



CERTIFICATE OF NEED APPLICATION

Intensiva Hospital of Greater St. Louis, Inc. d/b/a
Select Specialty Hospital – St. Louis

Select Specialty Hospital – St. Louis Central
Long Term Care Hospital

Project # 6184 HS

DESCRIPTION

New 60-Bed Long Term Care Hospital
4930 Lindell Blvd. St. Louis, MO 63108

Submitted to the Missouri Health Facilities Review Committee
February 21, 2025





Certificate of Need Program
NEW OR ADDITIONAL LONG TERM CARE BED APPLICATION (Use for RCF/ALF, ICF/SNF and LTCH beds)
 Applicant's Completeness Checklist and Table of Contents

Project Name: Select Specialty Hospital - St. Louis Central

Project No: # 6184 HS

Project Description: 60-bed LTCH Operation at 4930 Lindell Blvd, St. Louis, MO 63108 - Replacement of St. Louis Kindred 60-bed LTCH at 4930 Lindell Blvd

Done Page N/A Description

Divider I. Application Summary:

- ✓ 6 1. Applicant Identification and Certification (Form MO 580-1861)
- ✓ 7-8 2. Representative Registration (From MO 580-1869)
- ✓ 9-13 3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
- ✓ 14-16 4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.
- ✓ 4 ✓ 5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.
- ✓ 4 ✓ 6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.
- ✓ 4 ✓ 7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.
- ✓ 4 ✓ 8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.

Divider II. Proposal Description:

- ✓ 18-19 1. Provide a complete detailed project description.
- ✓ 19 2. Provide a timeline of events for the project, from CON issuance through project completion.
- ✓ 23 3. Provide a legible city or county map showing the exact location of the proposed facility.
- ✓ 24 4. Provide a site plan for the proposed project.
- ✓ 19, 25-29 5. Provide preliminary schematic drawings for the proposed project.
- ✓ 19 ✓ 6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.
- ✓ 20 7. Provide the proposed square footage.
- ✓ 8, 30-68 8. Document ownership of the project site, or provide an option to purchase.
- ✓ 20 9. Define the community to be served.
- ✓ 20 10. Provide 2025 population projections for the 15-mile radius service area.
- ✓ 20 11. Identify specific community problems or unmet needs the proposal would address.
- ✓ 20 12. Provide historical utilization for each of the past three (3) **FULL** years and utilization projections through the first three (3) **FULL** years of operation of the new LTC beds.
- ✓ 21 13. Provide the methods and assumptions used to project utilization.
- ✓ 21, 69-90 14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ✓ 91 15. Provide copies of any petitions, letters of support or opposition received.
- ✓ 89-90 16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.
- ✓ 21, 92-93 17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.

Divider III. Service Specific Criteria and Standards:

- ✓ 95 ✓ 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.
- ✓ 95 ✓ 2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.
- ✓ 95, 98-102 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.
- ✓ 95 4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.
- ✓ 96 ✓ 5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.
- ✓ 96 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

Divider IV. Financial Feasibility Review Criteria and Standards:

- ✓ 104 ✓ 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
- 105 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- ✓ 106 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
- ✓ 104 4. Document how patient charges are derived.
- ✓ 104 5. Document responsiveness to the needs of the medically indigent.
- ✓ 104 ✓ 6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?
- ✓ 104 ✓ 7. For an existing skilled nursing or intermediate care facility, what percentage of your admissions are Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission.

DIVIDER I: APPLICATION SUMMARY

Divider I: Application Summary

The Application Summary shall include the completed forms in the following order:

1. Applicant Identification and Certification (Form MO 580-1862).

See Attachment I.1.

2. Representative Registration Form (Form MO 580-1869).

See Attachments I.2.

3. Proposed Project Budget (Form MO 580-1863) and Detail Sheet.

See Attachments I.3.

4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.

See Attachment I.4.

5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.

Not applicable.

6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.

Not applicable.

7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.

Not applicable.

8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.

Not applicable.

DIVIDER I: ATTACHMENTS



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*The information provided must match the **Letter of Intent** for this project, without exception.*

1. Project Location *(Attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project Select Specialty Hospital - St. Louis Central	Project Number #6184 HS
Project Address <i>(Street/City/State/Zip Code)</i> 4930 Lindell Blvd., St. Louis, MO 63108	County St. Louis City

2. Applicant Identification *(Information must agree with previously submitted Letter of Intent.)*

List All Owner(s): <i>(List corporate entity.)</i>	Address <i>(Street/City/State/Zip Code)</i>	Telephone Number
Intensiva Hospital of Greater St. Louis, Inc.	4714 Gettysburg Road, Mechanicsburg, PA 17055	717-972-1100

List All Operator(s): <i>(List entity to be licensed or certified.)</i>	Address <i>(Street/City/State/Zip Code)</i>	Telephone Number
Intensiva Hospital of Greater St. Louis, Inc. d/b/a Select Specialty Hospital - St. Louis	4714 Gettysburg Road, Mechanicsburg, PA 17055	717-972-1100

3. Ownership *(Check applicable category.)*

Nonprofit Corporation
 Individual
 City
 District
 Partnership
 Corporation
 County
 Other _____

4. Certification

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;

(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;

(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;

(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;

(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and

(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(Attach a Contact Person Correction Form if different from the Letter of Intent.)*

Name of Contact Person Kathy H. Butler	Title Attorney
Telephone Number 314-516-2661	Fax Number 314-241-5166
E-mail Address kbutler@ubglaw.com	
Signature of Contact Person <i>Kathy H. Butler</i>	Date of Signature 2/11/2025



Certificate of Need Program
REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

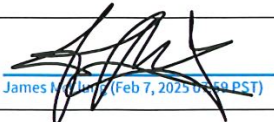
<small>Project Name</small> Select Specialty Hospital - St. Louis Central	<small>Number</small> #6184 HS
<i>(Please type or print legibly.)</i>	
<small>Name of Representative</small> Kathy H. Butler	<small>Title</small> Attorney
<small>Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)</small> UB Greensfelder LLP	<small>Telephone Number</small> 314-516-2661
<small>Address (Street/City/State/Zip Code)</small> 10 S Broadway, Suite 2000, St. Louis, MO 63102	
<small>Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)</small>	
<small>Name of Individual/Agency/Corporation/Organization being Represented</small> Intensiva Hospital of Greater St. Louis, Inc.	<small>Telephone Number</small> 717-972-1100
<small>Address (Street/City/State/Zip Code)</small> 4714 Gettysburg Road, Mechanicsburg, PA 17055	
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p> <p>Other Information:</p> <p>_____</p> <p>_____</p>	<p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input type="checkbox"/> Employee</p> <p><input checked="" type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p> <p>_____</p> <p>_____</p>
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i></p>	
<small>Original Signature</small> 	<small>Date</small> 01/31/2025

MO 580-1869 (11/01)



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)	
Project Name Select Specialty Hospital - St. Louis Central	Number #6184 HS
(Please type or print legibly.)	
Name of Representative James W. McClung	Title Regional Vice President
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Select Specialty Hospital - St. Louis Central	Telephone Number 903-736-7514
Address (Street/City/State/Zip Code) 4714 Gettysburg Road, Mechanicsburg, PA 17055	
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)	
Name of Individual/Agency/Corporation/Organization being Represented Intensiva Hospital of Greater St. Louis, Inc.	Telephone Number 717-972-1100
Address (Street/City/State/Zip Code) 4714 Gettysburg Road, Mechanicsburg, PA 17055	
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input checked="" type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____	
I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i>	
Original Signature  James W. McClung (Feb 7, 2025 9:59 PST)	Date February 7, 2025

Form 580-1863 Proposed Project Budget Detail Sheet

1. The proposed location is an existing building that will not require physical expansion of the building. There is no new construction needed.
2. Renovation costs are based on Applicant's prior experience of the design, renovation, repair, and maintenance of LTCHs. \$1.5m of the projected renovations costs will be designated to repair/upgrade the exterior envelope of the building, elevators and HVAC system. This work will be conducted by Applicant but reimbursed by Landlord upon completion of the work. The elevator cabs and chiller need replacement due to age.
3. The Subtotal Construction Costs includes projected Renovation Costs.
4. Architectural and Engineering fees were determined using a healthcare design budget standard of 7%-8% of renovation/construction costs.
5. Other Equipment is anticipated to include new nurse call system, telemetry system, radiology equipment and other patient care equipment per Applicant's specifications. The breakdown in cost is based on contracts with vendors that Applicant has used previously.
 - a. Nurse Call/Telemetry/Other Building Related items - \$1,002,035
 - i. Other Building Related items include: signage/rebranding, building renovation items such as artwork, ice machines, and patient room environment equipment (TV, clothes, PPE, glove boxes, etc.)
 - b. Radiology (X-Ray) – \$890,483
 - c. Patient Care Equipment - \$934,802
 - i. IV Pump exchange to Applicant's standard
6. No Major Medical Equipment is included in this project. A CT Scanner may be considered at a future date subject to a separate CON application and approval.
7. Applicant is leasing the premises. There are no Land Acquisition Costs.
8. Consultant Fees and Legal fees were provided as an estimate from Applicant's counsel supporting the project.
9. Interest During Construction will be \$0 as applicant will fund the project with available funds.
10. Other Costs include fees for permits and inspection, equipment delivery and logistics \$209,804 and the fair market value of the leased premises. See **Attachment I.3** for the 2024 assessed value of the leased building \$3,353,000.
16. The project will be funded by Applicant with available funds.



Certificate of Need Program
PROPOSED PROJECT BUDGET

Description

Dollars

COSTS:*

(Fill in every line, even if the amount is "\$0".)

1. New Construction Costs ***	\$0
2. Renovation Costs ***	\$4,696,075
3. Subtotal Construction Costs (#1 plus #2)	\$4,696,075
4. Architectural/Engineering Fees	\$328,725
5. Other Equipment (not in construction contract)	\$2,827,320
6. Major Medical Equipment	\$0
7. Land Acquisition Costs ***	\$0
8. Consultants' Fees/Legal Fees ***	\$30,000
9. Interest During Construction (net of interest earned) ***	\$0
10. Other Costs ***	\$3,605,652
11. Subtotal Non-Construction Costs (sum of #4 through #10)	\$6,791,697
12. Total Project Development Costs (#3 plus #11)	\$11,487,772 **

FINANCING:

13. Unrestricted Funds	\$0
14. Bonds	\$0
15. Loans	\$0
16. Other Methods (specify)	\$11,487,772
17. Total Project Financing (sum of #13 through #16)	\$11,487,772 **

18. New Construction Total Square Footage	0
19. New Construction Costs Per Square Foot *****	\$0
20. Renovated Space Total Square Footage	39,760
21. Renovated Space Costs Per Square Foot *****	\$289

* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

** These amounts should be the same.

*** Capitalizable items to be recognized as capital expenditures after project completion.

**** Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

***** Divide new construction costs by total new construction square footage.

***** Divide renovation costs by total renovation square footage.

Address & Property Search

Your search for 4936 LINDELL BLVD ST LOUIS MO 63108

Basic Info

Primary address	4936 LINDELL BLVD ST LOUIS MO 63108
Owner name	VENTAS REALTY LIMITED PARTNERSHIP
Parcel ID	3883-9-030.000
Collector of Revenue account	3883-00-00300
Neighborhood	38 - Central West End
Ward/Precinct	Ward 09 , Precinct 4
Property Class	COMMERCIAL
Tax Abatement	This property is not abated
Property description	
Not meant for use in recorded legal documents	1. B. 3883 LINDELL, 164.23 FT X 213.17 FT / 213.17, LINDELL 2ND ADDN, BND E 240 FT W WL EUCLID AVE

Maps

ParcelsZoningRight of Way

Parcel information, streets, and strategic land use planning (SLUP) information.



[View larger map](#) [stlcity.maps.arcgis.com]

Real Estate and Property Information

Data provided by [Assessor's Office](#)

Property Information

Owner name:	VENTAS REALTY LIMITED PARTNERSHIP
Owner mailing address:	C/O PROPERTY VALUATION SERVICES 14400 METCALF AV SHAWNEE MISSION, KS 66223
Property address	4936 LINDELL BLVD ST LOUIS MO 63108
Zip code	63108
Parcel ID	3883-9-030.000
Collector of Revenue account	3883-00-00300
Year built	N/A


Images

No images found

Parcel Information

Condominium	No
Number of units	n/a
Frontage	0.00 feet
Land area	34985.00
Property description	
Not meant for use in recorded legal documents	1. B. 3883 LINDELL, 164.23 FT X 213.17 FT / 213.17, LINDELL 2ND ADDN, BND E 240 FT W WL EUCLID AVE

Land Use Information

Property use	Commercial
Property class	COMMERCIAL
Zoning	E - Multiple Family Residential
Within 1/2 mile of planned Green Line stations	No
Redevelopment code	N/A
Vacant lot	No
Deed records:	Search Recorder of Deeds data  [mostlouis.city.fidlar.com]

The assessed value reflects the parcel/property as it existed on January 1 of the appropriate assessment year. Any changes made to the parcel/property after January 1st will be reflected after the next reassessment of the property.

Assessment Information

Current 2024 Assessed Values

Commercial Assessed Values

Commercial Land	\$415,100.00
Commercial improvements	\$657,900.00
Assessed total	\$1,073,000.00
Appraised total	\$3,353,000.00

Prior 2023 Assessed Values

Commercial Assessed Values

Commercial Land	\$415,100.00
Commercial improvements	\$657,900.00
Assessed total	\$1,073,000.00
Appraised total	\$3,353,000.00

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State
CORPORATION DIVISION
CERTIFICATE OF AMENDMENT

WHEREAS,

INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.

FORMERLY,

TCA OF GREATER ST. LOUIS, INC.

A CORPORATION ORGANIZED UNDER THE GENERAL AND BUSINESS CORPORATION LAW HAS DELIVERED TO ME A CERTIFICATE OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH THE REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE GENERAL BUSINESS CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 1ST DAY OF AUGUST, 1996.

Rebecca McDowell Cook
Secretary of State

\$25.00



John R. Ashcroft Secretary of State
 2023-2024 BIENNIAL REGISTRATION REPORT
 BUSINESS

00412125
Date Filed: 7/5/2023
John R. Ashcroft
Missouri Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 10/31/2023

00412125
 INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.
 C T CORPORATION SYSTEM
 120 S CENTRAL AVE
 CLAYTON MO 63105-1705

RENEWAL MONTH:
JULY

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

4714 Gettysburg Rd (Required)

1 STREET
Mechanicsburg PA 17055-4325

CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent _____
 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

<p style="text-align: center;">OFFICERS</p> <p>NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW</p> <p>PRESIDENT Mullin, Thomas P STREET 4714 Gettysburg Rd CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p>SECRETARY Tarvin, Michael E STREET 4714 Gettysburg Road CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p>VICE PRESIDENT Duggan, John F STREET 4714 Gettysburg Rd CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p>TREASURER Veit, Joel T STREET 4714 Gettysburg Rd CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p style="text-align: center;">NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED</p>	A	<p style="text-align: center;">BOARD OF DIRECTORS</p> <p>NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW</p> <p>NAME Tarvin, Michael E. STREET 4714 Gettysburg Road CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p>NAME _____ STREET _____ CITY/STATE/ZIP _____</p> <p>NAME _____ STREET _____ CITY/STATE/ZIP _____</p> <p>NAME _____ STREET _____ CITY/STATE/ZIP _____</p>	B
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The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

4 **Authorized party or officer sign here** Michael E Tarvin (Required)

Please print name and title of signer: Michael E Tarvin / Secretary
 NAME TITLE

REGISTRATION REPORT FEE IS:
 ___ \$40.00 If filed on or before 10/31/2023
 ___ \$55.00 If filed on or before 11/30/2023
 ___ \$70.00 If filed on or before 12/31/2023
 ___ \$85.00 If filed on or before 1/31/2024
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): aaltland@selectmedical.com

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

DIVIDER II: PROPOSAL DESCRIPTION

Divider II: Proposal Description

1. Provide a complete detailed project description.

Intensiva Hospital of Greater St. Louis, Inc. owns and operates Select Specialty Hospital-St. Louis located at 300 1st Capitol Drive, St. Charles, Missouri 63301. Select Specialty Hospital - St. Louis will be seeking dual licensure for a new satellite facility (“Select Specialty Hospital - St. Louis Central”) at 4930 Lindell Blvd., St. Louis, MO 63108.

Select Specialty Hospital-St. Louis Central will move into space currently occupied by an operating LTCH, Kindred Hospital-St. Louis, which is ceasing operations at that location. We do not have the CON number for the Kindred Hospital-St. Louis project. Select Specialty Hospital-St. Louis Central plans to continue to operate 60 licensed LTCH beds at this location. This planned project would not add any additional beds to the market.

Select Specialty Hospital – St. Louis Central will care for highly acute patients and patients with debilitating injuries and rehabilitation needs that cannot be adequately cared for in a less medically intensive environment, such as a skilled nursing facility. Patients admitted to our critical illness recovery hospitals require long stays, benefiting from a more specialized and targeted clinical approach. Select Specialty Hospital – St. Louis Central will have distinct care model from what patients experience in general acute care hospitals.

LTCHs serve a critical role in comprehensive healthcare delivery. Through specialized treatment programs and staffing models, Select Specialty Hospital – St. Louis Central will treat patients with acute, highly complex, and specialized medical needs. Treatment programs focus on specific patient needs and medical conditions, such as ventilator weaning protocols, comprehensive wound care assessments and treatment protocols, medication review and antibiotic stewardship, infection control prevention, and customized mobility, speech, and swallow programs. Staffing models seek to ensure that patients have the appropriate clinical resources over the course of their stay. Select Specialty Hospital – St. Louis Central will maintain quality assurance programs to support and monitor quality of care standards and to meet regulatory requirements and maintain Medicare certifications.

LTCHs provide intensive, long-term hospital care along with appropriate ancillary services such as physical rehabilitation. Patients come from acute care hospital ICUs where they typically have been treated for at least three days. LTCHs facilitate recovery from critical illnesses through specific processes designed to improve functional recovery. LTCHs are not equivalent to skilled nursing facilities or inpatient rehabilitation facilities; SNFs and IRFs serve patients of lesser acuity and treatment needs. Unlike SNFs and IRFs, LTCHs are licensed, accredited and certified as acute care hospitals, with comparable acute medical/surgical floors, telemetry and an ICU. LTCHs provide continuous acute care throughout a patient’s stay, offering services like critical care infusion drips, labs and diagnostics.

This facility is the only LTCH in the City of St. Louis and the only option for LTCH care close to home for St. Louis City residents. It is close to a major medical center and physicians which will make it convenient for patients and their families to coordinate care.

The closest alternative (driving distance) is 11.5 miles away (Select Specialty Hospital-Town and Country) and 17 miles away (Kindred Hospital-St. Louis South). Select Specialty Hospital-Town and Country has received CON approval to move its location to 11133 Dunn Rd, St. Louis, MO 63136 (CON Project # 6141) which is also approximately 11 miles from 4930 Lindell Blvd.

Allowing LTCH services to continue at the 4930 Lindell Blvd. location will provide current staff of the operation the opportunity to continue providing this level of care at this location.

Depending on Department of Health and Senior Services' review and approval of renovation plans, Applicant will conduct repair/maintenance/replacement work following receipt of its license and commencement of operations. Due to the nature of the work, operations can continue while work is being completed.

2. Provide a timeline of events for the project, from the issuance of the CON through project completion.

Upon receipt of Certificate of Need – Anticipated Decision May 2025:

- Calibration & Training: 4 weeks
- First Patient: Anticipated July 2025

Timeline will be pushed if required to make any space modifications per Life Safety Survey.

3. Provide a legible city or county map showing the exact location of the proposed facility.

See **Attachment II.3.**

4. Provide site plan for proposed project.

See **Attachment II.4.**

5. Provide preliminary schematic drawings for the proposed project.

Schematic drawings are not available for this project as the is primarily repair/maintenance and not major capital improvements or renovations. Work will occur after first patient admission. Attached as **Attachment II.5** is the floor plan of the current Kindred Hospital-St. Louis. The planned renovation work is non-structural. The 1st Floor will include administrative space/office, pharmacy, and ancillary support space. The 2nd and 3rd Floors will be clinical and have 16 rooms with 32 total beds each as currently laid out.

6. Provide evidence that architectural plans have been submitted to the DHSS.

Architectural plans have not been submitted to the State as the structure is not changing from the currently licensed facility. Applicant will conduct its renovation work after receiving licensure from the Department of Health and Senior Services and admitting first patient as there will be minimal disruption to patients due to the nature of the repair/maintenance work.

7. Provide the proposed gross square footage.

The gross square footage of the proposed Select Specialty Hospital – St. Louis Central is 39,760.

8. Document ownership of the project site, or provide an option to purchase.

Intensiva Hospital of Greater St. Louis, Inc. will lease the premises from Ventas Realty, Limited Partnership commencing on May 6, 2025 for a period of 15 years with options to renew for an additional 15 years. See **Attachment II.8**.

9. Define the community to be served.

The community to be served will be all LTCH appropriate patients in the greater St. Louis community. Due to location, it is anticipated that the majority of patients treated at Select Specialty Hospital – St. Louis Central will reside in City of St. Louis and St. Louis counties. Patients do not have to reside in City of St. Louis or St. Louis counties to be treated at Select Specialty Hospital – St. Louis Central.

10. Provide 2025 population projections for the 15-mile radius service area.

The estimated 2025 population of St. Louis City and the approximate portion of St. Louis County in the 15-mile radius service area is **1,068,147** comprised of 278,500 in St. Louis City and 789,647 in St. Louis County (est. 80% within the 15-mile radius service area (987,059 x 80%)).

11. Identify specific community problems or unmet needs the proposal would address.

When Kindred St. Louis ceases operations of its 60-bed LTCH at 4930 Lindell Blvd., there will be no LTCH beds within City of St. Louis. Select Specialty Hospital – St. Louis Central will continue provide LTCH operations to ensure patients in the nearby community have access to this needed service. Select Specialty Hospital – St. Louis Central will ensure that an LTCH service continues serving the community.

12. Prove historical utilization for each of the past three (3) FULL years and utilization projections through the first three (3) FULL years of operations of the new LTCH beds.

Select Specialty Hospital – St. Louis Central will be a new operation and has no historical data.

Projected utilization through first three years of operations:

<u>Year</u>	<u>Patient Days</u>
Year 1	9,491
Year 2	10,950
Year 3	13,140

13. Provide the methods and assumptions used to project utilization.

Methods and assumptions used for utilization are based on Applicant's history of providing these services within the greater St. Louis market and its understanding of the community needs.

Given the utilization of the other LTCHs in the greater St. Louis market, there is a need for this service to continue in the market.

If the 60-beds are no longer in operation in this location, the community will lose this service in the market.

14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.

The City of St. Louis will lose its only provider of LTCH services when Kindred Hospital-St. Louis vacates the property at 4930 Lindell Blvd., and Applicant is prepared to step in and continue those services in the City of St. Louis. See **Attachment II.14** which is a copy of the public notice concerning Applicant's plans to operate a 60-bed LTCH at 4930 Lindell Blvd., St. Louis, MO 63108.

15. Provide copies of any petitions, letters or support or opposition received.

See **Attachment II.15**.

16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.

See **Attachment II.14**.

