



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819.1900

June 27, 2018

Anne M. Cooper
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acooper@polsinelli.com

FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

**Re: Application for Exemption Permit
Northgrove Dialysis**

Dear Mr. Constantino:

I am writing on behalf of Nahant Dialysis, LLC and DaVita, Inc. (collectively, the "Applicants") to submit the attached Application for Exemption Permit for the change of ownership of Northgrove Dialysis in Highland. For your review, I have attached the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Exemption Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Charity care data.

Thank you for your time and consideration of Applicants' application for permit. If you have any questions or need any additional information to complete your review of the Applicants' application for exemption permit, please feel free to contact me.

Sincerely

A handwritten signature in blue ink that reads 'Anne M. Cooper'.

Anne M. Cooper

Attachments

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR EXEMPTION PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Northgrove Dialysis			
Street Address: 2491 Industrial Drive			
City and Zip Code: Highland, Illinois 62249			
County: Madison	Health Service Area: 11	Health Planning Area: 11	

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Nahant Dialysis, LLC	
Street Address: 2000 16 th Street	
City and Zip Code: Denver, CO 80202	
Name of Registered Agent: Illinois Corporation Service Company	
Registered Agent Street Address: 801 Adlai Steven	
Registered Agent City and Zip Code: Springfield, IL 62703	
Name of Chief Executive Officer: Kent Thiry	
CEO Street Address: 2000 16 th Street	
CEO City and Zip Code: Denver, CO 80202	
CEO Telephone Number: 303-405-2100	

Type of Ownership of Applicants

☐ 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 they are 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: Kara Friedman
Title: Attorney
Company Name: Polsinelli
Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

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

Name: Jill Glaser – Abernathy, LCSW
Title: Regional Operations Director, Region 4
Company Name: DaVita, Inc.

Address: 101 Lanter Court, Collinsville, IL 62234
Telephone Number: 618-975-0449
E-mail Address: Jill.GlaserAbernathy@davita.com
Fax Number: 800-309-3379

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR EXEMPTION PERMIT

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This Section must be completed for all projects.

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Telephone Number: 618-975-0449
E-mail Address: Jill.GlaserAbernathy@davita.com
Fax Number: 800-309-3379

Post Exemption 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: Kara Friedman
Title: Attorney
Company Name: Polsinelli
Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Kunkel Commercial Group, Inc.
Address of Site Owner: 784 Wall Street, Suite 100-A, O'Fallon, Illinois 62269
Street Address or Legal Description of the Site: 2491 Industrial Drive, Highland, Illinois 62249
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, 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: Nahant Dialysis, LLC			
Address: 2000 16 th Street, Denver, CO 80202			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	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 applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

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

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 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 #2006-5 ([http:// www.illinois.gov/sites/hfsrb](http://www.illinois.gov/sites/hfsrb)).

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:

- ☒ Change of Ownership
- ☐ Discontinuation of an Existing Health Care Facility or of a category of service
- ☐ Establishment or expansion of a neonatal intensive care or beds

2. Narrative Description

In the space below, provide 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.

The applicants seek authority from the Illinois Health Facilities and Services Review Board ("HFSRB") for a Change of Ownership of Northgrove Dialysis which is an approved 12-station dialysis facility located at 2491 Industrial Drive, Highland, Illinois 62249. Post-closing the name of the dialysis facility will remain Northgrove Dialysis.

Project Costs and Sources of Funds (Neonatal Intensive Care Services only)

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 be 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			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS			
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS			
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): July 31, 2019

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

☐ Purchase orders, leases or contracts pertaining to the project have been executed. ☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies

☒ Financial Commitment 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 [Section 1130.620(c)]

Are the following submittals up to date as applicable:

☐ Cancer Registry

☐ APORS

☒ 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.

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 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

James K. Hilger

PRINTED NAME

Chief Accounting Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 19 day of June 2018

Signature of Notary

Seal

Notary Public

State of Washington

NICOLE BRUMMOND

My Appointment Expires Oct 7, 2019

*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 June 21, 2018 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

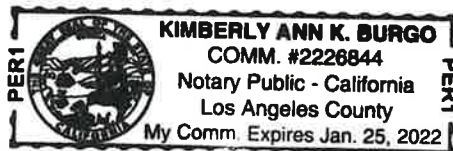
personally appeared *** Arturo Sida ***

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: IL CON Application (DaVita Inc. / Nahant Dialysis, LLC) (Northgrove)

Document Date: June 21, 2018 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 / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Nahant Dialysis, LLC (Northgrove)

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SIGNATURE

Arturo Sida

PRINTED NAME

Secretary, Total Renal Care, Inc., Managing Member, Nahant Dialysis, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

SIGNATURE

James K. Hilger

PRINTED NAME

Interim Chief Financial Officer and Chief Accounting Officer, Total Renal Care, Inc., Managing Member, Nahant Dialysis, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 19 day of June 2018

Signature of Notary

Seal

Notary Public
State of Washington
NICOLE BRUMMOND
My Appointment Expires Oct 7, 2019

*Insert EXACT legal name of the applicant

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State of California

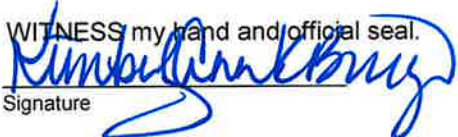
County of Los Angeles

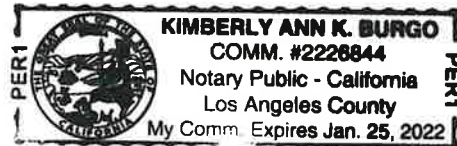
On June 21, 2018 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

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



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(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Nahant Dialysis, LLC (Northgrove)

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.

