

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease (this "Fifth Amendment") is entered into as of this ____ day of December, 2024, by and between Livernois L.L.C. (the "Landlord") and Bio-Medical Applications of Michigan, Inc., d/b/a FMC Dialysis Services University (the "Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement executed July 12, 1996, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for certain premises containing approximately 9,600 square feet (the "Premises") situated at 18430 Livernois Ave, Detroit, MI;

WHEREAS, Tenant exercised a Renewal Option pursuant to a notice to Landlord dated September 27, 2024; and

WHEREAS, Landlord and Tenant desire to confirm certain terms of the Lease as a result of Tenant's having exercised the Renewal Option.

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

1. The term of the Lease has been extended by five (5) years, commencing January 1, 2025 and terminating on December 31, 2029 (the "Extended Term").
2. During the Extended Term, Tenant shall pay Base Rent to Landlord for the Premises as follows:

Dates (From/To)	Base Rent per Square Foot	Monthly Base Rent	Annual Base Rent
01/01/2025 - 12/31/2025	\$21.65	\$17,320.00	\$207,840.00
01/01/2026 - 12/31/2026	\$22.08	\$17,664.00	\$211,968.00
01/01/2027 - 12/31/2027	\$22.52	\$18,016.00	\$216,192.00
01/01/2028 - 12/31/2028	\$22.97	\$18,376.00	\$220,512.00
01/01/2029 - 12/31/2029	\$23.43	\$18,744.00	\$224,928.00

3. This Fifth 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 Fifth 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.

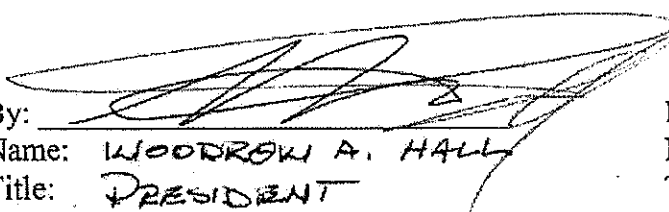
4. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Fifth Amendment.

SIGNATURE PAGE TO FOLLOW

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

LANDLORD:
Livernois L.L.C.

TENANT:
Bio-Medical Applications of Michigan, Inc.

By: 

Name: WOODROW A. HALL

Title: PRESIDENT

By: _____

Name: _____

Title: _____

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (this "Fourth Amendment") is entered into as of this 15th day of December, 2019 by and between Livernois Associates L.L.C. ("Landlord") and Bio-Medical Applications of Michigan, Inc., d/b/a FMC Dialysis Services University, a/k/a Fresenius Kidney Care University MI ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease executed July 12, 1996, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for certain property consisting of approximately 9,600 square feet (the "Premises") and situated at 18430 Livernois Avenue, Detroit, Michigan, as more particularly described in the Lease; and

WHEREAS, Tenant exercised its first Renewal Option to extend the term of the Lease pursuant to Paragraph 2 of that certain Third Amendment to Lease dated as of February 26, 2015 (the "Third Amendment"); and

WHEREAS, Landlord and Tenant desire to confirm the rent and 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. Pursuant to the Third Amendment, the term of the Lease is extended by five (5) years, commencing January 1, 2020 and terminating on December 31, 2024 (defined herein as the "First Option Term").

2. During this First Option Term, Tenant shall pay Base Rent to Landlord for the Premises as follows:

Dates (From/To)	Base Rent per Square Foot	Monthly Base Rent	Annual Base Rent
01/01/2020 - 12/31/2020	\$20.00	\$16,000.00	\$192,000.00
01/01/2021 - 12/31/2021	\$20.40	\$16,320.00	\$195,840.00
01/01/2022 - 12/31/2022	\$20.81	\$16,646.40	\$199,756.80
01/01/2023 - 12/31/2023	\$21.22	\$16,979.33	\$203,751.94
01/01/2024 - 12/31/2024	\$21.65	\$17,318.91	\$207,826.97

3. Landlord and Tenant hereby acknowledge and agree that pursuant to Paragraph 2 of the Third Amendment, Tenant has one (1) remaining Renewal Option. Tenant may exercise this second Renewal Option in accordance with Paragraph 2 of the Third Amendment and the Base Rent payable for such additional Option Term shall be determined in accordance with Paragraph 2 of the Third Amendment.

4. Notwithstanding anything to the contrary contained in the 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.

5. This Fourth 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 Fourth 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.

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

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

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

LANDLORD:
LIVERNOS ASSOCIATES L.L.C.

By: _____

Name: Glenn Wash
Title: Owner/Landlord

TENANT:
BIO-MEDICAL APPLICATIONS OF
MICHIGAN, INC.

By: _____

Name: Bryan Mello
Title: Assistant Treasurer