 7170 North Financial Drive, #110 Fresno, CA 93720 (209) 437-1500

Joan Change, District Administrator Licensure and Certification Riverside District Office California Department of Health Services 625 E. Carnegie Drive, Suite 280 San Bernardino, CA 92408 (909) 388-7170

Cathy Devanport, Program Manager Licensure and Certification Health Facilities Division Colorado Department of Health 4300 Cherry Creek Drive South Denver, CO 80222-1530 (303) 692-2800 Wendy Frhils, Director
Hospital and Medical Care Division
Licensure and Certification
Connecticut Department of Health Services
410 Capitol Avenue, MS #12<sup>th</sup> Floor
P.O. Box 340308
Mail Station 12HFL
Hartford, CT 06134-0308
(860) 509-7400

Mary Peterson
Director of Health Facilities Licensing and Certification Division
Delaware Department of health
2055 Limestone Road, Suite 200
Wilmington, DE 19808
(302) 995-8521

Judith McPherson, Program Manager
Health Facility Division
Service Facility Regulation Administration
DC Department of consumer and Regulatory Affairs
825 North Capitol St. NE, 3<sup>rd</sup> Floor
Washington, DC 20002
(202) 442-5999

Liz Dudek, Director
Licensure and Certification
Hospital Unit
Division of Health Quality Assurance
Florida Agency for health Care administration
Health Facility Regulation
2727 Mahan Drive, MS-32
Tallahassee, FL 32308
(850) 487-2717

John Williams, Program Director Health Care Section Office of Regulatory Services Georgia Department of Human Resources 2 Peach Tree Street, Suite 33-250 Atlanta, GA 30303-3167 (404) 657-5411

Gerald Chung, Medicare Certification Officer Sharon Matsubara, Nurse Supervisor Office of Health Care Assurance Hospital & Medical Facility Branch 601 Kamokila Blvd., Room 395 Kapolei, HI 96707 (808) 233-7742

Sylvia Crestwell, Supervisor Bureau of Facility Standards Towers Building, 3<sup>rd</sup> Floor Boise, ID 83720-0036 (208) 334-6626

Catherine M. Stokes, Chief Division of Health Facility Standards Illinois Department of Public Health 525 West Jefferson Springfield, IL 62761-0001 (217) 782-4977

Lana Richmond Acute Care Division – Certification Indiana State Department of Health 2 North Meridian, 4A Indianapolis, IN 46204 (317) 233-7742

Steven Young, Director
Department of Inspections and Appeals
Health Facilities Division
Lucas State Office Building
321 East 12<sup>th</sup> Street
Des Moines, IA 50319
(515) 281-5457

Robin Rowe Division of Community Health Services Office of Inspector General 275 E. Main, 5E-A Frankfurt, KY 40621 (502) 564-2800 Joseph Kroll, Director Bureau of Health Facilities Kansas Department of Health and Environment 900 SW Jackson, Suite 1001 Topeka, KS 66612 (785) 296-0056

Charles Purcell, ESRD Program Manager Division of Licensing and Certification Louisiana Department of Health and Hospitals 500 Laurel Street, Suite 100 Baton Rouge, LA 70821 (225) 342-5782

Louis T. Dorogi, Director Sandra Bethanis, Assistant Director Division of Licensing and Certification Maine Department of Human Services 35 Anthony House State House – Station 11 Augusta, ME 04333 (207) 287-9300

Carol Benner, Director
Division of Licensing and Certification
Maryland Department of Health and mental Hygiene
Spring Grove Hospital Center
Office of Health Care Quality
55 Wade Avenue
Catonsville, MD 21228
(410) 402-8002

Paul Dreyer, Director
Sandra Mischken, ESRD program Manager
Licensure and Certification
Division of Health Care Quality
Massachusetts Department of Public Health
10 West Street, 5<sup>th</sup> Floor
Boston, MA 02111
(617) 753-8000

Linda Burns Chief
Michigan Department of Consumer and Industry Services
Division of Licensing and Certification
Bureau of Health Systems
P.O. Box 30664
Lansing, MI 48908
(517) 241-4160

Carol Hirschfeld, Supervisor for Prog. Assurance Division of Facility and Provider Compliance Minnesota Department of Health 85 East 7<sup>th</sup> Place, Suite 300 St. Paul, MN 55101 (651) 215-8719

Vicki Maddox, Director
Division of Licensure and Certification
Mississippi Department of Health
570 East Woodrow Wilson
P.O. Box 1700
Jackson, MS 39215-1700
(601) 576-7300

Lois Kollmeyer, Director Division of Health Standards and Licensure Missouri Department of Health 921 Wildwood P.O. Box 570 Jefferson City, MO 65102 (573) 751-6271

Larry Barnes
Division of Facilities Services
North Carolina Department of Human Resources
Raleigh, NC 27603
(919) 715-8058

Nancy Brown, Team Leader Nebraska Department of Health and Human Services Regulation and Licensure Credentialing Division P.O. Box 95007 Lincoln, NE 68509-5007 (402) 471-2946

Jeanne Anspach, Director
Department of Human Resources
Department of Health Division
Bureau of Licensure and Certification
4220 South Maryland Pky. Suite 81
Los Vegas, NV 89119
(702) 486-6515

Robert Ehlers, Bureau Chief-Certification
Theresa Jarvis, Bureau Chief –Licensures
Office of Program Support
Licensure and Certification
Bureau of Health Facilities Administration
New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
(603) 271-4814

John Calabria, Director Certificate of Need and Acute Care Licensure Program New Jersey Department of Health Market and Warrant Streets, Rm 403 Trenton, NJ 08625-0367 (609) 292-7228

Wilma Hammar, Director Bureau of Health Facility Licensing and Certification Department of Health 2040 S. Pacheco, 2<sup>nd</sup> Floor, Rm 413 Santa Fe, NM 87505 (505) 476-9025

Val S. Gray, Acting Director Health Facilities Management Corning Tower Empire State Plaza Albany, NY 12237 (518) 474-2772

Bridgette Smith
Ohio Department of Health
Licensure of Dialysis Facilities
(614) 752-4788
246 North High Street, 3<sup>rd</sup> Floor
P.O. Box 118
Columbus, OH 43216-0118

Carol Fatzer, Director
Home Services Division
Medical Facilities Division
Oklahoma State Department of Health
1000 NE Tenth, Room 1114
Oklahoma City, OK 73117-1299
(405) 271-6576

Ron J. Prinslow, Manager DHS, Health Care Licensure and Certification Portland State Office Building 800 NE Oregon Street Portland, OR 97232 (971) 673-0540

Jan Staloski, Director Department of Health Division of Home Health 132 Kline Plaza, Suite A Health and Welfare Building Harrisburg, PA 17104 (717) 783-1379 Johnny Rullan, Secretary of Health Ricardo Torres-Munoz, Auxiliary Secretary Licensure and Certification Puerto Rico Department of Health P.O. Box 70184 San Juan, PR 009363

Wayne Farrington, Chief John Wojcik, CON Licensure and Certification Health Facilities Regulation Rhode Island Department of Health 3 Capitol Hill Providence, RI 02908-5097 (401) 222-2788

Robert Lawyer, Team Leader
Region III
South Carolina Department of Health and Environmental Control
Health Licensing Section
2600 Bull Street
Columbia, SC 29201
(803) 727-7202

Dot Elder Health Care Facilities 1st Floor Cordell Hull Building 425 Fifth Avenue N. Nashville, TN 37247 (615) 741-7221

Facility Licensing Group Mail Code 1980 Texas Department of State Health Services 1100 W. 49<sup>th</sup> Street Austin, TX 78756-3199 (512) 834-6646

Nancy Hofheimer, Director Center for Quality Health Care Services & Consumer Protection Virginia Department of Health 3600 West Broad Street, Suite 216 Richmond, VA 23230 (804) 367-2102

John M. Wilkinson, Director Health Facilities Licensure and Certification Administration and Oversight West Virginia Department of Health 1900 West Kanawha Blvd., Room 550, Bldg. 3 Charleston, WV 25305 (304) 558-0050 Lydia Reitman Bureau of Quality Assurance Department of Health and Family Services P.O. Box 2969 Madison, WI 53701-2969 (608) 266-7881

Jean McLean, RD, Section Manager Wyoming Department of Health Office of Healthcare Licensing and Surveys 2020 Carey Avenue, 8<sup>th</sup> Floor Cheyenne, WY 82002 (307) 777-7123

Chris Qualm, Administrator of Licensure & Certification South Dakota Department of Health Office of Health Facilities Licensure & Certification 600 E. Capitol Ave.
Pierre, SD 57501-2536 (605) 773-3356

Joel Hoffman, Director Utah Department of Health Bureau of Health Facility Licensing and Certification 3760 South Highland Drive First Floor Salt Lake City, Utah 84106 (801) 273-2994

David Herlihy, Executive Director Vermont Department of Health Board of Medical Practice 108 Cherry Street, Suite 206, Burlington, VT, 05401 (802) 657-4223

## Exhibit 4. Letter of Intent



RECEIVED



October 31, 2019

By Jennifer Kido at 8:23 am, Oct 31, 2019 Nancy Tyson, Executive Director Certificate of Need Program Washington State Department of Health

111 Israel Road SE Tumwater, WA 98501

Re: Letter of Intent: Relocation and Expansion of FKC Aberdeen Dialysis Facility in Grays Harbor ESRD Planning Area

Dear Ms. Tyson:

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, Renal Care Group Northwest, Inc. intends to file a certificate of need to relocate and expand its current CN-approved kidney dialysis center, d.b.a Fresenius Kidney Care Aberdeen ("FKC Aberdeen"). In accordance with WAC 246-310-080, the following information is provided:

1. <u>Description of the services proposed:</u>

A <u>relocation</u> of the existing sixteen (16) stations and one (1) isolation station and expansion of five (5) additional stations.

- 2. Estimated Cost of the Proposed Project:
  - The estimated <u>relocation</u> capital expenditures are \$7,067,418.
  - The estimated <u>expansion</u> capital expenditures are \$192,473.
  - Total estimated capital expenditures are \$7,259,891.
- 3. Description of the Service Area:

The service area is the Grays Harbor County ESRD Dialysis Planning Area.

Please feel free to contact me if there are any questions on this letter of intent. I can be reached at 503.507.4967 or Casey.Stowell@fmc-na.com.

Sincerely,

Casey Stowell

Casey Stowell

Regional Vice President – Pacific Northwest Fresenius Medical Care

# Exhibit 5. Single Line Drawing



FRESENIUS





FKC Project #4692-2-RL-W-GU-2018 **Gray's Harbor** Corner of Skyview and Basich Aberdeen, Washington 98520

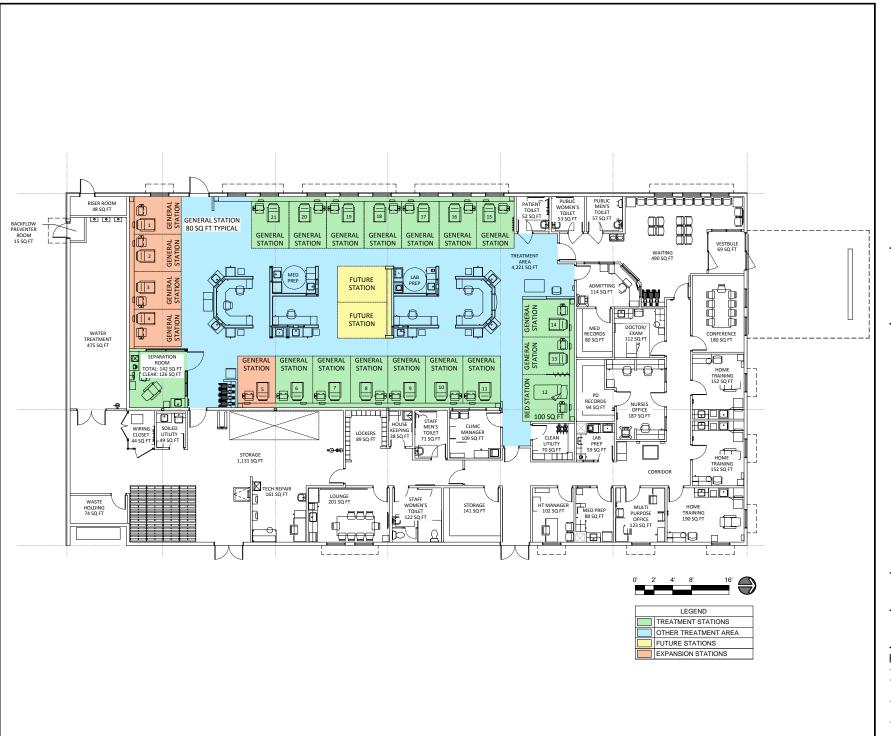
CON FLOOR PLAN 11/22/2019

USABLE SQ FT: 10,533 GROSS SQ FT: 10,921

DRAWN BY: CKA SCALE: NTS

#### **REVISIONS:**

BY	STATUS
CKA	CON FLOOR PLAN
1	10



ACTUAL SQUARE FOOTAGE					
WAC 246-310-800 (11)					
AREA	ACTUAL UNIT SF	# STATIONS	CALCULATED SF		
GENERAL STATION	80 SF/STATION	20	1,600		
ISOLATION STATION	142				
BED STATION	100				
FUTURE EXPANSION STATIONS	160				
SUBTOTAL	2,002				
OTHER TREATMENT FLOOR AREA	2,219				
TOTAL ACTUAL SF - TREATMENT FLOOR	4,221				
NON-TREATMENT FLOOR AREA	6,312				
TOTAL ACTUAL SF - CLINIC AREA	10,533				

TOTAL MAXIMUM SF -	TOTAL ACTUAL SF -		
TREATMENT FLOOR AREA	TREATMENT FLOOR AREA		
6,475 SF	> 4,221 SF		





FKC Project #4692-2-RL-W-GU-2018 Corner of Skyview and Basich Aberdeen, Washington 98520 **Gray's Harbor** 

> USABLE SQ FT: 10,533 GROSS SQ FT: 10,921

DRAWN BY: CKA SCALE:

#### **REVISIONS:**

DATE	BY	STATUS
11/22/19	СКА	CON FLOOR PLAN
	1	11

# Exhibit 6. Charity Care/Indigence Policy

# Exhibit 6. Charity Care/Indigence Policy



# **Indigent Waiver Program**

#### **Key Points**

- 1. The Indigent Waiver Program assists eligible patients who:
  - Are unable to obtain insurance coverage
  - Lack the financial resources to pay for medical services

**Note:** Fresenius Rx operates a different Indigent Waiver Program for qualified low-income Medicare Part D Extra help patients. \*

- 2. The Indigent Waiver Program applies only to charges the patient is personally liable for.
- The Indigent Waiver Program is a "last resort" when there are no other payment options for the patient.
- **4.** Patients may qualify for full or partial waivers based on a sliding scale schedule.
- 5. The Indigent Waiver Program cannot be advertised to patients, prospective patients or referral sources.
- 6. Indigent waivers are valid for one (1) year from date of approval.

Continued on next page

DOCUMENT NUMBER	DOCUMENT REVISION #	DOCUMENT REVISION DATE	EFFECTIVE DATE	
COR-COMP-G-0-000-010A	3	5/15/2000, 12/18/2007, 6/17/2015, 5/13/16	5/13/16	
Title: Indigent Waiver Program	Page 1 of 4			
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<sup>\*</sup> See the Financial Assistance Program: Compliance Requirements Policy for additional information. https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET\_FILE&Rendition=Primary&RevisionSelectionMethod=Lat est&dDocName=PDF\_3000071822



### **Ethics and Compliance Department**

#### Definition: Indigent Waiver

An Indigent Waiver excuses all or part of a patient's financial obligation to pay for items or services provided by FMCNA.

# Definition: Family

"Family" is defined as the patient and immediate family members residing with the patient or who are legally financially responsible for the patient.

#### **Qualifications**

The Patient applying for the waiver program must meet eligibility criteria for both:

- 1. Annual Income
- 2. Net Worth (Assets)

When appropriate, patients may qualify for partial indigent waivers based upon a Sliding Fee Scale Matrix, as determined by the FMCNA Business.

	Eligibility Criteria
Annual Income	The annual income limit will be determined by each
Limit	FMCNA business based on industry research conducted,
	and documented, by the business.
Net Worth	Must have a family net worth less than [amount
	determined by the business] at the time of application.

# Retroactive Waivers

- Patients may be eligible for retroactive waivers if they meet the business specific criteria for annual income and net worth for the entire period requested.
- Retroactive waivers > than six (6) months require approval of a VP level manager or above.

Continued on next page

# **Documentation** • The Indigent Waiver Form must be completed.

DOCUMENT NUMBER	DOCUMENT REVISION #	DOCUMENT REVISION DATE	EFFECTIVE DATE	
COR-COMP-G-0-000-010A	3	5/15/2000, 12/18/2007, 6/17/2015, 5/13/16	5/13/16	
Title: Indigent Waiver Program  Page 2 of				
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### **Ethics and Compliance Department**

# Requirements for Individual Patient Waiver

• All required fields must be completed.

#### Documents for Qualifying the Patient for the Program

The following is a sample of documents that can be used to determine a patients' family income. For those documents that may be direct deposit, a copy of the account statement is required:

- Pay Stub (Pt/Spouse/Dependents)
- Social Security Award Letter
- SSA deposited
- Retirement/Disability Check
- Checking/Savings Account Statements (all pages even if blank)
- Stocks/Bond Statements
- Tax Bill/Appraisal (owned land/property except principal residence)
- 401k/IRA (If over 65)
- Most recent Tax Return (if claiming dependents)

#### Financial Review Period

Review of one (1) month of patient's income and/or expenses, no more than 3 months old.

#### Eligibility Period

- The indigent waiver is valid for **one** (1) **year** from the 1<sup>st</sup> date of the month of approval.
- Eligibility period may be for less than 1 year if patient will qualify for insurance within the year period.
- A full review of a patient's annual income and net worth is required every twelve (12) months to extend a waiver for subsequent periods.
- Re-evaluation is required when staff is notified or receive information that a patient's financial status has changed, or information used to qualify a patient is incorrect or incomplete.

Continued on next page

DOCUMENT NUMBER	DOCUMENT REVISION #	DOCUMENT REVISION DATE	EFFECTIVE DATE	
COR-COMP-G-0-000-010A	3	5/15/2000, 12/18/2007, 6/17/2015, 5/13/16	5/13/16	
Title: Indigent Waiver Program			Page 3 of 4	
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# **Ethics and Compliance Department**

Document Retention of Patient Billing Information

- Documentation of approved Indigent Waivers with all correspondence used for approving or renewing the waivers, including retroactive waivers is to be retained per the FMCNA Record Retention Schedule (Record Code AC2-10).
- Tax Clearance approval is required for destruction of these documents.
- Each FMCNA Business will determine who is responsible for maintaining these documents.

End of document

DOCUMENT NUMBER	DOCUMENT	DOCUMENT	EFFECTIVE	
DOCUMENT NUMBER	REVISION #	REVISION DATE	DATE	
COR-COMP-G-0-000-010A	3	5/15/2000, 12/18/2007,	5/13/16	
		6/17/2015, 5/13/16		
Title: Indigent Waiver Program	Page 4 of 4			
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# Exhibit 7A. Patient Admission Policy



# Policy

# **Patient Admission Policy**

#### **Purpose**

To guide facility management on the admission process for all patients being admitted to an FKC dialysis facility.

#### Responsibility

Medical Director, Clinical Manager or Registered Nurse, Master's Social Worker, Registered Dietitian and Facility Secretary as defined in this policy, Patient Admission Services and Central Verification

### General Policy

This policy applies to In-Center, Home, Permanent Transfer, Transient and Seasonal Patients.

When medically appropriate and consistent with this policy, facilities shall admit and treat patients needing dialysis.

Each patient admitted will be followed by an attending physician on the facility's medical staff or physician who has been granted temporary privileges at the facility.

All services offered by FKC facilities are available to all patients provided:

- They are medically suitable based on the clinical assessment of the physician,
- and the willingness of the responsible party to pay for such services.

#### **Consent**

The patient must sign the treatment consent documentation (located in the Admissions Packet) prior to their first hemodialysis or peritoneal dialysis treatment. Patients consenting to HD/PD treatment validate that they have spoken with a physician(s) and consented to all the risks and benefits of dialysis treatment (hemodialysis or peritoneal dialysis).

If the patient is incompetent or incapable of making healthcare decisions, refer to the block titled "Patient Appears Unable to Sign for Treatment" in the the Informed Consent Policy by navigating to: **Home >Clinical Services** 

DOCUMENT NUMBER	DOCUMENT REVISION	ISSUE DATE	EFFECTIVE DATE	
FMS-CS-IC-I-103-009A	REV 1	18-DEC-2013	26-MAR-2014	
	REV 2	26-MAR-2014	17-JULY-2017	
	REV 3	17-JULY-2017	13-SEPT-2017	
	REV 4	13-SEPT-2017	14-FEB-2018	
Patient Admission Policy Page 1 of 11				
Clinical Services Integrated Policy and Procedure Manual				
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# Policy

# **Patient Admission Policy**

>Manuals >Clinical Services Integrated Policy and Procedure Manual >Administrative or by clicking on the following link:

https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET\_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=PDF\_100059286

The patient /or family (if patient has been deemed incompetent by a physician, the patient's representative) shall designate a person to be notified in case of emergency.

# Types of Admissions: Definitions

**New Patient:** Permanent admission of a patient who is new to dialysis who are primarily referred by physician or hospital.

**Transfer**: A patient who is scheduled to receive ongoing and continued treatment at a dialysis facility (permanent or seasonal). A patient may be referred by his/her physician, a hospital, another dialysis facility, or as a self-referral.

**Transient:** A patient who is scheduled for only 1 to 14 treatments.

### Transient or Seasonal Admission Requirements

The accepting physician will medically clear the patient prior to admission. (See block on medical clearance). The attending physician or physician extenders will make all the medical, laboratory and pharmaceutical decisions for the patient while under the physician's care in accordance with the standard rules and procedures of the facility.

Dialyzers and/or supplies brought by a transient or seasonal patient will only be used in the rarest of circumstances. Use of a patient-provided item, such as a specialized dialyzer or medication, must be approved by the Medical Director and the P and T Committee *PRIOR* to the patient arriving for treatment at the facility.

• If approved for a specific dialyzer or medication, a seasonal/transient patient's home facility must ship the item to the transient facility following proper storage and shipment procedures.

DOCUMENT NUMBER	DOCUMENT REVISION	ISSUE DATE	EFFECTIVE DATE	
FMS-CS-IC-I-103-009A	REV 1	18-DEC-2013	26-MAR-2014	
	REV 2	26-MAR-2014	17-JULY-2017	
	REV 3	17-JULY-2017	13-SEPT-2017	
	REV 4	13-SEPT-2017	14-FEB-2018	
Patient Admission Policy Page 2 of 11				
Clinical Services Integrated Policy and Procedure Manual				
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Policy

# **Patient Admission Policy**

#### Admission Process

All admissions must be processed through Patient Admission Services (PAS). Patient Admission Services (PAS) will receive patient information and medical records from referral sources. The PAS will disseminate this information to the appropriate departments responsible for medically and financially clearing the patients. Upon receipt of the referral for admission, the facility will be notified of the pending admission by PAS to confirm placement.

Patient Admission Services will obtain medical records and collaborate with the verification office to financially clear the patient.

### Patient Transfer to another FKC Facility

The Clinical Manager or his/her designee must contact Patient Admission Services when the patient transfers to a different FKC facility. Patient Admission Services will initiate the transfer.

#### Medical Clearance

A patient shall be medically cleared for treatment when dialysis treatment is deemed indicated and appropriate according to the clinical judgment of the patient's attending physician. In the case where the Medical Director determines the patient is too acutely ill or not appropriate for outpatient dialysis care, then the decision for admission to the facility shall be made by the Governing Body.

### Special Circumstances Admission Requests

Requests to admit a patient with an external device such as left ventricular assist device (LVAD), continuous medication infusion, or LifeVest Defibrillator or other non-routine request requires approval from the corporate Medical Office.

Staff must review the *Admission, Handling and Safe Movement of the Morbidly Obese Patient Policy* before admission to the facility to ensure the facility can safely care for a morbidly obese patient. The Governing Body

DOCUMENT NUMBER	DOCUMENT REVISION	ISSUE DATE	EFFECTIVE DATE	
FMS-CS-IC-I-103-009A	REV 1	18-DEC-2013	26-MAR-2014	
	REV 2	26-MAR-2014	17-JULY-2017	
	REV 3	17-JULY-2017	13-SEPT-2017	
	REV 4	13-SEPT-2017	14-FEB-2018	
Patient Admission Policy Page 3 of 11				
Clinical Services Integrated Policy and Procedure Manual				
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Policy

# **Patient Admission Policy**

will make the determination to accept or deny the patient based on special considerations outlined in the policy. For additional information navigate to Home >Clinical Services >Manuals >Clinical Services Integrated Policy and Procedure Manual >Patient Care or click on the following link:

https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET\_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=PDF 100060527

#### Emergency Admission/ Transfer

Patients may need to be transferred emergently in situations related to unplanned emergencies caused by severe weather, fire or other serious facility operating problems such as water treatment failure or other unexpected problems leading to facility closure. An emergency transfer is not expected to extend beyond 30 days and patients are expected to return to their "home" facility to continue their treatments when operations are able to resume. The emergency data entry process may be used for emergency transfers.

Non-emergent situations such as a planned closure or an individual treatment at another facility after a missed a treatment, or unplanned after hours admissions must be handled according to the current process of admitting a patient.

### Medical Record Requirements

Patient Admission Services will collect the required information needed to admit a patient. The Medical Director and the CM/designee will review records, including Hepatitis B status prior to admission.

At a minimum, the required documents to admit a patient include:

- History and Physical or nephrology consult note or discharge summary or the most recent physician progress note
- Hepatitis B panel (HBsAg, anti-HBs, anti-HBc)
  - o If unable to obtain full panel:
    - For patients new to dialysis: at a minimum a Hepatitis B surface antigen (HBsAg) result obtained within 30 days prior to the admission date

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# Policy

# **Patient Admission Policy**

- For transient or transfer patients: All patients must have a documented hepatitis B antigen (HBsAg) **or** antibody (HBsAb) result prior to admission to the facility. HBsAg results must have been reported within 30 days of admission. If the patient has hepatitis antibodies (HBsAb), the results must have been reported within the past 12 months. Any discrepancies or questions related to admitting a patient and/or a patient's hepatitis results should be reported by the Clinical Manager to their Corporate Clinical Quality Manager.
- Current medication list and allergies
- Dialysis orders or the last treatment sheet
- For transients/travelers only: A PPD test or Chest X-ray within 1 year

NOTE: On occasion, admitting facilities request additional medical information over the minimum required documents listed above. Patient Admission Services will attempt to get this information. However, inability to provide this information by the referring facility will not affect the admission of the patient.

#### Patients with Prior Behavioral Issues

A referred patient who has exhibited behavioral issues in the hospital, at another FKC or non-FKC facility or during the admission process, and could be a threat to the health and safety of patients or staff may be denied admission to the dialysis facility.

The decision to admit a patient who has exhibited behavioral issues shall be made by the facility management in collaboration with the patient's attending physician and the Medical Director.

# Who is authorized to Sign

Patients must have the mental capacity/competency to consent to treatment and sign admission forms in order for treatment to be given in the facility, except as described below. The facility staff cannot make determinations

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Policy

# **Patient Admission Policy**

# Admission Documents?

regarding mental capacity and competency and must presume competence unless a physician has declared the patient incompetent.

If a patient has been deemed by a physician to lack the mental capacity/competency to consent to treatment, a Legally Authorized Person may consent to the patient's treatment and may sign the admission forms.

**NOTE:** State laws vary on who may consent to treatment on the patient's behalf if the patient lacks capacity or competency to consent. In some states, family members or persons permitted by state law may consent to the patient's treatment and sign the admission forms even if such persons do not hold a power of attorney for healthcare or healthcare proxy as the Law Department will determine.

For purposes of this Policy, a 'Legally Authorized Person" is as follows:

- a) The patient's legal guardian or someone who holds a valid power of attorney for healthcare/healthcare proxy or who may sign on behalf of the patient under state law as determined by the Law Department.
- b) A parent or legal guardian if the patient is a minor.

**NOTE:** If there is any doubt the person is authorized to sign admission forms, contact the Law Department.

Patient Appears Unable to Consent for Treatment If a patient comes for his or her first treatment and does not appear to have the mental capacity/competency to sign the admitting documents, the nurse:

- must notify the patient's attending physician of the patient's perceived incapacity to understand and his/her inability to consent, and
- Should seek confirmation whether a medical determination of incompetency or lack of capacity has been made in the medical record consistent with state law.
- If the patient is deemed incompetent by the physician, the staff should attempt to contact any emergency contacts listed on the patient's admission paperwork in an attempt to find a family member who can

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# Policy

# **Patient Admission Policy**

- Provide proof of guardianship/power of attorney for healthcare or healthcare proxy (which must be provided at the time of admission, prior to treatment being provided), or
- Assist in providing valid consent to treatment, if permitted under state law, or who can obtain legal authority/guardianship to represent the patient.
- The patient cannot be dialyzed if:
  - o The patient has been deemed by a physician to be incompetent or to lack mental capacity consistent with state law, and
  - o The patient does not have an appropriate legal guardian or an agent with a valid healthcare power of attorney or healthcare proxy, and
  - The law department determines that state law does not permit family members to give consent.

Required
Documents
That Must Be
Signed Prior
to First
Dialysis
Treatment

The Clinical Manager or designee will conduct an admission interview with all new patients.

The following documents must be reviewed with and signed by the patient and/or the patient's Legally Authorized Person before or at the patient's first scheduled dialysis treatment:

- Admission Agreement
- Assignment of Benefits
- Consent for Dialysis
- Medicare Secondary Payor Questionnaire (MSPQ)
- Fresenius Rx Agent Designation form
- Consent to Receive, Use and Disclose Health Information for Treatment, Payment and Health Care Operations form
- Spectra form
- Notice of Privacy Practices\Acknowledgment of Notice of Privacy Practices

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Policy

# **Patient Admission Policy**

**Note:** Patients or their Legally Authorized Persons will not be asked to sign consent forms for services that are not being provided (ex. blood transfusion consent) until the actual service is needed. Blank consent forms should never be signed or used.

#### Approved Forms of Identification

Patient Admission Services will request the referring facility to provide 1 photo ID for the referral. Upon placement at the facility, staff will request 2 forms of identification. The two forms of ID must be provided within 6 treatments.

#### The two forms of identification can be:

A driver's license, a state issued identification card, a passport, insurance cards or a birth certificate. (These documents will be copied and maintained in a separate folder for each patient. When the patient is discharged they will be placed in the closed medical record.)

- Failure to produce the required identification may result in discharge from the facility.
  - If the patient does not bring in the required documents within 6 treatments, the Clinical Manager or Director of Operations must notify the RVP. Continuing to provide dialysis treatments will be dependent on regulatory review, reimbursement review, and Regional Vice President approval.

#### FKC Notice of Privacy Practice

A copy of the "FKC Notice of Privacy Practices (NPP)" must be given to each patient that is receiving direct care from an FKC provider prior to the patient's first treatment (see Privacy Notice Procedure COR-COMP-PS-0-001-001C1).

Patients have the right to review this Notice of Privacy Practices prior to signing the "Acknowledgement of Receipt of the NPP" form (See COR-COMP-PS-0-001-001D3). The "Acknowledgement of Receipt of the NPP" form should be signed by the patient or Legally Authorized Person, prior to

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# Policy

# **Patient Admission Policy**

the patient's first treatment from an FKC direct provider of care. This form serves as an acknowledgement of receipt of the FKC Notice of Privacy Practices.

**NOTE:** This form is **not** a condition for treatment. If the patient refuses to sign the acknowledgement form, the FKC staff should document the efforts that were made to obtain the patient's or Legally Authorized Person's signature and document that the FKC Notice of Privacy Practices was provided. This documentation should be made on the acknowledgement form and should be witnessed by another staff member. The acknowledgement form should be kept as part of the permanent active medical record.

A copy of this notice must also be posted in a clear and prominent location readily visible to patients in each FKC physical service delivery site. This notice will also be posted on the FKC web site. In addition, whenever the notice is revised, the FKC direct provider must make the notice available upon request.

Additional Information Provided During Admission and Orientation Process

All new admissions will also receive additional information related to policy that includes:

- Benefit Plan Book
- Catheter Access Plan
- Consent Form
- DNR Instruction and Form
- Home Therapy Consultation Form
- Important Numbers
- Patient Grievance
- Pt Rights & Responsibility Handout and Acknowledgement Form

Advanced Directive/DNR Status All new admissions to the facility will be asked if they have an Advance Directive and/or a valid state specific Do Not Resuscitate Order prior to or at

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Policy

# **Patient Admission Policy**

their first treatment and during their comprehensive interdisciplinary assessment.

For additional information on the Do Not Resuscitate Policy, navigate to Home >Clinical Services >Manuals >Clinical Services Integrated Policy and Procedure Manual >Administrative>FMS-CS-IC-I-101-050A1 Do Not Resuscitate Order Policy or click the following link:

https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET\_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=DOC 002327

#### Information Regarding Modalities and Schedules

The patient shall be made aware of and afforded access, where available, to all treatment modalities provided by the facility as appropriately certified or licensed by the state:

- ➤ In-center Hemodialysis
- ➤ Self-care Dialysis
- ➤ Nocturnal In-center Hemodialysis
- ➤ Home Hemodialysis (Nocturnal and Daytime)
- ➤ Continuous Ambulatory Peritoneal Dialysis
- ➤ Continuous Cycling Peritoneal Dialysis
- > Referral for Renal Transplantation

Additionally, the patient shall be provided with resource information for dialysis modalities not offered by the facility, including information about alternative scheduling options for working patients.

#### Related Policies & Procedures

- Patient Rights and Responsibilities
- Patient Complaints and Grievances policy and procedure
- Advance Directive policy
- Full Resuscitative Measures Policy
- Do Not Resuscitate Order policy and procedure
- Routine and Involuntary Patient Discharge
- Visitor's Policy

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# Policy

# **Patient Admission Policy**

- Eating and Drinking Policy
- Interruption of Treatment
- Weapons and Firearms Policy
- Records Management Policy, Filing, Storage, Preservation and Destruction of Records

### END OF DOCUMENT

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# Exhibit 7B. Patient Rights and Responsibilities Policy



# **Policy**

# **Patient Rights and Responsibilities**

#### **Purpose**

To comply with Federal Regulations that require dialysis facilities to:

Educate staff regarding the rights of dialysis patients.

Inform and educate all dialysis patients about their rights and responsibilities as a patient at the dialysis facility.

Ensure that patients' rights are respected and protected by the facility.

#### Responsibility

The FMCNA Patient Rights and Responsibilities patient brochures may be distributed to patients by any FMS staff. Additional information or discussion must be provided by the Nurse or Social Worker.

All facility staff are responsible for ensuring that patients' rights are respected and protected by the facility.

# Conditions for Coverage: Patients' Rights

The Conditions for Coverage, §494.70 Condition: Patients' Rights require dialysis facilities to inform patients or their representatives of their rights (including their privacy rights) and responsibilities when they begin their treatment and must protect and provide for the exercise of those rights. Patients' rights as stated in the Conditions for Coverage:

The patient has the right to –

- 1. Respect, dignity, and recognition of his or her individuality and personal needs, and sensitivity to his or her psychological needs and ability to cope with ESRD;
- 2. Receive all information in a way that he or she can understand;
- 3. Privacy and confidentiality in all aspects of treatment;
- 4. Privacy and confidentiality in personal medical records;
- 5. Be informed about and participate if desired, in all aspects of his or her care, and be informed of the right to refuse treatment, to discontinue treatment, and to refuse to participate in experimental research;
- 6. Be informed about his or her right to execute advance directives, and the facility's policies regarding advance directives;
- 7. Be informed about all treatment modalities and settings, including but not limited to transplantation, home dialysis modalities (home

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**Policy** 

# **Patient Rights and Responsibilities**

Conditions for Coverage: Patients' Rights, cont'd hemodialysis, intermittent peritoneal dialysis, continuous ambulatory peritoneal dialysis, continuous cycling peritoneal dialysis), and infacility hemodialysis. The patient has the right to receive resource information for dialysis modalities not offered by the facility, including information about alternative scheduling options for working patients;

- 8. Be informed of facility policies regarding patient care, including, but not limited to isolation patients;
- 9. Be informed of facility policies regarding the reuse of dialysis supplies, including hemodialyzers;
- 10. Be informed by the physician, nurse practitioner, clinical nurse specialist, or physician's assistant treating the patient for ESRD of his or her own medical status as documented in the patient's medical record, unless the medical record contains a documented contraindication;
- 11. Be informed of services available in the facility and charges for services not covered under Medicare;
- 12. Receive the necessary services outlined in the patient plan of care;
- 13. Be informed of the rules and expectations of the facility regarding patient conduct and responsibilities;
- 14. Be informed of the facility's internal grievance process;
- 15. Be informed of external grievance mechanisms and processes, including how to contact the ESRD Network and the State survey agency;
- 16. Be informed of his or her right to file internal grievances or external grievances, without reprisal or denial of services; and
- 17. Be informed that he or she may file internal grievances or external grievances personally, anonymously or through a representative of the patient's choosing.
- 18. Be informed of the facility's policies for transfer, routine or involuntary discharge, and discontinuation of services to patients;
- 19. Receive written notice 30 days in advance of an involuntary discharge, if discharge is justified and not due to an immediate threat to the health and safety of others.

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**Policy** 

# **Patient Rights and Responsibilities**

**Policy** 

All patients and/or their representatives will be informed of their rights (including privacy rights) and responsibilities.

Patient rights and the ability to exercise these rights must be protected by the facility.

The FMCNA Patient Rights and Responsibilities brochure explains the rights patients can expect to have while receiving treatment at this facility. The brochure also provides guidance as to certain responsibilities that are expected of the patient.

Each patient will be informed of their rights and given a copy of the FMCNA Patient Rights and Responsibilities within the first six (6) treatments in the facility. More in-depth discussions with patients about their rights and responsibilities are expected. These discussions may occur over a longer period of time.

Facilities should ensure that this information is provided to patients in a manner they can understand. For example, providing the FMCNA Patient Rights and Responsibilities brochure in the patient's primary language or having it interpreted based on assessment of the patient's language and reading preferences, or enlisting the aid of communication aids or interpreters for patients who are blind or have low vision, or are deaf or hard of hearing.

Dialysis facilities must prominently display a copy of the patient's rights in a visible and accessible area in the facility and must include contact information for the State survey agency and ESRD Network.

The FMCNA Patient Rights and Responsibilities brochures are available in English and Spanish. They may be purchased from the FMS Marketing Online Ordering Center. Audio versions in English and Spanish may also be ordered through the FMS Marketing Online Ordering Center.

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**Policy** 

# **Patient Rights and Responsibilities**

Policy: Privacy Rights

Patients have the right to privately discuss their condition and treatment. There should be ready access to a room in the facility where patient and/or family meetings may be held in private.

Patients have the right to privacy during activities that may require the exposure of private body parts while in the dialysis facility. Privacy screens or curtains may be used to provide privacy. Blankets may also be used as long as staff are able to observe the patient's vascular access, bloodline connections, and face at all times.

Patients or their representatives must be provided unbiased education about transplantation and all dialysis treatment options regardless of whether these options are available in the current facility.

Failure to Protect Patients' Rights Evidence of failure to treat patients with respect and dignity, provide an opportunity for private communication, or prevent exposure of private body areas resulting in emotional discomfort for the patient, and evidence that cognizant patients/designees are not aware of their options for treatment or available grievance mechanisms could result in the facility receiving a Condition level citation.

#### END OF DOCUMENT

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# Exhibit 7C. Patient Rights and Responsibilities List



# **FMCNA Patient Rights**

#### YOU HAVE THE RIGHT TO:

- Information that is Easy to Understand
- Care that is Respectful
- Help Make Decisions about Your Care
- Privacy and Confidentiality
- Clear Information about Facility Policies
- Make a Complaint, and Receive a Response

## What rights do you have?

The Fresenius Medical Care staff is committed to working with you and your family to meet your health care needs. Our goal is for you to have the same care and attention we would want for ourselves.

This list of rights explains some of the basics about how you can expect to be treated in our facility.

# You have the right to:

# Information that is easy to understand

- Receive information about dialysis in a way that is easy to understand.
- Assistance in helping you choose healthy behaviors that will improve your health and well-being.
- Receive clear answers to your questions.
- Have an interpreter if you can't hear or understand your care team.



### Care that is respectful

- Be protected from discrimination and or harassment based on race, color, national origin, sexual orientation, gender identity, disability, age, sex and religion.
- Be treated with dignity, consideration, respect and full recognition of your individuality and personal needs. This includes sensitivity to your psychological needs and ability to cope with ESRD.
- Say "no" and report staff that ask you to engage in personal or financial relationships, without fear of retaliation.

## Help make decisions about your care

- Be informed about your care and have the opportunity to participate in all aspects of your care, if you wish.
- Involve family members in making decisions about your care, if you desire.
- Be informed about the treatment options available to you and the right to change your treatment option after discussion with your physician.
- Be informed about dialysis treatment options or schedules not provided by this facility. Ask your Clinic Manager or Social Worker about scheduling options for working patients.
- Decide if you want to be part of any available research studies.
- Accept, refuse or stop any treatment that is prescribed for you.
- Be informed about your medical status by the physician, nurse practitioner, clinical nurse specialist or physician's assistant treating you, unless there is a documented reason for not giving this information.
- Receive all services as decided by you and the healthcare team in your plan of care.



- Know that Fresenius Medical Care does not reuse dialysis supplies, including hemodialyzers.
- Be told about and receive information about advance directives, and how the facility will carry out your wishes regarding your advance directives.

## **Privacy and confidentiality**

- Privacy and confidentiality in all aspects of treatment. This includes
  - the right to privately discuss your condition
    the right to privacy during activities that may require the exposure of
  - body parts while in the dialysis facility. Privacy screens, curtains, or blankets that do not cover your face or access, may be used to provide privacy.
- Privacy and confidentiality in your personal medical records. These rights and FMCNA's privacy practices are more fully explained in our Notice of Privacy practices. A copy of the Notice of Privacy Practices is given to patients upon admission, is posted in this facility, and is available upon request at any time.

# Clear information about facility policies

- Be told what services are available in the facility.
- Be given information about charges that may be billed to you if they are not covered by insurance or Medicare.
- Be informed of facility policies regarding patient care, including policies about visitors, eating and restroom use during treatment, isolation of patients with infectious disease, and conditions for transfer or discharge from the facility.
- Be informed that a two week notice is expected when requesting discharge from the facility to give staff an opportunity to:: o Ensure continuity of care for transfer.



- Resolve any issues before a final decision to transfer from the facility is made
- If you do not agree to a two week notice, the staff will assist you to transfer at your requested time frame.
- You may not be discharged from the facility unless:
  - o you or your insurer no longer reimburses the facility for the ordered services, your insurer materially reduces the amount of reimbursement originally agreed upon with the facility, or if the facility is unable to confirm with your insurer, before you are admitted, what the actual payment for services provided to you will be and, your insurer then reimburses facility at an insufficient rate relative to historical commercial insurer payment rates for the ordered services.
  - o the facility ceases to operate.
  - o transfer is necessary for your welfare or because the facility can no longer meet your medical needs, or
  - o your behavior is disruptive and abusive such that it affects the safety and welfare of others.
- Be given a 30-day notice of discharge, unless there is an immediate threat to the health and safety of others and discharge must be made sooner.

# Make a complaint, and receive a response

- Be informed about how to make a complaint through the facility, the ESRD Network or State Survey Agency.
- Make a complaint, verbally or in writing.
- Make a complaint yourself, anonymously or through a representative of your choice, through the Grievance Procedure without fear or concern that services will be affected.



### FMCNA PATIENT RESPONSIBILITIES

# You Have the Responsibility to:

- Speak Up to Help Us Protect Your Health and Safety
- Actively Participate in Your Care Plan
- Choose Healthy Behaviors
- Get Your Full Dialysis Treatment
- Be Considerate of Other Patients and Staff
- Provide Updated Information to Staff

\_

### What Responsibilities Do You Have?

You are the most important person on your health care team. This is because a lot of what determines how well you feel and the quality of your life depends on the daily decisions that you make.

# You have the responsibility to:

# **Speak Up to Help Us Protect Your Health & Safety**

- Tell the staff if you don't understand your treatment plan or any instructions.
- Tell the staff if something doesn't feel or look safe, or right.
- Involve your family or significant others in your care, when needed.
- Inform the staff if you have had health problems since your last treatment.
- Actively participate in your plan of care.



### **Choose Healthy Behaviors**

- Take charge of your healthcare, to the best of your ability.
- Learn as much as you can about your healthcare needs.
- Cooperate, to the best of your ability, with your diet, medication, and dialysis treatment plans.
- Take care of, protect, and learn about your dialysis access it's your lifeline!
- For your safety, make sure your face and dialysis access are uncovered and visible to staff at all times during your treatment.
- Call the Fresenius Medical Care Disaster Line (1-800-626-1297) if a disaster occurs and you cannot reach your facility.

# **Get Your Full Dialysis Treatment**

- Tell the staff if your treatments are so uncomfortable that you will be unable to complete or attend your treatments. They will try to help.
- Arrive on time for your treatments or clinic visits.
- Let the staff know as early as possible if you are going to be late or miss a treatment or appointment and reschedule.
- Arrange transportation to and from treatment. Inform staff right away if your transportation needs change.
- Make sure you have a backup transportation plan in case you need it.
- For your safety, arrange to have someone with you when you come to dialysis, if you need help getting into or out of your vehicle or in and out of the facility. Staff are strongly discouraged from leaving the facility to assist an arriving or departing patient. Leaving the facility to assist a patient outside could result in a health or safety risk to the employee, the patient being assisted and/or other patients in the treatment area.



#### **Be Considerate of Other Patients and Staff**

- Respect the personal rights and property of other patients & staff.
- Maintain the confidentiality of any information you witness or hear while in the facility. This includes:
- Not recording, writing down or discussing the personal health information or other confidential information of other patients.
- Not using any form of photography, video or audio recordings of any kind anywhere within the facility.
- Follow the rules of the facility that have been developed to provide protection, safety, and quality care to all patients.
- Behave appropriately. This means not acting in a way that makes other people in the clinic uncomfortable or afraid for their safety, such as threatening, cursing, yelling, using sexually suggestive words, or inappropriate touching.
- Understand that patients and/or visitors may not solicit or distribute for any purpose on FKC premises (including FKC clinics and the waiting area of such clinics), unless approved, in advance, by the FKC Compliance Officer and/or FMCNA human resources.
- Understand that weapons of any kind are not allowed in the facility. This means not bringing any items that can be used as a weapon. Bringing weapons to the facility or making threats against others or the facility may be grounds for immediate dismissal from the facility.
- Understand that alcoholic beverages or illicit (street) drugs are not allowed in the facility. Patients who come to dialysis under the influence of these substances put themselves at a health risk and may require hospitalization or police involvement.
- Make sure your visitors follow the same rules as patients.



# **Provide Updated Information to Staff**

- Notify the facility if you have a new address or contact information.
- Inform the facility right away if you obtain new insurance coverage or there are any changes in insurance.
- Inform the facility if you decide to receive dialysis at another facility or stop dialysis.

Remember: By taking advantage of your rights and fulfilling your responsibilities, you may be able to improve your health and the quality of your life.

# **Exhibit 7D.**Patient Acknowledgement of Receipt of Rights and Responsibilities

## ACKNOWLEDGEMENT OF RECEIPT OF FMCNA PATIENT RIGHTS AND RESPONSIBILITIES

This is to certify that I,	,
have received and read, or had read to me, the FMCNA Pa	tient Rights and
Responsibilities.	
I have had the opportunity to ask questions, and I understan	nd my Rights and
Responsibilities as a patient of FMCNA	·
Patient's Name (Please print name)	
Patient's Signature	Date
Patient's Representative, if applicable (Please print name)	
Patient's Representative, Signature (if applicable)	Date
Name of Staff Person Presenting Content to Patient (Please	e print name)
Signature of Staff Person Presenting Content to Patient CS-I-198 FMS-CS-4-009	Date

## Exhibit 8A. Financial Statements - Historical

## Fresenius Kidney Care - Aberdeen Dialysis Center Historical Statement of Revenues and Expenses, 2016 - YTD (Jan-Aug) 2019

		2016		2017		2018		YTD2019 (Jan-Aug)
Revenues		2010		2017		2010		(van-Aug)
Net Revenue Before Bad Debt	\$	7,168,915	\$	5,606,493	\$	6,302,361	\$	3,717,618
Charity Care	\$	(63,086)	\$	(49,337)	\$	(55,461)	\$	(32,715)
Bad Debt	\$	(104,466)	\$	(144,750)		(151,088)		(180,389)
	L.	,	·	, , ,	·	. , ,	·	( , ,
Total Net Revenue	\$	7,001,362	\$	5,412,406	\$	6,095,812	\$	3,504,513
Expenses								
Total Personnel	\$	(1,430,079)	\$	(1,476,169)	\$	(1,660,681)	\$	(1,246,198)
Total Med Supplies	\$	(374,588)	\$	(381,774)	\$	(434,109)	\$	(293,242)
Total Ancillary	\$	(477,300)	\$	(500,428)	\$	(796,454)	\$	(538,670)
Other Med	\$	(70,993)	\$	(74,384)	\$	(64,085)	\$	(46,452)
House Keeping & Utilities	\$	(192,188)	\$	(210,417)	\$	(176,805)	\$	(130,070)
Total Admin (i.e. Admin expenses + G&A Overhead Costs)	\$	(794,612)	\$	(586,895)	\$	(715,097)	\$	(400,491)
Depr/Amort	\$	(107,987)	\$	(115,805)	\$	(110,559)	\$	(187,949)
Total Property (i.e. Rent Expense + Other Property Expense)	\$	(148,733)	\$	(146,220)	\$	(146,283)	\$	(16,694)
Interest Expense	\$	5	\$	(382)		( ,,		(17,055)
Total Expenses w/o Physician compensation	\$	(3,596,476)	\$	(3,492,472)	\$	(4,105,338)	\$	(2,876,823)
Profit From Operations (Excludes Physician compensation)	\$	3,404,886	\$	1,919,935	\$	1,990,473	\$	627,690
Physician Compensation (Medical Director's Fee)	\$	(101,442)	\$	(97,667)	\$	(105,024)	\$	(74,088)
Net Income Before Taxes (includes Allocations)	\$	3.303.444	\$	1.822.267	\$	1.885.449	\$	553.602

## Exhibit 8B. Financial Statements – Forecasts

Fresenius Kidney Care - Ab	erdeen Dialy	sis Center		
Statement of Revenue				
	May - Dec	<u>2022</u>	2023	2024
Months of Operation	<b>2021</b> 8.0	12	12	12
Patients and Treatments				
I/C PAT	98	102	105	108
Total Home PAT	15	16	17	18
Total PAT	113	118	122	126
I/C TMT	9,408	14,688	15,120	15,552
Total Home TMT	1,440	2,304	2,448	2,592
Total TMT	10,848	16,992	17,568	18,144
Revenue				
In-Center Revenue	4,321,304	6,746,526	6,944,953	7,143,380
Home Revenue	661,424	1,058,279	1,124,421	1,190,563
Bad Debt	(119,452)	(187,107)	(193,449)	(199,792)
Charity Care	(43,848)	(68,682)	(71,010)	(73,339)
Total Net Revenue	4,819,428	7,549,015	7,804,914	8,060,813
Evnance				
Expenses I/C Personnel	1,159,942	1,779,270	1,817,468	1,855,666
Home Personnel	312,882	469,323	469,323	469,323
Total Personnel	1,472,824	2,248,593	2,286,790	2,324,988
I/C Med Supplies	297,653	464,703	478,371	492,039
Home Med Supplies	45,559	72,895	77,451	82,006
Total Med Supplies	343,212	537,598	555,821	574,045
IC Ancillary Cost - Other Than EPO	529,941	827,357	851,691	876,025
IC EPO Cost	16,159	25,228	25,970	26,711
Total IC Ancillary	<u>546,100</u>	<u>852,584</u>	<u>877,660</u>	902,736
Home Ancillary Cost - Other Than EPO	81,113	129,781	137,893	146,004
Home EPO Cost	2,473	3,957	4,205	4,452
Total Home Ancillary	83,587	133,739	142,097	150,456
Other Med	50,667	79,363	82,053	84,743
House Keeping & Utilities	117,870	176,805	176,805	176,805
Admin expenses	332,901	499,352	499,352	499,352
G&A Overhead Costs	143,830	215,746	215,746	215,746
Depr/Amort (Existing)	73,706	110,559	110,559	110,559
Depr/Amort (Project Expansion)	180,989	271,484	271,484	271,484
Rent Expense	273,512	414,918	421,972	429,145
Other Property Exp Other Expense - (IE: Interest, Start Up Costs and Other One time)	57,924 843	87,871 1,265	89,365 1,265	90,884 1,265
Total Other Expense	1,232,243	1,857,362	1,868,600	1,879,983
Total Expenses w/o Physician Compensation	3,677,966	5,629,876	5,730,970	5,832,209
Profit From Operations (Excludes Physician Comp)	1,141,462	1,919,139	2,073,944	2,228,604
Physician Compensation	<u>88,116</u>	140,782	148,466	156,400
Net Income		4	4	
Net Income Before Taxes (includes Allocations)	1,053,346	1,778,357	<u>1,925,479</u>	2,072,204

## **FKC Aberdeen**

## Pro Forma Assumptions

#### **Patient Volumes**

Utilization projections, including the assumptions used to derive the forecasts, are presented within the main text of the application

It is assumed the number of treatments per patient is 144/year. There is an adjustment in 2021 to reflect only partial year.

### Revenues

In-center revenues are based on CY2018 FKC Aberdeen data ("actuals"), given it is an existing facility. Payer mix statistics have also been obtained from FKC Aberdeen actuals for the most recent calendar year. 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% revenue based on the experience of Fresenius' facilities in Washington State.

### **Bad Debt**

Calculated on a per treatment basis from FKC Aberdeen actuals.

#### **Expenses**

Unless otherwise noted, expenses have been calculated based on CY2018 FKC Aberdeen actuals.

Medical supplies, ancilliary, and 'other med' expenses have been calculated on a per treatment basis from FKC Aberdeen actuals.

Personnel expenses are based on identified patient to staff ratios and incorporates a 10% non-productive factor. Wage figures have been compiled from actuals at the FKC Aberdeen facility.

Depreciation is straight-line; assumes 10 years on leaseholds and 8 years on equipment.

Rent Expense: rates presented in Section 3.1 of the lease. Commencement of the lease is anticipated to be May 2021.

Other Propery Exp includes common area maintenance ("CAM"), allocated taxes, and insurance costs. Estimated at 21% of base Rent Expense based on 2018 actuals. Physician Compensation: Section 5.01.1 of the Medical Director Agreement (MDA) presented the starting lump sum fee for multiple Fresenius facilities encompassing the MDA. Further, it states that the fee will increase by 2% each year thereafter. Fresenius

allocates the MDA fee based on a treatment basis. The projected physician compensation fee is calculated based on 2018 actuals per-treatment expenses, with an annual 2% escalator, that is then multiplied by the projected number of treatments.

## Fresenius Kidney Care - Aberdeen Dialysis Center

Productive FTEs, by Type	May - Dec 2021	2022	2023	2024
In-Center FTE's				
Facility Administrator	1.0	1.0	1.0	1.0
Outpatient RN	5.0	5.1	5.3	5.4
Patient CareTechnician	12.3	12.8	13.1	13.5
Equipment Technician	1.0	1.0	1.0	1.0
Social Worker	1.0	1.0	1.0	1.0
Dietitian	1.0	1.0	1.0	1.0
Secretary	1.0	1.0	1.0	1.0
Home Manager	0.5	0.5	0.5	0.5
Home RN	3.0	3.0	3.0	3.0
Total	25.8	26.4	26.9	27.4

Productive + Non-Productive FTEs, by				
Туре	May - Dec 2021	2022	2023	2024
In-Center FTEs				
Facility Administrator	1.1	1.1	1.1	1.1
Outpatient RN	5.5	5.6	5.8	5.9
Patient CareTechnician	13.5	14.0	14.4	14.9
Equipment Technician	1.1	1.1	1.1	1.1
Social Worker	1.1	1.1	1.1	1.1
Dietitian	1.1	1.1	1.1	1.1
Secretary	1.1	1.1	1.1	1.1
Home Manager	0.6	0.6	0.6	0.6
Home RN	3.3	3.3	3.3	3.3
Total	28.3	29.0	29.6	30.1

Non-Productive = 10% of Productive time.

		FKC Abe	rde	en		
Total Wages and Salaries	May	- Dec 2021		2022	2023	2024
In-Center						
Facility Administrator	\$	54,851	\$	82,276	\$ 82,276	\$ 82,276
Outpatient RN	\$	283,254	\$	433,379	\$ 446,126	\$ 458,872
Patient CareTechnician	\$	333,159	\$	520,137	\$ 535,435	\$ 550,733
Equipment Technician	\$	43,945	\$	65,917	\$ 65,917	\$ 65,917
Social Worker	\$	44,341	\$	66,512	\$ 66,512	\$ 66,512
Dietitian	\$	59,793	\$	89,690	\$ 89,690	\$ 89,690
Secretary	\$	32,276	\$	48,414	\$ 48,414	\$ 48,414
Home Manager	\$	34,732	\$	52,098	\$ 52,098	\$ 52,098
Home RN	\$	194,983	\$	292,475	\$ 292,475	\$ 292,475
Total, All FTEs	\$	1,081,335	\$	1,650,898	\$ 1,678,943	\$ 1,706,988

## Fresenius Kidney Care - Aberdeen Dialysis Center

		FKC Abe	rde	en		
Total Benefits	May	- Dec 2021		2022	2023	2024
In-Center						,
Facility Administrator	\$	19,858	\$	29,788	\$ 29,788	\$ 29,788
Outpatient RN	\$	102,550	\$	156,901	\$ 161,516	\$ 166,131
Patient CareTechnician	\$	120,618	\$	188,311	\$ 193,850	\$ 199,388
Equipment Technician	\$	15,910	\$	23,865	\$ 23,865	\$ 23,865
Social Worker	\$	16,053	\$	24,080	\$ 24,080	\$ 24,080
Dietitian	\$	21,648	\$	32,471	\$ 32,471	\$ 32,471
Secretary	\$	11,685	\$	17,528	\$ 17,528	\$ 17,528
Home Manager	\$	12,574	\$	18,862	\$ 18,862	\$ 18,862
Home RN	\$	70,592	\$	105,888	\$ 105,888	\$ 105,888
Total, All FTEs	\$	391,489	\$	597,694	\$ 607,848	\$ 618,001

		FKC Abe	rde	en		
Total Wages, Salaries Benefits	May	- Dec 2021		2022	2023	2024
Facility Administrator	\$	74,709	\$	112,064	\$ 112,064	\$ 112,064
Outpatient RN	\$	385,804	\$	590,281	\$ 607,642	\$ 625,003
Patient CareTechnician	\$	453,777	\$	708,448	\$ 729,285	\$ 750,121
Equipment Technician	\$	59,855	\$	89,782	\$ 89,782	\$ 89,782
Social Worker	\$	60,395	\$	90,592	\$ 90,592	\$ 90,592
Dietitian	\$	81,441	\$	122,161	\$ 122,161	\$ 122,161
Secretary	\$	43,961	\$	65,942	\$ 65,942	\$ 65,942
Home Manager	\$	47,306	\$	70,959	\$ 70,959	\$ 70,959
Home RN	\$	265,575	\$	398,363	\$ 398,363	\$ 398,363
Total, All FTEs	\$	1,472,824	\$	2,248,593	\$ 2,286,790	\$ 2,324,988

## Exhibit 8C. Financial Statements - Combined

			F	res	enius K	idne	ey Care - A	۱b	erdeen D	ial	vsis Cen	te	r									
							evenues ai				•											
		2016	2017		2018		YTD (Jan to Aug) 2019		2019 Annualized		2020	F	Partial Year 2021	M	ay - Dec 2021		Full Year 2021	2022		2023		2024
Revenues		2016	2017		2016		Aug) 2019		Annualizeu		2020		2021		2021		2021	2022		2023		2024
Net Revenue Before Bad Debt and Charity Care	\$	7,168,915	\$ 5,606,493	\$	6,302,361	\$	3,717,618	\$	5,576,427	\$	6,302,361	\$	2,100,787	\$ 4	,982,728	\$	7,083,515	\$ 7,804,804	\$ 8	3,069,374	\$	8,333,943
Charity Care	\$	(63,086)	(49,337)		(55,461)		(32,715)		(49,073)		(55,461)			\$	(43,848)		(62,335)	(68,682)	\$	(71,010)	\$	(73,339
Bad Debt	\$	(104,466)	\$ (144,750)	\$	(151,088)	\$	(180,389)	\$	(270,584)	\$	(151,088)	\$	(50,363)	\$	(119,452)	\$	(169,815)	\$ (187,107)	\$	(193,449)	\$	(199,792)
Total Net Revenue	\$	7,001,362	\$ 5,412,406	\$	6,095,812	\$	3,504,513	\$	5,256,770	\$	6,095,812	\$	2,031,937	\$ 4	,819,428	\$	6,851,365	\$ 7,549,015	\$ 7	,804,914	\$	8,060,813
Expenses																						
Total Personnel	\$	(1,430,079)	(1,476,169)				(1,246,198)				(1,660,681)						(2,026,385)					(2,324,988
Total Med Supplies Total Ancillary	\$	(374,588) (477,300)	(381,774) (500,428)		(434,109) (796,454)		(293,242) (538,670)		(439,864) (808,005)		(434,109) (796,454)		(144,703) (265,485)	\$ \$	(343,212) (629,687)		(487,915) (895,171)	(537,598) (986,323)		(555,821)	\$	(574,045
Other Med	¢ P	(70,993)	(74,384)		(64,085)		(46,452)		(69,679)		(64,085)		(203,463)	φ ¢	(50,667)		(72,028)	(79,363)	φ (ı	(82,053)	Ф (	(84,743)
House Keeping & Utilities	\$	(192,188)	(210,417)		(176,805)		(130,070)		(195,105)		(176,805)		(58,935)	\$	(117,870)		(176,805)	(176,805)	\$	(176,805)	\$	(176,805
Total Admin (i.e. Admin expenses + G&A Overhead Costs)	\$	(794,612)	(586,895)		(715,097)		(400,491)		(600,737)		(715,097)		(238,366)	\$	(476,731)		(715,097)	(715,097)		(715,097)	\$	(715,097
Depr/Amort	\$	(107,987)	(115,805)		(110,559)		(187,949)		(281,924)		(110,559)		(36,853)	\$	(254,695)		(291,548)	(382,043)		(382,043)	\$	(382,043
Total Property (i.e. Rent Expense + Other Property Expense)	\$	(148,733)	(146,220)		(146,283)	\$	(16,694)		(25,041)		(146,283)		(48,761)		(454,502)		(503,263)	(686,402)		(693,456)	\$	(700,629
Other (Interest Expense)	\$	5	\$ (382)		(1,265)	\$	(17,055)		(25,583)		(1,265)		, , ,	\$	(843)		(1,265)	(1,265)	\$	(1,265)	\$	(1,265
Total Expenses w/o Physician compensation	\$	(3,596,476)	\$ (3,492,472)	\$ (	(4,105,338)	\$	(2,876,823)	\$	(4,315,234)	\$	(4,105,338)	\$	(1,368,446)	\$ (3	,801,031)	\$ (	(5,169,477)	\$ (5,813,489)	\$ (5	,913,089)	\$ (	(6,012,809
Profit From Operations (Excludes Physician																						
compensation)	\$	3,404,886	\$ 1,919,935	\$	1,990,473	\$	627,690	\$	941,536	\$	1,990,473	\$	663,491	\$ 1	,018,396	\$	1,681,887	\$ 1,735,526	\$ 1	,891,825	\$	2,048,004
Physician Compensation (Medical Director's Fee)	\$	(101,442)	\$ (97,667)	\$	(105,024)	\$	(74,088)	\$	(111,132)	\$	(105,024)	\$	(35,008)	\$	(88,116)	\$	(123,124)	\$ (140,782)	\$	(148,466)	\$	(156,400
Net Income Before Taxes (includes Allocations)	\$ 3	3,303,444	\$ 1,822,267	\$ 1	,885,449	\$	553,602	\$	830,404	\$	1,885,449	\$	628,483	\$	930,281	\$ 1	1,558,764	\$ 1,594,744	\$ 1.	743.359	\$ 1	.891.604

Net Income Before Taxes (includes Allocations) \$ 3,303,444 \$ 1,822,267 \$ 1,885,449 \$ (1) 2019 annualized based on YTD2019 actuals presented in Exhibit 8A, adjusted by effective number of months. (2) 2020 based on 2018 actuals.

(3) Partial year 2021 based on 2018 actuals multipled by effective number of months

# Exhibit 9. Medical Director Agreement

## MEDICAL DIRECTOR AGREEMENT

This MEDICAL DIRECTOR AGREEMENT ("Agreement") is made by and between Renal Care Group Northwest, Inc. ("Company"), a Delaware corporation and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and RVS, PLLC ("Consultant"), a Washington professional services corporation comprised of the following physicians: Julia Anuras, M.D., Chris Burtner, M.D., Lana Bur, M.D., Vo Nguyen, M.D. and Seth Thaler, M.D. ("Member Physicians").

