

RECEIVED

DEC 02 2019

CERTIFICATE OF NEED PROGRAM  
DEPARTMENT OF HEALTH

CN 20-200

Washington State 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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Signature and Title of Responsible Officer</b><br><br>Casey Stowell<br>Regional Vice President – Pacific Northwest<br>Fresenius Medical Care<br><br><b>Email Address</b><br>Casey.Stowell@fmc-na.com                                                                                                                                                                                                                                            | <b>Date:</b> November 29, 2019<br><br><b>Telephone Number:</b> 503-506-9066<br><br><i>Casey Stowell</i> |
| <b>Legal Name of Applicant</b><br><br>QualiCenters Inland Northwest, LLC<br>("QualiCenters")<br><br><b>Address of Applicant</b><br><br>20900 SW 115 <sup>th</sup> Ave. Suite 190<br>Tualatin OR 97062                                                                                                                                                                                                                                              | <b>Estimated capital expenditure:</b> \$246,289                                                         |
| This application is submitted under (check <b>one</b> box only):<br><br><input type="checkbox"/> Concurrent Review <b>Cycle 1</b> – Special Circumstances:<br><input type="checkbox"/> Concurrent Review <b>Cycle 1</b> – Nonspecial Circumstance<br>-----<br><input type="checkbox"/> Concurrent Review <b>Cycle 2</b> – Special Circumstances:<br><input checked="" type="checkbox"/> Concurrent Review <b>Cycle 2</b> – Nonspecial Circumstance |                                                                                                         |

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identify the Planning Area for this project as defined in <a href="#">WAC 246-310-800(15)</a>.</b><br><br><i>Benton County Dialysis Planning Area</i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|

**Project Description:**

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, QualiCenters is requesting a certificate of need to expand its existing kidney dialysis center, d.b.a Fresenius Kidney Care Columbia Basin ("FKC Columbia Basin") by four (4) additional stations.

## **Table of Contents**

|                                                                    |    |
|--------------------------------------------------------------------|----|
| Applicant Description .....                                        | 4  |
| Project Description .....                                          | 6  |
| Certificate of Need Review Criteria .....                          | 8  |
| A. Need (WAC 246-310-210) .....                                    | 8  |
| B. Financial Feasibility (WAC 246-310-220).....                    | 15 |
| C. Structure and Process (Quality) of Care (WAC 246-310-230) ..... | 20 |
| D. Cost Containment (WAC 246-310-240) .....                        | 26 |

## **List of Tables**

|                                                                                                                                                           |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Table 1. Benton County Dialysis Planning Area Providers .....                                                                                             | 8  |
| Table 2. Benton County Dialysis Planning Area Provider Utilization – 2Q2019.....                                                                          | 8  |
| Table 3. Benton County Dialysis Planning Area Year-End Resident In-Center Hemodialysis Patients and Annual Rate of Change from Prior Year 2013-2018. .... | 9  |
| Table 4. Benton County Dialysis Planning Area Projected Year-End Resident In-Center Hemodialysis Patients. Linear Projection.....                         | 10 |
| Table 5. Benton County. Analysis of Current Supply vs. Net Station Need .....                                                                             | 11 |
| Table 6. FKC Columbia Basin Historical Utilization.....                                                                                                   | 11 |
| Table 7. FKC Columbia Basin Utilization Forecast, 2019 - 2023 .....                                                                                       | 12 |
| Table 8. FKC Columbia Basin Patient Origin, 2018 .....                                                                                                    | 13 |
| Table 9. FKC Columbia Basin Capital Expenditures, by Type.....                                                                                            | 16 |
| Table 10. FKC Columbia Basin Dialysis Center, Projected Payer Mix, by Revenue and by Patient.....                                                         | 18 |
| Table 11. FKC Columbia Basin, Historical and Proposed Staffing, by FTE and Position.....                                                                  | 20 |
| Table 12. Names and License Numbers of Current Staff at FKC Columbia Basin.....                                                                           | 21 |
| Table 13. List of vendors for FKC Columbia Basin.....                                                                                                     | 22 |
| Table 14. Alternatives Analysis: Promoting Access to Healthcare Services. ....                                                                            | 26 |
| Table 15. Alternatives Analysis: Promoting Quality of Care .....                                                                                          | 27 |
| Table 16. Alternatives Analysis: Promoting Cost and Operating Efficiency.....                                                                             | 27 |
| Table 17. Alternatives Analysis: Legal Restrictions.....                                                                                                  | 28 |

### **List of Exhibits**

- Exhibit 1. Organizational Chart – FKC Columbia Basin
- 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 9. Medical Director Agreement
- Exhibit 10A. Lease Agreement
- Exhibit 10B. Proof of Landlord Ownership
- 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 QualiCenters Inland Northwest, LLC (“QualiCenters”), parent company – Fresenius Medical Care Holdings, Inc (“Fresenius”). The name of the existing facility related to the project is Fresenius Kidney Care Columbia Basin (“FKC Columbia Basin”, “FMC Columbia Basin”).

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.**

QualiCenters is a limited liability company (LLC) and its parent company, Fresenius, is a for-profit corporations (Inc.). QualiCenters’ UBI number is 601-638-504.

### **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](mailto: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](mailto:frankgfox@comcast.net)



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

QualiCenters is a subsidiary of Fresenius. Exhibit 1 contains a copy of the organizational chart depicting its relationship with QualiCenters and FKC Columbia Basin.

**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 Columbia Basin ("FKC Columbia Basin", "FMC Columbia Basin").

The address of the existing facility, FKC Columbia Basin, is:

6600 W Rio Grande Ave  
Kennewick, WA 99336

### **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.**

This question is not applicable. This project requests expansion of an existing facility.

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

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, QualiCenters is requesting CN approval to expand its existing facility, FKC Columbia Basin<sup>1</sup>, to an eighteen (18) station facility, increasing the number of stations in the Benton County Dialysis Planning Area by four (4) 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:**

| <b>Event</b>                 | <b>Anticipated Date</b> |
|------------------------------|-------------------------|
| Design Complete              | October 2020            |
| Construction Commenced       | December 2020           |
| Construction Completed       | April 2021              |
| Facility Prepared for Survey | July 2021               |

### **6. Identify the date the facility is expected to be operational as defined in [WAC 246-310-800\(12\)](#).**

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

---

<sup>1</sup> Per Certificate of Need #1674, FKC Columbia Basin is approved for 13 in-center stations and 1 isolation station. Please note that one of the in-center stations is the additional station from the one time station adjustment referenced in WAC 246-310-809 that FKC Columbia Basin is anticipating to request in 2020.

- 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 Columbia Basin serves patients with end-stage renal disease. FKC Columbia Basin offers in-center hemodialysis, home hemodialysis and peritoneal dialysis training and support for dialysis patients, a dedicated isolation area that would meet the definition under WAC 246-310-800(9), and a dedicated bed station. FKC Columbia Basin 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 expansion of FKC Columbia Basin's existing services. FKC Columbia Basin 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 [WAC 246-310-800\(11\)](#) 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 5A for a single line drawing of the existing FKC Columbia Basin layout. Exhibit 5B identifies existing stations and the proposed expansion stations associated with the requested project. In Exhibit 5B, the additional station available from the isolation-exemption adjustment is featured as station #14. Further, the four expansion stations associated with the proposed project are presented as stations 15-18.

- 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 11,003 gross square feet and 10,586 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 #: 502518  
Medicaid #: 3990439

## **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 the dialysis facilities with certificate of need approved stations in the Benton County Dialysis Planning Area.

**Table 1. Benton County Dialysis Planning Area Providers**

| NAME               | Station Count |
|--------------------|---------------|
| FKC Columbia Basin | 13            |
| DVA Kennewick      | 10            |
| DVA Chinook        | 19            |

\*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 WAC 246-310-812(5) and (6), 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 Benton County Dialysis Planning Area providers according to the applicable Northwest Renal Network ("NWRN") modality report (June 30, 2019).

**Table 2. Benton 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 Columbia Basin | 13                 | 67                                                       | 5.15                       |
| DVA Kennewick      | 10                 | 44                                                       | 4.40                       |
| DVA Chinook        | 19                 | 75                                                       | 3.95                       |

\*Station count excludes 1 isolation station

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

Please see comments below for each facilities' accordance to the standards in WAC 246-310-812(5) and (6):

- FKC Columbia Basin: as demonstrated in Table 2, it is above the 4.5 occupancy standard.
- DVA Kennewick and DVA Chinook: although both facilities in 4Q2018 operated below the 4.5 occupancy standard, they have been operational for at least three years. Therefore, according to WAC 246-310-812(5)(a), the Department may still approve new in-center stations in Benton County Dialysis Planning Area.

3. **Complete the methodology outlined in [WAC 246-310-812](#).** For reference, copies of the [ESRD Methodology](#) for every planning area are available on our website. Please note, under [WAC 246-310-812\(1\)](#), applications for new stations may only address projected station need in the planning area where the facility is to be located, unless 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 Benton 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 Benton County Dialysis Planning Area. As Table 3 demonstrates, growth between previous years 2015-2016 was less than 6%. As such, a linear regression is to be used to project station need.

**Table 3. Benton 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             | 134  | 159    | 154    | 155   | 168   | 189    |
| Rate of Change from Prior Year | --   | 18.66% | -3.14% | 0.65% | 8.39% | 12.50% |

Source: Northwest Renal Network Modality Reports. Please see also <https://www.doh.wa.gov/portals/1/Documents/pubs/KDBenton.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 Benton County Dialysis Planning Area in the years 2019 – 2023 using a linear regression.

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

| Year               | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------------|------|------|------|------|------|
| Number of Patients | 187  | 195  | 202  | 209  | 217  |

Source: Applicant. Please see also

<https://www.doh.wa.gov/portals/1/Documents/pubs/KDBenton.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 Benton County Dialysis Planning Area, the appropriate resident in-center patient per station number is 4.8. Assuming 217 patients in 2023 (step b), dividing by 4.8 and rounding up yields forty-six (46) 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 four (4) stations.



**Table 5. Benton County. Analysis of Current Supply vs. Net Station Need**

|                         | Stations  |
|-------------------------|-----------|
| FKC Columbia Basin      | 13        |
| DVA Kennewick           | 10        |
| DVA Chinook             | 19        |
| <b>Total Supply</b>     | <b>42</b> |
| 2023 Projected Need     | 46        |
| <b>Net Station Need</b> | <b>4</b>  |

Source: Applicant. Please see also

<https://www.doh.wa.gov/portals/1/Documents/pubs/KDBenton.pdf>.

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

**Table 6. FKC Columbia Basin Historical Utilization.**

|                            | CY2016 | CY2017 | CY2018 | YTD2019<br>(Jan-Aug) |
|----------------------------|--------|--------|--------|----------------------|
| Total in-center stations   | 12     | 12     | 12     | 12                   |
| Total in-center patients   | 69     | 63     | 73     | 73                   |
| Total in-center treatments | 10,332 | 9,391  | 10,698 | 7,124                |
| Total home patients        | 13     | 18     | 19     | 22                   |
| Total home treatments      | 1,623  | 2,431  | 2,946  | 2,314                |

\*Station count excludes 1 isolation station. Any patients included in table above requiring medically necessary isolation had access to Columbia Basin's one isolation room.

\*\*Station count also excludes the 1 one-time station adjustment referenced in WAC 246-310-809 that FKC Columbia Basin anticipates requesting in 2020.

5. For existing facilities proposing to add one or two stations under [WAC 246-310-818](#), 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.

6. 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 Columbia Basin. Given the four additional station are anticipated to become operational by July 2021, the first full year of operation will be CY2022.

**Table 7. FKC Columbia Basin Utilization Forecast, 2019 - 2023**

|                            | Dec 2019 | 2020   | 1Q-2Q<br>2021 | 3Q-4Q<br>2021 | Full Year 1<br>(2022) | Full Year<br>2 (2023) | Full Year 3<br>(2024) |
|----------------------------|----------|--------|---------------|---------------|-----------------------|-----------------------|-----------------------|
| Total in-center stations*  | 12       | 12     | 12            | 17            | 17                    | 17                    | 17                    |
| Total in-center patients   | 73       | 73     | 73            | 77            | 84                    | 92                    | 94                    |
| Total in-center treatments | 876      | 10,512 | 5,256         | 5,544         | 12,096                | 13,248                | 13,536                |
| Total home patients        | 22       | 25     | 27            | 27            | 30                    | 33                    | 36                    |
| Total home treatments      | 264      | 3,600  | 1,944         | 1,944         | 4,320                 | 4,752                 | 5,184                 |

\*Station count excludes 1 isolation station. Any patients included in table above requiring medically necessary isolation will have access to Columbia Basin's one isolation room.

\*\*The intervening periods' station count also excludes the 1 one-time station adjustment referenced in WAC 246-310-809 that FKC Columbia Basin anticipates requesting in 2020.

### **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

December 2019, 2020, and 1Q-2Q 2021 is 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 (July 2021) and is based on the incremental growth featured in step (b) of the need methodology and multiplied by a factor to reflect a reasonable ramp rate in utilization of the expansion stations. Further, 2024 utilization growth is limited given the patient per station will have reached 5.5.

#### 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 Columbia Basin 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 Columbia Basin is based on linear regression analysis using the previous 2016-YTD2019 average home patient counts at Columbia Basin 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 Columbia Basin Patient Origin, 2018**

| ZIPCODE | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 78542   |     |     |     |     |     |     |     |     |     |     |     | 1   |
| 83686   |     |     |     |     |     |     |     |     | 1   | 1   |     |     |
| 97838   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 2   | 2   | 2   | 1   |
| 98837   |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   | 1   |
| 98857   |     |     |     |     |     |     | 1   | 1   | 1   | 1   | 1   | 1   |
| 98908   |     |     |     |     |     |     | 1   | 1   |     |     |     |     |
| 98948   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| 99206   |     |     |     |     |     | 1   | 1   | 1   | 1   |     |     |     |
| 99301   | 17  | 15  | 16  | 17  | 17  | 17  | 18  | 20  | 20  | 21  | 19  | 19  |
| 99320   |     |     | 1   | 1   | 1   | 1   | 1   | 2   | 2   | 3   | 2   | 2   |
| 99323   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| 99330   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| 99336   | 32  | 33  | 32  | 31  | 32  | 32  | 36  | 36  | 36  | 34  | 37  | 37  |
| 99337   | 11  | 12  | 12  | 12  | 12  | 12  | 13  | 13  | 13  | 13  | 12  | 12  |
| 99338   | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 5   | 5   | 5   | 5   |
| 99343   | 1   | 1   | 1   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |
| 99349   |     |     |     |     | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| 99350   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| 99352   | 10  | 9   | 8   | 8   | 9   | 9   | 9   | 9   | 8   | 9   | 9   | 9   |
| 99353   |     |     |     |     |     |     |     |     |     |     | 1   | 1   |
| 99354   | 3   | 3   | 4   | 4   | 3   | 3   | 3   | 3   | 3   | 3   | 3   | 2   |
| 99360   |     |     |     |     |     |     |     |     |     |     | 1   | 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, QualiCenters 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.

**9. 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. [WAC 246-310-210\(2\)](#)**

All individuals identified as needing dialysis services will continue having access to FKC Columbia Basin. FKC Columbia Basin'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\(2\)](#).**

This project does not entail either a partial or full relocation. Therefore, this question is not applicable.

**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 [WAC 246-310-210\(2\)](#).**

This project does not entail either a partial or full relocation. Therefore, this question is not applicable.

**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 [WAC 246-310-220](#) 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 Columbia Basin 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 a signed lease agreement between P&L Land Company, LLC (LANDLORD) and QualiCenters Inland Northwest, LLC (TENANT). Exhibit 10B contains property

information from the Benton County Assessor & Treasurer's Office indicating P&L Land Company, LLC (LANDLORD) is the owner of the property.

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.**

This question is not applicable. FKC Columbia Basin is an existing facility and its compliance to all applicable zoning ordinances will not change as a result of the proposed expansion.

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 [WAC 246-310-800\(3\)](#). 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 Columbia Basin Capital Expenditures, by Type**

| Item                                                                                                          | Cost                      |
|---------------------------------------------------------------------------------------------------------------|---------------------------|
| a. Land Purchase                                                                                              | \$                        |
| b. Utilities to Lot Line                                                                                      | \$                        |
| c. Land Improvements                                                                                          | \$                        |
| d. Building Purchase                                                                                          | \$                        |
| e. Residual Value of Replaced Facility                                                                        | \$                        |
| f. Building Construction                                                                                      | \$197,438                 |
| g. Fixed Equipment (not already included in the construction contract)                                        | \$14,000                  |
| h. Movable Equipment                                                                                          | \$16,920                  |
| i. Architect and Engineering Fees                                                                             | \$15,272                  |
| j. Consulting Fees                                                                                            | \$                        |
| k. Site Preparation                                                                                           | \$                        |
| l. Supervision and Inspection of Site                                                                         | \$                        |
| m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction) |                           |
| 1. Land                                                                                                       | \$                        |
| 2. Building                                                                                                   | \$                        |
| 3. Equipment                                                                                                  | \$                        |
| 4. Other                                                                                                      | \$                        |
| n. Washington Sales Tax                                                                                       | \$                        |
| 1. Building                                                                                                   | \$Included in line item f |
| 2. Fixed Equipment                                                                                            | \$1,204                   |
| 3. Movable Equipment                                                                                          | \$1,455                   |
| <b>Total Estimated Capital Expenditure</b>                                                                    | <b>\$246,289</b>          |

- 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.**

Fresenius is the sole applicant and entity responsible for the estimated capital costs identified above.

- 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. [WAC 246-310-220](#).**

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").<sup>2</sup>

Fresenius does not negotiate any of its contracts at the facility-level, thus, the capital costs associated with the proposed FKC Columbia Basin expansion 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 Columbia Basin expansion will have no effect on rates Fresenius would receive in the Benton 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. [WAC 246-310-220](#).**

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 Columbia Basin expansion 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

---

<sup>2</sup> Please see: <http://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/ESRDQIP/>



providers' performance on quality of care measures.<sup>3</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 Columbia Basin Dialysis Center, Projected Payer Mix, by Revenue and by Patient**

| Payor Class          | Mix Based on Treatments | Mix based on Revenue |
|----------------------|-------------------------|----------------------|
| Medicare             | 70.2%                   | 42.8%                |
| Commercial           | 8.9%                    | 44.7%                |
| Medicaid             | 12.9%                   | 6.7%                 |
| Medicare Adv         | 0.0%                    | 0.0%                 |
| Medicaid Risk        | 4.0%                    | 3.8%                 |
| Misc. Ins            | 2.9%                    | 2.1%                 |
| Self Pay             | 1.2%                    | -0.8%                |
| Old Revenue Accounts | 0.0%                    | 0.7%                 |
| <b>TOTAL</b>         | <b>100%</b>             | <b>100%</b>          |

\*Based on FKC Columbia Basin 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 Columbia Basin' 2018 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.

---

<sup>3</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](#).

**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. [WAC 246-310-220](#)**

QualiCenters 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. [WAC 246-310-220](#)**

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 Columbia Basin, Historical and Proposed Staffing, by FTE and Position**

| Productive FTEs, by Type | Current (2019) | 3Q-4Q 2021  | 2022        | 2023        | 2024        |
|--------------------------|----------------|-------------|-------------|-------------|-------------|
| <b>In-Center FTE's</b>   |                |             |             |             |             |
| Nurse Manager            | 1.0            | 1.0         | 1.0         | 1.0         | 1.0         |
| LPN                      | 1.0            | 1.0         | 1.0         | 1.0         | 1.0         |
| Outpatient RN            | 5.0            | 5.0         | 5.0         | 5.0         | 5.0         |
| Patient Care Technician  | 9.0            | 9.6         | 10.5        | 11.5        | 11.8        |
| 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         |
| <b>Subtotal</b>          | <b>20.0</b>    | <b>20.6</b> | <b>21.5</b> | <b>22.5</b> | <b>22.8</b> |
| <b>Home FTE's</b>        |                |             |             |             |             |
| Home Manager             | 1              | 1.0         | 1.0         | 1.0         | 1.0         |
| Home RN                  | 3              | 3.0         | 3.0         | 3.0         | 3.0         |
| <b>Subtotal</b>          | <b>4.0</b>     | <b>4.0</b>  | <b>4.0</b>  | <b>4.0</b>  | <b>4.0</b>  |
| <b>Total</b>             | <b>24.0</b>    | <b>24.6</b> | <b>25.5</b> | <b>26.5</b> | <b>26.8</b> |

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 Columbia Basin 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 35.8% of wages and salaries based on FKC Columbia Basin 2018 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<br>(FTE Staff) |
|--------------------------|----------------------------------------|
| PCT (1)                  | 1:8                                    |
| RN (2)                   | 1:20                                   |
| Equipment Technician (3) | 1:125                                  |
| 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 Columbia Basin contracts with Fareed Arif, M.D. for medical director services. Dr. Arif's professional license number is MD00043592. A medical director agreement is included in Exhibit 9.

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

Faith Balian-Bryson is the clinic manager.

**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 Columbia Basin***

| Name                | License Number |
|---------------------|----------------|
| Faith Balian-Bryson | RN00123202     |
| Teresa Chandler     | RN00146172     |
| Dana Omeir          | RN60255324     |
| Monica Valledares   | RN60524593     |

|                     |            |
|---------------------|------------|
| Susie Chrystal      | RN00161471 |
| Shyla Sears         | RN60323264 |
| Veda Barrera        | HT60377901 |
| Gabriella Del Angel | HT60402362 |
| Maria Flores        | HT60371673 |
| Lina Crowley        | HT60382226 |
| Naquanna Muse       | HT60376311 |
| Amenda Steen        | HT60367670 |
| Gavin Steen         | HT60366190 |
| Virginia Vargas     | HT6042039  |
| Gurpreet Chema      | LP60650652 |
| Alexandia Arriaga   | RD1007803  |
| Bonnie Wicklund     | LW60164239 |

**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 Columbia Basin 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 Benton County as well as from neighboring counties in the region. To be effective in staff recruitment and retention, QualiCenters 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 vendors for FKC Columbia Basin**

|                                  |                               |                                 |                     |                            |
|----------------------------------|-------------------------------|---------------------------------|---------------------|----------------------------|
| Absolute Comfort Heating/Cooling | Charis Contractors            | Hema Metrics                    | Medical Solutions   | Stericycle                 |
| Absolute Medical Service         | Chinook                       | Henry Schein                    | Messa Lab           | Steve Herres               |
| Air Gap                          | Chrystal Springs              | Herres Back Flow & Construction | Metro Medical       | Storage Land               |
| Airsep                           | City of Kennewick             | Horizon Construction            | Moore Wallace       | SunBelt                    |
| ALL CITY RESTORAGE               | City of Kennewick-False Alarm | Horton and Associates           | Mounts Lock and key | Superior Building Services |
| ALL DOORS                        | Coles                         | IDEARC                          | Myron L Company     | SUPERIOR GLASS             |
| ALL PHASE                        | Colman Oil                    | I-KEY (equipment order)         | Orkin               | Superior Uniforms          |
| AM CLEANING                      | Columbia Basin Satellite      | Ikon                            | Owens & Minor       | Total Quality Medical      |

|                             |                                |                        |                                |                          |
|-----------------------------|--------------------------------|------------------------|--------------------------------|--------------------------|
| Apollo                      | Columbia Cleaners              | Ingenix                | Oxarc                          | Tri City Embroidery      |
| AT&T                        | Compucaddy(equipment order)    | In-Home Medical        | Personnel Concepts             | Tri City Lab             |
| Batteries Plus              | Country Gentleman              | Innovative             | Picatti                        | Tri City Radiology       |
| BC Group (bio-med)          | Crown                          | ISPA                   | PMI                            | Tri City Taxi            |
| Benton Franklin Health Dist | D.M.G                          | JCB Lab                | PUD                            | Vernon                   |
| Better Water                | Dell                           | JJ Calibration         | Quality Inn                    | Vista Park Mini Storage  |
| BF Power Vac                | Dept of Health                 | Kendall                | Quill (PT Binders)             | WA DEPT Health           |
| Blind Cleaning Specialist   | Dept of Labor and Indust.      | Lab Safety             | REA (3220)                     | WA State Patrol          |
| Brashear Electric           | Earthquake Management          | Langbehn Randall       | renal Nutrition Network        | Wagoner Color Vision     |
| Bruce Heating & Air Cond    | Elite Construction             | Language Link          | Riggle Plumbing                | Waste Management         |
| Brucelli Advertising        | Elite Renovations              | Life Assist            | RPC                            | Waterloo                 |
| Budget Printing             | Eschelon Telecom Inc           | Livix                  | Scale Tronix                   | Well Spoken Interpreting |
| C&H District                | EZ-WAY                         | Lourdes Medical Center | Serim Research                 | West Coast Fire Systems  |
| CALEM                       | Fast Signs                     | LSS                    | Seton                          |                          |
| Camtek                      | First Health Products          | Lusk Pump              | Shelby's Floral                |                          |
| Cardiac science             | Fresenius Medical Care         | Mar Cor                | Shred It                       |                          |
| Cascade Fire                | Garner                         | Market Lab             | Siemens                        |                          |
| CB Satellite                | GE Osmotic                     | McKay Construction     | Silver Line                    |                          |
| CDA                         | Grainger                       | McKesson               | SMART SOURCE                   |                          |
| CDW-G                       | HACH                           | McKinney               | Sports Booster                 |                          |
| CDW-Government (computers)  | Harrington Industrial Plastics | Med Pro                | STANLEY SECURITY SOLUTIONS     |                          |
| Champion                    | Helmer                         | Media                  | State of WA Buisness Licensing |                          |

**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 Columbia Basin 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 Columbia Basin 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.**

Please see Exhibit 15 for FKC Columbia Basin's transfer agreement with Kadlec Medical Center.

**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 [WAC 246-310-230\(5\)\(a\)](#). 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 Columbia Basin's existing dialysis care services. Further, we have provided documentation that FKC Columbia Basin 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 Columbia Basin 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.

**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 QualiCenters 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 three options were evaluated in the alternatives analysis:

- Option One: Add four (4) stations to existing facility —The Project
- Option Two: Postponing the request—Do Nothing
- Option Three: Establish a new four (4) station center in Benton County at a different site.

##### **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 three 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.***

| <b>Option:</b>                                                                                      | <b>Advantages/Disadvantages:</b>                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Option One</b><br>Add four (4) stations to existing facility —The Project                        | <ul style="list-style-type: none"><li>• Adds additional dialysis stations to the Planning Area, as warranted by the department's dialysis forecast model. (Advantage ("A")).</li><li>• Residents of the Benton 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 area--improves access (A).</li></ul> |
| <b>Option Two</b><br>Do nothing                                                                     | <ul style="list-style-type: none"><li>• Would do nothing to improve access (Disadvantage ("D")).</li><li>• Outmigration would increase (D).</li></ul>                                                                                                                                                                                                                                                                             |
| <b>Option Three</b><br>Establish a new four (4) station center in Benton County at a different site | <ul style="list-style-type: none"><li>• Similar advantages to Option One. (A)</li></ul>                                                                                                                                                                                                                                                                                                                                           |

**Table 15. Alternatives Analysis: Promoting Quality of Care.**

| Option:                                                                                             | Advantages/Disadvantages:                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Option One</b><br>Add four (4) stations to existing facility —The Project                        | <ul style="list-style-type: none"> <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 Benton County Planning Area would have increased dialysis station capacity--this improves quality of care inasmuch as it improves continuity of care (A).</li> </ul> |
| <b>Option Two</b><br>Do nothing                                                                     | <ul style="list-style-type: none"> <li>• Planning Area residents will need to out-migrate to receive care, and do so in increasing numbers without added capacity. As such, patient care will be fragmented, which harms access and quality of care (D)</li> </ul>                                                                                                                                                  |
| <b>Option Three</b><br>Establish a new four (4) station center in Benton County at a different site | <ul style="list-style-type: none"> <li>• Adds additional dialysis station capacity as warranted by the station forecast model (A).</li> <li>• Relative to Option One, this option would fragment care and unnecessarily spread organizational resources that otherwise could be used for quality improvement and care coordination purposes. (D)</li> </ul>                                                         |

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

| Option:                                                                                             | Advantages/Disadvantages:                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Option One</b><br>Add four (4) stations to existing facility —The Project                        | <ul style="list-style-type: none"> <li>• Approval of the current project request will allow for the facility to optimize its capacity and achieve corresponding economies of scale. (A)</li> <li>• Would require limited re-location of supplies and equipment, minimizing impact on existing operations and capital expenditures associated with the project. (A)</li> </ul> |
| <b>Option Two</b><br>Do nothing                                                                     | <ul style="list-style-type: none"> <li>• Capital and operating costs would be least under this option, since there would be none (A).</li> <li>• Suffers from significant disadvantages by not promoting access and continuity of care. Forces patients to continue to out-migrate, which is inefficient and costly for planning area residents (D).</li> </ul>               |
| <b>Option Three</b><br>Establish a new four (4) station center in Benton County at a different site | <ul style="list-style-type: none"> <li>• A new site would require significantly more capital expenditures. (D)</li> <li>• Given there would be two sites, this Option would not capture as many economies of scale as a single site.</li> </ul>                                                                                                                               |

**Table 17. Alternatives Analysis: Legal Restrictions.**

| <b>Option:</b>                                                                                      | <b>Advantages/Disadvantages:</b>                                                                     |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Option One</b><br>Add four (4) stations to existing facility —The Project                        | <ul style="list-style-type: none"> <li>This option requires certificate-of-need approval.</li> </ul> |
| <b>Option Two</b><br>Do nothing                                                                     | <ul style="list-style-type: none"> <li>There are no legal implications with this option.</li> </ul>  |
| <b>Option Three</b><br>Establish a new four (4) station center in Benton County at a different site | <ul style="list-style-type: none"> <li>This option requires certificate-of-need approval.</li> </ul> |

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

The two closest facilities to FKC Columbia Basin include:

**FKC Othello**  
530 S 1st Ave  
Othello, WA 99344

**FKC Walla Walla**  
301 W Poplar St, Ste 120  
Walla Walla, WA 99362

**4. For new facilities, identify your closest three facilities as required in [WAC 246-310-827\(3\)\(b\)](#).**

This question is not applicable as FKC Columbia Basin 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. [WAC 246-310-827\(3\)\(c\)](#). (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 application 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 QualiCenters 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 Columbia Basin Organizational Chart**

# FKC Columbia Basin Organizational Chart

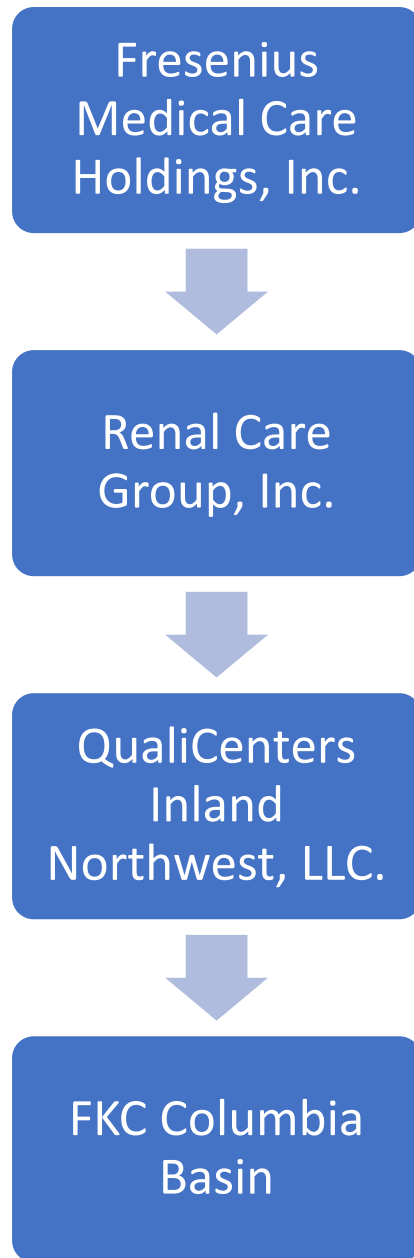


**Exhibit 2.**  
**Facilities Owned and Operated by Fresenius Medical Care Holdings**

| 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           |                            | Weston         | WV    | 26452-6955         |
| Bio-Medical Applications of West Virginia, Inc.  | (304) 728-8775   | 179 E Burr Blvd                 |                            | Kearneysville  | WV    | 25430-4964         |
| 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   | Huntington     | 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 Hospi | 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) 671-9937   | 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) 851-0330   | 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 105                | Puyallup       | WA    | 98373-1426         |
| Renal Care Group Northwest, Inc.             | (253) 627-1995   | 1717 S J St                  |                        | Tacoma         | WA    | 98405-4933         |



| 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            |                           | 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             |                           | 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    | 23093-6518         |
| Bio-Medical Applications of Virginia, Inc.      | (540) 898-3930   | 4505 Carr Dr              |                           | Fredericksburg   | VA    | 22408-2685         |
| Bio-Medical Applications of Virginia, Inc.      | (757) 461-9422   | 6161 Kempsville Cir       | Ste B                     | Norfolk          | VA    | 23502-3932         |
| Bio-Medical Applications of Virginia, Inc.      | (540) 972-2174   | 4122 Partnership Way      |                           | Locust Grove     | VA    | 22508-5229         |
| Bio-Medical Applications of Virginia, Inc.      | (540) 371-6306   | 111 Park Hill Dr          |                           | Fredericksburg   | VA    | 22401-3357         |
| Bio-Medical Applications of Virginia, Inc.      | (757) 428-1869   | 933 First Colonial Rd     | Ste 112                   | Virginia Beach   | VA    | 23454-3172         |
| Bio-Medical Applications of Virginia, Inc.      | (571) 642-0679   | 8986 Lorton Station Blvd  | Ste 100                   | Lorton           | VA    | 22079-4754         |
| Bio-Medical Applications of Virginia, Inc.      | (540) 834-2320   | 10718 Ballantraye Dr      | Ste 406                   | Fredericksburg   | VA    | 22407-4703         |
| 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   | Ste 150                   | Virginia Beach   | VA    | 23452-1189         |
| Bio-Medical Applications of Virginia, Inc.      | (276) 628-3380   | 341 Falls Dr Nw           |                           | Abingdon         | VA    | 24210-8093         |
| 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         |                           | 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 Professional | Suffolk          | VA    | 23434-8149         |
| Bio-Medical Applications of Virginia, Inc.      | (434) 392-8846   | 500 Sunchase Blvd         |                           | Farmville        | VA    | 23901-2892         |
| Bio-Medical Applications of Virginia, Inc.      | (804) 633-9796   | 102 W Broadus 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         |                        | 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        |                        | 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         |                        | Portsmouth       | VA    | 23701-2709         |
| RAI Care Centers of Virginia I, LLC                 | (757) 686-5770   | 5846 Churchland Blvd      |                        | Portsmouth       | VA    | 23703-3311         |
| RAI Care Centers of Virginia I, LLC                 | (757) 393-6582   | 311 Goode Way             |                        | Portsmouth       | VA    | 23704-2265         |
| 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        |                        | Newport News     | VA    | 23607-6038         |
| RAI Care Centers of Virginia I, LLC                 | (757) 826-1795   | 3319 W Mercury Blvd       |                        | Hampton          | VA    | 23666-3806         |
| RAI Care Centers of Virginia I, LLC                 | (757) 259-7429   | 6726 Mooretown Rd         |                        | Williamsburg     | VA    | 23188-2164         |
| RAI Care Centers of Virginia I, LLC                 | (804) 695-2904   | 6740 Main St              |                        | Gloucester       | VA    | 23061-5143         |
| RAI Care Centers of Virginia I, LLC                 | (757) 365-4293   | 1812 S Church St          | Ste A                  | Smithfield       | VA    | 23430-1860         |
| Renal Care Group of the South, Inc.                 | (434) 792-1436   | 142 S Main St             |                        | Danville         | VA    | 24541-2922         |
| 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    |                        | 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        |                        | 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             |                        | 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   |                        | 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        |                        | 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        |                        | 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           |                        | 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          |                        | Houston        | TX    | 77083-3302         |
| Bio-Medical Applications of Texas, Inc. | (713) 541-5541   | 8303 Creekbend Dr         |                        | Houston        | TX    | 77071-1147         |
| Bio-Medical Applications of Texas, Inc. | (956) 973-1970   | 1614 E Commercial Dr      |                        | Weslaco        | TX    | 78596-4532         |
| 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 |                        | Houston        | TX    | 77039-4921         |

| 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         |
| Bio-Medical Applications of Texas, Inc. | (817) 581-1515   | 4121 Denton Hwy           |                            | Haltom City     | TX    | 76117-2012         |
| Bio-Medical Applications of Texas, Inc. | (806) 665-8200   | 2545 Perryton Pkwy        | 1e                         | Pampa           | TX    | 79065-2820         |
| Bio-Medical Applications of Texas, Inc. | (903) 872-7268   | 1321 W 2nd Ave            |                            | Corsicana       | TX    | 75110-3775         |
| Bio-Medical Applications of Texas, Inc. | (281) 554-4900   | 1550 Live Oak St          |                            | Webster         | TX    | 77598-4137         |
| Bio-Medical Applications of Texas, Inc. | (713) 932-6324   | 9623 Long Point Rd        |                            | Houston         | TX    | 77055-4251         |
| Bio-Medical Applications of Texas, Inc. | (713) 699-3450   | 9126 Eastex Fwy           |                            | Houston         | TX    | 77093-7020         |
| Bio-Medical Applications of Texas, Inc. | (325) 672-3243   | 1802 Pine St              |                            | Abilene         | TX    | 79601-2430         |
| Bio-Medical Applications of Texas, Inc. | (254) 752-5503   | 2329 N 39th St            |                            | Waco            | TX    | 76708-3003         |
| Bio-Medical Applications of Texas, Inc. | (713) 947-9564   | 8537 Gulf Fwy             | Ste A                      | Houston         | TX    | 77017-5103         |
| Bio-Medical Applications of Texas, Inc. | (956) 487-5040   | 2533 Central Palm Dr      |                            | Rio Grande City | TX    | 78582-6845         |
| Bio-Medical Applications of Texas, Inc. | (281) 422-3794   | 2202 Rollingbrook Dr      |                            | Baytown         | TX    | 77521-3655         |
| Bio-Medical Applications of Texas, Inc. | (817) 738-8703   | 4804 Bryant Irvin Ct      |                            | Fort Worth      | TX    | 76107-7640         |
| Bio-Medical Applications of Texas, Inc. | (281) 341-7425   | 2510 B F Terry Blvd       |                            | Rosenberg       | TX    | 77471-5636         |
| Bio-Medical Applications of Texas, Inc. | (432) 522-2300   | 3302 W Golf Course Rd     |                            | Midland         | TX    | 79703-5118         |
| Bio-Medical Applications of Texas, Inc. | (956) 682-1259   | 1325 E Quebec Ave         |                            | Mcallen         | TX    | 78503-1623         |
| Bio-Medical Applications of Texas, Inc. | (956) 546-3738   | 2600 N Coria St           |                            | Brownsville     | TX    | 78520-8459         |
| Bio-Medical Applications of Texas, Inc. | (281) 363-1262   | 9449 Grogans Mill Rd      |                            | The Woodlands   | TX    | 77380-3623         |
| Bio-Medical Applications of Texas, Inc. | (469) 232-5333   | 9840 N Central Expy       | Ste 340                    | Dallas          | TX    | 75231-0952         |
| Bio-Medical Applications of Texas, Inc. | (972) 423-1447   | 3420 K Ave                | Ste 150                    | Plano           | TX    | 75074-2330         |
| Bio-Medical Applications of Texas, Inc. | (972) 288-1060   | 909 Gross Rd              | Skyline Village Shopping C | Mesquite        | TX    | 75149-2100         |
| Bio-Medical Applications of Texas, Inc. | (214) 827-9854   | 2613 Swiss Ave            |                            | Dallas          | TX    | 75204-5859         |
| Bio-Medical Applications of Texas, Inc. | (214) 388-8690   | 6300 Samuell Blvd         | Ste 125                    | Dallas          | TX    | 75228-7100         |
| Bio-Medical Applications of Texas, Inc. | (972) 709-0212   | 4111 W Camp Wisdom Rd     |                            | Dallas          | TX    | 75237-2422         |
| Bio-Medical Applications of Texas, Inc. | (214) 943-7065   | 655 W Illinois Ave        | Wynnewood Village Shp C    | Dallas          | TX    | 75224-1814         |
| Bio-Medical Applications of Texas, Inc. | (972) 278-2014   | 1901 Northwest Hwy        | Ste 210                    | Garland         | TX    | 75041-4850         |
| Bio-Medical Applications of Texas, Inc. | (972) 488-1191   | 2280 Springlake Rd        | Ste 110                    | Farmers Branch  | TX    | 75234-5830         |
| Bio-Medical Applications of Texas, Inc. | (214) 351-2833   | 6010 Forest Park Rd       | Ste 100                    | Dallas          | TX    | 75235-6408         |
| Bio-Medical Applications of Texas, Inc. | (281) 487-0586   | 4901 E Sam Houston Pkwy S |                            | Pasadena        | TX    | 77505-1520         |
| Bio-Medical Applications of Texas, Inc. | (915) 532-6411   | 1225 E Cliff Dr           | Ste 1a                     | El Paso         | TX    | 79902-4700         |
| Bio-Medical Applications of Texas, Inc. | (432) 267-2903   | 501 Birdwell Ln           | Ste 10                     | Big Spring      | TX    | 79720-3332         |
| Bio-Medical Applications of Texas, Inc. | (281) 493-9046   | 12121 Westheimer Rd       |                            | Houston         | TX    | 77077-6682         |
| Bio-Medical Applications of Texas, Inc. | (214) 371-2485   | 1111 W Ledbetter Dr       | Ste 800                    | Dallas          | TX    | 75224-4966         |
| Bio-Medical Applications of Texas, Inc. | (806) 418-2690   | 1805 Point West Pkwy      | Ste 200                    | Amarillo        | TX    | 79124-2166         |
| Bio-Medical Applications of Texas, Inc. | (817) 599-6783   | 2025 Fort Worth Hwy       | Ste 400                    | Weatherford     | TX    | 76086-4777         |
| Bio-Medical Applications of Texas, Inc. | (713) 926-3394   | 6830 Capitol St           |                            | Houston         | TX    | 77011-4622         |
| Bio-Medical Applications of Texas, Inc. | (254) 554-3366   | 726 S Fort Hood St        |                            | Killeen         | TX    | 76541-7431         |
| Bio-Medical Applications of Texas, Inc. | (956) 581-2136   | 1615 E Expressway 83      |                            | Mission         | TX    | 78572-6610         |
| Bio-Medical Applications of Texas, Inc. | (281) 388-0707   | 2625 S Bypass 35          |                            | Alvin           | TX    | 77511-4795         |
| Bio-Medical Applications of Texas, Inc. | (915) 599-2891   | 10767 Gateway Blvd W      | Ste 600                    | El Paso         | TX    | 79935-4918         |
| Bio-Medical Applications of Texas, Inc. | (281) 550-0287   | 8925 Highway 6 N          |                            | Houston         | TX    | 77095-2457         |
| Bio-Medical Applications of Texas, Inc. | (936) 258-6833   | 1003 N Cleveland St       |                            | Dayton          | TX    | 77535-2131         |
| Bio-Medical Applications of Texas, Inc. | (214) 942-2900   | 1150 N Bishop Ave         | Ste 200                    | Dallas          | TX    | 75208-4168         |
| Bio-Medical Applications of Texas, Inc. | (214) 381-9494   | 7610 Military Pkwy        |                            | Dallas          | TX    | 75227-3915         |
| Bio-Medical Applications of Texas, Inc. | (817) 338-1302   | 1210 Alston Ave           |                            | Fort Worth      | TX    | 76104-4506         |
| Bio-Medical Applications of Texas, Inc. | (817) 558-1593   | 160 Jack Burton Dr        |                            | Cleburne        | TX    | 76031-7711         |
| Bio-Medical Applications of Texas, Inc. | (956) 544-0711   | 64 S Price Rd             | Ste B                      | Brownsville     | TX    | 78521-2459         |
| Bio-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         |                        | Corpus Christi | TX    | 78404-3110         |
| Dialysis Management Corporation                       | (361) 595-4178   | 2213 S Brahma Blvd        |                        | Kingsville     | TX    | 78363-7107         |
| Dialysis Management Corporation                       | (361) 364-1968   | 222 E Sinton St           |                        | Sinton         | TX    | 78387-2655         |
| Dialysis Management Corporation                       | (361) 758-0029   | 709 S Commercial St       | C 1                    | Aransas Pass   | TX    | 78336-1826         |
| Dialysis Management Corporation                       | (361) 668-8055   | 901 Medical Center Blvd   |                        | 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    |                        | 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                |                  | 1103 Grace St             |                        | 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 A                  | 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          |                        | Victoria        | TX    | 77901-3966         |
| LIBIR LLC                                                | (972) 746-4747   | 1111 W Airport Fwy        | Ste 101                | Irving          | TX    | 75062-6204         |
| Lewisville LD, LLC                                       | (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          |                        | 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      |                        | 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    |                        | San Antonio     | TX    | 78222-4911         |
| STAT Dialysis Corporation                   | (956) 519-2999   | 901 Plaza Dr              |                        | Mission         | TX    | 78572-6029         |
| STAT Dialysis Corporation                   | (956) 668-1208   | 5406 S Jackson Rd         |                        | Edinburg        | TX    | 78539-6672         |
| Terrell Dialysis Center, L.L.C.             | (972) 932-4846   | 2213 Old Kemp Hwy         |                        | Kaufman         | TX    | 75142-3658         |
| 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          |                        | 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         |