Background

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 that the information was 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.

Criterion 1110.230 – Purpose of the Project, and Alternatives (Not applicable to Change of Ownership)

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 relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the 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 the age and condition of the project site, as well as 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 V. CHANGE OF OWNERSHIP (CHOW)**1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility**

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(2) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X
1130.520(b)(2) - A statement as to the anticipated benefits of	X

the proposed changes in ownership to the community	
1130.520(b)(2) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(2) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(2) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(2) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	X
1130.520(b)(2)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X

Application for Change of Ownership Among Related Persons

When a change of ownership is among related persons, and there are no other changes being proposed at the health care facility that would otherwise require a permit or exemption under the Act, the applicant shall submit an application consisting of a standard notice in a form set forth by the Board briefly explaining the reasons for the proposed change of ownership. [20 ILCS 3960/8.5(a)]

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

SECTION X. CHARITY CARE INFORMATION (CHOW ONLY)

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

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 41.

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

APPEND DOCUMENTATION AS **ATTACHMENT 21**, 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 Inc. and Nahant Dialysis, LLC (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1. Nahant Dialysis, LLC is the operator of Northgrove Dialysis. Northgrove Dialysis is a trade name of Nahant Dialysis, LLC and is not separately organized. As the person with final control over the operator, DaVita Inc. is named as an applicant for this COE application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware, is attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA 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 EIGHTH DAY OF SEPTEMBER, A.D. 2016.

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 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# 20165704525

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

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

Jeffrey W. Bullock, Secretary of State

Authentication: 202957561

Date: 09-08-16

Attachment - 1

File Number

0686381-7



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

NAHANT DIALYSIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 07, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1817801154 verifiable until 06/27/2019
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of JUNE A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Attachment - 1

Section I, Identification, General Information, and Certification

Site Ownership

There is no change in site ownership. The office lease between Apex Holdings LLC and Total Renal Care, Inc. is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

Apex Holdings LLC

("LANDLORD")

AND

Total Renal Care, Inc.

("TENANT")

FOR SPACE AT

2491 Industrial Drive, Suite 200, Highland, IL 62249

Dated: January 11, 2018

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EXHIBITS

EXHIBIT A- LEGAL DESCRIPTION

EXHIBIT A-1- SITE PLAN (SHOWING PARKING AREA)

EXHIBIT B- PREMISES FLOOR PLAN

EXHIBIT C- FORM OF COMMENCEMENT DATE MEMORANDUM

**EXHIBIT D- FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

EXHIBIT E- FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F- LANDLORD'S WORK

EXHIBIT F-1- WINDOW EXHIBIT

EXHIBIT G- MEMORANDUM OF LEASE

EXHIBIT H – ASBESTOS REPORT

EXHIBIT I – ROFO SPACE

DATA SHEET

Landlord: Apex Holdings LLC
 Address of Landlord: Apex Holdings LLC
 15 Apex Dr.
 Highland, IL 62249

Address for Payment of Rent: Apex Holdings LLC
 15 Apex Dr.
 Highland, IL 62249

Tenant: Total Renal Care, Inc.

Address of Tenant: c/o DaVita Inc.
 Attn: Real Estate Legal
 2000 16th Street
 Denver, CO 80202

Concurrently to:

relegal@davita.com, Subject: Highland, IL (11783)

Premises Address: 2491 Industrial Drive, Suite 200, Highland, IL 62249

Premises Rentable Area: approximately 6,643 rentable square feet

Building Rentable Area: approximately 23,404 rentable square feet

Base Rent for Term:

Period	Base Rent per square foot	Monthly Base Rent	Yearly Base Rent	Square Feet
Commencement Date through end of 1st Lease Year	\$15.00	\$8,303.75	\$99,645.00	6,643
Lease Year 2	\$15.30	\$8,469.83	\$101,637.90	6,643
Lease Year 3	\$15.61	\$8,641.44	\$103,697.23	6,643
Lease Year 4	\$15.92	\$8,813.05	\$105,756.56	6,643
Lease Year 5	\$16.24	\$8,990.19	\$107,882.32	6,643
Lease Year 6	\$16.56	\$9,167.34	\$110,008.08	6,643
Lease Year 7	\$16.89	\$9,350.02	\$112,200.27	6,643
Lease Year 8	\$17.23	\$9,538.24	\$114,458.89	6,643
Lease Year 9	\$17.57	\$9,726.46	\$116,717.51	6,643
Lease Year 10	\$17.92	\$9,920.21	\$119,042.56	6,643
Renewal Period 1				
11 th Lease Year through end of 15 th Lease Year	\$19.71	\$10,911.13	\$130,933.53	6,643
Renewal Period 2				
16 th Lease Year through end of 20 th Lease Year	\$21.68	\$12,001.69	\$144,020.24	6,643

DATA SHEET

Period	Base Rent per square foot	Monthly Base Rent	Yearly Base Rent	Square Feet
Renewal Period 3				
21 st Lease Year through end of 25 th Lease Year	\$23.85	\$13,202.96	\$158,435.55	6,643

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on January 11, 2018 (the "Effective Date"), by and between, Apex Holdings LLC, a Missouri limited liability company ("Landlord"), and Total Renal Care, Inc., a California corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord space located at 2491 Industrial Drive, Suite 200, Highland, IL 62249, as more particularly described on Exhibit A (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Building contains approximately 23,404 rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of approximately 6,643 rentable square feet (the "Premises Rentable Area") as more fully depicted on the floor plan attached as Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby demise, lease and rent unto Tenant and Tenant does hereby rent and lease from Landlord the Premises, under and pursuant to the following terms and conditions:

1. **Demise, Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and all easements and appurtenances related thereto, for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, together with parking for Tenant's employees, patients and invitees in the locations shown on Exhibit A-1 and the nonexclusive right to use all Common Areas (as defined in Section 20.1(a)).

