

ORIGINAL

10-085

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

DEC 27 2010

Facility/Project Identification

Facility Name:	RAI-Centre West-Springfield	HEALTH FACILITIES &
Street Address:	1112 Centre West Drive	SERVICES REVIEW BOARD
City and Zip Code:	Springfield, IL 62704	
County:	Sangamon	Health Service Area III Health Planning Area: III

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	RAI Care Centers of Illinois II, LLC
Address:	115 East Park Drive Brentwood, TN 37027
Name of Registered Agent:	
Name of Chief Executive Officer:	Michael D. Klein
CEO Address:	115 East Park Drive Brentwood, TN 37027
Telephone Number:	615/661-1100

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
X	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

o Corporations and limited liability companies must provide an Illinois certificate of good standing.

o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name:	Michael P. Levinson, M.D., J.D.
Title:	
Company Name:	Hogan Lovells US LLP
Address:	1111 Brickell Avenue Suite 1900 Miami, FL 33131
Telephone Number:	305 459-6500
E-mail Address:	michael.levinson@hoganlovells.com
Fax Number:	305 459 6550

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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Facility/Project Identification

Facility Name:	RAI-Centre West-Springfield		
Street Address:	1112 Centre West Drive		
City and Zip Code:	Springfield, IL 62704		
County:	Sangamon	Health Service Area	III Health Planning Area: III

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Liberty Dialysis Holdings, Inc.		
Address:	7650 SE 27 th Street Suite 200 Mercer Island, WA 98040		
Name of Registered Agent:			
Name of Chief Executive Officer:	Mark E. Caputo		
CEO Address:	7650 SE 27 th Street Suite 200 Mercer Island, WA 98040		
Telephone Number:	206/236-5001		

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

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Telephone Number:	305 459-6500
E-mail Address:	michael.levinson@hoganlovells.com
Fax Number:	305 459 6550

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

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Facility Name:	RAI-Centre West-Springfield		
Street Address:	1112 Centre West Drive		
City and Zip Code:	Springfield, IL 62704		
County:	Sangamon	Health Service Area	III
Health Planning Area:	III		

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	RA Acquisition Co., LLC		
Address:	115 East Park Drive Brentwood, TN 37027		
Name of Registered Agent:			
Name of Chief Executive Officer:	Michael D. Klein		
CEO Address:	115 East Park Drive Brentwood, TN 37027		
Telephone Number:	615/661-1100		

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
X	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.

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Telephone Number:	305 459-6500
E-mail Address:	michael.levinson@hoganlovells.com
Fax Number:	305 459 6550

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

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Facility/Project Identification

Facility Name:	RAI-Centre West-Springfield		
Street Address:	1112 Centre West Drive		
City and Zip Code:	Springfield, IL 62704		
County:	Sangamon	Health Service Area	III Health Planning Area: III

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Renal Advantage Holdings, Inc.		
Address:	115 East Park Drive Brentwood, TN 37027		
Name of Registered Agent:			
Name of Chief Executive Officer:	Michael D. Klein		
CEO Address:	115 East Park Drive Brentwood, TN 37027		
Telephone Number:	615/661-1100		

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

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Telephone Number:	305 459-6500
E-mail Address:	michael.levinson@hoganlovells.com
Fax Number:	305 459 6550

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
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Facility/Project Identification

Facility Name:	RAI-Centre West-Springfield		
Street Address:	1112 Centre West Drive		
City and Zip Code:	Springfield, IL 62704		
County:	Sangamon	Health Service Area	III Health Planning Area: III

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Welsh, Carson, Anderson & Stowe X, L.P.
Address:	320 Park Avenue Suite 2500 New York, NY 10022
Name of Registered Agent:	
Name of Chief Executive Officer:	Jonathan Rather, Managing Member
CEO Address:	320 Park Avenue Suite 2500 New York, NY 10022
Telephone Number:	212/893-9500

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/> Non-profit Corporation	<input checked="" type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other

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Fax Number:	305 459 6550

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name:	Martin Valiterra
Title:	Center Director
Company Name:	RAI-Centre West-Springfield
Address:	1112 Centre West Drive Springfield, IL 62704
Telephone Number:	217/787-3310
E-mail Address:	
Fax Number:	217/787-4762

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Integrity Properties
Address of Site Owner:	4805 Bear's Paw Springfield, IL 62711
Street Address or Legal Description of Site:	1112 Centre West Drive Springfield, IL 62704
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.	
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name:		
Address:		
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNIT PURCHASE AGREEMENT

among

RA ACQUISITION CO., LLC,

RA ILLINOIS HOLDINGS, LLC,

**EACH OF THE MEMBERS
SET FORTH ON THE SIGNATURE PAGES HERETO,**

THE MEMBER REPRESENTATIVE

and, solely for purposes of Section 10.15,

LIBERTY DIALYSIS HOLDINGS, INC.

dated as of December [], 2010

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LIST OF EXHIBITS

Exhibit 1.1(a) Working Capital Guidelines

UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT (this "Agreement"), dated as of December [], 2010, is made and entered into by and among RA ACQUISITION CO., LLC, a Delaware limited liability company (the "Purchaser"), RA ILLINOIS HOLDINGS, LLC, a Delaware limited liability company (the "Company"), each of the members identified as such on the signature pages to this Agreement (the "Members"), Rain Stockholder Representative, LLC, the Member Representative (as defined herein) and only for the purposes of Section 10.15 of this Agreement, Liberty Dialysis Holdings, Inc., a Delaware corporation (the "Parent Guarantor"). The Purchaser, the Company, the Members and the Member Representative are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Members own, in the aggregate, all of the membership interests of the Company (collectively, the "Units"), and the Company, in turn, owns all of the membership interests of RAI Care Centers of Illinois I, LLC and RAI Care Centers of Illinois II, LLC (each, an "Illinois Subsidiary", and together, the "Illinois Subsidiaries");

WHEREAS, the Purchaser desires to acquire from each Member, and each Member desires to sell to the Purchaser, the Units owned by such Member, on the terms and subject to the conditions set forth in this Agreement, so that the Purchaser will become the owner, in the aggregate, of all of the Units as of the Closing Date (the "Acquisition"); and

WHEREAS, the Parties desire to make and agree to certain representations, warranties, covenants and agreements in connection with the Acquisition.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I CONSTRUCTION; DEFINITIONS

Section 1.1 Definitions. The following terms, as used herein, have the following meanings:

"Affiliate" means (a) in the case of an individual, such Person's Members of the Immediate Family and any trust, family limited partnership or family limited liability company formed and maintained primarily or solely for the benefit of such Person or such Person's Members of the Immediate Family, and (b) in the case of any other Person, a Person that directly, or indirectly, Controls or is Controlled by, or is under Common Control with, the person specified.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the city of Denver, Colorado.

"Claims Period" means the period, beginning on the Closing Date, during which a claim for indemnification may be asserted hereunder by any Indemnified Party.

"Closing" means the consummation of the transactions contemplated by Article II of this Agreement.

"Closing Cash" means the sum of (i) the cash of the Company and its Subsidiaries as of 11:59 p.m. Central Time (or such other time as the Parties may agree) on the day immediately preceding the Closing Date less (ii) the aggregate amount of outstanding checks or drafts of the Company and its Subsidiaries that have not posted as of 11:59 p.m. Central Time (or such other time as the Parties may agree) on the day immediately preceding the Closing Date plus (iii) checks received by the Company or any of its Subsidiaries that have not posted as of 11:59 p.m. Central Time (or such other time as the Parties may agree) on the day immediately preceding the Closing Date.

"Closing Date" means the date on which the Closing occurs.

"Closing Date Indebtedness" means the amount of any Indebtedness of the Company or any of its Subsidiaries as of the Closing Date other than intercompany Indebtedness among the Company and/or its Subsidiaries.

"Closing Date Working Capital" means the current assets of the Company and its Subsidiaries (including, without duplication, Closing Cash) less the current liabilities of the Company and its Subsidiaries as of 11:59 p.m. Central Time (or such other time as the Parties may agree) on the day immediately preceding the Closing Date, as calculated in accordance with the guidelines set forth on Exhibit 1.1(a).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Commercial Payor Contract" means any Contract, as of the date hereof, with any non-Governmental Entity Payor, from whom the Company (on a consolidated basis) received more than \$175,000 for the rendering of dialysis services during the year ended December 31, 2010.

"Company Ancillary Documents" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Company, its Subsidiaries or any Member in connection with the transactions contemplated hereby.

"Company Disclosure Schedule" means the disclosure schedule delivered by the Company and the Members to the Purchaser simultaneously with the execution of this Agreement.

"Company Material Adverse Effect" means any state of facts, change, event, effect, condition, circumstance or occurrence that has had or would reasonably be expected to have (a) a materially adverse effect on the business, financial condition, results of operations, properties, assets or Liabilities of the Company and its Subsidiaries, taken as a whole; or (b) a material adverse effect on the ability of the Company and/or the Members to consummate the Acquisition; provided, however, that in relation to any state of facts, change, event, effect, condition, circumstance or occurrence of the type described in clause (a) above, a Company Material

Adverse Effect shall not include and none of the following shall be considered in determining whether a Company Material Adverse Effect has occurred or is continuing: (i) facts, changes, events, effects or occurrences in the United States or world financial or lending markets or general economic conditions, (ii) effects arising from war, global hostilities or terrorism, (iii) events, changes, facts, conditions, circumstances or occurrences generally affecting the industries in which the Company and its Subsidiaries participate, (iv) changes or proposed changes in Laws (including changes in Healthcare Laws or Medicare reimbursement rates) or the interpretation thereof by any Governmental Entity, (v) changes or proposed changes in GAAP (or other accounting standards) or any change in the applicable, laws, rules and regulations or the interpretation thereof, (vi) events, changes, facts, conditions, circumstances or occurrences resulting from actions taken by the Company or any Subsidiary which the Purchaser has expressly requested in writing or to which the Purchaser has expressly consented in writing, or (vii) events, changes, facts, conditions, circumstances or occurrences resulting from the announcement or the existence of, or compliance with, this Agreement and the Acquisition, excluding in each of cases (i) through (v) above, any state of facts, change, event, effect, condition, circumstance or occurrence that disproportionately adversely affects the Company or any of its Subsidiaries as compared to other Persons in the United States of America in the industry in which the Company and its Subsidiaries conduct their business.

"Confidentiality Agreements" means that non-disclosure agreement between Liberty Dialysis, Inc. and the Company, dated May 4, 2010, that non-disclosure agreement between Ernst & Young LLP, Liberty Dialysis, Inc. and the Company, dated September 22, 2010 and that information sharing agreement between Ernst & Young LLP, Liberty Dialysis, Inc. and the Company, dated September 19, 2010.

"Contract" means any written or oral contract, note, bond, mortgage, lease or other agreement legally binding on a Party hereto.

"Control" (including the terms Controlling, Controlled by and under Common Control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Dialysis Center" means any dialysis center owned, operated or managed by the Company or any of its Subsidiaries.

"Employee Benefit Plan" means any employment, consulting, stock option or other equity based compensation, deferred compensation, incentive compensation, severance or other termination pay, change-in-control, health, disability, life, cafeteria, insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, policy, program, agreement or arrangement, and each other material employee benefit plan, policy, program, agreement or arrangement whether written or oral, sponsored, maintained, participated in or contributed to or required to be contributed to by the Company and its Subsidiaries for the benefit of any current or former employee, officer, manager, director or consultant of the Company or its Subsidiaries, including each "employee welfare benefit plan" or "employee pension benefit plan" as such terms are defined in Sections 3(1) and 3(2) of ERISA.

"Escrow Agent" means Wells Fargo Bank, National Association.

"Escrow Agreement" means the Escrow Agreement in a form reasonably agreed to among the Parties, to be entered into in good faith and dated as of the Closing Date, by and among the Purchaser, the Member Representative and the Escrow Agent.

"Escrow Amount" equals Six Hundred Thousand Dollars (\$600,000).

"Escrow Release Date" means the earlier of (i) March 31, 2012 and (ii) the date on which the final auditor's report on the Company's financial statements for the fiscal year ending December 31, 2011 is delivered to the Purchaser.

"Estimated Working Capital Deficit" means the amount, if any, that the Estimated Working Capital is less than the Target Working Capital.

"Estimated Working Capital Surplus" means the amount, if any, that the Estimated Working Capital is greater than the Target Working Capital.

"Fraud Based Member Claims" means any claim by any Member Indemnified Party under Article IX hereof for Member Losses arising out of an intentional act of fraud or willful misrepresentation by the Purchaser to the Company or any Member.

"Fraud Based Purchaser Claims" means any claim by any Purchaser Indemnified Party under Article IX hereof for Purchaser Losses arising out of or relating directly to (i) any breach or inaccuracy of any representation or warranty of the Company or the Members contained in Section 4.7 related directly to (a), (b), (c), (d) or (e) if such breach or inaccuracy arises out of a violation by the Company or any of its Subsidiaries of any Healthcare Fraud Laws, or (ii) an act of intentional fraud or willful misrepresentation by the Company or any Member to the Purchaser.

"Fundamental Representations and Warranties" means the representations and warranties of the Company, the Members or the Purchaser, as applicable, contained in Section 4.1 (Organization), Section 4.2 (Authorization), Section 4.3 (Capitalization), Section 4.4 (Subsidiaries), Section 4.5 (Absence of Restrictions and Conflicts), Section 4.6 (Tax Returns; Taxes), Section 5.1 (Organization and Authorization), Section 5.2 (Absence of Restrictions and Conflicts), Section 5.3 (Ownership of Equity), Section 5.4 (Amounts Owed to Members), Section 6.1 (Organization), Section 6.2 (Authorization) and Section 6.3 (Absence of Restrictions and Conflicts).

"GAAP" means generally accepted accounting principles as applied in the United States of America.

"Governmental Entity" means any federal, state or local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, domestic or foreign.

"Healthcare Fraud Laws" means (i) the provisions of the federal Anti-Kickback Statute (42 U.S.C. §1320a-7(b)), the civil False Claims Act (31 U.S.C. §3729 et seq.), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code, the regulations promulgated pursuant to such statutes and any similar state or local Laws, in each case, that involve fraudulent conduct or statements and/or conspiracies to commit fraudulent conduct with the requisite scienter as an element thereof or (ii) the Stark law (42 U.S.C. §1395nn), the regulations promulgated pursuant to such statute and any similar state or local Laws.

"Healthcare Law" means any (i) Healthcare Fraud Law, (ii) Law relating to the licensure, certification, qualification or authority to transact business relating to the provision of, or payment for, or both the provision of or payment for, health benefits, or health care or insurance coverage, excluding ERISA, but including Medicare, Medicaid, COBRA, SCHIP, and CHAMPUS/TRICARE; and (iii) Information Privacy and Security Law.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

"Indebtedness" means, without duplication, the sum of (a) all obligations of the Company or its Subsidiaries for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (b) other indebtedness of the Company or its Subsidiaries evidenced by notes, bonds, debentures or other debt securities, (c) indebtedness of the types described in clauses (a) and (b) guaranteed, directly or indirectly, in any manner by the Company or its Subsidiaries through an agreement, contingent or otherwise, to supply funds to, or in any other manner, invest in, the debtor, or to purchase indebtedness, primarily for the purpose of enabling the debtor to make payment of the indebtedness or to insure the owners of indebtedness against loss, (d) indebtedness for the deferred purchase price of property or services with respect to which the Company or its Subsidiaries are liable, other than any Ordinary Course trade payables (excluding those obligations entered into after the date hereof in the Ordinary Course), (e) all obligations of the Company or its Subsidiaries as lessee or lessees under capital leases in accordance with GAAP (excluding those obligations entered into after the date hereof in the Ordinary Course), (f) all payment obligations under any interest rate swap agreements or interest rate hedge agreements to which the Company or its Subsidiaries is party, (g) all obligations for unfunded Liabilities relating to any Employee Benefit Plan, (h) any interest owed with respect to the indebtedness referred to above and prepayment premiums or fees related thereto and (i) any letters of credit, surety bonds, bids, performance bonds or similar obligations to the extent drawn upon by third parties.

"Information Privacy and Security Laws" means HIPAA and any other Laws concerning the privacy and/or security of Personal Information, including but not limited to the Gramm-Leach-Bliley Act, state data breach notification laws, state health information privacy laws and state consumer protection laws.

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" or "the Company's Knowledge" means the actual knowledge of Michael Klein, John Crawford, Dean Weiland, Jon Sundock, Juha Kokko, Monte

Frankenfield or Sarah Johnson, in each case, following due inquiry of the applicable Company personnel who report directly to that listed individual.

“Laws” means all statutes, rules, codes, regulations, restrictions, ordinances or Orders issued by any Governmental Entity.

“Liability” or “Liabilities” means any direct or indirect liability of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, due or to become due, asserted or unasserted or known or unknown and regardless of whether it is accrued or required to be accrued or disclosed pursuant to GAAP.

“Licenses” means all notifications, licenses, permits, franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Governmental Entity, and amendments and modifications of any of the foregoing.

“Liens” means any security interest, pledge, license, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, option, right of first refusal, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge, third-party claim, security title, lien, encumbrance or other similar arrangement or interest in real or personal property.

“Litigation” means any litigation, legal action, arbitration, proceeding or mediation, pending, or to the Knowledge of the Company, threatened in writing against or brought by the Company, any of its Subsidiaries or, to the Knowledge of the Company, any of the Company’s or its Subsidiaries’ present officers, directors, employees and managers in any jurisdiction, foreign or domestic (and in the case of present officers, directors, employees or managers, related solely to their services on behalf of the Company or its Subsidiaries).

“Member Representative Reserve” means Two Hundred Thirty Thousand Dollars (\$230,000).

“Members of the Immediate Family” means, with respect to any natural Person, (a) each spouse or natural or adopted child of such Person; (b) each natural or adopted child of any Person described in clause (a) above; (c) each custodian or guardian of any property of one or more of the Persons described in clauses (a) and (b) above in his or her capacity as such custodian or guardian; or (d) each general or limited partnership or limited liability company, all of the partners or members of which are such Person and/or one or more of such Persons described in clauses (a) and (b) above.

“Order” means any order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, award (solely by an arbitrator), judgment, injunction, or other similar determination by any Governmental Entity or arbitrator.

“Ordinary Course” means the ordinary course of business consistent with past practice of the Company and its Subsidiaries.

“Payor Contract” means any current Contract, between the Company and/or any of its Subsidiaries, on the one part, and any Payor or Payors, on the other.

"Payor Programs" means all third party payor programs in which the Company or one or more of its Subsidiaries participates (including, without limitation, Medicare, Medicaid, CHAMPUS/TRICARE, or any other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, or any other private insurance programs).

"Payors" means any third party payors who finance or reimburse the cost of health services provided by the Company and its Subsidiaries, such as Medicare, Medicaid, CHAMPUS/TRICARE, Blue Cross and/or Blue Shield, State government insurers, private insurers and any other person or any entities which maintains Payor Programs.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP, (b) statutory or contractual Liens of landlords with respect to the Leased Real Property, (c) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the Ordinary Course and not yet delinquent, (d) in the case of the leased real property, in addition to items (a) and (b), zoning, building, or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, none of which, individually or in the aggregate, interfere in any material respect with the present use of or occupancy of the affected parcel by the Company and its Subsidiaries, and (e) liens arising under leases or conditional sale agreements for equipment used in the operation of the business.

"Person" means, any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, other entity or Governmental Entity.

"Personal Information" means the information pertaining to an individual that is regulated or protected by one or more of the Information Privacy and Security Laws.

"Pro Rata Percentage" means, for each Member, the percentage obtained by dividing (i) the Consideration Paid at Closing to such Member by (ii) the Consideration Paid at Closing.

"Purchaser Ancillary Documents" means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Purchaser in connection with the transactions contemplated hereby.

"Purchaser Indemnified Parties" means the Purchaser and its Affiliates (which following the Closing, shall include the Company and its Affiliates) and each of the successors of any of the foregoing.

"Purchaser Material Adverse Effect" means any state of facts, change, event, effect, condition, circumstance or occurrence that has had or would reasonably be expected to have (A) a materially adverse effect on the business, financial condition, results of operations, properties, assets or Liabilities of the Purchaser and its Subsidiaries, taken as a whole, or (B) a material adverse effect on the ability of the Purchaser to consummate the Acquisition; provided, however, that in relation to any state of facts, change, event, effect, condition, circumstance or occurrence of the type described in clause (A) above, a Purchaser Material Adverse Effect shall not include and none of the following shall be considered in determining whether a Purchaser Material Adverse Effect has occurred or is continuing: (i) facts, changes, events, effects or occurrences in

the United States or world financial markets or general economic conditions, (ii) effects arising from war, global hostilities or terrorism, (iii) events, changes, facts, conditions, circumstances or occurrences generally affecting the industries in which the Purchaser participates, (iv) changes or proposed changes in Laws (including changes in Healthcare Laws or Medicare reimbursement rates) or the interpretation thereof by any Governmental Entity, (v) changes or proposed changes in GAAP (or other accounting standards), or any change in the applicable rules and regulations or the interpretation thereof, (vi) events, changes, facts, conditions, circumstances or occurrences resulting from actions taken by the Purchaser or any Subsidiary which the Company or the Members have expressly requested in writing or to which the Company or the Members have expressly consented in writing; or (vii) events, changes, facts, conditions, circumstances or occurrences resulting from the announcement or the existence of, or compliance with, this Agreement and the Acquisition, excluding in each of cases (i) through (v) above, any state of facts, change, event, effect, condition, circumstance or occurrence that disproportionately adversely affects the Purchaser or any of its Subsidiaries as compared to other Persons in the United States of America in the industry in which the Purchaser and its Subsidiaries conduct their business.

“Special Affiliate” means (other than the Company or any of its Subsidiaries) (i) any physician who, or entity which, directly owns any capital stock or other equity interests (including membership or partnership interests) in any Subsidiary of the Company, or (ii) each medical director of each Dialysis Center.

“Subsidiary” means any Person of which the Company (or other specified Person) shall own directly or indirectly through a Subsidiary at least a majority of the outstanding capital stock (or other shares of beneficial interest) entitled to vote generally or otherwise have the power to elect a majority of the board of directors or similar governing body or the legal power to direct the business or policies of such Person.

“Target Working Capital” means Two Million Dollars (\$2,000,000).

“Tax” means (a) any and all taxes, levies, duties, tariffs, imposts and similar charges of any kind, imposed by any Governmental Entity, including taxes or other charges on, measured by, or with respect to income, franchise, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes; and custom’s duties, tariffs and similar charges; (b) any Liability for the payment of amounts of the type described in (a) as a result of being a transferee of, or a successor in interest to, any Person or as a result of any obligation to indemnify any Person; and (c) any and all interest, penalties, additions to tax and additional amounts imposed in connection with or with respect to any of the foregoing amounts.

“Tax Return” means any return, statement, declaration, form, report, claim for refund or credit, or information return or other documentation (including any additional or supporting material and any amendments or supplements) filed or maintained, or required to be filed or maintained, by the Company or its Subsidiaries with respect to or in connection with the calculation, determination, assessment or collection of any Taxes.

"Transaction Expenses" means any legal, accounting, financial advisory and other third party advisory or consulting fees and other expenses incurred by the Company and its Subsidiaries from the date hereof through the Closing Date, solely in connection with the transactions contemplated by this Agreement, including any transaction fees payable to any Member or its Affiliates.

"Treasury Regulations" means the Income Tax Regulations promulgated under the Code.

"Vendor" means all vendors and subcontractors of the Company and its Subsidiaries from whom, in terms of amounts paid to such Vendors, during the year ended December 31, 2009, the Company (on a consolidated basis) has purchased more than \$350,000 in goods and/or services.

"Working Capital Deficit" means the amount, if any, by which the Closing Date Working Capital is less than the Estimated Working Capital, as reflected on the Final Closing Statement.

"Working Capital Surplus" means the amount, if any, by which the Closing Date Working Capital is greater than the Estimated Working Capital, as reflected on the Final Closing Statement.

Section 1.2 Construction. Unless the context of this Agreement otherwise clearly requires, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to one gender include the other gender, (c) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation," (d) the terms "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) the terms "day" and "days" mean and refer to calendar day(s), (f) the terms "year" and "years" mean and refer to calendar year(s) and (g) the terms "made available" and "provided to" when used in reference to one Person having made or making items or information available to, or to having provided information to, another, shall mean that such items or information were made available by the Company, the Members and their respective Agents or Affiliates to the Purchaser, its Agents or its Affiliates via (i) the posting of such items or information, on or prior to the date hereof, to the electronic data site maintained by Intralinks under the data room entitled "Project Rain," including the secured folder located therein, (ii) the provision of access to hard copies of such items or information, including at the offices of the Company, its Agents or its Affiliates, or (iii) the provision of such items or information in electronic format (including by fax, e-mail or by other electronic means), provided that, with respect to subparts (i) and (ii) of this Section 1.2(g), electronic copies of such items or information shall be provided to Purchaser on compact disc or DVD prior to Closing.. Unless otherwise set forth herein, references in this Agreement to (i) any document, instrument or agreement (including this Agreement) (A) includes and incorporates all exhibits, schedules and other attachments thereto, (B) includes all documents, instruments or agreements issued or executed in replacement thereof and (C) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time, and (ii) a particular Law means such Law as amended, modified, supplemented or succeeded, from time to time and in effect at any given time. All Article, Section, Exhibit and Schedule references herein are to Articles, Sections,

Exhibits and Schedules of this Agreement, unless otherwise specified. This Agreement shall not be construed as if prepared by one of the Parties, but rather as if drafted jointly by the parties. No Party is relying upon any representation, warranty, covenant, agreement or understanding of any kind except as expressly set forth herein.

Section 1.3 Other Definitions. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquisition.....	Recitals
Agents	7.2
Aggregate Closing Consideration	3.2
Agreement.....	Preamble
Allocation.....	7.7(i)
Arbitrator.....	3.7(d)
Baseline Cash Amount.....	3.1
Cap	9.5(a)
Claim Notice	9.3(a)
Closing Statement	3.4
Company	Preamble
CON	7.9
Consideration Paid at Closing.....	3.2
Covenant Deductible.....	9.5(a)
Direct Claim.....	9.3(a)
Dispute Period.....	9.3(b)
Escrow Fund	3.3
Estimated Closing Cash	3.4(a)
Estimated Working Capital.....	3.4(a)
Final Closing Statement.....	3.7(c)
Illinois Subsidiary(ies).....	Recitals
Indemnification Claims.....	9.3(a)
Indemnified Party.....	9.3
Indemnifying Party	9.3
Member Income Allocation	7.7(a)
Member Losses	9.2
Member Representative	10.14
Members	Preamble
Parent Guarantor	Preamble
Party(ies).....	Preamble
Pre-Closing Periods	7.7(a)
Post-Closing Period Tax Returns.....	7.7(a)
Pre-Closing Period Tax Returns	7.7(a)
Pre-Closing Taxes.....	7.7(a)
Proceeding.....	9.3(a)
Purchase Price.....	3.1
Purchaser.....	Preamble
Purchaser Losses.....	9.1

<u>Term</u>	<u>Section</u>
Representation and Warranty Deductible	9.5(a)
Revised Closing Statement	3.7(a)
Settlement	9.3(b)
Straddle Periods	7.7(a)
Straddle Period Tax Returns	7.7(a)
Tax Amendment.....	7.7(c)
Tax Proceeding	7.7(e)
Tax Refunds	7.7(c)
Tax Statement	7.7(a)
Third Party Claim	9.3(a)
Transfer Taxes	7.7(f)
Units.....	Recitals

**ARTICLE II
PURCHASE AND SALE**

Section 2.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, at the Closing, each Member shall, in exchange for the consideration provided for in this Agreement, sell, convey, transfer, assign and deliver to the Purchaser and the Purchaser shall purchase and acquire from each Member, free and clear of all Liens, all right, title and interest (record or beneficial) to the Units owned by such Member.

**ARTICLE III
CONSIDERATION PAID AT CLOSING**

Section 3.1 Purchase Price. The aggregate consideration (such amount, the "Purchase Price") payable for the Units shall be an amount equal to Twenty Million Five Hundred Thousand Dollars (\$20,500,000) (the "Baseline Cash Amount"), plus or minus, as the case may be, the amount by which the Closing Date Working Capital, as reflected on the Final Closing Statement, is greater than or less than, as the case may be, the Target Working Capital.

Section 3.2 Consideration Paid at Closing. The aggregate closing consideration (the "Aggregate Closing Consideration") shall be (a) the Baseline Cash Amount, (b) plus or minus, as the case may be, the amount of any Estimated Working Capital Surplus or Estimated Working Capital Deficit, as determined based on the Estimated Working Capital set forth in the Closing Statement described in Section 3.4, (c) minus the amount of any Closing Date Indebtedness, and (d) minus the aggregate amount of all Transaction Expenses to the extent not paid prior to the Closing Date. The aggregate cash amount to be paid to the Members at Closing (the "Consideration Paid at Closing") shall be an amount equal to (i) the Aggregate Closing Consideration, (ii) minus the Escrow Amount, and (iii) minus the Member Representative Reserve.

Section 3.3 Escrow. On the Closing Date, the Purchaser shall deposit with the Escrow Agent in accordance with Section 3.5(b), the Escrow Amount, which, as adjusted from time to time, together with any interest earned thereon (less any distributions or disbursements of such

interest pursuant to the terms of the Escrow Agreement), shall be referred to as the "Escrow Fund."

Section 3.4 Closing Statement. Not less than three (3) Business Days prior to the Closing Date, the Company shall deliver to the Purchaser a statement (the "Closing Statement"), signed by the Chief Executive Officer and the Chief Financial Officer, which sets forth in reasonable detail the following (in each case, immediately prior to the Closing) and which shall incorporate all appropriate revisions as are mutually agreed upon by the Purchaser and the Member Representative:

(a) a statement, prepared in accordance with GAAP and in a manner consistent with the guidelines set forth on Exhibit 1.1(a) hereto, setting forth in reasonable detail a calculation of estimated Closing Date Working Capital (the "Estimated Working Capital") and including therein a separate calculation of estimated Closing Cash (the "Estimated Closing Cash");

(b) a statement of the aggregate amount of the Closing Date Indebtedness;

(c) by payee, the aggregate amount of the Transaction Expenses to the extent not paid prior to the Closing Date, and the account or accounts information necessary for the payment thereof;

(d) the Aggregate Closing Consideration and the Consideration Paid at Closing;

(e) the name of each Member, each Member's Pro Rata Percentage and the Consideration Paid at Closing to each Member; and

(f) the unaudited consolidated balance sheet of the Company as of the Closing Date.

Section 3.5 Purchaser Closing Payments. On the Closing Date, the Purchaser shall pay, discharge, deliver or cause to be delivered, as appropriate, at Closing:

(a) to the account or accounts specified by the Company in the Closing Statement, the aggregate amount of (i) the Closing Date Indebtedness, and (ii) the Transaction Expenses;

(b) to the Escrow Agent, the Escrow Amount, which shall be disbursed in accordance with the terms of this Agreement and the Escrow Agreement;

(c) to the Member Representative, the Member Representative Reserve, which shall be held in full by the Member Representative on behalf of the Members, and to the extent such reserve contains a positive balance, it shall not be released to the Members until the final determination and payment of the Working Capital Surplus or Working Capital Deficit, as applicable, pursuant to Section 3.7 hereof;

(d) to the Members, the Consideration Paid at Closing, which shall be distributed to the Members in accordance with the Closing Statement.

Section 3.6 Withholdings. The Purchaser and the Company (as appropriate) shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement to any Member such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld, (A) such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Member in respect of which such deduction and withholding was made, and (B) the Purchaser shall, or cause the Company to, provide to such Member written notice of the amounts so deducted or withheld.

Section 3.7 Working Capital Adjustment.

(a) No later than sixty (60) days following the Closing Date, the Purchaser shall prepare and deliver to the Member Representative the draft closing statement of the Company as of the Closing Date (the "Revised Closing Statement"), which shall include a calculation of each of the Closing Date Working Capital, the Working Capital Surplus, if any, and the Working Capital Deficit, if any.

(b) The Member Representative shall have sixty (60) days following receipt of the Revised Closing Statement during which to notify the Purchaser of any dispute of any item contained in the Revised Closing Statement, which notice shall set forth in reasonable detail the basis for such dispute. At any time within such sixty (60) day period, the Member Representative shall be entitled to agree with any or all of the items set forth in the Revised Closing Statement. During such sixty (60) day period, the Purchaser and the Company shall provide the Member Representative with reasonable access during normal business hours to Company employees and advisors and such books and records of the Company as may be reasonably requested by them to verify the information contained in the Revised Closing Statement and the calculations therein.

(c) If the Member Representative does not notify the Purchaser of any such dispute within such sixty (60) day period, or notifies the Purchaser of its agreement with the adjustments in the Revised Closing Statement prior to the expiration of the sixty (60) day period, the Revised Closing Statement prepared by the Purchaser shall be deemed to be the "Final Closing Statement."

(d) If the Member Representative notifies the Purchaser of any such dispute within such sixty (60) day period, the Final Closing Statement shall be resolved as follows:

(i) The Purchaser and the Member Representative shall cooperate in good faith to resolve any such dispute as promptly as possible.

(ii) In the event the Purchaser and the Member Representative are unable to resolve any such dispute within thirty (30) days (or such longer period as the Purchaser and the Member Representative shall mutually agree in writing) of notice of such dispute, such dispute and each Party's work papers related

thereto shall be submitted to, and all issues having a bearing on such dispute shall be resolved by (x) an independent national accounting firm that is mutually agreed upon by the Purchaser and the Member Representative or (y) if the Parties cannot agree on such an independent national accounting firm, then such other independent national accounting firm that is selected by the American Arbitration Association at the request of the first of the Parties to move (such independent accounting firm, as selected pursuant to (x) or (y), the "Arbitrator"). The Arbitrator's resolution shall be final and binding on the Parties, based solely on presentations of the Purchaser and the Member Representative (and not on the Arbitrator's independent review) and limited to only those matters in dispute. In resolving any disputed item, the Arbitrator may not assign a value to any item greater than the greatest value for such items claimed by either the Purchaser or the Member Representative or less than the smallest value for such items claimed by either the Purchaser or the Member Representative (in either case, as may have been modified pursuant to Section 3.7(d)(i)). The Purchaser and the Member Representative shall use commercially reasonable efforts to cooperate with the Arbitrator and to cause the Arbitrator to complete its work within thirty (30) days following its engagement. The fees, costs and expenses of the Arbitrator shall be apportioned by the Arbitrator among the Purchaser and the Member Representative based upon the relevant extent to which the positions of the Purchaser and the Member Representative are upheld by the Arbitrator.

(e) The Purchaser and the Member Representative jointly shall modify the Revised Closing Statement and the calculation of Closing Date Working Capital, the Working Capital Surplus, if any, and the Working Capital Deficit, if any, as appropriate to reflect the resolution of the Member Representative's objections (as agreed upon by the Purchaser and the Member Representative or as determined by the Arbitrator) and deliver it to the Member Representative within ten (10) days after the resolution of such objections. Such revised balance sheet shall be the "Final Closing Statement."

(f) To the extent there is a Working Capital Deficit on the Final Closing Statement, and the amount of such Working Capital Deficit is equal to or less than the Member Representative Reserve, the Member Representative shall pay to the Purchaser, from the Member Representative Reserve, the amount of such Working Capital Deficit within five (5) Business Days after the Purchaser's delivery of the Final Closing Statement to the Member Representative to an account or accounts designated by the Purchaser. To the extent the Working Capital Deficit exceeds the Member Representative Reserve, the Purchaser may, at its sole election (and without duplication), either recover such excess amount from (i) the Escrow Fund up to the Escrow Amount or (ii) directly from each Member, each of whom shall be liable, severally and not jointly, to the Purchaser up to such Member's respective Pro Rata Percentage of such excess amount. Any amounts distributed to the Purchaser from the Escrow Fund for satisfaction of the Working Capital Deficit shall decrease the Escrow Fund.

(g) To the extent there is a Working Capital Surplus on the Final Closing Statement, the Purchaser shall pay the Member Representative the amount of the Working Capital Surplus (and the Member Representative shall distribute the Working

Capital Surplus to the Members in accordance with such Members' Pro Rata Percentages) by wire transfer of immediately available funds within five (5) Business Days after the Purchaser's delivery of the Final Closing Statement to the Member Representative to an account or accounts designated by the Member Representative.

Section 3.8 Repayment of Amounts Owed by Members at Closing. Prior to the Closing, each Member shall repay and discharge any loans owed by such Member or such Member's Affiliates to the Company or any of its Subsidiaries; provided that, the obligations of each Member shall be several, not joint, and no Member shall be liable for the obligations of any other Member or such other Member's Affiliates.

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

The Company makes the representations and warranties contained in this Article IV to the Purchaser, as supplemented and qualified by the Company Disclosure Schedule. The specific disclosures set forth in the Company Disclosure Schedule have been organized to correspond to section references in this Agreement to which the disclosure relates. Information disclosed in any section of the Company Disclosure Schedule is deemed to be disclosed for all applicable provisions of this Agreement that are qualified by reference to any section of the Company Disclosure Schedule to the extent the relevance of the disclosure to such other provisions is reasonably apparent.

Section 4.1 Organization.

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly qualified to transact business as a foreign entity and is in good standing in each other jurisdiction in which the ownership or leasing of its properties or assets or the conduct of its business requires such qualification, except where the failure to so qualify or to be in good standing would not result in, or reasonably be expected to result in, a Company Material Adverse Effect. A list of the jurisdictions in which the Company is qualified to conduct business as a foreign entity is set forth in Section 4.1(a)(i) of the Company Disclosure Schedule. The Company has previously made available to the Purchaser complete copies of the organizational documents of the Company and all similar organizational documents of the Company's Subsidiaries. Section 4.1(a)(ii) of the Company Disclosure Schedule lists all of the current directors and officers of the Company.

(b) Each of the Company's Subsidiaries is a limited liability company duly organized, validly existing and in good standing (or equivalent status) under the Laws of the State of Delaware. Each of the Company's Subsidiaries has all requisite entity power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each of the Company's Subsidiaries is duly qualified to transact business as a foreign corporation or other entity, and is in good standing (or equivalent

status) in each other jurisdiction in which the ownership or leasing of its properties or assets or the conduct of its business requires such qualification, in all such cases, except where the failure to so qualify or to be in good standing (or equivalent status) would not result in, or reasonably be expected to result in a Company Material Adverse Effect. Each of the Company's Subsidiaries is qualified to conduct business as a foreign entity in Illinois. Section 4.1(b) of the Company Disclosure Schedule sets forth a list of each Subsidiary and the officers and directors of such Subsidiary.

Section 4.2 Authorization. The Company has all necessary limited liability company power and authority to execute and deliver this Agreement and the Company Ancillary Documents to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and the Company Ancillary Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of the Company. This Agreement has been, and the Company Ancillary Documents to which the Company is a party have been or will be, upon their execution and delivery, duly executed and delivered by the Company and assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute, or once executed and delivered will constitute, the valid and binding agreement of the Company, enforceable against the Company in accordance with their terms, except as such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

Section 4.3 Capitalization. Section 4.3(a) of the Company Disclosure Schedule sets forth for the Company and each of its Subsidiaries (i) the equity interests of the Company and each of its Subsidiaries and (ii) all rights to purchase equity interests of the Company and each of its Subsidiaries (or other securities which are convertible into any such equity interests). All of the equity interests of the Company and each of its Subsidiaries are duly authorized, validly issued, fully paid and nonassessable, are held of record, by the Persons and in the proportions set forth on Section 4.3(b) of the Company Disclosure Schedule and were not issued or acquired in violation of the preemptive rights of any Person. Except as disclosed on Section 4.3(c) of the Company Disclosure Schedule: (a) no equity interests of the Company or any of its Subsidiaries are reserved for issuance or are held in treasury; (b) there are no outstanding options, warrants, purchase rights, calls, conversion rights, rights of exchange, rights of redemption, subscriptions, agreements, obligations, convertible or exchangeable securities or other commitments, contingent or otherwise, which, in each case, would entitle any Person to acquire any equity interests of the Company or any of its Subsidiaries; (c) there are no dividends or similar distributions which have accrued or been declared but are unpaid on the equity interests of the Company or any of its Subsidiaries and the Company and its Subsidiaries are not subject to any obligation (contingent or otherwise) to pay any dividend or otherwise to make any distribution or payment (whether related to Taxes or otherwise) to any current or former holder of the Company's or its Subsidiaries' equity interests; and (d) there are no outstanding or authorized stock appreciation, phantom stock or stock plans with respect to the Company or any of its Subsidiaries and (e) there are no agreements among the Members, or between any Member and any other Person, with respect to the Company or any of its Subsidiaries related to the election of

directors, the management of the Company or any of its Subsidiaries or any equity interest of the Company or any of its Subsidiaries. To the Knowledge of the Company, the Company and its Subsidiaries have not violated any applicable federal or state securities Laws in connection with the offer, sale or issuance of any of their equity interests.

Section 4.4 Subsidiaries. The Company owns, directly or indirectly, all of the equity interests of each of the Subsidiaries, free and clear of all Liens other than Liens related to the Closing Date Indebtedness. Except as set forth in the preceding sentence, neither the Company nor any of its Subsidiaries owns, directly or indirectly, any capital stock or other equities, securities or interests in any other corporation, limited liability company, partnership, joint venture or other entity. Neither the Company nor any of its Subsidiaries has any obligation to make any additional investments or capital contributions in any Person.

Section 4.5 Absence of Restrictions and Conflicts.

(a) Except as set forth in Section 4.5(a) of the Company Disclosure Schedule, the execution and delivery by the Company of this Agreement and the Company Ancillary Documents does not or will not, and the performance of its obligations hereunder and thereunder will not, (i) conflict with or violate (A) the Company's organizational documents or (B) the organizational documents of any Subsidiary, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 4.5(b) of the Company Disclosure Schedule, if any, have been obtained and all filings and obligations described in Section 4.5(b) of the Company Disclosure Schedule, if any, have been made, conflict with or violate, in any material respect, any Law applicable to the Company or any of its Subsidiaries, or by which any property or asset of the Company or any of its Subsidiaries, is bound, or (iii) require any consent or result in any violation or breach of or constitute (with or without notice or lapse of time or both) a default (or give to others any right of termination, amendment, acceleration or cancellation) under, or result in the triggering of any payments or result in the creation of a Lien or other encumbrance on any property or asset of the Company or any of its Subsidiaries, in all cases, pursuant to, any of the terms, conditions or provisions of any Contract to which the Company is a party or otherwise legally bound as of the date hereof, except where such conflict, violation, breach, default, payment, Lien, encumbrance, acceleration or other event would not, in each case, directly result, or reasonably be expected to directly result, in an actual monetary loss exceeding \$150,000.

(b) Except as set forth in Section 4.5(b) of the Company Disclosure Schedule, the execution and delivery by the Company of this Agreement and the Company Ancillary Documents to which it is a party does not, and the performance of its obligations hereunder and thereunder will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity.

Section 4.6 Tax Returns; Taxes. Except as set forth on Section 4.6 of the Company Disclosure Schedule:

(a) The Company and its Subsidiaries have timely (taking into account extensions of time to file) filed all federal and state income Tax Returns and all other Tax

Returns required to be filed, and all such Tax Returns were true, correct, and complete in all material respects. The Company and its Subsidiaries have paid all Taxes shown thereon or otherwise due.

(b) No request for information related to Tax matters has been received in writing, or, to the Company's Knowledge, otherwise, with respect to material Tax matters from any Governmental Entity since December 31, 2010, no audit or other administrative proceeding is pending, being conducted, or, to the Knowledge of Company, threatened in writing by any Governmental Entity, and no judicial proceeding is pending or being conducted that involves any Tax paid or Tax Return filed by or on behalf of the Company or its Subsidiaries.

(c) Since December 31, 2010, no claim or deficiency against the Company or its Subsidiaries for the assessment or collection of any Taxes has been asserted in writing or, to the Company's Knowledge, proposed which claim or deficiency has not been settled with all amounts determined to have been due and payable having been timely paid.

(d) Since December 31, 2010, no claim has been made in writing, or to the Knowledge of the Company, threatened in writing by a Tax authority in a jurisdiction where the Company or its Subsidiaries has never filed Tax Returns asserting that the Company or its Subsidiaries are or may be subject to Taxes imposed by that jurisdiction.

(e) The Company and its Subsidiaries have deducted, withheld and timely paid to the appropriate Governmental Entity all Taxes required to be deducted, withheld or paid in connection with income allocated to or amounts owing to any employee (as determined in accordance with applicable Laws), independent contractor, creditor, stockholder or interest holder and have complied in all material respects with all applicable Tax Laws relating to the payment, withholding, reporting and recordkeeping requirements relating to any Taxes required to be collected or withheld.