## WITNESSETH

WHEREAS, Company has established dialysis treatment centers at 1872 N 13<sup>th</sup> Loop Rd., Shelton, WA 98584 ("Shelton"), 719 Sleater Kinney Rd SE, Lacey, WA 98503 ("Lacey"), 2012 Industrial Parkway, Aberdeen, WA 98520 ("Gray's Harbor"), 1684 Bishop Rd., Chehalis, WA 98532 ("Chehalis") (each a "Facility" and, collectively, the "Facilities"), or at such address as a Facility may be relocated to from time to time; and

WHEREAS, Company has established a home dialysis treatment program located at 719 Sleater Kinney Rd SE, Lacey, WA 98503 and at the Gray's Harbor Facility through which Company provides peritoneal dialysis and/or home hemodialysis treatments ("Home Program"); and

WHEREAS, Company has established a program for the provision of dialysis and/or apheresis services, and other contracted-for services, at Providence St. Peters Hospital located at 413 Lilly Rd NE, Olympia, WA 98506 (each an "Inpatient Services Program" and, collectively, the "Inpatient Services Programs"); and

WHEREAS, Consultant, through Member Physicians, specializes in the treatment of kidney disease and is experienced in the medical administration of dialysis facilities, home dialysis programs and inpatient services programs; and

WHEREAS, Company desires to retain Consultant to provide, through Member Physicians, certain administrative services with respect to the Facilities, the Home Programs and the Inpatient Services Programs and Consultant desires to provide such services in such capacity to Company; and

WHEREAS, the parties acknowledge that Company has established a master list of contracts that is maintained and updated centrally which cross references contracts between the parties and which shall be made available to the Secretary of the Department of Health and Human Services upon request.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

## 1. ENGAGEMENT AND ACKNOWLEDGEMENT

Company hereby engages Consultant to provide certain administrative services to the Facilities, the Home Programs and the Inpatient Services Programs and Consultant agrees to provide such services upon the terms and conditions set forth herein. Consultant acknowledges that each nephrologist designated to serve as Medical Director of a Facility, a Home Program or and/or an Inpatient Services Program has specific duties and responsibilities (a) as set forth in this Agreement; (b) with respect to the Facilities and the Home Programs, as required by the Conditions for Coverage for End-Stage Renal Disease Facilities, 42 C.F.R. § 494.1 et seq., or such amended or successor regulations, and the Interpretive Guidelines thereto promulgated by the Centers for Medicare & Medicaid Services ("CMS") (collectively, the "Conditions for Coverage"); (c) as required under state licensing or other applicable laws; (d) as set forth in applicable FMCNA policies and procedures, including but not limited to, those policies and procedures related to quality outcomes for patients; and (e) as assigned to him/her in the Governing Body and Medical Staff Bylaws of the Facilities, the Home Programs and the Inpatient Services Programs. Consultant further acknowledges that (a) the Medicare Improvements for Patients and Providers Act and the implementing regulations of the Medicare End-Stage Renal Disease Bundled Payment System, 75 Fed. Reg. 49029 et seq., or such amended or successor regulations (collectively, the "Bundle") set forth certain rules effective as of January 1, 2011 for the reimbursement of claims by the Medicare program for renal dialysis services provided at dialysis facilities and home dialysis programs; and (b) the third party payors for individual patients may also set forth certain rules governing the reimbursement of claims for care provided to such payors' patients.

## 2. <u>TERM</u>

The term of this Agreement shall begin on September 1, 2015 (the "Commencement Date") and shall continue for a period of seven (7) years ("Initial Term"), unless sooner terminated as provided herein. This Agreement shall automatically renew for additional successive terms of three (3) years (the "Renewal Term"), unless either party gives written notice of non-renewal to the other party not less than nine (9) months prior to the expiration of the Initial Term or then current Renewal Term, as applicable. For purposes of this Agreement, "Term" means the Initial Term and any Renewal Term.

## 3. OBLIGATIONS OF CONSULTANT

- 3.01 <u>Designation of Medical Directors; Requirements for Nephrologists Providing Services Hereunder</u>
- 3.01.1 Consultant shall designate a nephrologist at each Facility, Home Program and Inpatient Services Program who shall be responsible for performing the services hereunder at such Facility, Home Program and/or Inpatient Services Program and who shall be deemed the Medical Director for such Facility, Home Program and/or Inpatient Services Program. Consultant acknowledges and agrees that the Medical Director of a Home Program shall report to the Medical Director of the Facility from which the Home Program is administered and that the Medical Director of the Facility shall be accountable for the Medical Director services rendered with respect to the both the Facility and such Home Program. Each nephrologist

designated as Medical Director shall at all times meet the requirements of Section 3.01.4, below, when providing services hereunder. Consultant acknowledges and agrees that the aforementioned designations, whether now or in the future, shall be made in writing and are subject to Company's prior written approval. Company hereby approves the initial designations of the Medical Directors of the Facilities, the Home Programs and the Inpatient Services Programs as set forth on Schedule A, attached hereto and incorporated herein by reference.

- 3.01.2 Consultant agrees that it shall not designate a nephrologist as Medical Director at more than two (2) Facilities at any given time unless an exception is approved in advance, in writing, by the Chief Executive Officer of FMCNA, in consultation with FMCNA's Chief Medical Officer and the respective FMCNA Business Division President. Consultant further agrees that, barring any unforeseen circumstances, each nephrologist designated as Medical Director of a Facility, a Home Program or an Inpatient Services Program shall serve in such capacity for at least one (1) year before another nephrologist may be designated as the new Medical Director for such Facility, Home Program or Inpatient Services Program. Consultant acknowledges that Company strongly favors Medical Directors serving for tenures longer than one (1) year.
- 3.01.3 Any nephrologist who at any time is designated a Medical Director shall also be deemed a Member Physician for purposes of this Agreement. The term Member Physician is defined in Section 6.01.5, below. If a nephrologist designated as Medical Director has not already signed this Agreement as a Member Physician, then, prior to rendering services hereunder, such nephrologist shall be required to execute an amendment to this Agreement, or a separate agreement in a form acceptable to Company, pursuant to which such physician agrees to abide by the terms and conditions of this Agreement including, but not limited to, the provisions of Section 6 (collectively, a "Joinder Agreement"). The parties agree that while the designated Medical Director shall remain responsible for performing the duties hereunder with respect to the applicable Facility, Home Program or Inpatient Services Program, other Member Physicians may assist such Medical Director in the performance of the duties hereunder from time to time, including but not limited to any time the designated Medical Director is on vacation; provided, however, that such Member Physician, at all times when providing such assistance to the Medical Director, meets the requirements in Section 3.01.4, below.
- 3.01.4 Each Member Physician, whether as the designated Medical Director of a Facility, a Home Program or an Inpatient Services Program or when providing assistance to the designated Medical Director, shall at all times meet each of the following requirements:
- a. Remain licensed as a physician in the state in which the Facilities, the Home Programs and the Inpatient Services Programs are located and at which such physician is providing Medical Director services hereunder.
- b. Remain board certified in nephrology, internal medicine, pediatrics or pediatric nephrology, have completed a board-approved training program in nephrology and have at least twelve (12) months of experience providing care to patients receiving dialysis. Company may waive this qualification for a specific Member Physician, but such Member Physician may not

serve as Medical Director of a Facility or a Home Program unless the Secretary of the Department of Health and Human Services has indicated otherwise.

- c. Remain a member in good standing of the Medical Staff of the Facilities and the Home Programs at which physician is providing Medical Director services hereunder, unless FMCNA's Chief Medical Officer or his designee specifically agrees otherwise in writing.
- d. Remain a member in good standing of the Medical Staff of the Facilities from which the Inpatient Services Programs are administered and at which physician is providing Inpatient Services Program Medical Director services hereunder, and maintain privileges (at a minimum, courtesy/guest privileges) at the hospital at which Company operates the Inpatient Services Programs, unless FMCNA's Chief Medical Officer or his designee specifically agrees otherwise in writing.
  - e. Maintain a current registration with the Drug Enforcement Administration.
- f. Maintain a current state controlled substances registration (or equivalent), as applicable.
- g. Maintain malpractice liability insurance coverage of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate and further maintain, for a period of not less than three (3) years following the termination of this Agreement, any such malpractice liability insurance if underwritten on a claims-made basis.
- h. Not be excluded, suspended, sanctioned or otherwise restricted from participating in federal health care programs, including but not limited to, Medicare or Medicaid.
- i. Remain otherwise qualified to act as a medical director of a dialysis treatment facility that is certified to participate in the Medicare.
- j. Maintain any additional requirements as a physician as may be required in order for the Facilities to be licensed as dialysis facilities, or the equivalent, in the state in which the Facilities are located.
- k. Maintain any additional requirements as a physician as may be required in order for the Inpatient Services Programs to be operated consistent with the requirements of The Joint Commission.
- 3.01.5 In the event that a Medical Director (i) is indicted for (x) any felony, or (y) any violation of a federal or state health care law; or (ii) fails to meet any of the requirements set forth in Section 3.01.4; or (iii) is terminated by Consultant, Company shall terminate such physician's designation as Medical Director upon same day notice to Consultant, and Consultant, within that same day period, shall designate a new Medical Director who meets the requirements set forth in this Agreement.

- 3.01.6 In the event that a Medical Director is unavailable to serve as Medical Director for a period greater than two (2) months, or such shorter time as Company in its reasonable discretion determines may affect the quality of care provided at a Facility, a Home Program or an Inpatient Services Program, then, unless Company agrees otherwise in writing, Company shall terminate such physician's designation as Medical Director upon five (5) business day's prior notice to Consultant and Consultant, within that same five (5) business day period, shall designate a new Medical Director who meets the requirements set forth in this Agreement.
- 3.01.7 In the event that a Medical Director sells or otherwise disposes of his ownership in, resigns from or leaves the employ of Consultant, Consultant shall promptly notify Company of the effective date of such circumstance and shall, within five (5) business days of such notice (and, in any event, no later than one (1) day prior to the effective date of such circumstance), designate a new Medical Director who meets the requirements set forth in this Agreement.
- 3.01.8 If Consultant is unable to designate an alternative nephrologist to serve as the Medical Director of a Facility, a Home Program and/or an Inpatient Services Program pursuant to the provisions of Sections 3.01.5, 3.01.6 and 3.01.7, as applicable, Company shall have the right to terminate this Agreement.
- 3.01.9 With Company's prior written approval, Consultant may designate a temporary Medical Director ("Temporary Medical Director") for a Facility, a Home Program or an Inpatient Services Program who shall serve in the role for such period of time as agreed upon by Company in its prior written approval. A Temporary Medical Director shall be considered a Medical Director and a Member Physician for all purposes under this Agreement, except as otherwise explicitly set forth herein. Each Temporary Medical Director shall at all times meet the requirements set forth in Section 3.01.4, above, when providing services hereunder and shall have executed this Agreement as a Member Physician or shall have executed a Joinder Agreement. Notwithstanding anything to the contrary in the foregoing sentence, for a period of up to thirty (30) days, Consultant may designate as Temporary Medical Director a nephrologist who was not previously a Member Physician (prior to designation as Temporary Medical Director) and who has not specifically agreed to be bound by the provisions of Section 6; provided, however, that such nephrologist will no longer be able to continue to provide services hereunder or receive compensation for such services after such thirty (30) day period if he or she has not executed a Joinder Agreement by such date. Consultant shall ensure that the services provided by a Temporary Medical Director are in accordance with all terms and conditions contained in this Agreement.
- 3.01.10 If a state or federal regulatory or licensing authority ("Authority") finds deficiencies at a Facility, a Home Program and/or an Inpatient Services Program related to or caused by a Medical Director's failure to satisfy the requirements of a Medical Director pursuant to the Conditions for Coverage or to any other applicable federal or state laws and/or regulations, and such Authority requires the appointment of a physician monitor to assist the Facility, the Home Program and/or the Inpatient Services Program in achieving compliance with applicable licensing rules and regulations and to supervise the implementation of a corrective action plan, Consultant agrees to pay for the cost of such monitor until the Authority has determined that all such deficiencies are cured.

## 3.02 Medical Director Services

During the term of this Agreement, Consultant shall ensure that Medical Directors providing services hereunder perform all the services described in Schedule B, attached hereto and incorporated herein by reference, and as otherwise set forth in this Agreement, which shall include, but not be limited to the following:

- a. Medical Directors shall provide all services at the Facilities and the Home Programs required to be performed by a Medical Director pursuant to (i) the Conditions for Coverage, and (ii) any other applicable federal, state or local requirements, and, in coordination with Company, Medical Directors shall actively supervise the compliance of the Facilities and the Home Programs with the requirements of (i) the Conditions for Coverage, and (ii) any other applicable federal, state or local requirements.
- b. Medical Directors shall make recommendations to ensure that the operations of the Inpatient Services Programs are in accordance with (i) the requirements for the hospital's accreditation by The Joint Commission, as such requirements are communicated to Company by the hospital, and (ii) any other applicable requirements of the hospital.
- c. Medical Directors shall abide by all of the bylaws, policies, procedures, rules and regulations of Company, the Facilities, the Home Programs and the Inpatient Services Programs, as applicable.
- d. Medical Directors shall coordinate the provision of medical director services with FMCNA's Medical Office and shall communicate regularly with FMCNA's Chief Medical Officer and/or the members of FMCNA's Medical Advisory Boards, as appropriate. The coordination of services and communication may include, but is not limited to, (i) participation in conference calls scheduled by FMCNA's Medical Advisory Board members in their region; and (ii) attendance at any medical director meetings or conferences held by FMCNA.
- Medical Directors shall serve as the chairpersons of the Medical Staff of the e. Facilities and the Home Programs, as applicable, and, as chairperson, shall supervise the attending physicians and other members of the Medical Staff and, in coordination with Company, shall monitor on an on-going basis the compliance of the attending physicians and other members of the Medical Staff with (i) the requirements of the Conditions for Coverage governing the provision of care to dialysis patients; (ii) any other applicable federal, state or local requirements governing the provision of care to dialysis patients; and (iii) all of the bylaws, policies, procedures, rules and regulations of Company, the Facilities and the Home Programs, as applicable. Such supervision shall include, but not be limited to, ensuring that the attending physicians and other members of the Medical Staff (i) order items and/or services for patients only when documented with accurate and reasonably detailed medical justifications for such items and/or services; (ii) participate in a timely manner in patient care plan meetings at the Facilities and the Home Programs, as applicable; (iii) complete in a timely manner patients' medical records, including patient care plans, at the Facilities and the Home Programs, as applicable; (iv) provide to Company staff in a timely manner copies of (x) patients' hospital

medical records, including hospital discharge summaries, and/or other records documenting patients' co-morbid conditions, and (y) patients' medical records from attending physicians' office visits, for inclusion in patients' medical records at the Facilities and the Home Programs, as applicable; (v) comply with the Comorbid Review and Reconciliation Policy and Procedure; and (vi) limit the use of local laboratories for specimen testing. In instances of non-compliance by the attending physicians or other members of the Medical Staff with these requirements, Medical Directors shall, in coordination with Company, take appropriate corrective action where necessary consistent with the Medical Staff Bylaws.

- f. Medical Directors of the Inpatient Services Programs shall, in coordination with Company, monitor on an on-going basis the compliance of physicians who order inpatient services with (i) the requirements of The Joint Commission governing the provision of care to inpatient dialysis and/or apheresis patients; (ii) any other applicable federal, state or local requirements governing the provision of care to inpatient dialysis and/or apheresis patients; and (iii) all of the bylaws, policies, procedures, rules and regulations of the Inpatient Services Programs and the applicable hospitals.
- g. Medical Directors shall cooperate and work collaboratively with Company, Company staff and each attending physician at the Facilities and the Home Programs to achieve the goals of the Facilities' and the Home Programs' Quality Program, as such program is described in Schedule C, attached hereto and incorporated herein by reference, and as such program may be updated from time to time; provided that such updated program, including but not limited to periodic updates to the individual goals that comprise the UltraScore, the calculation of the UltraScore and its components and any other FMCNA quality metrics or guidelines on quality outcomes, are provided to Medical Directors in writing.
- h. Medical Directors shall cooperate and work collaboratively with Company, Company staff and each attending physician at the Facilities and the Home Programs in pursuing Company's goal to control health care costs while continuing to provide quality care to its patients consistent with the requirements of the Facilities' and the Home Programs' third party payors, including those requirements under the Bundle. Such cooperation shall include, but not be limited to, ensuring that each attending physician at the Facilities and the Home Programs, consistent with the Medical Staff Bylaws, abides by the formularies approved by the FMCNA Medical Department, FMCNA's Pharmaceutical and Therapeutics Committee (the "P&T Committee"), FMCNA's Medical Advisory Boards and/or any other authorized FMCNA committee or, alternatively, utilizes the exceptions process set forth in such formularies. Additionally, Medical Directors shall, in cooperation with Company, monitor on an on-going basis each attending physician's compliance with such formularies, or the exceptions processes set forth therein, and, with Company, take appropriate corrective action where necessary consistent with the Medical Staff Bylaws.
- i. Such cooperation shall further include, but not be limited to, ensuring that each attending physician at the Facilities and the Home Programs, using his or her professional judgment, implements the algorithms developed and approved by the FMCNA Medical Department, FMCNA's P&T Committee, FMCNA's Medical Advisory Boards and/or any other authorized FMCNA committee (the "FMCNA Algorithms"), whenever he or she determines it to

be appropriate for the treatment of his or her patients. FMCNA Algorithms are a set of defined steps or processes that, once adopted by the attending physician, comprise that physician's order for an item or service. FMCNA Algorithms may include, but are not limited to, documents and processes referred to as guidelines, clinical pathways, standing orders, protocols and algorithms. Medical Directors shall, in cooperation with Company, ensure that if an attending physician chooses not to implement FMCNA Algorithms for a particular patient, such attending physician, consistent with the Medical Staff Bylaws, clearly and thoroughly documents in such patient's record the clinical justification for such decision. Medical Directors shall, in cooperation with Company, ensure that if an attending physician chooses not to implement such algorithms for the majority of his or her patients, such attending physician, consistent with the Medical Staff Bylaws, provides a written explanation to FMCNA's P&T Committee for such decision and cooperates with FMCNA's P&T Committee in the continuous improvement of the FMCNA Algorithms. Additionally, Medical Directors shall, in cooperation with Company, monitor on an on-going basis each attending physician's compliance with these requirements and, with Company, take appropriate corrective action where necessary consistent with the Medical Staff Bylaws.

- j. Such cooperation shall further include, but not be limited to, ensuring that each attending physician at the Facilities and the Home Programs orders items and services required by the third party payor to be provided, directly or under arrangements, by the Facility or the Home Program (such as laboratory tests for ESRD-related conditions or medications included in the Facility's or the Home Program's Bundle payment) only through the Facility or the Home Program (e.g., using FMCNA or its subsidiaries or an entity contracted with FMCNA or its subsidiaries) in conformance with Company's policies and procedures. Additionally, Medical Directors shall, in cooperation with Company, monitor on an on-going basis each attending physician's compliance with such policies and procedures, or the exceptions processes set forth therein, and, with Company, take appropriate corrective action where necessary consistent with the Medical Staff Bylaws.
- k. Medical Directors shall cooperate and work collaboratively with Company and Company staff in overseeing the receipt and storage of oral, non-narcotic medications for patients of the Facilities and the Home Programs from the applicable pharmacy and the delivery of such oral medications to such patients for self-administration outside the Facilities and the Home Programs. Such cooperation shall include, but not be limited to, reviewing and approving policies and procedures relating to the receipt, storage and delivery of such oral medications; reviewing on a periodic basis the Facilities' and the Home Programs' records and/or logs related to the receipt, storage and delivery of such oral medications; and taking such other actions, as members of the Governing Bodies of the Facilities and the Home Programs, to ensure the safety and security of the delivery of such oral medications to patients at the Facilities and the Home Programs. The parties agree that nothing in this Section 3.02.k shall require Medical Directors to be involved in issues related to reimbursement for such oral medications, including but not limited to, patients' payment of co-pays or deductibles for such oral medications.
- l. Medical Directors shall use best efforts to assist Company and shall actively participate in the development, implementation and monitoring of all plans of correction (or the equivalent) developed in response to any one or more deficiencies, citations, or other instances of

non-compliance identified through any survey, inspection or review conducted by a local, state or federal governmental agency or accreditation body including, but not limited to, Medicare, Medicaid or state licensing agencies. Additionally, Medical Directors shall respond promptly to communications and requests for information from the FMCNA Medical Office regarding federal and/or state survey deficiencies.

- m. Medical Directors shall devote best efforts, skill and sufficient time to carry out the requirements of this Agreement, including but not limited to being available all hours of operation of the Facilities, the Home Programs and the Inpatient Services Programs for visits to and consultation regarding the Facilities, the Home Programs and the Inpatient Services Programs, as applicable, and by being on-call and working such additional time at or away from the Facilities, the Home Programs or the Inpatient Services Programs, as applicable, as is necessary to fulfill Medical Directors' responsibilities under this Agreement.
- n. It is understood and agreed, however, that Consultant is an independent contractor and that Medical Directors are not employees of Company and that Medical Directors shall not be required to devote the entire working day to duties hereunder (with the exception of on-call responsibilities), but will continue the practice of medicine independently of Company which practice is a wholly separate professional activity of Consultant and Medical Directors.
- o. Consultant shall ensure that Medical Directors complete activity reports using the form attached hereto in Schedule D-1, and incorporated herein by reference, to document the provision of services hereunder at the Facilities and the Home Programs. Consultant shall ensure that Medical Directors submit such activity reports on a quarterly basis to Company. Additionally, Consultant shall ensure that Medical Directors complete activity reports using the form attached hereto in Schedule D-2, and incorporated herein by reference, to document the provision of services hereunder at the Inpatient Services Programs and, if applicable, the provision of other agreed-upon services. Consultant shall ensure that Medical Directors submit such activity reports on a quarterly basis to Company. Consultant shall ensure that Medical Directors represent and warrant that the information provided on the activity reports is truthful, accurate and complete to the best of their knowledge.

The term "ensure" as used in this Section 3 and in Schedule B of this Agreement and the requirement that a Medical Director perform the duties hereunder shall be construed to mean that the Medical Director shall perform the specified tasks directly himself or herself or, to the extent such tasks are delegable, that he or she may delegate such tasks to the appropriate qualified individuals of the Facility/Home Program(s), but that the ultimate responsibility for the performance of the tasks and all follow up remains with the Medical Director. If the Consultant reasonably believes that a Medical Director cannot fulfill his or her obligations under this Agreement because a Company employee is not performing a task properly delegated by the Medical Director to the Company employee in accordance with this Agreement, then Consultant shall have the right and obligation to bring the matter, in writing, to the attention of the Area Manager, Director of Operations or Regional Vice President and, if Consultant is not reasonably satisfied with resolution of the same, he or she shall further have the right and obligation to raise such concern in writing with the Governing Body, Group Vice President, Division President or Chief Medical Officer. By bringing the matter to the attention of any of the the persons specified

above and in the tiered approach outlined above, then Company shall recognize that Consultant and applicable Medical Director(s), while remaining responsible under the Conditions for Coverage for the performance of all services at the Facilities and the Home Programs that are required to be performed by a Medical Director, shall have fulfilled his or her contractual responsibilities under this Agreement with respect to that matter and that Consultant shall not be in breach of the Agreement; provided, however, that Consultant and the Medical Director continue to actively cooperate with the Company through to the equitable resolution of the issue.

## 3.03 Additional Obligations of Consultant

- 3.03.1 Neither Consultant, nor any Medical Director nor any Member Physician shall participate in, directly or indirectly, or permit others to conduct, any clinical research study ("Study") at a Facility, a Home Program or an Inpatient Services Program without first obtaining the prior express written approval of Company. If Company approves such Study, which approval shall be at Company's sole and absolute discretion, Consultant, Medical Directors and/or Member Physicians shall conduct such approved Study in accordance with all applicable federal, state and local laws and regulations, the Study protocol (which shall also be subject to Company's prior review and approval), applicable Company policies, and Good Clinical Practice (in accordance with the Guidance for Industry E6 Good Clinical Practice: Consolidated Guidance by the U.S. Department of Health and Human Services, Food and Drug Administration, April 1996 (ICH), as it may be amended or revised from time to time). Consultant, Medical Directors and Member Physicians acknowledge and agree that they shall comply with all Company policies and procedures in seeking Company approval of the Study and, if approval is granted, in conducting such Study. Consultant, Medical Directors and Member Physicians further acknowledge and agree that any Study conducted with respect to an Inpatient Services Program must also be approved by the applicable hospital and conducted consistent with such hospital's policies.
- 3.03.2 Consultant and Medical Directors shall cooperate and, in a timely manner, provide any and all information and make such disclosures with respect to the Facilities, the Home Programs and/or the Inpatient Services Programs and the services provided by Consultant and Medical Directors pursuant to this Agreement as Company may request: (a) in connection with administration of the Facilities, the Home Programs, and the Inpatient Services Programs, as applicable, and/or (b) in connection with implementation of this Agreement, and/or (c) for Company's use in submissions or disclosures to governmental agencies, specifically including but not limited to the completion of all necessary information to allow Company's submission of cost reports to CMS. Consultant and Medical Directors represent and warrant that all such information and/or disclosures shall be truthful and accurate to the best of their knowledge. In the event that Consultant or any Medical Director fails to provide in a timely manner all information and disclosures required under this Section 3.03.2, including but not limited to, completion of all necessary information to allow Company's submission of cost reports to CMS, Consultant hereby acknowledges and agrees that Company may retain the Fee due Consultant for services rendered hereunder until such time as Consultant and Medical Directors provide the necessary information or disclosures as required herein. Once Consultant and Medical Directors have provided such information or disclosures, Company shall pay Consultant the Fee under this Agreement retained pursuant to this paragraph, such payment to be made the month following

the month in which such information or disclosures were provided in conjunction with payment of Consultant's regular monthly installment of the Fee.

3.03.3 Consultant shall provide Company with an e-mail address, phone number and other relevant information for being able to contact each nephrologist designated as Medical Director of the Facilities, the Home Programs and the Inpatient Services Programs and shall ensure that each such nephrologist checks such e-mail on a regular and reasonably frequent basis. Consultant may provide this information to the applicable Regional Vice President. Such e-mail addresses and other contact information shall be updated by Consultant as necessary to ensure Company has a valid e-mail address at all times for each Medical Director.

## 3.04 Consultant's Representation Regarding Referral Source Relationships

Consultant hereby represents and warrants to Company that Schedule E hereto sets forth a complete and accurate list of the full names and, as applicable, the National Provider Identifiers ("NPI"), of all of (i) Consultant's physician owners, partners, members, shareholders or the equivalent, and the immediate family members thereof (i.e., husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-inlaw, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild) who are a source of patient referrals to Company or FMCNA, a purchaser of items or services from FMCNA that are reimbursable by a federal or state healthcare program, or a seller or lessor to Company or FMCNA of items, including real property, or services for which Company or FMCNA makes claims for reimbursement under any federal or state healthcare program; and (ii) physicians assigned by Consultant to provide Medical Director services pursuant to this Agreement, and the immediate family members thereof who are a source of patient referrals to Company or FMCNA, a purchaser of items or services from FMCNA that are reimbursable by a federal or state healthcare program, or a seller or lessor to Company or FMCNA of items, including real property, or services for which Company or FMCNA makes claims for reimbursement under any federal or state healthcare program. Consultant agrees to notify Company, in writing, of additions or deletions from Schedule E within thirty (30) days of such addition or deletion thereto.

## 4. OBLIGATIONS OF COMPANY

- 4.01 Except as specifically delegated by this Agreement to Consultant, Company shall retain all management and administrative prerogatives and responsibilities as owner of the Facilities, the Home Programs and the Inpatient Services Programs, as applicable. Without limiting the foregoing, Company agrees as follows:
- 4.01.1 For the time period that the Facilities and the Home Programs are in operation, to operate the Facilities and the Home Programs in compliance with the Conditions for Coverage and, to the extent applicable, with state laws regulating licensed medical facilities. Additionally, for the time period that the Inpatient Services Programs are in operation, to operate such Inpatient Services Programs in compliance with applicable laws.

- 4.01.2 To provide all necessary equipment, personnel, supplies and services (other than medical services) required for the operation of the Facilities, the Home Programs and the Inpatient Services Programs, as applicable, including a business manager or administrator.
- 4.01.3 To establish, modify and implement, policies and procedures concerning the administration of the Facilities, the Home Programs and the Inpatient Services Programs, as applicable, including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation.
- 4.01.4 To provide Consultant, Medical Directors and Member Physicians with the use of one office at each Facility provided solely for the purpose of assisting in the performance of the services described herein. Consultant, Medical Directors and Member Physicians agree they shall not use such office space for any other purpose including use by Consultant, Medical Directors, and Member Physicians for their private medical practice. Notwithstanding the foregoing, Consultant, a Medical Director or a Member Physician may enter into a sublease with Company, at Company's sole discretion, to use such space for purposes related to Consultant's, a Medical Director's or a Member Physician's private medical practice or for other lawful purposes; provided that such sublease is at fair market value, in compliance with applicable law and Company policies.
- 4.01.5 To provide Consultant, Medical Directors and Member Physicians with professional liability insurance or self-insurance purchased or maintained by Company in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$3 million in the aggregate, covering bodily injury and property damage claims (including the cost of defense) arising out of errors and omissions caused or alleged to be caused by Consultant, Medical Directors or Member Physicians within the scope of this Agreement, but not for errors or omissions caused or alleged to be caused by Consultant, Medical Directors or Member Physicians providing services as a treating physician. The insurance or self-insurance required to be maintained by Company hereunder shall be subject to and limited by the terms and conditions of insurance policies, primary, excess or otherwise, maintained by Company.
- 4.02 All of the foregoing responsibilities of Company shall be fulfilled with a view towards adopting policies and procedures designed to provide high quality, cost-efficient care to the patients at the Facilities, the Home Programs and the Inpatient Services Programs. Company may consult with Consultant when fulfilling such responsibilities.

## 5. COMPENSATION

The amount of compensation due Consultant during the term of this Agreement shall be determined as follows:

## 5.01 Medical Director Fee

- 5.01.1 For services hereunder during the term of the Agreement, Company shall pay Consultant, and Consultant shall accept as full and sufficient compensation therefor, an annual Medical Director Fee ("Fee") of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), prorated for partial years. Company shall pay the Fee in equal monthly installments, in arrears, on or before the last day of each month during the term of this Agreement. The Fee payable hereunder shall increase by two percent (2%) on each Anniversary of the Commencement Date. Consultant represents and warrants to Company that it does not and shall not compensate Medical Directors, Member Physicians based on the volume or value of referrals to the Facilities, the Home Programs and/or the Inpatient Services Programs.
- 5.01.2 If this Agreement applies to more than one Facility and is terminated with respect to one or more Facilities (each a "Terminated Facility" and, collectively, the "Terminated Facilities") or termination of a Home Program or an Inpatient Services Program but remains in full force and effect with respect to the remaining Facilities or Home Programs or Inpatient Services Programs, then the parties shall promptly and in good faith negotiate a new, adjusted Fee ("Adjusted Fee"), to be effective as of the date of termination of this Agreement with respect to the Terminated Facilities ("Facility Termination Date") or the termination date of the Home Program or the Inpatient Services Program. The Adjusted Fee is to reflect fair market value for the services rendered hereunder with respect to the remaining Facilities Home Programs/Inpatient Services Programs in light of the expected decrease in work load due to removal of the Terminated Facilities Home Programs/Inpatient Services Programs from the Agreement and/or an increase in workload, if any, at the remaining Facilities Home Programs/Inpatient Services Programs. The Adjusted Fee shall be considered the Fee for purposes of this Agreement as of the Facility Termination Date and thereafter or the termination date of the Home Program or the Inpatient Services Program.
- 5.01.3 If the parties are unable to reach agreement as to the Adjusted Fee as described in Section 5.01.2 above on or before (a) the Facility Termination Date or the termination date of the Home Program or the Inpatient Services Program or (b) sixty (60) days after commencement of negotiations between the parties regarding the Adjusted Fee, whichever is later, then Company may either: (i) terminate this Agreement upon written notice to Consultant, which notice shall specify the effective date of termination of this Agreement or (ii) unilaterally reset the Adjusted Fee in Company's sole reasonable judgment consistent with fair market value.
- 5.01.4 The parties acknowledge and agree that the Fee payable hereunder shall be in consideration for all services to be provided hereunder and all covenants herein including, but not limited to, the restrictive covenants set forth in Section 6.
- 5.01.5 Consultant agrees that Company may set-off from the Fee payable hereunder any overdue amounts owed to Company by Consultant, Medical Directors or Member Physicians under any sublease or other agreement, arrangement or understanding ("Subleasing Arrangement"), related to the use by Consultant, Medical Directors or Member Physicians of any space at a Facility or the supplies, equipment and/or time/services of any personnel of the Facilities, the Home Programs or the Inpatient Services Programs, or any other item or service furnished by the Facilities, the Home Programs or the Inpatient Services Programs (collectively, "Facility Resources") for Consultant's, a Medical Director's or a Member Physician's private

medical practice or any other purpose not expressly set forth herein. If no Subleasing Arrangement exists, then Consultant agrees that Company may set-off from the Fee payable hereunder the fair market value of Facility Resources used by Consultant, a Medical Director or a Member Physician for its/his/her medical practice or any other purpose not expressly set forth herein. Company shall only set-off the aforesaid amounts if: (a) Consultant receives at least fifteen (15) days prior written notice of the amount due and the basis thereof, and (b) Company has not received payment of such amount due during the above specified fifteen (15) day period.

## 5.02 Tax Treatment

The parties agree that the payments under this Agreement are payments for services rendered to Company by Consultant. Consultant is an independent contractor and will be responsible for the payment of all local, state and federal income, self-employment and so-called payroll taxes on the fees paid to Consultant by Company.

## 5.03 Method of Payment

Consultant agrees that it shall not be entitled to payment hereunder until such time as it completes and submits to Company the W-9 form attached hereto as Schedule F and incorporated herein by reference. Upon receipt of the W-9 form, and in accordance with the terms set forth in this Section 5, Company shall pay the Fee by wire transfer pursuant to the instructions of Schedule G, attached hereto and incorporated herein by reference.

## 6. COVENANTS PROTECTING BUSINESS INTERESTS OF COMPANY

### 6.01 Definitions

- 6.01.1 Affiliate shall mean FMCNA or a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Company or FMCNA.
- 6.01.2 Business shall mean the provision of, and/or the purchase, sale, establishment, development, management or operation of any facility, program, entity or business which engages in the provision of, any of the following:
- a. outpatient dialysis treatments or services utilized in connection with any outpatient dialysis treatments (including, but not limited to, in-center, home, nocturnal, staff assisted, and self-care dialysis treatments, training and support and related services);
- b. in-hospital dialysis treatments and services utilized in connection with any dialysis treatments provided in a hospital;
  - c. renal-related equipment and supplies;
  - d. renal-related laboratory services;

- e. renal-related pharmacy services, including without limitation the provision of erythropoiesis stimulating agents, iron derivatives, Vitamin D analogues and other pharmaceuticals routinely provided by Company to ESRD patients;
  - f. apheresis services;
  - g. vascular access and peritoneal catheter related services;
- h. any other items, services or treatments for persons diagnosed as having end stage renal disease or chronic kidney disease and/or chronic renal insufficiency (e.g., pre-ESRD patients) or for persons receiving dialysis services in a hospital or receiving services through any renal disease management programs; or
- i. any other items, services or treatments developed or provided by Company or its Affiliates.
- 6.01.3 Confidential Information shall mean (i) this Agreement and its terms and conditions, and (ii) any information and/or trade secret of Company or its Affiliates related to the Business, or of any entity with which Company or its Affiliates contracts to provide or receive items or services related to the Business, including, but not limited to, any formula, pattern, compilation, program, product, device, method, system, technique, process, financial information, business strategy, or costing data, patient list, payor list, manual, policy or procedure, form, contractual arrangement, idea, creation, development, improvement or design; provided, however, that Confidential Information shall not include: (a) any information which is known to the public (i.e., persons with no past or present affiliation to Company) or (b) any information disclosed to Consultant or Member Physicians by a third party who is not bound by any confidentiality obligations with respect to such information. Examples of such Confidential Information include, but are not limited to: patient statistical profiles generated by Company or its Affiliates; pricing techniques, programs and strategies; staffing patterns; planning and construction techniques for start-up dialysis centers; manuals, policies, and procedures developed for use by patients and/or staff of a Facility, a Home Program and/or an Inpatient Services Program: and inventory control systems including the reordering of supplies and analysis of their use.
- 6.01.4 Financial Benefit shall, subject to the terms and conditions of this Agreement, include, but not be limited to, medical directorship fees, referral fees, consulting fees, dividends, lease payments, management fees or any other remuneration from any dialysis facility, home dialysis program or inpatient dialysis program or entity or operation engaged in the Business.
- 6.01.5 Member Physician each physician who, as of the date of this Agreement or at any time during the Restricted Period,
  - a. is employed by or affiliated with Consultant, or
  - b. is a partner or shareholder of Consultant or holds a similar position, or

- c. provides services on behalf of Consultant, including but not limited to, any physician designated "Medical Director" pursuant to Section 3.01.
- 6.01.6 Restricted Period shall mean the term of this Agreement (which shall include any extension of such term through course of conduct or otherwise). The parties agree that in the event of a violation by Consultant or a Member Physician of the covenants contained in this Section 6, the Restricted Period shall be extended automatically for an additional period equal to the period from the date on which such violation commenced (a) until the date on which Consultant or Member Physician ceases such violation; or (b) through and including the date of the final determination of a court that Consultant or Member Physician did violate such restrictions. Such extension of the term of the Restricted Period shall be in addition to, and not in lieu of, any other remedies available to Company.
- 6.01.7 Restricted Territory shall mean the geographic area as depicted on the maps attached hereto as Schedule H.

## 6.02 Permitted Activities

Notwithstanding anything to the contrary in this Section 6, the parties acknowledge and agree that this Section 6: (a) shall not limit Consultant, Medical Directors or Member Physicians from engaging in the practice of medicine and charging fees for administering such professional medical services to patients, (b) shall not require Consultant, Medical Directors or Member Physicians to admit individuals to, or refer any other business to, any Facility, Home Program, Inpatient Services Program, Company or its Affiliates, (c) shall not require Consultant, Medical Directors or Member Physicians to prescribe, utilize or purchase any items or services from any Facility, Home Program, Inpatient Services Program, Company or its Affiliates, and (d) shall not restrict Consultant, Medical Directors or Member Physicians from admitting individuals to any other dialysis facility, home dialysis program, hospital or entity.

## 6.03 Covenant Not to Compete

- 6.03.1 Subject to 6.02 above, in consideration of the compensation payable hereunder and in recognition of Company's proprietary interest in its Business, Consultant and Member Physicians covenant and agree that they shall not, during the Restricted Period, directly or indirectly, alone or in association with any firm, person, or entity:
- a. engage as a principal, agent, independent contractor, consultant, manager, partner, joint venturer, proprietor, landlord, shareholder, director, officer or employee of; or
- b. participate in the ownership, management, medical directorship, operation or control of; or
  - c. act as a consultant or advisor to; or
  - d. hold any direct or indirect ownership or other interest in; or

- e. render services other than as a treating physician for; or
- f. otherwise assist or obtain any Financial Benefit from

any operation, person, firm, entity or enterprise, other than with Company or any of its Affiliates, that engages or proposes to engage, in the Business anywhere in the Restricted Territory. For the avoidance of doubt, nothing in this Agreement between the parties and/or their Affiliates, nor in the medical director agreement between Company and Consultant dated October 12, 2012 pursuant to which Consultant provides medical director services to Company's dialysis facility located at Olympia, Washington 98516, shall be deemed to prohibit the participation in the foregoing manners by Consultant and Member Physicians in the dialysis facility located at 335 Cooper Point Road, Olympia WA 98502.

6.03.2 Consultant and Member Physicians hereby represent, covenant and agree that they do not, and following the Commencement Date of this Agreement shall not, employ, contract, retain, engage, partner or joint venture with any person or entity which receives a Financial Benefit from any person or entity which engages in the Business anywhere in the Restricted Territory, and that no such person or entity holds, or during the Restricted Period shall hold, a direct or indirect ownership interest in Consultant.

## 6.04 Covenant Not to Disclose Confidential Information

Consultant and Member Physicians acknowledge that in the course of performing the duties contemplated by this Agreement, Consultant and Member Physicians will become privy to and/or have access to current and future Confidential Information of Company and its Affiliates. Throughout the term of this Agreement and at any time thereafter, Consultant and each Member Physician shall not, nor shall their respective employees and agents, use or disclose to any person, firm, corporation or entity any Confidential Information of Company or its Affiliates without the prior written consent of Company, except as may be required by law, lawful subpoena, court order or legal process. If Consultant or Member Physicians are so required to disclose any Confidential Information of Company or its Affiliates, Consultant and/or Member Physicians, as applicable, shall provide sufficient notice thereof to Company to enable Company to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure.

## 6.05 Improvements to Company's Services and Products

Consultant and Member Physicians represent, covenant and agree that they hereby assign to Company or its designated Affiliate all rights, title and interest to any improvements or inventions related to Company's procedures, documents, products or services that it/he/she authors, discovers, designs, or perfects in the course of their work under this Agreement and hereby agree to execute such other documentation as Company or its designated Affiliate may reasonably require to confirm such assignment.

## 6.06 Covenant Not to Solicit Employees

Consultant and Member Physicians agree that Company and its Affiliates have invested and will continue to invest substantial time and effort in assembling and training its personnel. In addition, as a result of employment by Company and its Affiliates, Company's personnel gain knowledge of the Business (e.g., business affairs, marketing, patients and methods of operation) of Company and its Affiliates which Consultant and Member Physicians agree represents Confidential Information of Company and its Affiliates. Accordingly, throughout the Restricted Period, Consultant and Member Physicians agree not to induce or solicit, directly or indirectly, by or for themselves, as agent of another, or through others as their agent, any individual who is at such time an employee or consultant of Company or its Affiliates to leave employment or any contractual relationship with Company or its Affiliates, as applicable.

## 6.07 Joinder Requirement for New Member Physicians

Except as explicitly set forth with respect to a Temporary Medical Director as described in Section 3.01.9, Consultant agrees that it shall cause each Member Physician upon the execution of this Agreement or on the date that such physician becomes employed or affiliated with Consultant, whichever is later, to promptly execute this Agreement as a Member Physician or to promptly execute a Joinder Agreement. Notwithstanding the foregoing restriction, Consultant shall not be precluded from engaging the services of a locum tenens physician or other similar physician on a periodic and infrequent basis so long as such physician does not provide services for or on behalf of Consultant under this Agreement. The parties hereby acknowledge Company does not in any way encourage or support Consultant placing limitations or restrictions (in employment agreements or otherwise) on where Consultant's employed or affiliated physicians may refer patients or other business.

### 6.08 Former Member Physicians

Any Member Physician who ceases to be a Member Physician as defined hereunder (e.g., by leaving the employ of, or no longer being affiliated with, Consultant) during the Restricted Period shall be deemed a "Former Member Physician." Each Member Physician agrees that, in the event that he or she becomes a Former Member Physician, the provisions of Section 6 shall still apply to such physician as if he or she was still a Member Physician. Notwithstanding the foregoing, the parties agree that, in the event that a Member Physician becomes a Former Member Physician, Sections 6.03 and 6.06 of the Agreement shall only apply to such physician until the earlier of (a) expiration of the Restricted Period under the Agreement, or (b) two (2) years after the date on which such physician becomes a Former Member Physician. Company and each Member Physician agree that if such physician violates the covenants contained in this Section 6 while he or she is a Former Member Physician, the Restricted Period shall be extended automatically for an additional period equal to the period from the date on which such violation commenced (a) until the date on which the Former Member Physician ceases such violation, or (b) through and including the date of the final determination of a court that Former Member Physician did violate such restrictions. Such extension of the term of the Restricted Period shall be in addition to, and not in lieu of, any other remedies available to Company.

## 6.09 Remedies; Survival

- 6.09.1 Consultant and Member Physicians have carefully considered the nature and extent of the restrictions placed upon them and the rights and remedies conferred upon Company and its Affiliates under this Agreement, and Consultant and Member Physicians hereby acknowledge and agree that such restrictions, rights and remedies are reasonable with respect to time, scope and territory, are designed to eliminate competition which otherwise would be unfair to Company and its Affiliates, would not prevent Consultant or Member Physicians from practicing medicine or nephrology in the community where they currently practice, are fully required to protect the legitimate interests of Company, and do not confer a benefit upon Company and its Affiliates disproportionate to the detriment to Consultant or Member Physicians.
- 6.09.2 Consultant and Member Physicians acknowledge and agree that the restrictive covenants as described in this Section 6 (collectively, "Restrictive Covenants") are reasonable and necessary for the protection of the business interests of Company and its Affiliates, that irreparable injury will result to Company and its Affiliates if Consultant or Member Physicians breach any of the terms of said Restrictive Covenants, and that in the event of Consultant's or Member Physicians' actual or threatened breach of any such Restrictive Covenant, Company and its Affiliates will have no adequate remedy at law. Consultant and Member Physicians accordingly agree that in the event of any actual or threatened breach by them of any of the Restrictive Covenants, Company and its Affiliates, as appropriate, shall be entitled to injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, including without limitation, immediate temporary injunctive relief. Nothing contained herein shall be construed as prohibiting Company and its Affiliates from pursuing other remedies available to it for such breach or threatened breach, including, but not limited to, the recovery of any damages which it is able to prove.
- 6.09.3 In the event a court of competent jurisdiction determines that any portion of the foregoing Restrictive Covenants are unreasonable, then restrictions contained in the Restrictive Covenants shall be reduced and any other modifications shall be made by the court to the extent necessary for this Section 6 to be enforced by the court.
- 6.09.4 The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

## 7. TERMINATION

- 7.01 The Agreement shall terminate: (1) at the expiration of the period provided in Section 2; (2) upon Company's becoming insolvent, upon a petition in bankruptcy being filed designating Company as bankrupt or upon Company's being adjudged a bankrupt; or (3) upon mutual agreement between Consultant and Company.
- 7.02 Company, at its option, may terminate this Agreement for any of the reasons set forth below (an "Event of Default"), such termination to be effective upon written notice to Consultant or such later date as Company may specify in such notice:

- 7.02.1 A material breach of this Agreement by Consultant or any Member Physician which shall not be cured by Consultant within thirty (30) days of receipt of notice from Company describing such breach.
- 7.02.2 Indictment for any felony or any violation of a federal or state health care law by Consultant, any Medical Director or any Member Physician.
- 7.02.3 Exclusion or suspension of Consultant, any Medical Director or any Member Physician from participating in federal health care programs, including but not limited to Medicare or Medicaid.
- 7.02.4 If Consultant fails to immediately remove a Medical Director providing services hereunder in the event:
  - a. the Medical Director fails to meet any of the requirements in Section 3; or
- b. of misconduct of either a personal or professional nature of the Medical Director which, in Company's reasonable opinion: (a) interferes with the Medical Director's ability to fulfill the obligations hereunder; (b) interferes with the normal conduct of the operations of a Facility, a Home Program and/or an Inpatient Services Program, as applicable, in accordance with the policies and procedures of such Facility, Home Program or Inpatient Services Program; or (c) endangers patient care; or
- c. a material physical disability of a permanent nature of Medical Director occurs and renders the Medical Director, in the reasonable opinion of Company, unable to satisfactorily perform duties as contemplated herein. Consultant shall notify Company at the onset of any material physical disability of the Medical Director; or
- d. Consultant fails to cause Medical Director to cease performing duties required under this Agreement upon ten (10) days' written notice by Company to Consultant that Company is not satisfied with Medical Director's performance.
- 7.02.5 In the event that a nephrologist ceases to serve as Medical Director of a Facility, a Home Program or an Inpatient Services Program, as applicable, on whatever basis, and Consultant fails within a reasonable time (as determined in Company's sole discretion) to find a nephrologist reasonably satisfactory to Company to serve as the new Medical Director for such Facility, Home Program or Inpatient Services Program. Payment of the Fee (prorated for partial months) shall be discontinued as of the date the Medical Director last provided services.
- 7.03 Upon the occurrence of an Event of Default, Company shall be entitled to pursue such legal or equitable remedies as may be available to it to collect, inter alia, its actual and consequential damages suffered as a result thereof.
- 7.04 Company may terminate this Agreement upon thirty (30) days prior written notice to Consultant in the event it decides to sell a Facility, Home Program and/or an Inpatient Services Program. If this Agreement applies to more than one Facility or Home Program, then

termination under this Section 7.04 shall operate only to terminate this Agreement with respect to the Facility, Home Program and/or Inpatient Services Program that is sold and the Agreement shall continue in full force and effect with respect to the remaining Facilities, Home Programs and/or Inpatient Services Programs. In such an instance, the Fee shall be adjusted as described in the pertinent provisions of Section 5.01.

## 7.05 Closure of a Facility

- 7.05.1 Company may terminate this Agreement upon thirty (30) days prior written notice to Consultant in the event that Company in its sole discretion decides it will close a Facility. The parties acknowledge and agree that Company shall use its independent business judgment when determining whether to close a Facility. Such independent judgment may be based upon various factors including, but not be limited to, the following operational considerations:
- a. Ability of the Facility to cover reasonable expenses and maintain a reasonable profit; or
- b. Concentration of other dialysis facilities in the area and prevalence of viable substitutes for in-center dialysis services in the area; or
- c. Total population of patients with ESRD in the geographic area and anticipated growth in the demographics of such population.
- 7.05.2 Notwithstanding any provision herein to the contrary, a decision by Company to terminate this Agreement pursuant to this Section 7.05 will not be determined in a manner that will take into account the volume or value of any referrals or other business generated between the parties.
- 7.05.3 If this Agreement applies to more than one Facility, then termination under this Section 7.05 shall operate only to terminate this Agreement with respect to the Facility that has closed, and the Agreement shall continue in full force and effect with respect to the remaining Facilities. In such an instance, the Fee shall be adjusted as described in the pertinent provisions of Section 5.01.

## 7.06 Closure of a Home Program and/or an Inpatient Services Program

- 7.06.1 Company may terminate this Agreement with respect to a Home Program and/or an Inpatient Services Program, as applicable, upon thirty (30) days prior written notice to Consultant in the event that Company in its sole discretion decides it will close a Home Program and/or an Inpatient Services Program, as applicable. The parties acknowledge and agree that Company shall use its independent business judgment when determining whether to close a Home Program and/or an Inpatient Services Program. Such independent judgment may be based upon various factors including, but not be limited to, the following operational considerations:
- a. Ability of the Home Program and/or the Inpatient Services Program, as applicable, to cover reasonable expenses and maintain a reasonable profit; or

- b. Concentration of other home dialysis programs or inpatient dialysis services programs, as applicable, in the area; or
- c. With respect to an Inpatient Services Program, Company's no longer holding the contract to provide inpatient services at a hospital or other medical facility; or
- d. Total population of patients with ESRD in the geographic area and anticipated growth in the demographics of such population.
- 7.06.2 Notwithstanding any provision herein to the contrary, a decision by Company to terminate this Agreement with respect to a Home Program and/or an Inpatient Services Program pursuant to this Section 7.06 will not be determined in a manner that will take into account the volume or value of any referrals or other business generated between the parties.
- 7.06.3 If this Agreement applies to more than one Home Program or Inpatient Services Program, as applicable, then termination under this Section 7.06 shall operate only to terminate this Agreement with respect to the Home Program or Inpatient Services Program that has closed, and the Agreement shall continue in full force and effect with respect to the remaining Home Programs or Inpatient Services Programs. In such an instance, the Fee shall be adjusted as described in the pertinent provisions of Section 5.01.

## 7.07 Termination by Consultant

- 7.07.1 Consultant may terminate this Agreement: (1) in the event of a material breach of this Agreement by Company which is not cured by Company within thirty (30) days of receipt of notice from Consultant describing such breach, (2) upon conviction of a felony by Company, or (3) upon exclusion or suspension of Company from participating in federal health care programs, including but not limited to Medicare or Medicaid.
- 7.07.2 Company shall only compensate Consultant for services rendered through the date of termination.

## 8. EXCLUSIVE USE OF FACILITY RESOURCES

Consultant and Member Physicians acknowledge that the space at the Facilities and the Home Programs, and the supplies, equipment and time/services of the employees of the Facilities, the Home Programs and/or the Inpatient Services Programs shall be utilized by Consultant, Medical Directors and Member Physicians exclusively (a) for the provision of dialysis services to patients of such Facility, Home Program or Inpatient Services Program, as applicable, and (b) for the provision of services hereunder. No portion of any space at any Facility or Home Program, nor the supplies, the equipment or the time/services of any employee of a Facility, a Home Program or an Inpatient Services Program, shall at any time be utilized by Consultant, Medical Directors or Member Physicians for their private medical practice or for any other purpose not expressly set forth in this Agreement. Notwithstanding the foregoing, Consultant, Medical Directors or Member Physicians may enter into an agreement with

Company (at fair market value and in accordance with all applicable law) to use Company space, equipment or personnel for purposes related to Consultant's, Medical Directors' or Member Physicians' private medical practice or for other lawful purposes.

## 9. ASSIGNABILITY

Consultant and Member Physicians shall not assign or subcontract this Agreement or assign or subcontract any of their rights hereunder without Company's prior written consent, which may be withheld in Company's sole discretion. Company may assign this Agreement to any of Company's Affiliates without the consent of any of the other parties hereto. Company shall not assign this Agreement or assign any of its rights hereunder to any person or entity, other than an Affiliate, without Consultant's prior written consent, which shall not be unreasonably withheld. This Agreement shall be enforceable by or against any permitted assigns hereunder. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

## 10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to its subject matter and as of the date this Agreement is fully executed, supersedes all previous and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, between the parties with respect to the subject matter hereof.

## 11. WAIVER OF BREACH

The failure of the parties to insist on strict performance of the provisions of this Agreement shall not be construed as a waiver of such provision or of any other default of the same or similar nature. No waiver, modification or change of any of its provisions shall be valid unless in writing and signed by the parties against whom such claimed waiver, modification or change is sought to be enforced. One party's waiver of any default by the other party of any provision of this Agreement is not a waiver of any other default and shall not affect the right of that party to require performance of the defaulted provision at any future time.

## 12. SEVERABILITY; HEADINGS

If any term or provision of this Agreement or application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of sections in this Agreement are for convenience only and shall not affect or limit the interpretation of its provisions.

## 13. LEGAL COMPLIANCE

13.01 This Agreement shall be construed in a manner consistent with any and all applicable federal and state laws, including, without limitation, Medicare, Medicaid, the Health

Insurance Portability and Accountability Act of 1996 and other Federal and State statutes and regulations and the principles and interpretations related thereto. The parties intend to comply with the provisions of 42 U.S.C. 1395nn(a)(1) and 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time. The parties intend that this Agreement meet the requirements of (i) the Personal Services and Management contract Safe Harbor to the Medicare and Medicaid Anti-Kickback statute as set forth in 42 C.F.R. Part 1001.952(d); and (ii) the Personal Services Arrangement exception to the Physician Ownership and Referral legislation as set forth in 42 U.S.C. 1395nn(e)(3) and the corresponding regulations, if any.

13.02 The parties represent that as of the date this Agreement is executed the Fee negotiated and agreed upon is fair market value for services rendered based upon arm's length bargaining and is consistent with the value of similar services. Furthermore, the parties represent that the Fee is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to a Facility, a Home Program or an Inpatient Services Program or between the parties for which payment may be made in whole or in part under Medicare or any other federal health care program.

## 14. LIMITED RENEGOTIATION

- 14.01 Notwithstanding anything to the contrary in this Agreement, (a) in the event that the performance of either party of any term, covenant, condition or provision of this Agreement should jeopardize the licensure or certification of either party or (b) if there is a future change in Medicare, Medicaid, or other Federal or State statutes or regulations or written governmental interpretations thereof ("New Law") which renders any of the material terms of this Agreement unlawful or unenforceable, then (i) the unaffected provisions of this Agreement shall continue in full force and effect and (ii) either party, upon written notice to the other party ("Renegotiation Notice"), shall have the right to immediately initiate good faith renegotiation of the affected terms of this Agreement in order to restore, if possible, the intent and purpose of the affected provisions in the Agreement and to modify the Agreement as necessary so that such Agreement does not jeopardize the licensure or certification of either party, is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations.
- 14.02 If the parties are unable in good faith to come to a mutually satisfactory resolution regarding the affected terms of the Agreement and have failed to amend the Agreement (or enter into a new Agreement) within 90 days from date the Renegotiation Notice was received, then, unless the parties mutually agree otherwise in writing, the parties shall utilize binding arbitration in accordance with this Section to modify the Agreement as necessary so that such Agreement does not jeopardize the licensure or certification of either party, is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations.
- 14.03 The above referenced arbitration shall be triggered by one party providing the other party written notice of the arbitration required under this Section. Upon the other party's receipt of such written notice, both parties shall promptly appoint an arbitrator of choice from a list of arbitrators recognized by the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Services. In accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect, such appointed arbitrators will appoint a third arbitrator from

the list and they shall hear the parties and make the determination as to necessary modifications to the Agreement so that the Agreement does not jeopardize the licensure or certification of either party and is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations. If AHLA or the AHLA Alternative Dispute Resolution Service is no longer in effect, then such arbitrators shall be chosen from a list provided by the American Arbitration Association in the same manner as set forth above and such arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The parties shall irrevocably grant the arbitrators the authority to determine the modifications necessary to the Agreement so that such Agreement does not jeopardize the licensure or certification of either party and is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations. Arbitration shall be binding for settlement of the modifications necessary to the Agreement as stated in the foregoing sentence. The parties agree to immediately execute any amendment, addendum or new agreement as is necessary to memorialize such modifications to the Agreement. The parties shall share the costs of such arbitrators equally between them. Each party shall bear its own expenses of preparation for arbitration.

## 15. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

## 16. BOOKS AND RECORDS OF CONSULTANT

If required by regulations now or hereafter issued by CMS pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(l)(I) of the Social Security Act), as amended, and the regulations promulgated thereunder, the books and records of Consultant necessary to certify the nature and extent of costs associated with Consultant's performance of services under this contract shall be maintained and preserved by Consultant for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Consultant uses the services of a related organization to provide services hereunder, Consultant will require such related organization to maintain, preserve and make available its books and records to the same extent that Consultant is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

## 17. NOTICES

All notices pursuant to this Agreement shall be in writing and shall be deemed duly given and properly served: (a) delivered personally (with written confirmation of receipt), (b) when received by the addressee if sent by registered or certified mail, postage prepaid, return receipt requested, or (c) received by the addressee if sent by a recognized express delivery service, in each case, to the parties at the addresses as set forth below or at such other addresses as may be furnished to the other parties in writing:

#### Notice to Company:

Renal Care Group Northwest, Inc. c/o Fresenius Medical Care North America 920 Winter Street Waltham, Massachusetts 02451-1457 Attention: Law Department

Notice to Consultant: PERSONAL & CONFIDENTIAL

RVS LLC 3525 Ensign Rd. Suite K Olympia, WA 88506 Attn: Seth Thaler, M.D.

#### 18. COMPLIANCE TRAINING AND CODE OF CONDUCT

18.01 Pursuant to Company's compliance program and this Agreement, each Medical Director providing services hereunder shall be required to devote at least (i) two (2) hours to initial compliance and privacy training (if not already completed prior to the execution of this Agreement), which initial training shall occur no later than thirty (30) days after the Effective Date of this Agreement and (ii) one (1) hour to supplemental compliance training during each year of the term of this Agreement. The initial and annual supplemental compliance training shall, as required by Company, include, but not be limited to, one or more of the following: a review of written compliance materials, a viewing of a compliance video recording and participation in a conference call to discuss compliance issues.

18.02 In the event any Medical Director providing services hereunder fails to complete the compliance training as required in this Section, Consultant hereby acknowledges and agrees that Company may retain the Fee due Consultant for services rendered hereunder until such time as every Medical Director providing services hereunder completes the required training. Once every Medical Director has completed the required training, Company shall pay Consultant the Fee due under this Agreement retained pursuant to this paragraph, such payment to be made the month following the month in which the last training was completed in conjunction with payment of Consultant's regular monthly installment of the Fee.

18.03 Consultant and each Member Physician acknowledge having received a copy of the Code of Conduct and understand that the Code of Conduct, and any revisions to it, is applicable to the position of Medical Director of the Facilities, the Home Programs and the Inpatient Services Programs and the provision of services hereunder. Consultant and each Member Physician hereby agree to complete promptly any reasonable certification regarding the Code of Conduct as reasonably requested by Company or FMCNA.

## 19. THIRD PARTY BENEFICIARY

Company's present and future parent corporations, including but not limited to National Medical Care, Inc. and Fresenius Medical Care Holdings, Inc., are intended third party beneficiaries of this Agreement and shall independently have the right to enforce each of the provisions of this Agreement, including, but not limited to, the restrictive covenants contained in Section 6.

#### 20. INDEMNIFICATION

20.01 Company shall be free from all liability and claims for damages by reason of any injury to any persons, including without limitation, Member Physicians and their agents and employees, and any property of any kind whatsoever, and to whomsoever belonging, from any causes whatsoever arising out of or through the gross negligence or other misconduct of Consultant or Member Physicians, or their agents or employees. Consultant hereby covenants and agrees to indemnify, defend and hold harmless Company and its Affiliates from any and all liability, claims, damages, losses, costs, obligations and expenses (including but not limited to reasonable attorneys' fees) which it may incur as a result of either the negligence or willful misconduct of Consultant and/or Member Physicians, or the agents or employees of either, or the breach by Consultant or Member Physicians of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

20.02 Consultant shall be free from all liability and claims for damages by reason of any injury to any persons, including without limitation, Company and its Affiliates and employees, and any property of any kind whatsoever, and to whomsoever belonging, from any causes whatsoever arising out of or through the gross negligence or other misconduct of Company, or its Affiliates or employees. Company hereby covenants and agrees to indemnify, defend and hold harmless Consultant and Member Physicians from any and all liability, claims, damages, losses, costs, obligations and expenses (including but not limited to reasonable attorneys' fees) which it may incur as a result of either the negligence or willful misconduct of Company, or its Affiliates or employees, or the breach by Company of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

#### 21. NO CONFLICTS

Consultant hereby represents and warrants to Company that (a) Consultant and Member Physicians are under no obligation or commitment, contractual or otherwise, that would prohibit or prevent them from entering into this Agreement, and (b) each is free to enter into and perform under this Agreement.

#### 22. JOINT EFFORT

The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

#### 23. ATTACHMENTS; PRIORITY OF DOCUMENTS

All attachments (including but not limited to Schedules) to this Agreement are incorporated herein by reference and made a part of this Agreement. Notwithstanding the foregoing, to the extent that any provision of any attachment hereto conflicts or is contrary to this Agreement, then the provisions in this Agreement shall govern.

#### 24. AUTHORIZED SIGNATURE

This Agreement shall not be deemed accepted by Company unless and until an authorized officer of Company has signed this Agreement. No other act or writing by an agent, officer or manager of Company shall cause this Agreement to be a valid, effective or binding contract on Company.

#### 25. FORCE MAJEURE

Neither party shall be liable nor deemed in default for any delay or failure to perform any of its duties or obligations under this Agreement resulting directly or indirectly from any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control. Notwithstanding the foregoing, each party shall, at all times, use commercially reasonable efforts to perform its duties and obligations under this Agreement.

#### 26. COUNTERPARTS: FACSIMILE EXECUTION

This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. Such executions may be transmitted to the parties by facsimile, or in graphical-image form by email or other electronic transmission (collectively, "facsimile evidenced signature") and are to be deemed for all purposes to have been executed and delivered by that party to the other party. All such facsimile evidenced signatures shall have the full force and effect of an original signature. All fully executed counterparts, whether original or facsimile evidenced signatures or a combination of both, shall be construed together and shall constitute one and the same agreement.

#### 27. EFFECTIVE DATE

Unless otherwise indicated herein, this Agreement is effective as of the later of the dates indicated by the parties below (the "Effective Date").

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates written below.

Clinic 4572

RENAL CARE GROUP NORTHWEST, INC. RVS, PLLC Assistant Treasurer August 28,2015 Date: NPI Number 160 Federal Tax 91-2110315 ID Number: MEMBER PHYSICIANS Julia Anuras, M.D., Individually NPI Number 1578536496 Chris Brutner, M.D., Individually NPI Number \_\_ Lana Bur, M.D., Individually NPI Number Seth TMaler, M.D., Individually NPI Number 1609859602

Signatura Page=1

Vo Nguyen, M.D. Individually NPI Number <u>1558344382</u> IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates written below.

RENAL CARE GROUP NORTHWEST, INC. RVS, PLLC Name: Title: Date: August 28, 2015 Date: NPI Number 1609 Federal Tax D Number: 91-2110315 MEMBER PHYSICIANS Julia Anuras, M.D., Individually NPI Number 1578536496 Chris Brutner, M.D., Individually NPI Number Lana Bur, M.D., Individually NPI Number 化处学多多 Seth Thater, M.D., Individually NPI Number 1609859602 Vo Nguyen, M.D., Individually NPI Number \_/5.58.344.382

# $\underline{\textbf{SCHEDULE}\; \textbf{A}}$

# MEDICAL DIRECTOR DESIGNATIONS

Facility	Medical Director		
Shelton Lacey Gray's Harbor Chehalis	Lana Bur, M.D. Christopher Burtner, M.D. Vo Nguyen, M.D. Lana Bur, M.D.		
Home Program	Medical Director		
Olympia Home Gray's Harbor Home	Julia Anuras, M.D. Julia Anuras, M.D.		
Inpatient Services Program	Medical Director		
Providence St. Peters Hospital	Seth Thaler, M.D.		

#### SCHEDULE B

## FRESENIUS MEDICAL SERVICES MEDICAL DIRECTOR DUTIES AND RESPONSIBILITIES

The Medical Director is directly responsible for the creation, preservation and continuous improvement of high quality professional care of patients at a Facility. A Facility refers to all of the outpatient dialysis services provided by or administered out of an outpatient dialysis facility (including, for example, any and all nocturnal in-center programs, and any and all home dialysis programs)<sup>1</sup> which is owned or operated by a subsidiary or affiliate of Fresenius Medical Care North America ("FMCNA" or "Company"). The Medical Director is responsible for planning, organizing, conducting and directing the professional services of a Facility, and to that end, has specific duties and authorities as set forth (a) in this Medical Director Agreement ("Agreement"), (b) as required under the Conditions for Coverage for End-Stage Renal Disease Facilities, 42 C.F.R. § 494.1 et seq., and the Interpretive Guidelines thereto promulgated by the Centers for Medicare & Medicaid Services ("CMS") (collectively, the "Conditions for Coverage"), (c) as required under state licensing or other applicable laws, and (d) as assigned to him/her in the Governing Body and Medical Staff Bylaws.

While the Governing Body is responsible for overall management of such Facility and the Area Manager (or other appointed Facility Chief Executive Officer) exercises responsibility for the management of a Facility, the Medical Director shall be responsible for the delivery of patient care and outcomes in the Facility and is accountable to the Governing Body for the quality of medical care provided to patients at the Facility.<sup>2</sup> As such, it is often stated in this document that the Medical Director shall "ensure" that a particular task is completed. Where the Medical Director is to "ensure" a task is completed, it is expected that the Medical Director will perform such task personally or, through appropriate and reasonable delegation, oversee that such task is properly completed.

A physician who meets all of the requirements of this Agreement, including but not limited to the requirements set forth in Section 3.01.4 of the Agreement, may also serve as Medical Director of Company's Inpatient Services program if Company is contracted to provide certain inpatient services at medical facilities. The responsibilities of such Medical Director are more fully described in Section II below.

Medical Director responsibilities include, but are not limited to, those set forth below.