2. **Term and Delivery of Premises.**

2.1 **Term.** The term of this Lease shall be for 10 Lease Years (the "Term") and shall commence upon the earlier of the occurrence of the following two events (the "Commencement Date"): (i) the first day of the 7th full calendar month following the Possession Date, as hereafter defined; or (ii) the date on which Tenant opens for business with the public at the Premises. The expiration date of the Term shall be the last day of the 10th Lease Year (the "Expiration Date"), unless the Term is renewed in which event the Expiration Date shall extend to the end of such exercised renewal period(s). The term "Lease Year" as used in this Lease means a period of time determined as follows: (a) if the Commencement Date is the first (1st) day of a calendar month, the twelve (12) calendar month period commencing on the Commencement Date and ending on the day immediately preceding the first (1st) anniversary of the Commencement Date, and each succeeding such twelve (12) calendar month period during the Term; and (b) if the Commencement Date is a day other than the first (1st) day of a calendar month, the twelve (12) calendar month period commencing on the first (1st) day of the first (1st) calendar month following the Commencement Date and ending on the day immediately preceding the first (1st) anniversary of such date, and each succeeding such twelve (12) calendar month period during the Term; provided, however, that, if the Commencement Date is a day other than the first (1st) day of a calendar month, the first Lease Year shall include the period from the Commencement Date through the last day of the calendar month during which the Commencement Date occurs. Upon determination of the Possession Date and Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum in the form attached as Exhibit C to Tenant for Tenant's approval and execution. In the event the Possession Date does not fall on the first day of the month, Base Rent and Additional Rent shall be prorated for any partial month and Tenant shall pay for such proration on the first day of the month following the Commencement Date.

2.2 Estimated Possession Date; Delay in Delivery.

Landlord shall deliver possession of the Premises to Tenant with all of Landlord's Work (as defined in Section 9) substantially completed upon not less than 60 days prior written notice and on or before that date which is 120 days following the later of (i) the Effective Date or (ii) the date on which the CON Contingency (as defined below) has been satisfied (the "Estimated Possession Date"). "Substantially completed" shall mean all construction is complete except for nominal punch list items. If the date Landlord actually delivers the Premises (the "Possession Date") is later than the Estimated Possession Date, Tenant shall receive a rent credit in an amount equal to two day's Base Rent and Additional Rent (both as defined below, in an amount equal to the applicable rate for periods following any rent abatement) for each day or part thereof that the Possession Date is later than the Estimated Possession Date. Tenant may, but shall not be obligated to, accept possession of the Premises prior to the Estimated Possession Date. Furthermore, in no event shall the time period used for calculating the Commencement Date begin to accrue prior to the Estimated Possession Date. In addition to Tenant's foregoing rights, if the Possession Date has not occurred on or before the Estimated Possession Date (the "Outside Possession Date") Tenant may elect one of the following additional rights: (i) to terminate this Lease by written notice to Landlord; or (ii) proceed to complete Landlord's Work in the event Landlord fails to substantially complete Landlord's Work within five days of Landlord's receipt of a written notice from Tenant specifying Tenant's intent to complete Landlord's Work pursuant to this Section. Any expenses incurred in connection with Tenant's exercise of its self-help options under this Section 2.2 may be collected or offset by Tenant in the same manner as provided in Section 17.2.

Notwithstanding any other provision herein, all obligations of the parties hereto are contingent upon Tenant's receipt of the Certificate of Need for the Premises from the Illinois Department of Health (the "CON") and neither the Term nor the accrual of any obligation to pay Base Rent, Additional Rent or other charges shall commence until Tenant has obtained a final unappealable CON (the "CON Contingency"). In the event that (i) Tenant has not obtained a final unappealable CON on or before the later of (a) April 22, 2018 or (b) the date that is 210 days after the date on which Tenant has filed its application for the CON, or (ii) the CON is revoked anytime thereafter for a reason that is not caused by the actions of Tenant, Tenant may terminate this Lease by providing Landlord with written notice and the parties hereto shall be released from all liability under this Lease.

Notwithstanding any other provision herein, in the event that Tenant does not receive from all applicable governmental authorities having jurisdiction over the Premises all permits and approvals necessary for Tenant to occupy the Premises, to construct and install the Tenant Improvements (as defined below), and to conduct the Permitted Use (as defined below) at the Premises, then Tenant may terminate this Lease by providing Landlord with written notice and the parties hereto shall be released from all liability under this Lease.