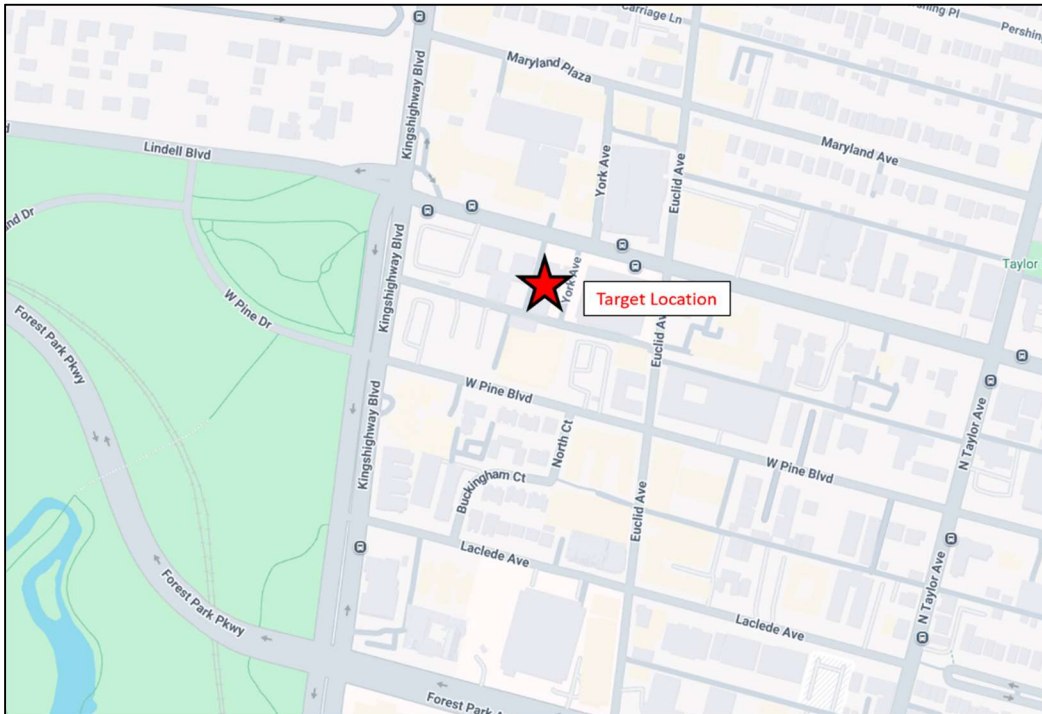
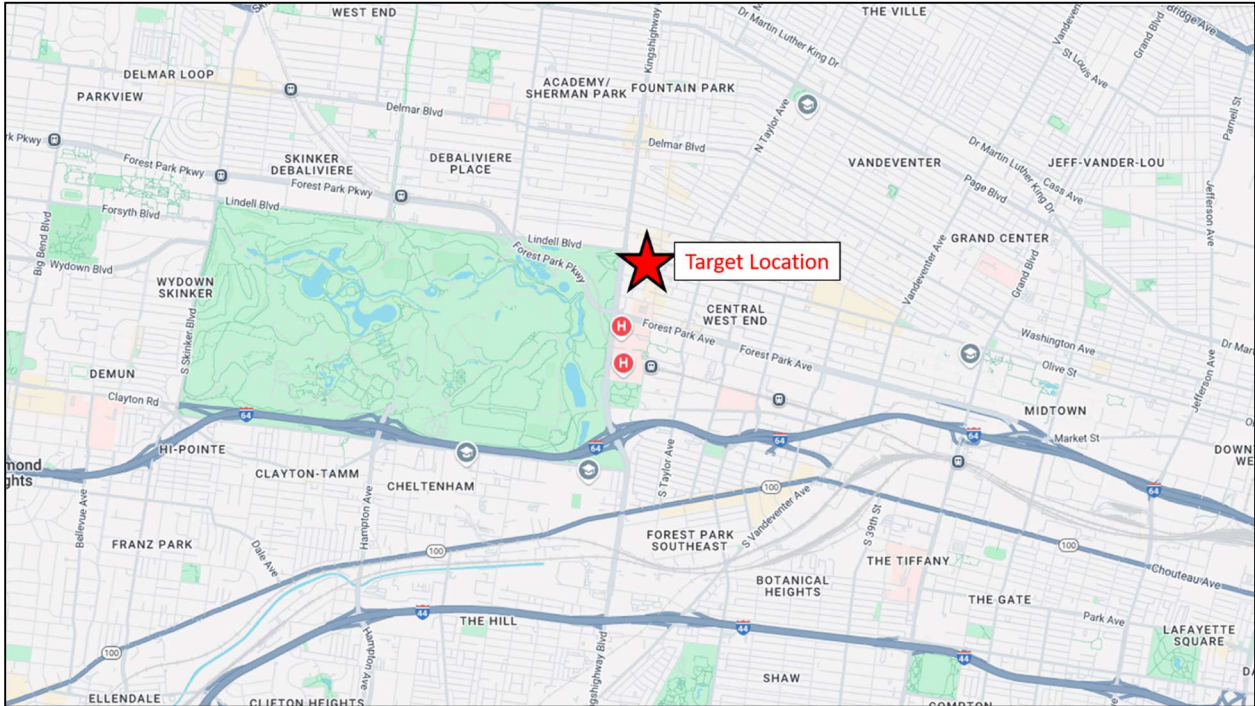
17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.

Applicant provided notice to Kindred St. Louis South. See **Attachment II.17**.

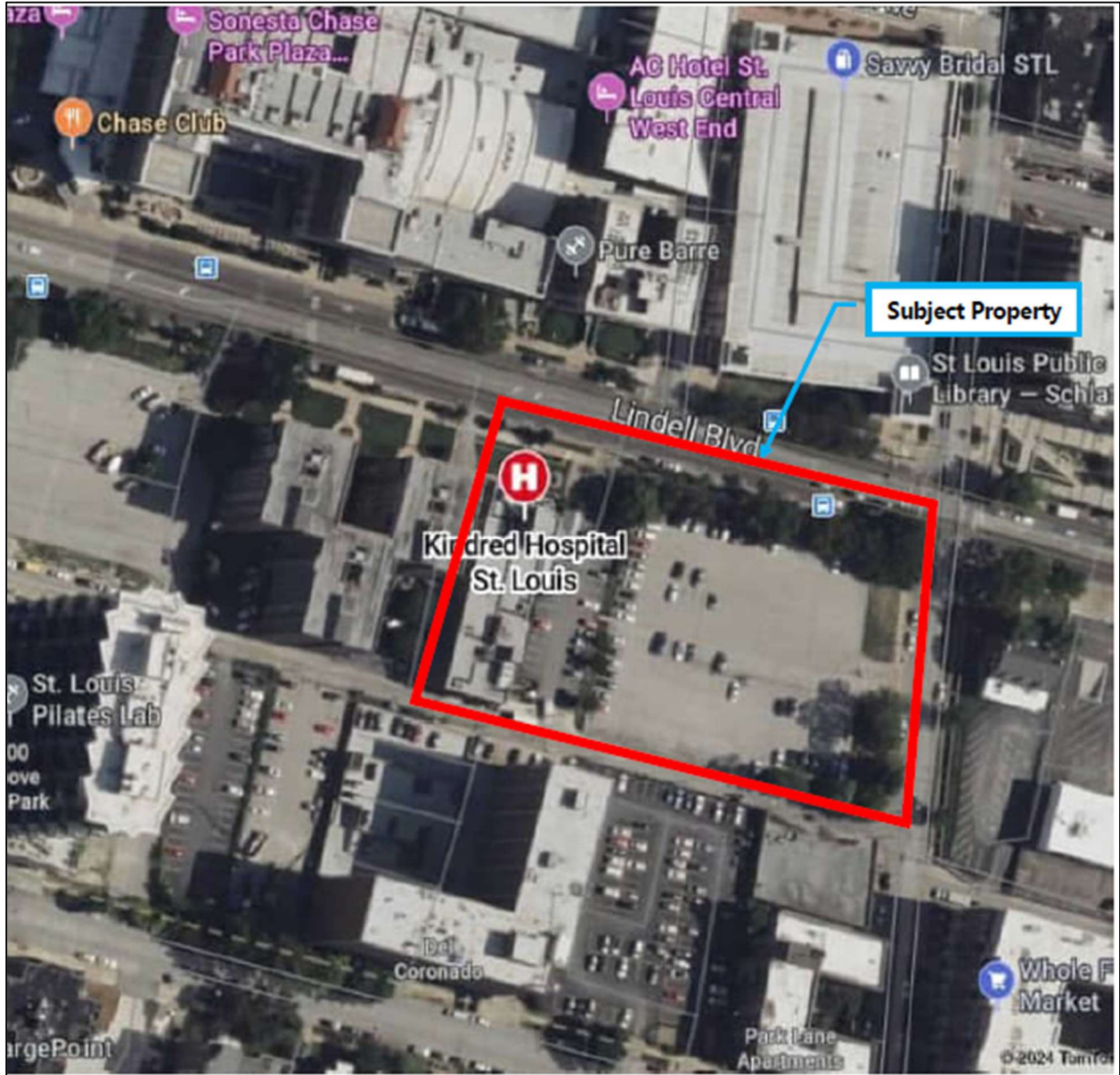
The other two facilities in the 15-mile radius are (1) Kindred Hospital-St. Louis, which is located at 4930 Lindell Blvd. and is closing, and (2) Select Specialty Hospital - Town and Country, currently located at 3015 N. Ballas Rd., St. Louis, MO 63131 which is owned by Applicant. As part of approved CON Project # 6141 HS, Select Specialty Hospital – Town and Country will be relocating to 11133 Dunn Road, St. Louis, MO 63136. No formal notice was provided to Select Specialty Hospital - Town and Country as the owner is the Applicant for this project.

DIVIDER II: ATTACHMENTS

Attachment II.3 Location Map



Attachment II.4
Site Plan

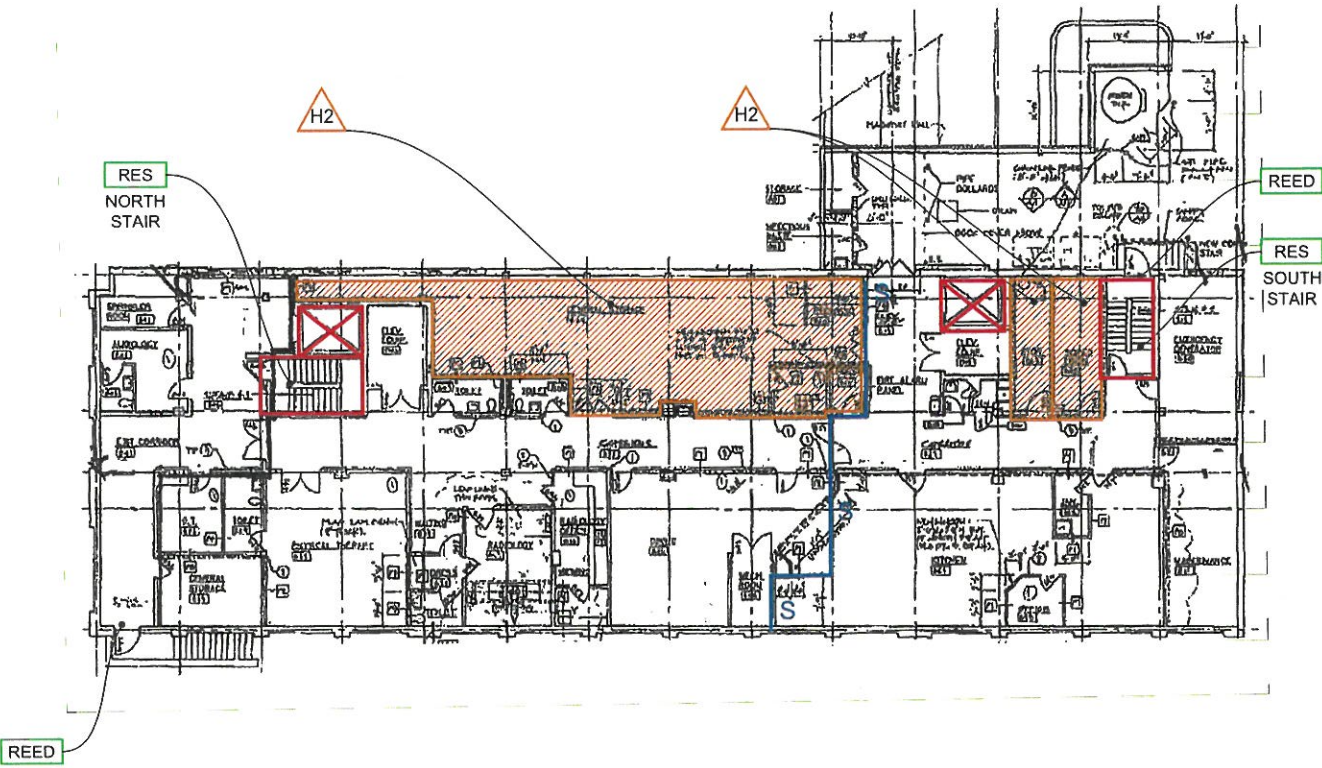


SYMBOL LIST

SMOKE BARRIER WALL (30 MINUTE)	
2 HR FIRE BARRIER	
REQUIRED EXIT STAIR	
REQUIRED EXTERIOR EXIT DOOR	
2 HR VERTICAL OPENING	
HAZARDOUS AREA - TYPE 2 (NON-RATED ENCLOSURE - SPRINKLERED)	

RPA RUSSELL PHILLIPS & ASSOCIATES
Fire and Emergency Management
for Healthcare Facilities

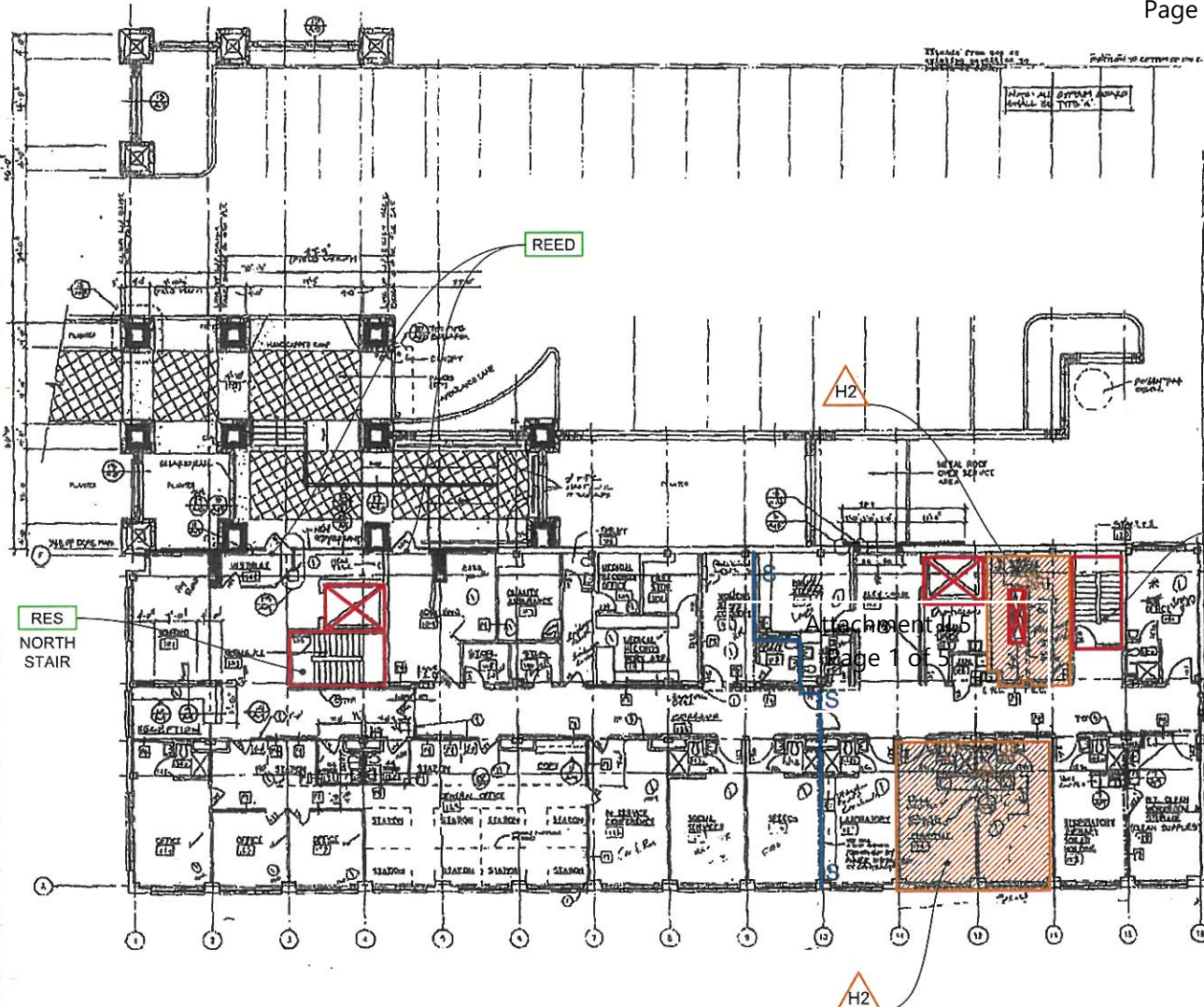
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SURVEYED BY: WAF	DRAWN BY: DMZ
LIFE SAFETY	DWG. #
BASEMENT	1



ST. LOUIS, MO

SYMBOL LIST

SMOKE BARRIER WALL (30 MINUTE)	
2 HR FIRE BARRIER	
REQUIRED EXIT STAIR	
REQUIRED EXTERIOR EXIT DOOR	
2 HR VERTICAL OPENING	
HAZARDOUS AREA - TYPE 2 (NON-RATED ENCLOSURE - SPRINKLERED)	



Attachment II.5
Page 1 of 5

RPA RUSSELL PHILLIPS & ASSOCIATES
Fire and Emergency Management
for Healthcare Facilities

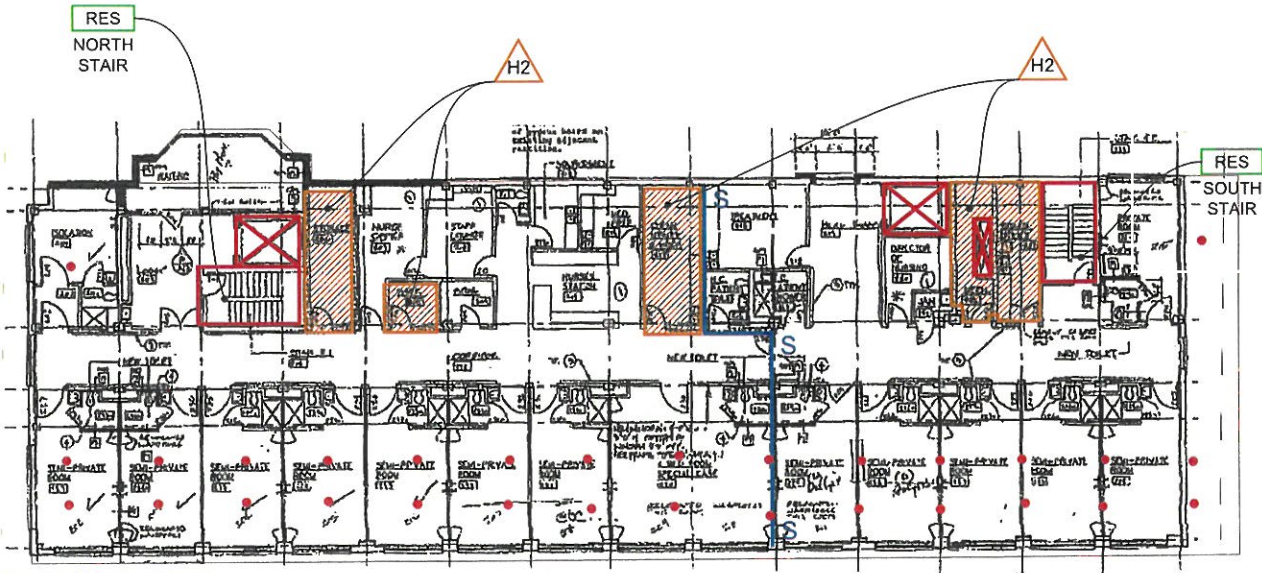
ORIGINAL DATE: 05/19/2015	REVISION DATES: ---
SURVEYED BY: WAF	DRAWN BY: DMZ
LIFE SAFETY	DWG. #
FIRST FLOOR	2

Kindred Hospital St. Louis

ST. LOUIS, MO

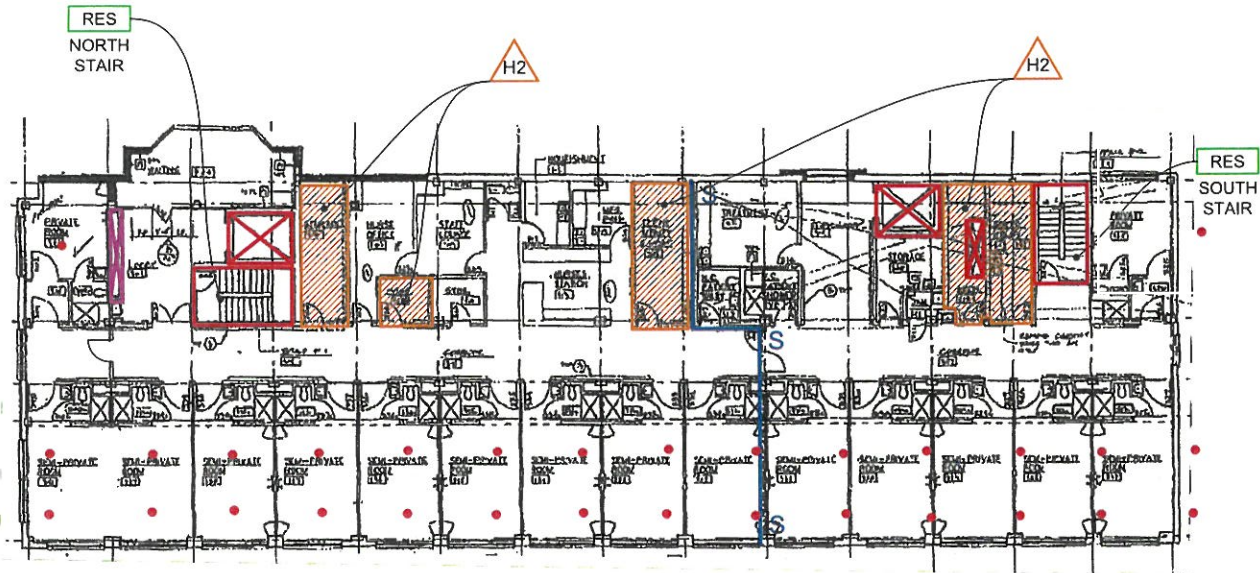
SYMBOL LIST

SMOKE BARRIER WALL (30 MINUTE)	
2 HR FIRE BARRIER	
REQUIRED EXIT STAIR	
2 HR VERTICAL OPENING	
HAZARDOUS AREA - TYPE 2 (NON-RATED ENCLOSURE - SPRINKLERED)	







RPA RUSSELL PHILLIPS & ASSOCIATES
Fire and Emergency Management
for Healthcare Facilities

ORIGINAL DATE: 05/19/2015	REVISION DATES: ...
SURVEYED BY: WAF	DRAWN BY: DMZ
LIFE SAFETY	
SECOND FLOOR	
DWG. # 3	





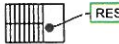


SYMBOL LIST

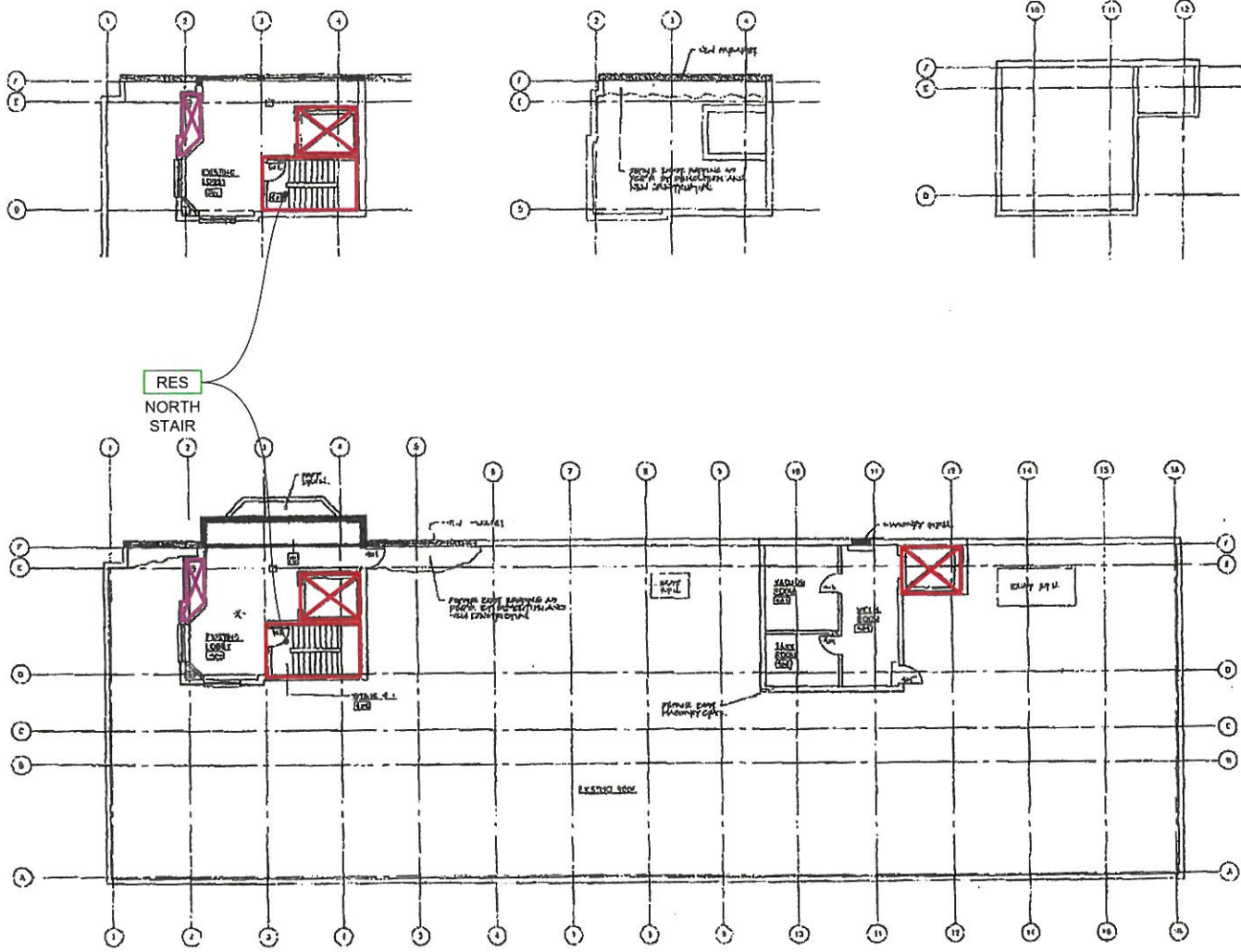
SMOKE BARRIER WALL (30 MINUTE)	S _____ S
2 HR FIRE BARRIER	_____
1 HR FIRE BARRIER	_____
REQUIRED EXIT STAIR	 RES
2 HR VERTICAL OPENING	
1 HR VERTICAL OPENING	
HAZARDOUS AREA - TYPE 2 (NON-RATED ENCLOSURE - SPRINKLERED)	

RPA RUSSELL PHILLIPS & ASSOCIATES
Fire and Emergency Management
for Healthcare Facilities

ORIGINAL DATE: 05/19/2015	REVISION DATES: ---
SURVEYED BY: WAF	DRAWN BY: DMZ
LIFE SAFETY	DWG. #
THIRD FLOOR	4

SYMBOL LIST

- 2 HR FIRE BARRIER (MINIMUM) 
- 1 HR FIRE BARRIER (MINIMUM) 
- REQUIRED EXIT S'AIR 
- 2 HR VERTICAL OPENING (MINIMUM) 
- 1 HR VERTICAL OPENING (MINIMUM) 



NOTE: 4TH & 5TH FLOORS ARE BUSINESS/NON-HEALTHCARE OCCUPANCY

RPA RUSSELL PHILLIPS & ASSOCIATES
Fire and Emergency Management for Healthcare Facilities

ORIGINAL DATE: 05/19/2015	REVISION DATES: 10/08/2018
SURVEYED BY: WAF	DRAWN BY: DMZ

LIFE SAFETY FOURTH & FIFTH FLOORS	DWG. # 5
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**HOSPITAL
LEASE AGREEMENT
BY AND BETWEEN
VENTAS REALTY, LIMITED PARTNERSHIP
AS LANDLORD,
AND
INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.,
AS TENANT**

January 28, 2025

HOSPITAL LEASE AGREEMENT

THIS HOSPITAL LEASE AGREEMENT is entered as of the January 28, 2025 (the “Effective Date”), by and between **VENTAS REALTY, LIMITED PARTNERSHIP**, a Delaware limited partnership, as Landlord; and **INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.**, a Missouri corporation, as Tenant.