(f) There are no Liens, other than Permitted Liens, for Taxes upon the properties or assets of the Company or its Subsidiaries.

(g) The Company and its Subsidiaries are not a party to any Tax sharing, Tax indemnity, Tax allocation or similar agreement with respect to Taxes, and do not have any Liability or potential Liability to another party under any such agreement.

(h) The Company and its Subsidiaries have not executed or entered into with any Governmental Entity (i) any agreement, waiver or other document which are still in force extending or having the effect of extending or waiving the period for assessment or collection of any Taxes for which the Company or its Subsidiaries would or could be liable (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course); (ii) any closing agreement pursuant to Section 7121 of the Code, or any predecessor provision thereof or any similar provision of state, local or foreign Tax Law; (iii) any private letter ruling request or private letter ruling, or (iv) any power of attorney with respect to any Tax matter which is currently in force.

(i) Since December 31, 2010, the Company and its Subsidiaries (i) have not been a member of an affiliated group filing a consolidated federal income Tax Return; and (ii) have not had any Liability for the Taxes of any Person (other than the Company and its Subsidiaries) as a transferee or successor, by contract or otherwise.

(j) The Company and its Subsidiaries have not taken any position in any Tax Return that could give rise to a substantial understatement of Tax within the meaning of Section 6662 of the Code.

(k) The Company and its Subsidiaries have not participated in any "reportable transaction" or any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4.

(l) The Company and its Subsidiaries will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period ending after the Closing Date as a result of any (i) change in accounting method for any Pre-Closing Period under Section 481 of the Code (or any similar provision of U.S. state, local or foreign Tax Law), (ii) written agreement with a Tax authority with regard to its Tax Liability for any Pre-Closing Period, (iii) installment sale or open transaction disposition made prior to the Closing Date or prior to the Closing on the Closing Date, or (iv) prepaid amount received on or prior to the Closing Date.

(m) The Company has been treated for federal and state income tax purposes as a partnership since December 31, 2010. Each of the Subsidiaries has been treated as disregarded from its owner.

Section 4.7 Healthcare Compliance.

(a) All activities of Company, its Subsidiaries and their respective employees, officers, directors, and managers (in the scope of their work for Company or its Subsidiaries) and all activities of the Dialysis Centers have been and are currently being, conducted in material compliance with all Healthcare Laws and in material compliance with Licenses issued under or required by any Healthcare Laws, and all corrective action plans required by Governmental Entities.

(b) There is no Litigation, audit or recoupment by or before any Governmental Entity alleging a violation of Healthcare Laws by the Company, its Subsidiaries, or any of their respective employees, officers, directors, or managers (as relates solely to their work for the Company or its Subsidiaries) and, to Company's Knowledge and solely as it relates to services provided, or referrals made, to the Company, its Subsidiaries or any of the Dialysis Centers, by Special Affiliates. To the Company's Knowledge, there are no outstanding investigative inquiries by Governmental Entities made under any Healthcare Law to which the Company, its Subsidiaries, and, solely as such inquiries relate to services provided to the Company, its Subsidiaries or any of the Dialysis Centers, the Special Affiliates, as applicable, have not responded in the Ordinary Course.

(c) Neither the Company, any of its Subsidiaries, nor any of their respective employees, officers, directors, or managers, in each case, as it relates solely to their work for the Company or its Subsidiaries, and, to Company's Knowledge and solely as it relates to services provided, or referrals made, to the Company, its Subsidiaries or any of the Dialysis Centers, neither the Special Affiliates nor any of their employees, officers, directors and managers has received any written notice alleging a material violation of any Healthcare Law in the conduct of its/his/her business or indicating that its/his/her qualification as a participating provider in any government program in which any of the Dialysis Centers participate may be terminated or withdrawn, and, to Company's Knowledge, no facts or circumstances exist that would give rise to the termination or withdrawal of any such qualification.

(d) None of the Company, its Subsidiaries or any of their respective employees, officers, directors, or managers and, to the Company's Knowledge, none of its Special Affiliates (as relates, in the case of the Special Affiliates to services provided or referrals of patients made to the Company, any of its Subsidiaries or any Dialysis Centers) is excluded, suspended or debarred from participation or is otherwise ineligible to participate in any federal or individual state health care program, including, but not limited to the federal health care programs defined in 42 U.S.C. § 1320a-7b(f). Within the thirty (30) day period preceding the date hereof, and again within the thirty (30) day period preceding the Closing Date, the Company and each of its Subsidiaries has, or shall have, performed exclusion checks (e.g., search of the OIG's List of Excluded Individuals/Entities) on each of its employees and each of its Special Affiliates, and to the extent that any such Person was or shall have been identified as a result of that search as having been excluded, suspended or debarred from participation or otherwise deemed ineligible to participate in any federal or individual state health care program, including, but not limited to the federal health care programs defined in 42 U.S.C. § 1320a-7b(f), the Company and Subsidiaries have taken remedial action in compliance with applicable Law.

(e) Neither the Company, any of its Subsidiaries, nor any of their respective employees, officers, directors or managers, in each case, as it relates solely to their work for the Company and its Subsidiaries, and, to Company's Knowledge and solely as it relates to services provided to the Company, its Subsidiaries or any of the Dialysis Centers, neither the Special Affiliates nor any of their respective employees, officers, directors or managers has engaged in any activities in material violation of any Information Privacy and Security Law, and there is no Litigation and, to Company's Knowledge, there are no facts or circumstances that would reasonably be expected to give rise to any material Liability under any Information Privacy and Security Laws; and, to Company's Knowledge, neither the Company, any of its Subsidiaries, any of their respective employees, officers, directors, managers, in each case, as it relates solely to their work for the Company or its Subsidiaries, or any of the Special Affiliates (in the scope of their work for Company, its Subsidiaries or any of the Dialysis Centers) has used or disclosed Personal Information so as to trigger a notification or reporting requirement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES RELATING TO THE MEMBERS

Each Member severally, and not jointly, hereby makes the representations and warranties contained in this Article V to the Purchaser, as supplemented and qualified by the Company Disclosure Schedule, solely as such representations and warranties relate to such Member and not with respect to any other Member.

Section 5.1 Organization and Authorization. Such Member (if not a natural person) is duly organized, validly existing and in good standing (or equivalent status) under the laws of its jurisdiction of organization. Such Member has the right, power, authority and capacity, as applicable, to execute and deliver this Agreement and the Company Ancillary Documents to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and the Company Ancillary Documents to which such Member is party have been duly executed and delivered by such Member and assuming due authorization, execution and delivery hereof and thereof by the other Parties hereto and thereto, constitute the valid and binding agreements of such Member, enforceable against such Member in accordance with their terms, except as such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

Section 5.2 Absence of Restrictions and Conflicts.

(a) The execution and delivery by such Member of this Agreement and the Company Ancillary Documents to which it is a party does not, and the performance of its obligations hereunder and thereunder will not, (a) conflict with or violate any Law applicable to such Member, or by which any property or asset of such Member, is bound, or (b) violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, permit the acceleration of any obligation under or create in any party the right to terminate, modify or cancel, (i) any material Contract, will, permit, franchise, license or other instrument that such Member is a party to or a beneficiary of, (ii) any Order of any Governmental Entity to which such Member is a party or by which any of its assets or properties are bound or (c) any arbitration award to which such Member is or could be entitled.

(b) Except as set forth in Section 4.5(b) of the Company Disclosure Schedule. the execution and delivery by such Member of this Agreement and the Company Ancillary Documents to which it is a party does not, and the performance of its obligations hereunder and thereunder will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity.

Section 5.3 Ownership of Equity.

(a) Such Member has good and valid title to and beneficial ownership of the Units set forth next to such Member's name on Section 4.3(b) of the Company Disclosure Schedule, free and clear of all Liens.

(b) Other than the Units set forth next to such Member's name on Section 4.3(b) of the Company Disclosure Schedule, such Member owns no equity security of the Company or any of its Subsidiaries, or any warrant, purchase right, subscription right, conversion right, exchange right or other right to compel any such equity security to be issued.

Section 5.4 Amounts Owed to Members. Except for amounts owed in connection with the Acquisition, specifically contemplated by this Agreement or owed in the Ordinary Course, the Company and its Subsidiaries do not owe and are not obligated to pay such Member any amount, and such Member has no claim of any kind against the Company or any of its Subsidiaries or any representative thereof.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby makes the representations and warranties contained in this Article VI to the Company and the Members.

Section 6.1 Organization. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Purchaser is duly qualified to transact business as a foreign entity and is in good standing in each other jurisdiction in which the ownership or leasing of its properties or assets or the conduct of its business requires such qualification, except where the failure to so qualify or to be in good standing would not result in, or reasonably be expected to result in, a Purchaser Material Adverse Effect.

Section 6.2 Authorization. The Purchaser has all necessary limited liability company power and authority to execute and deliver this Agreement and each Purchaser Ancillary Document, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each Purchaser Ancillary Document by the Purchaser, the performance by it of its obligations hereunder and thereunder, and the consummation of the transactions provided for herein and therein have been duly and validly authorized by all necessary limited liability company action on the part of the Purchaser. This Agreement has been, and each Purchaser Ancillary Document has been or will be, duly executed and delivered by the Purchaser and constitutes, or will upon execution and delivery constitute, the valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally, and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

Section 6.3 Absence of Restrictions and Conflicts.

(a) The execution and delivery of this Agreement and the Purchaser Ancillary Documents does not or will not, and the performance of its obligations hereunder and

thereunder will not, (i) conflict with or violate the certificate of formation or operating agreement of the Purchaser, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 6.3(b), if any, have been obtained and all filings and obligations described in Section 6.3(b), if any, have been made, conflict with or violate any Law applicable to the Purchaser (with or without notice or lapse of time or both), or by which any of its properties or assets is bound, or (iii) require any consent or result in any violation or breach of, or constitute a default or give to others any rights of termination, amendment, acceleration or cancellation, under, or result in the triggering of any payments or result in the creation of a Lien or other encumbrance on any of its properties or assets pursuant to, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, Contract, lease, License, permit, franchise or other instrument or obligation to which the Purchaser is a party or by which it or any of its properties or assets is bound.

(b) The execution and delivery by the Purchaser of this Agreement and the Purchaser Ancillary Documents does not, and the performance of its obligations hereunder and thereunder will not, require any consent, approval, authorization or permit of, or filing with, or notification to, any Governmental Entity.

Section 6.4 Financing. The Purchaser has, as of the date hereof, sufficient funds or financing commitments to make the payments required by it under Article III, to pay all fees and expenses to be paid by the Purchaser in connection with the transactions contemplated by this Agreement and to satisfy all other payment obligations of the Purchaser that may arise in connection with, or may be required in order to consummate, the transactions contemplated by this Agreement.

ARTICLE VII CERTAIN COVENANTS AND AGREEMENTS

Section 7.1 Conduct of Business. Except (1) as contemplated by this Agreement or the transactions contemplated hereby, (2) as set forth on Section 7.1 of the Company Disclosure Schedule, (3) as consented to in writing by the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed) and/or (4) pursuant to, and in accordance with, the Services Agreement of even date herewith between the Company and Renal Advantage Inc., during the period from the date hereof until the Closing, the Company shall, the Members shall cause the Company, and the Company shall cause each of its Subsidiaries, to:

(a) use commercially reasonable efforts to (i) carry on its business in the Ordinary Course and maintain and preserve intact its present business organization and (ii) conduct its operations in compliance with applicable Laws;

(b) not amend the organizational documents or agreements of the Company or any of its Subsidiaries;

- (c) not merge or consolidate with, or agree to merge or consolidate with, or purchase substantially all of the assets of, or otherwise acquire any business or any corporation, partnership, association or other business organization or division thereof;
- (d) not repurchase, redeem or otherwise acquire any of the Units, membership interests, limited liability company interests or other equity interests or equity securities of the Company or any of its Subsidiaries;
- (e) not issue, sell, pledge, dispose of any of its equity or other securities (including any of the Units), warrants or other similar rights, agreements or commitments of any kind to purchase any such securities convertible into or exchangeable for any such equity or other securities;
- (f) not split, combine or reclassify any of the Company's equity or other securities (including any of the Units) or set aside or pay any dividend or other distribution payable in stock, property or otherwise with respect to its equity or other securities (including any of the Units) except for distributions made by Subsidiaries of the Company to such Subsidiaries' members or equity owners in the Ordinary Course and in accordance with the terms of such Subsidiaries' organizational documents or other similar written agreements among the equity owners or members of such Subsidiaries provided to or made available to the Purchaser prior to the date hereof;
- (g) not issue or sell any debt securities or incur any Indebtedness other than intercompany Indebtedness in the Ordinary Course and up to \$500,000 of Indebtedness pursuant to the credit facility or other arrangement entered into between the Company and Renal Advantage Inc. as in effect on the date hereof;
- (h) not sell, transfer, assign, license, convey, mortgage, pledge or otherwise subject to any Lien on any of its properties or assets, tangible or intangible, except for Permitted Liens or Liens incurred in the Ordinary Course;
- (i) not enter into any transaction with any Affiliate of the Company or its Subsidiaries other than on an arms' length basis and as otherwise contemplated by this Agreement;
- (j) not waive any rights of material value or take any actions with respect to collection practices that would result in any material losses or material adverse changes in collection loss experience;
- (k) not make charitable contributions or pledges;
- (l) not make, accelerate or defer any capital expenditures, other than in the Ordinary Course (which includes capital expenditures in accordance with the Company's capital expenditure budget), and any such other expenditures as are necessary to prevent any destruction, removal, wasting, deterioration or impairment of its assets;
- (m) not conclude or agree to any corrective action plans with any Governmental Entity except those which (a) occur in the Ordinary Course (it being

understood by the Parties that the Company and its Subsidiaries and the Dialysis Centers do so conclude or agree to such corrective action plans from time to time in the Ordinary Course), (b) the Purchaser is notified of in advance; and (c) do not involve one or more condition-level deficiencies which, individually or in the aggregate, would have a Company Material Adverse Effect;

(n) not change its financial accounting methods, practices, policies or principles or elections, other than any such changes as may be required under GAAP, other generally accepted accounting principles of the applicable jurisdiction or other applicable Law;

(o) not cancel or terminate any insurance policies or cause any of the coverage thereby to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing, to the extent reasonably available, coverage equivalent to the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(p) other than in the Ordinary Course, not terminate, cancel, enter into, or modify, any material Contract or License;

(q) not terminate, cancel, enter into, or modify (i) any Contract with any vendor or supplier to the Company or any of its Subsidiaries from whom the Company and/or its Subsidiaries (on a consolidated basis) are, or would be, required to purchase on an annual basis at least \$5,000 of goods or services if any such Contract cannot be terminated by the Company or any Subsidiary upon thirty (30) days or less notice at any time without penalty, refund or payment of consideration, or (ii) any Commercial Payor Contract from which the Company and/or its Subsidiaries (on a consolidated basis) receive or would reasonably be expected to receive annual revenues in excess of \$5,000;

(r) not pay (or commit to pay) any bonus or other incentive compensation, nor grant (or commit to grant) any other increase in compensation, base salary or wage increases, severance or termination pay, or material increase in benefits to any officer, director, employee or independent contractor (including any medical director) of the Company or any of its Subsidiaries;

(s) not enter into, adopt or amend (other than any amendment necessary to comply with any applicable Law (including, without limitation, any applicable Tax Law)) any employment, retention, change in control, collective bargaining, deferred compensation, retirement, bonus, profit-sharing, stock option or other equity, or material bonus or welfare plan, contract or other arrangement with an independent contractor or agreement maintained for the benefit of any director, partner, officer, or other employee, or take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any employee benefit plan or other arrangement, to the extent not already provided in any such plan or arrangement, or change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Benefit Plan or other arrangement or to change the manner in which contributions to such plans are made or the basis on which such contributions are

determined, except as may be required by GAAP, or forgive any loans to directors, officers or any employee or independent contractor;

(t) other than in the Ordinary Course, enter into any Contract granting any Person (other than the Company or any of its Subsidiaries) the right to determine the type of supplies or equipment used at a Dialysis Center, including, but not limited to dialysis machines or dialyzer types; and

(u) not agree or commit to do any of the foregoing referred to in clauses (a) -- (t).

Section 7.2 Access and Information. Between the date hereof and the Closing, subject to compliance with applicable Law (including compliance with restrictions under the Confidentiality Agreements and any other binding non-disclosure or confidentiality agreement) and except as could reasonably be expected to result in disclosure of information or materials protected by attorney client, attorney work product or other legally recognized privileges or immunity from disclosure (provided, however, that the Company shall use its commercially reasonable efforts to allow for access or disclosure in a manner that does not result in a breach of any such agreement or a loss of attorney-client privilege or other immunity from disclosure, including by the provision of appropriate substitute disclosure arrangements), the Company shall, and shall cause its officers, directors, employees, counsel, accountants, representatives and other agents (collectively, "Agents") to, upon reasonable advance notice from the Purchaser and subject to reasonable coordination between Purchaser and the Company as to the timing and nature of such access, provide the Purchaser and its Agents reasonable access, during normal business hours, without interfering with the operation of the business of the Company or its Subsidiaries, to its premises, employees (including executive officers), properties (including, for the purposes of conducting environmental assessments), contracts, books, records and other information (including Tax Returns filed, if any, and those in preparation) of the Company and its Subsidiaries and shall cause the Company's and its Subsidiaries' officers to furnish to the Purchaser and its Agents, such financial, business, technical and operating data and other information pertaining to the Company and its Subsidiaries as Purchaser may reasonably request, subject to compliance with applicable Law.

Section 7.3 Notices of Certain Events. From the date hereof to the Closing Date, (i) the Members shall, and shall cause the Company to, promptly notify the Purchaser of and (ii) the Purchaser shall promptly notify the Member Representative of:

(a) any failure to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder;

(b) any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated hereby and which is material to the transactions contemplated hereby;

(c) any written notice or other communication from any Governmental Entity that is material and in connection with the transactions contemplated hereby;

(d) the entry into or modification of any Commercial Payor Contract or any Contract with any Vendor; and

(e) the formation of any Subsidiary or joint venture relationship not in existence on the date hereof and the entry into or modification of any Contract with any minority owners of any new or existing Subsidiary or joint venture.

Section 7.4 Exclusivity. Immediately after the execution of this Agreement by the parties, the Company, its Subsidiaries and each of the Members shall, and shall cause their respective Affiliates and their and their respective Affiliates' Agents to cease and terminate any existing activities, discussions or negotiations with any parties conducted heretofore with respect to, and not to initiate, solicit or encourage (including by way of furnishing non-public information or assistance), or enter into negotiations or discussions of any type, directly or indirectly, or enter into a confidentiality agreement, letter of intent or purchase agreement, merger agreement or other similar agreement with any Person other than the Purchaser with respect to a sale of all or any material portion of the assets of the Company or any of its Subsidiaries, or a merger, consolidation, business combination, sale of all or any portion of the capital stock of the Company or any of its Subsidiaries, or the liquidation or similar extraordinary transaction with respect to the Company or any of its Subsidiaries. The Company shall notify the Purchaser orally (within forty-eight (48) hours) and in writing (as promptly as practicable) of all relevant terms of any written proposal by a third party to do any of the foregoing that the Company, its Subsidiaries, the Members or to the Knowledge of the Company, any of their respective Affiliates or Agents receive relating to any of such matters.

Section 7.5 Further Assurances; Cooperation. Subject to the other provisions hereof, each Party agrees to take, or cause to be taken, all actions, and to do, or cause to be done as promptly as practicable, all things reasonably necessary or reasonably requested to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, the Parties shall, at any time after the Closing, execute, acknowledge and deliver any further deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, as reasonably requested by the other Party or Parties hereto, and will take, or cause to be taken, any other action consistent with the terms of this Agreement that may reasonably be requested by the other Parties, for the purpose of assigning, transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, any or all interests to be conveyed and transferred by this Agreement. In furtherance of the foregoing, the Purchaser and the Member Representative shall reasonably agree upon the Escrow Agreement, and shall cause the Escrow Agent to reasonably agree to the Escrow Agreement, as promptly as practicable after the date hereof.

Section 7.6 Public Announcements. Subject to their respective legal obligations, prior to the Closing, the Company and the Purchaser shall consult with each other with respect to the timing and content of any announcement or other comment or disclosure regarding this Agreement or the transactions contemplated hereby to its respective employees, suppliers, customers or competitors, or to the financial community or the general public; provided, however, that this Section 7.6 shall not restrict or limit any disclosure by (i) the Purchaser, the Company or the Members to (x) their respective limited partners, affiliated investment funds, the investors in such investment funds, or their Affiliates or (y) Governmental Entities in connection

with obtaining any consent, approval, authorization or permit as described in Section 4.5(b), (ii) the Purchaser, to the Purchaser's senior management, (iii) the Company, to the Company's senior management, lenders or Special Affiliates, regarding this Agreement and the transactions contemplated hereby to the extent the Purchaser, the Company or the Member Representative, as applicable, reasonably determines in good faith that such announcement or disclosure is necessary or advisable.

Section 7.7 Tax Matters.

(a) Pre-Closing Tax Returns; Straddle Period Tax Returns. The Purchaser shall, at the Purchaser's expense, prepare and file, or cause to be prepared and filed, any Tax Returns required to be filed by the Company or its Subsidiaries for any taxable periods (x) which end on or before the Closing Date (such taxable periods, "Pre-Closing Periods" and such Tax Returns, "Pre-Closing Period Tax Returns"), and (y) which include (but do not end on) the Closing Date (such taxable periods, "Straddle Periods" and such Tax Returns, "Straddle Period Tax Returns"). The Purchaser shall pay, or cause to be paid, all Taxes with respect to any Pre-Closing Tax Returns and any Straddle Period Tax Returns to the extent that the Company or any Subsidiary is itself liable for such Taxes, subject to the Members' obligation to reimburse the Purchaser for any such Taxes with respect to any Pre-Closing Period or the portion of any Straddle Period ending on the Closing Date, as determined in accordance with Section 7.7(b), net of any Tax liabilities that are accrued for as a reduction to Closing Date Working Capital. To the extent required under applicable Tax law, items of income or loss with respect to any Pre-Closing Periods or any portion of any Straddle Period ending on the Closing Date shall be allocated to the Members in accordance with their membership interests in the Company (with respect to each Member, the "Member Income Allocation"). Such Pre-Closing Period Tax Returns and Straddle Period Tax Returns shall be prepared on a basis consistent with the Tax Returns previously filed by the Company and its Subsidiaries, unless otherwise provided by applicable Tax Law. The Purchaser shall provide a copy of each Pre-Closing Period Tax Return and Straddle Period Tax Return together with copies of any relevant supporting schedules, work papers and other documentation that are reasonably requested by the Member Representative, and a sufficiently detailed statement certifying the amount of any Taxes of a Pre-Closing Period or of a Straddle Period attributable to the portion of the Straddle Period ending on the Closing Date (in each such case, the "Pre-Closing Taxes") shown on such Pre-Closing Period Tax Returns or Straddle Period Tax Returns, if any, that may be chargeable to the Members (the "Tax Statement") to the Member Representative for review and comment at least fifteen (15) days before such Pre-Closing Period Tax Return or Straddle Period Tax Return is filed (taking into account any valid extensions) and shall consider in good faith any comments provided by the Member Representative. The Purchaser and the Member Representative agree to consult and resolve in good faith any objections from the Member Representative with respect to the Pre-Closing Period Tax Returns, Straddle Period Tax Returns or Pre-Closing Taxes. However, if the Purchaser and the Member Representative cannot resolve any such objections, the matter shall be referred to the Arbitrator for prompt resolution. The Purchaser shall, at the Purchaser's expense, prepare and file all Tax Returns required to be filed by the Company or its Subsidiaries for all taxable periods beginning on or after the Closing

Date ("Post-Closing Period Tax Returns"). The Purchaser shall pay, or cause to be paid, all Taxes with respect to Post-Closing Period Tax Returns.

(b) Calculation of Taxes for Straddle Period Tax Returns. Pre-Closing Taxes for Straddle Period Tax Returns shall be calculated as though the taxable period of the Company and its Subsidiaries terminated as of the Closing Date; provided, however, that in the case of a Tax not based on income, receipts, proceeds, profits or similar items, Pre-Closing Taxes shall be equal to the amount of Tax for the entire Straddle Period, multiplied by a fraction the numerator of which is the total number of days from the beginning of the Straddle Period through the Closing Date and the denominator of which is the total number of days in the Straddle Period. All Straddle Period Tax Returns shall be prepared, and all determinations necessary to give effect to the foregoing allocations shall be made, in a manner consistent with prior practice of the Company and its Subsidiaries.

(c) Amendments, Modifications, Refunds, etc.

(i) After the Closing Date, the Purchaser or any Affiliate shall not amend, modify or otherwise change (a "Tax Amendment") any Pre-Closing Period Tax Returns or any Straddle Period Tax Returns of the Company or its Subsidiaries.

(ii) To the extent any determination of Tax Liability of the Company, whether as the result of an audit or examination, a claim for refund, the filing of an amended return or otherwise, in each case, only to the extent such audit, claim, or refund commenced on or prior to the Escrow Release Date (or, in the case of an action resulting from a request of the Member Representative, to the extent such request was submitted prior to the Escrow Release Date) results in any refund of Taxes ("Tax Refunds") attributable to any period which ends on or before the Closing Date or any portion thereof, any such Tax Refund shall be credited to the Members, and Purchaser shall promptly pay any such Tax Refunds and the interest actually received thereon (net of any Taxes payable with respect to such Tax Refunds or interest taking into account the deductibility, if any, of such Taxes payable) to the Members upon receipt thereof by Purchaser. Until the Escrow Release Date, upon the Member Representative's reasonable determination of the availability of a Tax Refund attributable to any period (or portion thereof) which ends on or before the Closing Date, the Member Representative may request that the Purchaser, the Company or any of its affiliates file or claim a Tax Refund or file an amended Tax Return and conduct the prosecution of such claims of Tax Refund in good faith. The Purchaser shall comply with the Members Representative's request to seek a Tax Refund or file an amended Tax Return unless compliance with such request would result in a material adverse impact to the Purchaser, the Company or any of its Subsidiaries. The Members shall reimburse the Purchaser, the Company or any of its Subsidiaries for reasonable out-of-pocket costs associated with any claim for Tax Refund or any amended Tax Return filed at the request of Members.

(d) Cooperation. The Members, the Member Representative, the Company and its Subsidiaries and the Purchaser shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the preparation and filing of Tax Returns pursuant to this Section 7.7, any Tax Proceeding (as defined below) and the review of any current or potential Tax Refund. Such cooperation shall include signing any Tax Returns, amended Tax Returns, claims or other documents necessary to settle any Tax Proceeding, the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such Tax Proceeding or any Tax Refund and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereby.

(e) Tax Proceedings.

(i) This Section 7.7(e) and not Section 9.3 shall govern with respect to Tax Proceedings (as defined below). After the Closing, the Purchaser shall promptly notify the Member Representative in writing of the proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim on the Purchaser or the Company or its Subsidiaries ("Tax Proceeding") which, if determined adversely to the taxpayer or after the lapse of time, could result in an indemnification obligation to Members under this Agreement. After the Closing, the Member Representative shall promptly notify the Purchaser in writing of any Tax Proceeding relating to the Company or its Subsidiaries, notice of which is received by the Members or the Member Representative. Notices required to be given by or to the Purchaser or the Member Representative shall contain factual information (to the extent known to the Members, the Member Representative, the Purchaser or the Company or its Subsidiaries, as the case may be) describing the asserted Tax Liability in reasonable detail and shall include copies of any notice or other document received from any Governmental Entity in respect of any such asserted Tax Liability.

(ii) In the case of a Tax Proceeding that does not challenge the intended Tax treatment of the Company and its Subsidiaries prior to the Closing and that relates solely to any Pre-Closing Period, the Member Representative or the Members, as the case may be, shall have the right to direct and control the conduct of such Tax Proceeding, provided the Purchaser shall have the right to participate (at the Purchaser's own expense) in any such Tax Proceeding. In the case of any other Tax Proceeding that relates solely to any Pre-Closing Period, but excluding any Straddle Periods, the Member Representative shall have the right to direct and control the conduct of such Tax Proceeding, provided the Purchaser shall have the right to participate (at the Purchaser's own expense) in any such Tax Proceeding. The Purchaser's right to participate under this paragraph shall include, but shall not be limited to, the right to receive copies of all correspondence from any Governmental Entity relating to such Tax Proceeding, attend meetings and review and comment on submissions relating to any Tax Proceeding, and the Members or the Member Representative, as the case may be, shall consider in good faith any comments provided by the Purchaser. The Member Representative may, on behalf of the Members, elect to waive the Member Representative's right under this Section 7.7(e) to direct and control any Pre-Closing Period Tax Proceeding. Unless the Member Representative notifies the Purchaser of its

intent to direct and control any such Pre-Closing Period Tax Proceeding within fifteen (15) days of receipt of the notice of any such Tax Proceeding, the Member Representative shall be deemed to have waived its right to direct and control such Pre-Closing Period Tax Proceeding. In the event that the Member Representative waives its right to direct and control such Pre-Closing Period Tax Proceeding, Purchaser shall assume control of such Tax Proceeding and the Member Representative shall be liable to the Purchaser for all costs and expenses of such Tax Proceeding. Upon such a waiver, the Member Representative shall have the right to participate (at the Member Representative's own expense) in any such Tax Proceeding. The Member Representative's right to participate shall include, but shall not be limited to, the right to receive copies of all correspondence from any Governmental Entity relating to such Tax Proceeding, attend meetings and review and comment on submissions relating to any Tax Proceeding, and the Purchaser shall consider in good faith any comments provided by the Member Representative; provided, however, that neither the Purchaser nor the Company or its Subsidiaries may settle or compromise any Tax Proceeding for any Pre-Closing Period that may result in an indemnification obligation of the Members for Taxes under this Agreement without prior written consent of the Member Representative; provided further, however, that such consent to settlement or compromise shall not be unreasonably withheld.

(iii) In the case of a Tax Proceeding that relates to any Straddle Periods, the Purchaser shall have the right to control the conduct of such Tax Proceeding, provided the Member Representative shall have the right to participate (at the Member Representative's own expense) in any such Tax Proceeding involving any asserted Tax Liability for such Straddle Period with respect to which payment may be sought from the Members pursuant to this Agreement. The Member Representative's right to participate shall include, but shall not be limited to, the right to receive copies of all correspondence from any Governmental Entity relating to such Tax Proceeding, attend meetings and review and comment on submissions relating to any Tax Proceeding, and the Purchaser shall consider in good faith any comments provided by Member Representative. Neither the Purchaser nor the Company or its Subsidiaries may settle or compromise any Tax Proceeding for any Straddle Period that would result in an indemnification obligation of the Members for Taxes under this Agreement without prior written consent of the Member Representative; provided, however, that consent to settlement or compromise shall not be unreasonably withheld or delayed.

(f) Transfer Taxes. Any sales, use, real estate transfer, stock transfer or similar transfer Tax ("Transfer Taxes") payable in connection with the transactions contemplated by this Agreement shall be equally borne, on a 50:50, basis by the Members, on the one hand, and by the Purchaser on the other hand. The Purchaser shall duly and timely prepare and file any Tax Return relating to Transfer Taxes that the Purchaser is required or permitted by Law to file and shall provide any other Tax Return relating to Transfer Taxes to the appropriate party for filing. The Purchaser shall give the Member Representative a copy of each such Tax Return relating to Transfer Taxes for the Member Representative review and comments at least fifteen (15) days prior to filing thereof and the parties shall cooperate in good faith to resolve any disputes in connection with the filing of such Tax Returns. The Purchaser shall give the Member

Representative a copy of any such Tax Return as filed, together with proof of payment of the Transfer Taxes shown thereon to be payable.

(g) Actions With Respect to Taxes. Without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld or delayed, the Company and its Subsidiaries shall not make or change any Tax election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course), or take any other similar action relating to the filing of any Tax Return or the payment of any Tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would have the effect of increasing the Tax liability of the Company or its Subsidiaries for any Straddle Period or any period commencing on or after the Closing Date or decreasing any Tax attribute of the Company or its Subsidiaries that would exist on the Closing Date.

(h) Tax Sharing Agreements. All tax sharing agreements or similar agreements with respect to or involving the Company or its Subsidiaries, except for such agreements and arrangements solely with respect to or involving the Company and or its Subsidiaries, shall be terminated as of the Closing Date and, after the Closing Date, no such party shall be bound thereby or have any Liability thereunder.

(i) Allocation of Purchase Price. Purchaser and the Member Representative shall cooperate in good faith in determining an allocation of the total consideration (including the Purchase Price and the assumption of any liabilities) with respect to the Company and its Subsidiaries for federal income tax purposes (the "Allocation"), and such allocation will be made in accordance with Section 1060 of the Code and applicable Treasury regulations. The parties agree that except as otherwise required by law, all relevant Tax Returns shall be filed in a manner consistent with the Allocation, and that they will file all required Treasury forms with respect to the Allocation.

(j) Information to Members; Tax Distributions to Members.

(i) With respect to any Taxes relating to any period, or a portion thereof, ending on or before the Closing Date for which the Members (rather than the Company or any Subsidiary) are liable under applicable Tax law, the Purchaser shall or shall cause the Company to, timely furnish to each Member appropriate information for their Tax Returns. The Purchaser shall use reasonable efforts to provide the Member Representative with such information as the Member Representative may reasonably request from time to time as is necessary to complete any Tax Returns by Members.

(ii) Notwithstanding anything to the contrary in this Agreement, until the Closing Date, each Member shall receive a cash distribution from the Company immediately following the end of each fiscal quarter equal to the

product of (i) the applicable Member Income Allocation for such period and (ii) the highest effective marginal statutory combined U.S. federal, state and local income tax rate prescribed for an individual or a corporation (as the case may be) residing in New York, New York (taking into account (x) the deductibility of state and local income taxes for U.S. federal income tax purposes and (y) the character of the applicable income); provided, that the aggregate amount of income considered allocated for these purposes to a Member for a period shall not exceed the excess of the aggregate amount of income allocated to such Member over the aggregate amount of losses (of the same character) allocated to such Member.

Section 7.8 Confidentiality. The Purchaser agrees to be bound by and comply with the terms of the Confidentiality Agreements, which are hereby incorporated into this Agreement by reference and shall continue in full force and effect, such that the information obtained by any party to this Agreement, or its officers, employees, agents or representatives, during any investigation conducted pursuant to Section 7.2 (Access and Information) or in connection with the negotiation and execution of this Agreement or the consummation of the transactions contemplated by this Agreement, or otherwise, shall be governed by the terms of the Confidentiality Agreements.

Section 7.9 Illinois CON Approval. As promptly as practicable following the date hereof, the Parties shall file the application required by the Illinois Health Facilities and Service Review Board (the "Illinois Board") for approval of a certificate of need ("CON") with respect to the change of ownership of the Illinois facilities currently owned and operated by the Illinois Subsidiaries. Each of the Purchaser, on the one hand, and the Company and the Members, on the other hand, shall use their reasonable best efforts to (i) respond to and comply with any requests for information from the Illinois Board, and (ii) obtain all required approvals from the Illinois Board, in each case, as promptly as practicable. If at any time after the date hereof, the Illinois Board and its agents or representatives issue any requirements, statements or interpretations pertaining to state-issued certificates of need that conflict with or have or would reasonably be expected to have an adverse effect on, the ability of the Parties to consummate the agreements set forth in this Agreement, the Parties shall use their reasonable best efforts to obtain a clarification or revised statement or interpretation from the Illinois Board that would permit such transactions.

ARTICLE VIII CLOSING

Section 8.1 Closing. The Closing of the Acquisition will take place at the offices of Hogan Lovells US LLP located at 1200 Seventeenth Street, Suite 1500, Denver, Colorado 80202, on the second Business Day following the receipt of Illinois Board approval as required pursuant to Section 8.4, or at such time and on such date thereafter as the Purchaser and the Member Representative may mutually determine.

Section 8.2 Company Closing Deliveries. At the Closing, the Company, the Member Representative and the Members, shall deliver, or cause to be delivered, to the Purchaser and the Escrow Agent, as applicable, the following documents:

(a) One or more Assignments of Units in form and substance reasonably satisfactory to the Purchaser duly executed by each of the Members and effectively transferring all of the Units to the Purchaser;

(b) resignations of the executive officers and directors of the Company and each of its Subsidiaries, except for resignations of any such executive officers and directors in respect of whom the Purchaser notifies the Member Representative, at least five (5) days prior to Closing, that no such resignation is required;

(c) the Escrow Agreement duly executed by the Member Representative;

(d) the Closing Statement;

(e) with respect to each Member, a duly executed certification meeting the requirements of Treasury Regulation Section 1.1445-2(b)(2) to the effect that such Member is not a foreign person; it being understood for the avoidance of doubt that, in the event that such a certification is not delivered with respect to any Member, the Purchaser and the Escrow Agent, as applicable, shall be entitled to withhold any amount required to be withheld under applicable Tax Law from the Aggregate Closing Consideration to which such Member would otherwise be entitled; provided that, any such withholding shall be deemed to satisfy this closing delivery with respect to the affected Member;

(f) a certificate of the Secretary of the Company, dated as of the Closing Date, certifying that attached thereto are accurate and complete (i) copies of the Company's certificate of formation, certified as of a recent date by the Secretary of State of the State of Delaware, and the Company's operating agreement; (ii) incumbency certificates of the officers of the Company who are signatories to this Agreement and any Company Ancillary Documents; (iii) evidence of the Company's approval and authorization of the execution, delivery and performance of this Agreement and the Company Ancillary Documents and the transactions contemplated hereby and thereby; and (iv) a good standing certificate as of a recent date (a) by the Secretary of State of the State of Delaware that the Company and each Subsidiary of the Company is in good standing and (b) by the Secretary of State of the State of Illinois that each Subsidiary of the Company is qualified to do business in the State of Illinois;

(g) payoff letters from each lender owed any Closing Date Indebtedness and such other documents as the Purchaser may reasonably require to evidence the repayment in full of all Closing Date Indebtedness and the termination and release in full of all Liens relating to such Closing Date Indebtedness; and

(h) all other documents required to be entered into by the Company, any of its Subsidiaries, or any of the Members pursuant to this Agreement or as may be reasonably requested by the Purchaser.

Section 8.3 Purchaser Closing Deliveries. At the Closing, the Purchaser shall deliver, or cause to be delivered, to the Company, the Member Representative, or the Escrow Agent, as applicable:

(a) the Consideration Paid at Closing;

- (b) the amounts required to be paid at Closing pursuant to Section 3.5 of this Agreement and delivered in accordance therewith;
- (c) the Escrow Amount paid and delivered in accordance with Section 3.3 and Section 3.5 of this Agreement;
- (d) the Escrow Agreement, duly executed by the Purchaser; and
- (e) all other documents required to be entered into by the Purchaser pursuant to this Agreement or as may be reasonably requested by the Member Representative.

Section 8.4 Approval by Illinois Board. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the Illinois Board's prior approval of a CON with respect to the change of ownership of the Illinois facilities currently owned and operated by the Illinois Subsidiaries.

Section 8.5 Frustration of Closing Conditions. Neither the Company, the Members nor the Purchaser may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such Party's breach of any provision of this Agreement or failure to use its reasonable best efforts (or such efforts as otherwise expressly required by this Agreement) to consummate the Acquisition and the other transactions contemplated hereby.

ARTICLE IX INDEMNIFICATION; REMEDIES

Section 9.1 Indemnification of the Purchaser Indemnified Parties. Subject to the other provisions of this Article IX, from and after the Closing, the Members shall indemnify, reimburse, defend and hold harmless the Purchaser Indemnified Parties from and against any and all damages incurred, resulting or arising from:

- (a) any breach or inaccuracy of the Fundamental Representations and Warranties made by the Company or any Member, except for any breach or inaccuracy of Sections 4.3 and 5.3;
- (b) any Fraud Based Purchaser Claims and any breach or inaccuracy of the representations set forth in Sections 4.3 and 5.3;
- (c) any breach by the Company or the Members of any covenant set forth in Section 7.1 or any other covenant or agreement set forth in Section 7.6 and Articles IX and X of this Agreement required to be performed by the Company or the Members;
- (d) any Transaction Expenses, but only to the extent such amounts are in excess of the Transaction Expenses that Purchaser agreed to pay on the Closing Date pursuant to Section 3.5(a);

(e) any Liability for (i) any Taxes imposed on the Members, the Company or any of its Subsidiaries with respect to any Pre-Closing Tax Period and the portion of any Straddle Period through the end of the Closing Date, (ii) any Taxes of the Members, the Company or any of its Subsidiaries arising (directly or indirectly) as a result of the transactions contemplated by this Agreement; (iii) all Taxes of any member of an affiliated, consolidated combined or unitary group of which the Company or any of its Subsidiaries (or any predecessor of the Company or any of its Subsidiaries) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local or foreign Law or regulation, (iv) any and all Taxes of any Person (other than the Company or its Subsidiaries) imposed on the Company or any of its Subsidiaries as a transferee, successor, by Contract or pursuant to any Law, rule or regulation, which Taxes relate to an event or transaction occurring before the Closing Date, (v) the Transfer Taxes for which the Members are liable pursuant to Section 7.7 hereof, and (vi) any Taxes and other costs resulting from a failure on the part of the Company, its Subsidiaries or the Members to take any action required of the Company, its Subsidiaries or the Members pursuant to Section 7.7 hereof; and

(f) any claim relating to the inaccuracy of any allocation of consideration or other matter set forth on the Closing Statement.

The damages of the Purchaser Indemnified Parties described in this Section 9.1 as to which the Purchaser Indemnified Parties are entitled to indemnification are collectively referred to as "Purchaser Losses".

Section 9.2 Indemnification of the Member Indemnified Parties. Subject to the other provisions of this Article IX, the Purchaser shall indemnify, defend and hold harmless the Member Indemnified Parties from and against any and all direct or indirect damages incurred, resulting or arising from:

- (a) any breach of any representation or warranty made by the Purchaser in this Agreement;
- (b) any Fraud Based Member Claims; and
- (c) any breach of any covenant, agreement or undertaking made by the Purchaser in this Agreement.

The damages of the Member Indemnified Parties described in this Section 9.2 as to which the Member Indemnified Parties are entitled to indemnification are collectively referred to as "Member Losses".

Section 9.3 Indemnification Procedure. A party making a claim for indemnification under Section 9.1 or Section 9.2 shall be, for the purposes of this Agreement referred to as an "Indemnified Party" and a party against whom such claims are asserted under Section 9.1 or Section 9.2 shall be, for the purposes of this Agreement, referred to as an "Indemnifying Party." All claims by any Indemnified Party under Section 9.1 or Section 9.2 shall be asserted and resolved as follows:

(a) In the event that (i) any action, application, suit, demand, claim or legal, administrative, arbitration or other alternative dispute resolution proceeding, hearing or investigation (each, a "Proceeding") is asserted or instituted by any Person other than the Parties or their Affiliates which could give rise to damages for which an Indemnifying Party could be liable to an Indemnified Party under this Agreement (such Proceeding, a "Third Party Claim") or (ii) any Indemnified Party under this Agreement shall have a claim to be indemnified by any Indemnifying Party under this Agreement which does not involve a Third Party Claim (such claim, a "Direct Claim" and, together with Third Party Claims, "Indemnification Claims"), the Indemnified Party shall, promptly after it becomes aware of a Third Party Claim (and in any event, within thirty (30) days), or facts supporting a Direct Claim, send to the Indemnifying Party a written notice specifying the nature of such Proceeding giving rise to any such Third Party Claim or Direct Claim in reasonable detail in light of the facts then known to the Indemnified Party, and, if practicable in the Indemnified Party's reasonable judgment, the amount or estimated amount thereof (which amount or estimated amount shall not be conclusive of the final amount, if any, of such Proceeding) (a "Claim Notice"), together with copies of all notices and documents (including court papers) served on or received by the Indemnified Party in the case of a Third Party Claim, provided, however, that a delay (including a delay beyond the aforementioned thirty (30) day period) in notifying the Indemnifying Party (or delivering copies of the aforementioned notices and documents) shall not relieve the Indemnifying Party of its obligations under Section 9.1 or Section 9.2 except to the extent that (and only to the extent that) the Indemnifying Party shall have been materially prejudiced by the failure of the Indemnified Party to give such notice or deliver such documents or notices, in which case the Indemnifying Party shall be relieved of its obligations under Section 9.1 or Section 9.2 only to the extent of such material prejudice.