<sup>&</sup>lt;sup>1</sup>If a home dialysis program has a Medicare provider number different from the Medicare provider number of an outpatient dialysis facility, then such home dialysis program is a separate "Facility" for purposes of this document.

<sup>&</sup>lt;sup>2</sup>A Facility must have a single Medical Director who meets all of the requirements under this Agreement and under the Conditions for Coverage. The Governing Body and such Medical Director may designate other physician(s) who meet all of the requirements under this Agreement, including but not limited to the requirements in Section 3.01.4 of the Agreement, and under the Conditions for Coverage to direct the home hemodialysis or peritoneal dialysis programs, provided that it is understood that any such home dialysis Medical Director reports to the Medical Director of the Facility who remains ultimately accountable for such programs, and that all home dialysis programs are under the same Governing Body and quality assessment and performance improvement program oversight as the in-center dialysis services.

#### I. FACILITY-BASED MEDICAL DIRECTOR DUTIES

#### A. On-Call Availability

- 1. Assist in ensuring that each attending physician (including the Medical Director if he/she is an attending physician) provides the Facility with instructions that clearly explain how he/she is to be contacted, including a valid e-mail address, office and other telephone numbers, pager or mobile phone numbers, and updates to any such information. Such requirement is due to the fact (a) that the health care of every patient must be under the continuing supervision of a physician who is available for situations involving the Facility, patients or staff and (b) the Facility must have a written plan for physician coverage during illness, vacation and holidays. The Medical Director shall ensure that Facility staff and patients are provided written instructions for obtaining emergency medical care.
- 2. If an attending physician cannot be located or contacted and no coverage is available or responding, provide guidance, as Medical Director, to Facility staff on how to address patient issues (e.g., refer patient to hospital, etc.) until the attending or covering physician can be contacted. The Medical Director is to follow-up with unresponsive attending physicians and take appropriate action, in conjunction with the Governing Body as necessary, to prevent future occurrences.
- 3. Be on-call to fulfill Medical Director functions including, but not limited to, responding to any emergency involving the Facility, patients or staff that might impact patient care, whether during operating hours or when the Facility is not open. If not available (e.g., on vacation or otherwise not available), arrange for Medical Director coverage by a physician who meets all of the requirements under this Agreement, including but not limited to the requirements in Section 3.01.4 of the Agreement, and under the Conditions for Coverage and provide the Director of Operations/Area Manager with prior notice as to the physician providing such coverage and the duration of such coverage.

#### B. Clinical Management

#### Policies and Procedures

- 1. Participate, as a member of the Governing Body, in the development, by means of periodic review and approval, of Company's patient care policies and procedures manual(s) for the Facility. The Medical Director may suggest changes to such policies and procedures consistent with FMCNA Clinical Policy 138-010-005 FMCNA Policy and Procedure Guidelines (as amended) ("Procedure to Modify Policies"). This policy requires the Medical Director to correspond in writing with the Chief Medical Officer and Vice President of Clinical Quality Management to establish agreement on any changes in the policy and procedure that might be relevant to local issues.
- 2. Ensure that all policies and procedures relative to patient admissions, patient care, infection control, and safety, are made available to Facility staff, attending physicians and non-physician providers granted privileges to care for patients in the Facility ("non-physician

providers"). The Medical Director shall further ensure that such policies and procedures are adhered to by all such individuals who treat patients in the Facility. Such efforts may include, but not be limited to, working cooperatively with the Area Manager and the Clinical Manager who shall assist the Medical Director in the oversight and review, monitoring and implementation of policies and procedures relating to:

- Patient care and the delivery of high-quality, safe and effective dialysis.
- Facility's quality assessment and performance improvement program ("QAI program").
- Interdisciplinary team participation in comprehensive patient assessments and reassessments, patient plans of care, and the QAI program.
  - o REMINDER: The Medical Director is not a member of the interdisciplinary team (except in the capacity as attending physician for his/her own patients). The Medical Director's involvement is to oversee that each attending physician and other interdisciplinary team member participate per Facility policies. The Medical Director is expected to get involved if the interdisciplinary team members fail to appropriately participate, complete documentation, respond to QAI activities, etc.
- Patient rights, admission, grievances and discharge.
- Prevention, treatment, and safe contact with patients with hepatitis and other contagious diseases.
- Compliance with standards and regulations issued by CMS, AAMI, OSHA, CDC, regarding infection control and water and dialysate quality as specified in the Conditions for Coverage and prevalent in the industry.
- Timely and appropriate referral of patients for transplant evaluation.
- Disaster preparedness plan.
- FMCNA compliance programs, policies and procedures.

# Patient Education on Treatment Options

- 3. Ensure that patients are informed about all treatment modalities and settings, including but not limited to, transplantation, home dialysis modalities (home hemodialysis, intermittent peritoneal dialysis, continuous ambulatory peritoneal dialysis (CAPD) and continuous cycling peritoneal dialysis (CCPD)), in-center hemodialysis and nocturnal hemodialysis, including, when possible, providing such information, together with Facility or Company staff, to patients prior to the initiation of dialysis at treatment options education sessions that may be held at the Facility or in the community that the Facility serves.
- 4. Ensure that patients receive information regarding other facilities which provide any modality not offered by the Facility.

# Tracking Interdisciplinary Team Participation – Patient Comprehensive Assessments and Patient Plans of Care

5. Ensure, with the assistance of Facility management, that appropriate qualified Facility staff are participating on each patient's interdisciplinary team. The interdisciplinary team members include, at a minimum, a patient's treating physician (who serves as the leader), the

patient or the patient's designee (if the patient chooses), a registered nurse, a social worker, and a dietitian ("interdisciplinary team"). Medical Director shall ensure that the patient or the patient's designee is invited to the interdisciplinary team meetings. Each patient's interdisciplinary team is responsible for developing for such patient an individualized and comprehensive assessment of his/her needs which is used to develop the patient's treatment plan and expectations for care (i.e., patient plan of care). A physician extender who serves in lieu of the attending physician to the extent that state practice laws, Facility policies and the Conditions for Coverage so allow, may participate in the assessment and development of the plan of care.

#### The Medical Director shall:

- Ensure that an interdisciplinary team provides each patient an individualized and comprehensive assessment (and reassessment) of his/her needs with the components and frequency as set forth in the Conditions for Coverage.
- Ensure that an interdisciplinary team completes the patient's plan of care with the components and frequency as set forth in the Conditions for Coverage.
- Ensure that an interdisciplinary team appropriately tracks each patient's transplantation referrals consistent with the Conditions for Coverage.
- Assist in resolving any conflict among interdisciplinary team members regarding patient care issues and, as necessary and consistent with Facility policies, elevate such conflicts to the Medical Advisory Board and/or the Chief Medical Officer.
- Ensure that all patients have a current, properly signed, patient comprehensive assessment and patient plan of care for stable and unstable patients, as applicable, and that all standing orders are current.
- Support efforts of Facility staff to ensure patient adherence to the dialysis schedule and other treatments.

# Quality Assessment and Performance Improvement

- 6. Have operational responsibility for the QAI Program. The Medical Director shall provide leadership of the Facility's QAI Program by serving as the chair of the QAI Committee, which is appointed by and accountable to the Governing Body. The QAI Program is designed and implemented to objectively, systematically, and comprehensively monitor, evaluate and improve the quality and appropriateness of patient care and services by identifying opportunities and resolving identified problems through the use of continuous quality improvement (CQI) methodology to achieve measurable improvement of health outcomes and reduce medical errors. The goal of the QAI Program is to maximize the number of patients who achieve each patient target as outlined in the Measures Assessment Tool (MAT) which CMS indicates is the current professionally accepted clinical standards (based on current CMS Clinical Performance Measures (CPMs), the National Kidney Foundation Kidney Disease Outcomes Quality Initiative ("KDOQI") guidelines, etc.), and on the Fresenius Medical Services ("FMS") Quality Status Reports (QSRs). The Medical Director shall:
  - Prepare for, attend and, as Chair, lead the monthly QAI Committee meetings consistent with the requirements in the Conditions for Coverage and the guidelines

- promulgated by the FMCNA Medical Office, as such guidelines may be amended from time to time.
- Periodically review and approve the Facility's QAI Program (and the Medical Director may suggest changes consistent with the Procedure to Modify Policies).
- Review overall quality indicators related to improved patient health outcomes in the categories set forth in the Conditions for Coverage, inclusive of the target levels in the MAT. If the quality indicators do not meet such target levels, assist in developing and oversee the corrective action plan (including, but not limited to, communications from the Medical Director to attending physician individually, through Medical Staff meetings, etc. on the relevant issues) to bring such quality indicators in conformity with the MAT target levels. If an attending physician does not agree with the target levels set forth in the MAT, then ensure that such attending physician documents his/her disagreement with such target levels in the applicable patient's medical record and provide rationale and new targets that the QAI Committee is informed.
- Educate Facility staff, attending physicians and non-physician providers in the QAI Program objectives.
- Review the method of prioritizing the importance of improvement projects.
- Include and encourage all staff to participate towards achieving QAI Program goals.
- Communicate with the Governing Body regarding the status of QAI Program activities and regarding needs identified by the QAI team, particularly when resources are required to address QAI Program improvements.
- Provide clinical guidance regarding the development of performance improvement plans/activities.
- Participate in the evaluation of the effectiveness of performance improvement plans/activities.
- Oversee infection control and water and dialysate quality which duties are set forth in more detail below.
- 7. Review Clinical Variance Reports (CVRs) (adverse events) with Clinical Manager and QAI Committee to ensure appropriate intervention.
- 8. Monitor, with the Clinical Manager and QAI Committee, CVRs and assist in submission of MDRs when appropriate to do so.
- 9. For better focus on continuous improvement in the quality of care provided to patients and continuous compliance with the Conditions for Coverage, it is Company's and FMCNA's strong recommendation that the QAI Committee of each Facility and/or Home Program convene separately to discuss solely that Facility's and/or that Home Program's quality-related matters. The QAI Committees of multiple Facilities and/or Home Programs may consolidate their meetings if (a) such QAI Committees determine that consolidation may better identify trends, improve consistency of care and improve the overall quality of care provided to patients within a geographic area, and (b) the applicable FMCNA Regional Vice President, Group Vice President, Division President or Chief Medical Officer (or designee) has provided written approval permitting such consolidated QAI meetings, which written approval shall be renewed on an annual basis.

## Infection Control

- 10. Assume accountability, as the leader of the QAI Committee, for oversight of infection control issues. The Medical Director shall:
  - Ensure compliance by Facility staff with the standards and regulations regarding infection control issued by CMS, AAMI, OSHA, CDC as set forth in the Conditions for Coverage.
  - Ensure adherence by Facility staff to Facility policies and procedures regarding infection control.
  - Ensure that clinical staff report infection control issues to the Medical Director and QAI
    Committee and that infection control and patient safety issues are continuously reported
    and discussed in QAI meetings.
  - Ensure that he/she is familiar with and able to describe the Facility's infection control program and reporting mechanisms.
  - Ensure Facility reports all communicable diseases to the state and CDC as required pursuant to applicable federal and state laws and regulations.
  - Ensure all Facility staff wear appropriate personal protective equipment when at risk for blood splatter and practice hand hygiene as appropriate and in accordance with Facility policies and procedures and the Conditions for Coverage.
  - Participate in CQI activities that may decrease rates of infection and catheters.

# Water and Dialysate Quality

- 11. Oversee the safety and quality of the water used for patient treatments. The Medical Director shall:
  - Participate in Company-sponsored educational efforts regarding water and dialysate quality.
  - Ensure that he/she is knowledgeable of the water treatment system installed and assure that the system, as installed, will produce water meeting AAMI quality standards.
  - Oversee the performance of biomedical staff and the proper functioning of water treatment equipment by visual observation of the equipment on a quarterly basis.
  - Ensure, as leader of the QAI Committee, that water and dialysate monitoring is continuously reported to the QAI Committee and documented within the QAI materials.
  - Participate in analyzing and addressing water or dialysate quality test results outside of expected parameters.
  - Review and sign each month the following reports: AAMI water quality reports, chlorine and chloramine log, and endotoxin/colony count reports.
  - Ensure compliance by Facility staff with standards and regulations regarding water and dialysate quality issued by CMS and AAMI as set forth in the Conditions for Coverage.
  - Ensure adherence by Facility staff with Facility policies and procedures regarding water and dialysate quality.
  - Ensure Facility Staff shall immediately notify the Medical Director in the event of a chlorine or chloramine breakthrough.

- Consistent with Facility policies and procedures, develop standard protocols in conjunction with Company and/or Facility management which require blood and dialysate cultures and endotoxin levels be collected routinely. In the event of patient adverse reaction(s) potentially related to the water treatment or dialysate systems, then such tests shall be repeated with appropriate patient evaluation (including blood cultures).
- Ensure that he/she and other appropriate Facility staff are able recognize the need to evaluate the water system in the event of patient adverse reaction(s) potentially related to the water treatment or dialysate systems and to take indicated corrective action.
- Collaborate with Medical Advisory Board-initiated quality improvement programs regarding water and dialysate quality.

## Patient Involuntary Discharge Policies

- 12. Ensure that all Facility staff and the interdisciplinary team members follow the Facility's patient discharge and transfer policies and procedures. If transfer or discharge is due to a patient's abusive or disruptive behavior which seriously impairs the delivery of care to the patient or the ability of the Facility to operate effectively, ensure that interdisciplinary team, before any such discharge or transfer:
  - Is aware of ESRD Network rules regarding patient discharges.
  - Reassesses the patient consistent with the comprehensive patient assessment process.
  - Documents the problem and ongoing efforts to resolve the problem.
  - Obtains a written discharge or transfer order signed by the attending physician and Medical Director.
  - Documents efforts to place the patient in another facility.
  - Notifies the state survey agency (e.g., state department of health) and the ESRD Network.

In the case of immediate severe threats to the health and safety of others, ensure that the Facility utilizes the abbreviated involuntary discharge procedure approved by the Governing Body.)

13. If a Medical Director objects to the discharge or transfer of a patient, the Medical Director shall confer with the Chief Medical Officer or his designee.

# Delivery of Oral Medications to Facility Patients

- 14. Assist the Clinical Manager and other authorized Facility staff in overseeing the receipt and storage of oral non-narcotic medications from the patients' applicable pharmacy and the delivery of such oral medications to patients for their self-administration outside the Facility. The Medical Director shall:
  - Review and approve policies and procedures relating to the receipt, storage and delivery
    of oral medications at the Facility and monitor compliance with such policies and
    procedures.
  - Review on a periodic basis the records and/or logs of the Facility related to the receipt, storage and delivery of oral medications.

• Take such other actions, as a member of the Governing Body of the Facility, to ensure the safety and security of the delivery of oral medications to Facility patients.

Nothing herein shall require the Medical Director to be involved in issues related to reimbursement for such oral medications, including but not limited to, patients' payment of copays or deductibles for such oral medications.

#### Miscellaneous

- 15. Assist in the determination, development, implementation and monitoring of any plans of correction and corrective actions resulting from federal and/or state surveys.
- 16. Respond to communications and requests for information from the FMCNA Medical Office regarding federal and/or state survey deficiencies.

#### C. Physician and Non-Physician Provider Management

# Medical Staff Bylaws - Attending Physicians and Non-Physician Providers

- 1. Serve as Chair of the Medical Staff, and prepare for and attend Medical Staff meetings to be held on a regular basis (at least semi-annually).
- 2. Ensure that attending physicians and other Medical Staff members are appropriately oriented to the Facility and to their responsibilities.
- 3. Review the Medical Staff Bylaws and assist in making any necessary changes, consistent with the procedures set forth in such Bylaws.
- 4. Ensure that the Facility has open enrollment for membership on the Medical Staff and for non-physician providers seeking privileges and assist and encourage eligible nephrologists to join the Medical Staff.
- 5. Participate in determining physician and non-physician provider privileges and support the credentialing process including review of applications, credentialing, verification reports, interviews, recommendations, and follow-up, if necessary.
- 6. Ensure that all Facility attending physicians and non-physician providers are provided a copy of (or access to) the Medical Staff Bylaws and Governing Body Bylaws and comply with such Medical Staff and Governing Body Bylaws and state and federal regulations.
- 7. Participate in taking disciplinary action with respect to Medical Staff members when necessary and consistent with the Medical Staff bylaws. The Medical Director acknowledges that the Governing Body may, after consultation with the FMCNA Law Department, report to, or seek involvement of the Network Medical Review Board, National Practitioner Data Bank, state department of health, state licensing organizations, state or national professional organizations,

and any other suitable agencies or organizations regarding a physician's inadequate provision of care based on the local standard of practice or inappropriate, unprofessional or illegal conduct.

#### Policies and Procedures

- 7. Ensure, in conjunction with the Governing Body: (a) that all physicians and non-physician providers (b) are oriented to the Facility and their responsibilities, (c) are informed of all Facility policies and procedures including, but not limited to, policies and procedures relative to patient admissions, patient care, infection control, safety, medical records and the QAI Program and (d) are given access to such policies and procedures. Oversee that evidence is maintained in the physicians' and non-physician providers' credentialing file that they understood and agreed to the Medical Staff Bylaws, policies and procedures and responsibilities related to the QAI Program.
- 8. Ensure adherence by physicians and non-physician providers to Facility policies and procedures relative to patient admissions and discharge, patient care, medical records, infection control, and safety.
- 9. Ensure physician and non-physician provider compliance with Facility medical records policies and rules such as proper completion of medical records, patient comprehensive assessments, and plans of care, prompt signing of orders and timely completion of other pertinent documentation.
- 10. Ensure all Medical Staff, and non-physician providers wear appropriate personal protective equipment when at risk for blood splatter and practice hand hygiene as appropriate and in accordance with Facility policies and procedures and the Conditions for Coverage.

#### Patient Care

- 11. Communicate, in conjunction with the Governing Body, to the physicians and non-physician providers the expectations regarding their participation in improving the quality of medical care provided to Facility patients.
- 12. Ensure that each attending physician participates, as leader of each of his/her patient's interdisciplinary team, in the patient comprehensive assessment, plan of care, and, as appropriate, QAI Program activities (including, but not limited to, evaluating QAI results and other outcome data). A physician extender who serves in lieu of the attending physician to the extent that state practice laws, Facility policies and the Conditions for Coverage so allow, may participate in the assessment and development of the plan of care.
- 13. Ensure (with the assistance of Facility management as part of the QAI Program) that an attending physician or non-physician provider, on a monthly basis, sees his/her patients (including home dialysis patients), whether in the Facility or at his/her office or other site, documents such visit in a progress note and provides such progress note or other proper documentation of the visit to Facility staff for placement in the Facility's medical record.

- 14. Ensure (with the assistance of Facility management as part of the QAI Program) that an attending physician or non-physician provider, on at least a quarterly basis, visits his/her incenter hemodialysis patients at the Facility while such patients are receiving in-center dialysis, and documents the same in the medical record.
- 15. Ensure that physicians or non-physician providers assess on an ongoing basis the estimated "dry" or "target" weight for each patient and the adequacy of each patient's dialysis prescription (a) at least monthly for hemodialysis patients by ordering and evaluating delivered Kt/V or an equivalent measure, and (b) at least every four (4) months for peritoneal dialysis patients by ordering and evaluating delivered weekly Kt/V or an equivalent measure.
- 16. With the assistance of Facility management, develop and publish a common Physician Call schedule if the Medical Staff desires to cross cover patients. Otherwise, ensure each attending physician provides an individual call schedule and all required contact information.

## D. Facility Staff Management

- 1. Assist in management of staffing issues including:
  - Oversee, in conjunction with the Clinical Manager, appropriate patient/staff ratios consistent with Facility and FMS staffing policies.
  - Assist in Facility staff recruitment and retention activities as requested (e.g., interviews, outreach, and education).
  - Participate in selection of candidates for key staff positions in the Facility.
  - Participate in mediation of grievances, when requested.
  - Oversee, in conjunction with the Clinical Manager, planning short-term coverage for staff shortages.
  - Participate in disciplinary action of staff members when requested by the Area Manager or Clinical Manager.
- 2. Oversee staff education, training and performance, including:
  - With the assistance of Facility management, ensure that Facility staff members receive the appropriate orientation, education and training to competently perform their job responsibilities; such orientation to be documented in their employee file.
  - With the assistance of Facility management, oversee and monitor the performance of Facility Staff to ensure that Facility Staff are competent to carry out the their assigned duties (e.g., to adequately monitor the patient and dialysis process, to provide needed social services, etc.) and Facility staff follow Facility policies regarding expected performance.
  - Serve as an educational resource for Facility staff.
  - Lead educational sessions for the staff on a regular basis (at least 4 times a year);
  - Support efforts of patient education.
  - Periodically review and make recommendations on training materials.
  - Assist in the development and delivery of in-services, other educational programs, and staff training;

- Review and assess vendor, laboratory, pharmaceutical and product formulary appropriateness.
- Review and approve the training program for the technicians who perform monitoring and testing of the water treatment system.
- Review and approve the training program for patient care dialysis technicians.
- 3. Coordinate emergency medical care to patients or staff members suffering an urgent, life-threatening illness, potentially contagious disease, or needlestick or sharps accidents.
- 4. Actively participate in arranging for proper care of patients when disasters occur such as hurricanes, flooding, earthquakes, blizzards, terrorist threats, fires and power loss.

#### E. Governing Body Responsibilities

- 1. Prepare for, attend and actively participate on Governing Body meetings (at least four times a year and as otherwise scheduled).
- 2. Facilitate communication between Medical Staff and Governing Body.
- 3. Be accountable to the Governing Body with respect to the delivery of patient care, the outcomes, and quality of medical care provided to Facility patients.
- 4. Facilitate communication between the QAI Committee and Governing Body.
- 5. Communicate with the Chief Medical Officer as necessary on issues brought before the Governing Body which entail a change of policy and procedure.
- 6. For better focus on continuous improvement in the quality of care provided to patients and continuous compliance with the Conditions for Coverage, it is Company's and FMCNA's strong recommendation that the Governing Bodies of each Facility and/or Home Program convene separately to conduct solely that Facility's and/or that Home Program's business matters. The Governing Bodies of multiple Facilities and/or Home Programs may consolidate their meetings if (a) such Governing Bodies determine that consolidation may better identify trends, improve consistency of care and improve the overall quality of care provided to patients within a geographic area, and (b) the applicable FMCNA Regional Vice President, Group Vice President, Division President or Chief Medical Officer (or designee) has provided written approval permitting such consolidated Governing Body meetings, which written approval shall be renewed on an annual basis.

#### F. Communications with Outside Resources

1. Participate in discussions with administrators of Skilled Nursing Facilities, Nursing Homes and Extended Care Facilities to coordinate continued quality care for dialysis patients cared for jointly in such institutions.

- 2. Participate in the administrative duties associated with the transfer of patients to or from other dialysis facilities (for example, as a result of a change in patient insurance coverage, change in address or change to another facility).
- 3. Ensure that attending physicians complete administrative duties associated with transient, temporary, or visiting patients. When requested by the Area Manager or the Clinical Manager, review medical records for the purpose of acceptance or rejection of transient patients seeking temporary dialysis services.
- 4. Communicate and participate in establishing a formal relationship with transplant programs regarding transplant criteria and referral of potential transplant candidates, and ensure that attending physicians refer all eligible and willing patients for transplantation evaluation.
- 5. Communicate and participate in establishing a relationship with associated Surgical/Radiological Departments regarding availability and quality of vascular access services for all patients.
- 6. Assist in ensuring that proper medical records and monthly progress notes are forwarded from referring hospitals and physician offices, and oversee the proper sharing of patient comorbidities and other medical information between hospitals and facilities upon admission or discharge, as applicable.
- 7. Ensure proper completion of the End Stage Renal Disease Medical Evidence Report, Form 2728, and all other CMS forms or other required documentation.

# G. Facility Management

- 1. Assist Facility Management, on at least a quarterly basis, in overseeing Facility operations, including participation with the Area Manager and Clinical Manager in budget development, cost containment efforts, financial performance and reimbursement problems.
- 2. Oversee that dialysis equipment and other technical component services meet clinical care standards.
- 3. Ensure that Facility staff are prepared to respond appropriately and safely to emergency situations, i.e., fire or patient/visitor violence.

# H. Knowledge of Current Legal Requirements and Role of Medical Director

- 1. Be familiar with the Conditions for Coverage.
- 2. When presented by the Area Manager, Clinical Manager, Medical Advisory Board representative for the region or Chief Medical Officer, review changes in regulatory requirements issued by AAMI, CMS, OSHA, CDC, FDA etc.

- 3. With the Area Manager and Clinical Manager, as requested, or when there have been major changes, review Medicare Fiscal Intermediary's local medical review policies.
- 4. When requested, participate in ESRD Network activities, representing the Facility.
- 5. Be aware of and monitor the effects on patients and staff of all approved clinical research projects that are to be carried out in the Facility.
- 6. Attain adequate CMEs each year to ensure updated knowledge on regulatory issues as well as general nephrology issues and keep specialty current.
- 7. Keep up-to-date regarding the functions and role of the medical director of an outpatient dialysis facility (e.g., take courses, review literature, attending conferences, attend the FMCNA medical director meeting, etc.).
- 8. Be familiar with Company's Governing Body and Medical Staff Bylaws.

## I. Home Hemodialysis and CAPD/CCPD Programs

- 1. In conjunction with the Governing Body, ensure that the home dialysis services provided by the Facility are at least equivalent to the services provided to in-center patients and meet all the applicable Conditions for Coverage including, but not limited to, interdisciplinary team participation in patient comprehensive assessments and plans of care
- 2. Assist in identification of appropriate patients for home dialysis and patients' support for the home hemodialysis program or CAPD/CCPD, as applicable.
- 3. Ensure that the interdisciplinary team oversees the adequate training (home hemodialysis or peritoneal dialysis, as applicable) of the home dialysis patient.
- 4. Ensure that the patient has the proper equipment for home hemodialysis or CAPD/CCPD, as applicable.
- 5. Oversee that Facility management is providing proper staffing and backup support, including adequate in-center backup and on-call service.
- 6. Review the results of all water and dialysate cultures and endotoxin levels, and analysis of source and product water for chemical contaminants of each home hemodialysis patient, such review to be documented and incorporated into the QAI Program.
- 7. Ensure that home dialysis patients' self-monitoring data (e.g., patient treatment sheets) and other information from home dialysis patients or their caregivers are gathered and promptly reviewed at least every two (2) months and placed in the Facility medical record, and ensure that the attending physician or home training nurse immediately reviews upon receipt time sensitive information such as hospitalization data and radiology, pathology, and laboratory results.

- 8. Ensure that all quality care objectives have been met for home hemodialysis or CAPD/CCPD patients, as applicable.
- 9. Ensure that any nocturnal home dialysis program conforms to the requirements for home dialysis programs generally as set forth above. With the assistance of Facility management, ensure compliance with any additional policies, procedures, training and equipment requirements which may apply to a nocturnal home dialysis program (e.g., as may be required with the use of nocturnal hemodialysis remote monitoring).
- 10. Ensure that any home staff assist dialysis program conforms to the requirements for home dialysis programs generally as set forth above. With the assistance of Facility management, ensure compliance with any additional policies, procedures, training and equipment requirements, and applicable CMS guidelines, protocols or regulations which may apply to a home staff assist dialysis program. For residents of Nursing Homes or Skilled Nursing Facilities participating in a home staff assist dialysis program, ensure that there is sufficient communication, information sharing and collaboration between the health care facilities regarding the medical needs and care being provided to such patients.

#### J. Enforcement

If a Medical Director fails to fulfill his/her responsibilities as a Medical Director after Facility management or Company management have taken reasonable steps to counsel such Medical Director as to the nature of his/her deficiencies in providing Medical Director services and resolve the issues accordingly, the Governing Body may, after consultation with the FMCNA Law Department and Chief Medical Officer or his/her designee, report to, or seek involvement of, the Network Medical Review Board, state department of health, state licensing organizations, state professional organizations, and any other suitable agencies or organizations.

#### II. NON-FACILITY BASED MEDICAL DIRECTOR DUTIES

"Inpatient services" refers to hemodialysis, peritoneal dialysis, continuous renal replacement therapy, apheresis and/or other contracted-for services which Company provides to patients of a hospital or other applicable medical facility (hereinafter "Hospital") pursuant to a written contract.

- 1. Oversee the Inpatient Services Programs at the Hospitals where Company is contracted to provide such inpatient services, assuring the proper coordination and functioning of all services within each Inpatient Services Program consistent with the contract and the goals, objectives, policies, bylaws and rules and regulations of Company and the associated Hospital.
- 2. Assist in the development, implementation and periodic review of policies and procedures specific to the Inpatient Services Programs, which will be provided by Company and/or FMNCA. Any suggested change to such policies and procedures can be made in accordance with the Procedure to Modify Policies.

- 3. Working with the Hospital, ensure adequate physician coverage for all inpatient services to be provided under the contract with the Hospital.
- 4. Working with the Hospital, oversee efficient scheduling of treatments at the Hospital and, together with Company and/or FMCNA personnel who have operational responsibility for the Inpatient Services Programs, monitor the behavior of prescribing physicians that is disruptive to this goal.
- 5. Working with the Hospital, ensure that the medical staff and other patient care staff of the Hospital provide inpatient services in compliance with the applicable rules, requirements, policies and procedures of the Inpatient Services Programs.
- 6. Ensure adequate supervision of Company's and/or FMCNA's direct patient care staff during their performance of inpatient services at the Hospital.
- 7. Oversee the scheduling of Company's and/or FMCNA's direct patient care staff and supervisory personnel, including the scheduling of emergency coverage.
- 8. Collaborate with Company and/or FMCNA personnel who have operational responsibility for the Inpatient Services Programs to oversee adequate nursing services, backup support, and in-service training for direct patient care staff.
- 9. Identify any activities by any physician, any patient care personnel of the Hospital or any Company or FMCNA staff which do not conform to established policies and procedures of the Inpatient Services Programs. With the assistance of Company and/or FMCNA personnel who have operational responsibility for the Inpatient Services Programs and the Hospital, as applicable, take appropriate action to remedy such situation and to maintain overall quality of services and conformity to both the policies and procedures of the Inpatient Services Programs and the Hospital's' policies, procedures, and applicable medical staff bylaws.
- 10. Assist Company and/or FMCNA personnel in maintaining all records relating to the care and treatment of patients in the Inpatient Services Programs in accordance with Company's and Hospital's policies and applicable regulations of public health agencies.
- 11. Through a routine Quality Assessment and Process Improvement ("QAI") review, supervise the operation and maintenance of equipment and assist in selection of equipment and supplies for the Inpatient Services Programs.
- 12. Through a routine QAI review, oversee the technical operations of the Inpatient Services Programs, including quantity and quality of water, water treatment, dialysate and treatment supplies and ensure compliance with applicable state, regulatory and Hospital requirements.
- 13. Collaborate with Company and/or FMCNA personnel who have operational responsibility for the Inpatient Services Programs to ensure compliance with all aspects of the QAI program, including the development and implementation of new QAI programs.

- 14. Support Company and/or FMCNA personnel who participate on Hospital committees related to the Inpatient Services Programs and/or the provision of inpatient services.
- 15. As requested by the Hospital, participate on Hospital committees related to the Inpatient Services Programs and/or the provision of inpatient services.
- 16. Ensure that all quality care objectives have been met for the Inpatient Services Programs.
- 17. Work with Company and FMCNA personnel and Hospital to ensure that the Inpatient Services Programs are operating in compliance with the standards of The Joint Commission and other external regulatory agencies, as such standards are communicated by Hospital to Company and/or FMCNA in writing.
- 18. Review federal, state and local survey reports of Hospital related to the provision of inpatient services and, as required by Hospital, participate in the development and implementation of plans of correction related to the provision of inpatient services.
- 19. Be responsive to communications and requests for information from the FMCNA Medical Office regarding survey deficiencies.
- 20. Assist in the establishment of new Inpatient Services Programs as needed.

#### **SCHEDULE C**

## **QUALITY PROGRAM**

The Company's Quality Program emphasizes a limited number of quality outcomes that have the highest impact on patient survival and uses an UltraScore to identify facilities with the strongest quality outcomes and, equally importantly, to identify facilities whose quality outcomes are improving. The UltraScore is made up of two components:

The first component, the sub-score, represents the sum of five actionable outcomes that have been shown in published literature and the Company's own data to have a strong correlation with patient hospitalization and mortality. For hemodialysis programs, these five outcomes are the percentage of patients in a Facility with:

- a. eKt/V of 1.2 or greater
- b. Hemoglobin between 10-12 g/dl (Patients with a hemoglobin greater than 12 and not administered an ESA for the prior 30 days are considered to have met this target)
  - c. Albumin of 4 g/dl or greater
  - d. Phosphates between 3.0 to 5.5 mg/dl
  - e. No catheters

For peritoneal dialysis programs, the sub-score is calculated from the same five outcomes except for the following modifications:

- a. The dose of dialysis is measured weekly as wKt/V and the outcome is the percentage of patients with wKt/V of 2.0 or greater.
- b. Peritonitis rates replace no catheters, with the calculation being the percentage of patients with one or fewer episodes of peritonitis in 24 months.

The second component of the UltraScore is the standardized mortality ratio (SMR) for the Facility. The use of the SMR automatically adjusts for differences in patients' age, sex, race and presence or absence of a diabetic diagnosis. The average SMR is 1.0.

The SMR will be calculated and used only for hemodialysis programs with 25 or more patients and for peritoneal dialysis programs with 10 or more patients. For Facilities with fewer than 25 hemodialysis patients or 10 peritoneal dialysis patients, the UltraScore will consist of only the five outcomes that make up the sub-score. When hemodialysis or peritoneal dialysis programs increase their census above these thresholds, the SMR component will be added to calculate the UltraScore.

In all other Facilities, the UltraScore is calculated using SMR and the formula UltraScore = Sub-score + 100(1-SMR). For Facilities with SMR  $\geq 2.0$  (twice the average mortality), the maximum impact will be a subtraction of 100 points. For facilities with SMR = 0, the maximum impact will be an addition of 100 points.

# SCHEDULE D-1

# **Quarterly Activity Report for Facility-Based Medical Director Duties**

Facility Name:	
Facility Number:	
Quarter:	
Indicate YES/NO that a particular task has been completed in a give	en month.

Tasks	Month	Month	Month
A. Continuous Quality Improvement Functions			
Monthly meetings with staff			
a. Review of patient care plans			
i. Modality selection review by all			
physicians			
b. Review of water treatment reports		-	
i. LALs			
ii. Colony Counts			
iii. Mineral/containment status			
iv. Technical protocols and problems			
v. Quarterly visual inspection of water			
treatment area and equipment			
c. Review of quality enhancement reports for			
facility			
i. Review of dialysis adequacy			
ii. Review of anemia management reports			
iii. Review of vascular access			
management reports			
iv. Review of mineral metabolism reports			
v. Review of nutritional management			
reports			
vi. Review of hypertension and ECV			
management reports			
vii. Review of patients' estimated "dry"			
or "target" weight			
d. Review of clinical variance reports and			
adverse events			
e. Review of infectious disease and			
bloodborne pathogen reports			
f. Review of transplant referral rate			
i. Status of physician involvement in each			
patient's plan			
g. Review of patients discharged for abusive			
or threatening behavior or severe non-compliance			
and disruptive behavior			

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i. Review of interdisciplinary team	,	
management of disruptive or severely non-	 	
compliant patients		
h. Review of Network projects involving the		
facility		
i. Review of lab utilization reports		
j. Review of transient patient scheduling and		
administrative management		
k. Review of patient satisfaction survey		
reports		
i. Review of and response to patient		
grievances		
Review of advance directive and		
resuscitation policies and patient status		
m. Development and implementation of new		
CQI projects		
2. Ad hoc meetings with staff		
a. Review and assistance with resolution of		
scheduling problems		
b. Review and assistance with resolution of		
transportation problems		
c. Review and assistance with new staff		
hiring		
d. Review and assistance with staff		
discharges and reasons for same		
i. Review of staff disciplinary actions		
B. Patient Care Conferences (Oversight of		
Attending Physicians' Activities)	-	
1. Review of physician-approved treatment		
algorithms and/or care plans		
2. Review of high risk or complicated patients		
3. Review of deaths of patients dialyzed in the		
facility within the past month		
a. Review of gross mortality rate and SMR		
4. Review of hospitalization reports		
a. Review causes of hospitalization		
5. Oversight of annual update of patient		
standing orders		
C. Governing Body Meeting		
OSHA safety review		
2. CMS or State survey activities		
a. Participate in meeting with surveyor		

1 70 11 1 1 1 0	
b. Participate in development of plan of	
correction	
c. Participate in implementation of plan of	
correction	
d. Response to communications and requests	
for information from the FMCNA Medical Office	
regarding survey deficiencies	
3. Review of new policies and procedures	
4. Review of existing policies and procedures in	
the event of problems with same	
5. Review of Regional Quality Manager audit	
6. Review of training programs	
a. Competence of new staff members	
7. Review of medical records report	
8. Review of emergency preparedness program	
9. Review of issues related to Home Program (if	
applicable)	
a. PD education	
b. PD staffing	
c. Protocols	
d. Infection control	
10. Review of utilization of external	
laboratories and stat lab requests	
D. Medical Staff Meeting	
Review of attending physician issues	
a. Frequency of rounding	
b. Signing of orders	
c. Review appropriateness of activity	
2. Review of physician extender issues	
a. Frequency of rounding	
b. Signing of orders	
c. Review appropriateness of activity	
E. Network Participation Activities	
F. Staff Education Activities	
1. Lectures	
Provision of educational materials	
2. Trovision of educational materials	

G. Review and Provision of Patient Education			
Materials			
H. Administrative Coverage 24/7 for Facility			

## Comments

The undersigned represents and warrants that the information provided herein is truthful, accurate and complete to the best of his/her knowledge.

Signature:	
Print Name:	
Date:	

# SCHEDULE D-2

# **Quarterly Activity Report for Non-Facility-Based Medical Director Duties**

Facility Name:
Facility Number:
Quarter:
Indicate YES/NO that a particular task has been completed in a given month.

Tasks	Month	Month	<u>Month</u>
A. Inpatient Services Programs			
1. Oversight of the Inpatient Services Program			
at the contracted hospital to assure the proper			
coordination and functioning of all services			
consistent with the contract and the goals,			
objectives, policies, bylaws and rules and			
regulations of FMCNA and the contracted			
hospital, through the following:			
a. Overseeing the scheduling of FMCNA's			
direct patient care staff and supervisory personnel,			
including the scheduling of emergency coverage,			
at the contracted hospital			
b. Ensuring adequate supervision of			
FMCNA's direct patient care staff during their			
performance of services at the contracted hospital			
c. Collaborating with Company and/or			
FMCNA personnel who have operational			
responsibility for the Inpatient Services Programs			
to oversee adequate nursing services, backup			
support, and in service training for direct patient			
care staff			
d. Together with the contracted hospital,			
ensuring adequate physician coverage for all			
inpatient services to be provided under the contract			
with the hospital			
e. Together with the contracted hospital,			
overseeing efficient scheduling of services at the			
hospital.			
f. Together with the contracted hospital,			
ensuring that the medical staff and other patient			
care staff of the hospital provide inpatient services			
in compliance with the applicable rules,			
requirements, policies and procedures of the			
Inpatient Services Programs			

2. Identification of activities by any physician,		
any patient care personnel of the contracted		
hospital or any FMCNA staff which do not		
conform to established policies and procedures of		
the Inpatient Services Programs		
a. Together with FMCNA personnel and the		
contracted hospital, taking remedial action to		
remedy such situation		
3. Supervision of a monthly continuous quality		
improvement review to ensure that all quality care		
objectives have been met for the Inpatient Services		
Program. The CQI review shall include the		
following:		
a. Staff credentials and competency,		
including verification of licensure, annual		
competency and continuing education		
b. Patient and staff safety		
c. Patient satisfaction		
d. Water quality		
e. Equipment safety		
f. Infection control reports		
g. Records maintenance		
h. Review of clinical variance reports and		
adverse events		
i. Such new or additional topics as CQI may		
determine		
4. Assistance in the selection of new		
equipment and supplies		
5. Participation on hospital committees related		
to the Inpatient Services Programs and/or the		
provision of inpatient services		
6. Supervision of and assistance to FMCNA		
personnel who are participating on hospital		
committees related to the Inpatient Services		
Programs and/or the provision of inpatient services		
7. Review of federal, state and local survey		
reports, including reports of The Joint		
Commission, of the contracted hospital related to		
the provision of inpatient services		
a. As requested by the contracted hospital,		
participation in the development and		
implementation of plans of correction related to		
the provision of inpatient services		
The part of the pa	l	

b. Response to communications and		
requests for information from the FMCNA	 	
Medical Office regarding survey deficiencies		
8. Assistance in the establishment of new		
Inpatient Services Programs		
9. Other services not described above		

The following services (and other such services) will be included on the activity report only if they are separately negotiated with the physician/physician group. If no such services are no negotiated with the physician/physician group, delete these from the activity report.

B. Consulting and Other Activities	<u>Month</u>	Month	<u>Month</u>
1. Identification of under-served patient			
populations, new markets, growth and			
development, and new business opportunities			
2. Assistance in activities associated with the			
organization and development of a new unit,			
including site location and staffing approval			
process			
3. Participation in Certificate of Need matters			
a. Participate in CON board hearings			
b. With FMCNA staff, education of CON			
board members on dialysis issues			
4. Monitoring local activities of competing			
dialysis clinics and potential new competitors and			
reporting all material new developments to the			
Governing Body; provided that in no event shall			
the Medical Director be required or compelled to			
disclose confidential or otherwise restricted			
private information or trade secrets obtained from			
competing facilities			
6. Participation in business activities related to			
improving cost-efficiency, productivity, and			
overall facility management			
7. Interaction and communication with			
managed care organizations and other health			
plans			
a. Assistance to FMCNA staff in fulfilling			
documentation requirements of each organization			

b. Completion of administrative		
requirements of each organization		
8. Other tasks required under the Agreement		
but not described above		

# Comments

The	undersigned	represents	and	warrants	that	the	information	provided	herein	is	truthful,
accu	rate and comp	plete to the l	est c	of his/her l	cnow]	ledge	€.				

Signature:		
Print Name:	 	
Date:		

# SCHEDULE E

# REFERRAL SOURCE RELATIONSHIPS

S	C	H	$\mathbf{E}$	D	U	$\mathbf{L}$	${f E}$	F

W-9 FORM

# Form W-9 (Rev. October 2007) Department of the Treasu

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

intern	al Revenue S	Service								
	Name (a	s shown	on your inco	me tax return)						
_;										
<u>2</u>	Business	s name, if	different from	m above						
pade	1									
9	Check at	poropriate	box.	☐ Jedheidur	sl/Cala Branciotor	Corporation	. г	Portnorship		
Check appropriate box: Individual/Sole Proprietor Corporation Partnership  Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)   Other (see instructions) >  Address (number, street, and apt. or suite no.)  City, state, and ZIP code									Exempt	
5.5	Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)									payee
Print or type	Oth	er (see in	structions) >							
E -	Address	(number,	street, and	apt, or suite no	o.)	•			Requeste	er's name and address (optional)
i iji										
je je	City, stat	te, and ZI	P code							
99										
Š	List acco	ount numb	er(s) here (d	optional)						
Pa	rt T	ахрау	er Identif	fication N	umber (TIN)				'	
Ente	er vour TIN	N in the a	noropriate l	hox The TIN	provided must m	natch the name giver	on Line	1 to avoid	Social se	curity number
bac	cup withho	olding. Fo	or individual	ls, this is you	social security n	umber (SSN), Howe	ver, for a	ı resident		
						tions on page 3. Fo number, see <i>How to</i>				or
•				, , ,		page 4 for guideline	-	, -	Employer	r identification number
	ber to ent				,	, p-g g			1	
Pa	rt C	ertifica	ation							
		lties of r	periury. I c	ertify that:			. ,			
1.	-			-	v correct taxpa	ver identification	number	or I am waiting for a	a number t	to be issued to me), and
2.										
										nterest or dividends, or (c)
	the IRS has notified me that I am no longer subject to backup withholding, and									
3. I am a U.S. person or other U.S. person (defined below).										
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to										
bac	kup with	holding	because y	you have fa	iled to report al	I interest and divid	ends o	n your tax return. Fo	r real esta	ite transactions, item 2
doe	s not ap	ply. For	r mortgage	e interest pa	iid, acquisition	or abandonment o	of secur	ed property, cancella	ition of del	bt, 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 on page 4.									
Sig			•							
~ 5	,	Signati	ure ot							

#### **General Instructions**

U.S. person ▶

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

#### **Purpose of Form**

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes you are considered a person if you are:

An individual who is a U.S. citizen or a U.S. resident alien.

Date ▶

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

Form W-9 (Rev. 10-2007)

# **SCHEDULE G**

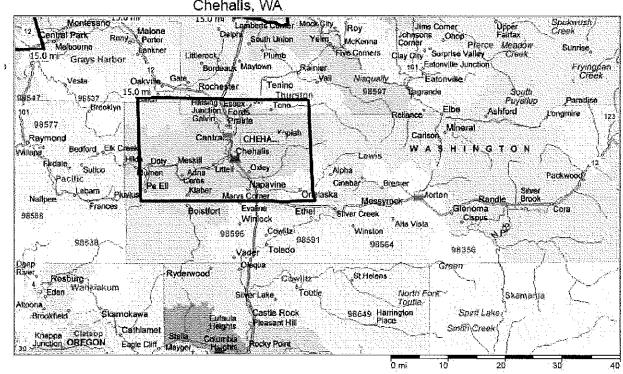
## WIRE INSTRUCTIONS

Consultant hereby authorizes Company to make deposits in the following account as payment of the Fee for services rendered hereunder, and in the event of overpayment by Company, Consultant hereby consents to Company recouping any such overpayments from such account.

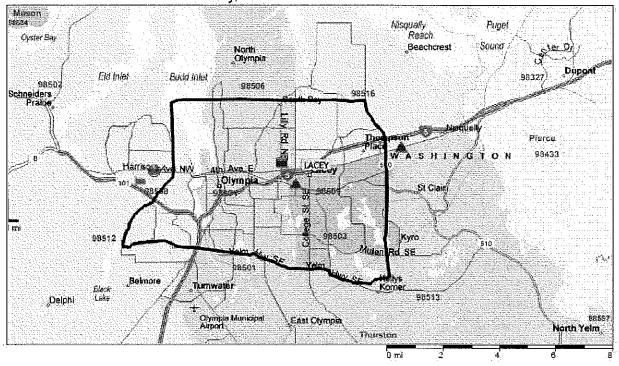
Name of Bank:	
Bank Address:	
Bank ABA #:	
Account Name:	
Address of Recipient:	
Account #:	

## **SCHEDULE H** RESTRICTED TERRITORY MAPS

#### Chehalis, WA



#### Lacey, WA



#### Shelton, WA Potlatca Tahuya Elgin Pugel Grisdako Spring Beach Sound Union Vaughn Grapeview, Gig Harbor Dash Point Little Hoqulam Synstine Midwey Beach Arleta Rusion 📒 3 Home Cromw 509 Herron Magnolia Helgins Grænt coma SHELTON Malloc Ballow Doyton On Shell Longbranch Hope Deckerville Agate Sunset Beach Ascadia Johnson Landing Keiron Puget Elizan Beach WASHINGTON Kamilchi Boston Harber Ponders Come Spanaway Forbes New 15.0 mile North Olympia Frederickson 28387 Sunrise Beach Thompsen 15,1 mi City Hislgrove a ⊆ McCleary Elk Plain Rayydla 507 Rocky Ridge Sine. Elma Lamberts Comer Kellys Komer Salsop Roy Brady \_\_ Montesano Turnwater Johnsons Comer South Elma Sagataw Rony East Olympia \_Fuller South Union Yelm McKenna 98597 Plumb Elva Comers

Borderiux

\_Welkswood

Maylown yvestern Junction Skookumchuck

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96326

# Exhibit 10A. Purchase and Sale Agreement

#### PURCHASE AND SALE AGREEMENT

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

Seller. New Harbor Enterprises, LLC

3403 Steamboat Island Rd NW

PMB 335

Olympia, WA 98502 Attention: Eric Veloni

Purchaser. Aberdeen Renal Construction LLC

North Central Plaza 1

12655 N. Central Expressway, Suite 200

Dallas, TX 75243

Attention: Andrew T. Carnahan

2. <u>PROPERTY</u>. 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) <u>Land</u>. 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) <u>Appurtenances</u>. 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) <u>Improvements</u>. 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) <u>Personal Property</u>. 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, all of which are referred to in this Agreement as the "<u>Personal Property</u>."
- (e) <u>Contract Rights</u>. Seller's right, title, and interest in all assignable warranties, guaranties, and bonds, relating to the Land, the Improvements, or the Personal Property

-5/16/19

(collectively the "<u>Warranties</u>"). Seller agrees, at or prior to Closing, to terminate all service contracts relating to the Land, the Improvements, or the Personal Property (the "<u>Service Contracts</u>") 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) <u>Plans and Studies</u>. 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) <u>Intangible Property</u>. 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 "<u>Intangible Property</u>").
- 3. <u>PURCHASE PRICE</u>. Subject to the conditions of this Agreement, Purchaser agrees to pay the following purchase price (the "Purchase <u>Price</u>") in the following manner:
- (a) <u>Total Amount</u>. The total amount of the Purchase Price is Eight Hundred Thousand Dollars (\$800,000.00).
- (b) <u>Payment</u>. The total amount of the Purchase Price shall be paid in federal wire transfer funds at Closing.
- 4. <u>ESCROW DEPOSIT</u>. 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 "<u>Escrow Deposit</u>") 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/Option 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 "<u>Independent Consideration</u>"), 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. Escrow Agent 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 a return of the Escrow Deposit, 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 first three (3) months of the Feasibility/Option Period (as defined below) and pursuant to Section 5(b) hereof, then, in such event, the Escrow Agent shall be irrevocably required to release the Escrow Deposit to Purchaser in full termination of this Agreement.

- 5. <u>INFORMATION AND FEASIBILITY/OPTION PERIOD; CON APPROVAL PERIOD;</u> <u>DEVELOPMENT APPROVALS PERIOD</u>. 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:
- 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 and all oral or written leases, licenses, or occupancy agreements of space in the Property to tenants, and any and all other oral or written licenses and other occupancy agreements covering the Land and Improvements, including, without limitation, any oral or written leases of equipment and/or personal property, said oral or written leases, licenses and other occupancy agreements, together with any and all amendments, modifications or supplements thereto (collectively, the "Leases") and Service Contracts; (ii) a current rent roll showing the tenants and any subtenancies; (iii) 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; (iv) all existing inspection reports and other reports relating to the physical condition of the Property or the Improvements; (v) the existing owner's title policy(ies) and/or surveys of the Land and Improvements; (vi) tax statements for years 2016-2018; and (vii) 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").
- Documents as referenced in Section 5(a) above, then for a period beginning on the Effective Date of this Agreement and continuing for up to twenty-four (24) months thereafter (as such may be extended, the "Feasibility/Option 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/Option 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/Option Period shall be extended by one day for each day Seller is late is delivering the Disclosure Documents. During such Feasibility/Option 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

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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 first three (3) months of the Feasibility/Option Period (the "Initial Feasibility/Option Period"). Purchaser shall have no obligation to notify Seller of any reasons for such termination, and in such event, the Escrow Deposit (less the Independent Consideration) shall be immediately returned 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 prior to the expiration of the Initial Feasibility/Option Period in Purchaser's sole discretion, then the Initial Feasibility/Option 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/Option Period and which are promptly disclosed to Seller. The foregoing obligations to repair the Property and indemnify Seller shall survive Closing and termination of this Agreement, notwithstanding any other language to the contrary in this Agreement.

In exchange for such Feasibility/Option Period, if Purchaser has not terminated the Purchase and Sale Agreement in accordance with the above or if Purchaser has not waived the Feasibility/Option Period, Purchaser shall deposit the following monthly sum with the Title Company and the Title Company shall release such sum(s) to Seller within one (1) business day of receipt: in months 4-24 after the Effective Date (as may be applicable), Purchaser shall deposit the monthly sum of \$2,500.00 with the Title Company. Such sum(s) shall be considered non-refundable, except in the event of Seller default, and shall not be applicable to the Purchase Price. For the avoidance of doubt, Seller and Purchaser agree that Purchaser does not have to make any such monthly deposit(s) during the Initial Feasibility/Option Period (or the first three months after the Effective Date) during which Initial Feasibility/Option Period the Escrow Deposit is refundable. After such Initial Feasibility/Option Period, the Escrow Deposit is non-refundable, except in the event of Seller default, but is applicable to the Purchase Price.

Purchaser shall provide copies of all reports, investigations, and/or studies acquired by Purchaser with respect to its investigation of the Property, including, but not limited to, any surveys and Phase I reports.

(c) <u>CON Approval Period</u>. Seller and Purchaser understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Washington is subject to Purchaser's proposed tenant obtaining a Certificate of Need ("CON") from the Washington State Department of Health ("Department"), and, thus, Purchaser's proposed tenant may not establish a dialysis facility on the premises or execute a binding real estate lease in connection therewith

unless Purchaser's proposed tenant obtains a CON from the Department. Purchaser shall have a period commencing on the Effective Date and continuing until the date that Purchaser's proposed tenant receives CON approval from the Department in final and non-appealable form or until the expiration of the Feasibility/Option Period, whichever is sooner ("CON Approval Period"), at which time this agreement shall terminate unless Purchaser is awarded the CON. During the CON Approval Period, Seller covenants and agrees to use its best efforts to cooperate with all efforts to receive CON approval, 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 CON Approval.

(d) Development Approvals Period. If Purchaser has not terminated this Agreement on or prior to the expiration of the Feasibility/Option Period and/or the CON Approval Period, then Purchaser shall deposit an additional \$15,000.00 with the Title Company (such additional deposit shall be added to and shall constitute the Escrow Deposit but shall be fully refundable during the Development Approvals Period) and shall be applicable to the Purchaser Price and then Purchaser shall have a period commencing on the date after the expiration of the Feasibility/Option Period and continuing for up to six (6) months thereafter in order to try and obtain 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, and/or subdivision(s) (collectively, the "Approvals"), in final and non-appealable form in order to develop the Property into Purchaser's desired use ("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/Option Period.

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 additional \$15,000.00 deposit shall be immediately returned 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.

(e) Tenant Estoppel Certificates. Seller hereby certifies, represents and warrants to Purchaser that there shall be no Leases, whether oral or written, whether for a fixed term or month-to-month that will not be terminated prior to Closing, at Seller's sole cost and expense, and so Seller acknowledges and agrees that Purchaser will, therefore, not be assuming any such Leases at Closing; provided, however, that Purchaser acknowledges and agrees that Seller shall be entitled to collect all rent from existing tenants on the Property up to Closing. Seller shall be delivering sole occupancy and possession of the Property to Purchaser at Closing free and clear of any Leases. The provisions of this section shall survive the Closing and Seller agrees that the representations and warranties in this section shall be deemed to be part of Seller's Representations and Warranties in Section 7 of this Agreement and Seller further acknowledges and agrees that the termination of



all such Leases shall be a condition precedent to Purchaser's obligation to close under this Agreement. Notwithstanding the foregoing, Seller hereby agrees to provide a written estoppel certificate(s) in form reasonably satisfactory to Purchaser signed by each tenant under the Leases, whether month-to-month or for a fixed term that, at a minimum, confirms to Purchaser that all such Leases are terminable by Seller prior to Closing. Prior to Closing, Seller shall have the sole and exclusive right to collect rent and additional rent payments, if any, under the Leases.

#### 6. TITLE COMMITMENT AND SURVEY.

- 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 (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) <u>Survey</u>. 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 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and including items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, and 20 (with minimum coverage of \$1,000,000.00) of Table A thereof ("Survey").
- (c) Review of Information. Purchaser shall have until sixty (60) days from the Effective Date ("<u>Title and Survey Review Period</u>") in which to examine those documents and to specify to Seller those items reflected thereon which Purchaser will accept as permitted exceptions to title ("<u>Permitted Exceptions</u>"), and those items which Purchaser finds objectionable ("<u>Title Objections</u>") and those items which Purchaser reasonably reserves the right to object to prior to expiration of the Development Approvals Period ("<u>Reserved Title Objections</u>"). 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, 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 of the items reflected on the Title Commitment shall be considered to be Permitted Exceptions. Prior to Closing, Seller shall not allow, cause or create any additional liens, encumbrances, or restrictions to affect the Property and Seller shall 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 which 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 returned 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.
- 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 shall, 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 and return of the Escrow Deposit (less the Independent Consideration), 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").

- (ii) <u>Created Otherwise</u>. 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 returned 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) <u>Uncorrected Title Objections</u>. 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 returned to Purchaser by the Title Company, without the necessity for consent or approval by Seller, together with Seller reimbursing Purchaser for all Purchaser Costs, and the Parties shall be released from all further liability under 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, and the reduction amount shall be mutually agreed upon by Purchaser and Seller.

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 of 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 must 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) <u>Issuance of Title Policy</u>. 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 "<u>Title Policy</u>"). 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. <u>REPRESENTATIONS</u>, <u>WARRANTIES</u>, <u>COVENANTS</u>, <u>AND CONDITIONS</u> PRECEDENT.

- (a) <u>Seller's Representations and Warranties</u>. Seller makes the following representations and warranties, in addition to any other covenants and representations made by Seller herein, all of which shall survive the Closing as provided in Section 7(d) below:
- (i) Parties in Possession. There are no parties in possession of any portion of the Property, except the tenants pursuant to the Leases, and no other Leases except as disclosed to Purchaser, and Seller further represents and warrants that any and all Leases shall be terminated prior to Closing and that Purchaser shall be delivered sole occupancy and possession of the Property at Closing. Except as may be noted on a rent roll, the rents provided for under the terms of the Leases are being collected without offset or counterclaim, and no concessions or free rent shall be made or are due to any tenants and Seller has not entered into any side agreements with the tenants. No notice of default by the landlord has been received from any tenant under the Leases or, if such notice of default has been received, the condition complained of has been or will be cured by Seller prior to Closing.
- (ii) <u>Condemnation</u>. 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 shall 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) <u>Defective Use and Operation of Property</u>. 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) <u>Default</u>. 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

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Seller immediately upon delivery of written notice thereof to Seller, in which event the Escrow Deposit (less the Independent Consideration) shall promptly be returned to Purchaser.

- 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 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.
- There are no suits, proceedings, arbitrations, claims or No Suits. 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.
- Environmental Law. To Seller's knowledge, there are no Hazardous (xi) 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.
- Rent Roll. To Seller's knowledge, any rent roll delivered to Purchaser hereunder shall be true, correct, and complete in all material respects as of the date of such rent roll.
- (xiii) 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.

- (xiv) <u>Authority</u>. Seller is a duly organized and validly existing limited liability company pursuant to the laws of the State of Washington and 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.
- (xv) <u>Consents</u>; <u>Binding Obligations</u>. 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.
- (xvi) <u>Unrecorded Rights</u>. 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.
- (xvii) <u>Bankruptcy</u>. There exists no pending or threatened bankruptcy, insolvency or similar proceedings affecting either Seller or the Property.
- (xviii) 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.
- (xix) <u>Disclosure Documents</u>. 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.
- (xx) <u>FIRPTA</u>. Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

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 prompt 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 returned to Purchaser by the Title Company, without the necessity for consent or approval by Seller, together with Seller reimbursing Purchaser for all Purchaser Costs, and the Parties shall be released from all further liability under this Agreement, except for those that, by their terms, expressly survive such termination) 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 shall 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.

- Seller's Covenants. Seller covenants that between the Effective Date and the date of Closing:
- Condemnation. Promptly 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;
- Seller will advise Purchaser promptly of any litigation, Litigation. arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice;
- Contracts. Seller will not enter into any service or maintenance contracts (iii) (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 the Leases, and under any Service Contracts and Warranties;
- Insurance. Seller will maintain all property/casualty and liability insurance policies currently covering the Property or any part thereof in full force and effect; and
- 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.
- Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to (c) consummate the transaction contemplated hereunder is expressly conditioned upon the satisfaction of the following conditions as of the date of Closing:
- Representations and Warranties. Seller's representations and warranties set forth herein continue to be true and accurate;
  - Breach. There is no breach of Seller's covenants as set forth herein; (ii)
- No Material and Adverse Change. There has been no material and adverse (iii) change to the condition of the Property and/or Seller's ability to close the transaction. In the event ECV 5/16/19

that there has been such a material and adverse change, then Purchaser may terminate the Agreement and receive the immediate return of its Escrow Deposit (less the Independent Consideration);

- (iv) <u>Title and Survey</u>. There is no change in the matters reflected by the Survey and the Title Commitment except as consented to in writing by Purchaser;
- (v) <u>Leases and Service Contracts</u>. Seller shall certify to Purchaser that any and all Leases and Service Contracts have been terminated and that Purchaser shall be given sole occupancy and possession of the Property, free and clear from the rights of any third parties, at Closing;
- (vi) New Lease. Purchaser shall have entered into a signed and binding lease agreement(s) for the lease of all or a portion of the Property;
- (vii) <u>Easements</u>. 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) <u>Development Approvals</u>. 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) <u>Survival of Seller's Representations</u>. Seller and Purchaser agree that Seller's Representations and Warranties shall survive Closing for a period of twelve (12) months (the "<u>Survival Period</u>") 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.
- (e) Seller Disclosure Statement. Purchaser hereby waives the right to receive a seller disclosure statement (a "Seller Disclosure Statement") if required by RCW 64.06. However, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled "Environmental" would be "yes," Purchaser does not waive the receipt of the "Environmental" section of the Seller Disclosure Statement, which shall be provided to Purchaser.

#### 8. <u>CLOSING</u>.

(a) <u>Date and Place</u>. The purchase and sale of the Property by Seller to Purchaser shall occur on or before the 30th day following satisfaction of all of the Conditions Precedent set forth in Section 7(c) of this Agreement (the "<u>Closing Date</u>"). 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 "<u>Closing</u>" 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.

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- (b) <u>Seller's Obligations at Closing</u>. At the Closing, Seller, at Seller's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:
- (i) <u>Special Warranty Deed</u>. Seller shall execute, and deliver to the Title Company for recording a Special Warranty Deed in the form attached hereto as <u>Exhibit "C"</u>, fully executed and acknowledged by Seller, conveying indefeasible fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions.
- (ii) <u>Bill of Sale and Assignment</u>. Seller shall execute, acknowledge and deliver to Purchaser a Bill of Sale and Assignment (the "<u>Bill of Sale and Assignment</u>") in the form attached hereto as Exhibit "D".
- (iii) <u>Leases and Service Contracts Termination</u>. Seller shall deliver to Purchaser written evidence, along with a written certification from the Seller, confirming the termination and/or expiration of all of the Leases and Service Contracts.
- (iv) <u>Certificate of Representations and Warranties; Title Matters</u>. 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.
- (v) <u>Transfer Declaration(s)</u>. 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;
- (vi) 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, and such other organizational documents as Title Company shall reasonably require evidencing Seller's authority to consummate this transaction, and any other instruments that may be required by the Title Company.
- (vii) <u>Possession</u>. Seller shall deliver sole possession of the Property to Purchaser at Closing, free and clear from the claims or rights of any third parties.
- 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

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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) <u>Purchaser's Obligations At Closing.</u>

- (i) <u>Payment of Purchase Price</u>. 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) <u>Closing Costs</u>. Seller and Purchaser each agree to pay the following costs at the Closing:
- Paid By Seller. Seller agrees to pay the cost of any and all real estate broker (i) 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), 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), 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) <u>Paid By Purchaser</u>. 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) <u>Adjustments</u>. 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:
- (i) <u>Taxes and Assessments</u>. 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) <u>Utilities</u>. To the extent possible, the Parties shall cause all utilities meters to be read on the day preceding the Closing Date. The Parties hereby waive the services of the Escrow Agent in administering the disbursement of closing funds necessary to satisfy unpaid charges in accordance with RCW 60.80. 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.
- 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.

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- 10. <u>DESTRUCTION OR DAMAGE PRIOR TO CLOSING</u>. 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 promptly 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) <u>Damage More than \$250,000.00</u>. 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 shall be refunded to Purchaser, less the Independent Consideration, and thereafter this Agreement shall be null and void and the Parties shall have no further obligation or liability hereunder.
- (b) <u>Cost of Repair and Restoration</u>. The term "<u>cost of repair and restoration</u>" 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 Aberdeen metropolitan area.

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CONDEMNATION. If, prior to Closing, any governmental authority or other entity 11. 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 shall be refunded by the Title Company to Purchaser, less the Independent Consideration, and neither party shall have any further rights or obligations hereunder. 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 Title Company shall forthwith return to Purchaser the Escrow Deposit, less the Independent Consideration, and neither party to this Agreement shall thereafter have any further rights or obligations hereunder.

#### 12. DEFAULTS AND REMEDIES.

- (a) <u>Purchaser's Default and Seller's Remedies</u>. If Purchaser is in default under this Agreement after five days' notice to Purchaser with right to cure (except for any default with respect to Purchaser's failure to close on the Closing Date to the extent required herein, which requires no notice and opportunity 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) <u>Seller's Default and Purchaser's Remedies</u>. If Seller is in material default under this Agreement after five days' notice to Seller with right to cure (except for any default with respect to Seller's failure to close on the Closing Date to the extent required herein, which requires no notice and opportunity to cure) and Purchaser is not in default, Purchaser may, as its sole and exclusive remedy, terminate this Agreement by written notice delivered to Seller on or before the date of Closing, in which case the Escrow Deposit (less the Independent Consideration) shall be returned to Purchaser by the Title Company as liquidated damages, as well as prompt reimbursement from Seller of, or the right to initiate an action against Seller to recover reimbursement of, the Purchaser Costs (for a material 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). The Purchaser Costs to be recovered or reimbursed under this Section shall not exceed \$200,000.00.
- (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 Date 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: Seller shall pay a total commission equal to six percent (6%) of the Purchase Price at Closing. Such commission shall be equally split three percent (3%) each amongst Seller's broker, Pacific Rim Real Estate Group, Inc. and to Purchaser's broker, Layton Lane Partners, Inc.
- (b) <u>Indemnity</u>. 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) <u>Assignment of Agreement</u>. 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 "<u>Permitted Assign</u>"). 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.
- Confidentiality and Non-Disclosure. By execution of this Agreement, each party (b) 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) <u>Notices</u>. All notices, statements, demands, requirements, or other communications and documents ("<u>Communications</u>") 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:

New Harbor Enterprises, LLC

3403 Steamboat Island Rd NW

Olympia, WA 98502 Attention: Eric Veloni

To Purchaser:

Aberdeen 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) <u>Washington Law to Apply</u>. 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.