RECITALS:

- A. Landlord is the owner of the Land described on Exhibit B and the long-term acute care hospital (an “LTACH”) and related improvements located thereon commonly known as 4930 Lindell Boulevard, St. Louis, MO 63108 (the “Leased Premises”).
- B. Tenant desires to lease from Landlord the entire Leased Premises for the Permitted Use during the Term.
- C. Landlord and Tenant have agreed to enter into this Lease in order to set forth the provisions of their agreements with respect to the matters covered by this Lease.

In consideration of the Recitals and of the representations, warranties, covenants, agreements, waivers, and releases set forth in this Lease, Landlord and Tenant contract and agree as provided in this Lease.

- 1. Definitions. The definitions of certain of the terms used in this Lease with initial capital letters are set forth in the Glossary of Defined Terms attached as Exhibit A.
- 2. Leased Premises.
 - 2.1. Premises. Subject to the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises for the Term. On the Commencement Date, Landlord shall deliver the Leased Premises to Tenant in vacant and broom clean condition with the Leased Premises in all material respects in as good a condition as existed on the last day the Prior Tenant operated its long term acute care hospital in the Leased Premises (including the Building and Life Safety Systems) (collectively, the “Delivery Standard”). To fulfill the Delivery Standard, Landlord shall either secure and maintain the Leased Premises and operate all utilities during the period between the Prior Tenant ceasing to operate a long-term acute care hospital within the Leased Premises and the Commencement Date, or cause the existing tenant to do the same.

Tenant acknowledges that it or its Affiliates has expertise in business and industry of operating LTACHs and, in deciding to enter into this Lease, has not relied on any representations or warranties, express or implied, of any kind from Landlord other than as expressly set forth in this Lease. Regardless of any examination or inspection made by Tenant and whether or not any patent or latent defect or condition was revealed or discovered thereby, subject to Landlord’s obligations set forth in the prior paragraph of this Section 2.1, Tenant is leasing the Leased Premises “as is” in its present condition and Tenant assumes all responsibility and

cost for the correction of any observed or unobserved deficiencies or violations at the Leased Premises. Tenant waives any claim or action against Landlord in respect of the condition of the Premises including any defects or adverse conditions not discovered or otherwise known by Tenant as of the Commencement Date, other than claims or actions arising from or related to Landlord's obligations set forth in the prior paragraph of this Section 2.1. Tenant acknowledges and accepts that, notwithstanding anything to the contrary herein, the Facility is anticipated not to be in operation on the Commencement Date (as defined below). LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PREMISES, EITHER AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, OR AS TO THE NATURE OR QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE EXISTENCE OF ANY HAZARDOUS MATERIALS, IT BEING AGREED THAT, SUBJECT TO LANDLORD'S OBLIGATIONS IN THIS SECTION 2.1, ALL SUCH RISKS, LATENT OR PATENT, ARE TO BE BORNE SOLELY BY TENANT.

- 2.2. Modification of Premises. With Tenant's prior written approval (which shall not be unreasonably withheld), Landlord shall have the right to remove all or some of the property shown on Exhibit E from the Leased Premises in accordance with this Section 2.2. If Landlord desires to remove all or some of the property shown on Exhibit E from the Leased Premises, Landlord shall provide written notice to Tenant thereof that provides (i) a legal description of the property removed from the Leased Premises (the "Removed Property"), (ii) a legal description of the Leased Premises after such removal (the "Post-Removal Premises"), (iii) a plan showing the Removed Property and the Post-Removal Premises, and the number of parking spaces located within the Post-Removal Premises and the Removed Property and (iv) a statement that upon the subdivision of the Removed Property, the Removal Conditions (as defined below) have been satisfied. Tenant shall, within thirty (30) days after receipt of the Removal Notice, either approve or disapprove the removal of the Removed Property from the Leased Premises. If Tenant approves of such removal, Landlord may proceed with the subdivision of the Removed Property in accordance with the legal descriptions and plans set forth in the Removal Notice and the parties shall enter into an amendment to this Lease confirming the removal of the Removed Property from the Leased Premises. In such event, as of the date (the "Removal Date") of such removal, and for all periods on and after the Removal Date the Leased Premises shall mean the Post-Removal Premises and Tenant shall have no further obligations with respect to the Removed Property, including, without limitation, any obligation to maintain the Removed Property or to pay Additional Rent with respect thereto (provided that any obligations relating to the Removed Property under this Lease that arose or accrued prior to the Removal Date shall not be affected). The "Removal Conditions" mean the following (a) the Removed Property has been subdivided from the Post-Removal Premises; (b) the Post-Removal Premises would be in compliance with zoning laws following removal of the Removed Property; (c) the Post-Removal Premises will have sufficient parking to continue

the same Permitted Use after the Removal Date, and shall in all events have not less than 100 striped parking spaces; (d) the Post-Removal Premises shall continue to have direct access to Euclid Avenue with a motor vehicle gate operated by Tenant controlling access to and from the Leased Premises, and (e) Landlord shall execute and record against the Removed Property a covenant reasonably and mutually satisfactory to Tenant and Landlord providing (i) a non-competition covenant restricting the use of the Removed Property for any Permitted Use, and (ii) a covenant that the Removed Property shall be maintained in good condition and repair. Landlord shall pay all costs and expenses incurred to effectuate the removal of the Removed Property from the Leased Premises and for any improvements necessary to satisfy the Removal Conditions.

3. Term.

- 3.1. Tenant Access. Notwithstanding anything to the contrary set forth herein, Tenant, its agents, contractors and consultants shall have the right to enter the Leased Premises at reasonable times (and subject to the terms of the Prior Lease) to conduct such surveys, tests and/or studies as Tenant deems reasonable; provided, however, that such entry shall not unreasonably interfere with the operation of the Leased Premises by Prior Tenant. Landlord shall use commercially reasonable efforts to assist Tenant in coordinate all due diligence inspections with the Prior Tenant.
- 3.2. Term. Subject to the termination rights set forth in Sections 3.1 and 3.4 hereof, the Term of this Lease commences on May 6, 2025 (the "Commencement Date") and expires at 5:00 p.m. on the last day of the month following the fifteenth (15th) anniversary of the Base Rent Commencement Date. The "Base Rent Commencement Date" means the date that is the earlier of (a) the date Tenant receives (including receipt of copies thereof by mail if such receipt is necessary for effectiveness) any necessary hospital and pharmacy licenses for the Leased Premises, and (b) August 5, 2025. Tenant shall have the option to extend the Term for three (3) five year periods (each, a "Renewal Term") if: (a) at least twelve (12) months prior to the end of the then current Term, Tenant delivers to Landlord a written notice (a "Renewal Notice") that it desires to exercise its right to extend the Term for one (1) Renewal Term; and (b) no Event of Default shall have occurred and be continuing on the date Landlord receives the Renewal Notice or on the last day of the then current Term. During any such Renewal Term, except as otherwise specifically provided for herein, all of the terms and conditions of this Lease shall remain in full force and effect. Once delivered to Landlord, a Renewal Notice shall be irrevocable.
- 3.3. CON. Tenant shall diligently pursue issuance of a certificate of need (the "CON") from the Missouri Department of Health & Senior Services (the "State DOH") for the operation of the Leased Premises of a long term acute care hospital. Tenant shall notify Landlord promptly after receiving any material communication from the State DOH with respect to the CON (and shall attach to such notice a copy of any such communication that is in writing). Tenant will pay all related application

fees and associated costs in connection with such CON, state licensure, accreditation and certification. If Tenant has diligently pursued issuance of the CON, but Tenant shall fail to receive the CON by May 5, 2025, then Tenant may terminate this Lease without any liability effective ten (10) days' after written notice to Landlord (which notice may not be given later than May 8, 2025), in which event each of the parties' obligations hereunder shall terminate and be of no further force or effect. On or prior to January 22, 2025, Tenant shall make the initial filings sufficient to allow Tenant's application for the CON to be considered by the necessary meeting of the relevant authority on or prior to May 5, 2025, and shall have provided to Landlord reasonably sufficient evidence that it has been placed on the agenda for such meeting (collectively, the "Filing Condition"). Tenant represents and warrants that it has satisfied the Filing Condition.

3.4. State Approval of Licensed Beds. Tenant shall diligently use commercially reasonable efforts to obtain approval by the State DOH for the operation of 60 licensed hospital beds within the Leased Premises. Tenant shall inform Landlord of the substance of its interactions with State DOH with respect thereto promptly after such interactions occur, in such manner as Landlord may reasonably request.

(a) If Tenant has so pursued such approval from the State DOH, but Tenant shall fail to receive approval to operate at least 50 licensed hospital beds within the Leased Premises by August 5, 2025, then Tenant may terminate this Lease without upon written notice to Landlord given no later than August 8, 2025, in which event each of the parties' obligations hereunder shall terminate ten (10) days after Landlord's receipt of such notice and be of no further force or effect, except for any obligations that expressly survive the expiration or termination of this Lease.

(b) If (x) Tenant has so pursued such approval from the State DOH, but the State DOH conditions approval for the operation of 50 or more licensed hospital beds on the making of Required Renovations (as defined below) to the Leased Premises that would cost more than \$500,000 (exclusive of any work that constitutes Eligible Capex Expenditures), or (y) Tenant reasonably determines in an inspection of the Leased Premises that Required Renovations to the Leased Premises that would cost more than \$500,000 (exclusive of any work that constitutes Eligible Capex Expenditures) are required prior to any survey or inspection of the Leased Premises by the State DOH in connection with the State DOH's approval of Leased Premises, then Tenant may elect to give written notice (a "RR Termination Notice") to Landlord no later than August 8, 2025, which notice (i) states that Tenant desires to terminate the Lease, (ii) must include Tenant's reasonably estimated cost (the "Extra RR Cost") of such Required Renovations, (iii) if given for Required Renovations Tenant has determined are needed based on its inspection of the Leased Premises, includes a detailed description of such items, and (iv) may not be given later than August 8, 2025. Landlord shall have the right to review and

consult with Tenant to confirm scope and cost of the Required Renovations required and Tenant shall reasonably cooperate with Landlord in connection therewith.

- (c) Within ten (10) business days, after Landlord receives the RR Termination Notice, Landlord may notify Tenant that Landlord elects to include the Required Renovations within the Eligible Capex Expenditures (as defined below) and increase the Eligible Capex Amount (as defined below) by an amount equal to (i) the Extra RR Cost (exclusive of the cost of any Required Renovations that constitute Eligible Capex Expenditures), minus (ii) \$500,000, whereupon (x) Tenant shall be obligated to complete the Required Renovations, and (y) the RR Termination Notice shall be deemed withdrawn.
- (d) If the RR Termination Notice has not been deemed withdraw, then on the date ten (10) business days after Landlord Receives the RR Termination Notice, Tenant shall within three (3) business days thereafter pay to Landlord by wire payment the amount of \$100,000 and thereafter the obligations of each of the parties hereunder shall terminate and be of no further force or effect, except for any obligations that expressly survive the expiration or termination of this Lease.
- (e) “Required Renovations” means improvements (exclusive of any work that constitutes Eligible Capex Expenditures) either (i) expressly required by the State DOH in writing as a condition to its approval of the Leased Premises for the operation of 50 or more licensed hospital beds within the Leased Premises or (ii) reasonably determined by Tenant in an inspection of the Leased Premises to be required in order for the State DOH to issue its approval of the Leased Premises. For purposes of this Section 3.4, “Eligible Capex Expenditures” shall mean only Eligible Capex Expenditures for roof repairs, building envelope and mortar pointing, elevators, and chillers.

- 4. Permitted Use. Commencing on the Base Rent Commencement Date, Tenant will continuously occupy and use the Leased Premises for the Permitted Use; provided, however, that Tenant may cease operations at the Leased Premises for reasonable periods of time (a) to make alterations and improvements to the Leased Premises, (b) to effectuate a change in the use of the Leased Premises so long as the new use is a Permitted Use, or (c) due to a material change in applicable Legal Requirements that (x) makes it impossible or economically infeasible to retain a Material Authorization or (y) makes operation of the Facility impossible or economically infeasible due to the loss of a material amount of reimbursements from governmental payor programs for services provided at the Leased Premises (each of the events described in (a), (b) and (c), a “Permitted Closure Event”). Tenant shall procure, maintain and comply with all Material Authorizations and comply with all applicable Legal Requirements (and Landlord shall have no responsibility for such compliance). Tenant shall not commit any material act or omission that would violate any certificate of occupancy affecting the Facility.

5. Rent.

5.1. Base Rent. In consideration of Landlord’s leasing the Leased Premises to Tenant and performing Landlord’s obligations hereunder, and subject to adjustment in accordance with Section 5.2, commencing on the Base Rent Commencement Date, and on the first day of each succeeding calendar month thereafter during the Term, Tenant shall pay to Landlord all Rent as provided herein, including, without limitation, annual Base Rent as follows:

<u>Initial</u>	<u>Initial</u>
<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
\$1,200,000.00	\$100,000.00

5.2. Base Rent Adjustments. Beginning on the first anniversary of the Commencement Date (or, if the Commencement Date is not the first day of a calendar month, on the first anniversary of the first day of the first calendar month after the Commencement Date), and on each anniversary of such date thereafter during the Term (including any Renewal Term(s)), the Base Rent then in effect shall be increased by three percent (3.0%) per annum.

5.3. Additional Rent. For purposes of this Lease, there shall be no “Additional Rent” payable to Landlord because the Lease is intended to be a triple net lease. From and after the Commencement Date, Tenant shall be responsible for, and shall pay directly, (a) all Operating Expenses and other costs and expenses (including any deposits or assessments) relating to the Facility or any portion of the Leased Premises, (b) charges incurred for Tenant’s utilities, and (c) all other sums payable by Tenant hereunder. This Lease is intended to be and shall be construed as an absolutely net lease pursuant to which Landlord shall not, under any circumstances or conditions, whether presently existing or hereafter arising, and whether foreseen or unforeseen by the parties, be required to make any payment or expenditure of any kind whatsoever or be under any other obligation or liability whatsoever, except as expressly set forth herein. All Rent payments shall be absolutely net to Landlord, free of any and all taxes, or other expenses of any kind whatsoever, all of which shall be paid by Tenant; provided, however, that in no event shall Tenant be responsible for, or Rent be net to Landlord of, or include (i) Landlord income taxes, estate and inheritance taxes, excess profit taxes, franchise taxes, or other taxes imposed on or measured by the income of Landlord, in each case to the extent based on Landlord’s income, (ii) costs and interest payable by Landlord under documents evidencing financing by Landlord, or (iii) transfer taxes imposed on Landlord because of transfer of ownership of the Leased Premises or any interest therein or part thereof. In the event of any failure by Tenant to pay any Additional Rent when due, Tenant shall promptly pay and discharge, as Additional Rent, every fine, penalty, interest and cost that may be added for non-payment or late payment of such items. Tenant’s obligation to pay Additional Rent obligations, arising or accruing with respect to the Term, shall survive any expiration or termination of this Lease.

5.4. Payment of Rent. Tenant promises and agrees to pay to the order of Landlord all Base Rent, as provided herein and to timely pay all Additional Rent to the applicable party. Except as otherwise expressly provided in this Lease, all Base Rent is due and payable in advance monthly installments on the first day of each calendar month during the Term. Base Rent shall be paid to Landlord pursuant to wiring instructions previously delivered to Tenant by Landlord or to such other person or at such other address or by such other means as Landlord may from time to time designate in writing. Except as expressly set forth in this Lease, Base Rent shall be paid without abatement, deduction, or offset in legal tender of the United States of America. If the Term commences or ends on a day other than the first or the last day of a calendar month, the Base Rent for the partial month shall be prorated on the basis of the number of days during the month for which the Term was in effect. If the Term commences or ends on a day other than the first or the last day of a Fiscal Year, the Additional Rent for the partial Fiscal Year shall be prorated on the basis of the number of days during the Fiscal Year for which the Term was in effect.

5.5. Interest on Delinquent Payments. All Rent and other payments required of Tenant hereunder shall bear interest from the date that is five (5) days after Tenant's receipt of written notice from Landlord of a delinquent payment until the date paid at the rate of interest specified in Section 25.11; provided, however, that (as provided in Section 25.11) Landlord shall not be required to provide such notice more than twice per twelve (12) month period.

6. Services to be Furnished.

6.1. General. Landlord is not obligated to or responsible for providing any services to the Leased Premises. Tenant shall be solely responsible for providing or arranging for any and all services to the Leased Premises. The services which Tenant is obligated to provide or arrange for include but are not limited to the following:

- (a) Electrical power;
- (b) HVAC, at such temperatures and in such amounts as are considered to be standard HVAC for a hospital. Tenant agrees to obtain and maintain during the Term an HVAC service and maintenance contract in form and substance satisfactory to Landlord;
- (c) Elevator maintenance;
- (d) Periodic exterior window washing in and about the Building and the Leased Premises with such frequency as Tenant may determine is appropriate;
- (e) Replacement of fluorescent lamps and/or incandescent bulbs in all parts of the Building;

- (f) Maintenance and electrical lighting service outside of the Building;
- (g) Landscaping and Parking Area lighting, maintenance, repair, and/or replacement;
- (h) Janitorial services for the Leased Premises and to provide separate, dedicated receptacles for Bio-Hazardous Medical Waste, all at Tenant's sole cost, expense, and liability; and Tenant shall take such steps as are necessary or required by all Legal Requirements to assure that Bio-Hazardous Medical Waste is not mixed or commingled with non-Bio-Hazardous Medical Waste;
- (i) To obtain, maintain, test, service, and have permits for any generator or other device or facility providing emergency electrical power to the Leased Premises, all in accordance with all Legal Requirements; and
- (j) To provide security for the Leased Premises and for all Persons while they are using or visiting the Leased Premises as may be necessary or appropriate and as may be required by all Legal Requirements.

6.2. Privacy Laws. Landlord hereby acknowledges and agrees that Tenant and its operations are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, and its corresponding regulations, all as amended (collectively referred to herein as "HIPAA"), and other federal and state confidentiality statutes, and their corresponding regulations, all as amended, concerning the privacy of medical and business records (collectively referred to herein as the "Other Privacy Laws"). HIPAA and the Other Privacy Laws are hereinafter collectively referred to as the "Privacy Laws". Notwithstanding any other provision of this Lease, prior to an Event of Default, Landlord specifically agrees to only access the Leased Premises if necessary for Landlord to fulfill its obligations under this Lease, and then only when accompanied by a representative of Tenant (except in an emergency), and always in accordance with all Privacy Laws. If Landlord enters the Leased Premises and accesses any area which contains records that are subject to the Privacy Laws, or if Landlord otherwise becomes privy to any records that are subject to the Privacy Laws, Landlord shall take steps reasonably necessary to preserve the confidential nature of such records.

6.3. Signage. Tenant may install interior and exterior signage, including, without limitation, monument signage, at the Leased Premises. Landlord agrees to consult with Tenant with respect to the design and location of Tenant's signage. Such monument shall be designed to include the name of Tenant's business at the Leased Premises. All exterior signage of or relating to Tenant's Permitted Use of the Leased Premises (a) must comply with all Legal Requirements and (b) shall be fabricated, erected, and maintained in a first class manner at the sole cost and

expense of Tenant (including, without limitation, all required permits therefor and all electricity used to illuminate any such signage). All interior signage of or relating to the Leased Premises shall be installed and maintained by Tenant at Tenant's sole expense.

6.4. Landlord Personal Property. Tenant shall have the right during the Term to use all Landlord Personal Property and to replace or dispose of any portion of the Landlord Personal Property in Tenant's sole discretion. Notwithstanding anything to the contrary set forth herein, Landlord represents and warrants that to, the actual knowledge of Nick Jacoby and Alex Fallot, (x) Landlord owns good and marketable title to the Landlord Personal Property and (y) the Landlord Personal Property is not subject to any lien, claim or encumbrance.

6.5. Tenant Personal Property. Tenant shall obtain and install all items of furniture, fixtures, supplies and equipment not included as Landlord Personal Property as shall be necessary or reasonably appropriate to operate the Facility in compliance with this Lease and all applicable Legal Requirements (the "Tenant Personal Property"). Subject to Section 23.2 (the "Personal Property Purchase Option"), Tenant shall retain title to all Tenant Personal Property and Tenant shall have the right, but not the obligation, to remove any portion of Tenant's Personal Property upon the expiration or earlier termination of this Lease.

7. Repair and Maintenance.

7.1. By Landlord. Landlord shall not be obligated to undertake any maintenance or repairs whatsoever. Notwithstanding anything to the contrary set forth herein, Landlord shall assign to Tenant all warranties from contractors and vendors, if any, that Landlord has (and shall use reasonable efforts to cause Prior Tenant to assign any such warranties it may have) with respect to any portion of the Building or any of the equipment and fixtures therein. If a warranty cannot be assigned to Tenant in accordance with its terms, Landlord shall use reasonable efforts to enforce such warranty against the applicable contractor or vendor upon Tenant's request.

7.2. By Tenant. At Tenant's sole cost and expense, Tenant hereby expressly assumes responsibility to maintain the Leased Premises in a clean, operable, attractive condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. Additionally, at Tenant's sole cost and expense, subject to Landlord's reasonable direction, supervision, and requirements, Tenant shall cause the repair or replacement of any damage to the Leased Premises. All such repair and/or replacement shall be effected (a) in compliance with all Legal Requirements; (b) in a manner that will not void or affect any contractor's or manufacturer's warranties; (c) in a manner that will minimize interruption or interference with Persons using the Leased Premises and/or the Parking Area, and with the operation of the Leased Premises; and (d) in a good and workmanlike manner in first class quality consistent with the original construction. If Tenant becomes aware of any need for repair or replacement of damage with respect to

the Leased Premises, Tenant shall promptly notify Landlord thereof. If Landlord becomes aware (by notice from Tenant or otherwise) of any need for repair or replacement of damage to the Leased Premises, Landlord shall so notify Tenant in writing. In either event, Tenant shall cause all such repairs and/or replacements to be completed within thirty (30) days thereafter; provided, however, if such repairs or replacements cannot be completed within such thirty (30) day period, Tenant shall cause such repairs or replacements to be commenced within thirty (30) days after such notice and pursued diligently and promptly to satisfactory completion.

