

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

APR 01 2016

Facility/Project Identification

Facility Name: Jerseyville Dialysis		
Street Address: 917 South State Street		
City and Zip Code: Jerseyville, Illinois 62052		
County: Jersey	Health Service Area	Health Planning Area: 3

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Applicant /Co-Applicant Identification

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

Exact Legal Name: DaVita HealthCare Partners Inc.
Address: 2000 16 th Street, Denver, CO 80202
Name of Registered Agent: Illinois Corporation Service Company
Name of Chief Executive Officer: Kent Thiry
CEO Address: 2000 16 th Street, Denver, CO 80202
Telephone Number: (303) 405-2100

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☒ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship
☐ 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.	

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]

Name: Tim Tincknell
Title: Administrator, CON Projects
Company Name: DaVita HealthCare Partners Inc.
Address: 1600 West 13 th Street, Suite 3, Chicago, IL 60608
Telephone Number: 312-243-9286
E-mail Address: timothy.tincknell@davita.com
Fax Number: 866-586-3214

Additional Contact

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

Name: Yoni Danieli
Title: Regional Operation, Director, Region 4
Company Name: DaVita HealthCare Partners Inc.
Address: 400 North Lindbergh Blvd, St. Louis, MO 63141
Telephone Number: 224-622-2535
E-mail Address: yoni.danieli@davita.com
Fax Number: 866-586-7903

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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City and Zip Code: Jerseyville, Illinois 62052		
County: Jersey	Health Service Area	Health Planning Area: 3

Applicant /Co-Applicant Identification

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

Exact Legal Name: Total Renal Care, Inc.
Address: 2000 16 th Street, Denver, CO 80202
Name of Registered Agent: Illinois Corporation Service Company
Name of Chief Executive Officer: Kent Thiry
CEO Address: 2000 16 th Street, Denver, CO 80202
Telephone Number: (303) 405-2100

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation ☒ For-profit Corporation ☐ Limited Liability Company	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
☐ 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.	

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E-mail Address: yoni.danieli@davita.com
Fax Number: 866-586-7903

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: Charles Sheets
Title: Attorney
Company Name: Polsinelli P.C.
Address: 161 N. Clark Street, Suite 4200, Chicago, IL 60601
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Jerseyville Mall, LLC
Address of Site Owner: 1 North Brentwood Boulevard, Suite 1000, Clayton, Missouri 63105
Street Address or Legal Description of Site: 917 South State Street, Jerseyville, Illinois 62052
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: Total Renal Care, Inc.	
Address: 2000 16 th Street, Denver, CO 80202	
☐ Non-profit Corporation ☒ For-profit Corporation ☐ Limited Liability Company	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
☐ 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. - 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.
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Flood Plain Requirements

[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

[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)]

Part 1110 Classification:

- ☐ Substantive
- ☒ Non-substantive

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.

DaVita HealthCare Partners, Inc. and Total Renal Care, Inc., (collectively, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") to add 1 station to its existing 8-station dialysis facility located at 917 South State Street, Jerseyville, Illinois 62052.

This project has been classified as non-substantive because it does not involve: an imminent threat to the structural integrity of the building housing the dialysis facility; an imminent threat to the safe operation and functioning of the mechanical, electrical or comparable systems of the building housing the dialysis facility; the establishment of a health care facility; the replacement of a health care facility; the establishment of a category of service; or the discontinuation of a category of service.

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	\$12,500		\$12,500
Movable or Other Equipment (not in construction contracts)	\$20,000		\$20,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$140,991		\$140,991
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)		1	
TOTAL USES OF FUNDS	\$173,491		\$173,491
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$32,500		\$32,500
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$140,991		\$140,991
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$173,491		\$173,491
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	☐ Yes	☒ No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service ☐ Yes ☒ 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 \$ _____.		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
☒ None or not applicable	☐ Preliminary
☐ Schematics	☐ Final Working
Anticipated project completion date (refer to Part 1130.140): <u>June 30, 2017</u>	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
☐ Purchase orders, leases or contracts pertaining to the project have been executed.	
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
☒ Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
☐ Cancer Registry NOT APPLICABLE
☐ APORS NOT APPLICABLE
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

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 ATTACHMENT-9, 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:

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

This Application for Permit is filed on the behalf of DaVita HealthCare Partners 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

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer – Kidney Care

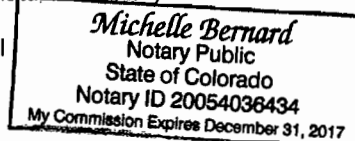
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 17 day of March

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

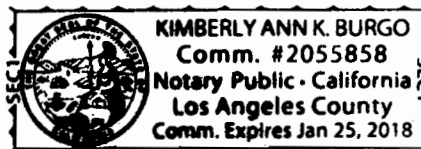
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certification re CON Application (Terseyville Dialysis)

Document Date: March 18, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- 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);
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- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Total Renal Care, 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

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

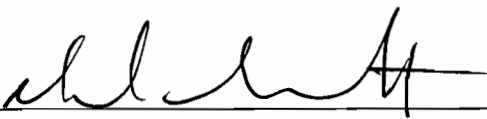
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal


SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer – Kidney Care

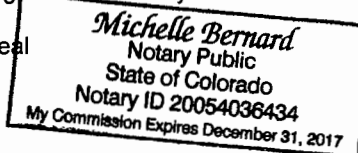
PRINTED TITLE

Notarization:

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this 17 day of March

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certification re CON Application (Jerseyville Dialysis)

Document Date: March 18, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

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 Board 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 IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110. Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT-15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage of the proposed shell space;
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function;
3. Evidence that the shell space is being constructed due to
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data are available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VII - SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information, AS APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

G. Criterion 1110.1430 - In-Center Hemodialysis

- Applicants proposing to establish, expand and/or modernize In-Center Hemodialysis must submit the following information:
- Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
☒ In-Center Hemodialysis	8	9

- READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(j) - Assurances	X	X	X

52625261.1

APPEND DOCUMENTATION AS <u>ATTACHMENT-26</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

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:**

\$32,500	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;
\$140,991 (Lease FMV)	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.
\$173,491	TOTAL FUNDS AVAILABLE	
APPEND DOCUMENTATION AS ATTACHMENT-36, 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. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. 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
4. 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-37, 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.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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 38, 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

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 -39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

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)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-40, 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.

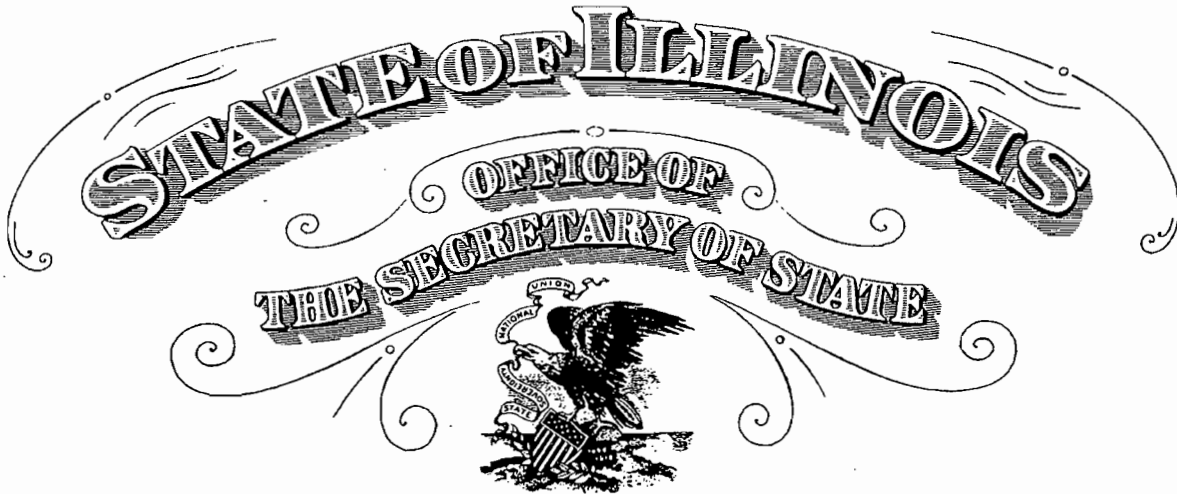
A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

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

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita HealthCare Partners Inc. and Total Renal Care Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1. Total Renal Care Inc. is the operator of Jerseyville Dialysis. Jerseyville Dialysis is a trade name of Total Renal Care Inc. and is not separately organized. As the person with final control over the operator, DaVita HealthCare Partners Inc. is named as an applicant for this certificate of need ("CON") application. DaVita HealthCare Partners Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita HealthCare Partners Inc. from the state of its incorporation, Delaware, is attached.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED 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 23RD
day of NOVEMBER A.D. 2015 .

Jesse White

SECRETARY OF STATE

Authentication #: 1532702232 verifiable until 11/23/2016

Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 1

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA HEALTHCARE PARTNERS 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 TWENTY-THIRD DAY OF NOVEMBER, A.D. 2015.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA HEALTHCARE PARTNERS INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

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



2391269 8300

SR# 20151041024

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

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 10475571

Date: 11-23-15

Attachment - 1

Section I, Identification, General Information, and Certification
Site Ownership

The lease between Jerseyville Mall, LLC and Total Renal Care Inc. to lease the facility located at 917 South State Street, Jerseyville, Illinois is attached at Attachment – 2.

**ASSIGNMENT, ASSUMPTION, AMENDMENT
AND CONSENT AGREEMENT
(JERSEYVILLE, ILLINOIS)**

THIS ASSIGNMENT, ASSUMPTION, AMENDMENT AND CONSENT AGREEMENT (this "Agreement"), dated as of January 11, 2011, is made by and among (i) Total Renal Care, Inc., a California corporation ("Assignee"), (ii) JCH Dialysis Center, LLC, an Illinois limited liability company ("Assignor"), and (iii) Jerseyville Mall, LLC, a Missouri limited liability company ("Landlord").

Background Statement

Landlord, as successor in interest to Raul J. Walters, is the "Landlord" and Assignor is the "Tenant" under that certain Shopping Center Lease dated August 12, 2002 (the "Lease") for approximately 3,500 square feet of space known as store number 105 (the "Premises") of the Jerseyville Mall (the "Shopping Center") located in the City of Jerseyville, Jersey County, Illinois.

Assignor intends to assign to Assignee all of Assignor's interest in the Lease pursuant to that certain Asset Purchase Agreement dated on or about December 29, 2010, by and between Assignor and Assignee, among others (the "Purchase Agreement"). The effective date of this Agreement shall be the date that the closing of the transactions contemplated by the Purchase Agreement occurs (the "Effective Date").

Landlord has agreed to evidence its consent to the above referenced assignment of Assignor's interest in the Lease (the "Assignment") and confirm certain representations herein by joining and signing this Agreement. Landlord and Assignee also desire to amend the Lease, as described herein.

Statement of Agreement

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, each to the other paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

(a) Assignor transfers, assigns and sets over unto the Assignee all of its right, title and interest in and to the Lease and in and to any security deposits and prepaid rent made by Assignor under the Lease, effective as of the Effective Date. Assignor agrees with Assignee to defend, indemnify and hold Assignee harmless from and against any and all claims, demands, actions, losses, costs, damages and expenses suffered by Assignee (including without limitation reasonable attorneys' fees and costs of defense) as a result of any matter under or in respect of the Lease, which relates to the period on or prior to the Effective Date.

(b) Assignee assumes the performance of and agrees to be bound by all the obligations of Assignor as tenant under the Lease arising after the Effective Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for thereunder.

Assignee agrees with Assignor to defend, indemnify and hold Assignor harmless from and against any and all claims, demands, actions, losses, costs, damages and expenses suffered by Assignor (including without limitation reasonable attorneys' fees and costs of defense) as a result of any matter under or in respect of the Lease, to the extent that any such matter occurs during the period subsequent to the Effective Date.

2. CONSENT OF LANDLORD. Landlord hereby consents to the Assignment, recognizes Assignee as the tenant under the Lease, and shall be directly liable to Assignee for the performance of Landlord's covenants under the Lease. Assignor will remain liable for obligations under the Lease until the expiration of the existing term, November 30, 2012.

3. EFFECTIVE DATE. Assignee and Assignor shall give Landlord prompt written notice of the closing under the Purchase Agreement.

4. AMENDMENT OF LEASE. Effective as of the Effective Date, the Lease shall be amended as follows:

4.1 Term. The Lease Term is hereby extended for a period of ten (10) years and the Expiration Date as referenced in the Lease is hereby extended from November 30, 2012 to November 30, 2022 (the "Extension Period").

4.2 Minimum Rent Adjustments. Beginning on the commencement of the Extension Period and continuing on every subsequent Lease Year, the Minimum Rent shall be increased by two percent (2%) over the Minimum Rent for the prior Lease Year.

4.3 Options to Renew. Tenant shall have the right and option to renew the Lease Term for two (2) additional periods of five (5) years (each an "Extension Term") by notifying Landlord in writing not less than one hundred eighty (180) days before the expiration of the then current Lease Term. In the event that Tenant exercises an option granted hereunder, the applicable Extension Term shall be upon the same terms and conditions as are in effect under this Lease immediately preceding the commencement of such Extension Term except that the Annual Minimum Rent due from Tenant for the first year of such Extension Term shall equal 102% of the Annual Minimum Rent payable by Tenant for the immediately preceding year and Annual Minimum Rent shall thereafter escalate by 2% annually.

4.4 Covenant to Operate. Section 16 of the Lease is hereby deleted and of no further force or effect. Tenant shall be permitted to operate twenty-four hours per day, seven days per week, and 365 days per year. The following language appearing Section 39(a) is hereby deleted: "If Tenant abandons or vacates the Leased Premises" and is replaced with the following: "If Tenant abandons or vacates the Leased Premises for longer than thirty (30) days."

4.5 Common Area Charges. The following language is hereby added to the end of Section 19 of the Lease: "Notwithstanding any language of this Lease to the contrary, the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles shall not be included in Common Area Charges."

4.6 Insurance. The following language is hereby added to the end of Section 28 of the Lease: "Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention."

4.7 Assignment and Subletting. The following language appearing in Section 32(a) of the Lease is hereby deleted: "which consent may be given or withheld in landlord's sole discretion" and replaced with the following: "which consent shall not be unreasonably withheld conditioned or delayed."

4.8 Relocation of Premises. The language of Section 58 of the Lease is hereby deleted in its entirety and replaced with the following: "Landlord shall have a one (1)-time right to relocate Tenant (the "Right to Relocate") to a space within the Shopping Center of comparable size and with similar leasehold improvements, services, parking and Building systems as those located at the Premises ("Relocation Space"). Such Relocation Space shall be subject to Tenant's approval, which shall not be unreasonably withheld. Landlord shall reimburse Tenant for all costs that Tenant incurs in moving to the Relocation Space. Such relocation costs shall be reimbursed by Landlord within thirty (30) days after Tenant's delivery of evidence of the costs incurred. Such costs may include, without limitation: legal fees; costs of moving Tenant's equipment, fixtures and personal property; new signage; directory listings; brochures and stationary; informing patients of the move; installing, connecting and rewiring computer, telecommunications and other information technology; obtaining and complying with any required licenses and permitting for the Relocation Space. In the event Landlord exercises the Right to Relocate, the lease for the Relocation Space shall be upon the same terms and conditions as are contained in this Lease. There shall be no increase in Minimum Rent or other charges hereunder on account of a relocation.

Landlord shall give Tenant at least sixty (60) days advanced written notice of the proposed relocation (the "Relocation Notice"), which shall include a detailed description of the Relocation Space and the date of the proposed relocation (the "Relocation Date"), which Relocation Date shall be no sooner than sixty (60) days following Tenant's receipt of the Relocation Notice; provided, however, that the Relocation Date shall automatically be extended for no more than twelve (12) months to allow Tenant to apply for, obtain and comply with all permitting and licensing required to relocate Tenant's operations to the Relocation Space ("Required Permitting"). Tenant shall diligently pursue all Required Permitting. Within sixty (60) days of Tenant's receipt of the Relocation Notice, Tenant shall either (1) approve or disapprove of the proposed Relocation Space by written notice to Landlord or (2) elect to terminate this Lease. If Tenant disapproves of the proposed Relocation Space, Tenant's disapproval notice (the "Disapproval Notice") shall state the grounds for its disapproval. If Tenant elects to terminate this Lease, then Tenant's notice to Landlord shall state the date that this Lease shall terminate, which shall be no later than twelve (12) months following Tenant's receipt of the Relocation Notice. If Tenant approves of the proposed Relocation Space, then within sixty (60) days following Landlord's receipt of Tenant's notice of approval, Landlord and Tenant shall have approved in writing the proposed leasehold improvements to be made to the Relocation Space as well as the space plans therefor ("Relocation Improvements"), which Relocation Improvements shall be constructed by Landlord in accordance with all applicable laws, including all laws governing the use of the Relocation Space as a dialysis facility, be of the

same quality as the existing improvements in the Premises and be sufficient to ensure that the Relocation Space is comparable to the Premises in quality, appearance, attractiveness to and comfort for patients and functionality. Prior to the Relocation Date, Landlord shall have substantially completed the Relocation Improvements and Landlord and Tenant shall perform a joint walkthrough and inspection of the Relocation Space and prepare a punch list of minor or insubstantial details of construction, decoration or mechanical adjustment that remain to be performed. Landlord shall complete such punch list within thirty (30) days. Landlord shall grant Tenant reasonable prior access to the Relocation Space so that Tenant may begin relocating its business. On or before the Relocation Date, Landlord shall deliver the Relocation Space to Tenant with a building permit, certificate of occupancy and any required zoning or local governmental land use approvals in place.

5. REPRESENTATIONS. Landlord and Assignor hereby represent to Assignee and its successors and assigns that:

(a) Attached hereto as Exhibit A is a true, correct and complete copy of the above-referenced Lease including all exhibits and amendments thereto. The Lease has not been further amended or modified, changed, altered, or supplemented. The Lease is the only lease or agreement between Assignor and Landlord.

(b) The Lease is valid and in full force and effect and Landlord is the landlord under the Lease. Assignor has a valid, existing, and continuing leasehold interest in the Premises. Landlord has obtained consent from any and all mortgagees, trustees, beneficiaries or other secured parties whose consent to this Agreement is required.

(c) All rent and any other amounts required to be paid by Assignor under the Lease are current and have been paid in full through January 31, 2011.

(d) There are not any uncured defaults nor are there any conditions which with the passing of time or giving of notice, or both, would constitute a default by Landlord or Assignor under the Lease. No dispute exists between Landlord and Assignor under the Lease.

(e) No casualty or condemnation has occurred with respect to the Premises or the parking areas or other common areas in which Assignor has rights under the Lease. Landlord and Assignor have received no notices of any violations of law with respect to the Premises.

(f) Tenant's pro-rata share for the purposes of calculating additional rent payments of Real Estate Taxes, Insurance Payments and Common Area Charges is 2.9%. Tenant currently pays \$173.58 per month on account of Tenant's pro-rata share of Real Estate Taxes (based on an estimate of Real Estate Taxes for the current year). Tenant currently pays \$53.23 per month on account of Tenant's pro-rata share of Insurance Payments (based on an estimate of Insurance Payments for the current year). Tenant currently pays \$224.53 per month on account of Tenant's pro-rata share of Common Area Charges (based on an estimate of Common Area Charges for the current year). There are no other recurring charges or expenses payable by Tenant to Landlord other than those specifically set forth herein.

(g) The security deposit being held by Landlord under the Lease is \$1,585.50.

6. REFERRAL SOURCE. Landlord represents to Assignee that it is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion.
7. CONDITION OF PREMISES. Assignor hereby represents and warrants to Assignee and its successors and assigns that the Premises, and all systems, elements and components of the Premises, are in good working order and repair and sound operating condition and in compliance with all applicable laws. All use permits, variances, building permits, and other land use approvals required to operate the Premises as a dialysis facility have been obtained and are in full force and effect with no violations thereunder, and the use of the Premises as a dialysis facility is permitted by applicable zoning regulations.
8. BINDING ON SUCCESSORS; MODIFICATION. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns. This Agreement may not be modified, discharged, terminated, or assigned orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
9. CONTROLLING LAW; COUNTERPARTS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. This Agreement may be executed in counterparts and, taken together, such counterparts shall constitute one and the same Agreement, valid and binding on the parties.
10. NOTICES. From and after the Effective Date, notices to the Tenant under the Lease shall be addressed to:

Total Renal Care, Inc.
c/o DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Chief Operating Officer

With copies to: DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: General Counsel

DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Vice President for
Corporate Development

SIGNATURES APPEAR ON FOLLOWING PAGE

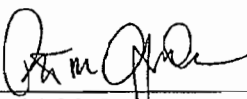
LANDLORD:

By: _____
Name: _____
Title: _____
Date: _____

-34-

ASSIGNOR:

JCH Dialysis Center, LLC,
an Illinois limited liability company
By: Blessing Hospital, Manager

By: 
By: Patrick M. Gerveler
Title: Chief Financial Officer/Authorized Representative
Date: January 11, 2011

[Signatures to continue on next page.]

ASSIGNEE:

Total Renal Care, Inc.
a California corporation

By: ORZ
Name: David Finn
Title: Vice President
Date: 12/29/10

Jerseyville Lease Assignment

EXHIBIT A
COPY OF LEASE AND ALL AMENDMENTS
(attached)



www.blessinghealthsystem.org

COPY

August 1, 2007

Ms. Laura Haycook
c/o Raul J. Walters
1021 Ashland road
Columbia, MO 65201

Dear Ms. Haycook:

Re: Option to Extend Lease

As indicated in our phone conversation last week, the JCH Dialysis Center, LLC wishes to exercise our right to extend our current lease agreement dated August 12, 2002 for an additional five years. This option to renew is noted on Page 8 of the original lease under paragraph #12 Option to Renew.

We agree to the terms as outlined in that renewal paragraph #13 Option Period Minimum Rent Amounts, effective December 1, 2007 through November 30, 2012.

We await further information/rent amounts from you as discussed concerning the option to further renew this lease for an additional five years effective December 1, 2012.

If you have any questions, please contact me at (217) 223-8400, ext. 8903.

Sincerely,

Marcia Sorrell
Administrative Director
Cardiovascular & Renal Services

MS/sem

cc: Shelley Miller, Chief Clinical Officer – Blessing Hospital
Richard E. Kempe, VP Strategic & Business Development – Blessing Corporate Services, Inc.
Jerry R. Jackson, VP Engineering & Facility Development – Blessing Corporate Services, Inc.

Broadway at 11th & 14th Streets • P.O. Box 7005 • Quincy, IL 62305-7005 • (217) 223-1200



United to Improve America's Health*

8-8-02 Mailed 3 originals
to Art King
in Columbia.

Faxed to Art King
573-446- 8-13-02
2489 cel.

SHOPPING CENTER LEASE

JERSEYVILLE MALL

between

RAUL J. WALTERS, d/b/a Jerseyville Mall,

an Individual,

Landlord,

and

JCH Dialysis Center, LLC an Illinois limited liability company,

Tenant

SHOPPING CENTER LEASE

JERSEYVILLE MALL

between

RAUL J. WALTERS, d/b/a Jerseyville Mall,

an Individual,

Landlord,

and

JCH Dialysis Center, LLC an Illinois limited liability company,

Tenant

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EXHIBITS

Exhibit A: Shopping Center Site Plan
Exhibit B: Legal Description of Shopping Center
Exhibit C: Design Criteria for Tenant's Signage
Exhibit D: Description of Tenant's Work
Exhibit E: Rules and Regulations
Exhibit ~~FE~~: Tenant Estoppel Certificate
~~Exhibit F: Rules and Regulations~~

SHOPPING CENTER LEASE

CENTER NAME Jerseyville Mall

1. Date and Parties. This Lease is made on the 12 day of August, 2002, by and between Raul J. Walters, d/b/a Jerseyville Mall, an Individual ("Landlord"), and JCH Dialysis Center, LLC an Illinois limited liability company ("Tenant").

2. List of Exhibits. The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

<u>Exhibit A:</u>	Shopping Center Site Plan
<u>Exhibit B:</u>	Legal Description of Shopping Center
<u>Exhibit C:</u>	Design Criteria for Tenant's Signage
<u>Exhibit D:</u>	Description of Tenant's Work
<u>Exhibit E:</u>	Tenant Estoppel Certificate
<u>Exhibit F:</u>	Rules and Regulations

3. Leased Premises Defined. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain space ("Leased Premises"), having dimensions of approximately fifty (50') feet of frontage and approximately seventy (70') feet of depth and containing approximately three thousand five hundred (3,500) square feet of floor area. The floor area of the Leased Premises and all other floor area determinations contemplated under the terms of this Lease shall be determined by Landlord's architect, which determination shall be binding on Landlord and Tenant.

The location of said Leased Premises are outlined and cross-hatched on Exhibit "A" attached hereto, and further described as store number 105. The entire tract of land shown on Exhibit "A" and of which the Leased Premises is a part is legally described on Exhibit "B" attached hereto; said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center" and are commonly known as Jerseyville Mall.

4. Lease Term/Minimum Rent Commencement/Rent Defined. The term of this Lease ("Lease Term") shall commence on December 1, 2002 (the "Term Commencement Date.") The obligation of Tenant to pay Minimum Rent shall commence and accrue as of and on the Term Commencement Date. The term of this Lease shall end on the last day of the fifth (5th) consecutive Lease Year (as that term is defined in Paragraph 7 below) following the Term Commencement Date, hereinafter referred to as the "Lease Expiration Date", unless terminated sooner as provided in this Lease or as extended pursuant to Paragraph 12 below. For all purposes under this Lease, "Rent" shall be deemed to mean, on a collective basis, Minimum Rent (defined below), Tenant's pro rata share of Real Estate Taxes (as defined in Paragraph 17 below), Insurance Payments (as defined in Paragraph 18 below) and Common Area Charges (as defined in Paragraph 19 below) and any and all other sums or payments, of any nature whatsoever, due from Tenant to Landlord under the terms of this Lease.

5. Occupancy/Delivery of Possession. Landlord agrees that it shall use reasonable efforts to deliver possession of the Leased Premises to Tenant on or before September 1, 2002 (the "Possession Date"). For all purposes of this Paragraph 5, Landlord shall be deemed to have "delivered possession" when Landlord has advised Tenant that possession of the Leased Premises is available to Tenant pending

Tenant's delivery of the certificate of insurance required pursuant to Paragraph 28 below and the Estoppel Certificate described in this Paragraph 5. In the event that, for any reason or cause whatsoever, Landlord fails to deliver possession of the Leased Premises to Tenant on or before the Possession Date, Landlord shall not be subject to any liability for such failure, and the Possession Date shall be the date on which Landlord actually delivers possession of the Leased Premises to Tenant. It is understood and agreed that, in the event that Landlord delivers possession of the Leased Premises to Tenant prior to the Possession Date specified above in this Paragraph 5, then the Possession Date shall be deemed to be the actual date on which Landlord delivers possession of the Leased Premises to Tenant. It is further understood and agreed that, as of 12:01 a.m. on the Possession Date, and continuing throughout the Lease Term, the Tenant shall comply with, and perform, on a timely basis, all of the obligations and liabilities imposed on Tenant under the terms of this Lease, whether of a monetary or a nonmonetary nature; provided, however, that Tenant shall not be obligated to pay Rent for the period of time commencing on the Possession Date and continuing to, but not inclusive of, the Term Commencement Date. Except as otherwise provided herein, Tenant acknowledges and agrees that Tenant is accepting the Leased Premises on an AS-IS, WHERE-IS, basis without representations or warranties of any nature or kind. Concurrently with delivery of the Leased Premises to Tenant, Tenant shall execute and deliver to Landlord an Estoppel Certificate in the form attached to this Lease as Exhibit E and completed with all relevant dates based upon the terms and provisions of this Lease.

6. Lease Year. The term "Lease Year", as referred to in this Lease, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Term Commencement Date if the Term Commencement Date occurs on the first day of the calendar month; or, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Term Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the commencement date of the first Lease Year.

7. Performance of Tenant's Work. If Tenant is obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit D, then commencing on the Possession Date, Tenant shall expeditiously commence, perform and diligently complete its obligations as described in Exhibit D. Subject to events of force majeure, Tenant shall complete its work not later than one hundred twenty (120) days after the Possession Date. Prior to the Term Commencement Date, Tenant shall furnish detailed evidence, satisfactory to Landlord, as to the cost of Tenant's work; that Tenant's work has been paid for in full; and that any and all liens for such work that have been or may be filed, have been released or satisfied of record. In no event shall Tenant open for business until all of the evidence described in the immediately preceding sentence has been furnished to Landlord.

8. Minimum Rent. Tenant agrees to pay to Landlord as "Minimum Rent", without notice or demand or setoff of any kind, the monthly sum as set forth in Paragraph 9 below, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's Minimum Rent shall be paid upon the execution of this Lease. The Minimum Rent is charged on approximately 2,800 square feet of the Leased Premises. There is no Minimum Rent charge on the balance of the Leased Premises. Rent and other charges to be paid to Landlord hereunder for any period less than one (1) month shall be a prorated on a per diem basis. All Rent and other charges due under this Lease shall be paid to Jerseyville Mall, P.O. Box 801174, Kansas City, Missouri 64180-1174, or at such other place as Landlord may from time to time designate in writing.

9. Minimum Rent Amounts. Minimum Rent shall be payable during the Lease Term hereof as follows:

Effective Period:	PSF Rent:	Monthly Minimum Rent:	Annual Minimum Rent:
Lease Year 1	\$5.00	\$1,166.67	\$14,000.00
Lease Year 2	\$5.13	\$1,197.00	\$14,364.00
Lease Year 3	\$5.25	\$1,225.00	\$14,700.00
Lease Year 4	\$5.38	\$1,255.34	\$15,064.00
Lease Year 5	\$5.52	\$1,288.00	\$15,456.00

10. Percentage Rent. - Intentionally Omitted.

11. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of \$3,049.66 (representing \$1,585.50 as security deposit and \$1,464.16 representing Tenant's first months rental obligation). The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit, or any balance thereof, shall be immediately returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and shall have no further liability with respect thereto.

12. Option to Renew. Tenant shall have and is hereby granted the option to extend the term of this Lease for one (1) additional period of five (5) years upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the monthly Minimum Rent due and payable during the original term of this Lease, the monthly Minimum Rent shall be determined as indicated in Paragraph 13 below. Tenant must notify Landlord, in writing, and by certified mail, return receipt requested, of its election to exercise its option to extend the Lease Term at least one hundred twenty (120) days prior to the expiration of the original Lease Term. The renewal option set forth in this Paragraph 12 cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of Minimum Rent, Common Area Charges, Real Estate Taxes, Insurance Payments and any other charges due under this Lease; and (ii) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

13. Option Period Minimum Rent Amounts. The Minimum Rent for the renewal period shall be as follows;

Effective Period:	PSF Rent:	Monthly Minimum Rent:	Annual Minimum Rent:
Lease Year 1	\$5.66	\$1,320.67	\$15,848.00
Lease Year 2	\$5.81	\$1,355.67	\$16,268.00
Lease Year 3	\$5.96	\$1,390.67	\$16,688.00
Lease Year 4	\$6.11	\$1,425.67	\$17,108.00
Lease Year 5	\$6.27	\$1,463.00	\$17,556.00

14. Use. Tenant shall use the Leased Premises for a Renal Dialysis Center and related purposes and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the building of which the Leased Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Leased Premises. Tenant agrees not to compete with the use and/or operation of any other tenants of the Shopping Center.