| Legal Business Name                           | Telephone Number | Mailing Address Line 1     | Mailing Address Line 2 | City/Town      | State | Zip Code + 4 digit |
|-----------------------------------------------|------------------|----------------------------|------------------------|----------------|-------|--------------------|
| Bio-Medical Applications of Tennessee, Inc.   | (423) 613-9000   | 119 Hedrick Dr             |                        | Newport        | TN    | 37821-2930         |
| Bio-Medical Applications of Tennessee, Inc.   | (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 Ivy 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                              | Telephone Number | 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 Be   | 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          |                            | Fort Lawn         | SC    | 29714-8762         |
| Bio-Medical Applications of South Carolina, Inc. | (843) 839-4273   | 4592 Oleander Dr             |                            | Myrtle Beach      | SC    | 29577-5747         |
| Bio-Medical Applications of South Carolina, Inc. | (843) 537-6801   | 104 Grace Ln                 |                            | Cheraw            | SC    | 29520-7132         |

| 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 IV | San Juan         | 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 Ste   | Yauco            | 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              |
| Bio-Medical Applications of Caguas, Inc.              | (787) 743-1334   | Po Box 6659                    |                             | Caguas           | PR    | 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 Park    | 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 Professional 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 Professional Building | 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 Vega       | Vega Alta          | 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 A       | Arecibo            | 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         | Esc Bayamon        | PR    | 00956              |
| Bio-Medical Applications of Puerto Rico, Inc.   | (787) 957-9647   | Po Box 1604                          |                                 | 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 Hc3 | Rd. 2, Km 173.4, Bo. Cain /     | San German         | 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                       |                                 | Pottstown          | PA    | 19464-3215         |
| Bio-Medical Applications of Delaware, Inc.      | (610) 276-2018   | 630 W Germantown Pike                |                                 | Plymouth Meeting   | PA    | 19462-1069         |
| Bio-Medical Applications of Maryland, Inc.      | (610) 276-2018   | 630 W Germantown Pike                |                                 | Plymouth Meeting   | 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                  |                                 | 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.  |                  | 595 W State St                       |                                 | 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                     |                                 | 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 Meeting   | 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                   |                                 | Allentown          | PA    | 18103-3671         |
| Bio-Medical Applications of Pennsylvania, Inc.  | (215) 657-6780   | 1036 Easton Rd                       |                                 | Willow Grove       | PA    | 19090-2002         |
| Bio-Medical Applications of Pennsylvania, Inc.  | (724) 742-0139   | 144 Emeryville Dr                    |                                 | Cranberry Township | PA    | 16066-5015         |
| Bio-Medical Applications of Pennsylvania, Inc.  | (570) 265-2209   | 603 William St                       |                                 | Towanda            | PA    | 18848-2139         |
| Bio-Medical Applications of Pennsylvania, Inc.  | (570) 887-4431   | 1 Guthrie Sq                         |                                 | Sayre              | PA    | 18840-1625         |
| 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 Room      | 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 Floor    | Philadelphia       | PA    | 19152-2007         |
| Bio-Medical Applications of Pennsylvania, Inc. | (610) 797-7655   | 2820 Mitchell Ave              |                               | 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 Township | 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 Center | Charleroi          | 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-Medical Applications of Pennsylvania, Inc. | (215) 739-5239   | 2301 E Allegheny Ave           |                               | Philadelphia       | PA    | 19134-4427         |



| 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        |                          | 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 | Lansdale        | PA    | 19446-1259         |
| Renal Care Group East, Inc.                    | (215) 381-0310   | 10 E Moreland Ave        |                          | Philadelphia    | PA    | 19118-3541         |
| Renex Dialysis Clinic of Pittsburgh, Inc.      | (412) 469-7011   | 575 Coal Valley Rd       | Ste 262                  | Clairton        | PA    | 15025-3724         |

| 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           |                        | 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.                            |                  | 1775 Thompson Rd            |                        | 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.                       |                  | 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       |                        | 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           |                        | 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    | 97220-9099         |
| THC/PNRS LLC                                           | (503) 359-0593   | 3201 19th Ave               |                        | Forest Grove    | OR    | 97116-1940         |
| Bio-Medical Applications of Oklahoma, Inc.             | (405) 632-7766   | 6040 S Western Ave          |                        | Oklahoma City   | OK    | 73139-1602         |
| Bio-Medical Applications of Oklahoma, Inc.             | (580) 286-5030   | 1104 E Lincoln Rd           |                        | Idabel          | OK    | 74745-7364         |
| Bio-Medical Applications of Oklahoma, Inc.             | (580) 256-0371   | 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   | 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 | OK    | 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 | OK    | 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         | OK    | 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 | OK    | 73106-7215         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 660-0816   | 5230 S Mingo Rd            |                            | Tulsa         | OK    | 74146-5765         |
| Fresenius Medical Care Tulsa, LLC                                 | (405) 632-7766   | 6040 S Western Ave         |                            | Oklahoma City | OK    | 73139-1602         |
| Fresenius Medical Care Tulsa, LLC                                 | (405) 632-7766   | 6040 S Western Ave         |                            | Oklahoma City | OK    | 73139-1602         |
| Fresenius Medical Care Tulsa, LLC                                 | (405) 632-7766   | 6040 S Western Ave         |                            | Oklahoma City | OK    | 73139-1602         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 592-0724   | 2309a W Edison St          | A                          | Tulsa         | OK    | 74127-5218         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 272-2719   | 10205 N 110th East Ave     |                            | Owasso        | OK    | 74055-4374         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 682-2272   | 3371 W Broadway St         |                            | Muskogee      | OK    | 74401-2134         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 250-3427   | 5147 S Garnett Rd          | Ste C                      | Tulsa         | OK    | 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  | OK    | 74006-2924         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 835-5599   | 1515 N Harvard Ave         | Ste D                      | Tulsa         | OK    | 74115-4904         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 227-3351   | 1013 E Cleveland Ave       |                            | Sapulpa       | OK    | 74066-4516         |
| Fresenius Medical Care Tulsa, LLC                                 | (918) 747-7127   | 2845 E Skelly Dr           |                            | Tulsa         | OK    | 74105-6221         |
| Fresenius Medical Care Yukon, LLC                                 | (405) 350-3751   | 1320 W Vandament Ave       |                            | Yukon         | OK    | 73099-4407         |
| NNA of Oklahoma, L.L.C.                                           | (580) 226-9390   | 1402 Brookview Dr          |                            | Ardmore       | OK    | 73401-1219         |
| NRA-Ada, Oklahoma, LLC                                            | (580) 421-9131   | 324 Nw J A Richardson Loop |                            | Ada           | OK    | 74820-2017         |
| 022808 Kenwood LLC                                                | (513) 745-0800   | 8251 Pine Rd               | Ste 110                    | Cincinnati    | OH    | 45236-2193         |
| 022808 LLC                                                        | (513) 841-1800   | 2071 Sherman Ave           |                            | Norwood       | OH    | 45212-2633         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 474-3379   | 3546 W Sylvania Ave        | Ste A                      | Toledo        | OH    | 43623-4411         |
| Bio-Medical Applications of Ohio, Inc.                            | (614) 538-1060   | 758 Communications Pkwy    |                            | Columbus      | OH    | 43214-1948         |
| Bio-Medical Applications of Ohio, Inc.                            | (740) 401-0747   | 510 Main St                |                            | Belpre        | OH    | 45714-1618         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 538-7406   | 601 State Route 224        |                            | Ottawa        | OH    | 45875-9239         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 586-0851   | 801 Pro Dr                 | Ste B                      | Celina        | OH    | 45822-3301         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 223-3391   | 750 W High St              | Ste 100                    | Lima          | OH    | 45801-3959         |
| Bio-Medical Applications of Ohio, Inc.                            | (937) 222-5859   | 821 S Edwin C Moses Blvd   |                            | Dayton        | OH    | 45417-3463         |
| Bio-Medical Applications of Ohio, Inc.                            |                  | 410 W 10th Ave             | Acute Dialysis - 9w Rhodes | Columbus      | OH    | 43210-1240         |
| Bio-Medical Applications of Ohio, Inc.                            | (937) 234-2637   | 707 S Edwin C Moses Blvd   |                            | Dayton        | OH    | 45417-3462         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 775-1730   | 335 Glessner Ave           |                            | Mansfield     | OH    | 44903-2269         |
| Bio-Medical Applications of Ohio, Inc.                            | (330) 535-4643   | 199 Perkins St             |                            | Akron         | OH    | 44304-1270         |
| Bio-Medical Applications of Ohio, Inc.                            | (614) 825-0590   | 8740 Orion Pl              |                            | Columbus      | OH    | 43240-4053         |
| Bio-Medical Applications of Ohio, Inc.                            | (330) 836-0985   | 690 White Pond Dr          | Ste 201                    | Akron         | OH    | 44320-1126         |
| Bio-Medical Applications of Ohio, Inc.                            | (419) 243-7729   | 1313 Cherry St             |                            | 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    | OH    | 43551-5271         |
| Bio-Medical Applications of Ohio, Inc.                            | (937) 279-3120   | 4100 Salem Ave             |                            | Trotwood      | OH    | 45416-1703         |



| 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                 | OH    | 43016-8042         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 845-1594   | 306 Lafayette St           | Unit J                 | London                 | OH    | 43140-9069         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 393-1624   | 14 Woodlake Trl            |                        | Mount Vernon           | OH    | 43050-9132         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 422-0160   | 9200 Staples Dr            | Ste A                  | Streetsboro            | OH    | 44241-3950         |
| Bio-Medical Applications of Ohio, Inc.       | (419) 774-0180   | 680 Bally Row              |                        | Mansfield              | OH    | 44906-2969         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 668-6200   | 3558 Ridgewood Rd          |                        | Fairlawn               | OH    | 44333-3122         |
| Bio-Medical Applications of Ohio, Inc.       | (419) 281-7800   | 1100 Redwood Dr            |                        | Ashland                | OH    | 44805-4505         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 441-9300   | 137 Pine St                |                        | Gallipolis             | OH    | 45631-1536         |
| Bio-Medical Applications of Ohio, Inc.       | (614) 895-2705   | 477 Cooper Rd              | Ste 140                | Westerville            | OH    | 43081-8056         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 220-4366   | 2583 Center Rd             |                        | Hinckley               | OH    | 44233-9561         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 837-2575   | 2474 Lincoln Way E         |                        | Massillon              | OH    | 44646-5085         |
| Bio-Medical Applications of Ohio, Inc.       | (614) 469-0070   | 393 E Town St              | Ste 111                | Columbus               | OH    | 43215-4764         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 376-7600   | 199 Perkins St             |                        | Akron                  | OH    | 44304-1270         |
| Bio-Medical Applications of Ohio, Inc.       | (419) 562-3000   | 701 Tiffin St              |                        | Bucyrus                | OH    | 44820-1552         |
| Bio-Medical Applications of Ohio, Inc.       | (419) 775-1730   | 647 Bally Row              |                        | Mansfield              | OH    | 44906-2967         |
| Bio-Medical Applications of Ohio, Inc.       | (614) 840-0012   | 4661 Karl Rd               |                        | Columbus               | OH    | 43229-6421         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 376-4905   | 345 Bishop St              |                        | Akron                  | OH    | 44307-2401         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 353-7788   | 1648 11th St               |                        | Portsmouth             | OH    | 45662-4526         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 389-4111   | 1730 Marion Waldo Rd       |                        | Marion                 | OH    | 43302-7428         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 764-1019   | 3995 Medina Rd             | Ste 150                | Medina                 | OH    | 44256-5958         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 602-5001   | 1260 Monroe St Nw          | Ste 41t                | New Philadelphia       | OH    | 44663-4147         |
| Bio-Medical Applications of Ohio, Inc.       | (937) 292-7050   | 130 Dowell Ave             |                        | Bellefontaine          | OH    | 43311-2305         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 896-6311   | 1565 Corporate Woods Pkwy  |                        | Uniontown              | OH    | 44685-7820         |
| Bio-Medical Applications of Ohio, Inc.       | (614) 338-8202   | 4039 E Broad St            |                        | Columbus               | OH    | 43213-1136         |
| Bio-Medical Applications of Ohio, Inc.       | (419) 668-2121   | 290 Benedict Ave           |                        | Norwalk                | OH    | 44857-2374         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 345-2060   | 387 W Milltown Rd          |                        | Wooster                | OH    | 44691-9082         |
| Bio-Medical Applications of Ohio, Inc.       | (330) 677-0880   | 401 Devon Pl               | Ste 100                | Kent                   | OH    | 44240-6481         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 532-3099   | 158 N 2nd St               |                        | Ironton                | OH    | 45638-1447         |
| Bio-Medical Applications of Ohio, Inc.       | (937) 237-2000   | 7211 Shull Rd              |                        | Huber Heights          | OH    | 45424-1234         |
| Bio-Medical Applications of Ohio, Inc.       | (937) 438-9595   | 7700 Washington Village Dr | Ste 100                | Centerville            | OH    | 45459-4094         |
| Bio-Medical Applications of Ohio, Inc.       | (937) 456-0400   | 450d Washington Jackson Rd |                        | Eaton                  | OH    | 45320-8699         |
| Bio-Medical Applications of Ohio, Inc.       | (614) 228-9114   | 285 E State St             | Ste 170                | Columbus               | OH    | 43215-4322         |
| Bio-Medical Applications of Ohio, Inc.       | (740) 477-7225   | 790 N Court St             |                        | Circleville            | OH    | 43113-1262         |
| Bio-Medical Applications of Ohio, Inc.       | (513) 204-5555   | 1992 King Ave              |                        | Kings Mills            | OH    | 45034-8000         |
| CINLD, LLC                                   | (513) 521-2018   | 1555 Goodman Ave           |                        | Cincinnati             | OH    | 45224-1058         |
| Columbus Area Renal Alliance, LLC            | (614) 224-2344   | 745 W State St             | Ste 660                | Columbus               | OH    | 43222-1591         |
| Columbus Area Renal Alliance, LLC            | (614) 322-0433   | 85 Mcnaughten Rd           | Ste 140                | Columbus               | OH    | 43213-5113         |
| Columbus Area Renal Alliance, LLC            | (740) 335-4267   | 1280 Rawlings St           |                        | Washington Court House | OH    | 43160-1647         |
| Columbus Med Partners, LLC                   | (614) 853-5995   | 4500 W Broad St            |                        | Columbus               | OH    | 43228-1623         |
| Dialysis Associates of Northeast Ohio, Inc.  | (440) 366-1975   | 1050 Abbe Rd N             |                        | Elyria                 | OH    | 44035-1614         |
| Dialysis Services of Cincinnati, Inc.        | (513) 769-6465   | 4010 Executive Park Dr     |                        | Cincinnati             | OH    | 45241-2021         |
| Dialysis Specialists of Marietta, Ltd.       | (740) 376-0045   | 16 Acme St                 | Washington Center      | Marietta               | OH    | 45750-3306         |
| Dialysis Specialists of Northeast Ohio, Ltd. | (440) 365-8165   | 1070 Abbe Rd N             |                        | Elyria                 | OH    | 44035-1614         |
| Elyria Renal Care, LLC                       | (440) 934-5700   | 5316 Hoag Dr               |                        | Sheffield Village      | OH    | 44035-1472         |
| Elyria Renal Care, LLC                       | (440) 985-2280   | 1168 Cleveland Ave         | 1st Floor, Ste 3       | Amherst                | OH    | 44001-1765         |
| FMS Cabell Huntington Dialysis Centers, LLC  | (740) 867-4471   | 517 3rd Ave                |                        | Chesapeake             | OH    | 45619-1036         |
| FMS Delaware Dialysis, LLC                   | (740) 363-7171   | 36 Troy Rd                 |                        | Delaware               | OH    | 43015-4503         |
| Fresenius Medical Care Akron, LLC            | (330) 835-9047   | 690 White Pond Dr          | Ste 101                | Akron                  | OH    | 44320-1126         |
| Fresenius Medical Care Butler County, LLC    | (513) 737-1415   | 890 Nw Washington Blvd     |                        | Hamilton               | OH    | 45013-1281         |
| Fresenius Medical Care Butler County, LLC    | (513) 895-7300   | 3090 McBride Ct            | Ste A                  | Hamilton               | OH    | 45011-0812         |
| Fresenius Medical Care Butler County, LLC    | (513) 863-6882   | 4750 Dixie Hwy             |                        | Fairfield              | OH    | 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               | OH    | 45056-1004         |
| Fresenius Medical Care Canal Winchester, LLC                 | (614) 751-8660   | 1310 Hill Rd N                | Ste 100                    | Pickerington         | OH    | 43147-7816         |
| Fresenius Medical Care Centerville Home, LLC                 | (937) 433-0106   | 7700 Washington Village Dr    | Ste 110                    | Centerville          | OH    | 45459-4094         |
| Fresenius Medical Care Creighton Dialysis, LLC               | (419) 425-8515   | 1000 E Main Cross St          | Ste 102                    | Findlay              | OH    | 45840-6339         |
| Fresenius Medical Care Fort Wayne, LLC                       | (419) 782-9090   | 1850 E 2nd St                 | Ste 1846-1850              | Defiance             | OH    | 43512-2502         |
| Fresenius Medical Care Fort Wayne, LLC                       | (419) 636-0584   | 537 W High St                 |                            | Bryan                | OH    | 43506-1619         |
| Fresenius Medical Care Garfield Heights Home, LLC            | (216) 438-7325   | 9729 Granger Rd               |                            | Garfield Heights     | OH    | 44125-5352         |
| Fresenius Medical Care Indian Hills, LLC                     | (740) 286-5556   | 820 Veterans Dr               |                            | Jackson              | OH    | 45640-2144         |
| Fresenius Medical Care Lancaster Nephrology Investments, LLC | (740) 689-0566   | 1550 Sheridan Dr              | Ste 206                    | Lancaster            | OH    | 43130-1380         |
| Fresenius Medical Care Maumee Home, LLC                      | (419) 865-4554   | 6546 Weatherfield Ct          |                            | Maumee               | OH    | 43537-9252         |
| Fresenius Medical Care Milford, LLC                          | (513) 248-1690   | 5890 Meadow Creek Dr          |                            | Milford              | OH    | 45150-3087         |
| Fresenius Medical Care New Albany, LLC                       | (614) 855-3677   | 991 E Johnstown Rd            |                            | Gahanna              | OH    | 43230-1851         |
| Fresenius Medical Care Stark County, LLC                     | (330) 456-3997   | 2835 Tuscarawas St W          |                            | Canton               | OH    | 44708-4600         |
| Fresenius Medical Care VRO, LLC                              | (614) 875-2349   | 3149 Farm Bank Way            |                            | Grove City           | OH    | 43123-1258         |
| Fresenius Medical Care Wilmington Home, LLC                  | (937) 383-0009   | 630 W Main St                 | Ste 209                    | Wilmington           | OH    | 45177-2181         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 792-6341   | 3265 Canfield Rd              |                            | Youngstown           | OH    | 44511-2810         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 898-0801   | 4941 Enterprise Dr Nw         |                            | Warren               | OH    | 44481-8706         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 729-9061   | 9174 Market St                |                            | North Lima           | OH    | 44452-9558         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 629-8856   | 257 Boardman Canfield Rd      |                            | Boardman             | OH    | 44512-4806         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 746-2860   | 1340 Belmont Ave              | Ste 2100                   | Youngstown           | OH    | 44504-1131         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 372-4030   | 2100 Millennium Blvd          |                            | Cortland             | OH    | 44410-9173         |
| Fresenius Medical Care Youngstown, LLC                       | (330) 799-1150   | 139 Javit Ct                  |                            | Austintown           | OH    | 44515-2410         |
| Fresenius Medical Care-OSUIM Kidney Centers, LLC             | (614) 487-9750   | 1791 Kenny Rd                 |                            | Columbus             | OH    | 43212-1311         |
| Fresenius Medical Care-OSUIM Kidney Centers, LLC             | (614) 258-5898   | 730 Taylor Ave                |                            | Columbus             | OH    | 43219-2527         |
| Liberty Forest Fair, LLC                                     | (513) 648-9175   | 1198 W Kemper Rd              |                            | Cincinnati           | OH    | 45240-1708         |
| Lorain County Renal Care Group, LLC                          | (440) 365-1811   | 1160 E Broad St               |                            | Elyria               | OH    | 44035-6306         |
| Mid-America Dialysis, LLC                                    | (614) 367-1679   | 2355 S Hamilton Rd            |                            | Columbus             | OH    | 43232-4305         |
| NNA of Toledo, Inc.                                          | (419) 474-8995   | 2532 W Laskey Rd              |                            | Toledo               | OH    | 43613-3205         |
| NNA of Toledo, Inc.                                          | (419) 891-2200   | 322 W Dussel Dr               |                            | Maumee               | OH    | 43537-1671         |
| NNA of Toledo, Inc.                                          | (419) 539-4000   | 3100 W Central Ave            | Ste 100                    | Toledo               | OH    | 43606-2924         |
| Ohio Renal Care Group, LLC                                   | (216) 561-3535   | 4200 Warrensville Center Rd   | Ste 100                    | Warrensville Heights | OH    | 44122-7051         |
| Ohio Renal Care Group, LLC                                   | (330) 928-4511   | 320 Broadway St E             |                            | Cuyahoga Falls       | OH    | 44221-3312         |
| Ohio Renal Care Group, LLC                                   | (317) 398-0486   | 2500 Metrohealth Dr           | Metrohealth Medical Center | Cleveland            | OH    | 44109-1900         |
| Ohio Renal Care Group, LLC                                   | (330) 336-8070   | 1160 Williams Reserve Blvd    |                            | Wadsworth            | OH    | 44281-9318         |
| Ohio Renal Care Group, LLC                                   | (216) 221-3034   | 13900 Detroit Ave             |                            | Lakewood             | OH    | 44107-4624         |
| Ohio Renal Care Group, LLC                                   | (440) 974-3459   | 8840 Tyler Blvd               |                            | Mentor               | OH    | 44060-4361         |
| Ohio Renal Care Group, LLC                                   | (216) 267-1451   | 14670 Snow Rd                 |                            | Brook Park           | OH    | 44142-2461         |
| Ohio Renal Care Group, LLC                                   | (216) 368-0004   | 2429 Martin Luther King Jr Dr |                            | Cleveland            | OH    | 44120-1024         |
| Ohio Renal Care Group, LLC                                   | (216) 421-1013   | 2429 Martin Luther King Jr Dr | Fl 2                       | Cleveland            | OH    | 44120-1024         |
| Ohio Renal Care Group, LLC                                   | (216) 591-1364   | 5035 Richmond Rd              | Ste A                      | Bedford              | OH    | 44146-1328         |
| Ohio Renal Care Group, LLC                                   | (216) 739-0500   | 3280 W 25th St                |                            | Cleveland            | OH    | 44109-1670         |
| Ohio Renal Care Group, LLC                                   | (216) 731-0513   | 26450 Euclid Ave              |                            | Euclid               | OH    | 44132-3307         |
| Ohio Renal Care Group, LLC                                   | (440) 248-7061   | 6020 Enterprise Pkwy          |                            | Solon                | OH    | 44139-2753         |
| Ohio Renal Care Group, LLC                                   | (216) 541-5880   | 13944 Euclid Ave              |                            | East Cleveland       | OH    | 44112-3804         |
| Physicians Dialysis Company, Inc.                            | (330) 715-1044   | 139 Javit Ct                  |                            | Austintown           | OH    | 44515-2410         |
| RCG University Division, Inc.                                | (937) 498-0040   | 1015 Fair Rd                  |                            | Sidney               | OH    | 45365-8947         |
| Renal Care Group Eastern Ohio, LLC                           | (330) 332-2958   | 2345 E Pershing St            |                            | Salem                | OH    | 44460-3400         |
| Renal Care Group Toledo, LLC                                 | (419) 474-8995   | 2532 W Laskey Rd              |                            | Toledo               | OH    | 43613-3205         |
| Renal Care Group Westlake, LLC                               | (440) 835-1139   | 26024 Detroit Rd              |                            | Westlake             | OH    | 44145-2427         |
| Suburban Home Dialysis, Inc.                                 | (216) 491-0600   | 20050 Harvard Ave             |                            | Warrensville Heights | OH    | 44122-6816         |
| Three Rivers Dialysis Services, LLC                          | (419) 238-9333   | 140 Fox Rd                    | Ste 405                    | Van Wert             | OH    | 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              | Fl 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              | Fl 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.    |                  | 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.    |                  | 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.    |                  | 5300 Military Rd           |                        | Lewiston          | NY    | 14092-1903         |
| New York Dialysis Services, Inc.    | (315) 255-7011   | 17 Lansing St              | Auburn Community Hospi | Auburn            | NY    | 13021-1983         |
| New York Dialysis Services, Inc.    | (509) 783-9993   | 506 6th St                 |                        | Brooklyn          | NY    | 11215-3609         |
| New York Dialysis Services, Inc.    | (718) 969-3293   | 17635 Union Tpke           |                        | Fresh Meadows     | NY    | 11366-1515         |
| New York Dialysis Services, Inc.    | (631) 547-4150   | 33 Walt Whitman Rd         |                        | Huntington Stati  | NY    | 11746-3640         |
| New York Dialysis Services, Inc.    | (718) 239-2089   | 1776 Eastchester Rd        | Fl 2                   | Bronx             | NY    | 10461-2341         |
| New York Dialysis Services, Inc.    | (518) 584-1807   | 373 Church St              |                        | 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             |                        | 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 Tonawanc  | 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         |
| SJLS, LLC                                    | (315) 652-8474   | 8302 Provo Dr             | Ste 1                  | Liverpool       | NY    | 13090-4113         |
| SJLS, 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         |
| Vestal Healthcare LLC                        | (631) 716-8758   | 1500 Middle Country Rd    |                        | Centereach      | NY    | 11720-3500         |
| Vestal Healthcare LLC                        | (607) 773-2920   | 65 Pennsylvania Ave       | Ste 207                | Binghamton      | NY    | 13903-1651         |
| Vestal Healthcare LLC                        | (631) 224-8500   | 929 Sunrise Hwy           |                        | Bay Shore       | NY    | 11706-5907         |
| Vestal Healthcare LLC                        | (716) 630-6831   | 52 S Union Rd             |                        | Williamsville   | NY    | 14221-6555         |
| Vestal Healthcare LLC                        | (607) 798-1916   | 116 N Jensen Rd           |                        | Vestal          | NY    | 13850-2128         |
| Vestal Healthcare LLC                        | (607) 762-2225   | 27 Park Ave               |                        | Binghamton      | NY    | 13903-1605         |
| Vestal Healthcare LLC                        | (607) 762-2015   | 65 Pennsylvania Ave       | Ste 300                | Binghamton      | NY    | 13903-1651         |
| Watertown Dialysis Center, LLC               | (315) 779-2140   | 22571 Summit Dr           |                        | Watertown       | NY    | 13601-7233         |
| Watertown 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         |
| Fresenius Kidney Care Nevada, LLC            | (702) 451-1533   | 3565 E Post Rd            |                        | Las Vegas       | NV    | 89120-6262         |
| Fresenius Medical Care Centennial, LLC       | (702) 395-2602   | 7465 W Azure Dr           | Ste 1a                 | Las Vegas       | NV    | 89130-4419         |
| Fresenius Medical Care NE Las Vegas, LLC     | (702) 531-3558   | 321 N Nellis Blvd         | Ste C120               | Las Vegas       | NV    | 89110-5415         |
| Fresenius Medical Care NKDHC, LLC            | (702) 614-4301   | 1661 W Horizon Ridge Pkwy | Ste 101                | Henderson       | NV    | 89012-3494         |
| Fresenius Medical Care Spring Valley, LLC    | (702) 248-1807   | 7040 W Sunset Rd          |                        | Las Vegas       | NV    | 89113-1993         |
| Fresenius Medical Care West Sahara, LLC      | (702) 243-2763   | 7710 W Sahara Ave         | Ste 120                | Las Vegas       | NV    | 89117-2717         |
| Fresenius Medical Care West Sahara, LLC      | (702) 647-4089   | 1581 Mount Mariah Dr      | Suite 100              | Las Vegas       | NV    | 89106              |
| Liberty Dialysis - Nevada Acutes LLC         | (775) 825-8254   | 660 Sierra Rose Dr        | Ste B                  | Reno            | NV    | 89511-2393         |
| Liberty Dialysis-Carson City LLC             | (775) 461-7250   | 4500 S Carson St          |                        | Carson City     | NV    | 89701-6618         |
| Liberty Dialysis-Northwest Reno LLC          | (775) 747-1100   | 6144 Mae Anne Ave         |                        | Reno            | NV    | 89523-4721         |
| Liberty Dialysis-Reno Home Dialysis LLC      | (775) 829-9961   | 601 Sierra Rose Dr        | Ste 201                | Reno            | NV    | 89511-4048         |
| Liberty Dialysis-South Reno LLC              | (775) 624-8055   | 601 Sierra Rose Dr        | Ste 101                | Reno            | NV    | 89511-4027         |
| Liberty 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         |
| Spring 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         |
| Bio-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 McMahan 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 Dia | Union            | 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                  |                          | 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         |



| 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      |                        | Vineland       | NJ    | 08360-6911         |
| Fresenius Medical Care-Meridian Health System, LLC  |                  | 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  |                        | Hammonton      | NJ    | 08037-1866         |
| Liberty Dialysis-Berlin LLC                         | (856) 809-0036   | 30 Tansboro Rd          |                        | Berlin         | NJ    | 08009-1948         |
| Liberty Dialysis-Runnemedede LLC                    | (856) 312-0101   | 170 E 9th Ave           | Ste B                  | Runnemedede    | 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    | 07029-2134         |
| NNA-Saint Barnabas, L.L.C.                          | (973) 926-7600   | 201 Lyons Ave           |                        | Newark         | NJ    | 07112-2027         |
| 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     | NJ    | 07109-3550         |
| NNA-Saint Barnabas, L.L.C.                          | (908) 241-0453   | 131 S 31st St           |                        | Kenilworth     | NJ    | 07033-1331         |
| NNA-Saint Barnabas-Livingston, L.L.C.               | (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            | Englewood Hospital And 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 |                          | 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.         |                  | 155 Borthwick Ave       |                          | 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 101                  | Nashua          | NH    | 03063-1262         |
| Bio-Medical Applications of New Hampshire, Inc. |                  | 27 Sterling Dr          |                          | Rochester       | NH    | 03867-4373         |
| Bio-Medical Applications of New Hampshire, Inc. |                  | 248 Pleasant St         |                          | Concord         | NH    | 03301-2588         |
| 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. |                  | 1 Hampton Rd            |                          | 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      |                          | 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. | (252) 442-1129   | 1676 S Wesleyan Blvd      |                        | Rocky Mount   | NC    | 27803-5626         |
| Bio-Medical Applications of North Carolina, Inc. | (252) 393-2039   | 1165 Cedar Point Blvd     |                        | Cedar Point   | 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         |
| Bio-Medical Applications of North Carolina, Inc. | (910) 867-2602   | 6959 Nexus Ct             |                        | 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 Cente | 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         |

| 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              |                        | Lillington   | NC    | 27546-8043         |
| Independent Nephrology Services, Inc.            | (704) 947-2341   | 9920 Kinsey Ave             | Ste 140                | Huntersville | NC    | 28078-2401         |
| Independent Nephrology Services, Inc.            | (704) 878-6590   | 2603 Davie Ave              |                        | 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.              | (336) 694-1084   | 1702 Nc Highway 86 N        | Po Box 891             | Yanceyville  | NC    | 27379-8652         |
| Fresenius Medical Care of Montana, LLC           |                  | 3100 Great Northern Ave     |                        | Missoula     | MT    | 59808-1539         |
| Fresenius Medical Care of Montana, LLC           | (208) 846-9815   | 931 Highland Blvd           | Ste 3105               | Bozeman      | MT    | 59715-6912         |
| Fresenius Medical Care of Montana, LLC           | (406) 883-3570   | 305 Ridgewater Dr           |                        | 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     |                        | 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           |                        | 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.                         | (662) 328-4440   | 139 N Brookmoore Dr      |                        | Columbus     | MS    | 39705-2024         |
| RCG Mississippi, Inc.                         | (662) 378-2454   | 2001 Medical Park Dr     |                        | Greenville   | MS    | 38703-7220         |
| 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         |

| 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                  |                        | Holly Springs  | 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     | MO    | 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    | MO    | 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           | MO    | 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   | MO    | 63376-1516         |
| Saint Louis Renal Care, LLC                    | (314) 843-7390   | 13134 Tesson Ferry Rd       |                        | Saint Louis    | MO    | 63128-3806         |
| Saint Louis Renal Care, LLC                    | (314) 762-0089   | 3691 Rutger St              | Ste 222                | Saint Louis    | MO    | 63110-2515         |
| Saint Louis Renal Care, LLC                    | (314) 785-1099   | 1400 Strassner Dr           |                        | Brentwood      | MO    | 63144-1871         |
| Saint Louis Renal Care, LLC                    | (314) 862-2138   | 5901 Delmar Blvd            |                        | Saint Louis    | MO    | 63112-2028         |
| St. Louis Regional Dialysis Center, Inc.       | (314) 739-4691   | 10951 Saint Charles Rock Rd |                        | Saint Ann      | MO    | 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            |                        | 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        | MN    | 55734-1606         |
| Bio-Medical Applications of Minnesota, Inc.    | (218) 326-5794   | 155 Se 13th St              |                        | Grand Rapids   | MN    | 55744-4242         |
| Bio-Medical Applications of Minnesota, Inc.    | (763) 544-0298   | 6155 Duluth St              |                        | Golden Valley  | MN    | 55422-3928         |
| Bio-Medical Applications of Minnesota, Inc.    | (320) 234-4940   | 1069 Highway 15 S           |                        | Hutchinson     | MN    | 55350-3153         |
| Bio-Medical Applications of Minnesota, Inc.    | (651) 489-3312   | 2045 Rice St                |                        | Roseville      | MN    | 55113-6807         |
| Bio-Medical Applications of Minnesota, Inc.    | (763) 783-0103   | 9144 Springbrook Dr Nw      |                        | 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               |                        | 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      |                        | 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           |                        | 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.    | (763) 533-3759   | 4094 Lakeland Ave N         |                        | Robbinsdale    | MN    | 55422-2236         |
| Bio-Medical Applications of Minnesota, Inc.    | (763) 494-0316   | 7365 Kirkwood Ct N          | Ste 135                | Maple Grove    | MN    | 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              |                        | Grand Blanc       | 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              |                        | Grand Blanc       | MI    | 48439-7099         |
| Bio-Medical Applications of Michigan, Inc.  | (810) 606-0640   | 3210 Tri Park Dr              |                        | Grand Blanc       | 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 Townshi   | 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          |                        | 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         |

| 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 Townshi  | 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         |                        | Grand Blanc      | 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.    |                  | 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.    | (207) 854-9822   | 1 Chabot St             |                             | Westbrook         | ME    | 04092-4759         |
| Bio-Medical Applications of Maine, Inc.    | (207) 795-1315   | 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         |                             | 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  | Baltimore         | MD    | 21287-0005         |
| Baltimore County Lutherville Dialysis, LLC | (410) 252-2140   | 1940 Greenspring Dr     | Ste A                       | Lutherville Timon | 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        | Fl 5                        | Baltimore         | MD    | 21224-2735         |
| Bio-Medical Applications of Maryland, Inc. |                  | 600 N Wolfe St          | Orleans Street Acute - Suit | 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  |                             | Leonardtwn        | MD    | 20650-2015         |
| Bio-Medical Applications of Maryland, Inc. | (410) 391-5836   | 5233 King Ave           | Ste 116                     | Rosedale          | MD    | 21237-4003         |
| Bio-Medical Applications of Maryland, Inc. | (301) 333-5186   | 835 Brightseat Rd       |                             | Hyattsville       | MD    | 20785-4798         |



| 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      |                        | Leonardtwn      | 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 LI100              | 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        |                        | 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     |                        | 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.          |                  | 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.          |                  | 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.          |                  | 36 Cordage Park Cir     | Ste 301                | Plymouth        | MA    | 02360-7332         |
| Bio-Medical Applications of Massachusetts, Inc.          |                  | 36 Cordage Park Cir     |                        | 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    | 02719-1958         |

| 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.                           |                  | 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          |                        | 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      |                        | 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         |

| 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                    |                        | Bossier City  | 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                |                        | 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    | 71457-6043         |
| 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         |

| 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               |                        | 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           |                        | 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   | LA    | 71457-6282         |
| Bio-Medical Applications of Louisiana, LLC    | (985) 345-0544   | 1204 S Morrison Blvd         | Ste A                  | Hammond        | LA    | 70403-5702         |
| Bio-Medical Applications of Louisiana, LLC    | (337) 550-6585   | 1101 Nile St                 |                        | Eunice         | LA    | 70535-3615         |
| Bio-Medical Applications of Louisiana, LLC    | (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             |                        | 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    | 70002-4715         |
| 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) 340-8577   | 5301 Westbank Expy     |                            | Marrero        | LA    | 70072-2936         |
| RCG Mississippi, Inc.                      | (318) 336-4196   | 2004 Carter St         | Ste A                      | Vidalia        | LA    | 71373-3003         |
| Renex Dialysis Facilities, Inc.            | (318) 633-9662   | Po Box 189             |                            | Delta          | LA    | 71233-0189         |
| Bio-Medical Applications of Kentucky, Inc. | (270) 586-3236   | 1112 S Main St         | Red Oak Medical Plaza, Ste | Franklin       | 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. |                  | 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    |                        | Bowling Green   | 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         | Fl 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          |                        | 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         |
| Bio-Medical Applications of Kansas, Inc.        | (785) 452-4930   | 400 S Santa Fe Ave       |                        | Salina          | KS    | 67401-4144         |
| Bio-Medical Applications of Kansas, Inc.        | (620) 225-7100   | 204 W Ross Blvd          |                        | Dodge City      | KS    | 67801-2133         |

| Legal Business Name                                                 | Telephone Number | Mailing Address Line 1          | Mailing Address Line 2 | City/Town      | State | Zip Code + 4 digit |
|---------------------------------------------------------------------|------------------|---------------------------------|------------------------|----------------|-------|--------------------|
| Bio-Medical Applications of Kansas, Inc.                            | (785) 266-3087   | 3408 Se 29th St                 |                        | Topeka         | KS    | 66605-1812         |
| Bio-Medical Applications of Kansas, Inc.                            | (620) 223-1666   | 2526 S Main St                  |                        | Fort Scott     | KS    | 66701-8724         |
| Bio-Medical Applications of Kansas, Inc.                            | (913) 491-6341   | 6751 W 119th St                 |                        | Overland Park  | KS    | 66209-2013         |
| Bio-Medical Applications of Kansas, Inc.                            | (785) 823-6416   | 700 E Iron Ave                  |                        | Salina         | KS    | 67401-3038         |
| Bio-Medical Applications of Kansas, Inc.                            | (785) 243-6132   | 1100 Highland Dr                |                        | Concordia      | KS    | 66901-3923         |
| Bio-Medical Applications of Kansas, Inc.                            | (785) 238-3213   | 702 Caroline Ave                |                        | Junction City  | KS    | 66441-5223         |
| Dialysis Specialists of Topeka, Inc.                                | (785) 228-8978   | 3931 Sw Gage Center Dr          |                        | Topeka         | KS    | 66604-1829         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 788-1434   | 712 N Klein Cir                 |                        | Derby          | KS    | 67037-7015         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 264-3115   | 1007 N Emporia St               |                        | Wichita        | KS    | 67214-2908         |
| FMS Midwest Dialysis Centers, LLC                                   | (620) 225-7100   | 204 W Ross Blvd                 |                        | Dodge City     | KS    | 67801-2133         |
| FMS Midwest Dialysis Centers, LLC                                   | (785) 625-0033   | 2905 Canterbury Dr              |                        | Hays           | KS    | 67601-2152         |
| FMS Midwest Dialysis Centers, LLC                                   | (620) 431-1239   | 703 S Plummer Ave               |                        | Chanute        | KS    | 66720-2552         |
| FMS Midwest Dialysis Centers, LLC                                   | (620) 624-3950   | 2319 N Kansas Ave               |                        | Liberal        | KS    | 67901-2368         |
| FMS Midwest Dialysis Centers, LLC                                   | (620) 792-2944   | 3904 6th St                     |                        | Great Bend     | KS    | 67530-9775         |
| FMS Midwest Dialysis Centers, LLC                                   | (620) 340-0034   | 1602 W 15th Ave                 | Ste E                  | Emporia        | KS    | 66801-5672         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 284-0045   | 625 Medical Center Dr           |                        | Newton         | KS    | 67114-8780         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 729-5321   | 750 Socora St                   | Ste 500                | Wichita        | KS    | 67212-3795         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 634-6760   | 9341 E 21st St N                |                        | Wichita        | KS    | 67206-2927         |
| FMS Midwest Dialysis Centers, LLC                                   | (316) 264-3115   | 1007 N Emporia St               |                        | Wichita        | KS    | 67214-2908         |
| Fort Scott Regional Dialysis Center, Inc.                           | (620) 231-0045   | 2824 N Broadway St              |                        | Pittsburg      | KS    | 66762-2627         |
| Fresenius Medical Care Garden City, LLC                             | (620) 272-0627   | 2053 E Mary St                  |                        | Garden City    | KS    | 67846-3617         |
| Fresenius Medical Care Lenexa, LLC                                  | (913) 492-4571   | 13201 W 98th St                 |                        | Lenexa         | KS    | 66215-1360         |
| NRA-UKMC, Kansas, LLC                                               | (913) 299-1044   | 6401 Parallel Pkwy              |                        | Kansas City    | KS    | 66102-1042         |
| RAI Care Centers of Kansas City I, LLC                              | (913) 403-0441   | 4720 Rainbow Blvd               | Ste 200                | Westwood       | KS    | 66205-1869         |
| 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) 266-6674   | 929 N St Francis 5th Flr, North |                        | Wichita        | KS    | 67214              |
| 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   | 5526 E Highway 62               |                        | Jeffersonville | IN    | 47130-8735         |
| Bio-Medical Applications of Indiana, Inc.                           |                  | 5215 Holy Cross Pkwy            |                        | Mishawaka      | IN    | 46545-1469         |
| Bio-Medical Applications of Indiana, Inc.                           | (812) 234-0020   | 315 E Springhill Dr             |                        | Terre Haute    | IN    | 47802-4442         |
| Bio-Medical Applications of Indiana, Inc.                           | (260) 435-7331   | 7950 W Jefferson Blvd           | 4th Floor Dialysis     | Fort Wayne     | IN    | 46804-4140         |
| 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    | 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                   |                        | Terre 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    | 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    | 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                   |                        | Greencastle    | IN    | 46135-2296         |
| 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         |
| FMS Nephrology Partners North Central Indiana Dialysis Centers, LLC | (574) 936-2754   | 2855 Miller Dr                  | Ste 209                | Plymouth       | IN    | 46563-8096         |