3. Rent. Beginning on the Commencement Date, Tenant shall pay as initial annual base rent ("Base Rent") the amount set forth in the Data Sheet, in advance, on the first day of each calendar month during the Term, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Commencement Date or Expiration Date occurs. Unpaid rent (or as much of that rent as may remain unpaid from time to time) shall bear interest at eighteen percent (18%) per annum (or if lower, the highest lawful rate), from the date due until paid. Landlord's right to receive this interest shall not in any way limit any of Landlord's other remedies under this Lease or at law or in equity. Tenant shall also pay a late charge of five percent (5%) of any rent payment (or a portion thereof) received more than ten (10) days after the date due to compensate Landlord for the administrative and collection costs that Tenant agrees Landlord will incur by failure of Tenant to pay the rent in a timely manner. As a condition to payment of Base Rent, Additional Rent, or other charges, Landlord shall provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification, a fully executed Commencement Date Memorandum, and for Additional Rent, Landlord's initial estimate of Operating Expenses. Upon any assignment by Landlord of its rights, title and interest in and to this Lease, Landlord shall cause such successor Landlord to deliver a completed Form W-9 to Tenant.

Actual rentable square footage for the Premises will be determined with all measurements computed in accordance with *Retail Buildings: Standard Method of Measurement* (ANSI/BOMA Z65.5-2010), as promulgated by The Building Owners and Managers Association International. Tenant may elect to have the space measured prior to the Commencement Date or during the first Lease Year. If the rentable square footage is found to be greater or less than the rentable square footage shown in this Lease, Base Rent, Additional Rent and other provisions of this Lease which are based on the Premises Rentable Area shall be adjusted accordingly.

Except as otherwise provided in this Lease, it is the intention of the parties that Landlord shall receive Base Rent, Additional Rent, and all sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided herein).

4. Renewals. Tenant shall have the right and option to renew this Lease for 3 additional periods of five years each, next immediately ensuing after the expiration of the initial Term and any subsequent renewal period by notifying Landlord in writing not more than 24 months and not less than six months before the expiration of the immediately preceding initial Term or subsequent renewal Term of Tenant's intention to exercise its option to renew. Notwithstanding prior delivery of such notice, the notice shall be effective, notwithstanding anything to the contrary in such notice, not earlier than six months before the expiration of the immediately preceding initial Term or subsequent renewal Term. In the event Tenant fails to provide a renewal notice during such period, Landlord shall notify Tenant in writing within 90 days prior to expiration of the then existing Term or renewal period of Tenant's option to extend this Lease. Tenant shall then have an additional 30 day period after receipt of Landlord's notice to exercise its right of renewal. In the event that Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Base Rent shall be paid as set forth in the Data Sheet.

5. Condition of Premises. Landlord warrants to Tenant, for a period of one year after the Commencement Date that the existing systems and equipment, if installed by Landlord, serving or constituting a part of the Premises and the Building roof and foundation will be in good order and condition. Tenant shall give written notice to Landlord within such one year period of any existing condition which Tenant reasonably determines to be defective or other than as represented by Landlord herein and the expense of which shall not be an Operating Expense (as defined in Section 8). Landlord will, upon receipt of such notice from Tenant, promptly repair such defective condition, at Landlord's cost and expense. Landlord represents and warrants that the roof and roof membrane are free of leaks and in good condition as of the Possession Date.

6. Use of Premises. Tenant may occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose(s) (the "Permitted Use"). Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and Tenant shall have exclusive use of and full-time access to the Premises, and may operate, up to 24 hours per day, seven days per week, year-round.

Landlord shall not sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord within a radius of five miles from the Premises to be occupied or used by a business that derives more than ten percent of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Landlord shall not display or permit to be displayed upon any such property within such radius any advertisement for any such business, other than Tenant's advertisement(s) for Tenant's business(es). Landlord further covenants that it will provide notice of such radius restriction to any third parties with whom Landlord conducts business in the restricted radius. In the event the radius restrictions are violated and Landlord has failed to promptly

commence an action or proceeding (or arbitration, if applicable) against the violating owner, tenant or occupant or at any point in such action or proceeding (or arbitration, if applicable) fails to use commercially reasonable and good faith efforts to seek and obtain a temporary restraining order, preliminary injunction, permanent injunction or other court order or judgment enjoining or stopping such violation, then, in addition to all other rights at law and in equity, Tenant may, while such violation is continuing, reduce the Base Rent to an amount equal to 50% of the Base Rent.

Tenant acknowledges that Apex Physical Therapy, LLC d/b/a ApexNetwork Physical Therapy ("APT") shall have the exclusive right to operate a business whose principal permitted use is physical and occupational therapy services in the Building and in any other building that may be constructed on the land on which the Building is located, (the "Exclusive Use").

If Landlord leases space within the Building to any tenant that materially impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of 30 days after written notice to Landlord from Tenant, Tenant shall have the right to either (i) terminate this Lease, without any additional notice or cure period required under Section 17.2, upon 60 days' written notice specifying the effective date of Tenant's termination or (ii) implement such control measures as it deems reasonable to isolate Tenant from such noise, odors, or other nuisance, at Landlord's expense. If the control measures are unsuccessful, Tenant shall again have the right to terminate this Lease. Upon such termination, Landlord shall reimburse Tenant's unamortized leasehold improvement costs and the parties shall be relieved of all further obligations under this Lease, except those that expressly survive such termination.