(b) In the event of a Third Party Claim, the Indemnifying Party shall have the right to defend against and direct the defense of such Third Party Claim, provided, however, that the Indemnifying Party shall have acknowledged in writing to the Indemnified Party its obligation to indemnify the Indemnified Party as provided hereunder. If the Indemnifying Party elects to defend against and direct the defense of any Third Party Claim, it shall within thirty (30) days (or sooner, if the nature of the Third Party Claim so requires) (the "Dispute Period") notify the Indemnified Party of its intent to do so; provided, however, that the Indemnifying Party must conduct its defense of the Third Party Claim actively and diligently thereafter in order to preserve its rights in this regard. If the Indemnifying Party does not elect within the Dispute Period to defend against and direct the defense of any Third Party Claim, fails to notify the Indemnified Party of its election during the Dispute Period, contests its obligation to indemnify the Indemnified Party for such damages under this Agreement or fails to actively and diligently conduct its defense of the Third Party Claim, the Indemnified Party may defend against and direct the defense of such Third Party Claim. If the Indemnifying Party elects to defend against and direct the defense of such Third Party Claim and appoint counsel in connection therewith, (i) the Indemnifying Party shall use its commercially reasonable efforts to defend and protect the interests of the Indemnified Party with respect to such Third Party Claim, (ii) the Indemnified Party may participate, at its own expense, in the defense of such Third Party Claim (though not as counsel of record) and (iii) the

Indemnified Party shall have the right to engage separate counsel in connection therewith, but such counsel shall appear as counsel of record for the Indemnified Party and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel if, and only if, (x) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable, (y) the Indemnifying Party requests that the Indemnified Party participate in such defense or (z) the Indemnifying Party shall not have engaged counsel within a reasonable time (but not more than thirty (30) days) after notice of the institution of such Third Party Claim. Except as provided in the preceding sentence, nothing in this Section 9.3 shall require the Indemnifying Party to be responsible for the fees and expenses of more than one law firm for one or more Indemnified Parties at any time in connection with the defense against a Third Party Claim. If reasonably requested by the Indemnifying Party, the Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in defending and contesting any Proceeding giving rise to the Third Party Claim which the Indemnifying Party defends. No Third Party Claim may be settled or compromised, or offered to be settled or compromised, or a default permitted or an entry of any judgment consented to (each, a "Settlement") (A) by the Indemnified Party without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed), or (B) by the Indemnifying Party without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed); provided that, in the case of a consent from an Indemnified Party, such consent shall not be required in the event such Settlement (1) includes a full release of the Indemnified Party and (2) involves only monetary damages that will be paid in full by the Indemnifying Party. Notwithstanding the foregoing, if a Third Party Claim seeks relief other than the payment of monetary damages or if any relief sought would result in the imposition of an Order that would materially restrict the future activity or conduct of the Indemnified Party or any of its Affiliates, then the Indemnified Party alone shall be entitled to contest, defend and resolve (subject, with respect to any Settlement, to obtaining the consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed) such Third Party Claim in the first instance and, if the Indemnified Party does not contest, defend and resolve such Third Party Claim, the Indemnifying Party shall then have the right to contest and defend (but not enter into a Settlement without the consent of the Indemnified Party, which consent may be withheld in the Indemnified Party's sole discretion) such Third Party Claim. In the event any Indemnified Party enters into a Settlement with respect to any Third Party Claim in violation of either of the two immediately preceding sentences, such Indemnified Party shall be deemed to have waived all rights against the Indemnifying Party for indemnification under this Section 9.3 with respect to such Third Party Claim.

(c) After any final decision, judgment or award shall have been rendered by a Governmental Entity or arbitrator of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a Settlement or arbitration shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the

Indemnifying Party shall make prompt payment thereof by wire transfer in immediately available funds within five (5) Business Days after the date of such notice or, if required earlier, pursuant to the terms of the agreement reached with respect to the Indemnification Claim.

(d) In the event of a Direct Claim, the Indemnifying Party shall notify the Indemnified Party within thirty (30) days of receipt of a Claim Notice whether the Indemnifying Party disputes such Indemnification Claim. From and after the delivery of a Claim Notice under this Agreement, at the reasonable request of either Party, each Party shall grant the other and its Agents reasonable access to the books, records, Agents and properties of such Party to the extent reasonably related to the matters to which the Claim Notice relates. All such access shall be granted during normal business hours and shall be granted under conditions which will not unreasonably interfere with the business and operations of such Party. The Party requesting access will not, and shall use its reasonable best efforts to cause its Agents not to, use (except in connection with such Claim Notice) or disclose to any third person other than the Party's Agents (except as may be required by applicable Law) any information obtained pursuant to this Section 9.3(d) which is designated as confidential by the other Party. Notwithstanding the foregoing, neither Party shall have access to (i) any medical or other employee information that is contained in the personnel records of the other Party or its Affiliates and the disclosure of which would subject that Party or such Affiliate to risk of liability, (ii) any information which is subject of any attorney-client or other privilege or immunity from disclosure in favor of the other Party or its Affiliates or (iii) any information the disclosure of which would cause the other Party or any of its Affiliates to violate applicable Law.

(e) Notwithstanding the foregoing, any Tax Proceeding shall be governed by Section 7.7(e) and not by the provisions of this Section 9.3.

Section 9.4 Investigation; Survival; Claims Period.

(a) The rights of an Indemnified Party to indemnification or to assert or recover on any claim shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of or compliance with, any of the representations, warranties, covenants or agreements set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty, or the performance or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

(b) Except as expressly set forth in this Section 9.4(b), all representations and warranties set forth in Article IV, Article V and Article VI of this Agreement shall expire as of the Closing Date (and no indemnification claims may be brought under such representations and warranties at any time); provided, however, that the Claims Period for the Fundamental Representations and Warranties shall expire on the Escrow Release

Date (except with respect to the representations and warranties set forth in Sections 4.3 and 5.3).

(c) The Claims Period for any Fraud Based Purchaser Claims, Fraud Based Member Claims and the representations and warranties set forth in Sections 4.3 and 5.3 shall expire on the second anniversary of the Closing Date.

(d) Except as expressly set forth in this Section 9.4(d), all covenants or agreements made by the Parties in this Agreement shall expire as of the Closing Date (and no indemnification claims may be brought in connection with such covenants or agreements at any time); provided, however, that, (x) the Claims Period for any covenants or agreements made by the Parties under Sections 3.7, 7.1, 7.6, 7.9 and Articles IX and X in this Agreement shall expire on the Escrow Release Date, or such longer period as their performance is otherwise specifically provided for herein or required in connection with the exercise of rights that specifically survive for longer periods;

(e) The Claims Period for a claim for indemnification under Sections 9.1(d) and (f) shall expire on the second anniversary of the Closing Date.

(f) The Claims Period for a claim for indemnification under Section 9.1(e) (with respect to federal income Taxes) shall expire on the Escrow Release Date and the Claims Period for a claim for indemnification under Section 9.1(e) (other than with respect to federal income Taxes) shall expire ninety (90) days following the expiration of the longest applicable statute of limitations. The covenants under Section 7.7 shall survive coterminous with the Tax indemnity obligation with respect to which such covenants relate.

(g) No claim or cause of action for indemnification under Article IX may be made or brought (i) prior to Closing, (ii) following the expiration of the applicable representation, warranty, covenant or agreement; or (iii) following the expiration of the applicable Claims Period; provided that, in the event a notice of any claim for indemnification under Article IX shall have been made post-Closing, but prior to the expiration of the applicable Claims Period, then such claim for indemnification (and only such claim for indemnification), if not resolved prior to the expiration of the Claims Period, shall survive until such time as that claim for indemnification is fully and finally resolved.

Section 9.5 Liability Limits.

(a) The Purchaser Indemnified Parties may not make a claim for indemnification under (i) Sections 9.1(a), 9.1(b), or Section 9.1(e) (with respect to federal income Taxes), for Purchaser Losses unless and until the aggregate amount of Purchaser Losses for which the Purchaser Indemnified Parties are entitled to seek indemnification under Sections 9.1(a) and 9.1(b), and Section 9.1(e) (with respect to federal income Taxes), exceeds One Hundred Twenty Thousand Dollars (\$120,000) (the "Representation and Warranty Deductible"), or (ii) under Section 9.1(c) for Purchaser Losses arising from

a breach of any of the interim operating covenants set forth in Section 7.1 unless and until the aggregate amount of Purchaser Losses for which the Purchaser Indemnified Parties are entitled to seek indemnification under Section 9.1(c) with respect to Purchaser Losses arising under Section 7.1 exceeds Twenty Five Thousand Dollars (\$25,000) (the "Covenant Deductible"), in which event the Purchaser Indemnified Parties may only claim indemnification for Purchaser Losses exceeding the Representation and Warranty Deductible or the Covenant Deductible, as applicable. Subject to the Representation and Warranty Deductible, the Covenant Deductible and the other limitations set forth in this Article IX, Purchaser Losses for which the Purchaser Indemnified Parties may make a claim for indemnification shall be: (A) to the extent arising under Section 9.1(a), (b), (c) (if arising from a breach by the Company), (d), (e), or (f), first satisfied from the Escrow Fund, and the Escrow Fund shall be the sole and exclusive recourse for any Purchaser Losses arising under Section 10.1(a) and with respect to federal income Taxes only, Section 9.1(e), (B) (1) to the extent arising under Section 9.1(b), (c) (if arising from a breach by the Company), (d), (e) (other than with respect to federal income Taxes) or (f), and only after the Escrow Fund has been exhausted or otherwise released, satisfied by each Member, on a several and not joint basis, each in accordance with and limited to such Member's respective Pro Rata Percentage, and, (2) in the case of Purchaser Losses pursuant to Section 9.1(b), further limited to an aggregate indemnification cap of Two Million One Hundred Thousand Dollars (\$2,100,000) (the "Cap"), which Cap amount shall be reduced dollar for dollar by any payments made to the Purchaser Indemnified Parties from the Escrow Fund or by or on behalf of any Members pursuant to this Article IX, and, (3) in the case of Purchaser Losses pursuant to Section 9.1(b), (c) (if arising from a breach by the Company), (d), (e) (other than with respect to federal income Taxes) or (f), further limited in the case of each Member to the amount of the Purchase Price actually received by such Member (less any amounts paid by such Member pursuant to this Article IX for other Purchaser Losses) and (C) to the extent arising under Section 9.1(c) (if arising from a breach by a Member), satisfied by such breaching Member (and not any other Member) and limited to the amount of the Purchase Price actually received by such Member.

(b) The Member Indemnified Parties may not make a claim for indemnification under Section 9.2(a) for Member Losses unless and until the aggregate amount of such Member Losses for which the Member Indemnified Parties are entitled to seek indemnification under Section 9.2(a) exceeds the Representation and Warranty Deductible, in which event the Member Indemnified Parties may only make an indemnification claim for Member Losses arising under Section 9.2(a) exceeding the Representation and Warranty Deductible; and (i) in no event shall the aggregate amount of indemnification under Section 9.2(a) owed to the Member Indemnified Parties in respect of Member Losses for which the Member Indemnified Parties may make a claim for indemnification exceed Six Hundred Thousand Dollars (\$600,000) in the case of any Fundamental Representation or Warranty and (ii) in no event shall the aggregate amount of indemnification under Section 9.2(b) owed to the Member Indemnified Parties for which the Member Indemnified Parties may make a claim for indemnification exceed the Cap, which Cap amount shall be reduced dollar for dollar by any payments made to Member Indemnified Parties pursuant to this Article IX.

(c) Notwithstanding anything to the contrary contained in this Agreement, the amount of indemnity payable pursuant to Section 9.1 with respect to any Purchaser Losses shall be reduced to the extent (x) such Purchaser Losses are reflected as a liability on the Final Closing Statement, (y) any such Purchaser Losses have been taken into account in determining any post-Closing working capital adjustment contemplated by Section 3.7 or (z) such Purchaser Losses have otherwise been taken into account in determining the Consideration Paid at Closing pursuant to Section 3.2.

(d) Notwithstanding anything to the contrary contained in this Agreement, solely for purposes of determining whether any breach of any representation or warranty has occurred or any inaccuracy in any representation or warranty exists, and determining whether the Representation and Warranty Deductible has been met or exceeded, all qualifications, provisions or exceptions for "material," "materiality," "in all material respects" (or correlative meanings) and "Company Material Adverse Effect" and "Purchaser Material Adverse Effect" set forth in such representation or warranty shall be deemed to have been made or given for the purposes of this Agreement as though there were no such qualification, provision or exception.

(e) The calculation of any Purchaser Loss will reflect the amount of any insurance proceeds received in cash by the Purchaser Indemnified Parties in respect of such Purchaser Loss in such year, net of the present value of any reasonably probable increase in insurance premiums or other charges paid or to be paid by the Purchaser Indemnified Parties resulting from such Purchaser Loss and all costs and expenses incurred by any Purchaser Indemnified Party in recovering such proceeds from its insurers. The calculation of any Member Loss will reflect the amount of any insurance proceeds received in cash by the Member Indemnified Parties in respect of such Member Loss in such year, net of the present value of any reasonably probable increase in insurance premiums or other charges paid or to be paid by the Member Indemnified Parties resulting from such Member Loss and all reasonable costs and expenses directly incurred by any Member Indemnified Party in recovering such proceeds from its insurers.

(f) Notwithstanding anything to the contrary contained in this Agreement, Purchaser Losses and Member Losses shall include consequential damages, but shall not include any special, incidental, punitive, exemplary or multiple damages, lost profits, lost revenues or diminution in value (unless the Indemnified Party shall have paid or be required to pay such damages pursuant to a Third Party Claim).

(g) Notwithstanding anything to the contrary contained in this Agreement, the calculation of Purchaser Losses relating to the Illinois Subsidiaries shall exclude any damages that arise from or relate to any actions taken by or at the direction of the Purchaser or its Affiliates after the date hereof and prior to the Closing of the Acquisition with respect to the conduct or operation of the business of the Illinois Subsidiaries.

Section 9.6 Limitation of Remedy. The Purchaser and the Members acknowledge and agree that the sole and exclusive remedy of the Purchaser with respect to any breach or inaccuracy of any of the representations, warranties, covenants or agreements of the Company or the Members set forth herein shall be indemnification or specific performance, as applicable, in

accordance with this Article IX (but only if such indemnification or specific performance then is available to Purchaser pursuant to this Article IX and other applicable conditions and limitations in this Agreement).

Section 9.7 Treatment of Indemnity Payments. All payments made pursuant to Section 9.1 and Section 9.2 shall be deemed adjustments to the Purchase Price for Tax purposes. All distributions made to the Members from the Escrow Fund and the Member Representative Reserve shall be based on such Members' Pro Rata Percentage.

Section 9.8 Specific Performance. Each Party hereby acknowledges that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, in the event that any Party violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Party may be without an adequate remedy at law. In the event that any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party or Parties may, subject to the terms hereof and in addition to any remedy at law for damages or other relief contemplated by this Agreement, institute and prosecute an action in a court as specified in Section 10.6 to enforce specific performance of such covenant or agreement or seek any other equitable relief. The Company and the Members shall be entitled to seek specific performance against the Purchaser to consummate the Acquisition in accordance with the terms of this Agreement and the Purchaser shall be entitled to seek specific performance against the Company and the Members to consummate the Acquisition in accordance with the terms of this Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, or if sent by confirmed facsimile or receipted nationally recognized overnight courier services shall be deemed duly given on the Business Day received, in each case if received prior to 5:00 p.m. local time or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day, addressed to the respective parties hereto as follows:

To the Purchaser or Parent Guarantor and after the Closing to the Company	RA Acquisition Co., LLC c/o Liberty Dialysis, Inc. 7650 SE 27 th Street, Suite 200 Mercer Island, WA 98040 Attn: Mark Caputo Eric Shuey Fax: (206) 236-5002 Tel: (206) 236-5001
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with a copy to (which shall not constitute notice)	Hogan Lovells US LLP One Tabor Center 1200 Seventeenth St., Suite 1500 Denver, CO 80202 Attn: George A. Hagerty
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Keith A. Trammell
Fax: (303) 899-7333
Tel: (303) 899-7000

To the Member
Representative (on behalf
of the Members) and
before the Closing to the
Company

c/o Welsh, Carson, Anderson & Stowe X, L.P.
320 Park Avenue, Suite 2500
New York, New York 10022-6815
Attn: D. Scott Mackesy
Fax: (212) 893-9566
Tel: (212) 893-9505

with a copy to (which
shall not constitute notice):

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Attn: Othon Prounis
Fax: (646) 728-1513
Tel: (212) 841-5785

or to such other representative or at such other address as such Person may furnish to the other parties in writing.

Section 10.2 Schedules and Exhibits. The Schedules and Exhibits are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full herein.

Section 10.3 Assignment; Successors in Interest. No assignment or transfer by the Company, by any Member or by the Purchaser of any of their respective rights and obligations hereunder shall be made except with the prior written consent of the other Parties; provided, however, that the Purchaser may assign this Agreement without the written consent of any other Parties to (a) any Person providing debt financing for purposes of creating a security interest herein or otherwise assigning as collateral in respect of such debt financing or (b) Parent Guarantor or any of its Subsidiaries, but in each case, no such assignment shall relieve the Purchaser of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

Section 10.4 Captions. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 10.5 Controlling Law; Amendment. This Agreement and any claim relating to this Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without reference to its choice of law rules. This Agreement may be amended or supplemented in any and all respects only by written agreement of the Purchaser and the Member Representative.

Section 10.6 Submission to Jurisdiction.

(a) Each Party agrees that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced, and prosecuted, exclusively in any state court located in the State of Delaware or, if such court lacks subject matter jurisdiction over such action or proceeding, in any federal court located in the State of Delaware. Each Party:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court located in the State of Delaware) in connection with any such legal action or proceeding, including to enforce any Order or award;

(ii) consents to service of process in any such action or proceeding in any manner permitted by the Laws of the State of Delaware, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10.1 (and in the case of the Members, the address of the Member Representative specified pursuant to such Section 10.1) is reasonably calculated to give actual notice;

(iii) agrees that each state and federal court located in the State of Delaware shall be deemed to be a convenient forum for such action or proceeding;

(iv) waives and agrees not to assert (by way of motion, as a defense or otherwise), in any such action or proceeding commenced in any state or federal court located in the State of Delaware any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court; and

(v) agrees to the entry of an Order to enforce any Order or award made pursuant to this Section by the state and federal courts located in the State of Delaware and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, Order or award is inconsistent with or violative of the Laws or public policy of the Laws of the State of Delaware or any other jurisdiction.

(b) In the event of any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement, the prevailing party shall be entitled to payment by the non-prevailing party of all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party, including any costs and expenses incurred in connection with any challenge to the jurisdiction or the convenience or propriety of venue of proceedings before any state or federal court located in the State of Delaware.

Section 10.7 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY ACTION OR PROCEEDING WHICH MAY

ARISE RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR PROCEEDING, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

Section 10.8 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, each Party hereby waives any provision of Law that renders any such provision prohibited or unenforceable in any respect.

Section 10.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. Signatures delivered by facsimile or as email attachments shall be as effective as originals.

Section 10.10 Parties in Interest. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the Parties and the Member Representative, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary hereof

Section 10.11 Waiver. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 10.12 Integration. The Confidentiality Agreements, this Agreement and the documents executed pursuant hereto or in connection herewith supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof and constitute the entire agreement among the Parties with respect thereto.

Section 10.13 Fees and Expenses. Unless otherwise specifically provided pursuant to this Agreement, all fees and expenses incurred in connection with this Agreement, and the

transactions contemplated hereby shall be paid by the Party incurring such fees and expenses; provided, however, that the Members shall bear all expenses incurred by the Member Representative and the Members.

Section 10.14 Member Representative

(a) By the execution and delivery of this Agreement, including counterparts thereof, each Member hereby irrevocably constitutes and appoints Rain Stockholder Representative, LLC (the "Member Representative"), and the Member Representative hereby accepts such appointment, as the true and lawful agent, proxy and attorney-in-fact of such Member with full powers of substitution to act in the name, place and stead of such Member with respect to the performance on behalf of such Member under the terms and provisions hereof and to do or refrain from doing all such further acts and things, and to execute all such documents, as the Member Representative shall deem necessary or appropriate in connection with any transaction contemplated hereunder, including the power to:

(i) act for such Member, if applicable, with respect to all indemnification matters referred to herein, including the right to compromise or settle any such claim on behalf of such Member;

(ii) act for such Member with respect to the Escrow Amount (including giving any instructions to the Escrow Agent, on behalf of the Members, to pay from the Escrow Fund any amounts owed by the Members);

(iii) in its sole discretion, on behalf of the Members, amend or waive any provision hereof in any manner;

(iv) employ, obtain and rely upon the advice of legal counsel (including Ropes & Gray LLP), accountants and other professional advisors as the Member Representative, in the sole discretion thereof, deems necessary or advisable in the performance of the duties of the Member Representative;

(v) act for such Member with respect to all Consideration Paid at Closing matters, including any adjustments thereto;

(vi) incur any expenses, liquidate and withhold assets received on behalf of such Member prior to their distribution to such Member to the extent of any amount that the Member Representative deems necessary for payment of or as a reserve against expenses or other Liabilities, and pay such expenses or deposit the same in an interest-bearing bank account established for such purpose;

(vii) receive all notices, service of process, communications and deliveries hereunder on behalf of such Member; and

(viii) do or refrain from doing any further act or deed on behalf of such Member that the Member Representative deems necessary or appropriate, in the sole discretion of the Member Representative, relating to the subject matter hereof

as fully and completely as such Member could do if personally present and acting and as though any reference to such Member herein was a reference to the Member Representative.

(b) The appointment of the Member Representative shall be deemed coupled with an interest and shall be irrevocable, and any other Person may conclusively and absolutely rely, without inquiry, upon any action of the Member Representative as the act of each Member in all matters referred to herein.


(c) In the event the Member Representative resigns or ceases to function in such capacity for any reason whatsoever, then the successor Member Representative shall be the Person that the Company's majority Member appoints.

(d) The Member Representative is serving in that capacity solely for purposes of administrative convenience, and is not and shall not be personally liable in such capacity for any of the obligations of the Members hereunder, and Purchaser agrees that it will not assert claims against, or look to the personal assets of, the Member Representative, acting in such capacity, for the satisfaction of any obligations to be performed by the Members or the Company hereunder. The Member Representative will not be liable for any act taken or omitted by it as permitted under this Agreement, except if such act is taken or omitted in bad faith or by willful misconduct. The Member Representative will also be fully protected in relying upon any written notice, demand, certificate or document that it in good faith believes to be genuine (including facsimiles thereof). The Members agree, severally but not jointly (in accordance with their Pro Rata Percentage), to indemnify the Member Representative for, and to hold the Member Representative harmless against, any loss, liability or expense incurred without willful misconduct or bad faith on the part of the Member Representative, arising out of or in connection with the Member Representative's carrying out its duties under this Agreement, including costs and expenses of successfully defending itself against any claim of liability with respect thereto. The Member Representative may consult with counsel of its own choice and will have full and complete authorization and protection for any action taken and suffered by it in good faith and in accordance with the opinion of such counsel.

Section 10.15 Performance Guarantee. Parent Guarantor unconditionally and irrevocably agrees to take any and all actions necessary to cause Purchaser to perform all of its covenants, agreements and obligations under this Agreement, including with respect to the consummation of the Acquisition and the payment of consideration hereunder, indemnification and other obligations relating to or arising under Articles II, III, VII, VIII and IX hereof. Parent Guarantor unconditionally guarantees to the Company and the Members the full and complete performance by Purchaser of such covenants, agreements and obligations and shall be liable for any breach by Purchaser of any such covenant, agreement or obligation. This is a guarantee of payment and performance. Parent Guarantor hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Purchaser, protest, notice and all demands whatsoever in connection with the performance of its covenants, agreements and obligations as set forth in this Section 10.15.


THE PURCHASER:

RA ACQUISITION CO., LLC

By: 
Name: Mark Caputo
Title: Chief Executive Officer

THE PARENT GUARANTOR:
Solely for the purposes of Section 10.15

LIBERTY DIALYSIS HOLDINGS, INC.

By: 
Name: Mark Caputo
Title: Chief Executive Officer

THE COMPANY:

RA ILLINOIS HOLDINGS, LLC


By: Michael D. Klein
Name: Michael D. Klein
Title: President / CEO

[Signature page to Illinois Unit Purchase Agreement]

**RAIN STOCKHOLDER
REPRESENTATIVE, LLC
In its capacity as Member Representative**

**By: WELSH, CARSON, ANDERSON
& STOWE X, L.P.
Member**

**By: WCAS X ASSOCIATES LLC,
General Partner**


By: 
Name: Jonathan Rather
Title: Managing Member

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

**WELSH, CARSON, ANDERSON &
STOWE X, L.P.**


**By: WCAS X ASSOCIATES LLC,
General Partner**

By: 
Name: THOMAS RATHKE
Title: Managing Member

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

WCAS MANAGEMENT CORPORATION

By: 
Name: JENNIFER CASUAL
Title: Treasurer

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

WCAS CAPITAL PARTNERS IV, L.P.

**By: WCAS CP IV ASSOCIATES LLC,
General Partner**


By: _____
Name: JOHNSON RATH
Title: Managing Member

[Signature page to Illinois Unit Purchase Agreement]

64

MEMBER:

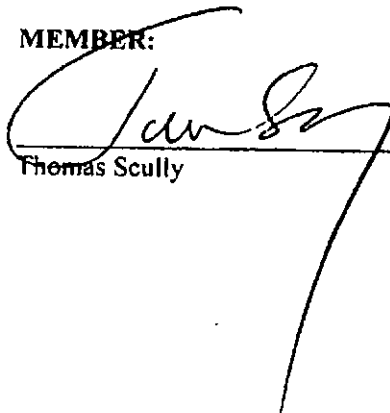
**ROSS RESOURCES LIMITED
PARTNERSHIP**

By: 
Name: ROGER D. ROSS
Title: GENERAL PARTNER

[Signature page to Illinois Unit Purchase Agreement]

65

MEMBER:




Thomas Scully

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

SELECT GLOBAL INVESTORS, L.P.

By: 
Name: Rocco A. ORTENZIO
Title: GENERAL PARTNER

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:


Michael Klein

[Signature page to Illinois Unit Purchase Agreement]

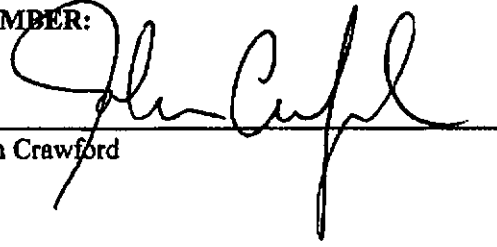
68

MEMBER:

Dean M. Weiland
Dean Weiland

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

A handwritten signature in black ink, appearing to read "John Crawford", written over a horizontal line.

John Crawford

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

A handwritten signature in black ink, appearing to read 'Karl Kokko', written over a horizontal line.

Karl Kokko

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

Linda M. Meador

Linda Meador


[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

Monte J. Frankenfield
Monte Frankenfield

[Signature page to Illinois Unit Purchase Agreement]

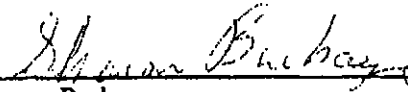
MEMBER:



Jen Sundock

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:



Sharon Burbage

[Signature page to Illinois Unit Purchase Agreement]

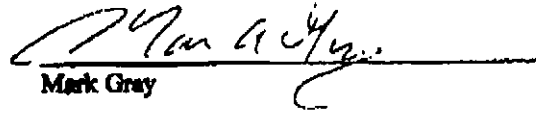
MEMBER:



Eric Enderle

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:


Mark Gray

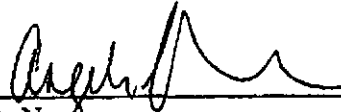
[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

Gayle Franks
Gayle Franks

[Signature page to Illinois Unit Purchase Agreement]

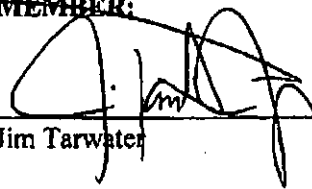
MEMBER:



Angela Newman

[Signature page to Illinois Unit Purchase Agreement]

~~MEMBER:~~



Handwritten signature of Jim Tarwater, written in black ink over a horizontal line.

Jim Tarwater

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

WEILAND FAMILY INVESTMENTS, L.P.

By: Dean M. Weiland
Name: Dean M. Weiland
Title: General Partner

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

KLEIN FAMILY INVESTMENTS, L.P.

By: Michael D. Klein
Name: Michael D. Klein
Title: General Partner

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

A handwritten signature in black ink, appearing to read "Steven Housman", written over a horizontal line.

Steven Housman

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:



Raymond A. Renell

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

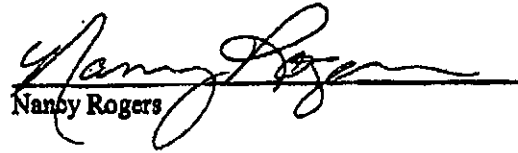


Lucille Smart

[Signature page to Illinois Un. Purchase Agreement]

85

MEMBER:


Nancy Rogers

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

Karen Wiseman
Karen Wiseman

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

**KENNETH J. MELKUS 2010 (LAUREN)
GRANTOR RETAINED ANNUITY TRUST
(RA)**

By: Barbara Jean Melkus
Name: BARBARA JEAN MELKUS
Title: Trustee

[Signature page to Illinois Unit Purchase Agreement]

MEMBER:

**KENNETH J. MELKUS 2010 (SIBLINGS)
GRANTOR RETAINED ANNUITY TRUST
(RA)**

By: *Barbara Lynn Melkus*
Name: BARBARA LYNN MELKUS
Title: Trustee

[Signature page to Illinois Unit Purchase Agreement]

Exhibit 1.1(a)
Working Capital Guidelines

(see attached)

	Example Sep '10 Actual	Estimated Working Capital
<i>Currency: \$ 000</i>		
Cash	400	
Patient receivables, net	2,026	
Other accounts receivable	4	
Inventories	131	
Prepaid and other current assets	24	
Deferred tax asset	-	
Subtotal - current assets	2,585	
Accounts payable	9	
Due to third party payors	-	
Accrued compensation and benefits	142	
Other accrued expenses (including taxes) ¹	400	
Short term debt or note ²	-	
Subtotal - current liabilities	551	
Working capital, as reported	2,034	
Adjustments:		
Deferred tax asset	-	
Accrued interest ¹	-	
Subtotal - adjustments	-	
Closing Date Working Capital	2,034	
Target Working Capital	2,000	2,000
Variance		

The line items set forth in this Exhibit shall be the only items considered in the calculation and adjustments for any Working Capital Surplus or Working Capital Deficit pursuant to Exhibit for each line item are for illustration purposes only.

Closing Date Working Capital shall be derived from internal consolidated financial state

The calculations set forth on this Exhibit shall exclude any Transaction Expenses, accrued current maturities of debt not assumed by Purchaser and current deferred taxes.

Explanatory Footnotes

¹"Accrued interest" is a portion of "Other accrued expenses"

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name:	Martin Valiterra
Title:	Center Director
Company Name:	RAI-Centre West-Springfield
Address:	1112 Centre West Drive Springfield, IL 62704
Telephone Number:	217/787-3310
E-mail Address:	
Fax Number:	217/787-4762

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Integrity Properties
Address of Site Owner:	4805 Bear's Paw Springfield, IL 62711
Street Address or Legal Description of Site:	1112 Centre West Drive Springfield, IL 62704
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.	
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name:		
Address:		
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements Not Applicable

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements Not Applicable

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

<p>Part 1110 Classification:</p> <p><input type="checkbox"/> Substantive</p> <p><input checked="" type="checkbox"/> Non-substantive</p>	<p>Part 1120 Applicability or Classification: [Check one only.]</p> <p><input type="checkbox"/> Part 1120 Not Applicable</p> <p><input type="checkbox"/> Category A Project</p> <p><input checked="" type="checkbox"/> Category B Project</p> <p><input type="checkbox"/> DHS or DVA Project</p>
---	--

2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Liberty Dialysis acquired Renal Advantage through a stock option transaction on December 17, 2010. At the time of acquisition, Renal Advantage operated three end stage renal disease (ESRD) facilities in Illinois. Since the acquisition, Renal Advantage has operated as a subsidiary of Liberty Dialysis. Renal Advantage's three Illinois facilities were carved out from the transaction to allow the merger to proceed without violating the Illinois Health Facilities and Services Review Board's change of ownership requirements.

This *Application for Permit* addresses the resultant change of ownership of RAI-Centre West-Springfield, a 14-station facility. Similar *Applications for Permit* have been filed to address the change of ownership of the other two Illinois ESRD facilities owned by Renal Advantage.

No changes to the services provided or the facilities' number of ESRD stations are addressed with any of the three *Applications*.

This is a "non-substantive" project, pursuant to the definition of non-substantive" projects provided in Section 1110.40.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			\$100,000
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition			\$6,833,330
TOTAL USES OF FUNDS			\$6,933,330
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			\$6,933,330
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS			\$6,933,330

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>none</u> .		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:	
<input checked="" type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): _____	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input checked="" type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
<input type="checkbox"/> Project obligation will occur after permit issuance.	

State Agency Submittals

Are the following submittals up to date as applicable:	
<input type="checkbox"/> Cancer Registry	Not Applicable
<input type="checkbox"/> APORS	Not Applicable
<input type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted	Not Applicable
<input type="checkbox"/> All reports regarding outstanding permits	Not Applicable
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.	

Cost Space Requirements Not Applicable

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							
APPEND DOCUMENTATION AS <u>ATTACHMENT-9</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization Not Applicable

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest Calendar Year for which the data are available. Include observation days in the patient day totals for each bed service. Any bed capacity discrepancy from the Inventory will result in the application being deemed incomplete.

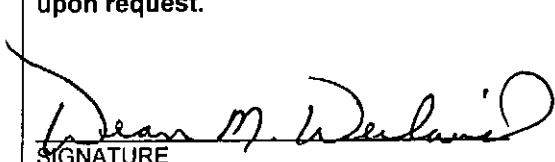
FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:		From:	to:		
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of RAI Care Centers of Illinois II, LLC_ * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


SIGNATURE

Dean Weiland

PRINTED NAME

Chief Operating Officer

PRINTED TITLE


SIGNATURE

Jon M. Sundock

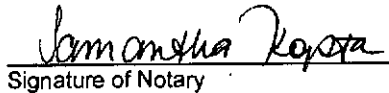
PRINTED NAME

Vice President

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 20th day of December 2010

Notarization:
Subscribed and sworn to before me
this 20th day of December 2010

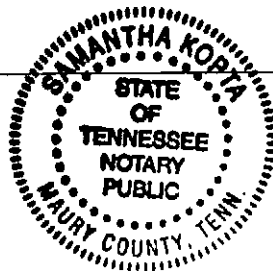

Signature of Notary


Signature of Notary

Seal

Seal

*Insert EXACT legal name of the applicant




CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.


This Application for Permit is filed on the behalf of Liberty Dialysis Holdings, Inc. in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



 SIGNATURE
 Ryan B. Pardo

 PRINTED NAME
 Vice President

 PRINTED TITLE




 SIGNATURE
 Eric Shuey

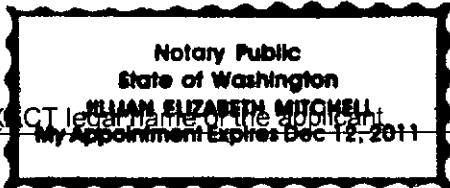
 PRINTED NAME
 CFO

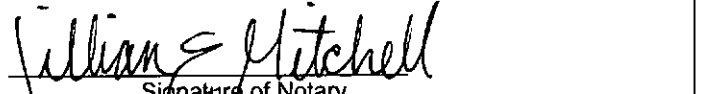
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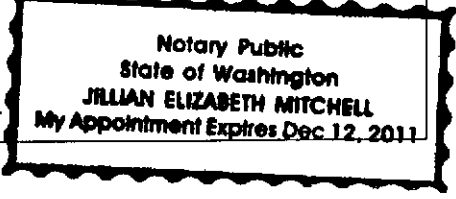
Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010

Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010



 Signature of Notary
 Seal




 Signature of Notary
 Seal


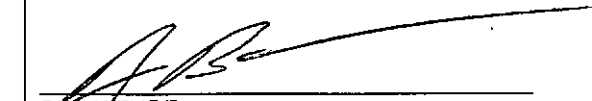
*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.


This Application for Permit is filed on the behalf of Renal Advantage Holdings, Inc. * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



 SIGNATURE
Ryan B. Pardo

 PRINTED NAME
Vice President

 PRINTED TITLE



 SIGNATURE
Eric Shuey

 PRINTED NAME
CFO

 PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010

Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010



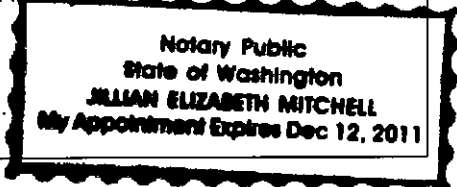
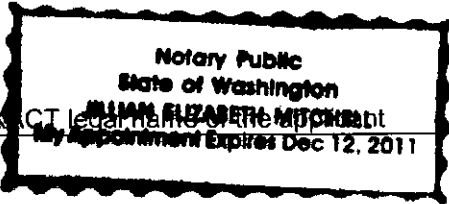
 Signature of Notary



 Signature of Notary

Seal

Seal



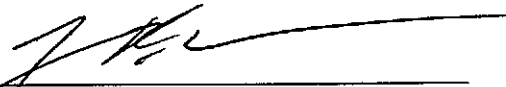
*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of RA Acquisition Co., LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE
Ryan B. Pardo

PRINTED NAME
Vice President

PRINTED TITLE



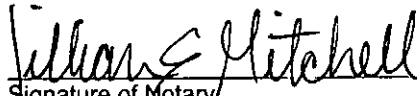
SIGNATURE
Eric Shuey

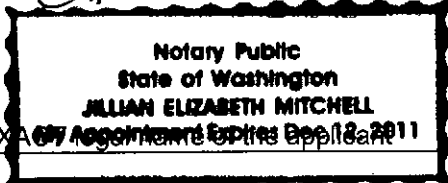
PRINTED NAME
CFO

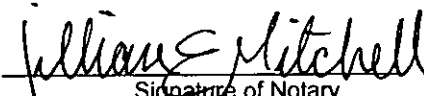
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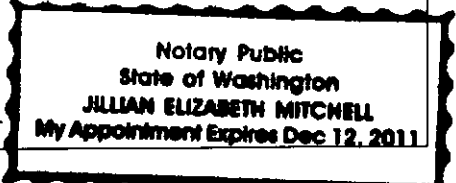
Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010

Notarization:
Subscribed and sworn to before me
this 17th day of December, 2010



Signature of Notary
Seal

Notary Public
State of Washington
JILLIAN ELIZABETH MITCHELL
My Appointment Expires Dec 18, 2011



Signature of Notary
Seal

Notary Public
State of Washington
JILLIAN ELIZABETH MITCHELL
My Appointment Expires Dec 12, 2011


*Insert EX-107 Appointment Expires Dec 18, 2011

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of **Welsh, Carson, Anderson & Stowe X, L.P.*** in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE
JONATHAN RATUR

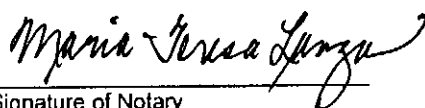
PRINTED NAME
Managing Member

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16th day of December, 2010


Signature of Notary
Seal

Notarization:
Subscribed and sworn to before me
this ____ day of _____

Signature of Notary
Seal

*Insert EXACT legal name of the applicant

MARIA TERESA LANZA
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01LA6048304
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 09-25-2014

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify ALL of the alternatives to the proposed project:

Alternative options must include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

This Section is applicable to projects involving merger, consolidation or acquisition/change of ownership.

NOTE: For all projects involving a change of ownership THE TRANSACTION DOCUMENT must be submitted with the application for permit. The transaction document must be signed dated and contain the appropriate contingency language.

A. Criterion 1110.240(b), Impact Statement

Read the criterion and provide an impact statement that contains the following information:

1. Any change in the number of beds or services currently offered.
2. Who the operating entity will be.
3. The reason for the transaction.
4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.
5. A cost-benefit analysis for the proposed transaction.

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

1. The current admission policies for the facilities involved in the proposed transaction.
2. The proposed admission policies for the facilities.
3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

1. Explain what the impact of the proposed transaction will be on the other area providers.
2. List all of the facilities within the applicant's health care system and provide the following for each facility.
 - a. the location (town and street address);
 - b. the number of beds;
 - c. a list of services; and
 - d. the utilization figures for each of those services for the last 12 month period.
3. Provide copies of all present and proposed referral agreements for the facilities involved in this transaction.
4. Provide time and distance information for the proposed referrals within the system.
5. Explain the organization policy regarding the use of the care system providers over area providers.
6. Explain how duplication of services within the care system will be resolved.
7. Indicate what services the proposed project will make available to the community that are not now available.

APPEND DOCUMENTATION AS ATTACHMENT-19, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18 month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VIII. - 1120.120 - Availability of Funds

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: Indicate the dollar amount to be provided from the following sources:

	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1)	the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2)	interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$6,933,330	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5)	For any option to lease, a copy of the option, including all terms and conditions.
	e)	Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$6,933,330	TOTAL FUNDS AVAILABLE	

APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. All of the projects capital expenditures are completely funded through internal sources
2. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion. When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Liberty Dialysis, LLC and Subsidiaries

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
	2008	2009	2010	2011
Enter Historical and/or Projected Years:				
Current Ratio	1.46	1.76	1.98	2.36
Net Margin Percentage	1.8%	0.6%	-0.1%	4.8%
Percent Debt to Total Capitalization	58%	55%	54%	51%
Projected Debt Service Coverage	-----	----no debt----	-----	2.05
Days Cash on Hand	151	52	46	45
Cushion Ratio	-----	----no debt----	-----	1.33

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs not applicable

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM:

XI. Safety Net Impact Statement

not applicable

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)	Year	Year	Year
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT 43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

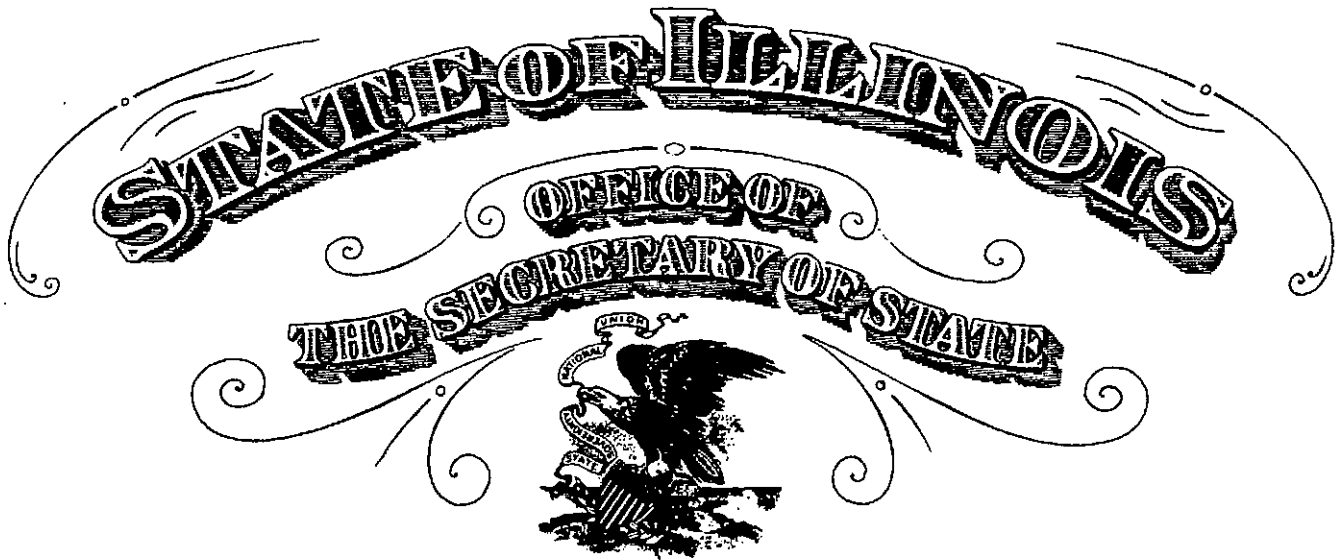
Charity Care information **MUST** be furnished for **ALL** projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3960/3) Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	2007	2008	2009
Net Patient Revenue	\$1,179,000	\$1,125,583	\$871,710
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

RAI CARE CENTERS OF ILLINOIS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 15, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of DECEMBER A.D. 2010 .