- 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.
- Legal Construction. In case any one or more of the provisions contained in this (f) 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.
- 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.
  - Time of Essence. Time is of the essence of this Agreement. (h)
- 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.
- 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.
- 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.
- Effective Date. The Effective Date of this Agreement shall be the date that the Escrow Agent deposits the Escrow Deposit in an escrow account.
- 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.
- Attorneys' Fees. In the event that any party hereto brings an action or proceeding (n) 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. 5/11/19

(o) <u>Further Assurances</u>. 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 May 16, 2019.

PURCHASER:

ABERDEEN RENAL CONSTRUCTION LLC, a

Colorado limited liability company

By:

Name: Andrew T. Carnahan

Title: President

Executed by Seller on May 16, 2019.

SELLER:

NEW HARBOR ENTERPRISES, LLC, a

Washington limited liability company

By:

Name: Eric Veloni

Title: Co-Manager & Owner

#### List of Exhibits

Exhibit "A"
Exhibit "B" Legal Description

Due Diligence Information Special Warranty Deed Exhibit "C" Bill of Sale and Assignment Exhibit "D"

#### EXHIBIT "A"

#### LEGAL DESCRIPTION

Lots 1-11, inclusive, and Lot 15-22, inclusive, Block 12, RICES ADDITION TO ABERDEEN, City of Aberdeen, Grays Harbor County, Washington.

(To Be Updated per the Title Commitment)

#### EXHIBIT "B"

#### **DUE DILIGENCE INFORMATION**

To the extent in Seller's possession or control:

- 1. Lease and sublease abstracts and files, including landlord and tenant correspondence.
- 2. All pending leases, lease proposals and letters of intent under negotiation between landlord and prospective tenants.
- 3. Copies of all insurance policies.
- 4. All contracts and agreements affecting the Property, including, without limitation, Warranties and/or Service Contracts, and those pertaining to service, labor, construction, management and maintenance.
- 5. All existing plans, surveys, drawings and specifications.
- 6. All licenses, permits and plats relating to the Property and pending applications to governmental entities.
- 7. Copies of all documents regarding litigation, liens or threatened claims involving the Property.
- 8. All building and occupancy permits, including certificates of occupancy.
- 9. All building reports, engineering data, architectural studies, grading plans and topographical maps.
- 10. 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.
- 11. Any and all site plans and parking plans for the Property or any part thereof.
- 12. All development files relating to the Property, including without limitation all correspondence and all instruments and documents relating to the entitlement of the Property.
- 13. 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.
- 14. Any pleadings or other court-filed documents relating to any litigation (pending) against Seller.
- 15. Any and document relating to oil, gas, mineral and/or timber rights, activity and/or equipment on the Property or any part thereof.
- 16. 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.
- 17. Any and all documents relating to the presence of endangered species on the Property or any part thereof.
- 18. Any and all documents relating to the presence of historic or archeological remains, relics or resources on the Property or any part thereof.
- 19. Any and all documents relating to the presence of cemeteries or burial grounds on the Property or any part thereof.
- 20. Any and all documents relating to special districts, assessment districts or tax districts affecting the Property or any part thereof. ECV 5/16/19

EXHIBIT B-1

- 21. 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.
- 22. Any and all documents relating to storm water discharge on the Property or any part thereof.
- 23. Any and all bids and estimates received to date from general contractors or subcontractors for future work to be performed on site.
- 24. Any and all documents relating to the zoning, re-zoning or variance to zoning of the Property or any part thereof.
- 25. Any and all environmental operating permits relating to the Property or any part thereof.
- 26. Any and all documents relating to water rights affecting the Property or any part thereof.
- 27. Any and all documents relating to Federal Aviation Authority regulations or overlay height restrictions affecting the Property or any part thereof.
- 28. Any and all documents relating to noise restrictions affecting the Property or any part thereof.
- 29. Any and all documents relating to construction or development moratoria or growth control limits affecting the Property or any part thereof.
- 30. Any and all documents relating to open space requirements affecting the Property or any part thereof.
- 31. All correspondence and agreements with adjacent property owners, any related homeowners' or property owners' associations, and local community groups.
- 32. All correspondence and plans related to project signage.
- 33. All project plan development simulations and documents.
- 34. A written summary of any oral contract or agreement that Seller has entered into.
- 35. An inventory of the Personal Property.

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ECV.

#### EXHIBIT "C"

Prepared by:

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

After recording return to:

Aberdeen Renal Construction LLC 355 South Teller Street, Suite 210 Lakewood, CO 80226 Attn: Patricia Coffey

#### SPECIAL WARRANTY DEED

			EL IMPERABIGES			*** 1.	11. 1
Grantor:	NEW	HARBOR	ENTERPRISES,	LLC,	a	Washington	limited

liability company

Grantee: ABERDEEN RENAL CONSTRUCTION LLC, a Colorado limited

liability company

Legal Description

Abbreviated: Lots 1-11, inclusive, and Lot 15-22, inclusive, Block 12, RICES

ADDITION TO ABERDEEN

Additional legal description is on Exhibit A of this document.

Assessor's Tax Parcel ID #'s: APN:

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is between NEW HARBOR ENTERPRISES, LLC, a Washington limited liability company ("Grantor"), and ABERDEEN 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 Grays Harbor 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 ensealing 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.

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EXHIBIT C-2

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

#### **GRANTOR:**

**NEW HARBOR ENTERPRISES**, LLC, a Washington limited liability company

	By:
	Name:
	Title:
STATE OF WASHINGTON ) ss.	
COUNTY OF	
On this day of	the of New Harbo
personally appeared, as	the of New Harbo
Enterprises, LLC, a Washington limited liabi personally known to me or has produced	lity company, on behalf of the company. He is
WITNESS my hand and official s	seal.
My commission expires:	
	Notary Public
(NOTARIAL SEAL)	

[Exhibit A & B to be Attached]

### EXHIBIT "D"

#### BILL OF SALE AND ASSIGNMENT

	SIDERATION, receipt of which is hereby acknowledged, NEW
	LC, a Washington limited liability company ("Seller"), hereby
	elivers to ABERDEEN RENAL CONSTRUCTION LLC, a
Colorado limited liability comp	any ("Purchaser"), all of Seller's right, title and interest, if any. ir
	Intangible Property (as such terms are defined in the Purchase and
Sale Agreement between Seller	and Purchaser dated May, 2019) including, without limitation
	on Schedule 1 hereof. Seller warrants to Purchaser that Seller has
	operty, free and clear of all liens, encumbrances, security interests
	or nature whatsoever, and Seller shall forever warrant and defend
	roperty unto Purchaser against all and every person or persons
	thereof, by, through or under Seller and Seller shall indemnify
	narmless with respect to any claims of third parties making a clain
	a result of a breach of such warranty of title including, withou
limitation, reimbursement of its	reasonable attorneys' fees, court costs and legal expenses.
D.4 MDD	201
DATED:	, 201
	NEW HARBOR ENTERPRISES, LLC,
	Washington limited liability company
	The second secon
	By:
	Name:
	Title:

E(4/19 5/16/19

### SCHEDULE 1

# Exhibit 10B. Proof of Land Ownership





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### **Parcel**

Parcel#: 026401200102

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

62 - Services - Personal

Address1: 3403 STEAMBOAT ISLAND RD NW PMB 335

Situsi

511 N THORNTON

Address2:

Map Number: 1709-08

City, State: OLYMPIA WA

Status:

Zip: 98502

Description:

RICES SLY 1/2 OF LOTS 1-4 INC BLK 12

Comment:

2019 Market Value

2019 Taxable Value

2019 Assessment Data

Land:	\$40,356	Land:	\$40,356	District:	AB005 H2 - AB005 H2
Improvements:	\$46,137	Improvements:	\$46,137	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$86,493	Total	\$86,493	Total Acres:	0.13000

# Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

# Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
08/29/13		5	E209951	BECKER BUILDING INC	NEW HARBOR ENTERPRISES LLC	\$0
08/27/13		5	E209928		NEW HARBOR ENTERPRISES LLC	\$251,100

### **Building Permits**

No Building Permits Available

# Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$40,356	\$46,137	\$0	\$86,493	\$0	\$86,493
2018	NEW HARBOR ENTERPRISES LLC	\$40,356	\$46,137	\$0	\$86,493	\$0	\$86,493
2017	NEW HARBOR ENTERPRISES LLC	\$40,356	\$43,940	\$0	\$84,296	\$0	\$84,296
2016	NEW HARBOR ENTERPRISES LLC	\$40,356	\$43,940	\$0	\$84,296	\$0	\$84,296
2015	NEW HARBOR ENTERPRISES LLC	\$40,356	\$44,310	\$0	\$84,666	\$0	\$84,666

View Taxes





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### **Parcel**

Parcel#: 026401200101

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

59 - Trade - Other

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

515 N THORNTON

Address1: Address2: City, State:

OLYMPIA WA

Map Number; Status:

Zip:

98502

Description:

RICES N 1/2 OF LOTS 1-4 INC & LOTS 5 & 6 BLK 12

Comment:

2019 Market Value

1709-08

2019 Taxable Value

2019 Assessment Data

\$82,836	Land:	\$82,836	District:	AB005 H2 - AB005 H2
\$40,824	Improvements:	\$40,824	Current Use/DFL:	No
\$0	Permanent Crop:	\$0		
\$123,660	Total	\$123,660	Total Acres:	0.00000
	\$40,824 \$0	\$82,836 Land: \$40,824 Improvements: \$0 Permanent Crop: \$123,660 Total	\$40,824 Improvements: \$40,824 \$0 Permanent Crop: \$0	\$40,824 Improvements: \$40,824 Current Use/DFL: \$0 Permanent Crop: \$0

## Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

## Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
03/11/15		5	E215178	T2-Conversion Seller	NEW HARBOR ENTERPRISES LLC	\$0
06/07/05		1	E175027	T2-Conversion Seller		\$0
06/07/05		1.	E175025	T2-Conversion Seller		\$0
06/07/05		1	E175026	T2-Conversion Seller		\$0
04/29/04		13	E167045	T2-Conversion Seller		\$0

## **Building Permits**

No Building Permits Available

## **Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$82,836	\$40,824	\$	0 \$123,660	\$0	\$123,660
2018	NEW HARBOR ENTERPRISES LLC	\$82,836	\$40,824	\$	0 \$123,660	\$0	\$123,660
2017	NEW HARBOR ENTERPRISES LLC	\$82,836	\$38,880	\$	0 \$121,716	\$0	\$121,716
2016	NEW HARBOR ENTERPRISES LLC	\$82,836	\$38,880	\$	0 \$121,716	\$0	\$121,716
2015	SWANSON BROTHERS LLC	\$82,836	\$39,160	\$	0 \$121,996	\$0	\$121,996

View Taxes





PAYMENT CART(0)

Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### Parcel

Parcel#: 026401200700

2010 Market Value

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

11 - Residential - Single Family

Address1:

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

1515 SUMNER

Address2:

Map Number: 1709-08

City, State:

OLYMPIA WA

Status:

Zip:

98502

Description:

RICES LOTS 7 & 8 BLK 12

Comment:

2019 Market value		ZUI9 Idxable	value	2019 ASSESSMENT Data			
Land:	\$14,750	Land:	\$14,750	District:	AB005 H2 - AB005 H2		
Improvements:	\$49,596	Improvements:	\$49,596	Current Use/DFL:	No		
Permanent Crop:	\$0	Permanent Crop:	\$0				
Total	\$64,346	Total	\$64,346	Total Acres:	0.00000		

2010 Tayable Value

# Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

# Sales History

Sale Date

Sales Document

# Parcels

Excise #

Grantor

Grantee

Price

03/11/15	5	E215178	T2-Conversion Seller	NEW HARBOR ENTERPRISES LLC	\$0
06/07/05	1	E175046	T2-Conversion Seller		\$0
06/07/05	1	E175045	T2-Conversion Seller		\$0
03/04/05	21	E173147	T2-Conversion Seller		\$0
05/20/04	20	E167460	T2-Conversion Seller		\$0

# **Building Permits**

No Building Permits Available

## **Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$14,750	\$49,596	\$	0 \$64,346	\$0	\$64,346
2018	NEW HARBOR ENTERPRISES LLC	\$14,750	\$43,397	\$	0 \$58,147	\$0	\$58,147
2017	NEW HARBOR ENTERPRISES LLC	\$14,750	\$41,330	\$	0 \$56,080	\$0	\$56,080
2016	NEW HARBOR ENTERPRISES LLC	\$14,750	\$41,330	\$	0 \$56,080	\$0	\$56,080
2015	SWANSON BROTHERS LLC	\$14,750	\$40,720	\$	0 \$55,470	\$0	\$55,470

View Taxes

# **Parcel Comments**

No Comments Available

# **Property Images**

Click on an image to enlarge it.







1.0.6927,19068 Data current as of: 5/15/2019 4:58 PM TX\_RollYear\_Search: 2019





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

MapSifter Appraisal Assessor Treasurer

### Parcel

Parcel#:

026401200900

Owner Name:

NEW HARBOR ENTERPRISES LLC

DOR Code:

11 - Residential - Single Family

Address1:

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

516 N JEFFRIES

Address2:

Map Number:

1709-08

City, State:

OLYMPIA WA

Status:

Zip:

98502

Description:

RICES LOTS 9-11 INC BLK 12

Comment:

2019 Market Value

2019 Taxable Value

2019 Assessment Data

Land:	\$22,125	Land:	\$22,125	District:	AB005 H2 - AB005 H2
Improvements:	\$5,466	Improvements:	\$5,466	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$27,591	Total	\$27,591	Total Acres:	0.00000

# Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

# Sales History

Sale Date Sales Document

# Parcels Excise #

Grantee

Price

03/11/15	5	E215178	T2-Conversion Seller	NEW HARBOR ENTERPRISES LLC	\$0
10/05/12	2	E206877	T2-Conversion Seller	SWANSON BROTHERS LLC	\$0
05/29/09	1	E196035	T2-Conversion Seller		\$0
05/29/09	1	E196031	T2-Conversion Seller		\$63,000

# **Building Permits**

No Building Permits Available

# Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$22,125	\$5,466	\$0	\$27,591	\$0	\$27,591
2018	NEW HARBOR ENTERPRISES LLC	\$22,125	\$4,555	\$(	\$26,680	\$0	\$26,680
2017	NEW HARBOR ENTERPRISES LLC	\$22,125	\$4,555	\$(	\$26,680	\$0	\$26,680
2016	NEW HARBOR ENTERPRISES LLC	\$22,125	\$4,555	\$(	\$26,680	\$0	\$26,680
2015	SWANSON BROTHERS LLC	\$22,125	\$4,475	\$(	\$26,600	\$0	\$26,600

View Taxes

### **Parcel Comments**

No Comments Available

# **Property Images**

Click on an image to enlarge it.







1.0.6927,19068 Data current as of: 5/15/2019 4:58 PM TX\_RollYear\_Search: 2019





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W, Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### Parcel

Parcel#: 026401201500

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

91 - Undeveloped - Land

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

1512 SIMPSON

Address1: Address2:

Map Number: 1709-08

City, State: OLYMPIA WA

Status:

Zip: 98502

Description: RICES LOTS 15 & 16 BLK 12

2010 Maulist Value

Comment:

2019 Market Value		shia laxable value		2019 Assessment Data	
Land:	\$42,480	Land:	\$42,480	District:	AB005 H2 - AB005 H2
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$42,480	Total	\$42,480	Total Acres:	0.00000

7010 Tayable Value

# Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

# Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
08/29/13		5	E209951	BECKER BUILDING INC	NEW HARBOR ENTERPRISES LLC	\$0
08/27/13		5	E209928		NEW HARBOR ENTERPRISES LLC	\$251,100

### **Building Permits**

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	- 1	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2018	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2017	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2016	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2015	NEW HARBOR ENTERPRISES LLC	\$14,750	\$8,015		\$0	\$22,765	\$0	\$22,765

View Taxes





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### **Parcel**

Parcel#: 026401201700

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

91 - Undeveloped - Land

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

1508 SIMPSON

Address1: Address2:

Map Number: 1709-08

City, State:

OLYMPIA WA

Status:

Zip:

98502

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RICES LOTS 17 & 18 BLK 12

Description: Comment:

200	1.4	MIN	FKA	t va	1110
-0-		1.1.54	111-		11111

#### 2019 Taxable Value

2019 Assessi	ment	Data
--------------	------	------

				CA -		
Land:	\$42,480	Land:	\$42,480	District:	AB005 H2 - AB005 H2	
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No	
Permanent Crop:	\$0	Permanent Crop:	\$0			
Total	\$42,480	Total	\$42,480	Total Acres:	0.00000	

## Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

## Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
08/29/13		5	E209951	BECKER BUILDING INC	NEW HARBOR ENTERPRISES LLC	\$0
08/27/13		5	E209928		NEW HARBOR ENTERPRISES LLC	\$251,100

# **Building Permits**

No Building Permits Available

### **Historical Valuation Info**

Year	Billed Owner	Land	Impr.	PermCrop Value		Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2018	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2017	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2016	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0		\$0	\$42,480	\$0	\$42,480
2015	NEW HARBOR ENTERPRISES LLC	\$14,750	\$20,515		\$0	\$35,265	\$0	\$35,265

View Taxes





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### **Parcel**

Parcel#: 026401201900

Owner Name: NEW HARBOR ENTERPRISES LLC

DOR Code:

91 - Undeveloped - Land

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

1506 SIMPSON

Address1: Address2:

Map Number: 1709-08

City, State: OLYMPIA WA

Zip: 98502

Status: Description:

RICES LOTS 19 & 20 BLK 12

Comment:

2019 Market Value

2019 Taxable Value

2019 Assessment Data

\$42,480	Land:	\$42,480	District:	AB005 H2 - AB005 H2
\$0	Improvements:	\$0	Current Use/DFL:	No
\$0	Permanent Crop:	\$0		
\$42,480	Total	\$42,480	Total Acres:	0.00000
	\$0 \$0	\$42,480 Land:  \$0 Improvements:  \$0 Permanent Crop:  \$42,480 Total	\$0 Improvements: \$0 \$0 Permanent Crop: \$0	\$0 Improvements: \$0 Current Use/DFL: \$0 Permanent Crop: \$0

## Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

## Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
08/29/13		5	E209951	BECKER BUILDING INC	NEW HARBOR ENTERPRISES LLC	\$0
08/27/13		5	E209928		NEW HARBOR ENTERPRISES LLC	\$251,100

### **Building Permits**

No Building Permits Available

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0	\$0	\$42,480	\$0	\$42,480
2018	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0	\$0	\$42,480	\$0	\$42,480
2017	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0	\$0	\$42,480	\$0	\$42,480
2016	NEW HARBOR ENTERPRISES LLC	\$42,480	\$0	\$0	\$42,480	\$0	\$42,480
2015	NEW HARBOR ENTERPRISES LLC	\$14,750	\$25,090	\$0	\$39,840	\$0	\$39,840

View Taxes





PAYMENT CART(0)

Dan Lindgren Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

### **Parcel**

Parcel#:

026401202100

Owner Name:

NEW HARBOR ENTERPRISES LLC

DOR Code:

11 - Residential - Single Family

Address1:

3403 STEAMBOAT ISLAND RD NW PMB 335

Situs:

1500 SIMPSON

Address2:

City, State: OLYMPIA WA

Map Number:

1709-08

5400000

Status:

Zip:

98502

Description:

RICES LOTS 21 & 22 BLK 12

Comment:

2019 Market Value

2019 Taxable Value

2019 Assessment Data

Land:	\$13,275	Land:	\$13,275	District:	AB005 H2 - AB005 H2
Improvements:	\$41,685	Improvements:	\$41,685	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$54,960	Total	\$54,960	Total Acres:	0.00000

## Ownership

Owner's Name	Ownership %
NEW HARBOR ENTERPRISES LLC	100 %

# Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
03/11/15		5	E215178	T2-Conversion Seller	NEW HARBOR ENTERPRISES LLC	\$0
06/07/05		1	E175065	T2-Conversion Seller		\$0
06/07/05		1	E175066	T2-Conversion Seller		\$0
03/04/05		21	E173147	T2-Conversion Seller		\$0
05/20/04		20	E167460	T2-Conversion Seller		\$0

## **Building Permits**

Permit No.	Date	Description	Amount
2018-0178	2/1/2018	REMOVE, RE SHEATH AND RE ROOF	\$8,500.00

### Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2019	NEW HARBOR ENTERPRISES LLC	\$13,275	\$41,685	\$	0 \$54,960	\$0	\$54,960
2018	NEW HARBOR ENTERPRISES LLC	\$13,275	\$29,775	\$	0 \$43,050	\$0	\$43,050
2017	NEW HARBOR ENTERPRISES LLC	\$13,275	\$29,775	\$	0 \$43,050	\$0	\$43,050
2016	NEW HARBOR ENTERPRISES LLC	\$13,275	\$29,775	\$	0 \$43,050	\$0	\$43,050
2015	SWANSON BROTHERS LLC	\$13,275	\$28,505	\$	0 \$41,780	\$0	\$41,780

# Exhibit 10C. Lease Agreement

# LEASE AGREEMENT

### BY AND BETWEEN

# ABERDEEN RENAL CONSTRUCTION LLC, A COLORADO LIMITED LIABILITY COMPANY

("LANDLORD")

### **AND**

# RENAL CARE GROUP NORTHWEST, INC., A DELAWARE CORPORATION d/b/a FRESENIUS KIDNEY CARE GRAYS HARBOR

("TENANT")

**DATED:** November 27 , 2019

#### LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this <u>27th</u> day of <u>November</u> 2019 by and between Aberdeen Renal Construction LLC, a Colorado limited liability company ("**Landlord**"), and Renal Care Group Northwest, Inc., a Delaware corporation, d/b/a Fresenius Kidney Care Grays Harbor ("**Tenant**").

#### ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING

1.1. <u>Construction of Shell Building</u>. 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 <u>Exhibit B</u> 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 <u>Exhibit B</u>, the Construction Drawings shall govern.

The building to be constructed by Landlord shall contain approximately 11,000 square feet to be leased hereunder to Tenant (the "Premises" or "Building") on the property located on the southwest corner of Sumner Avenue and N. Thornton Street, known as Lots 1-11, inclusive, and Lots 15-22, inclusive, Block 12, Rices Addition to Aberdeen, City of Aberdeen, Grays Harbor County, Washington (the "Property"). The Premises and Property are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

1.2. <u>Commercially Reasonable Efforts Required; Substantial Completion</u>. Attached hereto as <u>Exhibit B-1</u> 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 <u>Exhibit B</u>, and (ii) the applicable local governmental authority issues a temporary certificate of occupancy or shell certificate of occupancy, if applicable.

EDCSF#	Timeframe	Development Task
1.2.1	Within 30 days after	Landlord shall close on the Property and
1.2.1	Landlord's receipt of the	confirm said closing to Tenant in writing;
	Building Permit.	("Closing Date").
	Within 30 days after	Tenant shall provide Landlord its under
	Landlord's receipt of a	slab plumbing plans and specifications
1.2.2	signed Indemnification	("Plumbing Plan")
1.2.2	Agreement by the parties	
	to cover Landlord's costs	
	associated with Phase 2	

EDCSF#	Timeframe	Development Task	
1.2.3	Within 60 days after Landlord's receipt of the Plumbing Plan	•	
1.2.4	Within 5 business days of CD Delivery Date	Tenant's shall comment on or approve Construction Drawings. The date the Construction Drawings are approved by Tenant shall be referred to as the "CD Approval Date."	
1.2.5	Within 5 business days from the the CD Approval Date	Landlord shall submit for all applicable building permits to accomplish Substantial Completion Landlord's Work	
1.2.6		Landlord obtains Civil & Shell building permit ("Building Permit").	
1.2.7	Within 5 days from issuance of Building Permit.	Landlord shall break ground on construction of Building.	
1.2.8	Within 270 days of issuance of the Building Permit by the City of Aberdeen	Landlord Work and deliver Premises to	

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.

#### 1.3. Construction Drawings.

Landlord shall, in accordance with the Site Plan attached hereto as <u>Exhibit B-2</u>, and the Approved Floor Plan attached hereto as <u>Exhibit B-3</u>, 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 <u>Exhibit B</u>) ("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. <u>Cooperation</u>. 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. <u>Tenant's Right to Inspect and Access</u>. 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) day 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. <u>Material Inducement</u>. 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 Landlord has not: (A) received its Building Permit within 180 days from the date of application for the

Building Permit; or (B) break ground on construction of the Building within 30 days of issuance of the Building Permit; or (C) does not Substantially Complete Landlord's Work within 390 days from the issuance of the Building Permit.

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. <u>Re-measurement</u>. 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 <u>Exhibit C</u>. Notwithstanding the foregoing, remeasurement shall not increase or decrease the amount of Base Rent under this Lease.
- 1.9. <u>Tenant Improvements</u>. 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. <u>Construction Requirements</u>. 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. <u>Lease of Premises</u>. 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. <u>Lease Term</u>. The term of this Lease shall be for fifteen (15) 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

### 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 are Foot	Monthly Base Rent	Annual Base Rent
1	\$ 37.30	34,189.04	410,268.47
2	\$ 37.93	34,770.25	417,243.03
3	\$ 38.58	35,361.35	424,336.17
4	\$ 39.23	35,962.49	431,549.88
5	\$ 39.90	36,573.85	438,886.23
6	\$ 40.58	37,195.61	446,347.29
7	\$ 41.27	37,827.93	453,935.20
8	\$ 41.97	38,471.01	461,652.10
9	\$ 42.68	39,125.02	469,500.18
10	\$ 43.41	39,790.14	477,481.69

11	\$ 44.15	40,466.57	485,598.87
12	\$ 44.90	41,154.50	493,854.06
13	\$ 45.66	41,854.13	502,249.57
14	\$ 46.44	42,565.65	510,787.82
15	\$ 47.22	43,289.27	519,471.21

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. <u>Calculation and Adjustment of Base Rent</u>. The parties agree that the Base Rent set forth in Section 3.1 above is based on an Estimated Total Project Cost of \$5,033,969 times a rent constant of 8.15%, which includes estimated hard construction costs of \$2,995,000, as set forth on Exhibit F attached hereto. 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, futher 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. <u>Base Rent for Option Terms</u>. 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. <u>Fair Market Value</u>. Fair Market Value shall be defined as the then fair market rental value of an improved space and served by the utilities detailed in <u>Exhibit B</u> 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. <u>Determination of Fair Market Value</u>. 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. <u>Late Payment of Base Rent</u>. 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. <u>Permitted Use</u>. Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility 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. <u>Condition of Premises; Repairs and Replacements</u>. 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. <u>General</u>. 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. <u>Alterations; Notification to Landlord Required</u>. 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. <u>Compliance with Laws and Insurance Requirements</u>. 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. <u>Manner of Construction and Payment</u>. 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. <u>Payment for Alterations</u>. 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 30<sup>th</sup> 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. <u>Tenant's Repair and Maintenance Obligations</u>. 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) <u>Payment of Estimated Maintenance Expenses</u>. On or before December 31<sup>st</sup> 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) <u>Annual Reconciliation of Maintenance Expenses</u>. On or before April 15<sup>th</sup> 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) <u>Landlord's Books and Records; Tenant's Audit Rights</u>. 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) <u>Resolution of Tenant's Audit</u>. 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) <u>Confidentiality</u>. 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) <u>Time Limitation to Bill Tenant for Maintenance Expenses</u>. 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) <u>Capital Expenditures</u>. Expenses incurred by Landlord that are considered to be capital improvements or capital replacements but that are not intended as a laborsaving 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. <u>Limitations on Repair and Maintenance Obligations and Defaults</u>. 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. <u>Landlord's Access to Premises</u>. 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. <u>HIPAA Compliance Provision</u>. 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. <u>Method of Entry</u>. 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. <u>HVAC</u>. 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. <u>Utilities and Services</u>. 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-houra-day, 7-day-a-week basis.
- 9.3. <u>Payment of Utility Charges</u>. 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. <u>Interruption of Utility Services</u>. 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. <u>Payment of Tax Expenses</u>. 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.
- 10.3. <u>Payment of Personal Property Taxes</u>. 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. <u>Tenant's Insurance</u>. 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. <u>Landlord's Insurance</u>. 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. <u>Waivers</u>. 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. <u>Definition of Hazardous Materials</u>. 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. <u>Tenant's Use of Hazardous Materials</u>. 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. <u>Notification to Other Party</u>. 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. <u>Remediation Obligations</u>. 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. <u>Indemnifications</u>. 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. <u>Medical Waste</u>. 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. <u>Indemnification by Tenant</u>. 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. <u>Indemnification by Landlord</u>. 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. <u>Partial Damage or Destruction</u>. 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. <u>Complete Damage or Destruction</u>. 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. <u>Damage Near End of Term</u>. 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. <u>Effective Date of Termination; Rent Apportionment</u>. 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.

#### **ARTICLE 15 - CONDEMNATION**

- 15.1. <u>Condemnation</u>. 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. <u>Apportionment of Base Rent</u>. 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. <u>Restriction on Landlord's Right to Alienate Property</u>. 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.
- 16.2. <u>Restricted Transfers by Tenant</u>. 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. <u>Standard of Landlord's Reasonableness</u>. 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. <u>Release of Tenant</u>. 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. <u>Permitted Transfers by Tenant</u>. 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. <u>Right to Collect Base Rent</u>. 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. <u>Default by Tenant</u>. 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. <u>Landlord's Remedies on Tenant's Default</u>. 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. <u>Default by Landlord</u>. 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 infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 17.3, Tenant shall have the right to exercise its rights pursuant to Section 17.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to commence to repair the same within five (5) business days, and is diligently and continuously attempting to complete the cure as soon as reasonably possible.

17.4. <u>Tenant's Right of Self Help</u>. 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. <u>Holdover Rent</u>. 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. <u>Limitation on Tenant's Liability for Holdover</u>. 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. <u>Surrender of Premises</u>. 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. <u>Removal of Tenant's Trade Fixture and Personal Property</u>. 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. <u>Removal of Tenant Alterations</u>. Tenant shall have the right, but not the obligation, to remove Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Article 5 of this Lease. In the event that Tenant removes any Alterations pursuant to this Section 19.3, Tenant shall, at Tenant's expense, repair all damage to the Building and the Premises resulting from such removal. In the event Tenant does not remove any Alterations prior to the expiration or earlier termination of this Lease, such Tenant Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

#### ARTICLE 20 - ESTOPPEL CERTIFICATES

20.1. <u>Obligation to Provide Estoppel Certificates</u>. 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. <u>Automatic Subordination of this Lease</u>. 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. <u>Non-Disturbance and Attornment</u>. 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. <u>Modifications of Lease Required by Landlord's Lender</u>. 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. <u>Force Majeure</u>. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, 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. <u>Building Name</u>; <u>Landlord's Signage Rights and Obligations</u>. 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. <u>Tenant's Signage Rights</u>. 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. Notwithstanding the foregoing, Landlord hereby consents to Tenant's approved signage criteria provided by Tenant and as outlined in Exhibit H attached hereto, if any. 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 <u>Compliance with Laws</u>. 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. <u>Removal of Tenant's Signs Upon Lease Termination</u>. 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. <u>Grant of Parking Rights</u>. 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 <u>Exhibit B</u>. 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. <u>Brokers</u>. 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, other than Layton Lane Partners, Inc. ("Broker"). 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, other than Broker. The terms of this Article 25 shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 26 - MISCELLANEOUS PROVISIONS**

- 26.1. <u>Quiet Enjoyment</u>. 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. <u>Minimization of Interference</u>. 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. <u>Application of Payments; No Accord and Satisfaction</u>. 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. <u>No Waivers</u>. 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. <u>Recording—Memorandum of Lease</u>. 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. <u>Authority</u>. 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. <u>Binding Effect</u>. 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. <u>Attorney Fees and Costs</u>. 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. <u>Interpretation of Lease Provisions</u>. 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 herby 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. <u>Severability</u>. 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. <u>Exhibits; Entire Agreement; Amendments</u>. 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. <u>Notices</u>. 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:

Aberdeen 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: Renal Care Group Northwest, Inc.

At the Premises

with a copy to: Renal Care Group Northwest, Inc.

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. <u>Consents</u>. 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. <u>Conditions, Covenants and Restrictions Affecting Title</u>. Landlord hereby represents and warrants to Tenant that, except as provided in <u>Exhibit D</u>, 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 <u>Exhibit D</u>.
- 26.19. *Guaranty*. This Lease shall be guaranteed by Fresenius Medical Care Holdings, Inc. in the form attached hereto as Exhibit E.
- 26.20. <u>Landlord Partnership Structure</u>. 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. <u>W-9</u>. In connection with Tenant's payment of Base Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as <u>Exhibit G.</u>
- 26.23. <u>CON Contingency</u>. 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.
- 26.24. <u>Shared Values</u>. 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 antibribery 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.

SIGNATURE PAGE TO FOLLOW

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

LANDLORD:

TENANT:

Aberdeen Renal Construction LLC

Renal Care Group Northwest, Inc.

Name: Andrew T. Carnahan

Title: President

Name: Karen A. Gledhill

Title: Senior Vice President

Marin A Hidliel

[Landlord Acknowledgement to Lease Agreement]

STATE OF COLORADO

COUNTY OF DENVER

SS.

On this 27th day of November, 2019, the undersigned officer, personally appeared Andrew T. Carnahan, as the President of Aberdeen Renal Construction LLC, a Colorado limited liability company, on behalf of the company. He is personally known to me or has produced as identification.

(Signature of Notar

PATRICIA E. COFFEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164007932
MY COMMISSION EXPIRES 02-29-2020

## [Tenant Acknowledgement to Lease Agreement]

COMMONWEALTH OF

MASSACHUSETTS	SS.
COUNTY OF MIDDLEX	
person who appeared before me, instrument, on oath stated that acknowledged it as the	is the and said person acknowledged that said person signed this said person was authorized to execute the instrument and ee and voluntary act of such limited liability company for the instrument.
Dated this <u>A</u>	day of November, 2019.  (Signifure of Notary)
	Nanan Magante
	(Legibly Print or Stamp Name of Notary)
	Notary public in and for the Commonwealth of Massachusetts, residing at Hollesex Coard
	My appointment expires $12-11-2020$ .
	MARIAN MORGANTE Notary Public Massachusetts Commission Expires Dec 11, 2020

## **EXHIBIT A**

## DESCRIPTION OF PREMISES AND PROPERTY

Lots 1-11, inclusive, and Lots 15-22, inclusive, Block 12, RICES ADDITION TO ABERDEEN, City of Aberdeen, Grays Harbor County, Washington.

#### **EXHIBIT B**

## IN-CENTER BUILDING SHELL EXHIBIT "PREMISES"

## **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

ocation address:		
ocation 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	SITEWORK				
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	
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)

			1		
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			
36		MISCELANEOUS 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	2	
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, HUMIDITY CONTROL	X	1	Phase 1: Equipment Installation
51	15	HVAC NEW PENETRATIONS FOR EXHAUST FANS	X	1	
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 PATHWAYS, GENERAL YARD)	X	2	
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 WATER TIGHT 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.
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 Comp	oleted 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 resolve of all outstanding or noted deficient items within 10 working days.

## **DIVISION 2-SITEWORK:**

- 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)		Tumber 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 Work Day)	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)	400	600	800	1000	1200	1200	1400	1600	2000	2500
50. 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	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 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)	200	300	350	400	500	600	700
50. 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	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 4"	(2) 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 and 30 g.p.m. 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.
- \*\* 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 <u>aisles</u> 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 62.
- 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 (porte-cochere) 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 in to porte-cochere ceiling to meet NFPA 13 and all state and local codes. Provide painted metal bollards to protect the walkway, porte-cochere columns, patient entrance, and all emergency exit doors if located adjacent to parking or driveways. 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, side walk illumination, drop off & delivery area illumination, and building mounted lighting. Lighting at every point within a means of egress leading from the building exit to a public way shall be illuminated with a 2 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 INDENTIFICATION: 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 sign posts.

- 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 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 1/4" per ft to drain at Tenant emergency shower drain. Water treatment area floors shall be rated at 10 PSF minimum. 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.

## **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. MISCELANEOUS 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 use of silicate admixtures to concrete; namely Barrier One, SCP-327 or any similar silicate-based product. 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.
- 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 <a href="https://www.bestaccessdoors.com">www.bestaccessdoors.com</a> 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 RECS 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 sign posts. 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 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) Heating: 72°, *Cooling* 74°, inside to be designed using ASHRAE Climatic Conditions for area and energy code 90.1.
- 4) Humidity Control: system must always maintain humidity levels below 60% 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;
    - ii. Separate roof penetrations for direct enclosed combustion supply and exhaust venting to the exterior;
    - iii. Follow all manufacturer's guidelines for combustion air and exhaust air ducting;
    - iv. 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 (855) 324-7899 or NSCservice@ferguson.com

Fixture Number	Fixture Type	Clinic Location	Manuf/Model No.	Other Info
P-16	floor sink	treatment floor	Mifab FS520-30	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	
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
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.
  - 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, side walk 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 50K VF MVOLT DDBXD		LED	YES	WALL PACK	EXTERIOR
L-15	Lithonia	TWH-LED 30C 1000 40K T3M MVOLT ELSW DDBXD		LED	YES	WALL MOUNTED	EXTERIOR
						EXTERIOR ENTRY	ENTRY
L-16	Gotham	EVO 35/25 8 AR MWD LSS 120 EZ10	8"	1		RECESSED 8" LED	UNDER
		EVO 35/25 8 AR MWD LSS 120 EZ10 ELR	8"	1	YES	DOWN LIGHT	PORTE COCHERE

- 60. CONDUIT FOR LOW VOLTAGE (PHONE, CABLE OR SATELITE TV, INTERNET: Provide 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. TELEVISION SERVICE CONDUIT TO ROOF INCLUDING WATER TIGHT 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.
- **62.** 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.
- 63. POWER TRANSFORMER(S): If local utility company requires installation of a power transformer, coordinate installation location and pay for any charges.
- **64.** 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.

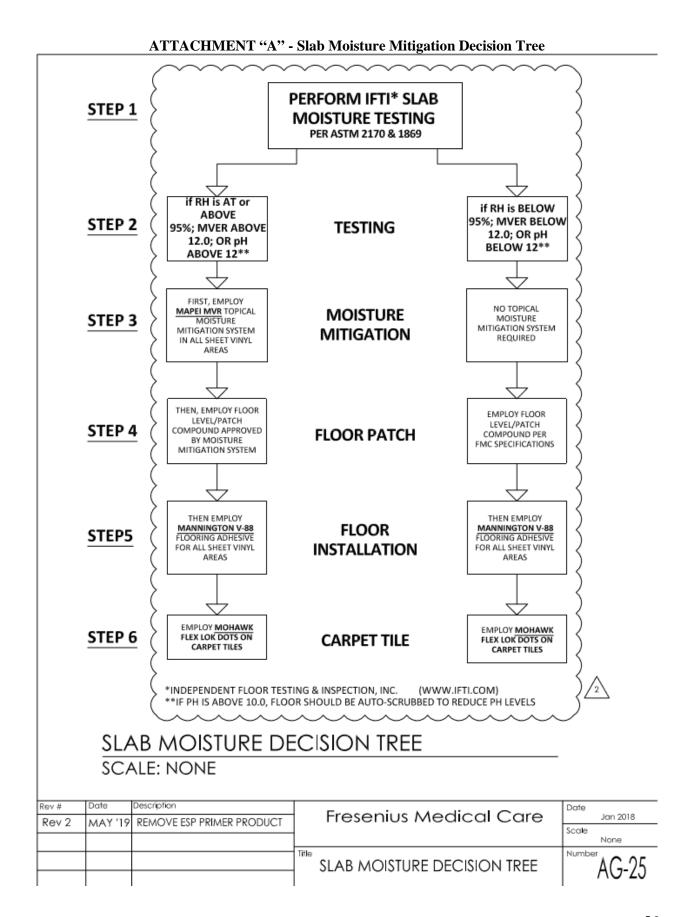
65. INSTALLATION OF AUTOMATIC TRANSFER SWITCH ("ATS") INLINE WITH SERVICE POWER: Landlord agrees to coordinate with Tenant for mutually acceptable wiring diagram, location of conduits and devices. Work includes installation of Tenant provided ATS inline and wiring service to main distribution panel ("MDP"). 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.

- 66. 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.
- 67. 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 "A1" HIGH RISK SLAB MOISTURE MAP

# **HIGH RISK SLAB MOISTURE MAP**



## **ATTACHMENT "B" - Exterior Door Hardware**

#### HW SET 1: 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 2: SECURE ENTRANCE - ALUM SGLE WITH ACCESS CONTROL PANIC DEVICE - STAFF ENTRANCE

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

## $HW\ SET\ 3:\ SECURE\ ENTRANCE\ -\ HOLLOW\ METAL\ SGLE\ WITH\ ACCESS\ CONTROL\ PANIC\ DEVICE\ -\ STAFF\ ENTRANCE$

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 4: 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

# $\hbox{HW SET 5: EMERGENCY EXIT/EGRESS DOOR - HOLLOW METAL SGLE WITH RIM PANIC HARDWARE-$\bf EMERGENCY EXIT} \\ {\bf 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 6: SECURE ENTRANCE - HOLLOW METAL PR WITH PANIC DEVICE NIGHT LATCH FUNCTION X FLUSH BOLT – **DELIVERY DOORS**

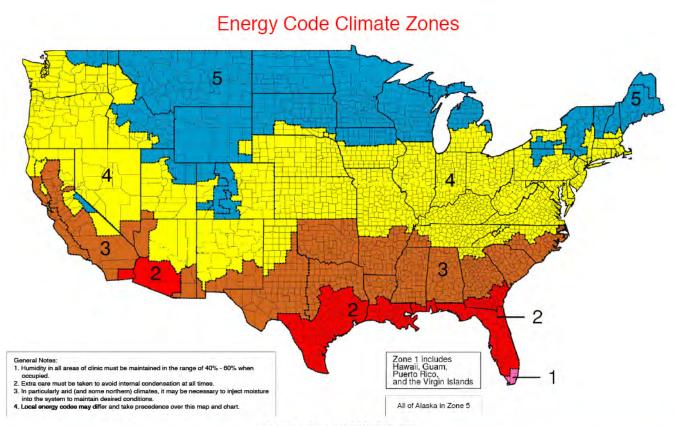
6	EA	HINGES	B1191 4-1/2 X 4-1/2 NRP	IVE
2	EA	AUTO FLUSH BOLT	FB31B	IVE
1	EA	DUST PROOF STRIKE	DP1	IVE
1	EA	PANIC DEVICE	9875EO	VON
1	EA	LOCK GUARD	LG12	IVE
2	EA	CLOSER (HOLD OPEN)	SC71 HO/DS	FAL
2	EA	ARMOR PLATE	8400 30" X 1" LDW	IVE
1	SET	SEALS	290AV	PEM
2	EA	DOOR SWEEP	368DN	PEM
1	EA	THRESHOLD	1715	PEM
1	SET	DOOR COORDINATOR	COR72	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**



#### 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 Req	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)

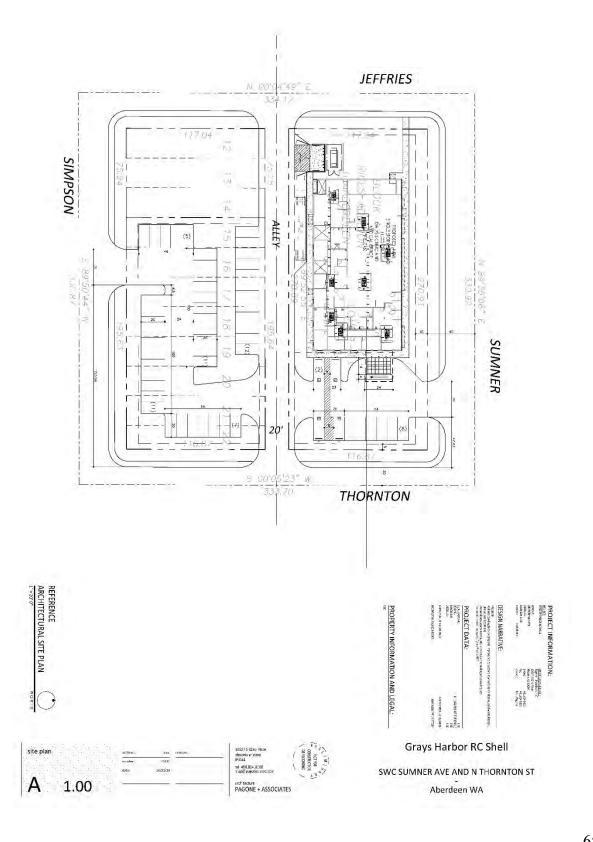
Changing Room	-	-	2	6	-	-	
Clean Utility	1	1	2	4	-	-	
Exam Room	-	-	2	6	-	-	
General Office Types	1	5	-	-	0.06	-	2
HH/CAPD Training Room	-	-	2	6	-		
Separation Room	-	-	2	6	-	-	
Vending	-	-	-	-	0.06	-	
Corridors (25% of Other Areas)	-	-	-	-	0.06	-	

#### 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.

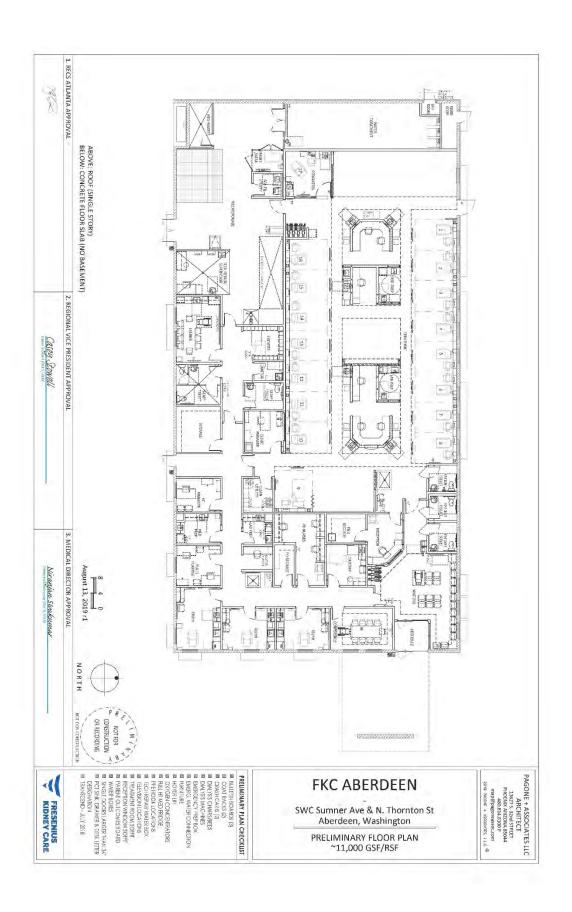
#### **EXHIBIT B-2**

#### SITE PLAN



#### **EXHIBIT B-3**

#### **FLOOR PLAN**



#### **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, truction LLC ("Landlord") and Renal Care Group
Northwest, Inc.("Tenant").	truction LLC ( Landiord ) and Renai Care Group
WHEREAS, the parties entered in "Lease"), attached hereto and incorporated certain property situated at approximately square feet (the "Property of the property of the square feet)	to a lease dated, 201, (the d by reference, in which Landlord leased to Tenant that, containing remises").
WHEREAS, Landlord and Tenant other facts concerning the Lease.	desire to confirm the Commencement Date and certain
•	ration of the mutual covenants herein contained and ne parties hereto incorporate the following into the terms
1. The actual rentable square footage of the rentable square feet and	e Building is square feet. The Premises contain useable square feet.
, 201 . T	Complete according to the terms of the Lease on the Commencement Date of the Lease is The Expiration Date of this Lease is
• •	to the Lease contained in this Commencement Date nain unchanged, and are hereby ratified, republished and Agreement.
IN WITNESS WHEREOF, Landlord and year first hereinabove written.	Tenant have duly executed this Lease as of the date and
LANDLORD:	(DECNIA NICO
	TENANT:
Aberdeen Renal Construction LLC	Renal Care Group Northwest, Inc.
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, Renal Care Group Northwest, Inc. ("Tenant"), a Delaware limited liability company, under a lease between Tenant and Aberdeen Renal Construction LLC ("Landlord"), dated \_\_\_\_\_November 27\_\_\_, 2019 (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 27thday of November , 2019.

FRESENIUS	MEDICAL CARE HOLDINGS, INC.
By:	Karen a Hidhill
Print Name: _	/ Karen A. Gledhill
Title:	Senior Vice President
Dated:	11/27/2019

### **EXHIBIT F**

#### ESTIMATED TOTAL PROJECT COSTS

PCI  HealthDev LEASE RATE ANALYSIS					10/31/2019 Version #6
FKC Grays Harbor					
I NOT OTEMIT DEVELOT MENT	DeD 021		TOTAL	PER	%
			COST	SQ. FT.	OF TOTAL
	Total Sq. Ft.			11,000	
LAND COSTS	Purchase Price		\$800,000	TOTAL SF 72.73	
ZUND COSTS	Flood Zone Remediation / Demo / Asbestos		225,000	20,45	
	Land Purchase Option Payments		60,000	5.45	
	Real Estate Tax		25,000	2.27	
	Total Land	1-	\$1,110,000	\$100.91	22.05%
HARD CONSTRUCTION COSTS	Shell Costs		\$1,650,000	150,00	1,000
IMD CONSTRUCTION COSTS	City & Tap Fees		200,000	18.18	
	Connection / Agency Fees		25,000	2.27	
	Testing		20,000	1.82	
	Site Costs		1,100,000	100.00	
	HVAC Allowance		0	0.00	
	T1 Allowance		0	0.00	
	Total Hard Costs	_	\$2,995,000	\$272.27	59.50%
SOFT DEVELOPMENT COSTS	Design Subtotal		\$185,559	16.87	
	Architectural	105,700	75754557	9.61	
	Civil Engineering	65,859		5.99	
	M/E/P Engineering (Included in Arch)	0		0.00	
	Structural Engineering (Included in Arch)	0		0.00	
	Landscape/Irrigation Design	6,500		0.59	
	Contract Administration	7,500		0.68	
	ALTA Land Survey		7,412	0.67	
	TOPO Land Survey		5,000	0.45	
	Soil / Geotech Report		28,900	2.63	
	Environmental Reports		39,500	3.59	
	Bank / 3rd Party Inspection Fees		6,000	0.55	
	Appraisal / Feasibility		5.000	0.45	
	Travel / Meeting with City Officials		15,000	1.36	
	Temp Utilities		5,000	0.45	
	Entitlements (Zoning Report, Replat, etc.)		8,250	0.75	
	Developer Reimbursables		2,500	0.23	
	Total Soft Costs	145	\$308,121	\$28.01	6.129
CONSTRUCTION MANAGEMENT FEE	Construction Management Fee		\$146,620	13.33	2.919
FINANCING, LEGAL, INSURANCE & OTHER	Title / Recording / Closing Cost		10,000	0.91	
Antonia de la constanta de la	Loan Origination Fee		\$38,858	3.53	
	Construction Loan Interest		\$210,370	19.12	
	Lease Broker Commission		40,000	3.64	
	Legal		30,000	2.73	
	Insurance		25,000	2.27	
	Total Financing, Legal, Insurance & Other Costs	-	\$354,228	\$32,20	7.04%
DEVELOPMENT OVERHEAD	Development Overhead		\$120,000	S10.91	2.38%

DEVELOPMENT FEE  CONSTRUCTION MANAGEMENT FEE  TOTAL DEVELOPMENT COSTS	\$120,000 \$146,620 \$5,033,989	FINAL LEASE RATE	\$37.30
SOFT DEVELOPMENT COSTS FINANCING, LEGAL, INSURANCE & OTHER	\$308,121 \$354,228	LEASE RATE	\$37.30
LEASEHOLD IMPROVEMENTS ("LH")	\$0	ANNUAL RENT	\$410,268
HARD CONSTRUCTION COSTS	\$2,995,000	RENT CONSTANT	8.15%
LAND COSTS	\$1,110,000	SHELL COST	\$5,033,969

#### **EXHIBIT G**

#### W-9 FORM

### EXHIBIT G

#### W-9 FORM

Form W-9
(Rev. December 2014)

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Departe	ecember 2014) sont of the Treasury Revenue Service	Identification Number		lon	1	send to the IRS.
	1 Norne (as shown	on your Income tax return). Name is required on this line; do	not leave this line blank.			
ļ		al Construction LLC				
page 2.	2 Business name/o	ilsregarded entity name, if different from above				
Print or type Re Instructions on pa	Individual/sole single-membe	te box for fectoral tax classification; check only one of the fo proprietor or Corporation Scorporation r LLC company, Enter the tax classification (C=C corporation, S=	n Partnership	Trust/estate	certain anti instructions	ons (codes apply only to fies, not (notwiduals; see s on page 3); ree code (if any)
at or th	Note, For a si	glo-member LLC that is disregarded, do not check LLC; the salion of the single-member owner.			Examption code (if any	from FATGA reporting
£ 5	Other (see less				,	contemplated construction (I.S.)
70		, efreet, and apt. or suits no.) Il Expressway, Suite 200	Requ	rester's name a	nci acidress	(optional)
See S	6 City, state, and 2	IP code				
∞ (	Dallas, TX 752	13				
		ber(s) here (optional)				
Part		er Identification Number (TIN)				
Enter y	rour TIN in the app withholding. For	propriete box. The TiN provided must match the name individuals, this is generally your social security num	e given on line 1 to avoid	Social sec	urity numbe	or Control
resider entitles	st alien, sole prop s, it is your emplo	rietor, or digregarded entity, see the Part I instruction ver identification number (EIN). If you do not have a n	s on page 3, For other		] - [	
T/N on	page 3.			or		
Note.	f the account is in	more than one name, see the instructions for line 1	and the chart on page 4 for	Employer	identificatio	on mumber
guideu	nes on whose nu	nder to enter.		B 2	1 6	5 4 1 8 4
Part	Certific	ation				
Under	penalties of perju	y, I certify that:				
1. The	number shown c	n this form is my correct taxpayer identification numi	ber (or I am waiting for a nu	mber to be iss	sued to me	); and
Sen	vice (IRS) that I ar	uckup withholding because: (a) I am exempt from bai in subject to backup withholding as a result of a failur backup withholding; and	kup withholding, or (b) I ha e to report all interest or div	ve not been n idends, or (c)	otified by t the IRS he	the internal Revenue is notified me that I am
		other U.S. person (defined below); and	4.5 PAROA N			
		ntered on this form (if any) indicating that I am exemp			h amblant t	a bankun wilhkaldina
becaus Interes genera Instruc	e you have failed t paid, acquisition	ns. You must cross out item 2 above if you have bee to report all interest and dividends on your tax return or abandonment of secured property, cancellation or ar than interest and dividends, you are not required to	n. For real estate transaction of debt. contributions to an i	ns, item 2 doe ndividual retir	s not apply ement arra	y. For mortgage angement (IRA), and
Sign Here	Signature of U.S. person	abrol	Date▶	May 25, 2	2017	***************************************
	eral Instruc		Form 1098 (home martgage (luition)	interest), 1098	-E (student l	loan interest), 1099-T
Future (	developments. Info	e Internal Revenue Code unless otherwise noted, mation about developments affecting Form W-9 (auch we release it) is at www.irs.gov/lw9,	<ul> <li>Form 1099-C (canceled del</li> <li>Form 1099-A (acquisition of</li> </ul>		of secured p	property)
	ose of Form	на навава IQ за на минола донома,	Use Form W-8 only if you a provide your correct TIN.	re a U.S. perso	n (kicluding	a resident allen), to
An indiv	idual or entity (Form	W-9 requester) who is required to file an information ain your correct texpayer identification number (TIN)	If you do not return Form V to backup withholding. See V	l'-9 to the reque Vhat is backup v	ster with a 7 vithheiding?	'iNi, you might be subject ' on page 2.
which m	nay be your social so	curity number (SSN), individual texpeyer identification sayer identification number (ATIN), or employer	By elgring the fitled-out for	m, you:		
identifica you, or o	ation number (EIN), olihar amount report	to report on an information return the amount paid to able on an information return, Examples of Information	<ol> <li>Certify that the TIN you a to be issued),</li> </ol>			-
		imited to, the following:	<ol> <li>Certify that you are not s</li> <li>Claim exemption from bit</li> </ol>			
	1099-INT (interest a: 1099-DIV (dividends	med or pa(d) , including those from stocks or mutual funds)	applicable, you are also certil any partnership income from	lying that as a t	),S, person,	your allocable share of
		types of Income, prizes, awards, or gross proceeds)	any partnership income from withholding tax on foreign pa	a U.S. trade or riners' chare of	business is a effectively of	not subject to the contected income, and
• Form brokets)	1099-13 (stock or mu	lual fund sales and certain other transactions by	Gertify that FATCA code exempt from the FATCA report	(ki) enlered on t rting, is correct	his form (If a	ny) indicating that you are
		om real estate fransections) and third party network transactions)	page 2 for further information	l.		

Cal, No. 10231X

Form W-9 (Rev. 12-2014)

### EXHIBIT H

#### APPROVED SIGNAGE CRITERIA



# SIGNAGE STANDARDS

(\*Overview of entire package to be supplied by signage vendor)

**Issued April 2017** 



FRESENIUS MEDICAL CARE

**Peachtree Business Center** 

Type: EV (Evacuation Signage)

### **INSTALLED EXAMPLE**

page 2 of 13

#### Sign Specs

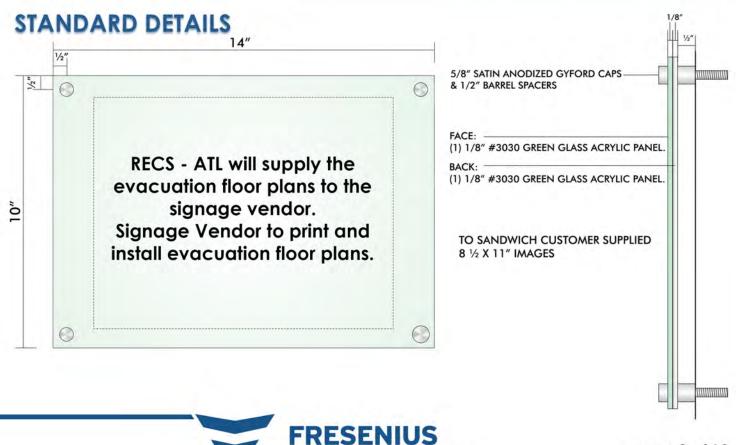
Size: 10" x 14" overall

(2) panels of 1/8" laser cut #3030 green edge glass look acrylic with 4 holes per face

(4) 1/2" satin aluminum barrel spacers for mounting

Evacuation Plan to be printed on 80 lb bright white 8 1/2" x 11" cardstock





**MEDICAL CARE** 

Type: ST (Stairwell Signage)

### **STANDARD**

### **INSTALLED EXAMPLE**





#### Sign Specs

Frame: satin aluminm curves

Endcaps: black

Insert: 0.040" clear non glare lense

Card stock printed insert with background image only

Pictogram & copy: 1/32" raised matte black copy

Braille: 1/32: clear



Type: RR (Restroom Signage)

#### STANDARD





### Sign Specs

Frame: satin aluminm curves

Endcaps: black

Insert: 0.040" clear non glare lense

Card stock printed insert with background image only

Pictogram & copy: 1/32" raised matte black copy

Braille: 1/32: clear



Type: R (Room Signage)



### **Applicable Rooms**

Offices
Huddle Rooms
Conference Rooms
Copy Areas
Pre-Function Areas

### **INSTALLED EXAMPLE**



### Sign Specs

Frame: satin aluminm curves

Endcaps: black

Insert: 0.040" clear non glare lense

Card stock printed insert with background image & room name

Pictogram & copy: 1/32" raised matte

black copy

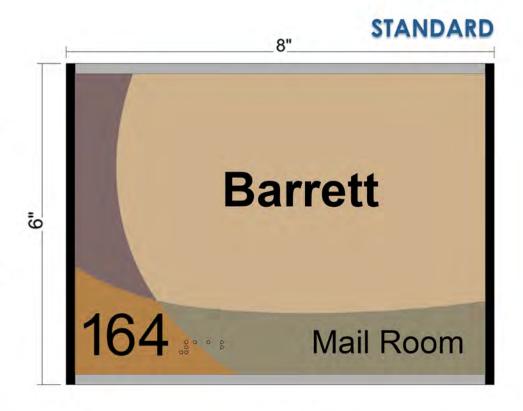
Braille: 1/32: clear



Type: RT (Room Signage)

### **Applicable Rooms**

Training Class Room
Galley
Storage
IT Rooms
Wellness Room
Pantries
Cafeteria/ Staff Lounge
Mail Room



#### INSTALLED EXAMPLE



#### Sign Specs

Frame: satin aluminm curves

Endcaps: black

Insert: 0.040" clear non glare lense

Card stock printed insert with background, room name, & room type

Room # & copy: 1/32" raised matte black

copy

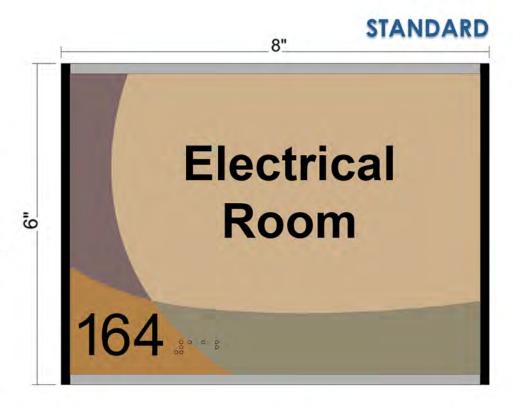
Braille: 1/32: clear



Type: RS (Room Signage)

### **Applicable Rooms**

Electrical Room
Janitorial Room
Phone/ SVC Room
Water Heater Room
Elevator/ Machine Room



#### INSTALLED EXAMPLE



#### Sign Specs

Frame: satin aluminm curves

Endcaps: black

Insert: 0.040" clear non glare lense

Card stock printed insert with background image only

Room # & copy: 1/32" raised matte black

copy

Braille: 1/32: clear



Type: C (Cubical Signage)

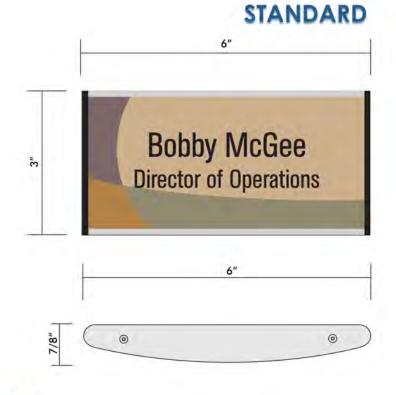
#### Sign Specs

Frame: Vista Stystems - Nova Series WFNP23U Vertical Wall Frame

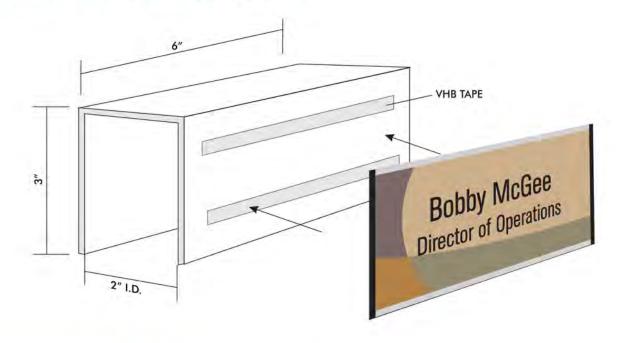
- 1. VN170: Aluminum sign holder extrusion, planform style.
- 2. CCVN170: Clear cover (non glare) for VN170 extrusion
- 2 MECVN170: Aluminum endcaps for VN170 extrusion

**Insert:** Card stock printed insert with names and titles

Mounting: clear acrylic bent cubical hanger

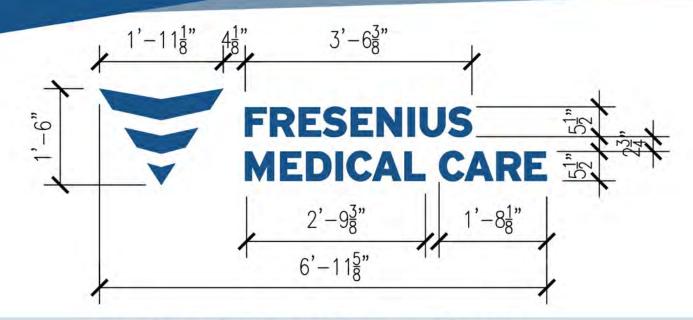


### HANGER CLIP TO FIT 2" CUBICAL





Type: T (Training Room)

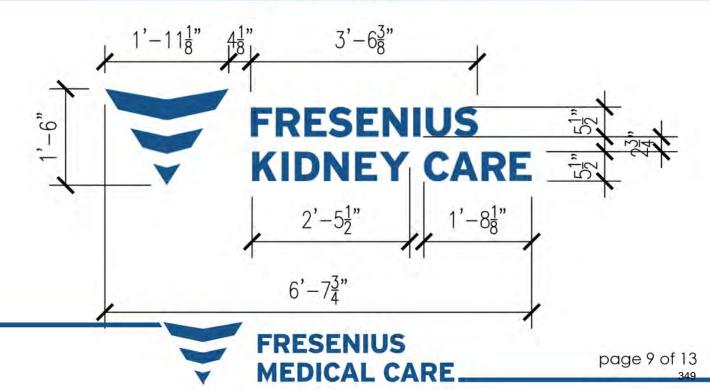


### Fresenius Medical Care VS Fresenius Kidney Care

It will always be one or the other, never both
This is to be determined by the local stakeholders

#### **Specs for Signage**

1/2" Flat cut out acrylic letters in PMS 286C Blue VHB tape and silicone applied



Type: PP (Patient Profiles)

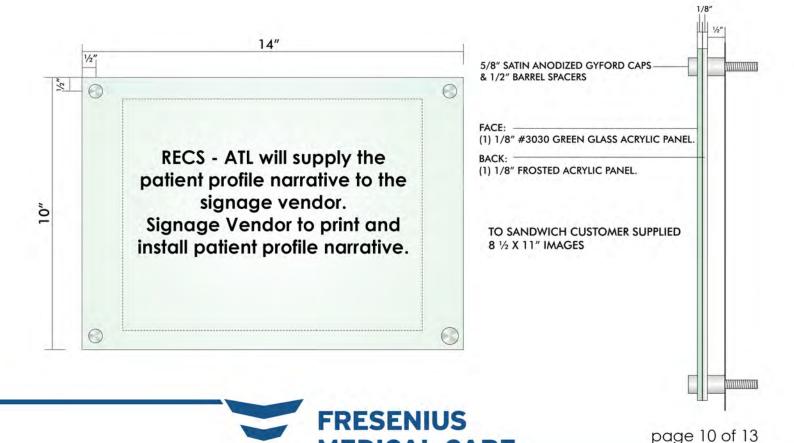
#### Sign Specs

Size: 10" x 14" overall

- (1) panels of 1/8" laser cut #3030 green edge glass look acrylic with 4 holes per face
  - (1) panel of 1/8" laster cut frosted acrylic
  - (4) 1/2" satin aluminum barrel spacers for mounting

Patient Profile Narrative to be printed on clear transparency paper





**MEDICAL CARE** 

Type: MS (Mission Statement)

#### Sign Specs

All Letters to be 1/4" flat cout out acrylic in PMS 286C Blue

Applied with VHB tape and silicone to wallpaper mural printed by Wolf Gordon

Mission Statement 35%	Mission Statement 50%	Mission Statement 100%
MS35	MS50	MS 100
Font: Century Gothic Bold	Font: Century Gothic Bold	Font: Century Gothic Bold
Size: 3 1/8" in CAD	Size: 4.5" in CAD	Size: 9" in CAD



100% Sizing -MS100



50% Sizing -MS50



35% Sizing -MS35





Type: EB (Expected Behavior)

### Sign Specs

All Letters to be 1/4" flat cut out acrylic in PMS 286C Blue

Applied with VHB tape and silicone to wallpaper mural printed by Wolf Gordon

Expected Behaviors 50%	Expected Behaviors 100%
EB50	EB100
Header of Mural	Header of Mural
Font: Century Gothic Bold	Font: Century Gothic Bold
Size: 2" in CAD	Size: 4" in CAD
Field of Mural	Field of Mural
Font: Century Gothic Bold	Font: Century Gothic Bold
Size: 1.25" in CAD	Size: 2.5" in CAD



100% Sizing -EB100



2 1/2" F R E S E N I U S

50% Sizing -EB50





Type: CV (Core Values)

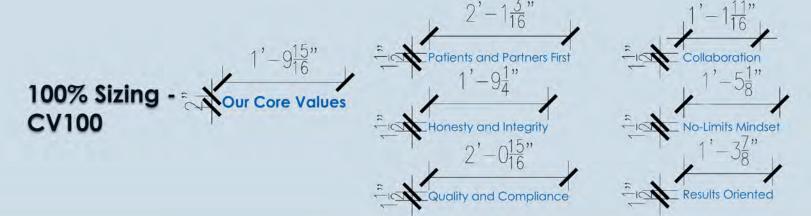
### Sign Specs

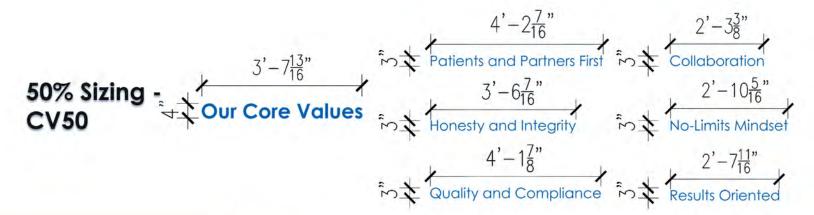
All Letters to be 1/4" flat cut out acrylic in PMS 286C Blue

Applied with VHB tape and silicone to wallpaper mural printed by Wolf Gordon

Core Values 50%	Core Values 100%
CV50	CV100
Header of Mural	Header of Mural
Font: Century Gothic Bold	Font: Century Gothic Bold
Size: 2" in CAD	Size: 4" in CAD
Field of Mural	Field of Mural
Font: Century Gothic	Font: Century Gothic
Size: 1.5" in CAD	Size: 3" in CAD









# Exhibit 10D. Zoning Documentation

# City of Aberdeen



#### Community Development Department 200 East Market Street • Aberdeen, WA 98520-5242 PHONE (360) 537-3238 • EMAIL Iscott@aberdeenwa.gov FAX (360) 537-3350 • TDD (360) 533-6668

May 16, 2019

Layton Lane Partners, Inc. Jim Greene 1220 E. Layton Avenue Cherry Hill Village, CO 80113

RE: Fresenius Kidney Care

Parcel No.'s: 026401201700, 026401201500, 026401200101, 026401200102, 026401202100,

026401200900, 026401200700 and 026401201900

Dear Jim.

