



April 20, 2017

Subject: Fresenius Vendor Notification

Dear Service Provider:

Jones Lang LaSalle Americas, Inc. (“JLL”) is pleased to announce that Fresenius Kidney Care Group, LLC (“Fresenius”) has selected JLL to provide Integrated Facility Management Services effective June 1, 2017, at the Fresenius sites in Section VII of this packet.

What this means for your company

Your company has been identified as a service provider for Fresenius Kidney Care Group, LLC and JLL will work with you to establish a new contract in due course. However, as of June 1, 2017 your company should continue to provide the same goods and/or services to JLL and Fresenius under the existing compensation and current scope of work previously agreed to with Fresenius.

To ensure timely payment for your continued service to Fresenius after June 1, 2017, **please read the information in this package in its entirety and comply with all related requirements on or before each requested date.** We’ve included a checklist at the end of the package to help you keep track of the steps required to comply with our vendor program. **Your performance of any services after the effective date noted above shall constitute your agreement to the terms set forth in this letter and its attachments.**

Some of the benefits of this enhanced program are:

- Increased exposure within JLL to both quickly and easily qualify for additional work
- Access to JLL Best Practices to drive a culture of safety and ethical business practices
- Best-in-class compliance standards to ensure continued service delivery at Fresenius

We look forward to working with your company to ensure a smooth transition and continued service delivery to Fresenius. Should you have any questions about this letter or the enclosed package, please contact the JLL vendor hotline at 1-855-307-8016 or e-mail Fresenius.Vendor@am.jll.com.

Very truly yours,

Supply Chain Lead for the Deployment Team
Jones Lang LaSalle Americas, Inc.

Request for Information

Effective Date: June 1, 2017

Respond By: May 12, 2017

Instructions

A response to the request for information is required to continue providing service to Fresenius and register your company in our Accounts Payable system. We recognize that our primary contact with your company June be at a regional or national level. Please ensure all communication and changes in process reach your employees servicing Fresenius on-site or at the local level.

Checklist for Completion of Registration Process

To ensure timely payment for your continued service to Fresenius after June 1, 2017, check off each item below from your list as you complete it to ensure you that you become 100% compliant

- Register with Avetta by May 1st and complete the JLL Pre-Qualification by May 12th
- Register for the Corrigo Network by May 12th
- Complete and Submit Rate Card (attachment to email notification) to Fresenius.Vendor@am.jll.com by May 12th
- Attend Corrigo Training Session (*Invitation email will be sent by Corrigo*)
- Complete OSHA Bloodborne Pathogen Safety Training
- Complete Safety On-Site Orientation Training
- Submit a copy of your companies W9 Form to Fresenius.Vendor@am.jll.com by May 12th
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after June 1, 2017

JLL's Screening Program and On-Boarding Process

JLL uses an online vendor pre-qualification and compliance program, and has engaged Avetta (www.Avetta.com) to support our efforts. Please see the attached JLL Pre-Qualification and Compliance Program document that will walk you through the Request for Information process.

On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL's working practices, advising us of your organization's compliance using a Red, Amber, Green status/flag system. **All information must be completely entered no later than Friday, May 12, 2017.**

Rate Card

A rate card was attached to the email notification in which your company received. The rate card is an integral part of the Corrigo process, and is required from your company. It provides detailed price information for services, which allows for recording and allocating costs to ensure compliance.

Please complete the rate card and submit to Fresenius.Vendor@am.jll.com by May 12, 2017. The rate card template was provided as an attachment to your vendor notification.

Certificate of Insurance (COI)

A Certificate of Insurance for the services your company is performing for Fresenius reflecting coverage types, amounts, and additional insured entitled as found in the attached Terms and Conditions. Jones Lang LaSalle Americas Inc. and Fresenius should be listed as additional insured.

COI requirements and documentation will be managed through Avetta. Your company must complete the Avetta registration process and upload a copy of your COI into Avetta.

<p>Commercial General Liability</p>	<p>Commercial General Liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 04 13 or another “occurrence” form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor’s liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:</p> <p style="text-align: right;">\$1,000,000 Per Occurrence Limit \$2,000,000 General Aggregate Limit</p>
<p>Commercial Automobile Liability</p>	<p>Combined Single Limit - \$1,000,000 per accident Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.</p>
<p>Worker’s Compensation</p>	<p>Statutory Limits</p>
<p>Employers Liability</p>	<p>\$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee</p>
<p>Property Insurance</p>	<p>All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor</p>
<p>Excess / Umbrella Liability</p>	<p>Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.</p>
<p>Fidelity Bond / Crime Insurance <i>[Where required by Service Contractor]</i></p>	<p>Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.</p>
<p>Errors & Omissions Liability <i>[Where required by Service Contractor]</i></p>	<p>Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.</p>

Invoice and Payment Process

Effective Date: June 1, 2017

Ensuring Timely Payments

To ensure timely payment for your continued service to Fresenius after June 1, 2017, **please read the below information in its entirety and comply with all related requests by June 1, 2017.**

Invoices for Services and Goods

All invoices for services rendered and inquiries regarding payment for services rendered **prior to June 1, 2017**, should be sent to Fresenius as done previously. Please ensure all past due invoices for services and goods performed prior to June 1, 2017, have been reconciled and any remaining invoices submitted to Fresenius.

As of June 1, 2017, invoicing will be completed within the Corrigo work order system. Each invoice must reference a Corrigo work order number. The process is simple, transparent, and removes the need for email, faxes, and phone calls.

Details around invoice submittal and payment will be covered during the Corrigo vendor training session. More information regarding Corrigo can be found under Section III of this packet.