8. Impositions on Leased Premises and Tenant's Property. Tenant is liable for and shall pay, prior to their becoming delinquent, all Impositions levied against the Leased Premises and any improvements or personal property in the Leased Premises (even if same becomes a fixture by operation of law or the property of Landlord by operation of this Lease). If any Impositions for which Tenant is liable pursuant to this Section are included in any bill, rendering, or statement received by Landlord, Landlord shall promptly furnish to Tenant the amount of such Impositions for which Tenant is liable, together with such supporting documentation as Landlord may have in Landlord's possession. Tenant may withhold payments of any Impositions described in this Section 8 for which Tenant is liable so long as Tenant contests its obligation to pay in accordance with all Legal Requirements and the non-payment thereof does not pose a threat of loss or seizure of such improvements or personal property, the Building, or any interest of Landlord therein. At the sole cost and expense of Tenant, Landlord shall cooperate in Tenant's institution and prosecution of any such proceedings and will execute such documents as may reasonably be required therefor. The expense of such proceedings shall be borne by Tenant and any refunds or rebates secured by Tenant shall belong exclusively to Tenant.

9. Transfer by Tenant.
 - 9.1. General. Without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall not make or suffer any Transfer; provided, however, that Landlord's consent to any Transfer of Tenant may be given or withheld in Landlord's sole and absolute discretion if (i) any Event of Default has occurred or (ii) such Transfer would constitute a Transfer of Guarantor. Any attempted Transfer without Landlord's prior, written consent is void and of no effect and constitutes an Event of Default hereunder. If Tenant desires to make a Transfer, Tenant shall deliver to Landlord written notice thereof not fewer than thirty (30) days in advance of the date on which Tenant proposes to make the Transfer (if permitted by Applicable Legal Requirements, otherwise as far in advance as Permitted by Applicable Legal Requirements), together with the terms of the proposed Transfer, any financial information requested by Landlord in its sole discretion, and the identity of the proposed Transferee. Landlord shall have twenty (20) days following Landlord's receipt of such notice and information within which to notify Tenant in writing whether Landlord elects, in Landlord's reasonable discretion, (a) to refuse to consent to the Transfer or (b) to permit Tenant to make the proposed Transfer. If Landlord fails to notify Tenant of its election within said period, Landlord shall be deemed to have elected option (b).

9.2. Conditions. All of the following conditions automatically apply to each Transfer:

- (a) Tenant shall execute, have acknowledged, and deliver to Landlord, and cause the Transferee to execute, have acknowledged, and deliver to Landlord, an instrument in form and substance acceptable to Landlord in which (i) if more than 10,000 square feet of Leased Premises is Transferred, the Transferee adopts this Lease and assumes and agrees to perform all of the obligations of Tenant hereunder which accrue on and after the effective date of the Transfer; (ii) if less than all of the Leased Premises is Transferred, Tenant and the Transferee agree to provide, at their expense, direct access to the portion of the Leased Premises Transferred and to the portion of the Leased Premises not Transferred as may be required by applicable Legal Requirements; (iii) the Transferee agrees to use and occupy the transferred space solely for the Permitted Use and otherwise in accordance with all applicable Legal Requirements and the provisions of this Lease; (iv) the Transferee specifically acknowledges and agrees that the provisions of Section 15 are applicable to the Transferee; and (v) Landlord acknowledges and agrees that upon a Transfer of the entire Leased Premises and subject to (a) the Transferee having at least 10 years' experience operating inpatient healthcare facilities, (b) the Transferee or a guarantor of the Transferee's obligations under this Lease having a net worth equal to or greater than Guarantor's net worth as of the effective date of such assignment, (c) any such guarantor entering into a guaranty in form and substance as the Guaranty, and (d) the Transfer occurring not less than five (5) years after the Commencement Date ((a), (b) (c) and (d), collectively, the "Preapproval Standards") the transferring Tenant and Guarantor shall be relieved of all obligations of Tenant and Guarantor hereunder to the extent first accruing after the date of such Transfer; (vi) Tenant agrees to reimburse Landlord for all fees and expenses, including attorney fees, incurred in connection with the Transfer;
- (b) Tenant shall deliver to Landlord a counterpart of all instruments relative to any Transfer executed by all parties to such transaction and all documentation reasonably requested by Landlord to evaluate the applicable Transfer; and
- (c) Any Transfer of more than 5,000 square feet of the Leased Premises prior to the date five years after the Commencement Date may only be made with Landlord's written approval, which may be granted or withheld in Landlord's reasonable discretion.

9.3. Permitted Transfers. Notwithstanding any other provisions of this Lease, so long as Select Medical Corporation will continue to be the Guarantor under the Guaranty and the Leased Premises will continue to be used for the Permitted Use, without the prior written consent of Landlord (but upon not fewer than fifteen (15) days' prior written notice to Landlord if permitted by Applicable Legal

Requirements), Tenant may Transfer this Lease in full to any Affiliate of Tenant or to any Person with which or into which Tenant is merged or which acquires all or substantially all of Tenant's assets or business, and may sublease or grant any concession or license for up to 10,000 square feet of the Leased Premises.

- 9.4. Liens. Notwithstanding any other provisions of this Lease, except as otherwise expressly provided in Section 9.5, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against the Leased Premises, any lien, security interest, pledge, conditional sale contract, claim, charge, or encumbrance (whether constitutional, contractual, or otherwise); and if any of the aforesaid does arise or is asserted, Tenant will promptly and at Tenant's sole cost and expense, cause same to be released and discharged of record.
- 9.5. Tenant's Right to Finance. From time to time and at any time during the Term of this Lease, Tenant shall have the right to encumber by one or more Mortgages or other instruments in the nature thereof, as security for one or more loans, indebtednesses or obligations, Tenant's right to use and occupy the Leased Premises, the leasehold estate created hereby, all of Tenant's right, title, and interest in and to any improvements at any time located in the Leased Premises and any other property so affixed to said land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such Mortgage securing same shall be for such amount and on such other terms and conditions as Tenant may agree to in its sole discretion; provided that any such Mortgage shall at all times be subject and subordinate to all rights of any Landlord's Mortgagee, the provisions of this Lease, and the rights, titles and interests of Landlord and each Landlord's Mortgagee arising pursuant to this Lease. Any limitations on Tenant's right to Transfer this Lease, as set forth herein, do not apply to the granting of a Mortgage by Tenant or the foreclosure (or a transfer in lieu of foreclosure) of same by any Tenant's Mortgagee, but no such granting of a Mortgage or the foreclosure (or transfer in lieu of foreclosure) of the same by a Tenant's Mortgagee shall relieve Tenant of any of its obligations hereunder. Landlord agrees to enter into an agreement with a Tenant's Mortgagee pursuant to which Landlord agrees to recognize the interest of a purchaser at a foreclosure of a Mortgage, the form of which agreement must be reasonably acceptable to Landlord. Landlord agrees to comment on any form presented to it within a reasonable period of time and to execute such reasonably acceptable form within twenty (20) days after the form of such agreement is agreed to.
- 9.6. Notices to Mortgagee. If at any time Tenant or any Tenant's Mortgagee shall notify Landlord in writing that a Mortgage will be given and executed by Tenant, and shall furnish Landlord with the address and telefax number to which such Tenant's Mortgagee desires copies of notices to be sent (or designate some person or corporation as the agent and/or representative of such Tenant's Mortgagee for the purpose of receiving copies of notices), Landlord hereby agrees that Landlord will thereafter until instructed otherwise by Tenant in addition to any other notice Landlord is required by this Lease to send to any Tenant's Mortgagee, send to each such Tenant's Mortgagee or agent thereof, in the manner specified in Section

25.5 for the delivery of notices between the Parties, and at the same time that such notice is sent to Tenant, duplicate copies of any and all notices in writing which Landlord may from time to time send to Tenant pursuant to the provisions of this Lease. Nothing contained in this Section 9.6 requires Landlord to send to any Tenant's Mortgagee copies of routine correspondence to Tenant, but the same shall not be prohibited.

9.7. Option for New Lease. Upon any termination of this Lease as a result of a rejection of this Lease in any bankruptcy proceeding in which Tenant is the debtor, or as a result of the occurrence of any Event of Default by Tenant pursuant to any one or more of the provisions of this Lease, Landlord shall deliver written notice of such termination to any Tenant's Mortgagee of which Landlord has been notified pursuant to Section 9.6, and such Tenant's Mortgagee shall have the option, within five (5) days after receipt of written notice of such termination, to deliver written notice to Landlord of its intention to execute with Landlord a new lease of the Leased Premises and within the five (5) days immediately after delivering such notice of its intention to do so, to actually execute and deliver such new lease of the Leased Premises. The failure of any Tenant's Mortgagee to either timely deliver the aforesaid notice or to timely execute and deliver such new lease shall result in a termination of the option to obtain a new lease. Such new lease shall be for the unexpired balance of the Term, on the same terms and provisions as are set forth in this Lease (other than the shorter Term), and Landlord agrees to execute such new lease provided such Tenant's Mortgagee:

- (i) has timely paid all amounts due under this Lease by Tenant, as and when required to have been paid under this Lease; and
- (ii) remedies any non-monetary Event of Default pursuant to Sections 20.1(b) and 20.1(d) within thirty (30) days after such Tenant's Mortgagee executes such new lease with Landlord; provided, however, if such Event of Default is of a type that is not susceptible of being cured within such thirty (30) day period, such Tenant's Mortgagee shall commence the cure of such Event of Default within ten (10) days after executing such new lease and thereafter diligently prosecute the cure of such default to completion.

In the event that more than one (1) Tenant's Mortgagee exercises the foregoing option for a new lease, Landlord shall enter into a new lease with the Tenant's Mortgagee having the highest priority (as determined by recording in the Real Property Records of St. Louis, Missouri), among those Tenant's Mortgagees which exercised the option.

9.8. No Liability. No Tenant's Mortgagee shall be or become liable to Landlord as an assignee of this Lease or otherwise, unless such Tenant's Mortgagee succeeds to the rights or interests of Tenant pursuant to this Lease through foreclosure,

transfer in lieu of foreclosure, or expressly assumes by written instrument such liability, in which event such Tenant's Mortgagee shall be liable to Landlord to the extent set forth in this Lease for the obligations of Tenant accruing hereunder. Nothing contained in this Section 9.8, however, affects, diminishes, or impairs Landlord's rights and remedies set forth herein, including, without limitation, Landlord's rights to terminate this Lease, to terminate Tenant's possession of the Leased Premises, to enter upon and take possession of the Leased Premises, or to enter upon the Leased Premises and do whatever Tenant is obligated to do pursuant to the provisions of this Lease.

9.9. Tenant Right to Finance Personal Property. Tenant shall have the additional right to finance and/or lease Tenant Personal Property used in the conduct of its business at the Leased Premises. Landlord hereby waives any statutory or common law lien Landlord may have in Tenant Personal Property, and agrees upon request to execute such documents as the lessor or lender with respect to any such personal property may reasonably require to confirm such waiver and the rights of such lessor or lender in such Tenant Personal Property.

10. Alterations.

10.1. With the exception of fixtures and equipment necessary or appropriate for the Permitted Use ("Trade Fixtures"), Tenant will not make, or permit to be made, any alteration, improvement, or addition to, the Leased Premises or the Parking Area with a projected cost in the aggregate \$500,000.00 or above, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, (a) non-structural alterations and improvements with an estimated cost not to exceed \$500,000 shall not require Landlord's prior written consent, and (b) Tenant may complete, at Tenant's sole cost and expense, the alterations described on Exhibit D attached hereto on the schedule described on Exhibit D, in accordance with all applicable Legal Requirements, in a good and workmanlike manner, and otherwise in compliance with the requirements of this Section 10 and the provisions of Section 16 (the "Agreed Alterations"). Landlord acknowledges that Landlord has approved the Agreed Alterations.

10.2. Tenant may remove Tenant's Trade Fixtures, hospital supplies, movable hospital furniture, and equipment during the Term hereof or upon the expiration or earlier termination of this Lease (to the extent not being purchased pursuant to the Personal Property Purchase Option), provided such removal is made at or prior to the expiration of the Term and Tenant promptly causes all damage to the Leased Premises caused by such removal to be repaired. Tenant shall maintain the possession and ownership of Trade Fixtures and may remove such Trade Fixtures prior to the expiration of the Term to the extent not being purchased pursuant to the Personal Property Purchase Option. As set forth in Section 23.2, the Personal Property Purchase Option shall not permit Landlord to purchase the Trade Fixtures designated by Tenant as Removable Tenant Fixtures and Alterations. Contractors installing or removing Trade Fixtures and other personal property

shall comply with the provisions of Section 16.8 of this Lease, if applicable. Tenant shall indemnify Landlord against any losses, damages, or injuries to third parties arising out of such work, unless and only to the extent attributable to the gross negligence or willful misconduct of Landlord.

- 10.3. All work done in connection with any improvements or alterations with respect to the Leased Premises shall be done in a good and workmanlike manner and in compliance with all applicable Legal Requirements; and shall be completed free of all mechanics or materialmen's liens. No improvement or alteration with respect to the Leased Premises shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.
- 10.4. Any such additions, alterations, or improvements made to the Leased Premises pursuant to this Section 10 shall become the property of Landlord and shall be surrendered with the Leased Premises as part thereof at the termination or expiration of the Term, without payment, reimbursement, or compensation therefor. Notwithstanding the foregoing, Tenant shall have the right to remove any additions, alterations and improvements which are Removable Tenant Fixtures and Alterations. Tenant's removal of the Removable Tenant Fixtures and Alterations shall be at Tenant's expense, with all damage to the Leased Premises caused by such removal repaired at Tenant's expense.
- 10.5. Tenant shall not permit any mechanics, materialman's, or other liens to be placed upon the Leased Premises, any improvements located therein, or on the Leased Premises resulting from or pertaining to any work performed, materials furnished or obligation incurred by or at the request of Tenant. In the case of the filing of any such lien, Tenant shall cause the same to be discharged of record within thirty (30) days after the filing of same, or Tenant shall bond and/or discharge such liens in a manner reasonably satisfactory to Landlord. If Tenant fails to timely bond or discharge any such liens, then Landlord may, but shall not be obligated to, discharge or bond the same. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable expenses incurred by Landlord, including reasonable attorneys' fees, in defending any lien claim or in procuring the discharge of any such lien, together with interest therein at the lesser of the rate of 12% per annum or the maximum legal rate from the date of payment until paid, shall be paid by Tenant to Landlord on demand.
11. Specifically Prohibited Uses. Notwithstanding any other provisions of this Lease, Tenant will not (a) use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner which is or may be, directly or indirectly, violative of any Legal Requirement, or a public nuisance; (b) keep, or permit to be kept, any substance in or conduct, or permit to be conducted, any activity which emits offensive odors or conditions, or makes undue noise or creates undue vibrations; (c) commit or permit to

remain any waste; or (d) except for the Permitted Use, commit any action or circumstance in, or use the Leased Premises in a manner which, directly or indirectly, causes any Insurer to cancel or to increase the premium or any deductible or co-insurance amount on any insurance policy maintained by Landlord or Tenant covering any portion of the Leased Premises or its contents. Except for the Permitted Use, if any increase in premiums on any insurance policy results from any act of Tenant, then Tenant shall pay such increase promptly.

12. Access by Landlord. Subject to the provisions of Section 6.2 relating to the Privacy Laws and such other reasonable limitations as Tenant may impose, Landlord, any Landlord's Mortgagee, and any of their respective employees, contractors, agents, and representatives, shall have the right (and Landlord, for itself and all such Persons, hereby reserves the right) to enter the Leased Premises at reasonable hours upon reasonable prior notice (except no such notice shall be required in any emergency) (a) to inspect the Leased Premises or the Building, and (b) to show the Leased Premises to prospective purchasers or lenders (and, during the last twelve 12 months of the Term, to prospective tenants). Landlord and all such Persons shall use reasonable efforts to minimize interference with the use of the Leased Premises for the Permitted Use when entering the Leased Premises. In an emergency, Landlord (and such Persons) may use any reasonable means under the circumstances to open any door into or in the Leased Premises without any liability therefor. Entry into the Leased Premises by Landlord or any other Person identified in the first sentence of this Section 12 for any purpose permitted herein and in accordance with this Section 12 shall not (x) entitle Tenant to any abatement or reduction in Rent, or (y) constitute a trespass or an eviction (constructive or otherwise), or, constitute grounds for any claim (and Tenant hereby waives any claim) for damages for any injury to or interference with Tenant's business, for loss of occupancy or quiet enjoyment, or for consequential damages, unless directly caused by the negligence or intentionally wrongful conduct of or breach of any Legal Requirement by any Landlord Related Party or Person entering the Leased Premises. Notwithstanding anything to the contrary in this after and during the continuance of an Event of Default, Landlord, any Landlord's Mortgagee, and any of their respective employees, contractors, agents, and representatives, shall have the right to enter the Leased Premises at any time and for any reason, so long as such entrance is in compliance with all applicable Legal Requirements.
13. Condemnation. If (a) all of the Leased Premises is Taken, or (b) so much of the Leased Premises is Taken that the remainder cannot be restored to an economically viable, first-class long-term acute care hospital, Landlord or Tenant may, at its election, exercisable by the giving of written notice within ninety (90) days after the date of the Taking, terminate this Lease as of the date of the Taking or the date Tenant is deprived of possession of the Leased Premises (whichever is earlier). If this Lease is not terminated as a result of a Taking, Tenant shall restore the Leased Premises remaining after the Taking to, as nearly as practicable, its original condition, within six (6) months after such Taking and Landlord's receipt of the proceeds or awards for such Taking. Tenant shall be required to replace its Trade Fixtures and other improvements installed by Tenant. Base Rent shall not be abated on the basis of a Taking. Except as provided in the next sentence, all awards, proceeds, compensation, and other payments from or with respect to any Taking of the Leased Premises or any portion thereof shall belong to Landlord.

Tenant shall have the right to assert its own claim for, and to recover from the condemning authority, but not from Landlord, Tenant's damages and costs on account of any Taking. Landlord alone shall be entitled to receive and retain any award for a Taking; provided, however, Landlord shall make available to Tenant the portion of the award necessary and specifically identified for restoration of the Facility (pursuant to Landlord's disbursement requirements); and provided, further, that Tenant shall be entitled to submit its own claim in the event of any such Taking with respect to the value of Tenant's leasehold interest in the Facility, Tenant's Personal Property, Tenant's lost profits and/or the relocation costs incurred by Tenant as a result thereof.

14. Casualty. Tenant shall give prompt written notice to Landlord of any casualty to the Leased Premises of which Tenant is aware and Landlord shall give Tenant prompt written notice of any casualty to the Leased Premises of which Landlord is aware. If (a) the Leased Premises are totally destroyed, or (b) the Leased Premises are partially destroyed and they cannot be restored to an economically viable, first-class facility operated for a Permitted Use, then, at either Tenant's or Landlord's election exercisable by the giving of written notice within ninety (90) days after the casualty, either Landlord or Tenant may terminate this Lease as of the date of the casualty or the date Tenant is deprived of possession of the Leased Premises (whichever is later); provided, however, that such right of Tenant to terminate this Lease is expressly conditioned upon (i) the assignment to Landlord of all rights to available insurance proceeds for restoration of the Leased Premises ("Available Insurance Proceeds"), but specifically excluding insurance proceeds applicable to all Tenant Personal Property, (ii) payment to Landlord the unapplied portion of any deductible or self-insured retention required by the applicable insurance policy(ies) unless Landlord is responsible for the deductible in accordance with this Section 14, and (iii) if Available Insurance Proceeds together with such deductible amount are not reasonably anticipated to be adequate to fully restore the Leased Premise, payment to Landlord in the amount of such deficiency. If this Lease is not terminated as a result of a casualty, Tenant shall restore the Leased Premises to, as nearly as practicable, the original condition thereof within six (6) months after such casualty, or such longer period as may be required for such restoration so long as Landlord makes the Available Insurance Proceeds available to Tenant. Tenant shall be required to replace its Trade Fixtures and other improvements installed by Tenant. Base Rent shall not be abated on the basis of a casualty. Tenant shall be responsible for any deductible payable under the insurance policy unless the damage is due the gross negligence of willful misconduct of Landlord, its agents or employees, in which event Landlord shall be responsible for any deductible payable under the insurance policies. Any net insurance proceeds payable with respect to such damage or destruction shall be paid directly to Landlord and, provided Tenant is diligently performing the restoration and repair work with respect to the Facility and no Event of Default has occurred hereunder, shall be used for the repair or reconstruction of the Facility. Landlord shall disburse any such net insurance proceeds as and when required by Tenant in accordance with normal and customary practice for the payment of a general contractor in connection with construction projects similar in scope and nature to the work being performed by or on behalf of Tenant, including, without limitation, the withholding of ten percent (10%) of each disbursement until the required work is completed as evidenced by a certificate of occupancy or similar evidence issued upon an inspection by the applicable governmental authority and proof has been

furnished to Landlord that no lien has attached or will attach to the Facility in connection with the restoration and repair work.

15. Subordination and Attornment.

15.1. General. Subject to the provisions of Section 15.3, this Lease, Tenant's leasehold estate created hereby, and all of Tenant's rights, titles, and interests hereunder and in and to the Leased Premises are subject and subordinate to any Mortgage of any Landlord's Mortgagee presently existing or hereafter placed upon all or any portion of the Leased Premises. However, Landlord reserves the right, and Tenant hereby agrees with Landlord that Landlord and any Landlord's Mortgagee shall each have the right, exercisable by any of them at any time upon the giving of written notice to Tenant and without any compensation or consideration being payable to Tenant, to make this Lease, and Tenant's leasehold estate and rights, titles, and interests, superior to any such Mortgage. Subject to the provisions of Section 15.3, upon the written request by Landlord or by any Landlord's Mortgagee to Tenant, or upon request of Tenant, each of Landlord, Landlord's Mortgagee and Tenant shall execute, have acknowledged, and deliver a recordable document (in a form customarily required by such Landlord's Mortgagee) confirming that this Lease, Tenant's leasehold estate in the Leased Premises, and all of Tenant's rights, titles, and interests hereunder are subject and subordinate (or, at the election of Landlord or any Landlord's Mortgagee, superior) to the Mortgage benefiting such Landlord's Mortgagee, and confirming non-disturbance of Tenant as set forth in Section 15.3.

15.2. Attornment. Upon the written request of any Person succeeding to the interest of Landlord under this Lease, provided such successor recognizes in writing the existence of this Lease and Tenant's rights hereunder, Tenant shall automatically become the tenant of and attorn to such successor in interest without any change in any of the provisions of this Lease. No successor in interest shall be (a) bound by any payment of Rent for more than one (1) month in advance, except payments of security for the performance by Tenant of Tenant's obligations under this Lease; or (b) bound by any amendment of this Lease entered into after Tenant has been given written notice of the name and address of a Landlord's Mortgagee and without the written consent of such Landlord's Mortgagee or such successor in interest, subject to the nondisturbance provisions of Section 15.3.