Thank you for the email. Hopefully the information listed below is what you were looking for. Please let me know if you need any additional information.

The above referenced properties lie within the General Commercial Zone (GC) and are classified as a personal and professional service per our city code ( $AMC\ 17.04.070-68$ ) and is an outright permitted use in the MI zone ( $AMC\ 17.36.020\ B$ ).

#### The proposed use of the property for a kidney dialysis facility is:

_X	_A permitted use by right in the Zone
	Permitted upon obtaining a Special Use Permit
	Permitted upon obtaining a Variance
	_ Not permitted
The	ere is not Variance or Special Use Permit required for this project. (AMC 17.24.020 D)

#### Parking Requirements:

The parking requirements for the commercial use classified as personal and professional service is required to be at a ratio of one (1) space per three hundred (300) feet of gross floor area. (AMC 17.60.040 A)

#### Landscaping Requirements:

In the GI zone, Type III landscaping is required adjacent to all streets, except where permitted structures and driveways are proposed. (AMC 17.88.040 B).

Type III - See Through Buffer. Type III landscaping shall consist of a mix of evergreen and deciduous plantings including living trees, shrubs and ground covers. Plantings of shrubs and ground covers shall



#### Page 2

be chosen and spaced to result in a covering of the landscape strip within three years. Shrubs shall be of a type that do not exceed a height at maturity of approximately three to four feet. Deciduous trees shall have a minimum trunk diameter of one and three-quarter inches at time of planting, and be spaced so as to result in touching of branches after ten years of normal growth. Evergreen trees shall be a minimum of four feet tall at time of planting and spaced so as to result in a space between trees approximately equal to the mature spread of the trees used. See Figure L-1. (AMC 17.88.030 C)

#### Sign Requirements: (AMC Chapter 17.84)

The maximum advertising area permitted for any use shall be three hundred fifty (350) square feet. (17.84.050 B)

Additional zoning code information can be found at <a href="www.aberdeenwa.gov">www.aberdeenwa.gov</a>, under Municipal Code, Title 17, Zoning.

Again, please let me know if you have any additional concerns or questions. I may be reached at 360.537.3238 or by email at <a href="mailto:lscott@aberdeenwa.gov">lscott@aberdeenwa.gov</a>.

Thank you.

Sincerely,

Lisa Scott

Community Development Director

cc: Address File



# Exhibit 11. Non-Binding Contractor Letter



November 13, 2019

Chris King, RECS Project Manager Fresenius Medical Care 312 SE Stonemill Dr. Suite 115 Vancouver, WA 98684

Re: FMC Gray's Harbor Construction Budgets

Mr. King:

Please accept our budgetary construction costs for the **Gray's Harbor** dialysis unit RELOCATION being proposed to the State of Washington.

Building Shell and Site Costs \$2,886,091 Tenant Improvement Costs \$1,908,466

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, but do not include the following:

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

Please contact me should you have any questions 949.697.9621

Sincerely,

Chris Morris President



November 13, 2019

Chris King, RECS Project Manager Fresenius Medical Care 312 SE Stonemill Dr. Suite 115 Vancouver, WA 98684

Re: FMC Gray's Harbor Construction Budgets

Mr. King:

Please accept our budgetary construction costs for the **Gray's Harbor** dialysis unit EXPANSION being proposed to the State of Washington.

Building Shell and Site Costs \$108,909 Tenant Improvement Costs \$72,018

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, but do not include the following:

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

Please contact me should you have any questions 949.697.9621

Sincerely,

Chris Morris President

# Exhibit 12. Equipment List

# FKC Aberdeen - Equipment List

## Relocation

#### **Fixed Equipment**

Description	Quantity	Price Per Unit	Total Cost
30100 - Signage	1	\$12,500	\$12,500
Scale	2	\$3,049	\$6,098
34120 -Transfer Switch	1	\$11,249	\$11,249
34122 - Project Water Treatment Equipment	1	\$230,000	\$230,000
Security System	1	\$4,500	\$4,500
Subtotal Fixed Equipment			\$264,347
Sales Tax			\$23,606
Total Fixed Equipment			\$287,953

#### **Moveable Equipment**

Description Description	Quantity	Price Per Unit	Total Cost
Artwork/Furniture	Quantities		
HT Nurse	3	\$500	\$1,500
Chief Tech office and work	1	\$1,500	\$1,500
CM Office	1	\$2,350	\$2,350
Conf Room	1	\$1,000	\$1,000
Dr Exam Room	1	\$1,450	\$1,450
Locker area	1	\$650	\$650
Lounge	1	\$1,000	\$1,000
Multipurpose Office	1	\$2,250	\$2,250
Nurse Station	2	\$1,000	\$2,000
Receptionist	1	\$625	\$625
Storage Shelving	1	\$3,500	\$3,500
Waiting Room	1	\$7,700	\$7,700
Warehousing and delivery	1	\$3,000	\$5,000
Equipment			
34104 - Computer Equipment	5	\$1,000	\$5,000
Network Rack	1	\$3,472	\$3,472
34105 - TV's	24	\$1,106.25	\$26,550
34108 - T-Machine	4	Leased	
34111.a - Dialysis Beds (Nocturnal or By Request Only)	1	\$4,500	\$4,500
Dialysis Chairs	18	\$1,880	\$33,840
Hand Truck/Pallet jack	1	\$900	\$900
Crash Cart	1	\$750	\$750
IV Pump	1	\$1,500	\$1,500
O2 Concentrator	2	\$1,000	\$2,000
Telephone System	1	\$15,400	\$15,400
Subtotal Moveable Equipment			\$124,437
Sales Tax			\$11,112
Total Moveable Equipment			\$135,549

# **FKC Aberdeen - Equipment List**

## 5 Station Expansion

#### **Fixed Equipment**

Description	Quantity	Price Per Unit	Total Cost
34122 - Project Water Treatment Equipment	5	\$1,200	\$6,000
Subtotal Fixed Equipment			\$6,000
Sales Tax			\$536
Total Fixed Equipment			\$6,536

#### **Moveable Equipment**

Description	Quantity	Price Per Unit	<b>Total Cost</b>
<u>Equipment</u>			
34105 - TV's	5	\$1,200	\$6,000
34108 - T-Machine	5	Leased	
Dialysis Chairs	5	\$1,880	\$9,400
Subtotal Moveable Equipment			\$20,400
Sales Tax			\$1,822
Total Moveable Equipment			\$22,222

# Exhibit 13. Financial Commitment Letter



November 1, 2019

Department of Health Certificate of Need Program PO Box 47852 Olympia, WA 98504-7852

RE: Renal Care Group Northwest, Inc. Requesting to relocate and expand by an additional 5 stations in Grays Harbor County.

Dear Sir or Madam:

Please accept this letter as evidence of financial support for the certificate of need application by Renal Care Group Northwest, Inc an operating subsidiary of Fresenius Medical Care Holdings, Inc. ("Fresenius"), to relocate FKC Aberdeen and expand it by a further 5 stations.

Fresenius is pleased to commit from its corporate reserves, the funding for the estimated capital expenditures required for this heath care facility. Fresenius has sufficient cash reserves to fully fund the intended project.

Sincerely

Mark Fawcett

Senior Vice President & Treasurer

#### Exhibit 14A.

# Fresenius Medical Care's 2017 Annual Report featuring 2017 and 2016 Consolidated Financial Statements

Per correspondence with CON Program staff on November 26<sup>th</sup>, 2019, a printed copy of audited statements is not required. Please see the audited statements included as a supplemental PDF on the accompanying USB.

#### Exhibit 14B.

# Fresenius Medical Care's 2018 Annual Report featuring 2018 and 2017 Consolidated Financial Statements

Per correspondence with CON Program staff on November 26<sup>th</sup>, 2019, a printed copy of audited statements is not required. Please see the audited statements included as a supplemental PDF on the accompanying USB.

# Exhibit 15. Transfer Agreement

## AFFILIATION AGREEMENT

This AGREEMENT made as of this 30<sup>th</sup> day of April, 2015 ("Effective Date"), between Providence Health & Services – Washington d/b/a Providence St. Peter Hospital (hereinafter referred to as "Hospital") and Renal Care Group Northwest, Inc. (hereinafter referred to as "RCG"), an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America.

WHEREAS, RCG desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. 405.2160, and the Hospital is equipped and qualified to provide hospital care on an inpatient basis for such patients; and

WHEREAS, the Hospital desires to assure the availability of hemodialysis treatment for its patients who are in need of outpatient treatment, and RCG is experienced and qualified to administer dialysis treatments and clinically manage patients with chronic renal failure on an outpatient basis;

- 1. The Hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of RCG 's patients. If, in the opinion of a member of RCG 's medical staff, any patient requires emergency hospitalization, the Hospital agrees that it will provide a bed for such a patient (or in the event a bed is not available at the Hospital, to arrange for the transfer of the patient to an affiliated hospital) and furnish all necessary medical services at its facility for such patient at the patient's expense. In the event of an emergency at RCG, the responsible physician shall notify the patient's physician of record, as indicated in RCG's files, and shall promptly notify the Emergency Room physician of the particular emergency. RCG shall be responsible for arranging to have the patient transported to the Hospital and shall send appropriate interim medical records. There will be an interchange, within one working day, of the patient LongTerm Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from RCG, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.
- In the event the patient must be transferred directly from RCG to the Hospital, RCG shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.
- 3. RCG shall keep medical records of all treatments rendered to patients by RCG. These medical records shall conform to applicable standards of professional practice. If requested by the Hospital, RCG shall provide complete copies of all medical records of a patient treated by RCG who is, at the time of the request, an inpatient at the Hospital.

- The Hospital shall accept any patient of RCG referred to the Hospital for elective reasons, subject to the availability of appropriate facilities, after the RCG attending physician has arranged for inpatient hospital physician coverage,
- 5. In addition to the services described above, the Hospital shall make the following services available to patients referred by RCG either at the Hospital or at an affiliated hospital:
  - Availability of a surgeon capable of vascular access insertion and long-term maintenance;
  - Inpatient care for any patient who develops complications or renal disease-related conditions that require hospital admission;
  - c. Kidney transplantation services, where appropriate, including tissue typing and cross-matching, surgical transplant capability, availability of surgeons qualified in the management of pre- and post-transplant patients; and
  - d. Blood Bank services to be performed by the Hospital.
- 6. RCG shall have no responsibility for any inpatient care rendered by the hospital. Once a patient has been referred by RCG to the Hospital, Hospital agrees to indemnify RCG against, and hold it harmless from any claims, expenses, or liability based upon or arising from anything done or omitted, or allegedly done or omitted, by the Hospital, its agents, or employees, in relation to the treatment or medical care rendered at the Hospital.
- 7. RCG agrees to develop, maintain and operate, in all aspects, the outpatient hemodialysis facilities listed on Exhibit A attached hereto, providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. RCG shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, RCG shall conform to applicable standards of professional practice. RCG shall treat such commitment as its primary responsibility and shall devote such time and effort as may be necessary to attain these objectives. Admission to RCG, and the continued treatment by RCG, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin. The cost of such facilities, equipment and personnel shall be borne by RCG.
- The cost of such facilities, equipment and personnel shall be borne by RCG. The
  location of such facilities shall be selected by RCG, but shall be sufficiently close to the
  proximity to the Hospital to facilitate the transfer of patients, and communication
  between the faculties.

- 9. RCG shall engage a medical director of RCG's outpatient hemodialysis RCG who shall have the qualifications specified in 42 C.F.R. 405.2102. This individual must be a physician properly licensed in the profession by the state in which such facility is located. In accordance with 42 C.F. R. 405.2162, RCG shall employ such duly qualified and licensed nurses, technicians, and other personnel as shall be necessary to administer treatment at its facility, in accordance with applicable local, state, and federal laws and regulations.
- 10. The Hospital, acting through its appropriate medical staff members, shall, from time to time, evaluate its patients with chronic renal failure in accordance with its standard operating procedures. With the approval of the patient, the patient's physician shall consult with the RCG Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the RCG Medical Director, said patient may be referred to RCG for outpatient treatment at a facility operated by RCG which is most convenient for the patient (or, in the event space is not available, to an affiliated unit). There will be an interchange, within one working day, of the Patient Long-Term Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to RCG from the Hospital, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.
  - 11. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or RCG shall be patients of that facility. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.
- 12. RCG and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and RCG's Staff and Hospital staff and physicians, respectively, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. RCG and Hospital further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self-insurance.
- 13. Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.

- 14. The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 15. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

#### To the Hospital:

Providence St. Peter Hospital 413 Lily Road NE Olympia Washington 98506 Attn: CEO

#### To RCG:

Renal Care Group Northwest, Inc. Olympic Columbia River Area Office 719 Sleater Kinney Road SE, #152 Lacey Washington 98503 Attn: Director of Operations

#### With a copy to:

Renal Care Group Northwest, Inc. c/o Fresenius Medical Care North America 920 Winter Street Waltham, Massachusetts 02451 Attn: Corporate Legal Department

- 16. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.
- 17. This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.
- 18. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns.

- 19. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without respect to its conflicts of law rules.
- 20. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one year periods unless either party gives the other notice prior to an expiration date. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.
- 21. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Hospital:

RCG:

Providence St Peter Hospital

Renal Care Group Northwest, Inc.

Name: Medrice Colucio

Name: Ann Sullivan

Title: Chief Executive

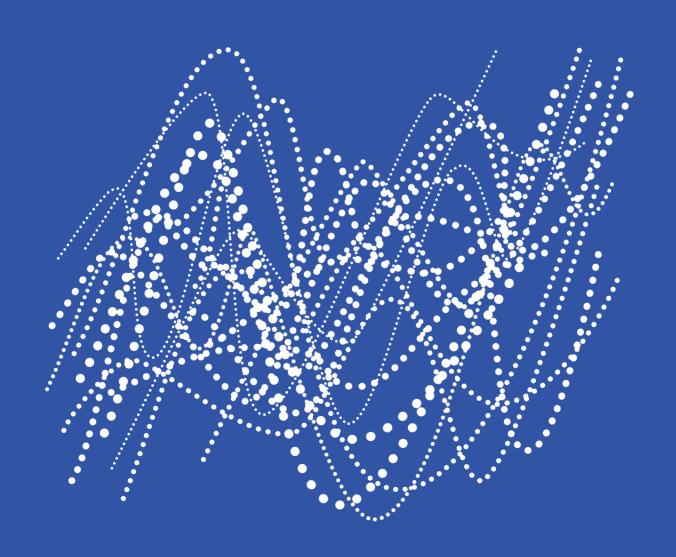
Title: Director of Operations

## EXHIBIT A

#### **RCG** Facilities

Clinic Info	Clinic Address
RCG Lacey	719 Sleater-Kinney RD SE #152 Lacey, Washington 98503
RCG Shelton	1872 N 13th Loop Road Shelton, Washington 98584
RCG Aberdeen	2012 Industrial Park Way Aberdeen, Washington 98520
Chehalis Dialysis	1684 Bishop Road Chehalis, Washington 98532
Fresenius Medical Care Thurston County Dialysis Center	8770 Tallon NE Lacey, Washington 98516

# ADDED VALUE





8

# RESENIUS MEDICAL CARE 2017

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FRESENIUS MEDICAL CARE 2017

# CONSOLIDATED STATEMENTS OF INCOME

5.1 CONSOLIDATED STATEMENTS OF INCOME in € THOUS, except share data				
	Note	2017	2016	2015
Revenue				
Health care services		14,531,636	13,505,363	12,439,205
Health care products		3,251,936	3,064,352	3,015,653
► TOTAL	26	17,783,572	16,569,715	15,454,858
Costs of revenue				
Health care services		10,362,046	9,631,341	8,887,855
Health care products		1,417,806	1,322,428	1,389,837
► TOTAL		11,779,852	10,953,769	10,277,692
► GROSS PROFIT		6,003,720	5,615,946	5,177,166
Operating (income) expenses				
Selling, general and administrative		3,577,776	3,119,172	2,948,885
Research and development	4b	130,704	146,511	128,128
Income from equity method investees	26	(67,199)	(58,639)	(28,348)
► OPERATING INCOME		2,362,439	2,408,902	2,128,501
Other (income) expense				
Interest income	4e	(43,297)	(42,139)	(105,070)
Interest expense	4e	397,187	408,508	457,895
► INCOME BEFORE INCOME TAXES		2,008,549	2,042,533	1,775,676
Income tax expense	4f	454,015	622,481	565,026
► NET INCOME		1,554,534	1,420,052	1,210,650
► NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTERESTS		274,746	276,072	255,704
► NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA		1,279,788	1,143,980	954,946
► BASIC EARNINGS PER SHARE	19	4.17	3.74	3.14
► FULLY DILUTED EARNINGS PER SHARE	19	4.16	3.73	3.13

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

5.2 CONSOLIDATED STATEMENTS OF COMPREHENSIVE in € THOUS	INCOME	Ē		
	Note	2017	2016	2015
► NET INCOME		1,554,534	1,420,052	1,210,650
Other comprehensive income (loss)				
Components that will not be reclassified to profit or loss				
Actuarial gains (losses) on defined benefit pension plans	16,24	6,840	(31,423)	30,169
Income tax (expense) benefit related to components of other comprehensive income not reclassified	16, 24	(27,393)	7,085	(8,830)
► TOTAL		(20,553)	(24,338)	21,339
Components that may be reclassified subsequently to profit or loss  Gain (loss) related to foreign currency translation		(1,284,173)	368,429	674,727
Gain (loss) related to cash flow hedges	23, 24	27,983	25,111	54,196
Income tax (expense) benefit related to components of other comprehensive income that may be reclassified	23, 24	(8,407)	(7,039)	(15,387)
► TOTAL		(1,264,597)	386,501	713,536
► OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX		(1,285,150)	362,163	734,875
► TOTAL COMPREHENSIVE INCOME		269,384	1,782,215	1,945,525
Comprehensive income attributable to noncontrolling interests		150,611	310,580	344,427

118,773

1,471,635

1,601,098

The following notes are an integral part of the consolidated financial statements.

► COMPREHENSIVE INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA

## **CONSOLIDATED BALANCE SHEETS**

#### **5.3** CONSOLIDATED BALANCE SHEETS

in € THOUS, except share and per share data

	Note	2017	2016
Assets  Cook and such assistators		070.100	700.002
Cash and cash equivalents	6	978,109	708,882
Trade accounts receivable, less allowance for doubtful accounts of €474,891 in 2017 and €482,461 in 2016	7	3,330,990	3,491,079
Accounts receivable from related parties		111,643	209,465
Inventories	8	1,290,779	1,337,477
Other current assets	9	662,786	1,137,046
► TOTAL CURRENT ASSETS		6,374,307	6,883,949
Property, plant and equipment	10	3,491,771	3,579,626
Intangible assets	11	683,058	803,120
Goodwill	11	12,103,921	12,955,574
Deferred taxes		315,168	291,394
Investment in equity method investees	26	647,009	598,154
Other non-current assets		409,894	391,723
► TOTAL NON-CURRENT ASSETS		17,650,821	18,619,591
► TOTAL ASSETS		24,025,128	25,503,540
Liabilities			
Accounts payable		590,493	575,556
Accounts payable to related parties		147,349	264,069
Current provisions and other current liabilities	12	2,843,760	3,036,708
Short-term debt	13	760,279	572,010
Short-term debt from related parties	13	9,000	3,000
Current portion of long-term debt and capital lease obligations	14	883,535	724,218
Income tax payable		65,477	123,336
► TOTAL CURRENT LIABILITIES		5,299,893	5,298,897
Long-term debt and capital lease obligations, less current portion	14	5,794,872	6,832,886
Non-current provisions and other non-current liabilities	15	975,645	1,027,983
Pension liabilities	16	530,559	512,539
Income tax payable		128,433	118,182
Deferred taxes	4f	467,540	661,921
► TOTAL NON-CURRENT LIABILITIES		7,897,049	9,153,511
► TOTAL LIABILITIES		13,196,942	14,452,408
Shareholders' equity			
Ordinary shares, no par value, €1.00 nominal value, 385,913,972 shares authorized, 308,111,000 issued and 306,451,049 outstanding as of December 31, 2017 and 385,913,972 shares authorized, 307,221,791 issued and 306,221,840 outstanding as of			
December 31, 2016 respectively	17	308,111	307,222
Treasury stock, at cost	17	(108,931)	(50,993)
Additional paid-in capital	17	3,969,245	3,960,115
Retained earnings	17	7,137,255	6,085,876
Accumulated other comprehensive income (loss)	24	(1,485,578)	(324,563)
► TOTAL FMC AG & CO. KGAA SHAREHOLDERS' EQUITY		9,820,102	9,977,657
Noncontrolling interests	17	1,008,084	1,073,475
► TOTAL EQUITY		10,828,186	11,051,132
► TOTAL LIABILITIES AND EQUITY		24,025,128	25,503,540

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED STATEMENTS OF CASH FLOWS

2017	2016 2015
,534 1,420	0,052 1,210,650
,479 701	 1,536
,046)	232 (36,665
· · ·	5,381) (4,809
· · ·	7,433 8,370
	2,948) (16,022
,272) (241	1,878) (260,607
<del></del>	0,230) (271,301
	2,266 (66,842
<del></del>	1,773) (271
<del></del>	0,745 24,523
	5,312 808,202
<u> </u>	9,738) (343,589
	0,263 74,993
,250 547	7,157 485,181
,625) (541	1,075) (493,376
,811 1,931	,973 1,766,604
,460) (930	0,520) (858,894
,225 15	5,957 15,690
,694) (521	1,800) (285,543
,388 190	0,247 226,823
,541) (1,246	(901,924
,996 805	5,191 259,149
,309) (342	2,505) (282,895
,079 124	4,300 53,000
(138	3,800) (39,901
,311 2	2,071 5,439
(662	2,823) (292,793
,564 112	2,025 (262,055
,591 47	7,467 85,034
,938)	
(244	4,251) (236,773
(294	4,302) (256,399
71	1,910 60,744
,630) (519	),717) (907,450
,413) 38	3,012 25,422
227 204	1 152 /17 249
3	3,227 204 3,882 504 ,109 <b>708</b>

# CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

#### 5.5 CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

in € THOUS, except share data

		Ordinary Shares		Treasury Stock		
	Note	Number of shares	No par value	Number of shares	Amount	
BALANCE AT DECEMBER 31, 2014		311,104,251	311,104	(7,548,951)	(384,966)	
Proceeds from exercise of options and related tax effects	20	1,758,820	1,759		_	
Compensation expense related to stock options	20	_	_	_	-	
Dividends paid	17	-	_	_	-	
Purchase/sale of noncontrolling interests			_		-	
Contributions from/to noncontrolling interests		_	_	_	-	
Noncontrolling interests subject to put provisions	23					
Net Income		_	_	_	-	
Other comprehensive income (loss) related to						
Foreign currency translation	24					
Cash flow hedges, net of related tax effects	24	_	_		_	
Pensions, net of related tax effects	16		_			
Comprehensive income			_			
BALANCE AT DECEMBER 31, 2015		312,863,071	312,863	(7,548,951)	(384,966)	
Proceeds from exercise of options and related tax effects	20	907,720	908		-	
Compensation expense related to stock options	20	_	_			
Withdrawal of treasury stock	17	(6,549,000)	(6,549)	6,549,000	333,973	
Dividends paid	17		_	_		
Purchase/sale of noncontrolling interests		_	_		_	
Contributions from/to noncontrolling interests			_			
Noncontrolling interests subject to put provisions	23	_	_			
Net Income			_			
Other comprehensive income (loss) related to						
Foreign currency translation	24	_	_		_	
Cash flow hedges, net of related tax effects	24				_	
Pensions, net of related tax effects	16	_				
Comprehensive income		_	_		_	
BALANCE AT DECEMBER 31, 2016		307,221,791	307,222	(999,951)	(50,993)	
Proceeds from exercise of options and related tax effects	20	889,209	889		_	
Compensation expense related to stock options	20					
Purchase of treasury stock	17	_	_	(660,000)	(57,938)	
Dividends paid	17	_	_	-	-	
Purchase/sale of noncontrolling interests		-	_	_	-	
Contributions from/to noncontrolling interests		_	_	_	-	
Noncontrolling interests subject to put provisions	23	-	_	_	-	
Net Income		-	_	_	-	
Other comprehensive income (loss) related to						
Foreign currency translation	24		_			
Cash flow hedges, net of related tax effects	24		_		_	
Pensions, net of related tax effects	16		_		-	
Comprehensive income			_		_	
BALANCE AT DECEMBER 31, 2017		308,111,000	308,111	(1,659,951)	(108,931)	

The following notes are an integral part of the consolidated financial statements.

		Accumulated other	er comprehensive in	ncome (loss)			
Additional paid-in capital	Retained earnings	Foreign currency translation	Cash Flow Hedges	Pensions	Total FMC AG & Co. KGaA share- holders' equity	Noncontrolling interests	Total equity
4,130,341	4,827,336	(973,516)	(85,028)	(239,826)	7,585,445	802,367	8,387,812
83,051					84,810		84,810
4,278					4,278		4,278
	(236,773)				(236,773)		(236,773)
6,725					6,725	13,595	20,320
						(224,365)	(224,365)
	(176,016)				(176,016)		(176,016)
	954,946				954,946	255,704	1,210,650
		608,880	(9,052)	(13,824)	586,004	88,723	674,727
			38,809		38,809		38,809
				21,339	21,339		21,339
					1,601,098	344,427	1,945,525
4,224,395	5,369,493	(364,636)	(55,271)	(232,311)	8,869,567	936,024	9,805,591
41,029	· <del></del>				41,937		41,937
23,210					23,210		23,210
(327,424)							
	(244,251)				(244,251)		(244,251)
(1,095)					(1,095)	63,974	62,879
-						(237,103)	(237,103)
	(183,346)				(183,346)		(183,346)
	1,143,980				1,143,980	276,072	1,420,052
	· <u> </u>						
		338,617	(908)	(3,788)	333,921	34,508	368,429
			18,072		18,072		18,072
				(24,338)	(24,338)		(24,338)
					1,471,635	310,580	1,782,215
3,960,115	6,085,876	(26,019)	(38,107)	(260,437)	9,977,657	1,073,475	11,051,132
42,944					43,833		43,833
11,736					11,736		11,736
					(57,938)		(57,938)
	(293,973)				(293,973)		(293,973)
(45,550)	· <del></del>				(45,550)	28,421	(17,129)
_						(244,423)	(244,423)
	65,564				65,564		65,564
	1,279,788				1,279,788	274,746	1,554,534
_	_	(1,177,885)	195	17,652	(1,160,038)	(124,135)	(1,284,173)
_		_	19,576		19,576		19,576
		_		(20,553)	(20,553)	_	(20,553)
			-	-	118,773	150,611	269,384
3,969,245	7,137,255	(1,203,904)	(18,336)	(263,338)	9,820,102	1,008,084	10,828,186

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Unless otherwise noted, numbers are stated in thousands, except share data.

# 1. THE COMPANY, BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

#### **The Company**

Fresenius Medical Care AG & Co. KGAA (FMC AG & Co. KGAA or the Company), a German partnership limited by shares (Kommanditgesellschaft auf Aktien) registered in the commercial registry of Hof an der Saale under HRB 4019, with its business address at Else-Kröner-Str. 1, 61352 Bad Homburg v.d. Höhe, is the world's largest kidney dialysis company, based on publicly reported sales and number of patients treated. The Company provides dialysis treatment and related dialysis care services to persons who suffer from end-stage renal disease (ESRD), as well as other health care services. The Company also develops and manufactures a wide variety of health care products, which includes dialysis and non-dialysis products. The Company's dialysis products include hemodialysis machines, peritoneal cyclers, dialyzers, peritoneal solutions, hemodialysis concentrates, solutions and granulates, bloodlines, renal pharmaceuticals and systems for water treatment. The Company's non-dialysis products include acute cardiopulmonary and apheresis products. The Company supplies dialysis clinics it owns, operates or manages with a broad range of products and also sells dialysis products to other dialysis service providers. The Company describes certain of its other health care services as "Care Coordination". Care Coordination currently includes, but is not limited to, the coordinated delivery of pharmacy services, vascular, cardiovascular and endovascular specialty services as well as ambulatory surgery center services, non-dialysis laboratory testing services (until December 2017), physician nephrology and cardiology services, health plan services, urgent care services and ambulant treatment services. Care Coordination also includes the coordinated delivery of emergency, intensivist and hospitalist physician services as well as transitional care which the Company refers to as "hospital related physician services." All of these Care Coordination services together with dialysis care and related services represent the Company's health care services.

In these notes, "FMC AG & CO. KGAA", or the "Company" refers to the Company or the Company and its subsidiaries on a consolidated basis, as the context requires. "Fresenius SE" and "Fresenius SE & Co. KGaA" refer to Fresenius SE & Co. KGaA, a German partnership limited by shares resulting from the change of legal form of Fresenius SE (effective as of January 2011), a European Company (Societas Europaea) previously called Fresenius AG, a German stock corporation. "Management AG" and the "General Partner" refer to Fresenius Medical Care Management AG which is FMC AG & CO. KGAA's general partner and is wholly owned by Fresenius SE. "Management Board" refers to the members of the management board of Management AG and, except as otherwise specified, "Supervisory Board" refers to the supervisory board of FMC AG & CO. KGAA. The term "North America Segment" refers to the North America operating segment; the term "EMEA Segment" refers to the Europe, Middle East and Africa operating segment, the term "Asia-Pacific Segment" refers to the Asia-Pacific operating segment, and the term "Latin America Segment" refers to the Latin America operating segment. For further discussion of the Company's operating segments, see note 26.

#### **Basis of presentation**

The FMC AG & CO. KGAA as a stock exchange listed company in a member state of the European Union (EU) fulfills its obligation to prepare and publish the consolidated financial statements in accordance with the International Financial Reporting Standards (IFRS), as adopted in the EU, applying section 315 e of the German Commercial Code (HGB).

The consolidated financial statements of FMC AG & CO. KGAA at December 31, 2017 have been prepared and are published in accordance with the standards valid on the balance sheet date issued by the International Accounting Standards Board (IASB) and the mandatory Interpretations of the International Financial Reporting Interpretations Committee (IFRIC), which are binding to be applied in the EU.

Furthermore, the Company prepares consolidated financial statements in accordance with IFRS as issued by the IASB which is filed on Form 20-F with the Securities and Exchange Commission (SEC). At December 31, 2017, there were IFRS or IFRIC interpretations as endorsed by the EU relevant for reporting that differed from IFRS as issued by the IASB.

Moreover, the notes include information required by HGB according to Section 315 e (1) HGB. In addition to the IFRS consolidated financial statements, a Group Management Report must be prepared according to section 315 e HGB in conjunction with section 315 HGB.

The Company is included in the IFRS consolidated financial statements of Fresenius SE & Co. KGaA, Bad Homburg v.d. Höhe, pursuant to Section 315 e of the German Commercial Code (HGB), published in the Federal Gazette and drawn up for the smallest circle of companies. The consolidated financial statements for the largest circle of companies are drawn up by Fresenius Management SE, Bad Homburg v.d. Höhe, and also published in the Federal Gazette.

The preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Such financial statements reflect all adjustments that, in the opinion of management, are necessary for a fair presentation of the results of the periods presented. All such adjustments are of a normal recurring nature. Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in all future periods affected.

In order to improve clarity of presentation, various items are aggregated in the consolidated balance sheets and consolidated statements of income. These items are analyzed separately in the notes where this provides useful information to the users of the consolidated financial statements.

The consolidated balance sheets contain all information required to be disclosed by IAS 1 (Presentation of Financial Statements) and are in accordance with Accounting Interpretation 1 (AIC 1, Balance Sheet Classification according to current/non-current distinction in compliance with IAS 1) classified on the basis of the liquidity of assets and liabilities following the consolidated balance sheets. The consolidated statements of income are classified using the cost-of-sales accounting format.

Cost report receivables from Medicare and Medicaid and amounts due from managed locations in the amount of €120,155 and €27,105, respectively, in the prior years' comparative consolidated financial statements have been reclassified from other currents assets see note 9 to trade accounts receivable see note 7 to conform to the current year's presentation.

At February 26, 2018, the Management Board authorized the consolidated financial statements for issue and passed it through to the Supervisory Board for review and authorization.

#### Significant accounting policies

#### a) Principles of consolidation and composition of the group

The financial statements of consolidated entities have been prepared using uniform accounting methods in accordance with IFRS 10 (Consolidated Financial Statements). The acquisitions of companies are accounted for under the purchase method.

Besides FMC AG&CO. KGAA, the consolidated financial statements include all material subsidiaries according to IFRS 10 and IFRS 11, over which the Company has control. FMC AG&CO. KGAA controls an entity if it has power over the entity through existing rights that give the Company the current ability to direct the activities that significantly affect the Company's return. In addition, the Company is exposed to, or has rights to, variable returns from the involvement with the entity and the Company has the ability to use its power over the entity to affect the amount of the Company's return.

The equity method is applied in accordance with IAS 28 (Investments in Associates and Joint Ventures). Generally, equity method investees are entities in which FMC AG & CO. KGAA, directly or indirectly, holds 50% or less of the voting power and can exercise significant influence over their financial and operating policies.

Since 2010, the disclosure of business acquisitions is performed according to IFRS 3 (2008) (Business Combinations) by offsetting investments in subsidiaries against the underlying revaluated equity at the date of acquisition. The identifiable assets and liabilities of subsidiaries as well as the noncontrolling interests are recognized at their fair values. Any remaining debit balance is recognized as goodwill and is tested at least once a year for impairment. Any excess of the net fair value of identifiable assets and liabilities over cost still existing after reassessing the purchase price allocation is recognized immediately in profit or loss.

Deferred tax assets and liabilities are recognized on temporary differences resulting from consolidation procedures.

Noncontrolling interest is the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent and is recognized at its fair value at date of first consolidation. Profits and losses attributable to the noncontrolling interests are separately disclosed in the consolidated statements of income.

As far as the Company, as option writer on behalf of existing put options, can be obliged to purchase non-controlling interests held by third parties, the potential purchase price liability is recorded in other current provisions and other current liabilities and other non-current provisions and other non-current liabilities at fair value at the balance sheet date. According to the present access method, noncontrolling interests are further recorded in equity as "noncontrolling interests". The initial recognition of the purchase price liability, as well as valuation differences, are recorded neutral to profit or loss by reclassification from equity see note 1g.

The consolidated financial statements for 2017 include FMC AG & CO. KGAA as well as 2,180 companies. In 2017, 50 companies were accounted for by the equity method. Since beginning of 2017, 185 companies were first-time consolidations and 40 companies were deconsolidated.

The complete list of investments of FMC AG & CO. KGAA will be submitted to the electronic Federal Gazette and the electronic companies register.

For 2017, the following fully consolidated German subsidiaries of the Company will apply the exemption provided in Section 264 (3) or Section 264 b of the HGB and therefore will be exempt from applying certain legal requirements to prepare notes to the statutory standalone financial statements and a management report as well as the requirements of an independent audit and public disclosure.

#### 5.6 COMPANIES EXEMPT FROM APPLYING CERTAIN LEGAL REQUIREMENTS

Name of the Company	Registered Office of the Company
Ärztliches Versorgungszentrum Ludwigshafen GmbH im Lusanum	Ludwigshafen am Rhein, Germany
DiZ München Nephrocare GmbH	Munich, Germany
ET Software Developments GmbH	Sandhausen, Germany
Fresenius Medical Care Beteiligungsgesellschaft mbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Deutschland GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care EMEA Management GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Frankfurt am Main GmbH	Frankfurt am Main, Germany
Fresenius Medical Care GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Investment GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Beteiligungsgesellschaft mbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Vermögensverwaltungs GmbH & Co. KG	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Zwei Vermögensverwaltungs GmbH&Co. KG	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Ventures GmbH	Bad Homburg v.d. Höhe, Germany
Haas Medizintechnik GmbH	Beelitz, Germany
Medizinisches Versorgungszentrum Berchtesgaden GmbH	Berchtesgaden, Germany
MVZ Gelsenkirchen-Buer GmbH	Gelsenkirchen, Germany
Nephrocare Ahrensburg GmbH	Ahrensburg, Germany
Nephrocare Augsburg GmbH	Augsburg, Germany
Nephrocare Berlin-Weißensee GmbH	Berlin, Germany
Nephrocare Betzdorf GmbH	Betzdorf, Germany
Nephrocare Bielefeld GmbH	Bielefeld, Germany
Nephrocare Buchholz GmbH	Buchholz, Germany
Nephrocare Daun GmbH	Daun, Germany
Nephrocare Deutschland GmbH	Bad Homburg v.d. Höhe, Germany
Nephrocare Döbeln GmbH	Döbeln, Germany
Nephrocare Friedberg GmbH	Friedberg, Germany
Nephrocare Grevenbroich GmbH	Grevenbroich, Germany
Nephrocare Hagen GmbH	Hagen, Germany

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#### 5.6 COMPANIES EXEMPT FROM APPLYING CERTAIN LEGAL REQUIREMENTS

Name of the Company	Registered Office of the Company
Nephrocare Hamburg-Altona GmbH	Hamburg, Germany
Nephrocare Hamburg-Barmbek GmbH	Hamburg, Germany
Nephrocare Hamburg-Süderelbe GmbH	Hamburg, Germany
Nephrocare Ingolstadt GmbH	Ingolstadt, Germany
Nephrocare Kaufering GmbH	Kaufering, Germany
Nephrocare Krefeld GmbH	Krefeld, Germany
Nephrocare Lahr GmbH	Lahr, Germany
Nephrocare Leverkusen GmbH	Leverkusen, Germany
Nephrocare Ludwigshafen GmbH	Ludwigshafen am Rhein, Germany
Nephrocare Mannheim GmbH	Mannheim, Germany
Nephrocare Mönchengladbach GmbH	Mönchengladbach, Germany
Nephrocare München-Ost GmbH	Munich, Germany
Nephrocare Münster GmbH	Münster, Germany
Nephrocare Oberhausen GmbH	Oberhausen, Germany
Nephrocare Papenburg GmbH	Papenburg, Germany
Nephrocare Pirmasens GmbH	Pirmasens, Germany
Nephrocare Püttlingen GmbH	Püttlingen, Germany
Nephrocare Rostock GmbH	Rostock, Germany
Nephrocare Salzgitter GmbH	Salzgitter, Germany
Nephrocare Schrobenhausen GmbH	Schrobenhausen, Germany
Nephrocare Starnberg GmbH	Starnberg, Germany
Nephrocare Wetzlar GmbH	Wetzlar, Germany
Nephrologisch-Internistische Versorgung Ingolstadt GmbH	Ingolstadt, Germany
Nova Med GmbH Vertriebsgesellschaft für medizinischtechnische Geräte und Verbrauchsartikel	Bad Homburg v.d. Höhe, Germany
VIVONIC GmbH	Aschaffenburg, Germany
Zentrum für Nieren- und Hochdruckkrankheiten Bensheim GmbH	Bensheim, Germany

#### b) Cash and cash equivalents

Cash and cash equivalents comprise cash funds and all short-term investments with original maturities of up to three months. Short-term investments are highly liquid and readily convertible into known amounts of cash. The risk of changes in value is insignificant.

#### c) Trade accounts receivables

Trade accounts receivables are posted at the nominal value less individual allowances for doubtful accounts. For information regarding allowance for doubtful accounts see note 2c.

#### d) Inventories

Inventories are stated at the lower of cost (determined by using the average or first-in, first-out method) or net realizable value see note 8. Costs included in inventories are based on invoiced costs and/or production costs as applicable. Included in production costs are material, direct labor and production overhead, including depreciation charges.

#### e) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation see note 10. Maintenance and repair costs (day-to-day servicing) are expensed as incurred. The Company recognizes in the carrying amount of an item of property, plant and equipment the cost of replacing parts and major inspections if it is probable that the future economic benefits associated with the item will flow to the Company and the cost can be measured reliably. Property and equipment under capital leases are stated at the present value of future minimum lease payments at the inception of the lease, less accumulated depreciation. Depreciation on property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the assets ranging from 4 to 50 years for buildings and improvements with a weighted average life of 14 years and 3 to 19 years for machinery and equipment with a

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weighted average life of 11 years. Equipment held under capital leases and leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset. Internal use platform software that is integral to the computer equipment it supports is included in property, plant and equipment.

#### f) Intangible assets and goodwill

Intangible assets such as non-compete agreements, technology, distribution rights, patents, licenses to treat, licenses to manufacture, distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses, trade names, management contracts, application software, acute care agreements, customer relationships and lease agreements are recognized and reported apart from goodwill see note 11. Patient relationships however are not reported as separate intangible assets due to the missing contractual basis but are part of goodwill.

Goodwill and identifiable intangibles with indefinite useful lives are not amortized but tested for impairment annually or when an event becomes known that could trigger an impairment. The Company identified trade names and certain qualified management contracts as intangible assets with indefinite useful lives because, there is no foreseeable limit to the period over which those assets are expected to generate net cash inflows for the Company.

Intangible assets with finite useful lives are amortized over their respective useful lives to their residual values. The Company amortizes non-compete agreements over their useful life which on average is 8 years. Technology is amortized over its useful life of 15 years. Internally developed intangibles are amortized on a straight-line basis over a useful life of 9 years. Licenses to manufacture distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses are amortized over their useful life which on average is 11 years. Customer relationships are amortized over their useful life of 9 years. All other intangible assets are amortized over their weighted average useful lives of 6 years. The weighted average useful life of all amortizable intangible assets is 9 years. Intangible assets with finite useful lives are evaluated for impairment when events have occurred that may give rise to an impairment see note 1m.

To perform the annual impairment test of goodwill, the Company identified its groups of cash generating units (CGUS) and determined their carrying value by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those CGUS. CGUS reflect the lowest level on which goodwill is monitored for internal management purposes.

One CGU was identified in the North America Segment, in the EMEA Segment, in the Asia-Pacific Segment and in the Latin America Segment. For the purpose of goodwill impairment testing, all corporate assets and liabilities are allocated to the CGUs. At least once a year, the Company compares the recoverable amount of each CGU to the CGU's carrying amount. The recoverable amount (value in use) of a CGU is determined using a discounted cash flow approach based upon the cash flow expected to be generated by the CGU. In case that the value in use of the CGU is less than its carrying amount, the difference is at first recorded as an impairment of the carrying amount of the goodwill.

To evaluate the recoverability of intangible assets with indefinite useful lives, the Company compares the fair values of intangible assets with their carrying values. An intangible asset's fair value is determined using a discounted cash flow approach or other methods, if appropriate.

For further information see note 2a.

#### g) Financial instruments

The following categories according to IAS 39 (Financial Instruments: Recognition and Measurement) are relevant for the Company: loans and receivables, financial liabilities measured at amortized cost, available for sale financial assets as well as financial assets/liabilities measured at fair value through profit or loss. All other categories are immaterial or not existing. No financial instruments were reclassified during the reporting period.

The Company classifies its financial instruments into the following classes according to their character: cash and cash equivalents, assets recognized at carrying amount, liabilities recognized at carrying amount, assets recognized at fair value, liabilities recognized at fair value, noncontrolling interests subject to put provisions, derivatives designated as hedging instruments and derivatives not designated as hedging instruments.

Note 23 provides an overview about the relationship between classes and categories as well as the reconciliation to the balance sheet line items.

Purchases and sales of financial assets are accounted for on the trading day. The Company does not make use of the fair value option, which allows financial assets or financial liabilities to be classified at fair value through profit or loss upon initial recognition.

Investments in equity instruments, debt instruments and fund shares are classified as available for sale financial assets and measured at fair value. The Company regularly reviews if objective substantial evidence occurs that would indicate an impairment of a financial asset or a portfolio of financial assets. After testing the recoverability of these assets, a possible impairment loss is recorded in the consolidated statement of income. Gains and losses of available for sale financial assets are recognized in accumulated other comprehensive income (loss) (AOCI) in shareholders' equity until the financial asset is disposed of or if it is considered to be impaired. In these cases the accumulated net loss recorded in AOCI is transferred to the income statement.

The Company, as option writer on behalf of existing put options, can be obligated to purchase the noncontrolling interests held by third parties. The obligations are in the form of put provisions and are exercisable at the third-party owners' discretion within specified periods as outlined in each specific put provision. If these put provisions were exercised, the Company would be required to purchase all or part of third-party owners' noncontrolling interests at the appraised fair value at the time of exercise. The methodology the Company uses to estimate the fair values of the noncontrolling interest subject to put provisions assumes the greater of net book value or a multiple of earnings, based on historical earnings, development stage of the underlying business and other factors. Additionally, there are put provisions that are valued by an external valuation firm. The external valuation estimates the fair values using a combination of discounted cash flows and a multiple of earnings and/or revenue. When applicable, the obligations are discounted at a pre-tax discount rate. The estimated fair values of the noncontrolling interests subject to these put provisions can also fluctuate, the discounted cash flows and the implicit multiple of earnings and/or revenue at which these noncontrolling interest obligations may ultimately be settled could vary significantly from the Company's current estimates depending upon market conditions.

At December 31, 2017, 2016 and 2015 the Company's potential obligations under these put provisions, which are recorded in other current liabilities and other non-current liabilities, were €830,773, €1,007,733 and €791,075, respectively. At December 31, 2017, 2016 and 2015, put provisions with an aggregate purchase obligation of €324,814, €287,953 and €215,201, respectively, were exercisable. In the last three fiscal years ending December 31, 2017, 33 such put provisions have been exercised for a total consideration of €120,023.

Derivative financial instruments which primarily include foreign currency forward contracts and interest rate swaps are recognized as assets or liabilities at fair value in the balance sheet see note 23. From time to time, the Company may enter into other types of derivative instruments which are dealt with on a transaction by transaction basis. Changes in the fair value of derivative financial instruments classified as fair value hedges and in the corresponding underlying assets and liabilities are recognized periodically in earnings, while the effective portion of changes in fair value of derivative financial instruments classified as cash flow hedges is recognized in AOCI in shareholders' equity. The ineffective portion is recognized in current net earnings. The change in fair value of derivatives that do not qualify for hedge accounting is recorded in the income statement and usually offsets the changes in value recorded in the income statement for the underlying asset or liability.

Derivatives embedded in host contracts are accounted for as separate derivatives if their economic characteristics and risks are not closely related to those of the host contracts and the host contracts are not designated as available for sale financial asset or designated at fair value though profit or loss. These embedded derivatives are measured at fair value with changes in fair value recognized in the income statement.

#### h) Foreign currency translation

For purposes of these consolidated financial statements, the euro is the reporting currency. The requirement to report in euro arises from Section 315 e and Section 244 HGB. Substantially all assets and liabilities of foreign subsidiaries, that use a functional currency other than the euro, are translated at year-end exchange rates, while revenues and expenses are translated at average exchange rates. Adjustments for foreign currency translation fluctuations are excluded from net earnings and are reported in AOCI. In addition, the translation adjustments of certain intercompany borrowings, which are of a long-term nature, are reported in AOCI.

The exchange rates of the u.s. dollar affecting foreign currency translation developed as follows:

5.7 EXCHANGE RATES  1 US\$ in €		
	spot exchange rate Dec. 31	average exchange rate
2017	0.83382	0.88519
2016	0.94868	0.90342
2015		0.90131

#### i) Revenue recognition

Health care service revenues, other than the hospitalist revenues discussed below, are recognized on the date the patient receives treatment and includes amounts related to certain services, products and supplies utilized in providing such treatment. The patient is obligated to pay for health care services at amounts estimated to be receivable based upon the Company's standard rates or at rates determined under reimbursement arrangements. In the u.s., these arrangements are generally with third party payors, such as Medicare, Medicaid or commercial insurers. Outside the u.s., the reimbursement is usually made through national or local government programs with reimbursement rates established by statute or regulation.

Health care product revenues are recognized upon transfer of title to the customer, either at the time of shipment, upon receipt or upon any other terms that clearly define passage of title. Health care product revenues are normally based upon pre-determined rates that are established by contractual arrangement.

For both health care service revenues and health care product revenues, patients, third party payors and customers are billed at our standard rates net of contractual allowances, discounts or rebates to reflect the estimated amounts to be receivable from these payors.

In the u.s., hospitalist revenues are reported at the estimated net realizable amount from third-party payors, client hospitals, and others at the time services are provided. Third-party payors include federal and state agencies (under the Medicare and Medicaid programs), managed care health plans, and commercial insurance companies. Inpatient acute care services rendered to Medicare and Medicaid program beneficiaries are paid according to a feefor-service schedule. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Inpatient acute care services generated through payment arrangements with managed care health plans and commercial insurance companies are recorded on an accrual basis in the period in which services are provided at established rates.

A portion of health care product revenues outside the North America Segment is generated from arrangements which give the customer, typically a health care provider, the right to use dialysis machines. In the same contract the customer agrees to purchase the related treatment disposables at a price marked up from the standard price list. If the right to use the machine is conveyed through an operating lease, FMC AG & CO. KGAA does not recognize revenue upon delivery of the dialysis machine but recognizes revenue on the sale of disposables with revenue for the use of dialysis machines recognized over the term of the lease contract. If the lease of the machines is a sales type lease, ownership of the dialysis machine is transferred to the user upon installation of the dialysis machine at the customer site. In this type of contract, revenue is recognized in accordance with the accounting principles for sales type leases.

Any tax assessed by a governmental authority that is incurred as a result of a revenue transaction (e.g. sales tax) is excluded from revenues and the related revenue is reported on a net basis.

#### j) Capitalized interest

The Company includes capitalized interest as part of the cost of the asset if it is directly attributable to the acquisition, construction or manufacture of qualifying assets. For the fiscal years 2017, 2016 and 2015, interest of €4,758, €4,475 and €5,482, based on an average interest rate of 4.19%, 4.64% and 4.48%, respectively, was recognized as a component of the cost of assets.

#### k) Research and development expenses

Research is the original and planned investigation undertaken with the prospect of gaining new scientific or technical knowledge. Development is the technical and commercial implementation of research results and takes place before the start of commercial production or use. Research costs are expensed as incurred. Development costs that fully meet the criteria for the recognition of an intangible asset set out in IAS 38 (Intangible Assets) are capitalized as intangible asset.

#### I) Income taxes

Current taxes are calculated based on the profit (loss) of the fiscal year and in accordance with local tax rules of the respective tax jurisdictions. Expected and executed additional tax payments and tax refunds for prior years are also taken into account.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the single entity's financial statement carrying amounts of existing assets and liabilities and their respective tax basis, tax credits and tax loss carryforwards which are probable to be utilized. Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled, based on tax rates that have been enacted or substantially enacted by the end of the reporting period. A change in tax rate for the calculation of deferred tax assets and liabilities is recognized in the period the new laws are enacted or substantively enacted. The effects of the adjustment are generally recognized in the income statement. The effects of the adjustment are recognized in equity, if the temporary differences are related to items directly recognized in equity.

Deferred tax liabilities are not recognized if they arise from the initial recognition of goodwill. In addition, deferred tax assets and liabilities are not recognized if they arise from the initial recognition of an asset or a liability in a transaction other than a business combination that at the time of the transaction affects neither accounting profit nor taxable profit or loss.

The carrying amount of a deferred tax asset is reviewed at each balance sheet date. A deferred tax asset is recognized to the extent that the utilization of parts or all of it is probable because sufficient taxable profit will be available see note 4f. The determination of future taxable income is based on assumptions on future market conditions and future profits of FMC AG&CO. KGAA and considers all currently available information as well as the level of historical taxable income. In addition, the determination of the recoverable amount of deferred tax assets considers implemented tax strategies.

The Company recognizes assets and liabilities for uncertain tax treatments to the extent it is probable the tax will be recovered or that the tax will be payable, respectively. The Company recognizes interest and penalties related to its income tax positions as income tax expense.

#### m) Impairment

The Company reviews the carrying amount of its property, plant and equipment, its intangible assets with definite useful lives as well as other non-current assets for impairment whenever events or changes in circumstances indicate that the carrying amount is higher than the asset's net realizable value or its value in use in accordance with IAS 36 (Impairment of Assets). The net realizable value of an asset is defined as its fair value less costs to sell. The value in use is the present value of future cash flows expected to be derived from the relevant asset. If it is not possible to estimate the future cash flows from the individual assets, impairment is tested on the basis of the future cash flows of the corresponding cgus.

Impairment losses, except impairment losses recognized on goodwill, are reversed up to the amount of the amortised acquisition cost, as soon as the reasons for impairment no longer exist.

Long-lived assets to be disposed of by sale are reported at the lower of carrying value or fair value less cost to sell and depreciation is ceased. Long-lived assets to be disposed of other than by sale are considered to be held and used until disposal.

#### n) Debt issuance costs

Debt issuance costs related to a recognized debt liability are presented on the balance sheet as a direct deduction from the carrying amount of that debt liability. These costs are amortized over the term of the related obligation see note 14.

See note 2d.

#### p) Concentration of risk

The Company is engaged in the manufacture and sale of products for all forms of kidney dialysis, principally to health care providers throughout the world, and in providing kidney dialysis treatment. The Company also provides additional health care services under Care Coordination. The Company performs ongoing evaluations of its customers' financial condition and, generally, requires no collateral.

Revenues which were earned and subject to regulations under Medicare and Medicaid, governmental health care programs administered by the United States government, were approximately 34%, 33%, and 33% of the Company's worldwide revenues in 2017, 2016 and 2015, respectively.

See note 2c for concentration risks of debtors or group of debtors as well as note 8 for discussion of suppliers with long-term purchase commitments.

#### q) Legal contingencies

See note 2b.

#### r) Other provisions

In accordance with IAS 12 (Income Taxes) and IAS 37 (Provisions, Contingent Liabilities and Contingent Assets), accruals for taxes and other obligations are recognized when there is a present obligation to a third party arising from past events, it is probable that the obligation will be settled in the future and the required amount can be reliably estimated. Provisions by their nature are more uncertain than most other items in the statement of financial position.

Tax accruals include obligations for the current year and for prior periods.

Non-current provisions with a remaining period of more than one year are discounted to the present value of the expenditures expected to settle the obligation.

#### s) Earnings per share

Basic earnings per share is calculated in accordance with IAS 33 (Earnings per Share). Basic earnings per share is calculated by dividing net income attributable to shareholders by the weighted average number of shares outstanding during the year. Diluted earnings per share include the effect of all potentially dilutive instruments on shares that would have been outstanding during the years presented had the dilutive instruments been issued.

Equity-settled awards granted under the Company's stock incentive plans see note 20, are potentially dilutive equity instruments.

#### t) Treasury stock

The Company may, from time to time, acquire its own shares (Treasury Stock) as approved by its shareholders. The acquisition, sale or retirement of its Treasury Stock is recorded separately in equity. For the calculation of basic earnings per share, treasury stock is not considered outstanding and is therefore deducted from the number of shares outstanding with the value of such Treasury Stock shown as a reduction of the Company's equity.

#### u) Employee benefit plans

Pension obligations for post-employment benefits are measured in accordance with IAS 19 (revised 2011) (Employee Benefits) using the projected unit credit method, taking into account future salary and trends for pension increase.

The Company uses December 31 as the measurement date when measuring the funded status of all plans.

For the Company's funded benefit plans the defined benefit obligation is offset against the fair value of plan assets (funded status). A pension liability is recognized in the consolidated balance sheet if the defined benefit obligation exceeds the fair value of plan assets. A pension asset is recognized (and reported under "Other non-current assets" in the consolidated balance sheet) if the fair value of plan assets exceeds the defined benefit obligation and if the Company has a right of reimbursement against the fund or a right to reduce future payments to the fund.

Net interest costs are calculated by multiplying the benefit obligation (fair value of plan assets) at beginning of the year with the discount rate utilized in determining the benefit obligation.

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Remeasurements include actuarial gains and losses resulting from the evaluation of the defined benefit obligation as well as from the difference between actual and expected return on plan assets. In the event of a surplus for a defined benefit pension plan remeasurements can also contain the effect from asset ceiling, as far as this effect is not included in net interest costs.

Remeasurements are recognized in AOCI completely. It is not allowed to reclassify the remeasurements in subsequent periods. Components of net periodic benefit cost are recognized in profit and loss of the period.

#### v) Share-based plans

The grant date fair value of stock options and convertible equity instruments that are settled by delivering equity-instruments granted to the Management Board and executive employees of the Group entities by FMC AG & CO. KGAA is measured in accordance with IFRS 2 (share-based payments) using the binominal option pricing model and recognized as expense over the vesting period of the stock option plans. For certain exceptions a shorter vesting period may apply after which the stock options will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled phantom stocks granted to the Management Board and executive employees of the Company is calculated in accordance with IFRS 2 using the binominal option pricing model. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the phantom stock plans. For certain exceptions a shorter vesting period may apply after which the phantom stocks will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled performance shares granted to the Management Board and executive employees of the Company is calculated using the Monte Carlo pricing model in accordance with IFRS 2. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the performance share plan. For certain exceptions a shorter vesting period may apply after which the performance shares will not forfeit in any way. In such cases the vesting period is shortened accordingly.

Two of the Company's subsidiaries are authorized to issue Incentive Units see note 20. The balance sheet date fair value of the awards under the subsidiary stock incentive plans, whereby Incentive Units are issued by certain of the Company's subsidiaries, is calculated in accordance with IFRS 2 using the Monte Carlo pricing model. The corresponding liability is accrued over the vesting period of the Incentive Units.

#### w) Recent pronouncements

#### Recently implemented accounting pronouncements

The Company has prepared its consolidated financial statements at December 31, 2017 in conformity with IFRS that have to be applied for fiscal years beginning on January 1, 2017. In 2017, the Company applied the following new standard relevant for its business for the first time: Amendments to IAS 7, Statement of Cash Flows.

In January 2016, the IASB issued amendments to IAS 7, Statement of Cash Flows. The amendments are intended to improve the information related to the change in a company's debt by providing additional annual disclosures. The standard is effective for fiscal years beginning on or after January 1, 2017. The Company initially presents the amendments to IAS 7 in the Consolidated Financial Statements as of December 31, 2017.

#### Recent accounting pronouncements not yet adopted

The IASB issued the following new standards which are relevant for the Company:

- ▶ IFRS 15, Revenue from Contracts with Customers
- ► IFRS 9, Financial Instruments
- ▶ IFRS 16, Leases
- ► IFRS 17, Insurance Contracts

In May 2014, the IASB issued IFRS 15, Revenue from Contracts with Customers. This new standard specifies how and when companies reporting under IFRS will recognize revenue as well as providing users of financial statements with more informative and relevant disclosures. IFRS 15 supersedes IAS 18, Revenue, IAS 11, Construction Contracts and a number of revenue-related interpretations. While this standard applies to nearly all contracts with customers, the main exceptions are leases, financial instruments and insurance contracts. In September 2015, the IASB issued the amendment "Effective Date of IFRS 15", which defers the effective date of IFRS 15 by one year to fiscal years beginning on or after January 1, 2018. Earlier adoption is permitted. The Company did not adopt IFRS 15 early and evaluated the impact of IFRS 15, in conjunction with all amendments to the standard, on its Consolidated Financial Statements.

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Based on findings the Company obtained so far, it expects differences from the current accounting mainly in the calculation of the transaction price for health care services provided. IFRS 15 requires the consideration of implicit price concessions when determining the transaction price. This will lead to a corresponding decrease of revenue from health care services and thus, the implicit price concessions will no longer be included in selling, general and administrative expenses as an allowance for doubtful accounts. This issue showed a decrease of revenue by 2.7% or €486,140 for 2017, without any effect on net income. There are no material contract assets or contract liabilities resulting from the implementation of IFRS 15. Revenue from lease contracts will be disclosed separately from IFRS 15 revenue in the notes to the consolidated financial statements in the future. The Company expects to implement IFRS 15 using the cumulative effect method and is continuing to evaluate accounting policy options. The Company intends to apply IFRS 15 only to open contracts as of January 1, 2018.

In July 2014, the IASB issued a new version of IFRS 9, Financial Instruments. This IFRS 9 version is considered the final and complete version, thus, mainly replacing IAS 39 as soon IFRS 9 is applied. It includes all prior guidance on the classification and measurement of financial assets and financial liabilities as well as hedge accounting and introduces requirements for impairment of financial instruments as well as modified requirements for the measurement categories of financial assets. The impairment provisions reflect a model that relies on expected losses (expected loss model). This model comprises a three stage approach. Upon recognition an entity shall recognize losses that are expected within the next 12 months. If credit risk deteriorates significantly, from that point in time, impairment losses shall amount to lifetime expected losses. In case of objective evidence of impairment there is an assignment to stage 3. The provisions for classification and measurement are amended by introducing an additional third measurement category for certain debt instruments. Such instruments shall be measured at fair value with changes recognized in other comprehensive income (fair value through other comprehensive income). The standard is accompanied by additional disclosure requirements and is effective for fiscal years beginning on or after January 1, 2018. Earlier adoption is permitted. The Company did not adopt IFRS 9 early. In accordance with IAS 39, the majority of the non-derivative financial assets are measured at amortized costs. The analysis on the business model and the contractual cash flow characteristics of each instrument is complete. The impact on the measurement of non-derivative financial assets under IFRS 9 will not be significant. For individual equity instruments, in the amount of approximately €27,000, the Company will use the option and present changes in fair value in other comprehensive income. The requirements for the classification and measurement of non-derivative financial liabilities have not changed significantly. Thus, the Company expects a limited impact on its Consolidated Financial Statements. Derivatives not designately the Company expects a limited impact on its Consolidated Financial Statements. nated as hedging instruments will continue to be classified and measured at fair value through profit and loss.

The Company will implement the simplified method to determine the provisions for risks from trade accounts receivable, receivables from lease contracts and contract assets according to IFRS 15. Starting point of the new impairment model is an analysis of trade accounts receivable based on individual maturity. For the determination of impairment losses in addition to historical loss rates also present and future information is included, to take foreseeable changes in the customer-specific or macroeconomic environment into account. The effect from the implementation of this simplified method will amount to approximately €10,000 and will be recorded as a debit to the respective assets and a credit to retained earnings. Based on currently available information, derivative financial instruments presently designated as hedging instruments are also qualified for hedge accounting according to the requirements of IFRS 9. Hedging instruments will be designated on a spot basis. The Company will use the option to recognize the forward element in other comprehensive income. The Company expects to implement IFRS 9 using the modified retrospective method.