Work Orders

A work order number for existing recurring services and new services will be issued when the vendor has been contacted to perform the work. For services provided on-site to Fresenius for non-recurring services, a work order number will also be issued to perform additional work. One invoice per work order and the work order number will need to be listed on all invoices to satisfy JLL's internal accounting requirements for prompt payment.

Payment Terms

Payment terms for all undisputed amounts are Net 30 days from JLL's receipt of a valid invoice, provided invoice is received prior to process cutoff date. JLL shall pay vendor only as and when Client provides JLL with the funds to cover such payment. Payment will be made via check to the remittance address on file.

Service Request Process

Effective Date: June 1, 2017

Register By: May 12, 2017

Dispatch of Service Requests

For services provided on-site to Fresenius, you will receive your service requests electronically with our easy to use web-based application called Corrigo. This will eliminate headaches associated with paperwork, phone messages, approvals, and overall communication.

Starting June 1, 2017, JLL will only assign service requests via the Corrigo network. Service requests will no longer be assigned in any other way. To receive service requests, you must join the Corrigo network through a simple subscription process.

Service requests will include a not to exceed dollar amount as well as a local JLL contact. Service requests do not require the requestor's signature upon completion. If the work performed is billable, your invoice will be created electronically, submitted for approval and paid through the Corrigo network.

Corrigo, a wholly owned subsidiary of JLL, does not charge an upfront fee to join and connect with Fresenius. There is a \$5 fee for each accepted service request or if you plan on receiving a large number of service requests through the Corrigo network, you may opt for a \$30 unlimited monthly plan, which will cover all service requests received in that portal from any customer on the network during that month. A credit card or bank account will be required to register.

Once you have subscribed to the Corrigo network, you will have access to other valuable tools that will help your every-day business communication. You can select Smart Zones to be visible to other service requestors on Corrigo's network sourcing tools. Smart Zones are the geographic area where you provide service. The first Smart Zone is included in your subscription and each additional Smart Zone is \$2.50 per month. It's an easy way to grow your business!

Corrigo will contact you with instructions for joining as soon as you are approved as a vendor for Fresenius. To assist in connecting, Corrigo will provide introductory webinar sessions, online training, and dedicated support via phone or web. At this time, Corrigo can also assist in identifying and linking a possible existing account for your company.

If you have additional questions, please contact Corrigo at connect@corrigo.com, or view the Corrigo Pro Quick Reference Guide site at <http://corrigosupport.desk.com/?t=667078> for helpful training videos and an FAQ document.

Corrigo Training

Date	Start Time	End Time
Thursday, May 25, 2017	2:00 PM (EST)	3:00 PM (EST)
Friday, May 26, 2017	11:00 AM (EST)	12:00 PM (EST)

** An invitation email will be sent from Corrigo with training session details.*

Account Management Process

Effective Date: June 1, 2017

Vendor Information Call

Our goal for this initial communication is to provide as much information as possible about the change in process. A representative from your company is invited to attend a vendor information call. JLL will provide an overview of the changes in facility management, confirm the goods/services in scope and address any concerns you June have about the information in this package and the registration process.

The call will be hosted twice. Please choose the day and time that best fits your schedule.

Date	Start time (EST)	End time (EST)	Audio dial in and passcode
Monday, April 24, 2017	1:00 PM	2:00 PM	Toll Free: (844) 370-8508 Conference ID: 1794780
Wednesday, May 17, 2017	1:00 PM	2:00 PM	Toll Free: (844) 370-8508 Conference ID: 1797456

** Please Note: Your Company only needs to attend 1 out of the 2 vendor information call sessions*

Vendor Requirements for Services Performed On-Site

Any vendor coming on site during business hours **must** check in with a member of the medical clinic staff upon arrival before commencing work. Below are the authorized clinical personnel one must be contacted:

Any Clinic Manager

1. Bio Medical Technician
2. ATOM – Area Tech Ops Manager
3. DO – Director of Ops

The contacts above can also provide escort into controlled areas if required.

OSHA Bloodborne Pathogen Safety Training

Vendors coming on-site to Fresenius are required to take OSHA Bloodborne Pathogen Safety Training. Proof training has been conducted, must be provided in the form of a training report or training roster and include date of completion.

(OSHA's 29 CFR 1910.1030 regulation entitled "Occupational Exposure to Bloodborne Pathogens")

Safety On-Site Orientation Training

Vendors will be required to complete a 15 minute safety orientation, including a 10 minute video and sign off form. This training will be conducted at the on-site Fresenius site in which services are performed.

JLL Pre-Qualification & Compliance Program

Effective Date: June 1, 2017

Respond By: May 12, 2017

Our relationship with vendors is critical to our success and reputation with our clients. JLL is committed to building relationships with vendors who embrace a culture focused on compliance, safety and sustainability, and who can demonstrate their commitment to our performance standards.

This includes ensuring that all appropriate documentation supporting JLL and client standards are in place and available for JLL to review.

To achieve this goal, JLL has partnered with Avetta (www.avetta.com). On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL and client standards and advise us of your organization's compliance using a Red, Amber, Green flag status system.

To join the program there is a one-time activation fee, and an annual membership cost. Your annual membership in the JLL standard program allows you to link to as many JLL client sites within North America as you service for the same flat fee.

Membership Fee Overview for Vendors New to Avetta

- \$ 99 One Time Activation Fee (discounted from \$249 with use of coupon)
- \$100 Program Management Fee
- \$209 DocuGuard Program
- \$109 InsureGuard Program

As a special incentive, the one-time activation fee will be discounted for vendors who register in the first 60 days of this program launch. **Enter the coupon code JLL022417 during the checkout process to receive your discount.**

For existing Avetta members outside the JLL program, any fees due are dependent upon where you fall in the pricing tier.