15. Compliance with Law. Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant (whether Landlord be a party thereto or not), that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord is liable and responsible for the structural integrity and conformance with applicable law of the building of which the Leased Premises are a part and the Common Area of the Shopping Center and shall, at its own expense, comply with all laws, statutes, ordinances and governmental rules and requirements relating to or affecting the structural condition, use and occupancy of such building and Common Area.

16. Covenant to Operate. Throughout the entire Lease Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Leased Premises, and shall keep the Leased Premises open for business and cause Tenant's business to be conducted therein during those business hours specified in the Rules and Regulations attached to this Lease, it being specifically acknowledged and agreed, however, that Landlord shall have the right, from time to time during the Lease Term and any extensions thereof, to cause Tenant to adjust its hours of operation as Landlord may reasonably deem necessary or appropriate. This provision shall not apply if the Leased Premises should be closed and the business of Tenant temporarily discontinued in said Leased Premises on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant hereby covenants and

agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Leased Premises and the Shopping Center. Tenant further covenants and agrees that, if any of its employees or agents at the Leased Premises strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Leased Premises or the Shopping Center, Tenant shall, upon Landlord's request, immediately close the Leased Premises to the public and remove all employees from the Leased Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's reasonable satisfaction. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's failure to continuously operate the Leased Premises on all business days in accordance with all of the provisions of this Paragraph 16, it is hereby agreed that, in addition to any and all other remedies available to Landlord under the terms of this Lease, Landlord shall be entitled to liquidated damages in an amount equal to one hundred fifty percent (150%) of the sum of the Minimum Rent, and all other Rent due and payable under this Lease, prorated on a daily basis, for each day that Tenant fails to comply with the provisions of this Paragraph 16, which sum shall be payable within ten (10) days following Landlord's delivery to Tenant of an invoice for that sum. In addition to all other remedies available to Landlord under the terms of this Lease, Landlord shall have the right to obtain specific performance by Tenant of its covenant and continuous operation set forth in this Paragraph 16.

17. **Real Estate Tax Reimbursement.** Tenant shall pay to Landlord, as additional rent, its pro rata share of Real Estate Taxes (as hereinafter defined) for each calendar year of the Lease Term, except that the amount of such Real Estate Taxes for the calendar years during which the Lease Term begins and ends shall be adjusted pro rata between Landlord and Tenant on the basis of the number of days in the Lease Term falling within said calendar years. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of current Real Estate Taxes (currently estimated at \$163.34 per month) shall be paid by Tenant in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term. Said Real Estate Tax payments are to be estimated by Landlord and in the event Landlord is required under any mortgage covering part or all of the Shopping Center to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate. Said estimated payments may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Landlord shall notify Tenant of any proposed adjustment and shall be set forth in reasonable detail the calculation thereof and basis therefore. Tenant's payment of its pro rata share of Real Estate Taxes shall be calculated by multiplying the total of the Real Estate Taxes by a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding both (a) any tenant space that may be assessed separately and relative to which the tenant leasing that space pays its taxes direct to the assessing authority and (b) any other exclusions from floor area (e.g. equipment rooms) which Landlord may, in its sole discretion, specify and which are not rentable areas]. Tenant's prorata share shall be calculated in same manner as set forth in Section 18 regarding insurance reimbursement and Section 19 regarding common area charges. Upon receipt of the actual tax bills, Landlord shall notify Tenant of the actual amount due from Tenant and shall, in so notifying Tenant, provide Tenant with a copy of the tax bills. Any amount actually paid by Tenant which exceeds Tenant's actual pro rata share either shall be credited against the next succeeding monthly payments of Tenant's pro rata share of Real Estate Taxes due pursuant to this Paragraph 17 or, if the overpayment relates to the last Lease Year and the Lease Term has ended, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. For purposes of this Lease, the term, "Real Estate Taxes," shall include all real estate taxes, assessments, special taxes, special assessments and other governmental impositions and charges of every kind and nature whatsoever (except penalties and interest based upon Landlord's failure to pay in a timely manner, income, franchise, capital stock, federal and state estate and inheritance taxes and taxes based upon receipt of rentals, unless

enacted in lieu of Real Estate Taxes), extraordinary as well as ordinary, foreseen and unforeseen, present or future, and each and every installment thereof which shall or may, during the Lease Term, become due and payable or arising in connection with, the use, occupancy, or possession of, or due or payable out of or for, the Shopping Center or any part thereof. The amount of Real Estate Taxes attributable to any calendar year of the Lease Term shall be the amount of Real Estate Taxes payable with respect to such year, it being the express intention of the parties that Real Estate Taxes be passed through to Tenant on an accrual basis. Tenant further agrees that Landlord may include (and shall itemize in writing) all costs and expense, incurred by Landlord, with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including, without limitation, the cost of appraisals, witness fees, and attorney's fees. Tenant's obligation for payment of Real Estate Taxes shall survive the expiration or earlier termination of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, in no event, and under no circumstances, shall Tenant have any right to contest or protest any Real Estate Taxes or other taxes levied and assessed against the Shopping Center or the Leased Premises during the Lease Term or any extension thereof. The foregoing, however, shall not prevent Tenant from contesting or questioning Landlord's calculation of Tenant's prorata share of Real Estate Taxes due hereunder.

18. Insurance Reimbursement. Tenant shall pay to Landlord, as additional rent under this Lease, its pro rata share of "Insurance Payments" (as hereinafter defined), during the Lease Term, promptly without demand, in an amount to be estimated by Landlord and to be adjusted periodically, based upon Landlord's actual Insurance Payments. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of the current Insurance Payments (currently estimated at \$26.25 per month.) shall be payable in advance during the Lease Term, on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term; provided, however, that, in the event that at any time during the Lease Term, Landlord's insurer requires that Landlord prepay any insurance premiums in a "lump-sum" payment then Tenant shall be obligated to pay its pro rata share of the sum specified in that bill within ten (10) days of Landlord's delivery of such billing statement to Tenant. The term "Insurance Payments" shall be deemed to mean the cost of all premiums paid by Landlord for insurance coverage deemed necessary and appropriate by Landlord; in its sole discretion, to keep the Shopping Center fully insured, including, but not limited to, the cost of the premiums for all risk fire insurance (with extended coverage endorsements) placed on a full replacement cost basis with no deduction for depreciation; public liability insurance; property damage insurance; rent loss insurance; but excluding any costs of insuring the common areas, to the extent that such costs have been included in the Common Area Charges (defined below). Upon written request of Tenant, Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Possession Date and annually thereafter. Tenant's Insurance Payment shall be based on a pro rata share calculated by multiplying the total of the Insurance Payments in question by Tenant's Percentage, a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding any exclusions from floor area (e.g. equipment room) which landlord may, in its sole discretion, specify]. Said Insurance Payment may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Landlord shall notify Tenant of any proposed adjustment and shall set forth the calculation thereof and basis therefore. Subsequent to Landlord's receipt of the actual insurance bills, Landlord shall furnish Tenant a statement of Tenant's actual pro rata share of the insurance charges setting forth the calculation thereof. Any amount actually paid by Tenant which exceeds the actual amount due from a Tenant either shall be credited against the next succeeding monthly payments due pursuant to this Paragraph 18 or if the overpayment relates to the last Lease Year and the Lease Term has ended, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement. Tenant's obligation for payment of its pro rata share of Insurance Payments shall survive the expiration or earlier termination of the Lease

Term. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Leased Premises and/or the Shopping Center and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises, which would (a) subject Landlord, any Superior Lessor, any Superior Lessee or any Superior Mortgagee (as those terms are defined in Paragraph 53 below), to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Leased Premises, the Shopping Center or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Leased Premises, the Shopping Center or the property therein, in amounts reasonably satisfactory to Landlord; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance with respect to the Leased Premises, the Shopping Center or the property therein. If, by reason of any failure of Tenant to comply with any provision of this Lease, the premiums on Landlord's insurance on the Leased Premises, the Shopping Center and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of the Tenant.

19. Common Area Charge. Throughout the Lease Term, Tenant shall promptly pay to Landlord, without demand and as additional rent under this Lease, its pro rata share of "Common Area Charges" (as hereinafter defined) in an amount to be estimated by Landlord and to be adjusted periodically based upon Landlord's actual cost and expense. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of the current Common Area Charges (currently estimated at \$107.92 per month.) shall be payable in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term.

As used in this Lease, the term "Common Area Charges" means the total of all items of cost and expense expended (including, but not limited to, appropriate reserves) in operating, equipping (including, without limitation, seasonal promotions and displays), protecting, policing, lighting, repairing, replacing and maintaining the common areas of the Shopping Center and all facilities located in said common areas including, but not limited to, all costs and expenses for or pertaining to (1) maintenance and repairs, as shall be required in Landlord's or its designee's judgment, to preserve the utility and condition of the common areas and all facilities located in said common areas in substantially the same condition and status as the common areas and all facilities located in said common areas shall be in as of the time of completion of the original construction and installation of the Shopping Center; and (2) administrative charges in an amount equal to twenty percent (20%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges) and such other costs as Landlord may reasonably determine are required for the proper maintenance of the common areas and the facilities located in said common areas. Tenant's pro rata share of the Common Area Charges shall be calculated by multiplying the total of the Common Area Charges by Tenant's Percentage, a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding any exclusions from floor area (e.g. equipment room) which Landlord may, in its sole discretion, specify]. Said estimated payment for Common Area Charges may be increased or decreased, from time to time during any calendar year, based upon Landlord's reasonable determination. Following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual Common Area Charges expended by Landlord during that immediately preceding calendar year. Tenant shall have the right to review Landlord's books with respect to such Common Area Charges and if, based on such review, Tenant believes the statement is incorrect Tenant shall notify Landlord within forty-five (45) days of receipt thereof. If the parties are unable to resolve their differences as to the amount of Common Area Charges, Landlord and Tenant shall agree on an independent certified public accountant who shall review Landlord's books and records as to the amount in dispute. The certified public accountant's decision shall be binding on both parties and Tenant shall promptly pay the Common Area Charges found due as

provided above. Tenant shall bear the entire costs and fees of the Certified Public Accountant. However, if the review by the Certified Public Accountant finds that Landlord's billings differ from the result of the Certified Public Accountant's review by 5% or more, Landlord will bear the entire cost of the Certified Public Accountant. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Paragraph 19 or if the overpayment relates to a calendar year ending after the Lease Term has expired, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord.

20. Landlord Repair Responsibility. Landlord shall repair and maintain common areas of the Shopping Mall, the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, which are the responsibility of Tenant.

21. Tenant Repair Responsibility. Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 20 with respect to Landlord's responsibilities) including, without limitation, the maintenance, replacement and repair of any storefront, signage (as contemplated or required pursuant to Paragraph 33 below), doors, doorways, locks, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and heating, ventilating and air-conditioning systems (collectively "HVAC Systems"). Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall deliver a copy of said contract to Landlord prior to the Term Commencement Date. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete any or all of the repairs, replacements or maintenance required under this Lease promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof, together with a twenty percent (20%) administrative expense, to Landlord, upon demand, as additional rent under this Lease.

22. Tenant Alterations. Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, use of licensed contractor, permits and licenses).

23. Landlord Alterations & Additions. Landlord hereby reserves the right, at any time and from time to time, to make changes, alterations or additions to, or subdivisions of, the Shopping Center, its parking lot and other common areas, including, but not limited to, construction of additional buildings and improvements, or to change the dimensions of the Shopping Center. Landlord also reserves the right, from time to time, to construct other buildings, structures, kiosks or improvements, including, but not limited to, surface, elevated or double-deck parking facilities, in the Shopping Center and temporary scaffolds and other aids to construction. Prior to the Lease Commencement Date, Landlord shall build and install, at its cost and expense, a handicap access ramp at the front door of the Leased Premises.

24. Parking and Common Areas. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall, at its sole discretion, deem appropriate, and may, from time to time, change the size of, and move and remove such installations. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion, determine. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant acknowledges that Landlord may grant to the anchor tenant in the Shopping Center the right to use reasonable portions of the common area for outside sale of merchandise and/or storage of carts.

25. Utilities. Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. All such utilities shall be separately metered by Landlord, at Landlord's cost and expense prior to the Lease Commencement Date. Tenant shall pay all electric charges for its exterior signs.

26. Liens. Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

27. Hold Harmless - Indemnity.

(a) Tenant's Indemnity. Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord and Landlord's partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of, (i) Tenant's use of the Leased Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Leased Premises; (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (iii) any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (i), (ii) or (iii) above, then Tenant, upon notice from an indemnified party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises and the Shopping Center, from any cause other than Landlord's negligence or misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Leased Premises or the Shopping Center.

(b) Landlord's Indemnity. Lessor shall indemnify Lessee and shall defend and hold Lessee harmless from and against all claims, liabilities and costs (including but not limited to, attorney fees and costs) for (i) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease or (ii) injuries to persons and damages to, or theft, misappropriation or loss of, property arising from or occurring in or about the Leased Premises or the Building caused, in whole or in part, by the act, omission, or neglect of Landlord, its contractors, agents or employees.

28. Insurance to be Maintained by Tenant. Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) "All-Risk" Property Coverage. "All Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood, but only in the event that Landlord specifically requires such coverage) property insurance on a replacement cost basis, covering all of the Tenant's personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property.

(b) Liability Coverage. Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Leased Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate, per location.

(c) Workers' Compensation Coverage. Workers' compensation and employer's liability insurance in the state in which the Leased Premises and any other operations of the Tenant are located and any other state in which the Tenant or its contractors or subcontractors may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others. The

total limits of the employer's liability coverage shall be not less than the amounts specified in Subsection (c) above.

(d) Other Coverage. Such other policy or policies as are deemed reasonably necessary by Landlord. All insurance policies required under this Paragraph 28 shall: (i) be issued by companies licensed to do business in the State of Missouri and acceptable to Landlord and rated by Best's Insurance Reports not less than A/X; (ii) not be subject to cancellation or material change or non-renewal without at least thirty (30) days' prior written notice to Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; and (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord. Certified copies of all insurance policies required pursuant to this Paragraph 28 (or certificates thereof, in form and substance acceptable to Landlord), shall be delivered to Landlord prior to the Possession Date. If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Paragraph 28, then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease. Such a failure shall constitute a default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf. Compliance in whole or in part by the Tenant with any requirement of this Paragraph 28 shall not be deemed to limit, in any way or to any extent, the liabilities or obligations of the Tenant to the Landlord under the specific terms of this Lease.

29. Subrogation. As long as their respective insurers so permit and to the extent of the terms and provisions of any waiver of Subrogation clause or endorsements consenting to the same, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

30. Casualty/Restoration. In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than fifty percent (50%) of the full replacement cost of the Leased Premises (as conclusively determined by Landlord's architect and specifically exclusive of the replacement cost of all of the improvements performed by Tenant pursuant to Exhibit D) and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, provided that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and any work performed by Tenant pursuant to Exhibit D. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of fifty percent (50%) or more of the full replacement cost of the Leased Premises (as determined in the manner contemplated above in this Paragraph 30), or (c) the building which the Leased Premises are a part is damaged to the extent of fifty percent (50%) or more of the full replacement cost of said building (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than fifty percent (50%) of the aggregate full replacement cost (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or

(ii) terminate this Lease. Landlord shall make such election by giving notice of such election in writing to Tenant within one hundred eighty (180) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, (a) Landlord shall promptly commence and diligently restore or rebuild the building, Shopping Center or Leased Premises as the case may be to their condition prior to such destruction or damage all in conformity with the then current laws and ordinances applicable to the building and the Leased Premises and fit for use and occupancy by Tenant for the purposes intended and (b) Tenant shall promptly commence and diligently complete at Tenant's expense, the repair and restoration of all work set forth in Exhibit D; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Notwithstanding anything to the contrary contained in this section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Paragraph 30 occurs during the last twelve (12) months of the Lease Term or any extension thereof. If the Leased Premises are rendered totally untenantable, Tenant shall not be obligated to pay any Rent thereafter if Landlord elects not to repair or, if Landlord elects to repair, for a period from the date the Leased Premises are rendered untenantable until the Leased Premises are again fit and ready for Tenant's use and occupancy. Rent shall abate on a per diem basis. If the Leased Premises are rendered partially untenantable, Rent shall be equitably abated for a period from the date the Leased Premises are rendered untenantable until the Leased Premises are fit and ready for Tenant's use and occupancy. In the event that Landlord elects to repair but fails to complete rebuilding or repairs with one hundred eighty (180) days from the date of the damage, Tenant may, at its option, terminate this lease upon written notice to Landlord, at which time all rights and obligations under this Lease shall cease.

31. Eminent Domain. If more than ten percent (10%) of the floor area of the Leased Premises (as conclusively determined by Landlord's architect) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease by giving the other party no less than thirty (30) days written notice thereof at any time after the date of such taking but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. If either less than, or more than, ten percent (10%) of the floor area of the Leased Premises (as conclusively determined by Landlord's architect) are taken, and neither party elects to terminate as herein provided, the Rent thereafter to be paid shall be reduced in proportion to the floor area of the Leased Premises so taken and shall become effective on the date possession is delivered pursuant to said taking. If more than ten percent (10%) of the total floor area of the Shopping Center (as conclusively determined by Landlord's architect) may be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such election at any time after the date of such taking, but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. In the event of any taking or appropriation whatsoever, Landlord and Tenant shall each be entitled to receive such separate awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to those awards.

32. Assignment, Subletting and Ownership.

(a) Prohibition Against Transfer. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, written or oral, express or implied, with respect thereto, without first procuring the written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. As a condition to Landlord's consent to any transfer, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord,

including, without limitation, attorneys' fees, in reviewing any proposed Transfer and preparing any necessary documentation in connection therewith. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement (hereinafter collectively referred to as a "Transfer"), whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. Tenant acknowledges that, notwithstanding any Transfer, Tenant shall not be released or discharged from any liability whatsoever under this Lease and will remain liable with the same force and effect as if no Transfer had been made.

(b) Waiver. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Rent due under this Lease from any party other than Tenant shall not be deemed to be a consent to any such Transfer nor relieve Tenant of its obligation to pay rental or other charges for the full Term of this Lease. Tenant shall have no claim and hereby waives the right to any claim against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent, and in such event Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement of consent.

33. Signs. Tenant shall, at its sole cost and expense, erect one sign on the front of the Leased Premises, and, if Landlord requires, one (1) under-canopy pedestrian sign. Additionally, Tenant will, within ten (10) days of the signing of this Lease, place a professionally-made 3' x 4' sign in the window announcing its business as "COMING SOON." Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion, and all such signage shall comply with the requirements set forth in Exhibit C attached hereto. If Landlord requires Tenant to install an under-canopy pedestrian sign, then said sign shall be (i) manufactured in accordance with plans and specifications approved by Landlord and (ii) installed by Landlord's contractor, at Tenant's expense, no later than the date on which Tenant opens for business in the Shopping Center. Tenant may not, under any circumstances, affix upon the glass panes of windows within the Leased Premises any signs, advertising placards, names, insignia, trademarks and descriptive material. At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

34. Access to Leased Premises. Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees will be permitted to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Leased Premises to prospective purchasers, lenders and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term or any extension thereof. Tenant agrees that any such entry shall not constitute eviction of Tenant in whole or in part and Rent shall not abate to any extent.

35. Fixtures/Surrender of Leased Premises. Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal; and peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment permanently affixed to the Leased Premises (except such as Landlord has requested

Tenant to remove), which shall thereupon become the property of Landlord, in clean and good order, repair and condition, reasonable wear and tear the repair and maintenance obligations of Landlord and damage by fire or other casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Any cost incurred by Landlord for removal and/or repair of such alterations, fixtures, furnishings, floor coverings and equipment will be charged to Tenant and said obligation shall survive the expiration of the Lease Term.

36. Holdover. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Minimum Rent last prevailing hereunder, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from either party; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph 36. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law, unless, of course, Landlord makes the election provided for in the preceding sentence.

37. Marketing Fund or Merchant's Association. - Intentionally Omitted

38. Rules and Regulations. The Rules and Regulations attached to this Lease as Exhibit E are hereby made a part hereof, and Tenant agrees to comply with and observe said Rules and Regulations. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if said Rules and Regulations were contained herein as covenants. Landlord reserves the right, from time to time, to amend or supplement said Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Leased Premises and the Shopping Center. Landlord shall not be responsible for any violations of said Rules and Regulations by other tenants in the Shopping Center. Landlord shall advise Tenant, in writing, of additional or supplemental Rules and Regulations adopted or promulgated by Landlord or of any amendments thereto.

39. Tenant Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) If Tenant abandons or vacates the Leased Premises; or
- (b) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant with five (5) days after the date due under this Lease; or
- (c) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and

proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or

(d) If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or

(e) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

(f) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

(g) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or

(h) If Tenant is a partnership or consists of more than one (1) person or entity, and if any general partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs (d) through (g) above; and/or if there is a dissolution of the partnership; or

(i) If Tenant shall falsify any report required to be furnished to Landlord under the terms of this Lease; or

(j) If there shall be a material, adverse change in the financial condition of Tenant, which change, in Landlord's absolute opinion, adversely affects the ability of Tenant to meet its obligations under this Lease; or

(k) If, on two (2) or more occasions during the Lease Term, Tenant defaults under the terms of this Lease in the manner described in either or both of (b) and (c) above in this Paragraph 39 [it being understood that a default under this Subparagraph (k) shall be automatically deemed to constitute a default which is incapable of cure].

40. Landlord's Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

(a) Remedies. In the event of any breach of this Lease by Tenant, Landlord [at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant], may, in addition to all other rights and remedies provided in this Lease, at law or in equity: (i) terminate this Lease and Tenant's right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, Minimum Rent for the balance of the Lease Term, exclusive of any extended term not yet commenced on the date of such termination, any improvement allowance or rental abatement granted by Landlord to Tenant at the Commencement of this Lease, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (ii) terminate Tenant's right of possession of the Leased Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subparagraphs (i) or

(ii) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under Subparagraph (ii), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under Subparagraph (i), if Landlord has obtained a tenant to relet the Leased Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Leased Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), to satisfy the payment, when due, of all Minimum Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Minimum Rent due under this Lease for each such monthly period, or if the Leased Premises have been relet, Tenant shall pay any such deficiency monthly. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to this Subparagraph 40(a), to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof, provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Leased Premises and relet the same under order of court.

(b) Additional Restrictions. With respect to provisions of Illinois law which requires that a landlord take reasonable measures to mitigate the damages recoverable against a defaulting tenant, Tenant agrees that Landlord shall have no obligation to relet the Leased Premises (i) before Landlord leases other vacant space in the Shopping Center, or (ii) to any potential tenant who Landlord could reasonably reject as a Transferee, pursuant to Paragraph 32 above.

(c) Landlord's Default. In the event Landlord breaches any of the terms, covenants or conditions in this Lease, Tenant shall give to Landlord written notice of any such breach and Landlord shall have the right to cure any such breach within thirty (30) days thereafter. In the event such breach constitutes a matter which cannot reasonably be cured within such thirty (30) day period, as long as Landlord commences to cure such breach within such thirty (30) day period and cures such breach within a reasonable amount of time thereafter, said Lease shall remain in full force and effect. If said breach is not cured by Landlord as set out herein, Tenant shall be entitled to all remedies available to it in law and in equity and, without limiting the generality of the foregoing, Tenant shall be entitled to terminate this Lease or cure such breach

and offset any payments made by Tenant in connection therewith against any Minimum Rent and other charges owed by Tenant to Landlord.

(d) Other Remedies - Attorney Fees. In the event either party defaults under this Lease, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs resulting from said default or from pursuing any remedy.

41. Waiver. The waiver by Landlord of any term, covenant or condition herein contained must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

42. Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all Tenants thereof.

43. Marginal Headings. The captions, margin headings, paragraph numbers, and index, if any, appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Lease nor in any way affect this Lease.

44. Time of Essence. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

45. Successors and Assigns. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

46. Recording. Tenant shall not record this Lease without the written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion; however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

47. Quiet Enjoyment. Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

48. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days of

when the amount is due, Tenant shall pay to Landlord interest on a daily basis at the rate of ten percent (10%) per annum until the balance, including all accrued interest, is paid in full, in addition to a late charge equal to five percent (5%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges together with the overdue amount by the Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount, but otherwise shall not prevent Landlord from exercising any of the other rights and remedies granted hereunder.

49. Prior Agreements/Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

50. Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired if Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

51. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

52. Sale of Premises. In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. Landlord shall deliver Tenant's security deposit to the purchaser or shall give purchaser a credit therefore against the purchase price at Closing.

53. Subordination Notice to Superior Lessors and Mortgagees and Attornment.

(a) Subordination of Lease. This Lease, and all rights of Tenant hereunder are, and shall be, subject and subordinate to all ground leases of the Shopping Center now or hereafter existing and to all mortgages, or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), which may now or hereafter affect or encumber the Shopping Center and/or any of such ground leases (whether or not such mortgages shall also cover other lands and/or buildings and/or leases). This subordination shall likewise apply to each and every advance made, or hereafter to be made, under such mortgages; to all renewals, modifications, replacements and extensions of such leases and such mortgages; and to spreaders and consolidations of such mortgages. This Paragraph 53 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such ground lease, or the holder of any such mortgage (or their respective successors-in-interest), may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled

with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Lease" and the lessor of a Superior Lease is hereinafter referred to as a "Superior Lessor"; and any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee." Notwithstanding the foregoing, at Landlord's election, this Lease may be made senior to the lien of any mortgage, if the mortgagee thereunder so requests.

(b) Notice in the Event of Default. If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given, by registered or certified mail, written notice of such act or omission to Landlord and to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant, and (b) until a thirty-day period for remedying such act or omission shall have elapsed following the giving of such notice; provided, however, that said 30-day cure period may be extended in the event that the act, or omission cannot, by its nature, be cured within thirty (30) days and Landlord is diligently proceeding to cure said default.

(c) Successor Landlord. If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to, and recognize, each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment and, in exchange therefore, Successor Landlord shall agree that Tenant may remain in possession of the Leased Premises pursuant to the terms of this Lease as long as Tenant continues to perform its obligations hereunder.

54. Notices. Notices and demands required or permitted to be given hereunder shall be given by personal delivery, registered or certified mail, postage pre-paid return receipt requested, or by reputable overnight courier service (such as Federal Express and UPS) and shall be addressed if to Tenant at Broadway at 11th Street, Quincy, Illinois 62301, and if to Landlord at 2101 West Broadway, Suite 200, Columbia, Missouri 65203, or at such other address that either party may designate by written notice to the other party. Notices and demands shall be deemed to have been given upon delivery, if personally delivered, three (3) business days after deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, or one (1) business day after deposit with a reputable overnight courier service for next business day delivery.

55. Estoppel Certificate. At any time and from time to time, Tenant agrees, within ten(10) business days after receipt by Tenant of written request, to execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee and/or any prospective purchaser, if requested, an Estoppel Certificate in the form attached to this Lease as Exhibit "F" and completed with all relevant data based upon the terms and provisions of this Lease.

56. Commissions. Each party warrants that it has had no dealings with any broker or agent in connection with this Lease. Each party hereby indemnifies, protects, defends and holds the other, its beneficiaries and lenders harmless from and against any and all claims, causes of action, damages, costs, expenses (including, but not limited to, attorneys' fees of counsel selected by such indemnified party) or liabilities for any compensation, commissions, fees, and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

57. No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

58. Relocation of Premises. Landlord may, at any time during the Term, change the location of the Leased Premises to another area of the Shopping Center (the "New Premises"), provided that the New Premises are similar in area to the Leased Premises and suitable, in the reasonable opinion of Landlord, for the conduct of Tenant's business. If Landlord exercises the relocation right granted under this Paragraph 58 at any time after the Possession Date, Landlord shall reimburse Tenant for those reasonable and documented moving expenses of Tenant which are directly incident to such substitution, and Landlord shall also pay the cost incurred in order to improve the New Premises so that the New Premises are substantially similar to the Leased Premises. Landlord shall give Tenant no less than sixty (60) days' prior written notice of Landlord's exercise of its relocation right under this Paragraph 58. Tenant shall cooperate with Landlord, in all reasonable respects, so as to facilitate Tenant's relocation to the New Premises. If Tenant fails to so cooperate with Landlord, Landlord shall be absolutely relieved of any and all responsibilities or any and all damages or injury to Tenant, its agents or employees, or to the property or business of Tenant during such move.

59. Tenant's Environmental Indemnity.

(a) Definitions. For purposes of this Paragraph 59, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) Prohibition. Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Shopping Center, or any portion of the Shopping Center, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Subparagraph 60(b) shall constitute a default under this Lease.

(c) Remedial Action. If, due to Tenant's action or operations on the Leased Premises, the presence, release, placement on or in the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, or the generation, transportation, storage, treatment, or disposal, by Tenant, at Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the FEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Indemnification. Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or

incurred by any or all of the indemnified parties and arising from or as a result of any breach or default of Tenant in the performance of any of its obligations under this Paragraph 59.

(e) **Landlord's Responsibilities.** Landlord shall not place any hazardous substances in the Leased Premises or Shopping Center after Tenant's occupancy hereunder. Landlord shall be responsible for any hazardous substances or adverse environmental conditions existing in, on or under the Leased Premises or Shopping Center prior to the date hereof and for any such hazardous substances released, placed, generated, stored or disposed of thereon by Landlord.