| 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 Nimitz 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 | Carmel         | 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          |                         | 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                                                | (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                                                | (765) 359-1613   | 1710 Lafayette Rd          |                         | Crawfordsville | IN    | 47933-1033         |
| Liberty Dialysis-Lebanon LLC                                                  |                  | 2605 N Lebanon St          |                         | Lebanon        | IN    | 46052-1476         |
| Liberty Dialysis-Lebanon LLC                                                  | (765) 485-0533   | 2485 N Lebanon St          |                         | Lebanon        | IN    | 46052-1186         |
| 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         |
| RCG Bloomington, LLC                         | (812) 333-5600   | 575 S Patterson Dr                               |                           | Bloomington  | IN    | 47403-2126         |
| RCG Bloomington, LLC                         | (812) 829-3385   | 11 N Crane Ave                                   |                           | Spencer      | IN    | 47460-1507         |
| RCG Columbus, LLC                            | (812) 375-0254   | 2325 18th St                                     | Ste 120                   | Columbus     | IN    | 47201-5387         |
| RCG Columbus, LLC                            | (812) 524-9885   | 200 E 3rd St                                     |                           | Seymour      | IN    | 47274-1682         |
| RCG Indiana, L.L.C.                          |                  | 7343 Clearvista Dr                               | Dialysis                  | Indianapolis | IN    | 46256-4602         |
| RCG Indiana, L.L.C.                          |                  | 8050 Township Line Rd                            |                           | Indianapolis | IN    | 46260-2478         |
| RCG Indiana, L.L.C.                          | (317) 338-3113   | 2001 W 86th St                                   |                           | Indianapolis | IN    | 46260-1902         |
| RCG Indiana, L.L.C.                          | (317) 770-2925   | 165 Sheridan Rd                                  |                           | Noblesville  | IN    | 46060-4337         |
| RCG Indiana, L.L.C.                          | (812) 376-5208   | 2400 17th St                                     |                           | Columbus     | IN    | 47201-5351         |
| RCG Indiana, L.L.C.                          | (765) 453-0052   | 1200 Reid Parkway Drive                          |                           | Richmond     | IN    | 47374              |
| RCG Indiana, L.L.C.                          | (765) 453-0052   | 2350 S Dixon Rd                                  |                           | Kokomo       | IN    | 46902-6419         |
| RCG Indiana, L.L.C.                          | (765) 962-5611   | 940 Chester Blvd                                 |                           | Richmond     | IN    | 47374-2317         |
| RCG Indiana, L.L.C.                          | (260) 432-4225   | 7836 W Jefferson Blvd                            | Ste LI10                  | Fort Wayne   | IN    | 46804-4165         |
| RCG Indiana, L.L.C.                          | (260) 749-1004   | 1308 Minnich Rd                                  |                           | New Haven    | IN    | 46774-2052         |
| RCG Indiana, L.L.C.                          | (765) 453-0052   | 2350 S Dixon Rd                                  | Ste 450                   | Kokomo       | IN    | 46902-6421         |
| RCG Indiana, L.L.C.                          | (574) 739-0326   | 1333 Smith St                                    |                           | Logansport   | IN    | 46947-1556         |
| RCG Indiana, L.L.C.                          | (765) 827-1225   | 6049 Industrial Ave N                            |                           | Connersville | IN    | 47331-7713         |
| Renal Care Group Terre Haute, LLC            | (812) 234-0020   | 315 E Springhill Dr                              |                           | Terre Haute  | IN    | 47802-4442         |
| Apheresis Care Group, Inc.                   | (630) 478-7600   | 501 W Lake St                                    |                           | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   |                  | 501 W Lake St                                    | Ste 207                   | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (708) 343-1646   | 501 W Lake St                                    | Ste 207                   | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (217) 876-2181   | 2300 N Edward St                                 | Decatur Memorial Hospital | Decatur      | IL    | 62526-4163         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 549-0721   | 405 W Jackson St                                 |                           | Carbondale   | IL    | 62901-1462         |
| Bio-Medical Applications of Illinois, Inc.   | (630) 478-7600   | 501 W Lake St                                    |                           | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (630) 478-7600   | 501 W Lake St                                    | Ste 207                   | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (630) 478-7600   | 501 W Lake St                                    |                           | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (630) 478-7600   | 501 W Lake St                                    | Ste 207                   | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (630) 478-7600   | 501 W Lake St                                    |                           | Elmhurst     | IL    | 60126-1419         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 542-2271   | 825 Sunset Ave                                   |                           | Du Quoin     | IL    | 62832-1913         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 993-1625   | 900 Skyline Dr                                   | Ste 200                   | Marion       | IL    | 62959-4974         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 351-8031   | 1425 E Main St                                   |                           | Carbondale   | IL    | 62901-3141         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 826-4411   | 102 Memorial Dr                                  |                           | Chester      | IL    | 62233-1470         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 463-5584   | 7 Professional Dr                                |                           | Alton        | IL    | 62002-5067         |
| Bio-Medical Applications of Illinois, Inc.   | (618) 252-1109   | 275 Small St                                     |                           | Harrisburg   | IL    | 62946-3352         |
| Dialysis Centers of America - Illinois, Inc. | (309) 655-2765   | Osf Medical Center, 530 Ne Glen Oak A Suite 4500 |                           | Peoria       | IL    | 61637-0001         |
| Dialysis Centers of America - Illinois, Inc. | (815) 844-4340   | 804 W Madison St                                 |                           | Pontiac      | IL    | 61764-1624         |
| Dialysis Centers of America - Illinois, Inc. | (630) 833-1446   | 133 E Brush Hill Rd                              | Ste 410                   | Elmhurst     | IL    | 60126-5662         |
| Dialysis Centers of America - Illinois, Inc. | (309) 243-2200   | 10405 N Juliet Ct                                |                           | Peoria       | IL    | 61615-1152         |
| Dialysis Centers of America - Illinois, Inc. | (847) 581-1620   | 9801 Woods Dr                                    |                           | Skokie       | IL    | 60077-1074         |
| Dialysis Centers of America - Illinois, Inc. | (847) 869-9436   | 2953 Central St                                  |                           | Evanston     | IL    | 60201-1245         |
| Dialysis Centers of America - Illinois, Inc. | (815) 434-0714   | 1601 Mercury Ct                                  | 3a                        | Ottawa       | IL    | 61350-9323         |
| Dialysis Centers of America - Illinois, Inc. | (773) 262-7147   | 2277 W Howard St                                 |                           | Chicago      | IL    | 60645-1922         |
| Dialysis Centers of America - Illinois, Inc. | (708) 484-7300   | 2601 Harlem Ave                                  |                           | Berwyn       | IL    | 60402-2100         |
| Dialysis Centers of America - Illinois, Inc. | (708) 293-1665   | 4815 Midlothian Tpke                             |                           | Crestwood    | IL    | 60445-2129         |
| Dialysis Centers of America - Illinois, Inc. | (708) 403-2790   | 9160 W 159th St                                  |                           | Orland Park  | IL    | 60462-5648         |
| Dialysis 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    | 61611-1562         |

| 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 LI102                 | 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 204 | 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         |
| Fresenius Medical Care Lake County, LLC      | (815) 363-7254   | 4312 W Elm St             |                           | Mchenry         | IL    | 60050-4003         |
| Fresenius Medical Care Lake County, LLC      | (847) 249-5555   | 50 Tower Ct               | Ste B                     | Gurnee          | IL    | 60031-3376         |

| 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 Level | 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       |                           | 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    |                           | 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         |

| 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     |                        | 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           |                        | Muscatine         | IA    | 52761-2604         |
| Fresenius Medical Care Quad Cities, LLC                  | (563) 652-9674   | 700 W Grove St          |                        | Maquoketa         | IA    | 52060-2163         |

| 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 Kinooole 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 Kalaniana'ole 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              |                        | 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 Kinooole St              |                        | 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                  |                        | 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            |                        | 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                |                        | 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             | Fl 1                   | Cartersville | GA    | 30120-8522         |
| Bio-Medical Applications of Georgia, Inc.    | (706) 857-4263   | 12541 Highway 27              |                        | 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) 233-9718   | 172 Three Rivers Dr Ne        |                        | Rome         | GA    | 30161-4999         |
| Bio-Medical Applications of Georgia, Inc.    | (770) 732-1433   | 1380 Veterans Memorial Hwy Sw | Bldg 200               | Mableton     | GA    | 30126-3112         |
| Bio-Medical Applications of Georgia, Inc.    | (678) 903-4470   | 3138 Golf Ridge Blvd          |                        | Douglasville | GA    | 30135-1978         |
| Bio-Medical Applications of Georgia, Inc.    | (770) 334-2200   | 60 Slopes Dr                  |                        | Cartersville | GA    | 30120-7965         |
| Bio-Medical Applications of Georgia, Inc.    | (404) 505-8505   | 1149 Cascade Pkwy Sw          |                        | Atlanta      | GA    | 30311-3090         |
| Bio-Medical Applications of Georgia, Inc.    | (678) 344-1586   | 4455 Stone Mountain Hwy       |                        | Lilburn      | GA    | 30047-4525         |
| Bio-Medical Applications of Georgia, Inc.    | (770) 277-7313   | 3441 Fence Rd                 |                        | 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              |                        | 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 #126 | Augusta       | GA    | 30909-6669         |
| Bio-Medical Applications of Georgia, Inc. | (478) 953-6556   | 118 Osgian 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             |                           | 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. | (678) 455-5798   | 1070 Buford Rd              |                           | Cumming       | GA    | 30041-2720         |
| 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              |                           | 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 Prospector 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 Osgian 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           |                        | 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) 479-0259   | 411 Hospital Rd                |                        | 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              |                        | Augusta        | GA    | 30909-9482         |
| RAI Care Centers of Stockbridge, LLC                     | (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        |                        | Gainesville    | GA    | 30501-1723         |
| 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.             | (229) 243-0046   | 703 E Shotwell St              |                        | Bainbridge     | GA    | 39819-4063         |
| Smyrna Dialysis Center, LLC                              | (678) 303-5064   | 2700 Highlands Pkwy Se         |                        | Smyrna         | GA    | 30082-7257         |
| Stone Mountain Dialysis Center, LLC                      | (678) 836-0251   | 5723 Memorial Dr               |                        | Stone Mountain | GA    | 30083-3425         |
| 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               |                        | 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             |                         | 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             |                         | 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 C | Winter Park     | FL    | 32792-6802         |



| 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 Beach | 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 Springs  | 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 Springs  | 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 | Tampa              | 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                |                         | 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         |

| 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               |                        | 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 Co   | 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 Beac   | 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 40 | 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 Cor  | 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         |
| Fresenius 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                  |                             | Dover            | DE    | 19901-2436         |
| Fresenius Medical Care Southern Delaware, LLC              | (302) 674-1919   | 97 Commerce Way                   | Ste 104                     | Dover            | DE    | 19904-7794         |
| Fresenius 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      | Smyrna           | 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   | Newark           | DE    | 19702-1549         |
| National Medical Care, Inc.                                | (302) 656-8450   | 303 A St                          |                             | 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                  |                             | 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. |                  | 5255 Loughboro Rd Nw              |                             | Washington       | DC    | 20016-2633         |
| Bio-Medical Applications of the District of Columbia, Inc. | (202) 683-2853   | 700 Constitution Ave Ne           |                             | Washington       | DC    | 20002-6599         |
| Bio-Medical Applications of the District of Columbia, Inc. | (301) 731-5596   | 1150 Varnum St Ne                 |                             | Washington       | DC    | 20017-2104         |
| Bio-Medical Applications of the District of Columbia, Inc. | (202) 483-0176   | 11 Dupont Cir Nw                  |                             | Washington       | DC    | 20036-1248         |
| RAI Care Centers of DC I, LLC                              | (202) 541-9150   | 6413 Chillum Pl Nw                |                             | Washington       | DC    | 20012-2133         |
| RAI Care Centers of DC I, LLC                              | (202) 882-1865   | 6411 Chillum Pl Nw                |                             | Washington       | DC    | 20012-2133         |
| RAI Care Centers of Southeast DC, LLC                      | (202) 889-0529   | 1918 14th St Se                   |                             | Washington       | DC    | 20020-4867         |
| Bio-Medical Applications of Connecticut, Inc.              | (860) 584-2155   | 135 Middle St                     |                             | Bristol          | CT    | 06010-8400         |
| Bio-Medical Applications of Connecticut, Inc.              | (203) 639-2880   | 377 Research Pkwy                 |                             | Meriden          | CT    | 06450-7155         |
| 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         | CO    | 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       | CO    | 81212-2533         |
| QualiCenters Pueblo LLC                               | (719) 545-1575   | 41 Montebello Rd       | Ste 102                | Pueblo           | CO    | 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       | CO    | 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        |                        | Aurora           | CO    | 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          |                        | Aurora           | CO    | 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 |                        | 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    | 90710-2931         |
| 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.          | (661) 873-7918   | 3201 Mall View Rd      |                        | Bakersfield      | CA    | 93306-3061         |
| Bio-Medical Applications of California, Inc.          | (562) 920-2070   | 10116 Rosecrans Ave    |                        | Bellflower       | CA    | 90706-2564         |
| Bio-Medical Applications of California, Inc.          | (310) 539-1221   | 1221 Pacific Coast Hwy |                        | 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 Cucamonga | 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     |                        | 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     |                        | 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             |                        | El Cajon         | CA    | 92021-6448         |
| Fresenius Medical Care Balboa II, LLC        | (619) 588-7500   | 570 N 2nd St             |                        | El Cajon         | CA    | 92021-6448         |



| Legal Business Name                                   | Telephone Number | Mailing Address Line 1  | Mailing Address Line 2 | City/Town        | State | Zip Code + 4 digit |
|-------------------------------------------------------|------------------|-------------------------|------------------------|------------------|-------|--------------------|
| Fresenius Medical Care Balboa II, LLC                 | (619) 462-9992   | 5995 Severin Dr         |                        | La Mesa          | CA    | 91942-3806         |
| Fresenius Medical Care Balboa, LLC                    | (760) 370-5790   | 2205 Ross Ave           | Suite 3 And 4          | El Centro        | CA    | 92243-3623         |
| Fresenius Medical Care Balboa, LLC                    | (619) 420-1798   | 340 4th Ave             | Ste 18                 | Chula Vista      | CA    | 91910-3813         |
| Fresenius Medical Care Balboa, LLC                    | (858) 571-0232   | 7927 Ostrow St          | Ste A                  | San Diego        | CA    | 92111-3636         |
| Fresenius Medical Care Balboa, LLC                    | (858) 571-0428   | 7907 Ostrow St          | Ste B                  | San Diego        | CA    | 92111-3635         |
| Fresenius Medical Care Balboa, LLC                    | (619) 420-6725   | 630 Bay Blvd            | Ste 101                | Chula Vista      | CA    | 91910-5262         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 798-8844   | 508 Contra Costa Blvd   | Ste D                  | Pleasant Hill    | CA    | 94523-1239         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 947-4545   | 365 Lennon Ln           | Ste 160                | Walnut Creek     | CA    | 94598-5908         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 439-8772   | 2155 Loveridge Rd       |                        | Pittsburg        | CA    | 94565-5019         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 756-2490   | 2386 Buchanan Rd        |                        | Antioch          | CA    | 94509-4411         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 513-7135   | 4510 Ohara Ave          | Ste B                  | Brentwood        | CA    | 94513-2256         |
| Fresenius Medical Care Diablo Nephrology Clinics, LLC | (925) 779-1254   | 2163 Country Hills Dr   | Ste 101                | Antioch          | CA    | 94509-7435         |
| Fresenius Medical Care East Lakes, LLC                | (619) 397-0939   | 2391 Boswell Rd         |                        | Chula Vista      | CA    | 91914-3509         |
| Fresenius Medical Care Fresno, LLC                    | (559) 452-1480   | 1899 N Helm Ave         |                        | Fresno           | CA    | 93727-1612         |
| Fresenius Medical Care Glendale, LLC                  | (818) 240-1063   | 623 S Central Ave       |                        | Glendale         | CA    | 91204-2008         |
| Fresenius Medical Care Irvine, LLC                    | (949) 727-4495   | 16255 Laguna Canyon Rd  |                        | Irvine           | CA    | 92618-3603         |
| Fresenius Medical Care Long Beach, LLC                | (310) 323-8997   | 20710 Leapwood Ave      | Ste E                  | Carson           | CA    | 90746-3617         |
| Fresenius Medical Care Long Beach, LLC                | (562) 432-4444   | 440 W Ocean Blvd        |                        | Long Beach       | CA    | 90802-4518         |
| Fresenius Medical Care Northcoast, LLC                | (760) 631-7903   | 950 Hacienda Dr         |                        | Vista            | CA    | 92081-6499         |
| Fresenius Medical Care Northcoast, LLC                | (760) 631-7900   | 950 Hacienda Dr         |                        | Vista            | CA    | 92081-6499         |
| Fresenius Medical Care Northcoast, LLC                | (760) 721-4344   | 3300 Vista Way          | Ste A                  | Oceanside        | CA    | 92056-3633         |
| Fresenius Medical Care Norwalk, LLC                   | (562) 404-7400   | 13063 Rosecrans Ave     | Bldg 1                 | Santa Fe Springs | CA    | 90670-4930         |
| Fresenius Medical Care Orange County, LLC             | (714) 241-0196   | 17197 Newhope St        | Ste A                  | Fountain Valley  | CA    | 92708-4228         |
| Fresenius Medical Care Orange County, LLC             | (714) 895-3698   | 290 Hospital Cir        |                        | Westminster      | CA    | 92683-3950         |
| Fresenius Medical Care Orange County, LLC             | (714) 730-1428   | 535 E 1st St            |                        | Tustin           | CA    | 92780-3312         |
| Fresenius Medical Care Orange County, LLC             | (714) 539-3122   | 12761 Harbor Blvd       |                        | Garden Grove     | CA    | 92840-5845         |
| 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   | 17197 Newhope St        | Ste E                  | Fountain Valley  | CA    | 92708-4228         |
| Fresenius Medical Care Orange County, LLC             | (714) 773-1407   | 1401 S Brookhurst Rd    | Ste 108-109            | Fullerton        | CA    | 92833-4471         |
| Fresenius Medical Care Pegasus, 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    | 93654-2232         |
| 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    | 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    | 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    | 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  |                        | 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 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         |
| 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       |                        | 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    | 85251-4064         |

| 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       | AZ    | 85035-4160         |
| Bio-Medical Applications of Arizona, Inc. | (623) 934-9091   | 4407 W Peoria Ave      |                        | Glendale      | AZ    | 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       | AZ    | 85297-0443         |
| Bio-Medical Applications of Arizona, Inc. | (480) 833-7440   | 1211 N Country Club Dr | Ste 4                  | Mesa          | AZ    | 85201-2545         |
| Bio-Medical Applications of Arizona, Inc. | (602) 439-8200   | 16844 N 59th Ave       |                        | Glendale      | AZ    | 85306-1118         |
| Bio-Medical Applications of Arizona, Inc. | (623) 974-5851   | 13090 N 94th Dr        | Ste 100                | Peoria        | AZ    | 85381-4257         |
| Bio-Medical Applications of Arizona, Inc. | (623) 435-1155   | 5957 W Northern Ave    | Ste 108                | Glendale      | AZ    | 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 100                | Sun City West | AZ    | 85375-5815         |
| Bio-Medical Applications of Arizona, Inc. | (928) 289-1003   | 721 Mikes Pike St      |                        | Winslow       | AZ    | 86047-2401         |
| Bio-Medical Applications of Arizona, Inc. | (928) 763-5550   | 2650 Miracle Mile      |                        | Bullhead City | AZ    | 86442-7548         |
| 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          |                        | 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       | AZ    | 85013-3635         |
| Bio-Medical Applications of Arizona, Inc. | (602) 268-8158   | 26 E Baseline Rd       | Ste 142                | Phoenix       | AZ    | 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      | AZ    | 85132-9376         |
| Bio-Medical Applications of Arizona, Inc. | (928) 681-2342   | 1721 Airway Ave        |                        | Kingman       | AZ    | 86409-3620         |
| Bio-Medical Applications of Arizona, Inc. | (623) 583-8865   | 12213 W Bell Rd        | Ste 110                | Surprise      | AZ    | 85378-9519         |
| Bio-Medical Applications of Arizona, Inc. | (602) 352-0724   | 5546 W Roosevelt St    | Ste 1                  | Phoenix       | AZ    | 85043-2608         |
| Bio-Medical Applications of Arizona, Inc. | (623) 536-1096   | 13657 W Mcdowell Rd    | Ste 106                | Goodyear      | AZ    | 85395-2602         |
| Bio-Medical Applications of Arizona, Inc. | (623) 643-9334   | 10750 W Mcdowell Rd    | Ste E500               | Avondale      | AZ    | 85392-5970         |
| Bio-Medical Applications of Arizona, Inc. | (623) 925-8955   | 500 N Bullard Ave      | Ste C34                | Goodyear      | AZ    | 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      | AZ    | 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      | AZ    | 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         |



| 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           | AZ    | 85381-4257         |
| Bio-Medical Applications of Arizona, LLC | (623) 435-1155   | 5957 W Northern Ave      | Ste 108                | Glendale         | AZ    | 85301-7825         |
| Bio-Medical Applications of Arizona, LLC | (602) 870-9077   | 1957 W Dunlap Ave        | Ste 7c                 | Phoenix          | AZ    | 85021-2985         |
| Bio-Medical Applications of Arizona, LLC | (602) 943-1763   | 1957 W Dunlap Ave        | Ste 6c                 | Phoenix          | AZ    | 85021-2985         |
| Bio-Medical Applications of Arizona, LLC | (602) 971-4555   | 15846 N Cave Creek Rd    | Ste 2                  | Phoenix          | AZ    | 85032-3544         |
| Bio-Medical Applications of Arizona, LLC | (480) 998-1842   | 16101 N 82nd St          | # A10                  | Scottsdale       | AZ    | 85260-1864         |
| Bio-Medical Applications of Arizona, LLC | (623) 869-6089   | 21241 N 23rd Ave         | Ste 11                 | Phoenix          | AZ    | 85027-2538         |
| Bio-Medical Applications of Arizona, LLC | (623) 546-2718   | 14510 W Shumway Dr       | Ste 100                | Sun City West    | AZ    | 85375-5815         |
| Bio-Medical Applications of Arizona, LLC | (928) 289-1003   | 721 Mikes Pike St        |                        | Winslow          | AZ    | 86047-2401         |
| Bio-Medical Applications of Arizona, LLC | (928) 763-5550   | 2650 Miracle Mile        |                        | Bullhead City    | AZ    | 86442-7548         |
| Bio-Medical Applications of Arizona, LLC | (928) 669-9838   | Rr 1                     | 12205 Kennedy Dr       | Parker           | AZ    | 85344-9701         |
| Bio-Medical Applications of Arizona, LLC | (928) 527-4990   | 5200 E Cortland Blvd     | Ste A1                 | Flagstaff        | AZ    | 86004-9336         |
| Bio-Medical Applications of Arizona, LLC | (928) 443-9626   | 3605 Ranch Dr            |                        | Prescott         | AZ    | 86303-6729         |
| Bio-Medical Applications of Arizona, LLC | (520) 297-1490   | 6261 N La Cholla Blvd    | Ste 181                | Tucson           | AZ    | 85741-3563         |
| Bio-Medical Applications of Arizona, LLC | (520) 792-2999   | 2802 S 6th Ave           |                        | Tucson           | AZ    | 85713-4703         |
| Bio-Medical Applications of Arizona, LLC | (480) 497-1127   | 1525 N Gilbert Rd        | Ste 121                | Gilbert          | AZ    | 85234-2305         |
| Bio-Medical Applications of Arizona, LLC | (602) 957-2142   | 4021 N 30th St           |                        | Phoenix          | AZ    | 85016-6891         |
| Bio-Medical Applications of Arizona, LLC | (602) 274-2293   | 3421 N 7th Ave           |                        | Phoenix          | AZ    | 85013-3635         |
| Bio-Medical Applications of Arizona, LLC | (602) 268-8158   | 26 E Baseline Rd         | Ste 142                | Phoenix          | AZ    | 85042-6547         |
| Bio-Medical Applications of Arizona, LLC | (602) 253-1954   | 1021 S 7th Ave           | Ste 108                | Phoenix          | AZ    | 85007-3755         |
| Bio-Medical Applications of Arizona, LLC | (520) 868-1144   | 300 W Highway 287        | # 300                  | Florence         | AZ    | 85132-9376         |
| Bio-Medical Applications of Arizona, LLC | (928) 681-2342   | 1721 Airway Ave          |                        | Kingman          | AZ    | 86409-3620         |
| Bio-Medical Applications of Arizona, LLC | (623) 583-8865   | 12213 W Bell Rd          | Ste 110                | Surprise         | AZ    | 85378-9519         |
| Bio-Medical Applications of Arizona, LLC | (602) 352-0724   | 5546 W Roosevelt St      | Ste 1                  | Phoenix          | AZ    | 85043-2608         |
| Bio-Medical Applications of Arizona, LLC | (623) 536-1096   | 13657 W Mcdowell Rd      | Ste 106                | Goodyear         | AZ    | 85395-2602         |
| Bio-Medical Applications of Arizona, LLC | (623) 643-9334   | 10750 W Mcdowell Rd      | Ste E500               | Avondale         | AZ    | 85392-5970         |
| Bio-Medical Applications of Arizona, LLC | (623) 925-8955   | 500 N Bullard Ave        | Ste C34                | Goodyear         | AZ    | 85338-2520         |
| Bio-Medical Applications of Arizona, LLC | (520) 624-0266   | 100 W Grant Rd           |                        | Tucson           | AZ    | 85705-5531         |
| Bio-Medical Applications of Arizona, LLC | (520) 889-4555   | 1430 W Valencia Rd       | Ste 1                  | Tucson           | AZ    | 85746-6001         |
| Fresenius Medical Care Desert, LLC       | (602) 971-2968   | 3815 E Bell Rd           | Ste 1100               | Phoenix          | AZ    | 85032-2122         |
| Renal Care Group Arizona, Inc.           | (480) 985-4911   | 135 S Power Rd           | Ste 103                | Mesa             | AZ    | 85206-5245         |
| Renal Care Group Arizona, Inc.           | (480) 821-9801   | 912 W Chandler Blvd      | Ste A                  | Chandler         | AZ    | 85225-4910         |
| Renal Care Group Arizona, Inc.           | (480) 926-9222   | 1337 S Gilbert Rd        | Ste 106                | Mesa             | AZ    | 85204-6074         |
| Renal Care Group Arizona, Inc.           | (480) 967-6360   | 1449 W Southern Ave      |                        | Tempe            | AZ    | 85282-4446         |
| Renal Care Group Arizona, Inc.           | (480) 357-5572   | 11540 E University Dr    | Ste 109                | Apache Junction  | AZ    | 85120-4324         |
| Renal Care Group Arizona, Inc.           | (602) 439-9502   | 5750 W Thunderbird Rd    | Ste G750               | Glendale         | AZ    | 85306-4680         |
| Renal Care Group Arizona, Inc.           | (623) 815-1770   | 10050 W Bell Rd          | Ste 29-31              | Sun City         | AZ    | 85351-1287         |
| Renal Care Group Arizona, Inc.           | (480) 949-7844   | 1495 N Hayden Rd         |                        | Scottsdale       | AZ    | 85257-3705         |
| Renal Care Group Arizona, Inc.           | (928) 425-2624   | 2250 Highway 60          | Ste 0-2                | Miami            | AZ    | 85539-7715         |
| Renal Care Group Arizona, Inc.           | (928) 428-1400   | 1250 S 20th Ave          |                        | Safford          | AZ    | 85546-3378         |
| Renal Care Group Arizona, Inc.           | (928) 532-8430   | 1500 S White Mountain Rd | Ste 204                | Show Low         | AZ    | 85901-7116         |
| Renal Care Group Arizona, Inc.           | (928) 302-5145   | 2145 Mesquite Ave        |                        | Lake Havasu City | AZ    | 86403-6913         |
| Renal Care Group Arizona, Inc.           | (520) 836-2566   | 1875 E Sabin Dr          |                        | Casa Grande      | AZ    | 85122-5405         |
| Renal Care Group Arizona, Inc.           | (480) 883-1301   | 9666 E Riggs Rd          | Ste 143                | Sun Lakes        | AZ    | 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         | AZ    | 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         |

| 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            | AZ    | 85282-4446         |
| Renal Care Group Arizona, LLC                 | (480) 357-5572   | 11540 E University Dr    | Ste 109                | Apache Junction  | AZ    | 85120-4324         |
| Renal Care Group Arizona, LLC                 | (602) 439-9502   | 5750 W Thunderbird Rd    | Ste G750               | Glendale         | AZ    | 85306-4680         |
| Renal Care Group Arizona, LLC                 | (623) 815-1770   | 10050 W Bell Rd          | Ste 29-31              | Sun City         | AZ    | 85351-1287         |
| Renal Care Group Arizona, LLC                 | (480) 949-7844   | 1495 N Hayden Rd         |                        | Scottsdale       | AZ    | 85257-3705         |
| Renal Care Group Arizona, LLC                 | (928) 425-2624   | 2250 Highway 60          | Ste 0-2                | Miami            | AZ    | 85539-7715         |
| Renal Care Group Arizona, LLC                 | (928) 428-1400   | 1250 S 20th Ave          |                        | Safford          | AZ    | 85546-3378         |
| Renal Care Group Arizona, LLC                 | (928) 532-8430   | 1500 S White Mountain Rd | Ste 204                | Show Low         | AZ    | 85901-7116         |
| Renal Care Group Arizona, LLC                 | (928) 302-5145   | 2145 Mesquite Ave        |                        | Lake Havasu City | AZ    | 86403-6913         |
| Renal Care Group Arizona, LLC                 | (520) 836-2566   | 1875 E Sabin Dr          |                        | Casa Grande      | AZ    | 85122-5405         |
| Renal Care Group Arizona, LLC                 | (480) 883-1301   | 9666 E Riggs Rd          | Ste 143                | Sun Lakes        | AZ    | 85248-7509         |
| Renal Care Group Arizona, LLC                 | (520) 487-0150   | 14786 S Highway 77       |                        | Mammoth          | AZ    | 85618              |
| Renal Care Group Arizona, LLC                 | (623) 247-0695   | 4502 W Indian School Rd  | Ste A4                 | Phoenix          | AZ    | 85031-2800         |
| Renal Care Group Arizona, LLC                 | (602) 439-1123   | 5750 W Thunderbird Rd    | Ste G750               | Glendale         | AZ    | 85306-4680         |
| Renal Care Group Arizona, LLC                 | (928) 428-1400   | 1250 S 20th Ave          |                        | Safford          | AZ    | 85546-3378         |
| Renal Dimensions, LLC                         | (928) 475-5987   | Po Box 748               | 860 Us Hwy 70          | Peridot          | AZ    | 85542-0748         |
| Renal Dimensions, LLC                         | (520) 568-3120   | 16536 N Maricopa Rd      | Po Box 616             | Maricopa         | AZ    | 85139-2836         |
| Renal Dimensions, LLC                         | (480) 677-2463   | 22715 S Ellsworth Rd     | Ste D                  | Queen Creek      | AZ    | 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       |                        | Blytheville      | AR    | 72315-6867         |
| Bio-Medical Applications of Arkansas, Inc.    | (870) 735-5445   | 310 S Rhodes St          |                        | West Memphis     | AR    | 72301-4215         |
| Bio-Medical Applications of Arkansas, Inc.    | (870) 630-6484   | 210 Barrow Hill Rd       |                        | Forrest City     | AR    | 72335-9518         |
| Bio-Medical Applications of Arkansas, Inc.    | (501) 660-7867   | 5320 W 12th St           |                        | Little Rock      | AR    | 72204-1859         |
| Bio-Medical Applications of Mississippi, Inc. | (870) 265-3837   | 505 Saint Mary St        |                        | Lake Village     | AR    | 71653-1722         |
| Jefferson County Dialysis, Inc.               | (870) 536-8050   | 2910 Market St           |                        | Pine Bluff       | AR    | 71601-6881         |
| Jefferson County Dialysis, Inc.               | (870) 367-3100   | 774 Jordan Dr            |                        | Monticello       | AR    | 71655-5718         |
| Little Rock Dialysis, Inc.                    | (501) 225-3890   | 10310 W Markham St       |                        | Little Rock      | AR    | 72205-1581         |
| Little Rock Dialysis, Inc.                    | (501) 776-1418   | 2101 Congo Rd            |                        | Benton           | AR    | 72015-2750         |
| Little Rock Dialysis, Inc.                    | (501) 329-7715   | 201 Skyline Dr           | Ste 32                 | Conway           | AR    | 72032-3541         |
| RCG Mississippi, Inc.                         | (870) 338-7800   | 108 D Anna Pl            |                        | Helena           | AR    | 72342-8949         |
| RCG of Lake Village, LLC                      | (870) 265-3837   | 505 Saint Mary St        |                        | Lake Village     | AR    | 71653-1722         |
| Stuttgart Dialysis, LLC                       | (870) 673-8823   | 805 Madison St           |                        | Stuttgart        | AR    | 72160-5648         |
| Bio-Medical Applications of Alabama, Inc.     | (205) 981-4925   | 105 Inverness Cors       |                        | Birmingham       | AL    | 35242-3762         |
| Bio-Medical Applications of Alabama, Inc.     | (256) 880-5151   | 8000 Charlotte Dr Sw     |                        | Huntsville       | AL    | 35802-4533         |
| Bio-Medical Applications of Alabama, Inc.     | (256) 306-4735   | 2834 Spring Ave Sw       |                        | Decatur          | AL    | 35603-1218         |
| Bio-Medical Applications of Alabama, Inc.     | (334) 274-1315   | 100 Mitylene Park Ln     |                        | Montgomery       | AL    | 36117-3758         |
| Bio-Medical Applications of Alabama, Inc.     | (205) 930-2282   | 810 Saint Vincents Dr    |                        | Birmingham       | AL    | 35205-1601         |
| Bio-Medical Applications of Alabama, Inc.     | (205) 759-7241   | 809 Univ Bldg East       |                        | Tuscaloosa       | AL    | 35401              |
| Bio-Medical Applications of Alabama, Inc.     | (256) 329-0638   | 3316 Highway 280         |                        | Alexander City   | AL    | 35010-3369         |
| Bio-Medical Applications of Alabama, Inc.     | (205) 868-2191   | 3800 Ridgeway Dr         |                        | Birmingham       | AL    | 35209-5506         |
| Bio-Medical Applications of Alabama, Inc.     | (251) 435-5466   | 2620 Old Shell Rd        |                        | Mobile           | AL    | 36607-2921         |
| Bio-Medical Applications of Alabama, Inc.     | (205) 481-7402   | 995 9th Ave Sw           |                        | Bessemer         | AL    | 35022-4527         |
| Bio-Medical Applications of Alabama, Inc.     | (256) 235-5366   | 400 E 10th St            |                        | Anniston         | AL    | 36207-4716         |
| Bio-Medical Applications of Alabama, Inc.     | (256) 845-9979   | 2202 Jordan Rd Sw        | Ste 100                | Fort Payne       | AL    | 35968-3693         |
| Bio-Medical Applications of Alabama, Inc.     | (251) 476-2324   | 2620 Old Shell Rd        |                        | Mobile           | AL    | 36607-2921         |
| Bio-Medical Applications of Alabama, Inc.     | (251) 476-2324   | 2620 Old Shell Rd        |                        | Mobile           | AL    | 36607-2921         |
| Bio-Medical Applications of Alabama, Inc.     | (334) 393-0024   | 6004 Boll Weevil Cir     |                        | Enterprise       | AL    | 36330-9420         |
| Bio-Medical Applications of Alabama, Inc.     | (334) 340-4055   | 118 Obrannon Park Ave    |                        | Dothan           | AL    | 36303-2052         |
| Bio-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. | (205) 608-3653   | 592 Fieldstown Rd              | Ste 102                | Gardendale    | AL    | 35071-3430         |
| Bio-Medical Applications of Alabama, Inc. | (256) 489-4160   | 1131 Eagletree Ln Sw           | Ste 100                | Huntsville    | AL    | 35801-6496         |
| 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            |                        | 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         |
| Bio-Medical Applications of Alabama, Inc. | (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               |                           | Union Springs  | 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 | Juneau         | 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.                   |                  | 4315 Diplomacy Dr               |                           | Anchorage      | AK    | 99508-5926         |
| Renal Care Group Alaska, Inc.                   | (907) 563-3149   | 3950 Laurel St                  |                           | Anchorage      | AK    | 99508-5333         |

| 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  
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  
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  
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  
1<sup>st</sup> 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**



October 31, 2019

**RECEIVED**

**By Jennifer Kido at 8:30 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: Expansion of FKC Columbia Basin Dialysis Facility in Benton ESRD Planning Area**

Dear Ms. Tyson:

Pursuant to Washington Administrative Code ("WAC") 246-310-806, for Nonspecial Circumstance Cycle 2, Qualicenters Inland Northwest, LLC intends to file a certificate of need to expand its existing kidney dialysis center, d.b.a Fresenius Kidney Care Columbia Basin ("FKC Columbia Basin"). In accordance with WAC 246-310-080, the following information is provided:

1. Description of the services proposed:

A 4-station expansion of the existing facility d.b.a. FKC Columbia Basin in the Benton County ESRD Dialysis Planning Area.

2. Estimated Cost of the Proposed Project:

The total estimated capital expenditures are \$246,289.

3. Description of the Service Area:

The service area is the Benton County ESRD Dialysis Planning Area.

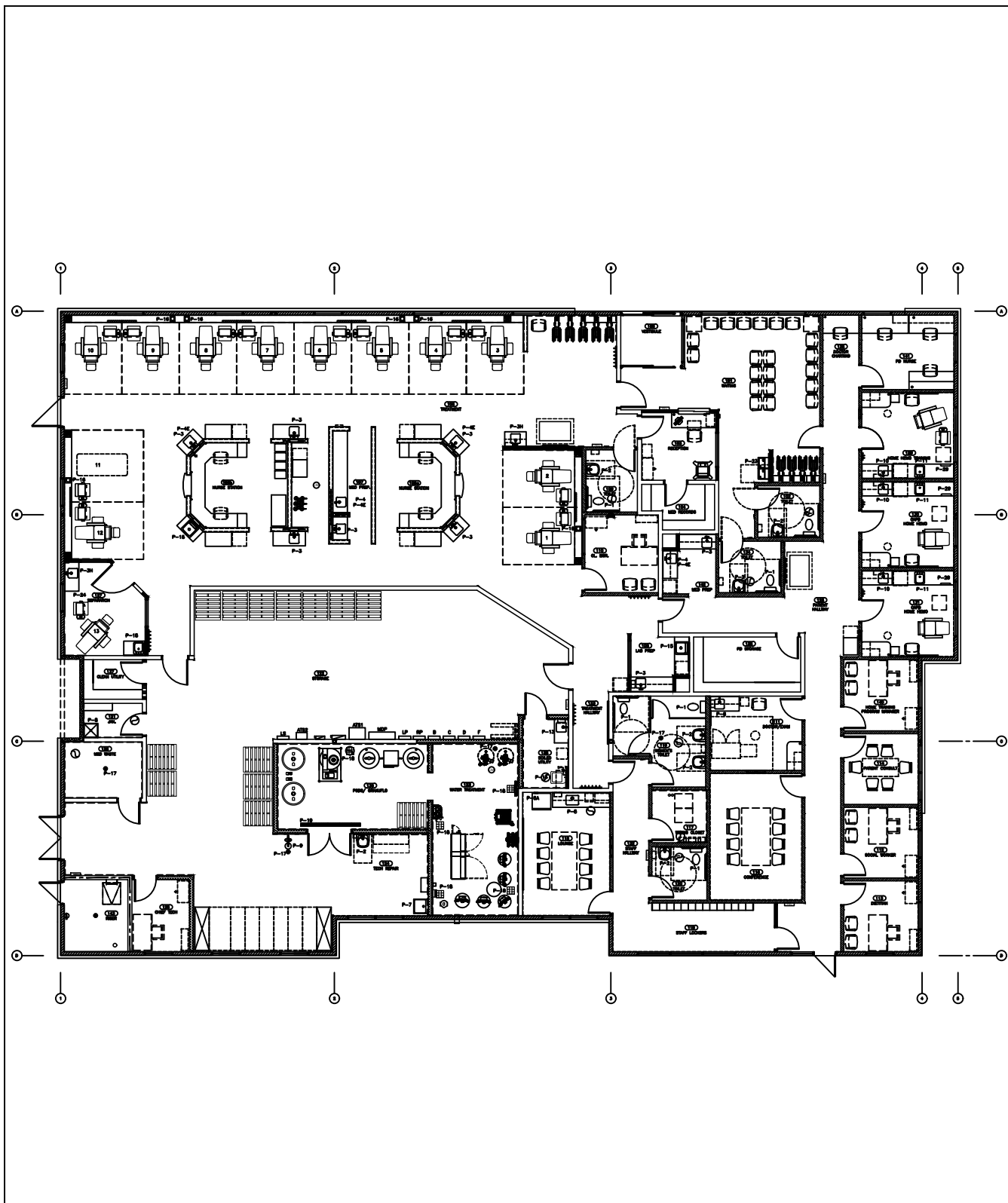
Please feel free to contact me if there are any questions on this letter of intent. I can be reached at 503.507.4967 or [Casey.Stowell@fmc-na.com](mailto:Casey.Stowell@fmc-na.com).