In the event at any time after the Commencement Date the use of the Premises as a dialysis facility becomes illegal or Tenant is no longer eligible to receive reimbursements from Medicare or Medicaid by reasons or acts not within Tenant's control, notwithstanding any other permitted uses, Tenant may terminate this Lease subject to the following conditions: (i) Tenant provides written documentation from The Centers for Medicare and Medicaid Services (CMS) that use of the Premises as a dialysis facility is illegal and Tenant is no longer eligible to receive Medicare or Medicaid reimbursements for the services Tenant provides, (ii) Tenant provides ninety (90) days advance written notice of Lease termination, (iii) Tenant reimburses Landlord for any unamortized out-of-pocket costs of leasing commissions with respect to this Lease, and (iv) Tenant pays to Landlord a termination penalty equal to two (2) months of the then current Base Rent and Tenant's Proportionate Share of Operating Expenses amounts for each remaining year in the initial ten (10) year Term following the termination, with any partial year being pro-rated.

Following such termination, neither party shall have any further obligations under this Lease after the date of termination, except those that expressly survive such termination.

Landlord hereby acknowledges that in order to provide a continuum of care to Tenant's patients, Tenant may delay the effective date of Tenant's termination of this Lease under any provision of this Lease giving Tenant the right to terminate until such time as Tenant has established an alternative location for the treatment of Tenant's patients and any such delay shall not operate as a waiver of Tenant's termination rights.

7. Assignment/Subletting. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial. Prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within 30 days after service of such notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such 30-day period shall be deemed to be a consent.

Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign, sublet or

otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (iv) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each a "Permitted Transfer").

No assignment, sublease or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease shall release Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing.

8. Operating Expenses and Utilities.

8.1 Tenant shall pay "Tenant's Proportionate Share" (as defined below) of all Taxes (as defined below), Common Area (as defined below) maintenance charges for the Building (the "CAM Charges") and insurance premiums actually paid to a third party insurer for the Building ("Insurance"), in advance, in equal monthly installments at the time of the payment of Base Rent. Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses." As used herein, all Operating Expenses shall be net of all rebates, fees and incentives that are paid by a provider or vendor to Landlord. Tenant's payments shall be based on Landlord's annual estimate of the Taxes, CAM Charges and Insurance for the applicable calendar year in question. Promptly after the actual Operating Expenses for a calendar year are determined by Landlord, but in no event later than 150 days from the end of each calendar year, Landlord shall provide Tenant with a statement of such actual Operating Expenses for such calendar year (the "Annual Reconciliation Statement"). If the actual Operating Expenses for such calendar year are greater than the amount of Tenant's Proportionate Share of Operating Expenses previously paid by Tenant, Tenant, within 30 days of receipt of such Annual Reconciliation Statement, shall pay to Landlord any deficiency. If such statement shows an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installments of Base Rent and Operating Expenses or, if this Lease has expired or been terminated for reasons other than Tenant's breach or default, be paid to Tenant within 30 days after the end of the Term. The reconciliation obligations under this Section 8.1 shall survive the termination or expiration of this Lease.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed during the Term upon the Building or land on which the Building is located; provided, however, that any one-time (as opposed to on-going) special assessment for public improvements having a useful economic life exceeding the remaining Term shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining Term. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Landlord shall pay all Taxes prior to delinquency and take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Should Landlord choose not to contest any Taxes, Tenant shall have the right to contest the Taxes in Landlord's name and with Landlord's reasonable cooperation, at no expense to Landlord. Landlord, at Tenant's sole expense, shall join in any such contestation proceedings if any Law shall so require.

"Tenant's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Building Rentable Area. Tenant's Proportionate Share as of the Commencement Date is estimated to be 28.38%. Tenant's Proportionate Share shall be adjusted in the event the Building Rentable Area increases at any time. Landlord represents that the Building Rentable Area has been, and will be, determined without exclusions or reference to whether such area is actually leased, leasable, occupiable or occupied.

8.2 Notwithstanding anything to the contrary contained herein, in no event shall Tenant's Proportionate Share of Operating Expenses from the Commencement Date through the end of the first full calendar year exceed \$3.50 per square foot of the Premises per annum, nor shall Tenant's Proportionate Share of Operating Expenses (excluding Taxes, Insurance and snow removal costs for the Building) thereafter increase more than 3% annually over Tenant's Proportionate Share of Operating Expenses (excluding Taxes, Insurance and snow removal costs for the Building) for the immediately preceding calendar year.

8.3 Tenant shall pay the net cost of all utilities and other services necessary in the operation of the Premises, including but not limited to, gas, fuel oil, electrical, telephone, water, sewer, internet and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

8.4 Landlord shall make available at the Building or other designated place near the Premises, or by mail or e-mail if requested by Tenant, true and accurate records of items that constitute Operating Expenses, calculated in accordance with GAAP and prudent real estate management practices, consistently applied. Such records shall be open for inspection from time to time by Tenant or its duly authorized representative for a period of three years after receipt of Landlord's Annual Reconciliation Statement for such calendar year. If any audit of Landlord's submitted reports discloses an overcharge, Landlord shall promptly pay to Tenant, within 30 days demand by Tenant, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent, Landlord shall reimburse Tenant its actual costs incurred in connection with Tenant's review or audit.