In January 2016, the IASB issued IFRS 16, Leases, which supersedes the current standard on lease-accounting, IAS 17, as well as the interpretations IFRIC 4, SIC-15 and SIC-27. IFRS 16 significantly improves lessee accounting. For all leases, a lessee is required to recognize a right-of-use asset representing its right to use the underlying leased asset and a lease liability representing its obligation to make lease payments. Depreciation of the right-of-use asset and interest on the lease liability must be recognized in the income statement for every lease contract. Therefore, straight-line rental expenses will no longer be shown. The lessor accounting requirements in IAS 17 are substantially carried forward. The standard is effective for fiscal years beginning on or after January 1, 2019. Earlier application is permitted for entities that have also adopted IFRS 15, Revenue from Contracts with Customers. The Company

decided that IFRS 16 will not be adopted early. The Company expects a balance sheet extension due to the on balance sheet recognition of right of use assets and liabilities for agreed lease payment obligations, currently classified as operating leases, resulting in particular from leased clinics and buildings. Based on a first impact analysis as of December 31, 2015 using certain assumptions and simplifications, the Company expects a financial debt increase of approximately €4,000,000. Referring to the consolidated statement of income, the Company expects an operating income improvement due to the split of rent expenses in depreciation and interest expenses, by having unchanged cash outflows. The Company also expects that its net leverage ratio (net debt as compared to Earnings before Interest, Taxes, Depreciation and Amortization, EBITDA), adjusted for acquisitions and divestitures made during the year with a purchase price above a €50,000 threshold as defined in the Amended 2012 Credit Agreement and non-cash charges) will increase by about 0.5. The impact on the Company will depend on the contract portfolio at the effective date, as well as the transition method. Based on a first impact analysis, the Company decided to apply the modified retrospective method. Currently, the Company is evaluating the accounting policy options of IFRS 16.

In May 2017, the IASB issued IFRS 17, Insurance Contracts. IFRS 17 establishes principles for the recognition, measurement, presentation and disclosure related to the issuance of insurance contracts. IFRS 17 replaces IFRS 4, Insurance Contracts, which was brought in as an interim Standard in 2004. IFRS 4 permitted the use of national accounting standards for the accounting of insurance contracts under IFRS. As a result of the varied application for insurance contracts there was a lack of comparability among peer groups. IFRS 17 eliminates this diversity in practice by requiring all insurance contracts to be accounted for using current values. The frequent updates to the insurance values are expected to provide more useful information to users of financial statements. IFRS 17 is effective for fiscal years beginning on or after January 1, 2021. Earlier adoption is permitted for entities that have also adopted IFRS 9 Financial Instruments and IFRS 15 Revenue from Contracts with Customers. The Company is evaluating the impact of IFRS 17 on the Consolidated Financial Statements.

The EU Commission's endorsement of IFRS 17 is still outstanding.

In the Company's view, all other pronouncements issued by the IASB do not have a material impact on the consolidated financial statements, as expected.

#### 2. DISCRETIONARY DECISIONS AND **SOURCES OF ESTIMATION UNCERTAINTIES**

The Company's reported results of operations, financial position and net assets are sensitive to discretionary decisions, assumptions and estimates that are the basis for its financial statements. The critical accounting policies, the judgements made in the creation and application of these policies and the sensitivities of reported results to changes in accounting policies, discretionary decisions and estimates are factors to be considered along with the Company's financial statements. In the opinion of the Management of the Company, the following accounting policies, discretionary decisions and sources of estimation uncertainties are critical for the consolidated financial statements in the present economic environment.

#### a) Recoverability of goodwill and intangible assets

The growth of the business through acquisitions has created a significant amount of intangible assets, including goodwill, trade names, management contracts, non-compete agreements and customer relationships. At December 31, 2017, the carrying amount of goodwill and non-amortizable intangible assets amounted to €12,281,648 (€13,157,584 at December 31, 2016) representing approximately 51% and 52% of the Company's total assets at December 31, 2017 and 2016, respectively.

In accordance with IAS 36 (Impairment of Assets), the Company performs an impairment test of goodwill and non-amortizable intangible assets at least once a year for each reporting unit or more frequently if the Company becomes aware of events that occur or if circumstances change that would indicate the carrying value may not be recoverable see also note 1f.

To comply with IFRS to determine possible impairments of these assets, the value in use of the CGUS is first compared to the CGUS' carrying amount.

The value in use of each CGU is determined using estimated future cash flows for the unit discounted by a weighted average cost of capital (WACC) specific to that CGU. Estimating the future cash flows involves significant assumptions, especially regarding future reimbursement rates and sales prices, number of treatments, sales volumes and costs. In determining discounted cash flows, the Company utilizes for every CGU its three-year budget, projections for years four to ten and a representative growth rate for all remaining years. Projections for up to ten years are possible due to the non-discretionary nature of the health care services the Company provides, the need for health care products utilized to provide such services and the availability of government reimbursement for a substantial portion of its services.

The CGU's average revenue growth for the ten year planning period is within a mid-single-digit range for the North America Segment, EMEA Segment and the Latin America Segment, whereas for the Asia-Pacific Segment the average revenue growth is in the high single-digits.

A substantial portion of the Company's profit is generated in North America. The Company expects a stable operating income margin with a higher margin in dialysis business compensating a lower margin in Care Coordination.

The CGU's expected growth rates for the period beyond ten years are: North America 1.0%, EMEA 0%, Asia-Pacific 4.0% and Latin America 3.45%. The discount factor is determined by the wACC of the respective CGU. The Company's wACC consists of a basic rate adjusted by a weighted average country risk rate and, if appropriate, by a factor to reflect higher risks associated with the cash flows from recent material acquisitions within each CGU, until they are appropriately integrated. In 2017 the pre-tax wACC, for the respective CGU is 7.25% (2016: 7.54%) for North America, 9.43% (2016: 8.64%) for EMEA, 7.35% (2016: 6.40%) for Asia Pacific and 17.93% (2016: 18.18%) for Latin America. An overview of the carrying amounts of goodwill and intangibles with the indefinite useful life for each CGU is shown in note 11.

To evaluate the recoverability of intangible assets with indefinite useful lives, the Company compares the fair values of intangible assets with their carrying values and intangible asset's fair value is determined using a discounted cash flow approach or other methods, if appropriate.

A prolonged downturn in the health care industry with lower than expected increases in reimbursement rates and/or higher than expected costs for providing health care services and for procuring and selling health care products could adversely affect the Company's estimated future cash flows. Future adverse changes in a reporting unit's economic environment of a CGU could affect the country specific risk rate and therefore the discount rate. Equally an increase of the general interest rate level could affect the base rate and therefore the discount rate. A decrease in the estimated future cash flows and/or a decline in the reporting units economic environment could result in impairment charges to goodwill and other intangible assets which could materially and adversely affect the Company's future financial position and operating results.

Sensitivity analysis showed that a rise in the respective wacc by one percentage point, that could be caused by an increase in the Company's beta factor or an increase in interest rates, would not lead to an impairment of any of its cash-generating units.

#### b) Legal contingencies

From time to time, during the ordinary course of operations, the Company is party to litigation and arbitration and is subject to investigations relating to various aspects of its business see note 22. The Company regularly analyzes current information about such claims for probable losses and provides accruals for such matters, including the estimated legal expenses and consulting services in connection with these matters, as appropriate. The Company utilizes its internal legal department as well as external resources for these assessments. In making the decision regarding the need for loss accrual, the Company considers the degree of probability of an unfavorable outcome and its ability to make a reasonable estimate of the amount of loss.

The filing of a suit or formal assertion of a claim or assessment, or the disclosure of any such suit or assertion, does not necessarily indicate that accrual of a loss is appropriate.

The outcome of these matters may have a material effect on the results of operations, financial position and net assets of the Company.

### c) Trade accounts receivable and allowance for doubtful accounts

Trade accounts receivable are a substantial asset of the Company and the allowance for doubtful accounts is based upon a significant estimate made by management. Trade accounts receivable were  $\[Einstelline 33,330,990\]$  and  $\[Einstelline 33,491,079\]$  at December 31, 2017 and 2016, respectively, net of allowances for doubtful accounts of  $\[Einstelline 444,891\]$  at December 31, 2017 and  $\[Einstelline 4482,461\]$  at December 31, 2016.

The Company sells health care products directly or through distributors in around 150 countries and provide health care services in around 50 countries. Most payors are government institutions or government-sponsored programs with significant variations between the countries and even between payors within one country in local payment and collection practices.

Receivables resulting from health care services are recognized and billed at amounts estimated to be collectable under government reimbursement programs and reimbursement arrangements with third party payors. u.s. Medicare and Medicaid government programs are billed at pre-determined net realizable rates per treatment that are established by statute or regulation. Revenues for non-governmental payors with which the Company has contracts or letters of agreement in place are recognized at the prevailing contract rates. The remaining non-governmental payors are billed at the Company's standard rates for services and, in the Company's North America Segment, a contractual adjustment is recorded to recognize revenues based on historic reimbursement. The contractual adjustment and the allowance for doubtful accounts are reviewed quarterly for their adequacy. No material changes in estimates were recorded for the contractual allowance in the periods presented. The collectability of accounts receivable is reviewed locally on a regular basis, generally monthly.

In the Company's North America Segment operations, the collection process is usually initiated 30 days after service is provided or upon the expiration of the time provided by contract. For Medicare and Medicaid, once the services are approved for payment, the collection process begins upon the expiration of a period of time based upon experience with Medicare and Medicaid. In all cases where co-payment is required the collection process usually begins within 30 days after service has been provided. In those cases where claims are approved for amounts less than anticipated or if claims are denied, the collection process usually begins upon notice of approval of the lesser amounts or upon denial of the claim. The collection process can be confined to internal efforts, including the accounting and sales staffs and, where appropriate, local management staff. If appropriate, external collection agencies may be engaged.

Public health institutions in a number of countries outside the U.S. require a significant amount of time until payment is made because a substantial number of payors are government entities whose payments are often determined by local laws and regulations and budget constraints. Depending on local facts and circumstances, the period of time to collect can be quite lengthy. In those instances where there are commercial payors, the same type of collection process is initiated as in the North America Segment.

Due to the number of subsidiaries and different countries that the Company operates in, the Company's policy of determining when a valuation allowance is required considers the appropriate individual local facts and circumstances that apply to an account. While payment and collection practices vary significantly between countries and even agencies within one country, government payors usually represent low to moderate credit risks. It is the Company's policy to determine when receivables should be classified as bad debt on a local basis taking into account local payment practices and local collection experience. A valuation allowance is calculated locally if specific circumstances indicate that amounts will not be collectible.

In the Company's EMEA Segment, Asia-Pacific Segment, Latin America Segment and North America Segment product division, for receivables overdue by more than one year, an additional valuation allowance is recorded based on an individual country risk, since the Company believes that the length of time to collect does indicate an increased credit risk.

When all efforts to collect a receivable, including the use of outside sources where required and allowed, have been exhausted, and after appropriate management review, a receivable deemed to be uncollectible is considered a bad debt and written off.

Write offs are taken on a claim-by-claim basis. Due to the fact that a large portion of its reimbursement is provided by public health care organizations and private insurers, the Company expects that most of its accounts receivables will be collectible, albeit potentially more slowly outside the North America Segment. A significant change in the Company's collection experience, deterioration in the aging of receivables and collection difficulties could require that the Company increases its estimate of the allowance for doubtful accounts. Any such additional bad debt charges could materially and adversely affect the Company's future operating results.

If, in addition to the Company's existing allowances, 1% of the gross amount of the Company's trade accounts receivable as of December 31, 2017 were uncollectible through either a change in the Company's estimated contractual adjustment or revised estimate of the collectability, the Company's operating income for 2017 would have been reduced by approximately 1.5%.

The following table shows the portion of major debtors or debtor groups of trade accounts receivable as at December 31, 2017 and 2016. No single debtor, other than u.s. Medicare and Medicaid, accounted for more than 5% of total trade accounts receivable in any of these years. Amounts pending approval from third party payors represented less than 3% of the accounts receivable at December 31, 2017.

5.8 COMPOSITION OF TRADE ACCOUNTS RECEIVABLE  December 31		
	2017	2016
U.S. Government health care programs	28%	30%
U.S. commercial payors	15%	16%
U.S. hospitals	11%	8%
Self-pay of U.S. patients	1%	2 %
Other North America Segment payors	2%	2 %
Product customers and health care payors outside the North America Segment	43 %	42 %
► TOTAL	100%	100%

# d) Self-insurance programs

Under the Company's insurance programs for professional, product and general liability, auto liability, worker's compensation and medical malpractice claims, the Company's largest subsidiary which is located in the u.s. is partially self-insured for professional liability claims. For all other coverages, the Company assumes responsibility for incurred claims up to predetermined amounts above which third party insurance applies. Reported liabilities for the year represent estimated future payments of the anticipated expense for claims incurred (both reported and incurred but not reported) based on historical experience and existing claim activity. This experience includes both the rate of claims incidence (number) and claim severity (cost) and is combined with individual claim expectations to estimate the reported amounts.

# e) Noncontrolling interests subject to put provisions

The noncontrolling interests subject to put provisions are recognized at their fair value. For further information related to the estimation of these fair values, see notes 1g and 23.

# f) Variable payments outstanding for acquisitions

Variable payments outstanding for acquisitions are recognized at their fair value. For further information related to the estimation of these fair values see note 23.

# g) Income taxes

The Company is subject to ongoing and future tax audits in the u.s., Germany and other jurisdictions. Different interpretations of tax laws may lead to potential additional tax payments or tax refunds for prior years. To consider income tax provisions or income tax receivables of uncertain tax assessments management's estimations are based on local tax rules of the respective tax jurisdiction and the interpretation of such. Estimates are revised in the period in which there is sufficient evidence to revise the assumption. For further information to estimates related to the recoverability of deferred taxes see note 11.

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# 3. ACQUISITIONS, INVESTMENTS, PURCHASES OF INTANGIBLE ASSETS AND DIVESTITURES

The Company completed acquisitions, investments and the purchase of intangible assets in the amount of €682,676, €774,277 and €385,081 in 2017, 2016 and 2015, respectively. In 2017, €565,694 was paid in cash and €116,982 were assumed obligations and non-cash consideration. In 2016, €521,800 was paid in cash and €252,477 were assumed obligations and non-cash consideration. In 2015, €285,543 was paid in cash and €99,538 were assumed obligations and non-cash consideration.

# **Acquisitions**

The Company made acquisitions of €638,307, €632,342 and €162,392 in 2017, 2016 and 2015, respectively in order to expand the scope of its services and to increase its market shares in the respective countries. In 2017, €521,325 was paid in cash and €116,982 were assumed obligations and non-cash consideration. In 2016, €379,865 was paid in cash and €252,477 were assumed obligations and non-cash consideration. In 2015, €90,267 was paid in cash and €72,125 were assumed obligations and non-cash consideration.

The Company's acquisition spending was driven primarily by the purchase of dialysis clinics in the normal course of its operations in 2017, 2016 and 2015 as well as the acquisition of an operator of day hospitals in Australia in 2017, the purchase of a medical technology company focusing on the treatment of lung and cardiac failure in 2016 and the purchase of a distributor in the Asia-Pacific Segment in 2015.

### Impacts on consolidated financial statements from acquisitions

The assets and liabilities of all acquisitions were recorded at their estimated fair value at the date of the acquisition and are included in the Company's financial statements and operating results from the effective date of acquisition. The previous year's acquisitions did not have a significant impact on the consolidated financial statements in 2017.

The excess of the total acquisition costs over the fair value of the net assets acquired resulted in goodwill of €651,491 and €586,520 at December 31, 2017 and 2016, respectively.

The purchase price allocations for all collectively and individually non-material acquisitions for 2017 are not yet finalized. The Company is in the process of obtaining and evaluating the information necessary for the purchase price allocations, primarily related to property, plant and equipment, intangible assets, accounts receivable and other liabilities. In 2017, based on preliminary purchase price allocations, the Company recorded €651,491 of goodwill and €39,352 of intangible assets, which represent the share of both controlling and noncontrolling interests. Goodwill arose principally due to the fair value of the established streams of future cash flows for these acquisitions versus building similar franchises.

Business combinations during 2017 increased the Company's net income (net income attributable to shareholders of FMC AG 8 CO. KGAA) by  $\[Equation \]$ 256,045. Total assets increased  $\[Equation \]$ 758,720 due to business combinations.

# Investments and purchases of intangible assets

Investments and purchases of intangible assets were €44,369, €141,935 and €222,689 in 2017, 2016 and 2015, respectively. These amounts were primarily driven by purchases of intangible assets and an investment in available for sale financial assets in 2017, an investment in available for sale financial assets and notes receivables related to an equity method investee in 2016 and an investment in available for sale financial assets and notes receivables related to an equity method investee as well as contributions to an equity method investee in 2015. Of this amount €44,369 and €141,935 were paid in cash in 2017 and 2016, respectively. In 2015, €195,276 was paid in cash and €27,413 were non-cash components.

Proceeds from divestitures were €437,031, €193,893 and €252,764 in 2017, 2016 and 2015, respectively. These amounts mainly related to the sale of a provider of non-dialysis laboratory testing services and a provider of outsourced clinical services in the North America Segment as well as divestitures of available for sale financial assets in 2017, a divestment of available for sale financial assets and the repayment of notes receivables related to an equity method investee in 2016 as well as the repayment of an investment-type loan granted to a middle-market dialysis provider, the divestiture of the dialysis service business in Venezuela and the transfer of marketing rights to an equity method investee in 2015. In 2017, €415,388 was received in cash and €21,643 were non-cash components. In 2016, €190,247 was received in cash and €3,646 were non-cash components. In 2015, €226,823 was received in cash and €25,941 were non-cash components.

### 4. NOTES TO THE CONSOLIDATED STATEMENTS OF INCOME

# a) Selling, general and administrative expenses

Selling, general and administrative expenses are generated in the administrative, logistic and selling functions which are not attributable to research and development or production. In addition, general and administrative expenses included realized and unrealized foreign exchange gains and losses. In 2017, general and administrative expenses included a Foreign Corrupt Practices Act (FCPA) related charge of &200,000 see note 22, a net gain from the sale of fixed assets of &31,959 and from the sale of investments of &84,665. In 2016, general and administrative expenses included a net loss from the sale of fixed assets of &11,074 and a net gain from the sale of investments of &16,455. In 2015, general and administrative expenses included a net loss from the sale of investments of &6,380 and a net gain from the sale of investments of &11,189. In addition in 2015, general and administrative expenses included a net amount of &60,000 (&54,078) in relation to the NaturaLyte® and GranuFlo® agreement in principle. For further information see note 22.

# b) Research and development expenses

Research and development expenses of €130,704 (2016: €146,511 and 2015: €128,128) included research and non-capitalizable development costs as well as depreciation and amortization expenses related to capitalized development costs of €432 (2016: €724 and 2015: €1,673).

### c) Cost of materials

The cost of materials for the year ended December 31, 2017, 2016 and 2015 consisted of the following:

5.9 COST OF MATERIALS in € THOUS			
	2017	2016	2015
Cost of raw materials, supplies and purchased components	4,305,683	3,696,528	3,601,588
Cost of purchased services	450,417	414,289	398,652
COST OF MATERIALS	4,756,100	4,110,817	4,000,240

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# d) Personnel expenses

Included within costs of revenue, selling, general and administrative expenses and research and development expenses are personnel expenses in the amount of €6,900,023, €6,290,504 and €5,698,014 for the year ended December 31, 2017, 2016 and 2015, respectively. Personnel expenses consisted of the following:

5.10 PERSONNEL EXPENSES in € THOUS			
	2017	2016	2015
Wages and salaries	5,396,339	4,940,931	4,499,774
Social security contributions and cost of retirement benefits and social assistance	1,503,684	1,349,573	1,198,240
thereof retirement benefits	147,332	134,572	120,997
▶ PERSONNEL EXPENSES	6,900,023	6,290,504	5,698,014

The Company employed the following personnel on a full-time equivalents basis, on average, for the following years:

5.11 EMPLOYEES BY FUNCTION			
	2017	2016	2015
Production and Services	98,547	94,201	90,251
Administration	9,962	9,318	9,023
Sales and Marketing	3,272	3,099	2,865
Research and Development	804	736	626
► TOTAL	112,585	107,354	102,765

# e) Net interest

Net interest in the amount of €353,890 (2016: €366,369 and 2015: €352,825) included interest expense of €397,187 (2016: €408,508 and 2015: €457,895) and interest income of €43,297 (2016: €42,139 and 2015: €105,070). Interest expenses resulted mainly from the Company's financial liabilities which are not accounted for at fair value through profit and loss see note 13 and note 14. In 2017, interest income was mainly attributable to the valuation of the Share Options, interest on overdue receivables and lease receivables. In 2016, a large part of interest income was attributable to the valuation of the derivatives embedded in the Convertible Bonds. In 2015, interest income was mainly attributable to the valuation of the Share Options which the Company purchased in connection with the issuance of the Convertible Bonds as well as interest-bearing notes receivables see note 23.

# f) Income taxes

Income before income taxes is attributable to the following geographic locations:

5.12 INCOME BEFORE INCOME TAXES in € THOUS			
	2017	2016	2015
Germany	(12,228)	191,377	124,416
U.S.	1,592,300	1,490,789	1,325,346
Other	428,477	360,367	325,914
► TOTAL	2,008,549	2,042,533	1,775,676

► TOTAL

Effective tax rate

**5.14 RECONCILIATION OF INCOME TAXES** 

### **5.13** INCOME TAX EXPENSE (BENEFIT) in € THOUS 2016 2015 2017 Current 65,102 Germany 86,069 50,625 U.S. 413,502 440,000 454,448 Other 130,992 128,320 124,910 657,061 633,393 603,514 Deferred Germany (36,022) (23,703) (47,857) U.S. (156,704) 27,570 (734) Other (10,320)(14,779)10,103 (203,046) (38,488)(10,912)

A reconciliation between the expected and actual income tax expense is shown below. The expected corporate income tax expense is computed by applying the German corporation tax rate (including the solidarity surcharge) and the trade tax rate on income before income taxes. The German combined statutory tax rates were 29.90%, 29.69% and 29.62% for the fiscal years ended December 31, 2017, 2016 and 2015, respectively.

454,015

22.6%

30.5%

31.8%

622,481

565,026

in € THOUS			
	2017	2016	2015
Expected corporate income tax expense	600,456	606,327	525,955
Tax free income	(44,302)	(37,495)	(32,190)
Income from equity method investees	(18,706)	(15,642)	(12,863)
Tax rate differentials	139,391	133,523	116,335
Non-deductible expenses	102,587	32,985	32,817
Taxes for prior years	(14,993)	(21,069)	17,998
Noncontrolling partnership interests	(105,832)	(105,536)	(98,666)
Tax on divestitures		_	13,477
Tax rate changes	(238,130)	(120)	1,869
Change in realizability of deferred tax assets and tax credits	7,254	5,945	(2,317)
Withholding taxes	6,606	7,909	6,914
Other	19,684	15,655	(4,303)
► INCOME TAX EXPENSE	454,015	622,481	565,026

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The tax effects of the temporary differences and net operating losses that give rise to deferred tax assets and liabilities at December 31, 2017 and 2016, are presented below:

### 5.15 DEFERRED INCOME TAX ASSETS AND LIABILITIES in € THOUS 2017 2016 Deferred tax assets Trade accounts receivable 19,821 11,899 Inventories 56,672 63,932 Intangible assets 6,925 7,366 Property, plant and equipment and other non-current assets 60,186 61,369 Provisions and other liabilities 116,045 337,766 Pension liabilities 80,868 109,234 Net operating loss carryforwards, tax credit carryforwards and interest carryforwards 118,994 130,954 2,215 5,487 Compensation expense related to stock options 13,463 16,933 Other 11,894 23,525 ► TOTAL DEFERRED TAX ASSETS 490,553 764,995 **Deferred tax liabilities** Trade accounts receivable 18,171 25,121 Inventories 7,401 6,838 Intangible assets 410,941 670,134 Property, plant and equipment and other non-current assets 97,779 147,357 Provisions and other liabilities 6,714 49,809 Derivatives 2,480 9,822 Insurance recoveries 82,336 144,105 Other 99,439 ► TOTAL DEFERRED TAX LIABILITIES 642,925 1,135,522 ► NET DEFERRED TAX LIABILITIES (152, 372)(370, 527)

In the consolidated balance sheets, the accumulated amounts of deferred tax assets and liabilities are shown as follows:

5.16 NET DEFERRED INCOME TAX ASSETS AND LIABILITIES in € THOUS		
iii € 111003	2017	2016
Deferred tax assets	315,168	291,394
Deferred tax liabilities	467,540	661,921
► NET DEFERRED TAX LIABILITIES	(152,372)	(370,527)

The net operating losses included in the table below reflect u.s. federal tax, German corporate income tax, and other tax loss carryforwards in the various countries in which the Company operates, and expire as follows:

5.17 NET OPERATING LOSS CARRYFORWARDS in € THOUS	
2018	6,824
2019	10,810
2020	22,637
2021	10,146
2022	13,103
2023	2,428
2024	3,740
2025	4,753
2026	3,693
2027 and thereafter	118,855
Without expiration date	154,552
► TOTAL	351,541

Included in the balance of net operating loss carryforwards at December 31, 2017 are €166,036 not expected to be absorbed. Deferred tax assets regarding this portion are not recognized.

In assessing the realizability of deferred tax assets, management considers to which extent it is probable that the deferred tax asset will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences and tax loss carryforwards become deductible. Management considers the expected reversal of deferred tax liabilities and projected future taxable income in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is probable the Company will realize the benefits of these deferred tax assets at December 31, 2017.

The Company provides for income taxes and foreign withholding taxes on the cumulative earnings of foreign subsidiaries and foreign subsidiaries in which the Company has ownership of less than 100% that will not be reinvested. At December 31, 2017, the Company provided for €11,744 (2016: €11,619) of deferred tax liabilities associated with earnings that are likely to be distributed in 2018 and the following years. Provision has not been made for additional taxes on €5,978,278 (2016: €7,037,959) undistributed earnings of foreign subsidiaries as these earnings are considered indefinitely reinvested. The earnings could become subject to additional tax if remitted or deemed remitted as dividends; however calculation of such additional tax is not practicable. These taxes would predominantly comprise foreign withholding tax on dividends of foreign subsidiaries, and German income tax; however, those dividends and capital gains would generally be 95% tax free for German tax purposes.

In the u.s., the tax reform was enacted by signature of the president of the Tax Cuts and Jobs Act on December 22, 2017. The Act reduces the u.s. corporate income tax rate from 35% to 21% effective from January 1, 2018. Deferred tax assets and liabilities expected to reverse in 2018 and beyond, have been remeasured using the corporate income tax rate that was enacted by the balance sheet date and will apply for future financial years. For the year ended December 31, 2017, the remeasurement of deferred tax assets and liabilities resulted in a deferred tax benefit of €235,692 which was recognized in tax expense affecting profit and loss and included in the balance of €238,130 in the reconciling item "tax rate changes" in the table "reconciliation of income taxes" above.

Fresenius SE is the Company's largest shareholder and owns 30.80% of the Company's outstanding shares, excluding treasury shares held by the Company, at December 31, 2017. The Company has entered into certain arrangements for services, leases and products with Fresenius SE or its subsidiaries and with certain of the Company's equity method investees as described in item a) below. The Company's terms related to the receivables or payables for these services, leases and products are generally consistent with the normal terms of the Company's ordinary course of business transactions with unrelated parties. Financing arrangements as described in item b) below have agreed upon terms which are determined at the time such financing transactions occur and reflect market rates at the time of the transaction. The relationship between the Company and its key management personnel who are considered to be related parties is described in item c) below. Our related party transactions are settled through Fresenius SE's cash management system where appropriate.

# a) Service agreements, lease agreements and products

The Company is party to service agreements with Fresenius SE and certain of its affiliates (collectively the Fresenius SE companies) to receive services, including, but not limited to: administrative services, management information services, employee benefit administration, insurance, information technology services, tax services and treasury management services. The Company also provides central purchasing services to the Fresenius SE companies. These related party agreements generally have a duration of 1 to 5 years and are renegotiated on an as needed basis when the agreement comes due. The Company provides administrative services to one of its equity method investees. In 2015, the Company also performed marketing and distribution services for certain of its equity method investees.

The Company is a party to real estate operating lease agreements with the Fresenius SE companies, which mainly include leases for the Company's corporate headquarters in Bad Homburg, Germany and production sites in Schweinfurt and St. Wendel, Germany. The majority of the leases expire at the end of 2026. As of December 31, 2017 and 2016, future minimum rental payments under non-cancelable operating leases with Fresenius SE were €53,374 and €17,097 as well as €118,962 and €121,844 with other Fresenius SE affiliates, respectively. These minimum rental payments are included within the amounts disclosed in note 21.

In addition to the above mentioned service and lease agreements, the Company sold products to the Fresenius SE companies and made purchases from the Fresenius SE companies and equity method investees. In addition, Fresenius Medical Care Holdings, Inc. (FMCH) purchases heparin supplied by Fresenius Kabi USA, Inc. (Kabi USA), through an independent group purchasing organization (GPO). Kabi USA is an indirect, wholly-owned subsidiary of Fresenius SE. The Company has no direct supply agreement with Kabi USA and does not submit purchase orders directly to Kabi USA. FMCH acquires heparin from Kabi USA, through the GPO contract, which was negotiated by the GPO at arm's length on behalf of all members of the GPO.

The Company entered into an agreement with a Fresenius SE company for the manufacturing of plasma collection devices. The Company agreed to produce 3,500 units which can be further increased to a maximum of 4,550 units, over the length of the five year contract. On January 1, 2015, this manufacturing business was sold to Kabi USA for \$9,327 (€8,567 at December 31, 2015) for which a fairness opinion was obtained from a reputable global accounting firm. The disposal was accounted for as a transaction between parties under common control at the carrying amounts without the generation of profits.

In December 2010, the Company formed the renal pharmaceutical company Vifor Fresenius Medical Care Renal Pharma Ltd., (VFMCRP), an equity method investee of which the Company owns 45%, with Galenica Ltd. (now known as Vifor Pharma Ltd). The Company has entered into exclusive supply agreements to purchase certain pharmaceuticals from VFMCRP.

Below is a summary, including the Company's receivables from and payables to the indicated parties resulting from the above described transactions with related parties.

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# 5.18 SERVICE AGREEMENTS, LEASE AGREEMENTS AND PRODUCTS

in € THOUS

	20	17	20	116	20	2015		December 31, 2017		31, 2016
	Sales of goods and services	Purchases of goods and services	Sales of goods and services	Purchases of goods and services	Sales of goods and services	Purchases of goods and services	Accounts receivable	Accounts payable	Accounts receivable	Accounts payable
Service agreements <sup>1</sup>										
Fresenius SE	381	21,704	389	20,220	229	18,262	40	2,948	132	51
Fresenius SE affiliates	11,111	81,491	4,866	74,083	11,796	68,304	9,445	4,696	822	2,856
Equity method investees	17,797		17,578		21,063		1,738		2,506	
► TOTAL	29,289	103,195	22,833	94,303	33,088	86,566	11,223	7,644	3,460	2,907
Lease agreements										
Fresenius SE		8,456		9,475		8,671				
Fresenius SE affiliates		13,676		13,717		13,319				
► TOTAL		22,132		23,192		21,990				
Products										
Fresenius SE	1		2		4	_		_	_	_
Fresenius SE affiliates	30,529	40,467	26,049	43,390	25,184	33,498	9,148	3,976	7,948	4,787
Equity method investees		399,180		371,241		248,166		36,550		55,329
► TOTAL	30,530	439,647	26,051	414,631	25,188	281,664	9,148	40,526	7,948	60,116

In addition to the above shown accounts payable, accrued expenses for service agreements with related parties amounted to €6,397 and €3,359 at December 31, 2017 and 2016.

### b) Financing

The Company receives short-term financing from and provides short-term financing to Fresenius SE. The Company also utilizes Fresenius SE's cash management system for the settlement of certain intercompany receivables and payables with its subsidiaries and other related parties. As of December 31, 2017 and December 31, 2016, the Company had accounts receivable from Fresenius SE related to short-term financing in the amount of €91,026 and €197,883, respectively. As of December 31, 2017 and December 31, 2016, the Company had accounts payable to Fresenius SE related to short-term financing in the amount of €76,159 and €186,350, respectively. The interest rates for these cash management arrangements are set on a daily basis and are based on the then-prevailing overnight reference rate, with a floor of zero, for the respective currencies.

On August 19, 2009, the Company borrowed €1,500 from the General Partner on an unsecured basis at 1.335%. The loan repayment has been extended periodically and is currently due August 22, 2018 with an interest rate of 1.100%. On November 28, 2013, the Company borrowed an additional €1,500 with an interest rate of 1.875% from the General Partner. The loan repayment has been extended periodically and is currently due on November 23, 2018 with an interest rate of 1.100%.

On June 12, 2014, the Company provided a one-year unsecured term loan to one of its equity method investees in the amount of \$22,500 at an interest rate of 2.5366%. This loan was repaid in full on June 12, 2015.

The Company provided unsecured term loans to one of its equity method investees during 2015 and 2016 in the amount of CHF 78,416 (€71,928 based upon the average exchange rate for the twelve months ended December 31, 2016). These loans were repaid in full during the first half of 2016. The loans were entered into in order to fund the 2015 sale of European marketing rights for certain renal pharmaceuticals to the same equity method investee as well as to finance the investee's payments for license and distribution agreements. These marketing rights were sold to this equity method investee in 2015 which resulted in a gain of approximately €10,058, after tax.

On December 31, 2017 and December 31, 2016, a subsidiary of Fresenius SE held unsecured bonds issued by the Company in the amount of  $\epsilon$ 6,000 and  $\epsilon$ 8,300, respectively. The bonds were issued in 2011 and 2012, mature in 2021 and 2019, respectively, and each has a coupon rate of 5.25% with interest payable semiannually. For further information on these bonds see note 14.

On December 31, 2017 the Company borrowed from Fresenius SE in the amount of €6,000 at an interest rate of 0.825%. For further information on this loan agreement see note 13. On December 31, 2016 the Company provided a cash advance to Fresenius SE in the amount of €36,245 on an unsecured basis at an interest rate of 0.771%.

# c) Key management personnel

Due to the Company's legal form of a German partnership limited by shares, the General Partner holds a key management position within the Company. In addition, as key management personnel, members of the Management Board and the Supervisory Board, as well as their close relatives, are considered related parties.

The Company's Articles of Association provide that the General Partner shall be reimbursed for any and all expenses in connection with management of the Company's business, including remuneration of the members of the General Partner's supervisory board and the members of the Management Board. The aggregate amount reimbursed to the General Partner was €25,995, €18,153 and €15,199, respectively, for its management services during 2017, 2016 and 2015 and included an annual fee of €120 as compensation for assuming liability as general partner. The annual fee is set at 4% of the amount of the General Partner's share capital (€3,000 as of December 31, 2017). As of December 31, 2017 and December 31, 2016, the Company had accounts receivable from the General Partner in the amount of €246 and €174, respectively. As of December 31, 2017 and December 31, 2016, the Company had accounts payable to the General Partner in the amount of €23,020 and €14,696, respectively.

Dr. Gerd Krick is the Chairman of the Company's Supervisory Board, the supervisory board of Fresenius SE and of the general partner of Fresenius SE. He is also a member of the supervisory board of the Company's General Partner.

Dr. Dieter Schenk is the Vice Chairman of the Company's Supervisory Board, the supervisory board of the general partner of Fresenius SE as well as the supervisory board of the Company's General Partner. He is also Chairman of the Advisory Board of a charitable foundation that is the sole shareholder of the general partner of Fresenius SE. He was also a partner in a law firm which provided services to the Company and certain of its subsidiaries until December 31, 2017. The Company incurred expenses in the amount of €2,337, €1,258, and €863 for these services during 2017, 2016 and 2015, respectively. Four of the six members of the Company's Supervisory Board, including the Chairman and Vice Chairman, are also members of the supervisory board of the Company's General Partner.

The Chairman of the supervisory board of the Company's General Partner, Stephan Sturm, is also the Chairman of the management board of the general partner of Fresenius SE. Rachel Empey is a member of the supervisory board of the Company's General Partner as well as a member of the management board of the general partner of Fresenius SE. Additionally, the Chairman and Chief Executive Officer of the Management Board of the Company's General Partner, Rice Powell, is a member of the Management Board of the general partner of Fresenius SE.

For information regarding compensation of the Management Board and the Supervisory Board of the Company see note 28.

### 6. CASH AND CASH EQUIVALENTS

As of December, 31 2017 and 2016, cash and cash equivalents are as follows:

5.19 CASH AND CASH EQUIVALENTS in € THOUS		
	2017	2016
Cash	620,145	533,403
Securities and time deposits	357,964	175,479
► CASH AND CASH EQUIVALENTS	978,109	708,882

The Cash and cash equivalents disclosed in the table above, and respectively in the Consolidated Statement of Cash Flows, include at December, 31 2017 an amount of €53,694 (2016: €0) from collateral requirements towards an insurance company in North America that are not available for use.

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### 7. TRADE ACCOUNTS RECEIVABLE

As of December 31, 2017 and 2016, trade accounts receivable are as follows:

# 5.20 TRADE ACCOUNTS RECEIVABLE, LESS ALLOWANCE FOR DOUBTFUL ACCOUNTS

in € THOUS

	2017	2016
Trade accounts receivable	3,805,881	3,973,540
less allowance for doubtful accounts	474,891	482,461
► TRADE ACCOUNTS RECEIVABLE, NET	3,330,990	3,491,079

All trade accounts receivable are due within one year. Trade accounts receivables with a term of more than one year in the amount of  $\epsilon$ 11,977 (2016: $\epsilon$ 15,051) are included in the balance sheet item "Other non-current assets".

The following table shows the development of the allowance for doubtful accounts in the fiscal years 2017, 2016 and 2015:

# 5.21 DEVELOPMENT OF ALLOWANCE FOR DOUBTFUL ACCOUNTS

in € THOU.

	2017	2016	2015
► ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF JANUARY 1	482,461	427,841	344,706
Change in valuation allowances as recorded in the consolidated statements of income	549.631	430.974	206 921
Write-offs and recoveries of amounts previously written-off	(501,229)	(391,827)	396,831 (343,477)
Foreign currency translation	(55,972)	15.473	29,781
► ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF DECEMBER 31	474,891	482,461	427,841

The following tables show the ageing analysis of trade accounts receivable and the allowance for doubtful accounts as of December 31, 2017 and as of December 31, 2016:

# 5.22 AGEING ANALYSIS OF TRADE ACCOUNTS RECEIVABLE 2017

in € THOUS

	not overdue	up to 3 months overdue	3 to 6 months overdue	6 to 12 months overdue	more than 12 months overdue	Total
Trade accounts receivable	2,105,673	803,393	308,936	236,037	351,842	3,805,881
less allowance for doubtful accounts	(61,219)	(123,226)	(67,484)	(58,441)	(164,521)	(474,891)
► TRADE ACCOUNTS RECEIVABLE, NET	2,044,454	680,167	241,452	177,596	187,321	3,330,990

# 5.23 AGEING ANALYSIS OF TRADE ACCOUNTS RECEIVABLE 2016

in € THOUS

	not overdue	up to 3 months overdue	3 to 6 months overdue	6 to 12 months overdue	more than 12 months overdue	Total
Trade accounts receivable	2,138,969	857,490	335,091	241,683	400,307	3,973,540
less allowance for doubtful accounts	(109,221)	(108,941)	(42,039)	(74,999)	(147,261)	(482,461)
► TRADE ACCOUNTS RECEIVABLE, NET	2,029,748	748,549	293,052	166,684	253,046	3,491,079

### 8. INVENTORIES

On December 31, 2017 and December 31, 2016, inventories consisted of the following:

5.24 INVENTORIES in € THOUS		
	2017	2016
Finished goods	672,851	687,615
Health care supplies	343,351	362,307
Raw materials and purchased components	193,295	214,286
Work in process	81,282	73,269
► INVENTORIES	1,290,779	1,337,477

Under the terms of certain unconditional purchase agreements, the Company is obligated to purchase approximately €378,853 of materials, of which €208,967 is committed at December 31, 2017 for 2018. The terms of these agreements run 1 to 5 years.

Allowances on Inventories amounted to €47,329 and €37,602 for the years ended December 31, 2017 and 2016, respectively.

### 9. OTHER CURRENT ASSETS

At December 31, 2017 and 2016, other current assets consisted of the following:

5.25 OTHER CURRENT ASSETS in € THOUS		
	2017	2016
Other taxes receivable	90,808	75,736
Leases receivable	58,336	54,533
Income taxes receivable	56,468	52,138
Prepaid rent	52,251	54,448
Payments on account	51,282	84,004
Receivables for supplier rebates	48,222	47,592
Prepaid insurance	20,629	16,593
Deposit/Guarantee/Security	15,465	15,096
Derivatives	11,810	39,761
Available for sale financial assets	3,484	250,745
Insurance recoveries		208,709
Other	254,031	237,691
OTHER CURRENT ASSETS	662,786	1,137,046

The item "Insurance recoveries" included the recognized amount in relation to the NaturaLyte® and GranuFlo® agreement in principle, which partially offset the accrued settlement amount recorded in current provisions and other current liabilities see note 12. For further information on the funding and consummation of the settlement by the Company and its insurers see note 22.

The item "Other" in the table above primarily includes loans to customers, receivables from employees and notes receivables.

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# 10. PROPERTY, PLANT AND EQUIPMENT

At December 31, 2017 and 2016, the acquisition or manufacturing costs and the accumulated depreciation of property, plant and equipment consisted of the following:

# 5.26 ACQUISITION OR MANUFACTURING COSTS

in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2017
Land	65,041	(4,528)	198	1,748	298	(6,217)	56,540
Buildings and improvements	2,997,533	(311,782)	8,971	40,577	276,435	(130,046)	2,881,688
Machinery and equipment	4,156,542	(314,568)	20,057	463,516	47,169	(198,689)	4,174,027
Machinery, equipment and rental equipment under capitalized leases	83,558	(6,825)	(3,082)	8,799	(195)	(1,339)	80,916
Construction in progress	442,289	(43,012)	781	390,909	(326,565)	(2,176)	462,226
► PROPERTY, PLANT AND EQUIPMENT	7,744,963	(680,715)	26,925	905,549	(2,858)	(338,467)	7,655,397

# **5.27 ACQUISITION OR MANUFACTURING COSTS**

in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2016
Land	59,774	2,297	209	3,299	(273)	(265)	65,041
Buildings and improvements	2,533,313	85,686	13,345	164,288	249,751	(48,849)	2,997,533
Machinery and equipment	3,740,917	77,062	16,253	476,675	15,013	(169,378)	4,156,542
Machinery, equipment and rental equipment under capitalized leases	63,543	2,791	1,183	16,076	329	(364)	83,558
Construction in progress	409,140	14,602	976	282,035	(262,764)	(1,700)	442,289
► PROPERTY, PLANT AND EQUIPMENT	6,806,687	182,438	31,966	942,373	2,056	(220,556)	7,744,963

# 5.28 DEPRECIATION

in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2017
Land	1,270	(47)	_	_	_	16	1,239
Buildings and improvements	1,624,145	(174,475)	(426)	216,458	(2,350)	(83,249)	1,580,103
Machinery and equipment	2,498,941	(184,907)	(3,024)	395,570	2,147	(170,291)	2,538,436
Machinery, equipment and rental equipment under capitalized leases	40,981	(3,407)	(2,995)	10,678	(481)	(928)	43,848
Construction in progress	_	_	_	_	_	_	_
► PROPERTY, PLANT AND EQUIPMENT	4,165,337	(362,836)	(6,445)	622,706	(684)	(254,452)	4,163,626

# **5.29 DEPRECIATION**

in € THOUS

► PROPERTY, PLANT AND EQUIPMENT	3,660,136	91,892	(25)	594,019	2,095	(182,780)	4,165,337
N DDODERTY DI ANT							
Construction in progress	_	_	-	_	-	-	_
Machinery, equipment and rental equipment under capitalized leases	29,704	1,056	(53)	10,730	(119)	(337)	40,981
Machinery and equipment	2,223,952	46,154	(4,244)	381,024	(108)	(147,837)	2,498,941
Buildings and improvements	1,405,259	44,653	4,272	202,265	2,322	(34,626)	1,624,145
Land	1,221	29				20	1,270
	Jan. 1, 2016	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2016

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### 5.30 BOOK VALUE

in € THOUS, December 31

	2017	2016
Land	55,301	63,771
Buildings and improvements	1,301,585	1,373,388
Machinery and equipment	1,635,591	1,657,601
Machinery, equipment and rental equipment under capitalized leases	37,068	42,577
Construction in progress	462,226	442,289
► PROPERTY, PLANT AND EQUIPMENT	3,491,771	3,579,626

Depreciation expense for property, plant and equipment amounted to €622,706, €594,019 and €547,063 for the years ended December 31, 2017, 2016, and 2015, respectively. These expenses are allocated within costs of revenue, selling, general and administrative and research and development expenses depending upon the area in which the asset is used.

Included in machinery and equipment at December 31, 2017 and 2016 were €657,618 and €635,858, respectively, of peritoneal dialysis cycler machines which the Company leases to customers with end-stage renal disease on a month-to-month basis and hemodialysis machines which the Company leases to physicians under operating leases.

# 11. INTANGIBLE ASSETS AND GOODWILL

At December 31, 2017 and 2016, the carrying value and accumulated amortization of intangible assets and goodwill consisted of the following:

in € THOUS							
	Jan. 1, 2017	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2017
Amortizable intangible assets							
Non-compete agreements	342,157	(39,132)	11,046		(1,541)	(2,367)	310,163
Technology	167,814	(11,924)	(1,370)		_	(5,329)	149,191
Licenses and distribution agreements	182,855	(11,079)	(535)	4,119	(398)	(1,249)	173,713
Customer relationships	247,428	(23,852)	(76,480)		_	-	147,096
Construction in progress	17,904	(2,689)	16,600	56,718	(9,776)	_	78,757
Internally developed intangibles	164,396	(13,244)		13,878	6,668	(2,603)	169,095
Other	375,355	(31,215)	6,036	12,693	796	(5,573)	358,092
► TOTAL	1,497,909	(133,135)	(44,703)	87,408	(4,251)	(17,121)	1,386,107
Non-amortizable intangible assets							
Tradename	198,692	(24,003)			_	_	174,689
Management contracts	3,318	(280)			_	_	3,038
► TOTAL	202,010	(24,283)					177,727
► INTANGIBLE ASSETS	1,699,919	(157,418)	(44,703)	87,408	(4,251)	(17,121)	1,563,834
► GOODWILL	12,955,574	(1,448,071)	596,418	-	-	-	12,103,921

# **5.32 ACQUISITION OR MANUFACTURING COSTS**

in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2016
Amortizable intangible assets							
Non-compete agreements	317,696	10,152	17,076	_	_	(2,767)	342,157
Technology	97,832	3,212	66,770	-	-	_	167,814
Licenses and distribution agreements	177,533	5,363	531	3,075	265	(3,912)	182,855
Customer relationships	240,411	6,836	181	_	-	_	247,428
Construction in progress	21,432	349	1,650	10,409	(11,836)	(4,100)	17,904
Internally developed intangibles	147,898	5,556		8,968	2,109	(135)	164,396
Other	333,977	8,937	17,697	8,509	10,775	(4,539)	375,355
► TOTAL	1,336,779	40,405	103,905	30,961	1,313	(15,453)	1,497,909
Non-amortizable intangible assets							
Tradename	192,343	6,349			_	_	198,692
Management contracts	6,444	100			(2,858)	(368)	3,318
► TOTAL	198,787	6,449			(2,858)	(368)	202,010
► TOTAL  ► INTANGIBLE ASSETS	1,535,566	46,854	103,905	30,961	(1,545)	(368)	1,699,919

# 5.33 AMORTIZATION

in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2017
Amortizable intangible assets							
Non-compete agreements	278,102	(33,657)	_	21,790	(1,555)	(2,299)	262,381
Technology	61,133	(7,742)		11,172		_	64,563
Licenses and distribution agreements	114,934	(6,502)	_	12,646	(10)	(1,249)	119,819
Customer relationships	59,576	(6,795)	(24,977)	22,768	_	_	50,572
Construction in progress						_	_
Internally developed intangibles	102,024	(8,125)		16,051	780	(1,824)	108,906
Other	281,030	(24,193)	58	28,346	(5,640)	(5,066)	274,535
► TOTAL	896,799	(87,014)	(24,919)	112,773	(6,425)	(10,438)	880,776

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# 5.34 AMORTIZATION

in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida- tion group	Additions	Reclassi- fications	Disposals	Dec. 31, 2016
Amortizable intangible assets							
Non-compete agreements	251,216	8,757	_	20,904	(11)	(2,764)	278,102
Technology	53,110	2,043	-	5,980	_	_	61,133
Licenses and distribution agreements	103,028	3,237	_	12,315	265	(3,911)	114,934
Customer relationships	32,452	2,168	_	24,426	530	_	59,576
Construction in progress	_	_	_	_	_	_	
Internally developed intangibles	83,992	2,488	_	15,565	(4)	(17)	102,024
Other	249,065	6,719	(52)	28,327	492	(3,521)	281,030
► TOTAL	772,863	25,412	(52)	107,517	1,272	(10,213)	896,799

### 5.35 BOOK VALUE

in € THOUS, December 31

	2017	2016
Amortizable intangible assets		
Non-compete agreements	47,782	64,055
Technology	84,628	106,681
Licenses and distribution agreements	53,894	67,921
Customer relationships	96,524	187,852
Construction in progress	78,757	17,904
Internally developed intangibles	60,189	62,372
Other	83,557	94,325
► TOTAL	505,331	601,110
Non-amortizable intangible assets		
Tradename	174,689	198,692
Management contracts	3,038	3,318
► TOTAL	177,727	202,010
► INTANGIBLE ASSETS	683,058	803,120

The amortization of intangible assets amounted to €112,773, €107,517 and €101,104 for the years ended December 31, 2017, 2016, and 2015, respectively. These expenses are allocated within costs of revenue, selling, general and administrative and research and development expenses depending upon the area in which the asset is used.

# Goodwill and intangible assets with indefinite useful lives

The reduction in the carrying amount of goodwill is mainly a result of the impact of foreign currency translations, partially offset by acquisitions. The Company's acquisitions consisted primarily of the purchase of clinics in the normal course of operations in 2017 and 2016 as well as the acquisition of an operator of day hospitals in Australia in 2017 and the purchase of a medical technology company focusing on the treatment of lung and cardiac failure in 2016.

The carrying amount of goodwill and intangibles with indefinite useful life is allocated to the CGUs at December 31, 2017 and 2016 as follows:

# 5.36 ALLOCATION OF THE CARRYING AMOUNT TO CGUS

in € THQUS

	North America		EMEA		Asia-Pacific		Latin America	
	2017	2016	2017	2016	2017	2016	2017	2016
Goodwill	10,152,243	11,284,686	1,226,983	1,194,743	641,271	386,495	83,424	89,650
Management contracts with indefinite useful life					3,038	3,318		
Trade name with indefinite useful life	174,074	198,052					615	640

The recoverability of goodwill and other separable intangible assets with indefinite useful lives recorded in the Company's consolidated balance sheets was verified. As a result, the Company did not record any impairment losses in 2017 and 2016.

# 12. CURRENT PROVISIONS AND OTHER CURRENT LIABILITIES

## **Current provisions**

The following table shows a reconciliation of the current provisions for 2017:

# 5.37 DEVELOPMENT OF CURRENT PROVISIONS

in € THOU!

	Jan. 1, 2017	Foreign currency translation	Changes in consolida- tion group	Utilized	Reversed	Additions	Reclassi- fications	Dec. 31, 2017
Self-insurance								
programs	249,961	(30,500)		(217,970)	(31,990)	254,035		223,536
FCPA related charge	10,616	_	_	_	_	200,000	_	210,616
Personnel expenses	20,025	(395)	4	(10,827)	(134)	13,228	6,885	28,786
Risk of lawsuit	6,868	13,093	_	(14,403)	(43)	2,729	_	8,244
Settlement	265,629	(32,160)	_	(226,795)	_	_	_	6,674
Other current provisions	22,348	(1,171)	15	(11,145)	(2,989)	19,369	(1,371)	25,056
► CURRENT PROVISIONS	575,447	(51,133)	19	(481,140)	(35,156)	489,361	5,514	502,912

# **Self-insurance programs**

See note 2d.

# FCPA related charge

The Company recorded a provision of €200,000 related to FCPA investigations. The provision is based on the ongoing settlement negotiations that would avoid litigation between the Company and the SEC and the U.S. Department of Justice (government agencies) and represents an estimate from the range of potential outcomes estimated from current discussions. The FCPA related charge encompasses government agencies' claims for profit disgorgement, as well as accruals for fines and penalties, certain legal expenses and other related costs for asset impairments. For further information on these investigations see note 22.

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### Personnel expenses

Personnel expenses mainly refer to jubilee payments, the current portion of the provisions for accrued severance payments, contribution of partial retirement and share-based plans. As at December 31, 2017 and 2016 the provisions for share-based plans amounted to  $\epsilon$ 6,845 and  $\epsilon$ 2,760 respectively see note 20.

### Settlement

The item "Settlement" included accruals related to our NaturaLyte® and GranuFlo® agreement in principle, which was partially offset by insurance recoveries recorded in other current assets see note 9. For further information on the funding and consummation of the settlement by the Company and its insurers see note 22.

# Other current provisions

The item "Other current provisions" in the table above includes provisions for warranties, physician compensation and return of goods.

### Other current liabilities

As at December 31, 2017 and 2016 other current liabilities consisted of the following:

5.38 OTHER CURRENT LIABILITIES  in € THOUS		
	2017	2016
Personnel liabilities	705,534	688,829
Noncontrolling interests subject to put provisions	469,549	529,406
Unapplied cash and receivable credits	311,925	390,375
Invoices outstanding	160,196	157,302
Rent and lease obligations	111,196	116,120
Withholding tax and VAT	100,327	88,964
Interest liabilities	84,523	107,743
Legal matters, advisory and audit fees	38,553	18,868
Subsidiary Stock Incentive Plan	30,697	7,777
Bonuses, commissions	26,800	33,907
Variable payments outstanding for acquisitions	14,712	78,322
Derivatives	11,702	25,516
Other liabilities	275,134	218,132
► OTHER CURRENT LIABILITIES	2,340,848	2,461,261

# Personnel liabilities

The personnel liabilities mainly refer to liabilities for wages and salaries, bonuses and vacation payments.

# Other liabilities

The item "Other liabilities" in the table above includes deferred income, liabilities for insurance premiums and the current portion of pension liabilities.

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### 13. SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES

At December 31, 2017 and December 31, 2016, short-term debt and short-term debt from related parties consisted of the following:

5.39 SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES in € THOUS		
	2017	2016
Commercial paper program	679,886	475,915
Borrowings under lines of credit	79,313	89,451
Other	1,080	6,644
Short-term debt	760,279	572,010
Short-term debt from related parties (see note 5b)	9,000	3,000
► SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES	769,279	575,010

### Commercial paper program

The Company maintains a commercial paper program under which short-term notes of up to €1,000,000 can be issued. At December 31, 2017 and 2016, the outstanding commercial paper amounted to €680,000 and €476,000, respectively.

# Borrowings under lines of credit and further availabilities

Borrowings under lines of credit in the amount of €79,313 and €89,451 at December 31, 2017 and 2016, respectively, represented amounts borrowed by the Company's subsidiaries under lines of credit with commercial banks. The average interest rates on these borrowings at December 31, 2017 and 2016 were 6.72% and 6.46%, respectively.

Excluding amounts available under the Amended 2012 Credit Agreement see note 14, at December 31, 2017 and 2016, the Company had €258,066 and €229,966 available under other commercial bank agreements. In some instances, lines of credit are secured by assets of the Company's subsidiary that is party to the agreement or may require the Company's quarantee. In certain circumstances, the subsidiary may be required to meet certain covenants.

The Company and certain consolidated entities operate a multi-currency notional pooling cash management system. The Company met the conditions to offset balances within this cash pool for reporting purposes. At December 31, 2017 and 2016, cash and borrowings under lines of credit in the amount of €318,654 and €325,485 were offset under this cash management system.

### Other

At December 31, 2017 and 2016, the Company had €1,080 and €6,644 of other debt outstanding related to fixed payments outstanding for acquisitions.

# **Short-term debt from related parties**

The Company is party to an unsecured loan agreement with Fresenius SE under which the Company or FMCH may request and receive one or more short-term advances up to an aggregate amount of \$400,000 until maturity on July 31, 2022. For further information on short-term debt from related parties see note 5b.

As of December 31, 2017 and 2016, long-term debt and capital lease obligations consisted of the following:

### 5.40 LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS in € THOUS 2017 2016 Amended 2012 Credit Agreement 2,017,952 2,244,115 Bonds 3,810,483 4,670,786 380,735 Convertible Bonds 386,984 Accounts Receivable Facility 293,673 165,037 Capital lease obligations 37,704 43,775 Other 131,611 52,656 Long-term debt and capital lease obligations 6,678,407 7,557,104 Less current portion (883,535) (724,218) ► LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS, LESS CURRENT PORTION 5,794,872 6,832,886

As of December 31, 2017 and December 31, 2016, long-term debt and capital lease obligations have the following maturities:

# 5.41 MATURITY OF LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS in € THOUS

	Payments due by period of				
	Less than 1 year	1–3 years	3–5 years	Over 5 years	Total
2017					
Amended 2012 Credit Agreement	128,058	656,117	1,242,907	_	2,027,082
Bonds	733,528	1,333,966	1,425,657	333,528	3,826,679
Convertible Bonds		400,000	_		400,000
Accounts Receivable Facility		294,338	_		294,338
Capital lease obligations	8,831	14,948	4,860	9,065	37,704
Other	15,220	22,111	41,378	52,933	131,642
► TOTAL	885,637	2,721,480	2,714,802	395,526	6,717,445
2016					
Amended 2012 Credit Agreement	213,735	2,040,150	_		2,253,885
Bonds	474,338	1,788,412	1,390,978	1,043,544	4,697,272
Convertible Bonds	_	_	400,000		400,000
Accounts Receivable Facility		166,018			166,018
Capital lease obligations	11,211	13,868	7,707	10,989	43,775
Other	25,790	16,706	6,543	3,644	52,683
► TOTAL	725,074	4,025,154	1,805,228	1,058,177	7,613,633

The Company's long-term debt as of December 31, 2017, all of which ranks equally in rights of payment, are described as follows:

### Amended 2012 credit agreement

The Company originally entered into a syndicated credit facility of \$3,850,000 and a 5 year tenor (the 2012 Credit Agreement) on October 30, 2012. On November 26, 2014, the 2012 Credit Agreement was amended to increase the total credit facility to approximately \$4,400,000 and extend the term for an additional two years until October 30, 2019 (Amended 2012 Credit Agreement). On July 11, 2017, the Company further amended and extended the Amended 2012 Credit Agreement resulting in a total credit facility of approximately \$3,900,000 with maturities in 2020 and 2022. Consistent with the investment grade rating of the Company, the Amended 2012 Credit Agreement is now unsecured and has lower tiered pricing.

As of December 31, 2017, the Amended 2012 Credit Agreement now consists of:

- ► Revolving credit facilities of \$900,000 and €600,000 which will be due and payable on July 31, 2022.
- A term loan of \$1,470,000, also scheduled to mature on July 31, 2022. Quarterly repayments of \$30,000 began on October 31, 2017 with the remaining balance outstanding due on the maturity date.
- ► A term loan of €343,000 scheduled to mature on July 31, 2022. Quarterly repayments of €7,000 began on October 31, 2017 with the remaining balance outstanding due on the maturity date.
- ► A non-amortizing term loan of €400,000 which is scheduled to mature on July 30, 2020.

Interest on the credit facilities is floating at a rate equal to EURIBOR/LIBOR (as applicable) plus an applicable margin. The applicable margin is variable and depends on the Company's consolidated leverage ratio which is a ratio of its consolidated funded debt less cash and cash equivalents to consolidated EBITDA (as these terms are defined in the Amended 2012 Credit Agreement). At December 31, 2017 and 2016, the dollar-denominated tranches outstanding under the Amended 2012 Credit Agreement had a weighted average interest rate of 2.48% and 2.15%, respectively. At December 31, 2017 and 2016, the euro-denominated tranches had a weighted average interest rate of 0.81% and 1.25%, respectively.

The Amended 2012 Credit Agreement contains affirmative and negative covenants with respect to the Company and its subsidiaries. Under certain circumstances these covenants limit indebtedness and restrict the creation of liens. Under the Amended 2012 Credit Agreement the Company is required to comply with a maximum consolidated leverage ratio (ratio of consolidated funded debt less cash and cash equivalents to consolidated EBITDA).

The following table shows the available and outstanding amounts under the Amended 2012 Credit Agreement at December 31, 2017 and 2016:

# 5.42 AMENDED 2012 CREDIT AGREEMENT – MAXIMUM AMOUNT AVAILABLE AND BALANCE OUTSTANDING

in THOUS

	Maximum amount	Balance outstanding 2017 <sup>1</sup>		
Revolving credit USD	\$900,000	€750,438	\$70,000	€58,367
Revolving credit EUR	€600,000	€600,000		
USD term loan 5-year	\$1,470,000	€1,225,715	\$1,470,000	€1,225,715
EUR term loan 5-year	€343,000	€343,000	€343,000	€343,000
EUR term loan 3-year	€400,000	€400,000	€400,000	€400,000
► TOTAL		€3,319,153		€2,027,082
	Maximum amount	t available 2016	Balance outstanding 2016 <sup>1</sup>	
Revolving credit USD	\$1,000,000	€948,676	\$10,187	€9,664
Revolving credit EUR	€400,000	€400,000		
USD term loan	\$2,100,000	€1,992,221	\$2,100,000	€1,992,221
EUR term loan	€252,000	€252,000	€252,000	€252,000
► TOTAL		€3,592,897		€2,253,885

<sup>&</sup>lt;sup>1</sup> Amounts shown are excluding debt issuance costs.

At December 31, 2017 and 2016, the Company had letters of credit outstanding in the amount of \$1,690 and \$3,550 (€1,409 and €3,368), respectively, under the USD revolving credit facility, which are not included above as part of the balance outstanding at those dates but which reduce available borrowings under the applicable revolving credit facility.

### **Bonds**

At December 31, 2017 and 2016, the Company's bonds consisted of the following:

**5.43 BONDS** 

in THOUS

	Face amount	Maturity	Coupon	Book value 2017 in €	Book value 2016 in €
Issuer/Transaction					
FMC US Finance, Inc. 2007	\$500,000	July 15, 2017	6 7/8%	_	473,482
FMC Finance VIII S.A. 2011	€400,000	September 15, 2018	6.50%	398,838	397,178
FMC US Finance II, Inc. 2011	\$400,000	September 15, 2018	6.50%	332,588	376,886
FMC US Finance II, Inc. 2012	\$800,000	July 31, 2019	5.625%	665,637	756,627
FMC Finance VIII S.A. 2012	€250,000	July 31, 2019	5.25%	249,383	248,993
FMC US Finance II, Inc. 2014	\$500,000	October 15, 2020	4.125%	414,952	471,300
FMC US Finance, Inc. 2011	\$650,000	February 15, 2021	5.75%	538,021	610,670
FMC Finance VII S.A. 2011	€300,000	February 15, 2021	5.25%	298,571	298,108
FMC US Finance II, Inc. 2012	\$700,000	January 31, 2022	5.875%	581,261	661,070
FMC US Finance II, Inc. 2014	\$400,000	October 15, 2024	4.75%	331,232	376,472
► TOTAL				3,810,483	4,670,786

All bonds are guaranteed by the Company and by FMCH. The issuers may redeem the bonds at any time at 100% of principal plus accrued interest and a premium calculated pursuant to the terms of the indenture. The holders have the right to request that the issuers repurchase the bonds at 101% of principal plus accrued interest upon the occurrence of a change of control of the Company followed by a decline in the ratings of the respective bonds.

The Company has agreed to a number of covenants to provide protection to the holders which, under certain circumstances, limit the ability of the Company and its subsidiaries to, among other things, incur debt, incur liens, engage in sale-leaseback transactions and merge or consolidate with other companies or sell assets. Some of these restrictions were suspended automatically as the rating of the respective bonds reached investment grade status. At December 31, 2017, the Company was in compliance with all of its covenants under the bonds.

# **Convertible bonds**

On September 19, 2014, the Company issued €400,000 principal amount of equity-neutral convertible bonds (the Convertible Bonds) which have a coupon of 1.125% and are due on January 31, 2020. The bonds were issued at par. The current conversion price is €73.4408. Since November 2017, bond holders can exercise the conversion rights embedded in the bonds at certain dates. In order to fully offset the economic exposure from the conversion feature, the Company purchased call options on its shares (Share Options). Any increase of the Company's share price above the conversion price would be offset by a corresponding value increase of the Share Options. The Company amortizes the remaining cost of these options and various other offering costs over the life of these bonds in the amount of €13,016, effectively increasing the total interest rate to 2.611%. The Convertible Bonds are guaranteed by FMCH.

### **Accounts Receivable Facility**

The Company refinanced the Accounts Receivable Facility on December 6, 2016 for a term expiring on December 6, 2019 with the available borrowings of \$800,000.

The following table shows the available and outstanding amounts under the Accounts Receivable Facility at December 31, 2017 and December 31, 2016.

# 5.44 ACCOUNTS RECEIVABLE FACILITY - MAXIMUM AMOUNT AVAILABLE AND BALANCE OUTSTANDING

	Maximum amount	Maximum amount available 2017 <sup>1</sup>			
Accounts Receivable Facility	\$800,000	€667,056	\$353,000	€294,338	
	Maximum amount	Maximum amount available 2016 1		nding 2016²	
Accounts Receivable Facility	\$800,000	€758,941	\$175,000	€166,018	

<sup>&</sup>lt;sup>1</sup> Subject to availability of sufficient accounts receivable meeting funding criteria.

The Company also had letters of credit outstanding under the Accounts Receivable Facility in the amount of \$71,244 at December 31, 2017 and \$15,647 at December 31, 2016 (€59,404 and €14,844). These letters of credit are not included above as part of the balance outstanding at December 31, 2017 and 2016; however, they reduce available borrowings under the Accounts Receivable Facility.

Under the Accounts Receivable Facility, certain receivables are sold to NMC Funding Corporation (NMC Funding), a wholly-owned subsidiary. NMC Funding then assigns percentage ownership interests in the accounts receivable to certain bank investors. Under the terms of the Accounts Receivable Facility, NMC Funding retains the right, at any time, to recall all the then outstanding transferred interests in the accounts receivable. Consequently, the receivables remain on the Company's consolidated balance sheet and the proceeds from the transfer of percentage ownership interests are recorded as long-term debt.

NMC Funding pays interest to the bank investors calculated based on the commercial paper rates for the particular tranches selected. At December 31, 2017 and 2016, the interest rate was 1.40% and 1.00%, respectively. Refinancing fees, which include legal costs and bank fees, are amortized over the term of the facility.