If your organization is already an Avetta member, JLL will recognize the data you have already submitted. You will need to link your organization to JLL North America–Fresenius account and complete our specific requirements where applicable. Please be aware that registration with Avetta is a mandatory requirement for all new vendor contracts going forward, and any vendors who do not register in the Avetta system will be unable to provide services to JLL in the future.

Please join us at one of the dates/times below for an overview of the Avetta compliance program.

Date	Time (EST)	Conference Line	URL
Friday April 21, 2017	2:00 PM (EST)	Dial 866-259-9955 Passcode 216 226 2034	https://jll.webex.com/jll/j.php?MTID=me6a44dc71679607ba1341a3847ef9ccb
Monday May 1, 2017	12:00 PM (EST)	Dial 866-259-9955 Passcode 216 226 2034	https://jll.webex.com/jll/j.php?MTID=ma483b434a0b0e97236d67272545a93e6

PHASE I: Registration (Required by: May 1, 2017)

Register online– Vendors may access the Avetta website at <http://pages.avetta.com/JLL-Fresenius-Medical-Care.html>. Select the JLL North America-Fresenius account as the client for registration. The JLL program consists of the DocuGuard and InsureGuard offerings.

- If you have questions regarding the Avetta process, Avetta is happy to provide registration assistance by phone, at **877-725-3022**.

PHASE II: Pre-qualification (Required by: May 12, 2017)

- **Complete the Pre-qualification Form (PQF), Diversity and the JLL Specific questionnaires** – The first part of the review process requires contractors and vendors to complete and submit a prequalification form. This includes general information about your company, its service offerings and coverage area, accounts payable information, etc.
- **Upload EHS Program documentation** – You will be asked to provide details and documentation regarding the past three years of safety records.
- **Upload your Certificate of Insurance** – Be sure to verify that your insurance certificate meets the JLL insurance requirements before uploading. A copy of the requirements will appear on the Avetta portal.
- **Respond to any audit questions** – After your paperwork is submitted, Avetta representatives will reach out and ask for any clarification or additional information after they have completed their review and audit of the information. We are here to help provide guidance and support.

PHASE III: Qualification deadline (Required by: June 1, 2017)

- **“Green Flag” status** – Once you have achieved green flag status, your company is rated as compliant in the Avetta Organizer and available for work with JLL.

Avetta has a team dedicated to help you complete your registration and maintaining your membership. If you have any questions please contact them at 877-725-3022 or registrations@Avetta.com.

AVETTA FAQ

Why is JLL moving to this online prequalification and compliance platform?

The business landscape demands it. Clients expect this rigorous level of review and evaluation as a required component of doing business. Our clients, and by extension their subcontractors, are increasingly subject to stricter regulatory requirements and compliance challenges within their industries. They look to JLL to ensure those obligations are being met with documented proof.

What are the benefits to me as a JLL vendor?

Vendors who successfully register through the portal will increase their visibility within JLL. Registering is essential to qualifying for additional work. Your organization and its capabilities will be viewable by all of the JLL client accounts that participate in the platform.

What are the additional benefits to me for joining Avetta beyond JLL?

In addition to maintaining and developing your relationship with JLL, you can search for other Avetta clients that require your skills and experience. Other members include major organizations across the Building Materials, FM, Manufacturing, Chemical, Oil & Gas, Telecoms & Pharmaceutical industries to name but a few. As an international provider, Avetta will give your organization visibility in all locations where you're able to work. Avetta will also support each contractor by providing technical guidance around any shortfalls against the client's requirements.

What is the annual membership fee?

- \$209 DocuGuard Program
- \$109 InsureGuard Program
- \$100 Program Management Fee

In addition to the annual membership there is a one-time activation fee.

Please note that additional fees may be incurred if the vendor is currently working with, or wishes to work with other Avetta clients above and beyond JLL.

The full fee structure can be accessed by logging onto the Avetta website (www.Avetta.com) and going through the initial registration process. Alternatively these can be requested directly from Avetta using the contact details below.

How does a vendor make the payment?

Payments to Avetta can be made by either credit card or mail in payment to the address listed below.

What is a vendor required to do if already a member of Avetta?

Log into your existing account, connect with JLL to review specific requirements and ensure your company information is updated. This will be highlighted on your homepage as Open Tasks, and your Avetta CSR will support you through the process.

How can I contact Avetta for further information?

Phone: 877-725-3022

Email: registrations@Avetta.com

Address: Avetta HQ

17671 Cowan #125

Irvine, CA 92614

Checklist for Completion of Registration Process

To ensure timely payment for your continued service to Fresenius after June 1, 2017, check off each item below from your list as you complete it to ensure you that you become 100% compliant

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- Attend Corrigo Training Session (*Invitation email will be sent by Corrigo*)
- Complete OSHA Bloodborne Pathogen Safety Training
- Complete Safety On-Site Orientation Training
- Submit a copy of your companies W9 Form to Fresenius.Vendor@am.jll.com by May 12th
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after June 1, 2017

Please note that you will receive follow-up phone calls from the JLL Supply Chain Team regarding registration and the Corrigo Team with instructions for joining the work order network.

Should you have any questions about this letter or enclosed package, please contact the JLL vendor hotline at 1-855-307-8016 or e-mail Fresenius.Vendor@am.jll.com.