8.5 Operating Expenses and other charges due from Tenant to Landlord pursuant to this Lease shall be deemed to be "Additional Rent" and, in the event that Base Rent shall be prorated or abated pursuant to the terms of this Lease, then such Additional Rent shall be prorated or abated to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.6 Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include the following:

(a) depreciation of the Building and any equipment, fixtures, improvements and facilities used in connection therewith;

(b) payments of principal, interest, loan fees, penalties, attorney's fees or amortization relating to any debt Landlord may have incurred or will incur in the future relating to the ownership, operation and/or maintenance of the Building or land on which the Building is located;

(c) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other tenants of the Building, except in connection with general maintenance of the Building;

(d) cost of any "tap fees", impact fees or any sewer or water connection fees for the benefit of any tenants in the Building;

(e) fees and expenses (including legal and brokerage fees, advertising, marketing and promotional costs) paid by Landlord in connection with the lease of any space within the Building, including subleasing and assignments;

(f) any validated parking for any entity;

(g) all costs incurred by Landlord in connection with any negotiations or disputes and/or litigation with tenants or occupants within the Building or prospective tenants of the Building;

(h) expenses or costs incurred by Landlord relating to any violation by Landlord or any other tenant of the terms and conditions of any Law or any lease covering any portion of the Building;

(i) the cost of any work or service performed for any tenant in the Building (other than Tenant) to a materially greater extent or in a materially more favorable manner than that furnished generally to tenants (including Tenant) in the Building;

(j) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the cost of renting any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not rented;

(k) the costs and expenses of any item included in Operating Expenses to the extent that Landlord is actually reimbursed for such cost by an insurance company, a condemning authority, another tenant or any other party;

(l) payments of ground rents and related sums pursuant to a ground lease in favor of a ground landlord;

(m) wages, salaries or other compensation paid to any employees at or above the grade of building manager;

(n) Landlord's general overhead and administrative expenses which are not chargeable to Operating Expenses of the Building or the equipment, fixtures and facilities used in connection with the Building, in accordance with generally accepted accounting principles, including salaries and expenses of Landlord's executive officers;

(o) the cost of correcting defects (latent, patent or otherwise) in the construction of the Building or in the Building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof;

(p) the cost of installing, operating and maintaining any specialty service (e.g., observatory, broadcasting facility, luncheon club, retail stores, newsstands or recreational club);

(q) any expenses incurred by Landlord for the use of any portions of the Building to accommodate events, including but not limited to shows, promotions, kiosks, displays, filming, photography, private events or parties, ceremonies and advertising beyond the normal expenses otherwise attributable solely to Building services, such as lighting and heating, ventilation and air conditioning ("HVAC") to such public portions of the Building in normal operations during standard Building hours of operation;

(r) any costs representing an amount paid to an entity related to Landlord which is in excess of the commercially reasonable amount which would have been paid absent such relationship;

(s) any entertainment, dining or travel expenses of Landlord for any purpose;

(t) costs related to maintaining Landlord's existence, either as a corporation, partnership or other entity;

(u) any expenses for repairs or maintenance to the extent covered by warranties or service contracts;

(v) any type of utility service which is separately metered to or separately charged or paid by Tenant or any other tenant in the Building;

(w) the cost of any environmental remediation for which Landlord is responsible under Section 12;

(x) all ad valorem taxes paid or payable by Tenant or other tenants in the Building (i) for personal property and (ii) on the value of the leasehold improvements in the Premises or the Building (in this connection it is agreed that Tenant shall be responsible for the payment of ad valorem taxes on Tenant's own leasehold improvements);

(y) all items and services for which Tenant pays third parties;

(z) the cost of any item which is an expense or cost to Landlord in connection with Landlord's Work or any other work by Landlord to prepare the Premises for occupancy by Tenant including any allowances or credits granted to Tenant in lieu of a payment by Landlord;

(aa) parking area replacement;

(bb) the cost of repairing or restoring any portion of the Building damaged by a hazard or taken in condemnation (provided that the amount of any deductible of \$5,000 or less paid by Landlord shall be included in Operating Expenses);

(cc) any costs or expense which is expressly stated in this Lease to be at Landlord's cost and expense; and

(dd) any item which is included in the Operating Expenses which, but for this provision, would be included twice.

9. Landlord's Work. Landlord shall complete all of Landlord's Work, as described in Exhibit F. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Landlord under this Lease, Landlord shall indemnify, defend and hold harmless Tenant from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Landlord's Work, which indemnity shall survive termination or expiration of this Lease.

10. Tenant Improvements/Signage. Tenant shall construct its tenant improvements to the Premises and may construct and place a covered drop off canopy at the front entry door of the Premises (the "Tenant Improvements"), subject to Landlord's approval of the plans and specifications for the Tenant Improvements as provided below. Tenant shall contract for the installation of Tenant Improvements with a contractor of Tenant's choice. Landlord and Tenant shall mutually approve the plans and specifications of Tenant Improvements prior to the commencement of such work. Landlord shall not charge Tenant any fee or other charges for the supervision and/or overhead associated with the construction of Tenant Improvements. Notwithstanding the foregoing, Tenant Improvements shall not include the work involved with bringing electrical and water utilities to a point in the Premises designated by Tenant and for the separate metering for said utilities (the "Utility Work"). The cost and expense of the Utility Work will be Landlord's sole obligation and will not be deducted from or offset against the Tenant Allowance amount.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Premises, the locations of which will be subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). In the event the generator is located within the Premises, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Premises to the outside of the Building and a transfer switch to service the generator.