# **176** Other

At December 31, 2017 and 2016, in conjunction with certain acquisitions and investments, the Company had fixed payments outstanding for acquisitions totaling approximately €14,199 and €24,566, respectively, of which €4,453 and €15,248, respectively, were classified as the current portion of long-term debt.

### 15. NON-CURRENT PROVISIONS AND OTHER NON-CURRENT LIABILITIES

Of the total amount of non-current provisions and other non-current liabilities amounting to €975,645 at December 31, 2017 (2016: €1,027,983), €626,658 (2016: €393,940) are due in between more than one and three years, €195,490 (2016: €335,026) are due in between three to five years and €153,497 (2016: €299,017) are due after five years.

The item "Other non-current liabilities" in the amount of €821,838 at December 31, 2017 (2016: €917,384) includes, among others, noncontrolling interests subject to put provisions of €361,224 (2016: €478,327), variable payments outstanding for acquisitions of €191,080 (2016: €145,182) and derivatives of €103,461 (2016: €96,272).

The following table shows the development of non-current provisions in the fiscal year:

# 5.45 DEVELOPMENT OF NON-CURRENT PROVISIONS

in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolidation group	Utilized	Reversed	Additions	Reclassi- fications	Dec. 31, 2017
Personnel expenses	59,899	6,243	2,516	(2,420)	(334)	40,084	(5,514)	100,474
Medical malpractice	40,399	(5,311)	_	_		7,237	_	42,325
Other non-current								
provisions	10,301	(648)	1	(358)	(52)	1,764		11,008
► TOTAL	110,599	284	2,517	(2,778)	(386)	49,085	(5,514)	153,807

<sup>&</sup>lt;sup>2</sup> Amounts shown are excluding debt issuance costs.

Personnel expenses mainly refer to provisions for severance payments, contribution of partial retirement and provisions for share-based plans. As at December 31, 2017, the provisions for share-based plans amounted to  $\in$ 87,967 (2016:  $\in$ 47,944) see note 20.

The item "Other non-current provisions" in the table above includes provisions for asset retirement obligations. The increase during the period in the discounted amount arising from the passage over time and the effect of any change in the discount rate is not material.

### 16. EMPLOYEE BENEFIT PLANS

### General

FMC AG & CO. KGAA recognizes pension costs and related pension liabilities for current and future benefits to qualified current and former employees of the Company. The Company's pension plans are structured in accordance with the differing legal, economic and fiscal circumstances in each country. The Company currently has two types of plans, defined benefit and defined contribution plans. In general, plan benefits in defined benefit plans are based on all or a portion of the employees' years of services and final salary. Plan benefits in defined contribution plans are determined by the amount of contribution by the employee and the employer, both of which may be limited by legislation, and the returns earned on the investment of those contributions.

Upon retirement under defined benefit plans, the Company is required to pay defined benefits to former employees when the defined benefits become due. Defined benefit plans may be funded or unfunded. The Company has five major defined benefit plans, one funded plan in the U.S. and one in France as well as one unfunded plan in Germany and two in France.

Starting 2016, the defined benefit plans in France were transferred from "Benefit plans offered by other sub-sidiaries" to the detailed reconciliations of the funded status and the plan assets, retrospectively for 2015.

Actuarial assumptions generally determine benefit obligations under defined benefit plans. The actuarial calculations require the use of estimates. The main factors used in the actuarial calculations affecting the level of the benefit obligations are: assumptions on life expectancy, the discount rate and future salary and benefit levels. Under the Company's funded plans, assets are set aside to meet future payment obligations. An estimated return on the plan assets is recognized as income in the respective period. Actuarial gains and losses are generated when there are variations in the actuarial assumptions and by differences between the actual and the estimated projected benefit obligations and the return on plan assets for that year. The Company's pension liability is impacted by these actuarial gains or losses.

Under defined contribution plans, the Company pays defined contributions to an independent third party as directed by the employee during the employee's service life, which satisfies all obligations of the Company to the employee. The employee retains all rights to the contributions made by the employee and to the vested portion of the Company paid contributions upon leaving the Company. The Company has a defined contribution plan in the U.S.

# **Defined benefit pension plans**

During the first quarter of 2002 FMCH, the Company's U.S. subsidiary, curtailed its defined benefit and supplemental executive retirement plans. Under the curtailment amendment for substantially all employees eligible to participate in the plan, benefits have been frozen as of the curtailment date and no additional defined benefits for future services will be earned. The Company has retained all employee benefit obligations as of the curtailment date. Each year FMCH contributes at least the minimum amount required by the Employee Retirement Income Security Act of 1974, as amended. In 2017, FMCH did not have a minimum funding requirement. The Company voluntarily provided €1,107 to the defined benefit plan. Expected funding for 2018 is €1,026.

The benefit obligation for all defined benefit plans at December 31, 2017, was €792,739 (2016: €811,935) which consists of the gross benefit obligation of €394,677 (2016: €415,743) for the U.S. plan and of €3,995 (2016: €4,015) for the French plan, which are funded by plan assets, and the benefit obligation of €385,835 (2016: €384,003) for the German unfunded plan and the benefit obligation of €8,232 (2016: €8,174) for the two French unfunded plans.

Related to defined benefit plans the Company is exposed to certain risks. Besides general actuarial risks, e.g. the longevity risk and the interest rate risk, the Company is exposed to market risk as well as to investment risk.

The following table shows the changes in benefit obligations, the changes in plan assets and the funded status of the pension plans. Benefits paid as shown in the changes in benefit obligations represent payments made from both the funded and unfunded plans while the benefits paid as shown in the changes in plan assets include only benefit payments from the Company's funded benefit plan.

5.46 FUNDED STATUS in € THOUS		
c 11005	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	811,935	755,604
Foreign currency translation (gains) losses	(52,135)	12,620
Current service cost	28,463	22,888
Past service cost (incl. Curtailments and settlements)	144	(49
Interest cost	24,328	26,497
Transfer of plan participants	4	28
Actuarial (gains) losses arising from changes in financial assumptions	(1,038)	45,070
Actuarial (gains) losses arising from changes in demographic assumptions	(2,490)	(10,448)
Actuarial (gains) losses arising from experience adjustments	7,006	(1,416)
Remeasurements	3,478	33,206
Benefits paid	(23,478)	(30,724)
Curtailments and settlements		(8,135)
▶ BENEFIT OBLIGATION AT END OF YEAR	792,739	811,935
Change in plan assets		
Fair value of plan assets at beginning of year	326,663	239,056
Foreign currency translation gains (losses)	(39,792)	11,649
Interest income from plan assets	13,241	10,164
Actuarial gains (losses) arising from experience adjustments	10,318	1,783
Actual return on plan assets	23,559	11,947
Employer contributions	1,107	99,887
Benefits paid	(20,281)	(27,741)
Curtailments and settlements	_	(8,135)
FAIR VALUE OF PLAN ASSETS AT END OF YEAR	291,256	326,663
ELINDED STATUS AT END OF VEAD	F01 493	485,272
FUNDED STATUS AT END OF YEAR	501,483	485

For the years 2017 and 2016, there were no effects from the asset ceiling.

At December 31, 2017, the weighted average duration of the defined benefit obligation was 18 years (2016: 19 years).

The net pension liability as of December 31, 2017 and 2016 is calculated as follows:

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Benefit plans offered by the U.S., Germany and France contain a pension liability of  $\le$ 501,483 and  $\le$ 485,272 at December 31, 2017 and 2016, respectively. The pension liability consists of a current portion of  $\in$ 4,695 (2016:  $\in$ 4,483) which is recorded in the line item "Current provisions and other current liabilities" in the consolidated balance sheets. The non-current portion of  $\in$ 496,788 (2016:  $\in$ 480,789) is recorded in non-current liabilities as "Pension liabilities" in the consolidated balance sheets.

As of December 31, 2017, €103,519 related to the U.S. pension plan, €385,835 related to the German plan and €12,129 related to the French plans. At December 31, 2016, €89,177 related to the U.S. pension plan, €384,003 related to the German plan and €12,092 related to the French plans. Approximately 72% of the beneficiaries are located in the U.S. and 6% in France with the majority of the remaining 22% located in Germany.

Benefit plans offered by other subsidiaries outside of the u.s., Germany and France contain separate benefit obligations. The total net pension liability for these other plans was €36,304 and €33,725 at December 31, 2017 and 2016 and consists of a current pension liability of €2,533 (2016: €1,975), which is recognized in the line item "Current provisions and other current liabilities". The non-current pension liability of €33,771 (2016: €31,750) for these plans is recorded in non-current liabilities as "Pension liabilities" in the consolidated balance sheets.

The discount rates for all plans are based upon yields of portfolios of highly rated debt instruments with maturities that mirror each plan's benefit obligation. The Company's discount rates at December 31, 2017 and 2016 are the weighted average of these plans based upon their benefit obligations.

The following weighted-average assumptions were utilized in determining benefit obligations at December 31, 2017 and 2016:

5.48 WEIGHTED AVERAGE ASSUMPTIONS in %		
	2017	2016
Discount rate	3.08	3.25
Rate of compensation increase	3.22	3.23
Rate of pension increase	1.45	1.45

# **Sensitivity analysis**

Increases and decreases in principal actuarial assumptions by 0.5 percentage points would affect the pension liability at December 31, 2017 as follows:

5.49 SENSITIVITY ANALYSIS in € THOUS		
	0.5% increase	0.5% decrease
Discount rate	(67,330)	77,338
Rate of compensation increase	11,063	(10,880)
Rate of pension increase	29,078	(26,339)

The sensitivity analysis was calculated based on the average duration of the pension obligations determined at December 31, 2017. The calculations were performed isolated for each significant actuarial parameter, in order to show the effect on the fair value of the pension liability separately.

The sensitivity analysis for compensation increases and for pension increases excludes the u.s. pension plan because it is frozen and therefore is not affected by changes from these two actuarial assumptions.

The defined benefit pension plans' net periodic benefit costs are comprised of the following components for the years ended December 31, 2017, 2016 and 2015:

5.50 COMPONENTS OF NET PERIODIC BENEFIT COST in € THOUS			
	2017	2016	2015
Service cost	28,607	23,777	22,782
Net interest cost	11,087	16,333	15,418
► NET PERIODIC BENEFIT COSTS	39,694	40,110	38,200

Net periodic benefit cost is allocated as personnel expense within costs of revenues; selling, general and administrative expense; or research and development expense. This is depending upon the area in which the beneficiary is employed.

The following weighted-average assumptions were used in determining net periodic benefit cost for the years ended December 31, 2017, 2016 and 2015:

5.51 WEIGHTED AVERAGE ASSUMPTIONS in %			
	2017	2016	2015
Discount rate	3.25	3.67	3.21
Rate of compensation increase	3.23	3.27	3.26
Rate of pension increase	1.45	1.69	1.75

Expected benefit payments are as follows:

5.52 DEFINED BENEFIT PENSION PLANS: CASH OUTFLOWS in € THOUS		
	2017	2016
1 year	21,301	21,957
1–3 years	47,560	48,294
3–5 years	55,223	56,211
5–10 years	168,459	173,581
► TOTAL	292,543	300,043

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### **Plan Assets**

The following table presents the fair values of the Company's pension plan assets at December 31, 2017 and 2016:

### 5.53 FAIR VALUES OF PLAN ASSETS

in € THOUS

		2017		2016		
		Quoted prices in active markets for identical assets	Significant observable inputs		Quoted prices in active markets for identical assets	Significant observable inputs
Asset category	Total	(Level 1)	(Level 2)	Total	(Level 1)	(Level 2)
Equity investments						
Index funds <sup>1</sup>	71,805	(332)	72,137	81,063	(1,994)	83,057
Fixed income investments						
Government securities <sup>2</sup>	5,318	4,903	415	2,373	1,804	569
Corporate bonds <sup>3</sup>	199,232		199,232	209,011		209,011
Other bonds <sup>4</sup>	3,865	_	3,865	5,339	_	5,339
U.S. treasury money market funds <sup>5</sup>	10,938	10,938		28,780	28,780	
Other types of investments						
Cash, money market and mutual funds <sup>6</sup>	98	98		97	97	
► TOTAL	291,256	15,607	275,649	326,663	28,687	297,976

<sup>1</sup> This category comprises low-cost equity index funds not actively managed that track the S&P 500, S&P 400, Russell 2000, MSCI Emerging Markets Index and the Morgan Stanley International EAFE Index.

This category comprises fixed income investments by the U.S. government and government sponsored entities.

- This category primarily represents investment grade bonds of U.S. issuers from diverse industries.
- <sup>4</sup> This category comprises private placement bonds as well as collateralized mortgage obligations
- This category represents funds that invest in U.S. treasury obligations directly or in U.S. treasury backed obligations.
   This category represents cash, money market funds as well as mutual funds comprised of high grade corporate bonds.

The methods and inputs used to measure the fair value of plan assets are as follows:

- Common stocks are valued at their market prices at the balance sheet date.
- Index funds are valued based on market quotes.
- Government bonds are valued based on both market prices and market quotes.
- Corporate bonds and other bonds are valued based on market quotes at the balance sheet date.
- Cash is stated at nominal value which equals the fair value.
- u.s. Treasury money market funds as well as other money market and mutual funds are valued at their market price.

# Plan investment policy and strategy in the u.s.

The Company periodically reviews the assumption for long-term expected return on pension plan assets. As part of the assumptions review, a range of reasonable expected investment returns for the pension plan as a whole was determined based on an analysis of expected future returns for each asset class weighted by the allocation of the assets. The range of returns developed relies both on forecasts, which include the actuarial firm's expected long-term rates of return for each significant asset class or economic indicator, and on broad-market historical benchmarks for expected return, correlation, and volatility for each asset class.

The Company's overall investment strategy is to achieve a mix of approximately 98% of investments for longterm growth and income and 2% in cash or cash equivalents. Investment income and cash or cash equivalents are used for near-term benefit payments. Investments are governed by the plan investment policy and include well diversified index funds or funds targeting index performance.

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er related party securities. The performance benchmarks for the separate asset classes include: S&P 500 Index, S&P 400 Mid-Cap Index, Russell 2000 Index, MSCI EAFE Index, MSCI Emerging Markets Index and Barclays Capital Long-Corporate Bond Index. **Defined contribution plans** €43,778 and €41,701 respectively. and €19,751 to state pension plans. 17. SHAREHOLDERS' EQUITY **Capital stock** 

Most FMCH employees are eligible to join a 401(k) savings plan. Employees can deposit up to 75% of their pay up to a maximum of \$18 if under 50 years old (\$24 if 50 or over) under this savings plan. The Company will match 50% of the employee deposit up to a maximum Company contribution of 3% of the employee's pay. The Company's total expense under this defined contribution plan for the years ended December 31, 2017, 2016, and 2015, was €48,746,

The plan investment policy, utilizing a revised target investment allocation in a range around 30% equity and

70% long-term u.s. corporate bonds, considers that there will be a time horizon for invested funds of more than 5 years. The total portfolio will be measured against a custom index that reflects the asset class benchmarks and the target asset allocation. The plan investment policy does not allow investments in securities of the Company or oth-

Additionally, the Company contributed for the years ended December 31, 2017, 2016, and 2015 €24,329, €20,938

At December 31, 2017, the Company's share capital consists of 308,111,000 bearer shares without par value (Stückaktien) and a nominal value of €1.00 each. The Company's share capital has been fully paid in.

The General Partner has no equity interest in the Company and, therefore, does not participate in either the assets or the profits and losses of the Company. However, the General Partner is compensated for all outlays in connection with conducting the Company's business, including the remuneration of members of its Management Board and its Supervisory Board see note 5c.

Pursuant to Sections 33 and 34 of the German Securities Trading Act (WpHG) (Sections 21 and 22 WpHG old version), any party subject to the notification requirement shall notify the Company when certain mandatory reportable thresholds for voting rights, also by taking account the attribution provisions, are reached, exceeded or fallen below. Section 38 WpHG also stipulates a notification requirement when certain thresholds are reached, exceeded or have fallen below through directly or indirectly held instruments and also, according to Section 39 WpHG when certain thresholds are reached, exceeded or have fallen below through the addition of voting rights according to Section 33 WpHG and instruments according to Section 38 WpHG. Notifications received by the Company subject to the notification requirements were published in accordance with the applicable legal provisions, including publication in the Investors section of the Company's website at www.freseniusmedicalcare.com.

In a notification dated February 8, 2011, Fresenius SE disclosed to the Company pursuant to Section 33 of the WpHG (under Section 21 WpHG at the date of notification) that it held at 35.74% of the voting rights in FMC AG & CO. KGAA. At December 31, 2017, Fresenius SE holds 30.63% of the Company's voting rights. Net of treasury shares held by FMC AG & CO. KGAA in accordance with Section 16 (2) sentence 2 of the German Stock Corporation Act (AktG), Fresenius SE holds 30.80% of the Company's voting rights. In addition, Fresenius SE is the sole stockholder of the General Partner.

On June 21, 2017, the Ministry of Finance on behalf of the Kingdom of Norway including attributed subsidiaries, disclosed by means of a notification pursuant to Section 33, 34 of the WpHG (under Sections 21 and 22 WpHG at the date of notification), that 2.86% of the voting rights of FMC AG & CO. KGAA and instruments relating to 0.04% of the voting rights of FMC AG & CO. KGAA were held as of June 16, 2017. Furthermore, on October 24, 2017, BlackRock, Inc., Wilmington, DE, U.S., including attributed subsidiaries disclosed pursuant to Section 33, 34 of the WpHG (Sections 21, 22 WpHG old version) that 6.28% of the voting rights of FMC AG&CO. KGAA and instruments relating to 0.16% of the voting rights of FMC AG&CO. KGAA were held as of October 19, 2017.

The general meeting of a partnership limited by shares may approve Authorized Capital (genehmigtes Kapital). The resolution creating Authorized Capital requires the affirmative vote of a majority of three quarters of the capital represented at the vote and may authorize the General Partner and its Management Board to issue new shares up to a stated amount for a period of up to five years. The nominal value of any proposed increase of the Authorized Capital may not exceed half of the issued capital stock at the time of the authorization.

In addition, the general meeting of a partnership limited by shares may create Conditional Capital (bedingtes Kapital) for the purpose of issuing (I) new shares to holders of convertible bonds or other securities which grant a right to shares, (II) new shares as the consideration in a merger with another company, or (III) new shares offered to management or employees. In each case, the authorizing resolution requires the affirmative vote of a majority of three quarters of the capital represented at the vote. The nominal value for any proposed increase of the Conditional Capital may not exceed half or, in the case of Conditional Capital created for the purpose of issuing shares to management and employees, 10% of the Company's issued capital at the time of the resolution.

All resolutions increasing the capital of a partnership limited by shares also require the consent of the General Partner in order for the resolutions to go into effect.

The subscribed capital comprised solely ordinary shares due to the conversion of all outstanding preference shares into ordinary shares (approved at FMC AG&CO. KGAA's Annual General Meeting and Preference Shareholder Meeting held on May 16, 2013) as well as the options associated with the preference shares on a 1:1 basis.

# **Authorized capital**

By resolution of the Company's Annual General Meeting (AGM) on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the Company's share capital until May 18, 2020 up to a total of €35,000 through issue of new bearer ordinary shares for cash contributions, "Authorized Capital 2015/1". Additionally, the newly issued shares may be taken up by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer them to the shareholders of the Company. The General Partner is entitled, subject to the approval of the supervisory board, to exclude the pre-emption rights of the shareholders. However, such an exclusion of pre-emption rights will be permissible only for fractional amounts. No Authorized Capital 2015/1 has been issued at December 31, 2017.

In addition, by resolution of the AGM of shareholders on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the share capital of the Company until May 18, 2020 up to a total of €25,000 through the issue of new bearer ordinary shares for cash contributions or contributions in kind, "Authorized Capital 2015/II". The new shares can also be obtained by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer the shares to the Company's shareholders for subscription. The General Partner is entitled, subject to the approval of the Supervisory Board, to exclude the pre-emption rights of the shareholders. However, such exclusion of pre-emption rights will be permissible only if (I) in case of a capital increase against cash contributions, the nominal value of the issued shares does not exceed 10% of the nominal share value of the Company's share capital and the issue price for the new shares is at the time of the determination by the General Partner not significantly lower than the stock price of the existing listed shares of the same class and with the same rights or, (II) in case of a capital increase against contributions in kind, the purpose of such increase is to acquire an enterprise, parts of an enterprise or an interest in an enterprise. No Authorized Capital 2015/II has been issued at December 31, 2017.

Authorized Capital 2015/I and Authorized Capital 2015/II became effective upon registration with the commercial register of the local court in Hof an der Saale on June 10, 2015.

### **Conditional capital**

By resolution of the Company's AGM on May 9, 2006, as amended by the resolution of the Company's AGM on May 15, 2007, resolving a three-for-one share split, the Company's share capital was conditionally increased by up to €15,000 corresponding to 15 M ordinary shares with no par value and a calculated proportionate value of €1.00 each, "Conditional Capital 2006/1" see note 20. The Conditional Capital increase is only executed to the extent subscription rights were awarded under the Stock Option Plan 2006, the holders of the subscription rights exercise their right and the Company does not use Treasury Shares to fulfill the subscription rights with each stock option awarded exercisable for one ordinary share see note 20. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares.

By resolution of the Company's AGM on May 12, 2011, the Company's share capital was conditionally increased with regards to the Stock Option Plan 2011 (2011 SOP) by up to €12,000 subject to the issue of up to 12 M no par value bearer ordinary shares with a calculated proportionate value of €1.00 each (Conditional Capital 2011/1) see note 20. The Conditional Capital increase is only executed to the extent subscription rights were awarded under the 2011 SOP, the holders of the subscription rights exercise their right and the Company does not use Treasury Shares to fulfill the subscription rights with each stock option awarded exercisable for one ordinary share see note 20. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares

Through the Company's other employee participation programs, the Company has issued stock option/sub-scription rights (Bezugsrechte) to employees and the members of the Management Board of the General Partner and employees and members of management of affiliated companies that entitle these persons to receive shares. At December 31, 2017, 4,827,134 options remained outstanding with a remaining average term of five years under these programs. For the year ending December 31, 2017, 889,209 options had been exercised under these employee participation plans see note 20.

Conditional capital at December 31, 2017 was €17,803 in total. Thereof, for all programs, €14,429 was available, which included €10,916 for the 2011 SOP and €3,513 for the 2006 Plan see note 20.

A total of 889,209 shares (2016: 907,720 shares) were issued out of Conditional Capital 2006/I and Conditional Capital 2011/I during 2017, increasing the Company's capital stock by €889 (2016: €908).

# **Treasury stock**

On the basis of the authorization granted by the Company's AGM on May 12, 2011 to conduct a share buy-back program, the Company repurchased 7,548,951 shares in 2013 for an average weighted stock price of €51 per share. The Company retired 6,549,000 of these repurchased shares on February 16, 2016 in order to decrease its share capital.

By resolution of the Company's AGM on May 12, 2016, the General Partner is authorized to purchase treasury shares up to a maximum amount of 10% of the registered share capital existing at the time of this resolution until May 11, 2021. The shares acquired, together with other treasury shares held by the Company or attributable to the Company pursuant to sections 71 a et seqq. AktG, must at no time exceed 10% of the registered share capital. The purchase will be made through the stock exchange, by way of a public tender offer, or a public invitation to shareholders to submit an offer for sale. This authorization is not applicable for the purpose of trading in treasury shares. The General Partner is authorized to use treasury shares purchased on the basis of this authorization or any other earlier authorization for any legally permissible purpose, in particular (I) to redeem shares without requiring any further resolution by the General Meeting, (II) to sell treasury shares to third parties against contributions in kind, (III) to award treasury shares, in lieu of the utilization of conditional capital of the Company, to employees of the Company and companies affiliated with the Company, including members of the management of affiliated companies, and use them to service options or obligations to purchase shares of the Company, and (IV) to use treasury shares to service bonds carrying warrant and/or conversion rights or conversion obligations issued by the Company or companies affiliated with the Company pursuant to section 17 AktG.

On the basis of the authorization granted by the Company's AGM on May 12, 2016 to conduct a share buy-back program, the Company repurchased 660,000 shares, between December 11, 2017, and December 21, 2017, for an average weighted stock price of €87.79.

As of December 31, 2017, the Company holds 1,659,951 treasury shares. These shares will be used solely to either reduce the registered share capital of the Company by cancellation of the acquired shares, or to fulfill employee participation programs of the Company.

The following tabular disclosure provides the number of shares acquired in the context of the share buy-back programs as well as the repurchased treasury stock:

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► TOTAL	65.63	1,659,951	108,931
December 2017	87.79	660,000	57,938
Purchase of Treasury Stock			
February 2016	51.00	6,549,000	333,973
Retirement of repurchased Treasury Stock			
▶ REPURCHASED TREASURY STOCK	51.00	7,548,951	384,966
August 2013	48.40	995,374	48,174
July 2013	49.42	2,972,770	146,916
June 2013	53.05	2,502,552	132,769
May 2013	52.96	1,078,255	57,107
Purchase of Treasury Stock			
Period	Average price paid per share in €	Total number of shares purchased and retired as part of publicly announced plans or programs	Total value of shares¹ in € THOUS

¹ The value of shares repurchased in 2013 and 2017 is inclusive of fees (net of taxes) paid in the amount of approximately €81 and €12, respectively,

# Additional paid-in capital

Additional paid-in capital is comprised of the premium paid on the issue of shares and stock options, the tax effects from stock options, the compensation expense from stock options, which is recognized according to IFRS 2 as well as changes in ownership interest in a subsidiary that does not result in a loss of control.

# **Retained earnings**

Retained earnings is comprised of earnings generated by group entities in prior years to the extent that they have not been distributed as well as changes of the noncontrolling interests subject to put provisions.

### **Dividends**

Under German law, the amount of dividends available for distribution to shareholders is based upon the unconsolidated retained earnings of the Company as reported in its balance sheet determined in accordance with the German Commercial Code (Handelsgesetzbuch).

Cash dividends of €293,973 for 2016 in the amount of €0.96 per share were paid on May 16, 2017.

Cash dividends of €244,251 for 2015 in the amount of €0.80 per share were paid on May 13, 2016.

Cash dividends of €236,773 for 2014 in the amount of €0.78 per share were paid on May 20, 2015.

### **Noncontrolling interests**

Noncontrolling interests represent the proportion of the net assets of consolidated subsidiaries owned by minority shareholders. The Company has purchase obligations under options held by the holders of noncontrolling interests in certain of its subsidiaries. These obligations result from contractual put options and are exercisable by the owners of the noncontrolling interests. In addition to noncontrolling interests the potential obligations under these put options are recognized at fair value in other current or non-current liabilities by profit or loss neutral reclassification from equity.

### 18. SUPPLEMENTARY INFORMATION ON CAPITAL MANAGEMENT

The principle objectives of the Company's capital management strategy are to optimize the weighted average cost of capital and to achieve a balanced mix of total equity and debt. The dialysis industry, in which the Company has a strong market position in global, growing and largely non-cyclical markets, is characterized by stable cash flows. Due to the Company's payors' mostly high credit quality, it is able to generate high, stable, predictable and sustainable cash flows. These generated cash flows allow a reasonable proportion of debt, through the employment of an extensive mix of debt.

As of December 31, 2017 and December 31, 2016, total equity and debt were as follows:

5.55 TOTAL EQUITY, DEBT AND TOTAL ASSETS in € THOUS		
	2017	2016
Total equity including noncontrolling interests	10,828,186	11,051,132
Debt	7,447,686	8,132,114
Total assets	24,025,128	25,503,540
Debt in % of total assets	31.0%	31.9%
Total equity in % of total assets (equity ratio)	45.1%	43.3%

The Company is not subject to any capital requirements provided for in its Articles of Association. The Company has obligations to issue shares out of the conditional capital relating to the exercise of stock options on the basis of the existing 2011 SOP stock option plan see note 20.

Assuring financial flexibility is a top priority in the Company's financing strategy. This flexibility is achieved through a wide range of financing instruments and a high degree of diversification of investors. The Company's maturity profile displays a broad spread of maturities with a high proportion of medium and long-term financings. In the choice of financing instruments market capacity, investor diversification, flexibility, credit conditions and the existing maturity profile are taken into account see note 14.

A key financial performance indicator for the Company is the net leverage ratio, defined as the ratio of net debt/EBITDA. To determine the net leverage ratio, debt less cash and cash equivalents (net debt) is compared to EBITDA (adjusted for acquisitions and divestitures made during the year with a purchase price above a €50,000 threshold as defined in the Amended 2012 Credit Agreement, and non-cash charges). At December 31, 2017 and December 31, 2016, this ratio was 2.1 and 2.3, respectively.

The Company's financing structure and business model are reflected in the investment grade ratings. The Company is covered by the three leading rating agencies, Moody's, Standard & Poor's and Fitch.

5.56 RATING 1			
	Standard & Poor's	Moody's	Fitch
Corporate credit rating	BBB-	Baa3	BBB-
Outlook	positive	stable	stable

A rating is not a recommendation to buy, sell or hold securities of the Company, and may be subject to suspension, change or withdrawal at any time by the

### 19. EARNINGS PER SHARE

The following table contains reconciliations of the numerators and denominators of the basic and fully diluted earnings per share computations for 2017, 2016 and 2015:

5.57 RECONCILIATION OF BASIC AND FULLY DILUTED EARNIN in € THOUS, except share and per share data	GS PER SHARE		
	2017	2016	2015
Numerators			
► NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA	1,279,788	1,143,980	954,946
Denominators			
Weighted average number of shares outstanding	306,563,400	305,748,381	304,440,184
Potentially dilutive shares	719,912	580,313	824,990
▶ BASIC EARNINGS PER SHARE	4.17	3.74	3.14
► FULLY DILUTED EARNINGS PER SHARE	4.16	3.73	3.13

### 20. SHARE-BASED PLANS

The Company accounts for its share-based plans in accordance with IFRS 2 (Share-based payments).

### FMC AG & CO. KGAA share-based plans

At December 31, 2017, the Company has various share-based compensation plans, which may either be equity- or cash-settled.

# FMC AG & CO. KGAA long-term incentive plan 2016

As of May 11, 2016, the issuance of stock options and phantom stocks under the FMC AG & CO. KGAA Long-Term Incentive Program 2011 (LTIP 2011) is no longer possible. In order to continue to enable the members of the Management Board, the members of the management boards of affiliated companies and managerial staff members to adequately participate in the long-term, sustained success of the Company, the Management Board and the supervisory board of Management AG have approved and adopted the FMC AG & CO. KGAA Long-Term Incentive Plan 2016 (LTIP 2016) as a successor program effective January 1, 2016.

The LTIP 2016 is a variable compensation program with long-term incentive effects. Pursuant to the LTIP 2016, the plan participants may be granted so-called "Performance Shares" annually or semiannually during 2016 to 2018. Performance Shares are non-equity, cash-settled virtual compensation instruments which may entitle plan participants to receive a cash payment depending on the achievement of pre-defined performance targets further defined below as well as the Company's share price development.

For members of the Management Board, the Supervisory Board will, in due exercise of its discretion and taking into account the individual responsibility and performance of each Management Board member, determine an initial value for each grant for any awards to Management Board members. For plan participants other than the members of the Management Board, such determination will be made by the Management Board. The initial grant value is determined in the currency in which the respective participant receives their base salary at the time of the grant. In order to determine the number of Performance Shares each plan participant receives, their respective grant value will be divided by the value per Performance Share at the time of the grant, which is mainly determined based on the average price of the Company's shares over a period of thirty calendar days prior to the respective grant date.

The number of granted Performance Shares may change over the performance period of three years, depending on the level of achievement of the following: (I) revenue growth, (II) growth in net income attributable to shareholders of FMC AG & CO. KGAA (net income growth) and (III) return on invested capital (ROIC) improvement.

Revenue, net income and ROIC are determined according to IFRS in euro based on full year results. Revenue growth and net income growth, for the purpose of this plan, are determined at constant currency.

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An annual target achievement level of 100% will be reached for the revenue growth performance target if revenue growth is 7% in each individual year of the three-year performance period; revenue growth of 0% will lead to a target achievement level of 0% and the maximum target achievement level of 200% will be reached in the case of revenue growth of at least 16%. If revenue growth ranges between these values, the degree of target achievement will be linearly interpolated between these values.

An annual target achievement level of 100% for the net income growth performance target will be reached if net income growth is 7% in each individual year of the three-year performance period. In the case of net income growth of 0%, the target achievement level will also be 0%; the maximum target achievement of 200% will be reached in the case of net income growth of at least 14%. Between these values, the degree of target achievement will be determined by means of linear interpolation.

With regard to Roic improvement, an annual target achievement level of 100% will be reached if the target Roic as defined for the respective year is reached. In 2016, the target Roic was 7.3% and will increase by 0.2% each subsequent year until 2020. A target achievement level of 0% will be reached if the Roic falls below the target Roic for the respective year by 0.2 percentage points or more, whereas the maximum target achievement level of 200% will be reached if the target Roic for the respective year is exceeded by 0.2 percentage points or more. The degree of target achievement will be determined by means of linear interpolation if the Roic ranges between these values. In case the annual Roic target achievement level in the third year of a performance period is equal or higher than the Roic target achievement level in each of the two previous years of such performance period, the Roic target achievement level of the third year is deemed to be achieved for all years of the respective performance period.

The achievement level for each of the three performance targets will be weighted annually at one-third to determine the yearly target achievement for each year of the three-year performance period. The level of overall target achievement over the three-year performance period will then be determined on the basis of the mean of these three average yearly target achievements. The overall target achievement can be in a range of 0 to 200%.

The number of Performance Shares granted to the plan participants at the beginning of the performance period will each be multiplied by the level of overall target achievement in order to determine the final number of Performance Shares.

The final number of Performance Shares is generally deemed earned four years after the day of a respective grant (the vesting period). The number of such vested Performance Shares is then multiplied by the average Company share price over a period of thirty days prior to the lapse of this four-year vesting period. The respective resulting amount will then be paid to the plan participants as cash compensation.

During 2017, the Company awarded 614,985 Performance Shares under the LTIP 2016 including 73,746 Performance Shares to the members of the Management Board at a measurement date weighted average fair value of €83.40 each and a total fair value of €51,290, which will be revalued if the fair value changes. The total fair value will be amortized over the four-year vesting period.

During 2016, the Company awarded 642,349 Performance Shares under the LTIP 2016, including 79,888 Performance Shares to the members of the Management Board at a measurement date weighted average fair value of €76.19 each and a total fair value of €48,941 which will be revalued if the fair value changes. The total fair value will be amortized over the four-year vesting period.

# FMC AG & CO. KGAA long-term incentive program 2011

On May 12, 2011, the FMC AG & CO. KGAA Stock Option Plan 2011 (2011 SOP) was established by resolution of the Company's Annual General Meeting. The 2011 SOP, together with the Phantom Stock Plan 2011, which was established by resolution of the General Partner's Management and supervisory boards, forms the Company's LTIP 2011. Under the LTIP 2011, participants were granted awards, which consisted of a combination of stock options and phantom stocks. The final grant under the LTIP 2011 was made in December 2015. Awards under the LTIP 2011 are subject to a four-year vesting period. Vesting of the awards granted is subject to achievement of pre-defined performance targets. The 2011 SOP was established with a conditional capital increase up to €12,000 subject to the issue of up to 12 M non-par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share.

Stock options granted under the LTIP 2011 have an eight-year term and can be exercised for the first time after a four-year vesting period. The exercise price of stock options granted under the LTIP 2011 shall be the average stock exchange price on the Frankfurt Stock Exchange of the Company's shares during the 30 calendar days immediately prior to each grant date. Stock options granted under the LTIP 2011 to U.S. participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Stock options under the LTIP 2011 are not transferable by a participant or a participant's heirs, and may not be transferred, pledged, assigned, or disposed of otherwise.

Phantom stock awards under the LTIP 2011 entitle the holders to receive payment in euro from the Company upon exercise of the phantom stock. The payment per phantom share in lieu of the issuance of such stock shall be based upon the share price on the Frankfurt Stock Exchange of one of the Company's shares on the exercise date. Phantom stock awards have a five-year term and can be exercised for the first time after a four-year vesting period. For participants who are U.S. tax payers, the phantom stock is deemed to be exercised in any event in the month of March following the end of the vesting period.

During 2015, under the LTIP 2011, the Company awarded 3,073,360 stock options, including 502,980 stock options granted to the Management Board, at a weighted average exercise price of €77.06, a weighted average fair value of €15.00 each and a total fair value of €46,088 which will be amortized over the four-year vesting period. The Company also awarded 607,828 shares of phantom stock, including 62,516 shares of phantom stock granted to members of the Management Board at a measurement date weighted average fair value of €73.81 each and a total fair value of €44,864, which will be revalued if the fair value changes, and amortized over the four-year vesting period.

#### New incentive bonus plan

In 2017, the Management Board was eligible for performance-related compensation that depended upon achievement of pre-defined targets. The targets are measured based on the operating income margin, net income growth and free cash flow (net cash provided by operating activities after capital expenditures before acquisitions and investments) in percentage of revenue, and are derived from the comparison of targeted and actually achieved current year figures. Targets are divided into Group level targets and those to be achieved in individual regions and areas of responsibility.

Performance-related bonuses for fiscal year 2017 consist proportionately of a cash component and a share-based component which will be paid in cash. Upon meeting the annual targets, the cash component for the year 2017 will be paid in the following year, after the consolidated financial statements for 2017 have been approved. The share-based component is subject to a three-year vesting period, although a shorter period may apply in special cases (e. g. occupational disability, retirement and employment contracts which were not extended by the Company). The amount of cash for the payment relating to the share-based component shall be based on the share price of Fresenius Medical Care AG & Co. KGaA ordinary shares upon exercise. For each of the members of the Management Board, the amount of the achievable pay component as well as of the allocation value of the cash-settled share-based compensation is capped.

Share-based compensation related to this plan for years ending 2017, 2016 and 2015 was €3,418, €3,281 and €801, respectively.

#### FMC AG & CO. KGAA Stock Option Plan 2006

The FMC AG & CO. KGAA Stock Option Plan 2006 (Amended 2006 Plan) was established with a conditional capital increase up to €12,800, subject to the issue of up to 5 M no par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share. In connection with the share split effected in 2007, the principal amount was adjusted to the same proportion as the share capital out of the capital increase up to €15,000 by the issue of up to 15 M new non-par value bearer ordinary shares. After December 2010, no further grants were issued under the Amended 2006 Plan. As at December 31, 2017 there are no further exercisable stock options under the plan 2006.

Options granted under the Amended 2006 Plan to U.S. participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Options under the Amended 2006 Plan are not transferable by a participant or a participant's heirs, and may not be transferred, pledged, assigned, or otherwise disposed of.

#### Information on holdings under share-based plans

At December 31, 2017, the Management Board held 819,491 stock options and employees of the Company held 4,007,643 stock options under the various share-based compensation plans of the Company.

At December 31, 2017, the Management Board held 73,432 phantom shares and employees of the Company held 691,164 phantom shares under the 2011 Incentive Plan.

At December 31, 2017, the Management Board held 150,993 Performance Shares and employees of the Company held 1,042,923 Performance Shares under the LTIP 2016.

#### Additional information on stock options

The table below provides reconciliations for stock options outstanding at December 31, 2017, as compared to December 31, 2016.

#### **5.58 TRANSACTIONS**

	Options (in THOUS)	Weighted Average Exercise Price in €
Stock options for shares		
▶ BALANCE AT DECEMBER 31, 2016	6,067	62.98
Granted		_
Exercised <sup>1</sup>	889	47.50
Forfeited	351	52.82
► BALANCE AT DECEMBER 31, 2017	4,827	65.67

 $<sup>^{1}</sup>$  The average share price at the date of exercise of the options was €83.01.

The following table provides a summary of fully vested options outstanding and exercisable at December 31, 2017:

#### **5.59 SHARE OPTIONS**

		Outstanding			isable
	Number of options	Weighted average remaining contractual life in years	Weighted average exercise price in €	Number of options	Weighted average exercise price in €
Range of exercise prices in €					
45.01 – 50.00	1,630,590	4.41	49.90	278,460	49.75
50.01 – 55.00	254,360	1.59	52.42	254,360	52.42
55.01 – 60.00	226,156	3.12	57.60	174,316	57.30
60.01 – 65.00	_	_		_	-
65.01 – 70.00					
70.01 – 75.00		_	_	_	-
75.01 – 80.00	2,716,028	5.58	77.04	_	-
► TOTAL	4,827,134	4.86	65.67	707,136	52.57

At December 31, 2017, there was €9,930 total unrecognized compensation costs related to non-vested options granted under all plans. These costs are expected to be recognized over a weighted average period of one year.

During the years ended December 31, 2017, 2016, and 2015, the Company received cash of €42,234, €39,438 and €68,745, respectively, from the exercise of stock options see note 17. The intrinsic value of stock options exercised for the twelve-month periods ending December 31, 2017, 2016, and 2015 was €31,580, €31,410 and €66,594, respectively.

The compensation expenses related to equity-settled stock option programs are determined based upon the fair value on the grant date and the number of stock options granted which will be recognized over the four year vesting period. In connection with its equity-settled stock option programs, the Company incurred compensation expense of €11,736, €23,210 and €5,933 for the years ending December 31, 2017, 2016 and 2015, respectively.

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The compensation expenses related to cash-settled share based payment transactions are determined based upon the fair value at the measurement date and the number of phantom shares or Performance Shares granted which will be recognized over the four-year vesting period. In connection with cash-settled share based payment transactions, the Company recognized compensation expense of €21,576, €15,509 and €10,755 related to phantom shares for the years ending December 31, 2017, 2016 and 2015, respectively, and €38,882 and €19,513, related to Performance Shares for the year ended December 31, 2017 and 2016.

#### Fair value information

The Company used a binomial option-pricing model in determining the fair value of the awards under the 2011 sop and the Amended 2006 Plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experience of other entities of the same size and in similar industries. Expected volatility is based on historical volatility of the Company's shares. To incorporate the effects of expected early exercise in the model, an early exercise of vested options was assumed as soon as the share price exceeds 155% of the exercise price. The Company's stock options have characteristics that vary significantly from traded options and changes in subjective assumptions can materially affect the fair value of the option. The assumptions used to determine the fair value of the 2015 grants are as follows:

5.60 WEIGHTED AVERAGE ASSUMPTIONS	
	2015
Expected dividend yield	1.46%
Risk-free interest rate	0.44%
Expected volatility	22.32%
Expected life of options	8 years
Weighted average Exercise price	77.06€
Weighted average Share price at grant date	77 25 €

#### **Subsidiary stock incentive plans**

Subsidiary stock incentive plans were established during 2014 in conjunction with two acquisitions made by the Company. Under these plans, two of the Company's subsidiaries are authorized to issue a total of 116,103,806 Incentive Units. The Incentive Units have two types of vesting conditions: a service condition and a performance condition. Of the total Incentive Units granted, eighty percent vest ratably over a four year period and twenty percent vest upon the achievement of certain of the relevant subsidiary's performance targets over a six year vesting period (the Performance Units).

Fifty percent of the Performance Units will vest upon achievement of performance targets in 2017. The remaining 50%, plus any unvested Performance Units, will vest upon achievement of performance targets in 2019. All of the Performance Units will vest upon achievement of performance targets in 2020, if not previously vested. Additionally, for one of the subsidiaries, all Performance Units not previously vested will vest upon successful completion of an initial public offering.

As of December 31, 2017, 2016 and 2015, €2,041, €13,820 and €15,721, respectively, total unrecognized compensation expenses related to unvested Incentive Units under the plans. These costs are expected to be recognized over a weighted average period of 1.3 years.

The Company used the Monte Carlo pricing model in determining the fair value of the awards under this incentive plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experiences of other entities of the same size and in similar industries.

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# 21. OPERATING LEASES AND RENTAL PAYMENTS ompany leases buildings and machinery and equipment unde

The Company leases buildings and machinery and equipment under various lease agreements expiring on dates through 2063. Rental expense recorded for operating leases for the years ended December 31, 2017, 2016 and 2015 was €823,446, €756,393 and €690,830, respectively. For information regarding operating leases with related parties see note 5a.

Future minimum rental payments under non-cancelable operating leases for the five years succeeding December 31, 2017 and 2016 and thereafter are:

5.61 FUTURE MINIMUM RENTAL PAYMENTS in € THOUS		
	2017	2016
1 year	728,312	702,436
1–3 years	1,246,719	1,138,767
3–5 years	934,725	827,555
Over 5 years	1,595,270	1,291,060
► TOTAL	4,505,026	3,959,818

#### 22. COMMITMENTS AND CONTINGENCIES

#### Legal and regulatory matters

The Company is routinely involved in claims, lawsuits, regulatory and tax audits, investigations and other legal matters arising, for the most part, in the ordinary course of its business of providing health care services and products. Legal matters that the Company currently deems to be material or noteworthy are described below. For the matters described below in which the Company believes a loss is both reasonably possible and estimable, an estimate of the loss or range of loss exposure is provided. For the other matters described below, the Company believes that the loss probability is remote and/or the loss or range of possible losses cannot be reasonably estimated at this time. The outcome of litigation and other legal matters is always difficult to predict accurately and outcomes that are not consistent with the Company's view of the merits can occur. The Company believes that it has valid defenses to the legal matters pending against it and is defending itself vigorously. Nevertheless, it is possible that the resolution of one or more of the legal matters currently pending or threatened could have a material adverse effect on its business, results of operations and financial condition.

On February 15, 2011, a whistleblower (relator) action under the False Claims Act against FMCH was unsealed by order of the United States District Court for the District of Massachusetts and served by the relator. United States ex rel. Chris Drennen v. Fresenius Medical Care Holdings, Inc., 2009 Civ. 10179 (D. Mass.). The relator's complaint, which was first filed under seal in February 2009, alleged that the Company sought and received reimbursement from government payors for serum ferritin and multiple forms of hepatitis B laboratory tests that were medically unnecessary or not properly ordered by a physician. Discovery on the relator's complaint closed in May 2015. Although the United States initially declined to intervene in the case, the government subsequently changed position. On April 3, 2017, the court allowed the government to intervene with respect only to certain hepatitis B surface antigen tests performed prior to 2011, when Medicare reimbursement rules for such tests changed. The court rejected the government's request to conduct new discovery, but is allowing FMCH to take discovery against the government as if the government had intervened at the outset.

Beginning in 2012, the Company received certain communications alleging conduct in countries outside the U.S. that might violate the FCPA or other anti-bribery laws. Since that time, the Company's Supervisory Board, through its Audit and Corporate Governance Committee, has conducted investigations with the assistance of independent counsel. In a continuing dialogue, the Company voluntarily advised the SEC and the DOJ about these investigations, while the SEC and DOJ (collectively the "government" or "government agencies") have conducted their own investigations, in which the Company has cooperated.

In the course of this dialogue, the Company has identified and reported to the government, and has taken remedial actions including employee disciplinary actions with respect to, conduct that might result in the government agencies' seeking monetary penalties or other sanctions against the Company under the FCPA or other anti-bribery laws and impact adversely the Company's ability to conduct business in certain jurisdictions. The Company has recorded in prior periods a non-material accrual for certain adverse impacts that were identified.

The Company has substantially concluded its investigations and undertaken discussions toward a possible settlement with the government agencies that would avoid litigation over government demands related to certain identified conduct. These discussions are continuing and have not yet achieved an agreement-in-principle; failure to reach agreement and consequent litigation with either or both government agencies remains possible. The discussions have revolved around possible bribery and corruption questions principally related to certain conduct in the Company's products business in a number of countries.

The Company has recorded a charge of €200,000 in the accompanying financial statements. The charge is based on ongoing settlement negotiations that would avoid litigation between the Company and the government agencies and represents an estimate from a range of potential outcomes estimated from current discussions. The charge encompasses government agencies claims for profit disgorgement, as well as accruals for fines or penalties, certain legal expenses and other related costs or asset impairments.

The Company continues to implement enhancements to its anti-corruption compliance program, including internal controls related to compliance with international anti-bribery laws. The Company continues to be fully committed to FCPA and other anti-bribery law compliance.

On April 5, 2013, the U.S. Judicial Panel on Multidistrict Litigation ordered that the numerous lawsuits pending in various federal courts alleging wrongful death and personal injury claims against FMCH and certain of its affiliates relating to FMCH's acid concentrate products NaturaLyte® and GranuFlo® be transferred and consolidated for pretrial management purposes into a consolidated multidistrict litigation in the United States District Court for the District of Massachusetts. In Re: Fresenius GranuFlo/NaturaLyte Dialysate Products Liability Litigation, Case No. 2013-md-02428. The Massachusetts state courts and the St. Louis City (Missouri) court subsequently established similar consolidated litigation for their cases. In Re: Consolidated Fresenius Cases, Case No. MICV 2013-03400-0 (Massachusetts Superior Court, Middlesex County). Similar cases were filed in other state courts. The lawsuits alleged generally that inadequate labeling and warnings for these products caused harm to patients. On February 17, 2016, the Company reached with a committee of plaintiffs' counsel and reported to the courts an agreement in principle for settlement of potentially all cases. The agreement in principle called for the Company to pay \$250,000 into a settlement fund in exchange for releases of substantially all the plaintiffs' claims, subject to the Company's right to void the settlement under certain conditions.

On November 28, 2017, after the plaintiff committee and the Company determined that the condition of settlement related to minimum participation had been satisfied, the Company and its insurers funded and consummated the settlement on or about this date. The Company understands that fewer than fifty (50) plaintiffs with cases pending in the u.s. District Court for Massachusetts (Boston); Los Angeles, California county court; or Birmingham, Alabama county court declined to participate in the settlement and intend to continue litigation. These remaining cases represent less than 0.5% of the total cases filed. In some instances, the non-participating plaintiffs' counsel have moved to withdraw and no substitute counsel has been engaged.

The Company's affected insurers funded \$220,000 of the settlement fund, with a reservation of rights regarding certain coverage issues between and among the Company and its insurers. The Company accrued a net expense of \$60,000 for consummation of the settlement, including legal fees and other anticipated costs.

Following entry of the agreement in principle, the Company's insurers in the AIG group and the Company each initiated litigation against the other, in New York and Massachusetts state courts respectively, relating to the AIG group's coverage obligations under applicable policies. In the coverage litigation, the AIG group seeks to be indemnified by the Company for a portion of its \$220,000 outlay; the Company seeks to confirm the AIG group's \$220,000 funding obligation, to recover defense costs already incurred by the Company, and to compel the AIG group to honor defense and indemnification obligations, if any, required for resolution of cases not participating in the settlement.

Certain of the complaints in the GranuFlo®/NaturaLyte® litigation named combinations of FMC AG&CO.KGAA, Management AG, Fresenius SE and Fresenius Management SE as defendants, in addition to FMCH and its domestic United States affiliates. Plaintiffs participating in the settlement dismissed and released their claims encompassing the European defendants.

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Four institutional plaintiffs filed complaints against FMCH or its affiliates under state deceptive practices statutes resting on certain background allegations common to the GranuFlo®/NaturaLyte® personal injury litigation, but seeking as remedy the repayment of sums paid to FMCH attributable to the GranuFlo®/NaturaLyte® products. These cases implicate different legal standards, theories of liability and forms of potential recovery from those in the personal injury litigation and their claims were not extinguished by the personal injury litigation settlement described above. The four plaintiffs are the Attorneys General for the States of Kentucky, Louisiana and Mississippi and the commercial insurance company Blue Cross Blue Shield of Louisiana in its private capacity. State of Mississippi ex rel. Hood, v. Fresenius Medical Care Holdings, Inc., No. 14-cv-152 (Chancery Court, DeSoto County); State of Louisiana ex re. Caldwell and Louisiana Health Service & Indemnity Company v. Fresenius Medical Care Airline, 2016 Civ. 11035 (U.S.D.C. D. Mass.); Commonwealth of Kentucky ex rel. Beshear v. Fresenius Medical Care Holdings, Inc. et al., No. 16-CI-00946 (Circuit Court, Franklin County).

In August 2014, FMCH received a subpoena from the United States Attorney for the District of Maryland inquiring into FMCH's contractual arrangements with hospitals and physicians involving contracts relating to the management of in-patient acute dialysis services. FMCH is cooperating in the investigation.

In July 2015, the Attorney General for Hawaii issued a civil complaint under the Hawaii False Claims Act alleging a conspiracy pursuant to which certain Liberty Dialysis subsidiaries of FMCH overbilled Hawaii Medicaid for Liberty's Epogen® administrations to Hawaii Medicaid patients during the period from 2006 through 2010, prior to the time of FMCH's acquisition of Liberty. Hawaii v. Liberty Dialysis – Hawaii, LLC et al., Case No. 15-1-1357-07 (Hawaii 1st Circuit). The State alleges that Liberty acted unlawfully by relying on incorrect and unauthorized billing guidance provided to Liberty by Xerox State Healthcare LLC, which acted as Hawaii's contracted administrator for its Medicaid program reimbursement operations during the relevant period. The amount of the overpayment claimed by the State is approximately \$8,000, but the State seeks civil remedies, interest, fines, and penalties against Liberty and FMCH under the Hawaii False Claims Act substantially in excess of the overpayment. FMCH filed third-party claims for contribution and indemnification against Xerox. The State's False Claims Act complaint was filed after Liberty initiated an administrative action challenging the State's recoupment of alleged overpayments from sums currently owed to Liberty. The civil litigation and administrative action are proceeding in parallel. Trial in the civil litigation is scheduled for April 2019.

On August 31 and November 25, 2015, respectively, FMCH received subpoenas under the False Claims Act from the United States Attorneys for the District of Colorado and the Eastern District of New York inquiring into FMCH's participation in and management of dialysis facility joint ventures in which physicians are partners. On March 20, 2017, FMCH received a subpoena in the Western District of Tennessee inquiring into certain of the operations of dialysis facility joint ventures with the University of Tennessee Medical Group, including joint ventures in which FMCH's interests were divested to Satellite Dialysis in connection with FMCH's acquisition of Liberty Dialysis in 2012. FMCH is cooperating in these investigations.

On October 6, 2015, the Office of Inspector General of the United States Department of Health and Human Services (OIG) issued a subpoena under the False Claims Act to the Company seeking information about utilization and invoicing by Fresenius Vascular Care, now known as Azura Vascular Care, facilities as a whole for a period beginning after the Company's acquisition of American Access Care LLC in October 2011 (AAC). On August 24, 2017, an additional and more detailed subpoena on the same topics was issued by the United States Attorney for the Eastern District of New York (Brooklyn), which has managed the Azura investigation from its outset. The Company is cooperating in the government's inquiry. Allegations against AAC arising in districts in Connecticut, Florida and Rhode Island relating to utilization and invoicing were settled in 2015.

On June 30, 2016, FMCH received a subpoena from the United States Attorney for the Northern District of Texas (Dallas) seeking information under the False Claims Act about the use and management of pharmaceuticals including Velphoro® as well as FMCH's interactions with DaVita Healthcare Partners, Inc. The investigation encompasses DaVita, Amgen, Sanofi, and other pharmaceutical manufacturers and includes inquiries into whether certain compensation transfers between manufacturers and pharmacy vendors constituted unlawful kickbacks. The Company understands that this investigation is substantively independent of the \$63,700 settlement by Davita Rx announced on December 14, 2017 in the matter styled United States ex rel. Gallian v. DaVita Rx, 2016 Civ. 0943 (N.D. Tex.). FMCH is cooperating in the investigation.

On November 18, 2016, FMCH received a subpoena under the False Claims Act from the United States Attorney for the Eastern District of New York (Brooklyn) seeking documents and information relating to the operations of Shiel Medical Laboratory, Inc., which FMCH acquired in October 2013. In the course of cooperating in the investigation and preparing to respond to the subpoena, FMCH identified falsifications and misrepresentations in documents submitted by a Shiel salesperson that relate to the integrity of certain invoices submitted by Shiel for laboratory testing for patients in long term care facilities. On February 21, 2017, FMCH terminated the employee and notified the United States Attorney of the termination and its circumstances. The terminated employee's conduct may subject the Company to liability for overpayments and penalties under applicable laws.

On December 12, 2017, the Company sold to Quest Diagnostics certain Shiel operations that are the subject of this Brooklyn subpoena, including the misconduct reported to the United States Attorney. Under the sale agreement, the Company retains responsibility for the Brooklyn investigation and its outcome. The Company continues to cooperate in the ongoing investigation.

On December 14, 2016, the Center for Medicare & Medicaid Services (CMS), which administers the federal Medicare program, published an Interim Final Rule (IFR) titled "Medicare Program; Conditions for Coverage for End-Stage Renal Disease Facilities-Third Party Payment". The IFR would have amended the Conditions for Coverage for dialysis providers, like FMCH and would have effectively enabled insurers to reject premium payments made by or on behalf of patients who received grants for individual market coverage from the American Kidney Fund (AKF or the "Fund"). The IFR could thus have resulted in those patients losing individual insurance market coverage. The loss of coverage for these patients would have had a material and adverse impact on the operating results of FMCH.

On January 25, 2017, a federal district court in Texas responsible for litigation initiated by a patient advocacy group and dialysis providers including FMCH preliminarily enjoined CMS from implementing the IFR. Dialysis Patient Citizens v. Burwell, 2017 Civ. 0016 (E.D. Texas, Sherman Div.). The preliminary injunction was based on CMS' failure to follow appropriate notice-and-comment procedures in adopting the IFR. The injunction remains in place and the court retains jurisdiction over the dispute.

On June 22, 2017, CMS requested a stay of proceedings in the litigation pending further rulemaking concerning the IFR. CMS stated, in support of its request, that it expects to publish a Notice of Proposed Rulemaking in the Federal Register and otherwise pursue a notice-and-comment process. Plaintiffs in the litigation, including FMCH, consented to the stay, which was granted by the court on June 27, 2017.

The operation of charitable assistance programs like that of the AKF is also receiving increased attention by state insurance regulators. The result may be a regulatory framework that differs from state to state. Even in the absence of the IFR or similar administrative actions, insurers are likely to continue efforts to thwart charitable premium assistance to our patients for individual market plans and other insurance coverages. If successful, these efforts would have a material adverse impact on the Company's operating results.

On January 3, 2017, the Company received a subpoena from the United States Attorney for the District of Massachusetts under the False Claims Act inquiring into the Company's interactions and relationships with the AKF, including the Company's charitable contributions to the Fund and the Fund's financial assistance to patients for insurance premiums. FMCH is cooperating in the investigation, which the Company understands to be part of a broader investigation into charitable contributions in the medical industry.

In early May 2017, the United States Attorney for the Middle District of Tennessee (Nashville) issued identical subpoenas to FMCH and two subsidiaries under the False Claims Act concerning the Company's retail pharmaceutical business. The investigation is exploring allegations related to improper inducements to dialysis patients to fill oral prescriptions through FMCH's pharmacy service, improper billing for returned pharmacy products and other allegations similar to those underlying the \$63,700 settlement by DaVita Rx in Texas announced on December 14, 2017. United States ex rel. Gallian, 2016 Civ. 0943 (N.D. Tex.). FMCH is cooperating in the investigation.

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In 2011, FMCH received a subpoena from the United States Attorney for the Eastern District of New York (Brooklyn) requesting information under the False Claims Act concerning an assay manufactured by Bayer Diagnostics. Bayer Diagnostics was later acquired by Siemens. The assay is used to test for the serum content of parathyroid hormone (PTH). The assay has been widely used by FMCH and others in the dialysis industry for assessment of bone mineral metabolism disorder, a common consequence of kidney failure. FMCH responded fully and cooperatively to the subpoena, but concluded that it was not the focus or target of the U.S. Attorney's investigation. On March 16, 2017, the U.S. Attorney elected not to intervene on a sealed relator (whistleblower) complaint first filed in January 2011 that underlay the investigation. After the U.S. Attorney declined intervention, the United States District Court for the Eastern District unsealed the complaint and ordered the relator to serve and otherwise proceed on his own. On August 14, 2017, FMCH was dismissed with prejudice from the litigation on relator's motion. The litigation continued against other defendants Patriarca v. Bayer Diagnostics n/k/a Siemens et alia, 2011 Civ. 00181 (E.D.N.Y.).

The Company received a subpoena dated December 11, 2017 from the United States Attorney for the Eastern District of California (Sacramento) requesting information under the False Claims Act concerning Spectra Laboratories, the Company's affiliate engaged in laboratory testing for dialysis patients. The inquiry relates to allegations that certain services or materials provided by Spectra to its outpatient dialysis facility customers constitute unlawful kickbacks. The Company understands that the allegations originate with an industry competitor and is cooperating in the investigation.

From time to time, the Company is a party to or may be threatened with other litigation or arbitration, claims or assessments arising in the ordinary course of its business. Management regularly analyzes current information including, as applicable, the Company's defenses and insurance coverage and, as necessary, provides accruals for probable liabilities for the eventual disposition of these matters.

The Company, like other health care providers, insurance plans and suppliers, conducts its operations under intense government regulation and scrutiny. It must comply with regulations which relate to or govern the safety and efficacy of medical products and supplies, the marketing and distribution of such products, the operation of manufacturing facilities, laboratories, dialysis clinics and other health care facilities, and environmental and occupational health and safety. With respect to its development, manufacture, marketing and distribution of medical products, if such compliance is not maintained, the Company could be subject to significant adverse regulatory actions by the u.s. Food and Drug Administration (FDA) and comparable regulatory authorities outside the u.s. These regulatory actions could include warning letters or other enforcement notices from the FDA, and/or comparable foreign regulatory authority which may require the Company to expend significant time and resources in order to implement appropriate corrective actions. If the Company does not address matters raised in warning letters or other enforcement notices to the satisfaction of the FDA and/or comparable regulatory authorities outside the U.S., these regulatory authorities could take additional actions, including product recalls, injunctions against the distribution of products or operation of manufacturing plants, civil penalties, seizures of the Company's products and/or criminal prosecution. FMCH is currently engaged in remediation efforts with respect to one pending FDA warning letter. The Company must also comply with the laws of the United States, including the federal Anti-Kickback Statute, the federal False Claims Act, the federal Stark Law, the federal Civil Monetary Penalties Law and the federal Foreign Corrupt Practices Act as well as other federal and state fraud and abuse laws. Applicable laws or regulations may be amended, or enforcement agencies or courts may make interpretations that differ from the Company's interpretations or the manner in which it conducts its business. Enforcement has become a high priority for the federal government and some states. In addition, the provisions of the False Claims Act authorizing payment of a portion of any recovery to the party bringing the suit encourage private plaintiffs to commence whistleblower actions. By virtue of this regulatory environment, the Company's business activities and practices are subject to extensive review by regulatory authorities and private parties, and continuing audits, subpoenas, other inquiries, claims and litigation relating to the Company's compliance with applicable laws and regulations. The Company may not always be aware that an inquiry or action has begun, particularly in the case of whistleblower actions, which are initially filed under court seal.

The Company operates many facilities and handles the personal data (PD) of its patients and beneficiaries throughout the United States and other parts of the world, and engages with other business associates to help it carry out its health care activities. In such a decentralized system, it is often difficult to maintain the desired level of oversight and control over the thousands of individuals employed by many affiliated companies and its business associates. On occasion, the Company or its business associates may experience a breach under the Health Insurance Portability and Accountability Act Privacy Rule and Security Rules, the EU's General Data Protection Regulation and or other similar laws (Data Protection Laws) when there has been impermissible use, access, or disclosure of unsecured PD or when the Company or its business associates neglect to implement the required administrative, technical and physical safeguards of its electronic systems and devices, or a data breach that results in impermissible use, access or disclosure of personal identifying information of its employees, patients and beneficiaries. On those occasions, the Company must comply with applicable breach notification requirements.

The Company relies upon its management structure, regulatory and legal resources, and the effective operation of its compliance program to direct, manage and monitor the activities of its employees. On occasion, the Company may identify instances where employees or other agents deliberately, recklessly or inadvertently contravene the Company's policies or violate applicable law. The actions of such persons may subject the Company and its subsidiaries to liability under the Anti-Kickback Statute, the Stark Law, the False Claims Act, Data Protection Laws, the Health Information Technology for Economic and Clinical Health Act and the Foreign Corrupt Practices Act, among other laws and comparable state laws or laws of other countries.

Physicians, hospitals and other participants in the health care industry are also subject to a large number of lawsuits alleging professional negligence, malpractice, product liability, worker's compensation or related claims, many of which involve large claims and significant defense costs. The Company has been and is currently subject to these suits due to the nature of its business and expects that those types of lawsuits may continue. Although the Company maintains insurance at a level which it believes to be prudent, it cannot assure that the coverage limits will be adequate or that insurance will cover all asserted claims. A successful claim against the Company or any of its subsidiaries in excess of insurance coverage could have a material adverse effect upon it and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company has also had claims asserted against it and has had lawsuits filed against it relating to alleged patent infringements or businesses that it has acquired or divested. These claims and suits relate both to operation of the businesses and to the acquisition and divestiture transactions. The Company has, when appropriate, asserted its own claims, and claims for indemnification. A successful claim against the Company or any of its subsidiaries could have a material adverse effect upon its business, financial condition, and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company is also subject to ongoing and future tax audits in the u.s., Germany and other jurisdictions. With respect to other potential adjustments and disallowances of tax matters currently under review, the Company does not anticipate that an unfavorable ruling could have a material impact on its results of operations. The Company is not currently able to determine the timing of these potential additional tax payments.

Other than those individual contingent liabilities mentioned above, as well as in **note 8 and 21**, the current estimated amount of the Company's other known individual contingent liabilities is immaterial.

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#### 23. FINANCIAL INSTRUMENTS

The Company applies IFRS 7 (Financial Instruments: Disclosures). Thereby the following categories according to IAS 39 (Financial Instruments: Recognition and Measurement) are relevant: financial assets at fair value through profit or loss, loans and receivables, financial liabilities at fair value through profit or loss as well as financial liabilities recognized at amortized cost and available for sale financial assets.

The following table demonstrates the combination between categories and classes as well as the classes allocated to the balance sheet items:

#### 5.62 FINANCIAL INSTRUMENTS - MATRIX

		Classes		
	Cash and cash equivalents	Assets recognized at carrying amount	Liabilities recognized at carrying amount	
Categories				
Financial assets at fair value through profit or loss				
Loans and receivables		Trade accounts receivable, Accounts receivable from related parties, Other current and non-current assets		
Financial liabilities at fair value through profit or loss				
Financial liabilities recognized at amortized cost			Accounts payable, Accounts payable to related parties, Short-term debt, Short-term debt from related parties, Long-term debt and capital lease obligations <sup>1</sup> , Current provisions and other current liabilities	
Available for sale financial assets				
Not assigned to a category	Cash and cash equivalents	Other current and non-current assets	Long-term debt and capital lease obligations <sup>2</sup>	

Excluding capital lease obligations.
 Exclusively capital lease obligations.