Sincerely,

*Casey Stowell*

Casey Stowell  
Regional Vice President – Pacific Northwest  
Fresenius Medical Care

**Exhibit 5A.**  
**Single Line Drawing – Existing**



|                                                                                                                                                           |                                                                                                                                  |                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <p>CON FLOOR PLAN FOR:</p> <p><b>COLUMBIA BASIN, WA</b></p> <p>PROJECT #6046-4-DN-W-GU</p> <p>ADDRESS: 6600 W Rio Grande Ave, Kennewick,<br/>WA 99336</p> | <p>DRAWN BY: L. BROWN</p> <p>NET SQUARE FOOTAGE: 10,586 SF</p> <p>GROSS SQUARE FOOTAGE: 11,003 SF</p> <p>SCALE: NOT TO SCALE</p> |  <p><b>FRESENIUS<br/>MEDICAL CARE</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

**Exhibit 5B.**  
**Single Line Drawing – Proposed**



| MAXIMUM ALLOWABLE<br>TREATMENT AREA SQUARE FOOTAGE |                |            |               |
|----------------------------------------------------|----------------|------------|---------------|
| WAC 246-310-800 (11)                               |                |            |               |
| AREA                                               | MAX. ALLOW. SF | # STATIONS | CALCULATED SF |
| GENERAL USE/NON-ISOLATION                          | 150 SF/STATION | 16         | 2400          |
| ISOLATION STATION                                  | 200 SF/STATION | 1          | 200           |
| BED STATION                                        | 200 SF/STATION | 1          | 200           |
| FUTURE EXPANSION STATIONS                          | 150 SF/STATION | 2          | 300           |
| SUBTOTAL                                           |                |            | 3100          |
| OTHER TREATMENT (@ 75 % OF Station Area)           | 75% SUBTOTAL   |            | 2325          |
| TOTAL MAXIMUM S.F. - TREATMENT FLOOR AREA          |                |            | 5425 S.F.     |

| ACTUAL SQUARE FOOTAGE OF<br>TREATMENT AREA (AFTER PROJECT COMPLETION) |                |            |               |
|-----------------------------------------------------------------------|----------------|------------|---------------|
| WAC 246-310-800 (11)                                                  |                |            |               |
| AREA                                                                  | ACTUAL UNIT SF | # STATIONS | CALCULATED SF |
| GENERAL USE/NON-ISOLATION                                             | 80 SF/STATION  | 16         | 1280          |
| ISOLATION STATION                                                     | 136 SF/STATION | 1          | 136           |
| BED STATION                                                           | 100 SF/STATION | 1          | 100           |
|                                                                       | 80 SF/STATION  |            |               |
| SUBTOTAL                                                              |                |            | 1516          |
| OTHER TREATMENT (REMAIN TREATMENT FLOOR AREA)                         | AREA SF        |            | 2106          |
| TOTAL ACTUAL S.F. - TREATMENT FLOOR AREA                              |                |            | 3702 S.F.     |
| NON-TREATMENT FLOOR AREA                                              |                |            | 6884 S.F.     |
| ACTUAL TOTAL CLINIC S.F. AREA                                         |                |            | 10586S.F.     |

| TOTAL MAXIMUM S.F. -<br>TREATMENT FLOOR AREA |   | TOTAL ACTUAL S.F. -<br>TREATMENT FLOOR AREA |
|----------------------------------------------|---|---------------------------------------------|
| 5162.5 S.F.                                  | > | 3702 S.F.                                   |

|                                                                                                                                                       |                                                                                                                                  |                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <p>CON FLOOR PLAN FOR:</p> <p><b>COLUMBIA BASIN, WA</b></p> <p>PROJECT #6046-5-DN-W-GU</p> <p>ADDRESS: 6600 W Rio Grande Ave, Kennewick, WA 99336</p> | <p>DRAWN BY: L. BROWN</p> <p>NET SQUARE FOOTAGE: 10,586 SF</p> <p>GROSS SQUARE FOOTAGE: 11,003 SF</p> <p>SCALE: NOT TO SCALE</p> |  <p><b>FRESENIUS<br/>MEDICAL CARE</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

**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:** FreseniusRx 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.
3. 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.

\* See the *Financial Assistance Program: Compliance Requirements Policy* for additional information.  
[https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET\\_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=PDF\\_3000071822](https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=PDF_3000071822)

*Continued on next page*

| DOCUMENT NUMBER                                                   | DOCUMENT REVISION # | DOCUMENT REVISION DATE                    | EFFECTIVE DATE     |
|-------------------------------------------------------------------|---------------------|-------------------------------------------|--------------------|
| <b>COR-COMP-G-0-000-010A</b>                                      | 3                   | 5/15/2000, 12/18/2007, 6/17/2015, 5/13/16 | 5/13/16            |
| <b>Title: Indigent Waiver Program</b>                             |                     |                                           | <b>Page 1 of 4</b> |
| ©2015, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                     |                                           |                    |

**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.

|                     | <b>Eligibility Criteria</b>                                                                                                              |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Income Limit | The annual income limit will be determined by each 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     |
|-------------------------------------------------------------------|---------------------|-------------------------------------------|--------------------|
| <b>COR-COMP-G-0-000-010A</b>                                      | 3                   | 5/15/2000, 12/18/2007, 6/17/2015, 5/13/16 | 5/13/16            |
| <b>Title: Indigent Waiver Program</b>                             |                     |                                           | <b>Page 2 of 4</b> |
| ©2015, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                     |                                           |                    |

**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<br>REVISION # | DOCUMENT<br>REVISION DATE                    | EFFECTIVE<br>DATE  |
|-------------------------------------------------------------------|------------------------|----------------------------------------------|--------------------|
| <b>COR-COMP-G-0-000-010A</b>                                      | 3                      | 5/15/2000, 12/18/2007,<br>6/17/2015, 5/13/16 | 5/13/16            |
| <b>Title: Indigent Waiver Program</b>                             |                        |                                              | <b>Page 3 of 4</b> |
| ©2015, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                        |                                              |                    |

**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<br>REVISION # | DOCUMENT<br>REVISION DATE                    | EFFECTIVE<br>DATE  |
|-------------------------------------------------------------------|------------------------|----------------------------------------------|--------------------|
| <b>COR-COMP-G-0-000-010A</b>                                      | 3                      | 5/15/2000, 12/18/2007,<br>6/17/2015, 5/13/16 | 5/13/16            |
| <b>Title: Indigent Waiver Program</b>                             |                        |                                              | <b>Page 4 of 4</b> |
| ©2015, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                        |                                              |                    |

**Exhibit 7A.**  
**Patient Admission Policy**

## Fresenius Kidney Care Clinical Services

## 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      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 1 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

**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](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      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 2 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |



## Fresenius Kidney Care Clinical Services

## 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      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 3 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

**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](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)
  - 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 4 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 5 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 6 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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:
  - The patient has been deemed by a physician to be incompetent or to lack mental capacity consistent with state law, and
  - 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 7 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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.)

- o 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 8 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE      |
|-----------------------------------------------------------------|-------------------|---------------------|---------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>  |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b> |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b> |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>  |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 9 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                     |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                     |

## Fresenius Kidney Care Clinical Services

## 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](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

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE       |
|-----------------------------------------------------------------|-------------------|---------------------|----------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>   |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b>  |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b>  |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>   |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 10 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                      |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                      |



## Fresenius Kidney Care Clinical Services

## 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**

| DOCUMENT NUMBER                                                 | DOCUMENT REVISION | ISSUE DATE          | EFFECTIVE DATE       |
|-----------------------------------------------------------------|-------------------|---------------------|----------------------|
| <b>FMS-CS-IC-I-103-009A</b>                                     | <b>REV 1</b>      | <b>18-DEC-2013</b>  | <b>26-MAR-2014</b>   |
|                                                                 | <b>REV 2</b>      | <b>26-MAR-2014</b>  | <b>17-JULY-2017</b>  |
|                                                                 | <b>REV 3</b>      | <b>17-JULY-2017</b> | <b>13-SEPT-2017</b>  |
|                                                                 | <b>REV 4</b>      | <b>13-SEPT-2017</b> | <b>14-FEB-2018</b>   |
| <b>Patient Admission Policy</b>                                 |                   |                     | <b>Page 11 of 11</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b> |                   |                     |                      |
| ©2018, Fresenius Medical Care, All Rights Reserved.             |                   |                     |                      |

**Exhibit 7B.**  
**Patient Rights and Responsibilities Policy**

## FMS Clinical Services

## Policy

### Patient Rights and Responsibilities

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                   | <p>To comply with Federal Regulations that require dialysis facilities to:</p> <p>Educate staff regarding the rights of dialysis patients.</p> <p>Inform and educate all dialysis patients about their rights and responsibilities as a patient at the dialysis facility.</p> <p>Ensure that patients' rights are respected and protected by the facility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Responsibility</b>                            | <p>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.</p> <p>All facility staff are responsible for ensuring that patients' rights are respected and protected by the facility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Conditions for Coverage: Patients' Rights</b> | <p>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:</p> <p>The patient has the right to –</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. Receive all information in a way that he or she can understand;</li> <li>3. Privacy and confidentiality in all aspects of treatment;</li> <li>4. Privacy and confidentiality in personal medical records;</li> <li>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;</li> <li>6. Be informed about his or her right to execute advance directives, and the facility's policies regarding advance directives;</li> <li>7. Be informed about all treatment modalities and settings, including but not limited to transplantation, home dialysis modalities (home</li> </ol> |

| DOCUMENT NUMBER                                                   | DOCUMENT REVISION | ISSUE DATE         | EFFECTIVE DATE     |
|-------------------------------------------------------------------|-------------------|--------------------|--------------------|
| <b>FMS-CS-IC-I-103-005A</b>                                       | <b>Revision</b>   | <b>04-APR-2012</b> | <b>04-APR-2012</b> |
| <b>Patient Rights and Responsibilities Policy</b>                 |                   |                    | <b>Page 1 of 4</b> |
| <b>Clinical Services Integrated Policy and Procedure Manual</b>   |                   |                    |                    |
| ©2012, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                   |                    |                    |

## FMS Clinical Services

## 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 in-facility 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.

| DOCUMENT NUMBER                                                   | DOCUMENT REVISION | ISSUE DATE  | EFFECTIVE DATE |
|-------------------------------------------------------------------|-------------------|-------------|----------------|
| FMS-CS-IC-I-103-005A                                              | Revision          | 04-APR-2012 | 04-APR-2012    |
| Patient Rights and Responsibilities Policy                        |                   |             | Page 2 of 4    |
| Clinical Services Integrated Policy and Procedure Manual          |                   |             |                |
| ©2012, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                   |             |                |

## FMS Clinical Services

## 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.

| DOCUMENT NUMBER                                                   | DOCUMENT REVISION | ISSUE DATE  | EFFECTIVE DATE |
|-------------------------------------------------------------------|-------------------|-------------|----------------|
| FMS-CS-IC-I-103-005A                                              | Revision          | 04-APR-2012 | 04-APR-2012    |
| Patient Rights and Responsibilities Policy                        |                   |             | Page 3 of 4    |
| Clinical Services Integrated Policy and Procedure Manual          |                   |             |                |
| ©2012, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                   |             |                |

## FMS Clinical Services

## 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**

| DOCUMENT NUMBER                                                   | DOCUMENT REVISION | ISSUE DATE  | EFFECTIVE DATE |
|-------------------------------------------------------------------|-------------------|-------------|----------------|
| FMS-CS-IC-I-103-005A                                              | Revision          | 04-APR-2012 | 04-APR-2012    |
| Patient Rights and Responsibilities Policy                        |                   |             | Page 4 of 4    |
| Clinical Services Integrated Policy and Procedure Manual          |                   |             |                |
| ©2012, Fresenius Medical Care Holdings, Inc. All Rights Reserved. |                   |             |                |

**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:
  - 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:
  - 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.
  - the facility ceases to operate.
  - transfer is necessary for your welfare or because the facility can no longer meet your medical needs, or
  - 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 Patient Rights and  
Responsibilities.

I have had the opportunity to ask questions, and I understand 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 print name)

\_\_\_\_\_  
Signature of Staff Person Presenting Content to Patient

\_\_\_\_\_  
Date

CS-I-198

FMS-CS-4-009

**Exhibit 8A.**  
**Financial Statements - Historical**

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

|                                                                 | 2016                  | 2017                  | 2018                  | YTD2019<br>(Jan-Aug)  |
|-----------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Revenues</b>                                                 |                       |                       |                       |                       |
| Net Revenue Before Bad Debt and Charity Care                    | \$ 6,441,388          | \$ 4,264,447          | \$ 5,801,077          | \$ 3,282,581          |
| Charity Care                                                    | \$ (56,684)           | \$ (37,527)           | \$ (51,049)           | \$ (28,887)           |
| Bad Debt                                                        | \$ (244,969)          | \$ (422,964)          | \$ (281,746)          | \$ (161,938)          |
| <b>Total Net Revenue</b>                                        | <b>\$ 6,139,735</b>   | <b>\$ 3,803,955</b>   | <b>\$ 5,468,281</b>   | <b>\$ 3,091,756</b>   |
| <b>Expenses</b>                                                 |                       |                       |                       |                       |
| Total Personnel                                                 | \$ (1,763,071)        | \$ (1,732,685)        | \$ (1,703,888)        | \$ (1,291,160)        |
| Total Med Supplies                                              | \$ (394,233)          | \$ (491,047)          | \$ (532,200)          | \$ (300,291)          |
| Total Ancillary                                                 | \$ (433,934)          | \$ (406,898)          | \$ (558,296)          | \$ (362,126)          |
| Other Med                                                       | \$ (105,869)          | \$ (111,884)          | \$ (83,912)           | \$ (53,161)           |
| House Keeping & Utilities                                       | \$ (156,822)          | \$ (212,597)          | \$ (124,441)          | \$ (117,042)          |
| Total Admin (i.e. Admin expenses + G&A Overhead Costs)          | \$ (705,111)          | \$ (532,550)          | \$ (479,945)          | \$ (369,709)          |
| Depr/Amort                                                      | \$ (61,788)           | \$ (57,287)           | \$ (396,875)          | \$ (425,885)          |
| Total Property (i.e. Rent Expense + Other Property Expense)     | \$ (390,320)          | \$ (401,278)          | \$ (570,768)          | \$ (40,198)           |
| Interest Expense                                                | \$ 100                | \$ 1                  | \$ 7                  | \$ (110,346)          |
| <b>Total Expenses w/o Physician compensation</b>                | <b>\$ (4,011,048)</b> | <b>\$ (3,946,225)</b> | <b>\$ (4,450,318)</b> | <b>\$ (3,069,919)</b> |
| <b>Profit From Operations (Excludes Physician compensation)</b> | <b>\$ 2,128,686</b>   | <b>\$ (142,270)</b>   | <b>\$ 1,017,963</b>   | <b>\$ 21,838</b>      |
| Physician Compensation (Medical Director's Fee)                 | \$ (106,318)          | \$ (106,439)          | \$ (107,994)          | \$ (73,581)           |
| <b>Net Income Before Taxes (includes Allocations)</b>           | <b>\$ 2,022,369</b>   | <b>\$ (248,709)</b>   | <b>\$ 909,969</b>     | <b>\$ (51,743)</b>    |

**Exhibit 8B.**  
**Financial Statements – Forecasts**

# Fresenius Kidney Care - Columbia Basin Dialysis Center

## Statement of Revenues and Expenses

|                                                                          | <u>3Q-4Q 2021</u>       | <u>2022</u>             | <u>2023</u>             | <u>2024</u>             |
|--------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Months of Operation                                                      | 6                       | 12                      | 12                      | 12                      |
| <b>Patients and Treatments</b>                                           |                         |                         |                         |                         |
| I/C PAT                                                                  | 77                      | 84                      | 92                      | 94                      |
| <u>Total Home PAT</u>                                                    | <u>27</u>               | <u>30</u>               | <u>33</u>               | <u>36</u>               |
| <b>Total PAT</b>                                                         | <b>104</b>              | <b>114</b>              | <b>125</b>              | <b>130</b>              |
| I/C TMT                                                                  | 5,544                   | 12,096                  | 13,248                  | 13,536                  |
| <u>Total Home TMT</u>                                                    | <u>1,944</u>            | <u>4,320</u>            | <u>4,752</u>            | <u>5,184</u>            |
| <b>Total TMT</b>                                                         | <b>7,488</b>            | <b>16,416</b>           | <b>18,000</b>           | <b>18,720</b>           |
| <b>Revenue</b>                                                           |                         |                         |                         |                         |
| In-Center Revenue                                                        | 2,357,166               | 5,142,907               | 5,632,708               | 5,755,158               |
| Home Revenue                                                             | 826,539                 | 1,836,753               | 2,020,428               | 2,204,103               |
| Bad Debt                                                                 | (154,626)               | (338,988)               | (371,697)               | (386,565)               |
| Charity Care                                                             | (28,017)                | (61,421)                | (67,348)                | (70,041)                |
| <b><u>Total Net Revenue</u></b>                                          | <b><u>3,001,062</u></b> | <b><u>6,579,251</u></b> | <b><u>7,214,091</u></b> | <b><u>7,502,655</u></b> |
| <b>Expenses</b>                                                          |                         |                         |                         |                         |
| I/C Personnel                                                            | 935,394                 | 1,930,156               | 1,998,005               | 2,014,967               |
| <u>Home Personnel</u>                                                    | <u>271,722</u>          | <u>543,445</u>          | <u>543,445</u>          | <u>543,445</u>          |
| <b><u>Total Personnel</u></b>                                            | <b><u>1,207,116</u></b> | <b><u>2,473,600</u></b> | <b><u>2,541,449</u></b> | <b><u>2,558,411</u></b> |
| I/C Med Supplies                                                         | 216,250                 | 471,819                 | 516,754                 | 527,988                 |
| <u>Home Med Supplies</u>                                                 | <u>75,828</u>           | <u>168,507</u>          | <u>185,357</u>          | <u>202,208</u>          |
| <b><u>Total Med Supplies</u></b>                                         | <b><u>292,078</u></b>   | <b><u>640,325</u></b>   | <b><u>702,111</u></b>   | <b><u>730,196</u></b>   |
| IC Ancillary Cost - Other Than EPO                                       | 212,855                 | 464,410                 | 508,640                 | 519,697                 |
| <u>IC EPO Cost</u>                                                       | <u>13,999</u>           | <u>30,544</u>           | <u>33,453</u>           | <u>34,180</u>           |
| <b><u>Total IC Ancillary</u></b>                                         | <b><u>226,854</u></b>   | <b><u>494,954</u></b>   | <b><u>542,093</u></b>   | <b><u>553,877</u></b>   |
| Home Ancillary Cost - Other Than EPO                                     | 74,637                  | 165,861                 | 182,447                 | 199,033                 |
| <u>Home EPO Cost</u>                                                     | <u>4,909</u>            | <u>10,908</u>           | <u>11,999</u>           | <u>13,090</u>           |
| <b><u>Total Home Ancillary</u></b>                                       | <b><u>79,546</u></b>    | <b><u>176,769</u></b>   | <b><u>194,446</u></b>   | <b><u>212,123</u></b>   |
| Other Med                                                                | 46,052                  | 100,960                 | 110,701                 | 115,129                 |
| House Keeping & Utilities                                                | 62,221                  | 124,441                 | 124,441                 | 124,441                 |
| Admin expenses                                                           | 128,587                 | 257,173                 | 257,173                 | 257,173                 |
| G&A Overhead Costs                                                       | 111,386                 | 222,772                 | 222,772                 | 222,772                 |
| Depr/Amort (Existing Facility)                                           | 198,437                 | 396,875                 | 396,875                 | 396,875                 |
| Depr/Amort (Project Tenant Improvements and Equipment)                   | 12,734                  | 25,468                  | 25,468                  | 25,468                  |
| Rent Expense                                                             | 178,601                 | 363,156                 | 370,419                 | 377,828                 |
| Other Property Exp                                                       | 17,405                  | 35,389                  | 36,097                  | 36,819                  |
| <u>Other Expense - (IE: Interest, Start Up Costs and Other One time)</u> | <u>(3)</u>              | <u>(7)</u>              | <u>(7)</u>              | <u>(7)</u>              |
| <b><u>Total Other Expense</u></b>                                        | <b><u>755,419</u></b>   | <b><u>1,526,228</u></b> | <b><u>1,543,940</u></b> | <b><u>1,556,499</u></b> |
| <b><u>Total Expenses w/o Physician Compensation</u></b>                  | <b><u>2,561,014</u></b> | <b><u>5,311,877</u></b> | <b><u>5,524,040</u></b> | <b><u>5,611,106</u></b> |
| <b><u>Profit From Operations (Excludes Physician Comp)</u></b>           | <b><u>440,048</u></b>   | <b><u>1,267,374</u></b> | <b><u>1,690,051</u></b> | <b><u>1,891,548</u></b> |
| Physician Compensation                                                   | 71,793                  | 145,022                 | 147,922                 | 150,880                 |
| <b>Net Income</b>                                                        |                         |                         |                         |                         |
| <b><u>Net Income Before Taxes (includes Allocations)</u></b>             | <b><u>368,255</u></b>   | <b><u>1,122,353</u></b> | <b><u>1,542,129</u></b> | <b><u>1,740,668</u></b> |

|                                                                                   |
|-----------------------------------------------------------------------------------|
| <p align="center"><b>FKC Columbia Basin</b><br/> <i>Pro Forma Assumptions</i></p> |
|-----------------------------------------------------------------------------------|

**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 utilization |
|-----------------------------------------------------------------------------------------------------------------------------------------|

**Revenues**

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

**Bad Debt**

|                                                                      |
|----------------------------------------------------------------------|
| Calculated on a per treatment basis from FKC Columbia Basin actuals. |
|----------------------------------------------------------------------|

**Expenses**

|                                                                                                   |
|---------------------------------------------------------------------------------------------------|
| Unless otherwise noted, expenses have been calculated based on CY2018 FKC Columbia Basin actuals. |
|---------------------------------------------------------------------------------------------------|

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| Medical supplies, ancillary, and 'other med' expenses have been calculated on a per treatment basis from FKC Columbia Basin actuals. |
|--------------------------------------------------------------------------------------------------------------------------------------|

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

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

|                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------|
| <i>Rent Expense:</i> the commencement date of the lease is March 2017. Base rent is projected based section 3.1 of the lease agreement. |
|-----------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Other Property Exp</i> includes common area maintenance ("CAM"), allocated taxes, and insurance costs. Estimated at 9.7% of base <i>Rent Expense</i> based on 2018 actuals |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Physician Compensation: see section 5.01.1 of MDA for starting annual fee, including an annual 2% fee escalator. The effective date of the MDA is July 2014. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Fresenius Kidney Care - Columbia Basin Dialysis Center

| Productive FTEs, by Type | 3Q-4Q 2021  | 2022        | 2023        | 2024        |
|--------------------------|-------------|-------------|-------------|-------------|
| <b>In-Center FTE's</b>   |             |             |             |             |
| Nurse Manager            | 1.0         | 1.0         | 1.0         | 1.0         |
| LPN                      | 1.0         | 1.0         | 1.0         | 1.0         |
| Outpatient RN            | 5.0         | 5.0         | 5.0         | 5.0         |
| Patient Care Technician  | 9.6         | 10.5        | 11.5        | 11.8        |
| 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         |
| <b>Subtotal</b>          | <b>20.6</b> | <b>21.5</b> | <b>22.5</b> | <b>22.8</b> |
| <b>Home FTE's</b>        |             |             |             |             |
| Home Manager             | 1.0         | 1.0         | 1.0         | 1.0         |
| Home RN                  | 3.0         | 3.0         | 3.0         | 3.0         |
| <b>Subtotal</b>          | <b>4.0</b>  | <b>4.0</b>  | <b>4.0</b>  | <b>4.0</b>  |
| <b>Total</b>             | <b>24.6</b> | <b>25.5</b> | <b>26.5</b> | <b>26.8</b> |

| Productive + Non-Productive FTEs, by Type | 3Q-4Q 2021  | 2022        | 2023        | 2024        |
|-------------------------------------------|-------------|-------------|-------------|-------------|
| <b>In-Center FTEs</b>                     |             |             |             |             |
| Nurse Manager                             | 1.1         | 1.1         | 1.1         | 1.1         |
| LPN                                       | 1.1         | 1.1         | 1.1         | 1.1         |
| Outpatient RN                             | 5.5         | 5.5         | 5.5         | 5.5         |
| Patient Care Technician                   | 10.6        | 11.6        | 12.7        | 12.9        |
| 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         |
| <b>Subtotal</b>                           | <b>22.7</b> | <b>23.7</b> | <b>24.8</b> | <b>25.0</b> |
| <b>Home Dialysis Program FTEs</b>         |             |             |             |             |
| Home Manager                              | 1.1         | 1.1         | 1.1         | 1.1         |
| Home RN                                   | 3.3         | 3.3         | 3.3         | 3.3         |
| <b>Subtotal</b>                           | <b>4.4</b>  | <b>4.4</b>  | <b>4.4</b>  | <b>4.4</b>  |
| <b>Total</b>                              | <b>27.1</b> | <b>28.1</b> | <b>29.2</b> | <b>29.4</b> |

*Non-Productive = 10% of Productive time.*

| FKC Columbia Basin       |                   |                     |                     |                     |
|--------------------------|-------------------|---------------------|---------------------|---------------------|
| Total Wages and Salaries | 3Q-4Q 2021        | 2022                | 2023                | 2024                |
| <b>In-Center</b>         |                   |                     |                     |                     |
| Facility Administrator   | \$ 57,200         | \$ 114,400          | \$ 114,400          | \$ 114,400          |
| LPN                      | \$ 31,231         | \$ 62,462           | \$ 62,462           | \$ 62,462           |
| Outpatient RN            | \$ 225,883        | \$ 451,766          | \$ 451,766          | \$ 451,766          |
| Patient Care Technician  | \$ 240,480        | \$ 524,684          | \$ 574,654          | \$ 587,147          |
| Equipment Technician     | \$ 27,822         | \$ 55,644           | \$ 55,644           | \$ 55,644           |
| Social Worker            | \$ 41,436         | \$ 82,871           | \$ 82,871           | \$ 82,871           |
| Dietitian                | \$ 39,914         | \$ 79,828           | \$ 79,828           | \$ 79,828           |
| Secretary                | \$ 24,939         | \$ 49,878           | \$ 49,878           | \$ 49,878           |
| <b>Subtotal</b>          | <b>\$ 688,905</b> | <b>\$ 1,421,534</b> | <b>\$ 1,471,504</b> | <b>\$ 1,483,997</b> |
| <b>Home Program</b>      |                   |                     |                     |                     |
| Home Manager             | \$ 55,976         | \$ 111,952          | \$ 111,952          | \$ 111,952          |
| RN                       | \$ 144,144        | \$ 288,288          | \$ 288,288          | \$ 288,288          |
| <b>Subtotal</b>          | <b>\$ 200,120</b> | <b>\$ 400,240</b>   | <b>\$ 400,240</b>   | <b>\$ 400,240</b>   |
| <b>Total, All FTEs</b>   | <b>\$ 889,025</b> | <b>\$ 1,821,774</b> | <b>\$ 1,871,744</b> | <b>\$ 1,884,237</b> |

## Fresenius Kidney Care - Columbia Basin Dialysis Center

| FKC Columbia Basin      |                   |                   |                   |                   |
|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Total Benefits          | 3Q-4Q 2021        | 2022              | 2023              | 2024              |
| <b>In-Center</b>        |                   |                   |                   |                   |
| Facility Administrator  | \$ 20,466         | \$ 40,932         | \$ 40,932         | \$ 40,932         |
| LPN                     | \$ 11,174         | \$ 22,349         | \$ 22,349         | \$ 22,349         |
| Outpatient RN           | \$ 80,820         | \$ 161,641        | \$ 161,641        | \$ 161,641        |
| Patient Care Technician | \$ 86,043         | \$ 187,731        | \$ 205,610        | \$ 210,079        |
| Equipment Technician    | \$ 9,955          | \$ 19,909         | \$ 19,909         | \$ 19,909         |
| Social Worker           | \$ 14,826         | \$ 29,651         | \$ 29,651         | \$ 29,651         |
| Dietitian               | \$ 14,281         | \$ 28,562         | \$ 28,562         | \$ 28,562         |
| Secretary               | \$ 8,923          | \$ 17,846         | \$ 17,846         | \$ 17,846         |
| <b>Subtotal</b>         | <b>\$ 246,488</b> | <b>\$ 508,621</b> | <b>\$ 526,500</b> | <b>\$ 530,970</b> |
| <b>Home Program</b>     |                   |                   |                   |                   |
| Home Manager            | \$ 20,028         | \$ 40,056         | \$ 40,056         | \$ 40,056         |
| RN                      | \$ 51,574         | \$ 103,149        | \$ 103,149        | \$ 103,149        |
| <b>Subtotal</b>         | <b>\$ 71,602</b>  | <b>\$ 143,205</b> | <b>\$ 143,205</b> | <b>\$ 143,205</b> |
| <b>Total, All FTEs</b>  | <b>\$ 318,091</b> | <b>\$ 651,826</b> | <b>\$ 669,705</b> | <b>\$ 674,175</b> |

| FKC Columbia Basin             |                     |                     |                     |                     |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|
| Total Wages, Salaries Benefits | 3Q-4Q 2021          | 2022                | 2023                | 2024                |
| Facility Administrator         | \$ 77,666           | \$ 155,332          | \$ 155,332          | \$ 155,332          |
| LPN                            | \$ 42,406           | \$ 84,811           | \$ 84,811           | \$ 84,811           |
| Outpatient RN                  | \$ 306,703          | \$ 613,406          | \$ 613,406          | \$ 613,406          |
| Patient Care Technician        | \$ 326,523          | \$ 712,415          | \$ 780,264          | \$ 797,226          |
| Equipment Technician           | \$ 37,777           | \$ 75,553           | \$ 75,553           | \$ 75,553           |
| Social Worker                  | \$ 56,261           | \$ 112,523          | \$ 112,523          | \$ 112,523          |
| Dietitian                      | \$ 54,195           | \$ 108,391          | \$ 108,391          | \$ 108,391          |
| Secretary                      | \$ 33,862           | \$ 67,725           | \$ 67,725           | \$ 67,725           |
| <b>Total</b>                   | <b>\$ 935,394</b>   | <b>\$ 1,930,156</b> | <b>\$ 1,998,005</b> | <b>\$ 2,014,967</b> |
| <b>RN</b>                      |                     |                     |                     |                     |
| Home Manager                   | \$ 76,004           | \$ 152,008          | \$ 152,008          | \$ 152,008          |
| RN                             | \$ 195,718          | \$ 391,437          | \$ 391,437          | \$ 391,437          |
| <b>Subtotal</b>                | <b>\$ 271,722</b>   | <b>\$ 543,445</b>   | <b>\$ 543,445</b>   | <b>\$ 543,445</b>   |
| <b>Total, All FTEs</b>         | <b>\$ 1,207,116</b> | <b>\$ 2,473,600</b> | <b>\$ 2,541,449</b> | <b>\$ 2,558,411</b> |



**Exhibit 8C.**  
**Financial Statements - Combined**

**Fresenius Kidney Care - Columbia Basin Dialysis Center  
Statement of Revenues and Expenses, 2016 - 2024**

|                                                                 | 2016                  | 2017                  | 2018                  | YTD (Jan to Aug) 2019 | 2019 Annualized       | 2020                  | 1Q-2Q 2021            | 3Q-4Q 2021            | Full Year 2021        | 2022                  | 2023                  | 2024                  |
|-----------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Revenues</b>                                                 |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Net Revenue Before Bad Debt and Charity Care                    | \$ 6,441,388          | \$ 4,264,447          | \$ 5,801,077          | \$ 3,282,581          | \$ 4,923,871          | \$ 5,801,077          | \$ 2,900,538          | \$ 3,183,704          | \$ 6,084,243          | \$ 6,979,660          | \$ 7,653,136          | \$ 7,959,261          |
| Charity Care                                                    | \$ (56,684)           | \$ (37,527)           | \$ (51,049)           | \$ (28,887)           | \$ (43,330)           | \$ (51,049)           | \$ (25,525)           | \$ (28,017)           | \$ (53,541)           | \$ (61,421)           | \$ (67,348)           | \$ (70,041)           |
| Bad Debt                                                        | \$ (244,969)          | \$ (422,964)          | \$ (281,746)          | \$ (161,938)          | \$ (242,907)          | \$ (281,746)          | \$ (140,873)          | \$ (154,626)          | \$ (295,499)          | \$ (338,988)          | \$ (371,697)          | \$ (386,565)          |
| <b>Total Net Revenue</b>                                        | <b>\$ 6,139,735</b>   | <b>\$ 3,803,955</b>   | <b>\$ 5,468,281</b>   | <b>\$ 3,091,756</b>   | <b>\$ 4,637,634</b>   | <b>\$ 5,468,281</b>   | <b>\$ 2,734,141</b>   | <b>\$ 3,001,062</b>   | <b>\$ 5,735,202</b>   | <b>\$ 6,579,251</b>   | <b>\$ 7,214,091</b>   | <b>\$ 7,502,655</b>   |
| <b>Expenses</b>                                                 |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Total Personnel                                                 | \$ (1,763,071)        | \$ (1,732,685)        | \$ (1,703,888)        | \$ (1,291,160)        | \$ (1,936,741)        | \$ (1,703,888)        | \$ (851,944)          | \$ (1,207,116)        | \$ (2,059,060)        | \$ (2,473,600)        | \$ (2,541,449)        | \$ (2,558,411)        |
| Total Med Supplies                                              | \$ (394,233)          | \$ (491,047)          | \$ (532,200)          | \$ (300,291)          | \$ (450,436)          | \$ (532,200)          | \$ (266,100)          | \$ (292,078)          | \$ (558,178)          | \$ (640,325)          | \$ (702,111)          | \$ (730,196)          |
| Total Ancillary                                                 | \$ (433,934)          | \$ (406,898)          | \$ (558,296)          | \$ (362,126)          | \$ (543,190)          | \$ (558,296)          | \$ (279,148)          | \$ (306,400)          | \$ (585,548)          | \$ (671,723)          | \$ (736,539)          | \$ (766,000)          |
| Other Med                                                       | \$ (105,869)          | \$ (111,884)          | \$ (83,912)           | \$ (53,161)           | \$ (79,741)           | \$ (83,912)           | \$ (41,956)           | \$ (46,052)           | \$ (88,008)           | \$ (100,960)          | \$ (110,701)          | \$ (115,129)          |
| House Keeping & Utilities                                       | \$ (156,822)          | \$ (212,597)          | \$ (124,441)          | \$ (117,042)          | \$ (175,563)          | \$ (124,441)          | \$ (62,221)           | \$ (62,221)           | \$ (124,441)          | \$ (124,441)          | \$ (124,441)          | \$ (124,441)          |
| Total Admin (i.e. Admin expenses + G&A Overhead Costs)          | \$ (705,111)          | \$ (532,550)          | \$ (479,945)          | \$ (369,709)          | \$ (554,563)          | \$ (479,945)          | \$ (239,973)          | \$ (239,973)          | \$ (479,945)          | \$ (479,945)          | \$ (479,945)          | \$ (479,945)          |
| Depr/Amort                                                      | \$ (61,788)           | \$ (57,287)           | \$ (396,875)          | \$ (425,885)          | \$ (638,828)          | \$ (396,875)          | \$ (198,437)          | \$ (211,172)          | \$ (409,609)          | \$ (422,343)          | \$ (422,343)          | \$ (422,343)          |
| Total Property (i.e. Rent Expense + Other Property Expense)     | \$ (390,320)          | \$ (401,278)          | \$ (570,768)          | \$ (40,198)           | \$ (60,298)           | \$ (570,768)          | \$ (285,384)          | \$ (196,006)          | \$ (481,390)          | \$ (398,545)          | \$ (406,516)          | \$ (414,647)          |
| Other (Interest Expense)                                        | \$ 100                | \$ 1                  | \$ 7                  | \$ (110,346)          | \$ (165,519)          | \$ 7                  | \$ 3                  | \$ 3                  | \$ 7                  | \$ 7                  | \$ 7                  | \$ 7                  |
| <b>Total Expenses w/o Physician compensation</b>                | <b>\$ (4,011,048)</b> | <b>\$ (3,946,225)</b> | <b>\$ (4,450,318)</b> | <b>\$ (3,069,919)</b> | <b>\$ (4,604,878)</b> | <b>\$ (4,450,318)</b> | <b>\$ (2,225,159)</b> | <b>\$ (2,561,014)</b> | <b>\$ (4,786,173)</b> | <b>\$ (5,311,877)</b> | <b>\$ (5,524,040)</b> | <b>\$ (5,611,106)</b> |
| <b>Profit From Operations (Excludes Physician compensation)</b> | <b>\$ 2,128,686</b>   | <b>\$ (142,270)</b>   | <b>\$ 1,017,963</b>   | <b>\$ 21,838</b>      | <b>\$ 32,757</b>      | <b>\$ 1,017,963</b>   | <b>\$ 508,981</b>     | <b>\$ 440,048</b>     | <b>\$ 949,030</b>     | <b>\$ 1,267,374</b>   | <b>\$ 1,690,051</b>   | <b>\$ 1,891,548</b>   |
| Physician Compensation (Medical Director's Fee)                 | \$ (106,318)          | \$ (106,439)          | \$ (107,994)          | \$ (73,581)           | \$ (110,371)          | \$ (107,994)          | \$ (53,997)           | \$ (71,793)           | \$ (125,790)          | \$ (145,022)          | \$ (147,922)          | \$ (150,880)          |
| <b>Net Income Before Taxes (includes Allocations)</b>           | <b>\$ 2,022,369</b>   | <b>\$ (248,709)</b>   | <b>\$ 909,969</b>     | <b>\$ (51,743)</b>    | <b>\$ (77,614)</b>    | <b>\$ 909,969</b>     | <b>\$ 454,984</b>     | <b>\$ 368,255</b>     | <b>\$ 823,240</b>     | <b>\$ 1,122,353</b>   | <b>\$ 1,542,129</b>   | <b>\$ 1,740,668</b>   |

\*2019 annualized based on YTD2019 actuals presented in Exhibit 8A, adjusted by effective number of months.

\*\*2020 based on average of 2018 actuals.

\*\*\*1Q-2Q 2021 based on 2018 actuals, adjusted by effective number of months.

**Comments**

(1) New rules in 2019 under International Financial Reporting Standards ("IFRS") and U.S. Generally Accepted Accounting Principles ("U.S. GAAP") has affected how operating lease expenses are recognized (i.e. from operating expenses to depreciation and interest expenses).

**Exhibit 9.**  
**Medical Director Agreement**

## MEDICAL DIRECTOR AGREEMENT

This MEDICAL DIRECTOR AGREEMENT ("Agreement") is made by and between QualiCenters Inland Northwest L.L.C ("Company"), a Colorado limited liability company d/b/a Fresenius Medical Care Columbia Basin Dialysis Clinic and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and Fareed Arif, M.D. ("Consultant").

### WITNESSETH

WHEREAS, Company has established a dialysis treatment center at 510 North Colorado Street, Suite B, Kennewick, Washington 99336 (the "Facility"), or at such address as the Facility may be relocated to from time to time; and

WHEREAS, Company has established a home dialysis treatment program at the Facility through which Company provides peritoneal dialysis and/or home hemodialysis treatments (the "Home Program"); and

WHEREAS, Company has established programs for the provision of dialysis and/or apheresis services, and other contracted-for services, at Kennewick General Hospital, Kadlec Medical Center and Lourdes Medical Center (each an "Inpatient Services Program" and, collectively, the "Inpatient Services Programs"); and

WHEREAS, Consultant 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 certain administrative services with respect to the Facility, the Home Program 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 Facility, the Home Program and the Inpatient Services Programs and Consultant agrees to provide such services upon the terms and conditions set forth herein. Consultant acknowledges that the Medical Director of the Facility, Home Program and Inpatient Services Programs has

specific duties and responsibilities (a) as set forth in this Agreement; (b) 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 Facility, Home Program 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. TERM

The term of this Agreement shall begin on the Effective Date (the "Commencement Date") and shall continue for ten (10) years unless sooner terminated as provided herein.

## 3. OBLIGATIONS OF CONSULTANT

### 3.01 Designation of Medical Director; Requirements for Nephrologists Providing Services Hereunder

3.01.1 Consultant shall be responsible for performing the services hereunder at the Facility, Home Program and Inpatient Services Programs and shall be deemed the Medical Director for such Facility, Home Program and the Inpatient Services Programs. Consultant shall at all times meet the following requirements when providing services hereunder:

a. Remain licensed as a physician in the state in which the Facility, Home Program 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 Medical Director, but such Medical Director 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 Facility, Home Program and Inpatient Services 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.

3.01.2 In the event that Consultant (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 3.01.1; Company shall have the right to terminate this Agreement immediately.

3.01.3 With Company's prior written approval, Consultant may designate a temporary Medical Director ("Temporary Medical Director") for the Facility, the Home Program or Inpatient Services Programs 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 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 3.01.1, above, when providing services hereunder and shall have executed a Joinder Agreement ("Joinder Agreement") in a form acceptable to Company. 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 has not signed such Joinder Agreement; 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.

3.01.4 If a state or federal regulatory or licensing authority ("Authority") finds deficiencies at the Facility, 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, Home Program or Inpatient Service Programs 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 perform all the services described in Schedule A, 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. Consultant shall provide all services at the Facility, Home Program and Inpatient Services 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, Consultant shall actively supervise the compliance of the Facility and the Home Program 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.

b. Consultant shall abide by all of the bylaws, policies, procedures, rules and regulations of Company, the Facility, the Home Program and the Inpatient Services Programs, as applicable.

c. Consultant 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.

d. Consultant shall serve as the chairperson of the Medical Staff of the Facility and the Home Program, 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 Facility and the Home Program, 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 Facility and the Home Program, as applicable; (iii) complete in a timely manner patients' medical records, including patient care plans, at the Facility and the Home Program, 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 Facility and the Home Program, 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, Consultant shall, in coordination with Company, take appropriate corrective action where necessary consistent with the Medical Staff Bylaws.

f. Consultant 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.

e. Consultant shall cooperate and work collaboratively with Company, Company staff and each attending physician at the Facility and the Home Program to achieve the goals of the Facility's and the Home Program's Quality Program, as such program is described in Schedule B, 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.

f. Consultant shall cooperate and work collaboratively with Company, Company staff and each attending physician at the Facility and the Home Program 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 Facility's and the Home Program's 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 Facility and the Home Program, 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, Consultant 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.

g. Such cooperation shall further include, but not be limited to, ensuring that each attending physician at the Facility and the Home Program, 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. Consultant 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. Consultant 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, Consultant 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.

h. Such cooperation shall further include, but not be limited to, ensuring that each attending physician at the Facility and the Home Program 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, Consultant 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.

i. Consultant 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 Facility and the Home Program from the applicable pharmacy and the delivery of such oral medications to such patients for self-administration outside the Facility and the Home Program.