15.3. Non Disturbance. Any Landlord's Mortgagee (and any other Person succeeding to Landlord's interest in the Leased Premises) shall agree that if, by dispossession, foreclosure, or otherwise, a Landlord's Mortgagee, or such successor in interest, comes into possession of the Leased Premises, or takes over the rights of Landlord in the Leased Premises, such Person will not disturb the possession, use, or enjoyment of the Leased Premises by Tenant, nor disaffirm this Lease or Tenant's rights or estate hereunder, so long as no Event of Default exists and the obligations of Tenant are fully performed in accordance with the terms of this Lease. As a condition to the subordination of this Lease and Tenant's execution and delivery of any document required to be executed by Tenant pursuant to

Sections 15.1 and 15.2, each Landlord's Mortgagee or other Person succeeding to Landlord's interest in the Leased Premises requesting any such document from Tenant shall simultaneously execute and deliver a recordable document (in form and substance reasonably acceptable to Tenant) confirming such non-disturbance obligations. Landlord shall, simultaneously with the execution of this Lease and as a condition to the effectiveness of this Lease, cause any current Landlord's Mortgagee to execute and deliver to Tenant a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

16. Insurance and Indemnity.

16.1. Required Policies. Tenant shall obtain and maintain throughout the Term the following policies of insurance:

- (a) With respect to the Leased Premises, Tenant shall maintain comprehensive Commercial, All Risk Property insurance on the Leased Premises (including all Landlord Personal Property) and Tenant Personal Property in a per occurrence (claim) amount using a valuation of one hundred percent (100%) of current replacement cost including all real and personal property with policy limits equal to or greater than the maximum probable loss for the portfolio as mutually agreed to between Landlord and Tenant in their respective reasonable discretion; and including business interruption (subject to terms of Section 16.1(b)), and providing or containing, as applicable: (a) an agreed amount endorsement with respect to the Leased Premises (including all Landlord Personal Property) and Tenant Personal Property waiving all co-insurance provisions; (b) a deductible not in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence; (c) an "Ordinance or Law Coverage" (Code Upgrade coverage) endorsement providing following a covered loss to the Premises if any of the Premises or the use of the Facility shall be deemed non-conforming structures or uses by authorities having jurisdiction, the insurance shall provide coverage for the increased cost of construction, demolition cost, value of the undamaged portion of the structure and any increased time to rebuild due to the enforcement of building or zoning laws or requirements; (d) coverage for Demolition Costs and Increased Cost of Construction Endorsements; (e) coverage for: (i) flood hazard, (ii) earthquake, (iii) terrorism (subject to terms of Section 16.1(b)), and (iv) coastal windstorm insurance, if applicable; provided that the insurance pursuant to the foregoing clauses (i), (ii) and (iv) shall be required only to the extent it is available at commercially reasonable rates and terms and is customarily carried for similar properties, as reasonably determined by Landlord, and shall be subject to sublimits as determined by Tenant and approved by Landlord. Landlord hereby approves sublimits of \$25,000,000 for the "Ordinance or Law Coverage" (Code Upgrade coverage) endorsement, \$25,000,000 in the aggregate for flood hazard insurance, and \$25,000,000 for earthquake coverage;

- (b) Business income insurance covering all risks required to be covered by the insurance provided for in Section 16.1(a) above, as applicable for a period of twelve (12) months and including an extended period of indemnity endorsement which provides that after the physical loss to the Premises (including all Landlord Personal Property) and Tenant Personal Property, as applicable, has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of a minimum of 120 days from the date that the applicable Facility is repaired or replaced and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period;
 - (i) Deductibles/self-insured retentions for the insurance policies required under Section 16.1 shall not be greater than Two Hundred Fifty Thousand Dollars (\$250,000); provided, however, that the deductibles/self-insured retentions for losses sustained from earthquake (including earth movement), flood or windstorm (i.e., wind/hail) may be equal to, but not greater than, five percent (5%) of the replacement cost of the applicable Facility;
 - (ii) the commercial property and business income insurance required under Sections 16.1(a) and 16.1(b) above shall cover perils of terrorism and acts of terrorism defined as certified acts by the Terrorism Risk Insurance Act (TRIA) and Tenant shall maintain commercial property and business income insurance for loss resulting from perils and acts of terrorism on terms (including amounts) consistent with those required under Sections 16.1(a) and 16.1(b) above at all times during the Term of this Lease as long as such coverage is available in the commercial market at a premium no greater than 300% of the premium for such coverage paid as of the Commencement Date;
 - (iii) at all times Tenant will provide coverage during which structural construction, repairs or alterations are being made with respect to the improvements, under the coverages and terms specified in Sections 16.1(a) and 16.1(b) or alternatively (i) an all risk property insurance coverage, written on a builder's risk completed value form on a non-reporting basis, against all risks insured against pursuant to Section 16.1(a) above, including permission to occupy the Facility; and with an agreed amount endorsement waiving co-insurance provisions; and (ii) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the referenced commercial general liability insurance policy;
- (c) Tenant shall maintain comprehensive boiler and machinery insurance, in amount of Five Million dollars (\$5,000,000) or other such

amounts as shall be reasonably required by Landlord or any Landlord's Mortgagee on terms consistent with the commercial property insurance policy required above and any applicable governmental regulations;

- (d) If there is any storage tank, whether above ground or below ground, located at the Facility, whether or not in use, Pollution Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and aggregate or other such higher amounts if required by regulation. All policies shall comply with all applicable regulatory requirements and shall insure both the interest of the Tenant and Landlord;
- (e) Commercial General Liability Coverage with respect to the Facility (including products and completed operations liability and broad form coverage, host liquor liability, broad form property damage, blanket contractual liability, independent contractors liability, personal injury and advertising injury coverage) against claims for bodily injury, death, property damage occurring on, in or about the Facility, affording the parties protection of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate;
- (f) Professional Liability Coverage with respect to the Facility for damages for injury, death, loss of service or otherwise on account of professional services rendered or which should have been rendered, in a minimum amount of One Million Dollar (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate or higher amounts as may be required by state specific regulations or if participation is required in or provided by a state professional liability fund, then the state applicable limits with no exclusion for patient abuse or sexual molestation;
 - (i) Policies required under Sections 16.1(e) and 16.1(f) shall (i) contain a cross liability endorsement or separation of insureds clause; (ii) [omitted]; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Landlord's Mortgagees and (v) be subject to self-insured retention, provided Tenant maintains adequate security as determined by a reputable actuary. The policy required under Section 16.1(e) shall provide that any waiver of subrogation rights or release prior to a loss does not void coverage;
- (g) Worker's Compensation Coverage for injuries sustained by Tenant's employees in the course of their employment and otherwise consistent with all applicable State regulations and employer's liability coverage with limits of not less than Five Hundred Thousand (\$500,000)

each accident, Five Hundred Thousand (\$500,000) bodily injury due to disease each employee and Five Hundred Thousand (\$500,000) bodily injury due to disease;

- (h) Commercial Auto Liability Insurance for all owned and non-owned vehicles, including any rented and/or leased vehicles, covering bodily injury, including death, and property damage with limits of not less than One Million Dollars (\$1,000,000) each accident; and
- (i) Crime insurance against employee dishonesty, with limits not less than One Million Dollars (\$1,000,000), including coverage for third parties.
- (j) Employment Practices Liability with limits of not less than One Million Dollars (\$1,000,000) per claim including coverage for third parties;
- (k) Directors and Officers liability with limits of not less than One Million Dollars (\$1,000,000) per claim;

16.2. General Insurance Requirements.

- (a) All of the policies of insurance required to be maintained by Tenant under this Lease shall (a) be written in form satisfactory to Landlord and any Landlord's Mortgagee Mortgage and issued by insurance companies (i) with a policyholder and financial rating of not less than A- VII in the most recent version of Best's Key Rating Guide or similar rating from an equivalent agency, and (ii) authorized to do insurance business in the State of Missouri; (b) provide that any insurance maintained by Landlord for or with respect to the Leased Premises shall be excess and noncontributory with Tenant's insurance; and (c) include a waiver of all rights of subrogation and recovery against Landlord, except for the Professional Liability policy described in Section 16.1(f).
- (b) All liability type policies (with the exception of Tenant's workers' compensation/employer's liability insurance, crime insurance, commercial auto liability insurance, directors and officers liability insurance and employment practices liability insurance) must name each of the Landlord Indemnified Parties and managers, as an "additional insured." All property policies shall name Landlord as "loss payee." All business interruption policies shall name Landlord as "loss payee" with respect to Rent only. Losses shall be payable to Landlord and/or Tenant as provided herein. In addition, the policies, as appropriate, shall name as an "additional insured" or "loss payee" any Landlord's Mortgagee by way of a standard form of mortgagee's loss payable endorsement. Any loss adjustment on a claim for insurance maintained pursuant to Section 16.1(a) shall require the written consent of Landlord, Tenant, and each

Landlord's Mortgagee unless the amount of the loss is less than Two Hundred Fifty Thousand Dollars (\$250,000) in which event no consent shall be required.

- (c) Tenant shall provide Landlord a satisfactory certificate of insurance (ACORD) and applicable endorsements evidencing the existence of the insurance required by this Lease and showing the interest of Landlord (and any Landlord's Mortgagee(s)) prior to the commencement of the Term or, for a renewal policy. Satisfactory certificate of insurance shall be provided prior to the expiration date of the policy being renewed. Applicable endorsements shall be provided within ninety (90) days following the expiration date of the policy being renewed. If Landlord is provided with an ACORD certificate and thereafter requests, in writing, a complete copy of the applicable policy, Tenant shall provide a complete copy of such policy within ten (10) days of Landlord's request or when the renewed policy is available from the insurer.
- (d) Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Tenant; provided, however, that:
 - (e) The Commercial All Risk Property coverage afforded Landlord will not be reduced or diminished or otherwise be materially different from that which would exist under a separate policy meeting all other requirements hereof by reason of the use of the blanket policy, the blanket limits will be equal to or greater than the maximum probable loss for the portfolio as mutually agreed to between the Landlord and Tenant in their respective reasonable discretion and provided further that the requirements of this Section (including satisfaction of the Landlord's Mortgagee's requirements and the approval of the Landlord's Mortgagee) are otherwise satisfied, and provided further that Tenant maintains specific allocations acceptable to Landlord; and
 - (f) The Commercial General Liability coverage afforded will meet all other requirements hereof, it being understood that any liability policies covering one or more other properties in addition to the Leased Premises, Landlord may require excess limits as Landlord reasonably determines as comparable to limits maintained for similar sized portfolios of similar occupancy and provided such higher limits are available at commercially reasonable rates as reasonably determined by Landlord.
- (g) Tenant shall provide to Landlord thirty (30) days' written notice before the policy or policies in question required under this Section 16 shall be materially altered, non-renewed or cancelled.

- 16.3. Replacement Costs. The term “replacement cost” shall mean the actual replacement cost of the insured property from time to time with new materials and workmanship of like kind and quality (including the cost of compliance with changes in zoning and building codes and other laws and regulations, demolition and debris removal and increased cost of construction, which may be subject to separate sublimits). Tenant shall deliver to Landlord upon execution of this Lease, and then within forty-five (45) days of the end of each anniversary of the Commencement Date thereafter, a schedule detailing the building values, value of any Tenant Personal Property and business income values for the Facility. If Landlord believes that the replacement cost has increased at any time during the Term, it shall have the right to have such replacement cost determined by an impartial appraiser reasonably acceptable to both parties (the “impartial appraiser”). The determination of the impartial appraiser shall be final and binding, and, as necessary, Tenant shall increase, but not decrease, the amount of the insurance carried pursuant to this section to the amount so determined by the impartial appraiser. Each party shall pay one-half (1/2) of the fee, if any, of the impartial appraiser. If Tenant has made alterations to the Facility, Landlord may at Tenant’s expense have the replacement cost redetermined at any time after such alterations are made.
- 16.4. Claims-Made Policies. If Tenant obtains and maintains the commercial general liability coverage and/or professional liability coverage described in Sections 16.1(e) and 16.1(f) on a “claims-made” basis, Tenant shall provide continuous liability coverage for claims arising during the Term providing for an extended reporting period reasonably acceptable to Landlord for a minimum of five (5) years after expiration of the Term. If during the Term, such policy is canceled or not renewed for any reason whatsoever, Tenant must provide evidence of a replacement policy reflecting coverage with retroactive coverage back to the Commencement Date and maintain such coverage for a period of at least five (5) years beyond the expiration of the Term or Tenant must obtain tail coverage for the length of the remaining Term plus an additional three (3) years beyond the expiration of the Term.
- 16.5. Non-Renewal. If Tenant fails to cause the insurance required under Section 16 to be issued in the names herein called for, fails to pay the premiums therefor or fails to deliver such policies or certificates thereof to Landlord, at the times required, Landlord shall be entitled, but shall have no obligation, to obtain such insurance and pay the premiums therefor, in which event the cost thereof, together with interest thereon at a rate equal to five percent (5%) per annum above the “WSK prime rate of interest, but in no event greater than the maximum rate then permitted under applicable law, shall be repayable to Landlord upon demand therefor.
- 16.6. Increase in Limits; Types of Coverages. If Landlord determines in the exercise of its commercially reasonable judgment that the limits of the insurance required to be maintained by Tenant hereunder are no longer commensurate to the limits being regularly required by institutional landlords of similar properties in the

State of Missouri or their institutional lenders or that a particular type of insurance coverage is being regularly required by institutional landlords of similar properties in the applicable State of Missouri or their institutional lenders and is not then required hereunder, Landlord may notify Tenant of the same, indicating the particular limit or type of coverage that Landlord has determined should be increased or carried by Tenant, as applicable. Unless Tenant, in the exercise of its commercially reasonable judgment, objects to Landlord's determination, then within thirty (30) days after the receipt of such notice, Tenant shall thereafter increase the particular limit or obtain the particular coverage, as applicable, unless and until further modified pursuant to the provisions of this Section 16.6. Notwithstanding anything herein to the contrary, Landlord shall not request a modification of the insurance requirements of this Lease more frequently than once every two (2) years. If Tenant, in the exercise of its commercially reasonable judgment, objects to Landlord's determination made under this Section 16.6 and Landlord and Tenant are unable to agree upon the matter within fifteen (15) days of Tenant's receipt of the applicable notice from Landlord, such determination shall be made by a reputable insurance or risk management consultant or expert (an "Insurance Arbitrator") with experience in the healthcare insurance industry as mutually identified by Landlord and Tenant in the exercise of their reasonable judgment. As a condition to a determination of commercial reasonableness with respect to any particular matter, the Insurance Arbitrator shall be capable of providing, procuring or identifying particular policies or coverages that would be available to Tenant and would satisfy the requirement in issue. The determinations made by any such experts shall be binding on Landlord and Tenant for purposes of this Section 9.6, and the costs, fees and expenses of the same shall be shared equally by Tenant and Landlord. If Tenant and Landlord are unable to mutually agree upon an Insurance Arbitrator, each party shall within ten (10) days after written demand by the other select one Insurance Arbitrator. Within ten (10) days of such selection, the Insurance Arbitrators so selected by the parties shall select a third (3rd) Insurance Arbitrator who shall be solely responsible for rendering a final determination with respect to the insurance requirement in issue. If either party fails to select an Insurance Arbitrator within the time period set forth above, the Insurance Arbitrator selected by the other party shall alone render the final determination with respect to the insurance requirement in issue in accordance with the foregoing provisions and such final determination shall be binding upon the parties. If the Insurance Arbitrators selected by the parties are unable to agree upon a third (3rd) Insurance Arbitrator within the time period set forth above, either party shall have the right to apply at Tenant's and Landlord's joint expense to the presiding judge of the court of original trial jurisdiction in the county in which any Facility is located to name the third (3rd) Insurance Arbitrator. Notwithstanding anything in this Section 9.6 to the contrary, Landlord may, at the outset of any Renewal Term (but no more frequently than once each Renewal Term), and upon notice to Tenant but without Tenant's consent or the involvement of any Insurance Arbitrator, require Tenant to obtain and maintain higher liability limits or additional insurance coverages that are, in Landlord's reasonable determination, commensurate to the limits

being regularly required by institutional landlords of similar properties in the applicable Situs State.

- 16.7. No Separate Insurance. Tenant shall not, on Tenant's own initiative or pursuant to the request or requirement of any third party, (a) take out separate insurance concurrent in form or contributing in the event of loss with that required in this Section 16 to be furnished by, or which may reasonably be required to be furnished by, Tenant or (b) increase the amounts of any then existing insurance by securing an additional policy or additional policies, unless all parties having an insurable interest in the subject matter of the insurance, including in all cases Landlord and all Landlord's Mortgagees, are included therein as additional insureds and the loss is payable under such insurance in the same manner as losses are payable under this Lease. Notwithstanding the foregoing, nothing herein shall prohibit Tenant from insuring against risks not required to be insured hereby, and as to such insurance, Landlord and any Landlord's Mortgagee need not be included therein as additional insureds, nor must the loss thereunder be payable in the same manner as losses are payable hereunder except to the extent required to avoid a default under the Landlord's Mortgage Mortgage.
- 16.8. Insurance Coverage by Contractors and Other Vendors. Tenant shall take commercially reasonable efforts to cause any contractors, service providers, and vendors that provide maintenance or repairs on or in the Leased Premises, or that make improvements or alterations to the Leased Premises, in either case in an amount exceeding One Million Dollars (\$1,000,000) per contract for maintenance, repairs, improvements or alterations of the Leased Premises only (collectively, "Service Providers"), to maintain commercial general liability insurance with limits not less than Two Million Dollars per occurrence (\$2,000,000) and Two Million Dollars in the aggregate, and procure certificates of insurance evidencing such coverage that shall (a) be written in form, and issued by insurance companies, reasonably satisfactory to Landlord and any Landlord's Mortgagee Mortgage, (b) provide a waiver of subrogation and all rights of recovery against and in favor of Tenant and Landlord; and (c) name Landlord and Tenant as additional insureds by endorsement on Service Provider's commercial general liability insurance policy. Should Service Provider's commercial general liability insurance coverage be written on a claims-made policy form, Tenant shall cause Service Provider for a period of two (2) years after completion and acceptance of the work (i) to maintain commercial general liability insurance, at their sole cost and expense, satisfying the foregoing, or (ii) secure "tail" or extended reporting coverage if the commercial general liability policy is not renewed.
- 16.9. Landlord Not Liable. Landlord shall not be liable to Tenant or Tenant's agents, employees, licensees, or invitees for any damage to any person or property due to the Leased Premises or any part or appurtenance thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer, or steam pipes, or from electricity, or for any other causes except as solely results from the willful misconduct or gross negligent acts of Landlord or

its agents, employees and/or contractors. Except for the willful misconduct or gross negligent acts of Landlord or its agents, employees, and/or contractors, Landlord shall not be liable for any damage to any person or property caused by an actual or alleged act, omission or gross negligence of, or breach of this Lease by, Tenant, its agents, employees, licensees or invitees.

- 16.10. Landlord Insurance. Landlord shall maintain, at its sole cost and expense, Commercial General Liability Coverage with respect to the Leased Premises (including broad form property damage, blanket contractual liability, independent contractors liability, personal injury and advertising injury coverage) against claims for bodily injury, death, property damage occurring on, in or about the Facility, affording the parties protection of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.
- 16.11. Indemnity by Tenant. To the maximum extent permitted by applicable law, and without regard to the existence of any insurance provided for herein or the policy limits of any such insurance, Tenant shall protect, indemnify, defend and save harmless Landlord, its Affiliates, and each of their directors, officers, shareholders, members, and employees (collectively, the “Landlord Indemnified Parties”) for, from, against and regarding any and all foreseeable or unforeseeable liability, expense, loss, cost, deficiency, or damage (including consequential damages but excluding punitive damages) of any kind or nature (including reasonable attorneys’ fees, and including from any suits, claims or demands) on account of any matter or thing, action or failure to act arising out of or in connection with this Lease, the Leased Premises or the operations of Tenant on any portion of the Leased Premises, including the following:
- (a) any accident, injury to, or death of, persons or loss of, or damage to, property occurring on or about any Leased Premises during the Term;
 - (b) any negligence or misconduct on the part of Tenant or any of Tenant’s Affiliates or their respective directors, officers, shareholders, members, contractors, subcontractors, agents and employees;
 - (c) the breach by Tenant of any of its representations, warranties, covenants or other obligations in this Lease;
 - (d) all known and unknown use, generation, transportation, handling, discharge, production, treatment, storage, release, investigation, monitoring, remediation, or disposal of any Hazardous Materials by Tenant or its employees, licensees or invitees at any time to or from any portion of the Leased Premises or located on or present on or under any portion of the Leased Premises during the Term hereof, or related to Tenant’s use of, any portion of the Leased Premises;

- (e) any matters arising or accruing during the period in which Tenant or its Affiliates owned, operated or managed any of the Leased Premises;
- (f) the violation of any Laws or the terms of any Authorization by Tenant or any of Tenant's Affiliates or their respective directors, officers, shareholders, members, contractors, subcontractors, agents and employees; and
- (g) upon or following the expiration or termination of the Term, the correction of all deficiencies of a physical nature identified by any governmental authority or Third Party Payor Program if such deficiencies are due to Tenant's Alterations, maintenance, repair, installation of Tenant Trade Fixtures each in breach of the terms of this Lease, or otherwise due to a breach of this Lease, including, without limitation, Section 7.2.

Notwithstanding anything in this Lease to the contrary, Tenant's indemnification obligations under this Lease shall include, and extend to, any and all Losses regardless of whether the possibility of any such Losses has been disclosed to Tenant in advance or whether the possibility of any such Losses could have been reasonably foreseen by Tenant. Further, notwithstanding anything to the contrary in this Lease, in no event shall Tenant's indemnification obligations under this Lease include any Losses due to or arising from the gross negligence or intentional misconduct of any of the Landlord Indemnified Parties. Further, notwithstanding anything to the contrary in this Lease, any obligations arising or accruing under this Section 16.11 during the Term, shall survive the expiration or termination of this Lease.

17. Third Parties. Notwithstanding any other provisions of this Lease, Landlord shall have no responsibility or liability to Tenant, or to Tenant's officers, managers, members, or partners (all of the foregoing in their respective capacity as such) for bodily injury, death, property damage, business interruption, loss of profits, loss of trade secrets, or other direct or consequential damages occasioned by (a) Force Majeure; (b) vandalism, theft, burglary, or other criminal acts (other than those committed by Landlord or its employees); or (c) the repair, replacement, maintenance, damage, or destruction of the Leased Premises, unless the damages to the Leased Premises are caused by the gross negligence of Landlord and then only to the extent of the actual cost of repair or replacement.
18. Landlord's Lien. Landlord hereby waives any and all liens and security interests (including specifically Landlord's statutory lien) which Landlord may have or be entitled to by statute or contract in any other property, real, personal, or mixed, owned or leased by Tenant and shall execute an acknowledgement of such waiver upon the request of Tenant.
19. Quiet Enjoyment. Provided Tenant timely pays the Rent and all other sums required herein and timely performs all of Tenant's other obligations pursuant to this Lease,

Tenant shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises for the Permitted Use during the Term, subject to all matters of record and the provisions of this Lease, free from claims of all Persons whomsoever lawfully claiming the same or any part thereof, by, through, or under Landlord, but not otherwise.

20. Default by Tenant.

20.1. Events of Default. Each of the following occurrences constitutes an “Event of Default”:

- (a) The failure of Tenant to pay Rent as and when due hereunder and the continuance of such failure for a period of ten (10) days after written notice from Landlord or any Landlord’s Mortgagee to Tenant specifying the failure; provided, however, after Tenant has received written notice pursuant to this Section 20.1(a) on two (2) separate occasions in any calendar year, no further notice to Tenant shall be required under this Section 20.1(a); or
- (b) The revocation of a Material Authorization, unless such revocation (i) is due to a change in Tenant’s use of the Leased Premises so long as Tenant continues to use the Leased Premises for a Permitted Use or (ii) does not prevent Tenant from operating in the Leased Premises for a Permitted Use; or
- (c) The failure of Tenant to perform, comply with, or observe any other agreement, obligation, or undertaking of Tenant, or any other term, condition, or provision, in this Lease, and the continuance of such failure for a period of thirty (30) days after written notice to Tenant specifying the failure, provided that, in the event the performance, compliance with, or observation of the agreement, obligation, or undertaking of Tenant requires more than thirty (30) days, Tenant shall not be in default if Tenant commences a cure of the default within thirty (30) calendar days after Tenant’s receipt of notice thereof and diligently pursues such cure of the default to completion; or
- (d) The abandonment of the Leased Premises by Tenant, or, prior to the date five years after the Commencement Date, the failure of Tenant to occupy for thirty (30) consecutive days the Leased Premises or any significant portion thereof unless such failure is due to a Permitted Closure Event; or
- (e) The filing of a petition by Tenant (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under the Bankruptcy Code or any similar debtor relief law, or (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant’s property or for Tenant’s interest in this Lease; or

- (f) The filing of a petition of the type described in Section 20.1(e) against Tenant and the failure of such case to be dismissed within ninety (90) days after the filing thereof; or
- (g) The admission by Tenant in writing that it cannot pay its debts as they become due or the making by Tenant of an assignment for the benefit of its creditors.

20.2. Remedies of Landlord. Upon any Event of Default, and at any time thereafter while any Event of Default remains uncured, Landlord may, at Landlord's option and in addition to all other rights, remedies, and recourses available to Landlord at law, in equity, or pursuant to this Lease, do any one (1) or more of the following:

- (a) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately vacate the Leased Premises and shall simultaneously pay to Landlord the sum of (i) all Rent and other amounts accrued hereunder to the date of termination and (ii) all reasonable costs; and/or
- (b) Without terminating this Lease, terminate Tenant's right to possession of the Leased Premises by written notice to Tenant, in which event Tenant shall immediately vacate the Leased Premises and shall simultaneously pay to Landlord (i) all Rent and other amounts accrued hereunder to the date of termination of possession; (ii) all amounts due from time to time under Section 20.3; and (iii) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term as the same become due, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during said period. Reentry by Landlord in the Leased Premises will not affect the obligations of Tenant hereunder for the unexpired Term. Landlord may bring actions against Tenant to collect amounts due by Tenant on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term. If Landlord elects to proceed under this Section (b), Landlord may at any time elect to terminate this Lease pursuant to Section 20.2(a); and/or
- (c) Subject to the provisions of Section 20.5, exercise any other right or remedy available to Landlord pursuant to this Lease, at law, or in equity, including but not limited to, suing for money damages by reason of Tenant's breach, including the acceleration of all Rent that would have accrued after any termination of this Lease or any such dispossession.

20.3. Reletting. Upon termination of this Lease or upon termination of Tenant's right to possession of the Leased Premises, Landlord shall make reasonable attempts to relet the Leased Premises, for such period, to such tenant(s), and for such uses and purposes as Landlord, in the exercise of its sole discretion acting in good faith, may choose. Tenant shall pay Landlord, immediately upon demand, all expenses

incurred by it in obtaining possession and reletting any Facility, including fees, commissions and costs of attorneys, architects, agents and brokers. Tenant shall not be entitled to any rent obtained by reletting in excess of the Rent herein reserved except as a credit against amounts due under Section 20.2.