Jesse White

Authentication #: 1033502414
Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE
ATTACHMENT 1

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LIBERTY DIALYSIS HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF DECEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

4796855 8300

101200449



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8435256

DATE: 12-16-10
ATTACHMENT 1

113

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RA ACQUISITION CO., LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF DECEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4885663 8300

101172176

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8416382

DATE: 12-10-10

ATTACHMENT 1

114

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RENAL ADVANTAGE HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF DECEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

4623411 8300

101194975

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8431929

DATE: 12-15-10

ATTACHMENT 1



[SERVICES](#)
 [PROGRAMS](#)
 [PRESS](#)
 [PUBLICATIONS](#)
 [DEPARTMENTS](#)
 [CONTACT](#)

CORPORATION FILE DETAIL REPORT

Entity Name	RENAL ADVANTAGE HOLDINGS, INC.	File Number	67605632
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12/21/2010	State	DELAWARE
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	12/21/2010
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	MARK CAPUTO 7650 SE 27TH ST STE 200 MERCER ISLAND WA 98040
Agent City	SPRINGFIELD	Secretary Name & Address	RYAN PARDO SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000		

115A

ATTACHMENT 1



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

12/14/10

FILE: S025590

RAI CARE CENTERS OF ILLINOIS I, LLC
160 NORTH MAIN ST.
BREESE, IL. 62230

RE WELSH, CARSON, ANDERSON & STOWE X, L.P

DEAR SIR OR MADAM:

IT HAS BEEN A PLEASURE TO APPROVE AND FILE YOUR APPLICATION FOR ADMISSION TO TRANSACT BUSINESS THAT REGISTERED YOUR LIMITED PARTNERSHIP WITH THIS OFFICE ON 12/14/2010. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR VENTURE. PLEASE NOTE THE ASSIGNED FILE NUMBER MUST BE USED WHEN TRANSACTING ANY BUSINESS WITH THIS OFFICE.

WE ARE RETURNING THE FILED COPY OF THIS DOCUMENT TO YOU FOR YOUR RECORDS.

THIS OFFICE LOOKS FORWARD TO ASSISTING YOU IN THE FUTURE.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
BUSINESS SERVICES DEPARTMENT
LIMITED LIABILITY DIVISION
(217) 524-8008

ATTACHMENT 1

Form **LP 902**

June 2010

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 367
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order payable to Secretary of State. Please do not send cash.

Illinois Uniform Limited Partnership Act

Application for Certificate of Authority

SUBMIT IN DUPLICATE

Please type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *Jm*

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

S025590

FILE #:

This space for use by Secretary of State.

FILED

DEC 14 2010

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Partnership Name: Welsh, Carson, Anderson & Stowe X, L.P.

2. Alternate Assumed Name: _____

(By electing this Alternate Name, the Limited Partnership hereby agrees not to use its Company Name in the transaction of business in Illinois. Form LP 108 is attached.)

3. Address of designated office at which records required by Section 111 will be kept:

320 Park Avenue, Suite 2500

Street Address (P.O. Box alone is unacceptable.)

New York, NY 10022

City, State, ZIP

4. Federal Employer Identification Number (F.E.I.N.): 20-2810577

5. Limited Partnership formed in jurisdiction of: Delaware on: April 19, 2005, and validly exists there as a Limited Partnership on this file date. (Attach current Certificate of Existence from jurisdiction.)

6. Registered Agent: RAI Care Centers of Illinois I, L.L.C.

Name

Registered Office: 160 North Main St.

Street Address (P.O. Box alone is unacceptable.)

Breese

City (must be in Illinois)

62230

ZIP

7. The undersigned agree(s) to keep the records as detailed in item 3 until the Limited Partnership's registration in this state is cancelled or amended.

8. This is a Foreign Limited Liability Limited Partnership:

Yes No

9. Purpose(s) for which the Limited Partnership was organized and the purpose(s) that it proposes to conduct in the transaction of business in Illinois:

Private equity investments

10. Names and Addresses of all General Partners. If a General Partnership listed is not registered or qualified in Illinois, submit original Certificate of Good Standing dated within the last 30 days.

1.	<u>WCAS X Associates LLC</u> <small>General Partner Name</small> <hr/> <u>320 Park Avenue, Suite 2500</u> <small>Street Address</small> <hr/> <u>New York, NY 10022</u> <small>City, State, ZIP</small>	2.	<hr/> <small>General Partner Name</small> <hr/> <small>Street Address</small> <hr/> <small>City, State, ZIP</small>
3.	<hr/> <small>General Partner Name</small> <hr/> <small>Street Address</small> <hr/> <small>City, State, ZIP</small>	4.	<hr/> <small>General Partner Name</small> <hr/> <small>Street Address</small> <hr/> <small>City, State, ZIP</small>

11. This application is accompanied by a recently authenticated Certificate of Existence or similar record from the state or country where the applying entity is formed.

The original application to transact business must be signed by at least one General Partner. The undersigned affirms, under penalties of perjury, that the facts stated herein are true, correct and complete.

Dated: December 18, 2010



Signature

Jonathan Rather, Managing Member
Name and Title (type or print)

WCAS X Associates LLC
General Partner Name
If a corporation or other entity (must be in good standing)

**Signatures must be in black ink on an original document.
 Carbon copy, photocopy or rubber stamp signatures
 may only be used on conformed copies.**

December 16, 2010

Illinois Health Facilities and
Services Review Board
2nd Floor
525 West Jefferson Street
Springfield, Illinois 62761

To Whom It May Concern:

This letter confirms that WCAS X Associates LLC, located at 320 Park Avenue, Suite 2500, New York, New York 10022-6815, is the General Partner of Welsh, Carson, Anderson & Stowe X, L.P. If we can in any way provide assistance to your staff regarding this or any other issue relative to this application, please do not hesitate to contact me.

Sincerely,



Jonathan Rather
Managing Member
Welsh, Carson, Anderson & Stowe X, L.P.

OFFICE LEASE

THIS LEASE, made and entered into this 4th day of January, ~~2006~~²⁰⁰⁷ by and between INTEGRITY PROPERTIES, LLC, hereinafter for convenience referred to as LESSOR, having its principal place of business at 4805 Bear's Paw, Springfield, IL 62711, and RAI CARE CENTERS OF ILLINOIS II, LLC, hereinafter for convenience referred to as LESSEE, having its principal place of business at 115 East Park Drive, Suite 300, Brentwood, TN 37027.

1. **DEMISE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain space consisting of five thousand four hundred twelve (5,412) square feet which is located within an office building (the "Building") located at 1112 Centre West Dr., Springfield, Illinois 62704 and described on Exhibit A attached hereto and made a part hereof as Area 2 the ("Premises" or "Leased Premises"). Exhibit B is a visual drawing of the Leased Premises and common area of the entire Building. The land upon which the Building is located, all improvements thereon, and appurtenances hereto shall be referred to as the "Property".

2. **TERM.** The term of this Lease ("Term") is ten (10) years commencing at 12:00 A.M. on March 1, 2007, and ending at 12:00 o'clock midnight on February 28, 2017, or on such earlier date as this Lease may terminate by the terms hereof as hereinafter set forth, provided, however, that in the event any date herein referred to falls on a Sunday or a legal holiday, then this Lease shall terminate at 12:00 o'clock midnight at the end of the business day following the date herein referred to.

3. **RENT.** The base rent ("Base Rent") to be paid by Lessee to Lessor during the first two years of the Term shall be ninety-three thousand five hundred ninety-seven and 72/100 dollars (\$93,597.72) which shall be payable in equal monthly installments of seven thousand seven hundred ninety-nine and 81/100 dollars (\$7,799.81), in advance, on the first day of each calendar month during the Term, with the first installment due on the first day of March 2007, and an equal amount due on the same day of each calendar month thereafter during the Term.

Beginning on March 1, 2009 the Base Rent shall be increased on the first day of March each calendar year by four percent (4%) of the then current Base Rent.

The term "Lease Year" shall mean the twelve (12) month period beginning on the first day of the Term and terminating on the immediately preceding date of the next year and on those same dates each year thereafter during the Term.

Schedule of Rents:

		<u>Base Annual Rent</u>	<u>Base Monthly Rent</u>
3/1/07-2/29/08	Lease Year 1	\$93,597.72	\$7799.81
3/1/08-2/28/09	Lease Year 2	\$93,597.72	\$7799.81
3/1/09-2/28/10	Lease Year 3	\$97,341.63	\$8111.80
3/1/10-2/28/11	Lease Year 4	\$101,235.29	\$8436.27

3/1/11-2/29/12	Lease Year 5	\$105,284.71	\$8773.73
3/1/12-2/28/13	Lease Year 6	\$109,496.09	\$9124.67
3/1/13-2/28/14	Lease Year 7	\$113,875.94	\$9489.66
3/1/14-2/28/15	Lease Year 8	\$118,430.98	\$9869.25
3/1/15-2/29/16	Lease Year 9	\$123,168.21	\$10,264.02
3/1/16-2/28/17	Lease Year 10	\$128,094.94	\$10,674.58

Except as may otherwise be specifically provided in this Lease, it is the intention of Lessor and Lessee that the Base Rent herein specified shall be completely net to Lessor in each year during the Term of this Lease. Except as otherwise provided in this Lease, all costs, expenses and obligations of every kind relating to the Leased Premises which may arise or become due during the Term of this Lease (except those caused solely by the gross negligence or willful misconduct of Lessor) shall be paid by Lessee and Lessor shall be indemnified by Lessee against such costs, expenses and obligations, provided, however, that Lessee shall be under no obligation to pay interest or principal on any mortgage on the Lessor's property or any income tax payable by Lessor or any other costs specifically excluded as set forth herein.

All Taxes (as defined below), charges, fees, insurance premiums, costs and expenses which Lessee is required to pay under this Lease, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which Lessor may incur by reason of any default of Lessee or failure on Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent hereunder (hereinafter called the "Additional Rent"), and, in the event of nonpayment by Lessee within the cure periods provided below, Lessor shall have all rights and remedies with respect thereto as Lessor has for the nonpayment of the Base Rent.

4. **LESSEE'S PRO RATA SHARE.** Lessee shall pay its *pro rata* share of all Taxes (as defined in Section 14 below), insurance premiums (as described in Section 11 below), and Operating Costs (as defined in Section 19 below) as Additional Rent. Except as set forth in Section 17, Tenant's "*pro rata* share" is stipulated to be eighty-two and 4/10 percent (82.4%). Lessee shall pay its *pro rata* share of Taxes upon notice from Lessor as set forth in Section 14 below. Lessee shall pay its *pro rata* share of insurance expenses upon notice from Lessor as set forth in Section 11 below. Lessee shall pay an estimate of its *pro rata* share of Operating Costs in advance, in equal monthly installments at the time of the payment of Base Rent, based on Lessor's estimate of the Operating Costs for the calendar year in question. Lessee's estimated *pro rata* share of Operating Costs for the 2007 calendar year is \$30,000.00.

Within thirty (30) days after the end of each quarter (on or before April 30, July 30, October 30 and January 30 of each year) Lessor shall provide Lessee with a statement of such actual Operating Costs for such calendar quarter (the "Quarterly Statement"), which Quarterly Statement shall include all reasonable supporting documentation and the estimated Operating Costs for the upcoming quarter. Lessee, within thirty (30) days of receipt of the Quarterly Statement shall pay to Lessor any deficiency, which obligation shall survive the expiration or termination of this Lease. If the Quarterly Statement shows an overpayment by Lessee, then any surplus paid by Lessee shall be paid to Lessee within thirty (30) days following the date of such Quarterly Statement or if not paid during such time, Lessee may offset such amount against rent coming due.

Lessee shall have the right within sixty (60) days after receipt of the Quarterly Statement to review Lessor's record of Operating Costs. If Lessee's examination reveals an error has been made, and Lessor disagrees with the result thereof, Lessor shall have thirty (30) days to obtain an audit from an accountant of its choice. If Lessor's accountant and Lessee's accountant are unable to reconcile their results, both accountants shall mutually agree on a third accountant, whose determination shall be conclusive. If Lessee's accountant, or the third account, as applicable, determines that there is an overpayment, then Lessor shall promptly refund to Lessee the amount of such overpayment.

5. **LESSOR'S DUTIES.** (A) Anything herein contained to the contrary notwithstanding, Lessor covenants and agrees to maintain at its cost and expense the roof, structural supports, the foundation, and load bearing walls of the Building, and the other exterior portions of the Leased Premises.

(B) Lessor shall maintain the heating, air conditioning equipment, and hot water heaters in good repair, maintain insurance as set forth below, maintain the parking lot, driveways, and roadways, provide landscaping, lawn maintenance, periodic exterior window cleaning, debris removal, snow and ice removal, and if requested by Lessee, janitorial service, pest control, non-medical trash removal and security service. It is agreed and understood that the costs of all such services, including replacement, and insurance coverage shall be Additional Rent, subject to Section 4. Lessor shall not be liable to Lessee or Lessee's agents, employees and invitees for any damages resulting from failure to maintain same unless and until written notice of the existence and approximate location of any damage thereto has been received by Lessor or Lessor's agent and a reasonable time allowed for making needed repairs after receipt of said notice, or unless such damage is due solely to Lessor's gross negligence or willful misconduct.

6. **COVENANT TO PAY RENT.** Lessee shall pay Base Rent, any Additional Rent, and reimbursement of Operating Costs as herein required, to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, setoff, or recoupment of any type, kind, nature, or description unless otherwise provided herein.

A late payment fee equal to five percent (5%) of the base monthly installment shall be due if payment is not received by Lessor on the fifth day of the month the installment is due and such late charge shall increase to fifteen percent (15%) if payment is not received by Lessor on the tenth day of the month the installment is due. In addition, any sums remaining due after 30 days from the due date shall accrue interest at the rate of one and one-half percent (1½ %) per month for any month or partial month.

A late payment fee equal to five percent (5%) of the pro rata share reimbursement for Taxes, insurance premiums and Operating Costs, as described in Section 4 above, shall be added if reimbursement is not received by Lessor within ten (10) days of when Lessee receives an itemization of such expenses and shall increase to fifteen percent (15%) if payment is not received by Lessor within 20 days. In addition, any sums remaining due after 30 days from the due date shall accrue interest at the rate of one and one-half percent (1½ %) per month for any month or partial month.

7. **CARE AND REPAIR OF PREMISES.** Lessee shall commit no act of waste and shall take good care of the Premises including the fixtures and appurtenances therein and thereon and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of local, municipal, state and federal governmental agencies and entities and all departments thereof. Lessee shall at Lessee's own cost and expense, throughout the Term of this Lease, and so long as it shall remain in possession of the Leased Premises, keep and maintain in good repair, all portions thereof (except those items required to be maintained by Landlord as set forth in Section 5 above) including all fixtures, equipment, appurtenances and machinery therein which are brought into and become a part of the real estate, and all glass, including but not limited to plate glass, windowpanes, etc.; furthermore, Lessee shall keep the plumbing, closets, pipes and fixtures belonging thereto in good repair to the reasonable satisfaction of Lessor and of the municipal and any other governmental authorities during the Term. All necessary repairs, including but not limited to repairs due to normal wear and tear or repairs made necessary by Lessee or Lessee's agents, employees, visitors, or licensees (unless caused by the gross negligence or willful misconduct of Lessor, or its agents, employees or contractors), shall be made by, and paid for by, Lessee within thirty (30) days from the time said repairs were made necessary.

All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of the Lessor upon installation. No later than the last day of the Term of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which will not become the property of the Lessor, including movable paneling, partitions and similar items. Lessee shall repair all damage done by, or in connection with, the installation, or removal, of such property and improvements. Lessee shall surrender the Premises in good condition, reasonable wear and tear, and any damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors or licensees excepted. All property of the Lessee remaining on the Premises after the termination of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal at Lessor's demand and request.

All property of every kind which may be on the Leased Premises during the Term hereof shall be at the sole risk of Lessee or those claiming under Lessee and Lessor shall not be liable to Lessee or to any other person whomsoever for any injury, loss or damage to any such property in or upon said Leased Premises, and the entrances, sidewalks and walkways adjoining same, unless due solely to Lessor's or its agents' employees' or contractors' gross negligence or willful misconduct.

Lessee or its predecessors have been in possession of the Leased Premises for more than fifteen (15) years, are well acquainted with the condition of the Premises, and except as otherwise provided in this Lease accept the Leased Premises in "AS IS" condition.

8. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to, or on and about the Premises, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions and improvements of every type and description shall only be made in conformity with plans

and specifications approved by Lessor and any regulatory body or agency prior to the commencement of work.

9. **ACTIVITIES INCREASING FIRE INSURANCE RATES.** If Lessee shall do, or suffer to be done, anything on the Premises which would increase the rate of fire insurance on the Building, Lessee shall be responsible for such increase upon notice from Lessor together with evidence of such increase and the cause thereof.

10. **ACCUMULATION OF WASTE OR REFUSE.** Lessee shall not permit any accumulation of waste or refuse on the Leased Premises or cause any accumulation of waste or refuse anywhere near or in the Building.

11. **PROPERTY INSURANCE.** Throughout the Term, Lessee shall reimburse the Lessor as Additional Rent its pro rata share (according to Section 4) of the expense for a policy or policies of insurance against loss or damage to the Building in the amount of the full replacement cost thereof, against all perils included within the classifications of fire, extended coverage, vandalism, malicious mischief, loss of rents and special extended perils ("all risk" cause of loss - special form). It is understood and agreed that all insurance proceeds shall be paid to Lessor and that Lessee's pro rata share of any commercially reasonable deductible or self-insurance retention limit shall be paid to Lessor if a claim shall be made. Lessee's personal property and contents shall be separately scheduled and insured at Lessee's own expense. Insurance payable hereunder shall be paid to Lessor within 30 days after presentment of the insurance bill and calculation of Lessee's obligation.

12. **LIABILITY INSURANCE.** Lessee during the Term of this Lease shall keep the Leased Premises insured against the risks and hazards and with the coverage in amounts not less than those specified as follows:

(a) Commercial general liability insurance, with contractual liability endorsements, relating to the Leased Premises and its appurtenances and improvements on an occurrence basis with minimum levels of Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury, personal injury or death and One Million and No/100 Dollars (\$1,000,000.00) with respect to damage to property.

(b) Worker's compensation insurance covering all persons employed in connection with any work performed by Lessee or any repair or alteration authorized by this Lease or consented to by Lessor, and all employees and agents of Lessee with respect to whom death or bodily injury claims could be asserted against Lessor or Lessee as required by applicable law. Before undertaking any alteration, additions, improvements or construction, Lessee shall obtain at its expense a public liability insurance policy insuring Lessee and Lessor (as an additional insured) against any liability which may arise on account of such proposed alterations, additions, improvements or construction, on an occurrence basis with minimum limits as set forth above.

All of the aforesaid insurance required to be maintained by Lessee shall be written in the name of Lessee with Lessor and Lessor's lender (if Lessor requests and provides the Lender's information to Lessee) as additional insureds, and shall be written by one or more responsible insurance companies with a AM Best Insurance Guide rating of A or better and

authorized to do business in Illinois; all such insurance shall contain endorsements that such insurer will endeavor to provide thirty (30) days' prior written notice to Lessor prior to cancellation. Lessee shall give thirty (30) days' prior written notice to Lessor of any proposed cancellation. Lessee shall be solely responsible for the payment of the premiums therefor and Lessor (or its designee) shall not be required to pay any premium for such insurance. The minimum limits of commercial general liability policy of insurance shall in no way limit or diminish Lessee's liability hereunder. Lessee shall deliver to Lessor at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies secured by Lessee in compliance with its obligations hereunder. If Lessee fails to obtain and provide any or all of the aforesaid insurance, then Lessor may after the applicable notice and cure period, but shall not be required to, purchase such insurance on behalf of Lessee and add the costs of such insurance as Additional Rent due under this Lease.

13. **LESSOR PROTECTED FROM CLAIMS OR DAMAGES.** From and after the date hereof, Lessee covenants and agrees to defend and hold Lessor harmless against any and all claims, suits, damages or causes of action for damages, arising from the date hereof, and against any orders, decrees or judgments which may be entered in, as a result of any alleged injury to person and/or property or alleged loss of life sustained in or about the Leased Premises and the Building, if any, or upon the sidewalks, steps, railings, parking areas and approaches appurtenant thereto, by any person or persons whomsoever, except to the extent such shall result from the gross negligence or willful misconduct of Lessor or its agents, employee's or contractors or from a breach of this Lease by Lessor.

14. **TAXES, ASSESSMENTS, AND OTHER CHARGES.** Lessee covenants and agrees to pay and discharge as Additional Rent hereunder, within thirty (30) days after receipt of Lessor's bill therefor, its *pro rata* share of all real estate taxes, assessments, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are, during the Term hereby levied, charged, assessed or imposed upon or against the Building or the land on which the Building is located (collectively "Taxes"). Lessee shall also pay all taxes on Lessee's personal property and upon written request of Lessor, deliver to Lessor all receipts or duplicates thereof, within fifteen (15) days after payment evidenced thereby. Lessee shall remain liable for all such payments of Additional Rent whether or not it shall impose upon any sublessee the duty to assume all or a portion of any amount specified in this subsection.

Anything herein to the contrary notwithstanding "Taxes" shall not include any franchise, stock, excise, transfer or income tax of Lessor, or any estate, inheritance or death taxes with respect to Lessor's estate. If, at any time during the Term, under the laws of the United States or the State of Illinois or political subdivision thereof in which the Leased Premises are situated, a tax on rent or other charge by whatever name called, is levied, assessed or imposed against Lessor or the rent payable hereunder to Lessor as a substitute in whole or in part for the tax on real estate, Lessee, to the extent that such substitute tax or other charge relieves Lessee from the payments hereinbefore provided in the paragraph above, shall pay such tax or other charge within thirty (30) days after request by Lessor.

15. **ASSIGNMENT OR SUBLEASE.** Lessee shall not, without first obtaining the written consent of Lessor (which consent shall not be unreasonably withheld, conditioned or delayed), assign, mortgage, pledge or encumber this Lease, or the leasehold interest created

herein, in whole or in part, and Lessee shall not sublet the Premises, or any part thereof, without the express written prior consent of the Lessor (which consent shall not be unreasonably withheld, conditioned or delayed). This covenant shall be binding upon the Lessee, and all legal representatives of the Lessee, and every person to whom Lessee's interest unto this Lease passes by operation of law.

If such consent is required and requested by Lessee, then Lessor shall respond to Lessee's request within thirty (30) days after Lessor receives the request. Lessor's failure to respond timely shall be deemed an approval of the proposed transfer. Notwithstanding anything to the contrary contained in this Lease, Lessor's consent is not required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder (i) to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or any membership interests in Lessee or any parent of Lessee; or (ii) to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee or any parent of Lessee; or (iii) to any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Lessee.

16. COMPLIANCE WITH RULES AND REGULATIONS. Lessee shall observe and comply with all Rules and Regulations attached hereto and made a part hereof and with such further reasonable Rules and Regulations as the Lessor may prescribe on written notice to Lessee (so long as such Rules and Regulations do not conflict with the terms of this Lease), for the safety, care and cleanliness of the Building, the comfort, quiet and convenience of other occupants of the Building, and the Common Areas.

17. UTILITIES. Lessor shall furnish Lessee water, steam, sewer, heat, gas, and electricity. Lessee shall be responsible for ninety-five and 6/10 percent (95.6%) of such costs, including water and sewer rentals, and shall pay same as Additional Rent within thirty (30) days of receipt of an itemized bill from Lessor.

18. TELEPHONE & DATA SERVICES. Lessee shall be solely responsible for obtaining telephone, data, and/or internet service and all costs related thereto, including but not limited to equipment, installation of lines, line service, interface equipment, base charges, installation and maintenance of any other item or charge related to telephone, data, internet, or computer equipment and/or services.

19. COMMON AREA EXPENSES. So long as there is not an uncured default, Lessee shall be entitled to use, in common with its agents, employees, patients, invitees and other lessees of the Property, the Common Areas as designated from time to time by Lessor, subject to the terms of this Lease and the Rules and Regulations. "Common Areas" means all areas, improvements, space and equipment on or about the Property provided by Lessor for the common or joint use and benefit of all lessees and their employees, agents, licensees and invitees, and not leased or held for lease exclusively by any lessee, and all designated public areas on the Property, including without implied limitation, all entrances, exits, pedestrian walkways, parking lots, driveways, lawn and landscaped areas, lobby entrance ways, doorways, sliding glass doors, concourses, stairs, ramps, sidewalks, maintenance and utility rooms, closets, hallways, lobbies, common window areas, walls and ceilings in Common Areas, trash and rubbish areas, and public washrooms. Lessee shall pay its *pro rata* share of all Operating Costs.

As used herein, "Operating Costs" shall mean all costs and expenses Lessor incurs in connection with the maintenance and upkeep of the Common Areas, but shall in no event include the following: (i) costs associated with the operation of the business of the entity which constitutes the Lessor, as distinguished from the costs of Building operations (such as entity accounting and legal matters, cost of selling, syndicating, financing, mortgaging or hypothecating Lessor's interest in the Building, and costs of any disputes between Lessor and its employees); (ii) costs incurred in connection with the original construction of the Building or in connection with any major change in the Building; (iii) costs of capital nature, including, capital improvements, capital repairs, capital equipment and capital tools, all as determined in accordance with generally accepted accounting principles, consistently applied, except as set forth in Section 5 (B) above; (iv) depreciation, interest and principal payments on mortgages, and other debt costs; (v) cost of correcting defects in or inadequacy of the initial design or construction of the Building; (vi) costs resulting from the negligence of Lessor or its agents, or employees; (vii) legal fees, space planner's fees, real estate brokers' leasing commissions, and advertising expenses incurred in connection with the development or leasing of the Property; (viii) costs for which Lessor is reimbursed by any insurance carrier or any other party, including Lessee; (ix) any bad debt loss, rent loss, or reserves for bad debts or rent loss; (x) the portion of any wages of any employee, not attributable to work performed in connection with the Property or above the grade of building manager; (xi) fines, penalties, and interest, unless attributable to the acts or default of Lessee; (xii) ground rent, if any; (xiii) any recalculation of, or additional costs actually incurred more than two (2) years prior; (xiv) any costs resulting from Lessor's failure to comply with laws; (xv) expenses in connection with services or other benefits which are not provided to Lessee; (xvi) overhead and profit increment paid to Lessor or to subsidiaries or affiliates of Lessor for services to the Property to the extent the same exceeds the costs of such services rendered by unaffiliated third parties on a competitive basis; (xvii) expenses and costs not normally, in accordance with generally accepted accounting principles, included by landlords of first-class office buildings; (xviii) any cost due to Lessor's breach of this Lease; and (xix) office rent for or rental value of space in the Building used or furnished by Lessor to enhance, manage, operate and maintain the Property.

It is understood that all such amounts shall be reduced by all cash discounts, trade discounts, or quantity discounts received by Lessor in the purchase of any goods, utilities or services in connection with the operation and maintenance of the Property. Lessor agrees to keep books and records showing such costs in accordance with a system of accounts and accounting practices consistently maintained on a year- to-year basis.

20. CLEANING SERVICES. Lessee shall at Lessee's expense select, contract for, and provide, janitorial and cleaning services for Leased Premises. The company selected to provide cleaning services must be a reputable company and a company which insures against damage caused by its employees. Lessor shall not be responsible for any loss of or damage to property of Lessee or its employees caused by personnel of the janitorial service. In the event Lessee's cleaning services becomes disruptive to other lessees in the Building or conducts itself so unreasonably to create a public nuisance, Lessor may bar such cleaning services from the Premises.

21. DAMAGES OR DESTRUCTION TO BUILDING. In the event the Building is damaged by fire or other cause the following provisions shall apply:

(a) Lessee to Give Notice. In the event of any damage to or destruction of the Leased Premises or any part thereof, Lessee will give written notice thereof to Lessor describing the nature and extent of such damage or destruction.

(b) Total Destruction. In the event all of the Leased Premises or such portion thereof as makes the residue substantially unusable as a renal dialysis center by Lessee (as reasonably determined by Lessee and Lessor) is destroyed by fire or other casualty, (i) Lessor may promptly restore the Leased Premises as soon as reasonably possible to the condition of the same prior to such damage or destruction, in which event the rent payable hereunder shall abate until the completion of said restoration, or (ii) Lessor may terminate this Lease without penalty. All insurance proceeds received by Lessor pursuant to the provisions of this Lease, less the cost, if any, of the recovery of said proceeds, shall be applied to the payment for such restoration, if said restoration is elected by Lessor. Any balance of such proceeds thereafter remaining shall be payable to Lessor.

(c) Partial Destruction. In the event less than all of the Leased Premises or such portion thereof as makes the residue substantially unusable as a renal dialysis center by Lessee (as reasonably determined by Lessee and Lessor) is damaged or destroyed and/or the residue after damage or destruction of the Leased Premises remains of substantial commercial value to Lessee (as determined by Lessor), this Lease shall not terminate provided, however, that Lessor shall promptly proceed to restore the portion of the Leased Premises which was damaged or destroyed as nearly as possible to its condition prior to such damage or destruction. All insurance proceeds received by Lessor or Lessee pursuant to provisions of this Lease, less the cost, if any, of the recovery of said proceeds shall be applied to the payment for such restoration and any balance thereafter remaining shall be paid to Lessor. The rent payable hereunder shall be equitably reduced by Lessor in proportion to the portion of the Leased Premises which has been damaged or destroyed until the completion of the renovation thereof.

(d) Termination Upon Damage or Destruction. Notwithstanding anything in this Lease to the contrary, the following provisions for cancellation of this Lease apply. If more than fifty percent (50%) of the Leased Premises is so damaged or the damage occurs in the last year of the Term, either Lessor or Lessee may cancel this Lease on thirty (30) days' notice and rent shall be apportioned as of the date of the casualty. If a registered engineer or architect jointly acceptable to Lessor and Lessee determines that in his opinion the damage to the Leased Premises cannot be repaired so as to substantially restore the Leased Premises to their former condition within 180 days after such fire or casualty, then Lessor or Lessee may terminate this Lease by providing notice to the other party within 60 days of the date of damage. If the Leased Premises are required to be repaired by Lessor, but are in fact not restored to substantially the same condition as prior to such fire or casualty within 180 days after such occurrence; then this Lease may be terminated by Lessee, and rent shall be apportioned as of the date of casualty.

22. WAIVERS OF SUBROGATION ESTOPPEL CERTIFICATE. Notwithstanding the provisions under Section 7, in any event of loss or damage to the Building, the Leased Premises or any contents, each party shall look first to any insurance in its favor before making any claim against the other party. To the extent possible without additional cost, each party shall obtain a policy of such insurance, including provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance,

and each party, to such extent permitted, for itself and its insurers, waives all such insured claims against the other party. Lessor and Lessee agree that each of them will at any time and from time to time, but not more than twenty (20) days after written request by either of them to the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been such modifications, that the same is in full force and effect as modified, and stating the modification) and the date to which the rental and other charges have been paid in advance, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the fee, mortgagee or assignee of any mortgage upon the fee or leasehold interest in the Leased Premises or by the assignee of the Lessee if such assignment is permitted by the Lessor as otherwise herein required.

23. **EMINENT DOMAIN.** If the Premises, or any part thereof, or any estate therein, or any other part of the Building, shall be taken by eminent domain, this Lease shall terminate on the day when title vested pursuant to such taking. The rent, including any Additional Rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Lessee. The Lessee shall not be entitled to any part of the award for such taking, or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

24. **ADDITIONAL DEFAULTS.** In addition to nonpayment or nonperformance as specified in this Lease, the following shall be deemed events of default:

(a) If at any time during the Term herein there shall be filed by or against Lessee, or against any successor Lessee then in possession, in any court pursuant to any petition in bankruptcy, alleging an insolvency, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed; provided that if any of the foregoing is commenced against Lessee, the same has not been dismissed within ninety (90) days;

(b) If Lessee shall abandon the Leased Premises for a period of thirty (30) or more consecutive days (except in cases of remodeling or repair, and provided that Lessee shall not be deemed to have abandoned the Premises so long as rent is paid); or

(c) If this Lease or the estate of Lessee hereunder shall be transferred or passed to or devolve upon any other person, firm, association or corporation, except with Lessor's consent and except as otherwise permitted herein.

25. **LESSOR'S REMEDIES ON DEFAULT.** Upon any default by Lessee (beyond applicable cure periods), Lessor may take any one or more of the remedial steps described below, notwithstanding any other provision of this Lease:

(a) Lessor may, at its option, declare all installments of Base Rent as adjusted at the time of the default for the remainder of the Term, to be immediately due and payable, to the extent of their then-present value, whereupon the same shall become immediately due and payable.

(b) Lessor may re-enter and take possession of the Leased Premises and improvements without terminating this Lease, and sublease in their entirety the same for the account of Lessee, holding Lessee liable for the difference in the rent and other amounts actually paid by such sublessee in such subletting and the rents and other amounts payable by Lessee hereunder.

(c) Lessor may terminate the Term, exclude Lessee from possession of the Premises and improvements and will use Lessor's best efforts to lease the same to another for the account of Lessee, holding Lessee liable for all rent and other amounts payable by Lessee hereunder (less than amounts received as a result of Lessor's reletting, if any).

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of Lessee under this Lease, and in connection with such actions, to recover any or all damages to Lessor for Lessee's violation or breach of this Lease.

(e) Lessor may distrain any and all of Lessee's property and hold the same as payment of sums under this Lease; such distraint may be by self help or legal process.

(f) In the event that Lessor shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to Lessor the reasonable value of said attorneys' fees, and any other expenses incurred by Lessor as a result of such default.

(g) No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission by Lessor to exercise any right or power accruing upon any default of Lessee shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by Lessor at any time, from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Section 25, it shall not be necessary to give any notice, other than such notice as is herein expressly required by this Lease.

26. **DEFICIENCY.** In any case where the Lessor has recovered possession of the Premises by reason of the Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise changed or prepared for reletting. The Lessor may relet the Premises or any part thereof as agent of the Lessee for a term or terms to expire prior to or at the same time as, or subsequent to, the original expiration date of this Lease, at Lessor's option, and Lessor shall be entitled to receive the rent therefor. Any rent so received shall first be applied to the payment of such expenses as Lessor may have incurred in connection with the recovery of the property and recovery of possession, redecorating, altering, dividing, consolidating, or otherwise changing and preparing the Premises for reletting, including brokerage fees and commissions and reasonable attorney's fees.

Thereafter, any such rents received shall be applied to the payment of damages in amount equal to the rent herein reserved to Lessor and to the cost and expenses of the performance of any other covenants of Lessee as provided by this Lease and by Lessee's default made necessary or desirable for Lessor to perform on Lessee's part. Lessee agrees in any such case, whether or not the Lessor has relet, to pay Lessor damages equal to the rent or other sums agreed in this Lease to be paid by Lessee to the Lessor, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by the Lessee on the periodic rent days specified in this Lease. In reletting the Premises, Lessor may grant rent concessions and Lessee shall not be credited therewith. No such reletting shall constitute a surrender and acceptance, or be deemed evidence thereof. If the Lessor elects pursuant to the terms of this Lease to actually occupy and use the Premises, or any part thereof, during the balance of the Term, there shall be allowed against the Lessee's obligation for rent or damages during the Lessor's occupancy the reasonable value of such occupancy, not to exceed the rent reserved to the Lessor herein, and the Lessor's occupancy shall not be construed as a relief of Lessee's liabilities and obligations under this Lease.

Lessee waives any and all rights of redemption to which the Lessee or any person claiming under or through the Lessee might be entitled by law now or hereafter in force.

The Lessor's remedies under this Section are in addition to any remedy supplied or allowed by law.

27. NO WAIVER OF COVENANTS OR CONDITIONS; AMENDMENT. The failure of any party to this Lease to insist on the strict performance of any covenant, condition or provision of this Lease, or the exercise of any option herein contained, shall not be construed as a waiver of such covenant, condition, provision or option in any other instance. This instrument shall not be changed, modified or terminated orally, and any understanding of the parties deviating from the expressed terms hereof shall be in writing and signed by the party to be charged.

28. THE COLLECTION OF RENT FROM ANY OCCUPANT. If the Leased Premises are sublet or occupied by anyone other than the Lessee, and the Lessee is in default hereunder, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, sublessee, or occupant and apply the net amount collected to the rent herein reserved. No such collection shall be deemed a waiver of the covenant herein against assignment or subletting or the acceptance of such assignee, sub, or occupant as Lessee or a release of the Lessee from further performance of the covenants herein contained.

29. SUBORDINATION OF LEASE. This Lease shall be subject and subordinate to the mortgages and trust deeds that may now affect this Lease or the Property and also to all renewals, modifications, consolidations, and replacements of such mortgages and trust deeds. This Lease shall also be subject and subordinate to any mortgage or trust deed which may hereafter affect the Premises or Property; provided, however, that Lessee receives a non-disturbance agreement in form reasonably acceptable to Lessee. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of such mortgages or trust deeds so long as it is reasonably acceptable to Lessee.

30. **RIGHT TO CURE LESSEE'S BREACH.** In the event the Lessee breaches any covenant or condition of this Lease, Lessor may, upon reasonable notice to the Lessee (except that no notice need be given in the case of emergency), cure such breach at the expense of the Lessee. The reasonable amount of all expenses, including attorney's fees incurred by the Lessor in so doing, shall be deemed Additional Rent payable upon demand.

31. **MECHANICS' LIENS.** In the event Lessee makes any improvements to the Leased Premises, Lessee shall not permit any liens to attach to Lessor's interest in the Premises. If any mechanic's lien or other lien or order for the payment of money shall be filed against Lessor other than for work ordered by Lessor or other lessees of the Property, or the Leased Premises or Building by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Leased Premises, or for or by reason of any change, alteration or addition by the Lessee, or the cost or expense thereof or any contract relating thereto, then Lessee shall, within thirty (30) days after the filing of any such lien, cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and save harmless Lessor from any claim or damage resulting therefrom. If Lessee fails to keep this covenant, in addition to any other remedies available to Lessor under this Lease or otherwise, Lessor may at its option discharge such lien, in which event Lessee agrees to pay Lessor, within five (5) days of demand, a sum equal to one hundred percent (100%) of the amount of the lien thus discharged by Lessor plus Lessor's reasonable attorney's fees.

32. **RIGHT TO INSPECT AND REPAIR.** The Lessor may, but shall not, except as required by the terms of this Lease, be obligated to enter the Premises at reasonable times at reasonable intervals and upon reasonable notice to the Lessee (except that no notice need be given in case of emergency) for the purpose of making inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises or the Building, as the Lessor deems necessary or desirable but Lessor shall use best efforts to minimize interference with Lessee's business and patients. The Lessee shall have no claim or action against the Lessor by virtue of the exercise of such right. In the event Lessee secures any private room or office by lock-key or combination, such lock shall be installed at Lessee's expense and such lock shall be of a kind, style and type approved by Lessor. Further, Lessee shall promptly provide to Lessor a key or the combination (and each change thereof), for purposes of inspection, repairs and janitorial services.

33. **INTERRUPTION OF SERVICES OR USE.** Any interruption or curtailment of any service maintained in the Building and provided to the Lessee for the benefit of the Leased Premises, if caused by strikes, mechanical difficulties or failures, or any causes beyond the Lessor's control, whether similar or dissimilar to those enumerated, shall not entitle the Lessee to any claim against the Lessor, or to any abatement in rent and shall not constitute a constructive or partial eviction unless the Lessor fails to take such measures as may be reasonably required in the circumstances to restore the service without undue delay. If the Premises are rendered unleaseable in whole or in part for a period of five (5) business days or more, by the making of such repairs, replacements or additions other than those made with the Lessee's consent, or caused by the misuse or neglect by the Lessee or

the Lessee's agents, servants, visitors or licensees, then there shall be an apportionment and abatement of the rent during such period of unleaseability.

34. **THE CONDITIONS OF LESSOR'S LIABILITY.** Lessee shall not be entitled to claim a constructive eviction from the Premises unless the Lessee shall have first notified the Lessor in writing of the condition or conditions giving rise to the claimed constructive eviction and, if the complaints be justified, unless the Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions complained of and noticed.

35. **RIGHT TO THE SHOW OF THE PREMISES.** Lessor reserves the right to show the Premises to prospective purchasers, mortgagees, and, during the last twelve (12) months prior to the termination of this Lease, to prospective Lessees during business hours, on reasonable notice to the Lessee but Lessor shall use best efforts to minimize interference with Lessee's business and patients.

36. **COMPLETE AGREEMENT.** No representation or promise shall be binding upon any party hereto except those contained herein or in such future writing signed by the party to be charged, making such representation or promise.

37. **QUIET ENJOYMENT.** The Lessor covenants that if, and so long as, Lessee pays the rent and any Additional Rent as herein provided for and reserved to the Lessor, and performs the covenants herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the terms and conditions and provisions of this Lease.

38. **WAIVER OF JURY TRIAL.** To the extent that such a waiver is permitted by law, the parties waive trial by jury and any action or proceeding brought in connection with this Lease or the Leased Premises.

39. **PARAGRAPH AND SECTION HEADINGS.** The headings contained in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

40. **APPLICABILITY TO HEIRS AND ASSIGNS.** The terms and conditions of this Lease shall apply to, be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, legal representative and assigns. It is understood that the term "Lessor" as used in this Lease means only the owner or mortgagee in possession of the Building, so that, in the event of any sale of the Building, or if the mortgagee shall take possession of the Premises, the Lessor named herein shall be, and is, entirely freed and relieved of all covenants and obligations of the Lessor hereunder accruing thereafter and shall be deemed without further agreement that the purchaser of the Building, or the mortgagee in possession shall have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor contained in this instrument, and any modifications hereof made in writing, signed by the parties to be charged.

41. **USE OF THE LEASED PREMISES.** Lessee may use the Leased Premises as offices and space to perform dialysis and related medical procedures; provided, however, that such use shall not constitute a public or private nuisance or violate any applicable law, ordinance or regulation.

42. **HAZARDOUS SUBSTANCES.** As used below, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos, PCB's, mixtures of hazardous waste and source, special nuclear or byproduct material, solvents, nuclear isotopes, and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any applicable local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, those which are specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as codified at 42 U.S.C. § 9601, et seq. (1982) ("CERCLA"), Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq. the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq. or any state lien or state superlien or environmental clean-up statutes, and as amended or recodified, (all such laws, rules and regulations are referred to collectively as "Applicable Environmental Laws"). Lessee warrants, represents and covenants as follows:

- (i) Lessee is not, to the best of its knowledge, in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any Applicable Environmental Laws;
- (ii) Lessee has not obtained, and is not required to obtain, any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Premises by reason of any Applicable Environmental Laws; or, if Lessee is so required, such permits, licenses or similar authorizations have been obtained. Lessee shall provide Lessor with any and all relevant information regarding Lessee's activities with respect to Hazardous Substances and Lessee's compliance with Applicable Environmental Laws upon thirty (30) days written request therefor from Lessor.
- (iii) The use which Lessee intends to make of the Leased Premises will not result in the disposal or other release of any oil, toxic or Hazardous Substances or solid waste on or to the Leased Premises in violation of any Applicable Environmental Law;
- (iv) No personal or real property owned or leased by Lessee, to the best of its knowledge, is subject to any private or governmental lien or judicial or administrative notice or action, relating to Hazardous Substances or environmental problems, impairments or liabilities, or the direct or indirect violation of any Applicable Environmental Laws;
- (v) Lessee shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Premises in violation of any Applicable Environmental Law, and shall comply in all material respects with all Applicable Environmental Laws affecting the Premises;
- (vi) Lessee shall immediately notify Lessor should Lessee become aware of (1) any Hazardous Substance or other environmental problem or liability with

respect to the Premises, or (2) any lien, action, or notice of the nature described in subparagraph (v) above. Provided any such problem, liability, lien, action, or notice was caused by or is a result of actions by Lessee, or those under the control of Lessee, Lessee shall, at Lessee's own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Premises as soon as practicable; which clean-up shall include all removal, containment and remedial actions in accordance with all Applicable Environmental Laws (and in all events in a manner satisfactory to Lessor), and Lessee shall further pay or cause to be paid at no expense to the Lessor all clean-up, administrative, and enforcement costs of applicable government agencies which may be asserted against the Premises, Lessor or any other owner thereof, or any lender of Lessor. With regard to the situations described in the preceding sentence, all costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including reasonable attorney fees and disbursements) and any and all other incidental costs which are incurred by or asserted against Lessor, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding shall be paid by Lessee to Lessor as incurred within ten (10) days after notice from Lessor itemizing the amounts incurred to the date of such notice. Lessee does hereby agree to pay any fines, charges, fees, expenses, damages, losses, liabilities, costs of clean-up, or response costs arising from or pertaining to any such Applicable Environmental Laws as a result of any of its own, or of someone under its control, actions, negligence, events, or circumstances and to indemnify and hold Lessor harmless therefrom.