Contact List for Questions

General Transition Questions – JLL

Phone: 1-855-307-8016

Email: Fresenius.Vendor@am.jll.com

Work Order Network (Corrigo) Tech Support

Connection & Set-Up

Email: connect@corrigo.com

Support Line

Phone: 800-517-2705

Email: support@corrigo.com Or, Click on the “Support” link on the Network Login Page

Vendor Screening Portal (Avetta)

Phone: 877-725-3022

Email: registrations@Avetta.com

Fresenius Property List

Outlined below are the Fresenius sites in which will JLL will provide Integrated Facility Management Services effective June 1, 2017

Clinic #	Facility Name	Address	City	State	Postal Code
1820	CROWN OF TEXAS	1805 Point West Pkwy	Amarillo	TX	79124
2787	WOODWARD (OWNED)	909 18th St	Woodward	OK	73801
4451	LAWTON EAST	4516 SE Lee Blvd	Lawton	OK	73501
4453	ARDMORE	1402 Brookview Dr	Ardmore	OK	73401
6130	STILLWATER JV	1921 W 6th Ave	Stillwater	OK	74074
8433	GRAHAM - JV	1531 380 Byp	Graham	TX	76450
7408	CARSON CITY	4500 S Carson St	Carson City	NV	89701
7410	NORTHWEST RENO	6144 Mae Anne Ave	Reno	NV	89523
9164	EL MONTE DIALYSIS - JV	11204 Rush St	South El Monte	CA	91733
2242	DUNMORE	1416 Monroe Ave	Scranton	PA	18509
4412	HELENA	108 D Anna Pl	Helena	AR	72342
1062	ST. JOHN'S	3038 Saint Johns Bluff Rd S	Jacksonville	FL	32246
1104	JACKSONVILLE	1944 Atlantic Blvd	Jacksonville	FL	32207
1130	TAMPA	3242 Henderson Blvd	Tampa	FL	33609
1196	SANFORD	419 E 1st St	Sanford	FL	32771
1264	GAINESVILLE	1775 NW 80th Blvd	Gainesville	FL	32606
1291	ORLANDO	775 Gateway Dr	Altamonte Springs	FL	32714
1293	PINELLAS PARK DIALYSIS	7910 US Highway 19 N	Pinellas Park	FL	33781
1297	CLEARWATER	26338 US Highway 19 N	Clearwater	FL	33761
1317	VERO BEACH	1515 Indian River Blvd	Vero Beach	FL	32960
1339	INVERNESS DIALYSIS CENTER	1510 Highway 41 N	Inverness	FL	34450
1343	SOUTH ST. PETERSBURG	650 34th St S	Saint Petersburg	FL	33711
1347	LAKE CITY	1445 SW Main Blvd	Lake City	FL	32025
1372	NORTH JACKSONVILLE	10614 Lem Turner Rd	Jacksonville	FL	32218
1413	BRANDON	514 Medical Oaks Ave	Brandon	FL	33511
1461	SAINT AUGUSTINE	1680 Osceola Elementary Rd	Saint Augustine	FL	32084
1467	EAST GAINESVILLE \ ALACHUA	1961 N Main St	Gainesville	FL	32609
1474	APOPKA	1065 W Orange Blossom Trl	Apopka	FL	32712
1492	EAST ORLANDO	2200 N Alafaya Trl	Orlando	FL	32826
1669	LIVE OAK	10543 Suwanee Plaza Blvd	Live Oak	FL	32060
1670	DUVAL	1107 Myra St	Jacksonville	FL	32204
1805	CARROLLWOOD	4553 Gunn Hwy	Tampa	FL	33624
1863	YBOR CITY	2525 E Hillsborough Ave	Tampa	FL	33610
1864	SUWANNEE RIVER	319 W Wade St	Trenton	FL	32693
1865	NORTH ORLANDO	750 Northlake Blvd	Altamonte Springs	FL	32701
1866	WEST ORLANDO	5600 W Colonial Dr	Orlando	FL	32808
1867	ORANGE PARK	2061 Professional Center Dr	Orange Park	FL	32073
1912	PALATKA	6541 Saint Johns Ave	Palatka	FL	32177
1924	STARKE	444 W Madison St	Starke	FL	32091
2253	ALACHUA	11550 Research Cir	Alachua	FL	32615
2403	WINTER PARK	6848 Aloma Ave	Winter Park	FL	32792
3425	FIRST COAST DIALYSIS CENTER	5730 Bowden Rd	Jacksonville	FL	32216
4164	JAX BEACH	1711 5th St S	Jacksonville Beach	FL	32250