60. **Waiver of Trial by Jury.** To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

61. **Contingency.** This Lease is contingent upon Tenant obtaining a Certificate of Need for a dialysis clinic from the Illinois Health Facilities Planning Board within ninety (90) days of the full execution of this Lease. Tenant will use its best effort to obtain said Certificate. Should Tenant be unable to obtain a Certificate within said ninety (90) day period, Tenant, upon written notice to Landlord of its failure to obtain a Certificate along with documentation attached from the Illinois Health Facilities Planning Board proving its failure to obtain the Certificate, may terminate this Lease and render it null and void. Thereupon, the security deposit and all Rents previously paid by Tenant shall be refunded by Landlord to Tenant.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

RAUL J. WALTERS, d/b/a Jerseyville Mall, an Individual

By: Leonard Cercone Jr.
Leonard Cercone Jr., duly authorized

TENANT:

JCH Dialysis Center, LLC an Illinois limited liability company

By: Blessing Hospital, Its Manager

By: Marcia Denise R. MBA

Its: Director Blessing Dialysis Services

EXHIBIT A

SHOPPING CENTER SITE PLAN

JERSEY-VILLE MALL
JERSEYVILLE, ILLINOIS

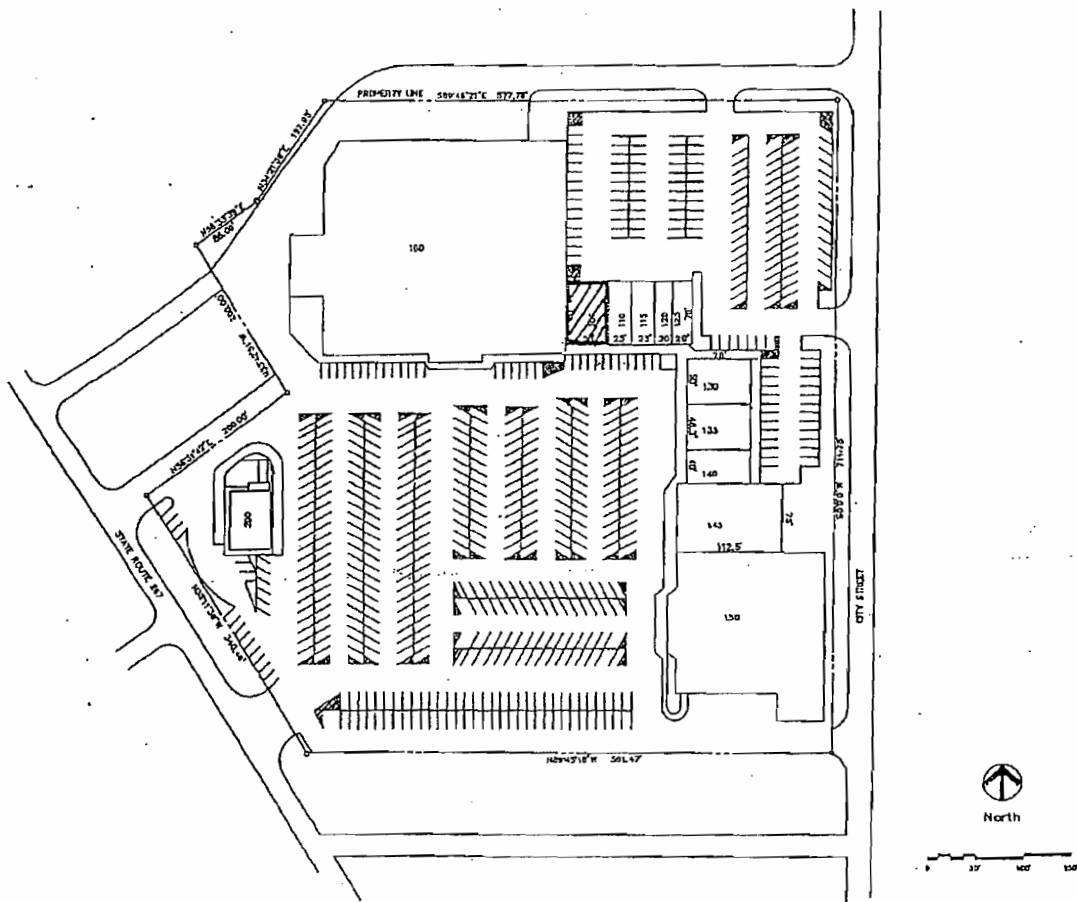


EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

Tract I:

Part of the Northeast ¼ of Section 28, Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, being described as follows:

Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast ¼, a distance of 1030.54 feet to a chiseled X found in the pavement; thence leaving said South line North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning of Tract I; thence South 89 degrees 48 minutes 12 seconds West, a distance of 416.89 feet to an iron pin found; thence North 00 degrees 11 minutes 48 seconds West, a distance of 65.00 feet to an iron pin found; thence South 89 degrees 48 minutes 12 seconds West, a distance of 133.33 feet to an iron pin found; thence South 00 degrees 11 minutes 48 seconds East, a distance of 65.00 feet to an iron pin found; thence South 89 degrees 48 minutes 12 seconds West, a distance of 42.06 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line, a distance of 340.00 feet to a P.K. Nail found; thence leaving said right of way line, North 57 degrees 00 minutes 43 seconds East, a distance of 200.00 feet to a P.K. Nail found; thence North 34 degrees 08 minutes 19 seconds West, a distance of 130.67 feet to an iron pin found; thence North 45 degrees 58 minutes 31 seconds East, a distance of 15.43 feet to a P.K. Nail found; thence North 32 degrees 28 minutes 45 seconds East, a distance of 210.69 feet; thence North 50 degrees 39 minutes 19 seconds East, a distance of 39.60 feet to a P.K. Nail found; thence North 89 degrees 48 minutes 1 second East, a distance of 527.59 feet to an iron pin found; thence South 00 degrees 13 minutes 10 seconds East, a distance of 714.76 feet to the point of beginning of Tract I.

Except the following described parcel: Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast ¼, a distance of 1030.54 feet to a chiseled X found in the pavement, thence leaving said South line, North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning; thence South 89 degrees 48 minutes 12 seconds West, a distance of 592.28 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line, a distance of 240.17 feet to an iron pin found; thence leaving said right of way North 56 degrees 21 minutes 56 seconds East, a distance of 30.00 feet to the point of beginning of this exception; thence North 00 degrees 04 minutes 56 seconds East, a distance of 96.73 feet to an iron pin found; thence North 56 degrees 21 minutes 56 seconds East, a distance of 5.89 feet; thence South 89 degrees 55 minutes 05 seconds East, a distance of 85.10 feet; thence South 00 degrees 04 minutes 56 seconds West, a distance of 100.00 feet; thence North 89 degrees 55 minutes 04 seconds West, a distance of 90.00 feet to the point of beginning of this exception.

The above described Parcel contains 10.43 Acres more or less.

Tract II:

Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County,

Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast $\frac{1}{4}$ a distance of 1030.54 feet to a chiseled X found in the pavement; thence leaving said South line North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning; thence South 89 degrees 48 minutes 12 seconds West, a distance of 592.28 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line a distance of 340.00 feet to a P.K. Nail found; thence leaving said right of way line, North 57 degrees 00 minutes 43 seconds East, a distance of 200.00 feet to a P.K. Nail found; thence North 34 degrees 08 minutes 19 seconds West, a distance of 160.58 feet to the point of Beginning of Tract II, thence continuing North 34 degrees 08 minutes 19 seconds West, a distance of 39.42 feet to an iron pin found; thence North 55 degrees 35 minutes 24 seconds East, a distance of 96.55 feet to a chiseled X in concrete; thence South 33 degrees 25 minutes 10 seconds West, a distance of 104.46 feet to the Point of Beginning of Tract II. Containing 0.04 acres more or less.

EXHIBIT C

DESIGN CRITERIA FOR TENANT'S SIGNAGE

The purpose of this criteria is to establish sign standards necessary to insure maximum Tenant identification and exposure while maintaining an overall harmony of the Shopping Center. It outlines the type, size, location, colors, installation and character of all building signs and freestanding monument or pylon signs to be erected in the Shopping Center. Conformance to the criteria will be strictly enforced by the Landlord. The comprehensive sign program is intended to conform to the existing sign criteria outlined in the municipal and building codes of the particular governmental entity having jurisdiction over this Shopping Center. Tenant shall conform to whichever is more strict.

I. DEFINITIONS

A. Types of Tenants in Shopping Center.

1. Major Anchor Tenant: Includes such tenants as a supermarket, drug store, home improvement store or a department store, usually in excess of twenty thousand (20,000) square feet in size and operated by a single tenant under a single trade name.
2. Freestanding "Pad" Tenant: Includes such tenants as occupants of any building not attached to the Shopping Center's main buildings. The "pad" sites, if any, are so designated on the Site Plan.
3. Small Shop Building Tenants: Includes occupants of buildings adjoining major tenant spaces [usually less than twenty thousand (20,000) square feet per space].

B. Types of Signs Permitted.

1. Major Center Identification Sign: The pylon or monument type signs as defined and permitted by the applicable governmental codes.
2. Main Building Sign: The specific sign located on the store facade or canopy (as designated by Landlord) of each tenant's leased premises.
3. Under Canopy Pedestrian Sign: The specific sign located above the pedestrian walkway area identifying each tenant's leased premises.
4. Interior Window Identification Signage: Hand painted, decal or stick on letters and graphics in the upper window panel adjacent to the entrance door to a leased premises, which shall consist of no more than one hundred forty four (144) square inches.
5. Service Door Identification Signage: Identification sign on service door for delivery and emergency purposes only.

C. Sign Criteria for Different Types of Tenants.

1. Major Anchor Tenant: The size, location, installation and color of the Major Anchor Tenant sign shall conform to all applicable governmental codes and shall

be approved by Landlord in writing prior to the installation. Major Anchor Tenants shall be permitted to maintain the following signage.

- a. One (1) Main Building Sign.
- b. One (1) Major Center Identification Sign, which shall, in all events, conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.

2. Freestanding Pad Tenants: Freestanding Pad Tenants shall be permitted to maintain the following building signs provided that the same shall be in full conformance with all applicable governmental codes and subject to Landlord's approval.

- a. Main Building Sign. Sign sizes and design shall be in conformance with all applicable governmental codes and shall be approved by the Landlord.
- b. Freestanding Monument Sign. This sign may be allowed for the "Pad" Tenant. Sign will conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.
- c. All additional signage needs, such as drive-through indications, logos, directional signage and product reader boards, shall be submitted by Tenant to Landlord for review and approval (which approval may be withheld by Landlord in Landlord's sole and absolute discretion) prior to submission to the appropriate governmental agency and prior to installation.

3. Small Shop Building Tenants: Small Shop Building Tenants shall be permitted to have one (1) Main Building Sign (mounted on building facade) and one (1) under-canopy sign (over pedestrian walkway). Corner Tenants (that face two major roadways) may be permitted, if approved by Landlord, to install two (2) facade mounted Main Building Signs. All such signage shall conform to the following requirements:

- a. Main Building Sign. Individual metal channel letters with neon illumination shall be required. Faces of letters and logos will be Plexiglas per color list below. Letters to be mounted on raceways with maximum projection from the building facade not to exceed two (2) feet. Transformers to be mounted within raceway or on the inside of the front tenant wall. Landlord to provide timeclock, conduit and one (1) 20 Amp circuit located in an electrical junction box on the inside of the front wall above the ceiling line of the Tenant Space. Final connection of the Tenant sign will be by the Tenant's sign contractor.

- (1) Sign Size. The Tenant shall be required to install one (1) sign comprising of internally illuminated letters as follows.

- (a) First letter in each word will have a maximum height 36" and a minimum height of 24".
 - (b) All other letters will have a maximum height of 24" and a minimum height of 18".
 - (c) The total overall length of the sign will not exceed 70% of store linear frontage.
- (2) Sign Color. The background color of the sign face and the color of the letters shall be standardized colors as specified below.
 - (a) Plexiglass numbers listed below are Rohm & Haas Company reference numbers.
 - White #7328
 - (b) Trim and returns to be bronze #313.
 - (c) Raceways to match surface color to which the raceway is mounted.
- (3) Sign Illumination. Letters, numbers and/or logos that are 5" or wider will have double neon tubes.
- b. Under Canopy Pedestrian Sign: The size is 20" x 48", double faced, sandblasted redwood. Copy, letter style and colors to be selected by Tenant, subject to Landlord's approval. Redwood sign shall be 3" thick, clear heart stock, with 1/2" raised letters. Shape of sign shall conform to Landlord's shopping center standard under canopy signage. Landlord has the option to determine redwood sign supplier in order to maintain continuity and aesthetic appeal of the overall shopping center experience.
- c. Interior Window Identification Signage: Lettering of this sign shall not exceed two (2) inches in height. This sign may only indicate store name, hours of operation, emergency telephone numbers, approved credit cards, etc. Font, style and color of such sign shall be subject to Landlord's approval. Except as otherwise specifically provided in the Lease, no other window signage will be allowed without prior written approval of the Landlord.
- d. Service Door Identification Signage: Signage shall be applied to a 8" x 14" sheet metal panel, affixed with sheet metal screws to the rear service door. The letter size shall be 3" in height.

II. SIGN PROHIBITIONS

- A. The following sign types are prohibited:
 - 1. Flashing or animated signs.

2. Exposed electrical tubing, wiring or "cross over" on signs.
3. Projections above or below the designated net sign area.
4. Roof mounted signs.
5. Signs emitting any type of noise.
6. Signs placed on windows except as approved herein.
7. Banners and flags.
8. Window bills.

- B. Any sign that does not conform to specific criteria in the permitted sign classification noted above shall be removed at Tenant's sole cost and expense.

III. APPLICATION FOR TENANT SIGN APPROVAL

- A. Tenant shall be required to utilize the services of a sign consultant, approved by Landlord, to design, fabricate, and install Tenant's Main Building Sign and Under Canopy Pedestrian Sign. Within fifteen (15) days after the date of full execution and delivery of this Lease, Tenant shall submit to Landlord four (4) copies of the signage layout and shop drawings prepared by the sign consultant using a legible scale (such as one-quarter inch scale) for Landlord's written approval prior to sign fabrication and application for permit. Drawings shall indicate location, size, layout, design and color of proposed signs, including all lettering and/or graphics. Drawings shall also show a side view of lettering indicating construction methods, neon tubing sizes, color, voltage, lumen intensity and mounting procedures.
- B. All drawings submitted by Tenant and returned by Landlord marked "Disapproved" or "Approved as Noted" must be resubmitted to Landlord as set forth in Subparagraph III.A, above, with the required corrections.
- C. Following receipt of Landlord's written approval, Tenant shall submit drawings to the applicable governmental authority for approval and issuance of the appropriate permit authorizing the installation of the signs. Tenant shall pay for the cost of obtaining the required permits.
- D. Signs built and/or installed without Landlord's and the appropriate governmental agency's approval and permit or contrary to corrections made by Landlord or the governmental agency, shall be altered to conform to these standards at Tenant's expense. If Tenant's sign has not been brought into conformance within fifteen (15) days after written notice from the Landlord, then Landlord shall have the right to correct said sign and bill Tenant for the expense.
- E. Approval or disapproval of Tenant's signage drawing based upon code conformance, aesthetics and design shall remain the sole right of Landlord.

IV. INSTALLATION OF SIGNS

- A. Tenant shall pay for the installation and maintenance of all signs. Landlord will provide primary electrical service stubbed to the interior front wall of the Leased Premises, above the ceiling line, in the approximate location of the front door.
- B. It is the responsibility of the Tenant's sign company to verify all conduit, transformers, and sign service locations prior to fabrication and installation of signs. Tenant is responsible for cost of electrical connection of its sign.
- C. All signs shall carry the UL label and be installed per local building codes, including "P-K" housing, if required, for all illuminated signs.
- D. All signs must be installed prior to Tenant's opening for business, unless prior authorization is given by Landlord.
- E. Tenant's sign contractor shall repair any damage to the Leased Premises or the Shopping Center caused by any action of said sign contractor.
- F. The use of temporary signs by Tenant, prior to the installation of Tenant's permanent signs, shall require the prior written consent of the Landlord, which consent may be withheld by Landlord, in Landlord's sole and absolute discretion.

V. ABANDONMENT OF SIGNS

If any Tenant sign is left on the Leased Premises for more than fifteen (15) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

VI. HOURS OF SIGN ILLUMINATION

Tenant shall be required to illuminate Tenant's Main Building Sign concurrently with the Major Anchor Tenant time periods established for the Shopping Center or as otherwise designated by the Landlord, from time to time.

EXHIBIT D

DESCRIPTION OF TENANT'S WORK

Tenant at Tenant's expense shall perform all work to put the Leased Premises in condition to permit Tenant to conduct its business in the Leased Premises. The cost of any work performed by Landlord's Contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's work shall be performed in strict accordance with the provisions of the attached Lease and Exhibits thereto.

- A. Store Design Drawings and Working Drawings. Specifications and Calculations:
 - 1. Criteria - The criteria and outline specifications set forth in this Exhibit represent minimum standards for design, construction, finish and operation of the Leased Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.
 - 2. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations, and local codes, and all other applicable regulations and requirements; codes and standards.
- B. Permits and Approvals - Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Leased Premises as required thereby.
- C. Approval of Tenant's Plans and Specifications - Tenant shall within thirty (30) days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, for Landlord's approval, four (4) sets of complete plans and specifications (including all engineering, mechanical, plumbing and electrical work if applicable) covering all of Tenant's work concerning the Leased Premises, in such detail as Landlord may require, in full compliance with this Lease and the Exhibits attached to this Lease, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any other work not explicitly shown on said plans and specifications. Landlord's approval of Tenant's plans and specifications or any changes or additions thereto shall not constitute the assumption of any liability, responsibility or obligation on the part of Landlord. Tenant shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes or for their fitness as to their intended use or purpose. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.
- D. Standard Project Details - Standard Project Details, as issued from time to time by Landlord's Architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Leased Premises.

- E. Materials - Only new, first class materials shall be used in the performance of Tenant's Work.
- F. Settlement of Disputes - It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect.
- G. Architectural Work and Finishes to be Provided by Tenant:
1. Floors - Tenant shall finish floor elevations at all store entrances to the same elevation as adjacent areas.
 2. Walls, Partitions, Doors and Ceilings - Tenant shall perform all work on walls, partitions and doors:
 - a. All interior partitions shall be metal stud construction, shall not exceed ceiling height, and shall have 5/8 inch gypsum board on all sides with taped and sanded joints. Any combustible materials applied to partitions shall be covered with a fire retardant coating.
 - b. Tenant shall perform all interior painting, decorating, paneling, wallpapering, peg boarding, etc., on all walls and partitions.
 - c. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one and one half pair of butts, wall or floor stops, kick plates and/or lock sets and push pull plates, and other hardware as required by applicable code.
 3. Structural - In performance of Tenant's Work it is understood that:
 - a. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed without, in each instance, the written approval of the Landlord's Architect. Tenant shall leave Landlord's structure as strong or stronger than the original design and with the finish unimpaired.
 - b. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired and maintained by Landlord's roofing contractor at Tenant's expense. No roof penetrations shall be made without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion.
- H. Heating, Ventilating and Air Conditioning - Tenant shall, if odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities, beauty salons, etc., emanate from the Leased Premises, and where directed by the Landlord, provide separate exhaust systems and "make-up air systems." All exhaust systems shall comply with NFPA standards, applicable codes and Landlord's Design Criteria.

I. Fire Protection:

1. Any damage caused by Tenant, its contractors, agents or employees to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense.
2. Landlord's sprinkler main, if any, will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.
3. Landlord's fire insurance carrier shall from time to time during the term of this Lease have the right to inspect the fire protection system and its component parts installed by Tenant. Said system shall at all times comply with requirements of said carrier, and shall meet the conditions of its approval, and any alterations, improvements, repairs, or maintenance required by any such carrier shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice. If a central station alarm system be installed, or if routine maintenance and inspection service be instituted any time during the term of this Lease, Tenant agrees that Landlord may include the cost therefore in the Common Area Charges set forth in this Lease.

J. Electrical - Where process power is required, Landlord may elect to require that Tenant make direct arrangements with the local power company for this and the miscellaneous power portion of Tenant's total requirements.

Tenant shall:

1. Provide all telephone system panels, outlets, and conduits (if required) for the Leased Premises. All wire in ceiling must be in conduit except for low voltage wiring required for such items as telephones and sound systems and shall otherwise conform to applicable code requirements.
2. Provide all other electrical systems in the Leased Premises that may be required by Tenant such as: security system, sound system, intercom system, etc.
3. Provide all electrical work and lighting other than that included in Landlord's Work.

K. Plumbing - Provide all plumbing work other than that included in Landlord's Work.

L. Protection - At all times during the construction of Tenant's Work, it shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of the Leased Premises in such a manner as to prevent any damage to Tenant's Work, or to adjacent property and improvements by reason of the performance of Tenant's Work. Tenant's contractor and subcontractors shall properly secure the Leased Premises, including the furnishing of temporary guard rails and barricades.

M. Coordination of Tenant's Work - Tenant shall coordinate its work with all work being performed or to be performed by Landlord, its architects, engineers or contractors, and other tenants of the Shopping Center to such extent that Tenant's Work shall not interfere

with or delay the completion of any such work in the project, or interfere with the conducting of business by other tenants. Tenant's contractors, or subcontractors shall not at any time damage, injure, interfere with or delay the completion of the building or any other construction within the Shopping Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's Work with the work to be performed in connection with the Shopping Center. Tenant shall be responsible for all costs incurred in coordinating his plans with Landlord's Architect and Engineers.

N. Notwithstanding anything to the contrary contained in the Lease to which this Exhibit D is attached, or in this Exhibit D, Tenant shall, and hereby does, protect, indemnify, defend, and hold harmless Landlord, Landlord's beneficiary, and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractor, subcontractors, agents, and employees occurring in the course of, or as a part of, or in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Exhibit D.

O. General Provisions:

1. If, as a result of the design and layout of the Leased Premises by Tenant, any changes, additions and/or increases in capacity have to be made in the Landlord's Work, such as, but not limited to, sprinkler work, additional roof openings, changes or increases in capacity in the plumbing, electrical or mechanical services, lines, conduits or equipment, special foundation preparation, special reinforcements, depression of floor slab or other structural changes required to accommodate Tenant's equipment, such changes, additions and/or increases in capacity if approved by Landlord, shall be performed by Landlord's Contractor at Tenant's expense. Landlord shall advise Tenant as to the cost of such additional work. In the event Tenant fails to approve the cost for such additional work within five (5) days after notice from Landlord stating such cost, or fails to pay such cost prior to Landlord's commencement of such additional work, then Landlord shall have no obligation to perform the same and may proceed to complete Landlord's Work.
2. Landlord shall have the right to require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord to guarantee the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.
3. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing the information as required in this Exhibit and in the Lease to which this Exhibit is attached, shall be the sole responsibility of Tenant and Tenant will pay such costs, if any, promptly upon Landlord's demand.

4. Tenant shall submit to Landlord at least ten (10) days prior to the commencement of Tenant's Work the following:
 - a. The name and address of Tenant's general contractor and subcontractors.
 - b. The actual commencement date of Tenant's Work, the estimated completion date of Tenant's Work, and the estimated store opening date.
 - c. Certificates of insurance as set forth below. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certified copies of the policies have been delivered to Landlord and Landlord has approved same.
5. Tenant shall secure, pay for and maintain or cause its contractors to secure, pay for and maintain prior to commencement of construction and continuing through construction, fixturing and store opening the following insurance coverages:
 - a. Worker's Compensation in statutory amounts and employer's liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease, policy limit, and \$100,000 disease, per employee, and other insurance as required by any Employee Benefit Act or other statute applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.
 - b. Commercial General Liability insurance (including Contractor's Protective Liability) with a combined single limit of not less than \$2,000,000. If applicable, such insurance shall have the explosion, collapse and underground exclusion (known as the XCU exclusion) deleted. There will be contractual liability coverage and any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contract whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by any one directly indirectly employed by any of them.
 - c. Comprehensive Automobile Liability insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a combined single limit of not less than \$2,000,000.
 - d. Builder's Risk completed value form affording "all risks of physical loss of damage" on its work in the Demised Premises.

All such insurance coverage shall name Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees as additional insureds and all such policies shall provide that they shall not be cancelled except upon (10) days prior written notice to Landlord.

6. All contractors engaged by Tenant shall be bondable, licensed contractors, and approved by Landlord, in Landlord's sole discretion. All such contractors shall work in harmony with all contractors engaged by Landlord.
 7. Tenant's Work shall be subject to the inspection of Landlord, Landlord's architect and Landlord's general contractor from time to time during the period in which Tenant's Work is being performed.
 8. Tenant shall apply and pay for all utility connection fees as required.
 9. On the completion of the Tenant's Work, all Tenant's facilities shall be fully operable without defects.
 10. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same properly. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Shopping Center. Landlord shall have the right to order Tenant, or Tenant's general contractor, or any subcontractor who willfully violates the above requirements to cease work, and to remove himself, his equipment and his employees from the Shopping Center.
 11. No approval by Landlord shall be valid unless in writing and signed by Landlord or Landlord's architect.
 12. Tenant shall provide at its expense temporary heat during construction if necessary.
 13. Tenant at its expense shall remove trash as Landlord may direct.
- P. Architect's Certification of Acceptance - Upon completion of Tenant's construction and fixturing work within the Leased Premises, Landlord's architect shall inspect the Leased Premises, and if same is acceptable, shall issue an "Architect's Certificate of Acceptance" for the Leased Premises. The issuing of such a Certificate shall be contingent upon all of the following:
1. Tenant shall have satisfactorily completed the work to be performed by Tenant as set forth in the attached Lease and Exhibits to the Lease, in accordance with the approved plans and specifications.
 2. Tenant shall have furnished Landlord with waivers of liens and contractor's affidavits, in such form as may be required by Landlord or Landlord's lender, from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full. Tenant shall have furnished Landlord with Tenant's sworn statement and long form affidavit which shall include equipment and fixtures, and architect, engineers, and contractor(s) with waivers in full. In addition, Tenant's contractor shall have furnished a long form affidavit with waivers for all subcontractors.

3. Tenant shall have submitted to Landlord a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, or such evidence of payment as is satisfactory to Landlord.
 4. Tenant shall have reimbursed Landlord for the cost of any of Tenant's Work done for Tenant by Landlord and the cost of temporary power and trash removal.
 5. Tenant, at its expense, shall have secured and delivered to Landlord's architect an occupancy permit and all other necessary permits, licenses, and approvals to open for business; and a written statement from Tenant's architect that all of Tenant's Work fully complies with the approved plans and specifications and all applicable statutes, ordinances, rules regulations and codes.
 6. Payment by Tenant to Landlord of Tenant's plan review and inspection fee in the amount of \$300.00.
- Q. Tenant shall not open for business until it has received Landlord's architect's Certificate of Acceptance.
- R. Disclaimer - Landlord or Landlord's architect's approval of Tenant's plans and specifications or to any changes, modifications or additions thereto, and any inspections made by Landlord or Landlord's architect, and the issuance of an Architect's Certificate of Acceptance by Landlord's architect shall not constitute the assumption of any liability, obligation or responsibility on the part of Landlord or Landlord's architect. Tenant and Tenant's architect shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's architect from any loss, cost, claim or damage arising in any manner whatsoever from Tenant's plans and specifications and Tenant's Work.

EXHIBIT E

TENANT'S ESTOPPEL CERTIFICATE

To: Shopping Center Owner
c/o Raul Walters Properties
2101 West Broadway, Suite 200
Columbia, MO 65203

Shopping Center: [Name of Shopping Center] Shopping Center

Lease Dated: _____, 2002

Landlord: Shopping Center Owner

Tenant: Tenant's Name

The undersigned, Tenant under the above-referenced Shopping Center Lease ("Lease"), hereby certifies to the present Landlord and any mortgagee or future mortgagee of the above Shopping Center, that:

1. Said Lease is presently in full force and effect, is valid and binding upon Tenant in every respect, and is unmodified (by either amendments or letter agreements).
2. Tenant has accepted possession of the Leased Premises (as defined in the Lease) in an "AS-IS" "WHERE-IS" condition.
3. To the best of Tenant's knowledge and belief, Landlord has fulfilled all of its obligations under the Lease to date.
4. No rent under said Lease has been paid more than one month in advance of its due date nor have any other charges or monetary obligations of Tenant under the Lease been prepaid.
5. The address for notices to be sent to Tenant is:

Address of Tenant
6. Tenant, as of this date, has no charge, lien or claim of offset under said Lease or otherwise against rents or other charges due or to become due under the Lease.
7. No security deposit is being held by Landlord except as follows: \$,____.
8. There are no accrued liabilities or claims of any nature as of this date which Tenant might seek to assert against Landlord.
9. No breach, default or event of default has occurred under the Lease by Tenant or Landlord to the best of the knowledge and belief of Tenant.

10. Tenant has paid all Real Estate Taxes, Insurance Payments and Common Area Charges which are Tenant's responsibility under the Lease if such expenses are due and payable.
11. Tenant has not assigned, transferred or hypothecated the Lease or any of its rights under the lease to any person, firm or corporation.
12. The Possession Date of the Lease is _____, the Term Commencement Date of the Lease is _____. Minimum Rent under the terms of the Lease in the amount of \$_____ per month will commence on the Term Commencement Date. Tenant's Pro Rata Share for purposes of computing Real Estate Taxes, Insurance Payments and Common Area Charges is _____. In each case subject to adjustment as provided for in the Lease, Minimum Rent and all other charges payable by Tenant under the Lease to the extent due and payable have been paid through the date of this Estoppel Certificate.
13. Landlord is not in default under any commitments made to induce Tenant to enter into the Lease. Except for rent abatements (if any) set forth in the Lease, Landlord is not obligated to make any inducement payments to Tenant which have not been made or to provide other inducement consideration which has not been provided.
14. Tenant is not insolvent and is able to pay its debts as they mature.
15. Tenant is not aware of any material defects in the condition of the Leased Premises or in the Shopping Center of which the Leased Premises is a part.
16. Tenant has no option or preferential right to purchase all or any part of the Shopping Center of which the Leased Premises is a part.
17. Tenant has no agreements with Landlord in respect to the Leased Premises or possible expansion of the Leased Premises or termination of the Lease not reflected in said Lease, except those which have been fully paid and/or performed by Landlord prior to the date hereof.
18. Tenant has no right to remove any fixtures in the Leased Premises except movable trade fixtures owned by Tenant and except tenant improvements which Landlord required Tenant to remove pursuant to the terms of the Lease, all other than as described below (if applicable).

This Certificate has been delivered to the addressee for the use and benefit of the addressee and any present or future mortgagee of the above referenced Shopping Center with the understanding they will rely hereon in connection with the ownership or the acquisition of a direct or indirect interest in the Shopping Center of which the Leased Premises is a part. By execution of this Estoppel Certificate, the signatory party certifies that he/she is duly authorized to execute and deliver this Estoppel Certificate.

Date: _____

Tenant Name

EXHIBIT F

RULES AND REGULATIONS

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|-------------------------|-----|--|
| Trash | 1. | All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. |
| Deliveries | 2. | All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord. |
| Noise | 3. | No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord. |
| Employee Parking | 4. | Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages. |
| Temperature Maintenance | 5. | If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. |
| Extermination | 6. | Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require. |
| Sidewalks | 7. | The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. |
| Outside Displays | 8. | Tenant shall not use any of the Shopping Center common areas for display and/or sale of merchandise without the express written approval of Landlord. |
| Roof | 9. | Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever. |
| Lighting | 10. | Tenant shall light its signs and its display windows, if any, each and every day of the Term, during those hours designated by Landlord." |

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|-----------------------------|---|
| Awnings | 11. No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part. |
| Aerials or Antennas | 12. No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord. |
| Going-Out-of-Business Sales | 13. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. |
| Noxious Odors | 14. Tenant shall not make or permit any odor which Landlord deems objectionable to emanate from the Leased Premises. |
| Lodging | 15. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms. |
| Vending Machines | 16. Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of foods, beverages, candy, tobacco products or other commodities or any moving sign or fixture of any kind without prior written consent of Landlord. |
| Hours of Operation | 17. Tenant shall be initially open for business to the public at all times during the following hours: Monday through Saturday, 9:00 a.m. to 9:00 p.m., Sunday 9:00 a.m. to 5:00 p.m., or such other hours as Landlord may, from time to time, designate. |

LETTER OF INTENT

Tenant: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Tenant Address: Broadway at 11th St., Quincy, IL 62301

Location: Jerseyville Mall Shopping Center, Columbia, MO

Size: 700 Square Feet- Triple Nets and Utilities
2,800 Square Feet- Base Rent, Triple Nets and Utilities

Term: 5 years, 3 months

Lease Commencement Date: May 1, 2002

Rent Commencement Date: August 1, 2002

Expiration Date: July 31, 2007

Base Rental Rate: Year 1: \$5.00 per sq ft
Year 2: \$5.13 per sq ft
Year 3: \$5.25 per sq ft
Year 4: \$5.38 per sq ft
Year 5: \$5.52 per sq ft

Option: 1 (5) year term with rent as follows: 2.5% annual increases continued

Triple Nets: Tax: \$.56 per sq. ft.
Insurance: \$.09 per sq. ft.
CAM: \$.37 per sq. ft.
TOTAL: \$ 1.02 per sq. ft. = \$297.50 per month

Use: Renal Dialysis Center

Security Deposit: \$1,585.50

First Month's Rent: \$1,464.16

Utilities: Separately Metered

Landlord Work: Tenant to take space "As Is". Landlord to provide HVAC in good working order. Landlord to create handicap ramp at front doors.

Signage: Per Lease Agreement

Personal Guaranty: Tenant to send annual report. No personal guaranty.

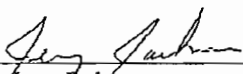
Contingency: Lease is contingent upon Illinois Health Facilities Planning Board Approval of a Certificate of Need for a dialysis clinic within 90 days of lease date.