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 Facility's and the Home Program's 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 Facility and the Home Program, to ensure the safety and security of the delivery of such oral medications to patients at the Facility and the Home Program. The parties agree that nothing in this Section 3.02.i shall require Consultant 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.

j. Consultant 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, Consultant shall respond promptly to communications and requests for information from the FMCNA Medical Office regarding federal and/or state survey deficiencies.

k. Consultant 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 Facility, Home Program and Inpatient Services Programs for visits to and consultation regarding the Facility, Home Program and the Inpatient Services Programs, as applicable, and by being on-call and working such additional time at or away from the Facility, the Home Program or the Inpatient Services Programs, as applicable, as is necessary to fulfill Consultant's responsibilities under this Agreement.

l. It is understood and agreed, however, that Consultant is an independent contractor and not an employee of Company and that Consultant 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.

m. Consultant shall ensure that Medical Directors complete activity reports using the form attached hereto in Schedule C-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 C-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.

### 3.03 Additional Obligations of Consultant

3.03.1 Consultant shall not conduct, directly or indirectly, nor shall Consultant permit others to conduct, any clinical research study ("Study") at the Facility, Home Program or Inpatient Services Programs 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 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 acknowledges and agrees that he or she 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 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 shall cooperate and, in a timely manner, provide any and all information and make such disclosures with respect to the Facility, Home Program and/or Inpatient Services Programs and the services provided by Consultant pursuant to this Agreement as Company may request: (a) in connection with administration of the Facility, the Home Program, 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 shall represent and warrant that all such information and/or disclosures are truthful and accurate to the best of his or her knowledge. In the event that Consultant 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 provides the necessary information or disclosures as required herein. Once Consultant has 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 Consultant and shall ensure that he or she 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 Consultant.

#### 3.04 Consultant's Representation Regarding Referral Source Relationships

Consultant hereby represents and warrants to Company that Schedule D 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-in-law, 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 D 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 Facility, the Home Program and the Inpatient Services Programs as applicable. Without limiting the foregoing, Company agrees as follows:

4.01.1 For the time period that the Facility and the Home Program are in operation, to operate the Facility, the Home Program and Inpatient Services 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 Facility, the Home Program 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 Facility, the Home Program 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 with the use of one office at the Facility provided solely for the purpose of assisting in the performance of the services described herein. Consultant agrees not to use such office space for any other purpose including use by Consultant for his or her private medical practice. Notwithstanding the foregoing, Consultant may enter into a

sublease with Company, at Company's sole discretion, to use such space for purposes related to Consultant'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 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 within the scope of this Agreement, but not for errors or omissions caused or alleged to be caused by Consultant 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 Facility and the Home Program. 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 One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00), 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 shall increase on each anniversary of the Commencement Date by two percent (2%) over the Fee then in effect.

5.01.5 If this Agreement applies to more than one Facility, Home Program or Inpatient Services Program and is terminated with respect to one or more Facility ("Terminated Facility"), Home Program ("Terminated Home Program") or an Inpatient Services Program ("Terminated Inpatient Services Program") but remains in full force and effect with respect to the remaining Facility, Home Program 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 Facility ("Facility Termination Date"), Home Program ("Home Program Termination Date") or the Inpatient Services Program ("Inpatient Services Program Termination Date"). The Adjusted Fee is to reflect fair market value for the services rendered hereunder with respect to the remaining Facility, Home Program and/or Inpatient Services Programs in light of the expected decrease in work load due to removal of the Terminated Facility, Home Program and/or Inpatient Services Programs from the

Agreement and/or an increase in workload, if any, at the remaining Facility, Home Program and/or Inpatient Services Programs. The Adjusted Fee shall be considered the Fee for purposes of this Agreement as of the Facility Termination Date, Home Program Termination Date or the Inpatient Services Program Termination Date and thereafter.

5.01.6 If the parties are unable to reach agreement as to the Adjusted Fee as described in Section 5.01.5 above on or before (a) the Facility, Home Program, or Inpatient Services Program Termination Date 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.

5.01.7 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.

5.01.8 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 Program or Inpatient Services Programs, or any other item or service furnished by the Facilities, the Home Program or 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 he or she shall not be entitled to payment hereunder until such time as he or she completes and submits to Company the W-9 form attached hereto as Schedule E 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 F, 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 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 the Facility, 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 Restricted Period – shall mean the term of this Agreement (which shall include any extension of such term through course of conduct or otherwise) plus two (2) years thereafter. The parties agree that in the event of a violation by Consultant 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 ceases such violation; or (b) through and including the date of the final determination of a court that Consultant 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.

6.01.6 Restricted Territory – shall mean the geographic area within a thirty (30) mile radius in any direction (as measured in a straight line) of any Facility and Inpatient Services Programs.

## 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 from engaging in the practice of medicine and charging fees for administering such professional medical services to patients, (b) shall not require Consultant to admit individuals to, or refer any other business to, the Facility, Home Program, Inpatient Services Program, Company or its Affiliates, (c) shall not require Consultant to prescribe, utilize or purchase any items or services from any Facility, Home Program, Inpatient Services Programs, Company or its Affiliates, and (d) shall not restrict Consultant 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 covenants and agrees that he or she 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.

6.03.2 Consultant hereby represents, covenants and agrees that he or she does 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 acknowledges that in the course of performing the duties contemplated by this Agreement, Consultant 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 shall not, nor shall his/her 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 is so required to disclose any Confidential Information of Company or its Affiliates, Consultant 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 represents, covenants and agrees that he or she hereby assigns 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 he or she authors, discovers, designs, or perfects in the course of his or her work under this Agreement and hereby agrees 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 agrees 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 agrees represents Confidential Information of Company and its Affiliates. Accordingly, throughout the Restricted Period, Consultant agrees 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 Physicians in Consultant's Practice

Except as explicitly set forth with respect to a Temporary Medical Director as described in Section 3.01.3, Consultant agrees to cause each physician who, subsequent to the execution of this Agreement, becomes employed by, partnered with or otherwise affiliated with Consultant and provides Medical Director services to the Facility and/or the Home Program or assists Consultant in the provision of Medical Director services under this Agreement, to promptly execute a Joinder Agreement. Such physician shall, for purposes of this Agreement, be deemed a "Joined Physician" and all provisions in this Agreement applicable to Consultant shall be deemed applicable to such Joined Physician. 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 Joined Physicians

Any Joined Physician subsequently ceases to be part of Consultant's practice (e.g., by leaving the employ of, or no longer being affiliated with, Consultant) during the Restricted Period shall be deemed a "Former Joined Physician." Each Joined Physician agrees that, in the event that he or she becomes a Former Joined Physician, the provisions of Section 6 shall still apply to such physician as if he or she was still a Joined Physician. Notwithstanding the foregoing, the parties agree that, in the event that a Joined Physician becomes a Former Joined 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 Joined Physician. Company and each

Joined Physician agree that if such physician violates the covenants contained in this Section 6 while he or she is a Former Joined 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 Joined Physician ceases such violation, or (b) through and including the date of the final determination of a court that Former Joined 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 has carefully considered the nature and extent of the restrictions placed upon him/her and the rights and remedies conferred upon Company and its Affiliates under this Agreement, and Consultant hereby acknowledges and agrees 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 from practicing medicine or nephrology in the community where he or she currently practices, 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.

6.09.2 Consultant acknowledges and agrees 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 breaches any of the terms of said Restrictive Covenants, and that in the event of Consultant's actual or threatened breach of any such Restrictive Covenant, Company and its Affiliates will have no adequate remedy at law. Consultant accordingly agrees that in the event of any actual or threatened breach by him/her 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 which is 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.

7.02.3 Exclusion or suspension of Consultant 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, 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 Company decides to sell the Facility, Home Program and/or Inpatient Services Program. If this Agreement applies to more than one Facility, Home Program or Inpatient Services 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 the 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 the Facility. The parties acknowledge and agree that Company shall use its independent business judgment when determining whether to close the 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.

7.06 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 the Home Program and/or 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, (3) upon exclusion or suspension of Company from participating in federal health care programs, including but not limited to Medicare or Medicaid, or (4) upon 180 days prior written notice to Company that Consultant will be relocating outside the State of Washington and Consultant does become a resident of another state.

7.07.2 Company shall only compensate Consultant for services rendered through the date of termination.

### 8. EXCLUSIVE USE OF FACILITY RESOURCES

Consultant acknowledges that the space at the Facility and the Home Program, and the supplies, equipment and time/services of the employees of the Facility, Home Program and/or Inpatient Services Programs shall be utilized by Consultant exclusively (a) for the provision of dialysis services to patients of such Facility, Home Program or Inpatient Services Program, and (b) for the provision of services hereunder. No portion of any space at the Facility and/or the Home Program, nor the supplies, the equipment or the time/services of any employee of the Facility, Home Program or an Inpatient Services Program, shall at any time be utilized by

Consultant for his/her private medical practice or for any other purpose not expressly set forth in this Agreement. Notwithstanding the foregoing, Consultant 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 private medical practice or for other lawful purposes.

9. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or assign or subcontract any of his/her 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 the Facility, 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)(1)(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:

QualiCenters Inland Northwest L.L.C  
c/o Fresenius Medical Care North America  
920 Winter Street  
Waltham, Massachusetts 02451-1457  
Attention: Law Department

Notice to Consultant: **PERSONAL & CONFIDENTIAL**

Fareed Arif, M.D.  
1700 Castillo Court  
Richland, WA 99352

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 acknowledges having received a copy of the Code of Conduct and understands that the Code of Conduct, and any revisions to it, is applicable to the position of Medical Director of the Facility, Home Program and Inpatient Services Programs and the provision of services hereunder. Consultant hereby agrees 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, Consultant and his/her agents and employees, and any property of any kind whatsoever, and to whomsoever belonging, from any causes whatsoever arising out of or through the negligence or other misconduct of Consultant or his/her 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 or his/her agents or employees, or the breach by Consultant 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 negligence or other misconduct of Company, or its Affiliates or employees. Company hereby covenants and agrees to indemnify, defend and hold harmless Consultant 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 is under no obligation or commitment, contractual or otherwise, that would prohibit or prevent him/her from entering into this Agreement, and (b) 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.

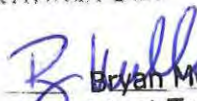
27. EFFECTIVE DATE

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.

QUALICENTERS INLAND  
NORTHWEST LLC

  
Name: Bryan Mello  
Title: Assistant Treasurer  
Date: 7/3/14

FAREED ARIF, M.D.

  
Name: FAREED ARIF  
Date: 06/30/2014  
NPI Number: 1073416611  
Social Security Number: 103-88-2968

## **SCHEDULE A**

### **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>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>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.
  - 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 co-pays 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 in-center 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 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 B**

### **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  $\text{UltraScore} = \text{Sub-score} + 100(1 - \text{SMR})$ . For Facilities with  $\text{SMR} \geq 2.0$  (twice the average mortality), the maximum impact will be a subtraction of 100 points. For facilities with  $\text{SMR} = 0$ , the maximum impact will be an addition of 100 points.

## SCHEDULE C-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 given month.

| Tasks                                                                                                                 | <u>Month</u> | <u>Month</u> | <u>Month</u> |
|-----------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|
| A. Continuous Quality Improvement Functions                                                                           |              |              |              |
| 1. 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 |              |              |              |

|                                                                                                 |  |  |  |
|-------------------------------------------------------------------------------------------------|--|--|--|
| 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                                                 |  |  |  |
| l. 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                                                                       |  |  |  |
|                                                                                                 |  |  |  |
| 1. OSHA safety review                                                                           |  |  |  |
| 2. CMS or State survey activities                                                               |  |  |  |
| a. Participate in meeting with surveyor                                                         |  |  |  |



|                                                                                                                        |  |  |  |
|------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 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                                                                                               |  |  |  |
| 1. 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                                                                                                            |  |  |  |
| 2. Provision 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 C-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.

| <b>Tasks</b>                                                                                                                                                                                                                                                                                                | <b><u>Month</u></b> | <b><u>Month</u></b> | <b><u>Month</u></b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| <b>A. Inpatient Services Programs</b>                                                                                                                                                                                                                                                                       |                     |                     |                     |
| 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                                                     |  |  |  |

|                                                                                                                        |  |  |  |
|------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 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.*

|                                                                                                                                                                                                                                                                                                                                                                             |                     |                     |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| <i>B. Consulting and Other Activities</i>                                                                                                                                                                                                                                                                                                                                   | <u><i>Month</i></u> | <u><i>Month</i></u> | <u><i>Month</i></u> |
| <i>1. Identification of under-served patient populations, new markets, growth and development, and new business opportunities</i>                                                                                                                                                                                                                                           |                     |                     |                     |
| <i>2. Assistance in activities associated with the organization and development of a new unit, including site location and staffing approval process</i>                                                                                                                                                                                                                    |                     |                     |                     |
| <i>3. Participation in Certificate of Need matters</i>                                                                                                                                                                                                                                                                                                                      |                     |                     |                     |
| <i>a. Participate in CON board hearings</i>                                                                                                                                                                                                                                                                                                                                 |                     |                     |                     |
| <i>b. With FMCNA staff, education of CON board members on dialysis issues</i>                                                                                                                                                                                                                                                                                               |                     |                     |                     |
| <i>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</i> |                     |                     |                     |
| <i>6. Participation in business activities related to improving cost-efficiency, productivity, and overall facility management</i>                                                                                                                                                                                                                                          |                     |                     |                     |
| <i>7. Interaction and communication with managed care organizations and other health plans</i>                                                                                                                                                                                                                                                                              |                     |                     |                     |
| <i>a. Assistance to FMCNA staff in fulfilling documentation requirements of each organization</i>                                                                                                                                                                                                                                                                           |                     |                     |                     |

|                                                                            |  |  |  |
|----------------------------------------------------------------------------|--|--|--|
| <i>b. Completion of administrative requirements of each organization</i>   |  |  |  |
| <i>8. Other tasks required under the Agreement but not described above</i> |  |  |  |

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**

**REFERRAL SOURCE RELATIONSHIPS**

**SCHEDULE E**

**W-9 FORM**



# Request for Taxpayer Identification Number and Certification

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                        |                                         |
|                                                       | Business name, if different from above                                                                                                                                                                                                                                                                                                                           |                                         |
|                                                       | Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶-----<br><input type="checkbox"/> Other (see instructions) ▶----- | <input type="checkbox"/> Exempt payee   |
|                                                       | Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                  | Requester's name and address (optional) |
|                                                       | City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                        |                                         |
| List account number(s) here (optional)                |                                                                                                                                                                                                                                                                                                                                                                  |                                         |

## Part Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                                     |
|-----------------------------------------------------|
| Social security number<br>: :<br>: :<br>: :         |
| or                                                  |
| Employer identification number<br>: :<br>: :<br>: : |

## Part Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
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 backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

## General Instructions

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

### Purpose of Form

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,
- 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,

## **SCHEDULE F**

### **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 #:

**Exhibit 10A.**  
**Lease Agreement**

# **LEASE AGREEMENT**

**BY AND BETWEEN**

**P & L Land Company, LLC,  
an Oregon Limited Liability Company**

**("LANDLORD")**

**AND**

**QUALICENTERS INLAND NORTHWEST LLC,  
A COLORADO LIMITED LIABILITY COMPANY  
d/b/a FRESENIUS MEDICAL CARE COLUMBIA BASIN**

**("TENANT")**

**DATED: OCTOBER 26, 2015**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 26 day of October, 2015 by and between P & L Land Company, LLC, an Oregon LLC ("Landlord"), and QualiCenters Inland Northwest LLC, a Colorado limited liability company, d/b/a Fresenius Medical Care Columbia Basin ("Tenant").

### ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING

1.1. Construction of Shell Building. Using Nelson & Morris, Costa Mesa, CA, a design-build contractor, or another contractor reasonably acceptable to Landlord and Tenant, Landlord shall, at Landlord's sole cost and expense construct a building and certain improvements in substantial accordance with the specifications shown and detailed in Exhibit B and the Construction Drawings (as defined in Section 1.3), with such minor variations as Landlord may deem advisable and with such construction sometimes hereinafter referred to as "Landlord's Work".

The Building shall contain approximately 11,000 square feet to be leased hereunder to Tenant (the "Premises" or "Building") on the property commonly known as 6600 W. Rio Grande Ave, Kennewick, WA (Assessor's Tax Parcel No: 1-3299-103-0000-016) (the "Property"). The Premises and Property are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

1.2. Commercially Reasonable Efforts Required; Substantial Completion. Attached hereto as Exhibit B-1 is the estimated development construction forecast schedule related to Landlord's Work ("EDCFS"). In the event any date or dates change in the EDCFS, Landlord shall provide Tenant within 3 days of such change an updated and revised EDCFS. Landlord shall use its best efforts and take all commercially reasonable steps to Substantially Complete (as hereinafter defined) Landlord's Work per the Work Schedule set forth below. For purposes of this Lease, "Substantial Completion" of Landlord's Work shall occur when (i) Landlord's work is complete in accordance with Tenant's specifications attached hereto as Exhibit B, (ii) the applicable local governmental authority issues appropriate Certificate[s] for Landlord's Work, if applicable, and (iii) Landlord secures all other required permits and approvals from governmental authorities having jurisdiction over the Building. Landlord shall endeavor to provide Tenant thirty (30) days prior written notice of the Delivery Date.

#### Work Schedule

| EDCFS No. | Timeframe                                                                   | Development Task                                                                                                               |
|-----------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1     | Within 120 days of Lease execution pursuant to Section 26.21 of this Lease. | Landlord shall close on the Property and confirm said closing to Tenant in writing, as required in Section 26.21 of this Lease |
| 1.2.2     | Within 20 days of Lease execution                                           | Landlord shall develop site plan ("Site Plan") for Tenant approval.                                                            |
| 1.2.3     | Within 5 days from receipt of Site Plan                                     | Tenant shall comment on or approve Site Plan                                                                                   |
| 1.2.4     | Within 10 days from Tenant's approval of the Site Plan                      | Tenant shall provide approved floor plan for its Premises showing grid, column, window, door and utility                       |

|               |                                                                                                                                           |                                                                                                                                                                                                              |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                                                                                                                                           | placement ("Approved Floor Plan")                                                                                                                                                                            |
| <b>1.2.5</b>  | Within 30 days from receipt of Tenant's Approved Floor Plan                                                                               | Tenant shall provide Landlord its under slab plumbing plans and specifications ("Plumbing Plan")                                                                                                             |
| <b>1.2.6</b>  | Within 45 days of receiving the Approved Floor Plan                                                                                       | Landlord shall complete Construction Drawings ("CD Delivery Date") and present Civil & Shell Engineering Drawings to Tenant                                                                                  |
| <b>1.2.7</b>  | Within 5 business days of CD Delivery Date ("CD Approval Date")                                                                           | Tenant's shall comment on or approve Construction Drawings                                                                                                                                                   |
| <b>1.2.8</b>  | Within 2 days from the later of (i) the CD Approval Date (subject to provisions of Section 1.3) or (ii) Receipt of Tenant's Plumbing Plan | Landlord shall submit for all applicable building permits to accomplish Substantial Completion Landlord's Work                                                                                               |
| <b>1.2.9</b>  |                                                                                                                                           | Landlord obtains all necessary building permit ("Building Permit")                                                                                                                                           |
| <b>1.2.10</b> | Within 5 days from issuance of Building Permit                                                                                            | Landlord shall break ground on construction of Building                                                                                                                                                      |
| <b>1.2.11</b> | Within 120 days of the date that the Building Permit is issued by City of Kennewick,                                                      | Landlord to deliver to Tenant the Building with the work identified as "EAD Work" on <u>Exhibit B</u> completed ("Early Access Date") so that Tenant may commence construction of the Leasehold Improvements |
| <b>1.2.12</b> | Within 60 days of the Early Access Date, ("Delivery Date").                                                                               | Landlord shall substantially complete all Landlord Work and deliver Premises to Tenant with Landlord's Work Substantially Complete                                                                           |

If on the Delivery Date there should remain items of Landlord's Work to be completed, Landlord and Tenant shall within ten (10) business' days from the Delivery Date prepare a written list (the "Punch List") of such uncompleted items. Landlord agrees to complete the Punch List item(s) with all due diligence and in no event later than thirty (30) days from the Delivery Date. In the event Landlord does not complete said "Punch List" items within said thirty (30) day period, said failure shall be considered an immediate Landlord default and Tenant shall have the right, without waiving of any other rights Tenant may have, to cure such default pursuant to Section 17.4 below, upon three (3) days written notice to Landlord.

Subject to the delivery of the Punch List, Tenant shall be deemed to have accepted the Premises and Landlord's Work shall be deemed to have been completed in accordance with the terms of this Lease, unless Tenant notifies Landlord in writing within ten (10) days after the Delivery Date as to any Punch List item(s), Tenant waives any claim as to matters not listed in said notice.

### 1.3. Construction Drawings.

Landlord shall, in accordance with the Site Plan attached hereto as Exhibit B-2, and the Approved Floor Plan attached hereto as Exhibit B-3, prepare and furnish to Tenant, at Landlord's sole cost and expense, in compliance with applicable laws, statutes, ordinances and codes, with construction drawings (which plans shall be consistent with the specifications shown on Exhibit B) ("Construction Drawings") for the construction of Landlord's Work. A schedule identifying each approved drawing or document constituting a part of the Construction Drawings is attached hereto as Exhibit B-4.

1.4. Cooperation. Landlord and Tenant shall in good faith review and approve (or disapprove), process and perform any obligation pursuant to this Lease concerning approval of plans, or concerning the construction of Landlord's Work with all due diligence and reasonable speed including, without limitation, approvals, reviews, shop drawings, change orders, subcontractor bids, value engineering, and inspections, with the objective of facilitating the construction of Landlord's Work as quickly as reasonably possible.

1.5. Changes to the Construction Drawings/Unforeseen Conditions.

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

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

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

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

(c) If Tenant's Project Manager approves the change and the increased cost, then, at Tenant's option, [EITHER] the cost of this and all such changes shall be totaled and converted into an increase in the Base Rent using the agreed Rent Capitalization Factor of 8.25% and this lease shall be amended accordingly no later than ten (10) days after the Delivery Date [OR] Landlord shall invoice the Tenant directly for payment, which shall be provided within thirty (30) days.

(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), Landlord notifies Tenant in writing of the extent of and reasons for such delay, then the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by the changes.



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

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

- (i) Collect liquidated damages from Landlord in the amount of Three Hundred Dollars (\$300.00) 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) 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 does not does not Substantially Complete Landlord's Work within 365 days from the date of this Lease.

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. In the event of a Tenant Delay, the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by Tenant.

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



1.9. Leasehold Improvements. Tenant shall submit plans and specifications for its initial improvements (“Leasehold 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 Leasehold Improvements. During the construction of the Leasehold Improvements, Tenant shall submit all changes to its plans and specifications to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within five (5) business days of Tenant’s request.

1.9.1. Construction Requirements. Tenant shall obtain all building and other permits or licenses required for the work. The Leasehold Improvements shall be constructed in a good and workmanlike manner using quality materials, and using licensed and insured contractors. Promptly after completion of the Leasehold Improvements, Tenant shall procure such certificate[s] as may be available for the Premises from the applicable authorities, certifying satisfactory completion of Leasehold Improvements. 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 Leasehold Improvements.

1.10. Tenant Under Slab Plumbing. As part of Landlord’s Work, Tenant may request that Landlord install under slab plumbing at the Premises (“Plumbing”) per Tenant’s plans and specifications (“Plumbing Plans”) and at the Tenant’s sole cost and expense. Within thirty (30) days after Landlord notifies Tenant that Landlord has obtained the Shell Building Permit, Tenant may submit the Plumbing Plans to Landlord. Within twenty (20) days of Landlord’s receipt of the Plumbing Plans, Landlord shall notify Tenant of the cost for the installation of the Plumbing. If Tenant elects to have the Landlord install the Plumbing, Tenant must notify Landlord within ten (10) days after Landlord has notified Tenant of the cost of such installation. Prior to the commencement of the Plumbing, Tenant must inform Landlord whether Tenant elects to: (i) pay the Landlord’s Contractor directly for the Plumbing once the work has been completed, or (ii) have the cost of the Plumbing included in the Base Rent per section 3.1.1 of the Lease.

## ARTICLE 2 – LEASE OF PREMISES; TERM

2.1. Lease of Premises. The term of this Lease shall be for fifteen (15) years (“Initial Term”) commencing on the date that is the earlier of i) ninety (90) days from the Delivery Date, or ii) the date Tenant commences to treat patients at the Premises (the “Commencement Date”), and terminating on the last full calendar month of the Initial Term. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit C attached to this Lease, in order to confirm and memorialize the Commencement Date.

2.2. Options to Extend Term. Landlord hereby grants to Tenant three (3) consecutive options to extend the term of this Lease (each a “Renewal Option”) each for a period of five (5) years (each an “Option Term”). The lease of the Premises for each Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for 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 180 days prior to the expiration of the then current term. In the event Tenant fails to exercise a Renewal Option within 30 days of expiration of a lease term as set forth herein, Landlord must notify Tenant that Tenant has failed to exercise said Renewal Option. Tenant shall then have an additional thirty (30) days from its receipt of Landlord's notice to exercise the Renewal Option. 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.**

During the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

| Lease Year | Monthly Base Rent Amount | Annual Base Rent Amount |
|------------|--------------------------|-------------------------|
| 1          | \$27,500.00              | \$330,000.00            |
| 2          | \$28,050.00              | \$336,600.00            |
| 3          | \$28,611.00              | \$343,332.00            |
| 4          | \$29,183.22              | \$350,198.64            |
| 5          | \$29,766.88              | \$357,202.61            |
| 6          | \$30,362.22              | \$364,346.67            |
| 7          | \$30,969.47              | \$371,633.60            |
| 8          | \$31,588.86              | \$379,066.27            |
| 9          | \$32,220.63              | \$386,647.60            |
| 10         | \$32,865.05              | \$394,380.55            |
| 11         | \$33,522.35              | \$402,268.16            |
| 12         | \$34,192.79              | \$410,313.52            |
| 13         | \$34,876.65              | \$418,519.79            |
| 14         | \$35,574.18              | \$426,890.19            |
| 15         | \$36,285.67              | \$435,427.99            |

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment of Base Rent shall be made to Landlord at the address specified in Section 26.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

**3.2. Base Rent for Option Terms.** Base Rent for the first year of each Option Term shall be equal to an amount that is the Base Rent paid during the 12-month period immediately preceding the commencement of the applicable Option Term increased by 2%. Thereafter, Base Rent shall increase annually by 2% for the remainder of the Option Term.

**3.3. Late Payment of Base Rent and Late Fee.** If Landlord does not receive any payment of Base Rent within five (5) days after that Rent is due, Tenant shall pay a late fee equal to 5% of the Base Rent and interest shall accrue on such unpaid Base Rent at the rate of ten percent (10%) per

annum until fully paid by Tenant. Failure to pay the Late Fee or accrued interest within 10 days after demand therefor, shall constitute a default in the lease.

3.4 Additional Rent. All taxes, insurance costs, utility charges, etc., which Tenant is required to pay by this Lease, and any other sum which Tenant is required to pay to Landlord or third parties shall be additional rent.

#### ARTICLE 4 - USE AND COMPLIANCE WITH LAWS

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

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

4.3. Compliance with ADA. Landlord shall be responsible for compliance with the Americans with Disabilities Act [ADA] for all common areas, entryways, sidewalks, and exterior and structural portions of the Building. Tenant shall be responsible for compliance with the ADA for any alterations or Tenant improvements which Tenant makes within the Premises. Tenant shall notify Landlord immediately of any claim against Tenant or other notice involving an alleged violation of the ADA.

4.4 Waiver. Landlord may condition its consent to installation of a work of visual art in the Leased Premises by Tenant, as defined in the Visual Artists Rights Act of 1990 [VARA], on Tenant's delivery to Landlord of a written waiver of moral rights under VARA executed by the artist and to be executed by Landlord acknowledging that the work may be subject to destruction upon removal.

#### ARTICLE 5 – ALTERATIONS; TENANT'S RIGHT TO EXPAND

5.1. General. Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 5.2 of this Lease. In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its

business. Tenant may also install a television or satellite antenna on the roof of the Premises, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment.

5.2. Alterations; Notification to Landlord Required. Notwithstanding anything contained in Section 5.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date without prior written consent from the Landlord. Tenant shall be responsible for all costs associated with an Alteration that:

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

5.3. Compliance with Laws and Insurance Requirements. Tenant shall ensure that its construction of all Alterations complies with all Laws and any applicable requirements. Tenant shall obtain all permits that may be required by any governmental entity having jurisdiction over the Premises. Tenant shall maintain such insurance as Landlord deems reasonably appropriate during any such construction.

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

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

5.6. Expansion Right. During the Lease Term, Tenant shall have the right, subject to Landlord's approval which shall not be unreasonably withheld, upon no less than thirty (30) days written notice to Landlord, to expand the square footage of the Building, parking areas, and/or the Premises, as the case may be, up to the maximum extent allowed by local zoning, building, and other requirements. Subject to the terms and conditions contained herein, Landlord shall have the option to either perform construction of the work required by Tenant at Landlord's sole cost and expense or allow Tenant to perform such work. Landlord shall give written notice of its election to Tenant within fifteen (15) days of receipt of Tenant's written notice. In the event that Landlord elects to perform the work, Landlord and Tenant shall negotiate an incremental increase in the Base Rent based on the cost of the expansion. In the event that Landlord and Tenant are unable to mutually agree upon the incremental increase in Base Rent on or before the date the relevant governmental authority issues a building permit, then Tenant shall have the right to commence work on the expansion at its sole cost and expense with no incremental increase to Base Rent for the remainder of the Lease Term, except that Base Rent shall be increased pro rata to reflect any additional costs that Landlord bears, or income that Landlord

may forego, as a result of Tenant's expansion. For example, if the expansion mandates additional HVAC capacity, which Landlord installs at Landlord's expense, Tenant shall reimburse Landlord for such costs.

## ARTICLE 6 - REPAIRS AND MAINTENANCE

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

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

(a) Except as provided in 6.1, without expense to Tenant, maintain and make all necessary repairs and/or replacements to the exterior and structural portions of the Property, Building and Premises, including, without limitation: foundations, including the slab, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings.

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

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

(i) Payment of Estimated Maintenance Expenses. On or before December 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"). Such Expenses shall include Landlord's reasonable cost to manage the property, the amount of which shall not exceed \$5,000 per year, adjusted each year on the lease anniversary date to reflect the increase in the CPI-All Urban Consumers, and Tenant shall pay to Landlord, Landlord's estimate of Maintenance Expenses each month together with Tenant's payment of Base Rent.

(ii) Annual Reconciliation of Maintenance Expenses. On or before April 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) Landlord's Books and Records; Tenant's Audit Rights. Upon written notice to Landlord, Tenant and/or its authorized representatives may examine, inspect, audit, and copy the records of Landlord concerning Maintenance Expenses for the two (2) prior calendar years of the Lease Term at Landlord's office during normal business hours. If Tenant's audit reveals that Landlord overstated the actual Maintenance Expenses any calendar year, Tenant shall submit a written claim to Landlord ("Tenant's Audit Claim") that shall describe in detail how the Maintenance Expenses have been overstated. If Tenant's audit reveals that the Maintenance Expenses taken as a whole were overstated by at least five percent (5%), Landlord shall pay for Tenant's reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs.

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

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

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

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

over Landlord's commercially reasonable determination of the useful life of that capital improvement or replacement in accordance with Generally Accepted Accounting Principles.

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

## ARTICLE 7 - COVENANT AGAINST LIENS

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

## ARTICLE 8 - ENTRY BY LANDLORD

8.1. Landlord's Access to Premises. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last 180 days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 11 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

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

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

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

## ARTICLE 9 – HVAC, UTILITIES AND SERVICES

9.1. HVAC. Landlord, at its own expense, shall install heating and air conditioning equipment to serve the Premises ("HVAC") to provide heating and air conditioning services to the Premises on a 24-hour-a-day, 7-day-a-week basis at an industry accepted temperature and at an air flow required by the stricter of (a) any applicable building codes; or (b) Tenant's specifications as attached hereto as Exhibit B. Tenant shall be responsible for the installation of ductwork for and regular maintenance of the HVAC. Tenant may, at its sole cost and expense, hire an independent licensed contractor to perform such installation and maintenance. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, be responsible for repairs to or replacement of the HVAC if such repair exceeds the cost of Five Thousand Dollars (\$5,000.00) or more.

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

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



addition, Landlord may not seek reimbursement from Tenant due to an adjustment in utility costs or charges that are more than two (2) years old.

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

## ARTICLE 10 - TAXES

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

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

10.2. Payment of Tax Expenses. Tenant shall pay before due all Tax Expenses assessed against the Property. Tenant shall have the right to make arrangements with all relevant taxing authorities so that tax bills are sent directly to Tenant. In the event Tenant makes such arrangements, Tenant shall promptly provide Landlord a copy of all such tax bills sent directly to Tenant. At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

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

## ARTICLE 11 – INSURANCE

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

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

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

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

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

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

Tenant shall reimburse Landlord for Landlord's costs associated with the insurance premiums (but not deductibles) for the insurance contained in Section 11.2.

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

## ARTICLE 12 - HAZARDOUS MATERIALS; MEDICAL WASTE

12.1. Definition of Hazardous Materials. Hazardous Materials shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United

States of America, the state in which the Property is located, or any local governmental authority having jurisdiction over the Building, and shall include:

- (a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);
- (b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);
- (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement;
- (d) Petroleum products, asbestos containing materials ("ACM's") in any form or condition, and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and
- (e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

12.2. Representations and Warranties of Landlord. Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, (b) Landlord has provided Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate to the existence of Hazardous Materials including, without limitation, a Phase I Study, and (c) Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

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

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

12.5. Remediation Obligations. If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that

existed before the introduction of such Hazardous Material. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 12.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than one (1) business day, Base Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises.

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

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

## ARTICLE 13 - INDEMNIFICATIONS

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

13.2. Indemnification by Landlord. Landlord agrees to indemnify and hold Tenant harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord including Landlord's Work, breach of any of the

terms and conditions of this Lease, or the negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

## **ARTICLE 14 - DAMAGE AND DESTRUCTION**

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

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

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

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

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

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

## ARTICLE 15 - CONDEMNATION

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

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

## ARTICLE 16 - ASSIGNMENT AND SUBLEASING

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

16.2. Restricted Transfers by Tenant. Except as provided in Section 16.3 of this Lease, Tenant shall not 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. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available.

16.2.1. Standard of Landlord's Reasonableness. It shall not be deemed unreasonable for Landlord to withhold consent to subletting or assignment by Tenant under this Lease if Landlord in its sole judgment determines that the proposed transferee (a) is of a character or is engaged in a business which is not in keeping with Landlord's standards for the Property, as determined solely by Landlord; (b) has a use which conflicts with the general character of the Property; (c) does not meet the then current commercially reasonable financial standards required by Landlord; or (d) is unacceptable because Tenant is in default beyond any applicable cure period under this Lease at the time of the request for Landlord's consent. Consent given by Landlord to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting.

16.2.2. Release of Tenant. If Landlord consents to any Restricted Transfer, Tenant and any guarantor of this Lease shall not be released from liability under this Lease accruing after the date of the Restricted Transfer, unless otherwise agreed to by Landlord in writing.

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

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

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

## **ARTICLE 17 - DEFAULTS AND REMEDIES**

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

- (a) Tenant's failure to pay when due any Base Rent or any other monetary obligation required to be paid under this Lease if the failure continues for ten (10) days after Tenant's receipt of written notice of its failure from Landlord to Tenant; provided such notice need not be given more than twice in any calendar year;
- (b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days, Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure as soon as reasonably possible;
- (c) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or
- (d) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.
- (e) Failure of Tenant for to occupy the Premises for thirty (30) consecutive days or more without Landlord's consent for one or more of the purposes permitted under this Lease shall be an abandonment of the property.

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

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages under this Lease enter upon and take possession of the Premises and expel or remove Tenant from the Premises or any part thereof, without being liable for prosecution or any claim or damages therefore;
- (b) Recover from the following sums from Tenant:
  - (i) any unpaid rent which has been earned at the time of such termination plus accrued interest thereon at the rate ten percent (10%) per annum; plus
  - (ii) the net present value, using a discount rate of ten percent (10%), 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;
  - (iv) Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- (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 ten percent (10%) 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.
- (e) The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to Landlord under applicable law.

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

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 17.3, Tenant shall have the right to exercise its rights pursuant to Section 17.4 of this Lease in the event that Tenant provides Landlord with written



notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within seven (7) business days.

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

- (i) Interest shall accrue on such unpaid amounts at the rate of ten percent (10%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate; and
- (ii) Tenant may deduct the full cost incurred in curing Landlord's default and any accrued interest thereon pursuant to Section 17.4(i) of this Lease from future payments of Base Rent.

## **ARTICLE 18 - HOLDING OVER**

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

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

## **ARTICLE 19 - SURRENDER OF PREMISES**

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

19.2. Removal of Tenant's Trade Fixtures and Personal Property. Tenant shall remove from the Premises all movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant. Tenant's water treatment equipment, process piping, and emergency generator shall be considered 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, Landlord, at

Tenant's sole cost and expense, shall have the right to remove and store Tenant's trade fixtures and personal property in an off-site storage facility. Landlord shall not be liable for any damage caused as a result of such removal, and Tenant shall pay Landlord for its removal and storage expenses within ten (10) days of Landlord's written demand for reimbursement of such expenses.

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

## **ARTICLE 20 - ESTOPPEL CERTIFICATES**

20.1. Obligation to Provide Estoppel Certificates. Within twenty-one (21) days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction.

## **ARTICLE 21 - SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT**

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

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

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

## ARTICLE 22 - FORCE MAJEURE

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

## ARTICLE 23 - SIGNS

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

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

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

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

## ARTICLE 24 - PARKING

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

## ARTICLE 25 - BROKERS

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

## ARTICLE 26 - MISCELLANEOUS PROVISIONS

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

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

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

26.4. No Waivers. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing, and such written waiver shall affect only the provision(s) specified and only for the time and in the manner stated in the writing.

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

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

26.7. Recording—Memorandum of Lease. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and

deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

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

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

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

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

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

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

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

26.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent, either by email, but only if there is written acknowledgment of receipt of such email, or 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                      P & L Land Company, LLC  
                                                 2580 31<sup>st</sup> Street  
                                                 Springfield, OR 97477

with a copy to:                      Dean S. Kaufman, Esq.  
                                                 4710 Village Plaza Loop

Eugene, OR 97401

If to Tenant: QualiCenters Inland Northwest LLC  
At the Premises

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

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

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

26.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's use and is not located within the 100 year flood zone.

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

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

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

26.21 Contingencies.

A. Purchase of Property. Landlord and Tenant's obligations hereunder are contingent upon Landlord closing on the purchase of the Property within one hundred twenty (120) days after the full execution of this Lease by both parties (the "Contingency Date"). In the event Landlord has not closed on the Property by the Contingency Date, evidenced by written notice to Tenant from Landlord, Tenant may terminate this lease upon written notice to Landlord of said termination. 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.

B. CON Contingency. Landlord and Tenant understand and agree that the establishment of any chronic 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"), and, thus, Tenant may not establish a dialysis facility on the premises or execute a binding real estate lease in connection therewith unless Tenant obtains a CON from the 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 shall not be binding on either party prior to the approval of the CON. Assuming CON approval is granted, the effective date of the Lease shall be the first day of the calendar month following CON permit approval. In the event that the Department does not award Tenant a CON permit to establish a dialysis center on the Premises within sixty (60) days following the full execution of this Lease, this Lease shall be deemed null and void, neither party shall have any further obligation to the other party with respect to the Lease; provided however, that if the Lease is terminated following said 60-day period, Tenant shall reimburse Landlord an amount not to exceed \$40,000.00 to cover Landlord's reasonable design and construction expenses. Tenant shall reimburse Landlord within 30 days following receipt of applicable invoices and/ or other reasonably supporting documentation. Landlord agrees to keep Tenant informed of any such expenses as Landlord incurs them.

26.22. Existing Lease. Landlord, and Tenant are parties to a Lease Agreement dated July 29, 2009, together with any and all amendments, modification, extensions, etc. thereto (collectively the "Existing Lease"), for the premises consisting of approximately 10,242 rentable square feet (the "Premises") and located at 510 N. Colorado Street, Suite C, Kennewick, Washington 99336. Landlord and Tenant hereby agree that notwithstanding anything to the contrary contained in the Existing Lease, the Existing Lease shall terminate when Tenant commences to treat patients at the Premises

26.23. Payment to Landlord. Within 15 days following the full execution of the Lease, Tenant shall make payment to Landlord in the amount of \$10,000.00 to be used by Landlord for design and design review costs associated with Landlord's construction of the Building.

26.24. Guaranty of Lease. Fresenius Medical Care Holdings, Inc., a New York corporation, shall execute the Guaranty of Lease attached hereto as Exhibit F.