Clinic #	Facility Name	Address	City	State	Postal Code
4711	TAMPA NORTH	12674 Telecom Dr	Temple Terrace	FL	33637
4715	CLERMONT	312 Mohawk Rd	Clermont	FL	34715
4718	BREVARD	4940 Stack Blvd	Melbourne	FL	32901
5460	MACCLENNY	244 N 3rd St	Macclenny	FL	32063
6047	MANDARIN FL	9143 Philips Hwy	Jacksonville	FL	32256
6048	OCEANWAY FL	12961 N Main St	Jacksonville	FL	32218
7001	BELLEAIR DIALYSIS CENTER	617 Lakeview Rd	Clearwater	FL	33756
7196	STARKEY LARGO	12505 Starkey Rd	Largo	FL	33773
7198	SOUTH US HWY - 1 PORT ST. LUCIE	8661 S US Highway 1	Port Saint Lucie	FL	34952
7199	OHIO AVE. - FORT PIERCE	2501 Ohio Ave	Fort Pierce	FL	34947
7200	US 19 NORTH CLEARWATER / PALM HARBOR	29296 US Highway 19 N	Clearwater	FL	33761
7201	FMC CLEARWATER BEACH	1057 S Fort Harrison Ave	Clearwater	FL	33756
7202	PATTERSON HAINES CITY	110 Patterson Rd	Haines City	FL	33844
7203	SR 60 - EAST LAKE WALES	1344 State Road 60 E	Lake Wales	FL	33853
7205	SECURITY SQUARE - WINTER HAVEN	120 Bates Ave SW	Winter Haven	FL	33880
7206	COURTENAY-MERRITT ISLAND	245 S Courtenay Pkwy	Merritt Island	FL	32952
7530	CLERMONT EAST	17319 Pagonia Dr	Clermont	FL	34711
7748	ST. PETERSBURG JV	635 4th St N	Saint Petersburg	FL	33701
7750	ROCKLEDGE - JV	577 Barnes Blvd	Rockledge	FL	32955
8438	BREVARD HOME THERAPIES	3021 W Eau Gallie Blvd	Melbourne	FL	32934
8618	WEST JACKSONVILLE	5607 Normandy Blvd	Jacksonville	FL	32205
8661	PALM BAY	450 Malabar Rd SE	Palm Bay	FL	32907
9197	AUBURNDALE	365 Havendale Blvd	Auburndale	FL	33823
9292	TROUT RIVER DIALYSIS	3107 Edgewood Ave W	Jacksonville	FL	32209
100223	ORANGE PARK NORTH	2010 Wells Pond Ct	Orange Park	FL	32073
1213	CROWLEY	625 E 8th St	Crowley	LA	70526
4148	SOUTH BOSSIER	3087 Stafford Ave	Bossier City	LA	71112
4682	EASTERN OREGON	10601 S Walton Rd	La Grande	OR	97850
7014	SANDY	37139 Highway 26	Sandy	OR	97055
8457	MILTON FREEWATER	1213 S Main St	Milton Freewater	OR	97862
1333	ABINGTON	1036 Easton Rd	Willow Grove	PA	19090
2678	GRADUATE	1740 South St	Philadelphia	PA	19146
5375	FMC OF SALISBURY	1340 S Division St	Salisbury	MD	21804
6730	WINYAH	2623 S Fraser St	Georgetown	SC	29440
7131	MAIN STREET - LEBANON	1701 W Main St	Lebanon	TN	37087
1607	WINDSOR	1421 S King St	Windsor	NC	27983
2382	RED SPRINGS	1000 E 4th Ave	Red Springs	NC	28377
7211	WEST COLLEGE WARSAW	213 W College St	Warsaw	NC	28398
4054	SUNNYSIDE DIALYSIS CENTER	8340 Coffee St	Houston	TX	77033
6063	FIFTH WARD	2133 Lockwood Dr	Houston	TX	77020
6091	DELAWARE OH	36 Troy Rd	Delaware	OH	43015
2660	CLAXTON DIALYSIS CENTER	312 N River St	Claxton	GA	30417
2777	WEST CHATHAM DIALYSIS CENTER	113 Minis Ave	Savannah	GA	31408
2931	FT. VALLEY	135 Avera Dr	Fort Valley	GA	31030
4184	RIVER CITY	2443 Brookstone Centre Pkwy	Columbus	GA	31904
7155	WILLIAMS ST. - HOGANSVILLE	1002 Williams St	Hogansville	GA	30230
2939	HARLAN	136 Village Center Rd	Harlan	KY	40831
4811	LEXINGTON NORTH	1610 Leestown Rd	Lexington	KY	40511
4533	TOCCOA	929 Falls Rd	Toccoa	GA	30577