All warranties, representations and covenants of Lessee above shall be continuing and shall remain true and correct in all material respects and shall survive the expiration of this Lease and/or any exercise of any remedy by Lessor hereunder, including the termination of this Lease. It shall, at the option of the Lessor, be a default should any of the representations warranties, or covenants be or become untrue or misleading or should the Premises become subject to any claim, notice, or action of a nature described above due to Lessee's fault.

Notwithstanding anything to the contrary contained herein, Lessor represents and warrants that as of the commencement of the Term of this Lease, it has no knowledge of any Hazardous Material other than those used in the ordinary course of the dialysis' facility business of whatever nature at the Leased Premises or the land upon which the Leased Premises are located. In the event that Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers are found to be present at the Premises (or land upon which the Premises are located,) and such event is due solely to Lessor's actions, Lessor will assume full responsibility and liability for remediation of same in accordance with all Applicable Environmental Laws, and will indemnify, defend and hold Lessee harmless from any and all claims and criminal and/or civil liability as a result of the existence of said Hazardous Materials, except as to any Hazardous Material released onto the Premises (or land upon which the Premised are located) by Lessee.

47. **APPLICABLE LAW.** This Lease shall be construed under and enforced in accordance with the laws of the State of Illinois.

48. **ALL GENDERS AND NUMBERS INCLUDED.** Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

49. **TIME OF THE ESSENCE.** It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

50. **SHORT FORM LEASE.** The parties will at any time at the request of either one, execute duplicate originals of any instrument in recordable form which will constitute a short form Lease or memorandum of Lease setting forth the description of the Leased Premises and the Term of this Lease so that it will not be necessary to record this Lease in its entirety.

51. **MERGER AND AMENDMENT.** Lessee acknowledges and agrees that all prior statements, representations, agreements and assurances made by the parties are merged into this Lease and that, except as herein provided, this Lease contains the entire agreement of the parties, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

52. **ACTS OF GOD.** In any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of such delay.

53. **GUARANTY.** RENAL ADVANTAGE INC. ("Guarantor") represents that it is the sole owner of RAI Care Centers Holdings II, LLC, and that RAI Care Centers Holdings II, LLC is the sole owner of RAI CARE CENTERS OF ILLINOIS II, LLC, and to induce INTEGRITY PROPERTIES, LLC to enter into this Lease, the Guarantor, RENAL ADVANTAGE INC. does hereby, without reservation, guarantee each and every obligation of the Lessee set forth herein including, but not limited to, the prompt and punctual payment of Base Rent, Additional Rent, Operating Costs, and any other sums whatsoever due hereunder.

Notwithstanding anything herein to the contrary, the Landlord agrees to copy the Guarantor with respect to any notice of default given to the Tenant under the Lease pursuant to which the Landlord desires to make a claim hereunder or exercise remedies under the Lease and no obligation of the Guarantor hereunder shall be due until any applicable Tenant's notice and cure period has expired.

THIS INSTRUMENT WAS EXECUTED ON THE 4th DAY OF January, 2007.

LESSOR:

INTEGRITY PROPERTIES, LLC
4805 Bear's Paw
Springfield, IL 62711

By:

Joseph S. Oettel
Joseph S. Oettel, Member-Manager

LESSEE:

RAI CARE CENTERS OF ILLINOIS II, LLC
115 East Park Drive, Suite 300
Brentwood, TN 37027

By:

Michael Klein
Michael Klein
Print Name
President
Title

GUARANTOR:

RENAL ADVANTAGE INC.
115 East Park Drive, Suite 300
Brentwood, TN 37027

By:

Michael Klein
Michael Klein
Print Name
President
Title

RULES AND REGULATIONS

1. Lessee, Lessee's employees, customers, clientele, guests, invitees or visitors shall not loiter in the entrances or corridors, or in any way obstruct the sidewalks, entry passages, halls, or stairways, and shall use the common areas only as means of passage to and from the respective offices.
2. Lessee, Lessee's employees, customers, clientele, guests, invitees or visitors shall not smoke in any interior area of the Building.
3. Doors, windows, glass doors, and skylights that reflect or admit light into the halls or other common areas of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purposes other than those for which they were constructed, and no rubbish or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Lessee shall not mark, paint, drive nails into, screw or drill into, or in any way deface, the walls, ceilings, partitions, floors, wood, stone, or ironwork, except for hanging of pictures in the appropriate manner and installation of tenant fixtures and equipment. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by any Lessee who has caused such breakage, stoppage, or damage.
4. No sign, advertisement, or notice shall be inscribed, painted or fixed to any part of the Building that does not conform with the general architectural scheme of the Leased Premises. The design and location of any such sign(s) must be approved by Lessor prior to the installation thereof which approval Lessor shall not unreasonably withhold, condition or delay.
5. Electric wiring of every kind shall be routed throughout the Premises and connected as directed by Lessor, and no boring or cutting for wires will be allowed except with the consent of Lessor. The location of telephones, call boxes, and other communication equipment shall be prescribed by Lessor, after consultation with Lessee.
6. Lessor shall prescribe the weight and size of all large furniture or other large personal property brought into the Building, and the position of any equipment weighing more than 300 pounds, and also the times of moving such property in and out of the Building. All moving must be done under the supervision of Lessor. Lessor will not be responsible for any loss or damage to any property from any cause, but all damage done to the Building by moving or maintaining the property shall be repaired at the expense of Lessee.
7. Lessee shall not place any locks on any door in the Building without the prior written consent of Lessor. A key or the combination shall be promptly furnished by Lessee for each lock in the Leased Premises. All keys must be surrendered to Lessor on termination of this Lease. Lessee shall keep a written record of all persons who have key to Premises and shall provide Lessor with an up to date copy of written record to Lessor upon request.

8. Lessor shall not be responsible for any loss of, or damage to, property of Lessee or its employees caused by personnel of the janitorial/cleaning service.

9. Lessee and its employees shall not create or permit unreasonably loud or distracting noises in the Building, or otherwise disturb or interfere with other Lessees, throw anything out of windows or doors, place anything on window sills, or bring into, or keep within the Building any bicycle, motorcycle, or other vehicle, or any animal, except trained seeing-eye or hearing-ear dogs.

10. All freight must be moved into and out of the Building under the supervision of Lessor and according to such regulations as may be posted in the office of the Building, but Lessor will not be responsible for loss of or damage to such freight from any cause.

11. The requirements of Lessee relating to the Premises will be attended to only on application by Lessee to Lessor, or Lessor's designated representative. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the building office, and all work required of Lessor's employees should be initiated through Lessor.

12. Additional window shade or covering desired by Lessee shall be put up at Lessee's expense and must be of such uniform shape, color, material, and style as may be prescribed by Lessor. No awnings will be allowed on the outer surfaces of the Building.

13. At any time while the Building is in charge of a security guard, any person entering or leaving the Building may be questioned by him as to his business in the Building, and anyone not satisfying the guard of his right to enter the Building may be excluded.

14. Canvassing, peddling, or soliciting on the Premises is prohibited, and it is the duty of Lessee to exercise all due effort to discourage this activity.

15. The Leased Premises shall not be used at any time by Lessee or Lessee's employees, invitees, agents, or customers, for lodging or sleeping purposes.

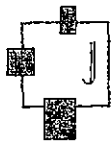
16. Lessee shall not suffer any person within his employ or control to operate any radio, television or other audible device at a volume level which does, or may, cause any nuisance or interference with any other occupant in the Building.

17. Lessee acknowledges that all parking spaces are unassigned and will be used in cooperation with other lessees of the Building.

18. Lessee shall permit no abandoned or stored vehicles to remain on the parking lot; a vehicle will be deemed abandoned if it remains on the parking lot for more than seventy-two (72) hours without having been moved.

19. Lessor reserves the right to make such other and further rules and regulations as in Lessor's judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in, the Building.

Exhibit A.



JOHN SHAFER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS

December 15, 2006

Mr. Joe Oettel
Integrity Properties, LLC
4805 Bear's Paw Ct.
Springfield, Illinois 62707

**Re: 1112 Centre West
Springfield, Illinois**

Dear Joe,

Based upon the floor plan, we have come up with the following square foot calculations:

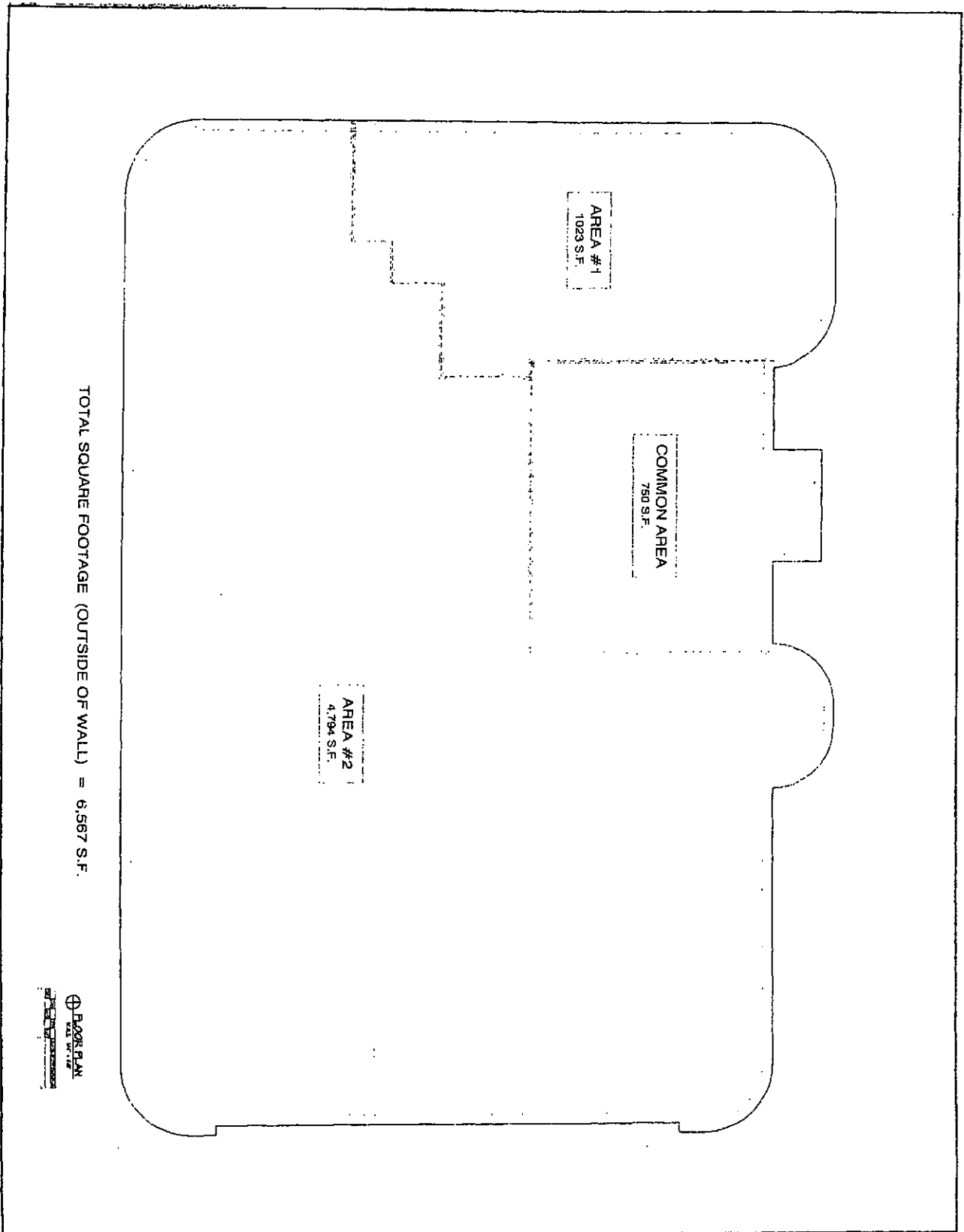
Space	sf	caf	total
Area 1	1,023 sf	+ 132 sf	= 1,155 sf
Area 2	4,794 sf	+ 618 sf	= <u>5,412 sf</u>
Total			= 6,567 sf

Please feel free to contact me at your convenience.

Sincerely,

John Shafer - AIA

Exhibit B.



⊕ FLOOR PLAN
SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE:
AREA #1: 1023
COMMON AREA: 750
AREA #2: 4794
TOTAL: 6567

ATTACHMENT 2

142

PROJECT:	
LINDA L. AND DAVID S. ELLIOTT 1111 CENTER STREET, SUITE 201/E SPRINGFIELD, ILLINOIS 62705	
ARCHITECT:	
JOHN SWANER & ASSOCIATES, INC. 1204 S. 4TH STREET SPRINGFIELD, ILLINOIS 62705 (217) 744-0936	
PERMISSION NO. FOR CONSTRUCTION:	
NO.	DATE
2	10/1/05

FIRST AMENDMENT TO OFFICE LEASE

This agreement made and entered into this 1st day of July, 2008, by and between INTEGRITY PROPERTIES, LLC, hereinafter for convenience referred to as "Landlord" and RAI CARE CENTERS OF ILLINOIS II, LLC, hereinafter referred to as "Tenant",

WITNESSETH:

WHEREAS on January 4, 2007, the Landlord and Tenant executed a signed contract to lease office space located at 1112 Centre West Dr., Springfield, IL 62704; and,

WHEREAS the Tenant now desires to increase the amount of leased office space Three Hundred Ninety-one (391) square feet effective August 1, 2008; and,

WHEREAS the parties desire to reduce to writing an agreement reflecting the appropriate figures, numbers, percentages and reimbursements to be made by the Tenant to the Landlord; and,

WHEREAS the Landlord has caused the actual area of the property to be diagramed, measured and articulated by an architect, John Schafer & Associates, Inc., a copy of whose drawings dated June 24, 2008 are attached hereto marked Exhibit A and by this reference made a part hereof; and,

WHEREAS the parties hereto intend that this agreement and addendum to the lease amends the Office Lease dated January 4, 2007, but only in accordance with the terms hereof, and shall not affect the remaining undertakings, terms, conditions and responsibilities as set forth in the original Office Lease.

IT IS THEREFORE in consideration of \$1.00 in hand paid to each party to the other agreed by and between Landlord and Tenant as follows:

1. That Exhibit A attached hereto accurately depicts the floor plan and occupancy of the Tenant in the office building located at 1112 Center West Dr., Springfield, IL 62704 effective August 1, 2008; that the revised percentage of occupancy of the Tenant as of August 1, 2008 is 88.4%, including the Tenant's share of the common areas; that the revised square footage upon which the rents are to be calculated is Five Thousand Eight Hundred Three (5,803) square feet, which is composed of Five Thousand One Hundred Forty (5140) square feet of the Tenant's exclusive occupancy, and 88% of the common area being Six Hundred Sixty-three (663) square feet (750 sq ft X 88.4%).

2. The parties agree the revised Base Rent effective August 1, 2008 is One Hundred Thousand Three Hundred Fifty-nine and 86/100 dollars (\$100,359.86) payable in equal monthly installments of Eight Thousand Three Hundred Sixty-three and 32/100 dollars (\$8363.32) on the first day of each month.

3. Effective August 1, 2008, Section 3 RENTS of the Office Lease dated January 4, 2007 shall be amended by deleting the "Schedule of Rents" and replacing it with the following revised "Schedule of Rents":

		Base Annual Rent	Base Monthly Rent
3/1/07-2/29/08	Lease Year 1	\$93,597.72	\$7799.81
3/1/08-7/31/08	Lease Year 2	\$93,597.72	\$7799.81
8/1/08-2/28/09	Lease Year 2	\$100,359.86	\$8363.32
3/1/09-2/28/10	Lease Year 3	\$104,374.25	\$8697.85
3/1/10-2/28/11	Lease Year 4	\$108,549.22	\$9045.77
3/1/11-2/29/12	Lease Year 5	\$112,891.19	\$9407.60
3/1/12-2/28/13	Lease Year 6	\$117,406.84	\$9783.90
3/1/13-2/28/14	Lease Year 7	\$122,103.11	\$10,175.26
3/1/14-2/28/15	Lease Year 8	\$126,987.24	\$10,582.27
3/1/15-2/29/16	Lease Year 9	\$132,066.73	\$11,005.56
3/1/16-2/28/17	Lease Year 10	\$137,349.40	\$11,445.78

3. Effective August 1, 2008, Section 4 LESSE'S PRO RATA SHARE of the Office Lease dated January 4, 2007 shall be amended by deleting the figure "eighty

two and 4/10 percent (82.4%)” in lines 4-5 and replacing it with “eighty-eight and 4/10 percent (88.4%)”.

4. Effective August 1, 2008, Section 17 UTILITIES of the Office Lease dated January 4, 2007 shall be amended by deleting the figure “ninety-five and 6/10 percent (95.6%)” in line 2 and replacing it with “one hundred percent (100%)”.

5. The parties otherwise reaffirm all the terms and conditions of the original Office Lease dated January 4, 2007, except as modified by this further agreement and amendment.

6. Each signatory warrants that he or she has full authority to execute this agreement on behalf of his/her principal.

THIS INSTRUMENT WAS EXECUTED ON THE 1ST DAY OF JULY 2008.

Landlord: INTEGRITY PROPERTIES, LLC
4805 Bear's Paw
Springfield, IL 62711

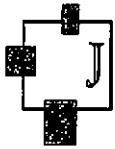
By: Joseph S. Oettel
Joseph S. Oettel-Member Manager

RAI CARE CENTERS OF ILLINOIS II, LLC
115 East Park Dr, Suite 300
Brentwood, TN 37027

By: Dean M. Weiland

Dean M. Weiland
Print Name

COO
Title



JOHN SHAFER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS

June 24, 2008

Mr. Joe Oettel
Integrity Properties, LLC
4805 Bear's Paw Ct.
Springfield, Illinois 62707

**Re: 1112 Centre West
Springfield, Illinois**

Dear Joe,

Based upon the floor plan, we have come up with the following square foot calculations:

Space	sf	caf	total
Area 1	677 sf + 87 sf =		764 sf
Area 2	5,140 sf + 663 sf =		<u>5,803 sf</u>
Total			= 6,567 sf

Please feel free to contact me at your convenience.

Sincerely,

Steve Warren - AIA

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SECOND AMENDMENT TO OFFICE LEASE

This agreement made and entered into this 30 day of September, 2009, by and between INTEGRITY PROPERTIES, LLC, hereinafter for convenience referred to as "Landlord" and RAI CARE CENTERS OF ILLINOIS II, LLC, hereinafter referred to as "Tenant",

WITNESSETH:

WHEREAS on January 4, 2007, the Landlord and Tenant executed a signed contract to lease office space located at 1112 Centre West Dr., Springfield, IL 62704, and was amended by the FIRST AMENDMENT TO OFFICE LEASE dated July 1, 2008; and,

WHEREAS the Tenant now desires to increase the amount of leased office space Seven Hundred Sixty-four (764) square feet effective October 1, 2009; and,

WHEREAS the parties desire to reduce to writing an agreement reflecting the appropriate figures, numbers, percentages and reimbursements to be made by the Tenant to the Landlord; and,

WHEREAS the Landlord has caused the actual area of the property to be diagramed, measured and articulated by an architect, John Schafer & Associates, Inc., a copy of whose drawings dated June 24, 2008 are attached hereto marked Exhibit A and by this reference made a part hereof. The additional space is marked on Exhibit A as Area #1 plus the *pro-rata* share of the Common Area; and,

WHEREAS the parties hereto intend that this agreement and addendum to the lease amends the Office Lease dated January 4, 2007, but only in accordance with the terms hereof, and shall not affect the remaining undertakings, terms, conditions and responsibilities as set forth in the original Office Lease.

IT IS THEREFORE in consideration of \$1.00 in hand paid to each party to the other agreed by and between Landlord and Tenant as follows:

1. That Exhibit A attached hereto accurately depicts the floor plan and occupancy of the Tenant (Includes Area #1, Area #2, and the Common Area) in the office building located at 1112 Center West Dr., Springfield, IL 62704 effective October 1, 2009; that the revised percentage of occupancy of the Tenant as of October 1, 2009 is 100% of the entire building; that the revised square footage upon which the rents are to be calculated is Six Thousand Five Hundred Sixty-seven (6567) square feet.

2. The parties agree the revised Base Rent effective October 1, 2009 is One Hundred Eighteen Thousand Seventy-four and 66/100 dollars (\$118,074.66) payable in equal monthly installments of Nine Thousand Eight Hundred Thirty-nine and 55/100 dollars (\$9839.55) on the first day of each month.

3. Effective October 1, 2009, Section 3 RENTS of the Office Lease dated January 4, 2007 shall be amended by deleting the "Schedule of Rents" and replacing it with the following revised "Schedule of Rents":

		Base Annual Rent	Base Monthly Rent
3/1/07-2/29/08	Lease Year 1	\$93,597.72	\$7799.81
3/1/08-7/31/08	Lease Year 2	\$93,597.72	\$7799.81
8/1/08-2/28/09	Lease Year 2	\$100,359.86	\$8363.32
3/1/09-9/30/09	Lease Year 3	\$104,374.25	\$8697.85
10/1/09-2/28/10	Lease Year 3	\$118,074.66	\$9839.55
3/1/10-2/28/11	Lease Year 4	\$122,797.64	\$10,233.13
3/1/11-2/29/12	Lease Year 5	\$127,709.54	\$10,642.46
3/1/12-2/28/13	Lease Year 6	\$132,817.92	\$11,068.16
3/1/13-2/28/14	Lease Year 7	\$138,130.63	\$11,510.88
3/1/14-2/28/15	Lease Year 8	\$143,655.85	\$11,971.32
3/1/15-2/29/16	Lease Year 9	\$149,402.08	\$12,450.17
3/1/16-2/28/17	Lease Year 10	\$155,378.16	\$12,948.18

3. Effective October 1, 2009, Section 4 LESSE'S PRO RATA SHARE of the Office Lease dated January 4, 2007, as amended by the FIRST AMENDMENT TO

OFFICE LEASE, dated July 1, 2008, shall again be amended by deleting the figure "eighty-eight and 4/10 percent (88.4%)" in lines 4-5 and replacing it with "one hundred percent (100%)".

4. The parties otherwise reaffirm all the terms and conditions of the original Office Lease dated January 4, 2007 and the FIRST AMENDMENT TO OFFICE LEASE dated July 1, 2008, except as modified by this further agreement and amendment.

5. Each signatory warrants that he or she has full authority to execute this agreement on behalf of his/her principal.

THIS INSTRUMENT WAS EXECUTED ON THE 30 DAY OF SEPTEMBER 2009.

Landlord: INTEGRITY PROPERTIES, LLC
3216 Falcon Pt.
Springfield, IL 62711

By: Joseph S. Oettel
Joseph S. Oettel-Member Manager

RAI CARE CENTERS OF ILLINOIS II, LLC
115 East Park Dr, Suite 300
Brentwood, TN 37027

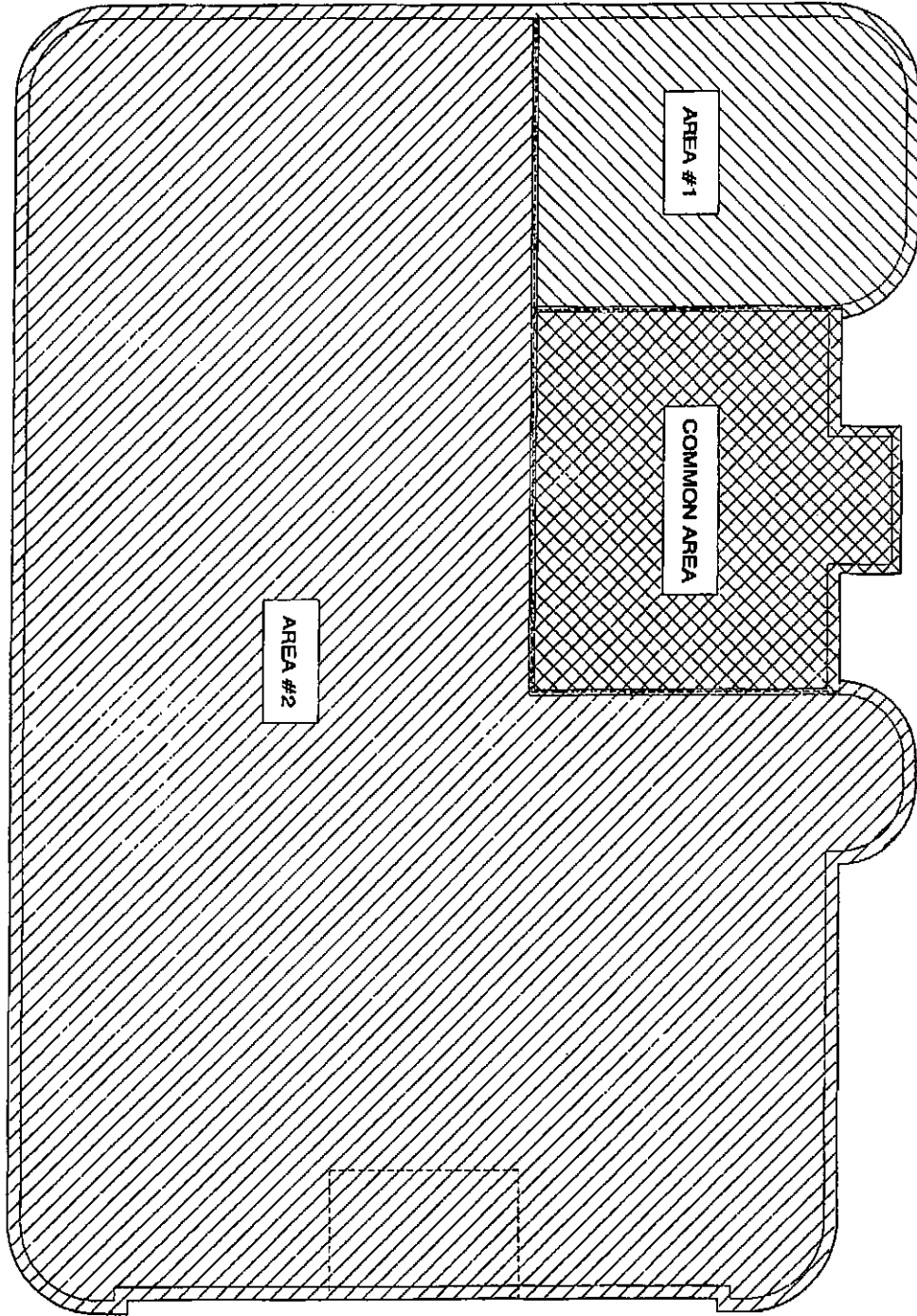
By: TARWATER

Print Name

VP

Title

Exhibit A



⊕ FLOOR PLAN
SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE:
 AREA #1: 1,200 S.F.
 COMMON AREA: 1,000 S.F.
 AREA #2: 1,500 S.F.

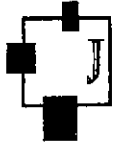
PROJECT:
 LINCOLN AND DIAZYS
 1112 CENTRE WEST DRIVE
 SPRINGFIELD, ILLINOIS

ARCHITECT:
 JOHN BRADY & ASSOC., INC.
 1000 S. PETER STREET
 SPRINGFIELD, ILLINOIS 62703
 (217) 744-4036

PRELIMINARY NOT FOR CONSTRUCTION

DATE	REV.	BY
02/15/06	1	ONE
02/15/06	2	TWO
02/15/06	3	THREE

3



JOHN SHAFER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS

June 24, 2008

Mr. Joe Oettel
Integrity Properties, LLC
4805 Bear's Paw Ct.
Springfield, Illinois 62707

**Re: 1112 Centre West
Springfield, Illinois**

Dear Joe,

Based upon the floor plan, we have come up with the following square foot calculations:

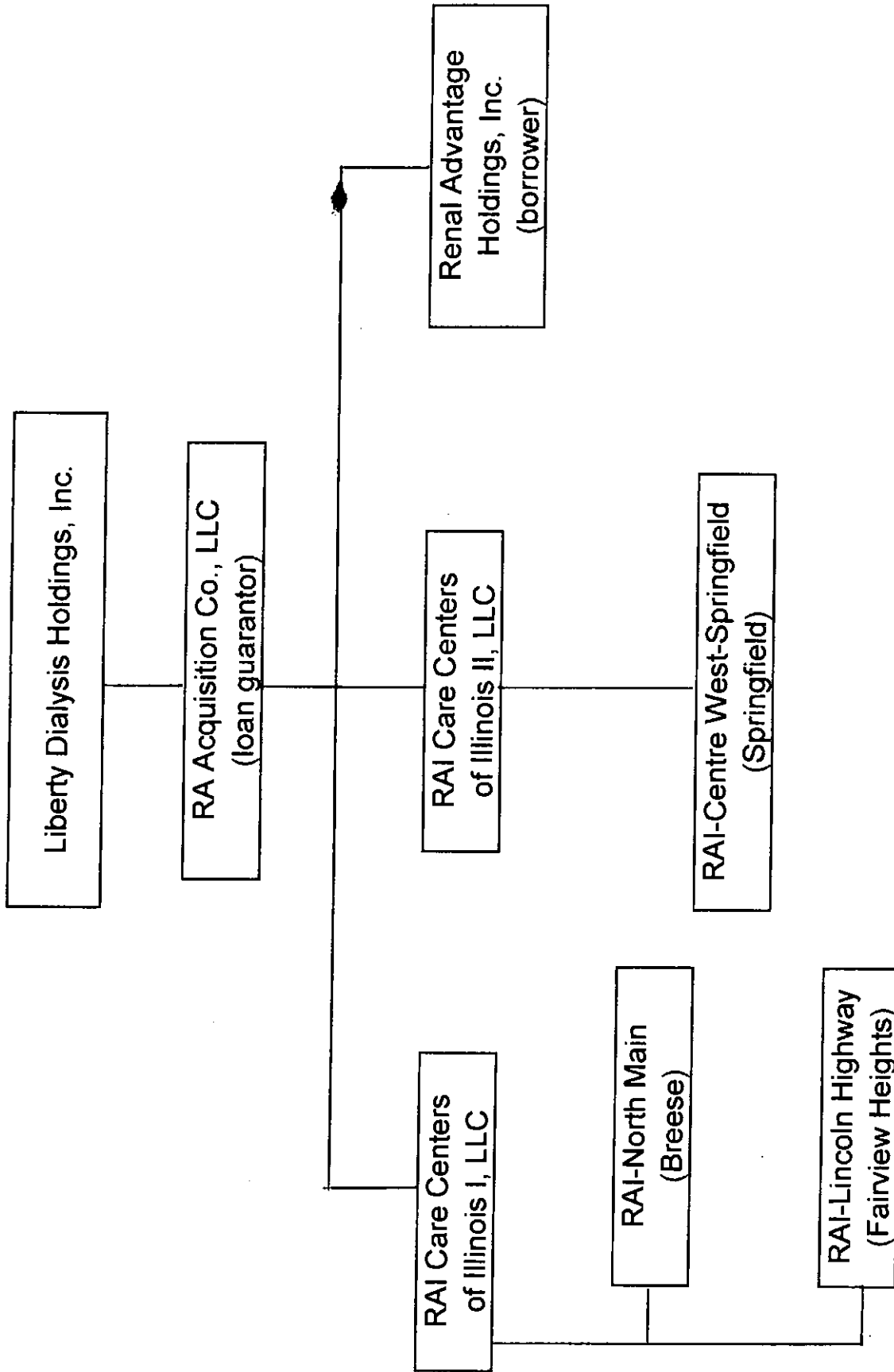
Space	sf	caf	total
Area 1	677 sf + 87 sf =		764 sf
Area 2	5,140 sf + 663 sf =	<u>5,803 sf</u>	
Total			= 6,567 sf

Please feel free to contact me at your convenience.

Sincerely,

Steve Warren - AIA

ORGANIZATIONAL CHART



PROJECT COSTS

Acquisition (\$6,833,330)

The acquisition costs represents an apportionment of the acquisition costs associated with the three Illinois facilities (\$20,500,000), based on the number of dialysis stations approved for each of the three facilities.

Consulting and Other Fees (\$100,000)

The consulting and other fees identified in the Application for Permit consist primarily of the categories: CON application development and review-associated fees, and transaction-related fees, including legal fees.

Supplier Number: 14-2546

December 5, 2006

Martin Valtierra, R.N.
Center Director
RAI Care Center of Illinois, Inc.
1112 Centre West Drive
Springfield, Illinois 62704

Dear Mr. Valtierra:


Based upon information provided by the Illinois Department of Public Health, your renal dialysis facility (ESRD) is approved to provide self-administered hemodialysis services effective November 6, 2006. Your facility is approved for a total of fourteen (14) stations and continues to be approved to provide the following services:

- Staff-Assisted Hemodialysis;
- Staff-Assisted Peritoneal Dialysis;
- Patient Training for Hemodialysis;
- Patient Training for Continuous Ambulatory Peritoneal Dialysis (CAPD);
- Patient Training for Continuous Cycling Peritoneal Dialysis (CCPD);
- Self-Administered Hemodialysis;
- Self-Administered Peritoneal Dialysis.

Regulations at 42 CFR 489.18 require that providers notify CMS when there is a change of ownership. Therefore, you must notify this office promptly if there is a change in your legal status as owner of this facility. You must also report to the State agency any changes in staffing, services, or organization which might affect your certification status.

We look forward to continuing to work with you in the administration of the Medicare program. If you have any questions regarding this letter, please contact Justin Pak of the Chicago office at (312) 3535-0519.

Sincerely,


Douglas Wolfe
Program Representative
Non-Long Term Care Branch

cc: Illinois Department of Public Health
Illinois Department of Healthcare and Family Services
Trailblazers Health Enterprises, Inc.
The Renal Network, Inc.

May 8, 2006

Ms. GERALYN VOGEL
Clinic Manager
Fairview Heights Dialysis
824 Lincoln Highway
Fairview Heights, IL 62208

Dear Ms. Vogel:

Subject: Change of Ownership – Supplier Number: 14-2558

We were notified that the end-stage renal disease facility, Gambro Healthcare Renal Care, Inc. d/b/a Gambro Healthcare-Fairview Heights, changed ownership effective January 1, 2006. It is now operating as RAI Care Centers of Illinois I, LLC- Fairview Heights. When a provider of services undergoes a change in ownership, the existing provider number is automatically assigned to the new owner. The new owner is then subject to all terms and conditions under which the existing agreement was issued.

Your facility has been approved for twenty (20) maintenance stations. Also, your facility is approved to provide the following services:

- Staff Assisted Hemodialysis
- Staff Assisted Peritoneal Dialysis
 - Self Administered Peritoneal Dialysis – Patient Training and Support of Continuous Ambulatory Peritoneal Dialysis (CAPD)

Blue Cross Blue Shield-GA has been authorized to process your Medicare claims. Your facility has been assigned the identification number shown above. This number should be entered on all forms and correspondence relating to the Medicare program.

Again, thank you for notifying us of your change of ownership. Should there be a future change in your legal status as owner of the facility, please promptly notify the Centers for Medicare & Medicaid Services (CMS). Furthermore, you should report to the Illinois Department of Public Health any changes in staffing, services, or organization that might affect your certification status.

233 North Michigan Avenue
Suite 600
Chicago, Illinois 60601-5519

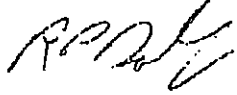
Richard Bolling Federal Building
601 East 12th Street, Room 235
Kansas City, Missouri 64106-2808

Ms. Vogel

Page 2

We welcome your participation and look forward to working with you in the administration of the Medicare program. If you have any questions, please contact Sarah McBride in the Chicago office at (312) 353-9613.

Sincerely,



Robert P. Daly
Branch Manager

cc: Illinois Department of Public Health
Illinois Department of Public Aid
BCBS-GA
Illinois Foundation for Quality Health Care

CMS Certification Number (CCN): 14-2637

December 7, 2009

Michael D. Klein
Administrator
RAI Care Centers of Illinois, LLC
160 North Main Street
Breese, IL 62230

Dear Mr. Klein:

Based upon information provided by the Illinois Department of Public Health (IDPH), the Centers for Medicare & Medicaid Services (CMS) has approved the addition of self-administered hemodialysis and patient-training for hemodialysis effective November 12, 2009.

Your renal dialysis facility continues to be approved to for a total of eight (8) maintenance stations to provide staff-assisted hemodialysis, staff-assisted peritoneal dialysis, patient training for continuous ambulatory peritoneal dialysis (CAPD), patient training for continuous cycling peritoneal dialysis (CCPD), and self-administered peritoneal dialysis.

Regulations at 42 CFR 489.18 require that providers notify the CMS when there is a change of ownership. Therefore, you must notify this office promptly if there is a change in your legal status as owner of this center.

You must also inform the IDPH if you wish to relocate your unit, change the services which you are currently providing, or expand the number of stations which your unit is currently approved for.

If you have any questions or concerns, please contact Mai Le-Yuen of the Chicago office at (312) 353-2853 or by email at mai.le-yuen@cms.hhs.gov.

Sincerely,



Heather Lang
Principal Program Representative
Non-Long Term Care Certification
& Enforcement Branch

cc: Illinois Department of Public Health
Illinois Department of Healthcare & Family Services
Renal Network 9/10
Blue Cross Blue Shield Georgia (00101)

233 North Michigan Avenue
Suite 600
Chicago, Illinois 60601-5519

Richard Bolling Federal Building
601 East 12th Street, Room 235
Kansas City, Missouri 64106-2808

ATTACHMENT 11

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Midwestern Consortium
Division of Survey and Certification



May 8, 2006

✓pdf

Ms. GERALYN Vogel
Clinic Manager
~~Breese Dialysis~~
~~160 North Main Street~~
Breese, IL 62230

Dear Ms. Vogel:

Subject: Change of Ownership - ~~Supplier Number: 14-2637~~

We were notified that the end-stage renal disease facility, Gambro Healthcare Renal Care, Inc. d/b/a Gambro Healthcare-Breese, changed ownership effective January 1, 2006. It is now operating as RAI Care Centers of Illinois I, LLC d/b/a Breese Dialysis. When a provider of services undergoes a change in ownership, the existing provider number is automatically assigned to the new owner. The new owner is then subject to all terms and conditions under which the existing agreement was issued.

Your facility has been approved for eight (8) maintenance stations. Also, your facility is approved to provide the following services:

- Staff Assisted Hemodialysis
- Staff Assisted Peritoneal Dialysis
 - Self Administered Peritoneal Dialysis - Patient Training and Support of Continuous Ambulatory Peritoneal Dialysis (CAPD)

Highmark Carefirst (BCBS-GA) has been authorized to process your Medicare claims. Your facility has been assigned the identification number shown above. This number should be entered on all forms and correspondence relating to the Medicare program.

Again, thank you for notifying us of your change of ownership. Should there be a future change in your legal status as owner of the facility, please promptly notify the Centers for Medicare & Medicaid Services (CMS). Furthermore, you should report to the Illinois Department of Public Health any changes in staffing, services, or organization that might affect your certification status.

233 North Michigan Avenue
Suite 600
Chicago, Illinois 60601-5519

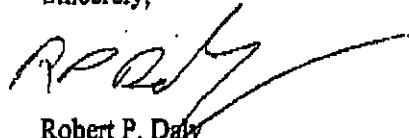
Richard Bolling Federal Building
601 East 12th Street, Room 235
Kansas City, Missouri 64106-2808

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Ms. Vogel
Page 2

We welcome your participation and look forward to working with you in the administration of the Medicare program. If you have any questions, please contact Sarah McBride in the Chicago office at (312) 353-9613.

Sincerely,



Robert P. Daly
Branch Manager

cc: Illinois Department of Public Health
Illinois Department of Public Aid
Highmark Carefirst (BCBS-GA)
Illinois Foundation for Quality Health Care

December , 2010

Illinois Health Facilities
and Services Review Board
Springfield, IL

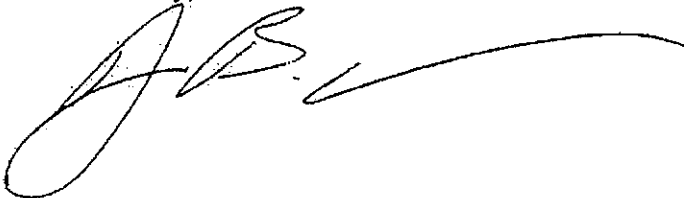
To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board that:

1. Neither Liberty Dialysis Holdings, Inc. nor any affiliated entity has had any adverse actions against any Illinois facility owned and operated by Liberty Dialysis Holdings, Inc. or a related entity during the three (3) year period prior to the filing of this application, and
2. Liberty Dialysis Holdings, Inc. authorizes the State Board and Agency access to information related to itself and related entities to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'J.B.' followed by a long horizontal flourish.

ATTACHMENT11

December 20, 2010

Illinois Health Facilities
and Services Review Board
Springfield, IL

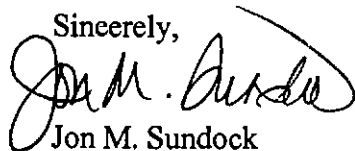
To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board that:

1. Neither RAI Care Centers of Illinois I, LLC, RAI Care Centers of Illinois II, LLC nor any affiliated entity has had any adverse actions against any Illinois facility owned and operated by RAI Care Centers of Illinois I, LLC, RAI Care Centers of Illinois II, LLC or a related entity during the three (3) year period prior to the filing of this application, and
2. RAI Care Centers of Illinois I, LLC and RAI Care Centers of Illinois II, LLC authorize the State Board and Agency access to information related to itself and related entities to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,



Jon M. Sundock
RAI Care Centers of Illinois I, LLC
RAI Care Centers of Illinois II, LLC

December 6, 2010

Illinois Health Facilities and
Services Review Board
2nd Floor
525 West Jefferson Street
Springfield, Illinois 62761

To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board that:

1. Neither Welsh, Carson, Anderson & Stowe X, L.P. nor any affiliated entity has had any adverse actions against any Illinois facility owned and operated by Welsh, Carson, Anderson & Stowe X, L.P. or a related entity during the three (3) year period prior to the filing of this application, and
2. Welsh, Carson, Anderson & Stowe X, L.P. authorizes the State Board and Agency access to information related to itself and related entities to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,



Jonathan Rather
Managing Member
Welsh, Carson, Anderson & Stowe X, L.P.

