

January 4, 2016

RLP Development Co Inc
514 E Vandalia St,
Edwardsville, IL 62025

RE: Letter of Intent , PROPERTY: 1941 Frank Scott Parkway, Shiloh, IL 62269

Barber Murphy Group, has been authorized by Total Renal Care, Inc – a subsidiary of DaVita Inc to assist in securing a lease requirement. DaVita Inc. is a Fortune 500 company with more than 1,800 locations across the US and revenues of approximately \$7 billion.

We are currently surveying the O'Fallon, IL market to identify locations that suit DaVita's business and operational needs. Your site has been identified as one that may meet DaVita's requirements.

PREMISES: 1941 Frank Scott Parkway, Shiloh, IL 62269.

TENANT: "Total Renal Care, Inc. or related entity to be named"

LANDLORD: RLP Development Co Inc.

SPACE REQUIREMENTS: Approximately, 6,911 USF and 7,800 RSF which includes 889 SF of common area. Tenant shall have the right to measure space based on most recent BOMA standards.

PRIMARY TERM: 10 years

BASE RENT: Base rent for year one equal to \$14.88/SF. Rent shall increase by 2% annually.

ADDITIONAL EXPENSES: Tenant will be responsible for paying standard NNN expenses including Taxes, Insurance and CAM to be further defined in the lease.

Landlord to limit the cumulative operating expense costs to \$4.60 psf in the first full lease year and no greater than 3% increases annually thereafter.

LANDLORD'S MAINTENANCE: Landlord, at its sole cost and expense, shall be responsible for the structural and capitalized items (per GAAP standards) for the Property.

POSSESSION AND RENT COMMENCEMENT: Landlord shall deliver Possession of the Premises to the Tenant with Landlord's work complete within the later of signed lease or 30 days from approval of the Certificate of Need approval. Rent Commencement shall be the earlier of seven months from Possession or the date each of the following conditions have occurred:

- a. Construction improvements within the Premises have been completed in accordance with the final construction documents (except for nominal punch list items); and
- b. A certificate of occupancy for the Premises has been obtained from the city or county; and
- c. Tenant has obtained all necessary licenses and permits to operate its business.

LEASE FORM: Tenant's standard lease form.

USE: The operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary

elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose.

Landlord to provide written verification from the city that the Use is permitted within the building's current zoning.

Landlord to provide a copy of any CCR's or other documents that may impact tenancy.

PARKING:

Landlord to provide a minimum of 4 parking stalls per 1,000 RST plus 3 handicapped stalls or such greater number as is required by applicable law or regulation.

BASE BUILDING:

Landlord shall deliver to the premises, the Base Building improvements included in the attached Exhibit B.

OPTION TO RENEW:

Tenant desires three, five-year options to renew the lease. Option rent shall be equal the then current Fair Market Value not to exceed 2% year over the previous term nor 2% annual increases.

**RIGHT OF FIRST OPPORTUNITY
ON ADJACENT SPACE:**

Tenant shall have the on-going right of first opportunity on any adjacent space that may become available during the initial term of the lease and any extension thereof, under the same terms and conditions of Tenant's existing lease.

**FAILURE TO DELIVER
PREMISES:**

If Landlord has not delivered the premises to Tenant with all base building items substantially completed with 30 days from lease execution or CON approval, Tenant may elect to a) terminate the lease by written notice to Landlord or b) elect to receive two days of rent abatement for every day of delay beyond the 30 day delivery period

HOLDING OVER:

Tenant shall be obligated to pay 110% for the then current rate.

TENANT SIGNAGE:

Tenant shall have the right to install building, monument and pylon signage at the Premises, subject to compliance with all applicable laws and regulations. Landlord, at Landlord's expense, will furnish Tenant with any standard building directory signage.

BUILDING HOURS:

Tenant requires building hours of 24 hours a day, seven days a week.

SUBLEASE/ASSIGNMENT:

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita, Inc. without the consent of the Landlord, or to unrelated entities with Landlord reasonable approval.

**ROOF RIGHTS:
NON COMPETE:**

Tenant shall have the right to place a satellite dish on the roof at no additional fee. Landlord agrees not to lease space to another dialysis provider within a five mile radius of Premise.

DELIVERIES:

Tenant will require delivery access for 65 foot tractor trailer. Landlord to provide detail description and/or map showing to manner of deliveries to the Premises.