- 20.4. Landlord's Right to Pay or Perform. Upon an Event of Default (and upon five (5) days' prior written notice to Tenant except in the case of an emergency), without obligation to do so and without thereby waiving or curing such Event of Default, Landlord may pay or perform (or attempt to pay or perform) the underlying obligation for the account of Tenant and enter the Leased Premises for such purpose. All sums, if any, expended by Landlord pursuant to this Section 20.4 are due and payable by Tenant to Landlord immediately upon demand, shall be considered Rent, and shall bear interest as provided in Section 25.11.
- 20.5. Injunctive Relief; Remedies Cumulative. Notwithstanding any other provisions of this Lease, upon the occurrence of any Event of Default hereunder, including, without limitation, any Event of Default specified in Section 20.1, Landlord shall be entitled to pursue any and all remedies available to Landlord pursuant to the provisions of this Lease, including, without limitation, the remedies set forth in Section 20, injunctive relief, specific performance, and/or an action to recover only Landlord's actual monetary damages proximately caused by Tenant hereunder. Landlord may restrain or enjoin any Event of Default or threatened Event of Default without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The rights, remedies, and recourses of Landlord for an Event of Default are cumulative and no right, remedy, or recourse of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.
- 20.6. No Waiver; No Implied Surrender. The provisions of this Lease may not be waived orally or impliedly, but only by the Party entitled to the benefit of the provision and only by an express waiver in writing. Thus, neither the acceptance of Rent by Landlord following an Event of Default (whether known to Landlord or not), nor any other custom or practice followed in connection with this Lease, constitutes a waiver by Landlord of such Event of Default or any other Event of Default. Further, any failure by Landlord to complain of any action or inaction by Tenant, or to assert that any action or inaction by Tenant constitutes (or would constitute, with the giving of notice and/or the passage of time) an Event of Default, regardless of how long such failure continues, does not extinguish, waive, or in any way diminish the rights, remedies, and recourses of Landlord with respect to such action or inaction. No waiver by Landlord of any provision of this Lease or of any breach by Tenant of any obligation of Tenant hereunder shall be deemed to be a waiver of any other provision of this Lease, or of any other breach by Tenant of the same or any other provision of this Lease. Any consent by Landlord to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any other act of Tenant. No act or omission by Landlord (other than Landlord's execution of a document acknowledging such surrender) or Landlord's agents, including the

delivery of the keys to the Leased Premises, shall constitute an acceptance of a surrender of the Leased Premises.

21. Default by Landlord. Except for any delay in Landlord’s performance of any of Landlord’s obligations hereunder caused by Force Majeure, Landlord shall be in default under this Lease if Landlord fails to perform any of Landlord’s obligations hereunder and said failure continues for a period of thirty (30) days after Tenant gives Landlord (and, provided that Tenant shall have been given the name and mailing address of any Landlord’s Mortgagee, each such Landlord’s Mortgagee) written notice thereof specifying, with reasonable particularity, the nature of Landlord’s default; provided, however, that if the default cannot reasonably be cured within such thirty (30) day time period, Landlord shall not be in default hereunder if Landlord or any Landlord’s Mortgagee commences to cure the default within such thirty (30) day time period after Tenant gives such notice and thereafter diligently pursues the curing of same to completion. Tenant’s sole and exclusive remedy for any uncured default by Landlord hereunder, in lieu of all other remedies, at law, in equity, or pursuant to this Lease (all of which other remedies, if any, Tenant hereby expressly waives and abandons) shall be to pursue an action to recover only Tenant’s actual monetary damages proximately caused by such default by Landlord under this Lease.

22. Right of Reentry; Surrender. Upon the expiration or termination of the Term, for whatever cause, Tenant shall surrender to Landlord possession of the Leased Premises in “broom clean” and good order, condition, and repair, except only for ordinary wear and tear, damage by casualty not required to have been repaired pursuant to Section 14, and any condition of the Leased Premises caused by Landlord. If Tenant fails to surrender possession as herein required, Landlord may initiate any and all legal action as Landlord may elect to dispossess Tenant and all of its property, and all Persons claiming by, through, or under Tenant and all of their property, from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage, or destruction thereto, unless caused by Landlord’s gross negligence) any such property at Tenant’s sole liability, cost, and expense. For so long as Tenant remains in possession of the Leased Premises after such expiration, termination, or exercise by Landlord of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant pursuant to this Lease, except that the daily Base Rent shall be one hundred fifty percent (150%) of the per day Base Rent in effect immediately prior to such expiration, termination, or exercise by Landlord. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, Landlord may, at Tenant’s expense, restore the Leased Premises to such condition.

23. Transition.
 - 23.1. In connection with the expiration or earlier termination of this Lease, Tenant shall reasonably cooperate with Landlord and any new tenant with respect to the reletting of the Leased Premises to such new tenant and the transition of the Leased Premises to such new tenant, including obtaining Authorizations and Governmental Payors’ certifications and communicating information with respect

to patients who will be discharged from the Facility and admitted to the facility operated by the new tenant; provided, however, that Tenant shall have no obligation to take any action or inaction which would limit or impair Tenant's ability to relocate Tenant's operations from the Leased Premises to another location or Tenant's ability to otherwise continue to engage in operations for a Permitted Use or any other healthcare business in the St. Louis, Missouri market. Without limitation of the foregoing, nothing in this Section 23 shall require Tenant to transfer or relinquish, or cooperate with respect to the transfer or relinquishment of, any Authorizations, Governmental Payors' certifications, other third party payor contracts, any third party contracts used by Tenant or Tenant's affiliates in connection with business operations at both the Premises and other locations, patient or business records, or any computer equipment, electronic medical records systems, proprietary software or intellectual property, to Landlord or any designee of Landlord.

- 23.2. In connection with the surrender of the Leased Premises, at Landlord's election, which shall be made no later than 30 days prior to the expiration of the Lease Term, all Tenant Personal Property other than the Removable Tenant Fixtures and Alterations (with such exclusions, the "Option Property") shall be conveyed by Tenant to Landlord or its designee for a payment equal to the Property Payment Amount by executing a bill of sale in a form reasonably required by Landlord. Tenant shall ensure that the Option Property includes either the Landlord Personal Property or replacements thereof of substantially similar type and use. Notwithstanding the foregoing, upon written demand by Landlord, Tenant shall remove from the Leased Premises in a workmanlike manner any Tenant Personal Property so identified by Landlord to be so removed, leaving the Premises in good and presentable condition and appearance, including repairing any damage caused by such removal.
- 23.3. To the maximum extent permitted by applicable law, and without regard to the existence of any insurance provided for herein or the policy limits of any such insurance, Landlord shall protect, indemnify, defend and save harmless Tenant, its Affiliates, and each of their directors, officers, shareholders, members, and employees (collectively, the "Tenant Indemnified Parties") for, from, against and regarding any and all foreseeable or unforeseeable liability, expense, loss, cost, deficiency, or damage of any kind or nature, (including reasonable attorneys' fees, and including from any suits, claims or demands) on account of any matter or thing, action or failure to act arising out of or in connection with any cooperation by Tenant in accordance with this Section 23, unless any of the foregoing were caused by the gross negligence or willful misconduct of any of the Tenant Indemnified Parties.
- 23.4. The terms of this Section 23 shall survive the expiration or sooner termination of this Lease.
24. Financial Reporting. No later than 30 days after the end of each fiscal quarter of Tenant, Tenant shall deliver to Landlord quarterly and year-to-date unaudited profit and loss

statements for the Facility. No later than 30 days after the end of each fiscal quarter of Tenant, Tenant shall deliver to Landlord a quarterly and year-to-date report setting forth the patient census for such period. Failure of Tenant to provide statements required under this Section 24 shall not constitute an Event of Default unless and until Tenant fails to provide such reports within thirty (30) days following Landlord's written notice of such failure to Tenant. Landlord shall hold such statements and all information contained therein confidential in accordance with Section 25.18.

25. Miscellaneous.

25.1. Time of Essence. Time is of the essence with respect to each date or time specified in this Lease by which any performance is to occur.

25.2. Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Missouri. All monetary and other obligations of Landlord and Tenant are performable in St. Louis County, Missouri.

25.3. Assignment by Landlord. Landlord shall have the right to assign, sell, or otherwise transfer, in whole or in part, all or any of Landlord's rights, titles, or interests in and to the Leased Premises and/or this Lease. In the event of any such assignment, sale, or transfer by Landlord of its interest in the Leased Premises (or any portion thereof) or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall be released and discharged from all of its covenants and obligations under this Lease, except obligations which have accrued prior to any sale, assignment, or transfer, and Tenant agrees to look solely to Landlord's successor in interest for performance of such obligations.

25.4. Estoppel Certificates.

(a) From time to time at the request of Landlord or any Landlord's Mortgagee, Tenant will promptly and without compensation or consideration, execute, have acknowledged, and deliver a certificate addressed to Landlord and/or any other Person(s) reasonably designated by Landlord, stating (i) the Commencement Date and the date of expiration of the Term; (ii) the rights (if any) of Tenant to extend or shorten the Term or to expand or reduce the size of the Leased Premises; (iii) the Rent (or any components of the Rent) currently payable hereunder, and the date through which Rent is paid; (iv) whether this Lease has been amended in any respect and attaching thereto copies of this Lease and all amendments, if any, to this Lease; (v) whether, within the knowledge of Tenant, there are any existing breaches or defaults by Landlord or Tenant hereunder and, if so, stating the defaults with reasonable particularity; (vi) that the transaction, if any, described in the request does not constitute a default by Landlord under this Lease; and (vii) such other information pertaining to Tenant and this Lease as

Landlord, any Landlord's Mortgagee, or any prospective purchaser or prospective Landlord's Mortgagee may reasonably request.

- (b) From time to time at the request of Tenant or any Tenant's Mortgagee, Landlord will promptly and without compensation or consideration execute, have acknowledged, and deliver a certificate addressed to Tenant and/or any other Person(s) reasonably designated by Tenant, stating (i) the Commencement Date and the date of expiration of the Term; (ii) the rights, if any, of Tenant to extend or shorten the Term or to expand or reduce the size of the Leased Premises; (iii) the Rent (or any components of the Rent) currently payable hereunder and the date through which Rent has been paid; (iv) whether this Lease has been amended in any respect and attaching thereto copies of this Lease and all amendments, if any, to this Lease; (v) whether, within the knowledge of Landlord, there are any existing breaches or defaults by Landlord or Tenant hereunder and, if so, stating such defaults with reasonable particularity; (vi) that the transaction, if any, described in the request does not constitute an Event of Default under the Lease; and (vii) such other information pertaining to Tenant and this Lease as Tenant, any Tenant's Mortgagee, or any prospective assignee or prospective mortgagee of Tenant's interest in this Lease may reasonably request.

- 25.5. Notices. All notices and other communications authorized, permitted, or required pursuant to this Lease must be in writing, addressed as set forth in this Section 25.5, and sent either by prepaid United States Postal Service first class certified mail with return receipt requested; by delivery in person to the address of the addressee; or by prepaid nationally recognized delivery service such as Federal Express or UPS. Notices sent by prepaid United States Postal Service first class certified mail with return receipt requested shall be deemed received on the date of the first attempted delivery thereof, as shown on the United States Postal Service's return receipt. Notice sent by delivery in person shall be deemed received on the Business Day delivered, if delivered before 5:00 p.m., local time, at the address of the addressee, and if delivered after 5:00 p.m. on any day, on the next Business Day thereafter. Notice sent by a nationally recognized delivery service shall be deemed received on the Business Day delivered to the addressee. Notice given in any other manner, and any notice given to Landlord, shall be effective only upon receipt by the intended addressee. For the purposes of notice, the address of (a) Landlord shall be Ventas, Inc., 300 N. LaSalle Drive, Suite 1600, Chicago, IL 60654, Attn: Legal Department and Asset Management, with a copy of such notice to Barack Ferrazzano Kirschbaum & Nagelberg LLP, 200 West Madison Street, Suite 3900, Chicago, Illinois, Attn: Douglas W. Anderson, Esq.; and (b) Tenant shall be the address recited on the signature page hereof. Each Party shall have the continuing right to change its address for notice hereunder by the giving of fifteen (15) days' prior written notice to the other party in accordance with this Section 25.5.

- 25.6. Entire Agreement; Amendment; and Binding Effect. This Lease constitutes the entire agreement between Landlord and Tenant relating to the subject matter hereof. Any and all prior and contemporaneous agreements and understandings relating to this Lease and the relationship of Landlord and Tenant which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by Landlord and Tenant (and, if a Mortgage is then in effect, by the Landlord's Mortgagee or the Tenant's Mortgagee entitled to the benefits thereof), and any alleged amendment which is not so documented shall not be effective as to either Party. The provisions of this Lease are binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided; however, that this Section 25.6 does not negate, diminish, or alter the restrictions on Transfers applicable to the Parties set forth elsewhere in this Lease. There are no third party beneficiaries of this Lease.
- 25.7. Severability. This Lease is intended to be performed in accordance with all Legal Requirements. If any provision of Lease or the application thereof to any Person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties as contained herein, the remainder of this Lease and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 25.8. Number and Gender; Captions and References. As the context of this Lease may require, pronouns include natural persons and legal entities of every kind and character, the singular number includes the plural and the neuter includes the masculine and the feminine gender. Section headings in this Lease are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define any section hereof. Whenever the terms "hereof," "hereby," "herein", "hereunder" or words of similar import are used in this Lease, they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Section" shall be construed as referring to the indicated Section of this Lease.
- 25.9. Attorneys' Fees. If litigation is initiated by either Party against the other relating to this Lease, then the prevailing Party on issues related to the Lease shall be entitled to recover, in addition to all damages allowed by law and other relief, all court cost and reasonable attorneys' fees incurred in connection with such litigation.
- 25.10. Brokers. Each Party hereby warrants and represents to the other Party that the representing Party has not incurred or authorized any brokerage commission, finder's fees, or similar payments for which the other Party is responsible in connection with this Lease, and each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim for brokerage commission,

finder's fees, or similar payment arising by virtue of authorization of such Party, or any Affiliate of such Party, in connection with this Lease.

- 25.11. Interest on Obligations. Any amount due from Tenant to Landlord or from Landlord to Tenant which is not paid within five (5) days after receipt by Tenant of written notice from Landlord of such nonpayment shall bear interest at the lesser of (a) twelve percent (12%) per annum, or (b) the "WSJ prime rate" of interest on the date such payment is due, until paid, but the payment of such interest does not excuse or cure the default in payment. Notwithstanding the foregoing, Landlord shall not be required to provide notice of nonpayment more than twice per twelve (12) month period, after which event, any amount due from Tenant to Landlord which is not paid when due shall bear interest at the lesser of (a) twelve percent (12%) per annum, or (b) the "WSJ prime rate" of interest on the date such payment is due, until paid, but the payment of such interest does not excuse or cure the default in payment.
- 25.12. Dollars. As used in this Lease, the symbol "\$" means United States dollars, the lawful currency of the United States.
- 25.13. Authority. Each Party warrants and represents to the other that the Recitals are true and correct; that each is a duly organized or qualified and existing legal Person, qualified to transact business and, to the extent required, in good standing in the State of Missouri; each has full right and authority to execute, deliver, and perform this Lease; each Person executing this Lease on behalf of a Party was authorized to do so, and upon request of a Party; each such Person will deliver to the other Party satisfactory evidence of his or her authority to execute this Lease on behalf of a Party.
- 25.14. Incorporation by Reference. All Exhibits and written addenda attached hereto are incorporated herein for any and all purposes.
- 25.15. Hazardous Waste; Bio-Hazardous Waste. Tenant warrants and represents to, and covenants with, Landlord that:
- (a) Tenant's use of the Leased Premises will at all times comply and conform to all laws, statutes, ordinances, rules, and regulations of any governmental, quasi-governmental, or regulatory authority ("Laws") which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production, or disposal (collectively "Treatment") of any waste, waste products, radioactive waste, poly-chlorinated biphenyls, asbestos, hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule, or regulation, and any Bio-Hazardous Medical Waste (collectively, "Waste"). Tenant further covenants that it will not engage in or permit any Person to engage in any Treatment of any Waste on or which affects the Leased Premises, unless said Treatment complies with and conforms to all Laws relating to such Waste.

- (b) At Tenant's sole liability, risk, cost, and expense, Tenant shall provide proper receptacles and containers for all Bio-Hazardous Medical Waste and shall make such arrangements as shall be necessary, proper, and/or required for the disposal of Tenant's Bio-Hazardous Medical Waste in strict compliance with all applicable Laws. Scheduling for the disposal of Tenant's Bio-Hazardous Medical Waste shall be coordinated with Landlord. Landlord assumes no duty, obligation, or liability with respect to Tenant's Bio-Hazardous Medical Waste and Tenant shall indemnify Landlord from all liability arising out of the existence of Tenant's Bio-Hazardous Medical Waste in or about the Leased Premises and the creation, storage, transportation, disposal, or other Treatment thereof, unless such liability is caused by the gross negligence or intentional acts of Landlord.
- (c) Tenant shall indemnify and hold Landlord Parties harmless from any loss incurred in connection with a breach of this Section 25.15.

- 25.16. Multiple Counterparts. This Lease may be executed in two (2) or more counterparts, each of which is an original, but all of which constitute one (1) instrument.
- 25.17. Force Majeure. If either Party is delayed or prevented from the performance or completion of any act required by this Lease by reason of Force Majeure, then the performance of such act (other than the payment of money) shall be excused for the period of the delay caused by the Force Majeure, and the period for the performance of any such act (other than the payment of money) shall be extended for a period equivalent to the period of such delay. Any Party claiming a delay caused by Force Majeure must notify the other Party in writing of the existence of its claim of a Force Majeure delay at the next regular meeting of the Parties (which meetings are anticipated to occur approximately monthly) but in no event later than fourteen (14) days after the last day of the calendar month in which any such delay claimed to be caused by Force Majeure occurred, specifying with reasonable particularity the basis for such claim.
- 25.18. Confidentiality. It is understood by the parties hereto that the information, documents and instruments delivered to Landlord, Tenant and the employees or agents of each and the information, documents and instruments delivered to Landlord, Tenant, and the employees or agents of each, are of a confidential and proprietary nature. Each of the parties hereto agrees that it will maintain the confidentiality of all such confidential information, documents or instruments delivered to it by any of the other parties hereto or their agents in connection with the negotiation of this Lease or in compliance with the terms, conditions and covenants hereof and will only disclose such information, documents and instruments to its duly authorized officers, partners, directors, representatives and agents. Each of the parties hereto recognizes that any breach of this Section would result in irreparable harm to the other party to this Lease and that therefore the parties hereto shall be entitled to seek an injunction to prohibit any such

breach or anticipated breach, without the necessity of posting a bond, cash or otherwise, in addition to all of their other legal and equitable remedies. Nothing in this Section 25.18, however, shall prohibit the use of such confidential information, documents or information (a) by a party, its auditors or counsel to satisfy the requirements of such party's lenders or prospective lenders (provided, that such auditor, counsel and/or lenders and prospective lenders agree to maintain the same confidentiality in accordance with this Section 25.18), (b) by Landlord or its employees and agents to prospective tenants, prospective lenders, prospective purchasers, prospective managers and the like, after a monetary Event of Default, (c) by a party as required by applicable Legal Requirements or (d) that constitute Unrestricted Disclosures.

The parties acknowledges that Ventas, Inc. ("Ventas"), the ultimate parent company of Landlord, and Guarantor are each publicly traded companies and, as such, are subject to extensive reporting and disclosure requirements under statutory and common law duties owed to their shareholders and in accordance with applicable securities laws. These requirements may include, but are not limited to: (a) reporting on the results of the Facility in filings and/or reports under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and related press releases; and (b) describing the transactions contemplated under this Agreement and/or related confidential information in such filings, reports and/or releases ("Unrestricted Disclosures"). "Unrestricted Disclosures" shall also include disclosures of confidential information by representatives of Ventas or Guarantor, as applicable, in the ordinary course of business to The New York Stock Exchange, financial analysts, rating agencies, banks and other similar persons or institutions, which information is of the same general nature as that disclosed about Ventas or Guarantor, as applicable, to such persons or institutions in its ordinary course of business. Notwithstanding anything in this Agreement to the contrary, Unrestricted Disclosures may be made by each party (or any of their respective affiliates) from time to time without the other party's (or any other party's) prior consent.

25.19. Guarantees. In order to induce Landlord to execute this Lease with Tenant, and as a condition precedent to the effectiveness of this Lease, Select Medical Corporation ("Guarantor") shall execute the Guaranty of Lease in the form provided for in Exhibit C (the "Guaranty").

26. Landlord Funded Improvements.

26.1. Request for Landlord Funding. From and after the Base Rent Commencement Date and satisfaction of the Licensing Condition, Tenant may request that Landlord reimburse Tenant for all or any portion of the Eligible Capex Expenditures. Tenant shall submit each such request for reimbursement of Eligible Capex Expenditures by delivering to Landlord written notice of such request on the form attached hereto as Exhibit G (the "Request Form"). Tenant may request disbursement of Eligible Capex Expenditures no more than one time per calendar month.

- 26.2. Landlord Funding. Landlord shall promptly (and in any event within 15 Business Days after receipt of the complete Request Form) fund to Tenant the Eligible Capex Expenditures in the amounts indicated in the Request Form, provided that (i) at the time of delivery of the Request Form, no Event of Default has occurred and is continuing, (ii) Tenant has delivered to Landlord invoices, proof of payment, and, for any work in excess of \$10,000, lien waivers, in each case relating to the applicable Eligible Capex Expenditures, (iii) the sum of the amount requested to be reimbursed plus all other amounts paid pursuant to this Section 26 would not exceed the Eligible Capex Amount, (iv) all amounts for which reimbursement is being requested pursuant to the Request Form are Eligible Capex Expenditures, and (v) the Base Rent Commencement Date has occurred and the Licensing Condition (as defined below) has been satisfied. Tenant shall promptly provide such additional information as Landlord may reasonably request in connection with any such request for disbursement, but provision of such information shall not be a condition to disbursement. For the avoidance of doubt, Landlord shall not be required to make any payment pursuant to this Section 26 unless and until the Base Rent Commencement Date has occurred and the Licensing Condition has been satisfied.
- 26.3. Cumulative Report. Included with each Request Form Tenant shall deliver a report of all (i) items for which reimbursement was previously requested pursuant to a Request Form, including the amount of each such item and the sum of all such amounts, and (ii) payments made by Landlord pursuant to this Section 26.
- 26.4. Certain Definitions.
- (a) “Eligible Capex Amount” means \$1,500,000 as such amount may be increased pursuant to Section 3.4(b).
- (b) “Eligible Capex Expenditures” means expenditures (i) (x) for projects for roof improvements, building envelope and mortar pointing, elevators, and chillers, (y) any other items that have been included pursuant to the operation of Section 3.4(b), and (z) such other improvements which otherwise comply with the remainder of this definition, (ii) paid by Tenant in commercially reasonable amounts to Persons that are not Affiliates of Tenant or any Guarantor for upgrades or improvements to the Building, (iii) that are “capital expenditures” (as defined under GAAP), and (iv) that have the effect of maintaining or improving the real property improvements or fixtures or equipment at the Building; provided however, that Eligible Capex Expenditures shall not include expenditures related to: (A) projects with an aggregate cost of \$2,500 or less, or (B) purchases of supplies (but may include purchases of materials).
- (c) “Licensing Condition” means (i) (a) Tenant has obtained approval by the State DOH for the operation of at least 50 licensed hospital beds within the Leased Premises; or (b) Tenant did not give

termination notice by the date required pursuant to Section 3.4(a); and (ii) (x) Tenant did not give any RR Termination Notice by the date required pursuant to Section 3.4, or (y) any RR Termination Notice was deemed withdrawn pursuant to Section 3.4. The Licensing condition shall be “satisfied” if both the conditions described in clauses (i) and (ii) are true.


EXECUTED as of the date and year above first written.

LANDLORD

**VENTAS REALTY, LIMITED
PARTNERSHIP,**
a Delaware limited partnership

By: Ventas, Inc., a Delaware corporation

Its: General partner

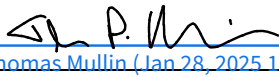
By: 

Name: Nick Jacoby

Title: Authorized signatory

TENANT

**INTENSIVA HOSPITAL OF GREATER ST.
LOUIS, INC.,**
a Missouri corporation

By: 
Thomas Mullin (Jan 28, 2025 17:15 EST)

Name: Thomas P. Mullin

Title: President

Notice address:

c/o Select Medical Corporation
4714 Gettysburg Road
Mechanicsburg, PA 17055
Attn: Chief Operating Officer

with a copy to:

Select Medical Corporation
4714 Gettysburg Road
Mechanicsburg, PA 17055
Attn: General Counsel

EXHIBIT A

GLOSSARY OF DEFINED TERMS

1. “Additional Rent” means the sums specified in Section 5.3, together with all other sums described as “Additional Rent” in the Lease.
2. “Affiliate”, when used with respect to any Person, the term “Affiliate” means any Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through direct or indirect membership interests, the ownership of voting securities, partnership interests or other equity interests.
3. “Authorization” means any and all licenses, permits, certifications, provider numbers, accreditations, Provider Agreements, CONs, certificates of exemption, approvals, waivers, variances and other governmental or “quasi-governmental” authorizations necessary or advisable for the use of the Facility for its Permitted Use and receipt of reimbursement or other payments under any Third Party Payor Program in which the Facility participates.
4. “Base Rent” means the amount specified in Section 5.1, as adjusted in accordance with Section 5.2.
5. “Bio-Hazardous Medical Waste” means any waste, substance, or material (solid, liquid, or gaseous) generated, produced, or resulting from the diagnosis, treatment, or immunization of human beings, or any research pertaining thereto, or the production or testing of biological agents, including, without limitation, any definition thereof or referenced thereto in any Legal Requirements, including, without limitation, any substance defined or referred to 29 CFR Part 2910.1030.
6. “Building” means the long-term acute care hospital building located at 4930 Lindell Boulevard, St. Louis, MO 63108, on the Land and in which the Leases Premises are located. The term “Building” includes all fixtures and appurtenances in and to the aforesaid structure, including specifically, but without limitation, all Building and Life Safety Systems. The “Leased Premises” are the Building.
7. “Building and Life Safety Systems” means, collectively, all electrical, mechanical, plumbing, elevator, HVAC, water, storm sewer, sanitary sewer and all other utility systems and connections, all life support systems, sprinklers, smoke detection and other fire protection systems serving the Building, and all equipment, machinery, shafts, flues, piping, wiring, ducts, duct work, panels, instrumentation and other relating thereto.
8. “Business Day” means any Monday, Tuesday, Wednesday, Thursday, or Friday, unless any such day is a Holiday.
9. “Facility” means the LTACH located in the Leased Premises, or such

other facility or hospital located in the Leased Premises that is a Permitted Use.