Disclosure: Landlord has not utilized a broker in the marketing of the premises and shall not be responsible for any commissions due. Tenant agrees to indemnify and hold Landlord harmless from any claims for commissions which may be made resulting from this Lease.

Disclaimer: The transmission of this proposal is for review purposes only and shall not be deemed to be a meeting of the minds with respect to the content hereof. The proposal shall not be valid nor binding upon Landlord or Tenant unless and until Landlord and Tenant shall have executed a lease and both Landlord and Tenant have received an executed copy. This proposal is subject to withdrawal or modification by either Landlord or Tenant at any time prior to full execution and delivery. Tenant and Landlord reserve the right to negotiate with other parties prior to the mutual execution and delivery of a lease.

TENANT: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Acknowledged and Agreed To:

By: 
Jerry Jackson

Date: 4-12-02 Time: 10:00 AM

By: 
Larry Bear

Date: 4-11-02 Time: 7:15 PM

Attachment - 2

Personal Guaranty: Tenant to send annual report. No personal guaranty.

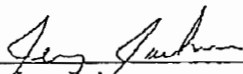
Contingency: Lease is contingent upon Illinois Health Facilities Planning Board Approval of a Certificate of Need for a dialysis clinic within 90 days of lease date.

Disclosure: Landlord has not utilized a broker in the marketing of the premises and shall not be responsible for any commissions due. Tenant agrees to indemnify and hold Landlord harmless from any claims for commissions which may be made resulting from this Lease.

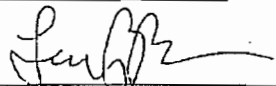
Disclaimer: The transmission of this proposal is for review purposes only and shall not be deemed to be a meeting of the minds with respect to the content hereof. The proposal shall not be valid nor binding upon Landlord or Tenant unless and until Landlord and Tenant shall have executed a lease and both Landlord and Tenant have received an executed copy. This proposal is subject to withdrawal or modification by either Landlord or Tenant at any time prior to full execution and delivery. Tenant and Landlord reserve the right to negotiate with other parties prior to the mutual execution and delivery of a lease.

TENANT: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Acknowledged and Agreed To:

By: 
Jerry Jackson

Date: 4-12-02 Time: 10:00 AM

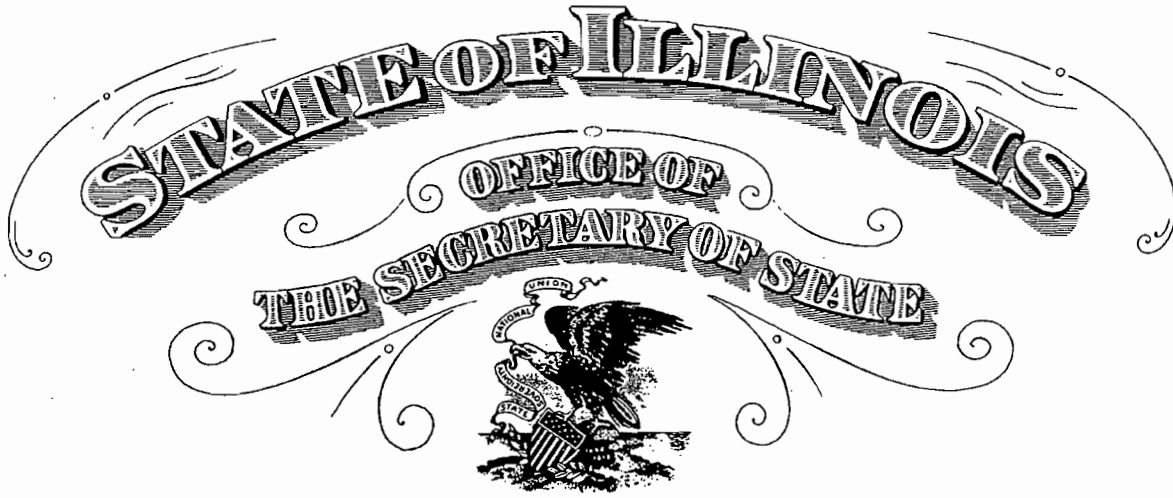
By: 
Larry Bear

Date: 4-11-02 Time: 7:15 PM

Attachment - 2

Section I, Identification, General Information, and Certification
Operating Entity/Licensee

The Illinois Certificate of Good Standing for Total Renal Care Inc. is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED 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 23RD
day of NOVEMBER A.D. 2015 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1532702232 verifiable until 11/23/2016

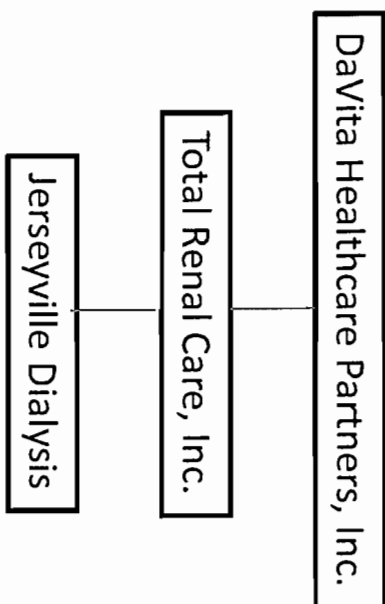
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 3

Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart for DaVita HealthCare Partners Inc., Total Renal Care Inc., and Jerseyville Dialysis is attached at Attachment – 4.

Jerseyville Dialysis
Organizational Structure



Section I, Identification, General Information, and Certification
Flood Plain Requirements

The proposed project will not involve construction or modernization of Jerseyville Dialysis. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The proposed project will not involve construction or modernization of Jerseyville Dialysis. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
Consulting and Other Fees	\$12,500		\$12,500
Moveable and Other Equipment			
Communications	\$1,500		\$1,500
Bio-Medical Equipment	\$3,500		\$3,500
Clinical Equipment	\$13,500		\$13,500
Clinical Furniture/Fixtures	\$1,500		\$1,500
Total Moveable and Other Equipment	\$20,000		\$20,000
Fair Market Value of Leased Space	\$140,991		\$140,991
Total Project Costs	\$173,491		\$173,491

Section I, Identification, General Information, and Certification
Project Status and Completion Schedules

The Applicants anticipate project completion within 12 months of project approval.

Section I, Identification, General Information, and Certification
Current Projects

DaVita Current Projects			
Project Number	Name	Project Type	Completion Date
13-070	Belvidere Dialysis	Establishment	3/31/2016
14-020	Chicago Ridge Dialysis	Establishment	1/31/2016
14-042	Tinley Park Dialysis	Establishment	10/31/2016
14-069	Stony Creek Dialysis	Relocation	6/30/2016
15-004	Machesney Park Dialysis	Establishment	4/30/2017
15-003	Vermillion County Dialysis	Establishment	4/30/2017
15-020	Calumet City Dialysis	Establishment	7/31/2017
15-025	South Holland Dialysis	Relocation	10/31/2017
15-032	Morris Dialysis	Relocation	4/30/2017
15-035	Montgomery County Dialysis	Establishment	4/30/2017
15-033	Lincoln Park Dialysis	Relocation	4/30/2017
15-048	Park Manor Dialysis	Establishment	02/28/2018
15-049	Huntley Dialysis	Establishment	02/28/2018
15-052	Sauget Dialysis	Expansion	08/31/2017
15-054	Washington Heights Dialysis	Establishment	09/30/2017
16-004	O'Fallon Dialysis	Establishment	09/30/2017

Section I, Identification, General Information, and Certification
Cost Space Requirements

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$173,491	3,500				3,500	
Total Clinical	\$173,491	3,500				3,500	
NON REVIEWABLE							
NON-CLINICAL	\$0	0				0	
Total Non-Reviewable	\$0	0				0	
TOTAL	\$173,491	3,500				3,500	

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(a), Project Purpose, Background and Alternatives

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for a one station expansion of Jerseyville Dialysis, an existing 8-station in-center hemodialysis facility located at 917 South State Street, Jerseyville, Illinois.

DaVita HealthCare Partners Inc. is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2014 Community Care report, some of which is outlined below, details DaVita's commitment to quality, patient centric focus and community outreach and was previously included in the application for Proj. No.16-009.

Based upon January 2016 data from the Centers for Medicare and Medicaid Services, DaVita is the clinical leader in the Quality Incentive Program ("QIP") for the third straight year. Nationwide, only 1.4 percent of DaVita centers did not meet QIP standards, significantly outperforming other large dialysis providers. Further, DaVita ranked first in four clinical measures in the end stage renal disease ("ESRD") QIP program. QIP is part of Medicare's ESRD program aimed at improving the quality of care provided to Medicare patients. It was designed as the nation's first pay-for-performance quality incentive program. See Attachment – 11A.

On October 8, 2015, the Centers for Medicare and Medicaid Services ("CMS") released data on dialysis performance as part of its five star ratings program. For the second year in a row, DaVita outperformed its competitors. As referenced in the report, DaVita led the industry in quality. Of the 586 dialysis facilities awarded five stars, DaVita owned 202 (or 34 percent).

On October 7, 2015, CMS announced DaVita won bids to operate ESRD seamless care organizations ("ESCO") in Phoenix, Miami and Philadelphia. ESCOs are shared savings programs, similar to accountable care organizations, where the dialysis providers share financial risks of treating Medicare beneficiaries with kidney failure. ESCOs encourage dialysis providers to take responsibility for the quality and cost of care for a specific population of patients, which includes managing comorbidities and patient medications.

DaVita has taken on many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and end stage renal disease ("ESRD"). These programs include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs. Information on these programs was previously included in the application for Proj. No. 16-009.

There are over 26 million patients with CKD and that number is expected to rise. Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 1988-1994 and 2007-2012, the overall prevalence estimate for CKD rose from 12.0 to 13.6 percent. The largest relative increase, from 25.4 to 39.5 percent, was seen in those with cardiovascular disease.¹
- Many studies have shown that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.²

¹ US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 15 (2014).

² Id.

- Nearly six times the number of new patients began treatment for ESRD in 2012 (approximately 115,000) versus 1980 (approximately 20,000).³
- Nearly eleven times more patients are now being treated for ESRD than in 1980 (approximately 637,000 versus approximately 60,000).⁴
- U.S. patients newly diagnosed with ESRD were 1 in 2,800 in 2011 versus 1 in 11,000 in 1980.⁵
- U.S. patients treated for ESRD were 1 in 526 in 2011 versus 1 in 3,400 in 1980.⁶
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 44% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁷
- Nephrology care prior to ESRD continues to be a concern. Since the 2005 introduction of the new Medical Evidence form (2728), with fields addressing pre-ESRD care, there has been little progress made in this area (pre-ESRD data, however, should be interpreted with caution because of the potential for misreporting). Forty-one percent of new ESRD patients in 2012, for example, had not seen a nephrologist prior to beginning therapy. And among these patients, 49 percent of those on hemodialysis began therapy with a catheter, compared to 21 percent of those who had received a year or more of nephrology care. Among those with a year or more of pre-ESRD nephrologist care, 54 percent began therapy with a fistula – five times higher than the rate among non-referred patients.⁸

Additionally, DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. Approximately 69% of CKD Medicare patients have never been evaluated by a nephrologist.⁹ Timely CKD care is imperative for patient morbidity and mortality. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may improve patient outcomes and reduce ESRD:

- Reduced GFR is an independent risk factor for morbidity and mortality. A reduction in the rate of decline in kidney function upon nephrologists' referrals has been associated with prolonged survival of CKD patients,
- Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and

³ Id. at 79

⁴ Id.

⁵ US Renal Data System, USRDS 2013 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 160 (2013).

⁶ Id.

⁷ Id. at 161.

⁸ US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 107 (2014).

⁹ Id. at 4.

- Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the Kidney Smart program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.

DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal. DaVita has worked with its physician partners and clinical teammates to reduce catheter rates by 46 percent over the last seven years.

In 2013, DaVita was the first large dialysis provider to implement a comprehensive teammate vaccination order, requiring all teammates who work in or whose jobs require frequent visits to dialysis centers to either be vaccinated against influenza or wear surgical masks in patient-care areas. WipeOut, DaVita's infection surveillance, prevention and response program, aims to help patients live longer and avoid infection-related hospitalizations. DaVita led the industry with more than 90 percent of its dialysis patients immunized for influenza in 2015.

For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provide information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 350 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed. They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care

Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 15 percent reduction in non-dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 27 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

DaVita has long been committed to helping its patients receive a thorough kidney transplant education within 30 days of their first dialysis treatment. Patients are educated about the step-by-step transplant process and requirements, health benefits of a transplant and the transplant center options available to them. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning.

In an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.

DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has been helping improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.

DaVita has been repeatedly recognized for its commitment to its employees (or teammates), particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. Victory Media, publisher of *GI Jobs®* and *Military Spouse Magazine*, recently recognized DaVita as the best 2016 Military Friendly Employer in the health care industry and 34th among all industries. Companies competed for the elite Military Friendly® Employer title by completing a data-driven survey. Criteria included a benchmark score across key programs and policies, such as the strength of company military recruiting efforts, percentage of new hires with prior military service, retention programs for veterans, and company policies on National Guard and Reserve service. DaVita was also named as a *Civilianjobs.com* Most Valuable Employer (MVE) for Military winner for five consecutive years. The MVE was open to all U.S.-based companies, and winners were selected based on surveys in which employers outlined their recruiting, training and retention plans that best serve military service members and veterans.

In May 2015, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the eighth consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. WorldBlu surveys organizations' teammates to determine the level of democracy practiced. For the fourth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. DaVita was named a Silver LearningElite organization for 2014 by Chief Learning Officer magazine for creating and implementing exemplary teammate development practices that deliver measurable business value. DaVita ranked No. 29 in a record breaking field of more than 200 companies. *Training* magazine

recognized DaVita as a Top 125 company in 2016 for its whole-person learning approach to training and development programs; the twelfth consecutive year DaVita has received this recognition. See Attachment – 11B. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies in 2016 – for the ninth consecutive year and tenth year overall DaVita has appeared on the list.

DaVita is also committed to sustainability and reducing its carbon footprint. In fact, it is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. On March 9, 2016, the U.S. Green Building Council announced DaVita's world headquarters building was awarded LEED Platinum Certification for Operations and Maintenance. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Newsweek Green Rankings recognized DaVita as a 2015 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. Furthermore, DaVita annually saves approximately 8 million pounds of medical waste through dialyzer reuse and it also diverts more than 85% of its waste through composting and recycling programs. In addition, DaVita was also recognized as an "EPA Green Power Partner" by the U.S. Environmental Protection Agency.

DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. Its own employees, or members of the "DaVita Village," assist in these initiatives. In 2015, more than 550 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.2 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids. DaVita Way of Giving program donated \$2 million in 2015 to locally based charities across the United States. In honor of Earth Day 2015, more than 1,600 DaVita teammates and their families and friends volunteered over 5,400 hours through 110 environmental service projects in their local communities.

DaVita does not limit its community engagement to the U.S. alone. In 2015, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization, completed more than 30 international medical missions and over 50 domestic missions and CKD screening events. More than 300 DaVita volunteers supported these missions, impacting nearly 17,000 men, women and children in 15 countries.

1. Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.
2. A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11C. Dialysis facilities are currently not subject to State Licensure in Illinois.

Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11D.

3. An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11D.

News Release Archive

For Third Straight Year, DaVita Kidney Care Leads Dialysis Industry in Clinical Performance

Company outperforms all other major kidney care providers in federal Quality Incentive Program and Five-Star Quality Rating system

DENVER, March 3, 2016 /PRNewswire/ -- DaVita Kidney Care, a division of DaVita HealthCare Partners Inc. (NYSE: DVA) and a leading provider of kidney care services, is the clinical leader in the Quality Incentive Program (QIP) from the Centers for Medicare & Medicaid Services (CMS) for the third year in a row. Nationwide, only 1.4 percent of DaVita® centers did not meet QIP standards, significantly outperforming other large dialysis providers.

The data is based on 2014 center performance and was published in January 2016 by CMS.

The results showed DaVita leading in key measures of kidney care for the third consecutive year. Overall, the industry improved, moving from 5.6 percent of clinics not meeting QIP standards in the 2013 QIP to 5.3 percent for the 2014 QIP.

"We are proud of the dedication of our physician partners and caregivers," said Javier Rodriguez, CEO for DaVita Kidney Care. "Their commitment and compassion drives the best care and outcomes for patients treating at DaVita."

According to the data released by CMS in mid-January, DaVita ranked first in four clinical measures in the end stage renal disease (ESRD) QIP program.

QIP is part of Medicare's ESRD program aimed at improving the quality of care provided to Medicare patients. It was designed and passed into law in part to be the nation's first pay-for-performance quality incentive program. CMS describes QIP as a "first-of-its-kind program [that] provides the ESRD community with the opportunity to enhance the overall quality of care that ESRD patients receive as they battle this devastating disease."

"Quality matters to us and to our patients," said Allen R. Nissenson, M.D., FACP, chief medical officer of DaVita Kidney Care. "For 15 straight years, we have improved clinical outcomes, helping our patients live longer, higher quality lives."

The ESRD QIP reduces payments to dialysis centers that do not meet or exceed certain performance standards. DaVita outperformed other kidney care providers with 98.6 percent of the company's centers ranking in the top clinical performance tier.

In October 2015, DaVita also distinguished itself as the clinical leader in the CMS Five-Star Quality Rating System by operating twice as many four- and five-star centers as other major dialysis providers.

About DaVita Kidney Care

DaVita Kidney Care is a division of DaVita HealthCare Partners Inc., a Fortune 500® company that, through its operating divisions, provides a variety of health care services to

patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. DaVita Kidney Care strives to improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of December 31, 2015, DaVita Kidney Care operated or provided administrative services at 2,251 outpatient dialysis centers located in the United States serving approximately 180,000 patients. The company also operated 118 outpatient dialysis centers located in 10 countries outside the United States. DaVita Kidney Care supports numerous programs dedicated to creating positive, sustainable change in communities around the world. The company's leadership development initiatives and social responsibility efforts have been recognized by Fortune, Modern Healthcare, Newsweek and WorldBlu. For more information, please visit DaVita.com.

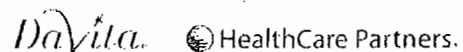
About DaVita HealthCare Partners

DaVita HealthCare Partners Inc., a Fortune 500® company, is the parent company of DaVita Kidney Care and HealthCare Partners. DaVita Kidney Care is a leading provider of kidney care in the United States, delivering dialysis services to patients with chronic kidney failure and end stage renal disease. As of December 31, 2015, DaVita Kidney Care operated or provided administrative services at 2,251 outpatient dialysis centers located in the United States serving approximately 180,000 patients. The company also operated 118 outpatient dialysis centers located in 10 countries outside the United States. HealthCare Partners manages and operates medical groups and affiliated physician networks in Arizona, California, Nevada, New Mexico, Florida and Colorado in its pursuit to deliver excellent-quality health care in a dignified and compassionate manner. As of December 31, 2015 HealthCare Partners provided integrated care management for approximately 807,000 patients. For more information, please visit DaVitaHealthCarePartners.com.

Contact:

Kathryn Stabrawa
303-876-7527
kathryn.stabrawa@davita.com

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<http://photos.prnewswire.com/prnh/20140318/DC85712LOGO>

SOURCE DaVita Kidney Care

<http://pressreleases.davitahealthcarepartners.com/2016-03-03-For-Third-Straight-Year-DaVita-Kidney-Care-Leads-Dialysis-Industry-in-Clinical-Performance>

News Release Archive

DaVita HealthCare Partners Recognized Among 2016 Training Top 125

Company offers robust training and development program for teammates

DENVER, Feb. 18, 2016 /PRNewswire/ -- DaVita HealthCare Partners Inc. (NYSE: DVA), a leading independent medical group and a leading provider of kidney care services in the United States, today announced the company was recognized among *Training* magazine's Top 125 for its whole-person learning approach to training and development programs. The company has appeared on the list for 12 years in a row.

"We focus on whole-person learning because we believe that who we are at work is the same as who we are at home and in our communities around the world," said Dave Hoerman, chief wisdom officer of DaVita HealthCare Partners. "We encourage all of our teammates to grow, both personally and professionally, so that they can lead more fulfilled and healthy lives. In turn, it allows our teammates to deliver quality care that helps our patients live more full and healthy lives as well."

DaVita HealthCare Partners offers a variety of in-person and online courses and programs to help create a special place for its teammates. For example, the company designed the DSS Leadership Program to find front line teammates who have potential for management roles and have a desire to grow as leaders. The six-month course teaches the fundamentals of leadership through lectures, self-assessment and reading assignments.

DaVita HealthCare Partners has also been named as a finalist in *Chief Learning Officer* magazine's LearningElite program which recognizes organizations for their learning and development strategies that deliver business results.

Explore how DaVita HealthCare Partners invests in its teammates' professional and personal growth at DaVita.com/CSR.

About DaVita HealthCare Partners

DaVita HealthCare Partners Inc., a Fortune 500® company, is the parent company of DaVita Kidney Care and HealthCare Partners. DaVita Kidney Care is a leading provider of kidney care in the United States, delivering dialysis services to patients with chronic kidney failure and end stage renal disease. As of December 31, 2015, DaVita Kidney Care operated or provided administrative services at 2,251 outpatient dialysis centers located in the United States serving approximately 180,000 patients. The company also operated 118 outpatient dialysis centers located in 10 countries outside the United States. HealthCare Partners manages and operates medical groups and affiliated physician networks in Arizona, California, Nevada, New Mexico, Florida and Colorado in its pursuit to deliver excellent-quality health care in a dignified and compassionate manner. As of December 31, 2015 HealthCare Partners provided integrated care management for approximately 807,000 patients. For more information, please visit DaVitaHealthCarePartners.com.

DaVita and DaVita HealthCare Partners are trademarks or registered trademarks of DaVita HealthCare Partners Inc.

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SOURCE DaVita HealthCare Partners

<http://pressreleases.davitahealthcarepartners.com/2016-02-18-DaVita-HealthCare-Partners-Recognized-Among-2016-Training-Top-125>

Davita HealthCare Partners Inc. Illinois Facility Listing						
Regulatory Name	Address 1	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST	QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE	ALTON	MADISON	IL	62002-5009	14-2619
Arlington Heights Renal Center	17 WEST GOLF ROAD	ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628
Barrington Creek	28160 W. NORTHWEST HIGHWAY	LAKE BARRINGTON	LAKE	IL	60010	14-2736
Belvidere Dialysis	1755 BELOIT ROAD	BELVIDERE	BOONE	IL	61008	
Benton Dialysis	1151 ROUTE 14 W	BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE	CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE	NILES	COOK	IL	60714-4019	14-2712
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD	BUFFALO GROVE	COOK	IL	60089-4009	14-2650
Calumet City Dialysis	1200 SIBLEY BOULEVARD	CALUMET CITY	COOK	IL	60409	
Carpentersville Dialysis	2203 RANDALL ROAD	CARPENTERSVILLE	KANE	IL	60110-3355	14-2598
Centralia Dialysis	1231 STATE ROUTE 161	CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD, STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE	WORTH	COOK	IL	60482	
Churchview Dialysis	5970 CHURCHVIEW DR	ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST, STE A	ELGIN	KANE	IL	60120-2125	14-2715
Country Hills Dialysis	4215 W 167TH ST	COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575
Crystal Springs Dialysis	720 COG CIRCLE	CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST	DECATUR	MACON	IL	62523-1155	14-2599
Dixon Kidney Center	1131 N GALENA AVE	DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis	1808 SOUTH WEST AVE	FREEDPORT	STEPHENSON	IL	61032-6712	14-2747
Edwardsville Dialysis	235 S BUCHANAN ST	EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR, STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580
Emerald Dialysis	710 W 43RD ST	CHICAGO	COOK	IL	60609-3435	14-2529
Evanston Renal Center	1715 CENTRAL STREET	EVANSTON	COOK	IL	602014507	14-2511

Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE	CHICAGO	COOK	IL	60619-1909	14-2728
Freeport Dialysis	1028 S KUNKLE BLVD	FREEPORT	STEPHENSON	IL	61032-6914	14-2642
Garfield Kidney Center	3250 WEST FRANKLIN BLVD	CHICAGO	COOK	IL	606244509	14-2777
Granite City Dialysis Center	9 AMERICAN VLG	GRANITE CITY	MADISON	IL	62040-3706	14-2537
Harvey Dialysis	16641 S HALSTED ST	HARVEY	COOK	IL	60426-6174	14-2698
Hazel Crest Renal Center	3470 WEST 183rd STREET	HAZEL CREST	COOK	IL	60429-2428	14-2622
Illini Renal Dialysis	507 E UNIVERSITY AVE	CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Jacksonville Dialysis	1515 W WALNUT ST	JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST	JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR, STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE	CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY, STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59	LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST	CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH	LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	3157 N LINCOLN AVE	CHICAGO	COOK	IL	60657-3111	14-2528
Litchfield Dialysis	915 ST FRANCES WAY	LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD	CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE	CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET	CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	6950 NORTH PERRYVILLE ROAD	IMACHESNEY PARK	WINNEBAGO	IL	61115	
Macon County Dialysis	1090 W MCKINLEY AVE	DECATUR	MACON	IL	62526-3208	14-2584
Marengo City Dialysis	910 GREENLEE STREET, STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marion Dialysis	324 S 4TH ST	MARION	WILLIAMSON	IL	62959-1241	14-2570
Maryville Dialysis	2130 VADALABENE DR	MARYVILLE	MADISON	IL	62062-5632	14-2634

Mattoon Dialysis	6051 DEVELOPMENT DRIVE	CHARLESTON	COLES	IL	61938-4652	14-2585
Metro East Dialysis	5105 W MAIN ST	BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE	CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE	HILLSBORO	MONTGOMERY	IL	62049	
Mount Vernon Dialysis	1800 JEFFERSON AVE	MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST	CHICAGO	COOK	IL	60655-3329	14-2660
Olney Dialysis Center	117 N BOONE ST	OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY, STE B	MATTESON	COOK	IL	60443-2318	14-2548
Palos Park Dialysis	13155 5 LaGRANGE ROAD	ORLAND PARK	COOK	IL	60462-1162	14-2732
Pittsfield Dialysis	640 W WASHINGTON ST LOT 4 IN 1ST ADDITION OF EAST	PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	INDUSTRIAL PARK	RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST, STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE	ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD	ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE	RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Sauget Dialysis	2061 GOOSE LAKE RD	SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 5 ROSELLE ROAD	SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD	SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE	MORRIS	GRUNDY	IL	60450	14-2740

Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD	NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD	JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE	SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST	SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR, STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET	SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stoncrest Dialysis	1302 E STATE ST	ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE	OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE	CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR	SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST	TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET	PEKIN	TAZEWELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD	DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE	TINLEY PARK	COOK	IL	60477	
TRC Children's Dialysis Center	2611 N HALSTED ST	CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE	VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD	DANVILLE	VERMILION	IL	61834	
Waukegan Renal Center	1616 NORTH GRAND AVENUE, STE C	Waukegan	COOK	IL	60085-3676	14-2577
Wayne County Dialysis	303 NW 11TH ST, STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688
West Lawn Dialysis	7000 S PULASKI RD	CHICAGO	COOK	IL	60629-5842	14-2719
West Side Dialysis	1600 W 13TH STREET	CHICAGO	COOK	IL	60608	
Whiteside Dialysis	2600 N LOCUST, STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648
Woodlawn Dialysis	5060 S STATE ST	CHICAGO	COOK	IL	60609	14-2310

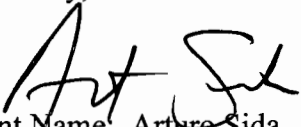
Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any in-center dialysis facility owned or operated by DaVita HealthCare Partners Inc. or Total Renal Care, Inc. in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.
Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of _____, 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

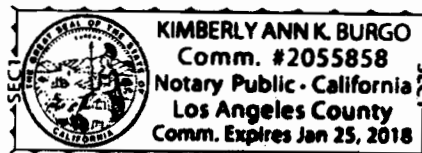
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re CON Application (Jerseyville Dialysis)

Document Date: March 18, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230(b) – Background, Purpose of the Project, and Alternatives

Purpose of the Project

1. The Applicants propose to add 1 dialysis station to Jerseyville Dialysis to meet the growing need for dialysis services in Jerseyville and its surrounding communities. Over the past year, Jerseyville has experienced tremendous growth. From December 31, 2014 to December 31, 2015, patient census at Jerseyville Dialysis increased over 27% (from 33 patients as of December 31, 2014 to 42 patients as of December 31, 2015). In December 2015, Jerseyville Dialysis added one station under the State Board's 10% rule to address the growing need for dialysis services in Jerseyville. The additional station lowered utilization to 87.5%, which exceeds the State Board's standard. As of February 29, 2016, Jerseyville Dialysis patient census was 42 patients and the facility was operating at 87.5%. The proposed ninth station will lower utilization to 77.7%, which is just below the State Board's standard.

The expansion is needed to serve the growing need for dialysis services in the Jerseyville community. Without an additional station, Jerseyville will be required to operate a 4th shift to accommodate patient demand. As a result, patients will receive treatment well past midnight, which is suboptimal and sometimes dangerous for patients and staff. When a fourth shift is operated, the dialysis facility operates nearly around the clock with staff opening the facility around 5:00 a.m. and closing it around midnight. Not only is staffing a fourth shift difficult for clinic personnel, it is also suboptimal for the patients themselves. Finally, a fourth shift increases operating costs by adding additional staffing and utilities costs.

There are no feasible alternatives for dialysis patients residing in Jerseyville and its surrounding communities. Only two dialysis facilities are located within 30 minutes of Jerseyville Dialysis. Both facilities are located approximately 25 minutes away in Madison County. Importantly, Jerseyville is a rural area and is one of only four counties in the State without a public transportation program. As a result, the transportation access issues are more acute for dialysis patients in Jerseyville than in other communities in the State. Patients who have problems getting their dialysis because of transportation problems miss dialysis treatments, which results in involuntary non-compliance. Non-compliance has significant negative consequences, which includes worsening of anemia and bone disease due to not receiving scheduled intravenous medications during dialysis; fluid overload – shortness of breath from fluid in the lungs may require an emergency room visit and emergency dialysis; cardiac complications, including cardiac arrhythmia, cardiac arrest and death, due to high potassium levels; and cerebrovascular complications, i.e., stroke that could lead to disability and death. Furthermore, skipping dialysis decreases the total delivered dose. Skipping one or more dialysis sessions in a month has been associated with a 16% higher risk of hospitalization and 30% increased mortality risk compared to those who did not miss a dialysis session. Accordingly, the additional station is needed to maintain access to life sustaining dialysis services for patients in Jerseyville and its surrounding communities.

Jerseyville Dialysis serves 42 ESRD patients. Dr. Meher Mallick, the Medical Director for Jerseyville Dialysis, is currently treating 11 pre-ESRD patients that reside in and around Jerseyville and its surrounding communities. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 6 of the patients will require dialysis within 12 to 24 months of project completion. This represents an 88.9% utilization rate, which exceeds the State's 80% standard.

It is essential the Applicants obtain approval to expand Jerseyville Dialysis to maintain access to necessary dialysis services to patients in Jerseyville and the surrounding communities.