Clinic #	Facility Name	Address	City	State	Postal Code
6000	JOHNSONVILLE SC	200 Stuckey St	Johnsonville	SC	29555
6081	CLAYTON GA	108 Plaza Way	Clayton	GA	30525
1287	SOUTHWEST FORT WORTH	4804 Bryant Irvin Ct	Fort Worth	TX	76107
7089	PAVILION DIALYSIS	723 Delaware St	Denver	CO	80204
4051	LORTON	8986 Lorton Station Blvd	Lorton	VA	22079
4363	LOGANSPORT	1333 Smith St	Logansport	IN	46947
4365	CONNERSVILLE	6049 Industrial Ave N	Connersville	IN	47331
5385	FRANKLIN IN	1159 W Jefferson St	Franklin	IN	46131
6085	GREENSBURG IN	999 N Michigan Ave	Greensburg	IN	47240
7241	EMERSON AVE - NEW CASTLE	101 Emerson Ave	New Castle	IN	47362
7242	GREENVILLE AVE - WINCHESTER	409 E Greenville Ave	Winchester	IN	47394
7335	MONTICELLO - IN	810 S 6th St	Monticello	IN	47960
5497	FALFURRIAS TX	720 N Saint Marys St	Falfurrias	TX	78355
8819	VAL VERDE	608 N Bedell Ave	Del Rio	TX	78840
8853	WEST SAN ANTONIO - JV	411 N General McMullen Dr	San Antonio	TX	78237
8857	NEW BRAUNFELS - JV	1561 N Interstate 35	New Braunfels	TX	78130
8860	JOURDANTON - JV	1720 Highway 97 E	Jourdanton	TX	78026
9163	ALHAMBRA DIALYSIS - JV	2300 W Valley Blvd	Alhambra	CA	91803
1111	WESTERN MASS KIDNEY CENTER / SPRINGFIELD	2000 Main St	Springfield	MA	01103
2120	PIONEER VALLEY	208 Ashley Ave	West Springfield	MA	01089
6083	SOUTHINGTON CT	341 West St	Plantsville	CT	06479
7543	KENMORE WNY - NYDS	1508 Sheridan Dr	Buffalo	NY	14217
8357	NIAGARA RENAL CENTER - ADMINISTERED	3018 Military Rd	Niagara Falls	NY	14304
8358	WHEATFIELD RENAL CENTER - ADMINISTERED	3909 Forest Park Way	North Tonawanda	NY	14120
9072	BUFFALO HOME	52 S Union Rd	Buffalo	NY	14221
7122	JEFFERSON - PRINCETON	401 S Jefferson St	Princeton	KY	42445
1361	BMA NEW RIVER VALLEY	1200 Tyler Ave	Radford	VA	24141
1532	BMA MONTGOMERY COUNTY	106 Southpark Dr	Blacksburg	VA	24060
2093	GILES DIALYSIS FACILITY	1 Taylor Ave	Pearisburg	VA	24134
4063	BRUCETON MILLS	856 Casteel Rd	Bruceton Mills	WV	26525
4162	EAST STATE STREET OH	2005 E State St	Athens	OH	45701
4191	RIPLEY	1000 New Stone Ridge Rd	Ripley	WV	25271
1265	DETROIT	9300 Conant St	Hamtramck	MI	48212
1637	MADISON HEIGHTS	25780 Commerce Dr	Madison Heights	MI	48071
2587	EAST DETROIT	22151 Moross Rd	Grosse Pointe	MI	48236
2819	BEWICK	7733 E Jefferson Ave	Detroit	MI	48214
5361	SANDUSKY	47 Dawson St	Sandusky	MI	48471
6172	DUNDEE MI	129 Helle Blvd	Dundee	MI	48131
6495	FRESENIUS MEDICAL CARE TAYLOR	22970 Northline Rd	Taylor	MI	48180
2097	TWIN COUNTY DIALYSIS CENTER	1159 Glendale Rd	Galax	VA	24333
2099	WYTHEVILLE ARTIFICIAL KIDNEY CENTER	340 Peppers Ferry Rd	Wytheville	VA	24382
8590	NORTHFIELD	480 Central Ave	Northfield	IL	60093
8696	LAKE CITY - HOME	215 SW Prosperity Pl	Lake City	FL	32024
9464	LAKE CITY WEST	179 SW Prosperity Pl	Lake City	FL	32024
5330	SAN JOSE	6850A Santa Teresa Blvd	San Jose	CA	95119
4512	GILMER	812 US HIGHWAY 271 N	Gilmer	TX	75644
4950	SULPHUR SPRINGS	1401 Medical Dr	Sulphur Springs	TX	75482

Clinic #	Facility Name	Address	City	State	Postal Code
1110	BOSTON - TKC	888 Commonwealth Ave	Boston	MA	02215
1630	ROXBURY	416 Warren St	Roxbury	MA	02119
2346	ANDROSCOGGIN	1100 Minot Ave	Auburn	ME	04210
2889	UMBAGOG DIALYSIS CENTER	73 Allen St	Wilton	ME	04294
4181	LANCASTER	173 Middle St	Lancaster	NH	03584
4144	O'FALLON	4663 Highway K	O Fallon	MO	63368
4437	POPLAR BLUFF	2311 Eugene Blvd	Poplar Bluff	MO	63901
4440	ST. LOUIS CHOUTEAU	4030 Chouteau Ave	Saint Louis	MO	63110
4445	BRENTWOOD ST. LOUIS	1400 Strassner Dr	Saint Louis	MO	63144
4951	NIXA	121 N Massey Blvd	Nixa	MO	65714
7143	LIBERTY ST. - FARMINGTON	1370 W Liberty St	Farmington	MO	63640
7145	CLAYTON ROAD - FRONTENAC	10435 Clayton Rd	Saint Louis	MO	63131
7147	HAMPTON AVE. - SAINT LOUIS	2635 Hampton Ave	Saint Louis	MO	63139
8439	WEST PLAINS HOME	1449 Gibson St	West Plains	MO	65775
9077	WEST PLAINS MIDWEST	803 W Broadway St	West Plains	MO	65775
2209	DU QUOIN	825 Sunset Ave	Du Quoin	IL	62832
5450	STREATOR IL	2356 N Bloomington St	Streator	IL	61364
1473	PORT ST. LUCIE	1680 SE Lyngate Dr	Port Saint Lucie	FL	34952
8597	DORAL	11251 NW 20th St	Miami	FL	33172
2262	GREENE COUNTY	11 Industrial Park Rd	Carmichaels	PA	15320
1881	FOREST PARK	6010 Forest Park Rd	Dallas	TX	75235
6771	KAUFMAN	2213 Old Kemp Hwy	Kaufman	TX	75142
1161	WACO	2329 N 39th St	Waco	TX	76708
1404	ENNIS	711 S Clay St	Ennis	TX	75119
1477	CORSICANA	1321 W 2nd Ave	Corsicana	TX	75110
1497	BELLMEAD	137 Eastgate Plz	Waco	TX	76705
1544	MARLIN	602 S State Highway 6	Marlin	TX	76661
1632	KILLEEN	726 S Fort Hood St	Killeen	TX	76541
1746	DALLAS SOUTH	1150 N Bishop Ave	Dallas	TX	75208
1749	DALLAS CENTRAL	7610 Military Pkwy	Dallas	TX	75227
1818	SOUTH DALLAS COUNTY	1111 W Ledbetter Dr	Dallas	TX	75224
1870	WALNUT HILL DIALYSIS CENTER	9840 N Central Expy	Dallas	TX	75231
1871	COLLIN COUNTY DC	3420 K Ave	Plano	TX	75074
1873	METRO EAST DIAL CTR	909 Gross Rd	Mesquite	TX	75149
1874	SWISS AVENUE DC	2613 Swiss Ave	Dallas	TX	75204
1875	VILLAGE II DC	6300 Samuel Blvd	Dallas	TX	75228
1877	REDBIRD DC	4111 W Camp Wisdom Rd	Dallas	TX	75237
1878	SOUTH OAK CLIFF DC	740 Wynnewood Village Shp Ctr	Dallas	TX	75224
1879	TOWN GATE DC	1901 Northwest Hwy	Garland	TX	75041
1880	FARMERS BRANCH DC	2280 Springlake Rd	Dallas	TX	75234
2163	TERRELL	351 S Virginia St	Terrell	TX	75160
2406	TEMPLE	2915 Saulsbury Dr	Temple	TX	76504
2408	WAXAHACHIE	1300 S Rogers St	Waxahachie	TX	75165
2411	MCKINNEY	1831 Harroun Ave	McKinney	TX	75069
2412	WACO WEST	730 W State Highway 6	Woodway	TX	76712
2413	GRAPEVINE	1601 Hart St	Southlake	TX	76092
2963	NORTH BUCKNER DIALYSIS CENTER	3650 N Buckner Blvd	Dallas	TX	75228
3980	WEST PLANO	4405 Tradition Trl	Plano	TX	75093
4057	PD SERVICES OF DALLAS	8700 N Stemmons Fwy	Dallas	TX	75247
4154	HILLSBORO	1507 Hillview Dr	Hillsboro	TX	76645