CERTIFICATE OF NEED:

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (CON) permit from the Illinois Health Facilities and Services Review Board (HFSRB). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to March 30, 2016. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease

agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Assuming CON approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Premises neither party shall have any further obligation to the other party with regard to the negotiations, lease, or Premises contemplated by this Letter of Intent.

**GOVERNMENTAL
COMPLIANCE:**

Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s).

BROKERAGE FEE:

Landlord recognizes Barber Murphy Group as the Tenant's sole representatives and shall pay a brokerage fee equal to 3% of the rental value per separate commission agreement. Tenant shall retain the right to offset rent for failure to pay the brokerage fee.

PLANS:

Please provide copies of site and construction plans or drawings.

Please submit your response to this Letter of Intent via e-mail to:

Collin Fischer
Broker Associate
BARBERMurphy Group
commercial - industrial - investment properties
1173 Fortune Blvd
Shiloh, IL 62269
Office: (618) 277-4400
Fax: (618) 277-4407
Mobile: (618) 420-2376
Email: collinf@barbermurphy.com

It should be understood that this Letter of Intent is subject to the terms of Exhibit A attached hereto. The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this information by anyone but addressee is unauthorized.

Approved and Acknowledge by:

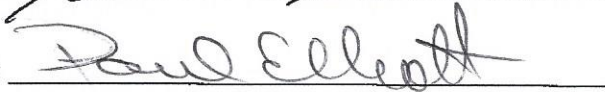
Landlord:



Date

3/1/2016

Tenant:



Date

3/2/2016

Encl.

EXHIBIT A

NON-BINDING NOTICE

NOTICE: THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT ARE AN EXPRESSION OF THE PARTIES' INTEREST ONLY. SAID PROVISIONS TAKEN TOGETHER OR SEPERATELY ARE NEITHER AN OFFER WHICH BY AN "ACCEPTANCE" CAN BECOME A CONTRACT, NOR A CONTRACT. BY ISSUING THIS LETTER OF INTENT NEITHER TENANT NOR LANDLORD (OR USI) SHALL BE BOUND TO ENTER INTO ANY (GOOD FAITH OR OTHERWISE) NEGOTIATIONS OF ANY KIND WHATSOEVER. TENANT RESERVES THE RIGHT TO NEGOTIATE WITH OTHER PARTIES. NEITHER TENANT, LANDLORD OR USI INTENDS ON THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT TO BE BINDING IN ANY MANNER, AS THE ANALYSIS FOR AN ACCEPTABLE TRANSACTION WILL INVOLVE ADDITIONAL MATTERS NOT ADDRESSED IN THIS LETTER, INCLUDING, WITHOUT LIMITATION, THE TERMS OF ANY COMPETING PROJECTS, OVERALL ECONOMIC AND LIABILITY PROVISIONS CONTAINED IN ANY LEASE DOCUMENT AND INTERNAL APPROVAL PROCESSES AND PROCEDURES. THE PARTIES UNDERSTAND AND AGREE THAT A CONTRACT WITH RESPECT TO THE PROVISIONS IN THIS LETTER OF INTENT WILL NOT EXIST UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A FORMAL, WRITTEN LEASE AGREEMENT APPROVED IN WRITING BY THEIR RESPECTIVE COUNSEL. USI IS ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR CLIENTS. UNDER NO CIRCUMSTANCES WHATSOEVER DOES USI HAVE ANY AUTHORITY TO BIND OUR CLIENTS TO ANY ITEM, TERM OR COMBINATION OF TERMS CONTAINED HEREIN. THIS LETTER OF INTENT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR CLIENTS; AND WITHDRAWAL WITHOUT NOTICE. WE RESERVE THE RIGHT TO CONTINUE SIMULTANEOUS NEGOTIATIONS WITH OTHER PARTIES ON BEHALF OF OUR CLIENT. NO PARTY SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO ANY OTHER PARTY, AND NO PARTY SHOULD TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN DETRIMENTAL RELIANCE ON THIS OR ANY OTHER DOCUMENT OR COMMUNICATION UNTIL AND UNLESS A DEFINITIVE WRITTEN LEASE AGREEMENT IS PREPARED AND SIGNED BY TENANT AND LANDLORD