

### THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Third Amendment") is entered into effective the 7<sup>th</sup> day of December, 2020, by and between Jackson County Regional Health Center (the "Landlord") and Fresenius Medical Care Quad Cities, LLC (the "Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated November 1, 2009, by that Assignment, Assumption and Amendment of Lease Agreement dated April 30, 2016, by that First Amendment to Lease Agreement dated September 10, 2018, by that Second Amendment to Lease Agreement dated March 14, 2019, together with any and all modifications, extensions, etc. (collectively, the "Lease") for property situated at 700 West Grove Street, Maquoketa, Iowa, containing approximately 1,900 square feet (the "Leased Premises"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend and extend the Lease terms.

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

1. Term. The term of the Lease is hereby extended by one (1) year, commencing November 1, 2020 and terminating on October 31, 2021 (the "Second Extended Term"). Tenant has the option to extend the Lease for one (1) year, until October 31, 2022 by providing notice to Landlord prior to March 31, 2021 (Option Year).
2. Base Rent. During the Second Extended Term, Tenant shall pay Base Rent to Landlord for the Leased Premises as follows:

a) Base Rent.

**Period**

**Base Rent**

11/01/2020 — 10/31/2021

Base Rent shall be \$3,115.06 per month.

11/01/2021 — 02/28/2022

On November 1, 2021, Base Rent shall increase, not decrease, by the percentage increase in the Consumer Price Index-All Urban Consumers (CPI-U) U.S. City Average, all items (1982-84=100) US government published for the available month prior to the commencement date (September 2020) and the available month prior to the anniversary date (September 2021) during the Extended Term. However, in no event shall any annual increase in CPI-U exceed ten percent (10%) from the previous twelve-month period.

b) Taxes.

Tenant shall reimburse Landlord for the real estate taxes for the Leased Premises ("Taxes"). Tenant shall bear the cost of and pay Landlord when due, all real estate taxes assessed against the Leased Premises during Tenant Occupancy.

3. Landlord's Responsibilities for Building Services. In consideration of the Base Rent, Landlord's responsibilities for building services of the Leased Premises are as follows:
  - a) On and prior to February 28, 2021.
    - a. Landlord shall pay all utilities including electricity, water and sewer, heating, air conditioning, and hot water.
    - b. Landlord shall pay for the basic repair of all non-dialysis building and mechanical components of the Leased Premises, not to exceed \$5,000.00 (per calendar year).
  - b) Effective March 1, 2021.
    - a. If any utilities are not separately metered, Tenant shall pay its proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place the utilities in its own name.
    - b. Landlord will provide basic maintenance, limited security and repair of all non-dialysis building and mechanical components of Leased Premises, not to exceed Five Thousand Dollars \$5,000.00 (per calendar year).
4. Care and Maintenance. Landlord shall be responsible for care and maintenance of the building not leased by Tenant not to exceed Five Thousand Dollars (\$5,000.00) per calendar year, (the "Maintenance Expenses") of the Leased Premises, excluding any equipment, fixtures and personal property of Tenant. If Maintenance Expenses exceed Five Thousand Dollars (\$5,000.00) in a calendar year, the Landlord shall, within fifteen (15) days, elect whether to incur such Maintenance Expenses or terminate the Lease, and Landlord shall notify Tenant of Landlord's election. Tenant may agree to assume, pay and/or reimburse Landlord of any Maintenance Expenses in excess of Five Thousand Dollars (\$5,000.00), with the understanding that Tenant will not be reimbursed for such expenses at the termination of the lease, for whatever reason. If Tenant agrees to incur such expenses, Landlord shall not terminate the lease in less than sixty (60) days from Landlord's election.
5. Termination. Notwithstanding anything to the contrary contained in this Lease, the parties agree that either party shall have the right to terminate the Lease upon sixty (60) days' notice to the other party without penalty.

Either party upon not less than ten (10) days' prior written notice to the other party specifying the date on which termination will become effective in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, or an opinion by legal counsel acceptable to the parties to the effect that any provision of state or federal law or regulation applied to this Lease creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice. The parties acknowledge that this Lease is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and agree to negotiate in good faith to reform or modify this Lease in the event of supervening law as defined herein prior to terminating this Lease, unless termination is necessary to prevent imminent adverse legal consequence. It is the intent of the parties to fully comply with all laws in the execution and performance of this Lease.

6. Tenant and Landlord hereby agree that there are no claims or disputes against past or current Base Rent.
7. This Third Amendment may be executed in any number of separate counterparts, each of which shall be deemed an original and shall together constitute one and the same instrument. A PDF copy of this Third Amendment containing a PDF copy of the signatures of any party shall be deemed an original signature and such execution and delivery shall be considered valid, binding and effective for all purposes.
8. Notwithstanding anything to the contrary contained in this Lease, any rent, additional rent, or other payments payable to Landlord may be made, at Tenant's election, by electronic fund transfer ("EFT") payment to Landlord's chosen financial institution. Landlord shall provide Tenant all reasonably requested documentation to effectuate said EFT payments within thirty (30) days from Tenant's written request.
9. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Third Amendment.

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

**LANDLORD:**

Jackson County Regional Health Center

**TENANT:**

Fresenius Medical Care Quad Cities, LLC

By: Fresenius Medical Care Ventures, LLC  
Its: Member

By: \_\_\_\_\_

Name: Curt Coleman

Title: President

DocuSigned by:

*Richard A. Bettina*

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By: \_\_\_\_\_

Name: Richard Bettina

Title: Sr. Director of Real Estate