2. A map of the market area for Jerseyville Dialysis is attached at Attachment – 12A. The market area encompasses a 24 mile radius around Jerseyville Dialysis. The boundaries of the market area are as follows:

- North approximately 30 minutes normal travel time to White Hall
- Northeast approximately 30 minutes normal travel time to Chesterfield
- East approximately 30 minutes normal travel time to Gillespie
- Southeast approximately 30 minutes normal travel time to Dorsey
- South approximately 22 minutes normal travel time to Godfrey
- Southwest approximately 29 minutes normal travel time to Grafton
- West approximately 29 minutes normal travel time to Hardin
- Northwest approximately 30 minutes normal travel time to Eldred

3. Jerseyville Dialysis was operating at 87.5% as of February 29, 2016. Within the last year, patient census at Jerseyville Dialysis increased over 27% (from 33 patients as of December 31, 2014 to 42 patients as of December 31, 2015). In December 2015, Jerseyville added one station under the State Board's 10% rule to address the growing need for dialysis services in Jerseyville. Dr. Meher Mallick, the Medical Director for Jerseyville Dialysis, is currently treating 11 pre-ESRD patients that reside in and around Jerseyville and its surrounding communities. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 6 of the patients will require dialysis within 12 to 24 months of project completion. Without the additional station, utilization at Jerseyville dialysis will exceed 100%.

There are no feasible alternatives for dialysis patients residing in Jerseyville and its surrounding communities. Only two dialysis facilities are located within 30 minutes of Jerseyville Dialysis. Both facilities are located approximately 25 minutes away in Madison County. Importantly, Jerseyville is a rural area and is one of only four counties in the State without a public transportation program. As a result, the transportation access issues are more acute for dialysis patients in Jerseyville than in other communities in the State. Patients who have problems getting their dialysis because of transportation problems miss dialysis treatments, which results in involuntary non-compliance, which can lead to a higher rates of hospitalization and increased mortality. Accordingly, the additional station is needed to maintain access to life sustaining dialysis services for patients in Jerseyville and its surrounding communities.

4. Source Information

US Renal Data System, USRDS 2013 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, Bethesda, MD: National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases (2013).

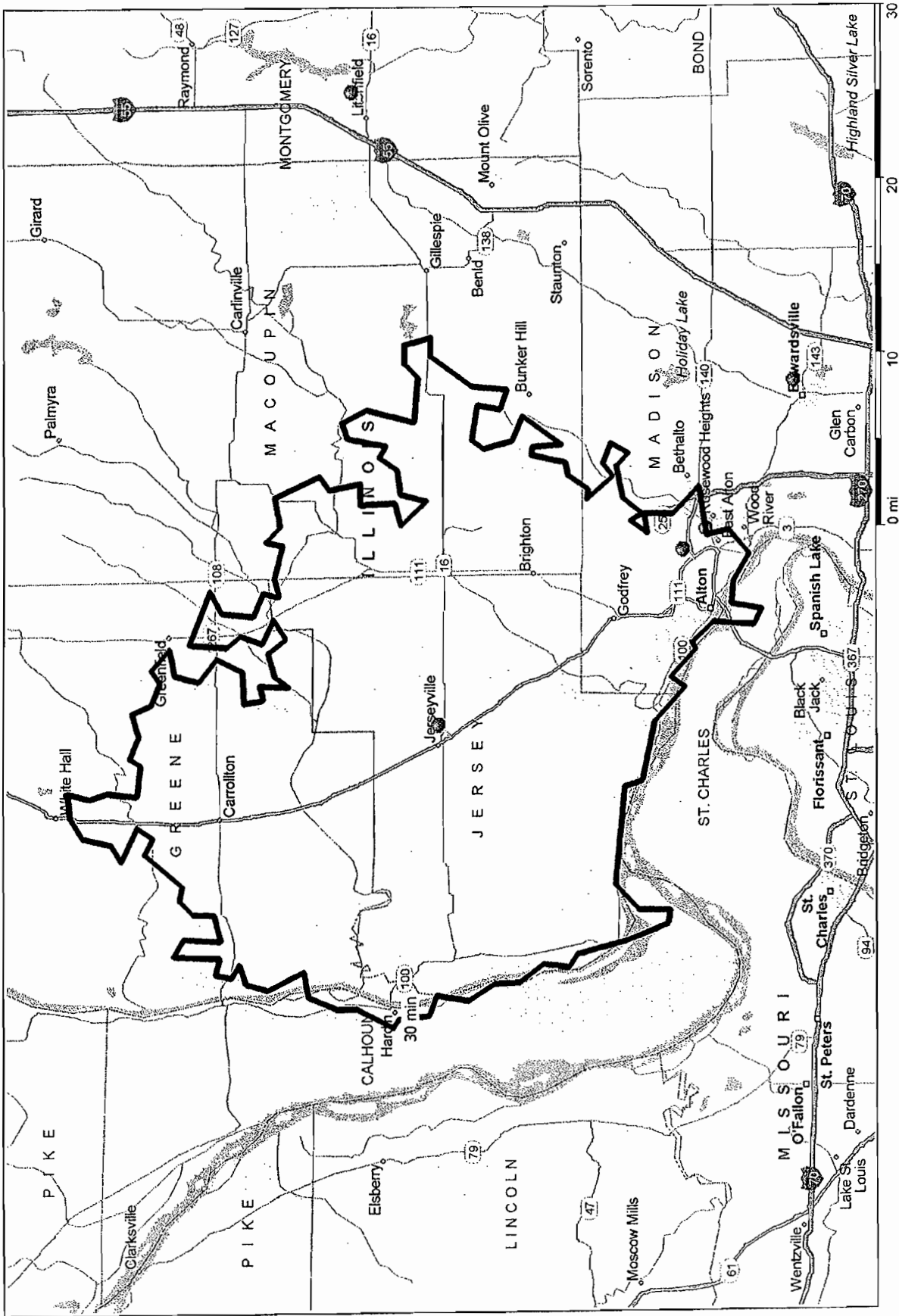
US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD (2014).

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC). NATIONAL CHRONIC KIDNEY DISEASE FACT SHEET: GENERAL INFORMATION AND NATIONAL ESTIMATES ON CHRONIC KIDNEY DISEASE IN THE UNITED STATES, 2014. Atlanta, GA: US Department of Health and Human Services, Centers for Disease Control and Prevention; 2014.

5. As stated, Jerseyville Dialysis is currently operating at 87.5% utilization. The expansion project consists of the addition of one station. The increase in capacity will enable DaVita to more effectively meet projected increases in demand set forth above.
6. The Applicants anticipate the expanded Jerseyville Dialysis will have quality outcomes comparable to other DaVita facilities. Additionally, in an effort to better serve all kidney patients,

DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.

Jerseyville Geographic Service Area



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Section III, Background, Purpose of the Project, and Alternatives
Criterion 1110.230(c) – Background, Purpose of the Project, and Alternatives

Alternatives

The Applicants considered three options prior to determining to expand Jerseyville Dialysis by one station. The options considered are as follows:

1. Do Nothing/Maintain Status Quo
2. Utilize Other Facilities
3. Expand Jerseyville Dialysis

After exploring these options, which are discussed in more detail below, the Applicants decided to expand the existing dialysis facility. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing/Maintain the Status Quo

This is not a viable option. Jersey Dialysis is currently operating at 87.5% capacity and can only accommodate 5 more patients before a 4th shift is needed. Operating four shifts per day is not feasible for many reasons. When a fourth shift is operated, the dialysis facility operates nearly around the clock with staff opening the facility around 5:00 a.m. and closing it around midnight. Not only is staffing a fourth shift difficult for clinic personnel, it is also suboptimal for the patients themselves. Further, a fourth shift increases operating costs by adding additional staffing and utilities costs. Many dialysis patients are elderly or disabled. These patients are faced with additional safety hazards when arriving and departing the facility in the dark. Some of these hazards cannot be avoided in the winter but patients feel more secure when arriving and departing during the day.

Further, there are no feasible alternatives for dialysis patients residing in Jerseyville and its surrounding communities. Only two dialysis facilities are located within 30 minutes of Jerseyville Dialysis. Both facilities are located approximately 25 minutes away in Madison County. Importantly, Jerseyville is a rural area and is one of only four counties in the State without a public transportation program. As a result, the transportation access issues are more acute for dialysis patients in Jerseyville than in other communities in the State. Patients who have problems getting their dialysis because of transportation problems miss dialysis treatments, which results in involuntary non-compliance. Non-compliance has significant negative consequences, which includes worsening of anemia and bone disease due to not receiving scheduled intravenous medications during dialysis; fluid overload – shortness of breath from fluid in the lungs may require an emergency room visit and emergency dialysis; cardiac complications, including cardiac arrhythmia, cardiac arrest and death, due to high potassium levels; and cerebrovascular complications, i.e., stroke that could lead to disability and death. Furthermore, skipping dialysis decreases the total delivered dose. Skipping one or more dialysis sessions in a month has been associated with a 16% higher risk of hospitalization and 30% increased mortality risk compared to those who did not miss a dialysis session. Accordingly, the additional station is needed to maintain access to life sustaining dialysis services for patients in Jerseyville and its surrounding communities.

There is no capital cost with this alternative

Utilize Existing Facilities

Utilization of existing facilities to accommodate growing need for dialysis is not feasible. Only two dialysis facilities are located within 30 minutes of Jerseyville Dialysis. Both facilities are located approximately 25 minutes away in Madison County. Importantly, Jerseyville is a rural area and is one

of only four counties in the State without a public transportation program. As a result, the transportation access issues are more acute for dialysis patients in Jerseyville than in other communities in the State. Patients who have problems getting their dialysis because of transportation problems miss dialysis treatments, which results in involuntary non-compliance. Non-compliance has significant negative consequences, which includes worsening of anemia and bone disease due to not receiving scheduled intravenous medications during dialysis; fluid overload – shortness of breath from fluid in the lungs may require an emergency room visit and emergency dialysis; cardiac complications, including cardiac arrhythmia, cardiac arrest and death, due to high potassium levels; and cerebrovascular complications, i.e., stroke that could lead to disability and death. Furthermore, skipping dialysis decreases the total delivered dose. Skipping one or more dialysis sessions in a month has been associated with a 16% higher risk of hospitalization and 30% increased mortality risk compared to those who did not miss a dialysis session. Accordingly, the additional station is needed to maintain access to life sustaining dialysis services for patients in Jerseyville and its surrounding communities.

There is no capital cost with this alternative.

Expand Jerseyville Dialysis

DaVita determined that the most effective and efficient way to serve its patients is to expand Jerseyville Dialysis. Thus, the Applicants selected this option.

The cost associated with this option is **\$173,491**.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to add 1 station to an existing 8-station dialysis facility for a total of 9 stations. Pursuant to Section 1110, Appendix B of the State Board's rules, the State standard is 360-520 gross square feet per dialysis station for a total of 3,240 – 4,680 gross square feet for 9 dialysis stations. The total gross square footage of the clinical space of Jerseyville Dialysis is 3,500 gross square feet (or 388.89 GSF per station). Accordingly, the proposed facility meets the State standard per station.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	3,500	3,240 – 4,680	N/A	Meets State Standard

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, annual utilization at the expanded Jerseyville Dialysis shall exceed State Board's utilization standard of 80%. Pursuant to Section 1100.1430 of the State Board's rules, facilities providing in-center hemodialysis should operate their dialysis stations at or above an annual utilization rate of 80%, assuming three patient shifts per day per dialysis station, operating six days per week. Dr. Mallick is currently treating 11 CKD patients that reside within 30 minutes of Jerseyville Dialysis, and whose condition is advancing to ESRD. See Appendix - 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, it is estimated that 6 of these patients will initiate dialysis within 12 to 24 months following project completion.

Table 1110.234(b) Utilization					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
2014	ESRD	4,568	N/A	5,242	No
2015	ESRD	5,257	N/A	5,242*	Yes
Year 2	ESRD	N/A	7,488	6,739	Yes

*State Standard based upon 7 dialysis stations. The eighth station was added on December 16, 2015.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(c)(2), Planning Area Need

1. Service to Planning Area Residents

The primary purpose of this project is to ensure the residents of Jerseyville and the surrounding communities have access to life sustaining dialysis. As shown in Table 110.1430(c)(2) below Dr. Mallick has referred 6 new patients to Jerseyville Dialysis during the most recent 12 months. All of the patients reside within the Jerseyville Dialysis geographic service area ("GSA"). Accordingly this project will serve the residents of the GSA.

Table 110.1430(c)(2)		
New Patients by Zip Code		
Zip Code	City	Patients
62052	Jerseyville	5
62685	Shipman	1
Total		6

2. Service Demand – Expansion of In-Center Hemodialysis Service

Jerseyville Dialysis has seen tremendous growth over the past year. To accommodate this growth, Jerseyville added an eighth station in December 2015. However, the facility continues to be highly utilized, operating at 87.5% utilization as of December 31, 2015. The facility currently treats 42 patients and can only accommodate 6 patients before it reaches full capacity. As shown in the referral letter at Appendix - 1, Dr. Mallick anticipates a total of 6 patients will initiate dialysis within 12 to 24 months following project completion. This will result in 88.9% utilization by the end of the second year of operation.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f), Staffing

1. Jerseyville Dialysis is staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director: Dr. Meher Mallick, M.D. serves as the Medical Director for the Jerseyville Dialysis. A copy of Dr. Mallick's curriculum vitae is attached at Attachment – 26A.
 - b. As discussed throughout this application, the Applicants seek authority to expand their existing 8-station dialysis facility to a 9-station dialysis facility. Jerseyville Dialysis is Medicare certified and fully staffed with a medical director, administrator, registered nurses, patient care technicians, social worker, and registered dietitian.
2. All staff is trained under the direction of Jerseyville Dialysis' Governing Body, utilizing DaVita's comprehensive training program. DaVita's training program meets all State and Medicare requirements. The training program includes introduction to the dialysis machine, components of the hemodialysis system, infection control, anticoagulation, patient assessment/data collection, vascular access, kidney failure, documentation, complications of dialysis, laboratory draws, and miscellaneous testing devices used. In addition, it includes in-depth theory on the structure and function of the kidneys; including, homeostasis, renal failure, ARF/CRF, uremia, osteodystrophy and anemia, principles of dialysis; components of hemodialysis system; water treatment; dialyzer reprocessing; hemodialysis treatment; fluid management; nutrition; laboratory; adequacy; pharmacology; patient education, and service excellence. A summary of the training program is attached at Attachment – 26B.
3. As set forth in the letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc., attached at Attachment – 26C, Jerseyville Dialysis will maintain an open medical staff.

Meher S. Mallick, MD
10004 Kennerly Road, Suite 315-A
Saint Louis, MO 63128
Phone (314) 843-3449 Fax (314) 843-8762

SPECIALTIES

Nephrology
Internal Medicine

PROFESSIONAL EXPERIENCE

6/2001-Present	St. Louis Nephrology Associates, LLC. 10004 Kennerly Road, Suite 315-A Saint Louis, MO 63128	Private Practice Nephrology Consultant
11/90-5/2001	Kidney Associates Of Decatur, S.C. 1770 East Lake Shore Drive – Suite 201 Decatur, IL 62521 (217) 429-6000	Private Practice Nephrology Consultant
6/95-10/1998	Beloit Clinic, S.C. 1905 Huebbe Parkway Beloit, WI 53511 (608) 364-2463	Nephrology Consultant
6/95-10/1998	Beloit Memorial Hospital 1969 West Hurt Road Beloit, WI 53511 (608) 364-5011	Assoc. Director of Dialysis Unit
11/94-06/1995	Wankesha Memorial Hospital Wankesha, WI	Nephrology Consultant
11/94-06/1995	Memorial Hospital of Oconomowac Oconomowac, WI	Nephrology Consultant
4/85-06/1987	Boston City Hospital Boston, MA	Pharmacy Dept. Technician

Meher S. Mallick, MD

3/83-12/1984	Habib Clinic Karashi, Pakistan	General Practitioner
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EDUCATION

1972-1974	St. Patrick's College <i>Pre-Medical Education</i> <i>Gold Medal Award-1st in Class</i>	Karachi, Pakistan
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1975-1982	Dow Medical College <i>Bachelor of Medicine/Bachelor of Surgery</i> <i>Merit Standing for Entrance: 13th of 2000</i>	Karachi, Pakistan
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2/82-1983	Civil Hospital <i>Internal Medicine Intern/General Surgery Internal</i>	Karachi, Pakistan
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7/8	FMGEMS (Foreign Medical Graduate Exam in Medical Sciences)	#347-873-2
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6/85	FLEX (Federation License Exam)	#570502010
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6/87-6/88 Externship	St. Anthony's Medical Center Department of Medicine	Milwaukee, WI
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6/88-6/90 Internship	Sinai Samaritan Medical Center Internal Medicine	Milwaukee, WI
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7/90-6/92 Residency	Sinai Samaritan Medical Center Internal Medicine	Milwaukee, WI
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7/92-6/94	Albert Einstein Medical Center Kraftsow Division of Nephrology (215) 456-6970	Philadelphia, PA
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Meher S. Mallick, MD

BOARD CERTIFICATIONS

American Board of Internal Medicine	09/1993
American Board of Nephrology	11/1996
Recertification	11/2006

LICENSURE

State of Missouri #2001009904	Active
State of Illinois #036099093	Active

PERSONAL

Birthdate:	May 2, 1957
Place of Birth:	Pakistan
Citizenship:	United State of America
Languages:	English, Urdu
Family Status	Married/Three Children
Home Address	1505 Schoettler Drive Chesterfield, MO 63017
Phone#	(636) 536-7006
Cell#	(314) 630-9749

TITLE: BASIC TRAINING PROGRAM OVERVIEW

Mission

DaVita's Basic Training Program for Hemodialysis provides the instructional preparation and the tools to enable teammates to deliver quality patient care. Our core values of *service excellence, integrity, team, continuous improvement, accountability, fulfillment and fun* provide the framework for the Program. Compliance with State and Federal Regulations and the inclusion of DaVita's Policies and Procedures (P&P) were instrumental in the development of the program.

Explanation of Content

Two education programs for the new nurse or patient care technician (PCT) are detailed in this section. These include the training of new DaVita teammates **without** previous dialysis experience and the training of the new teammates **with** previous dialysis experience. A program description including specific objectives and content requirements is included.

This section is designed to provide a *quick reference* to program content and to provide access to key documents and forms.

The Table of Contents is as follows:

- I. Program Overview (TR1-01-01)
- II. Program Description (TR1-01-02)
 - Basic Training Class Outline (TR1-01-02A)
 - Basic Charge Nurse Training Class Outline (TR1-01-02B)
- III. Education Enrollment Information (TR1-01-03)
- IV. Education Standards (TR1-01-04)
- V. Verification of Competency
 - New teammate without prior experience (TR1-01-05)
 - New teammate with prior experience (TR1-01-06)
 - Medical Director Approval Form (TR1-01-07)
- VI. Evaluation of Education Program
 - Program Evaluation
 - Basic Training Classroom Evaluation (TR1-01-08A)
 - Basic Charge Nurse Training Classroom Evaluation (TR1-01-08B)
 - Curriculum Evaluation
- VII. Additional Educational Forms
 - New Teammate Weekly Progress Report for the PCT (TR1-01-09)
 - New Teammate Weekly Progress Report for Nurses (TR1-01-10)
 - Training hours tracking form (TR1-01-11)
- VIII. State-specific information/forms (as applicable)

**TITLE: BASIC TRAINING FOR HEMODIALYSIS PROGRAM
DESCRIPTION**

Introduction to Program

The Basic Training Program for Hemodialysis is grounded in DaVita's Core Values. These core values include a commitment to providing *service excellence*, promoting *integrity*, practicing a *team* approach, systematically striving for *continuous improvement*, practicing *accountability*, and experiencing *fulfillment and fun*.

The Basic Training Program for Hemodialysis is designed to provide the new teammate with the theoretical background and clinical skills necessary to function as a competent hemodialysis patient care provider.

DaVita hires both non-experienced and experienced teammates. Newly hired teammates must meet all applicable State requirements for education, training, credentialing, competency, standards of practice, certification, and licensure in the State in which he or she is employed. For individuals with experience in the armed forces of the United States, or in the national guard or in a reserve component, DaVita will review the individual's military education and skills training, determine whether any of the military education or skills training is substantially equivalent to the Basic Training curriculum and award credit to the individual for any substantially equivalent military education or skills training.

A non-experienced teammate is defined as:

- A newly hired patient care teammate without prior dialysis experience.
- A rehired patient care teammate who left prior to completing the initial training.
- A newly hired or rehired patient care teammate with previous dialysis experience who has not provided at least 3 months of hands on dialysis care to patients within the past 12 months.

An experienced teammate is defined as:

- A newly hired or rehired teammate who can show proof of completing a dialysis training program and has provided at least 3 months of hands on dialysis care to patients within the past 12 months.

The curriculum of the Basic Training Program for Hemodialysis is modeled after Federal Law and State Boards of Nursing requirements, the American Nephrology Nurses Association Core Curriculum for Nephrology Nursing, and the Board of Nephrology Examiners Nursing and Technology guidelines. The program also incorporates the policies, procedures, and guidelines of DaVita HealthCare Partners Inc.

"Day in the Life" is DaVita's learning portal with videos for RNs, LPN/LVNs and patient care technicians. The portal shows common tasks that are done throughout the workday and provides links to policies and procedures and other educational materials associated with these tasks thus increasing their knowledge of all aspects of dialysis. It is designed to be used in conjunction with the "Basic Training Workbook."

Program Description

The education program for the newly hired patient care provider teammate **without prior dialysis experience** is composed of at least (1) 120 hours didactic instruction and a minimum of (2) 240 hours clinical practicum, unless otherwise specified by individual state regulations.

The **didactic phase** consists of instruction including but not limited to lectures, readings, self-study materials, on-line learning activities, specifically designed hemodialysis workbooks for the teammate, demonstrations and observations. This education may be coordinated by the Clinical Services Specialist (CSS), a nurse educator, the administrator, or the preceptor.

Within the clinic setting this training includes

- Principles of dialysis
- Water treatment and dialysate preparation
- Introduction to the dialysis delivery system and its components
- Care of patients with kidney failure, including assessment, data collection and interpersonal skills
- Dialysis procedures and documentation, including initiation, monitoring, and termination of dialysis
- Vascular access care including proper cannulation techniques
- Medication preparation and administration
- Laboratory specimen collection and processing
- Possible complications of dialysis
- Infection control and safety
- Dialyzer reprocessing, if applicable

The program also introduces the new teammate to DaVita Policies and Procedures (P&P), and the Core Curriculum for Dialysis Technicians.

The **didactic phase** also includes classroom training with the CSS or nurse educator. Class builds upon the theory learned in the Workbooks and introduces the students to more advanced topics. These include:

- Acute Kidney Injury vs. Chronic Renal Failure
- Manifestations of Chronic Renal Failure
- Normal Kidney Function vs. Hemodialysis
- Documentation & Flow Sheet Review

**Training Program Manual
Basic Training for Hemodialysis
DaVita HealthCare Partners Inc.**

TR1-01-02

- Patient Self-management
- Motivational Interviewing
- Infection Control
- Data Collection and Assessment
- Water Treatment and Dialyzer Reprocessing
- Fluid Management
- Pharmacology
- Vascular Access
- Renal Nutrition
- Laboratory
- The Hemodialysis Delivery System
- Adequacy of Hemodialysis
- Complications of Hemodialysis
- Importance of P&P
- Role of the Renal Social Worker
- Conflict Resolution
- The DaVita Quality Index

Also included are workshops, role play, and instructional videos. Additional topics are included as per specific state regulations.

A final comprehensive examination score of 80% (unless state requires a higher score) must be obtained to successfully complete this portion of the didactic phase. If a score of less than 80% is attained, the teammate will receive additional appropriate remediation and a second exam will be given.

Also included in the **didactic phase** is additional classroom training covering Health and Safety Training, systems/applications training, One For All orientation training, Compliance training, Diversity training, mandatory water classes, emergency procedures specific to facility, location of disaster supplies, and orientation to the unit.

The **didactic phase** for nurses includes three days of additional classroom training and covers the following topics:

- Nephrology Nursing, Scope of Practice, Delegation and Supervision, Practicing according to P&P
- Nephrology Nurse Leadership
- Impact – Role of the Nurse
- Care Planning including developing a POC exercise
- Achieving Adequacy with focus on assessment, intervention, available tools
- Interpreting laboratory Values and the role of the nurse

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Origination Date: 1995
Revision Date: August 2014, October 2014
Page 3 of 5

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TR1-01-02

- Hepatitis B – surveillance, lab interpretation, follow up, vaccination schedules
- TB Infection Control for Nurses
- Anemia Management – ESA Hyporesponse: a StarLearning Course
- Survey Readiness
- CKD-MBD – Relationship with the Renal Dietitian
- Pharmacology for Nurses – video
- Workshop
 - Culture of Safety, Conducting a Homeroom Meeting
 - Nurse Responsibilities, Time Management
 - Communication – Meetings, SBAR (Situation, Background, Assessment, Recommendation)
 - Surfing the VillageWeb – Important sites and departments, finding information

The **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate a progression of skills required to perform the hemodialysis procedures in a safe and effective manner. A *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training. The Basic Training workbook for Hemodialysis will also be utilized for this training and must be completed to the satisfaction of the preceptor and the registered nurse.

Those teammates who will be responsible for the Water Treatment System within the facility are required to complete the Mandatory Educational Water courses and the corresponding skills checklists.

Both the didactic phase and/or the clinical practicum phase will be successfully completed, along with completed and signed skills checklists, prior to the new teammate receiving an independent assignment. The new teammate is expected to attend all training sessions and complete all assignments and workbooks.

The education program for the newly hired patient care provider teammate with previous dialysis experience is individually tailored based on the identified learning needs. The initial orientation to the *Health Prevention and Safety Training* will be successfully completed prior to the new teammate working/receiving training in the clinical area. The new teammate will utilize the Basic Training Workbook for Hemodialysis and progress at his/her own pace. This workbook should be completed within a timely manner as to also demonstrate acceptable skill-level. The *Procedural Skills Verification Checklist* including verification of review of applicable P&P will be completed by the preceptor, and the registered nurse in charge of the training upon demonstration of an acceptable skill-level by the new teammate, and then signed by the new teammate, the RN trainer and the facility administrator.

Ideally teammates will attend Basic Training Class, however, teammates with experience may opt-out of class by successful passing of the *Initial Competency Exam* with a score of 80% or higher. The CSS or RN Trainer responsible for teaching Basic Training Class will enroll the new teammate with experience in the Initial Competency Exam on the LMS. The new teammate's preceptor will proctor the exam. The new experienced teammate should complete all segments of the workbook including the recommended resources to prepare for taking the *Initial Competency Exam* as questions not only assess common knowledge related to the hemodialysis treatment but also knowledge related to specific DaVita P&P, treatment outcome goals based on clinical initiatives and patient involvement in their care. Prior to the new teammate receiving an independent patient-care assignment, the skills checklist must be completed and signed along with a passing score from the classroom or the *Initial Competency Exam*. If the new teammate receives a score of less than 80% on the *Initial Competency Exam*, this teammate will be required to attend Basic Training Class. If the new teammate receives a score of less than 80% on the final comprehensive classroom exam, this teammate will receive theory instruction pertaining to the area of deficiency and a second competency exam will then be given. If the new teammate receives a score of less than 80% on the second exam, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate.

Following completion of the training, a *Verification of Competency* form will be completed (see forms TR1-01-05, TR1-01-06). In addition to the above, further training and/or certification will be incorporated as applicable by state law.

The goal of the program is for the trainee to successfully meet all training requirements. Failure to meet this goal is cause for dismissal from the training program and subsequent termination by the facility.

Process of Program Evaluation

The Hemodialysis Education Program utilizes various evaluation tools to verify program effectiveness and completeness. Key evaluation tools include the DaVita Basic Training Class Evaluation (TR1-01-08A) and Basic Training Nursing Fundamentals (TR1-0108B), the New Teammate Satisfaction Survey and random surveys of facility administrators to determine satisfaction of the training program. To assure continuous improvement within the education program, evaluation data is reviewed for trends, and program content is enhanced when applicable to meet specific needs.

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

Re: Certification of Support Services

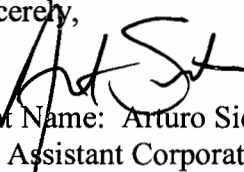
Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.1430(g) that Jerseyville Dialysis will maintain an open medical staff.

I also certify the following with regard to needed support services:

- DaVita utilizes an electronic dialysis data system;
- Jerseyville Dialysis will have available all needed support services required by CMS which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.
Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of _____, 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re Certification of Support Services(Terseyville Dialysis)

Document Date: March 18, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(g), Support Services

Attached at Attachment – 26D is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc. and Total Renal Care Inc. attesting that the proposed facility will participate in a dialysis data system, will make support services available to patients, and will provide training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(k), Assurances

Attached at Attachment – 26E is a letter from Arturo Sida, Assistant Corporate Secretary, DaVita HealthCare Partners Inc. certifying that Jerseyville Dialysis will achieve target utilization by the second year after project completion.

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

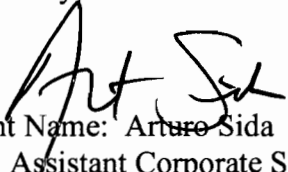
Re: In-Center Hemodialysis Assurances

Dear Chair Olson:

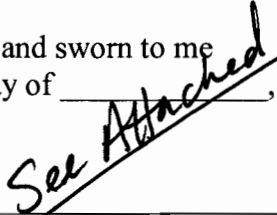
Pursuant to 77 Ill. Admin. Code § 1110.1430(k), I hereby certify the following:

- By the second year after project completion, Jerseyville Dialysis expects to achieve and maintain 80% target utilization; and
- Jerseyville Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:
 - $\geq 85\%$ of hemodialysis patient population achieves urea reduction ratio (URR) $\geq 65\%$ and
 - $\geq 85\%$ of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.
Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of _____, 2016



Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

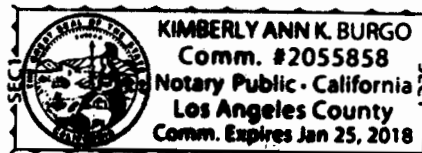
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re In-Center Hemodialysis Assurances (Jerseyville Dialysis)

Document Date: March 18, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents, and a lease with Jerseyville Mall, LLC. A copy of DaVita's 2015 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted. A copy of the facility lease is attached at Attachment – 36.

**ASSIGNMENT, ASSUMPTION, AMENDMENT
AND CONSENT AGREEMENT
(JERSEYVILLE, ILLINOIS)**

THIS ASSIGNMENT, ASSUMPTION, AMENDMENT AND CONSENT AGREEMENT (this "Agreement"), dated as of January 11, 2011, is made by and among (i) Total Renal Care, Inc., a California corporation ("Assignee"), (ii) JCH Dialysis Center, LLC, an Illinois limited liability company ("Assignor"), and (iii) Jerseyville Mall, LLC, a Missouri limited liability company ("Landlord").

Background Statement

Landlord, as successor in interest to Raul J. Walters, is the "Landlord" and Assignor is the "Tenant" under that certain Shopping Center Lease dated August 12, 2002 (the "Lease") for approximately 3,500 square feet of space known as store number 105 (the "Premises") of the Jerseyville Mall (the "Shopping Center") located in the City of Jerseyville, Jersey County, Illinois.

Assignor intends to assign to Assignee all of Assignor's interest in the Lease pursuant to that certain Asset Purchase Agreement dated on or about December 29, 2010, by and between Assignor and Assignee, among others (the "Purchase Agreement"). The effective date of this Agreement shall be the date that the closing of the transactions contemplated by the Purchase Agreement occurs (the "Effective Date").

Landlord has agreed to evidence its consent to the above referenced assignment of Assignor's interest in the Lease (the "Assignment") and confirm certain representations herein by joining and signing this Agreement. Landlord and Assignee also desire to amend the Lease, as described herein.