Clinic #	Facility Name	Address	City	State	Postal Code
4179	PLEASANT RUN	900 N Polk St	Desoto	TX	75115
4192	NORTH GARLAND	530 Clara Barton Blvd	Garland	TX	75042
4269	LAMPASAS	1202 Central Texas Expy	Lampasas	TX	76550
4462	IRVING DALLAS DIALYSIS	1625 N Story Rd	Irving	TX	75061
5329	KIEST STATION	5148 S Lancaster Rd	Dallas	TX	75241
5446	ALLEN TX	925 W Exchange Pkwy	Allen	TX	75013
5447	ROWLETT TX	3801 Lakeview Pkwy	Rowlett	TX	75088
5489	GRAND PRAIRIE TX	825 Dalworth St	Grand Prairie	TX	75050
6079	COCKRELL HILL TX	4810 W Illinois Ave	Dallas	TX	75211
6413	ROCKDALE KIDNEY CENTER	300 Josie Ln	Rockdale	TX	76567
6895	GREENWAY KIDNEY CENTER	5940 Crosslake Pkwy	Waco	TX	76712
8691	HARKER HEIGHTS	625 W Central Texas Expy	Harker Heights	TX	76548
8899	WACO LAKESHORE	2420 Lake Shore Dr	Waco	TX	76708
9208	FRISCO TX	10150 Legacy Dr	Frisco	TX	75033
100240	DENOVO - RENNER ROAD	3517 Spectrum Blvd	Richardson	TX	75082
100282	DENOVO - RENNER ROAD HOME	3317 Essex Dr	Richardson	TX	75082
4413	FAULKNER	201 Skyline Dr	Conway	AR	72032
4415	LITTLE ROCK	10310 W Markham St	Little Rock	AR	72205
4418	PINE BLUFF	2910 Market St	Pine Bluff	AR	71601
4419	STUTTGART	805 Madison St	Stuttgart	AR	72160
4421	MONTICELLO - AR	774 Jordan Dr	Monticello	AR	71655
4422	BENTON	2101 Congo Rd	Benton	AR	72015
8437	EAST LITTLE ROCK	5320 W 12th St	Little Rock	AR	72204
4237	OTTUMWA	1110 N Quincy Ave	Ottumwa	IA	52501
6336	JUNCTION CITY	702 Caroline Ave	Junction City	KS	66441
8381	DERBY - JV	712 N Klein Cir	Derby	KS	67037
8498	WICHITA MIDTOWN - JV	1007 N Emporia St	Wichita	KS	67214
8500	HAYS - JV	2905 Canterbury Dr	Hays	KS	67601
8503	GREAT BEND - JV	3904 6th St	Great Bend	KS	67530
8504	EMPORIA - JV	1602 W 15th Ave	Emporia	KS	66801
8505	HARVEY COUNTY - JV	625 Medical Center Dr	Newton	KS	67114
8506	WICHITA WEST - JV	750 N Socora St	Wichita	KS	67212
8615	CLINE FAMILY DIALYSIS CENTER	1040 N 18th St	Centerville	IA	52544
2836	FMC DIALYSIS SERVICES CHEQUAMEGON BAY	1815 Beaser Ave	Ashland	WI	54806
6199	HAYWARD WI	10342 Dyno Dr	Hayward	WI	54843
2827	WHETSTONE	676 S Alabama Ave	Monroeville	AL	36460
2828	THOMASVILLE	30230 Highway 43	Thomasville	AL	36784
6995	PANAMA CITY	2100 Harrison Ave	Panama City	FL	32405
5448	SCOTLAND COUNTY NC	1061 Aberdeen Rd	Laurinburg	NC	28352
6171	FORT LAWN SC	5707 Willowbrook St	Fort Lawn	SC	29714
7554	ALEXANDER NC	175 Commerce Dr	Taylorsville	NC	28681

Terms and Conditions

TERMS AND CONDITIONS

Term. Unless sooner terminated as provided below, the term of this agreement shall begin on **June 1, 2017** and your acceptance of these terms and conditions shall be evidenced by you continuing to provide services (the "Services") as described in the agreement and/or purchase order ("Prior Agreement") directly between you and **Fresenius**, and shall continue until Jones Lang LaSalle Americas, Inc. ("Manager") provides you with thirty (30) days prior written notice of early termination. However upon your breach of this Agreement, Manager may terminate this Agreement immediately upon written notice to you.