**SIGNATURE PAGE FOLLOWS**

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

**LANDLORD:**

P & L Land Company, LLC



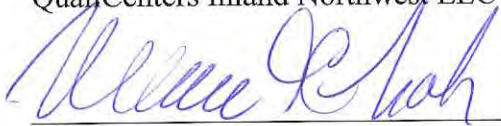
Name:

Title:

*MEMBER*

**TENANT:**

QualiCenters Inland Northwest LLC



Name:

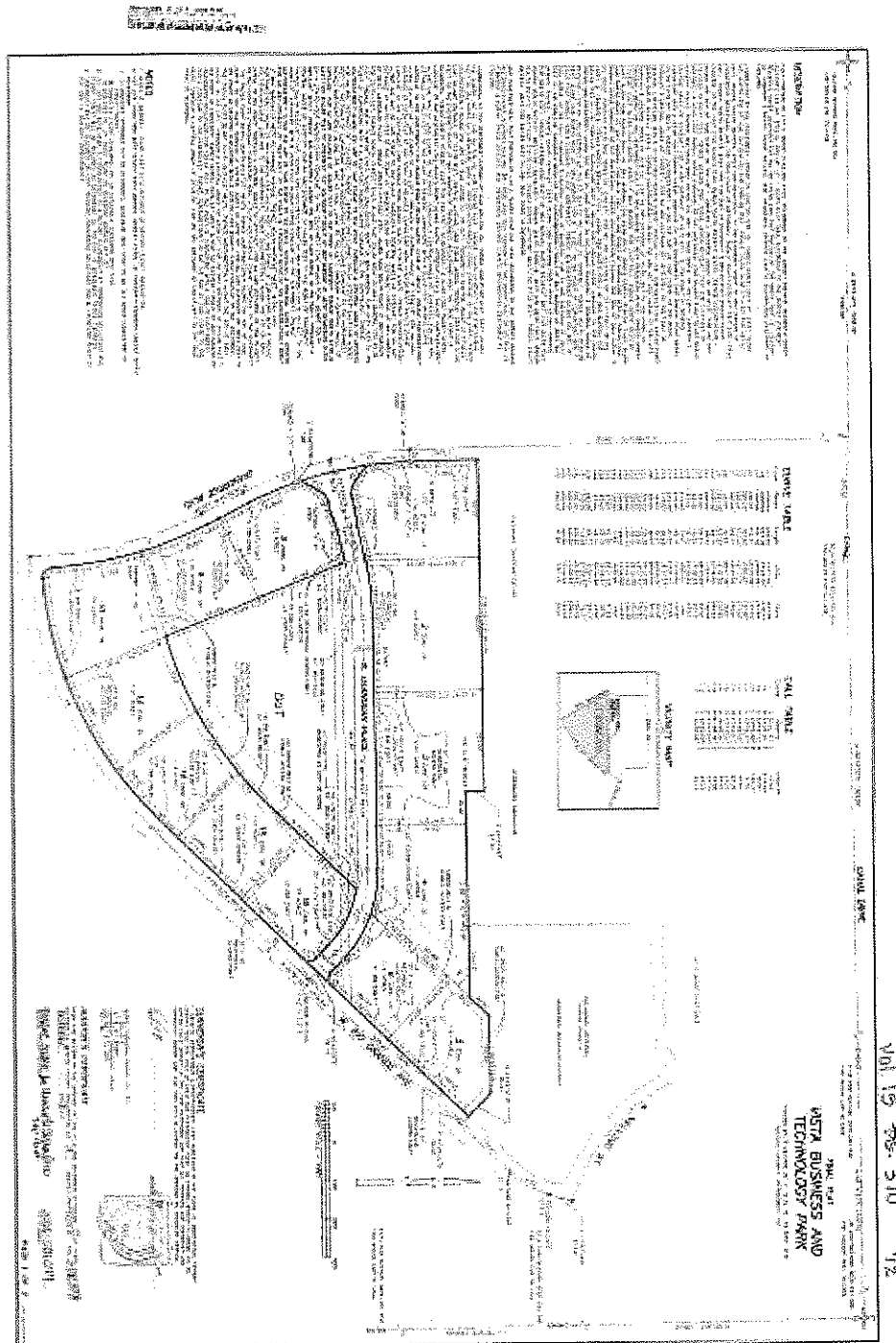
Title:

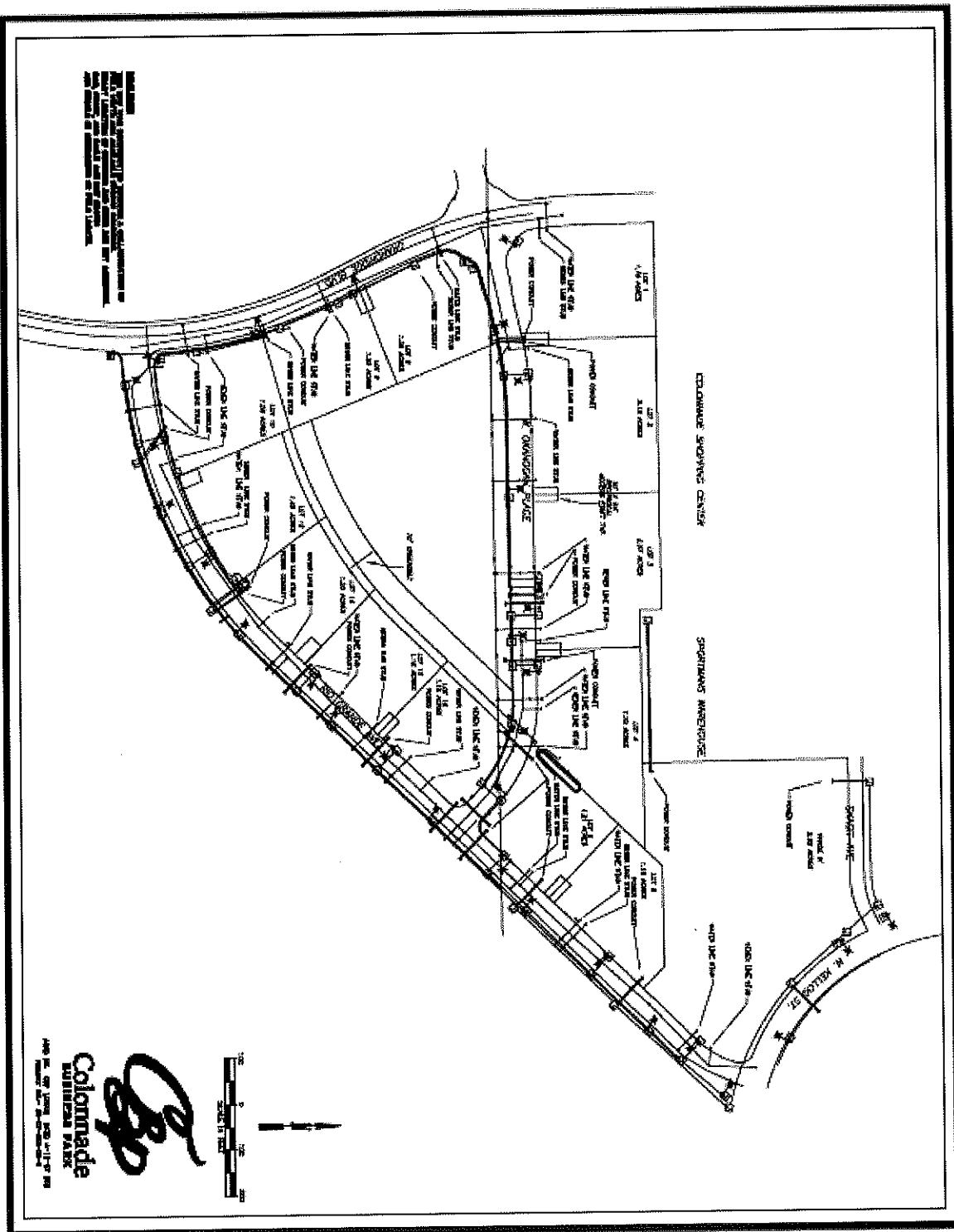
**Maria T. C. Notar  
Assistant Treasurer**



# EXHIBIT A

## PROPERTY, BUILDING, PREMISES





## **EXHIBIT B**

### **IN-CENTER BUILDING SHELL EXHIBIT "PREMISES"**

#### **EARLY ACCESS VERSION**

#### **GENERAL INFORMATION**

A "Building Shell Premises" construction project is one in which Landlord constructs a building shell 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.

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

All plans and construction shall be completed in compliance with all applicable laws, codes, regulations, including zoning requirements and all authorities having jurisdiction. In addition, all plans and construction must meet National Fire Protection Association (NFPA) 101, Life Safety Code 2000 and all other referenced NFPA codes. Landlord will secure any/all required federal, state and/or local inspections for this Building Shell Project. The Landlord is required to have the Tenant's Project Manager involved in but not directly managing the design process, bidding process, selection of the General Contractor and the construction process of the building shell work. Landlord shall provide to tenant all necessary documents for code, regulatory reviews or inspections.



**FMS OUTLINE SPECIFICATIONS**  
**FRESENIUS MEDICAL CARE - NORTH AMERICA**

**RESPONSIBILITY SCHEDULE**

All items listed in red once completed will allow the Tenant's contractor to begin tenant improvement work.

| DOC SECT.       | PHASE | DESCRIPTION                                                      | LL | FMC | TENANT GC | COMMENTS                                                                                |
|-----------------|-------|------------------------------------------------------------------|----|-----|-----------|-----------------------------------------------------------------------------------------|
| 4               | 1     | FINAL BUILDING PLANS                                             | X  |     |           | PROVIDE SET TO FMC FOR REVIEW & APPROVAL PRIOR TO PERMITTING                            |
| 5               | 1     | PERMITS/FEES                                                     | X  |     |           |                                                                                         |
| 7               | 1     | JOB SITE TELEPHONE                                               | X  |     |           |                                                                                         |
| 8.A-8.B;<br>8.D | 1     | CIVIL/SITE DESIGN                                                | X  |     |           | PER FMC SITE DESIGN STANDARDS. PROVIDE TO FMC FOR REVIEW & APPROVAL PRIOR TO PERMITTING |
| 8.C             | 1     | SITE UTILITIES                                                   | X  |     |           | PROVIDE ALL UTILITIES PER MATRIX                                                        |
| 8.E             | 2     | REINFORCED CONCRETE DUMPSTER PAD W/ BOLLARDS                     | X  |     |           | VERIFY DESIGN REQUIREMENTS WITH LOCAL JURISDICTION                                      |
| 8.F             | 2     | REINFORCED CONCRETE GENERATOR PAD W/ BOLLARDS                    | X  |     |           |                                                                                         |
| 8.G             | 1     | HVAC CONDENSER UNIT PADS                                         | X  |     |           | AS REQUIRED                                                                             |
| 8.I             | 2     | SITE LIGHTING (SIDEWALK, DROPOFF, EGRESS PATHWAYS, GENERAL YARD) | X  |     |           | DESIGN TO MEET MINIMUM LOCAL STANDARDS                                                  |
| 8.J             | 2     | POWER FOR EXTERIOR SIGNAGE                                       | X  |     |           |                                                                                         |
| 8.J             | 2     | CONCRETE SIGNAGE BASE                                            | X  |     |           |                                                                                         |
| 8.J             | 2     | EXTERIOR SIGNAGE                                                 |    | X   |           | DESIGN TO MEET MINIMUM LOCAL STANDARDS                                                  |
| 8.K             | 2     | LANDSCAPING                                                      | X  |     |           | DESIGN TO MEET MINIMUM LOCAL STANDARDS                                                  |
| 8.L             | 1     | SITE FENCING                                                     | X  |     |           | DESIGN TO MEET MINIMUM LOCAL STANDARDS                                                  |
| 8.M             | 1     | PEST CONTROL                                                     | X  |     |           |                                                                                         |
| 9.A             | 1     | SOIL TESTING                                                     | X  |     |           |                                                                                         |
| 9.B-9.C         | 1     | ENGINEERED FOUNDATION AND STRUCTURAL SYSTEM                      | X  |     |           | DESIGNED BY LICENSED ENGINEER PER ALL APPLICABLE BUILDING CODES                         |
| 9.E             | 2     | INTERIOR FLOOR SLAB                                              | X  |     |           | MUST MEET FMC MOISTURE REQUIREMENTS                                                     |
| 9.E             | 2     | UNDERSLAB PLUMBING                                               |    |     | X         |                                                                                         |

|              |   |                                                                                                             |   |  |   |                                                            |
|--------------|---|-------------------------------------------------------------------------------------------------------------|---|--|---|------------------------------------------------------------|
| 10.A.5       | 1 | ROOF INSULATION                                                                                             | X |  |   | DESIGN TO MEET LOCAL ENERGY CODES                          |
| 10.A.5       | 2 | EXTERIOR WALL INSULATION                                                                                    |   |  | X |                                                            |
| 10.A.7       | 1 | ROOF SYSTEM                                                                                                 | X |  |   |                                                            |
| 10.A.8       | 1 | ROOF ACCESS LADDERS & HATCHES                                                                               | X |  |   |                                                            |
| 10.A.9       | 1 | EXTERIOR WINDOWS                                                                                            | X |  |   |                                                            |
| 10.C.1       | 1 | DEMISING WALLS                                                                                              | X |  |   |                                                            |
| 10.D.1       | 1 | DELIVERY DOOR, FRAME AND HARDWARE                                                                           | X |  |   |                                                            |
| 10.D.1       | 1 | STAFF ENTRANCE DOOR, FRAME AND HARDWARE                                                                     | X |  |   |                                                            |
| 10.D.1       | 1 | MAIN ENTRANCE, FRAME AND HARDWARE                                                                           | X |  |   |                                                            |
| 10.D.1       | 1 | EGRESS DOOR, FRAME AND HARDWARE                                                                             | X |  |   |                                                            |
| 10.D.1       | 1 | INNER VESTIBULE AND DOOR, FRAME AND HARDWARE                                                                | X |  |   |                                                            |
| 11.A, 11.A.8 | 1 | HVAC UNITS (RTU OR SPLIT SYSTEM), PIPING, CONNECTORS, ELECTRICAL CONNECTIONS, CONDENSATE DRAINS AND FILTERS | X |  |   | MUST MEET ASHRAE, FMC DESIGN STANDARDS AND ALL LOCAL CODES |
| 11.A.7       | 1 | VESTIBULE WALL HEATER                                                                                       |   |  | X |                                                            |
| 11.B         | 1 | EXHAUST VENTS                                                                                               |   |  | X | COORDINATE LOCATIONS WITH FMC                              |
| 12.A.4       | 1 | BACKFLOW PREVENTERS                                                                                         | X |  |   | COORDINATE LOCATIONS WITH FMC                              |
| 12.A.5       | 1 | DRAIN CLEANOUTS                                                                                             | X |  |   | COORDINATE LOCATIONS WITH FMC                              |
| 12.A.6       | 1 | WATER METER                                                                                                 | X |  |   | COORDINATE LOCATIONS WITH FMC                              |
| 12.A.10, 14  | 1 | FIRE SPRINKLER RISER, MAIN LINE AND BRANCHES                                                                | X |  |   |                                                            |
| 12.C         | 1 | MAIN DISTRIBUTION PANEL                                                                                     | X |  |   |                                                            |
| 12.C         | 1 | SUB PANEL A                                                                                                 | X |  |   | FOR ALL SHELL BUILDING POWER                               |
| 12.C         | 1 | GENERATOR ATS                                                                                               | X |  |   | PROVIDED BY FMC                                            |
| 14           | 1 | DRY SPRINKLER SYSTEM                                                                                        | X |  |   | FOR PORTE COCHERE                                          |
| 16           | 2 | RECORD DOCUMENTS                                                                                            | X |  |   |                                                            |
| 16.D, 17     | 2 | O/M MANUALS, ATTIC STOCK                                                                                    | X |  |   |                                                            |
| 17           | 1 | BUILDING SYSTEM COMMISSIONING                                                                               | X |  |   |                                                            |
| 17           | 2 | CLEAN-UP                                                                                                    | X |  |   |                                                            |

1. **Insurance:** The Contractor must carry \$2,000,000 minimum coverage of Workman's Compensation & General Liability Insurance.
2. **Owner Furnished Equipment:** The Contractor shall be responsible for receiving, storing and protecting the Tenant's equipment which is delivered to the job site. Deliveries to be coordinated with Contractor, and Tenant to maintain insurance on its equipment until installed in Building.
3. **Workmanship & Codes:** All work shall conform to best industry standards, and all materials shall be new, first quality, and installed in strict accordance with manufacturer's

instructions and recommendations. All standards provided and work performed must conform and/or be adjusted to conform to any and all applicable codes.

4. **Plans:** Complete architectural and engineering plans for the building structure to be prepared at 1/4" = 1'-0" scale by the Landlord's registered architect and engineers, utilizing all appropriate Tenant supplied details. "Final Plans" shall include but not limited to:

A. **TITLE SHEET**

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

B. **CIVIL**

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

C. **STRUCTURAL**

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

D. **ARCHITECTURAL**



Architectural Site Plan  
Floor Plans  
Roof Plans  
Building Elevations  
Exterior/Interior Wall Sections  
Exterior/Interior Window/ Door Schedule and Details

E. **MECHANICAL**

HVAC Roof Plan  
Equipment Schedules and Details

F. **ELECTRICAL**

Electrical Site Plan  
Electrical Riser Diagrams, Details and Schedules

G. **PLUMBING**

Plumbing Riser Diagrams, Details, and Schedules

H. **FIRE PROTECTION\***

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

\*These documents to be provided as a deferred submittal after receipt of Building Permit.

5. **Utilities Permits and Fees:** The Landlord shall secure and pay for all utilities (water, electrical, gas, sewer, and refuse) used during the construction period, and all permits and fees necessary for complete construction, including all tap, impact development fees, water, gas and electric meters and/or all assessments.

6. **Clean up & Safety:** The Landlord is responsible for keeping the site in a safe and clean condition at all times.

7. **Civil (Site Work)**

A. All site engineering required for permitting and construction to be performed by the Landlord's Civil Engineer. Site plans must be prepared by a registered Civil Engineer and submitted to the Tenant for review and approval before any work is started.

- B. Provide clearing, grubbing, fill, blasting, grading, excavations, and other work necessary to prepare the site for development.
- C. The Landlord is responsible for bringing all utilities to the building including water, electrical, natural gas (if available), sanitary sewer, storm drainage, telephone, cable and fire protection (sprinklers) in the sizes shown in the utility matrix below. All utilities listed below shall be exclusive for Tenant use with Tenant specific utility meters. Utility termination is to be within the Tenant's space and located at location mutually agreed upon by Tenant and Landlord. Landlord to provide backflow preventer for domestic water, sprinkler and landscape irrigation in hot boxes. Landlord is responsible for all impact fees and tapping fees. All MEP rooms located outside of Tenant space must be accessible to Tenant's staff at all times.

Landlord is to provide 2 (4") conduits to the building and/ or roof penetration for Cable TV (if available) or satellite, internet and telephone. Terminate inside building at roof line to be utilized by Tenant's Contractor.

Utility Matrix

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

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

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

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



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

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

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

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

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



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

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

- I. Provide 6" Diameter x 48" height, concrete filled steel pipe bollards painted yellow at each corner of the enclosures (Dumpster and Generator) and as necessary to protect equipment or enclosure. Bollards shall be provided in front of natural gas mains outside of the facility to prevent accidental contact. Pre-cast cement bollards 12" diameter x 34" high shall be provided if parking spaces or drop-off areas are located immediately adjacent to glazed exterior walls or patient care areas. When there is a grass buffer area or a curb lower than 6" between parking spaces or drop-off area and glazed walls or patient care areas, wheel stoppers shall be provided. When required, pre-cast cement bollards 12" diameter x 34" high shall be provided at column supports for the patient drop-off area and to protect all emergency exit doors if located adjacent to parking or driveways. In locations where there are no curbs or landscaping buffers between vehicular circulation and the building corners, provide bollards for protection.
- J. Landlord to provide site lighting for parking areas and sidewalks including parking lot pole lights at the rate of 1 per 10 parking spaces, side walk illumination, drop off & delivery area illumination, and building mounted lighting. Lighting at every point within a means of egress leading from the building exit to a public way shall be illuminated with a 2 bulb battery backup fixture. All fixtures along the egress path shall have battery backup in case of power failure. Provide general yard lighting from fixtures mounted on building and/or 24'-0" high minimum lighting poles at fence line. All site lighting should meet minimum local standards or 2.0 footcandles on average measured at the walking surface, whichever is more restrictive.
- K. Signage shall identify the facility entrance and exit, the building entry, as well as parking and delivery areas. Landlord to provide underground electric power to a free standing sign location agreed upon by Tenant and Landlord near the driveway entrance (if allowed by local jurisdiction). All buildings shall have a street address number on or near the main entrance. Signage shall not be located in a manner that would confuse or obstruct traffic. Signs shall be provided informing drivers of clearances and location of accessible and van accessible parking. Accessibility signage shall be provided per ADAAG and state/local regulations, accessibility signs shall be located at 5'-0" from finished grade or top of sidewalk to the sign's center line. Signs shall be anchored securely to building or on rust inhibitive metal sign posts. When required traffic control signs shall be provided.

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



L. Landscaping design shall take safety, accessibility, screening, sound attenuation and overall aesthetics into consideration. Landlord to provide landscaping and landscaping irrigation system plans per minimum local requirements and submitted to Tenant for review and approval before any work is started. When possible, create islands large enough to accommodate a mixture of canopy trees, flowering trees, evergreen trees, shrubs and flowers. Avoid plants that drop fruit and/or sap. Treatment Room shall have priority for most favorable view of landscaped areas. In an effort to eliminate the need for supplemental irrigation, we recommend xeriscaping when possible. Xeriscaping is the use of appropriate regionally available water conserving plants.

M. Landlord to provide site fencing where required by local authority to meet minimum local standards. Fencing design to be submitted to Tenant for review and approval before any work is started.

N. Landlord to engage a licensed professional pest control company for application of federal registered (EPA) termite and ant soil treatment solution after excavation, filling and grading operations are complete (if required for geographic location). 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.

## 8. **Structural**

A. Landlord to provide soil borings of the site to be reviewed by qualified Geotechnical Engineer to determine bearing capacity and stability of the soil (quantity and location to be approved by Tenant). Foundations and floor slabs must be designed by a registered Structural Engineer.

B. Landlord to provide engineered foundations of poured in place concrete with appropriate reinforcing.

C. Landlord to provide structural systems in compliance with all applicable Building Codes. The interior space shall be free of bearing walls, and interior columns, if required, shall be no closer than 22 ft. on center. Water treatment area floors shall be rated at 100 PSF minimums.

D. Clear space from the finished slab to the underside of the roof structure (beams, joists or trusses) shall be a minimum of 13 ft.

E. Ceiling structure must be designed to support the Tenant's soffit and suspended television systems within the patient treatment room area.

- F. The Landlord will install all concrete slabs-on-grade over a Class "A" vapor retarder with a water vapor transmission rate not greater than 0.1 perms (per ASTM E-96), directly beneath the slab to prevent transmission of moisture from sub-base and sub-grade soil. All vapor retarder laps and seams must be overlapped by 6 inches (per ASTM E-1643). Proper site preparation, slab construction and use of the vapor retarder following the guidelines established by ASTM E-1745 are required. Landlord will install an interior floor slab of 5" thick concrete with welded wire fabric over the vapor retarder after all under slab sanitary piping and electrical conduit work are complete. Landlord will not perform Tenant's underground NEP work. Concrete shall have a water/cement ratio of between .42 and .48 and shall be wet cured using burlap or plastic sheeting for added strength and shrink resistance. Concrete floor slab shall conform to ACI 117 to meet tolerances for flatness and levelness. Prior to the installation of resilient flooring material, the moisture content within the cured slab shall be no greater than 90% or less RH, 6 lbs./ 100 sf / day, MVER or less, PH Phase 10 or less as defined by ASTM F-2170. Tenant will pay for independent testing. A slab moisture report is required to be provided to the tenant's representative for verification that the slab meets these requirements. In the event that the tenant's vapor emission requirements are not met, the Landlord (at their own cost) will provide a moisture mitigation system that meets the above requirements and is approved by the tenant.
- G. The Landlord will compact the soil to 95% compaction beneath the floor slab prior to the installation of under slab piping, scale and electrical conduit. Compaction shall be verified by a testing agency hired by the Landlord.
- H. The Landlord will be responsible for the structural design of the roof system to support the HVAC equipment on a standard roof curb.
- I. Any roof 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.

## 9. **Architectural**

### A. **Exterior Structure**

- 1) Exterior walls shall be finished with brick veneer or acrylic based EIFS/ Stucco on the outside and waterproofed to prevent the infiltration of moisture into the building. Interior side gypsum board and vapor barrier for all exterior walls to be installed by Tenant's TI contractor.



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

walk way paths shall be provided at all mechanical units for maintenance as required by code.

- 10) All windows to be low E, double glazed insulated glass of not less than 10 SF ea., in anodized aluminum frames, and shall be provided at the rate of not less than 1 per 400 sq. ft. of building area. All windows are to be a fixed non-operable type and to have sill tray flashings with stop ends. In addition, at the main entrance, an aluminum/glass storefront system of insulated, low E glass shall be installed and properly flashed in place (Kawneer VG451T or equal) with an exterior door (Besam SL 500 or Record USA 5100 Series). The main entrance shall include a minimum 8'-0" x 7'-6" vestibule in cold weather climates with aluminum/glass storefront system (Kawneer VG450-2 or equal) and a hard ceiling with lighting and heating unit. Location, size, and electrical schematic wiring of vestibule lighting and a recessed, ceiling-mounted 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.

- 11) Downspouts must not evacuate water onto sidewalks.

#### **B. Insulation**

- 1) **Ceiling/Roof** - R-30 minimum. Where additional insulation must be added to the underside of the roof structure to attain the required R value, install the following with impaling pins: Owens-Corning Thermal Batt insulation (foil-faced) with flame spread rating in compliance with governing codes. Tape all seams for a continuous seal.
- 2) **Exterior Walls** - R-18 minimum
- 3) **Windows** - All windows to be low E, double glazed insulated glass
- 4) **Doors** - All exterior doors to be insulated & weather stripped

#### **C. Demising Walls**

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

#### **D. Doors and Frames**



- 1) **Exterior doors and frames-** All exterior doors shall be out-swinging with non-ferrous non-removable hinges, weather stripping, insulation, drip caps and ADA accessible with 1/4" high threshold. Delivery doors to have heavy duty thresholds. All 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.
  - a) **Delivery Doors** - pair 3'W x 7'H, Steelcraft, insulated 16 gauge metal door with 14 gauge galvanized steel frames.
  - b) **Staff Entrance door** - 3'W x 7'H, Steelcraft, insulated 16 gauge metal door with 14 gauge galvanized steel frame.
  - c) **Main Entrance & Vestibule door** - 8'-0"W x 7'-6"H glass/aluminum automatic sliding door system, Besam SL 500 or Record USA 5100 Series, overhead concealed narrow stile single, or approved equal.
  - d) **Dialysis Room** - 4'-0" x 7'H, Steelcraft, insulated 16 gauge metal door with 14 gauge galvanized steel frame.
- 2) **Door Hardware:** All exterior doors are to be prepped to Tenant's specifications to accept electric door strikes, closers and automatic door operators.
- 3) Doors and hardware shall be commercial grade and as follows:

| DOOR                    | SIZE          | TYPE         | MAT.       | HARDWARE<br>(Standard Comm. Grade) Plus                                                                                                                                                                                                                                                                                             |
|-------------------------|---------------|--------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Main Exterior Entrance  | 8'-0" x 7'-6" | Fully Glazed | Alum/Glass | Overhead Concealed Narrow Stile Single Automatic Sliding Door System with the following features:<br>I. fixed side lite,<br>II. emergency breakaway feature (full breakout unit in climate zones 1 - 7)<br>III. Five Position Key Switch with Rotary Knob Switch<br>(spec to match or equal Besam SL 500 or Record USA 5100 Series) |
| Interior Vestibule Door | 8'-0" x 7'-6" | Fully Glazed | Alum/Glass | Overhead Concealed Narrow Stile Single Automatic Sliding Door System with the following features:<br>I. fixed sidelite<br>II. emergency breakaway feature<br>III. fail secure electric carriage lock (with remote door release feature)                                                                                             |



|                                              |               |            |     |                                                                 |
|----------------------------------------------|---------------|------------|-----|-----------------------------------------------------------------|
|                                              |               |            |     | (spec to match or equal Besam SL 500 or Record USA 5100 Series) |
| Delivery                                     | 6' x 7'       | Pair Flush | MTL | Flush Bolts                                                     |
| Staff Entrance                               | 3' x 7'       | Flush      | MTL | Panic Type Exit Device                                          |
| Dialysis Room<br>Direct Exterior<br>Entrance | 4'-0' x 7'-0" | Flush      | MTL | Panic Type Exit Device                                          |

## 11. Mechanical (HVAC):

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

- 1) **Heating - 72° - Cooling 74°**, inside to be designed using ASHRAE Climatic Conditions for area and energy code 90.1.
- 2) **Humidity Control**-system must be able to maintain humidity levels between 40%-60% at all times, in all seasons, non-condensing.
- 3) **Fresh Air** - 15% or 20 CFM per person, whichever is greater, in Dialysis area and 10% in all other areas or 15 CFM per person; whichever is greater.
- 4) **Typical Unit zoning per use space:**
  - a) Dialysis Area
  - b) Business Area
  - c) Storage and Water Treatment area
- 5) **Vestibule Wall Heater** – Q-Mark, LFK 204, 204V 1Ø, fan forced wall heater for cold weather locations, with tamper resistant thermostat in a LFKS mounting frame.
- 6) **Air Handler Units and Split System Units** must be installed level to permit proper condensate pan drainage with discharge into janitor mop sink, "P-8", also provide secondary pan, with independent drain line for split system with discharge into janitor mop sink, "P-8". Locate units in mechanical spaces and storage areas to maintain minimum service and operational clearances and filter accessibility. Install flexible connectors, refrigerant piping, electrical connections, condensate drains and unit filters as instructed by the manufacturer and meeting local codes for a fully operational system. Landlord is required to operate system before turnover to Tenant.

- a) **Manufacturers:**
  - i.) York International Corporation
  - ii.) Carrier Corporation
  - iii.) The Trane Company
- b) **Filters** shall be pleated, medium efficiency, throw away type, within a rigid frame sized to securely fit HVAC unit filter rack. Filter shall service both return air and fresh air intakes.

**B. Tenant to provide exhaust vented to outside of the following areas:** Roof penetrations to be performed by Tenant using Landlord' roofing contractor.

- 1) **Toilets** (2 CFM per square foot or 75 CFM per water closet, whichever is greater)
  - a) Controlled via 7 day 24 hour time clock
- 2) **Soiled Utility** (5 air changes per hour)
  - a) Controlled via 7 day 24 hour time clock
- 3) **Janitor Closet** (5 air changes per hour)
  - a) Controlled via 7 day 24 hour time clock
- 4) **Medical Waste Room** (5 air changes per hour)
  - a) Controlled via 7 day 24 hour clock
- 5) **Gas fire hot water heater:**
  - a) Combustion air duct (separate high & low roof penetrations) with weather caps at roof (intake damper to be controlled with burner).
  - b) Or, separate roof penetrations for direct enclosed combustion supply and exhaust venting to the exterior.

**12. Plumbing**

**A. Domestic Piping to be stubbed to a location designated by Tenant:**

- 1) Sewer/soil drainage piping shall be PVC (or Dura-Iron if required by code)
- 2) Backflow preventers for incoming water service as required by code.

- 3) Provide cleanouts at all changes of direction in sewer drain piping and main trunk at 50' length intervals including outside the building footprint.
- 4) 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 Premises.
- 5) Provide full line size water meter. Coordinate location with Tenant.
- 6) For water service size, see Utility Matrix.
- 7) Black iron gas piping.
- 8) Orange PVC for Sprinkler piping, where allowable otherwise black iron piping.
- 9) **Emergency Water Access Door-** Install (2) Woodford Wall Hydrant boxes, one on exterior, one on interior, Model # RB65

### 13. **Electrical**

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

#### **A. Conductors:**

Branch Circuits. #12 gauge min., control wiring #14 gauge min. All conductors shall be copper.

#### **B. Panels and ATS:**

**Sub Panel A:** In addition to the Tenant specific distribution panel, provide sub-panel, 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:** Landlord to install Tenant provided ATS on service line ahead of the Tenant's main distribution panel.

#### **C. Emergency Exterior Lighting**



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

**D. Porte Cochere Lighting:**

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

**E. 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 footcandles on average measured at the walking surface, whichever is more restrictive. Fixtures to be fully shielded type. Light levels should not exceed 0.1 footcandles at property lines and should not spill onto adjacent property.

**F. Exterior Lighting Schedule:**

|       |                    |                 |                                                          |    |              |   |     |     |
|-------|--------------------|-----------------|----------------------------------------------------------|----|--------------|---|-----|-----|
| L-14  | EXTERIOR           | Lithonia McGraw | WST-2/42TRT-WT-120-ELDW-LPI<br>IMT-96-CF-120V-2S-BZ-CFEM |    | Wall Mounted | 2 | 42  | TRT |
| L-15  | EXTERIOR ENTRANCES | Lithonia Lumark | TWR1-2/42TRT-120-LPI-EL<br>CFWP-FL-84-120V-CF-EM/2L      |    | Wall Mounted | 2 | 42  | CF  |
| L-16  | PORTE COCHERE      | Gotham          | AH-100M-8AR-120                                          | 8" | Recessed     | 1 | 100 | MH  |
| L-16E | PORTE COCHERE      | Gotham          | AH-100M-8AR-120-EC                                       | 8" | Recessed     | 1 | 100 | MH  |

**14. Fire Protection:**

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

**A. Piping**

- 1) Schedule 40 black steel pipe shall be joined by approved combination of couplings, gaskets and grooves.

- 2) Plastic piping, where allowed by the Authority Having Jurisdiction, shall be CPVC conforming to NFPA 13.
- 3) Riser location to be coordinated between Tenant and Landlord.

15. **Coordination**

- A. The Landlord agrees to cooperate with the Tenant's Contractors, and will make the building site available to the Tenant's Contractors as soon as Landlord has the Certificate of Completion and/ or Final Inspections for the shell building. It is expected that the Tenant's contractor will be allowed to install under slab sanitary waste piping and electrical conduits before the shell work is complete, if pre-coordinated with Landlord and Landlord's contractor and only if this work does not delay completion of Landlord's Work..

16. **Record Documents**

- A. Provide one set of record drawings to the Tenant in PDF and AutoCad 2004 format, with layering scheme acceptable to the Tenant's clinic location. Record data outside of building to an accuracy of +/- 1" and determine and record the invert elevation of all drain lines. Include in record documents all field changes made, all relevant dimensions, and all relevant details of the work. Keep record documents up to date with all field orders and change orders clearly indicated.
- B. Deliver one set of reproducible record drawings properly titled and dated to the Tenant. Indicate preparer of record drawings. These record drawings shall become the property of the Tenant.
- C. Specifications: Maintain one clean copy of complete specifications, including addenda, modifications, and bulletins with changes, substitutions, and selected options clearly noted. Circle or otherwise clearly indicate which manufacturer and products are actually used.
- D. Operating and Maintenance Manuals: Where necessary, manuals shall be submitted which contain the following:
  - 1) Description of the system provided.
  - 2) Handling, storage, and installation instructions.
  - 3) Detailed description of the function of each principal component of the systems or equipment.

- 4) Operating procedures, including pre-startup, startup, normal operation, emergency shutdown, normal shutdown and troubleshooting.
  - 5) Maintenance procedures including lubrication requirements, intervals between lubrication, preventative and repair procedures, and complete spare parts list with cross reference to original equipment manufacturer's part numbers.
  - 6) Control and alarm features including schematic of control systems, control loop electric ladder diagrams, controller operating set points, settings for alarms and shutdown systems, pump and fan curves.
  - 7) Safety and environmental considerations.
- E. Three copies of the manuals shall be provided within sufficient time to allow for training of Owner's personnel. The requirement for manuals applies to each packaged and field-fabricated operating system. The manuals shall be provided in three-ring side binders with durable plastic covers. The manuals shall contain a detailed table of contents and have tab dividers for major sections and special equipment.

17. **Landlord's Delivery:**

- A. Complete the following prior to turnover of building to Tenant:
- 1) Advise Tenant of insurance change over requirements.
  - 2) Submit all warranties, maintenance contracts, final certificates and similar documents.
  - 3) Submit record documents.
  - 4) Deliver maintenance stocks of materials where specified.
  - 5) Make final change over of lock cylinders or cores and advise Tenant of change of security responsibility.
  - 6) Complete startup of all systems and instruct Tenant's personnel in proper operation and routine maintenance of systems and equipment.
  - 7) Complete clean up and restoration of damaged finishes.
  - 8) Remove all temporary facilities and utilities no longer needed.

- 9) Submit final meter readings, record of stored fuel and similar information.

**END OF EXHIBIT**



## ESTIMATED CONSTRUCTION FORECAST SCHEDULE

| Task Name |                                                                | Current Start | Current Finish | Calendar Days |          |
|-----------|----------------------------------------------------------------|---------------|----------------|---------------|----------|
| 10        | Task Name                                                      | Current Start | Current Finish | Calendar Days |          |
| 11        | Project Schedule - Ground Up Summary                           | 487 days      | Fri 10/7/14    | Mon 8/31/14   | 487 days |
| 12        | PH-1-PEACE Procurement                                         | 141 days      | Fri 10/7/14    | Fri 5/30/15   | 137 days |
| 13        | PEACE Concept (PECS Involvement)                               | 39 days       | Fri 10/7/14    | Wed 3/11/15   | 38 days  |
| 14        | PEACE Proposal (Approvals Approval Letter)                     | 42 days       | Thu 3/12/15    | Fri 5/30/15   | 39 days  |
| 15        |                                                                |               |                |               |          |
| 16        | PH-1-Operations Support Activities                             | 358 days      | Tue 10/21/14   | Thu 3/17/16   | 407 days |
| 17        |                                                                |               |                |               |          |
| 18        | PH-1-Transaction Management                                    | 154 days      | Thu 3/12/15    | Thu 10/5/16   | 215 days |
| 19        |                                                                |               |                |               |          |
| 20        | PH-1-Construction Document Development                         | 122 days      | Fri 5/30/15    | Thu 10/29/16  | 170 days |
| 21        | Contract and Procurement (PECS Involvement)                    | 5 days        | Fri 5/30/15    | Fri 5/30/15   | 5 days   |
| 22        | PECS PM Support (Contract Review)                              | 5 days        | Tue 5/19/15    | Mon 8/17/16   | 34 days  |
| 23        | PECS A/L or Core A/L or Core B/L or Core C/L                   | 5 days        | Tue 5/19/15    | Tue 5/30/16   | 7 days   |
| 24        | PECS PM Construction Phase Review with Team                    | 3 days        | Wed 5/27/15    | Fri 6/11/16   | 42 days  |
| 25        | Consulting A/L or Core B/L or Core C/L                         | 3 days        | Mon 5/18/15    | Wed 5/16/16   | 42 days  |
| 26        | PECS PM Approval of PECS A/L or Core B/L or Core C/L           | 21 days       | Thu 5/14/15    | Wed 5/3/16    | 7 days   |
| 27        | CD Construction - Heavy for B/L                                | 5 days        | Thu 5/14/15    | Wed 5/3/16    | 7 days   |
| 28        |                                                                |               |                |               |          |
| 29        | PH-1-Construction Work (Reference Issues, Risks and Specifics) | 257 days      | Thu 10/29/16   | Thu 10/29/16  | 254 days |
| 30        |                                                                |               |                |               |          |
| 31        |                                                                |               |                |               |          |
| 32        | PH-1-Construction Work (Reference Issues, Risks and Specifics) | 257 days      | Fri 10/16/15   | Mon 10/19/16  | 261 days |
| 33        |                                                                |               |                |               |          |
| 34        |                                                                |               |                |               |          |
| 35        |                                                                |               |                |               |          |
| 36        |                                                                |               |                |               |          |
| 37        |                                                                |               |                |               |          |
| 38        |                                                                |               |                |               |          |
| 39        |                                                                |               |                |               |          |
| 40        |                                                                |               |                |               |          |
| 41        |                                                                |               |                |               |          |
| 42        |                                                                |               |                |               |          |
| 43        |                                                                |               |                |               |          |
| 44        |                                                                |               |                |               |          |
| 45        |                                                                |               |                |               |          |
| 46        |                                                                |               |                |               |          |
| 47        |                                                                |               |                |               |          |
| 48        |                                                                |               |                |               |          |
| 49        |                                                                |               |                |               |          |
| 50        |                                                                |               |                |               |          |
| 51        |                                                                |               |                |               |          |
| 52        |                                                                |               |                |               |          |
| 53        |                                                                |               |                |               |          |
| 54        |                                                                |               |                |               |          |
| 55        |                                                                |               |                |               |          |
| 56        |                                                                |               |                |               |          |
| 57        |                                                                |               |                |               |          |
| 58        |                                                                |               |                |               |          |
| 59        |                                                                |               |                |               |          |
| 60        |                                                                |               |                |               |          |
| 61        |                                                                |               |                |               |          |
| 62        |                                                                |               |                |               |          |
| 63        |                                                                |               |                |               |          |
| 64        |                                                                |               |                |               |          |
| 65        |                                                                |               |                |               |          |
| 66        |                                                                |               |                |               |          |
| 67        |                                                                |               |                |               |          |
| 68        |                                                                |               |                |               |          |
| 69        |                                                                |               |                |               |          |
| 70        |                                                                |               |                |               |          |
| 71        |                                                                |               |                |               |          |
| 72        |                                                                |               |                |               |          |
| 73        |                                                                |               |                |               |          |
| 74        |                                                                |               |                |               |          |
| 75        |                                                                |               |                |               |          |
| 76        |                                                                |               |                |               |          |
| 77        |                                                                |               |                |               |          |
| 78        |                                                                |               |                |               |          |
| 79        |                                                                |               |                |               |          |
| 80        |                                                                |               |                |               |          |
| 81        |                                                                |               |                |               |          |
| 82        |                                                                |               |                |               |          |
| 83        |                                                                |               |                |               |          |
| 84        |                                                                |               |                |               |          |
| 85        |                                                                |               |                |               |          |
| 86        |                                                                |               |                |               |          |
| 87        |                                                                |               |                |               |          |
| 88        |                                                                |               |                |               |          |
| 89        |                                                                |               |                |               |          |
| 90        |                                                                |               |                |               |          |
| 91        |                                                                |               |                |               |          |
| 92        |                                                                |               |                |               |          |
| 93        |                                                                |               |                |               |          |
| 94        |                                                                |               |                |               |          |
| 95        |                                                                |               |                |               |          |
| 96        |                                                                |               |                |               |          |
| 97        |                                                                |               |                |               |          |
| 98        |                                                                |               |                |               |          |
| 99        |                                                                |               |                |               |          |
| 100       |                                                                |               |                |               |          |

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 8/17/16

Thu 10/29/16

170 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Mon 8/17/16

34 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 10/29/16

Thu 10/29/16

254 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 10/16/15

Mon 10/19/16

261 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Fri 5/30/15

Fri 5/30/15

5 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Tue 5/19/15

Tue 5/30/16

7 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Wed 5/27/15

Fri 6/11/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Mon 5/18/15

Wed 5/16/16

42 days

PH-1-Construction Work (Reference Issues, Risks and Specifics)

257 days

Thu 5/14/15

Wed 5/3/16

<



**EXHIBIT B-2**

**SITE PLAN**

Landlord [Chris Morris] to provide Auto CAD drawing of site plan, including building footprint.