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		Classes		
Assets recognized at fair value	Liabilities recognized at fair value	Noncontrolling interests subject to put provisions	Derivatives not designated as hedging instruments	Derivatives designated as hedging instruments
			Other current and non-current assets	
	Current and non-current provisions and other current and non-current liabilities		Current and non-current provisions and other current and non-current liabilities	
Other current assets and non-current assets				
		Other current liabilities and non-current liabilities		Other current and non-current assets, Current and non-current provisions and other current and non-current liabilities
	Other current assets	Current and non-current provisions and other current and non-current liabilities  Other current assets	Assets recognized at fair value  Current and non-current provisions and other current and non-current liabilities  Other current assets and non-current assets  Other current assets  Other current assets  Other current liabilities	Assets recognized at fair value    Current and non-current provisions and other current and non-current liabilities   Current and non-current and non-current liabilities   Other current assets and non-current assets   Other current liabilities   Other cu

#### Valuation of financial instruments

The carrying amounts of financial instruments at December 31, 2017 and 2016, classified into categories according to IAS 39, can be seen in the following table:

5.63 CARRYING AMOUNT OF FINANCIAL INSTRUMENT CATEGORIES in € THOUS		
	2017	2016
Loans and receivables	3,573,597	3,835,800
Financial liabilities recognized at amortized cost	(9,594,293)	(10,449,169)
Financial assets at fair value through profit or loss	113,713	132,406
Financial liabilities at fair value through profit or loss	(317,745)	(339,701)
Available for sale financial assets <sup>1</sup>	19,493	256,437
Not assigned to a category	261,484	(194,176)

<sup>&</sup>lt;sup>1</sup> The impact on the consolidated statements of shareholders' equity is not material.

The following table presents the carrying amounts and fair values of the Company's financial instruments at December 31, 2017 and 2016:

#### 5.64 CARRYING AMOUNT AND FAIR VALUE OF FINANCIAL INSTRUMENTS

in € THOUS

	2017		2016	
	Carrying amount	Fair value	Carrying amount	Fair value
Non-derivative financial instruments				
Cash and cash equivalents	978,109	978,109	708,882	708,882
Assets recognized at carrying amount <sup>1</sup>	3,728,097	3,728,097	3,987,806	3,987,806
Assets recognized at fair value	19,493	19,493	256,437	256,437
Liabilities recognized at carrying amount <sup>2</sup>	(9,631,997)	(10,038,690)	(10,492,944)	(10,993,377)
Liabilities recognized at fair value	(205,791)	(205,791)	(223,504)	(223,504)
Noncontrolling interests subject to put provisions	(830,773)	(830,773)	(1,007,733)	(1,007,733)
Derivative financial instruments				
Derivatives not designated as hedging instruments	1,759	1,759	16,209	16,209
Derivatives designated as hedging instruments	(2,648)	(2,648)	(3,556)	(3,556)

Not included are "Other current and non-current assets" that do not qualify as financial instruments (December 31, 2017: €653,449 and December 31, 2016: €850,630).

Derivative and non-derivative financial instruments that are measured at fair value are categorised in the following three-tier value hierarchy that reflects the significance of the inputs in making the measurements. Level 1 is defined as observable inputs, such as quoted prices in active markets. Level 2 is defined as inputs other than quoted prices in active markets that are directly or indirectly observable. Level 3 is defined as unobservable inputs for which little or no market data exists, therefore requiring the Company to develop its own assumptions.

The valuation of the Company's derivatives was determined using significant other observable inputs (Level 2).

#### Non-derivative financial instruments

The significant methods and assumptions used in estimating the fair values of non-derivative financial instruments are as follows:

Cash and cash equivalents are stated at nominal value which equals the fair value.

Short-term financial instruments such as trade accounts receivable, accounts receivable from related parties, accounts payable, accounts payable to related parties and short-term debt as well as certain other financial instruments are valued at their carrying amounts, which are reasonable estimates of the fair value due to the relatively short period to maturity of these instruments.

The fair value of available for sale financial assets quoted in an active market is based on price quotations at the period-end date (Level 1).

<sup>&</sup>lt;sup>2</sup> Not included are "Current and non-current provisions and other current and non-current liabilities" that do not qualify as financial instruments (December 31, 2017: €1,221,209 and December 31, 2016: €1,190,462).

Long-term debt is recognized at its carrying amount. The fair values of major long-term debt are calculated on the basis of market information (Level 2). Liabilities for which market quotes are available are measured using these quotes. The fair values of the other long-term debt are calculated at the present value of the respective future cash flows. To determine these present values, the prevailing interest rates and credit spreads for the Company as of the balance sheet date are used.

Variable payments outstanding for acquisitions are recognized at their fair value. The estimation of the individual fair values is based on the key inputs of the arrangement that determine the future contingent payment as well as the Company's expectation of these factors (Level 3). The Company assesses the likelihood and timing of achieving the relevant objectives. The underlying assumptions are reviewed regularly.

Following is a roll forward of variable payments outstanding for acquisitions for the years ended 2017, 2016 and 2015:

5.65 VARIABLE PAYMENTS OUTSTANDING FOR ACQUISITIONS in € THOUS			
	2017	2016	2015
► BEGINNING BALANCE AT JANUARY 1	223,504	51,125	41,911
Acquisitions and divestitures	21,128	195,701	31,712
Repayments	(32,764)	(25,826)	(24,760)
(Gain) loss recognized in profit or loss	(2,685)	613	(1,080)
Foreign currency translation and other changes	(3,391)	1,891	3,342
► ENDING BALANCE AT DECEMBER 31	205,792	223,504	51,125

Noncontrolling interests subject to put provisions are recognized at their fair value. The methodology the Company uses to estimate the fair values assumes the greater of net book value or a multiple of earnings, based on historical earnings, development stage of the underlying business and other factors (Level 3). Additionally, there are put provisions that are valued by an external valuation firm. The external valuation estimates the fair values using a combination of discounted cash flows and a multiple of earnings and/or revenue (Level 3). When applicable, the obligations are discounted at a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the liability. The estimated fair values of the noncontrolling interests subject to these put provisions can also fluctuate, and the discounted cash flows as well as the implicit multiple of earnings and/or revenue at which these noncontrolling interest obligations may ultimately be settled could vary significantly from the Company's current estimates depending upon market conditions.

Following is a roll forward of noncontrolling interests subject to put provisions for the years ended 2017, 2016 and 2015:

5.66 NONCONTROLLING INTERESTS SUBJECT TO PUT PROVISION in € THOUS	ONS		
	2017	2016	2015
▶ BEGINNING BALANCE AT JANUARY 1	1,007,733	791,075	551,045
Contributions to noncontrolling interests	(164,404)	(169,260)	(148,562)
Purchase of noncontrolling interests	(121,057)	(1,785)	(3,237)
Sale of noncontrolling interests	70,528	53,919	10,370
Contributions from noncontrolling interests	14,794	29,144	15,096
Expiration of put provisions and other reclassifications	(6,329)	(8,814)	4,692
Changes in fair value of noncontrolling interests	(20,012)	115,627	154,235
Net income	160,916	164,515	143,422
Foreign currency translation	(111,396)	33,312	64,014
► ENDING BALANCE AT DECEMBER 31	830,773	1,007,733	791,075

Credit risk resulting from a decrease in the value of the Company's financing receivables and allowances on credit losses of financing receivables are immaterial.

#### **Derivative financial instruments**

#### Market risk

The Company is exposed to effects related to foreign exchange fluctuations in connection with its international business activities that are denominated in various currencies. In order to finance its business operations, the Company issues bonds and enters mainly into long-term credit agreements with banks. Due to these financing activities, the Company is exposed to changes in the interest rate as well as to price risks of balance sheet items with a fixed interest rate.

In order to manage the risk of currency exchange rate and interest rate fluctuations, the Company enters into various hedging transactions by means of derivative instruments with highly rated financial institutions as authorized by the Company's General Partner. On a quarterly basis, the Company performs an assessment of its counterparty credit risk. The Company currently considers this risk to be low. The Company's policy, which has been consistently followed, is that financial derivatives be used only for the purpose of hedging foreign currency and interest rate exposure.

In certain instances, the Company enters into derivative contracts that do not qualify for hedge accounting but are utilized for economic purposes (economic hedges). The Company does not use financial instruments for trading purposes.

The Company established guidelines for risk assessment procedures and controls for the use of financial instruments. They include a clear segregation of duties with regard to execution on one side and administration, accounting and controlling on the other.

To reduce the credit risk arising from derivatives the Company entered into Master Netting Agreements with banks. Through such agreements, positive and negative fair values of the derivative contracts could be offset against one another if a partner becomes insolvent. This offsetting is valid for transactions where the aggregate amount of obligations owed to and receivable from are not equal. If insolvency occurs, the party which owes the larger amount is obliged to pay the other party the difference between the amounts owed in the form of one net payment.

These master netting agreements do not provide a basis for offsetting the fair values of derivative financial instruments in the statement of financial position as the offsetting criteria under IFRS are not satisfied.

At December 31, 2017 and December 31, 2016, the Company had epsilon11,574 and epsilon24,312 of derivative financial assets subject to netting arrangements and epsilon12,730 and epsilon26,751 of derivative financial liabilities subject to netting arrangements. Offsetting these derivative financial instruments would have resulted in net assets of epsilon5,505 and epsilon13,673 as well as net liabilities of epsilon6,661 and epsilon112 at December 31, 2017 and December 31, 2016, respectively.

The Company calculates benchmarks for individual exposures in order to quantify interest and foreign exchange risks. The benchmarks are derived from achievable and reasonable market rates. Depending on the individual benchmarks, hedging strategies are agreed on and implemented.

Earnings of the Company were not materially affected by hedge ineffectiveness in the reporting period since the critical terms of the interest and foreign exchange derivatives matched mainly the critical terms of the underlying exposures.

In connection with the issuance of the Convertible Bonds in September 2014, the Company purchased Share Options. Any change in the Company's share price above the conversion price would be offset by a corresponding value change in the Share Options.

#### Foreign exchange risk management

The Company conducts business on a global basis in various currencies, though a majority of its operations are in Germany and the United States. For financial reporting purposes in accordance with Section 315 e of the German Commercial Code (HGB) the Company has chosen the euro as its reporting currency see note 1h. Therefore, changes in the rate of exchange between the euro and the local currencies in which the financial statements of the Company's international operations are maintained, affect its results of operations and financial position as reported in its consolidated financial statements.

Additionally, individual subsidiaries are exposed to transactional risks mainly resulting from intercompany purchases between production sites and other subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing currencies and the currency in which their local operations are conducted. For the purpose of hedging existing and foreseeable foreign exchange transaction exposures the Company enters into foreign exchange forward contracts and, on a small scale, foreign exchange options. At December 31, 2017 and December 31, 2016, the Company had no foreign exchange options.

Changes in the fair value of the effective portion of foreign exchange forward contracts designated and qualifying as cash flow hedges of forecasted product purchases and sales are reported in AOCI. Additionally, in connection with intercompany loans in foreign currency, the Company uses foreign exchange swaps to assure that no foreign exchange risks arise from those loans, which, if they qualify for cash flow hedge accounting, are also reported in AOCI. These amounts recorded in AOCI are subsequently reclassified into earnings as a component of cost of revenue for those contracts that hedge product purchases and sales or as an adjustment of interest income/expense for those contracts that hedge loans, in the same period in which the hedged transaction affects earnings. The notional

amounts of foreign exchange contracts in place that are designated and qualify as cash flow hedges totalled €91,068 and €103,358 at December 31, 2017 and December 31, 2016, respectively.

The Company also enters into derivative contracts for forecasted product purchases and sales and for intercompany loans in foreign currencies which do not qualify for hedge accounting but are utilized for economic hedges as defined above. In these two cases, the change in value of the economic hedge is recorded in the income statement and usually offsets the change in value recorded in the income statement for the underlying asset or liability. The notional amounts of economic hedges that do not qualify for hedge accounting totalled €665,108 and €1,407,611 at December 31, 2017 and December 31, 2016, respectively.

The Company uses a Cash-Flow-at-Risk (CFaR) model in order to estimate and quantify transaction risks from foreign currencies. The basis for the analysis of the currency risks are the foreign currency cash flows that are reasonably expected to arise within the following twelve months, less any hedges. Under the CFaR approach, the potential currency fluctuations of these net exposures are shown as probability distributions based on historical volatilities and correlations of the preceding 250 business days. The calculation is made assuming a confidence level of 95% and a holding period of up to one year. The aggregation of currency risks has risk-mitigating effects due to correlations between the transactions concerned, i. e. the overall portfolio's risk exposure is generally less than the sum total of the underlying individual risks. At December 31, 2017, the Company's CFaR amounts to €50,813, this means with a probability of 95% a potential loss in relation to the forecasted foreign exchange cash flows of the next twelve months will be not higher than €50,813.

Significant influence on the Company's foreign currency risk is exerted by the u.s. dollar, the Chinese Yuan Renminbi, the South Korea Won, the Russian Ruble and the Indian Rupee. The following table shows the Company's most significant net positions in foreign currencies at December 31, 2017:

5.67 SIGNIFICANT NET POSITIONS IN FOREIGN CURRENCIES in € THOUS		
	2017	
USD	198,755	
CNY	150,384	
KRW	81,285	
RUB	72,410	
INR	44,655	

#### Interest rate risk management

The Company's interest rate risks mainly arise from money market and capital market transactions of the group for financing its business activities.

The Company enters into derivatives, particularly interest rate swaps and to a certain extent, interest rate options, to protect against the risk of rising interest rates. These interest rate derivatives are designated as cash flow hedges and have been entered into in order to effectively convert payments based on variable interest rates into payments at a fixed interest rate. The euro-denominated interest rate swaps expire in 2019 and have a weighted average interest rate of 0.32%. Interest payable and receivable under the swap agreements is accrued and recorded as an adjustment to interest expense.

For purposes of analysing the impact of changes in the relevant reference interest rates on the Company's results of operations, the Company calculates the portion of financial debt which bears variable interest rate and which has not been hedged by means of interest rate swaps or options against rising interest rates. For this particular part of its liabilities, the Company assumes an increase in the reference rates of 0.5% compared to the actual rates as of the balance sheet date. The corresponding additional annual interest expense is then compared to the Company's net income. This analysis shows that an increase of 0.5% in the relevant reference rates would have an effect of less than 1% on the consolidated net income and the shareholder's equity of the Company.

The effective portion of gains and losses of derivatives designated as cash flow hedges is deferred in AOCI; the amount of gains and losses reclassified from AOCI are recorded in interest income and interest expenses.

At December 31, 2017 and December 31, 2016, the notional amount of the euro-denominated interest rate swaps in place was €228,000 and €252,000.

In addition, the Company also enters into interest rate hedges (pre-hedges) in anticipation of future long-term debt issuance. These pre-hedges are used to hedge interest rate exposures with regard to interest rates which are relevant for the future long-term debt issuance and which could rise until the respective debt is actually issued. These pre-hedges were settled at the issuance date of the corresponding long-term debt with the settlement amount recorded in AOCI amortized to interest expense over the life of the debt. At December 31, 2017 and December 31, 2016, the Company had €16,495 and €35,814, respectively, related to settlements of pre-hedges deferred in AOCI, net of tax.

#### Derivative financial instruments valuation

The following table shows the carrying amounts of the Company's derivatives at December 31, 2017 and December 31, 2016:

#### 5.68 DERIVATIVE FINANCIAL INSTRUMENTS VALUATION

in € THOUS

	2017		2016	2016		
-	Assets <sup>2</sup>	Liabilities <sup>2</sup>	Assets <sup>2</sup>	Liabilities <sup>2</sup>		
Derivatives in cash flow hedging relationships <sup>1</sup>						
Current						
Foreign exchange contracts	531	(2,182)	2,018	(4,101)		
Non-current						
Foreign exchange contracts	30	(11)	17	(76)		
Interest rate contracts	_	(1,016)	_	(1,414)		
► TOTAL	561	(3,209)	2,035	(5,591)		
Derivatives not designated as hedging instruments   Current  Foreign exchange contracts	11,279	(9,520)	37,743	(21,415)		
Totaligh exchange contracts	11,273	(3,320)	37,743	(21,413)		
Non-current						
Foreign exchange contracts	_	_	_	(119)		
Derivatives embedded in the Convertible Bonds	-	(102,434)	_	(94,663)		
Share Options to secure the Convertible Bonds	102,434	_	94,663	_		
► TOTAL	113,713	(111,954)	132,406	(116,197)		

- 1 At December 31, 2017 and December 31, 2016, the valuation of the Company's derivatives was determined using significant other observable inputs (Level 2).
- <sup>2</sup> Derivative instruments are marked to market each reporting period resulting in carrying amounts being equal to fair values at the reporting date.

The carrying amounts for the current portion of derivatives indicated as assets in the table above are included in Other current assets in the consolidated balance sheets while the current portion of those indicated as liabilities are included in current provisions and other current liabilities. The non-current portions indicated as assets or liabilities are included in the consolidated balance sheets in Other non-current assets or Non-current provisions and other non-current liabilities, respectively.

The significant methods and assumptions used in estimating the fair values of derivative financial instruments are as follows:

The fair value of interest rate swaps is calculated by discounting the future cash flows on the basis of the market interest rates applicable for the remaining term of the contract as of the balance sheet date. To determine the fair value of foreign exchange forward contracts, the contracted forward rate is compared to the current forward rate for the remaining term of the contract as of the balance sheet date. The result is then discounted on the basis of the market interest rates prevailing at the balance sheet date for the applicable currency. The fair value of the embedded derivative of the Convertible Bonds is calculated using the difference between the market value of the Convertible Bonds and the market value of an adequate straight bond discounted with the market interest rates as of the reporting date.

The Company's own credit risk is incorporated in the fair value estimation of derivatives that are liabilities. Counterparty credit risk adjustments are factored into the valuation of derivatives that are assets. The Company monitors and analyses the credit risk from derivative financial instruments on a regular basis. For the valuation of derivative financial instruments, the credit risk is considered in the fair value of every individual instrument. The default probability is based upon the credit default swap spreads of each counterparty appropriate for the duration. The calculation of the credit risk considered in the valuation is performed by multiplying the default probability appropriate for the duration with the expected discounted cash flows of the derivative financial instrument.

7,771

(7,771)

1,160

Interest income/expense

(11,877)

11,877

828

#### The effect of financial instruments on the consolidated statements of income

The effects of financial instruments recorded in the consolidated statements of income consist of interest income of €43,297 (2016: €42,139), interest expense of €397,187 (2016: €408,508) as well as allowances for doubtful accounts of €549,631 (2016: €430,974).

Interest income in 2017 primarily results from the valuation of the Share Options which the Company purchased in connection with the issuance of the Convertible Bonds, interest on overdue receivables and lease receivables. In 2016 a large part of interest income results from the valuation of the derivatives embedded in the Convertible Bonds.

The major part of interest expenses relates to financial liabilities of the Company which are not accounted for at fair value through profit or loss.

In the fiscal year 2017 net losses from foreign currency transactions amount to €36,159 (2016: net gains €5,688). The following table shows the effect of derivatives on the consolidated financial statements:

# 5.69 THE EFFECT OF DERIVATIVES ON THE CONSOLIDATED FINANCIAL STATEMENTS in € THOUS

	Amount of Gain (Loss) recog- nized in AOCI on derivatives (effective portion)		Location of (Gain) Loss reclassified from AOCI in Income (effective portion)	Amount of (Gain) Loss reclassified from AOCI in Income (effective portion)	
	for the year Decembe			for the year ended December 31	
	2017	2016		2017	2016
Derivatives in cash flow hedging relationships					
Interest rate contracts	(388)	1,050	Interest income/expense	27,875	26,335
Foreign exchange contracts	2,001	(2,407)	Costs of Revenue	(1,505)	133
► TOTAL	1,613	(1,357)		26,370	26,468
			Location of (Gain) Loss recog- nized in Income on derivatives	Amount of (Gain nized in Income o	
				for the year December	
				2017	2016
Derivatives not designated as hedging instrume	ents				
Foreign exchange contracts			Selling, general and administrative expenses	(8,275)	(2,109)
Foreign exchange contracts			Interest income/expense	9,435	2,937

At December 31, 2017, the Company had foreign exchange derivatives with maturities of up to 14 months and interest rate swaps with maturities of up to 22 months.

The following table shows when the cash flow from derivative financial instruments is expected to occur:

#### 5.70 CASH FLOW FROM DERIVATIVE FINANCIAL INSTRUMENTS

in € THOUS

► TOTAL

Derivatives embedded in the Convertible Bonds

Share Options to secure the Convertible Bonds

		Expected in period of						
	Less than 1 year	1–3 years	3-5 years	Over 5 years				
2017								
Designated as hedging instrument	(2,370)	(530)	_	-				
Not designated as hedging instrument	1,762			-				
2016								
Designated as hedging instrument	(2,879)	(953)	-	-				
Not designated as hedging instrument	16,331	(119)	- 0	-				

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#### Credit risk

The Company is exposed to potential losses in the event of non-performance by counterparties. With respect to derivative financial instruments it is not expected that any counterparty fails to meet its obligations as the counterparties are highly rated financial institutions. The maximum credit exposure of derivatives is represented by the fair value of those contracts with a positive fair value at the balance sheet date. The maximum credit exposure of all derivatives amounted to €114,274 at December 31, 2017 (2016: €134,441). The maximum credit risk resulting from the use of non-derivative financial instruments is defined as the total amount of all receivables and cash and cash equivalents. In order to control this credit risk, the Management of the Company carries out an ageing analysis of trade accounts receivable. For details on the ageing analysis and on the allowance for doubtful accounts see note 7.

#### Liquidity risk

The liquidity risk is defined as the risk that a company is potentially unable to meet its financial obligations. The Management of the Company manages the liquidity of the group by means of effective working capital and cash management as well as an anticipatory evaluation of refinancing alternatives. The Management of the Company believes that existing credit facilities, net cash provided by operating activities and additional short-term debt are sufficient to meet the Company's foreseeable demand for liquidity see note 13.

The following table shows all non-discounted payments agreed by contract concerning financial liabilities and derivative financial instruments recorded in the consolidated balance sheets:

Payments due by period of

#### **5.71 PAYMENTS AGREED BY CONTRACTS**

in € THOUS

	Payments due by period of					
	Less than 1 year	1–3 years	3-5 years	Over 5 years		
2017						
Accounts payable	590,493	11	_	_		
Accounts payable to related parties	147,349	_	_	_		
Other current financial liabilities	1,446,458	_	_	-		
Short-term debt <sup>1</sup>	769,279	_	_	-		
Long-term debt and capital lease obligations <sup>2,3</sup>	198,585	1,463,857	1,328,177	66,063		
Bonds	946,099	1,613,103	1,532,235	365,213		
Variable payments outstanding for acquisitions	15,921	87,533	116,776	16,918		
Noncontrolling interests subject to put provisions	473,189	200,299	81,424	115,960		
Letters of credit		59,404	1,409	-		
Derivative financial instruments – in cash flow hedging relationships	2,901	560		-		
Derivative financial instruments – not designated as hedging instrument	9,523	102,434		-		
2016						
Accounts payable	575,556	101	-	-		
Accounts payable to related parties	264,069	_	_	-		
Other current financial liabilities	1,521,104	_	_	-		
Short-term debt <sup>1</sup>	575,010		_	-		
Long-term debt and capital lease obligations <sup>2,3</sup>	302,133	2,320,334	418,309	19,865		
Bonds	741,243	2,206,333	1,601,433	1,117,126		
Variable payments outstanding for acquisitions	78,717	43,659	107,145	23,042		
Noncontrolling interests subject to put provisions	527,243	229,508	173,819	136,443		
Letters of credit		18,212		-		
Derivative financial instruments – in cash flow hedging relationships	4,897	970		-		
Derivative financial instruments – not designated as hedging instrument	21,427	94,782	_	-		
1 (						

<sup>&</sup>lt;sup>1</sup> Includes amounts from related parties.

Product purchases and sales designated as cash flow hedges are expected to affect profit and loss in the same period in which the cash flows occur.

<sup>&</sup>lt;sup>2</sup> Future interest payments for financial liabilities with variable interest rates were calculated using the latest interest rates fixed prior to December 31, 2017 and 2016.

<sup>&</sup>lt;sup>3</sup> Excluding bonds.

#### 24. OTHER COMPREHENSIVE INCOME (LOSS)

The changes in the components of other comprehensive income (loss) for the years ended December 31, 2017, 2016, and 2015 are as follows:

5.72 OTHER COMPRE	HENSIVE IN	ICOME (L	.OSS)						
		2017			2016			2015	
	Pretax	Tax effect	Net	Pretax	Tax effect	Net	Pretax	Tax effect	Net
Components that will not be reclassified to profit or loss:									
Actuarial gain (loss) on defined benefit pension plans	6,840	(27,393)	(20,553)	(31,423)	7,085	(24,338)	30,169	(8,830)	21,339
Components that may be reclassified subse- quently to profit or loss:									
Foreign currency translation adjustment	(1,284,173)	_	(1,284,173)	368,429	_	368,429	674,727	_	674,727
Other comprehensive income (loss) relating to cash flow hedges:									
Changes in fair value of cash flow hedges during the period	1,613	(430)	1,183	(1,357)	568	(789)	12,700	(4,070)	8,630
Reclassification adjustments	26,370	(7,977)	18,393	26,468	(7,607)	18,861	41,496	(11,317)	30,179
Total other comprehensive income (loss) relating to cash flow hedges	27,983	(8,407)	19,576	25,111	(7,039)	18,072	54,196	(15,387)	38,809
► OTHER COMPRE- HENSIVE INCOME (LOSS)	(1,249,350)	(35,800)	(1,285,150)	362,117	46	362,163	759,092	(24,217)	734,875

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#### 25. SUPPLEMENTARY CASH FLOW INFORMATION

The following additional information is provided with respect to net cash provided by (used in) investing activities for the years ended December 31, 2017, 2016 and 2015:

5.73 DETAILS FOR NET CASH PROVIDED BY (USED IN) INVESTIN in € THOUS	IG ACTIVITIES		
	2017	2016	2015
Details for acquisitions			
Assets acquired	(758,720)	(792,941)	(194,703)
Liabilities assumed	128,552	113,491	31,402
Noncontrolling interests subject to put provisions	68,069	43,628	6,870
Noncontrolling interests	14,293	14,448	886
Non-cash consideration	8,851	220,849	62,400
► CASH PAID	(538,955)	(400,525)	(93,145)
Less cash acquired	17,630	20,660	2,878
► NET CASH PAID FOR ACQUISITIONS	(521,325)	(379,865)	(90,267)
Cash paid for investments	(17,999)	(129,764)	(165,931)
Cash paid for intangible assets	(26,370)	(12,171)	(29,345)
TOTAL CASH PAID FOR ACQUISITIONS AND INVESTMENTS, NET OF CASH ACQUIRED, AND PURCHASES OF INTANGIBLE ASSETS	(565,694)	(521,800)	(285,543)
7,552.15	(303,034)	(321,000)	(203,343)
Details for divestitures			
Cash received from sale of subsidiaries or other businesses, less cash disposed	157,025	1,324	38,753
Cash received from divestitures of available for sale financial assets	256,136	116,922	-
Cash received from repayment of loans	2,227	72,001	188,070
► PROCEEDS FROM DIVESTITURES	415,388	190,247	226,823

The following table shows a reconciliation of debt to net cash provided by (used in) financing activities for 2017:

### 5.74 RECONCILIATION OF DEBT TO NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES in $\epsilon$ THOUS

				Non-cash changes					
	Jan. 1, 2017	Cash Flow	Acquisitions	Foreign currency translation	Amortization of debt issuance costs	New leases	Other	Dec. 31, 2017	
Short-term debt	572,010	202,687	(5,091)	(9,298)	-	-	(29)	760,279	
Short-term debt from related parties	3,000	6,000						9,000	
Long-term debt and capital lease obligations (excluding Accounts									
Receivable Facility) <sup>1</sup>	7,392,067	(491,428)	108,535	(656,556)	20,109	8,801	3,206	6,384,734	
Accounts Receivable Facility	165,037	157,564		(29,138)	210			293,673	

<sup>&</sup>lt;sup>1</sup> Cash flow excluding repayments of variable payments outstanding for acquisitions in the amount of €25,590.

#### 26. SEGMENT AND CORPORATE INFORMATION

The Company's operating segments are the North America Segment, the EMEA Segment, the Asia-Pacific Segment and the Latin America Segment. The operating segments are determined based upon how the Company manages its businesses with geographical responsibilities. All segments are primarily engaged in providing health care services and the distribution of products and equipment for the treatment of ESRD and other extracorporeal therapies.

Management evaluates each segment using measures that reflect all of the segment's controllable revenues and expenses. With respect to the performance of business operations, management believes that the most appropriate measures are revenue, operating income and operating income margin. The Company does not include income taxes as it believes this is outside the segments' control. Financing is a corporate function, which the Company's segments do not control. Therefore, the Company does not include interest expense relating to financing as a segment measurement. Similarly, the Company does not allocate certain costs, which relate primarily to certain head-quarters' overhead charges, including accounting and finance, because the Company believes that these costs are also not within the control of the individual segments. Production of products, production asset management, quality management and procurement related to production are centrally managed at Corporate. The Company's global research and development is also centrally managed at Corporate. These corporate activities do not fulfill the definition of a segment according to IFRS 8. Products are transferred to the segments at cost; therefore no internal profit is generated. The associated internal revenue for the product transfers and their elimination are recorded as corporate activities. Capital expenditures for production are based on the expected demand of the segments and consolidated profitability considerations. In addition, certain revenues, investments and intangible assets, as well as any related expenses, are not allocated to a segment but are accounted for as Corporate.

The key data used by the management board of the Company's General Partner to control the segments are based on IFRS figures. Until December 31, 2016 U.S. GAAP based figures were used to control the segments. Thus, the segment information was given in accordance with U.S. GAAP. To conform to the current year's presentation, the previous year's values are adjusted accordingly.

Information pertaining to the Company's segment and Corporate activities for the twelve-month periods ended December 31, 2017, 2016 and 2015 is set forth below:

#### 5.75 SEGMENT AND CORPORATE INFORMATION

in € THOUS

	North America Segment	EMEA Segment	Asia-Pacific Segment	Latin America Segment	Segment Total	Corporate	Total
2017							
Revenue external customers	12,878,665	2,547,055	1,623,312	719,792	17,768,824	14,748	17,783,572
Inter-segment revenue	1,898	16	356	374	2,644	(2,644)	
► REVENUE	12,880,563	2,547,071	1,623,668	720,166	17,771,468	12,104	17,783,572
► OPERATING INCOME	2,086,391	443,725	313,042	58,349	2,901,507	(539,068)	2,362,439
Interest							(353,890)
► INCOME BEFORE INCOME TAXES							2,008,549
Depreciation and amortization	(398,235)	(119,044)	(45,401)	(17,929)	(580,609)	(154,870)	(735,479)
Income (loss) from equity method investees	71,739	(7,159)	1,919	700	67,199	_	67,199
Total assets	15,556,059	3,585,486	2,074,150	670,126	21,885,821	2,139,307	24,025,128
thereof investment in equity method investees	342,462	181,870	98,281	24,396	647,009	_	647,009
Additions of property, plant and equipment and intangible assets	526,652	130,755	52,861	41,637	751,905	241,052	992,957
2016							
Revenue external customers	12,030,093	2,409,110	1,474,132	643,373	16,556,708	13,007	16,569,715
Inter-segment revenue	3,105		31	241	3,377	(3,377)	
► REVENUE	12,033,198	2,409,110	1,474,163	643,614	16,560,085	9,630	16,569,715
► OPERATING INCOME	1,936,079	474,396	289,434	59,162	2,759,071	(350,169)	2,408,902
Interest							(366,369)
► INCOME BEFORE INCOME TAXES							2,042,533
Depreciation and amortization	(389,217)	(109,128)	(43,344)	(15,577)	(557,266)	(144,270)	(701,536)
Income (loss) from equity method investees	58,547	(2,637)	1,372	1,357	58,639		58,639
Total assets	17,281,852	3,576,784	1,762,903	691,980	23,313,519	2,190,021	25,503,540
thereof investment in equity method investees	289,400	187,169	96,513	25,072	598,154		598,154
Additions of property, plant and equipment and intangible assets	522,406	118,671	49,907	33,414	724,398	248,936	973,334
2015							
Revenue external customers	11,016,596	2,369,255	1,353,273	690,783	15,429,907	24,951	15,454,858
Inter-segment revenue	4,770	1	129	403	5,303	(5,303)	
► REVENUE	11,021,366	2,369,256	1,353,402	691,186	15,435,210	19,648	15,454,858
► OPERATING INCOME	1,648,193	522,310	269,841	43,428	2,483,772	(355,271)	2,128,501
Interest							(352,825)
► INCOME BEFORE INCOME TAXES	_	-	_	-	-	-	1,775,676
Depreciation and amortization	(360,012)	(103,641)	(40,178)	(13,371)	(517,202)	(130,965)	(648,167)
Income (loss) from equity method investees	18,746	6,147	2,277	1,178	28,348		28,348
Total assets <sup>1</sup>	15,816,770	3,010,906	1,580,433	555,187	20,963,296	2,282,986	23,246,282
thereof investment in equity method investees	237,487	189,237	95,537	23,694	545,955	_	545,955
Additions of property, plant and equipment and intangible assets	461,846	117,593	42,594	45,002	667,035	244,372	911,407

Prior year information was adjusted to conform to the current year's presentation due to a reclass of deferred taxes at December 31, 2015 in the amount of €154,181.

For the geographic presentation, revenues are attributed to specific countries based on the end user's location for products and the country in which the service is provided. Information with respect to the Company's geographic operations is set forth in the table below:

5.76 GEOGRAPHIC PRESENTATION in € THOUS				
	Germany	North America	Rest of the World	Total
2017				
Revenue external customers	433,105	12,878,665	4,471,802	17,783,572
Long-lived assets	908,633	13,037,452	3,131,506	17,077,591
2016				
Revenue external customers	380,887	12,030,093	4,158,735	16,569,715
Long-lived assets	838,121	14,380,369	2,863,802	18,082,292
2015				
Revenue external customers	360,884	11,016,596	4,077,378	15,454,858
Long-lived assets	496,756	13,500,024	2,593,004	16,589,784

#### 27. SUBSEQUENT EVENTS

No significant activities have taken place subsequent to the balance sheet date December 31, 2017 that have a material impact on the key figures and earnings presented. Currently, there are no other significant changes in the Company's structure, management, legal form or personnel.

#### 28. COMPENSATION OF THE MANAGEMENT BOARD AND THE SUPERVISORY BOARD

#### I. Compensation of the Management Board of the General Partner

The total compensation of the members of the Management Board of Fresenius Medical Care Management AG for the fiscal year 2017 amounted to &23,302 (2016: &23,626) and consisted of non-performance-related compensation (including additional benefits) in the total amount of &5,768 (2016: &5,535), short-term performance-related compensation in the total amount of &8,640 (2016: &8,641) and components with long-term incentive effects (multi-year variable remuneration) in the total amount of &8,894 (2016: &9,450). Components with long-term incentive effects, which were granted in or for the 2017 fiscal year, include exclusively share-based compensation with cash settlement.

Under the Fresenius Medical Care Long-Term Incentive Plan 2016 (hereinafter: LTIP 2016), a total of 73,746 performance shares (in 2016: 79,888) were allocated to the members of the Management Board of Fresenius Medical Care Management AG, in the fiscal year 2017. The fair value of the performance shares granted in the fiscal year 2017 was €75.12 (in 2016: €76.80) each for grants denominated in euro and \$86.39 (in 2016: \$85.06) each for grants denominated in U.S. dollar on the grant date.

Due to the fact that the targets were met in the fiscal year 2017, in addition to the performance shares granted under the LTIP 2016, the Management Board members of Fresenius Medical Care Management AG were entitled to further share-based compensation with cash settlement in the amount of €3,418 (2016: €3,281).

At the end of fiscal year 2017, the members of the Management Board of Fresenius Medical Care Management AG held a total of 150,993 performance shares (2016: 79,888) and 73,432 phantom stock (2016: 81,019). In addition, they held a total of 819,491 stock options at the end of fiscal year 2017 (2016: 1,010,784 stock options).

As of December 31, 2017, aggregate pension obligations of €21,753 (December 31, 2016: €24,908) existed relating to existing pension commitments. In the fiscal year 2017, the appropriation to the pension reserves amounted to €212 (2016: €4,035).

In the fiscal year 2017, no loans or advance payments of future compensation components were made to members of the Management Board of Fresenius Medical Care Management AG.

To the extent permitted by law, Fresenius Medical Care Management AG undertook to indemnify the members of the Management Board from claims against them arising out of their work for the Company and its affiliates, if such claims exceed their liability under German law. To secure such obligations, the Company has concluded a Directors & Officers liability insurance with an excess in compliance with the specifications according

to German stock corporation law. The indemnity covers each member of the Management Board during their respective term on the Management Board and also for claims that arise in connection therewith after the respective termination of their term.

Mr. Dominik Wehner, who was a member of the Management Board until the end of December 31, 2017, receives all compensation components he is entitled to for the fiscal year. It was agreed with respect to the compensation components he is entitled to by contract for the period from January 1, 2018 to March 31, 2022 that Mr. Dominik Wehner will receive annual basic compensation of €425 and an annual bonus of 30% of his basic compensation and that he is entitled to fringe benefits such as the private use of his company car, contributions to financial planning, insurance benefits and contributions to pension and health insurance in a total amount of approximately €42 p. a. The compensation components granted to Mr. Dominik Wehner under the Fresenius Medical Care Long-Term Incentive Program 2011, the LTIP 2016 and the Share Based Award must be paid or can be exercised, as the case may be, by the relevant regular vesting date pursuant to the applicable conditions. Except for the Share Based Award for 2017, Mr. Dominik Wehner will no longer be granted any components with long-term incentive effects as of the fiscal year 2018 (including).

In the fiscal year, Mr. Ronald Kuerbitz, who was a member of the Management Board until February 17, 2017, received fixed compensation (in the amount of €109) and fringe benefits (in the amount of €43). For the fiscal year 2017, Mr. Ronald Kuerbitz was not granted any one-year or multi-year variable compensation components. The long-term compensation components in the amount of €977 granted and vested by February 17, 2017 pursuant to the applicable conditions were fully paid to him in the fiscal year 2017. All long-term compensation components granted and not vested by February 17, 2017 have been cancelled without substitution. As of February 17, 2017, Mr. Ronald Kuerbitz receives annual non-compete compensation of €538 for the post-employment non-compete obligation agreed. In addition, Mr. Ronald Kuerbitz received one-off compensation of €852 which had been agreed with him in the context of his resignation from the Management Board of the General Partner. The payment of this compensation is linked to the successful completion of various projects, part of which have not yet been completed as at the time of the agreement, and thus ensures that Mr. Ronald Kuerbitz's involvement even after his resignation from the Management Board. After the end of his service agreement, he acts as advisor to National Medical Care, Inc. as of August 14, 2017 until the end of August 13, 2018. The consideration to be granted for such services (including reimbursement of expenses) amounts to €55 for the fiscal year.

Mr. Roberto Fusté, who resigned the Management Board as of March 31, 2016, received pension payments in the amount of  $\in$ 239 (2016:  $\in$ 0) in the fiscal year. Additionally, Mr. Roberto Fusté received a compensation in connection with his post-contractual non-compete clause in the amount of  $\in$ 377 as well as an advisory fee in the amount of  $\in$ 377 as agreed in the agreement for his advisory to the Chairman of the Management Board concluded on the occasion of the termination of his service agreement with effect as of December 31, 2016.

To Prof. Emanuele Gatti, who was a member of the Management Board until March 31, 2014, pension payments were made in the fiscal year 2017 in a total amount of  $\in$ 338 (2016:  $\in$ 338) without any fringe benefits during the fiscal year (2016:  $\in$ 7). Prof. Emanuele Gatti was additionally granted and paid in the fiscal year 2017 a partial compensation in connection with his post-contractual non-compete clause in the amount of  $\in$ 163 (2016:  $\in$ 488).

Dr. Rainer Runte, who also resigned from office as a member of the Management Board effective from March 31, 2014, did not receive any annual non-compete compensation in the fiscal year for his post-contractual non-compete obligation, since it was not effective anymore in the fiscal year (2016: €486). A consulting agreement was entered into with Dr. Rainer Runte for the period beginning March 1, 2017 which term meanwhile has been extended until March 31, 2018. The annual consideration to be granted by Fresenius Medical Care Management AG for such services amounts to €165 for the fiscal year.

Fresenius Medical Care Management AG and Dr. Ben Lipps, the Chairman of the Management Board until December 31, 2012, entered into a consulting agreement, in lieu of a pension agreement, for the period January 1, 2013 to December 31, 2022; meanwhile, the term of this agreement has been reduced in the fiscal year 2017 to December 31, 2021. On the basis of this consulting agreement during the fiscal year a consulting compensation amounting to €580 (2016: €585) including the reimbursement of expenses were paid to Dr. Ben Lipps.

Other than that, the former members of the Management Board of Fresenius Medical Care Management AG did not receive any compensation in the fiscal year 2017. As of December 31, 2017 the pension obligations vis-à-vis these persons amounted to a total of €21,930 (December 31, 2016: €20,469).

A post-employment non-competition covenant was agreed upon with all members of the Management Board. If such covenant becomes applicable, the Management Board members receive a compensation for non-competition amounting to half of their respective annual fixed compensation for each year of the respective application of the non-competition covenant, up to a maximum of two years.

FMC AG & CO. KGAA publishes detailed and individualized information for each member of the Management Board of Fresenius Medical Care Management AG on the components of their compensation as well as on the shares owned by members of the Management Board in its Compensation Report, which is part of the management report and which can be accessed on Company's website under http://www.freseniusmedicalcare.com/en/home/investors/corporate-governance/declaration-of-compliance/.

#### II. Compensation of the supervisory board

In fiscal year 2017 the total compensation fees to all members of the Supervisory Board of FMC AG & CO. KGAA amounted to  $\in$ 876 (2016:  $\in$ 552). This includes a fixed compensation of  $\in$ 409 (2016:  $\in$ 366) as well as a compensation to all members of the Audit Committee of  $\in$ 185 (2016:  $\in$ 179). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of  $\in$ 282 (2016:  $\in$ 0) was generated. Furthermore, in fiscal year 2017 the members of the Supervisory Board which are also members of the Joint Committee of FMC AG & CO. KGAA, receive attendance fees of  $\in$ 0 (2016:  $\in$ 7) pursuant to Article 13 e para. 3 of the articles of association.

The compensation of the supervisory board of the Fresenius Medical Care Management AG and the compensation of its Committees was, in compliance with article 7 para. 3 of the Articles of Association of FMC AG & CO. KGAA, charged to FMC AG & CO. KGAA. In fiscal year 2017 the total compensation for the members of the supervisory board of the Fresenius Medical Care Management AG amounted to  $\epsilon$ 1,039 (2016:  $\epsilon$ 714). This includes fixed compensation components for the work in the supervisory board in the amount of  $\epsilon$ 357 (2016:  $\epsilon$ 330) and compensation components for the work in the Committees of  $\epsilon$ 447 (2016:  $\epsilon$ 384). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of  $\epsilon$ 235 (2016:  $\epsilon$ 0) was generated.

#### 29. PRINCIPAL ACCOUNTANT FEES AND SERVICES

In 2017, 2016 and 2015, fees for the auditor KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, and its affiliates were expensed as follows:

5.77 FEES in € THOUS						
	20:	17	20	16	20	15
	Consolidated group	thereof Germany	Consolidated group	thereof Germany	Consolidated group	thereof Germany
Audit fees	8,629	1,232	7,896	1,060	7,831	1,052
Audit-related fees	59	18	53	42	101	17
Tax fees	830	169	164	_	198	-
Other fees	716	110	4,703	4,689	5,066	5,063

The current lead engagement partner for the audit of the consolidated financial statements assumed responsibility in 2017.

Audit fees are the aggregate fees billed by KPMG for the audit of the Company's consolidated financial statements and the statutory financial statements of FMC AG & CO. KGAA and certain of its subsidiaries, reviews of interim financial statements and attestation services that are provided in connection with statutory and regulatory filings or engagements. Fees related to the audit of internal control over financial reporting are included in audit fees. Audit-related fees are fees charged by KPMG for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported under audit fees. This category comprises fees billed for comfort letters, consultation on accounting issues, the audit of employee benefit plans and pension schemes, agreed-upon procedure engagements and other attestation services subject to regulatory requirements. Tax fees are fees for professional services rendered by KPMG for tax compliance, tax advice on implications for actual or contemplated transactions, tax consulting associated with international transfer prices, and expatriate employee tax services, as well as support services related to tax audits. Other fees include amounts related to supply chain consulting fees.

Fees billed by KPMG for non-audit services in Germany include fees for the services described above within the audit-related fees, tax fees and other fees.

#### 30. CORPORATE GOVERNANCE

The Management Board of the General Partner, represented by Fresenius Medical Care Management AG, and the Supervisory Board of Fresenius Medical Care AG & Co. KGaA have issued a compliance declaration pursuant to Section 161 of the German Stock Corporation Act (AktG). The Company has frequently made this declaration available to the public by publishing it on its website: http://www.freseniusmedicalcare.com/en/home/investors/corporate-governance/declaration-of-compliance/.

#### 31. PROPOSAL FOR THE DISTRIBUTION OF EARNINGS

It is proposed that the earnings of Fresenius Medical Care AG & Co. KGaA for the fiscal year 2017 will be distributed as follows:

#### 5.78 PROPOSAL FOR THE DISTRIBUTION OF EARNINGS

in € THOUS, except for share data

► TOTAL	4,954,407			
Balance to be carried forward	4.629.569			
Payment of a dividend of €1.06 per share on share capital of €306,451 entitled to receive dividends				

Hof an der Saale, February 26, 2018

Fresenius Medical Care AG & Co. KGaA Represented by the General Partner Fresenius Medical Care Management AG

Management Board

RICE POWELL MICHAEL BROSNAN DR. OLAF SCHERMEIER

WILLIAM VALLE KENT WANZEK HARRY DE WIT

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# FRESENIUS MEDICAL CARE 2017

### SUPERVISORY BOARD AND MANAGEMENT BOARD

#### SUPERVISORY BOARD

#### **Dr. Gerd Krick**

Chairman

#### Member of the Supervisory Boards of:

Fresenius Management se (Chairman)
Fresenius se & Co. KGaA (Chairman)
Fresenius Medical Care Management AG
Vamed AG, Austria (Chairman)

#### **Dr. Dieter Schenk**

Vice Chairman Attorney and Tax Advisor

#### Member of the Supervisory Boards of:

Fresenius Management SE (Vice Chairman)
Fresenius Medical Care Management AG
(Vice Chairman)
Bank Schilling & Co. AG (Chairman)
Gabor Shoes AG (Chairman)
Greiffenberger AG (Vice Chairman, until May 7, 2017)
TOPTICA Photonics AG (Chairman)

#### Member of the Foundation Board of:

Else Kröner-Fresenius-Stiftung (Chairman)

#### Rolf A. Classon

Member of the Supervisory Board of:

Fresenius Medical Care Management AG

#### Member of the Board of Directors of:

Hill-Rom Holdings, Inc., U.S. (Chairman)
Tecan Group Ltd., Switzerland (Chairman)
Catalent, Inc., U.S. (Non-Executive Director)
Perrigo Company plc, Ireland
(Non-Executive Director, since May 8, 2017)

#### William P. Johnston

Operating Executive of The Carlyle Group L.P., U.S.

Member of the Supervisory Board of:

Fresenius Medical Care Management AG

Member of the Board of Directors of:

The Hartford Mutual Funds, Inc., U.S. (Chairman) HCR-Manor Care, Inc., U.S. (Non-Executive Director)

#### **Deborah Doyle McWhinney**

Lloyds Banking Group plc, Great Britain (Non-Executive Director) Fluor Corporation, u.s. (Non-Executive Director) IHS Markit Ltd., Great Britain (Non-Executive Director)

#### **Pascale Witz**

#### Member of the Board of Directors of:

Savencia s.A., France (Non-Executive Director)
Horizon Pharma plc, u.s.
(Non-Executive Director, since August 3, 2017)
Regulus Therapeutics Inc., u.s.
(Non-Executive Director, since June 1, 2017)
Perkin Elmer Inc., u.s.
(Non-Executive Director, since October 30, 2017)
PWH Advisors SASU, France
(President and Chief Executive Officer,

#### SUPERVISORY BOARD COMMITTEES

#### **Audit and Corporate Governance Committee**

William P. Johnston (Chairman) Rolf A. Classon (Vice Chairman) Dr. Gerd Krick Deborah Doyle McWhinney

since November 10, 2017)

#### **Nomination Committee**

Dr. Gerd Krick (Chairman)
Dr. Dieter Schenk (Vice Chairman)
Rolf A. Classon

#### Joint Committee<sup>1</sup>

Rolf A. Classon William P. Johnston Dr. Gerd Krick<sup>2</sup>

Additional member of the Joint Committee as representative of Fresenius Medical Care Management AG is Stephan Sturm (Chairman). He is not a member of the Supervisory Board of FMC AG & Co. KGaA.

Member of the Joint Committee as representative of Fresenius Medical Care Management AG.

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# MANAGEMENT BOARD OF THE GENERAL PARTNER FRESENIUS MEDICAL CARE MANAGEMENT AG

#### **Rice Powell**

Chairman and Chief Executive Officer

#### Member of the Management Boards of:

Fresenius Medical Care Holdings, Inc., U.S. (Chairman of the Board of Directors) Fresenius Management SE, General Partner of Fresenius SE&Co. KGaA

#### Member of the Board of Administration of:

Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (Vice Chairman)

#### **Michael Brosnan**

Chief Financial Officer

#### Member of the Management Board of:

Fresenius Medical Care Holdings, Inc., U.S. (Member of the Board of Directors)

#### Member of the Board of Administration of:

Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland

#### Dr. Olaf Schermeier

Chief Executive Officer for Research and Development

#### Member of the Supervisory Board of:

Xenios AG (Vice Chairman)
Medos Medizintechnik AG (Vice Chairman)

#### William Valle

(since February 17, 2017)
Chief Executive Officer for North America

#### Member of the Management Board of:

Fresenius Medical Care Holdings, Inc., U.S. (Member of the Board of Directors, since January 14, 2017)

#### **Kent Wanzek**

Chief Executive Officer for Global Manufacturing Operations

#### Member of the Management Board of:

Fresenius Medical Care Holdings, Inc., U.S. (Member of the Board of Directors)

#### Harry de Wit

Chief Executive Officer for Asia-Pacific

#### Member of the Board of Directors of:

New Asia Investments Pte Ltd., Singapore

#### **Ronald Kuerbitz**

(until February 17, 2017)
Former Chief Executive Officer for North America

#### Member of the Management Boards of:

Fresenius Medical Care Holdings, Inc., U.S. (Member of the Board of Directors, until January 13, 2017) Specialty Care Services Group, LLC, U.S. (Member of the Board of Directors, until January 13, 2017)

#### Member of the Board of Administration of:

Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (until May 23, 2017)

#### **Dominik Wehner**

(until the end of December 31, 2017)
Former Chief Executive Officer for Europe, Middle East and Africa and Labor Relations Director for Germany

#### Member of the Supervisory Board of:

Xenios AG

(Chairman, until the end of December 31, 2017) Medos Medizintechnik AG (Chairman, until the end of December 31, 2017)

#### Member of the Board of Administration of:

Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (until the end of December 31, 2017)

# REPRODUCTION OF THE INDEPENDENT AUDITOR'S REPORT

Based on the results of our audit, we have issued the following unqualified audit opinion:

#### INDEPENDENT AUDITOR'S REPORT

To Fresenius Medical Care AG & Co. KGaA, Hof an der Saale

#### REPORT ON THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS AND OF THE GROUP MANAGEMENT REPORT

#### **OPINIONS**

We have audited the consolidated financial statements of Fresenius Medical Care AG&Co. KGaA and its subsidiaries (the Group), which comprise the consolidated statement of financial position as of December 31, 2017, and the consolidated statement of income, the consolidated statements of operations and comprehensive income or loss, consolidated statement of changes in equity and consolidated statement of cash flows for the financial year from January 1 to December 31, 2017, and notes to the consolidated financial statements, including a summary of significant accounting policies. In addition, we have audited the Group Management Report of Fresenius Medical Care AG&Co. KGaA for the financial year from January 1 to December 31, 2017.

In our opinion, on the basis of the knowledge obtained in the audit,

- the accompanying consolidated financial statements comply, in all material respects, with the IFRSS as adopted by the EU, and the additional requirements of German commercial law pursuant to Section 315e (1) HGB [Handelsgesetzbuch: German Commercial Code] and, in compliance with these requirements, give a true and fair view of the assets, liabilities, and financial position of the Group as of December 31, 2017, and of its financial performance for the financial year from January 1 to December 31, 2017, and
- the accompanying Group Management Report as a whole provides an appropriate view of the Group's position. In all material respects, this Group Management Report is consistent with the consolidated

financial statements, complies with German legal requirements and appropriately presents the opportunities and risks of future development.

Pursuant to Section 322 (3) sentence 1 HGB, we declare that our audit has not led to any reservations relating to the legal compliance of the consolidated financial statements and of the Group Management Report.

#### **BASIS FOR THE OPINIONS**

We conducted our audit of the consolidated financial statements and of the Group Management Report in accordance with Section 317 HGB and EU Audit Regulation No. 537/2014 (referred to subsequently as "EU Audit Regulation") and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Our responsibilities under those requirements and principles are further described in the "Auditor's Responsibilities for the Audit of the Consolidated Financial Statements and of the Group Management Report" section of our auditor's report. We are independent of the group entities in accordance with the requirements of European law and German commercial and professional law, and we have fulfilled our other German professional responsibilities in accordance with these requirements. In addition, in accordance with Article 10 (2) point (f) of the EU Audit Regulation, we declare that we have not provided non-audit services prohibited under Article 5 (1) of the EU Audit Regulation. We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinions on the consolidated financial statements and on the Group Management Report.

# KEY AUDIT MATTERS IN THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements for the financial year from January 1 to December 31, 2017. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

#### Impairment of goodwill

Please refer to **note 1f** to the consolidated financial statements for information on the accounting policies applied. Details on the assumptions used can be found under **note 2a** to the consolidated financial statements. Please see **note 11** to the consolidated financial statements for information on the amount of goodwill.

#### The financial statement risk

Goodwill recognized in the consolidated financial statements of Fresenius Medical Care AG & Co. KGaA as of December 31, 2017, amounts EUR 12.1 billion, representing approx. 50% of total assets and thus having a material effect on the Group's financial position.

Impairment testing of goodwill is complex and greatly dependent on Fresenius Medical Care's assessment of future business performance. Impairment testing is subject to a multitude of assumptions. These assumptions particularly incorporate future reimbursement rates and sales prices, the number of treatments, sales volumes and costs, as well as future growth rates of the respective cash-generating units. Furthermore, an interest rate must be determined to discount future cash flows. These assumptions are subject to uncertainty by their very nature.

Based on the impairment tests conducted, the Company did not identify any need to recognize impairment losses.

There is the risk for the consolidated financial statements that the need to recognize impairment losses is not realized. There is also the risk that the disclosures in the notes on impairment testing are not appropriate or are incomplete.

#### Our audit approach

To test impairment of goodwill, we verified the appropriateness of the key value-determining assumptions and parameters used for the budget. We assessed the controls established by the Company to ensure that the underlying assumptions and parameters (including the budget and projections) are up to date based on developments of the respective relevant markets and to ensure that the budget is approved by the supervisory board for their appropriateness and effectiveness. We reconciled the budgets used for discounted cash flow calculations to the budget approved by the supervisory board for 2018-2020 and to the medium-term planning for the subsequent years.

We also confirmed the accuracy of the Company's previous forecasts by comparing the budgets of previous financial years with actual earnings and by analyzing deviations.

We referred to market data and market analyses conducted by Fresenius Medical Care AG & Co. KGaA to assess the key value-determining assumptions and parameters used for determining the discount rate (WACC) and growth rates. To ensure the computational accuracy of impairment testing including the valuation model used, we verified the Company's calculations on the basis of selected risk-based elements. To this end, we also assessed whether the valuation methods are consistent with the applicable accounting policies. Particularly for CGUs where the recoverable amount only marginally exceeds the carrying amount, we conducted our own sensitivity analyses to simulate the effects of changes to individual assumptions and parameters.

Finally, we assessed whether the disclosures in the notes on impairment of goodwill are appropriate and complete.

#### **Our observations**

The valuation methods are consistent with the applicable accounting policies. The assumptions and parameters used for valuation are appropriate overall.

The required disclosures in the notes on impairment testing of goodwill are appropriate and complete.

## Complete recognition and measurement of provisions for self-insurance programs

Please refer to **note 2d** to the consolidated financial statements for information on the accounting policies applied. Please see **note 12** to the consolidated financial statements for information on movements in provisions.

#### The financial statement risk

The Company has an insurance program through its largest subsidiary (based in North America) comprising professional, product and general liability, as well as for damage to cars, employee compensation claims and compensation claims for medical malpractice, and thereby bears risks itself to a certain extent. The provisions for self-insurance programs recognized in the consolidated financial statements of Fresenius Medical Care AG&Co. KGaA as of December 31, 2017, amount to EUR 223.5 million and cover the estimated future payments for reported claims and for incurred but not reported claims.

Recognition and measurement of provisions for self-insurance programs is complex and subject to judgment, as Fresenius Medical Care must refer to historical values (historical experience) to make estimates, particularly with respect to claims incidence (number) and claims severity (cost). These assumptions are subject to uncertainty by their very nature. To confirm the values that the Group determines itself, Fresenius Medical Care engages external actuaries for selected self-insurance programs. There is the risk for the consolidated financial statements that the provisions for self-insurance programs are not fully recognized or measured inappropriately.

#### Our audit approach

We assessed the controls established by the Group to ensure that the underlying items are recognized in full and that the underlying assumptions and parameters are appropriate and suitable, for their appropriateness and effectiveness.

To evaluate the assumptions as well as recognition and valuation methods applied, we involved our own actuaries in the audit team. With their help, we analyzed and evaluated the assumptions and parameters used by the Company (such as factors determining claims), also taking into account the values determined by the external actuaries engaged by Fresenius Medical Care. We evaluated the competence, professional skills and impartiality of the external actuaries. Furthermore, we determined a range based on our own expected value and assessed whether the provision amount determined by Fresenius Medical Care was within this range.

#### **Our observations**

The methods used for recognition and measurement are consistent with the applicable accounting policies. The underlying assumptions and parameters are appropriate.

# Recognition and measurement of the provision relating to u.s. Foreign Corrupt Practices Act investigations

Please refer to note 1r to the consolidated financial statements for information on the accounting policies applied. Please refer to note 12 for the provision recognized. Explanatory notes on the processes and current investigations can be found in note 22 to the consolidated financial statements and in the Group Management Report in the section "Risks and opportunities – risk management".

#### The financial statement risk

Some aspects of the Company's business involve competing for contracts with customers that are directly or indirectly related to government. This type of business and the tender processes that typically accompany it entail risks of non-compliance with legal requirements. The Company also operates in a number of countries where it is normal business practice to deploy external sales representatives.

In 2012, the Company was made aware of practices in countries outside the USA that could constitute a violation of the U.S. Foreign Corrupt Practices Act (FCPA) or other anti-corruption legislation. Following this, the company's supervisory board conducted its own investigations through its Audit & Corporate Governance Committee, which also involved consulting external lawyers. The findings of the investigations were presented to the competent U.S. government authorities (Securities and Exchange Commission and the Department of Justice) on several occasions.

A violation of legal provisions in this context can lead to fines, penalty payments, prosecution, claims for damages and restrictions placed on future business operations, which could have a material effect on the Company's financial performance. To avoid court proceedings, the Company is currently in discussions with the u.s. government authorities in respect of a potential settlement. These discussions are still ongoing; a legal dispute with one or both authorities is therefore possible in the event of failure of the negotiations.

On the basis of the ongoing settlement negotiations, the Company has formed a provision of €200.0 M, which is assessed to be an estimate of the settlement amount. The provision takes account of claims by government authorities for the seizure of profits as well as provisions for fines and penalties, certain legal fees and other associated costs or impairment losses. Both recognition and measurement of this provision are based on estimates of Fresenius Medical Care AG & Co. KGaA that require judgment.

There is the risk for the consolidated financial statements that the provision recognized for this purpose is insufficient or excessive.

There is also the risk that the required disclosures in the notes are incomplete or not appropriate.

#### Our audit approach

We received regular updates on the findings of the internal investigations and on how the meetings with the u.s. government agencies were proceeding. For this purpose, we mainly consulted the client representatives of the Corporate Legal and Corporate Compliance departments and obtained information from the lawyers who had carried out the investigation for the Company. Moreover, the Company provided us with written confirmation of the current state of affairs.

We also held discussions with the Chairman of the Supervisory Board, the Chairman of the Audit & Corporate Governance Committee, members of the Management Board and contact persons from Corporate Accounting, Corporate Compliance and Corporate Legal. We assessed written correspondence with relevant authorities with the assistance of our internal lawyers and evaluated underlying documents and minutes.

On the basis of this information, we assessed the assumptions made by Fresenius Medical Care AG & Co. KGaA overall to determine the provision and reviewed the calculation of the provision for computational accuracy.

We also assessed the completeness and accuracy of the disclosures in the notes relating to the matter.

#### **Our observations**

Recognition of the provision for potential violations of the FCPA is appropriate. The provision amount has been accurately calculated and the assumptions of Fresenius Medical Care AG & Co. KGaA underlying this calculation are appropriate.

The notes include all required information relating to this matter.

#### OTHER INFORMATION

The parent company's management is responsible for the other information. The other information comprises the annual report, with the exception of the audited consolidated financial statements and Group Management Report and our auditor's report.

Our opinions on the consolidated financial statements and on the Group Management Report do not cover the other information, and consequently we do not express an opinion or any other form of assurance conclusion thereon.

In connection with our audit, our responsibility is to read the other information and, in doing so, consider whether the other information

- is materially inconsistent with the consolidated financial statements, with the Group Management Report or our knowledge obtained in the audit, or
- otherwise appears to be materially misstated.

In accordance with our engagement letter, we conducted a separate assurance engagement of the non-financial statement. Please refer to our assurance report dated February 26, 2018 for information on the nature, scope and findings of this assurance engagement.

#### RESPONSIBILITIES OF MANAGEMENT AND THE SUPERVISORY BOARD FOR THE CONSOLIDATED FINANCIAL STATEMENTS AND THE GROUP MANAGEMENT REPORT

Management is responsible for the preparation of the consolidated financial statements that comply, in all material respects, with IFRSS as adopted by the EU and the additional requirements of German commercial law pursuant to Section 315e (1) HGB and that the consolidated financial statements, in compliance with these requirements, give a true and fair view of the assets, liabilities, financial position, and financial performance of the Group. In addition, management is responsible for such internal control as they have determined necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern. They also have the responsibility for disclosing, as applicable, matters related to going concern. In addition, they are responsible for financial reporting based on the going concern basis of accounting unless there is an intention to liquidate the Group or to cease operations, or there is no realistic alternative but to do so.

Furthermore, management is responsible for the preparation of the Group Management Report that, as a whole, provides an appropriate view of the Group's position and is, in all material respects, consistent with the consolidated financial statements, complies with German legal requirements, and appropriately presents the opportunities and risks of future development. In addition, management is responsible for such arrangements and measures (systems) as they have considered necessary to enable the preparation of a Group Management Report that is in accordance with the applicable German legal requirements, and to be able to provide sufficient appropriate evidence for the assertions in the Group Management Report.

The supervisory board is responsible for overseeing the Group's financial reporting process for the preparation of the consolidated financial statements and of the Group Management Report.

#### AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS AND OF THE GROUP MANAGEMENT REPORT

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and whether the Group Management Report as a whole provides an appropriate view of the Group's position and, in all material respects, is consistent with the consolidated financial statements and the knowledge obtained in the audit, complies with the German legal requirements and appropriately presents the opportunities and risks of future development, as well as to issue an auditor's report that includes our opinions on the consolidated financial statements and on the Group Management Report.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Section 317 HGB and the EU Audit Regulation and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer (IDW) will always detect a material misstatement. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements and this Group Management Report.

- ldentify and assess the risks of material misstatement of the consolidated financial statements and of the Group Management Report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Dobtain an understanding of internal control relevant to the audit of the consolidated financial statements and of arrangements and measures (systems) relevant to the audit of the Group Management Report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of these systems.
- Evaluate the appropriateness of accounting policies used by management and the reasonableness of estimates made by management and related disclosures.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in the auditor's report to the related disclosures in the consolidated financial statements and in the Group Management Report or, if such disclosures are inadequate, to modify our respective opinions. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to be able to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements present the underlying transactions and events in a manner that the consolidated financial statements give a true and fair view of the assets, liabilities, financial position and financial performance of the Group in compliance with IFRSS as adopted by the EU and the additional requirements of German commercial law pursuant to Section 315 e (1) HGB.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express opinions on the consolidated financial statements and on the Group Management Report. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our opinions.
- Evaluate the consistency of the Group Management Report with the consolidated financial statements, its conformity with [German] law, and the view of the Group's position it provides.
- Perform audit procedures on the prospective information presented by management in the Group Management Report. On the basis of sufficient appropriate audit evidence we evaluate, in particular, the significant assumptions used by management as a basis for the prospective information, and evaluate the proper derivation of the prospective information from these assumptions. We do not express a separate opinion on the prospective information and on the assumptions used as a basis. There is a substantial unavoidable risk that future events will differ materially from the prospective information.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with the relevant independence requirements, and communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, the related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

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#### OTHER LEGAL AND REGULATORY REQUIREMENTS

# FURTHER INFORMATION PURSUANT TO ARTICLE 10 OF THE EU AUDIT REGULATION

We were elected as group auditor by the annual general meeting on May 11, 2017. We were engaged by the supervisory board on December 8, 2017. We have been the group auditor of Fresenius Medical Care AG & Co. KGaA without interruption since the initial public offering in 1996 of Fresenius Medical Care AG, which was the legal predecessor of Fresenius Medical Care AG & Co. KGaA.

We declare that the opinions expressed in this auditor's report are consistent with the additional report to the audit committee pursuant to Article 11 of the EU Audit Regulation (long-form audit report).

#### GERMAN PUBLIC AUDITOR RESPONSIBLE FOR THE ENGAGEMENT

The German Public Auditor responsible for the engagement is Alexander Bock.

Frankfurt am Main, February 26, 2018

#### **KPMG AG**

Wirtschaftsprüfungsgesellschaft (Original German version signed by:)

#### BOCK

Wirtschaftsprüfer (German Public Auditor)

#### **KAST**

Wirtschaftsprüfer (German Public Auditor)