Statement of Agreement

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, each to the other paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

(a) Assignor transfers, assigns and sets over unto the Assignee all of its right, title and interest in and to the Lease and in and to any security deposits and prepaid rent made by Assignor under the Lease, effective as of the Effective Date. Assignor agrees with Assignee to defend, indemnify and hold Assignee harmless from and against any and all claims, demands, actions, losses, costs, damages and expenses suffered by Assignee (including without limitation reasonable attorneys' fees and costs of defense) as a result of any matter under or in respect of the Lease, which relates to the period on or prior to the Effective Date.

(b) Assignee assumes the performance of and agrees to be bound by all the obligations of Assignor as tenant under the Lease arising after the Effective Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for thereunder.

Assignee agrees with Assignor to defend, indemnify and hold Assignor harmless from and against any and all claims, demands, actions, losses, costs, damages and expenses suffered by Assignor (including without limitation reasonable attorneys' fees and costs of defense) as a result of any matter under or in respect of the Lease, to the extent that any such matter occurs during the period subsequent to the Effective Date.

2. CONSENT OF LANDLORD. Landlord hereby consents to the Assignment, recognizes Assignee as the tenant under the Lease, and shall be directly liable to Assignee for the performance of Landlord's covenants under the Lease. Assignor will remain liable for obligations under the Lease until the expiration of the existing term, November 30, 2012.

3. EFFECTIVE DATE. Assignee and Assignor shall give Landlord prompt written notice of the closing under the Purchase Agreement.

4. AMENDMENT OF LEASE. Effective as of the Effective Date, the Lease shall be amended as follows:

4.1 Term. The Lease Term is hereby extended for a period of ten (10) years and the Expiration Date as referenced in the Lease is hereby extended from November 30, 2012 to November 30, 2022 (the "Extension Period").

4.2 Minimum Rent Adjustments. Beginning on the commencement of the Extension Period and continuing on every subsequent Lease Year, the Minimum Rent shall be increased by two percent (2%) over the Minimum Rent for the prior Lease Year.

4.3 Options to Renew. Tenant shall have the right and option to renew the Lease Term for two (2) additional periods of five (5) years (each an "Extension Term") by notifying Landlord in writing not less than one hundred eighty (180) days before the expiration of the then current Lease Term. In the event that Tenant exercises an option granted hereunder, the applicable Extension Term shall be upon the same terms and conditions as are in effect under this Lease immediately preceding the commencement of such Extension Term except that the Annual Minimum Rent due from Tenant for the first year of such Extension Term shall equal 102% of the Annual Minimum Rent payable by Tenant for the immediately preceding year and Annual Minimum Rent shall thereafter escalate by 2% annually.

4.4 Covenant to Operate. Section 16 of the Lease is hereby deleted and of no further force or effect. Tenant shall be permitted to operate twenty-four hours per day, seven days per week, and 365 days per year. The following language appearing Section 39(a) is hereby deleted: "If Tenant abandons or vacates the Leased Premises" and is replaced with the following: "If Tenant abandons or vacates the Leased Premises for longer than thirty (30) days."

4.5 Common Area Charges. The following language is hereby added to the end of Section 19 of the Lease: "Notwithstanding any language of this Lease to the contrary, the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles shall not be included in Common Area Charges."

4.6 Insurance. The following language is hereby added to the end of Section 28 of the Lease: "Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention."

4.7 Assignment and Subletting. The following language appearing in Section 32(a) of the Lease is hereby deleted: "which consent may be given or withheld in landlord's sole discretion" and replaced with the following: "which consent shall not be unreasonably withheld conditioned or delayed."

4.8 Relocation of Premises. The language of Section 58 of the Lease is hereby deleted in its entirety and replaced with the following: "Landlord shall have a one (1)-time right to relocate Tenant (the "Right to Relocate") to a space within the Shopping Center of comparable size and with similar leasehold improvements, services, parking and Building systems as those located at the Premises ("Relocation Space"). Such Relocation Space shall be subject to Tenant's approval, which shall not be unreasonably withheld. Landlord shall reimburse Tenant for all costs that Tenant incurs in moving to the Relocation Space. Such relocation costs shall be reimbursed by Landlord within thirty (30) days after Tenant's delivery of evidence of the costs incurred. Such costs may include, without limitation: legal fees; costs of moving Tenant's equipment, fixtures and personal property; new signage; directory listings; brochures and stationary; informing patients of the move; installing, connecting and rewiring computer, telecommunications and other information technology; obtaining and complying with any required licenses and permitting for the Relocation Space. In the event Landlord exercises the Right to Relocate, the lease for the Relocation Space shall be upon the same terms and conditions as are contained in this Lease. There shall be no increase in Minimum Rent or other charges hereunder on account of a relocation.

Landlord shall give Tenant at least sixty (60) days advanced written notice of the proposed relocation (the "Relocation Notice"), which shall include a detailed description of the Relocation Space and the date of the proposed relocation (the "Relocation Date"), which Relocation Date shall be no sooner than sixty (60) days following Tenant's receipt of the Relocation Notice; provided, however, that the Relocation Date shall automatically be extended for no more than twelve (12) months to allow Tenant to apply for, obtain and comply with all permitting and licensing required to relocate Tenant's operations to the Relocation Space ("Required Permitting"). Tenant shall diligently pursue all Required Permitting. Within sixty (60) days of Tenant's receipt of the Relocation Notice, Tenant shall either (1) approve or disapprove of the proposed Relocation Space by written notice to Landlord or (2) elect to terminate this Lease. If Tenant disapproves of the proposed Relocation Space, Tenant's disapproval notice (the "Disapproval Notice") shall state the grounds for its disapproval. If Tenant elects to terminate this Lease, then Tenant's notice to Landlord shall state the date that this Lease shall terminate, which shall be no later than twelve (12) months following Tenant's receipt of the Relocation Notice. If Tenant approves of the proposed Relocation Space, then within sixty (60) days following Landlord's receipt of Tenant's notice of approval, Landlord and Tenant shall have approved in writing the proposed leasehold improvements to be made to the Relocation Space as well as the space plans therefor ("Relocation Improvements"), which Relocation Improvements shall be constructed by Landlord in accordance with all applicable laws, including all laws governing the use of the Relocation Space as a dialysis facility, be of the

same quality as the existing improvements in the Premises and be sufficient to ensure that the Relocation Space is comparable to the Premises in quality, appearance, attractiveness to and comfort for patients and functionality. Prior to the Relocation Date, Landlord shall have substantially completed the Relocation Improvements and Landlord and Tenant shall perform a joint walkthrough and inspection of the Relocation Space and prepare a punch list of minor or insubstantial details of construction, decoration or mechanical adjustment that remain to be performed. Landlord shall complete such punch list within thirty (30) days. Landlord shall grant Tenant reasonable prior access to the Relocation Space so that Tenant may begin relocating its business. On or before the Relocation Date, Landlord shall deliver the Relocation Space to Tenant with a building permit, certificate of occupancy and any required zoning or local governmental land use approvals in place.

5. REPRESENTATIONS. Landlord and Assignor hereby represent to Assignee and its successors and assigns that:

(a) Attached hereto as Exhibit A is a true, correct and complete copy of the above-referenced Lease including all exhibits and amendments thereto. The Lease has not been further amended or modified, changed, altered, or supplemented. The Lease is the only lease or agreement between Assignor and Landlord.

(b) The Lease is valid and in full force and effect and Landlord is the landlord under the Lease. Assignor has a valid, existing, and continuing leasehold interest in the Premises. Landlord has obtained consent from any and all mortgagees, trustees, beneficiaries or other secured parties whose consent to this Agreement is required.

(c) All rent and any other amounts required to be paid by Assignor under the Lease are current and have been paid in full through January 31, 2011.

(d) There are not any uncured defaults nor are there any conditions which with the passing of time or giving of notice, or both, would constitute a default by Landlord or Assignor under the Lease. No dispute exists between Landlord and Assignor under the Lease.

(e) No casualty or condemnation has occurred with respect to the Premises or the parking areas or other common areas in which Assignor has rights under the Lease. Landlord and Assignor have received no notices of any violations of law with respect to the Premises.

(f) Tenant's pro-rata share for the purposes of calculating additional rent payments of Real Estate Taxes, Insurance Payments and Common Area Charges is 2.9%. Tenant currently pays \$173.58 per month on account of Tenant's pro-rata share of Real Estate Taxes (based on an estimate of Real Estate Taxes for the current year). Tenant currently pays \$53.23 per month on account of Tenant's pro-rata share of Insurance Payments (based on an estimate of Insurance Payments for the current year). Tenant currently pays \$224.53 per month on account of Tenant's pro-rata share of Common Area Charges (based on an estimate of Common Area Charges for the current year). There are no other recurring charges or expenses payable by Tenant to Landlord other than those specifically set forth herein.

(g) The security deposit being held by Landlord under the Lease is \$1,585.50.

6. REFERRAL SOURCE. Landlord represents to Assignee that it is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion.
7. CONDITION OF PREMISES. Assignor hereby represents and warrants to Assignee and its successors and assigns that the Premises, and all systems, elements and components of the Premises, are in good working order and repair and sound operating condition and in compliance with all applicable laws. All use permits, variances, building permits, and other land use approvals required to operate the Premises as a dialysis facility have been obtained and are in full force and effect with no violations thereunder, and the use of the Premises as a dialysis facility is permitted by applicable zoning regulations.
8. BINDING ON SUCCESSORS; MODIFICATION. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns. This Agreement may not be modified, discharged, terminated, or assigned orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
9. CONTROLLING LAW; COUNTERPARTS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. This Agreement may be executed in counterparts and, taken together, such counterparts shall constitute one and the same Agreement, valid and binding on the parties.
10. NOTICES. From and after the Effective Date, notices to the Tenant under the Lease shall be addressed to:

Total Renal Care, Inc.
c/o DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Chief Operating Officer

With copies to: DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: General Counsel

DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Vice President for
Corporate Development

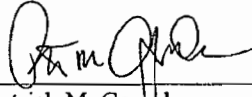
SIGNATURES APPEAR ON FOLLOWING PAGE

By: _____
Name: ANTHONY
Title: Manager
Date: 1-5-91

[Signatures continue on next page.]

ASSIGNOR:

JCH Dialysis Center, LLC,
an Illinois limited liability company
By: Blessing Hospital, Manager

By: 
By: Patrick M. Gerveler
Title: Chief Financial Officer/Authorized Representative
Date: January 11, 2011

[Signatures to continue on next page.]

ASSIGNEE:

Total Renal Care, Inc.
a California corporation

By: DRZ
Name: David Finn
Title: Vice President
Date: 12/29/10

Jerseyville Lease Assignment

EXHIBIT A
COPY OF LEASE AND ALL AMENDMENTS
(attached)



www.blessinghealthsystem.org

COPY

August 1, 2007

Ms. Laura Haycook
c/o Raul J. Walters
1021 Ashland road
Columbia, MO 65201

Dear Ms. Haycook:

Re: Option to Extend Lease

As indicated in our phone conversation last week, the JCH Dialysis Center, LLC wishes to exercise our right to extend our current lease agreement dated August 12, 2002 for an additional five years. This option to renew is noted on Page 8 of the original lease under paragraph #12 Option to Renew.

We agree to the terms as outlined in that renewal paragraph #13 Option Period Minimum Rent Amounts, effective December 1, 2007 through November 30, 2012.

We await further information/rent amounts from you as discussed concerning the option to further renew this lease for an additional five years effective December 1, 2012.

If you have any questions, please contact me at (217) 223-8400, ext. 8903.

Sincerely,

Marcia Sorrell
Administrative Director
Cardiovascular & Renal Services

MS/sem

cc: Shelley Miller, Chief Clinical Officer – Blessing Hospital
Richard E. Kempe, VP Strategic & Business Development – Blessing Corporate Services, Inc.
Jerry R. Jackson, VP Engineering & Facility Development – Blessing Corporate Services, Inc.

Broadway at 11th & 14th Streets • P.O. Box 7005 • Quincy, IL 62305-7005 • (217) 223-1200



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SHOPPING CENTER LEASE

JERSEYVILLE MALL

between

RAUL J. WALTERS, d/b/a Jerseyville Mall,

an Individual,

Landlord,

and

JCH Dialysis Center, LLC an Illinois limited liability company,

Tenant

SHOPPING CENTER LEASE

JERSEYVILLE MALL

between

RAUL J. WALTERS, d/b/a Jerseyville Mall,

an Individual,

Landlord,

and

JCH Dialysis Center, LLC an Illinois limited liability company,

Tenant

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EXHIBITS

Exhibit A: Shopping Center Site Plan
Exhibit B: Legal Description of Shopping Center
Exhibit C: Design Criteria for Tenant's Signage
Exhibit D: Description of Tenant's Work
Exhibit E: Rules and Regulations
Exhibit ~~FE~~: Tenant Estoppel Certificate
~~Exhibit F: Rules and Regulations~~

SHOPPING CENTER LEASE

CENTER NAME Jerseyville Mall

1. Date and Parties. This Lease is made on the 12 day of August, 2002, by and between Raul J. Walters, d/b/a Jerseyville Mall, an Individual ("Landlord"), and JCH Dialysis Center, LLC an Illinois limited liability company ("Tenant").

2. List of Exhibits. The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

<u>Exhibit A:</u>	Shopping Center Site Plan
<u>Exhibit B:</u>	Legal Description of Shopping Center
<u>Exhibit C:</u>	Design Criteria for Tenant's Signage
<u>Exhibit D:</u>	Description of Tenant's Work
<u>Exhibit E:</u>	Tenant Estoppel Certificate
<u>Exhibit F:</u>	Rules and Regulations

3. Leased Premises Defined. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain space ("Leased Premises"), having dimensions of approximately fifty (50') feet of frontage and approximately seventy (70') feet of depth and containing approximately three thousand five hundred (3,500) square feet of floor area. The floor area of the Leased Premises and all other floor area determinations contemplated under the terms of this Lease shall be determined by Landlord's architect, which determination shall be binding on Landlord and Tenant.

The location of said Leased Premises are outlined and cross-hatched on Exhibit "A" attached hereto, and further described as store number 105. The entire tract of land shown on Exhibit "A" and of which the Leased Premises is a part is legally described on Exhibit "B" attached hereto; said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center" and are commonly known as Jerseyville Mall.

4. Lease Term/Minimum Rent Commencement/Rent Defined. The term of this Lease ("Lease Term") shall commence on December 1, 2002 (the "Term Commencement Date.") The obligation of Tenant to pay Minimum Rent shall commence and accrue as of and on the Term Commencement Date. The term of this Lease shall end on the last day of the fifth (5th) consecutive Lease Year (as that term is defined in Paragraph 7 below) following the Term Commencement Date, hereinafter referred to as the "Lease Expiration Date", unless terminated sooner as provided in this Lease or as extended pursuant to Paragraph 12 below. For all purposes under this Lease, "Rent" shall be deemed to mean, on a collective basis, Minimum Rent (defined below), Tenant's pro rata share of Real Estate Taxes (as defined in Paragraph 17 below), Insurance Payments (as defined in Paragraph 18 below) and Common Area Charges (as defined in Paragraph 19 below) and any and all other sums or payments, of any nature whatsoever, due from Tenant to Landlord under the terms of this Lease.

5. Occupancy/Delivery of Possession. Landlord agrees that it shall use reasonable efforts to deliver possession of the Leased Premises to Tenant on or before September 1, 2002 (the "Possession Date"). For all purposes of this Paragraph 5, Landlord shall be deemed to have "delivered possession" when Landlord has advised Tenant that possession of the Leased Premises is available to Tenant pending

Tenant's delivery of the certificate of insurance required pursuant to Paragraph 28 below and the Estoppel Certificate described in this Paragraph 5. In the event that, for any reason or cause whatsoever, Landlord fails to deliver possession of the Leased Premises to Tenant on or before the Possession Date, Landlord shall not be subject to any liability for such failure, and the Possession Date shall be the date on which Landlord actually delivers possession of the Leased Premises to Tenant. It is understood and agreed that, in the event that Landlord delivers possession of the Leased Premises to Tenant prior to the Possession Date specified above in this Paragraph 5, then the Possession Date shall be deemed to be the actual date on which Landlord delivers possession of the Leased Premises to Tenant. It is further understood and agreed that, as of 12:01 a.m. on the Possession Date, and continuing throughout the Lease Term, the Tenant shall comply with, and perform, on a timely basis, all of the obligations and liabilities imposed on Tenant under the terms of this Lease, whether of a monetary or a nonmonetary nature; provided, however, that Tenant shall not be obligated to pay Rent for the period of time commencing on the Possession Date and continuing to, but not inclusive of, the Term Commencement Date. Except as otherwise provided herein, Tenant acknowledges and agrees that Tenant is accepting the Leased Premises on an AS-IS, WHERE-IS, basis without representations or warranties of any nature or kind. Concurrently with delivery of the Leased Premises to Tenant, Tenant shall execute and deliver to Landlord an Estoppel Certificate in the form attached to this Lease as Exhibit E and completed with all relevant dates based upon the terms and provisions of this Lease.

6. Lease Year. The term "Lease Year", as referred to in this Lease, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Term Commencement Date if the Term Commencement Date occurs on the first day of the calendar month; or, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Term Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the commencement date of the first Lease Year.

7. Performance of Tenant's Work. If Tenant is obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit D, then commencing on the Possession Date, Tenant shall expeditiously commence, perform and diligently complete its obligations as described in Exhibit D. Subject to events of force majeure, Tenant shall complete its work not later than one hundred twenty (120) days after the Possession Date. Prior to the Term Commencement Date, Tenant shall furnish detailed evidence, satisfactory to Landlord, as to the cost of Tenant's work; that Tenant's work has been paid for in full; and that any and all liens for such work that have been or may be filed, have been released or satisfied of record. In no event shall Tenant open for business until all of the evidence described in the immediately preceding sentence has been furnished to Landlord.

8. Minimum Rent. Tenant agrees to pay to Landlord as "Minimum Rent", without notice or demand or setoff of any kind, the monthly sum as set forth in Paragraph 9 below, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's Minimum Rent shall be paid upon the execution of this Lease. The Minimum Rent is charged on approximately 2,800 square feet of the Leased Premises. There is no Minimum Rent charge on the balance of the Leased Premises. Rent and other charges to be paid to Landlord hereunder for any period less than one (1) month shall be a prorated on a per diem basis. All Rent and other charges due under this Lease shall be paid to Jerseyville Mall, P.O. Box 801174, Kansas City, Missouri 64180-1174, or at such other place as Landlord may from time to time designate in writing.

9. Minimum Rent Amounts. Minimum Rent shall be payable during the Lease Term hereof as follows:

Effective Period:	PSF Rent:	Monthly Minimum Rent:	Annual Minimum Rent:
Lease Year 1	\$5.00	\$1,166.67	\$14,000.00
Lease Year 2	\$5.13	\$1,197.00	\$14,364.00
Lease Year 3	\$5.25	\$1,225.00	\$14,700.00
Lease Year 4	\$5.38	\$1,255.34	\$15,064.00
Lease Year 5	\$5.52	\$1,288.00	\$15,456.00

10. Percentage Rent. - Intentionally Omitted.

11. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of \$3,049.66 (representing \$1,585.50 as security deposit and \$1,464.16 representing Tenant's first months rental obligation). The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit, or any balance thereof, shall be immediately returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and shall have no further liability with respect thereto.

12. Option to Renew. Tenant shall have and is hereby granted the option to extend the term of this Lease for one (1) additional period of five (5) years upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the monthly Minimum Rent due and payable during the original term of this Lease, the monthly Minimum Rent shall be determined as indicated in Paragraph 13 below. Tenant must notify Landlord, in writing, and by certified mail, return receipt requested, of its election to exercise its option to extend the Lease Term at least one hundred twenty (120) days prior to the expiration of the original Lease Term. The renewal option set forth in this Paragraph 12 cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of Minimum Rent, Common Area Charges, Real Estate Taxes, Insurance Payments and any other charges due under this Lease; and (ii) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

13. Option Period Minimum Rent Amounts. The Minimum Rent for the renewal period shall be as follows;

Effective Period:	PSF Rent:	Monthly Minimum Rent:	Annual Minimum Rent:
Lease Year 1	\$5.66	\$1,320.67	\$15,848.00
Lease Year 2	\$5.81	\$1,355.67	\$16,268.00
Lease Year 3	\$5.96	\$1,390.67	\$16,688.00
Lease Year 4	\$6.11	\$1,425.67	\$17,108.00
Lease Year 5	\$6.27	\$1,463.00	\$17,556.00

14. Use. Tenant shall use the Leased Premises for a Renal Dialysis Center and related purposes and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the building of which the Leased Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. Tenant shall not commit, or allow to be committed, any waste in or upon the Leased Premises. Tenant agrees not to compete with the use and/or operation of any other tenants of the Shopping Center.

15. Compliance with Law. Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant (whether Landlord be a party thereto or not), that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord is liable and responsible for the structural integrity and conformance with applicable law of the building of which the Leased Premises are a part and the Common Area of the Shopping Center and shall, at its own expense, comply with all laws, statutes, ordinances and governmental rules and requirements relating to or affecting the structural condition, use and occupancy of such building and Common Area.

16. Covenant to Operate. Throughout the entire Lease Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Leased Premises, and shall keep the Leased Premises open for business and cause Tenant's business to be conducted therein during those business hours specified in the Rules and Regulations attached to this Lease, it being specifically acknowledged and agreed, however, that Landlord shall have the right, from time to time during the Lease Term and any extensions thereof, to cause Tenant to adjust its hours of operation as Landlord may reasonably deem necessary or appropriate. This provision shall not apply if the Leased Premises should be closed and the business of Tenant temporarily discontinued in said Leased Premises on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant hereby covenants and

agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Leased Premises and the Shopping Center. Tenant further covenants and agrees that, if any of its employees or agents at the Leased Premises strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Leased Premises or the Shopping Center, Tenant shall, upon Landlord's request, immediately close the Leased Premises to the public and remove all employees from the Leased Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's reasonable satisfaction. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's failure to continuously operate the Leased Premises on all business days in accordance with all of the provisions of this Paragraph 16, it is hereby agreed that, in addition to any and all other remedies available to Landlord under the terms of this Lease, Landlord shall be entitled to liquidated damages in an amount equal to one hundred fifty percent (150%) of the sum of the Minimum Rent, and all other Rent due and payable under this Lease, prorated on a daily basis, for each day that Tenant fails to comply with the provisions of this Paragraph 16, which sum shall be payable within ten (10) days following Landlord's delivery to Tenant of an invoice for that sum. In addition to all other remedies available to Landlord under the terms of this Lease, Landlord shall have the right to obtain specific performance by Tenant of its covenant and continuous operation set forth in this Paragraph 16.

17. Real Estate Tax Reimbursement. Tenant shall pay to Landlord, as additional rent, its pro rata share of Real Estate Taxes (as hereinafter defined) for each calendar year of the Lease Term, except that the amount of such Real Estate Taxes for the calendar years during which the Lease Term begins and ends shall be adjusted pro rata between Landlord and Tenant on the basis of the number of days in the Lease Term falling within said calendar years. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of current Real Estate Taxes (currently estimated at \$163.34 per month) shall be paid by Tenant in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term. Said Real Estate Tax payments are to be estimated by Landlord and in the event Landlord is required under any mortgage covering part or all of the Shopping Center to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate. Said estimated payments may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Landlord shall notify Tenant of any proposed adjustment and shall be set forth in reasonable detail the calculation thereof and basis therefore. Tenant's payment of its pro rata share of Real Estate Taxes shall be calculated by multiplying the total of the Real Estate Taxes by a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding both (a) any tenant space that may be assessed separately and relative to which the tenant leasing that space pays its taxes direct to the assessing authority and (b) any other exclusions from floor area (e.g. equipment rooms) which Landlord may, in its sole discretion, specify and which are not rentable areas]. Tenant's prorata share shall be calculated in same manner as set forth in Section 18 regarding insurance reimbursement and Section 19 regarding common area charges. Upon receipt of the actual tax bills, Landlord shall notify Tenant of the actual amount due from Tenant and shall, in so notifying Tenant, provide Tenant with a copy of the tax bills. Any amount actually paid by Tenant which exceeds Tenant's actual pro rata share either shall be credited against the next succeeding monthly payments of Tenant's pro rata share of Real Estate Taxes due pursuant to this Paragraph 17 or, if the overpayment relates to the last Lease Year and the Lease Term has ended, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. For purposes of this Lease, the term, "Real Estate Taxes," shall include all real estate taxes, assessments, special taxes, special assessments and other governmental impositions and charges of every kind and nature whatsoever (except penalties and interest based upon Landlord's failure to pay in a timely manner, income, franchise, capital stock, federal and state estate and inheritance taxes and taxes based upon receipt of rentals, unless

enacted in lieu of Real Estate Taxes), extraordinary as well as ordinary, foreseen and unforeseen, present or future, and each and every installment thereof which shall or may, during the Lease Term, become due and payable or arising in connection with, the use, occupancy, or possession of, or due or payable out of or for, the Shopping Center or any part thereof. The amount of Real Estate Taxes attributable to any calendar year of the Lease Term shall be the amount of Real Estate Taxes payable with respect to such year, it being the express intention of the parties that Real Estate Taxes be passed through to Tenant on an accrual basis. Tenant further agrees that Landlord may include (and shall itemize in writing) all costs and expense, incurred by Landlord, with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including, without limitation, the cost of appraisals, witness fees, and attorney's fees. Tenant's obligation for payment of Real Estate Taxes shall survive the expiration or earlier termination of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, in no event, and under no circumstances, shall Tenant have any right to contest or protest any Real Estate Taxes or other taxes levied and assessed against the Shopping Center or the Leased Premises during the Lease Term or any extension thereof. The foregoing, however, shall not prevent Tenant from contesting or questioning Landlord's calculation of Tenant's prorata share of Real Estate Taxes due hereunder.

18. Insurance Reimbursement. Tenant shall pay to Landlord, as additional rent under this Lease, its pro rata share of "Insurance Payments" (as hereinafter defined), during the Lease Term, promptly without demand, in an amount to be estimated by Landlord and to be adjusted periodically, based upon Landlord's actual Insurance Payments. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of the current Insurance Payments (currently estimated at \$26.25 per month.) shall be payable in advance during the Lease Term, on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term; provided, however, that, in the event that at any time during the Lease Term, Landlord's insurer requires that Landlord prepay any insurance premiums in a "lump-sum" payment then Tenant shall be obligated to pay its pro rata share of the sum specified in that bill within ten (10) days of Landlord's delivery of such billing statement to Tenant. The term "Insurance Payments" shall be deemed to mean the cost of all premiums paid by Landlord for insurance coverage deemed necessary and appropriate by Landlord; in its sole discretion, to keep the Shopping Center fully insured, including, but not limited to, the cost of the premiums for all risk fire insurance (with extended coverage endorsements) placed on a full replacement cost basis with no deduction for depreciation; public liability insurance; property damage insurance; rent loss insurance; but excluding any costs of insuring the common areas, to the extent that such costs have been included in the Common Area Charges (defined below). Upon written request of Tenant, Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Possession Date and annually thereafter. Tenant's Insurance Payment shall be based on a pro rata share calculated by multiplying the total of the Insurance Payments in question by Tenant's Percentage, a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding any exclusions from floor area (e.g. equipment room) which landlord may, in its sole discretion, specify]. Said Insurance Payment may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Landlord shall notify Tenant of any proposed adjustment and shall set forth the calculation thereof and basis therefore. Subsequent to Landlord's receipt of the actual insurance bills, Landlord shall furnish Tenant a statement of Tenant's actual pro rata share of the insurance charges setting forth the calculation thereof. Any amount actually paid by Tenant which exceeds the actual amount due from a Tenant either shall be credited against the next succeeding monthly payments due pursuant to this Paragraph 18 or if the overpayment relates to the last Lease Year and the Lease Term has ended, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement. Tenant's obligation for payment of its pro rata share of Insurance Payments shall survive the expiration or earlier termination of the Lease

Term. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Leased Premises and/or the Shopping Center and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises, which would (a) subject Landlord, any Superior Lessor, any Superior Lessee or any Superior Mortgagee (as those terms are defined in Paragraph 53 below), to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Leased Premises, the Shopping Center or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Leased Premises, the Shopping Center or the property therein, in amounts reasonably satisfactory to Landlord; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance with respect to the Leased Premises, the Shopping Center or the property therein. If, by reason of any failure of Tenant to comply with any provision of this Lease, the premiums on Landlord's insurance on the Leased Premises, the Shopping Center and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of the Tenant.

19. **Common Area Charge.** Throughout the Lease Term, Tenant shall promptly pay to Landlord, without demand and as additional rent under this Lease, its pro rata share of "Common Area Charges" (as hereinafter defined) in an amount to be estimated by Landlord and to be adjusted periodically based upon Landlord's actual cost and expense. An amount equal to 1/12th of Landlord's estimate of Tenant's prorata share of the current Common Area Charges (currently estimated at \$107.92 per month.) shall be payable in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term.

As used in this Lease, the term "Common Area Charges" means the total of all items of cost and expense expended (including, but not limited to, appropriate reserves) in operating, equipping (including, without limitation, seasonal promotions and displays), protecting, policing, lighting, repairing, replacing and maintaining the common areas of the Shopping Center and all facilities located in said common areas including, but not limited to, all costs and expenses for or pertaining to (1) maintenance and repairs, as shall be required in Landlord's or its designee's judgment, to preserve the utility and condition of the common areas and all facilities located in said common areas in substantially the same condition and status as the common areas and all facilities located in said common areas shall be in as of the time of completion of the original construction and installation of the Shopping Center; and (2) administrative charges in an amount equal to twenty percent (20%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges) and such other costs as Landlord may reasonably determine are required for the proper maintenance of the common areas and the facilities located in said common areas. Tenant's pro rata share of the Common Area Charges shall be calculated by multiplying the total of the Common Area Charges by Tenant's Percentage, a fraction, the numerator of which is the total square footage of the Leased Premises and the denominator of which is the total square footage of all buildings comprising the Shopping Center [excluding any exclusions from floor area (e.g. equipment room) which Landlord may, in its sole discretion, specify]. Said estimated payment for Common Area Charges may be increased or decreased, from time to time during any calendar year, based upon Landlord's reasonable determination. Following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual Common Area Charges expended by Landlord during that immediately preceding calendar year. Tenant shall have the right to review Landlord's books with respect to such Common Area Charges and if, based on such review, Tenant believes the statement is incorrect Tenant shall notify Landlord within forty-five (45) days of receipt thereof. If the parties are unable to resolve their differences as to the amount of Common Area Charges, Landlord and Tenant shall agree on an independent certified public accountant who shall review Landlord's books and records as to the amount in dispute. The certified public accountant's decision shall be binding on both parties and Tenant shall promptly pay the Common Area Charges found due as

provided above. Tenant shall bear the entire costs and fees of the Certified Public Accountant. However, if the review by the Certified Public Accountant finds that Landlord's billings differ from the result of the Certified Public Accountant's review by 5% or more, Landlord will bear the entire cost of the Certified Public Accountant. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Paragraph 19 or if the overpayment relates to a calendar year ending after the Lease Term has expired, shall be paid immediately to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord.

20. Landlord Repair Responsibility. Landlord shall repair and maintain common areas of the Shopping Mall, the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, which are the responsibility of Tenant.

21. Tenant Repair Responsibility. Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 20 with respect to Landlord's responsibilities) including, without limitation, the maintenance, replacement and repair of any storefront, signage (as contemplated or required pursuant to Paragraph 33 below), doors, doorways, locks, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and heating, ventilating and air-conditioning systems (collectively "HVAC Systems"). Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall deliver a copy of said contract to Landlord prior to the Term Commencement Date. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete any or all of the repairs, replacements or maintenance required under this Lease promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof, together with a twenty percent (20%) administrative expense, to Landlord, upon demand, as additional rent under this Lease.