To the maximum extent permitted by applicable Laws, Landlord hereby waives any rights which Landlord may have, as to any of Tenant's furniture, fixtures, equipment, personal property, improvement and alterations, in the nature of a landlord's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Tenant shall have the right to erect, affix and display (i) such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Premises (including directional and designated parking signage in parking areas), and (ii) a sign on the exterior of the Building and, if installed by Landlord, co-locate on a monument and pylon sign at locations on the Building and/or related property as shall be agreed to by Landlord or at such locations as other tenants have signs located, in accordance with the rules and regulations of the Building. All such signs shall comply with all applicable zoning Laws. Tenant shall obtain Landlord's prior written approval for signs on the exterior of the Building and, if installed by Landlord, each monument and pylon sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs. Landlord, at Landlord's cost and expense, shall timely provide space for Tenant's designated name(s) on any directory boards located in the Building or complex.

11. Alterations. Tenant shall have the right to make such interior non-structural alterations, additions and improvements to the Premises ("Alterations") that it shall deem desirable for the operation of its business up to an aggregate cost of \$50,000.00 (a) during each twelve month calendar period, or (b) for each alteration, addition or improvement (or series of related alterations, additions or improvements), without Landlord's consent, provided that any such Alterations shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building. All Alterations shall be in conformance to applicable governmental codes. Any other alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental. Tenant shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from, the Premises in violation of any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law, and/or other determinations of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject ("Laws"), whether now in existence or hereafter adopted, relating to Hazardous Substances or otherwise pertaining to the environment ("Environmental Laws"). Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: bleach, cidex, hibiclens, metricide, hydrogen peroxide and formaldehyde. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed from the Premises, at Tenant's cost and expense and disposed of in strict accordance with Environmental Laws.

Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence after the Possession Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (ii) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Possession Date in or from the Premises of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Environmental Law.

Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence on or prior to the Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (ii) any discharge or release on or prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (iii) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or independent contractors to, in, on, under, about or from the Premises, Building or the land on which the Building is located; (iv) Landlord's failure to comply with any Environmental Law; or (v) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (i) through (v) of the previous sentence. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

Landlord represents and warrants to Tenant that (i) to the best of Landlord's knowledge, there are no Hazardous Substances in, on, under or about the Premises or Building or the land on which the Building is located, including without limitation asbestos (see Exhibit H) or mold, and (ii) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located.

Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises, Building or the land on which the Building is located attributable to the period on or prior to the Possession Date or which has been caused by anything other than by the acts or omissions of Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors, Landlord shall, upon written notice from Tenant, promptly remediate the mold. If Landlord shall not commence such remediation within five days following written notice from Tenant, and Tenant determines, in Tenant's sole discretion, that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the cost of the remediation work, and Landlord shall reimburse Tenant for such cost of such remediation work within ten days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the ten day period, then Tenant may, at its option, offset such amount against Base Rent and Additional Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within 60 days of Tenant's written notice of the mold to Landlord and Tenant, in Tenant's reasonable discretion, is unable to utilize the Premises, Tenant may elect, at its sole discretion to (i) terminate this Lease upon 30 days written notice to Landlord or (ii) receive two days of Base Rent and Additional Rent abatement for each day from the date Landlord received the mold notice until the date of substantial completion of the mold remediation.

Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant from, any state, county, municipal or other agency having authority to enforce any Environmental Law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located.

13. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term, whereby the same shall be rendered untenable, then:

13.1 if the damage to the Premises is so substantial that either: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within 180

days from the date of such damage or (ii) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least 75% of the dialysis stations operating prior to the fire or casualty impracticable, then Tenant may elect to terminate this Lease by giving written notice to Landlord within 30 days of the date of such fire or casualty; or

13.2 If (i) the damage to the Premises is so substantial that the estimated repair costs exceed \$100,000.00 and such damage has occurred within the final 180 days of the then current Term and Tenant has not exercised its next available renewal option, if any or (ii) the Building is damaged to the extent of 50% or more of the monetary value thereof and Landlord elects not to rebuild the Building, then Landlord may elect to terminate this Lease by giving written notice to Tenant within 30 days of the date of such fire or casualty.

If not so terminated, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially its former condition immediately prior to such damage or destruction, at Landlord's cost and expense. Notwithstanding the foregoing, in the event regulatory changes occurring on or after the Effective Date, applicable to sprinklers serving the Premises, require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises.

If the Premises are rendered untenable by fire or other casualty, there shall be an abatement of Base Rent and Additional Rent due Landlord by Tenant for the period of time during which the Premises is untenable. If the restoration is not substantially completed within 210 days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord. In the event of any termination of this Lease, Base Rent and Additional Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Landlord shall immediately proceed with all due diligence to repair and restore the Premises to substantially its former condition immediately prior to such damage, at Landlord's cost and expense (excluding restoration of any Tenant Improvements or Alterations which are the responsibility of Tenant hereunder), and Base Rent and Additional Rent shall abate in proportion to that portion of the Premises that is untenable during the period of restoration. Notwithstanding the foregoing, in the event regulatory changes occurring on or after the Effective Date, applicable to sprinklers serving the Premises, require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises.

Notwithstanding the foregoing provisions of this Section 13, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such Alterations or tenant improvements; provided, however, that Base Rent and Additional Rent abatement shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration. In the event that Landlord does not restore the Premises, Tenant shall retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Tenant at its expense.