10. “Fiscal Year” means any fiscal year (or portion thereof) of Landlord during the Term. The Fiscal Year currently commences on January 1 and ends on the next following 31st day of December.

11. “Force Majeure” means any strike, lockout, or other labor or industrial slowdown or activity (whether or not on the part of employees of either Party, any contractor, or otherwise), terrorist act or threat, civil disturbance, war (declared or de facto), act of any public enemy, riot, sabotage, blockade, embargo, quarantine, future valid order of any government, court, or regulatory body claiming jurisdiction, failure or inability to secure materials, equipment, or labor by reason of priority or similar regulation, order, decree, or proclamation of any executive, legislative, or judicial governmental or regulatory body, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, act of God, or any cause whatsoever, whether or not similar or dissimilar to those enumerated above, beyond the reasonable control of the Party alleging Force Majeure as an exception to such Party's performance pursuant to this Lease, expressly including, without limitation, any delay caused by the other Party to the Lease, or any officer, director, shareholder, partner, employee, agent, contractor, or Affiliate of such Party; provided, however, lack of funds by a Party does not constitute a cause beyond the control of such Party unless such lack of funds is caused by any delay or failure on the part of the other Party to perform any obligation pursuant to this Lease.

12. “Governmental Payor” means any state or federal health care program providing medical assistance, health care insurance or other coverage of health care items or services for eligible individuals, including but not limited to the Medicare program more fully described in Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and the Medicaid program more fully described in Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and the regulations promulgated thereunder.

13. “Hazardous Materials” shall mean any of the following: (a) petroleum products and/or by-products (including any fraction thereof), flammable substances, explosives, radioactive materials, hazardous or toxic wastes, substances or materials, known carcinogens or any other materials, contaminants or pollutants which could pose a hazard to any portion of the Leased Premises or to persons on or about any portion of the Leased Premises or cause any portion of the Premises to be in violation of any Laws relating to the environment, health and safety, air and water quality, waste disposal and other environmental matters; (b) asbestos in any form which is friable; (c) urea formaldehyde in foam insulation or any other form; (d) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million or any other more restrictive standard then prevailing; (e) Bio-Hazardous Waste; (f) radon gas; (g) mold and (h) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or could pose a hazard to the health and safety of the occupants of any portion of the Leased Premises or the owners and/or occupants of property adjacent to or surrounding any portion of the Leased Premises, including any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), as amended from time to time.

14. “Holidays” shall mean (a) New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and (b) other days which are commonly observed as holidays by the majority of tenants of the Building. If the Holiday occurs on a Saturday or Sunday, the Friday preceding or the Monday following may, at Landlord’s discretion, be observed as a Holiday.

15. “HVAC” means the heating, ventilation and air conditioning of the Building, including all systems and components thereof.

16. “Impositions” means (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy and other taxes, assessments, charges, excises, and levies (including any interest, costs or penalties with respect thereto), general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever which are assessed, levied, charged, or imposed by any governmental or quasi-governmental authority upon or with respect to the Leased Premises or any portion thereof, or the ownership, use, occupancy, or enjoyment thereof; and (b) all charges for any easement, license, permit, or agreement maintained for the benefit of the Leased Premises (excluding any such amounts attributable to property other than the Leased Premises). “Impositions” shall not include income taxes, estate and inheritance taxes, excess profit taxes, franchise taxes, taxes imposed on or measured by the income of Landlord, costs and interest arising from a financing by Landlord and taxes imposed on account of the transfer of ownership of the Leased Premises or any interest therein or part thereof. If any or all of the Impositions are discontinued and, in substitution therefor, taxes, assessments, charges, excises or impositions are assessed, levied, charged or imposed wholly or partially on the Rent received or payable hereunder (a “Substitute Imposition”), then the Substitute Imposition shall be deemed to be included in the term “Impositions”.

17. “Insurers” means the agents and underwriters who issue any policies of insurance (including payment, performance, fidelity, appeal, surety, and other bonds) with respect to the Leased Premises, Landlord, Tenant, or any physician practicing in the Leased Premises, and all other groups, organizations, and bodies establishing or suggesting insurance rates or provisions with respect to the Leased Premises, Landlord, or Tenant.

18. “Land” means the real property on which the Building/Leased Premises is located and which is further described on Exhibit B hereto.

19. “Landlord’s Mortgagee” means the mortgagee of any Mortgage encumbering Landlord’s interest in the Leased Premises, and the beneficiary of any deed of trust encumbering Landlord’s interest in the Leased Premises, as now or hereafter in existence covering all or any portion of the Leased Premises, and their respective successors, assigns, and purchasers.

20. “Landlord Personal Property” means the machinery, equipment, furniture and other personal property located at the Leased Premises as of the Commencement Date.

21. “Landlord Related Party” means Landlord, any Affiliate of Landlord, any employee, shareholder, partner, member, officer, director, agent, attorney, contractor, or licensee of Landlord, or of any Affiliate of Landlord, and the legal representatives, successors, assigns,

and permitted transferees of any of the foregoing.

22. “Lease” means this Lease, as renewed, modified, extended, and/or amended in accordance with Section 25.6.

23. “Leased Premises” means the area leased by Tenant pursuant to this Lease. The Leased Premises include the entire Building and Parking Area.

24. “Lease Year” means the period commencing with the Commencement Date and ending on the last day of the twelfth full calendar month thereafter and each subsequent consecutive twelve-month period thereafter during the Term.

25. “Legal Requirements” means (a) all federal and state of Missouri, constitutions, statutes, laws, rules, regulations, orders, ruling, judicial decisions, court decrees, injunctions, writs, ordinances, certificates of occupancy, licenses, permits, variances, waivers, consents, directions, promulgations, directives, and requirements of all federal, state, county, regional, city, and other governmental authorities now or hereafter pertaining to Tenant, the Lease, the Leased Premises, Tenant’s Permitted Use of the Leased Premises, and/or Tenant’s business conducted in or from the Leased Premises; (b) all covenants, conditions, restrictions, and other matters, recorded or otherwise, now or hereafter affecting or relating to the Permitted Use, or the Leased Premises, regardless of when same become effective, so long as such matters which hereafter become effective do not materially and adversely affect Tenant’s Permitted Use of the Leased Premises; (c) all applicable federal, state, county, and city laws, regulations, and ordinances now or hereafter pertaining to air quality, water quality, Hazardous Materials, Bio-Hazardous Medical Waste, air emissions, utility conservation, and other environmental matters; (d) all zoning and other land use matters; (e) utility and parking availability and usage requirements; (f) the directions of any public officials which now or hereafter impose any duty upon Landlord or Tenant with respect to the ownership, operation, management, maintenance, use, or occupancy of the Leased Premises; (g) the requirements of all Insurers; and (h) all provisions, rules and regulations pursuant to or promulgated under the False Claims Act (31 U.S.C. Section 3729 et seq.), the federal Anti-Kickback statute (42 U.S.C. Section 1320-7a(b)), the Ethics in Patient Referrals Act of 1989, as amended (Stark Law) (42 U.S.C. 1395nn), the Civil Monetary Penalties Law (42 U.S.C. Section 1320-7a), Health Care Fraud (18 U.S.C. 1347), exclusion laws and Patient Inducements Statute, and any other equivalent state statutes and regulations, (i) the requirements of the State DOH and the Centers for Medicare and Medicaid Services as conditions for obtaining and maintaining all state and federal licenses and permits necessary to operating the Facility for its Permitted Use, (j) HIPAA and Other Privacy Laws, as defined in Section 6.2 of the Lease, and (j) any and all statutes, rules, regulations or executive orders promulgated or issued by governmental authorities with respect to any of the foregoing and the establishment, construction, ownership, operation, maintenance, management or occupancy of the Leased Premises and Facility or any part thereof.

26. “Material Authorizations” means, collectively, any license from the State of Missouri required for the then-current or intended Permitted Use, and any Medicare certification applicable to the then-current or intended Permitted Use.

27. “Mortgage” means any mortgage, deed of trust, or instrument for the

benefit of any Landlord's Mortgagee or any Tenant's Mortgagee, as the case may be, including all renewals, extensions, and rearrangements thereof and all obligations thereunder and/or secured thereby.

28. "Operating Expenses" means all costs and expenses related to the use, management, maintenance, service, operation, insurance, or condition of the Leased Premises during a particular Fiscal Year or portion thereof. "Operating Expenses" include, but are not limited to, the following to the extent they relate to the Leased Premises:

- (a) all Impositions and other governmental charges;
- (b) all insurance premiums charged for the following policies: (i) fire and extended coverage insurance including windstorm, hail, explosion, riot, strike, civil commotion, aircraft, vehicle and smoke insurance, (ii) public liability and property damage insurance, (iii) elevator insurance, (iv) worker's compensation insurance for the employees covered by clause (i) below, and (v) boiler, machinery, sprinkler, water damage, legal liability, contractual liability, burglary, hold-up, fidelity and pilferage insurance;
- (c) all commercially reasonable deductible amounts incurred in any Fiscal Year relating to an insurable loss;
- (d) all maintenance, repair, replacement, and painting costs;
- (e) all trash removal and pest control costs;
- (f) all security costs for the Building;
- (g) all electrical, energy monitoring, water, water treatment, gas, sewer, telephone, and other utility and utility related charges for the Building;
- (h) all costs of leasing or purchasing supplies, tools, equipment and materials;
- (i) all fees and other charges paid under all maintenance and service agreements, including, without limitation, Parking Area and landscaping maintenance and window cleaning.

29. "Parking Area" means (a) any parking area, open or covered, at the Leased Premises servicing the Building.

30. "Party" means Landlord or Tenant, and "Parties" means Landlord and Tenant.

31. "Permitted Use" means any of the following healthcare uses, together with ancillary services relating thereto: long-term acute care hospital, inpatient rehabilitation facility,

and outpatient physical rehabilitation clinic (including an outpatient rehabilitation day institute), or another use approved by Landlord, which approval not to be unreasonably withheld if the new use is for a healthcare use.

32. “Person” means any individual, corporation, partnership, limited liability company, trust, estate, unincorporated association, or other legal entity; any governmental department, bureau, agency, instrumentality, or subdivision; any Insurer; and any Landlord’s Mortgagee.

33. “Prior Lease” means the lease agreement between Landlord and Prior Tenant with respect to the Premises, as amended.

34. “Prior Tenant” means Kindred Healthcare, LLC and Kindred Healthcare Operating, LLC.

35. “Property Payment Amount” means the depreciated net book value of such Tenant Personal Property (computed in accordance with GAAP).

36. “Provider Agreements” means any agreements issued to or held by Tenant pursuant to which the Facility is licensed, certified, approved or eligible to receive reimbursement under any Third Party Payor Program.

37. “Removable Tenant Fixtures and Alterations” means those Trade Fixtures, alterations, additions and improvements listed on Exhibit F attached hereto and made a part hereof.

38. “Rent” means Base Rent, Additional Rent, and all other amounts provided for under this Lease to be paid by Tenant, whether as Additional Rent or otherwise.

39. “Sublease” means a Transfer of less than all of Tenant’s entire right, title, and interest in and to Tenant’s leasehold estate created by this Lease.

40. “Taking” or “Taken” means, with respect to any portion of or interest in the Leased Premises or this Lease, the initiation or receipt of notice of actual or constructive condemnation, or the initiation of actual or constructive acquisition by or under threat of condemnation, eminent domain or similar proceeding by, or at the direction of, any governmental authority or agency.

41. “Tenant Hours” means twenty-four (24) hours per day, seven (7) days per week.

42. “Tenant Related Party” means Tenant, any Affiliate of Tenant, any employee, shareholder, partner, member, officer, director, agent, attorney, contractor, or licensee of Tenant or of any Affiliate of Tenant, and the legal representatives, successors, assigns, and permitted Transferees of any of the foregoing.

43. “Term” means the fifteen (15) year period of this Lease commencing with the Commencement Date, as the same may be sooner terminated as provided herein, as the same

may be extended by the Renewal Terms pursuant to Section 3.

44. “Third Party Payor Programs” shall mean any third party payor programs pursuant to which healthcare facilities qualify for payment or reimbursement for medical or therapeutic care or other goods or services rendered, supplied or administered to any admittee, occupant, resident or patient by or from any governmental authority, Governmental Payor, bureau, corporation, agency, commercial insurer, non-public entity, “HMO,” “PPO” or other comparable party.

45. “Transfer” means (a) an assignment (direct or indirect, absolute or conditional, by operation of law or otherwise) by Tenant of all or any portion of Tenant’s interest in this Lease or the leasehold estate created hereby, (b) a Sublease, or (c) the grant or conveyance by Tenant of any concession or license within the Leased Premises. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or dissolution, or by any change in ownership or power to vote a majority of the voting stock (being the shares of stock regularly entitled to vote for the election of directors) in Tenant outstanding at the time of execution of this Lease constitutes a Transfer. If Tenant is a partnership having one or more corporations as general partners, the preceding sentence shall apply to each corporation as if the corporation alone had been the Tenant hereunder. If Tenant is a general or limited partnership, limited liability company, joint venture, or other form of association, the transfer of a majority of the ownership interests therein constitutes a Transfer. Notwithstanding the foregoing, in no event shall the transfer of stock on a nationally recognized stock exchange be deemed a Transfer hereunder.

46. “Trade Fixtures” has the meaning set forth in Section 10 of this Lease.

47. “Transferee” means the assignee, sublessee, pledgee, concessionee, licensee or other transferee of all or any portion of Tenant’s interest in this Lease, the leasehold estate created hereby, or the Leased Premises.

EXHIBIT B

LEGAL DESCRIPTION OF LAND

The land herein described is situated in the State of Missouri, City of St. Louis and is described as follows:

PARCEL 1: A lot in Block 3883 of the City of St. Louis, fronting 100 feet on the South line of Lindell Boulevard by a depth Southwardly of 212 feet 1-1/2 inches, more or less, on its West line, which line is a right angles to Lindell Boulevard and of 215 feet 4-1/4 inches on its East line being the West line of Euclid Avenue, to an alley on which it has a width 130 feet 5 inches.

PARCEL 2: A parcel of land in Block 3883 of the City of St. Louis, beginning at a point in the South line of Lindell Boulevard 100 feet West of the West line of Euclid Avenue, being also the West line of property, now or formerly of Frank H. Gerhart; thence Westwardly along the South line of Lindell Boulevard 140 feet; thence Southwardly 213 feet, more or less to an alley; thence Eastwardly along the North line of said alley 140 feet to a point. 130 feet 5 inches West of the West line of Euclid Avenue, being also the west line of property, now or formerly of Frank H. Gerhart; thence Northwardly along the West line of property, now or formerly of Frank H. Gerhart, 214 feet more or less, to the South line of Lindell Boulevard being the point of beginning

Commonly known as 4900 Lindell Blvd.

PARCEL 3: A Lot in Block 3883 of the City of St. Louis beginning in the South line of Lindell Boulevard, 240 feet West of the West line of Euclid Avenue; thence Westwardly along the South line of Lindell Boulevard 89 feet 2-3/4 inches to a point; thence Southwardly 213 feet 2-1/4 inches, more or less, to an alley; thence Eastwardly along the North line of said alley 89 feet 2-3/4 inches to a point; thence Northwardly 213 feet 2-1/4 inches, more or less, to the point of beginning.

PARCEL 4: A Lot in Block 3883 of the City of St. Louis, fronting 75 feet on the South line of Lindell Boulevard by a depth Southwardly at right angles to Lindell Boulevard of 213 feet 2-1/4 inches, more or less, to an alley, the Northwest corner of said Lot being 443 feet 3/4 inches East of the East line of Kingshighway Boulevard; bounded west by property now or formerly of International Life Insurance Co., and East by property now or formerly of Park Lane Memorial Hospital Association.

Commonly known as 4936 Lindell Blvd.

EXHIBIT C

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this “Guaranty”) is made and entered into this _____, 2025 by **SELECT MEDICAL CORPORATION**, a Delaware corporation (“Guarantor”), to and for the benefit of **VENTAS REALTY, LIMITED PARTNERSHIP**, a Delaware limited partnership, (“Landlord”), delivered pursuant to that certain Hospital Lease Agreement dated _____, 2025 (as the same may be modified, amended, amended and restated or replaced from time to time, the “Lease”) between Intensiva Hospital of Greater St. Louis, Inc., a Missouri corporation (together with its successors and assigns, “Tenant”), and Landlord.

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Guarantor, intending to be legally bound, does hereby guarantee to Landlord, its successor and assigns, the full and prompt payment by Tenant, its successors and assigns of all obligations of the Tenant under the Lease, subject to the following terms and conditions:

Guarantor agrees that (a) the obligations of Guarantor pursuant to this Guaranty shall be binding upon Guarantor without any further notice or acceptance thereof; (b) this Guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease or by reason of any summary or other proceedings against Tenant; (c) Guarantor will pay Landlord all amounts guaranteed hereby; (d) no extension, forbearance, or leniency extended by Landlord to Tenant shall discharge Guarantor from Guarantor's obligations hereunder, and Guarantor agrees at all times that Guarantor will be liable notwithstanding that Guarantor has obligations hereunder, and Guarantor agrees at all times that Guarantor will be liable notwithstanding that Guarantor has had no notice of such default or of any such extension, forbearance, or leniency; (e) Landlord and Tenant, without notice to or consent by Guarantor, may, at any time or from time to time, enter into such changes, modifications, extensions, renewals of the Term of the Lease, expansions of the Premises, amendments, or other covenants with respect to the Lease, and that Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent, or agreement, by Tenant, by its own operation, shall be deemed to be a joinder, consent, waiver, or agreement by Guarantor with respect to the Lease as so modified, extended, amended, or otherwise affected.

This Guaranty is a guaranty of payment, not of collection. This Guaranty is of a continuing nature and shall remain in full force and effect until all the terms, covenants, conditions and agreements contained in the Lease are fully performed and observed. In the event any payment made by Tenant in satisfaction of any obligation of Tenant is returned by Landlord as a result of a court order or directive or requirement of law (in connection with any bankruptcy proceeding or otherwise) that obligation shall, for purposes of this Guaranty, be deemed to continue in existence and shall include any payment returned.

Guarantor waives any and all notice of nonperformance or demand upon Tenant, and any opportunity to cure any default of Tenant. Guarantor further agrees that all obligations of

Guarantor under this Lease are independent of the obligations of Tenant under the Lease and that a separate action may be brought against Guarantor whether or not an action is commenced against Tenant under the Lease. NOTWITHSTANDING THE FOREGOING, LANDLORD MAY NOT RECOVER DUPLICATIVE RECOVERY FROM BOTH TENANT AND LANDLORD.

GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PERSON OR ENTITY WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH: THIS GUARANTY; THE LEASE; ANY LIABILITY OR OBLIGATION OF TENANT IN ANY MANNER RELATED TO THE LEASED PREMISES OR ANY PORTION THEREOF; ANY CLAIM OF INJURY OR DAMAGE IN ANY WAY RELATED TO THE LEASE AND/OR THE LEASED PREMISES (OR ANY PORTION THEREOF); ANY ACT OR OMISSION OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS, SERVANTS, CUSTOMERS, CONCESSIONAIRES, FRANCHISEES, PERMITTEES OR LICENSEES; OR ANY ASPECT OF THE USE OR OCCUPANCY OF, OR THE CONDUCT OF BUSINESS IN, ON OR FROM THE LEASED PREMISES (OR ANY PORTION THEREOF). GUARANTOR SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS OR CLAIMS FOR SET-OFF, RECOUPMENT OR DEDUCTION OF RENT IN ANY ACTION BROUGHT BY LANDLORD AGAINST GUARANTOR UNDER THIS GUARANTY. GUARANTOR SHALL NOT BE ENTITLED TO MAKE, AND HEREBY WAIVES, ANY AND ALL DEFENSES AGAINST ANY CLAIM ASSERTED BY LANDLORD OR IN ANY SUIT OR ACTION INSTITUTED BY LANDLORD TO ENFORCE THIS GUARANTY OR THE LEASE. IN ADDITION, GUARANTOR HEREBY WAIVES, BOTH WITH RESPECT TO THE LEASE AND WITH RESPECT TO THIS GUARANTY, ANY AND ALL RIGHTS WHICH ARE WAIVED BY TENANT UNDER THE LEASE, IN THE SAME MANNER AS IF ALL SUCH WAIVERS WERE FULLY RESTATED HEREIN. THE LIABILITY OF GUARANTOR UNDER THIS GUARANTY IS PRIMARY AND UNCONDITIONAL.

Guarantor further agrees to be bound by each and every covenant, agreement, duty, liability and obligation, as set forth in the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as "Tenant" thereunder, it being specifically understood and agreed by Guarantor that Guarantor's liability under the Lease shall be primary, and that in any right of action which may accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed directly against Guarantor with or without having commenced any action against or having obtained any judgment against Tenant or any successor or assignee of Tenant.

Neither Guarantor's obligations to make payment in accordance with this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, or released in any manner whatsoever by any impairment, modification, change, release, or limitation on the liability of Tenant or Tenant's estate in bankruptcy, or of any remedies for the enforcement thereof resulting from the operation of any present or future provision of any federal or state bankruptcy, insolvency, or other similar law, or from the appointment of a receiver or from the decision of any court, or the actual or purported rejection of the Lease by a trustee in bankruptcy on behalf of Tenant.

The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by reason of:

- a. The assertion by Landlord against Tenant of any of the rights or remedies available to Landlord under the Lease;
- b. The failure of Landlord to exhaust or pursue any of Landlord's rights or remedies available against Tenant or any other guarantor;
- c. The granting by Landlord of any indulgences or extensions of time to Tenant;
- d. Any subletting of all or part of the Premises;
- e. Any defenses, setoffs, or counterclaims of Tenant;
- f. Landlord's release or discharge of any other guarantor; or
- g. Landlord's receipt, application, release, or impairment of any security or collateral given to secure the performance and observance of the terms and covenants of the Lease.

The undersigned subordinates any liability or indebtedness of Tenant now or hereafter held by the undersigned to the obligations of Tenant to the Landlord under the Lease. Guarantor further agrees that Landlord may, without notice, assign this Guaranty in whole or in part. If Landlord disposes of its interest in the Lease, "**Landlord**," as used in this Guaranty, shall mean Landlord's successors and assigns.

At any time that Guarantor is not either (a) a publicly traded company, or (b) the sole asset of a publicly traded company with no liabilities, Guarantor shall as soon as available, and in any event within 180 days after the close of each fiscal year of Guarantor, deliver to Landlord, presented on a consolidated basis, unaudited financial statements prepared for such fiscal year with respect to Guarantor, including a balance sheet and operating statement as of the end of such fiscal year, prepared in accordance with GAAP, applied on a consistent basis and such other information as may be reasonably requested by Landlord. Together with any deliveries required by this paragraph, Guarantor shall deliver to Landlord an officer's certificate executed by an executive officer of Guarantor certifying that the applicable deliveries are true and correct and were prepared in accordance with GAAP, applied on a consistent basis, subject to changes resulting from normal year-end audit adjustments. Guarantor shall notify Landlord immediately at any time that it ceases to be either (a) a publicly traded company, or (b) the sole asset of a publicly traded company with no liabilities.

If Landlord takes any action or participates in any proceeding to enforce the Lease, this Guaranty, or to protect Landlord's rights hereunder or thereunder (including, but not limited to, bankruptcy, appellate, and post judgment proceedings), the undersigned shall pay to Landlord all out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

Without the prior consent of Landlord, which consent may be withheld or granted in Landlord’s sole discretion, Guarantor shall not assign (whether directly or indirectly), in whole or in part, this Guaranty or any obligation hereunder or, through one or more step transactions or tiered transactions, do, or permit to be done, any activity, transaction or Transfer prohibited under the terms of the Lease.