22. Tenant Alterations. Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, use of licensed contractor, permits and licenses).

23. Landlord Alterations & Additions. Landlord hereby reserves the right, at any time and from time to time, to make changes, alterations or additions to, or subdivisions of, the Shopping Center, its parking lot and other common areas, including, but not limited to, construction of additional buildings and improvements, or to change the dimensions of the Shopping Center. Landlord also reserves the right, from time to time, to construct other buildings, structures, kiosks or improvements, including, but not limited to, surface, elevated or double-deck parking facilities, in the Shopping Center and temporary scaffolds and other aids to construction. Prior to the Lease Commencement Date, Landlord shall build and install, at its cost and expense, a handicap access ramp at the front door of the Leased Premises.

24. Parking and Common Areas. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall, at its sole discretion, deem appropriate, and may, from time to time, change the size of, and move and remove such installations. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion, determine. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant acknowledges that Landlord may grant to the anchor tenant in the Shopping Center the right to use reasonable portions of the common area for outside sale of merchandise and/or storage of carts.

25. Utilities. Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. All such utilities shall be separately metered by Landlord, at Landlord's cost and expense prior to the Lease Commencement Date. Tenant shall pay all electric charges for its exterior signs.

26. Liens. Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

27. Hold Harmless - Indemnity.

(a) Tenant's Indemnity. Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord and Landlord's partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of, (i) Tenant's use of the Leased Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Leased Premises; (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (iii) any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (i), (ii) or (iii) above, then Tenant, upon notice from an indemnified party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises and the Shopping Center, from any cause other than Landlord's negligence or misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Leased Premises or the Shopping Center.

(b) Landlord's Indemnity. Lessor shall indemnify Lessee and shall defend and hold Lessee harmless from and against all claims, liabilities and costs (including but not limited to, attorney fees and costs) for (i) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease or (ii) injuries to persons and damages to, or theft, misappropriation or loss of, property arising from or occurring in or about the Leased Premises or the Building caused, in whole or in part, by the act, omission, or neglect of Landlord, its contractors, agents or employees.

28. Insurance to be Maintained by Tenant. Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) "All-Risk" Property Coverage. "All Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood, but only in the event that Landlord specifically requires such coverage) property insurance on a replacement cost basis, covering all of the Tenant's personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property.

(b) Liability Coverage. Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Leased Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate, per location.

(c) Workers' Compensation Coverage. Workers' compensation and employer's liability insurance in the state in which the Leased Premises and any other operations of the Tenant are located and any other state in which the Tenant or its contractors or subcontractors may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others. The

total limits of the employer's liability coverage shall be not less than the amounts specified in Subsection (c) above.

(d) Other Coverage. Such other policy or policies as are deemed reasonably necessary by Landlord. All insurance policies required under this Paragraph 28 shall: (i) be issued by companies licensed to do business in the State of Missouri and acceptable to Landlord and rated by Best's Insurance Reports not less than A/X; (ii) not be subject to cancellation or material change or non-renewal without at least thirty (30) days' prior written notice to Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; and (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord. Certified copies of all insurance policies required pursuant to this Paragraph 28 (or certificates thereof, in form and substance acceptable to Landlord), shall be delivered to Landlord prior to the Possession Date. If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Paragraph 28, then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease. Such a failure shall constitute a default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf. Compliance in whole or in part by the Tenant with any requirement of this Paragraph 28 shall not be deemed to limit, in any way or to any extent, the liabilities or obligations of the Tenant to the Landlord under the specific terms of this Lease.

29. Subrogation. As long as their respective insurers so permit and to the extent of the terms and provisions of any waiver of Subrogation clause or endorsements consenting to the same, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

30. Casualty/Restoration. In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than fifty percent (50%) of the full replacement cost of the Leased Premises (as conclusively determined by Landlord's architect and specifically exclusive of the replacement cost of all of the improvements performed by Tenant pursuant to Exhibit D) and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, provided that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and any work performed by Tenant pursuant to Exhibit D. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of fifty percent (50%) or more of the full replacement cost of the Leased Premises (as determined in the manner contemplated above in this Paragraph 30), or (c) the building which the Leased Premises are a part is damaged to the extent of fifty percent (50%) or more of the full replacement cost of said building (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than fifty percent (50%) of the aggregate full replacement cost (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or

(ii) terminate this Lease. Landlord shall make such election by giving notice of such election in writing to Tenant within one hundred eighty (180) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, (a) Landlord shall promptly commence and diligently restore or rebuild the building, Shopping Center or Leased Premises as the case may be to their condition prior to such destruction or damage all in conformity with the then current laws and ordinances applicable to the building and the Leased Premises and fit for use and occupancy by Tenant for the purposes intended and (b) Tenant shall promptly commence and diligently complete at Tenant's expense, the repair and restoration of all work set forth in Exhibit D; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Notwithstanding anything to the contrary contained in this section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Paragraph 30 occurs during the last twelve (12) months of the Lease Term or any extension thereof. If the Leased Premises are rendered totally untenantable, Tenant shall not be obligated to pay any Rent thereafter if Landlord elects not to repair or, if Landlord elects to repair, for a period from the date the Leased Premises are rendered untenantable until the Leased Premises are again fit and ready for Tenant's use and occupancy. Rent shall abate on a per diem basis. If the Leased Premises are rendered partially untenantable, Rent shall be equitably abated for a period from the date the Leased Premises are rendered untenantable until the Leased Premises are fit and ready for Tenant's use and occupancy. In the event that Landlord elects to repair but fails to complete rebuilding or repairs with one hundred eighty (180) days from the date of the damage, Tenant may, at its option, terminate this lease upon written notice to Landlord, at which time all rights and obligations under this Lease shall cease.

31. Eminent Domain. If more than ten percent (10%) of the floor area of the Leased Premises (as conclusively determined by Landlord's architect) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease by giving the other party no less than thirty (30) days written notice thereof at any time after the date of such taking but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. If either less than, or more than, ten percent (10%) of the floor area of the Leased Premises (as conclusively determined by Landlord's architect) are taken, and neither party elects to terminate as herein provided, the Rent thereafter to be paid shall be reduced in proportion to the floor area of the Leased Premises so taken and shall become effective on the date possession is delivered pursuant to said taking. If more than ten percent (10%) of the total floor area of the Shopping Center (as conclusively determined by Landlord's architect) may be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such election at any time after the date of such taking, but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. In the event of any taking or appropriation whatsoever, Landlord and Tenant shall each be entitled to receive such separate awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to those awards.

32. Assignment, Subletting and Ownership.

(a) Prohibition Against Transfer. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, written or oral, express or implied, with respect thereto, without first procuring the written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. As a condition to Landlord's consent to any transfer, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord,

including, without limitation, attorneys' fees, in reviewing any proposed Transfer and preparing any necessary documentation in connection therewith. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement (hereinafter collectively referred to as a "Transfer"), whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. Tenant acknowledges that, notwithstanding any Transfer, Tenant shall not be released or discharged from any liability whatsoever under this Lease and will remain liable with the same force and effect as if no Transfer had been made.

(b) Waiver. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Rent due under this Lease from any party other than Tenant shall not be deemed to be a consent to any such Transfer nor relieve Tenant of its obligation to pay rental or other charges for the full Term of this Lease. Tenant shall have no claim and hereby waives the right to any claim against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent, and in such event Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement of consent.

33. Signs. Tenant shall, at its sole cost and expense, erect one sign on the front of the Leased Premises, and, if Landlord requires, one (1) under-canopy pedestrian sign. Additionally, Tenant will, within ten (10) days of the signing of this Lease, place a professionally-made 3' x 4' sign in the window announcing its business as "COMING SOON." Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion, and all such signage shall comply with the requirements set forth in Exhibit C attached hereto. If Landlord requires Tenant to install an under-canopy pedestrian sign, then said sign shall be (i) manufactured in accordance with plans and specifications approved by Landlord and (ii) installed by Landlord's contractor, at Tenant's expense, no later than the date on which Tenant opens for business in the Shopping Center. Tenant may not, under any circumstances, affix upon the glass panes of windows within the Leased Premises any signs, advertising placards, names, insignia, trademarks and descriptive material. At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

34. Access to Leased Premises. Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees will be permitted to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Leased Premises to prospective purchasers, lenders and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term or any extension thereof. Tenant agrees that any such entry shall not constitute eviction of Tenant in whole or in part and Rent shall not abate to any extent.

35. Fixtures/Surrender of Leased Premises. Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal; and peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment permanently affixed to the Leased Premises (except such as Landlord has requested

Tenant to remove), which shall thereupon become the property of Landlord, in clean and good order, repair and condition, reasonable wear and tear the repair and maintenance obligations of Landlord and damage by fire or other casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Any cost incurred by Landlord for removal and/or repair of such alterations, fixtures, furnishings, floor coverings and equipment will be charged to Tenant and said obligation shall survive the expiration of the Lease Term.

36. Holdover. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Minimum Rent last prevailing hereunder, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from either party; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph 36. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law, unless, of course, Landlord makes the election provided for in the preceding sentence.

37. Marketing Fund or Merchant's Association. - Intentionally Omitted

38. Rules and Regulations. The Rules and Regulations attached to this Lease as Exhibit E are hereby made a part hereof, and Tenant agrees to comply with and observe said Rules and Regulations. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if said Rules and Regulations were contained herein as covenants. Landlord reserves the right, from time to time, to amend or supplement said Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Leased Premises and the Shopping Center. Landlord shall not be responsible for any violations of said Rules and Regulations by other tenants in the Shopping Center. Landlord shall advise Tenant, in writing, of additional or supplemental Rules and Regulations adopted or promulgated by Landlord or of any amendments thereto.

39. Tenant Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) If Tenant abandons or vacates the Leased Premises; or
- (b) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant with five (5) days after the date due under this Lease; or
- (c) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and

proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or

(d) If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or

(e) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

(f) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

(g) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or

(h) If Tenant is a partnership or consists of more than one (1) person or entity, and if any general partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs (d) through (g) above; and/or if there is a dissolution of the partnership; or

(i) If Tenant shall falsify any report required to be furnished to Landlord under the terms of this Lease; or

(j) If there shall be a material, adverse change in the financial condition of Tenant, which change, in Landlord's absolute opinion, adversely affects the ability of Tenant to meet its obligations under this Lease; or

(k) If, on two (2) or more occasions during the Lease Term, Tenant defaults under the terms of this Lease in the manner described in either or both of (b) and (c) above in this Paragraph 39 [it being understood that a default under this Subparagraph (k) shall be automatically deemed to constitute a default which is incapable of cure].

40. Landlord's Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

(a) Remedies. In the event of any breach of this Lease by Tenant, Landlord [at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant], may, in addition to all other rights and remedies provided in this Lease, at law or in equity: (i) terminate this Lease and Tenant's right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, Minimum Rent for the balance of the Lease Term, exclusive of any extended term not yet commenced on the date of such termination, any improvement allowance or rental abatement granted by Landlord to Tenant at the Commencement of this Lease, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (ii) terminate Tenant's right of possession of the Leased Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subparagraphs (i) or

(ii) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under Subparagraph (ii), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under Subparagraph (i), if Landlord has obtained a tenant to relet the Leased Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Leased Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), to satisfy the payment, when due, of all Minimum Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Minimum Rent due under this Lease for each such monthly period, or if the Leased Premises have been relet, Tenant shall pay any such deficiency monthly. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to this Subparagraph 40(a), to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof, provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Leased Premises and relet the same under order of court.

(b) Additional Restrictions. With respect to provisions of Illinois law which requires that a landlord take reasonable measures to mitigate the damages recoverable against a defaulting tenant, Tenant agrees that Landlord shall have no obligation to relet the Leased Premises (i) before Landlord leases other vacant space in the Shopping Center, or (ii) to any potential tenant who Landlord could reasonably reject as a Transferee, pursuant to Paragraph 32 above.

(c) Landlord's Default. In the event Landlord breaches any of the terms, covenants or conditions in this Lease, Tenant shall give to Landlord written notice of any such breach and Landlord shall have the right to cure any such breach within thirty (30) days thereafter. In the event such breach constitutes a matter which cannot reasonably be cured within such thirty (30) day period, as long as Landlord commences to cure such breach within such thirty (30) day period and cures such breach within a reasonable amount of time thereafter, said Lease shall remain in full force and effect. If said breach is not cured by Landlord as set out herein, Tenant shall be entitled to all remedies available to it in law and in equity and, without limiting the generality of the foregoing, Tenant shall be entitled to terminate this Lease or cure such breach

and offset any payments made by Tenant in connection therewith against any Minimum Rent and other charges owed by Tenant to Landlord.

(d) Other Remedies – Attorney Fees. In the event either party defaults under this Lease, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs resulting from said default or from pursuing any remedy.

41. Waiver. The waiver by Landlord of any term, covenant or condition herein contained must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

42. Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all Tenants thereof.

43. Marginal Headings. The captions, margin headings, paragraph numbers, and index, if any, appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Lease nor in any way affect this Lease.

44. Time of Essence. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

45. Successors and Assigns. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

46. Recording. Tenant shall not record this Lease without the written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion; however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

47. Quiet Enjoyment. Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

48. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days of

when the amount is due, Tenant shall pay to Landlord interest on a daily basis at the rate of ten percent (10%) per annum until the balance, including all accrued interest, is paid in full, in addition to a late charge equal to five percent (5%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges together with the overdue amount by the Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount, but otherwise shall not prevent Landlord from exercising any of the other rights and remedies granted hereunder.

49. Prior Agreements/Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

50. Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired if Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

51. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

52. Sale of Premises. In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. Landlord shall deliver Tenant's security deposit to the purchaser or shall give purchaser a credit therefore against the purchase price at Closing.

53. Subordination Notice to Superior Lessors and Mortgagees and Attornment.

(a) Subordination of Lease. This Lease, and all rights of Tenant hereunder are, and shall be, subject and subordinate to all ground leases of the Shopping Center now or hereafter existing and to all mortgages, or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), which may now or hereafter affect or encumber the Shopping Center and/or any of such ground leases (whether or not such mortgages shall also cover other lands and/or buildings and/or leases). This subordination shall likewise apply to each and every advance made, or hereafter to be made, under such mortgages; to all renewals, modifications, replacements and extensions of such leases and such mortgages; and to spreaders and consolidations of such mortgages. This Paragraph 53 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such ground lease, or the holder of any such mortgage (or their respective successors-in-interest), may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled

with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Lease" and the lessor of a Superior Lease is hereinafter referred to as a "Superior Lessor"; and any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee." Notwithstanding the foregoing, at Landlord's election, this Lease may be made senior to the lien of any mortgage, if the mortgagee thereunder so requests.

(b) Notice in the Event of Default. If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given, by registered or certified mail, written notice of such act or omission to Landlord and to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant, and (b) until a thirty-day period for remedying such act or omission shall have elapsed following the giving of such notice; provided, however, that said 30-day cure period may be extended in the event that the act, or omission cannot, by its nature, be cured within thirty (30) days and Landlord is diligently proceeding to cure said default.

(c) Successor Landlord. If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to, and recognize, each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment and, in exchange therefore, Successor Landlord shall agree that Tenant may remain in possession of the Leased Premises pursuant to the terms of this Lease as long as Tenant continues to perform its obligations hereunder.

54. Notices. Notices and demands required or permitted to be given hereunder shall be given by personal delivery, registered or certified mail, postage pre-paid return receipt requested, or by reputable overnight courier service (such as Federal Express and UPS) and shall be addressed if to Tenant at Broadway at 11th Street, Quincy, Illinois 62301, and if to Landlord at 2101 West Broadway, Suite 200, Columbia, Missouri 65203, or at such other address that either party may designate by written notice to the other party. Notices and demands shall be deemed to have been given upon delivery, if personally delivered, three (3) business days after deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, or one (1) business day after deposit with a reputable overnight courier service for next business day delivery.

55. Estoppel Certificate. At any time and from time to time, Tenant agrees, within ten(10) business days after receipt by Tenant of written request, to execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee and/or any prospective purchaser, if requested, an Estoppel Certificate in the form attached to this Lease as Exhibit "F" and completed with all relevant data based upon the terms and provisions of this Lease.

56. Commissions. Each party warrants that it has had no dealings with any broker or agent in connection with this Lease. Each party hereby indemnifies, protects, defends and holds the other, its beneficiaries and lenders harmless from and against any and all claims, causes of action, damages, costs, expenses (including, but not limited to, attorneys' fees of counsel selected by such indemnified party) or liabilities for any compensation, commissions, fees, and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

57. No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

58. Relocation of Premises. Landlord may, at any time during the Term, change the location of the Leased Premises to another area of the Shopping Center (the "New Premises"), provided that the New Premises are similar in area to the Leased Premises and suitable, in the reasonable opinion of Landlord, for the conduct of Tenant's business. If Landlord exercises the relocation right granted under this Paragraph 58 at any time after the Possession Date, Landlord shall reimburse Tenant for those reasonable and documented moving expenses of Tenant which are directly incident to such substitution, and Landlord shall also pay the cost incurred in order to improve the New Premises so that the New Premises are substantially similar to the Leased Premises. Landlord shall give Tenant no less than sixty (60) days' prior written notice of Landlord's exercise of its relocation right under this Paragraph 58. Tenant shall cooperate with Landlord, in all reasonable respects, so as to facilitate Tenant's relocation to the New Premises. If Tenant fails to so cooperate with Landlord, Landlord shall be absolutely relieved of any and all responsibilities or any and all damages or injury to Tenant, its agents or employees, or to the property or business of Tenant during such move.

59. Tenant's Environmental Indemnity.

(a) Definitions. For purposes of this Paragraph 59, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) Prohibition. Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Shopping Center, or any portion of the Shopping Center, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Subparagraph 60(b) shall constitute a default under this Lease.

(c) Remedial Action. If, due to Tenant's action or operations on the Leased Premises, the presence, release, placement on or in the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, or the generation, transportation, storage, treatment, or disposal, by Tenant, at Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the FEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Indemnification. Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or

incurred by any or all of the indemnified parties and arising from or as a result of any breach or default of Tenant in the performance of any of its obligations under this Paragraph 59.

(e) **Landlord's Responsibilities.** Landlord shall not place any hazardous substances in the Leased Premises or Shopping Center after Tenant's occupancy hereunder. Landlord shall be responsible for any hazardous substances or adverse environmental conditions existing in, on or under the Leased Premises or Shopping Center prior to the date hereof and for any such hazardous substances released, placed, generated, stored or disposed of thereon by Landlord.

60. **Waiver of Trial by Jury.** To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

61. **Contingency.** This Lease is contingent upon Tenant obtaining a Certificate of Need for a dialysis clinic from the Illinois Health Facilities Planning Board within ninety (90) days of the full execution of this Lease. Tenant will use its best effort to obtain said Certificate. Should Tenant be unable to obtain a Certificate within said ninety (90) day period, Tenant, upon written notice to Landlord of its failure to obtain a Certificate along with documentation attached from the Illinois Health Facilities Planning Board proving its failure to obtain the Certificate, may terminate this Lease and render it null and void. Thereupon, the security deposit and all Rents previously paid by Tenant shall be refunded by Landlord to Tenant.

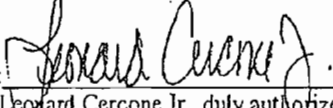
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

RAUL J. WALTERS, d/b/a Jerseyville Mall, an Individual

By:


Leonard Cercone Jr., duly authorized

TENANT:

JCH Dialysis Center, LLC an Illinois limited liability company

By: Blessing Hospital, Its Manager

By: Marcia Yonice R MSA

Its: Director Blessing Dialysis Services

JERSEY-VILLE MALL
JERSEYVILLE, ILLINOIS

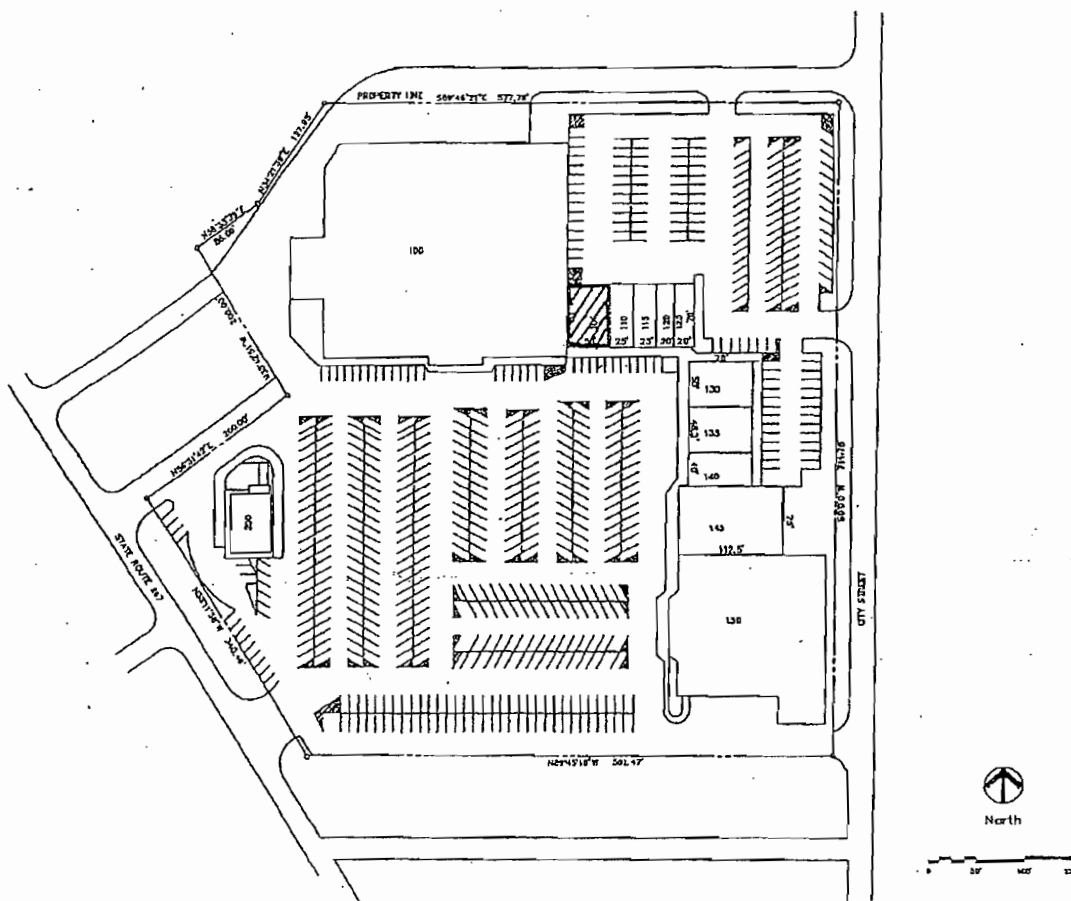


EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

Tract I:

Part of the Northeast ¼ of Section 28, Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, being described as follows:

Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast ¼, a distance of 1030.54 feet to a chiseled X found in the pavement; thence leaving said South line North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning of Tract I; thence South 89 degrees 48 minutes 12 seconds West, a distance of 416.89 feet to an iron pin found; thence North 00 degrees 11 minutes 48 seconds West, a distance of 65.00 feet to an iron pin found; thence South 89 degrees 48 minutes 12 seconds West, a distance of 133.33 feet to an iron pin found; thence South 00 degrees 11 minutes 48 seconds East, a distance of 65.00 feet to an iron pin found; thence South 89 degrees 48 minutes 12 seconds West, a distance of 42.06 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line, a distance of 340.00 feet to a P.K. Nail found; thence leaving said right of way line, North 57 degrees 00 minutes 43 seconds East, a distance of 200.00 feet to a P.K. Nail found; thence North 34 degrees 08 minutes 19 seconds West, a distance of 130.67 feet to an iron pin found; thence North 45 degrees 58 minutes 31 seconds East, a distance of 15.43 feet to a P.K. Nail found; thence North 32 degrees 28 minutes 45 seconds East, a distance of 210.69 feet; thence North 50 degrees 39 minutes 19 seconds East, a distance of 39.60 feet to a P.K. Nail found; thence North 89 degrees 48 minutes 1 second East, a distance of 527.59 feet to an iron pin found; thence South 00 degrees 13 minutes 10 seconds East, a distance of 714.76 feet to the point of beginning of Tract I.

Except the following described parcel: Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County, Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast ¼, a distance of 1030.54 feet to a chiseled X found in the pavement, thence leaving said South line, North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning; thence South 89 degrees 48 minutes 12 seconds West, a distance of 592.28 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line, a distance of 240.17 feet to an iron pin found; thence leaving said right of way North 56 degrees 21 minutes 56 seconds East, a distance of 30.00 feet to the point of beginning of this exception; thence North 00 degrees 04 minutes 56 seconds East, a distance of 96.73 feet to an iron pin found; thence North 56 degrees 21 minutes 56 seconds East, a distance of 5.89 feet; thence South 89 degrees 55 minutes 05 seconds East, a distance of 85.10 feet; thence South 00 degrees 04 minutes 56 seconds West, a distance of 100.00 feet; thence North 89 degrees 55 minutes 04 seconds West, a distance of 90.00 feet to the point of beginning of this exception.

The above described Parcel contains 10.43 Acres more or less.

Tract II:

Commencing at a chiseled X in the pavement at the Southeast corner of the Northeast ¼ of Section 28 Township 8 North, Range 11 West of the Third Principal Meridian, City of Jerseyville, Jersey County,

Illinois, and thence South 89 degrees 47 minutes 42 seconds West, along the South line of said Northeast $\frac{1}{4}$ a distance of 1030.54 feet to a chiseled X found in the pavement; thence leaving said South line North 00 degrees 13 minutes 10 seconds West, a distance of 373.00 feet to an iron pin found for the point of beginning; thence South 89 degrees 48 minutes 12 seconds West, a distance of 592.28 feet to an iron pin found on the Easterly right of way line of Illinois Route 267; thence North 33 degrees 21 minutes 24 seconds West, along said right of way line a distance of 340.00 feet to a P.K. Nail found; thence leaving said right of way line, North 57 degrees 00 minutes 43 seconds East, a distance of 200.00 feet to a P.K. Nail found; thence North 34 degrees 08 minutes 19 seconds West, a distance of 160.58 feet to the point of Beginning of Tract II, thence continuing North 34 degrees 08 minutes 19 seconds West, a distance of 39.42 feet to an iron pin found; thence North 55 degrees 35 minutes 24 seconds East, a distance of 96.55 feet to a chiseled X in concrete; thence South 33 degrees 25 minutes 10 seconds West, a distance of 104.46 feet to the Point of Beginning of Tract II. Containing 0.04 acres more or less.

EXHIBIT C

DESIGN CRITERIA FOR TENANT'S SIGNAGE

The purpose of this criteria is to establish sign standards necessary to insure maximum Tenant identification and exposure while maintaining an overall harmony of the Shopping Center. It outlines the type, size, location, colors, installation and character of all building signs and freestanding monument or pylon signs to be erected in the Shopping Center. Conformance to the criteria will be strictly enforced by the Landlord. The comprehensive sign program is intended to conform to the existing sign criteria outlined in the municipal and building codes of the particular governmental entity having jurisdiction over this Shopping Center. Tenant shall conform to whichever is more strict.

I. DEFINITIONS

A. Types of Tenants in Shopping Center.

1. Major Anchor Tenant: Includes such tenants as a supermarket, drug store, home improvement store or a department store, usually in excess of twenty thousand (20,000) square feet in size and operated by a single tenant under a single trade name.
2. Freestanding "Pad" Tenant: Includes such tenants as occupants of any building not attached to the Shopping Center's main buildings. The "pad" sites, if any, are so designated on the Site Plan.
3. Small Shop Building Tenants: Includes occupants of buildings adjoining major tenant spaces [usually less than twenty thousand (20,000) square feet per space].

B. Types of Signs Permitted.

1. Major Center Identification Sign: The pylon or monument type signs as defined and permitted by the applicable governmental codes.
2. Main Building Sign: The specific sign located on the store facade or canopy (as designated by Landlord) of each tenant's leased premises.
3. Under Canopy Pedestrian Sign: The specific sign located above the pedestrian walkway area identifying each tenant's leased premises.
4. Interior Window Identification Signage: Hand painted, decal or stick on letters and graphics in the upper window panel adjacent to the entrance door to a leased premises, which shall consist of no more than one hundred forty four (144) square inches.
5. Service Door Identification Signage: Identification sign on service door for delivery and emergency purposes only.

C. Sign Criteria for Different Types of Tenants.

1. Major Anchor Tenant: The size, location, installation and color of the Major Anchor Tenant sign shall conform to all applicable governmental codes and shall

be approved by Landlord in writing prior to the installation. Major Anchor Tenants shall be permitted to maintain the following signage.

- a. One (1) Main Building Sign.
- b. One (1) Major Center Identification Sign, which shall, in all events, conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.

2. Freestanding Pad Tenants: Freestanding Pad Tenants shall be permitted to maintain the following building signs provided that the same shall be in full conformance with all applicable governmental codes and subject to Landlord's approval.

- a. Main Building Sign. Sign sizes and design shall be in conformance with all applicable governmental codes and shall be approved by the Landlord.
- b. Freestanding Monument Sign. This sign may be allowed for the "Pad" Tenant. Sign will conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.
- c. All additional signage needs, such as drive-through indications, logos, directional signage and product reader boards, shall be submitted by Tenant to Landlord for review and approval (which approval may be withheld by Landlord in Landlord's sole and absolute discretion) prior to submission to the appropriate governmental agency and prior to installation.

3. Small Shop Building Tenants: Small Shop Building Tenants shall be permitted to have one (1) Main Building Sign (mounted on building facade) and one (1) under-canopy sign (over pedestrian walkway). Corner Tenants (that face two major roadways) may be permitted, if approved by Landlord, to install two (2) facade mounted Main Building Signs. All such signage shall conform to the following requirements:

- a. Main Building Sign. Individual metal channel letters with neon illumination shall be required. Faces of letters and logos will be Plexiglas per color list below. Letters to be mounted on raceways with maximum projection from the building facade not to exceed two (2) feet. Transformers to be mounted within raceway or on the inside of the front tenant wall. Landlord to provide timeclock, conduit and one (1) 20 Amp circuit located in an electrical junction box on the inside of the front wall above the ceiling line of the Tenant Space. Final connection of the Tenant sign will be by the Tenant's sign contractor.
- (1) Sign Size. The Tenant shall be required to install one (1) sign comprising of internally illuminated letters as follows.

- (a) First letter in each word will have a maximum height 36" and a minimum height of 24".
 - (b) All other letters will have a maximum height of 24" and a minimum height of 18".
 - (c) The total overall length of the sign will not exceed 70% of store linear frontage.
- (2) Sign Color. The background color of the sign face and the color of the letters shall be standardized colors as specified below.
- (a) Plexiglass numbers listed below are Rohm & Haas Company reference numbers.
White #7328
 - (b) Trim and returns to be bronze #313.
 - (c) Raceways to match surface color to which the raceway is mounted.
- (3) Sign Illumination. Letters, numbers and/or logos that are 5" or wider will have double neon tubes.
- b. Under Canopy Pedestrian Sign: The size is 20" x 48", double faced, sandblasted redwood. Copy, letter style and colors to be selected by Tenant, subject to Landlord's approval. Redwood sign shall be 3" thick, clear heart stock, with 1/2" raised letters. Shape of sign shall conform to Landlord's shopping center standard under canopy signage. Landlord has the option to determine redwood sign supplier in order to maintain continuity and aesthetic appeal of the overall shopping center experience.
 - c. Interior Window Identification Signage: Lettering of this sign shall not exceed two (2) inches in height. This sign may only indicate store name, hours of operation, emergency telephone numbers, approved credit cards, etc. Font, style and color of such sign shall be subject to Landlord's approval. Except as otherwise specifically provided in the Lease, no other window signage will be allowed without prior written approval of the Landlord.
 - d. Service Door Identification Signage: Signage shall be applied to a 8" x 14" sheet metal panel, affixed with sheet metal screws to the rear service door. The letter size shall be 3" in height.