Contract Duties. You shall timely and fully perform all of the Services in a good and workmanlike manner, and in accordance with industry standards established by those engaged in the Services and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services and to otherwise comply with all laws and governmental regulations pertaining to performance of the Services.

Compensation. Manager shall pay you for the Services in the amounts and at the rates established in the Prior Agreement. You shall bill Manager for such compensation not more frequently than monthly for on-going services; or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager's agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails to make payments to you for which funds have been provided to Manager by Owner. If you fail to invoice Manager for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to invoice for and collect or otherwise receive such amounts. **Payment terms are net 30 days.** All invoices must contain your taxpayer identification number, and you will follow directions to enable Owner's payment through the payment method selected by Owner, which may be an electronic funds transfer method.

Relationship of Parties. You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, servant, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.

Insurance. At all times while performing the Services, you shall maintain, at your sole cost and expense, the insurance set forth below, from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated below:

- A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
- B. Worker's Compensation - Statutory Limits
- C. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. Commercial Automobile Liability
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
- E. Property Insurance
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by you.
- F. Excess/Umbrella Liability
\$2,000,000 per occurrence and \$2,000,000 annual aggregate
- G. Fidelity Bond/Crime - \$1,000,000 per occurrence
- H. E&O Liability (Professional Liability) - \$5,000,000 per claim, \$5,000,000 aggregate, *as applicable*
- I. Pollution Liability - \$5,000,000 per claim and \$5,000,000 aggregate, *as applicable*

Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. and Fresenius Medical Care. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance under E. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) a violation of any laws or any negligence, gross negligence or willful misconduct by you or your affiliates, subcontractors, agents or employees during performance of the Services; and/or (c) a breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees.

If a Claim is made, Owner and Manager shall provide reasonable assistance and timely documentation to you. Your assumption of a Claim defense shall include the right to oppose or settle same, provided that Owner and Manager shall have the right to employ separate counsel and participate in the defense and investigation of such Claim at their sole cost. You shall not enter into any agreement, agreed order, consent judgment, or the like which is binding on Owner or Manager without such party's written consent. However, you can settle the Claim without the consent of Manager and Owner as long as a full and unconditional release is provided to Manager and Owner and no agreed order, consent judgment or the like is entered to the prejudice of Manager and Owner. Your obligations under this section shall be limited only to the extent the Claim is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Manager or any third party not affiliated with you. Claims must be submitted to your insurance carrier for coverage prior to any submission to Owner or Manager.

Assignment and Delegation. This Agreement may not be assigned by you. Any attempted assignment by you shall be void and of no force and effect. Manager may assign this Agreement, at any time in its sole and absolute discretion, by giving you written notice specifying the assignee and effective date of assignment. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of Manager, which may be withheld in Manager's sole discretion. You shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization of, or Manager's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.

Compliance. You agree at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All your employees assigned to the Property will have had their identity and eligibility for work within the United States properly verified. You also shall plan for, and ensure, that all personnel performing any Services comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Services (if any). You are prohibited from bringing any firearms, explosives or weapons of any kind onto the Owner's Property. At all times you shall comply with Owner's Rules and Regulations for Contracted Service Personnel as provided to you by Manager as well as any other rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property and/or the performance of the Services. You are required to be an Equal Opportunity and Affirmative Action Employer. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless you are exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 CFR § 60-1.4(a) (for women and minorities), 41 CFR § 60-250.5(a) and 41 CFR § 60-300.5(a) (for veterans), and 41 CFR § 60-741.5(a) (for individuals with disabilities), the provisions of 41 CFR § 61-250.10 and 41 CFR § 61-300.10 (veterans' employment reports), and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. **41 CFR 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans.** Manager has the right to require you to remove from your work force assigned to the Services any employees or subcontractor's employees whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of the Owner.

Confidential Materials. All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which you otherwise gains access during the performance of the Services are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and in all events upon completion of the Services, or termination of this Agreement pursuant to the terms hereof.

No Liens. You shall neither suffer nor permit the attachment of any liens upon the Owner's property as a direct result of your performance of the Services.

Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such

delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

Miscellaneous Provisions. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. Failure of Manager at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the State of *[insert state where property is located or "where services are performed"]* (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). You acknowledge that time is of the essence in regard to its performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, including, but not limited to, the Prior Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.

NOTICE OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES

Jones Lang LaSalle Americas, Inc. is a federal contractor and is subject to equal employment and affirmative action laws including Executive Order 11246 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1974.

We have equal employment opportunity and affirmative action policies to ensure that applicants are employed, and that employees are advanced and treated during employment, without regard to their race, color, religion, sex, national origin, disability, protected veteran status, and other protected characteristics as defined by law.

We ask for your support of our efforts, and we appreciate your cooperation.

The following official is responsible for implementation of our affirmative action program:
Beth Hayden, Chief Human Resources Officer, Jones Lang LaSalle Americas, Inc.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

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

Part I 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 generally 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.

Social security number								
		-			-			
or								

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
		-						

Part II 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-HNT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual funds sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.