ATTACHMENT 11

DIALYSIS FACILITIES OWNED BY LIBERTY DIALYSIS

Reference	Facility Name	# of Stations	Address	City	Zip	State
AHP	Liberty Dialysis - AHP LLC dba Liberty At Home - Anchorage		4050 Lake Otis Parkway, Suite 106	Anchorage	99508-5520	AK
Alaska	Liberty Dialysis - Alaska LLC	12	901 East Dimond Blvd	Anchorage	99515	AK
Berlin	Liberty Dialysis - Berlin LLC	15	30 Tansboro Road	Berlin	08009-1948	NJ
Blackfoot	Idaho Kidney Center - Blackfoot, LLC	6	98 Poplar Street	Blackfoot	83221-1758	ID
Boise-Meridian	Boise Dialysis, LLC (Liberty Dialysis - Meridian)	15	Meadow Lake Village Medical Office Building 3525 East Louise Drive, Suite 100	Meridian	83642-6303	ID
Brenham	Liberty Dialysis - Brenham LLC	12	604 Medical Courts	Brenham	77833-5411	TX
Bryan	Liberty Dialysis - Bryan LLC	21	2390 E. 29th Street	Bryan	77802	TX
Caldwell	LDCD LLC dba Liberty Dialysis - Caldwell	13	4620 Enterprise Way, Suite 101	Caldwell	83605-6764	ID
Carson City	Liberty Dialysis - Carson City LLC	20	4500 South Carson Street	Carson City	89701-5517	NV
Castle Rock	Liberty Dialysis - Castle Rock LLC	13	4352 Trill Boss Drive	Castle Rock	80104-7512	CO
Charing Cross	Charing Cross Dialysis, LLC	17	5730 Executive Drive (St.124-130)	Baltimore	21228	MD
College Station	Liberty Dialysis - College Station LLC	16	3314 Longmire Drive	College Station	77845-5812	TX
Colorado Springs - North	CSLD LLC dba Liberty Dialysis-Colorado Springs North	15	2180 Hollowbrook Drive	Colorado Springs	80918	CO
Colorado Springs - South	021808 LLC dba Liberty Dialysis-Colorado Springs South	18	2508 Airport Road	Colorado Springs	80910-3120	CO
Colorado Springs Central	CSLD Lelaray LLC dba Liberty Dialysis - Colorado Springs Central	23	1910 Lelaray	Colorado Springs	80909	CO
Davis County	Liberty Dialysis - Davis County LLC, dba Liberty Dialysis - Layton	12	2132 N 1700 W, Ste 120	Layton	84041-7057	UT
Doylestown	Liberty Dialysis - Doylestown LLC	20	2800 Kelly Road, St. B	Warrington	18976-3624	PA
Duncanville	Liberty Dialysis - Duncanville LLC	20	1038 US Highway 67	Duncanville	75137-2704	TX
Duneland - Knox	Liberty Dialysis - Duneland LLC, d/b/a Duneland Dialysis - Knox	9	1008 Edgewood Drive	Knox	46534-8226	IN
Duneland-Coffee Creek	Liberty Dialysis - Duneland LLC, d/b/a Duneland Dialysis - Coffee Creek	24	3100 Village Point, Ste 101	Chesterton	46304-9689	IN
Duneland-LaPorte	Liberty Dialysis - Duneland LLC, d/b/a Duneland Dialysis - LaPorte	6	1007 Lincolnway, Ste 1107	LaPorte	46350-3201	IN
Duneland-Valparaiso	Liberty Dialysis - Duneland LLC d/b/a Duneland Dialysis Home Training facility at Valparaiso		1551 Sturdy Road	Valparaiso	46383-7883	IN
Fairfield	Liberty Dialysis - Fairfield LLC	16	500 Kings Highway	Fairfield	06825-4847	CT
Fishkill	Fishkill Dialysis Center, LLC		60 Merritt Blvd	Fishkill	12524-2990	NY
Hammond	Liberty Dialysis - Hammond LLC	16	7214 Calumet Ave.	Hammond	46325-2408	IN
Hammononton	Liberty Dialysis - Hammononton LLC	18	392 N. White Horse Pike	Hammononton	08037-1868	NJ
Hayden	Liberty Dialysis - Hayden LLC	15	8556 North Wayne Drive	Hayden	83835-5029	ID
Hudson Valley	LST Newburgh LLC dba Hudson Valley		4 Corwin Court	Newburgh	12550-5148	NY
Idaho Falls	Liberty Dialysis - Idaho Falls, LLC	20	2381 E. Sunnyside Rd.	Idaho falls	83404-7521	ID
INS-Charlotte	Independent Nephrology Services-Charlotte		8430 University Executive Park Dr., Ste 685	Charlotte	28262-3379	NC
INS-Franklin	Independent Nephrology Services-Franklin		60 Wheaton Drive, Suite 78	Youngsville	27596	NC
INS-Huntersville	Independent Nephrology Services-Huntersville		9920 Kincey Avenue, Ste 140	Huntersville	28078-2401	NC
INS-Iredell County	Independent Nephrology Services-Iredell County		134 Professional Park Dr., Suite C	Mooreville	28117-5537	NC
INS-Statesville	Independent Nephrology Services-Statesville		2603 Davis Avenue	Statesville	28625-8258	NC
Irving	LIBIR LLC dba Liberty Dialysis - Irving		1111 W Airport Freeway, Suite 101	Irving	75062-6203	TX
Kenwood	022808 Kenwood LLC dba Liberty Dialysis Kenwood	24	8251 Pine Road, Suite 110	Cincinnati	45242-1993	OH
Kokomo	Liberty Dialysis - Kokomo LLC	15	3760 South Reed Road	Kokomo	46902-3829	IN
Lafayette-Crawfordsville	Liberty Dialysis-Lafayette LLC d/b/a Liberty Dialysis-Crawfordsville	10	1710 Lafayette Road	Crawfordsville	47933-1033	IN
Lafayette-Frankfort	Liberty Dialysis-Lafayette LLC d/b/a Liberty Dialysis-Frankfort	6	1300 S. Jackson Str.	Frankfort	48041-3313	IN
Lafayette-Lafayette II	Liberty Dialysis-Lafayette LLC d/b/a Liberty Dialysis-Lafayette II	28	1020 North 18th Street	Lafayette	47904-2279	IN
Lafayette-Monticello	Liberty Dialysis-Lafayette LLC d/b/a Liberty Dialysis-Monticello	12	810 S. 8th St.	Monticello	47960-1600	IN
Lakeland - Niles	Liberty Dialysis - Lakeland, LLC dba Liberty at Lakeland Niles		8 Longmeadow Village Drive	Niles	48114-4004	MI

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Reference	Facility Name	# of Stations	Address	City	Zip	State
Lakeland - Royalfon	Liberty Dialysis - Lakeland, LLC dba Liberty at Lakeland Royalfon		3772 Hollywood Rd	Saint Joseph	49085-9550	MI
Lancaster	Lancaster Dialysis LLC d/b/a Liberty Dialysis - Lancaster	17	3250 W. Pleasant Run Rd, Ste 280	Lancaster	75146	TX
Laredo	Liberty Dialysis Laredo LLC dba Hope Kidney Clinic	20	2309 E Saunders Street	Laredo	78041-5434	TX
Las Vegas	Spring Valley Dialysis Center LLC dba Liberty Dialysis - Las Vegas	16	6970 West Patrick Lane, Suite 100	Las Vegas	89113-0269	NV
Lawton (Sooner)	Lawton Med Partners, LLC dba Sooner Dialysis - Lawton	20	924 SW 38th Street	Lawton	73505-7021	OK
LDH-Hilo	Liberty Dialysis Hawaii - Hilo Dialysis	24	140 Rainbow Drive	Hilo	96720	HI
LDH-Home Program	Liberty Dialysis Hawaii - Home Program		2226 Liliha Street, 1st Floor	Honolulu	96817	HI
LDH-Kahana	Liberty Dialysis Hawaii - Kahana	7	10 Hoohul Road, Ste 100	Lahaina	96761	HI
LDH-Kailua	Liberty Dialysis Hawaii - Kailua	24	25 Kaneohe Bay Drive, Suite 230	Kailua	96734	HI
LDH-Kaimuki (East Oahu)	Liberty Dialysis Hawaii - Kaimuki	12	3625 Harding Avenue	Honolulu	96816	HI
LDH-Kauai	Liberty Dialysis Hawaii - Kauai Dialysis	11	3224 Elua Street	Lihue	96766	HI
LDH-Kona	Liberty Dialysis Hawaii - Kona Dialysis	7	79-1020 Haukapia Street, #213	Kaunakakai	96750	HI
LDH-Leeward	Liberty Dialysis Hawaii - Leeward Dialysis	22	91-2137 Ft. Weaver Rd.	Ewa Beach	96706	HI
LDH-Maui	Liberty Dialysis Hawaii - Maui Dialysis	20	105 Maui Lani Parkway	Wailuku	96793	HI
LDH-Molokai	Liberty Dialysis Hawaii - Molokai Dialysis	6	28 Karmol St., Ste 400 P.O. Box 1917	Kaunakakai	96748	HI
LDH-Renal Annex	Liberty Dialysis Hawaii - Renal Annex	5	2230 Liliha Street Mother Marianne Bldg, Floor 4	Honolulu	96817	HI
LDH-Siemaen	Liberty Dialysis Hawaii - Siemaen Dialysis	48	2226 Liliha Street, 1st Floor	Honolulu	96817-1605	HI
LDH-Sullivan	Liberty Dialysis Hawaii - Sullivan Dialysis	21	2230 Liliha Street, Sullivan Bldg, Level B	Honolulu	96817	HI
LDH-Waianae	Liberty Dialysis Hawaii - Waianae Dialysis	16	86-080 Farrington Highway	Waianae	96792	HI
LDH-Waipahu	Liberty Dialysis Hawaii - Waipahu		94-450 Mokuola Street, Suite 109	Waipahu	96797-3300	HI
LDH-West Kauai	Liberty Dialysis Hawaii - West Kauai Dialysis	8	4643A Waimea Canyon Road	Waimea	96796	HI
Lebanon	Liberty Dialysis-Lebanon LLC d/b/a Witham Health Services-Liberty Dialysis	24	2485 N. Lebanon Street	Lebanon	46052-1188	IN
Linwood	LDSP LLC dba Liberty Dialysis -Linwood	18	1201 New Road, Suite 170	Linwood	08244-1101	NJ
Mesquite	Liberty Dialysis - Mesquite LLC	20	3330 N. Galloway Ave	Mesquite	75150-4701	TX
MidAmerica	Mid-America Dialysis LLC		2355 South Hamilton Road	Columbus	43232	OH
Monroe	Liberty - Monroe Clinic Dialysis Partners LLC	6	515 22nd Avenue,	Monroe	53566-1569	WI
Mountain Ridge	Mountain Ridge Dialysis LLC	12	229 Merchants Walk	Summersville	26651-1901	WV
Nampa	Liberty Dialysis - Nampa LLC	12	280 W. Georgia Ave	Nampa	83886	ID
North Haven	Liberty Dialysis - North Haven LLC	18	510 Washington Ave	North Haven	06473-1313	CT
North Hawaii	Liberty Dialysis - North Hawaii LLC	9	67-1123 Mameiaho Hwy., Ste 112	Kamuela	96743	HI
North Laredo	LDNL LLC dba Hope Kidney Clinic Lakeview	19	6410 Crescent Loop, Suite 100	Laredo	78041-2043	TX
Northwest Reno	Liberty Dialysis - Northwest Reno LLC	19	6144 Mae Ann Ave	Reno	89523-4700	NV
Norwood	022808 LLC dba Liberty Dialysis - Norwood	24	2071 Sherman Ave	Norwood	45212	OH
Oquirrh	Oquirrh Artificial Kidney Center, LLC	20	2496 West 4700 South	Taylorsville	84118-1655	UT
Orange	LDO LLC dba Liberty Dialysis Orange		240 Indian River Road BLDG D	Orange	06477-3649	CT
Pasadena	Pasadena Dialysis LLC d/b/a Arroyo Dialysis	24	1111 South Arroyo Parkway #105	Pasadena	91105-3254	CA

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Reference	Facility Name	# of Stations	Address	City	Zip	State
Petersburg	Liberty Dialysis Petersburg LLC	32	3400 South Crater Road	Petersburg	23805-9252	VA
Pocatello	Pocatello Med Partners LLC	20	444 Hospital Way, Suite 607	Pocatello	83201	ID
Pueblo	Liberty Dialysis - Pueblo LLC	18	850 Eagle Ridge Blvd	Pueblo	81008-2148	CO
Reno Home	Liberty Dialysis - Reno Home Dialysis LLC	2	601 Sierra Rose Drive, Suite 201	Reno	89511-4027	NV
Rockwall	Liberty Dialysis - Rockwall, LLC	16	2850 Ridge Road, Suite 112	Rockwall	75087-5501	TX
Runnemede	Liberty Dialysis- Runnemede	18	170 East 9th Ave., Unit B	Runnemede	08078	NJ
Sandpoint	SPLD LLC dba Liberty Dialysis-Sandpoint	12	1210 Washington Ave	Sandpoint	83864-5052	ID
Seaford	LDSO LLC dba Liberty Dialysis-Seaford	16	600 Health Services Drive	Seaford	19973-5783	DE
South Mountain	South Mountain Dialysis, LLC	16	10969 S. Riverfront Parkway, Ste 100	South Jordan	84095	UT
South Reno	Liberty Dialysis - South Reno LLC	16	601 Sierra Rose Drive, Suite 101	Reno	89511	NV
St. George	Liberty Dialysis - St. George LLC (Blackridge Clinic)	18	1173 South 250 West Bldg. #2	St. George	84770-6392	UT
St. Joseph's-Cortland	St. Joseph's - Cortland	10	3993 West Road	Cortland	13045	NY
St. Joseph's-Northeast	St. Joseph's - Northeast	12	4105 Medical Center Drive	Fayetteville	13066	NY
St. Joseph's-Regional	St. Joseph's - Regional	30	973 James Street	Syracuse	13203	NY
St. Joseph's-Seneca	St. Joseph's - Seneca	10	8136 Oswego Street	Liverpool	13090	NY
St. Joseph's-Camillus	St. Joseph's - Camillus	11	5101 W. Genesee Street	Camillus	13031	NY
UHS - Park Ave	Vestal Healthcare, LLC dba UHS Dialysis - Park Ave		27 Park Avenue	Binghamton	13903-1605	NY
UHS - Penn Ave	Vestal Healthcare, LLC dba UHS Dialysis - Pennsylvania Ave		65 Pennsylvania Avenue	Binghamton	13903-1651	NY
Vestal	Vestal Healthcare, LLC	24	116 N Jensen Rd	Vestal	13850-2128	NY
Victoria	LDV LLC dba Liberty Dialysis - Victoria	17	606 Locust Ave	Victoria	77901-3966	TX
Wasatch	Wasatch Artificial Kidney Center, LLC	20	650 E. 4500 S., Suite 200	Murray	84107	UT
Waxahachie	WAXLD LLC dba Liberty Dialysis - Waxahachie		1011 N Highway 77, Suite 102	Waxahachie	75165-1399	TX
Weber County	Liberty Dialysis - Weber County LLC dba Liberty Dialysis - Ogden	16	4780 Old Post Rd.	Ogden	84403-4335	UT
West Jordan	Liberty Dialysis - Jordan Landing LLC dba Liberty Dialysis - West Jordan	13	3823 West 9000 South, Suite D	West Jordan	84088-8899	UT
Wilmington	Liberty Dialysis - Wilmington LLC	18	913 Delaware Avenue	Wilmington	19806-4701	DE
Woods Cross	Liberty Dialysis - Woods Cross LLC (Bountiful)	12	572 West 750 South, Bldg B	Woods Cross	84010-7265	UT
WPMA-Baden	Liberty Dialysis - Baden LLC	17	1682 State Street	Baden	15005	PA
WPMA-Banksville	Liberty Dialysis - Banksville LLC	26	2875 Banksville Road	Pittsburgh	15216	PA
WPMA-Chippewa	Liberty Dialysis - Chippewa LLC	19	100 Pappan Business Drive	Beaver Falls	15010-1261	PA
WPMA-Friendship Ridge	Liberty Dialysis - Friendship Ridge LLC	6	246 Friendship Circle	Beaver	15009-9713	PA
WPMA-Hopewell	Liberty Dialysis - Hopewell LLC	20	400 Corporation Drive	Aliquippa	15010	PA

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Reference	Facility Name	# of Stations	Address	City	Zip	State
WPMA- Southpointe	Liberty Dialysis - Southpointe LLC	22	1200 Corporate Drive	Canonsburg	15317	PA
WPMA- Washington	Liberty Dialysis - Washington LLC	24	90 West Chestnut Str.	Washington	15301	PA

ATTACHMENT 11

DIALYSIS FACILITIES OWNED BY RENAL ADVANTAGE, INC.

Region #		Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
1	A03		RAI-Telegraph-Peralta	510.835.0154	510-835-2036	2757 Telegraph Ave.	Oakland	CA	94612	Victoria Yurcia	Ania Carstensen, MD
1	A04		RAI-Telegraph-Piedmont	510.286.9948	510-286-9914	2710 Telegraph Ave., Ste. 100	Oakland	CA	94612	Shirley Lugoza	John Mouratoff, MD
1	A08		RAI-Ocean Ave.-San Francisco	415.406.1090	415-584-8705	1738 Ocean Ave.	San Francisco	CA	94112	Cristy Sarte	Rodney Omachi, MD
1	A11		RAI-Haight-San Francisco	415.752.9886	415-752-1133	1800 Haight Street	San Francisco	CA	94117	Pamela Lains	Hector Santistaban, MD
1	A13		RAI-Cesar Chavez St.-San Francisco	415.206.9775	415-206-9540	1750 Cesar Chavez St., Ste. A	San Francisco	CA	94124	Victoria Yurcia	Mark Kasselik, MD
*1	A21		RAI-Chadbourne-Fairfield	707.434.9088	707-434-9101	490 Chadbourne Road	Fairfield	CA	94534	Narita Bantay	Terry Maber, MD
1	A29		RAI-Ceres Ave-Chico	530.343-5279	530-543-7400	3011 Ceres Ave., Suite 125	Chico	CA	95973	William May	Minn Sarbu, MD
1	C06		RAI-East Bay-Oakland	510.893.2060	510-835-1529	3012 Summit Street Suite 6630	Oakland	CA	94609	Peach Bransday	Bryan Wong, MD
1	C07		RAI-Oakland Home Program (PD & Home)	510.452.8302	510-452-9376	2710 Telegraph Ave., Ste.205	Oakland	CA	94612	Kathy Arima	Robert Doud, MD
Region 2			Virgil Edwards Regional Director Northern California	415-203-2551 (m)	916-773-7101	ROA - OPEN	Time Trainer Chia Floris Jaquet	Western Division Vito Orlando, DVP			
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director	
2	A05	RAI-Bancroft Ave.-Oakland	510.553.1333	510-553-1311	7200 Bancroft Ave., Ste.220	Oakland	CA	94605	Al Jaiwah	Hamoudi A Al-Bander, MD	
*2	A22	RAI-Secret Ravine Parkway-Roseville	916.773.4000	916-773-7101	1431 Secret Ravine Pkwy., Bldg. D, Ste.130	Roseville	CA	95661	Maria Bower	Brian Thornton, MD	
2	A23	RAI-Elk Grove Blvd.-Elk Grove	916.478.3520	916-478-3530	8139 Elk Grove Blvd., Ste.200	Elk Grove	CA	95758	Grace Cruz	Vijay Rathore, MD	
2	A27	RAI-West March-Stockton	209.955.7527	209-955-7537	3115 West March Lane	Stockton	CA	95219	Dave Canesa	Lian Suong, MD	
2	A28	RAI-N. California-Stockton	209.943.0854	209-943-0137	2350 N. California St.	Stockton	CA	95204	Deana (Deck) Brooks	Jagjit Singh, MD	
2	A30	RAI-Harding-Roseville	916.786.2728	916-786-7003	218 Harding Blvd.	Roseville	CA	95678	Alan Bawick	Brian Thornton, MD	
2	A32	RAI-East 14th Street-San Leandro	510.430.8311	510-430-8911	198 East 14th Street	San Leandro	CA	94577	Alan Cepc, COM	Hamoudi A Al-Bander, MD	
2	C04	RAI-Fairway-Rocklin	916.624.3871	916-624-3070	4000 Fairway Drive, Ste. 14	Rocklin	CA	95677-4221	Lee Dere	Adarsh Ihat, MD	
2	D03	RAI - Sterling Pkwy - Lincoln	916-434-5597	916-434-6435	811 Sterling Parkway, Building 11, Suite 100	Lincoln	CA	95648	Linda Dani	Venu M. Kundic, MD/ Anisa Kaycan	
Region 3			Eric Lenz Regional Director Los Angeles	323-887-0841 (o) 323-533-9937 (f)	323-887-8772	ROA - Qian Suiwattannagul, COM	Time Trainer Mary Stanley	Western Division Vito Orlando, DVP			
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director	
3	A12	RAI-Centinel-Inglewood	310-673-6865	310-673-0927	1416 Centinela Ave.	Inglewood	CA	90302	Patricia Wilhite, COM	Amos Licht, MD	
3	A15	RAI-Newhope-Fountain Valley	714-241-0196	714-241-1562	17197 Newhope St., Ste. A-C	Fountain Valley	CA	92708	OPEN	Ajit Sawhney, MD	
3	A16	RAI-Hospital Circle-Westminster	714-895-3698	714-895-0949	290 Hospital Circle	Westminster	CA	92683	Qianjai Suiwattannagul	Hong Kim, MD Mehmmad Ismail, MD Sunderranjan, MD	
3	A17	RAI-Laguna Canyon-Irvine	949-227-4405	949-227-7443	16255 Laguna Canyon Road	Irvine	CA	92618	OPEN	Jacob Abaker, MD	
*3	A18	RAI-East Olympic-Los Angeles	323-887-0841	323-887-8772	5714 East Olympic Blvd.	Los Angeles	CA	90022	RubyChrist Santos, COM	Michael Austerlitz, MD Michael Bluck, MD	
3	A19	RAI-East First-Tustin	714-730-1428	714-730-7958	533 East First St.	Tustin	CA	92780	Blane (Ruh) Watson	Joginder Jodha, MD Ajit Sawhney, MD	
3	A20	RAI-Harbor Blvd.-Garden Grove	714-539-3122	714-539-3922	12761 Harbor Blvd.	Garden Grove	CA	92840	Yoonheul An, COM	Hong Kim, MD Moli Daswani, MD	
3	A24	RAI-Compton-Los Angeles	323-563-1140	323-566-5253	11899 Compton Ave	Los Angeles	CA	90059	Ivan Ramirez	Ajay Gupta, MD	
3	A31	RAI-Garden Grove Blvd.-Garden Grove	714-741-7255	714-741-2029	12555 Garden Grove Blvd., Ste 100	Garden Grove	CA	92843	Mariafer Salazar	Hong Kim, MD Moli Daswani, MD	
3	D08	RAI-Goldenwest-Westminster	714-373-1543	714-892-9619	15330 Goldenwest Street	Westminster	CA	92683	OPEN	Taron Marwaha, MD	
Region 4			Carl Palmer Regional Director Southern California	760-989-1933 (m)	615-712-2127	ROA - Linda Charell	Time Trainer Mary Stanley	Western Division Vito Orlando, DVP			
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director	
4	A01	RAI-Mission Gorge-San Diego	619-229-1070	619-265-0400	7007 Mission Gorge Road, Ste. A	San Diego	CA	92120	Lin Sabangal	Dr. Fong Alex Kay, MD	
4	A02	RAI-Corporate Way-Palm Desert	760-346-7588	760-379-0670	41-501 Corporate Way	Palm Desert	CA	92260	Michael Craughy	Howard Hiringer, MD	
4	A06	RAI-Broadway-Chula Vista	619-585-0016	619-585-0410	1181 Broadway, Ste.5	Chula Vista	CA	91911	Sally Johnson	Peter Friend, MD	
4	A07	RAI-El Camino Real-Oceanside	760-757-1638	760-757-6693	2227A-2229C El Camino Real	Oceanside	CA	92054	Nilda Ramiglo	Bill Meyer, MD	
4	A09	RAI-Monroe-Indio	760-347-3986	760-347-8738	46-767 Monroe Street., Ste. 101	Indio	CA	92201	April Thompson	Howard Hiringer, MD	
4	A10	RAI-North Riverside-Redlands	909-879-1185	909-879-1191	1850 North Riverside, Ste. 150	Redlands	CA	92376	Pat Smith	Hsi Phan, MD	
4	A14	RAI-Fletcher Parkway-El Cajon	619-442-4122	619-442-4533	858 Fletcher Parkway	El Cajon	CA	92020	Aida Smith	Frank Stella, MD	
4	A25	RAI-Indiana Court-Redlands	909-792-8880	909-798-4154	1210 Indiana Court (Mail to: PO Box 8548; 92375)	Redlands	CA	92374	Josephine Calma	Patricia Blakely, MD	
4	A26	RAI-North Waterman-San Bernardino	909-381-1591	909-384-1744	1500 North Waterman Ave.	San Bernardino	CA	92404	Joy Woodburn	Allan Karvlich, MD	
4	A33	RAI-North Carey-Pomona	909-913-5863	909-996-2400	150 East Arrow Highway	Pomona	CA	91767	Eric Catchlam	Victor Pappoe, MD	
4	A34	RAI-Foothill Blvd.-Glendora	626-335-7551	626-335-0962	W.111 Foothill Blvd.	Glendora	CA	91740	Marciano Owen	Franklin Cubeca, MD	
4	B09	RAI-West C Street-Colton	909-430-0930	909-430-0934	1275 West "C" Street	Colton	CA	92324	Alejandra (Alex) Saldana	Geral Friedman, MD Patricia Blakely, MD	
4	C03	RAI-Juniper Ave.-Fontana	909-854-4336	909-574-1582	10557 Juniper Ave., Bldg. A, Ste. B	Fontana	CA	92337-7513	Gina Pringle	Hao Yu, MD	
4	C05	RAI-E. 6th Street-Beaumont	951-769-5072	951-769-5073	1536 East Sixth Street	Beaumont	CA	92223-2508	Xin Cheng (Wendy)	Patricia Blakely, MD	

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Region #		Center #			Center Name		Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
5	A40	RAI-Patterson-Haines City		863-422-0800	863-422-0323	110 Patterson Road		Haines City	FL	33844	Brenda Doyd	Gerkirpal Gill, MD		
5	A41	RAI-Starkey-Largo		727-531-8227	727-539-0706	12505 Starkey Road, Ste B		Largo	FL	33773	Linda Correia	Kedra Shetye, MD		
5	A42	RAI-DuPont-Punta Gorda		941-505-0777	941-505-0779	355 DuPont Street		Punta Gorda	FL	33950	Leigh Chanitsch	Klanvoh Kavch, MD		
5	A43	RAI-SR 60 East-Lake Wales		863-676-0510	863-678-3814	1348 SR 60 East		Lake Wales	FL	33853	Brenda Doyd	Allan Saltman, MD		
5	A44	RAI-S. US Highway #1-Pori St. Lucie		772-807-7229	772-807-7266	8661 South US Highway #1		Pori St. Lucie	FL	34952-3331	Tim Higginbotham	Zelzy Roche, MD		
*5	A45	RAI-9th Street North-St. Petersburg		727-895-1472	727-822-0268	1101 9th Street North		St. Petersburg	FL	33701	Jerri Bierowski	Monus Prasertidam, MD		
5	A46	RAI-Ohio Avenue-Fort Pierce		772-465-6551	772-468-8254	2501 Ohio Ave.		Fort Pierce	FL	34947	Tim Higginbotham	Zelzy Roche, MD		
5	A47	RAI-US 19 North-Clearwater		727-785-9036	727-772-8027	29296 US 19 N, Ste.1		Clearwater	FL	33761	Amalia Schindling (Mullie)	Prakas D'Cunha, MD		
5	A48	RAI-Lakeview-Clearwater		727-461-5477	727-442-2494	1124 Lakeview Road., Ste. J		Clearwater	FL	33756	Dawn Meehan	Michael Brucculari, MD		
5	A49	RAI-Security Square-Winter Haven		863-294-7887	863-291-0577	120 Bates Ave., SW, Ste. 170		Winter Haven	FL	33880	Steen Barron	Alan Saltman, MD		
5	D01	RAI-S. Courtyard-Merritt Island		321-452-0020	(321) 453-4366	245 S. Courtyard Pkwy., Bldg. A		Merritt Island	FL	32952	Missy Stephens	Charles K. Wankel, MD		
5	G06	RAI-Waldenere-Sarasota		941-917-6444	941-917-6448	1921 Waldenere St., Suite 107		Sarasota	FL	34239	David Bobbish	Sveva Freeman, MD		
Region 6		Celine McGill Regional Director Carolina			843-766-0081 (o) 843-243-6636 (m)	ROA - Magra McCann		Time Trainer Michele Eldler		Eastern Division Sam Swann, DVP				
Region #	Center #	Center Name		Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director			
6	A53	RAI-RC Dennis Blvd.-Moncks Corner		843-699-0953	843-699-5292	112 McCormick Circle		Moncks Corner	SC	29461	Juliana Clarke	Prealey Rosier, MD		
*6	A54	RAI-Charlie Hall-Charleston		843-766-4655	843-766-0588	2080 Charlie Hall Blvd.		Charleston	SC	29414	Danna Meral	Brent Hamilton, MD		
6	A55	RAI-Medical Plaza-North Charleston		843-572-1660	843-572-0311	9305 Medical Plaza Drive		North Charleston	SC	29406	LeQuisha Harris	Michael Byrce, MD		
6	A56	RAI-Burton-Sumnerville		843-875-9800	843-875-1918	109 Burton Ave., Ste. A		Sumnerville	SC	29485	Donna Evans	Lisa Stewart, MD		
6	E01	RAI-Main Hwy-Hamburg		803-245-1735	803-245-9390	2046 Main Highway		Hamburg	SC	29003	Amanda Gross	Moustafa A Moustafa, MD		
6	E02	RAI-Old State Rd-Holly Hill		803-496-2800	803-496-2808	8532 Old State Rd. Mail P.O. Box 310		Holly Hill	SC	29059	LeQuisha Harris-interim	Moustafa A Moustafa, MD		
6	E03	RAI-Iswall St-Mount Pleasant		843-864-3115	843-864-3190	1028 Iswall St.		Mount Pleasant	SC	29464	Susan Jones	Oswenwyle Eimworn, MD		
6	E04	RAI-Orangeburg Mall-Orangeburg		803-531-7501	803-531-7553	1184 Orangeburg Mall Cr.		Orangeburg	SC	29115	Susan Bass	Moustafa A Moustafa, MD		
6	E05	RAI-Jacobs Point Blvd-Ravenel		843-571-8025	843-571-8015	5953 Jacobs Point Blvd		Ravenel	SC	29470	Stephanie Richards	Oswenwyle Eimworn, MD		
6	E06	RAI-Carolina Ave-Varnville		803-943-4334	803-943-2092	503 W Carolina Ave		Varnville	SC	29964	Stephanie Bolino	Moustafa A Moustafa, MD		
6	A60	RAI-Glenwater-Charlotte		704-503-6900	704-503-0303	9030 Glenwater Drive		Charlotte	NC	28262	Sawson Yutean	Paul Blake, MD		
6	A61	RAI-Wayne Memorial-Goldsboro		919-734-0044	919-734-2441	2403 Wayne Memorial Drive		Goldsboro	NC	27534	Amela Sutton	John Herlan, MD		
6	A62	RAI-Larrobe-Charlotte		704-366-5299	704-366-7597	3515 Larrobe Drive		Charlotte	NC	28211	Open	Paul Blake, MD		
6	A63	RAI-West College-Wisnaw		910-293-9984	910-293-9988	213 West College Street		Wisnaw	NC	28398	Amela Sutton	John Herlan, MD		
Region 7		Glenn Collins Regional Director Georgia			706-799-3126 (o) 706-799-3126 (m)	ROA - Gary Smith		Time Trainer John McCune		Eastern Division Sam Swann, DVP				
Region #	Center #	Center Name		Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director			
7	A58	RAI-Drayton-Savannah		912-233-0067	912-232-4037	1020 Drayton Street		Savannah	GA	31401	Helen (Hertley) Arnold	James Hazemore, MD		
7	E22	RAI-Patterson St-Valdosta		229-244-6045	229-244-6291	1115 S Patterson St		Valdosta	GA	31601	Geneva M. Ray	Ven C. Chiang, MD		
7	E23	RAI-Kings Way-Valdosta		229-244-6923	229-244-6958	4358 Kings Way		Valdosta	GA	31602	Geneva M. Ray	Ven C. Chiang, MD		
7	E24	RAI-Deans Bridge Rd-Augusta		706-790-5909	706-790-4373	2841 Deans Bridge Rd		Augusta	GA	30906	OPEN	John White, MD		
7	E25	RAI-Arenic Rd-North Augusta		803-279-3722	803-279-3722	540 Arenic Rd		North Augusta	SC	29841	Emily Paak	John White, MD		
7	E49	RAI-Crosstroads-Augusta		706-228-7253	706-228-7980	1719 Magnolia Way		Augusta	GA	30909	Emily Paak	Anup Mantharan, MD		
7	G07	RAI-Peachtree St-Louisville		478-625-9566	478-625-9567	1089 Peachtree St.		Louisville	GA	30434	Martha Parker	Patrach Pinitworn, MD		
7	G08	RAI-Masonic St-Milled		478-982-9533	478-982-9535	242 N. Masonic Street		Milled	GA	30442	OPEN	David Allen, MD		
7	G09	RAI-Larris St. - Sandersville		478-552-6918	478-552-0658	614 South Larris Street		Sandersville	GA	31082	Susan McAfee	Sujid Akhtar, MD		
7	G10	RAI-Medical Center Dr.-Swainsboro		478-237-8186	229-237-4119	3 Medical Center Drive		Swainsboro	GA	30401	Charlotte Wood	Patrach Pinitworn, MD		
7	G11	RAI-Peach Orchard Rd.-Augusta		706-798-5774	706-798-3465	3206 Peach Orchard Rd		Augusta	GA	30906	Robert Richert	Robert Shay, MD		

Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
8	A80	RAI-Royal Park-Zealand	616-748-0522	616-748-0881	2 Royal Park Drive	Zealand	MI	49464	Judy Dykstra	Alberta Carbuccio, MD
8	A81	RAI-South East-Jackson	517-788-8727	517-788-4541	200 South East Ave.	Jackson	MI	49201	Regina Walton	Redivalee Nageah, MD
8	A82	RAI-Rockford Park-Rockford	616-863-6214	616-863-6445	311 Rockford Park Drive	Rockford	MI	49341	Kate Swendrowski	Daniel Legault, MD
8	A83	RAI-West Norton-Muskegon	231-780-5468	231-780-5410	1080 West Norton Ave.	Muskegon	MI	49441	Mary Ellen Larson (Mc)	Baobin Twa, MD
*8	A84	RAI-Clyde Park-Wyoming	616-531-5333	616-531-9076	4893 Clyde Park Ave., SW	Wyoming	MI	49509	Molly Kidner	Richard O'Connor, MD
8	C02	RAI-Hassings Avenue-D Holland	616-392-3263	616-392-3413	649 Hassings Avenue, Ste. B	D Holland	MI	49423-5427	Nanni Hein	Phillip Goushaw, MD
8	E07	RAI-Davis Dr-Daleville	765-378-1735	765-378-1744	14520 W Davis Dr	Daleville	IN	47334	Patti Chambers	Regi Joseph, MD
8	E08	RAI-North St-Muncie	765-747-3020	765-751-2772	3705 W North St	Muncie	IN	47303	Rhonda Ferrull	Joseph Huslitt, MD
8	E09	RAI-North Granville Ave-Muncie	765-288-3740	765-288-3756	3001 North Granville Ave	Muncie	IN	47303	Fred Cler	Regi Joseph, MD
8	E10	RAI-Emerison Ave-New Castle	765-521-0938	765-521-3068	101 Emerson Ave	New Castle	IN	47362	Penny Armstrong	Regi Joseph, MD
8	E11	RAI-Greenville Ave-Winchester	765-584-8000	765-584-8008	409 Greenville Ave	Winchester	IN	47394	Charmin Acker	Regi Joseph, MD
8	E46	RAI-Hall Avenue-Muncie	765-747-3504	765-751-1303	2401 University Ave	Muncie	IN	47373	Lavi Harbison	Regi Joseph, MD
Region 9		OPEN Regional Director Mid-Atlantic			RQA - Keisha Greene (VA)				Time Trainer Job McCune	Central Division Sarra Johnson, DVP
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
9	A70	RAI-Mechanicsville Turnpike-Richmond	804-644-0447	804-643-9352	2521 Mechanicsville Turnpike	Richmond	VA	23223	Robin Coins	Todd Cehr, MD
9	A71	RAI-West Leigh-Richmond	804-649-8070	804-649-8076	800 W. Leigh St., Ste B	Richmond	VA	23220	Patricia Waller	Anna Vinnakova, MD
9	A72	RAI-Airline-Portsmouth	757-465-5085	757-465-5405	2809 Airline Blvd.	Portsmouth	VA	23701	Hope Snowden-Abston	Martin Harpin, MD
9	A73	RAI-Churchland-Chesapeake	757-484-3628	757-484-4821	3204 Churchland Blvd.	Chesapeake	VA	23321	open	Keith Zaltoun, MD
9	A74	RAI-Grocks Way-Portsmouth	757-393-6582	757-393-7830	311 Grocks Way	Portsmouth	VA	23704	Marybeth Waldner	Amorietta Casaneres, MD
9	A75	RAI-Thimble Shoals-Newport News	757-873-1090	757-873-3689	739 Thimble Shoals Blvd., Ste 600	Newport News	VA	23606	OPEN	John Grees, MD Robert Passeri, MD
9	A77	RAI-Silver Hill-District Heights	301-967-9901	301-967-6964	5652 Silver Hill Road	District Heights	MD	20747	Georgia Littlejohn	Eric Anwar-Dankar, MD
9	A78	RAI-Baltimore-Beltsville	301-595-0263	301-595-3724	10701 Baltimore Ave	Beltsville	MD	20705	OPEN (Barkley LOA)	Buadi Osman, MD
9	A79	RAI-Indian Head-Oxon Hill	301-749-9307	301-749-9419	5410 Indian Head Highway	Oxon Hill	MD	20745	Linda Hunter	Khrenw Davachi, MD
9	B01	RAI-Chesapeake Ave.-Newport News	757-247-1080	757-247-4084	225 Chesapeake Avenue	Newport News	VA	23607	Robin Finney	John Grees, MD
9	B02	RAI-W. Mercury Blvd.-Hampton	757-826-1860	757-838-0350	3319 W. Mercury Blvd.	Hampton	VA	23666	Jane Maderins	Thomas Mackenzie, MD
9	B03	RAI-John Tyler Hwy.-Williamsburg	757-229-5701	757-229-5748	4511 John Tyler Hwy., Unit J	Williamsburg	VA	23185	Anne Mc'ray	Frank Seney, MD
9	B05	RAI-Medical Drive-Gloucester	804-695-2904	804-695-2908	2547 Medical Dr., Suite 1400	Gloucester	VA	23061	Kaja Durston	Frank Seney, MD
9	B07	RAI-South Church-Smithfield	757-365-4293	757-365-4297	1812 South Church Street	Smithfield	VA	23430	Seltha Urunkor (Sue)	David Corrius, MD
9	C08	RAI-Chillum-Hyattsville	301-927-8808	301-927-8809	2426 Chillum Road	Hyattsville	MD	20782	OPEN	Creshe Jamison, MD
9	D02	RAI-Old Alexandria-Clinton	301-877-3263	301-877-9277	7201 Old Alexandria Ferry Rd., Ste 6	Clinton	MD	20735	Dianna Burns	Buadi Osman, MD
Region 10		OPEN Regional Director Georgia/Alabama			RQA - Christine Conner				Time Trainer Michelle Pifer	Eastern Division Santi Swann, DVP
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
10	E13	RAI-Boulder Dr-Gray	478-986-3066	478-986-3114	1002 Boulder Dr	Gray	GA	31032	Kim Broadworth	Saghir Ahmed, MD
10	E14	RAI-Williams St-Hogansville	706-637-4028	706-637-4382	1002 Williams St	Hogansville	GA	30230	Ruby (Christine) Hickman	Andre D. Foria, MD
10	E15	RAI-Old Mill Rd-LaGrange	706-884-6825	706-884-6851	140 Old Mill Rd.	LaGrange	GA	30241	open	Andre D. Foria, MD
10	E16	RAI-Second St-Macon	478-738-0420	478-745-0460	2525 Second Street	Macon	GA	31206	Darlene Hamilton	Mufid Uthman, MD
10	E17	RAI-Hemlock St-Macon	478-742-8001	478-742-3608	657 Hemlock St	Macon	GA	31201	Helen (Hartley) Arnold (Interim)	Saghir Ahmed, MD
10	E18	RAI-Jefferson St-Milledgeville	478-452-4014	478-452-4032	1310 North Columbia St. Suite C	Milledgeville	GA	31061	Arzette Chaitman	Mohammed Akbar, MD
10	E19	RAI-Funderburg Dr-Monticello	706-468-1240	706-468-5300	1393 Funderburg Dr	Monticello	GA	31064	Toybir West	Mufid Uthman, MD
10	E20	RAI-Werz Industrial Dr-Newman	770-251-7096	770-251-4450	101 Werz Industrial Dr	Newman	GA	30263	Christy Johnson	Shazia Khan, MD
10	E21	RAI-Walnut Way-Palmetto	770-463-1442	770-463-1337	500 Walnut Way	Palmetto	GA	30268	Stephanie Hlalog	Shazia Khan, MD
10	E26	RAI-Hwy 431-Rainuck	334-863-8363	334-863-8364	4459 HS Highway 431	Rainuck	AL	36274	Amunda Knight	Andre D. Foria, MD
10	E27	RAI-Stone Ave-Talladega	256-362-4449	256-362-4443	717 Stone Ave	Talladega	AL	35160	Bonnie Kilman	Umi Odama, MD
10	F02	RAI-Eagles Landing - Stockbridge	770-474-6068	770-507-1718	500 Eagles Landing Parkway	Stockbridge	GA	30281	OPEN	Len Onadie, MD
10	G05	RAI-Hwy 54 - Fayetteville			1240 Hwy 54 West	Fayetteville	GA	30215	OPEN	Shazia Khan, MD
10	G14	RAI-H. 11th St.-Anniston	256-237-7566	256-231-2769	522 E. 11th St.	Anniston	AL	36207	Lanetta Alford	Venugopala S. Bheemathani, MD
10	G15	RAI-Henry Rd.-Jacksonville	256-435-3161	256-435-6121	331 Henry Rd.	Jacksonville	AL	36265	Lanetta Alford	Venugopala S. Bheemathani, MD
10	G16	RAI-Snow St.-Oxford	256-835-5914	256-835-5016	711 Snow St.	Oxford	AL	36203	Susan Anderson	Venugopala S. Bheemathani, MD
10	G17	RAI-North St. East-Talladega	256-362-3457	256-315-5096	803 North St. East	Talladega	AL	35160	Susan Anderson	Venugopala S. Bheemathani, MD

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Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
11	E28	RAI-Hospital Dr-Burbsville	606-545-6600	606-546-2964	315 Hospital Dr, Suite 3	Burbsville	KY	40906	Lisa Smith	Ashutosh Lohse, MD
11	E29	RAI-Mary Lynn Dr-Georgetown	502-867-3855	502-867-4899	98 Mary Lynn Dr	Georgetown	KY	40324	Santa Fish	Ziad Sara, MD
11	E30	RAI-Laurel Rd-London	606-862-8888	606-862-8890	775 N Laurel Rd	London	KY	40741	OPEN	Ashutosh Lohse, MD
11	E31	RAI-Delaware Dr-Nicholasville	859-881-8118	859-881-8212	320 Delaware Dr	Nicholasville	KY	40356	Connie Sturgis, COM	Ziad Sara, MD
11	E33	RAI-Jefferson-Princeton	270-365-7588	270-365-7586	401 S Jefferson	Princeton	KY	42445	Robin Day	Dilip Unnikrishnan, MD
11	E33	RAI-Dowley St-Crossville	931-484-4500	931-484-2130	121 Dowley St	Crossville	TN	38555	Amber Key	M.K. Zelin, MD
11	E34	RAI-Bousley Dr-Dickson	615-941-8886	615-941-8620	254 Bousley Dr	Dickson	TN	37055	Yvon Ferrera	Anandee Piyakharshi, MD
11	E35	RAI-Interstate Dr-Manchester	931-728-7333	931-728-5595	367 Interstate Dr	Manchester	TN	37355	Diana Spellman	Teresa Peterson, MD
11	E36	RAI-Spartan Dr-McMinnville	931-507-5700	731-507-5704	1524 Spartan Dr	McMinnville	TN	37110	Anna Chambers	R.P. Sabo, MD
11	E37	RAI-Avenue H-Bay City	979-245-0099	979-245-6435	1105 Avenue H	Bay City	TX	77414	Shelly Bullock	Jess Laminujan, MD
11	E38	RAI-J A Richardson Loop-Ada	580-421-9131	580-421-9135	324 NW J A Richardson Loop	Ada	OK	74820	Charles Ingram	Abdul Khan, MD
11	E47	RAI-Poplar Ave.-Memphis	901-725-0482	901-278-0352	1333 Poplar Avenue	Memphis	TN	38104	Stephanie Williams	Christie Green, MD
11	E48	RAI-Pace Rd-Memphis	901-345-8649	901-345-1013	4185 Pace Road	Memphis	TN	38116	Lisa Browner	Drud Canada, MD
11	E50	RAI-Fast Main-Gallatin	615-452-0913	615-452-4101	270 E Main St	Gallatin	TN	37066	TBD	Matthew Joseph, MD
11	E52	RAI-West Main St-Lebanon	615-449-2825	615-449-2784	1701 W. Main St., Suite 101	Lebanon	TN	37087	TBD	Matthew Joseph, MD
Region 12		Linda Morrison Regional Director 615-838-0066		615-721-4834	PO Box 2000 Rt. 1 Lebanon, TN 37087					
Region #	Center #	Center Name	Center Ph #	Fax	Center Address	City	St	Zip	Center Director	Medical Director
12	A87	RAI-Centre West-Springfield	217-787-3310	217-787-4762	1112 Centre West Drive	Springfield	IL	62704	Marin Valkiro	Merry Downer, MD
12	A88	RAI-North Main-Brook	618-526-7170	618-526-7871	160 N. Main Street	Brook	IL	62230	Geralyn Vogel	Matt Koch, MD
12	A89	RAI-Lincoln Highway-Fairview Heights	618-632-9550	618-632-8903	821 Lincoln Highway	Fairview Heights	IL	62208	Beverly Meyer	Matt Koch, MD
12	A95	RAI-Ames-Omaha	402-451-7754	402-451-8090	5084 Ames Avenue	Omaha	NE	68104	Carol Wren-Jackson	Gerald Groggel, MD
12	A96	RAI-N Healthy Way-Fremont	402-721-1158	402-721-0324	2660 N Healthy Way	Fremont	NE	68025	Cindy Hoffman	Bryce Lund, MD
12	A97	RAI-Center Street-Omaha	402-558-3284	402-558-3114	4411 Center Street, Suite A	Omaha	NE	68105	Diane Heimann	Troy Plumb, MD
12	C01	RAI-Hamacher-Waterloo	618-939-9003	618-939-5984	509 Hamacher Road, Ste.206	Waterloo	IL	62298	Beverly Meyer	Jay Seltzer, MD
12	D10	RAI-NMC/Actura-Omaha	402-552-7746	402-558-3114	4350 Dewey Ave	Omaha	NE	68105	Jana Stensliken	Gerald Groggel, MD
12	E39	RAI-Liberty St-Farmington	573-760-1030	573-760-1026	1370 W Liberty St	Farmington	MO	63640	Bonnie Howe	Mohammed Amin MD
12	E40	RAI-Anney St-Fredericktown	573-783-2089	573-783-7206	105 Anney St	Fredericktown	MO	63645	Kristen Maxon	Mohammed Amin MD
12	E41	RAI-Clayton Rd-Frontenac	314-567-0645	314-989-0986	10435 Clayton Rd, Suite 201	Frontenac	MO	63131	Mary Wilson	Heidi Jokat, MD
12	E42	RAI-High St-Potosi	573-436-8085	573-436-8092	828 E High St	Potosi	MO	63664	Lanna Sudler, COM	Mohammed Amin MD
12	E43	RAI-Hampton Ave-St Louis	314-646-1717	314-646-0636	2635 Hampton Ave	St Louis	MO	63139	Stephanie Houston	Coyal Krishnan, MD
12	E44	RAI-South Towne Square-St Louis	314-894-3400	314-894-1364	1107 South Towne Square	St Louis	MO	63123	Cathy Pempoutis	Karthikapullil Anthony, MD
12	E45	RAI-Parallel Pkwy-Kansas City	913-299-1044	913-328-0597	6401 Parallel Parkway	Kansas City	KS	66102	Robert Hayden	Franz Winkhofer, MD
12	G04	RAI-Rainbow Blvd.-Westwood	913-403-0441	913-403-0681	4720 Rainbow Blvd., Suite 209	Westwood	KS	66205	Open	Helen McCarthy, MD
	RLB-MS	Renalab	601.939.4792 extension 221		197 Interstate Drive/Suite G	Richland	MS	39218		

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PURPOSE

The project addressed in this application is limited to a change of ownership, and does not propose any change to the services provided, including the number of dialysis stations located at RAI-Center West-Springfield. The facility will continue to provide ESRD services to residents of Springfield and the surrounding communities traditionally serviced by the ESRD facility.