II. SIGN PROHIBITIONS

A. The following sign types are prohibited:

- 1. Flashing or animated signs.

2. Exposed electrical tubing, wiring or "cross over" on signs.
 3. Projections above or below the designated net sign area.
 4. Roof mounted signs.
 5. Signs emitting any type of noise.
 6. Signs placed on windows except as approved herein.
 7. Banners and flags.
 8. Window bills.
- B. Any sign that does not conform to specific criteria in the permitted sign classification noted above shall be removed at Tenant's sole cost and expense.

III. APPLICATION FOR TENANT SIGN APPROVAL

- A. Tenant shall be required to utilize the services of a sign consultant, approved by Landlord, to design, fabricate, and install Tenant's Main Building Sign and Under Canopy Pedestrian Sign. Within fifteen (15) days after the date of full execution and delivery of this Lease, Tenant shall submit to Landlord four (4) copies of the signage layout and shop drawings prepared by the sign consultant using a legible scale (such as one-quarter inch scale) for Landlord's written approval prior to sign fabrication and application for permit. Drawings shall indicate location, size, layout, design and color of proposed signs, including all lettering and/or graphics. Drawings shall also show a side view of lettering indicating construction methods, neon tubing sizes, color, voltage, lumen intensity and mounting procedures.
- B. All drawings submitted by Tenant and returned by Landlord marked "Disapproved" or "Approved as Noted" must be resubmitted to Landlord as set forth in Subparagraph III.A, above, with the required corrections.
- C. Following receipt of Landlord's written approval, Tenant shall submit drawings to the applicable governmental authority for approval and issuance of the appropriate permit authorizing the installation of the signs. Tenant shall pay for the cost of obtaining the required permits.
- D. Signs built and/or installed without Landlord's and the appropriate governmental agency's approval and permit or contrary to corrections made by Landlord or the governmental agency, shall be altered to conform to these standards at Tenant's expense. If Tenant's sign has not been brought into conformance within fifteen (15) days after written notice from the Landlord, then Landlord shall have the right to correct said sign and bill Tenant for the expense.
- E. Approval or disapproval of Tenant's signage drawing based upon code conformance, aesthetics and design shall remain the sole right of Landlord.

IV. INSTALLATION OF SIGNS

- A. Tenant shall pay for the installation and maintenance of all signs. Landlord will provide primary electrical service stubbed to the interior front wall of the Leased Premises, above the ceiling line, in the approximate location of the front door.
- B. It is the responsibility of the Tenant's sign company to verify all conduit, transformers, and sign service locations prior to fabrication and installation of signs. Tenant is responsible for cost of electrical connection of its sign.
- C. All signs shall carry the UL label and be installed per local building codes, including "P-K" housing, if required, for all illuminated signs.
- D. All signs must be installed prior to Tenant's opening for business, unless prior authorization is given by Landlord.
- E. Tenant's sign contractor shall repair any damage to the Leased Premises or the Shopping Center caused by any action of said sign contractor.
- F. The use of temporary signs by Tenant, prior to the installation of Tenant's permanent signs, shall require the prior written consent of the Landlord, which consent may be withheld by Landlord, in Landlord's sole and absolute discretion.

V. ABANDONMENT OF SIGNS

If any Tenant sign is left on the Leased Premises for more than fifteen (15) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

VI. HOURS OF SIGN ILLUMINATION

Tenant shall be required to illuminate Tenant's Main Building Sign concurrently with the Major Anchor Tenant time periods established for the Shopping Center or as otherwise designated by the Landlord, from time to time.

EXHIBIT D

DESCRIPTION OF TENANT'S WORK

Tenant at Tenant's expense shall perform all work to put the Leased Premises in condition to permit Tenant to conduct its business in the Leased Premises. The cost of any work performed by Landlord's Contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's work shall be performed in strict accordance with the provisions of the attached Lease and Exhibits thereto.

A. Store Design Drawings and Working Drawings, Specifications and Calculations:

1. Criteria - The criteria and outline specifications set forth in this Exhibit represent minimum standards for design, construction, finish and operation of the Leased Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.
2. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations, and local codes, and all other applicable regulations and requirements; codes and standards.

B. Permits and Approvals - Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Leased Premises as required thereby.

C. Approval of Tenant's Plans and Specifications - Tenant shall within thirty (30) days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, for Landlord's approval, four (4) sets of complete plans and specifications (including all engineering, mechanical, plumbing and electrical work if applicable) covering all of Tenant's work concerning the Leased Premises, in such detail as Landlord may require, in full compliance with this Lease and the Exhibits attached to this Lease, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any other work not explicitly shown on said plans and specifications. Landlord's approval of Tenant's plans and specifications or any changes or additions thereto shall not constitute the assumption of any liability, responsibility or obligation on the part of Landlord. Tenant shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes or for their fitness as to their intended use or purpose. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.

D. Standard Project Details - Standard Project Details, as issued from time to time by Landlord's Architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Leased Premises.

- E. Materials - Only new, first class materials shall be used in the performance of Tenant's Work.
- F. Settlement of Disputes - It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect.
- G. Architectural Work and Finishes to be Provided by Tenant:
1. Floors - Tenant shall finish floor elevations at all store entrances to the same elevation as adjacent areas.
 2. Walls, Partitions, Doors and Ceilings - Tenant shall perform all work on walls, partitions and doors:
 - a. All interior partitions shall be metal stud construction, shall not exceed ceiling height, and shall have 5/8 inch gypsum board on all sides with taped and sanded joints. Any combustible materials applied to partitions shall be covered with a fire retardant coating.
 - b. Tenant shall perform all interior painting, decorating, paneling, wallpapering, peg boarding, etc. , on all walls and partitions.
 - c. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one and one half pair of butts, wall or floor stops, kick plates and/or lock sets and push pull plates, and other hardware as required by applicable code.
 3. Structural - In performance of Tenant's Work it is understood that:
 - a. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed without, in each instance, the written approval of the Landlord's Architect. Tenant shall leave Landlord's structure as strong or stronger than the original design and with the finish unimpaired.
 - b. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired and maintained by Landlord's roofing contractor at Tenant's expense. No roof penetrations shall be made without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion.
- H. Heating, Ventilating and Air Conditioning - Tenant shall, if odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities, beauty salons, etc., emanate from the Leased Premises, and where directed by the Landlord, provide separate exhaust systems and "make-up air systems." All exhaust systems shall comply with NFPA standards, applicable codes and Landlord's Design Criteria.

I. Fire Protection:

1. Any damage caused by Tenant, its contractors, agents or employees to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense.
2. Landlord's sprinkler main, if any, will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.
3. Landlord's fire insurance carrier shall from time to time during the term of this Lease have the right to inspect the fire protection system and its component parts installed by Tenant. Said system shall at all times comply with requirements of said carrier, and shall meet the conditions of its approval, and any alterations, improvements, repairs, or maintenance required by any such carrier shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice. If a central station alarm system be installed, or if routine maintenance and inspection service be instituted any time during the term of this Lease, Tenant agrees that Landlord may include the cost therefore in the Common Area Charges set forth in this Lease.

J. Electrical - Where process power is required, Landlord may elect to require that Tenant make direct arrangements with the local power company for this and the miscellaneous power portion of Tenant's total requirements.

Tenant shall:

1. Provide all telephone system panels, outlets, and conduits (if required) for the Leased Premises. All wire in ceiling must be in conduit except for low voltage wiring required for such items as telephones and sound systems and shall otherwise conform to applicable code requirements.
2. Provide all other electrical systems in the Leased Premises that may be required by Tenant such as: security system, sound system, intercom system, etc.
3. Provide all electrical work and lighting other than that included in Landlord's Work.

K. Plumbing - Provide all plumbing work other than that included in Landlord's Work.

L. Protection - At all times during the construction of Tenant's Work, it shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of the Leased Premises in such a manner as to prevent any damage to Tenant's Work, or to adjacent property and improvements by reason of the performance of Tenant's Work. Tenant's contractor and subcontractors shall properly secure the Leased Premises, including the furnishing of temporary guard rails and barricades.

M. Coordination of Tenant's Work - Tenant shall coordinate its work with all work being performed or to be performed by Landlord, its architects, engineers or contractors, and other tenants of the Shopping Center to such extent that Tenant's Work shall not interfere

with or delay the completion of any such work in the project, or interfere with the conducting of business by other tenants. Tenant's contractors, or subcontractors shall not at any time damage, injure, interfere with or delay the completion of the building or any other construction within the Shopping Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's Work with the work to be performed in connection with the Shopping Center. Tenant shall be responsible for all costs incurred in coordinating his plans with Landlord's Architect and Engineers.

N. Notwithstanding anything to the contrary contained in the Lease to which this Exhibit D is attached, or in this Exhibit D, Tenant shall, and hereby does, protect, indemnify, defend, and hold harmless Landlord, Landlord's beneficiary, and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractor, subcontractors, agents, and employees occurring in the course of, or as a part of, or in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Exhibit D.

O. General Provisions:

1. If, as a result of the design and layout of the Leased Premises by Tenant, any changes, additions and/or increases in capacity have to be made in the Landlord's Work, such as, but not limited to, sprinkler work, additional roof openings, changes or increases in capacity in the plumbing, electrical or mechanical services, lines, conduits or equipment, special foundation preparation, special reinforcements, depression of floor slab or other structural changes required to accommodate Tenant's equipment, such changes, additions and/or increases in capacity if approved by Landlord, shall be performed by Landlord's Contractor at Tenant's expense. Landlord shall advise Tenant as to the cost of such additional work. In the event Tenant fails to approve the cost for such additional work within five (5) days after notice from Landlord stating such cost, or fails to pay such cost prior to Landlord's commencement of such additional work, then Landlord shall have no obligation to perform the same and may proceed to complete Landlord's Work.
2. Landlord shall have the right to require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord to guarantee the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.
3. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing the information as required in this Exhibit and in the Lease to which this Exhibit is attached, shall be the sole responsibility of Tenant and Tenant will pay such costs, if any, promptly upon Landlord's demand.

4. Tenant shall submit to Landlord at least ten (10) days prior to the commencement of Tenant's Work the following:
 - a. The name and address of Tenant's general contractor and subcontractors.
 - b. The actual commencement date of Tenant's Work, the estimated completion date of Tenant's Work, and the estimated store opening date.
 - c. Certificates of insurance as set forth below. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certified copies of the policies have been delivered to Landlord and Landlord has approved same.
5. Tenant shall secure, pay for and maintain or cause its contractors to secure, pay for and maintain prior to commencement of construction and continuing through construction, fixturing and store opening the following insurance coverages:
 - a. Worker's Compensation in statutory amounts and employer's liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease, policy limit, and \$100,000 disease, per employee, and other insurance as required by any Employee Benefit Act or other statute applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.
 - b. Commercial General Liability insurance (including Contractor's Protective Liability) with a combined single limit of not less than \$2,000,000. If applicable, such insurance shall have the explosion, collapse and underground exclusion (known as the XCU exclusion) deleted. There will be contractual liability coverage and any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contract whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by any one directly indirectly employed by any of them.
 - c. Comprehensive Automobile Liability insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a combined single limit of not less than \$2,000,000.
 - d. Builder's Risk completed value form affording "all risks of physical loss of damage" on its work in the Demised Premises.

All such insurance coverage shall name Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees as additional insureds and all such policies shall provide that they shall not be cancelled except upon (10) days prior written notice to Landlord.

6. All contractors engaged by Tenant shall be bondable, licensed contractors, and approved by Landlord, in Landlord's sole discretion. All such contractors shall work in harmony with all contractors engaged by Landlord.
7. Tenant's Work shall be subject to the inspection of Landlord, Landlord's architect and Landlord's general contractor from time to time during the period in which Tenant's Work is being performed.
8. Tenant shall apply and pay for all utility connection fees as required.
9. On the completion of the Tenant's Work, all Tenant's facilities shall be fully operable without defects.
10. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same properly. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Shopping Center. Landlord shall have the right to order Tenant, or Tenant's general contractor, or any subcontractor who willfully violates the above requirements to cease work, and to remove himself, his equipment and his employees from the Shopping Center.
11. No approval by Landlord shall be valid unless in writing and signed by Landlord or Landlord's architect.
12. Tenant shall provide at its expense temporary heat during construction if necessary.
13. Tenant at its expense shall remove trash as Landlord may direct.

P. Architect's Certification of Acceptance - Upon completion of Tenant's construction and fixturing work within the Leased Premises, Landlord's architect shall inspect the Leased Premises, and if same is acceptable, shall issue an "Architect's Certificate of Acceptance" for the Leased Premises. The issuing of such a Certificate shall be contingent upon all of the following:

1. Tenant shall have satisfactorily completed the work to be performed by Tenant as set forth in the attached Lease and Exhibits to the Lease, in accordance with the approved plans and specifications.
2. Tenant shall have furnished Landlord with waivers of liens and contractor's affidavits, in such form as may be required by Landlord or Landlord's lender, from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full. Tenant shall have furnished Landlord with Tenant's sworn statement and long form affidavit which shall include equipment and fixtures, and architect, engineers, and contractor(s) with waivers in full. In addition, Tenant's contractor shall have furnished a long form affidavit with waivers for all subcontractors.

3. Tenant shall have submitted to Landlord a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, or such evidence of payment as is satisfactory to Landlord.
 4. Tenant shall have reimbursed Landlord for the cost of any of Tenant's Work done for Tenant by Landlord and the cost of temporary power and trash removal.
 5. Tenant, at its expense, shall have secured and delivered to Landlord's architect an occupancy permit and all other necessary permits, licenses, and approvals to open for business; and a written statement from Tenant's architect that all of Tenant's Work fully complies with the approved plans and specifications and all applicable statutes, ordinances, rules regulations and codes.
 6. Payment by Tenant to Landlord of Tenant's plan review and inspection fee in the amount of \$300.00.
- Q. Tenant shall not open for business until it has received Landlord's architect's Certificate of Acceptance.
- R. Disclaimer - Landlord or Landlord's architect's approval of Tenant's plans and specifications or to any changes, modifications or additions thereto, and any inspections made by Landlord or Landlord's architect, and the issuance of an Architect's Certificate of Acceptance by Landlord's architect shall not constitute the assumption of any liability, obligation or responsibility on the part of Landlord or Landlord's architect. Tenant and Tenant's architect shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's architect from any loss, cost, claim or damage arising in any manner whatsoever from Tenant's plans and specifications and Tenant's Work.

EXHIBIT E

TENANT'S ESTOPPEL CERTIFICATE

To: Shopping Center Owner
c/o Raul Walters Properties
2101 West Broadway, Suite 200
Columbia, MO 65203

Shopping Center: [Name of Shopping Center] Shopping Center

Lease Dated: _____, 2002

Landlord: Shopping Center Owner

Tenant: Tenant's Name

The undersigned, Tenant under the above-referenced Shopping Center Lease ("Lease"), hereby certifies to the present Landlord and any mortgagee or future mortgagee of the above Shopping Center, that:

1. Said Lease is presently in full force and effect, is valid and binding upon Tenant in every respect, and is unmodified (by either amendments or letter agreements).
2. Tenant has accepted possession of the Leased Premises (as defined in the Lease) in an "AS-IS" "WHERE-IS" condition.
3. To the best of Tenant's knowledge and belief, Landlord has fulfilled all of its obligations under the Lease to date.
4. No rent under said Lease has been paid more than one month in advance of its due date nor have any other charges or monetary obligations of Tenant under the Lease been prepaid.
5. The address for notices to be sent to Tenant is:

Address of Tenant
6. Tenant, as of this date, has no charge, lien or claim of offset under said Lease or otherwise against rents or other charges due or to become due under the Lease.
7. No security deposit is being held by Landlord except as follows: \$____.
8. There are no accrued liabilities or claims of any nature as of this date which Tenant might seek to assert against Landlord.
9. No breach, default or event of default has occurred under the Lease by Tenant or Landlord to the best of the knowledge and belief of Tenant.

10. Tenant has paid all Real Estate Taxes, Insurance Payments and Common Area Charges which are Tenant's responsibility under the Lease if such expenses are due and payable.
11. Tenant has not assigned, transferred or hypothecated the Lease or any of its rights under the lease to any person, firm or corporation.
12. The Possession Date of the Lease is _____, the Term Commencement Date of the Lease is _____. Minimum Rent under the terms of the Lease in the amount of \$_____ per month will commence on the Term Commencement Date. Tenant's Pro Rata Share for purposes of computing Real Estate Taxes, Insurance Payments and Common Area Charges is _____. In each case subject to adjustment as provided for in the Lease, Minimum Rent and all other charges payable by Tenant under the Lease to the extent due and payable have been paid through the date of this Estoppel Certificate.
13. Landlord is not in default under any commitments made to induce Tenant to enter into the Lease. Except for rent abatements (if any) set forth in the Lease, Landlord is not obligated to make any inducement payments to Tenant which have not been made or to provide other inducement consideration which has not been provided.
14. Tenant is not insolvent and is able to pay its debts as they mature.
15. Tenant is not aware of any material defects in the condition of the Leased Premises or in the Shopping Center of which the Leased Premises is a part.
16. Tenant has no option or preferential right to purchase all or any part of the Shopping Center of which the Leased Premises is a part.
17. Tenant has no agreements with Landlord in respect to the Leased Premises or possible expansion of the Leased Premises or termination of the Lease not reflected in said Lease, except those which have been fully paid and/or performed by Landlord prior to the date hereof.
18. Tenant has no right to remove any fixtures in the Leased Premises except movable trade fixtures owned by Tenant and except tenant improvements which Landlord required Tenant to remove pursuant to the terms of the Lease, all other than as described below (if applicable).

This Certificate has been delivered to the addressee for the use and benefit of the addressee and any present or future mortgagee of the above referenced Shopping Center with the understanding they will rely hereon in connection with the ownership or the acquisition of a direct or indirect interest in the Shopping Center of which the Leased Premises is a part. By execution of this Estoppel Certificate, the signatory party certifies that he/she is duly authorized to execute and deliver this Estoppel Certificate.

Date: _____

Tenant Name

EXHIBIT F

RULES AND REGULATIONS

- | | | |
|-------------------------|-----|--|
| Trash | 1. | All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. |
| Deliveries | 2. | All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord. |
| Noise | 3. | No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord. |
| Employee Parking | 4. | Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages. |
| Temperature Maintenance | 5. | If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. |
| Extermination | 6. | Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require. |
| Sidewalks | 7. | The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. |
| Outside Displays | 8. | Tenant shall not use any of the Shopping Center common areas for display and/or sale of merchandise without the express written approval of Landlord. |
| Roof | 9. | Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever. |
| Lighting | 10. | Tenant shall light its signs and its display windows, if any, each and every day of the Term, during those hours designated by Landlord." |

- | | |
|-----------------------------|---|
| Awnings | 11. No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part. |
| Aerials or Antennas | 12. No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord. |
| Going-Out-of-Business Sales | 13. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. |
| Noxious Odors | 14. Tenant shall not make or permit any odor which Landlord deems objectionable to emanate from the Leased Premises. |
| Lodging | 15. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms. |
| Vending Machines | 16. Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of foods, beverages, candy, tobacco products or other commodities or any moving sign or fixture of any kind without prior written consent of Landlord. |
| Hours of Operation | 17. Tenant shall be initially open for business to the public at all times during the following hours: Monday through Saturday, 9:00 a.m. to 9:00 p.m., Sunday 9:00 a.m. to 5:00 p.m., or such other hours as Landlord may, from time to time, designate. |

LETTER OF INTENT

Tenant: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Tenant Address: Broadway at 11th St., Quincy, IL 62301

Location: Jerseyville Mall Shopping Center, Columbia, MO

Size: 700 Square Feet- Triple Nets and Utilities
2,800 Square Feet- Base Rent, Triple Nets and Utilities

Term: 5 years, 3 months

Lease Commencement Date: May 1, 2002

Rent Commencement Date: August 1, 2002

Expiration Date: July 31, 2007

Base Rental Rate: Year 1: \$5.00 per sq ft
Year 2: \$5.13 per sq ft
Year 3: \$5.25 per sq ft
Year 4: \$5.38 per sq ft
Year 5: \$5.52 per sq ft

Option: 1 (5) year term with rent as follows: 2.5% annual increases continued

Triple Nets: Tax: \$.56 per sq. ft.
Insurance: \$.09 per sq. ft.
CAM: \$.37 per sq. ft.
TOTAL: \$ 1.02 per sq. ft. = \$297.50 per month

Use: Renal Dialysis Center

Security Deposit: \$1,585.50

First Month's Rent: \$1,464.16

Utilities: Separately Metered

Landlord Work: Tenant to take space "As Is". Landlord to provide HVAC in good working order. Landlord to create handicap ramp at front doors.

Signage: Per Lease Agreement

Personal Guaranty: Tenant to send annual report. No personal guaranty.

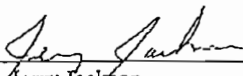
Contingency: Lease is contingent upon Illinois Health Facilities Planning Board Approval of a Certificate of Need for a dialysis clinic within 90 days of lease date.

Disclosure: Landlord has not utilized a broker in the marketing of the premises and shall not be responsible for any commissions due. Tenant agrees to indemnify and hold Landlord harmless from any claims for commissions which may be made resulting from this Lease.

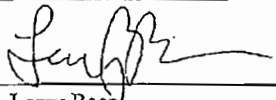
Disclaimer: The transmission of this proposal is for review purposes only and shall not be deemed to be a meeting of the minds with respect to the content hereof. The proposal shall not be valid nor binding upon Landlord or Tenant unless and until Landlord and Tenant shall have executed a lease and both Landlord and Tenant have received an executed copy. This proposal is subject to withdrawal or modification by either Landlord or Tenant at any time prior to full execution and delivery. Tenant and Landlord reserve the right to negotiate with other parties prior to the mutual execution and delivery of a lease.

TENANT: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Acknowledged and Agreed To:

By: 
Jerry Jackson

Date: 4-12-02 Time: 10:00 AM

By: 
Larry Bear

Date: 4-11-02 Time: 7:15 PM

Personal Guaranty: Tenant to send annual report. No personal guaranty.

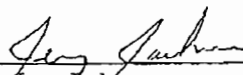
Contingency: Lease is contingent upon Illinois Health Facilities Planning Board Approval of a Certificate of Need for a dialysis clinic within 90 days of lease date.

Disclosure: Landlord has not utilized a broker in the marketing of the premises and shall not be responsible for any commissions due. Tenant agrees to indemnify and hold Landlord harmless from any claims for commissions which may be made resulting from this Lease.

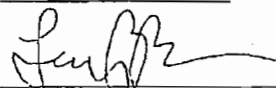
Disclaimer: The transmission of this proposal is for review purposes only and shall not be deemed to be a meeting of the minds with respect to the content hereof. The proposal shall not be valid nor binding upon Landlord or Tenant unless and until Landlord and Tenant shall have executed a lease and both Landlord and Tenant have received an executed copy. This proposal is subject to withdrawal or modification by either Landlord or Tenant at any time prior to full execution and delivery. Tenant and Landlord reserve the right to negotiate with other parties prior to the mutual execution and delivery of a lease.

TENANT: Blessing Hospital, an Illinois Corp. and Jerseyville Community Hospital

Acknowledged and Agreed To:

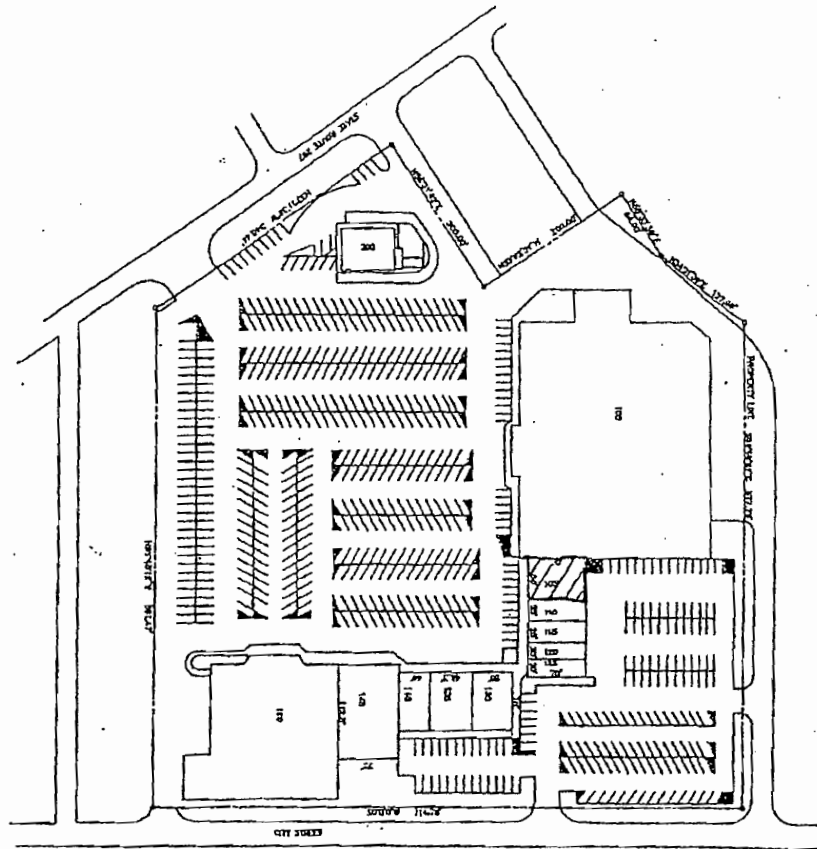
By: 
Jerry Jackson

Date: 4-12-02 Time: 10:00 AM

By: 
Larry Bear

Date: 4-11-02 Time: 7:15 PM

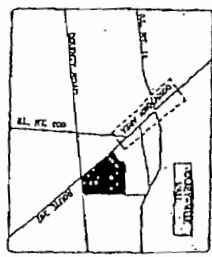
JERSEY-VILLE MALL JERSEYVILLE, ILLINOIS



Blessing Hosp.



LOCATION MAP



PAUL FALTERS PROPERTIES

240 WEST HOLIDAY

COLUMBIA, MISSOURI 65203

Ph: 8/09/82

Section IX, Financial Feasibility

Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2015 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 39A is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners, Inc. attesting that the total estimated project costs will be funded entirely with cash.

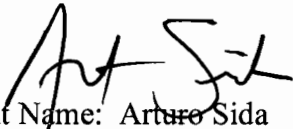
Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.
Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of ____, 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 18, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

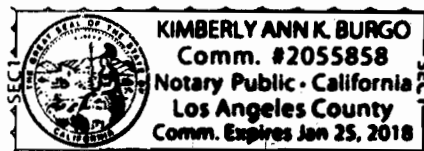
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re Reasonableness of Financing Arrangements (Jerseyville Dialysis)

Document Date: March 18, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc./Total Renal Care, Inc.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(c), Reasonableness of Project and Related Costs

1. The proposed expansion of Jerseyville Dialysis involves no new construction or modernization. Accordingly, this criterion is not applicable.
2. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Consulting and Other Fees	\$12,500	No State Standard	No State Standard
Moveable Equipment	\$20,000	\$50,601.13 per station x 1 station \$50,601.13 x 1 = \$50,601	Below State Standard
Fair Market Value of Leased Space or Equipment	\$140,991	No State Standard	No State Standard

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$1,330,279

Treatments: 7,488

Operating Expense per Treatment: \$177.65

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs:

Depreciation: \$2,860

Amortization: \$ 0

Total Capital Costs: \$2,860

Treatments: 7,488

Capital Costs per Treatment: \$0.38 per treatment

Section XI, Safety Net Impact Statement

The Applicants propose a one station expansion of Jerseyville Dialysis. An expansion of an existing facility constitutes a non-substantive project. Accordingly, this criterion is not applicable.

Section XII, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2013	2014	2015
Net Patient Revenue	\$228,115,132	\$266,319,949	\$311,351,089
Amount of Charity Care (charges)	\$2,175,940	\$2,477,363	\$2,791,566
Cost of Charity Care	\$2,175,940	\$2,477,363	\$2,791,566

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Meher Mallick projecting 6 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

Meher Mallick, M.D.
St. Louis Nephrology Associates, LLC
10004 Kennerly Road, Suite 315-A
Saint Louis, Missouri 63128

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I am pleased to support DaVita HealthCare Partners Inc. ("DaVita") expansion of Jerseyville Dialysis. Jerseyville Dialysis has seen extraordinary growth over the past year. Patient census has increased over 25% from December 2014 to December 2015. In fact, an eighth station was added in December 2015; however, utilization is currently at 87.5%. The proposed one station expansion will lower utilization to a more optimal level.

Presently, there are only two dialysis facilities within 30 minutes of Jerseyville Dialysis, and they are located on the far southeastern border of the Jerseyville service area. The expansion of Jerseyville Dialysis will maintain access to necessary dialysis services to patients living in Jerseyville and the surrounding communities. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

Currently, I am treating 46 patients who are suffering from chronic kidney disease (or CKD). I have identified 11 patients from my practice who are suffering from Stage 4 or 5 CKD who all reside within an approximate 30 minute commute of Jerseyville Dialysis. Conservatively, I predict at least 6 of these 11 patients will progress to dialysis within 12 to 24 months of project completion.

A list of patients who have received care at Jerseyville Dialysis over the past 3 years is provided at Attachment – 1. A list of new patients my practice has referred for in-center hemodialysis for the past 12 months is provided at Attachment – 2. The list of zip codes for the 11 pre-ESRD patients previously referenced is provided at Attachment – 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

DaVita is a leading provider of dialysis services in the United States and I support the expansion of Jerseyville Dialysis.

Sincerely,

MEHER



Mehr Mallick, M.D.

Nephrologist

St. Louis Nephrology Associates, LLC

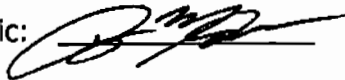
10004 Kennerly Road, Suite 315-A

Saint Louis, Missouri 63128

Subscribed and sworn to me

This 3~~th~~ day of MARCH, 2016

Notary Public:



Attachment 1

Historical Patients

Jerseyville Dialysis					
2013		2014		2015	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
62016	2	62016	1	62016	1
62037	1	62031	1	62031	1
62052	9	62036	1	62036	1
62063	2	62037	1	62037	1
Total	14	62045	1	62052	13
		62052	11	62054	1
		62054	1	62063	3
		62063	3	62685	1
		Total	20	Total	22

Attachment 2

New Patients

Jerseyville Dialysis	
Zip Code	Patients
62052	5
62685	1
Total	6

Attachment – 3

Pre-ESRD Patients

Zip Code	City	Patients
62016	Carrollton	1
62037	Grafton	1
62052	Jerseyville	7
62063	Medora	1
62685	Shipman	1
Total		11

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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3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	89-90
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6	Historic Preservation Act Requirements	94
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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	124-140
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28	Selected Organ Transplantation	-----
29	Kidney Transplantation	-----
30	Subacute Care Hospital Model	-----
31	Children's Community-Based Health Care Center	-----
32	Community-Based Residential Rehabilitation Center	-----
33	Long Term Acute Care Hospital	-----
34	Clinical Service Areas Other than Categories of Service	-----
35	Freestanding Emergency Center Medical Services	-----
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37	Financial Waiver	203
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40	Safety Net Impact Statement	211
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