# EXHIBIT B-3

## APPROVED FLOOR PLAN

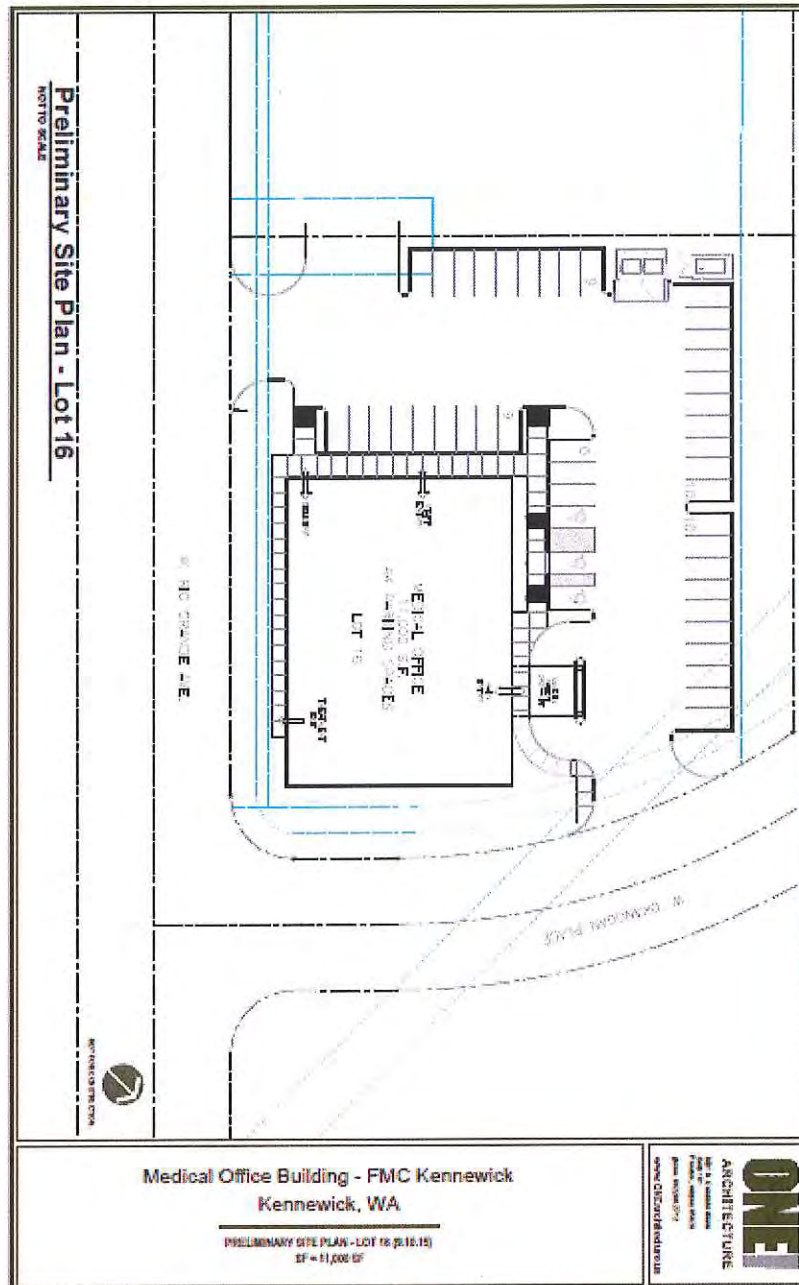


**EXHIBIT B-4**

**SCHEDULE OF CONSTRUCTION DRAWINGS**

**To be attached following approval of the Construction Drawings**

## EXHIBIT C

### COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ between \_\_\_\_\_ ("Landlord") and QualiCenters Inland Northwest LLC ("Tenant").

WHEREAS, the parties entered into a lease dated \_\_\_\_\_, 201\_\_, (the "Lease"), attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property situated at \_\_\_\_\_, containing approximately \_\_\_\_\_ square feet (the "Premises").

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

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

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

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

(a) The Commencement Date of the Lease is \_\_\_\_\_, 201\_\_.

(b) The Rent Commencement Date is \_\_\_\_\_, 201\_\_.

(c) The Lease Expiration Date is \_\_\_\_\_, 201\_\_.

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

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

**LANDLORD:**

[Insert Name of Landlord]

**TENANT:**

QualiCenters Inland Northwest LLC

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**EXHIBIT D**

**CONDITIONS, COVENANTS & RESTRICTIONS AFFECTING TITLE**

NONE

**EXHIBIT E**

**W-9 FORM**

**EXHIBIT F**

**GUARANTY OF LEASE**

FRESENIUS MEDICAL CARE HOLDINGS, INC. ("FMCH"), a New York corporation with principal offices located at 920 Winter Street, Waltham, MA 02451, Attn: Legal Dept., does hereby guarantee the performance of its affiliate, QualiCenters Inland Northwest LLC ("Tenant"), a Colorado limited liability company, under a lease (the "Lease") between Tenant as tenant and P & L Land Company, LLC ("Landlord") as landlord, dated OCTOBER 24, 2015 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 FMCH shall be jointly and severally liable for payment of any amount due or for the performance of any obligation of Tenant under the Lease as amended.

IN WITNESS WHEREOF FMCH has caused its duly authorized officer to execute this Guaranty of Lease as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: 

Print Name: **Maria T. C. Notar**  
**Assistant Treasurer**

Title: \_\_\_\_\_



## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into as of this 23 day of December, 2015 by and between P & L Land Company, LLC, an Oregon LLC ("Landlord"), and QualiCenters Inland Northwest LLC, a Colorado limited liability company, d/b/a Fresenius Medical Care Columbia Basin ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated October 26, 2015, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for a certain building containing approximately 11,000 square feet (the "Premises" or "Building") on the property commonly known as 6600 W. Rio Grande Ave, Kennewick, WA (Assessor's Tax Parcel No: 1-3299-103-0000-016) (the "Property"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. Section 26.21(B) of the Lease is hereby deleted and replaced with the following:

"B. CON Contingency. Landlord and Tenant understand and agree that the establishment of any chronic 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"), and, thus, Tenant may not establish a dialysis facility on the premises or execute a binding real estate lease in connection therewith unless Tenant obtains a CON from the 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 shall not be binding on either party prior to the approval of the CON. Assuming CON approval is granted, the effective date of the Lease shall be the first day of the calendar month following CON permit approval. In the event that the Department does not award Tenant a CON permit to establish a dialysis center on the Premises on or before February 29, 2016 ("CON Deadline"), this Lease shall be deemed null and void, neither party shall have any further obligation to the other party with respect to the Lease; provided however, that if the Lease is terminated following the CON Deadline, Tenant shall reimburse Landlord an amount not to exceed \$40,000.00 to cover Landlord's reasonable design and construction expenses. Tenant shall reimburse Landlord within 30 days following receipt of applicable invoices and/ or other reasonably supporting documentation. Landlord agrees to keep Tenant informed of any such expenses as Landlord incurs them."

2. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this First Amendment.

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

P & L Land Company, LLC

By:   
Name: PAUL BRENON  
Title: MEMBER

TENANT:

QualiCenters Inland Northwest LLC

By:   
Name: Paul J. Colantonio  
Title: Assistant Treasurer

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Second Amendment") is entered into as of this 2 day of MARCH, 2016 by and between P & L Land Company, LLC, an Oregon LLC ("**Landlord**"), and QualiCenters Inland Northwest LLC, a Colorado limited liability company, d/b/a Fresenius Medical Care Columbia Basin ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated October 26, 2015, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for a certain building containing approximately 11,000 square feet (the "Premises" or "Building") on the property commonly known as 6600 W. Rio Grande Ave, Kennewick, WA (Assessor's Tax Parcel No: 1-3299-103-0000-016) (the "Property"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. Section 26.21(B) of the Lease is hereby deleted.
2. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Second Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

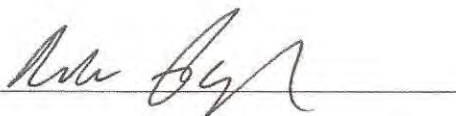
**LANDLORD:**

P & L Land Company, LLC

By:   
Name: PAUL BRANTLEY  
Title: MEMBER

**TENANT:**

QualiCenters Inland Northwest LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**William Popken**  
Dir. of Real Estate



### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is entered into as of this 20<sup>th</sup> day of May, 2019 (the "**Effective Date**") between P & L Land Company, LLC, an Oregon limited liability company ("**Landlord**"), and QualiCenters Inland Northwest LLC, a Colorado limited liability company, d/b/a Fresenius Medical Care Columbia Basin ("**Tenant**"), with reference to the following:

#### RECITALS

A. Landlord and Tenant are parties to a certain Lease Agreement October 26, 2015, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for certain building containing approximately 11,000 square feet (the "Premises" or "Building") on the property commonly known as 6600 W. Rio Grande Ave, Kennewick, WA (Assessor's Tax Parcel No: 1-3299-103-0000-016) (the "Property"), as more particularly described in the Lease. Capitalized terms used herein shall have their meanings set forth in the Lease, except as otherwise defined herein.

B. Landlord and Tenant inadvertently omitted an acknowledgement of the Lease when originally executed.

C. Having since discovered such omission, Landlord and Tenant now desire to enter into this amendment in order to ratify and confirm the Lease and to waive any defenses to enforcement thereof as a result of the failure to acknowledge the Lease at the time of original execution.

Accordingly, in consideration of the foregoing and the mutual covenants herein contained, it is hereby agreed as follows:

#### AGREEMENT

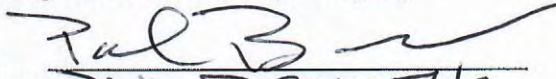
1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Ratification; Waiver of Claims for Failure to Acknowledge. Landlord and Tenant hereby ratify and confirm the Lease and all terms and conditions thereof. Further, Landlord and Tenant hereby waive any claims related to lack of enforceability of the Lease for failure to comply with the statute of frauds as a result of the failure to have their respective signatures acknowledged at the time of original execution.
3. Counterparts. This Amendment may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

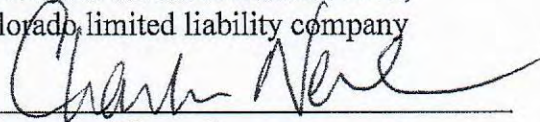
**LANDLORD:**

P & L Land Company, LLC,  
an Oregon limited liability company

By:   
Name: PAUL B. BORTLEY  
Title: MANAGING MEMBER

**TENANT:**

QualiCenters Inland Northwest LLC,  
a Colorado limited liability company

By:   
Name: **Charles Newth**  
Title: **Dir. of Real Estate**

*[Acknowledgements follow]*



[Landlord Acknowledgement to Third Amendment to Lease Agreement]

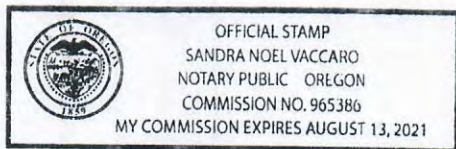
STATE OF

COUNTY OF LANE

SS.

I certify that I know or have satisfactory evidence that PAUL M BEDORTHA is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of P & L Land Company, LLC, an Oregon limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 23RD day of MAY, 2019.



Sandra Noel Vaccaro  
(Signature of Notary)

SANDRA NOEL VACCARO  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of OREGON,  
residing at SPRINGFIELD, OR

My appointment expires 8/13/2021

[Tenant Acknowledgement to Third Amendment to Lease Agreement]

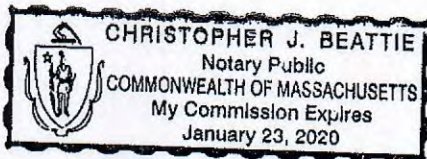
COMMONWEALTH OF  
MASSACHUSETTS

ss.

COUNTY OF MIDDLESEX

I certify that I know or have satisfactory evidence that Charles Newth is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of Real Estate of QualiCenters Inland Northwest LLC, a Colorado limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of May, 2019.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of  
Massachusetts, residing at Waltham

My appointment expires 1/23/2020

**Exhibit 10B.**  
**Proof of Landlord Ownership**

BENTON COUNTY PROPERTY SEARCH

306741  
6600 W RIO GRANDE AVE

P & L LAND COMPANY LLC  
2580 N 31ST ST  
SPRINGFIELD, OR 97477

Total Market Value  
\$2,828,740

KEY INFORMATION

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------|
| Parcel # / Geo ID | 132991030000018                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Use Code              | 65 Service - Professional |
| Township          | 09                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Section               | 32                        |
| Range             | 29                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Legal Acres           | 1                         |
| Neighborhood      | 610220                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Subdivision / Section | -                         |
| Land Size Acres   | 1.2949                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Land Size Sq Foot     | 56407.00                  |
| Legal Description | SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, QUARTER NE: LOT 16 OF VISTA BUSINESS & TECHNOLOGY PARK ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, AT PAGE 370, RECORDS OF BENTON COUNTY, WASHINGTON: TOGETHER WITH THE NORTHEASTERLY 20 FEET OF SAID LOT 15, VISTA BUSINESS & TECHONOLOGY PARK ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 370 RECORDS OF BENTON COUNTY, WASHINGTON. (BOUNDARY LINE ADJUSTMENT PER AF#2016-007777, 3/24/2016). |                       |                           |

ASSESSMENT DETAILS

|                                |             |
|--------------------------------|-------------|
| Improvement Homesite Value     | \$0         |
| Improvement Non-Homesite Value | \$2,442,340 |
| Land Homesite Value            | \$0         |
| Land Non-Homesite Value        | \$386,400   |
| Market Value                   | \$2,828,740 |
| Assessed Value                 | \$2,828,740 |
| Taxable Value                  | \$2,828,740 |

RESIDENTIAL BUILDING (1)

Total Improvement Value \$2,442,340

|                    |    |
|--------------------|----|
| Living Area (sqft) | 0  |
| Condition          | AV |
| Bedrooms           |    |
| Bathrooms          |    |
| Half Bathrooms     |    |
| Foundation         |    |
| Exterior Wall      |    |
| Roof Covering      |    |
| HVAC               |    |
| Fireplace          |    |

IMPROVEMENTS

| Type     | Description           | Class | Year Built | Area    |     |
|----------|-----------------------|-------|------------|---------|-----|
| CONC     | -                     | Avg   | 2017       | 2800.0  |     |
| MEDOFF   | Fresenius Kidney Care | Good  | 2017       | 11132.0 |     |
| Canopy   | -                     | Good  | 2017       | 844.0   |     |
| ASPH     | -                     | Avg   | 2017       | 20000.0 |     |
| LGHTPOLE | -                     | Avg   | 2017       | 6.0     | 281 |



**LAND**

| Land Type | Soil Type | Ag Use | Primary Use | Land Size Acres | Land Size Sq Foot |
|-----------|-----------|--------|-------------|-----------------|-------------------|
| 11        | None      | -      | 65          | 1.2949          | 56407.00          |

**TAXING JURISDICTION**

Owner: P & L LAND COMPANY LLC

% Ownership: 100.00

Total Value: \$2,828,740

Total Levy: \$35,233

| Levy Code  | Description                       | Levy Rate    | Appraised Value | Taxable Value | Estimated Tax |
|------------|-----------------------------------|--------------|-----------------|---------------|---------------|
| KENADR     | KENNEWICK ADMIN REFUND            | 0.0082947313 | \$2,828,740     | \$2,828,740   | \$23.46       |
| KENFIREPEN | KENNEWICK FIRE PENSION            | 0.0112925584 | \$2,828,740     | \$2,828,740   | \$31.94       |
| KENN       | KENNEWICK GENERAL                 | 2.1512358083 | \$2,828,740     | \$2,828,740   | \$6085.29     |
| CNYADMR    | COUNTY ADMIN REFUND               | 0.0025946191 | \$2,828,740     | \$2,828,740   | \$7.34        |
| CNYHMNSVCS | COUNTY HUMAN SERVICES             | 0.0250000000 | \$2,828,740     | \$2,828,740   | \$70.72       |
| CNYVET     | COUNTY VETERANS                   | 0.0113000001 | \$2,828,740     | \$2,828,740   | \$31.96       |
| COUNTY     | COUNTY                            | 1.2399409444 | \$2,828,740     | \$2,828,740   | \$3507.47     |
| KENNHOSP   | KENNEWICK HOSPITAL                | 0.1330216252 | \$2,828,740     | \$2,828,740   | \$376.28      |
| KENNHOSPR  | KENNEWICK HOSPITAL ADMIN REFUND   | 0.0000000000 | \$2,828,740     | \$2,828,740   | \$0.00        |
| LIBADR     | MID-COLUMBIA LIBRARY ADMIN REFUND | 0.0005249903 | \$2,828,740     | \$2,828,740   | \$1.49        |
| MCLIB      | MID-COLUMBIA LIBRARY              | 0.3665400219 | \$2,828,740     | \$2,828,740   | \$1036.85     |
| PTKEN      | PORT OF KENNEWICK                 | 0.3322149521 | \$2,828,740     | \$2,828,740   | \$939.75      |
| PTKENADR   | PORT OF KENNEWICK ADMIN REFUND    | 0.0010617476 | \$2,828,740     | \$2,828,740   | \$3.00        |
| SD17       | SCHOOL DIST 17 DEBT SERVICE       | 1.6159914437 | \$2,828,740     | \$2,828,740   | \$4571.22     |
| SD17ADR    | SCHOOL DIST 17 ADMIN REFUND       | 0.0186933677 | \$2,828,740     | \$2,828,740   | \$52.88       |
| SD17MO     | SCHOOL DIST 17 M & O              | 3.3702143348 | \$2,828,740     | \$2,828,740   | \$9533.46     |
| STATE      | STATE SCHOOL                      | 2.0403051890 | \$2,828,740     | \$2,828,740   | \$5771.49     |
| STATE2     | STATE SCHOOL PART 2               | 1.1267397467 | \$2,828,740     | \$2,828,740   | \$3187.25     |

**ROLL VALUE HISTORY**

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
| 2018 | \$2,442,340  | \$386,400   | \$0         | \$2,828,740     | \$2,828,740   |
| 2017 | \$2,442,340  | \$386,400   | \$0         | \$2,828,740     | \$2,828,740   |

**PERMITS**

| Issue Date | Status | Description | Comment                                                       | Complete Date |
|------------|--------|-------------|---------------------------------------------------------------|---------------|
| 10/05/2016 | OPEN   | Misc        | 5/17/2017 new medical office 100% complete. Fielded by LL. JB | 05/17/2017    |
| 06/16/2016 | OPEN   | Misc        | 5/17/2017 new medical office 100% complete. Fielded by LL. JB | 05/17/2017    |



**Exhibit 11.**  
**Non-Binding Contractor Letter**



May 22, 2019

Chris King, RECS Project Manager  
Fresenius Medical Care  
312 SE Stonemill Dr.  
Suite 115  
Vancouver, WA 98684

*Re: FMC Columbia Basin*

Mr. King:

Please accept our budgetary construction costs for the Columbia Basin dialysis unit being proposed to the State of Washington.

Tenant Improvement Costs Associated with Con Expansion                      \$197,438.00

Please note that the proposed amounts are budgetary in nature and subject to final design document development and AHJ requirements. Our costs are based on our knowledge of FMC's standard clinics. These costs include Washington State sales tax and permits but do not include the following:

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

Please contact me should you have any questions 949.697.9621

Sincerely,

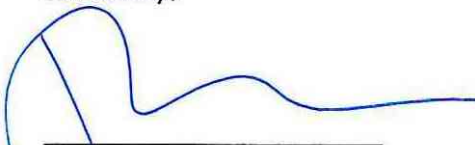
  
\_\_\_\_\_  
Chris Morris  
President

**Exhibit 12.**  
**Equipment List**

## FKC Columbia Basin - Equipment List

### Fixed Equipment

| Description                       | Quantity | Price Per Unit | Total Cost      |
|-----------------------------------|----------|----------------|-----------------|
| Project Water Treatment Equipment | 1        | \$14,000       | \$14,000        |
| Subtotal Fixed Equipment          |          |                | \$14,000        |
| Sales Tax                         |          |                | \$1,204         |
| <b>Total Fixed Equipment</b>      |          |                | <b>\$15,204</b> |

### Moveable Equipment

| Description                     | Quantity | Price Per Unit | Total Cost      |
|---------------------------------|----------|----------------|-----------------|
| <u>Artwork/Furniture</u>        |          |                |                 |
| Nurse Station                   | 1        | \$1,000        | \$1,000         |
| Warehousing and delivery        | 1        | \$200          | \$200           |
| <u>Equipment</u>                |          |                |                 |
| TV's                            | 4        | \$1,050        | \$4,200         |
| T-Machine                       | 4        | Leased         | N/A             |
| Dialysis Chairs                 | 4        | \$1,880        | \$7,520         |
| O2 Concentrator                 | 4        | \$1,000        | \$4,000         |
| Subtotal Moveable Equipment     |          |                | \$16,920        |
| Sales Tax                       |          |                | \$1,455         |
| <b>Total Moveable Equipment</b> |          |                | <b>\$18,375</b> |

|                        |  |  |                 |
|------------------------|--|--|-----------------|
| <b>Total Equipment</b> |  |  | <b>\$33,579</b> |
|------------------------|--|--|-----------------|

**Exhibit 13.**  
**Financial Commitment Letter**



November 1, 2019

Department of Health  
Certificate of Need Program  
PO Box 47852  
Olympia, WA 98504-7852

**RE: Qualicenters Inland Northwest, LLC Requesting to expand by an additional 4 stations in Benton County.**

Dear Sir or Madam:

Please accept this letter as evidence of financial support for the certificate of need application by Qualicenters Inland Northwest, LLC an operating subsidiary of Fresenius Medical Care Holdings, Inc. ("Fresenius"), to expand FKC Columbia Basin by an additional 4 stations.

Fresenius is pleased to commit from its corporate reserves, the funding for the estimated capital expenditures required for this health 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 **13th day of May, 2019** ("Effective Date"), between **Kadlec Medical Center** located at 888 Swift Boulevard, Richland WA 99352 (hereinafter referred to as "Hospital") and **Fresenius Kidney Care Columbia Basin** located at 6600 West Rio Grande Avenue, Kennewick WA 99336

WHEREAS, Kadlec Medical Center and Fresenius Kidney Care are each acute health care medical hospital facilities located within the State of Washington hereinafter referred to singly as a "party" and collectively as "parties; and desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital and those residing in the hospital's distinct/part/skilled intermediate care unit, in compliance with 42 C.F.R. Part 494.180(g), 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 Company 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 Company's patients. If, in the opinion of a member of Company'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 Company, the responsible physician shall notify the patient's physician of record, as indicated in Company's files, and shall promptly notify the Emergency Room physician of the particular emergency. Company 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 medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Company, 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.
2. In the event the patient must be transferred directly from Company to the Hospital, Company shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.
3. Company shall keep medical records of all treatments rendered to patients by Company. These medical records shall conform to applicable standards of professional practice. If

requested by the Hospital, Company shall provide complete copies of all medical records of a patient treated by Company who is, at the time of the request, an inpatient at the Hospital.

4. The Hospital shall accept any patient of Company referred to the Hospital for elective reasons, subject to the availability of appropriate facilities, after the Company 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 Company either at the Hospital or at an affiliated hospital:
  - a. Availability of a surgeon capable of vascular access insertion and long-term maintenance;
  - b. 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. Company shall have no responsibility for any inpatient care rendered by the hospital. Once a patient has been referred by Company to the Hospital, Hospital agrees to indemnify Company 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. Company agrees to develop, maintain and operate, in all aspects, an outpatient hemodialysis facility, providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. Company 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, Company shall conform to applicable standards of professional practice. Company 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 Company, and the continued treatment by Company, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.
8. The cost of such facilities, equipment and personnel shall be borne by Company. The location of such facilities shall be selected by Company but shall be sufficiently close to

the proximity to the Hospital to facilitate the transfer of patients, and communication between the facilities.

9. Company shall engage a medical director of Company's outpatient hemodialysis facility who shall have the qualifications specified in 42 C.F.R. Part 494.140(a). 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. Part 494.140(b)-(f), Company 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 Company Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the Company Medical Director, said patient may be referred to Company for outpatient treatment at a facility operated by Company 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 Care Program and Patient Care Plan Team, and of medical and other information necessary or useful in the care and treatment of patients referred to Company 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 Company 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. Company 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 Company'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. Company 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:

Kadlec Medical Center  
888 Swift Boulevard  
Richland WA 99352  
Attn:

To Company:

FKC Columbia Basin  
6600 West Rio Grande Avenue  
Kennewick WA 99336  
Attn: Director of Operations

With a copy to:

c/o Fresenius Medical Care North America  
920 Winter Street  
Waltham, MA 02451-1457  
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 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.

18. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where Company is located, without respect to its conflicts of law rules.
19. 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.
20. 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:**

**Kadlec Medical Center**

By:   
Name: Kirk Harper  
Title: COO/CNO

**Company:**

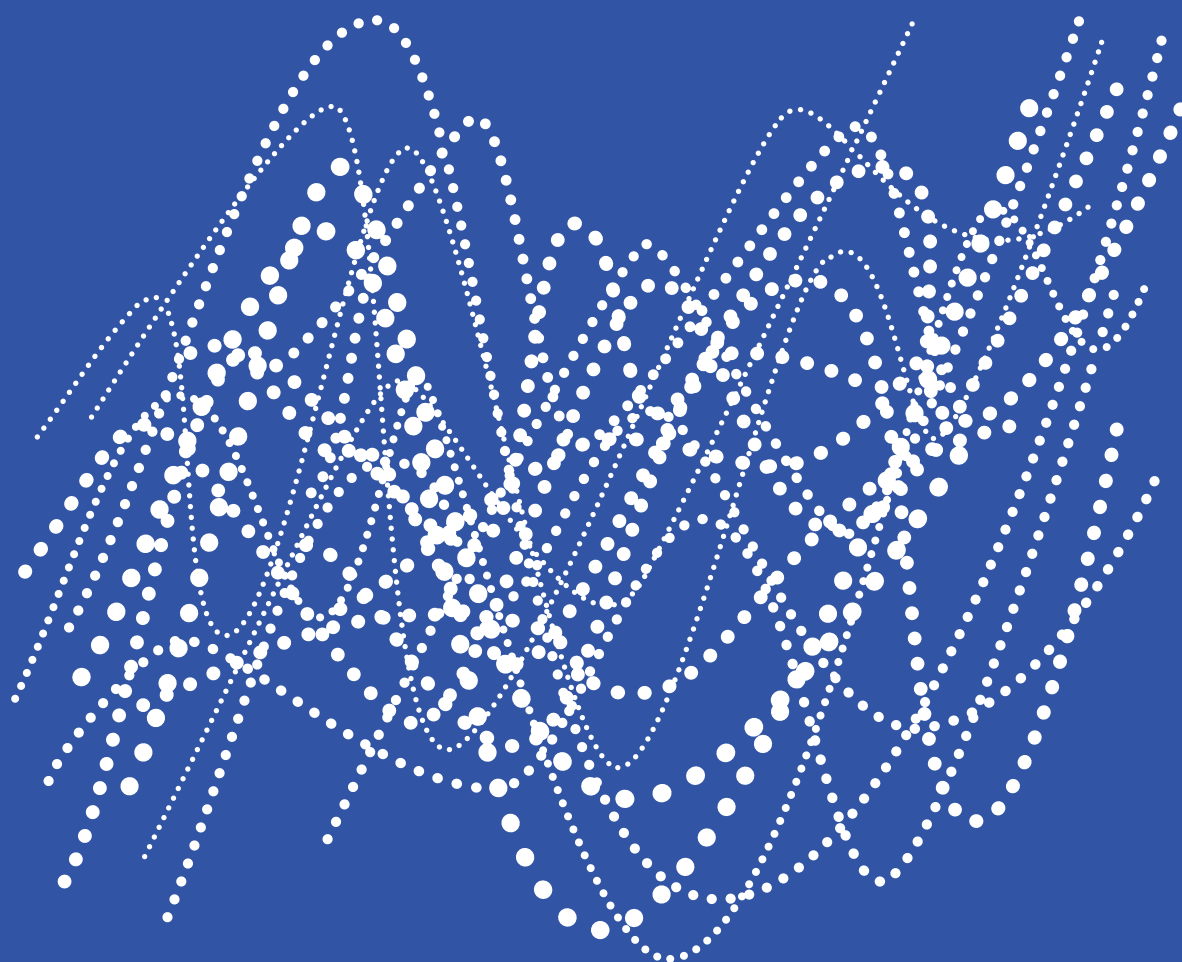
**Fresenius Kidney Care Columbia Basin**

By:   
Name: Casey Stowell  
Title: Fresenius Kidney Care NA  
RVP, Pacific NW Region



ANNUAL REPORT  
2017

*creating*  
**ADDED  
VALUE**



## *To our* **SHAREHOLDERS**

- 10 MANAGEMENT BOARD
- 12 CAPITAL MARKETS  
AND SHARES

## *Group* **MANAGEMENT REPORT**

- 18 GENERAL INFORMATION  
ABOUT THIS GROUP  
MANAGEMENT REPORT
- 19 OVERVIEW ABOUT  
THE GROUP
- 32 ECONOMIC REPORT
- 54 SUBSEQUENT EVENTS
- 55 OUTLOOK
- 59 RISKS AND  
OPPORTUNITIES REPORT
- 74 CORPORATE GOVERNANCE  
FUNDAMENTALS

## *Non-financial* **GROUP REPORT**

- 78 NON-FINANCIAL  
GROUP REPORT
- 93 LIMITED ASSURANCE  
REPORT OF THE  
INDEPENDENT AUDITOR

## *Corporate* **GOVERNANCE**

- 96 REPORT OF THE  
SUPERVISORY BOARD
- 102 CORPORATE GOVERNANCE  
REPORT AND DECLARATION  
ON CORPORATE GOVERNANCE

## *Consolidated* **FINANCIAL STATEMENTS**

- 134 CONSOLIDATED  
STATEMENTS
- 140 NOTES TO  
CONSOLIDATED  
FINANCIAL  
STATEMENTS
- 215 SUPERVISORY BOARD  
AND MANAGEMENT  
BOARD
- 217 REPRODUCTION OF  
THE INDEPENDENT  
AUDITOR'S REPORT

## *Further* **INFORMATION**

- 224 RESPONSIBILITY  
STATEMENT
- 225 REGIONAL  
ORGANIZATION
- 226 MAJOR SUBSIDIARIES
- 228 GLOSSARY
- 234 FIVE-YEAR SUMMARY  
FINANCIAL CALENDAR,  
IMPRINT & CONTACT

# *Consolidated* **FINANCIAL STATEMENTS**

|     |                                                     |
|-----|-----------------------------------------------------|
| 134 | CONSOLIDATED STATEMENTS<br>OF INCOME                |
| 135 | CONSOLIDATED STATEMENTS<br>OF COMPREHENSIVE INCOME  |
| 136 | CONSOLIDATED BALANCE SHEETS                         |
| 137 | CONSOLIDATED STATEMENTS<br>OF CASH FLOWS            |
| 138 | CONSOLIDATED STATEMENTS<br>OF SHAREHOLDERS' EQUITY  |
| 140 | NOTES TO CONSOLIDATED<br>FINANCIAL STATEMENTS       |
| 215 | SUPERVISORY BOARD AND<br>MANAGEMENT BOARD           |
| 217 | REPRODUCTION OF THE<br>INDEPENDENT AUDITOR'S REPORT |

# CONSOLIDATED STATEMENTS OF INCOME

## 5.1 CONSOLIDATED STATEMENTS OF INCOME

in € THOUS, except share data

|                                                                           | Note | 2017              | 2016              | 2015              |
|---------------------------------------------------------------------------|------|-------------------|-------------------|-------------------|
| <b>Revenue</b>                                                            |      |                   |                   |                   |
| Health care services                                                      |      | 14,531,636        | 13,505,363        | 12,439,205        |
| Health care products                                                      |      | 3,251,936         | 3,064,352         | 3,015,653         |
| ► <b>TOTAL</b>                                                            | 26   | <b>17,783,572</b> | <b>16,569,715</b> | <b>15,454,858</b> |
| <b>Costs of revenue</b>                                                   |      |                   |                   |                   |
| Health care services                                                      |      | 10,362,046        | 9,631,341         | 8,887,855         |
| Health care products                                                      |      | 1,417,806         | 1,322,428         | 1,389,837         |
| ► <b>TOTAL</b>                                                            |      | <b>11,779,852</b> | <b>10,953,769</b> | <b>10,277,692</b> |
| <b>► GROSS PROFIT</b>                                                     |      | <b>6,003,720</b>  | <b>5,615,946</b>  | <b>5,177,166</b>  |
| <b>Operating (income) expenses</b>                                        |      |                   |                   |                   |
| Selling, general and administrative                                       | 4a   | 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)          |
| ► <b>OPERATING INCOME</b>                                                 |      | <b>2,362,439</b>  | <b>2,408,902</b>  | <b>2,128,501</b>  |
| <b>Other (income) expense</b>                                             |      |                   |                   |                   |
| Interest income                                                           | 4e   | (43,297)          | (42,139)          | (105,070)         |
| Interest expense                                                          | 4e   | 397,187           | 408,508           | 457,895           |
| ► <b>INCOME BEFORE INCOME TAXES</b>                                       |      | <b>2,008,549</b>  | <b>2,042,533</b>  | <b>1,775,676</b>  |
| Income tax expense                                                        | 4f   | 454,015           | 622,481           | 565,026           |
| ► <b>NET INCOME</b>                                                       |      | <b>1,554,534</b>  | <b>1,420,052</b>  | <b>1,210,650</b>  |
| <b>► NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTERESTS</b>              |      | <b>274,746</b>    | <b>276,072</b>    | <b>255,704</b>    |
| <b>► NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG &amp; CO. KGAA</b> |      | <b>1,279,788</b>  | <b>1,143,980</b>  | <b>954,946</b>    |
| <b>► BASIC EARNINGS PER SHARE</b>                                         | 19   | <b>4.17</b>       | <b>3.74</b>       | <b>3.14</b>       |
| <b>► FULLY DILUTED EARNINGS PER SHARE</b>                                 | 19   | <b>4.16</b>       | <b>3.73</b>       | <b>3.13</b>       |

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

## 5.2 CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

in € THOUS

|                                                                                                           | Note   | 2017               | 2016             | 2015             |
|-----------------------------------------------------------------------------------------------------------|--------|--------------------|------------------|------------------|
| <b>► NET INCOME</b>                                                                                       |        | <b>1,554,534</b>   | <b>1,420,052</b> | <b>1,210,650</b> |
| <b>Other comprehensive income (loss)</b>                                                                  |        |                    |                  |                  |
| <b>Components that will not be reclassified to profit or loss</b>                                         |        |                    |                  |                  |
| 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)          |
| <b>► TOTAL</b>                                                                                            |        | <b>(20,553)</b>    | <b>(24,338)</b>  | <b>21,339</b>    |
| <b>Components that may be reclassified subsequently to profit or loss</b>                                 |        |                    |                  |                  |
| Gain (loss) related to foreign currency translation                                                       | 24     | (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)         |
| <b>► TOTAL</b>                                                                                            |        | <b>(1,264,597)</b> | <b>386,501</b>   | <b>713,536</b>   |
| <b>► OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX</b>                                                    |        | <b>(1,285,150)</b> | <b>362,163</b>   | <b>734,875</b>   |
| <b>► TOTAL COMPREHENSIVE INCOME</b>                                                                       |        | <b>269,384</b>     | <b>1,782,215</b> | <b>1,945,525</b> |
| Comprehensive income attributable to noncontrolling interests                                             |        | 150,611            | 310,580          | 344,427          |
| <b>► COMPREHENSIVE INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG &amp; CO. KGAA</b>                       |        | <b>118,773</b>     | <b>1,471,635</b> | <b>1,601,098</b> |

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED BALANCE SHEETS

## 5.3 CONSOLIDATED BALANCE SHEETS

in € THOUS, except share and per share data

|                                                                                                                                                                                                                                                                                  | Note | 2017              | 2016              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------|-------------------|
| <b>Assets</b>                                                                                                                                                                                                                                                                    |      |                   |                   |
| 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                                                                                                                                                                                                                                         | 5    | 111,643           | 209,465           |
| Inventories                                                                                                                                                                                                                                                                      | 8    | 1,290,779         | 1,337,477         |
| Other current assets                                                                                                                                                                                                                                                             | 9    | 662,786           | 1,137,046         |
| <b>► TOTAL CURRENT ASSETS</b>                                                                                                                                                                                                                                                    |      | <b>6,374,307</b>  | <b>6,883,949</b>  |
| 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                                                                                                                                                                                                                                                                   | 4f   | 315,168           | 291,394           |
| Investment in equity method investees                                                                                                                                                                                                                                            | 26   | 647,009           | 598,154           |
| Other non-current assets                                                                                                                                                                                                                                                         |      | 409,894           | 391,723           |
| <b>► TOTAL NON-CURRENT ASSETS</b>                                                                                                                                                                                                                                                |      | <b>17,650,821</b> | <b>18,619,591</b> |
| <b>► TOTAL ASSETS</b>                                                                                                                                                                                                                                                            |      | <b>24,025,128</b> | <b>25,503,540</b> |
| <b>Liabilities</b>                                                                                                                                                                                                                                                               |      |                   |                   |
| Accounts payable                                                                                                                                                                                                                                                                 |      | 590,493           | 575,556           |
| Accounts payable to related parties                                                                                                                                                                                                                                              | 5    | 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           |
| <b>► TOTAL CURRENT LIABILITIES</b>                                                                                                                                                                                                                                               |      | <b>5,299,893</b>  | <b>5,298,897</b>  |
| 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           |
| <b>► TOTAL NON-CURRENT LIABILITIES</b>                                                                                                                                                                                                                                           |      | <b>7,897,049</b>  | <b>9,153,511</b>  |
| <b>► TOTAL LIABILITIES</b>                                                                                                                                                                                                                                                       |      | <b>13,196,942</b> | <b>14,452,408</b> |
| <b>Shareholders' equity</b>                                                                                                                                                                                                                                                      |      |                   |                   |
| 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)         |
| <b>► TOTAL FMC AG &amp; CO. KGAA SHAREHOLDERS' EQUITY</b>                                                                                                                                                                                                                        |      | <b>9,820,102</b>  | <b>9,977,657</b>  |
| Noncontrolling interests                                                                                                                                                                                                                                                         | 17   | 1,008,084         | 1,073,475         |
| <b>► TOTAL EQUITY</b>                                                                                                                                                                                                                                                            |      | <b>10,828,186</b> | <b>11,051,132</b> |
| <b>► TOTAL LIABILITIES AND EQUITY</b>                                                                                                                                                                                                                                            |      | <b>24,025,128</b> | <b>25,503,540</b> |

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED STATEMENTS OF CASH FLOWS

## 5.4 CONSOLIDATED STATEMENTS OF CASH FLOWS

in € THOUS

|                                                                                         | Note       | 2017             | 2016               | 2015             |
|-----------------------------------------------------------------------------------------|------------|------------------|--------------------|------------------|
| <b>Operating activities</b>                                                             |            |                  |                    |                  |
| Net income                                                                              |            | 1,554,534        | 1,420,052          | 1,210,650        |
| <b>Adjustments to reconcile net income to net cash provided by operating activities</b> |            |                  |                    |                  |
| Depreciation and amortization                                                           | 10, 11, 26 | 735,479          | 701,536            | 648,167          |
| Change in deferred taxes, net                                                           |            | (203,046)        | 232                | (36,665)         |
| (Gain) loss on sale of fixed assets and investments                                     |            | (116,624)        | (5,381)            | (4,809)          |
| Compensation expense related to share-based plans                                       | 20         | 46,811           | 27,433             | 8,370            |
| Investments in equity method investees, net                                             |            | (57,009)         | (52,948)           | (16,022)         |
| <b>Changes in assets and liabilities, net of amounts from businesses acquired</b>       |            |                  |                    |                  |
| Trade accounts receivable, net                                                          |            | (181,272)        | (241,878)          | (260,607)        |
| Inventories                                                                             |            | (62,692)         | (60,230)           | (271,301)        |
| Other current and non-current assets                                                    |            | 185,801          | 42,266             | (66,842)         |
| Accounts receivable from related parties                                                |            | 95,025           | (71,773)           | (271)            |
| Accounts payable to related parties                                                     |            | (110,375)        | 120,745            | 24,523           |
| Accounts payable, provisions and other current and non-current liabilities              |            | 629,116          | 365,312            | 808,202          |
| Paid interest                                                                           |            | (339,088)        | (349,738)          | (343,589)        |
| Received interest                                                                       |            | 35,526           | 30,263             | 74,993           |
| Income tax payable                                                                      |            | 654,250          | 547,157            | 485,181          |
| Paid income taxes                                                                       |            | (674,625)        | (541,075)          | (493,376)        |
| <b>► NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>                            |            | <b>2,191,811</b> | <b>1,931,973</b>   | <b>1,766,604</b> |
| <b>Investing activities</b>                                                             |            |                  |                    |                  |
| Purchases of property, plant and equipment                                              | 26         | (944,460)        | (930,520)          | (858,894)        |
| Proceeds from sale of property, plant and equipment                                     |            | 103,225          | 15,957             | 15,690           |
| Acquisitions and investments, net of cash acquired, and purchases of intangible assets  | 3, 25, 26  | (565,694)        | (521,800)          | (285,543)        |
| Proceeds from divestitures                                                              | 3          | 415,388          | 190,247            | 226,823          |
| <b>► NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>                            |            | <b>(991,541)</b> | <b>(1,246,116)</b> | <b>(901,924)</b> |
| <b>Financing activities</b>                                                             |            |                  |                    |                  |
| Proceeds from short-term debt                                                           |            | 443,996          | 805,191            | 259,149          |
| Repayments of short-term debt                                                           |            | (241,309)        | (342,505)          | (282,895)        |
| Proceeds from short-term debt from related parties                                      |            | 122,079          | 124,300            | 53,000           |
| Repayments of short-term debt from related parties                                      |            | (116,079)        | (138,800)          | (39,901)         |
| Proceeds from long-term debt and capital lease obligations                              |            | 582,311          | 2,071              | 5,439            |
| Repayments of long-term debt and capital lease obligations                              |            | (1,099,329)      | (662,823)          | (292,793)        |
| Increase (decrease) of accounts receivable securitization program                       |            | 157,564          | 112,025            | (262,055)        |
| Proceeds from exercise of stock options                                                 |            | 47,591           | 47,467             | 85,034           |
| Purchase of treasury stock                                                              | 17         | (57,938)         | –                  | –                |
| Dividends paid                                                                          | 17         | (293,973)        | (244,251)          | (236,773)        |
| Distributions to noncontrolling interests                                               |            | (386,340)        | (294,302)          | (256,399)        |
| Contributions from noncontrolling interests                                             |            | 42,797           | 71,910             | 60,744           |
| <b>► NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>                            |            | <b>(798,630)</b> | <b>(519,717)</b>   | <b>(907,450)</b> |
| <b>EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS</b>                     |            | <b>(132,413)</b> | <b>38,012</b>      | <b>25,422</b>    |
| <b>Cash and cash equivalents</b>                                                        |            |                  |                    |                  |
| Net increase (decrease) in cash and cash equivalents                                    |            | 269,227          | 204,152            | (17,348)         |
| Cash and cash equivalents at beginning of period                                        |            | 708,882          | 504,730            | 522,078          |
| <b>CASH AND CASH EQUIVALENTS AT END OF PERIOD</b>                                       | 6          | <b>978,109</b>   | <b>708,882</b>     | <b>504,730</b>   |

The following notes are an integral part of the consolidated financial statements.

# CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

## 5.5 CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

in € THOUS, except share data

|                                                           | Note | Ordinary Shares    |                | Treasury Stock     |                  |
|-----------------------------------------------------------|------|--------------------|----------------|--------------------|------------------|
|                                                           |      | Number of shares   | No par value   | Number of shares   | Amount           |
| <b>BALANCE AT DECEMBER 31, 2014</b>                       |      | <b>311,104,251</b> | <b>311,104</b> | <b>(7,548,951)</b> | <b>(384,966)</b> |
| 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                                      |      | –                  | –              | –                  | –                |
| <b>BALANCE AT DECEMBER 31, 2015</b>                       |      | <b>312,863,071</b> | <b>312,863</b> | <b>(7,548,951)</b> | <b>(384,966)</b> |
| 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                                      |      | –                  | –              | –                  | –                |
| <b>BALANCE AT DECEMBER 31, 2016</b>                       |      | <b>307,221,791</b> | <b>307,222</b> | <b>(999,951)</b>   | <b>(50,993)</b>  |
| 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                                      |      | –                  | –              | –                  | –                |
| <b>BALANCE AT DECEMBER 31, 2017</b>                       |      | <b>308,111,000</b> | <b>308,111</b> | <b>(1,659,951)</b> | <b>(108,931)</b> |

The following notes are an integral part of the consolidated financial statements.



| Accumulated other comprehensive income (loss) |                      |                                    |                     |                  |                                                      |                             |                   |
|-----------------------------------------------|----------------------|------------------------------------|---------------------|------------------|------------------------------------------------------|-----------------------------|-------------------|
| Additional<br>paid-in capital                 | Retained<br>earnings | Foreign<br>currency<br>translation | Cash Flow<br>Hedges | Pensions         | Total FMC AG &<br>Co. KGaA share-<br>holders' equity | Noncontrolling<br>interests | Total equity      |
| <b>4,130,341</b>                              | <b>4,827,336</b>     | <b>(973,516)</b>                   | <b>(85,028)</b>     | <b>(239,826)</b> | <b>7,585,445</b>                                     | <b>802,367</b>              | <b>8,387,812</b>  |
| 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         |
| <b>4,224,395</b>                              | <b>5,369,493</b>     | <b>(364,636)</b>                   | <b>(55,271)</b>     | <b>(232,311)</b> | <b>8,869,567</b>                                     | <b>936,024</b>              | <b>9,805,591</b>  |
| 41,029                                        | –                    | –                                  | –                   | –                | 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         |
| –                                             | –                    | 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         |
| <b>3,960,115</b>                              | <b>6,085,876</b>     | <b>(26,019)</b>                    | <b>(38,107)</b>     | <b>(260,437)</b> | <b>9,977,657</b>                                     | <b>1,073,475</b>            | <b>11,051,132</b> |
| 42,944                                        | –                    | –                                  | –                   | –                | 43,833                                               | –                           | 43,833            |
| 11,736                                        | –                    | –                                  | –                   | –                | 11,736                                               | –                           | 11,736            |
| –                                             | –                    | –                                  | –                   | –                | (57,938)                                             | –                           | (57,938)          |
| –                                             | (293,973)            | –                                  | –                   | –                | (293,973)                                            | –                           | (293,973)         |
| (45,550)                                      | –                    | –                                  | –                   | –                | (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           |
| <b>3,969,245</b>                              | <b>7,137,255</b>     | <b>(1,203,904)</b>                 | <b>(18,336)</b>     | <b>(263,338)</b> | <b>9,820,102</b>                                     | <b>1,008,084</b>            | <b>10,828,186</b> |

# 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 current 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.

All significant intercompany revenues, expenses, income, receivables and payables are eliminated. Profits and losses on items of property, plant and equipment and inventory acquired from other group entities are also eliminated.

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 noncontrolling 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                   |

## 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<br>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

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 through 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<br>Dec. 31 | average<br>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 fee-for-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.

**l) 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.

**147****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](#).

**o) Self-insurance programs**

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.

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.

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 designated as hedging instruments will continue to be classified and measured at fair value through profit and loss.

## 150

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 judgments 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 CGU is first compared to the CGU's 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 €3,330,990 and €3,491,079 at December 31, 2017 and 2016, respectively, net of allowances for doubtful accounts of €474,891 at December 31, 2017 and €482,461 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.



### 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 & CO. KGAA) by €2,198, excluding the costs of the acquisitions, and revenue increased by €256,045. Total assets increased €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.

## Divestitures

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 fixed assets 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          |
| <b>► COST OF MATERIALS</b>                               | <b>4,756,100</b> | <b>4,110,817</b> | <b>4,000,240</b> |

## 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 |

157

## 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 |

Income tax expense (benefit) for the years ended December 31, 2017, 2016 and 2015 consisted of the following:

### 5.13 INCOME TAX EXPENSE (BENEFIT)

in € THOUS

|                 | 2017             | 2016            | 2015            |
|-----------------|------------------|-----------------|-----------------|
| <b>Current</b>  |                  |                 |                 |
| Germany         | 86,069           | 50,625          | 65,102          |
| U.S.            | 440,000          | 454,448         | 413,502         |
| Other           | 130,992          | 128,320         | 124,910         |
|                 | <b>657,061</b>   | <b>633,393</b>  | <b>603,514</b>  |
| <b>Deferred</b> |                  |                 |                 |
| Germany         | (36,022)         | (23,703)        | (47,857)        |
| U.S.            | (156,704)        | 27,570          | (734)           |
| Other           | (10,320)         | (14,779)        | 10,103          |
|                 | <b>(203,046)</b> | <b>(10,912)</b> | <b>(38,488)</b> |
| <b>► TOTAL</b>  | <b>454,015</b>   | <b>622,481</b>  | <b>565,026</b>  |

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.

### 5.14 RECONCILIATION OF INCOME TAXES

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)        |
| <b>► INCOME TAX EXPENSE</b>                                    | <b>454,015</b> | <b>622,481</b> | <b>565,026</b> |
| Effective tax rate                                             | 22.6%          | 30.5%          | 31.8%          |

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             |
|---------------------------------------------------------------------------------------|------------------|------------------|
| <b>Deferred tax assets</b>                                                            |                  |                  |
| 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          |
| Derivatives                                                                           | 2,215            | 5,487            |
| Compensation expense related to stock options                                         | 16,933           | 13,463           |
| Other                                                                                 | 11,894           | 23,525           |
| <b>► TOTAL DEFERRED TAX ASSETS</b>                                                    | <b>490,553</b>   | <b>764,995</b>   |
| <b>Deferred tax liabilities</b>                                                       |                  |                  |
| 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           |
| Other                                                                                 | 99,439           | 144,105          |
| <b>► TOTAL DEFERRED TAX LIABILITIES</b>                                               | <b>642,925</b>   | <b>1,135,522</b> |
| <b>► NET DEFERRED TAX LIABILITIES</b>                                                 | <b>(152,372)</b> | <b>(370,527)</b> |

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

|                                       | 2017             | 2016             |
|---------------------------------------|------------------|------------------|
| Deferred tax assets                   | 315,168          | 291,394          |
| Deferred tax liabilities              | 467,540          | 661,921          |
| <b>► NET DEFERRED TAX LIABILITIES</b> | <b>(152,372)</b> | <b>(370,527)</b> |

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        |
| <b>► TOTAL</b>          | <b>351,541</b> |

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.

## 5. RELATED PARTY TRANSACTIONS

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.

**5.18 SERVICE AGREEMENTS, LEASE AGREEMENTS AND PRODUCTS**

in € THOUS

|                                       | 2017                        |                                 | 2016                        |                                 | 2015                        |                                 | December 31, 2017   |                  | December 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 |
| <b>Service agreements<sup>1</sup></b> |                             |                                 |                             |                                 |                             |                                 |                     |                  |                     |                  |
| 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               | –                |
| <b>► TOTAL</b>                        | <b>29,289</b>               | <b>103,195</b>                  | <b>22,833</b>               | <b>94,303</b>                   | <b>33,088</b>               | <b>86,566</b>                   | <b>11,223</b>       | <b>7,644</b>     | <b>3,460</b>        | <b>2,907</b>     |
| <b>Lease agreements</b>               |                             |                                 |                             |                                 |                             |                                 |                     |                  |                     |                  |
| Fresenius SE                          | –                           | 8,456                           | –                           | 9,475                           | –                           | 8,671                           | –                   | –                | –                   | –                |
| Fresenius SE affiliates               | –                           | 13,676                          | –                           | 13,717                          | –                           | 13,319                          | –                   | –                | –                   | –                |
| <b>► TOTAL</b>                        | <b>–</b>                    | <b>22,132</b>                   | <b>–</b>                    | <b>23,192</b>                   | <b>–</b>                    | <b>21,990</b>                   | <b>–</b>            | <b>–</b>         | <b>–</b>            | <b>–</b>         |
| <b>Products</b>                       |                             |                                 |                             |                                 |                             |                                 |                     |                  |                     |                  |
| 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           |
| <b>► TOTAL</b>                        | <b>30,530</b>               | <b>439,647</b>                  | <b>26,051</b>               | <b>414,631</b>                  | <b>25,188</b>               | <b>281,664</b>                  | <b>9,148</b>        | <b>40,526</b>    | <b>7,948</b>        | <b>60,116</b>    |

<sup>1</sup> 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**

162

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 €6,000 and €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.

163

## 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        |
| <b>► CASH AND CASH EQUIVALENTS</b> | <b>978,109</b> | <b>708,882</b> |

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.

## 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          |
| <b>► TRADE ACCOUNTS RECEIVABLE, NET</b> | <b>3,330,990</b> | <b>3,491,079</b> |

All trade accounts receivable are due within one year. Trade accounts receivables with a term of more than one year in the amount of €11,977 (2016:€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 € THOUS

|                                                                                     | 2017           | 2016           | 2015           |
|-------------------------------------------------------------------------------------|----------------|----------------|----------------|
| <b>► ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF JANUARY 1</b>                            | <b>482,461</b> | <b>427,841</b> | <b>344,706</b> |
| Change in valuation allowances as recorded in the consolidated statements of income | 549,631        | 430,974        | 396,831        |
| Write-offs and recoveries of amounts previously written-off                         | (501,229)      | (391,827)      | (343,477)      |
| Foreign currency translation                                                        | (55,972)       | 15,473         | 29,781         |
| <b>► ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF DECEMBER 31</b>                          | <b>474,891</b> | <b>482,461</b> | <b>427,841</b> |

164

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)        |
| <b>► TRADE ACCOUNTS RECEIVABLE, NET</b> | <b>2,044,454</b> | <b>680,167</b>         | <b>241,452</b>        | <b>177,596</b>         | <b>187,321</b>              | <b>3,330,990</b> |

### 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)        |
| <b>► TRADE ACCOUNTS RECEIVABLE, NET</b> | <b>2,029,748</b> | <b>748,549</b>         | <b>293,052</b>        | <b>166,684</b>         | <b>253,046</b>              | <b>3,491,079</b> |

## 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           |
| <b>► INVENTORIES</b>                   | <b>1,290,779</b> | <b>1,337,477</b> |

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          |
| <b>► OTHER CURRENT ASSETS</b>       | <b>662,786</b> | <b>1,137,046</b> |

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.

## 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,<br>2017 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions | Reclassi-<br>fications | Disposals | Dec. 31,<br>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<br>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<br>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,<br>2016 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions | Reclassi-<br>fications | Disposals | Dec. 31,<br>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<br>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<br>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,<br>2017 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions | Reclassi-<br>fications | Disposals | Dec. 31,<br>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<br>equipment under capitalized leases | 40,981          | (3,407)                            | (2,995)                                | 10,678    | (481)                  | (928)     | 43,848           |
| Construction in progress                                              | –               | –                                  | –                                      | –         | –                      | –         | –                |
| ► PROPERTY, PLANT<br>AND EQUIPMENT                                    | 4,165,337       | (362,836)                          | (6,445)                                | 622,706   | (684)                  | (254,452) | 4,163,626        |

### 5.29 DEPRECIATION

in € THOUS

|                                                                       | Jan. 1,<br>2016 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions | Reclassi-<br>fications | Disposals | Dec. 31,<br>2016 |
|-----------------------------------------------------------------------|-----------------|------------------------------------|----------------------------------------|-----------|------------------------|-----------|------------------|
| Land                                                                  | 1,221           | 29                                 | –                                      | –         | –                      | 20        | 1,270            |
| Buildings and improvements                                            | 1,405,259       | 44,653                             | 4,272                                  | 202,265   | 2,322                  | (34,626)  | 1,624,145        |
| Machinery and equipment                                               | 2,223,952       | 46,154                             | (4,244)                                | 381,024   | (108)                  | (147,837) | 2,498,941        |
| Machinery, equipment and rental<br>equipment under capitalized leases | 29,704          | 1,056                              | (53)                                   | 10,730    | (119)                  | (337)     | 40,981           |
| Construction in progress                                              | –               | –                                  | –                                      | –         | –                      | –         | –                |
| ► PROPERTY, PLANT<br>AND EQUIPMENT                                    | 3,660,136       | 91,892                             | (25)                                   | 594,019   | 2,095                  | (182,780) | 4,165,337        |

**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          |
| <b>► PROPERTY, PLANT AND EQUIPMENT</b>                             | <b>3,491,771</b> | <b>3,579,626</b> |

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 cyclor 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:

**5.31 ACQUISITION OR MANUFACTURING COSTS***in € THOUS*

|                                          | Jan. 1,<br>2017   | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions     | Reclassi-<br>fications | Disposals       | Dec. 31,<br>2017  |
|------------------------------------------|-------------------|------------------------------------|----------------------------------------|---------------|------------------------|-----------------|-------------------|
| <b>Amortizable intangible assets</b>     |                   |                                    |                                        |               |                        |                 |                   |
| 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           |
| <b>► TOTAL</b>                           | <b>1,497,909</b>  | <b>(133,135)</b>                   | <b>(44,703)</b>                        | <b>87,408</b> | <b>(4,251)</b>         | <b>(17,121)</b> | <b>1,386,107</b>  |
| <b>Non-amortizable intangible assets</b> |                   |                                    |                                        |               |                        |                 |                   |
| Tradename                                | 198,692           | (24,003)                           | –                                      | –             | –                      | –               | 174,689           |
| Management contracts                     | 3,318             | (280)                              | –                                      | –             | –                      | –               | 3,038             |
| <b>► TOTAL</b>                           | <b>202,010</b>    | <b>(24,283)</b>                    | <b>–</b>                               | <b>–</b>      | <b>–</b>               | <b>–</b>        | <b>177,727</b>    |
| <b>► INTANGIBLE ASSETS</b>               | <b>1,699,919</b>  | <b>(157,418)</b>                   | <b>(44,703)</b>                        | <b>87,408</b> | <b>(4,251)</b>         | <b>(17,121)</b> | <b>1,563,834</b>  |
| <b>► GOODWILL</b>                        | <b>12,955,574</b> | <b>(1,448,071)</b>                 | <b>596,418</b>                         | <b>–</b>      | <b>–</b>               | <b>–</b>        | <b>12,103,921</b> |

**5.32 ACQUISITION OR MANUFACTURING COSTS***in € THOUS*

|                                          | Jan. 1,<br>2016   | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions     | Reclassi-<br>fications | Disposals       | Dec. 31,<br>2016  |
|------------------------------------------|-------------------|------------------------------------|----------------------------------------|---------------|------------------------|-----------------|-------------------|
| <b>Amortizable intangible assets</b>     |                   |                                    |                                        |               |                        |                 |                   |
| 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           |
| <b>► TOTAL</b>                           | <b>1,336,779</b>  | <b>40,405</b>                      | <b>103,905</b>                         | <b>30,961</b> | <b>1,313</b>           | <b>(15,453)</b> | <b>1,497,909</b>  |
| <b>Non-amortizable intangible assets</b> |                   |                                    |                                        |               |                        |                 |                   |
| Tradename                                | 192,343           | 6,349                              | –                                      | –             | –                      | –               | 198,692           |
| Management contracts                     | 6,444             | 100                                | –                                      | –             | (2,858)                | (368)           | 3,318             |
| <b>► TOTAL</b>                           | <b>198,787</b>    | <b>6,449</b>                       | <b>–</b>                               | <b>–</b>      | <b>(2,858)</b>         | <b>(368)</b>    | <b>202,010</b>    |
| <b>► INTANGIBLE ASSETS</b>               | <b>1,535,566</b>  | <b>46,854</b>                      | <b>103,905</b>                         | <b>30,961</b> | <b>(1,545)</b>         | <b>(15,821)</b> | <b>1,699,919</b>  |
| <b>► GOODWILL</b>                        | <b>11,961,731</b> | <b>405,040</b>                     | <b>585,945</b>                         | <b>–</b>      | <b>2,858</b>           | <b>–</b>        | <b>12,955,574</b> |

**5.33 AMORTIZATION***in € THOUS*

|                                      | Jan. 1,<br>2017 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions      | Reclassi-<br>fications | Disposals       | Dec. 31,<br>2017 |
|--------------------------------------|-----------------|------------------------------------|----------------------------------------|----------------|------------------------|-----------------|------------------|
| <b>Amortizable intangible assets</b> |                 |                                    |                                        |                |                        |                 |                  |
| 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          |
| <b>► TOTAL</b>                       | <b>896,799</b>  | <b>(87,014)</b>                    | <b>(24,919)</b>                        | <b>112,773</b> | <b>(6,425)</b>         | <b>(10,438)</b> | <b>880,776</b>   |

**5.34 AMORTIZATION**

in € THOUS

|                                      | Jan. 1,<br>2016 | Foreign<br>currency<br>translation | Changes<br>in consolida-<br>tion group | Additions      | Reclassi-<br>fications | Disposals       | Dec. 31,<br>2016 |
|--------------------------------------|-----------------|------------------------------------|----------------------------------------|----------------|------------------------|-----------------|------------------|
| <b>Amortizable intangible assets</b> |                 |                                    |                                        |                |                        |                 |                  |
| 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          |
| <b>► TOTAL</b>                       | <b>772,863</b>  | <b>25,412</b>                      | <b>(52)</b>                            | <b>107,517</b> | <b>1,272</b>           | <b>(10,213)</b> | <b>896,799</b>   |

**5.35 BOOK VALUE**

in € THOUS, December 31

|                                          | 2017              | 2016              |
|------------------------------------------|-------------------|-------------------|
| <b>Amortizable intangible assets</b>     |                   |                   |
| 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            |
| <b>► TOTAL</b>                           | <b>505,331</b>    | <b>601,110</b>    |
| <b>Non-amortizable intangible assets</b> |                   |                   |
| Tradename                                | 174,689           | 198,692           |
| Management contracts                     | 3,038             | 3,318             |
| <b>► TOTAL</b>                           | <b>177,727</b>    | <b>202,010</b>    |
| <b>► INTANGIBLE ASSETS</b>               | <b>683,058</b>    | <b>803,120</b>    |
| <b>► GOODWILL</b>                        | <b>12,103,921</b> | <b>12,955,574</b> |

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 € THOUS

|                                                  | 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 € THOUS

|                             | Jan. 1, 2017   | Foreign currency translation | Changes in consolidation group | Utilized         | Reversed        | Additions      | Reclassifications | 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         |
| <b>► CURRENT PROVISIONS</b> | <b>575,447</b> | <b>(51,133)</b>              | <b>19</b>                      | <b>(481,140)</b> | <b>(35,156)</b> | <b>489,361</b> | <b>5,514</b>      | <b>502,912</b> |

### 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.



### 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 €6,845 and €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          |
| <b>► OTHER CURRENT LIABILITIES</b>                 | <b>2,340,848</b> | <b>2,461,261</b> |

### 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.

### 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          |
| <b>► SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES</b> | <b>769,279</b> | <b>575,010</b> |

#### 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 guarantee. 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](#).

## 14. LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS

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        |
| Convertible Bonds                                                           | 386,984          | 380,735          |
| 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)        |
| <b>► LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS, LESS CURRENT PORTION</b> | <b>5,794,872</b> | <b>6,832,886</b> |

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 |                  |                  |                  | Total            |
|-------------------------------|---------------------------|------------------|------------------|------------------|------------------|
|                               | Less than 1 year          | 1–3 years        | 3–5 years        | Over 5 years     |                  |
| <b>2017</b>                   |                           |                  |                  |                  |                  |
| 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          |
| <b>► TOTAL</b>                | <b>885,637</b>            | <b>2,721,480</b> | <b>2,714,802</b> | <b>395,526</b>   | <b>6,717,445</b> |
| <b>2016</b>                   |                           |                  |                  |                  |                  |
| 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           |
| <b>► TOTAL</b>                | <b>725,074</b>            | <b>4,025,154</b> | <b>1,805,228</b> | <b>1,058,177</b> | <b>7,613,633</b> |

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:

174

### 5.42 AMENDED 2012 CREDIT AGREEMENT – MAXIMUM AMOUNT AVAILABLE AND BALANCE OUTSTANDING

in THOUS

|                      | Maximum amount available 2017 |             | 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 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>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

| Issuer/Transaction           | Face amount | Maturity           | Coupon | Book value<br>2017 in € | Book value<br>2016 in € |
|------------------------------|-------------|--------------------|--------|-------------------------|-------------------------|
| 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

in THOUS

|                              | Maximum amount available 2017 <sup>1</sup> |          | Balance outstanding 2017 <sup>2</sup> |          |
|------------------------------|--------------------------------------------|----------|---------------------------------------|----------|
| Accounts Receivable Facility | \$800,000                                  | €667,056 | \$353,000                             | €294,338 |
|                              | Maximum amount available 2016 <sup>1</sup> |          | Balance outstanding 2016 <sup>2</sup> |          |
| Accounts Receivable Facility | \$800,000                                  | €758,941 | \$175,000                             | €166,018 |

<sup>1</sup> Subject to availability of sufficient accounts receivable meeting funding criteria.

<sup>2</sup> Amounts shown are excluding debt issuance costs.

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,<br>2017 | Foreign<br>currency<br>translation | Changes in<br>consolidation<br>group | Utilized | Reversed | Additions | Reclassi-<br>fications | Dec. 31,<br>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<br>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          |

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 €87,967 (2016: €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 subsidiaries" 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

|                                                                          | 2017           | 2016           |
|--------------------------------------------------------------------------|----------------|----------------|
| <b>Change in benefit obligation</b>                                      |                |                |
| 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)        |
| <b>► BENEFIT OBLIGATION AT END OF YEAR</b>                               | <b>792,739</b> | <b>811,935</b> |
| <b>Change in plan assets</b>                                             |                |                |
| 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)        |
| <b>► FAIR VALUE OF PLAN ASSETS AT END OF YEAR</b>                        | <b>291,256</b> | <b>326,663</b> |
| <b>► FUNDED STATUS AT END OF YEAR</b>                                    | <b>501,483</b> | <b>485,272</b> |

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:

#### 5.47 NET PENSION LIABILITY

in € THOUS

|                                             | 2017           | 2016           |
|---------------------------------------------|----------------|----------------|
| Funded status at end of year                | 501,483        | 485,272        |
| Benefit plans offered by other subsidiaries | 36,304         | 33,725         |
| <b>► NET PENSION LIABILITY</b>              | <b>537,787</b> | <b>518,997</b> |

Benefit plans offered by the U.S., Germany and France contain a pension liability of €501,483 and €485,272 at December 31, 2017 and 2016, respectively. The pension liability consists of a current portion of €4,695 (2016: €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 €496,788 (2016: €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        |
| <b>► NET PERIODIC BENEFIT COSTS</b> | <b>39,694</b> | <b>40,110</b> | <b>38,200</b> |

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        |
| <b>► TOTAL</b> | <b>292,543</b> | <b>300,043</b> |

## 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

| Asset category                                   | 2017           |                                                                |                                         | 2016           |                                                                |                                         |
|--------------------------------------------------|----------------|----------------------------------------------------------------|-----------------------------------------|----------------|----------------------------------------------------------------|-----------------------------------------|
|                                                  | Total          | Quoted prices in active markets for identical assets (Level 1) | Significant observable inputs (Level 2) | Total          | Quoted prices in active markets for identical assets (Level 1) | Significant observable inputs (Level 2) |
| <b>Equity investments</b>                        |                |                                                                |                                         |                |                                                                |                                         |
| Index funds <sup>1</sup>                         | 71,805         | (332)                                                          | 72,137                                  | 81,063         | (1,994)                                                        | 83,057                                  |
| <b>Fixed income investments</b>                  |                |                                                                |                                         |                |                                                                |                                         |
| 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                                                         | –                                       |
| <b>Other types of investments</b>                |                |                                                                |                                         |                |                                                                |                                         |
| Cash, money market and mutual funds <sup>6</sup> | 98             | 98                                                             | –                                       | 97             | 97                                                             | –                                       |
| <b>► TOTAL</b>                                   | <b>291,256</b> | <b>15,607</b>                                                  | <b>275,649</b>                          | <b>326,663</b> | <b>28,687</b>                                                  | <b>297,976</b>                          |

<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.

<sup>2</sup> This category comprises fixed income investments by the U.S. government and government sponsored entities.

<sup>3</sup> 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.

<sup>5</sup> This category represents funds that invest in U.S. treasury obligations directly or in U.S. treasury backed obligations.

<sup>6</sup> 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 long-term 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.

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 other 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

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, €43,778 and €41,701 respectively.

Additionally, the Company contributed for the years ended December 31, 2017, 2016, and 2015 €24,329, €20,938 and €19,751 to state pension plans.

## 17. SHAREHOLDERS' EQUITY

### Capital stock

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](http://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/I". 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/I 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/I" [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/I) [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/subscription 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 71a 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:

## 5.54 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 shares <sup>1</sup> in € THOUS |
|-------------------------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>Purchase of Treasury Stock</b>               |                                   |                                                                                              |                                               |
| May 2013                                        | 52.96                             | 1,078,255                                                                                    | 57,107                                        |
| June 2013                                       | 53.05                             | 2,502,552                                                                                    | 132,769                                       |
| July 2013                                       | 49.42                             | 2,972,770                                                                                    | 146,916                                       |
| August 2013                                     | 48.40                             | 995,374                                                                                      | 48,174                                        |
| <b>► REPURCHASED TREASURY STOCK</b>             | <b>51.00</b>                      | <b>7,548,951</b>                                                                             | <b>384,966</b>                                |
| <b>Retirement of repurchased Treasury Stock</b> |                                   |                                                                                              |                                               |
| February 2016                                   | 51.00                             | 6,549,000                                                                                    | 333,973                                       |
| <b>Purchase of Treasury Stock</b>               |                                   |                                                                                              |                                               |
| December 2017                                   | 87.79                             | 660,000                                                                                      | 57,938                                        |
| <b>► TOTAL</b>                                  | <b>65.63</b>                      | <b>1,659,951</b>                                                                             | <b>108,931</b>                                |

<sup>1</sup> 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, for services rendered.

### 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 <sup>1</sup>

|                         | Standard & Poor's | Moody's | Fitch  |
|-------------------------|-------------------|---------|--------|
| Corporate credit rating | BBB –             | Baa3    | BBB –  |
| Outlook                 | positive          | stable  | stable |

<sup>1</sup> 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 assigning rating agency.



## 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 EARNINGS PER SHARE

*in € THOUS, except share and per share data*

|                                                                           | 2017             | 2016             | 2015           |
|---------------------------------------------------------------------------|------------------|------------------|----------------|
| <b>Numerators</b>                                                         |                  |                  |                |
| ► <b>NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG &amp; CO. KGAA</b> | <b>1,279,788</b> | <b>1,143,980</b> | <b>954,946</b> |
| <b>Denominators</b>                                                       |                  |                  |                |
| Weighted average number of shares outstanding                             | 306,563,400      | 305,748,381      | 304,440,184    |
| Potentially dilutive shares                                               | 719,912          | 580,313          | 824,990        |
| ► <b>BASIC EARNINGS PER SHARE</b>                                         | <b>4.17</b>      | <b>3.74</b>      | <b>3.14</b>    |
| ► <b>FULLY DILUTED EARNINGS PER SHARE</b>                                 | <b>4.16</b>      | <b>3.73</b>      | <b>3.13</b>    |

## 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.

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.

189

#### **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<br>(in THOUS) | Weighted Average<br>Exercise Price<br>in € |
|---------------------------------------|-----------------------|--------------------------------------------|
| <b>Stock options for shares</b>       |                       |                                            |
| ► <b>BALANCE AT DECEMBER 31, 2016</b> | <b>6,067</b>          | <b>62.98</b>                               |
| Granted                               | –                     | –                                          |
| Exercised <sup>1</sup>                | 889                   | 47.50                                      |
| Forfeited                             | 351                   | 52.82                                      |
| ► <b>BALANCE AT DECEMBER 31, 2017</b> | <b>4,827</b>          | <b>65.67</b>                               |

<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          |                                                               |                                            | Exercisable          |                                            |
|--------------------------------------|----------------------|---------------------------------------------------------------|--------------------------------------------|----------------------|--------------------------------------------|
|                                      | Number of<br>options | Weighted average<br>remaining<br>contractual life<br>in years | Weighted average<br>exercise price<br>in € | Number<br>of options | Weighted average<br>exercise price<br>in € |
| <b>Range of exercise prices in €</b> |                      |                                                               |                                            |                      |                                            |
| 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                                      | –                    | –                                          |
| ► <b>TOTAL</b>                       | <b>4,827,134</b>     | <b>4.86</b>                                                   | <b>65.67</b>                               | <b>707,136</b>       | <b>52.57</b>                               |

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.

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.

## 21. OPERATING LEASES AND RENTAL PAYMENTS

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        |
| <b>► TOTAL</b> | <b>4,505,026</b> | <b>3,959,818</b> |

## 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 pre-trial 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.



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 1<sup>st</sup> 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.

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.

## 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

| Categories                                                 | Classes                   |                                                                                                           |                                                                                                                                                                                                                            |  |
|------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                            | Cash and cash equivalents | Assets recognized at carrying amount                                                                      | Liabilities recognized at carrying amount                                                                                                                                                                                  |  |
| 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>                                                                                                                                                                  |  |

<sup>1</sup> Excluding capital lease obligations.

<sup>2</sup> Exclusively capital lease obligations.

| <i>Classes</i> |                                                |                                                                                           |                                                               |                                                                                           |                                                                                                                                       |
|----------------|------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|                | <i>Assets recognized<br/>at fair value</i>     | <i>Liabilities recognized<br/>at fair value</i>                                           | <i>Noncontrolling interests<br/>subject to put provisions</i> | <i>Derivatives not designated<br/>as hedging instruments</i>                              | <i>Derivatives designated<br/>as hedging instruments</i>                                                                              |
|                |                                                |                                                                                           |                                                               | Other current and<br>non-current assets                                                   |                                                                                                                                       |
|                |                                                | Current and non-current<br>provisions and other<br>current and non-current<br>liabilities |                                                               | Current and non-current<br>provisions and other<br>current and non-current<br>liabilities |                                                                                                                                       |
|                | Other current assets<br>and non-current assets |                                                                                           | Other current liabilities<br>and non-current liabilities      |                                                                                           | Other current and<br>non-current assets,<br>Current and non-current<br>provisions and other<br>current and non-current<br>liabilities |

## 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>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   |
| <b>Non-derivative financial instruments</b>            |                 |              |                 |              |
| 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)  |
| <b>Derivative financial instruments</b>                |                 |              |                 |              |
| 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)      |

<sup>1</sup> 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).

<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).

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).

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 PROVISIONS

in € THOUS

|                                                          | 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 €11,574 and €24,312 of derivative financial assets subject to netting arrangements and €12,730 and €26,751 of derivative financial liabilities subject to netting arrangements. Offsetting these derivative financial instruments would have resulted in net assets of €5,505 and €13,673 as well as net liabilities of €6,661 and €16,112 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  |

203

#### 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                |                          |
|----------------------------------------------------------------------|---------------------|--------------------------|---------------------|--------------------------|
|                                                                      | Assets <sup>2</sup> | Liabilities <sup>2</sup> | Assets <sup>2</sup> | Liabilities <sup>2</sup> |
| <b>Derivatives in cash flow hedging relationships<sup>1</sup></b>    |                     |                          |                     |                          |
| 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)                  |
| <b>► TOTAL</b>                                                       | <b>561</b>          | <b>(3,209)</b>           | <b>2,035</b>        | <b>(5,591)</b>           |
| <b>Derivatives not designated as hedging instruments<sup>1</sup></b> |                     |                          |                     |                          |
| Current                                                              |                     |                          |                     |                          |
| Foreign exchange contracts                                           | 11,279              | (9,520)                  | 37,743              | (21,415)                 |
| 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              | –                        |
| <b>► TOTAL</b>                                                       | <b>113,713</b>      | <b>(111,954)</b>         | <b>132,406</b>      | <b>(116,197)</b>         |

<sup>1</sup> 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.

## 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) recognized 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 ended December 31                                              |                |                                                                              |               | for the year ended December 31                                             |      |
|                                                          | 2017                                                                        | 2016           |                                                                              |               | 2017                                                                       | 2016 |
| <b>Derivatives in cash flow hedging relationships</b>    |                                                                             |                |                                                                              |               |                                                                            |      |
| 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                                                                        |      |
| ► <b>TOTAL</b>                                           | <b>1,613</b>                                                                | <b>(1,357)</b> |                                                                              | <b>26,370</b> | <b>26,468</b>                                                              |      |
|                                                          |                                                                             |                |                                                                              |               |                                                                            |      |
|                                                          |                                                                             |                | Location of (Gain) Loss recognized in Income on derivatives                  |               | Amount of (Gain) Loss recognized in Income on derivatives                  |      |
|                                                          |                                                                             |                |                                                                              |               | for the year ended December 31                                             |      |
|                                                          |                                                                             |                |                                                                              |               | 2017                                                                       | 2016 |
| <b>Derivatives not designated as hedging instruments</b> |                                                                             |                |                                                                              |               |                                                                            |      |
| Foreign exchange contracts                               |                                                                             |                | Selling, general and administrative expenses                                 | (8,275)       | (2,109)                                                                    |      |
| Foreign exchange contracts                               |                                                                             |                | Interest income/expense                                                      | 9,435         | 2,937                                                                      |      |
| Derivatives embedded in the Convertible Bonds            |                                                                             |                | Interest income/expense                                                      | 7,771         | (11,877)                                                                   |      |
| Share Options to secure the Convertible Bonds            |                                                                             |                | Interest income/expense                                                      | (7,771)       | 11,877                                                                     |      |
| ► <b>TOTAL</b>                                           |                                                                             |                |                                                                              | <b>1,160</b>  | <b>828</b>                                                                 |      |

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

|                                      | Expected in period of |             |             |              |
|--------------------------------------|-----------------------|-------------|-------------|--------------|
|                                      | Less than 1 year      | 1 – 3 years | 3 – 5 years | Over 5 years |
| <b>2017</b>                          |                       |             |             |              |
| Designated as hedging instrument     | (2,370)               | (530)       | –           | –            |
| Not designated as hedging instrument | 1,762                 | –           | –           | –            |
| <b>2016</b>                          |                       |             |             |              |
| Designated as hedging instrument     | (2,879)               | (953)       | –           | –            |
| Not designated as hedging instrument | 16,331                | (119)       | –           | –            |

### 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:

#### 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 |
| <b>2017</b>                                                             |                           |           |           |              |
| 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   | –         | –            |
| <b>2016</b>                                                             |                           |           |           |              |
| 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    | –         | –            |

<sup>1</sup> Includes amounts from related parties.

<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>3</sup> Excluding bonds.

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.

## 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 COMPREHENSIVE INCOME (LOSS)

in € THOUS

|                                                                            | 2017               |                 |                    | 2016           |            |                | 2015           |                 |                |
|----------------------------------------------------------------------------|--------------------|-----------------|--------------------|----------------|------------|----------------|----------------|-----------------|----------------|
|                                                                            | Pretax             | Tax effect      | Net                | Pretax         | Tax effect | Net            | Pretax         | Tax effect      | Net            |
| <b>Components that will not be reclassified to profit or loss:</b>         |                    |                 |                    |                |            |                |                |                 |                |
| 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         |
| <b>Components that may be reclassified subsequently to profit or loss:</b> |                    |                 |                    |                |            |                |                |                 |                |
| 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         |
| <b>► OTHER COMPREHENSIVE INCOME (LOSS)</b>                                 | <b>(1,249,350)</b> | <b>(35,800)</b> | <b>(1,285,150)</b> | <b>362,117</b> | <b>46</b>  | <b>362,163</b> | <b>759,092</b> | <b>(24,217)</b> | <b>734,875</b> |

## 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) INVESTING ACTIVITIES

in € THOUS

|                                                                                                                     | 2017             | 2016             | 2015             |
|---------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|
| <b>Details for acquisitions</b>                                                                                     |                  |                  |                  |
| 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           |
| <b>► CASH PAID</b>                                                                                                  | <b>(538,955)</b> | <b>(400,525)</b> | <b>(93,145)</b>  |
| Less cash acquired                                                                                                  | 17,630           | 20,660           | 2,878            |
| <b>► NET CASH PAID FOR ACQUISITIONS</b>                                                                             | <b>(521,325)</b> | <b>(379,865)</b> | <b>(90,267)</b>  |
| Cash paid for investments                                                                                           | (17,999)         | (129,764)        | (165,931)        |
| Cash paid for intangible assets                                                                                     | (26,370)         | (12,171)         | (29,345)         |
| <b>► TOTAL CASH PAID FOR ACQUISITIONS AND INVESTMENTS, NET OF CASH ACQUIRED, AND PURCHASES OF INTANGIBLE ASSETS</b> | <b>(565,694)</b> | <b>(521,800)</b> | <b>(285,543)</b> |
| <b>Details for divestitures</b>                                                                                     |                  |                  |                  |
| 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          |
| <b>► PROCEEDS FROM DIVESTITURES</b>                                                                                 | <b>415,388</b>   | <b>190,247</b>   | <b>226,823</b>   |

208

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 € THOUS

|                                                                                                    | 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>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 headquarters' 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<br>America<br>Segment | EMEA<br>Segment  | Asia-Pacific<br>Segment | Latin<br>America<br>Segment | Segment Total     | Corporate        | Total             |
|------------------------------------------------------------------|-----------------------------|------------------|-------------------------|-----------------------------|-------------------|------------------|-------------------|
| <b>2017</b>                                                      |                             |                  |                         |                             |                   |                  |                   |
| 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)          | –                 |
| ► <b>REVENUE</b>                                                 | <b>12,880,563</b>           | <b>2,547,071</b> | <b>1,623,668</b>        | <b>720,166</b>              | <b>17,771,468</b> | <b>12,104</b>    | <b>17,783,572</b> |
| ► <b>OPERATING INCOME</b>                                        | <b>2,086,391</b>            | <b>443,725</b>   | <b>313,042</b>          | <b>58,349</b>               | <b>2,901,507</b>  | <b>(539,068)</b> | <b>2,362,439</b>  |
| Interest                                                         | –                           | –                | –                       | –                           | –                 | –                | (353,890)         |
| ► <b>INCOME BEFORE INCOME TAXES</b>                              | <b>–</b>                    | <b>–</b>         | <b>–</b>                | <b>–</b>                    | <b>–</b>          | <b>–</b>         | <b>2,008,549</b>  |
| 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           |
| <b>2016</b>                                                      |                             |                  |                         |                             |                   |                  |                   |
| 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)          | –                 |
| ► <b>REVENUE</b>                                                 | <b>12,033,198</b>           | <b>2,409,110</b> | <b>1,474,163</b>        | <b>643,614</b>              | <b>16,560,085</b> | <b>9,630</b>     | <b>16,569,715</b> |
| ► <b>OPERATING INCOME</b>                                        | <b>1,936,079</b>            | <b>474,396</b>   | <b>289,434</b>          | <b>59,162</b>               | <b>2,759,071</b>  | <b>(350,169)</b> | <b>2,408,902</b>  |
| Interest                                                         | –                           | –                | –                       | –                           | –                 | –                | (366,369)         |
| ► <b>INCOME BEFORE INCOME TAXES</b>                              | <b>–</b>                    | <b>–</b>         | <b>–</b>                | <b>–</b>                    | <b>–</b>          | <b>–</b>         | <b>2,042,533</b>  |
| 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           |
| <b>2015</b>                                                      |                             |                  |                         |                             |                   |                  |                   |
| 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)          | –                 |
| ► <b>REVENUE</b>                                                 | <b>11,021,366</b>           | <b>2,369,256</b> | <b>1,353,402</b>        | <b>691,186</b>              | <b>15,435,210</b> | <b>19,648</b>    | <b>15,454,858</b> |
| ► <b>OPERATING INCOME</b>                                        | <b>1,648,193</b>            | <b>522,310</b>   | <b>269,841</b>          | <b>43,428</b>               | <b>2,483,772</b>  | <b>(355,271)</b> | <b>2,128,501</b>  |
| Interest                                                         | –                           | –                | –                       | –                           | –                 | –                | (352,825)         |
| ► <b>INCOME BEFORE INCOME TAXES</b>                              | <b>–</b>                    | <b>–</b>         | <b>–</b>                | <b>–</b>                    | <b>–</b>          | <b>–</b>         | <b>1,775,676</b>  |
| 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           |

<sup>1</sup> 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      |
|----------------------------|---------|---------------|-------------------|------------|
| <b>2017</b>                |         |               |                   |            |
| 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 |
| <b>2016</b>                |         |               |                   |            |
| 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 |
| <b>2015</b>                |         |               |                   |            |
| 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 €239 (2016: €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 €377 as well as an advisory fee in the amount of €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 €338 (2016: €338) without any fringe benefits during the fiscal year (2016: €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 €163 (2016: €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 €876 (2016: €552). This includes a fixed compensation of €409 (2016: €366) as well as a compensation to all members of the Audit Committee of €185 (2016: €179). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of €282 (2016: €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 €0 (2016: €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 €1,039 (2016: €714). This includes fixed compensation components for the work in the supervisory board in the amount of €357 (2016: €330) and compensation components for the work in the Committees of €447 (2016: €384). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of €235 (2016: €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

|                    | 2017               |                 | 2016               |                 | 2015               |                 |
|--------------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|
|                    | 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           |

213

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*

|                                                                                                     |                  |
|-----------------------------------------------------------------------------------------------------|------------------|
| Payment of a dividend of €1.06 per share on share capital of €306,451 entitled to receive dividends | 324,838          |
| Balance to be carried forward                                                                       | 4,629,569        |
| <b>► TOTAL</b>                                                                                      | <b>4,954,407</b> |

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**

# 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,

since November 10, 2017)

## SUPERVISORY BOARD COMMITTEES

### Audit and Corporate Governance Committee

William P. Johnston (Chairman)

Rolf A. Classon (Vice Chairman)

Dr. Gerd Krick

Deborah Doyle McWhinney

### 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>

<sup>1</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.

<sup>2</sup> Member of the Joint Committee as representative of Fresenius Medical Care Management AG.

## 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 IFRS 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.

We exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- ▶ Identify 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.
- ▶ Obtain 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 315e (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.

## 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.

222

Frankfurt am Main,  
February 26, 2018

### KPMG AG

Wirtschaftsprüfungsgesellschaft  
(Original German version signed by:)

### BOCK

Wirtschaftsprüfer  
(German Public  
Auditor)

### KAST

Wirtschaftsprüfer  
(German Public  
Auditor)