This Guaranty shall be governed by and construed under the laws of the State of Missouri. Venue for any legal proceedings under this Guaranty shall be Cook County, Illinois. For purposes of this Guaranty, Guarantor submits itself to the jurisdiction of the Courts of the State of Illinois.

It is agreed that the provisions of this Guaranty shall bind the successors and assigns of Guarantor and shall inure to the benefit of the legal representatives, heirs, successors, and assigns of Landlord.

Guarantor has caused this Guaranty to be executed this ____ day of _____, 2025.

GUARANTOR:

SELECT MEDICAL CORPORATION

Signature: _____

Printed Name: _____

EXHIBIT D
AGREED ALTERATIONS

- Renovation Package
 - o Millwork replaced
 - o Doors and Frames
 - o Ceiling tiles and some grid replacement
 - o Some flooring replacement
 - o Painting
 - o Coating and Patching Walls for repairs
 - o Dialysis Box Installation in some of the rooms
 - o Patient Room PTAC unit replacements
- Install new CT machine

EXHIBIT E
PARKING AREA



EXHIBIT F

REMOVABLE TENANT FIXTURES AND ALTERATIONS

1. The nurse call system installed within the Leased Premises
2. Any telemetry system installed within the Leased Premises
3. All computer equipment, tablets and similar equipment.
4. Any other trade fixtures, improvements and alterations which are proprietary in nature or use proprietary information or proprietary software.
5. All replacements of and substitutions for any of the foregoing made or installed by Tenant throughout the Term.

EXHIBIT G
REQUEST FORM

FUNDING REQUEST

TO:

Ventas Inc.
300 N. LaSalle Drive
Suite 1600
Chicago IL 60654

Attention:

Reference is hereby made to the Lease Agreement dated as of January 24,2025, by Ventas Inc. and Select Medical.

Select hereby requests that Ventas approve this Funding Request for disbursement in the amount of (\$insert amount) on (insert date) (the "**Requested Funding Date**").

The requested Reimbursement based on following back up invoices:

[insert invoices and other required documentation here]

[INSERT TENANT SIGNATURE BLOCK]

Public Notice: Intensiva Hospital of Greater St. Louis, Inc

Details for Public Notice: Intensiva Hospital of Greater St. Louis, Inc

Feb 5, 2025

Public Notice: Intensiva Hospital of Greater St. Louis, Inc., d/b/a Select Specialty Hospital-St. Louis, plans to open a 60-bed long-term acute care hospital (LTACH) at 4930 Lindell Blvd., St. Louis, Missouri 63108 subject to Certificate of Need approval of Application #6184 HS. Questions and comments may be submitted to **KButler@ubglaw.com**.

220-60008529

Greensfelder, Hemker & Gale, P.C./UB

Order Nbr 143684

Publication	Post - Dispatch
Contact	Greensfelder, Hemker & Gale, P.C./UB
Address 1	10 S. BROADWAY, SUITE 2000
Address 2	
City St Zip	ST LOUIS MO 63102
Phone	3143455402
Fax	3142415166
Section	Legals
SubSection	
Category	9000 Public Notices
Ad Key	143684-1
Keywords	Public Notice: Intensiva Hospi
Notes	

PO Number	Kelsey Robertson
Rate	Legal
Order Price	345.84
Amount Paid	0.00
Amount Due	345.84
Start/End Dates	02/05/2025 - 02/05/2025
Insertions	1
Size	13
Salesperson(s)	Tanya Lemons I023
Taken By	Tanya Lemons

Cost is NET for one time on a weekday

On Hold Pending Payment

Deadline for Wednesday is NOON on MONDAY

For payment options call 800-798-1717 or Call Karen at 319-291-1422 .
3% service fee on all credit card transactions.

Please Confirm once paid to secure your publication dates.

Deadlines: (Copy due at least 1 hour prior)
Saturday's Edition is NOON Thursday
Sunday's Edition is NOON THURSDAY
Monday's Edition is NOON Thursday
Wednesday's Edition is NOON Monday
Friday's Edition is NOON Wednesday

[Tanya Lemons 1/31/2025 3:55:07 PM]

Ad Proof	Public Notice: Intensiva Hospital of Greater St. Louis, Inc., d/b/a Select Specialty Hospital-St. Louis, plans to open a 60-bed long-term acute care hospital (LTACH) at 4930 Lindell Blvd., St. Louis, Missouri 63108 subject to Certificate of Need approval of Application #6184 HS. Questions and comments may be submitted to KButler@ubglaw.com
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February 7, 2025

Ms. Alison Dorge
Program Coordinator
Certificate of Need Program
Missouri Department of Health and Senior Services
920 Wildwood Drive, P.O. Box 570
Jefferson City, Missouri 65109

RE: Select Specialty Hospital – St. Louis Central, Project # 6184 HS –
60-Bed Long Term Care Hospital Facility in St. Louis City

Dear Ms. Dorge,

I am writing to express my support for Select Specialty Hospital – St. Louis (d/b/a Select Specialty Hospital – St. Louis Central) operating a 60-bed long term care hospital (LTCH) at 4930 Lindell Blvd, St. Louis, MO 63108. I am currently the Medical Director at Select Specialty Hospital – Town & Country and also provide coverage at Kindred St. Louis, a 60-bed LTCH which is currently operating at 4930 Lindell Blvd., St. Louis, MO 63108.

Select Medical, parent of Select Specialty Hospital – St. Louis Central, has a history of providing high-quality LTCH services across the greater St. Louis market. With the pending departure of Kindred St. Louis as the operator of the 60-bed LTCH at 4930 Lindell Blvd, approving Select Specialty Hospital – St. Louis Central's application will be essential to ensure that LTCH services can continue to be available in St. Louis City.

LTCH services are unique services provided to patients with medically complex medical needs. LTCH patients require extended hospital stays to facilitate recovery and independence. Select Specialty Hospital – St. Louis Central will provide acute care hospital services to patients that need an extended-term hospital level of care, including those who are ventilator dependent, or suffer from renal disorders, infection diseases, cardiac conditions, traumatic brain injuries and other significant, medically complex critical illnesses that require extended acute care interventions.

Without a LTCH at 4930 Lindell Blvd., health care providers in St. Louis City and St. Louis City residents will have no LTCH options in their community. Patients and families will have to travel well outside of the community to access this level of care, away from family, support systems and their health care providers.

I believe maintaining LTCH services in St. Louis City is important for the health of the community and its residents, and strongly support the approval of Select Specialty Hospital – St. Louis Central's application to continue providing LTCH services at 4930 Lindell Blvd.

Sincerely



Shiraz A. Daud, MD (Feb 7, 2025 14:40 CST)

Dr. Shiraz A. Daud, MD

January 31, 2025

Via Certified Mail – Return Receipt Requested

Ms. Angela Green
Chief Executive Officer
Kindred Hospital St. Louis South
10018 Kennerly Road, 3rd Floor
St. Louis, Missouri 63128

Re: Select Specialty Hospital-St. Louis Certificate of Need

Dear Ms. Green:


Intensiva Hospital of Greater St. Louis, Inc., d/b/a Select Specialty Hospital-St. Louis, plans to open a 60-bed long-term acute care hospital (LTACH) at 4930 Lindell Blvd., St. Louis, Missouri 63108, subject to approval of its Certificate of Need application (#6184 HS) at the May 5, 2025 Missouri Health Facilities Review Committee meeting. This letter serves as notice to Kindred Hospital St. Louis South of this application, as required by Missouri Certificate of Need rules.

If you have any questions or comments please submit them to me via email at kbutler@ubglaw.com or by phone at (314) 516-2661.

Sincerely,

UB Greensfelder LLP

By: 
Kathy H. Butler

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <div style="text-align: center; border: 1px solid black; padding: 5px;"> <p>Ms. Angela Green Chief Executive Officer Kindred Hospital St. Louis South 10018 Kennerly Road, 3rd Floor St. Louis, Missouri 63128</p> </div>  <p style="text-align: center;">9590 9402 8249 3094 2321 74</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0987 3376 46</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery over \$500</p>

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Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage



Ms. Angela Green
Chief Executive Officer
Kindred Hospital St. Louis South
10018 Kennerly Road, 3rd Floor
St. Louis, Missouri 63128

9589 0710 5270 0987 3376 46

DIVIDER III: SERVICE SPECIFIC CRITERIA AND STANDARDS

Divider III: Service Specific Criteria and Standards

- 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.**

N/A

- 2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.**

N/A

- 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.**

Based on population statistics provided by the State of Missouri for 2030, bed need methodology is as follows:

- Service Area: 15-mile radius around Zip Code 63108 (includes the City of St. Louis, St. Louis County, and small portions of Jefferson County and St. Charles County). See **Attachment III.3** which reflects the 2030 projected population.
- 2030 Population: 1,071,287
 - o Population / 1,000 = 1,071
 - o Beds Needed: 1,071 x .1 = 107
- Current LTCH Bed Count in Service Area: 136
 - o Includes Kindred St. Louis South (38 beds), Select Specialty Hospital – Town & Country (38 beds), Kindred St. Louis (60 beds).
 - o Kindred St. Louis is currently operating at 4930 Lindell Blvd. This is the location for Select Specialty Hospital – St. Louis Central.

This need calculation is consistent with the current need based on estimated 2025 population of 1,068,147. This project would maintain the current bed count in the Service Area and the only LTCH service in City of St. Louis.

- 4. Document any alternate need methodology used to determine the need for additional beds such as LTCH, Alzheimer's, mental health, or other specialty beds.**

Applicant will operate specialty beds (LTCH). The service is provided in the subject property today and will continue with approval of Applicant's application. Select Specialty Hospital – St. Louis Central will be the only facility provided LTCH services in the City of St. Louis. Residents of City of St. Louis would face further transportation (~11+ miles) to get to the next nearest LTCH provider when in need of LTCH level of care.

- 5. For any proposed facility which is designed and operated exclusively for persons with acquired human immune deficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.**

Not applicable.

- 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a results of a survey, inspection or compliant investigation? If the answer is yes, explain.**

A. July 29, 2024 – Condition level deficiencies in infection control

(i) October 7, 2024 – Resurveyed and conditions cleared.

B. September 12, 2023 – OSHA complaint on hygiene standards (presence of mice/cockroaches; reuse of gloves).

(i) September 25, 2023 - Response submitted and accepted.

DIVIDER III: ATTACHMENTS

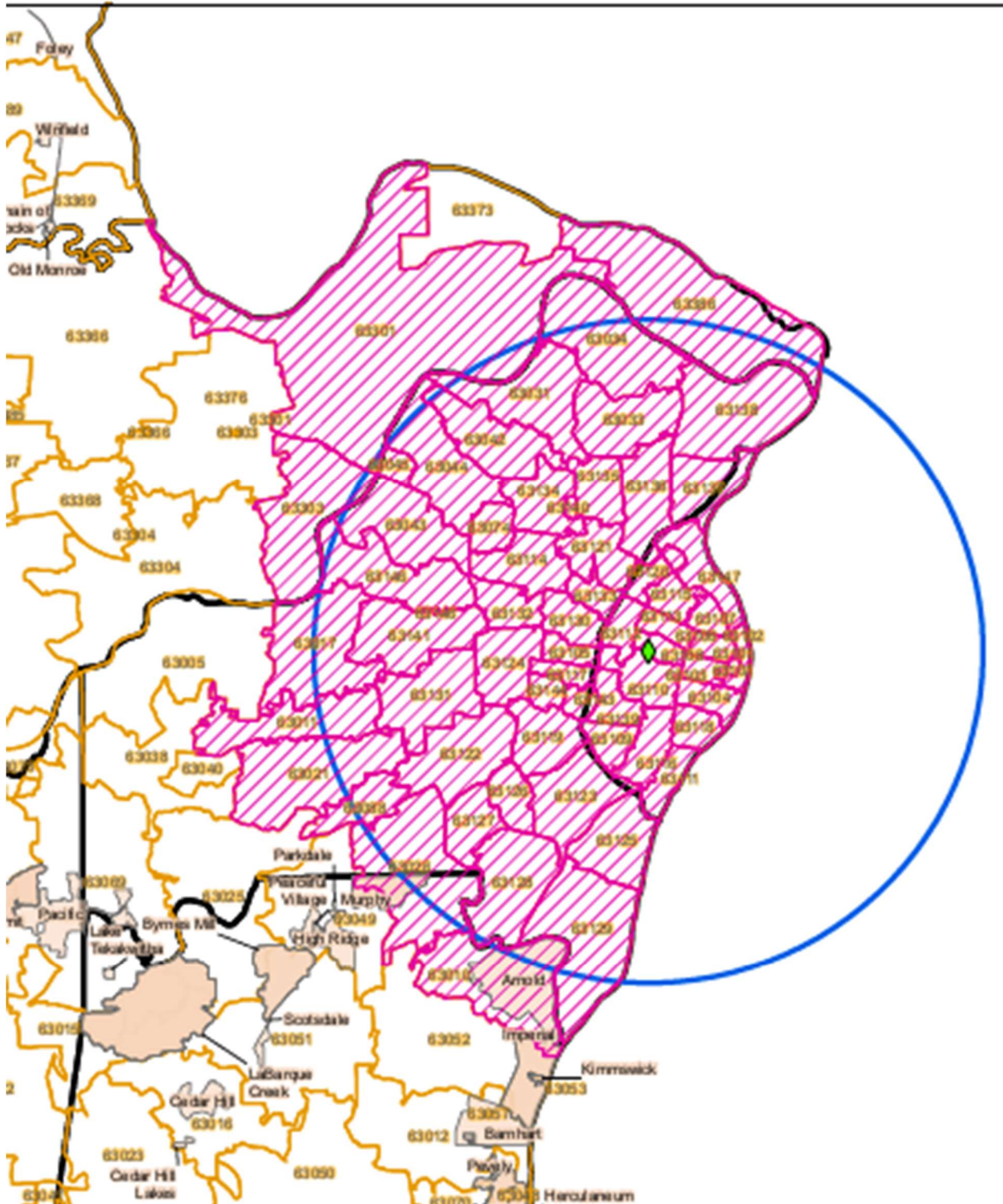
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION TOTAL			Project Number:			Project Address:			4930 Lindell Blvd, St. Louis, MO 63105 - Project # 6184 HS					
2	Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius	
3	1	63010	35,078	Arnold	21,337	35%	7,468	7,468	27,610	10%	2,761	10%	2,134	2,134	4,895
4				Imperial	4,353	0%	0						0		
5							0						0		
6	2	63026	43,128	Murphy	8,169	0%	0	0	43,128	60%	25,877		0	0	25,877
7							0						0		
8							0						0		
9	3	63011	36,924				0	0	36,924	40%	14,770		0	0	14,770
10							0						0		
11							0						0		
12	4	63017	42,115				0	0	42,115	50%	21,058		0	0	21,058
13							0						0		
14							0						0		
15	5	63021	54,509				0	0	54,509	30%	16,353		0	0	16,353
16							0						0		
17							0						0		
18	6	63031	44,880				0	0	44,880	95%	42,636		0	0	42,636
19							0						0		
20							0						0		
21	7	63033	41,383				0	0	41,383	100%	41,383		0	0	41,383
22							0						0		
23							0						0		
24	8	63034	18,252				0	0	18,252	40%	7,301		0	0	7,301
25							0						0		
26							0						0		
27	9	63042	18,796				0	0	18,796	99%	18,608		0	0	18,608
28							0						0		
29							0						0		
30	10	63043	21,342				0	0	21,342	100%	21,342		0	0	21,342
31							0						0		
32							0						0		
33	11	63044	10,125				0	0	10,125	95%	9,619		0	0	9,619
34							0						0		
35							0						0		
36	12	63045	14				0	0	14	100%	14		0	0	14
37							0						0		
38							0						0		
39	13	63074	14,608				0	0	14,608	100%	14,608		0	0	14,608
40							0						0		
41							0						0		
42	14	63088	7,803				0	0	7,803	50%	3,902		0	0	3,902
43							0						0		
44							0						0		
45	15	63101	5,827				0	0	5,827	100%	5,827		0	0	5,827
46							0						0		
47							0						0		
48	16	63102	2,384				0	0	2,384	100%	2,384		0	0	2,384

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
49							0						0		
50							0						0		
51	17	63103	11,262				0	0	11,262	100%	11,262		0	0	11,262
52							0						0		
53							0						0		
54	18	63104	17,548				0	0	17,548	100%	17,548		0	0	17,548
55							0						0		
56							0						0		
57	19	63105	19,191				0	0	19,191	100%	19,191		0	0	19,191
58							0						0		
59							0						0		
60	20	63106	6,132				0	0	6,132	100%	6,132		0	0	6,132
61							0						0		
62							0						0		
63	21	63107	5,742				0	0	5,742	100%	5,742		0	0	5,742
64							0						0		
65							0						0		
66	22	63108	22,660				0	0	22,660	100%	22,660		0	0	22,660
67							0						0		
68							0						0		
69	23	63109	23,345				0	0	23,345	100%	23,345		0	0	23,345
70							0						0		
71							0						0		
72	24	63110	16,986				0	0	16,986	100%	16,986		0	0	16,986
73							0						0		
74							0						0		
75	25	63111	16,488				0	0	16,488	100%	16,488		0	0	16,488
76							0						0		
77							0						0		
78	26	63112	15,474				0	0	15,474	100%	15,474		0	0	15,474
79							0						0		
80							0						0		
81	27	63113	7,891				0	0	7,891	100%	7,891		0	0	7,891
82							0						0		
83							0						0		
84	28	63114	32,742				0	0	32,742	100%	32,742		0	0	32,742
85							0						0		
86							0						0		
87	29	63115	10,887				0	0	10,887	100%	10,887		0	0	10,887
88							0						0		
89							0						0		
90	30	63116	35,473				0	0	35,473	100%	35,473		0	0	35,473
91							0						0		
92							0						0		
93	31	63117	9,722				0	0	9,722	100%	9,722		0	0	9,722
94							0						0		
95							0						0		
96	32	63118	20,853				0	0	20,853	100%	20,853		0	0	20,853
97							0						0		
98							0						0		
99	33	63119	34,019				0	0	34,019	100%	34,019		0	0	34,019
100							0						0		
101							0						0		
102	34	63120	4,434				0	0	4,434	100%	4,434		0	0	4,434

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
103							0						0		
104							0						0		
105	35	63121	18,833				0	0	18,833	100%	18,833		0	0	18,833
106							0						0		
107							0						0		
108	36	63122	42,337				0	0	42,337	100%	42,337		0	0	42,337
109							0						0		
110							0						0		
111	37	63123	50,334				0	0	50,334	100%	50,334		0	0	50,334
112							0						0		
113							0						0		
114	38	63124	11,858				0	0	11,858	100%	11,858		0	0	11,858
115							0						0		
116							0						0		
117	39	63125	31,925				0	0	31,925	100%	31,925		0	0	31,925
118							0						0		
119							0						0		
120	40	63126	15,872				0	0	15,872	100%	15,872		0	0	15,872
121							0						0		
122							0						0		
123	41	63127	6,153				0	0	6,153	100%	6,153		0	0	6,153
124							0						0		
125							0						0		
126	42	63128	28,738				0	0	28,738	99%	28,451		0	0	28,451
127							0						0		
128							0						0		
129	43	63129	51,696				0	0	51,696	75%	38,772		0	0	38,772
130							0						0		
131							0						0		
132	44	63130	27,528				0	0	27,528	100%	27,528		0	0	27,528
133							0						0		
134							0						0		
135	45	63131	18,941				0	0	18,941	100%	18,941		0	0	18,941
136							0						0		
137							0						0		
138	46	63132	14,662				0	0	14,662	100%	14,662		0	0	14,662
139							0						0		
140							0						0		
141	47	63133	4,858				0	0	4,858	100%	4,858		0	0	4,858
142							0						0		
143							0						0		
144	48	63134	11,357				0	0	11,357	100%	11,357		0	0	11,357
145							0						0		
146							0						0		
147	49	63135	17,163				0	0	17,163	100%	17,163		0	0	17,163
148							0						0		
149							0						0		
150	50	63136	34,293				0	0	34,293	100%	34,293		0	0	34,293
151							0						0		
152							0						0		
153	51	63137	16,276				0	0	16,276	100%	16,276		0	0	16,276
154							0						0		
155							0						0		
156	52	63138	16,817				0	0	16,817	100%	16,817		0	0	16,817

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
157							0						0		
158							0						0		
159	53	63139	18,584				0	0	18,584	100%	18,584		0	0	18,584
160							0						0		
161							0						0		
162	54	63140	216				0	0	216	100%	216		0	0	216
163							0						0		
164							0						0		
165	55	63141	22,425				0	0	22,425	100%	22,425		0	0	22,425
166							0						0		
167							0						0		
168	56	63143	9,255				0	0	9,255	100%	9,255		0	0	9,255
169							0						0		
170							0						0		
171	57	63144	9,961				0	0	9,961	100%	9,961		0	0	9,961
172							0						0		
173							0						0		
174	58	63146	32,286				0	0	32,286	100%	32,286		0	0	32,286
175							0						0		
176							0						0		
177	59	63147	5,573				0	0	5,573	100%	5,573		0	0	5,573
178							0						0		
179							0						0		
180	60	63155	6				0	0	6	100%	6		0	0	6
181							0						0		
182							0						0		
183	61	63301	51,371				0	0	51,371	5%	2,569		0	0	2,569
184							0						0		
185							0						0		
186	62	63303	46,958				0	0	46,958	5%	2,348		0	0	2,348
187							0						0		
188							0						0		
189	63	63386	282				0	0	282	75%	212		0	0	212
190							0						0		
191							0						0		
192							0						0		
193			1,324,575				7,468	7,468	1,317,107		1,069,153		2,134	2,134	1,071,287
194															
195	Rev. 05/2013														
196															

CON 15 Mile Radius
4930 Lindell Blvd
Saint Louis, MO 63108-1510
(Lat: 38.643345 & Long: -90.262254)



DIVIDER IV: FINANCIAL FEASIBILITY CRITERIA AND STANDARDS

Divider IV: Financial Feasibility Criteria and Standards

- 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data".**

RS Means data for 2024 show third quartile new hospital construction costs to be \$492.50 per square foot in the St. Louis area. For renovations, the cost per square foot would be \$344.75.

Renovation costs for this project are projected to be \$4,696,075. The total number of square feet to be renovated is 39,760. Therefore, the average cost per square foot is \$118.11.

- 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.**

See Attachment IV.2.

- 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) years beyond project completion.**

See Attachment IV.3.

- 4. Document how patient charges were derived.**

Patient charges are derived based on Applicant's historical charges in the St. Louis area.

- 5. Document responsiveness to the needs of the medically indigent.**

Applicant accepts and offers services to medically indigent patients.

- 6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission.**

Not applicable.

- 7. For an existing skilled nursing or intermediate care facility proposing to add beds, what percent of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?**

Not applicable.



February 20, 2025

Missouri Healthcare Facilities Review Committee
920 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65109

Re: Certificate of Need Application by Intensiva Hospital of Greater St. Louis, Inc., d/b/a
Select Specialty Hospital – St. Louis Central (“Applicant”)

Dear CONP Staff,

I am writing in connection with the above-referenced application. The Applicant is a wholly owned subsidiary of Select Medical Corporation (“Select”). I am Select’s Senior Vice President of Finance.

Regarding project # 6184 HS, I have reviewed the materials and proposed budget and costs. Based on my review, I can attest that Select has sufficient reserve funds to cover the \$11.5 million project being undertaken, and will make such funds available to the Applicant as necessary. Further information regarding Select’s financial condition, including its most recent annual reported filed with the Securities and Exchange Commission, is available at <https://www.selectmedical.com/investor-relations/>.

Please do not hesitate to contact me at 717-975-4548 or MMumma@selectmedical.com with any questions or concerns.

Sincerely,

Michael Mumma
Senior Vice President, Finance



SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: St Louis Ventas

Project #:

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year		
	<u>2026</u>	<u>2027</u>	<u>2028</u>
Amount of Utilization:*	9,491	10,950	13,140
Revenue:			
Average Charge**	\$17,083	\$17,538	\$17,704
Gross Revenue	\$162,131,431	\$192,037,487	\$232,628,852
Revenue Deductions	142,676,316	168,992,984	204,713,392
Operating Revenue	19,455,115	23,044,503	27,915,460
Other Revenue	0	0	0
TOTAL REVENUE	\$19,455,115	\$23,044,503	\$27,915,460
Expenses:			
Direct Expenses			
Salaries	10,867,157	13,181,228	15,666,115
Fees	203,698	145,135	146,587
Supplies	1,566,440	1,825,375	2,212,354
Other	4,884,066	4,999,902	5,469,717
TOTAL DIRECT	\$17,521,361	\$20,151,640	\$23,494,773
Indirect Expenses			
Depreciation	943,774	971,488	999,202
Interest***	0	0	0
Rent/Lease	1,675,884	1,726,161	1,777,945
Overhead****	599,899	692,142	830,571
TOTAL INDIRECT	\$3,219,557	\$3,389,791	\$3,607,718
TOTAL EXPENSES	\$20,740,918	\$23,541,431	\$27,102,491
NET INCOME (LOSS):	-\$1,285,803	-\$496,929	\$812,969

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.