The table on the following page identifies each ZIP Code/community that has historically provided 2% or more of the facility's patients. As can be seen in the analysis below, the facility's primary patient population resides in Springfield, with Springfield accounting for approximately 69.6% of RAI-Center West-Springfield's patients. No change in the patient origin distribution is anticipated as a result of the proposed change of ownership, or for any other reason. Also, and as can be seen in the patient origin analysis below, RAI-Center West-Springfield is a primary provider of ESRD services in the area.

RAI-Centre West-Springfield
Patient Origin

<u>ZIP Code Area</u>	<u>Community</u>	<u>%</u>
62702	Springfield	22.8%
62703	Springfield	21.5%
62704	Springfield	11.4%
62707	Springfield	7.6%
62650	Jackson	5.0%
62711	Springfield	3.8%
62563	Rochester	2.5%
62615	Auburn	2.5%
62692	Waverly	2.5%
		<u>79.6%</u>
others, < 2.0%		<u>20.4%</u>
		100.0%

The proposed change of ownership will address the health care status of the population that has traditionally looked to this facility for care, by continuing to provide the ESRD services currently being provided, and with the continued utilization of the facility serving as a measurement of success.

ALTERNATIVES

Section 1110.230(c) requests that an applicant document that the proposed project is the most effective or least costly alternative for meeting the health care needs of the population to be served.

This project is limited to a change of ownership, and more specifically, Renal Advantage is being acquired by and merged into Liberty Dialysis, resulting in a combined "system" of approximately 250 ESRD facilities, nationwide. Included in the acquisition are three ESRD facilities currently owned by Renal Advantage, and located in Springfield, Fairview Heights and Breese.

In order to best respond to Section 1110.230(c), given the particular circumstances and limited nature of the project, when developing an *Application for Permit* for a similar project, the applicant's consultants conducted a technical assistance conference with State Agency Staff (July 12, 2010). That technical assistance conference was documented according to the agency's practice. Through the technical assistance process, the applicants were directed by State Agency staff to set forth the factual background in response to Section 1110.230(c): On August 21, 2010 Liberty Dialysis provided a Letter of Intent to Renal Advantage to acquire Renal Advantage. The offer was not solicited, nor had Renal Advantage solicited acquisition offers from others.

Upon receipt of the offer, and after a four-month due diligence process undertaken by both Liberty and Renal Advantage, the definitive agreement included in this *Application* was negotiated and signed.

With the agreement to proceed with the transaction, the only alternative faced by the applicants related to the three Illinois facilities. More specifically, the significant tax advantages associated with closure of the transaction by December 31, 2010 would be lost if the applicants were to delay the transaction's closure until change of ownership Certificate of Need Permits were secured from the Illinois Health Facilities and Services Review Board for the three Illinois facilities. As a result, the acquisition of the three Illinois facilities was carved out from the larger transaction, and will not occur until the required approval from the IHFSRB is secured.

The three Illinois ESRD facilities will continue to operate, to provide the same services currently being provided, and provide the same number of ESRD stations currently being provided. As a result, the health care needs of the patient populations that rely on the three facilities for their ESRD care will be maintained.

MERGERS, CONSOLIDATIONS, and
ACQUISITIONS/CHANGES OF OWNERSHIP

A. Impact Statement

The proposed change of ownership will not have any impact on the manner in which ESRD services are provided at RAI-Centre West-Springfield. The facility will continue to operate its existing fourteen stations, and no expansion or contraction is anticipated, nor are any changes in the clinical services provided by the facility anticipated.

The operating entity will continue to be RAI Care Centers of Illinois II, LLC.

The change of ownership is a result of Liberty Dialysis acquiring Renal Advantage through a stock option transaction, and Liberty Dialysis' intent to acquire Renal Advantage's three Illinois ESRD facilities, which were carved out of the larger transaction, to allow compliance with the Illinois Health Facilities and Services Review Board's requirements.

No changes to the staffing of RAI-Centre West-Springfield, other than those normally associated with the ongoing operations of an ESRD facility, are anticipated.

The cost associated with the proposed change of ownership is limited to those costs identified in ATTACHMENT 7; and the primary benefit of the project is the ongoing operation of the facility.

B. Access

The proposed change of ownership will not result in any change in accessibility to ESRD services for residents of the area. The admissions policies under which Renal Advantage facilities currently operate are attached, and it is anticipated that following the change of ownership, RAI-Centre West-Springfield will continue to operate under those policies. Confirmation, as required by review criterion 1110.240(c) is attached.

C. Health Care System

The proposed change of ownership will not have any impact on any other area provider.

The table below identifies the three Illinois ESRD facilities currently operated by Renal Advantage. The services provided at each of the facilities is limited to ESRD/chronic dialysis.

Name/Location	Stations	YE 3/30/10 Treatments
RAI-Centre West-Springfield 1112 Centre West Drive Springfield, IL 62704	14	15,210
RAI-Lincoln Highway 821 Lincoln Highway Fairview Heights, IL 62208	20	14,157
RAI-North Main 160 North Main Street Breese, IL 62230	8	3,939

RAI-Centre West-Springfield has a referral agreement in place with Memorial Medical Center in Springfield, which is located 3.9 miles/9 minutes (per MapQuest) from the ESRD facility. A copy of that agreement is attached.

Because of the limited nature of the clinical services provided in ESRD facilities, the use of other health care system facilities, the duplication of services, and the provision of currently unavailable services noted in the *Application for Permit* form (page 17), are not applicable to the proposed change of ownership.

RENAL ADVANTAGE CHARITY CARE POLICY



PATIENT FINANCIAL INDIGENCE

1. PURPOSE:

The purpose of this policy is to ensure that RAI has a process for patients with limited financial resources to receive financial assistance for their share of deductibles and co-insurance relating to our services.

2. POLICY:

RAI will determine if assistance is available for financially indigent patients by comparing the patient's household income to nationally published poverty guidelines. Any patient with household income less than or equal to two times the poverty guideline is considered indigent and would not be responsible for self-pay balances (coinsurance and deductibles) incurred from services provided by the company.

3. SIGNIFICANT ACCOUNTS:

Contractual Adjustments - Charity
Bad Debt Expense
Allowance for Doubtful Accounts

4. PROCEDURES:

This policy includes procedures for the following:

1. Application for Assistance
2. Approval Process
3. Classification of Indigence in QMS
4. Account Adjustment



4.1 Application for Assistance

RESPONSIBILITY

ACTION

Insurance Verification Specialist

1. As part of the insurance verification process, the Insurance Verification Specialist assigns primary, secondary and tertiary insurance for each patient based on the patient's existing coverage.

2. If a new patient is admitted or an existing patient's insurance coverage changes such that the patient does not have primary insurance or does not have a secondary insurance but has Medicare primary, these patients will be forwarded to a Regional Management Designee (Financial Caseworker or Social Worker) to determine options available for underinsured patients.

Regional Management Designee

3. Underinsured patients will be identified and evaluated to determine if any alternative insurance options are available based on the patient's individual circumstances (Medicaid, Medigap, etc.).

4. After all options for third party assistance have been explored and exhausted, the Regional Management Designee will have the patient complete an Application for Patient Assistance (see exhibit REV-E-APP).

5. If a patient has Household Income equal to or less than two times the Poverty Guidelines, the patient is eligible for assistance. Household income is defined as the income of all dependent family members which may include earnings, unemployment compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, and other miscellaneous sources. Attempts should also be made to obtain and evaluate assets convertible to cash such as bank accounts, CD's, etc. Income is pre tax or deductions. Income of non-relatives, such as housemates, should not be considered. Non cash benefits such as food stamps and housing subsidies are not considered income.

4.2 Approval Process

RESPONSIBILITY

ACTION

Regional Management Designee

1. Once the Application for Patient Assistance has been completed, the Regional Management Designee will have the patient sign the document to confirm all data presented is correct.

Originated:

Revised:



Regional Director

2. Once the information is validated by the Regional Management Designee, the form will be signed as approved.
3. The Regional Director must approve the Application for Patient Assistance in order to complete the application.
4. The form, along with supporting documentation, will be forwarded to the Insurance Verification Specialist for input into the QMS system.
5. These steps will be duplicated not less than annually for existing patients who previously qualified for Patient Assistance to ensure the patient's status has not changed.

4.3 Classification of Indigence in QMS

RESPONSIBILITY

ACTION

Insurance Verification Specialist

1. Upon receipt of an approved Application for Patient Assistance, the Insurance Verification Specialist will review the application and supporting documentation.
2. A Self-Pay insurance plan (PAT5) will be added to the appropriate insurance rank (primary, secondary or tertiary) for the patient. The Patient Assistance approval designation is only valid up to one year and must be reestablished annually.

Business Office Manager

3. The Business Office Manager will provide a monthly report of all patients currently set-up with PAT5 Self-Pay insurance to confirm with the Regional Management Designee that all approved patients are set up correctly in QMS.

4.4 Account Write Off

RESPONSIBILITY

ACTION

Collection Specialist

1. Each month, the Collection Specialist will run a QMS aging report identifying all patients with a PAT5 Self-Pay balance. The Collection Specialist will complete a Write-Off Request Form (WORF) and forward to the appropriate person for signature prior to the account being written off (see Policy Rev-F).

Originated:

Revised:

LIBERTY DIALYSIS

PATIENT FOCUSED • PHYSICIAN DRIVEN

7650 SE 27th Street, Suite 200
Mercer Island, WA 98040

Tel 206.236.5001
Fax 206.236.5002

December 13, 2010

Illinois Health Facilities and
Services Review Board
Springfield, IL 62761

To Whom It May Concern:

Please be advised that the proposed change of ownership of the three End-Stage Renal Disease facilities operated by Renal Advantage in Illinois will not result in diminished accessibility to services, nor will the admissions policies of those facilities become more restrictive as a result of the proposed change of ownership.

Sincerely,



Mark E. Caputo
CEO

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ATTACHMENT 19B

Committed to giving our patients the liberty to lead extraordinary lives

RENAL ADVANTAGE ADMISSIONS POLICIES

PATIENT ADMISSION PACKET AND CHECKLIST

Patient Name	
Patient ID Number	
RAI Care Center	

Place check mark in column one when complete or note as NA if not applicable

	Hemodialysis
	Peritoneal Dialysis
	Home Hemodialysis
	Reuse of Dialyzers
	* Assignment of Benefits
	* Financial Responsibility Agreement
	* Laboratory Assignment of Benefits Form
	* Home Therapy Statement of Responsibility and Equipment Usage
	In-Center Patient Rights and Responsibilities and Center Rules
	Home Therapy Patient Rights and Responsibilities and Center Rules
	Grievance Policy
	Grievance Procedure
	Emergency Evacuation Acknowledgement
	Advance Directive Acknowledgement
	Refusal of Blood Products (Complete only if patient desires to refuse administration of blood products)
	Notice of Privacy Practices (HIPAA)
	Consent for Use and Disclosure of Medical Information
	Transportation Choice Acknowledgement
	Disclosure to Caretaker/Personal Representative (Complete only if patient desires to authorize release of information to specific individuals.)
	* Medicare Secondary Payer Questionnaire
	* Proof of Citizenship Form
	TIME Patient Photograph Consent/Declination Form

* Fax copy to Business Office with In-Take Fax Cover Sheet

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Patient Name: _____ ID #: _____

RAI Care Center: _____

CONSENT FOR TREATMENT: HEMODIALYSIS

1. My physician has explained to me that I suffer from end stage renal disease. Because there is no cure for this disease, I understand that I will require continuous, long-term treatment to sustain my life.
2. My physician has explained the different treatment options that may be available to me:
 - In-center hemodialysis
 - Home hemodialysis
 - Peritoneal dialysis (continuous ambulatory or automated)
 - Kidney transplant
3. The potential benefits of hemodialysis have been explained to me by my physician, and may include:
 - Lengthened span of life
 - Improved quality of life
4. The potential risks associated with hemodialysis have been explained to me by my physician, and may include but are not limited to:
 - Altered fluid and electrolyte balance leading to seizures, cramps, irregular heart rhythms, low blood pressure, difficulty breathing, heart failure.
 - Cardiovascular problems such as low or high blood pressure, heart failure, irregular heart rhythms.
 - Treatment-related problems such as infection, blood loss, damage to red blood cells, air embolism.
 - Access problems such as clotting, infiltration, aneurysm/pseudoaneurysm formation, air embolism, blood loss, inadequate blood flow to the limb.
5. I have reviewed the patient rights and responsibilities (which include patient conduct expectations) and center rules and agree to abide by them. I also understand that if my conduct endangers the center, staff or other patients I may not be allowed to receive treatment at the center.
6. I understand the information in this consent. I have had the opportunity to ask questions about the proposed hemodialysis treatments and they have been answered to my satisfaction.
7. I consent to hemodialysis treatments provided by this RAI Care Center. This consent includes acceptance of all treatment orders by my physician, including drugs, blood testing, administration of blood and/or blood products, vaccines and skin testing as needed. I also consent to the administration to me of quality of life and patient satisfaction surveys, as required by federal regulations and by policies and procedures applicable to my center.
8. I further consent to any care or treatment ordered by my physician due to complications which could develop during or after the hemodialysis treatment.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID #: _____

RAI Care Center: _____

CONSENT FOR TREATMENT: PERITONEAL DIALYSIS

1. My physician has explained to me that I suffer from end stage renal disease. Because there is no cure for this disease, I understand that I will require continuous, long-term treatment to sustain my life.
2. My physician has explained the different treatment options that may be available to me:
 - In-center hemodialysis
 - Home hemodialysis
 - Peritoneal dialysis (continuous ambulatory or automated)
 - Kidney transplant
3. The potential benefits of peritoneal dialysis have been explained to me by my physician, and may include:
 - Lengthened span of life
 - Improved quality of life
4. The potential risks associated with peritoneal dialysis have been explained to me by my physician, and may include but are not limited to:
 - a. Peritonitis or exit-site infections
 - b. Access complications, such as catheter and/or pericatheter leak
 - c. Fluid/electrolyte imbalances
 - d. Hernia development
5. I have reviewed the patient rights and responsibilities (which include patient conduct expectations) and center rules and agree to abide by them. I also understand that if my conduct endangers the center, staff or other patients I may not be allowed to receive treatment at the center.
6. I understand the information in this consent. I have had the opportunity to ask questions about peritoneal dialysis and they have been answered to my satisfaction.
7. I consent to peritoneal dialysis treatments provided by this RAI Care Center. This consent includes acceptance of all treatment orders by my physician, including drugs, blood testing, administration of blood and/or blood products, vaccines and skin testing as needed. I also consent to the administration to me of quality of life and patient satisfaction surveys, as required by federal regulations and by policies and procedures applicable to my center.
8. I further consent to any care or treatment ordered by my physician due to complications which could develop during the course of peritoneal dialysis treatment.

Patient Name (printed)	Patient/Legal Representative Signature
Patient ID Number	Witness to Signature
	Date

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Patient Name: _____ ID #: _____

RAI Care Center: _____

CONSENT FOR TREATMENT: FREQUENT HOME HEMODIALYSIS

1. My physician has explained to me that I suffer from end stage renal disease. Because there is no cure for this disease, I understand that I will require continuous, long-term treatment to sustain my life.
2. My physician has explained the different treatment options that may be available to me:
 - In-center hemodialysis
 - Home hemodialysis
 - Peritoneal dialysis (continuous ambulatory or automated)
 - Kidney transplant
3. The potential benefits of hemodialysis have been explained to me by my physician, and may include:
 - Lengthened span of life
 - Improved quality of life
 - Improved cardiac function and better control of blood pressure
 - More liberal diet/fluid intake
4. The potential risks associated with hemodialysis have been explained to me by my physician, and may include but are not limited to:
 - Altered fluid and electrolyte balance leading to seizures, cramps, irregular heart rhythms, low blood pressure, difficulty breathing, heart failure.
 - Risk of infection
 - Treatment-related problems such as blood loss, damage to red blood cells, air embolism, dialyzer reaction.
 - Access problems such as clotting, aneurysm/pseudoaneurysm formation, air embolism, blood loss, inadequate blood flow to the limb.
5. I understand my responsibilities as a home hemodialysis patient and the rules of the center and agree to abide by both. I also understand that:
 - Home treatment may be discontinued and return to in-center hemodialysis may occur if I do not follow requirements for home hemodialysis as outlined in the RAI Patient Rights and Responsibilities.
 - Treatment may be discontinued and return to the center denied if my conduct endangers the center or the welfare of other patients or staff.
 - If for any reason, my participation in the program ends, I will promptly return the home hemodialysis machine and any unused supplies to the Center responsible for my care based on instructions given to me by the Center. My failure to comply with this return policy will result in making me financially responsible for the home hemodialysis machine and supplies.
 - I am responsible for having homeowners or rental insurance that covers the value of the hemodialysis machine while it is in my possession.

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CARE CENTERS

Patient Name: _____ ID #: _____

RAI Care Center: _____

- 6. I understand the information in this consent. I have had the opportunity to ask questions about the proposed hemodialysis treatments and they have been answered to my satisfaction.
- 7. I consent to hemodialysis treatments provided by this RAI Care Center. This consent includes acceptance of all treatment orders by my physician, including drugs, blood testing, administration of blood and/or blood products, vaccines and skin testing as needed. I also consent to the administration to me of quality of life and patient satisfaction surveys, as required by federal regulations and by policies and procedures applicable to my center.
- 8. I further consent to any care or treatment ordered by my physician due to complications which could develop during or after the hemodialysis treatment.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID #: _____

RAI Care Center: _____

CONSENT FOR TREATMENT: REUSE OF HEMODIALYZER

1. My physician or a licensed nurse with the RAI Care Center (RAI) has explained the process of reusing dialyzers practiced in this center.
2. I understand that reuse of dialyzers means that the dialyzer is assigned to me specifically and will not be used by any other patient. I agree to participate with identification of my dialyzer before each hemodialysis treatment which includes identifying my name on the dialyzer and verifying the number of times the dialyzer has been reprocessed before each hemodialysis treatment.
3. I understand that the benefits of reprocessing of dialyzers may include, but not be limited to:
 - Decreased risk of being dialyzed on a dialyzer with leaks.
 - Decreased incidence of first use syndrome, a reaction with symptoms usually caused by use of a new, non-reprocessed dialyzer in hypersensitive patients. Symptoms may include a lower incidence of back and chest pain, cramps, fever, sweating, blood pressure problems, nausea and/or vomiting.
4. I understand that the risks of reprocessing of dialyzers may include, but not be limited to:
 - Exposure to a residual amount of _____ (list chemical used in this center to reprocess dialyzers). Long-term effects of this exposure are unknown at present.
 - Increased risk of infections and/or fever producing (pyrogenic) reactions.
 - Potential for being treated using someone else's dialyzer.
5. I may ask questions at any time about dialyzer reuse and the reprocessing procedures used in this center. I have the right to receive complete, fair and understandable answers to my questions. I may arrange to tour the reuse area, but I understand that I cannot enter the reuse room without a licensed nurse in attendance.
6. I understand that:
 - I may review the center's written reuse policies and procedures.
 - Single-use dialyzers are recommended by the dialyzer manufacturer for one-time use only.
 - I have the right to verbally withdraw my consent for dialyzer reuse for any reason, followed by a written notice to the supervising practitioner.
 - I have the right to file a written complaint with the dialysis center and the applicable local authorities with oversight of dialysis centers, and expect a resolution of that complaint by the dialysis center.



Patient Name: _____ ID #: _____

RAI Care Center: _____

- I have the right to expect safe and effective reprocessing of dialyzers.
- I have the right not to participate in the reprocessing of dialyzers without the loss of any services of the dialysis center.

7. I understand the information in this consent. I have had the opportunity to ask questions about the reuse of dialyzers and they have been answered to my satisfaction.

_____ I give consent to allow hemodialysis treatments with reprocessed dialyzers.

_____ I do **NOT** give consent to allow hemodialysis treatments with reprocessed dialyzers.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID #: _____

RAI Care Center: _____

ASSIGNMENT OF BENEFITS

I acknowledge that the information given by me in applying for payment under title XVIII of the Social Security Act is correct.

I acknowledge that entities owned by RA Group Holdings, Inc. (including Renal Advantage Inc. and RAI II, LLC, as applicable) and agents, have my permission to submit medical claims on my behalf for all payers, including, but not limited to, Medicare, Medicaid, Commercial and/or HMO/PPO products.

I authorize any holder of medical or other information about _____ (enter patient's name) to release to the Social Security Administration or its intermediaries or carriers or the Professional Standard Review Organization any information needed for this or a related Medicare claim.

I request that payments of authorized benefits for services rendered be paid to the applicable owned entity and/or agents of my RAI Care Center. This assignment of benefits shall apply until such time that written notification from me, or my authorized legal representative (if any), states otherwise.

I understand and agree that any deductibles, co-insurance, and uninsured amounts are my responsibility and must be paid in full within 30 days of receipt of the billing statement. I further acknowledge that I have entered into a Financial Responsibility Agreement which further describes my responsibilities.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date

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Patient Name: _____ ID #: _____

RAI Care Center: _____

FINANCIAL RESPONSIBILITY AGREEMENT

I understand that I am personally responsible for the payment for my dialysis treatments and other services I receive at RAI Care Centers. This financial responsibility continues until my applicable insurance carriers (whether through commercial payors or government payors) reimburse RAI Care Centers in full for all such treatments and services, or I am released from responsibility for such payments. Should my account be referred to an attorney or collection agency for collection, I agree to pay interest, attorney's fees and costs of collection in addition to the unpaid charges.

I hereby agree that I will assist RAI Care Centers in obtaining authorization and payment and maintaining eligibility for the treatments and services provided to me from my insurance carrier or government program. I will apply for benefits under any state or federal programs and secondary insurance programs for which I am eligible to participate. In connection with the foregoing, I will provide medical records and personal financial information as RAI Care Centers may need for such insurance plans and government programs. I hereby agree to assist and cooperate with RAI Care Centers in obtaining payment from any plan or program responsible for paying for my treatment and services, appeals or hearings, at RAI Care Center's expense, if there is any dispute relating to payment for my treatment or services.

If I receive payment directly from any such plan or fund for services, treatments, drugs or supplies provided by RAI Care Centers, I hereby agree to immediately endorse and/or forward such payments to RAI Care Centers. I understand and agree that I am responsible for any co-payment or deductible which I am required to pay under any commercial payor or government program in which I am participating and which is responsible for paying for my treatment and services.

I also hereby authorize RAI Care Centers to act on my behalf in appealing or pursuing any claims against a plan or fund if there are payment disputes.

If my information changes concerning my status (i.e., insurance coverage, information about my address, employment or financial situation), I shall promptly provide that new information to the Center Director of my RAI Care Center.

Patient Name (printed)

Date

Signature of patient or personal representative

If personal representative, personal representative's authority to act



Assignment of Benefits

I CONSENT TO RELEASE MEDICAL INFORMATION FOR PAYMENT

I authorize RenaLab, Inc., to release information about my medical condition and medical treatment as necessary to receive payment from any health insurance company or other entity responsible for paying medical expenses incurred by me. Such entities include, but are not limited to, government health insurance programs such as Medicare, Medicaid and worker's compensation; Blue Cross Blue Shield plans and other commercial health insurance companies; and liability insurance companies such as automobile, homeowners and commercial liability carriers. This authorization specifically includes the release of medical information concerning drug- or alcohol-related conditions, psychological or psychiatric conditions, and/or infectious or communicable diseases, including without limitation AIDS/HIV. I authorize a copy of this Authorization to be used in place of the original.

CONSENT: _____ (INITIAL)

II. ASSIGNMENT OF INSURANCE BENEFITS

I assign RenaLab, Inc. any and all insurance benefits that may be payable to me under any insurance policy for treatment services. I direct that the payment of any such benefits be made directly to the billing entity. This Assignment is intended by me to confer on the billing entity an independent right of recovery against any such insurance company, but shall not be construed as an obligation of the billing entity to pursue any such right of recovery. I authorize a copy of this Assignment to be used in place of the original.

CONSENT: _____ (INITIAL)

III. FINANCIAL AGREEMENT

I agree to be financially responsible for any and all charges by RenaLab, Inc. for laboratory services provided to me or another person for whom I am financially responsible, including charges not covered by insurance and for which my insurance program advises I am financially responsible. Should the account be referred to an attorney or collection agency for collection, I agree to pay interest, actual attorney's fees and costs of collection in addition to the unpaid charges.

CONSENT: _____ (INITIAL)

I hereby certify that I have read the above acknowledgements, assignments of benefits, and financial agreement; that I fully and completely understand the information contained herein; and that I knowingly, freely, and voluntarily sign this document.

Patient/Parent/Guardian/Conservative

Date

Patient Name (printed)

Social Security Number

Witness (if signs with mark instead of signature)

ATTACHMENT 19B

Patient Name: _____ RAI Care Center: _____

**Statement of Responsibility and Equipment Usage Agreement (the
"Agreement") for Home Therapy**

I, _____ (insert either name of patient or name of patient's legal guardian or representative) understand that equipment prescribed for _____ (the "Patient") by the Patient's physician to perform dialysis in the patient's home (the "Equipment") is rented/provided on behalf of the Patient by RAI Care Centers ("RAI"). The Equipment is the responsibility of RAI and is made available to the Patient for the sole purpose of performance of dialysis in the Patient's home. The Equipment is not owned by any party other than RAI. Neither the Patient nor any one else on behalf of the Patient has any ownership interest in or rights to the Equipment except for the rights expressly provided for herein.

The Equipment is provided to the Patient for performance of dialysis treatments at the home address location that is documented in the Patient's medical record with RAI as the Patient's residence. At no time may anyone transport the Equipment from the Patient's resident location without notifying RAI in advance of such transportation.

Patient or Patient's Legal Guardian or Representative agrees to be responsible for:

- Properly caring for the equipment as instructed to do so by RAI
- Maintaining the Equipment at the Patient's resident location unless advance permission to relocate the Equipment is given by RAI
- Immediately notifying RAI of a transplantation, recovery of renal function, cessation of dialysis, transfer to hemodialysis, death, transfer to another home training center or moving from the Patient's resident location.

Patient or Patient's Legal Guardian or Representative agrees to return the Equipment immediately to RAI if:

- The Patient is no longer using the Equipment for home dialysis
- The Patient is planning to move or leave the area
- The Patient transfers to another dialysis center
- The Patient dies

I further agree that should I fail to return the Equipment as described hereinabove, or otherwise breach the terms of this Agreement in any material respect, I will be solely and individually liable for the full replacement cost of the Equipment, plus interest. I agree to contact my homeowner's insurance company, if applicable, and include the Equipment on a rider to my policy with RAI as the additional insured. I further agree that if RAI is forced to pursue legal action to recover the Equipment or monetary damages from me, I will be liable for all of RAI's attorney's fees, court costs and all other costs associated with any such legal action. I also agree that the validity,



Patient Name: _____ RAI Care Center: _____

Interpretation and enforceability of the Agreement and the capacity of the parties hereto shall be determined and governed by the substantive laws of the state in which the RAI center is located, without regard to such state's conflicts of laws provisions.

Patient

Date

Patient's Legal Guardian or Representative

Date

Witness

Date

Patient Name: _____ ID#: _____

RAI Care Center: _____

PATIENT RIGHTS AND RESPONSIBILITIES

PATIENT RIGHTS

As an RAI Care Center (RAI) patient, you have the right to:

1. Be informed about options for treatment (including the right to refuse or discontinue treatment) and treatment modalities and settings for treatment, including
 - Home hemodialysis
 - CAPD or CCPD
 - Transplant
 - In-center hemodialysis
2. Receive resource information about the following:
 - modalities not offered by this dialysis center,
 - options for scheduling treatment for patients who wish to work or go to school (in this center and at other centers if necessary to accommodate work hours)
3. Be fully informed regarding services available in the center, and the responsibilities of staff who will deliver those services.
4. Be accepted for treatment without regard to age, race, sex, religion, ethnic origin, disability or other factors unrelated to the provision of appropriate medical care.
5. Be treated with courtesy, dignity, consideration and respect as a unique individual with personal needs, including the need for reasonable privacy and sensitivity to your psychological needs and ability to cope with chronic kidney disease.
6. Privacy and confidentiality in all aspects of treatment.
7. Be informed regarding center policies and rules that apply to patient care.
8. Be aware that if you have or contract hepatitis B you will receive treatment using specific isolation measures, and if you have an infection spread by airborne means (such as TB) you will require treatment in a hospital with respiratory isolation equipment.
9. Be informed of any changes in the center's operations or policies that relate to patient care in a timely manner.



Patient Name: _____ ID#: _____

RAI Care Center: _____

10. Know the process for filing a complaint or grievance verbally or in writing to center staff, administration, the ESRD network organization and regulatory agencies without fear of reprisal, discrimination or retaliation.
11. Be fully informed of your medical status by your physician (or physician extender) and suitability for transplant and all other treatment options, including the necessity for the treatment(s) and expected benefits and possible risks and/or side effects of treatment.
12. Change the type of treatment you receive unless you are not medically suitable for that type of treatment.
13. Be informed about and participate, if desired, in all aspects of your care including development of your treatment plan.
14. Receive services as outlined in your plan of care.
15. Refuse or discontinue treatment/appointments to the extent permitted by law and to be informed of the medical consequences of refusing treatment/appointment.
16. Obtain and review your medical records per the process defined by center policy.
17. Know that your medical records and all personal information will be considered confidential.
18. Know the costs of services, and possible sources of payment.
19. Interpreter services if you do not speak English, or other assistance if you have communication difficulties.
20. Have an Advance Medical Directive and to have it honored by your physician and treatment center, and review RAI's policy for Advance Medical Directives
21. Request a transfer to another center.
22. Be fully informed of reasons for discharge or transfer from the center (for medical reasons or non-payment of funds) and to be given 30 days' written advance notice at minimum unless the reason involves issues of immediate safety to other patients or staff
23. Request a change in physician.
24. Agree to or refuse permission to participate in the reuse program as applicable.

Patient Name: _____ ID#: _____

RAI Care Center: _____

25. Have questions regarding reuse answered completely and in understandable terms.
26. Refuse to participate in experimental research without fear of reprisal.
27. Bring a clean blanket or other covering from home. Staff will make every reasonable attempt to ensure a comfortable temperature but a blanket may help if you feel chilled.

PATIENT RESPONSIBILITIES

It is RAI's policy to promote a safe environment for its employees, patients and visitors. RAI is committed to maintaining an environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. If you do not adhere to stated responsibilities be aware that there may be consequences, which may include, but are not limited to, physical side effects, loss of privileges and temporary or permanent dismissal from the center. As an RAI patient, you have the following responsibilities to yourself, the center staff and your fellow patients.

You have the responsibility to:

28. Understand and follow the center's rules regarding security and safety of patients and staff.
29. Keep your access site uncovered and visible to staff during the dialysis treatment to ensure safety.
30. Treat members of the health care team and other patients with consideration and respect, and agree to stop use of any behavior, language or actions that staff or other patients find offensive, degrading or threatening.
31. Avoid behaviors that may make others in the center uncomfortable or fearful of their personal safety (such as acting aggressively toward others, screaming, yelling or throwing objects).
32. Not bring to the center any weapons or items that could be used as a weapon.
33. Not bring alcohol or illegal drugs to the dialysis center.
34. Allow searches of personal belongings if there is reason to believe that you have brought prohibited items to the center, and permit removal of such items if found while you are in the dialysis center.

Patient Name: _____ ID#: _____

RAI Care Center: _____

35. Assure that you and your visitors act reasonably and do not interfere with the center's operations.
36. Learn as much as possible about your illness, treatment choices and rights and responsibilities.
37. Actively participate in planning of your health care.
38. Inform health care team members of your complete medical history.
39. Inform health care team members of any signs or symptoms of problems related to your illness or treatment.
40. Adhere to your treatment plan, including arriving on time to receive your full treatment as prescribed and to inform center staff if you will miss a treatment.
41. Follow the prescribed diet and notify health care team members of problems related to following your diet so further education or other assistance can be provided.
42. Take medications as prescribed and inform health care team members of problems related to your medication plan so further education or other assistance can be provided.
43. Inform the health care team members as soon as possible if you have any infectious disease.
44. Know and follow the center's procedures for controlling infectious diseases. This includes (as applicable):
 - washing your access before coming to your treatment chair
 - wearing gloves when holding pressure to your access site
 - washing your hands before leaving the treatment area
 - notifying center staff if you have any signs or symptoms of a communicable illness
 - being treated in a designated isolation room/area and not participating in dialyzer reuse if you have Hepatitis B
45. Notify health care team members if you have an Advance Medical Directive and provide a copy to be placed in your medical record.
46. Inform center staff promptly of any changes in your address, phone number, contacts or other personal information.



Patient Name: _____ ID#: _____

RAI Care Center: _____

PATIENT FINANCIAL RESPONSIBILITIES

As an RAI Care Center patient, you have the following financial responsibilities:

- 47. Be responsible for the payment of your dialysis treatments and other services received at RAI Care Centers.
- 48. Provide health care team members with current insurance and financial information, apply for any coverage for which you are eligible and notify the center about possible problems with full payment for treatment.
- 49. Assist and cooperate with RAI Care Centers to obtain payment from any plan or program responsible for paying for your treatment and services.
- 50. Promptly inform the Center Director of your RAI Care Center of any changes in your status (i.e., insurance coverage, address, employment or financial information).
- 51. Immediately endorse and/or forward payments that you may receive directly from your insurance carrier or government program for services, treatments, drugs or supplies provided by your RAI Care Center.
- 52. Be responsible for payment of any co-payment or deductible required by my insurance carrier or government program that pays for my dialysis treatment and services.
- 53. Authorize RAI Care Center to act on your behalf in appealing or pursuing any claims against your insurance plan or fund if there are payment disputes.

I acknowledge that I have read or have had the RAI Patient Rights and Responsibilities read and/or explained to me. I understand that failure to adhere to the Responsibilities may result in the consequences outlined in this document.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



CARE CENTERS

Patient Name: _____ ID#: _____

RAI Care Center: _____

CENTER RULES

RAI Care Centers (RAI) patients shall agree to abide by the rules of the RAI Care Center. These rules shall include, but not be limited to the following:

1. No weapons, alcohol or illegal drugs of any type are allowed in the dialysis center.
2. No smoking is allowed in the dialysis center.
3. No routine oral medications will be provided. You may bring these from home; however, be sure to tell the healthcare staff when you take any medications in the dialysis center because some medications can cause complications during dialysis.
4. Visitors are allowed in the treatment area only by permission of the nurse in charge. Visitors will be offered use of appropriate personal protective equipment (PPE) as appropriate.
5. Young children will not be allowed in the treatment/appointment area except under special circumstances as determined by the nurse in charge. Children cannot be left in the waiting area without adult supervision.
6. RAI is not responsible for lost or stolen articles.
7. To ensure patient and staff safety, patients are not allowed inside the RAI care center until at least two employees are present. Patients are not allowed in the treatment area until a Registered Nurse is present.
8. For safety reasons, patients must remain in view of staff during in-center hemodialysis treatments. In addition, the vascular access site must remain in view of the dialysis staff during the hemodialysis treatment.
9. For safety reasons, patients are not allowed to bring any plug-in electrical items (such as electric blankets, radios, etc).
10. For safety and infection control reasons, staff cannot provide heated items to patients who are chilled, or allow use of electric blankets. If patients become chilled they may:
 - bring clean blankets or other coverings from home, or
 - obtain and bring adhesive heating strips/pads to warm body areas



CARE CENTERS

Patient Name: _____ ID#: _____

RAI Care Center: _____

I acknowledge that I have read or have had the RAI Care Center rules read and/or explained to me. I understand that failure to adhere to these rules may result in consequences outlined in the Patient Rights and Responsibilities.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date

Patient Name: _____ ID #: _____

RAI Care Center: _____

PATIENT RIGHTS AND RESPONSIBILITIES: HOME THERAPIES

PATIENT RIGHTS

As an RAI Care Center (RAI) patient, you have the right to:

1. Be informed about options for treatment (including the right to refuse or discontinue treatment) and treatment modalities and settings for treatment, including
 - a. Home hemodialysis
 - b. CAPD or CCPD
 - c. Transplant
 - d. In-center hemodialysis
2. Receive resource information about the following:
 - a. modalities not offered by this dialysis center,
 - b. options for scheduling treatment for patients who wish to work or go to school (in this center and at other centers if necessary to accommodate work hours)
3. Be fully informed regarding services available in the center, and the responsibilities of staff who will deliver those services.
4. Be accepted for treatment without regard to age, race, sex, religion, ethnic origin, disability or other factors unrelated to the provision of appropriate medical care.
5. Be treated with courtesy, dignity, consideration and respect as a unique individual with personal needs, including the need for reasonable privacy and sensitivity to your psychological needs and ability to cope with chronic kidney disease.
6. Privacy and confidentiality in all aspects of treatment.
7. Be informed regarding center policies and rules that apply to patient care.
8. Be aware that if you have or contract hepatitis B you will receive treatment using specific isolation measures, and if you have an infection spread by airborne means (such as TB) you will require treatment in a hospital with respiratory isolation equipment.
9. Be informed of any changes in the center's operations or policies that relate to patient care in a timely manner.



Patient Name: _____ ID #: _____

RAI Care Center: _____

10. Know the process for filing a complaint or grievance verbally or in writing to center staff, administration, the ESRD network organization and regulatory agencies without fear of reprisal, discrimination or retaliation.
11. Be fully informed of your medical status by your physician (or physician extender) and suitability for transplant and all other treatment options, including the necessity for the treatment(s) and expected benefits and possible risks and/or side effects of treatment.
12. Change the type of treatment you receive unless you are not medically suitable for that type of treatment.
13. Be informed about and participate, if desired, in all aspects of your care including development of your treatment plan.
14. Receive services as outlined in your plan of care.
15. Refuse or discontinue treatment/appointment to the extent permitted by law and to be informed of the medical consequences of refusing treatment/appointment.
16. Obtain and review your medical records per the process defined by center policy.
17. Know that your medical records and all personal information will be considered confidential.
18. Know the costs of services, and possible sources of payment.
19. Interpreter services if you do not speak English, or other assistance if you have communication difficulties.
20. Have an Advance Medical Directive and to have it honored by your physician and treatment center.
21. Request a transfer to another center.
22. Be fully informed of reasons for discharge or transfer from the center (for medical reasons or non-payment of funds) and to be given 30 days' written advance notice at minimum unless the reason involves issues of immediate safety to other patients or staff.
23. Request a change in physician.



Patient Name: _____ ID #: _____

RAI Care Center: _____

- 24. Agree to or refuse permission to participate in the reuse program as applicable.
- 25. Have questions regarding reuse answered completely and in understandable terms (if in-center hemodialysis is ever necessary).
- 26. Refuse to participate in experimental research without fear of reprisal.
- 27. Bring a clean blanket or other covering from home. Staff will make every reasonable attempt to ensure a comfortable temperature but a blanket may help if you feel chilled.

PATIENT RESPONSIBILITIES

It is RAI's policy to promote a safe environment for its employees, patients and visitors. RAI is committed to maintaining an environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. If you do not adhere to stated responsibilities be aware that there may be consequences, which may include, but are not limited to, physical side effects, loss of privileges and temporary or permanent dismissal from the center. As an RAI patient, you have the following responsibilities to yourself, the center staff and your fellow patients.

You have the responsibility to:

- 28. Understand and follow the center's rules regarding security and safety of patients and staff.
- 29. Treat members of the health care team and other patients with consideration and respect, and agree to stop use of any behavior, language or actions that staff or other patients find offensive, degrading or threatening.
- 30. Avoid behaviors that may make others in the center uncomfortable or fearful of their personal safety (such as acting aggressively toward others, screaming, yelling or throwing objects).
- 31. Not bring to the center any weapons or items that could be used as a weapon.
- 32. Not bring alcohol or illegal drugs to the dialysis center.
- 33. Allow searches of personal belongings if there is reason to believe that you have brought prohibited items to the center, and permit removal of such items if found while you are in the dialysis center.



Patient Name: _____ ID #: _____

RAI Care Center: _____

- 34. Assure that you and your visitors act reasonably and do not interfere with the center's operations.
- 35. Learn as much as possible about your illness, treatment choices and rights and responsibilities.
- 36. Actively participate in planning of your health care.
- 37. Attend, participate in and complete home training per current RAI home training processes.
- 38. Perform and document dialysis/equipment procedures as taught and provide treatment records and equipment maintenance records (if applicable) to the center.
- 39. Order your own dialysis supplies as taught.
- 40. Administer medications at home and complete all documentation of medication administration as instructed.
- 41. Dispose of used dialysis supplies as instructed.
- 42. Return all home dialysis equipment and unused supplies to the vendor upon cessation of home dialysis as directed by my RAI Care Center staff.
- 43. Have or obtain homeowners or rental insurance that covers the value of the dialysis equipment.
- 44. Ensuring that only persons who have been trained by designated RAI Care Center personnel will use/maintain dialysis equipment and perform dialysis treatments.
- 45. Inform health care team members of your complete medical history.
- 46. Inform health care team members of any signs or symptoms of problems related to your illness or treatment.
- 47. Adhere to your treatment plan, and to inform center staff if you will miss an appointment or clinic visit.
- 48. Follow the prescribed diet and notify health care team members of problems related to following your diet so further education or other assistance can be provided.



Patient Name: _____ ID #: _____

RAI Care Center: _____

- 49. Take medications as prescribed and inform health care team members of problems related to your medication plan so further education or other assistance can be provided.
- 50. Inform the health care team members as soon as possible if you have any infectious disease.
- 51. Know and follow the center's procedures for controlling infectious diseases. This includes (as applicable):
 - washing your access before coming to your treatment chair
 - wearing gloves when holding pressure to your access site
 - washing your hands before leaving the treatment area
 - notifying center staff if you have any signs or symptoms of a communicable illness
 - being treated in a designated isolation room/area and not participating in dialyzer reuse if you have Hepatitis B
- 52. Notify health care team members if you have an Advance Medical Directive and provide a copy to be placed in your medical record.
- 53. Inform center staff promptly of any changes in your address, phone number, contacts or other personal information.

Home Hemodialysis Specific Patient Responsibilities:

- 54. Keep your vascular access site uncovered and visible to staff during the hemodialysis treatment to ensure safety.
- 55. Have at least one partner who is trained to perform all applicable hemodialysis procedures and who is readily available to the patient during all home hemodialysis treatments.
- 56. Providing and paying for home alterations, if the home environment does not meet the requirements for home hemodialysis as required by the home hemodialysis machine manufacturer.

PATIENT FINANCIAL RESPONSIBILITIES

As an RAI Care Center patient, you have the following financial responsibilities:

- 57. Be responsible for the payment of your dialysis treatments and other services received at RAI Care Centers.



Patient Name: _____ ID #: _____

RAI Care Center: _____

- 58. Provide health care team members with current insurance and financial information, apply for any coverage for which you are eligible and notify the center about possible problems with full payment for treatment.
- 59. Assist and cooperate with RAI Care Centers to obtain payment from any plan or program responsible for paying for your treatment and services.
- 60. Promptly inform the Center Director of your RAI Care Center of any changes in your status (i.e., insurance coverage, address, employment or financial information).
- 61. Immediately endorse and/or forward payments that you may receive directly from your insurance carrier or government program for services, treatments, drugs or supplies provided by your RAI Care Center.
- 62. Be responsible for payment of any co-payment or deductible required by my insurance carrier or government program that pays for my dialysis treatment and services.
- 63. Authorize RAI Care Center to act on your behalf in appealing or pursuing any claims against your insurance plan or fund if there are payment disputes.

I acknowledge that I have read or have had the RAI Patient Rights and Responsibilities read and/or explained to me. I understand that failure to adhere to the Responsibilities may result in the consequences outlined in this document.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date

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Patient Name: _____ ID #: _____

RAI Care Center: _____

CENTER RULES: HOME THERAPY

RAI Care Centers (RAI) patients shall agree to abide by the rules of the RAI Care Center. These rules shall include, but not be limited to the following:

1. No weapons, alcohol or illegal drugs of any type are allowed in the dialysis center.
2. No smoking is allowed in the dialysis center.
3. No routine oral medications will be provided. You may bring these from home; however, be sure to tell the healthcare staff when you take any medications in the dialysis center because some medications can cause complications during dialysis.
4. Visitors are allowed in the treatment area only by permission of the nurse in charge. Visitors will be offered use of appropriate personal protective equipment (PPE) as appropriate.
5. Young children will not be allowed in the treatment/appointment area except under special circumstances as determined by the nurse in charge. Children cannot be left in the waiting area without adult supervision.
6. RAI is not responsible for lost or stolen articles.
7. To ensure patient and staff safety, patients are not allowed inside the RAI care center until at least two employees are present. Patients are not allowed in the treatment area until a Registered Nurse is present.
8. For safety reasons, patients must remain in view of staff or the patient's care partner during hemodialysis treatments. In addition, the vascular access site must remain in view of the dialysis staff or care partner during the hemodialysis treatment.
9. For safety reasons, patients are not allowed to bring any plug-in electrical items (such as electric blankets, radios, etc).
10. For safety and infection control reasons, staff cannot provide heated items to patients who are chilled, or allow use of electric blankets. If patients become chilled they may:
 - bring clean blankets or other coverings from home, or
 - obtain and bring adhesive heating strips/pads to warm body areas



Patient Name: _____ ID #: _____

RAI Care Center: _____

I acknowledge that I have read or have had the RAI Care Center Rules read and/or explained to me. I understand that failure to adhere to these rules may result in consequences outlined in the Patient Rights and Responsibilities.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID #: _____

RAI Care Center: _____

GRIEVANCE PROCESS: PATIENTS

PURPOSE:

To provide prompt and equitable resolution of patient complaints or issues affecting past, current or potential patient(s) in an RAI Care Center.

POLICY:

RAI patients and/or their family members have the right to address problems they identify in the treatment received without fear of discrimination, denial of services or reprisal. They also have the responsibility to be familiar with their rights and responsibilities, as well as the center's rules. Patients and families should also be aware of the center's internal grievance process and the means to file an external grievance if desired.

1. Patients using the grievance process will not be intimidated, threatened, coerced or retaliated against for use of the grievance process.
2. The grievance process applies to all RAI patients, including transient patients.
3. Each center shall post the following in an area that is readily visible to patients and families for reading:
 - a copy of the RAI policy and procedure for the grievance process currently in effect
 - the full contact information (including mailing address and complaint phone number) for the center's Network, State survey agency and other agencies (such as the Department of Public Health) as applicable for filing of external grievances.
4. Patients may file internal or external grievances personally, anonymously or through a representative of the patient's choosing.
5. Filing of an internal RAI grievance is not required to file an external grievance.
6. Upon admission to the RAI Care Center, each patient will receive:
 - a copy of the internal RAI policy and procedure for the grievance process.
 - detailed contact information for the applicable Network, State survey agency or other agency (such as the Department of Public Health) as applicable
7. Patients may express their grievance through verbal or written means, although it is requested that grievances be provided in written form whenever possible.
8. Copies of written grievances submitted by patients and/or family members will be maintained in a separate file that is kept in a secure, locked location in the center and retained for the length of time as medical records



CARE CENTERS

Policy # G-29
Page 2 of 2

Patient Name: _____ ID #: _____

RAI Care Center: _____

9. The Center Director shall keep a log of all grievances that notes the date the grievance was initiated and the ongoing status of the grievance.

A copy of this policy was given to:

Patient Name: _____, at
RAI Care Center: _____, on Date: _____
(file original signed document in designated section of patient's medical record)

Patient Name: _____ ID #: _____

RAI Care Center: _____

GRIEVANCE PROCESS: PATIENTS

RAI Care Center (RAI) patients and/or their family members who feel they have a grievance should follow the steps outlined in the RAI policy for the grievance process. This includes past, current or potential patients, as well as transient patients. Patients who require assistance with initiating the grievance process may request the aid of the center's Social Worker.

1. Patients are not required to use the internal RAI grievance process and may elect to file a grievance using the external grievance process at any time.
2. At any time during the grievance process patients and/or families who are not satisfied with the process and/or any decisions reached may submit their grievances to the appropriate regulatory agency, such as the ESRD Network Agency, the Office of Civil Rights, the Department of Public Health or the Department of Health and Human Services for their area. Contact information for these agencies will be provided by your RAI Care Center or Social Worker.
3. It is requested that grievances be presented in written form if possible. If this is not possible, the grievance may be presented verbally. Grievances should be initially presented to the nurse in charge or designee of the concerned center.
4. The Center Director shall keep a copy of the grievance in a secure and locked file.
5. If the grievance involves the Center Director, the patient and/or family may proceed to Step Seven.
6. The Center Director will investigate the grievance and make every attempt possible to resolve the issue and communicate the resolution in writing to the patient and/or family within 10 working days. The Center Director or designee will then develop a written and dated summary of the grievance and the proposed attempt to resolve the problem.
7. If the patient and/or family are not satisfied with the decision reached by the Center Director, the patient and/or family should forward the written decision from the nurse in charge or designee and a copy of the original grievance to the Regional Director, and should request to have the decision reviewed. The patient and/or family may also request a personal meeting with the Regional Director instead of submitting written materials. The Regional Director will confer with the patient, the Center Director or designee and any other persons as appropriate, investigate the problem and communicate a decision in writing to all involved parties within 15 working days of being made aware of the problem.
8. If the patient and/or family are still not satisfied with the decision reached, the decision may be appealed to the Chief Operating Officer by submitting all documentation and the wish to appeal the decision to the Chief Operating Officer. The Chief Operating Officer will review and investigate the grievance and will then issue a final, written decision within 15 working days of receiving the request from the patient and/or family. Final decisions on grievances will not be precedent setting or binding on future grievances unless they specifically state they are being adopted as a company policy.



Patient Name: _____ ID #: _____

RAI Care Center: _____

LOCAL REGULATORY AGENCIES

Below find detailed contact information for local regulatory agencies that may be contacted by the patient or patient's representative to file an external grievance.

NETWORK Name and #: _____
Full Mailing Address: _____
Complaint Phone #: _____
Internet/web contact information: _____

State Survey Agency: _____
Full Mailing Address: _____
Complaint Phone #: _____
Internet/web contact information: _____

Other Agencies (if applicable):

Agency Name: _____
Full Mailing Address: _____
Complaint Phone #: _____
Internet/web contact information: _____

Agency Name: _____
Full Mailing Address: _____
Complaint Phone #: _____
Internet/web contact information: _____

(note any additional agencies on the back of this page)

I acknowledge that I have:

- read or have had the RAI Center policy and procedure for the grievance process read and/or explained to me, and
- received a copy of the full contact information for local regulatory agencies

I understand that failure to adhere to these rules may result in consequences outlined in the Patient Rights and Responsibilities.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date

(file original signed document in designated section of patient's medical record)



Patient Name: _____ ID #: _____

RAI Care Center: _____

EMERGENCY EVACUATION ACKNOWLEDGEMENT

During an emergency situation, when electrical power is not available, the hemodialysis machine will not function. Blood will be returned to you as soon as possible, if time permits, by hand-turning the blood pump. If the emergency requires immediate evacuation of the center, the emergency disconnect procedure will be used. After the blood lines have been clamped and disconnected, you will be moved to a designated safe area under the direction of the nurse in charge or other designated responsible employee of the dialysis center. Once the nurse in charge or designee has determined it is safe to do so, your access needles will be removed (if applicable) and other appropriate safety measures will be taken.

Upon admission to the RAI Care Center, and thereafter on a quarterly basis, the center's emergency evacuation plan will be explained to you. The quarterly emergency evacuation review will be documented in your medical record each time it is done.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID#: _____

RAI Care Center: _____

ADVANCE DIRECTIVE ACKNOWLEDGEMENT

I acknowledge that I have been informed of RAI's policies for Advance Directives as follows:

1. I have the right to execute an Advance Directive.
2. Before my physician and RAI clinical staff can honor my Advance Directive I must provide a properly executed copy of the Advance Directive that will be placed in my medical record.

Please read and sign the form at the bottom as requested.

1. I have been given written materials on my rights to accept or refuse medical and surgical treatment and my rights to formulate Advance Directives.
2. I understand that I am not required to have an Advance Directive in order to receive dialysis treatment at RAI _____
Center Name
3. I understand that if I have given an Advance Directive to RAI and change all or any portion of that directive, I must inform my doctor, Center Director or designee, or Social Worker immediately and submit that change in writing.

Please check and initial only ONE of the following statements:

_____ I have executed an Advance Directive and have provided a copy to RAI
_____ *Center Name*

_____ I have executed an Advance Directive and will provide a copy to the center at a later time. I understand that the staff and physician of RAI may not be able to follow the terms of my Advance Directive until I provide a copy.

_____ I have not executed an Advance Directive and do not wish to discuss Advance Directives further at this time.

_____ I have not executed an Advance Directive but would like to obtain additional information about Advance Directives.

I acknowledge that I have read or had the policy for Advance Directives read and/or explained to me and that I understand my rights under state law to make my own healthcare decisions.

Patient Signature

Date

Patient ID #

Witness Signature

Date



Patient Name: _____ ID#: _____

RAI Care Center: _____

REFUSAL OF BLOOD PRODUCTS

1. I wish to express my formal desire to refuse administration of blood products in accordance with my personal beliefs.
2. I am stating that I wish no blood products (i.e., whole blood, red cells, white cells, platelets, blood plasma, or any other blood components) to be administered to me under any circumstances, even if my physician advises that such treatment is necessary to preserve my life or health.
3. I will accept administration of non-blood volume expanders (i.e., saline, Dextran, Ringer's solution) and other non-blood treatment. This directive is an exercise of my legal right to accept or refuse medical treatment.
4. I understand that my refusal to accept blood or blood products and use only non-blood treatments may have specific risks and result in certain consequences that I am willing to accept. Consequences associated with refusal of medically recommended blood or blood products may include, but are not limited to, prolonged weakness, low blood pressure, irregular heart rhythm and/or death.
5. On my behalf and on behalf of my heirs and assigns, I release my physician and any corporation or facility that is owned, operated or managed by Renal Advantage, Inc. (RAI) or any subsidiary or affiliate thereof and the staff of any such facility from liability for any damages that might be caused by my refusal of blood or blood products, despite receiving information regarding the risks of refusal of administration of blood or blood products. I have discussed my beliefs and views with the RAI Care Center staff and have had my questions answered satisfactorily.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date

Attending Physician Signature

APPENDIX I NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED. THIS NOTICE ALSO DESCRIBES HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices is being provided to you as a requirement of the Health Insurance and Portability Act (HIPAA). This Notice describes how entities that own or are affiliated with your RAI Care Center (RAI) may use and disclose your health information, including your protected health information (PHI). Your "protected health information" means any of your written or oral health information that can be used to identify you. This Notice also describes your rights to access and control your health information.

Federal law requires RAI to:

- Provide you with this Notice of Privacy Practices
- Maintain the privacy of your protected health information. This requirement is subject to some limitations and exceptions.
- Follow the terms of the Notice of Privacy Practices

PERSONS WHO MUST FOLLOW OUR PRIVACY PRACTICES

- All employees, staff and other personnel of RAI
- Medical, nursing and other health care students
- Medical staff and other medical professionals involved in your care, performing quality improvement activities, medical education, auditing and other services for the Center.
- Persons or companies performing services for RAI under agreements containing privacy protections or to whom disclosure of medical information is permitted by law.
- Persons or companies with whom RAI participates in managed care arrangements.



YOUR PRIVACY RIGHTS

You have the right to request restrictions on certain uses and disclosures of your protected health information (PHI). The request for restrictions must be in writing and presented to the Center Director. RAI is not required to agree to a requested restriction. You will be notified in writing of RAI's decision regarding your request.

You have the right to receive confidential communication of PHI. The request for confidential communications must be in writing and presented to the Center Director. RAI will attempt to comply with reasonable requests. You will be notified in writing of the decision regarding your request.

You have the right to inspect and copy your PHI. There are exceptions to this general rule and you may be denied access to certain records. The request for access to your PHI must be in writing and presented to the Center Director. The Center will notify you in writing of the decision regarding your request. If your request is denied, you have the right to have the denial reviewed. A copying fee will be charged.

You have the right to request an accounting of certain disclosures of your PHI. The request for an accounting must be in writing and presented to the Center Director. One accounting of disclosures will be provided free of charge during any 12-month period. There will be a reasonable, cost-based fee for additional requests within the same 12-month period.

PERMITTED USES AND DISCLOSURES OF HEALTH INFORMATION ABOUT YOU

RAI may use your PHI for the purposes of providing treatment, obtaining payment for treatment and conducting health care operations.

Treatment: RAI will use and/or disclose your PHI to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party for treatment purposes. An example would be if you need to transfer to another health care provider for treatment, RAI will disclose PHI necessary for the other health care provider to continue your care.

Payment: Your PHI will be used, as needed, to obtain payment for the services that RAI provides. For example, RAI may give your insurance company information about your dialysis treatment so that they will pay for services provided to you.

Healthcare Operations: RAI may use and/or disclose your PHI for our own day-to-day operations in order to facilitate the functions of the Center and to provide quality care to all patients. Health care operations include such activities as quality improvement, licensing or credentialing, compliance reviews, business management and general administrative activities.



Federal privacy rules allow RAI to use and/or disclose your PHI without authorization for a number of reasons other than treatment, payment and healthcare operations, including the following:

- When RAI is required to do so by any Federal, State or local law
- For public health activities such as to prevent or report a communicable disease
- To report abuse, neglect or domestic violence
- To conduct health oversight activities such as audits, investigations or licensure actions
- In connection with judicial and administrative proceedings
- For law enforcement purposes
- To coroners, funeral directors and for organ donation
- For research purposes
- In the event of a serious threat to health or safety
- For specified government functions
- For workers' compensation

USES AND DISCLOSURES PERMITTED WITHOUT AUTHORIZATION BUT WITH OPPORTUNITY TO OBJECT

RAI may disclose your PHI for its Center Directory, to individuals involved in your care or payment for treatment such as family members or a close personal friend. RAI may also disclose your PHI for disaster relief purposes. You will be given the opportunity to object to such disclosures.

CHANGES TO THIS NOTICE

RAI reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all health information RAI maintains. Any changes to this Notice will be posted in the Center and copies will be available upon request.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a written complaint with the RAI Privacy Officer or with the Secretary of the Department of Health and Human Services (HHS). The RAI Privacy Officer may be reached at (615)661-1100. The HHS website at www.hhs.gov/ocr/hipaa describes how you may submit complaints.



APPENDIX II

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

PATIENT NAME: _____

CENTER NAME: _____

I acknowledge that I have been provided a copy of the RAI Notice of Privacy Practices. I have had the opportunity to ask questions regarding the Notice of Privacy Practices and its contents.

Patient's Name (Printed)

Date

Signature of Patient or Personal Representative

If personal representative, indicate relationship

For Use by Center Staff Only: [Complete if patient acknowledgment is not obtained.]

The patient was provided a copy of the Notice of Privacy Practices and a good faith attempt was made to obtain the patient's signature acknowledging receipt of the Notice. An acknowledgment was not obtained because

Signature of Center Representative: _____ Date: _____

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Patient Name: _____ ID#: _____

RAI Care Center: _____

CONSENT FOR USE AND DISCLOSURE OF MEDICAL INFORMATION

This document is used to obtain an individual's consent to use and disclosure of the individual's protected health information (PHI) to provide treatment, obtain payment and for healthcare operations and other functions.

By signing this form, you are consenting to Renal Advantage Inc.'s use and disclosure of your PHI as follows:

1. For RAI Care Center's (RAI's) treatment activities, payment activities and health care operations as permitted by the HIPAA privacy rule.
2. For the treatment activities, payment activities and health care operations of another health care provider or covered entity as permitted by the HIPAA privacy rule.
3. For the health care operations of the Organized Health Care Arrangement in which the owner of your RAI Care Center participates.
4. To your family members, friends and others involved in your health care and the payment for your health care services including picking up medical equipment, supplies or pharmaceuticals on your behalf.
5. To disaster relief organizations, as may be necessary to assist them in identifying or locating your family members and others responsible for your health care.
6. In furtherance of the public interest and public benefit activities permitted by the HIPAA privacy rule, 45 C.F.R. §164.512.

Effect of Declining Consent: This consent is a condition of treatment by RAI Care Centers. If you decide not to sign this consent, RAI may decline to treat you.

Notice of Privacy Practices: A copy of RAI's Notice of Privacy Practices accompanies this consent.

Right to Revoke: You will have the right to revoke this consent at any time by completing a revocation. Revocation of this consent will not affect any action we took in reliance on this consent before we received your written notice of revocation. RAI may decline to treat you or to continue treating you if you revoke this consent.

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Patient Name: _____ ID#: _____

RAI Care Center: _____

I have had full opportunity to read and consider the contents of this consent form and the Notice of Privacy Practices. I understand that by signing this consent form, I am giving my consent to RAI's use and disclosure of my PHI to carry out treatment activities, payment activities, health care operations and the other functions and activities described in this document.

I attest that the above information is correct.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID#: _____

RAI Care Center: _____

TRANSPORTATION CHOICE ACKNOWLEDGEMENT

In the event that I have need of a transportation service/company to transport me to and from dialysis, I affirm that the following statements have been explained to me and that I understand the statements as written.

1. The choice of a transportation service/company is made voluntarily without influence on the part of this RAI Care Center or its owner.
2. I understand that Renal Advantage Inc. does not own or represent any individual transportation service or company and furthermore does not recommend any of the available transportation service or companies.
3. I understand that I have the right to choose any transportation service/company at this time and to change services/companies at any time in the future.
4. I understand that the RAI Care Center's role in assisting me with my transportation is limited, upon my direction, to making a phone call to the transportation company/service of my choice to request transport.

I attest that the above information is correct.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



Patient Name: _____ ID#: _____

RAI Care Center: _____

DISCLOSURE TO CARETAKER/PERSONAL REPRESENTATIVE

This document is used to authorize use or disclosure of the patient's protected health information (PHI) for the purpose of assisting in the patient's healthcare. A separate form must be used for psychotherapy notes.

To the Patient or the Patient's Personal Representative: Please read the following and complete the information requested.

No Conditions: This authorization is voluntary. RAI Care Centers (RAI) will not require this consent to be signed in order to provide *treatment* to you.

Effect of Granting this Authorization: The persons or organizations to which you are requesting disclosure of your PHI may not be subject to federal health information privacy laws. These persons or organizations may further disclose the PHI, and it may no longer be protected by federal health information privacy laws.

PHI to be Used and/or Disclosed: Unless limitations to disclosure are listed below, all information related to the patient's care and treatment will be disclosed (except for psychotherapy notes).

Entities Authorized to Receive and Use: Name or specifically identify the persons or organizations that this authorization will allow to receive and use your PHI.

Limitations to PHI to be Disclosed: Note any limits to the information to be disclosed.



Patient Name: _____ ID#: _____

RAI Care Center: _____

Expiration of Authorization: This authorization will expire (complete one):

On ____/____/____ or Event _____
(Date) or (e.g., until such time as I cease being a patient)

Right to Revoke: You may revoke this authorization at any time by making the request in writing. Revocation of this authorization will not affect any action RAI took in based on this authorization before RAI received your written request for revocation.

I have had full opportunity to read and consider the contents of this authorization. I understand that by signing this form I am confirming my authorization for the use and/or disclosure of my PHI to the persons or organizations as noted above in this form.

Patient Name (printed)

Patient/Legal Representative Signature

Patient ID Number

Witness to Signature

Date



ESRD Medicare Secondary Payer Questionnaire

Patient Name: _____ Patient ID: _____ Center #: _____ First Treatment at Center: _____

		Please Circle The Response	
1	Has Veteran Affairs (VA) authorized treatment and agreed to pay for care at this facility?	Yes ▶ D1	No ▶ A2
2	Is this patient covered by the Federal Black Lung program? Effective date:	Yes ▶ D1	No ▶ A3
3	Is this ESRD due to a work-related accident or condition (<i>Workers Compensation</i>)?	Yes ▶ A4	No ▶ A6
4	Employer Name	5	WC Insurer
	Address		Address
	City, State, Zip		City, State, Zip
	Contact, Phone		Contact, Phone
Go to Section D			

6	Is this ESRD covered by a Public Health Service, research grant or non-work related accident?	Yes ▶ A7	No ▶ B1
7	Responsible Party	8	Liability Insurer
	Address		Address
	City, State, Zip		City, State, Zip
	Contact, Phone		Contact, Phone
	Accident Cause:		
Go to Section D			

1	Is the patient actively employed or on medical leave from a place of employment?	Yes ▶ B2	No ▶ B3
2	How many employees does the employer have? (Please check one): <input type="checkbox"/> < 20 <input type="checkbox"/> 20 to 99 <input type="checkbox"/> > 99		▶ B5
3	Is the patient retired?	Yes ▶ B4	No ▶ B5
4	Enter the retirement date:		▶ B5
5	Does the patient have employer group health insurance?	Yes ▶ B6	No ▶ B8
6	Employer	7	Health Insurer
	Address		Policy Number
	City, State, Zip		Address
	Contact, Phone		City, State, Zip
			Contact, Phone

8	Does the patient have non-group health coverage purchased privately?	Yes ▶ B9	No ▶ B10
9	Enter the Insurance/Policy/Phone Number:		▶ B10
10	Does the patient have a spouse?	Yes ▶ C1	No ▶ D1

1	Is the patient currently covered through the spouse's employer group health plan?	Yes ▶ C2	No ▶ C7
2	Employer	3	Health Insurer
	Address		Policy Number
	City, State, Zip		Address
	Contact, Phone		City, State, Zip
			Contact, Phone

4	How many employees does the employer have? (Please check one): <input type="checkbox"/> < 20 <input type="checkbox"/> 20 to 99 <input type="checkbox"/> > 99		▶ C5
5	Is the spouse retired?	Yes ▶ C6	No ▶ C7
6	Enter the retirement date:		▶ C7
7	Does the spouse have Medicare?	Yes ▶ C8	No ▶ C8
8	Enter the spouse's Medicare HIC number or SSN:		▶ C9
9	Does the spouse have non-group health coverage purchased privately?	Yes ▶ C10	No ▶ D1
10	Enter the Insurance/Policy/Phone Number:		▶ D1

1	Is this patient entitled to Medicare based on (please check all that apply): <input type="checkbox"/> End Stage Renal Disease (ESRD) <input type="checkbox"/> Disability <input type="checkbox"/> Age	Yes ▶ D2	No ▶ E1
2	How does the patient qualify for Medicare? (please check one): <input type="checkbox"/> Self <input type="checkbox"/> Spousal Eligibility <input type="checkbox"/> Parental Eligibility	Yes ▶ E1	No ▶ E1

1	Enter Date of First Dialysis Ever (DUFDE):		▶ E2
2	Has the patient ever had a kidney transplant?	Yes ▶ E3	No ▶ E6
3	Enter the transplant date:		▶ E4
4	Has the patient returned to dialysis after a transplant or regaining function?	Yes ▶ E5	No ▶ E6
5	Enter the return to dialysis or maintenance start date:		▶ E6
6	Did the patient ever have PD, home dialysis or self in-center training during the first 3 months of dialysis?	Yes ▶ E7	No ▶ E7
7	Is the patient the party supplying these answers?	Yes ▶ F1	No ▶ F2

1	Patient Signature	Date
2	Patient Representative	Date
3	RAI Representative	Date



Proof of Citizenship & Identity Form

Section 1: Patient Information and Verification. To be completed and signed by patient at the time of admission.	
Patient's Full Name: _____	Chart ID #: _____
Patient's DOB: _____	Home Facility #: _____
Patient's SSN: _____	Home Facility Name: _____
<p>I attest that I am (check one of the following):</p> <p><input type="checkbox"/> A citizen or national of the United States</p> <p><input type="checkbox"/> A Lawful Permanent Resident (Alien #) _____</p>	
Patient's Signature: _____	Date: _____

Section 2: Patient Review and Verification. To be completed and signed by a member of the RAI Center Staff. Examine one document from List A OR examine one document from List B and one from List C, as listed on page 2 of this form and record the title, number and expiration date, if any, on the document(s).				
List A	OR	List B	AND	List C
Document Title: _____		_____		_____
Issuing Authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date: _____		_____		_____
Document #: _____		_____		_____
Expiration Date: _____		_____		_____
<p>Certification: I attest, under penalty of perjury, that I have examined the documents presented by the above-named patient, that the above-listed document(s) appear to be genuine, and to relate to the patient named.</p>				
RAI Employee Signature and Position: _____			RAI Employee Printed Name: _____	



Proof of Citizenship & Identity Form

Lists of Acceptable Documents

List A

List B

List C

Documents that Establish Identity

OR

Documents that Establish Identity

AND

Documents that Establish Identity

- | | | | | |
|--|-----------|--|------------|--|
| <ol style="list-style-type: none"> 1. U.S. Passport (expired or unexpired) 2. Certificate of U.S. Citizenship (Form N-560 or N-561) 3. Certificate of Naturalization (Form N-550 or N-570) 4. Unexpired foreign passport, with I-551 stamp 5. Permanent Resident Card or Alien Registration Receipt Card with photograph (Form I-151 or I-551) 6. Unexpired Temporary Resident Card 7. Unexpired Employment Authorization Card (Form I-688A) 8. Unexpired Reentry Permit (Form I-327) 9. Unexpired Refugee Travel Document (Form I-571) 10. Unexpired Employment Authorization Document issued by DHS that contains a photograph (Form I-688B) | <p>OR</p> | <ol style="list-style-type: none"> 1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 2. ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military Card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority
For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor or hospital record 12. Day-care or nursery school record | <p>AND</p> | <ol style="list-style-type: none"> 1. U.S. social security card issued by the Social Security Administration 2. Certificate of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350) 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. ID Card for use of Resident Citizenship in the United States (Form I-179) 7. Unexpired employment authorization document issued by DHS (other than those listed under List A) |
|--|-----------|--|------------|--|



PATIENT PHOTO
CONSENT/DECLINATION FORM

PATIENT PHOTO CONSENT

I am a patient at an RAI Care Center. Renal Advantage Inc./RAI Care Centers ("RAI") desires to take my digital photograph so that my photograph will be included in my electronic medical record in RAI's clinical system.

PATIENT'S NAME (PLEASE PRINT)

PATIENT'S SIGNATURE

DATE

PARENT or GUARDIAN SIGNATURE

DATE

ADDRESS, CITY, STATE, ZIP

WITNESSED BY:

DATE

PATIENT PHOTO DECLINATION

I understand that I have been given the opportunity to have my digital photograph taken by RAI for use as part of my electronic Medical record. By declining this opportunity, a standard "declined image" will be placed into RAI's clinical system instead of a photograph.

PATIENT'S NAME (PLEASE PRINT)

PATIENT'S SIGNATURE

DATE

PARENT or GUARDIAN SIGNATURE

DATE

WITNESSED BY:

DATE

BARCLAYS BANK PLC
745 Seventh Avenue
New York, New York 10019

December 17, 2010

Illinois Health Facilities and Services Review Board Springfield, IL

To Whom It May Concern:

It is our understanding that Liberty Dialysis Holdings, Inc., RA Acquisition Co., LLC, and Renal Advantage Holdings, Inc. are submitting a Certificate of Need Change of Ownership application for outpatient dialysis facilities operated in Illinois. This letter will confirm that Barclays Bank PLC is serving as administrative agent to a group of senior lenders of Renal Advantage Holdings, Inc. who are lending funds to Renal Advantage Holdings, Inc. that will be used for the acquisition of RAI Care Centers of Illinois I, LLC and RAI Care Centers of Illinois II, LLC.

BARCLAYS BANK PLC, as
Administrative Agent


By: Diane Rolfe
Title: **Director**

ATTACHMENT 39

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (the "Agreement") is made the 16th day of December, 2010 (the "Effective Date"), by and between MEMORIAL MEDICAL CENTER (hereinafter "Hospital"), and RAI CARE CENTERS OF ILLINOIS II, LLC (hereinafter "Company").

WITNESSETH

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following Company clinic:

*RAI Care Centers of Illinois II, LLC
RAI-Centre West-Springfield
1112 Centre West Drive
Springfield, IL 62704*

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities; and

WHEREAS, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the facilities.

WHEREAS, only a patient's attending physician (not Company or the Hospital) can refer such patient to Company for dialysis treatments.

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND RESPONSIBILITIES.

(a) Joint Responsibilities. In accordance with the policies and procedures of Company and upon the recommendation of the patient's attending physician that a transfer is medically appropriate, such patient may be transferred from the clinics operated by Company to Hospital so long as Hospital then has available bed capacity, the prerequisite staffing and the general capability to furnish the services being requested by Company, including on-call specialty physicians, and if the requested transfer satisfies all of the other applicable patient transfer criteria which Hospital has established. In such instances, Hospital and Company respectively agree to exercise their best efforts to accomplish the prompt transfer and admission of the transferred patient. The parties will periodically confer during the Term of this Agreement to review the transfer process contemplated by this Agreement, as well as the applicable transfer policies and

procedures, in order to improve that process in terms of efficiency, clinical care and patient safety. The parties agree that no decision by Company to transfer a patient and no decision by Hospital to accept or refuse a transferred patient will be predicated by either party on arbitrary, capricious or unreasonable discrimination, or the patient's ability to pay.

(b) Hospital's Duties. Hospital will accept patients who require a transfer from Company under the criteria and conditions which are specified and prescribed in Section 1(a) of this Agreement.

(c) Company's Duties. Company will request patient transfers under the criteria and conditions which are specified and prescribed in Section 1(a), and Company, in addition, will:

(i) obtain the patient's informed consent to the proposed transfer to Hospital, if the patient is competent, or, if the patient is not competent, Company will obtain the consent of the patient's legal guardian, or the agent under the patient's health care power of attorney or another appropriate surrogate acting on the patient's behalf;

(ii) furnish Hospital with advance notice of the proposed transfer, considering the patient's existing medical condition and circumstances;

(iii) concurrently deliver the patient's necessary personal effects to Hospital, after a representative of Hospital inventories the personal effects and then signs a receipt which acknowledges the delivery of the personal effects to Hospital;

(iv) effectuate the patient's transfer to Hospital through the use of qualified personnel and appropriate equipment and transportation vehicles possessing the capability of supplying and administering life support measures during the course of the patient's transit to Hospital; and

(v) transfer to Hospital, and then supplement as necessary, all relevant medical records and an abstract of all other pertinent medical information which Hospital requires to continue the patient's treatment without interruption, to include current medical and laboratory findings, the patient's history of illness or injury, diagnoses and advanced medical directives, Company's assessment of the patient's rehabilitation potential, a brief summary of the course of treatment which the patient received at the clinics operated by Company, a listing of all medications which had been administered to the patient, the patient's identified allergies, relevant nursing and dietary information, the patient's ambulation status and other pertinent administrative, third-party billing and social information which Hospital requests.

(vi) retain all legal liability and responsibility with respect to the patient who is being transferred until the patient is admitted to Hospital in compliance with Hospital's admission policies and procedures.

2. **BILLING, PAYMENT, AND FEES.** Hospital and Company each shall be responsible for billing the appropriate payor for the services it provides, respectively, hereunder. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital. Neither party to this Agreement is obligated to the other party with respect to the billing or the collection of any fees or charges, or any other financial matters, relating to the transfer of patients or the patients who have been transferred pursuant to this Agreement. This Agreement is not intended by the parties to induce patient referrals, and no compensation or other remuneration will be exchanged between the parties as a consequence of this Agreement.

3. **HIPAA COMPLIANCE.** Each party to this Agreement will continuously comply with the "Health Insurance Portability and Accountability Act of 1996," the "Health Information Technology for Economic and Clinical Health Act," and all of the standards which are promulgated pursuant to such statutes, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards, the Breach Notification Rule, and all other standards or rules which may be prescribed by the Department of Health and Human Services during the Term of this Agreement as then being applicable to the relationship between the parties being created by this Agreement (collectively, "HIPAA"). Each party will promptly report to the other party any use or disclosure of any health information which is not permitted under HIPAA whenever that party becomes aware of such improper use or disclosure. Each party, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by that party, of a use or a disclosure of such health information in violation of HIPAA.

4. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other Hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

5. **INSURANCE.** Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, comprehensive general liability, property damage, and workers compensation insurance in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in aggregate. Each party shall deliver to the

other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

6. INDEMNIFICATION. Each party is responsible as to that party's acts and omissions and is not responsible with respect to the acts and omissions of the other party. Company will indemnify, defend and hold harmless Hospital and Hospital's agents, employees, physicians, officers, directors and representatives from any and all claims and losses accruing or resulting in connection with the performance of this Agreement which are due to the negligent or willful acts or omissions of Company or any of Company's agents, employees, physicians, officers, directors or representatives. Hospital will indemnify, defend and hold harmless Company and Company's agents, employees, physicians, officers, directors and representatives from any and all claims and losses accruing or resulting in connection with the performance of this Agreement which are due to the negligent or willful acts or omissions of Hospital or any of Hospital's agents, employees, physicians, officers, directors or representatives. If either party becomes involved as a party to any litigation in connection with services which have been provided under this Agreement, that party will immediately notify the other party in writing. The party so notified, at that party's sole election, may then enter into that litigation to protect that party's interests.

7. DISPUTE RESOLUTION. Any dispute which may arise under this Agreement shall first be discussed directly with representatives of the departments of the parties that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to administrative representatives of the parties for discussion and resolution.

(a) Informal Resolution. Should any dispute between the parties arise under this Agreement, written notice of such dispute shall be delivered from one party to the other party and thereafter, the parties, through appropriate representatives, shall first meet and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which the written notice of such dispute is received by the other party.

(b) Resolution Through Mediation. If no resolution is reached through informal resolution, pursuant to Section 7(a) above, the parties shall, within forty-five (45) days of the first meeting referred to in Section 7(a) above, attempt to settle the dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association ("AAA") in the state of Illinois shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are

unable to resolve the dispute through formal mediation pursuant to this Section 7(b), the parties shall be entitled to seek any and all available legal remedies.

8. TERM AND TERMINATION.

(a) Term. The initial Term of this Agreement will commence on the Effective Date of this Agreement (the "Term Commencement Date") and will expire three hundred sixty-five (365) days after such Term Commencement Date in the following calendar year (the "Term Expiration Date"), unless, as prescribed in Section 8(b), this Agreement is terminated prior to that Term Expiration Date. If this Agreement is terminated prior to the occurrence of the Term Expiration Date, however, the parties may not enter into another contract which relates to the transfer of transplantation patients by Company to Hospital before the initial one (1) year Term has actually expired. Effective as of the Term Expiration Date, and subsequently on each anniversary of the Term Expiration Date, the Term of this Agreement will be deemed to have been automatically extended by the parties in successive one (1) year periods, unless either party notifies the other party, at least thirty (30) days prior to the expiration of the then current one (1) year Term, that such party is not electing to extend the Term an additional one (1) year period. Any extension of this Agreement pursuant to this Section 8(a) will likewise be characterized and identified as the "Term" under this Agreement; however, the automatic extension of the Term of this Agreement pursuant to this Section 8(a) is limited, in all events, to two (2) additional years after the expiration of the initial one (1) year Term.

(b) Termination. This Agreement may be terminated prior to the Term Expiration Date which is identified in Section 8(a), or during any of the one (1) year extensions of the Term pursuant to Section 8(a), in the following manner:

(i) Early Termination. If the parties consent and mutually agree, in writing, this Agreement may be terminated on the terms and effective as of the date stipulated by the parties. In addition, either party may terminate this Agreement, without being required to specify a cause or reason and without incurring any liability to the other party as a consequence of the termination, by the delivery of at least a sixty (60) day notice to the other party.

(ii) Change of Status. If the facilities being operated by either party, which are relevant to this Agreement, cease to be properly licensed under the applicable laws of the State of Illinois or if either party ceases to be an eligible participant in the Medicare or Medicaid programs, then, in such event, this Agreement will automatically terminate as of the date the facility ceases to be properly licensed or the party's program ineligibility is effective.

9. AMENDMENT. This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

10. **ENFORCEABILITY/SEVERABILITY.** The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

11. **EXCLUDED PROVIDER.** Each party represents that neither that party nor any entity owning or controlling that party has ever been excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact Company's ability to perform its obligations hereunder.

12. **NOTICES.** All notices, requests, and other communications to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) by certified mail, return receipt requested, postage prepaid.

If to Hospital: Memorial Medical Center
701 N. First Street
Springfield, IL 62781
Attn: Administrator

If to Company: RAI Care Centers of Illinois II, LLC
1550 W. McEwen Drive, Suite 500
Franklin, TN 37069-1769
Attention: Chief Operating Officer

with a copy to: RAI
1550 W. McEwen Drive, Suite 500
Franklin, TN 37069-1769
Attention: General Counsel

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made.

13. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that Company may assign this Agreement to one of its affiliates or subsidiaries without the consent of Hospital.

14. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

15. **NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color religion, sex national origin, handicap, or veteran status.

16. **WAIVER.** The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

17. **GOVERNING LAW.** The laws of the state of Illinois shall govern this Agreement.

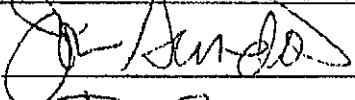
18. **HEADINGS.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties (including, without limitation, any prior agreement between Hospital and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.

20. **RECORDS ACCESS.** As and to the extent prescribed by applicable federal law, or at Hospital's request, Company agrees to allow the Comptroller General of the United States and the Department of Health and Human Services, and their duly authorized representatives, access to this Agreement, and the books, documents and records of Company which are related to the provision of the services which are encompassed by this Agreement, until the expiration of four (4) years after this Agreement has terminated.

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

COMPANY:
RALGARE CENTERS OF ILLINOIS II, LLC

By: 

Name: JOE SUNDUEK

Title: VP

HOSPITAL:
MEMORIAL MEDICAL CENTER

By: 

Name: CHARLES D. CALLAHAN

Title: OP- OPERATIONS

This Contract Has Been
Reviewed By Legal Counsel
Anna Evans

State of IL CON Financial Viability Standards

Current Ratio = Current Assets/Current Liabilities

	2008	2009	2010 Est	2011 FCSI
1.5 or more				
Current Assets	376,131,905	262,853,031	258,934,558	312,803,419
Current Liabilities	257,402,719	148,969,069	130,612,536	132,617,400
Ratio	1.46	1.76	1.98	2.36

Percentage = (Net Income/Net Operating Revenues) X 100

	2008	2009	2010 Est	2011 FCSI
3.5% or more				
Net Income	10,090,244	4,386,203	-573,051	45,947,214
Net Oper Revenue	546,980,499	712,713,060	773,928,049	957,857,928
Ratio	1.8%	0.6%	-0.1%	4.8%

Long-Term Debt to Capitalization = (Long-Term Debt/Long-Term Debt plus Net Assets) X 100

	2008	2009	2010 Est	2011 FCSI
80% or less				
Long-Term Debt	477,354,017	451,008,060	797,601,150	776,203,967
Total Assets	1,113,554,960	1,022,589,419	1,669,241,404	1,726,309,405
Total Liabilities	766,273,836	646,991,785	987,614,662	974,742,552
Net Assets	347,281,124	375,597,634	681,626,742	751,566,853
Ratio	58%	55%	54%	51%

Projected Debt Service Coverage = Net Income plus (Depreciation plus Interest plus Amortization)/(Principal Payments plus Interest Expense for the Year of Maximum Debt Service after Project Completion

	2011 FCSI
1.75 or more	
Net Income	45,947,214
Depreciation	40,716,857
Amortization	4,944,167
Principal Payments	16,000,000
Interest Expense	55,920,629
Ratio	2.05

Days Cash on Hand = (Cash plus Investments plus Board Designated Funds)/(Operating Expense less Depreciation Expense)/365 days

	2008	2009	2010 Est	2011 FCSI
45 or more days				
Cash	190,459,346	89,436,098	77,500,000	95,794,367
Operating Expense	493,028,141	656,651,654	652,279,568	818,261,881
Depreciation	32,725,634	28,558,484	42,195,504	45,661,023
Ratio	151.03	51.97	46.37	45.26

Cashion Ratio = (Cash plus Investments plus Board Designated Funds)/(Principal Payments plus Interest Expense) for the year of maximum debt service after project completion

	2011 FCSI
3.0 or more	
Cash	95,794,367
Principal Payments	16,000,000
Interest Expense	55,920,629
Ratio	1.33

December , 2010

Illinois Health Facilities
and Services Review Board
Springfield, IL

To Whom It May Concern:

Liberty Dialysis acquired Renal Advantage through a stock option transaction in December 2010. The three Illinois dialysis facilities owned by Renal Advantage were carved out from the acquisition in order to comply with Illinois Certificate of Need requirements. This letter is being provided as part of the Certificate of Need applications being filed with the Illinois Health Facilities and Services Review Board in conjunction with the proposed change of ownership of the three Illinois facilities.

As indicated in the Certificate of Need applications, the acquisition transaction is being funded by debt. Debt is being used because sufficient liquid assets are not available to Liberty Dialysis Holdings, Inc., and that the use of cash available to Liberty would result in a negative impact on Liberty's current ratio.

It is believed by Liberty that the proposed form of debt to be used will result in the lowest net cost available to Liberty.

Sincerely,

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a long horizontal flourish.

PROJECTED OPERATING and
CAPITAL COSTS

RAI-CENTRE WEST-SPRINGFIELD
2012

Projected ESRD Treatments: 10,500

Operating Costs:

salaries	\$ 652,407
benefits	\$ 138,285
med. supplies	<u>\$ 347,518</u>
	\$ 1,138,209

Projected Operating Costs per ESRD treatment:	\$ 108.40
--	-----------

Capital Costs:

depreciation, interest, and amortization	\$ 49,954
--	-----------

Projected Capital Costs per ESRD treatment:	\$ 4.76
--	---------

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

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21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	
27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
29	Specialized Long Term Care	
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32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
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