14. Eminent Domain.

14.1 **Taking.** If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in Tenant's sole judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; (iii) Tenant determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; (v) all or any portion of the Common Areas shall be taken resulting in a material interference with the operations of or access to Tenant's business; or (vi) a temporary taking of all or a material portion of the Premises continues for a period of one year, then in any such event, Tenant may terminate this Lease by written

notice, effective as of the date of such taking, and Base Rent and Additional Rent shall be prorated as of the date of such termination.

14.2 Rent Adjustment. Unless this Lease is terminated as provided in Section 14.1, commencing on the date possession is acquired by a condemning authority, Base Rent and Additional Rent shall be reduced by the then applicable per rentable square foot Base Rent and Additional Rent multiplied by the number of rentable square feet taken, and Landlord shall promptly restore the Premises, Common Areas, and/or replace parking and access to the Premises, at Landlord's cost and expense, to a complete architectural unit (provided, however, in the event regulatory changes occurring on or after the Effective Date require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises), in substantially the same condition that the same were in prior to such taking. During such restoration Base Rent and Additional Rent shall be abated to the extent the Premises are rendered not useable for the Permitted Use.

14.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and other damages recoverable under applicable Laws.

15. Right of Entry by Landlord. Subject to Landlord's obligations under Section 35, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and upon at least 24 hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Any work done by Landlord to Premises shall be performed during hours that Tenant is not open for business (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Landlord at its expense or, at Tenant's election, by Tenant on Landlord's behalf and at Landlord's cost and expense. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its agents, servants, employees, guests, invitees or independent contractors. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations. If Landlord's entry into the Premises interferes with the conduct by Tenant of its business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to use 75% of the Premises for two or more business days, then Base Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues.

16. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises or Building caused or brought about by the act or neglect of Tenant or its agents, servants or employees. Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises, Common Areas, Building or the land on which the Building is located caused or brought about by the act or neglect of Landlord or its agents, servants or employees. The indemnities set forth in this Section 16 shall survive termination or expiration of this Lease.

17. Default and Remedies.

17.1 Tenant Default and Landlord Remedies. In the event that (i) Tenant defaults in the payment of Base Rent or Additional Rent hereunder and such Base Rent or Additional Rent remains due

and unpaid for ten days following written notice of such default from Landlord to Tenant; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within 30 days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such 30 day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have 90 calendar days to stay any involuntary proceeding); or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within 60 days of its appointment, then, in such event, Landlord, at its option, may (1) enter upon the Premises and again have, repossess and enjoy the same as if this Lease had not been made, and all terms, conditions, covenants and obligations of this Lease on the part of Landlord to be performed shall cease and terminate, without prejudice, however, to the right of Landlord to recover from Tenant all Base Rent and Additional Rent accrued and other amounts owed by Tenant to Landlord hereunder as of the date of such entry by Landlord; and (2) relet the Premises for the remainder of the Term for the highest rent reasonably obtainable and to recover from Tenant any deficiency between the amount so obtained and Base Rent and Additional Rent payable by Tenant hereunder; provided, however, that Landlord shall be obligated in such event to exercise in good faith diligent efforts to mitigate its damages by reletting the Premises for the highest rent reasonably obtainable under the circumstances; and (3) pursue all other rights and remedies to which Landlord may be entitled hereunder, at law or in equity (including without limitation the right to recover reasonable attorney's fees). Whether or not this Lease is terminated by Landlord or by any provision of Law, Tenant has no obligation to pay any Base Rent or Additional Rent until the date it would otherwise have become due in the absence of any event of default. Landlord agrees that it shall have no right to accelerate (i.e. declare the same immediately due and payable) any Base Rent or Additional Rent which would have become due in the future; provided, however, that upon termination of this Lease by Landlord, Tenant shall pay Landlord for the then unamortized out-of-pocket costs of leasing commissions and a tenant allowance (if any).

17.2 Landlord Default and Tenant Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or any other existing agreement between Landlord and Tenant, its parent company, subsidiaries or affiliates (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for 30 days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option, (at Tenant's sole discretion), of (i) terminating this Lease, (ii) abating or withholding Base Rent and/or Additional Rent, or (iii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to immediately reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent installments of Base Rent and Additional Rent that from time to time become due and payable by Tenant to Landlord hereunder. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Base Rent and Additional Rent in the manner set forth in the preceding sentences of this Section 17.2.

If Landlord is or becomes a Referral Source (as defined in Section 33 below) and if this Lease is terminated for any reason before the first anniversary of the Commencement Date, then Landlord and Tenant shall not enter into any similar agreement with each other for the Premises before the first anniversary of the Commencement Date.

17.3 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under or in connection with this Lease, the prevailing party shall be entitled to recover from the other party

the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements and court costs) incurred by the prevailing party.

18. Insurance.

18.1 **Landlord's Insurance.** During the Term, Landlord shall procure and maintain in full force and effect with respect to the Building, Common Areas and the land on which the Building is located (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

18.2 **Tenant's Insurance.** Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof commercial general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord or its agents, servants, employees, guests, invitees, or independent contractors bear responsibility. Rather, it is the intent of this Section to provide general liability coverage to Landlord when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to its own insurance for coverage. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

19. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party or its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

20. Repairs and Maintenance.

20.1 **Landlord's Maintenance Responsibilities.**

(a) Landlord shall timely clean, maintain, repair, light, operate and insure those portions of the Building and the land on which the Building is located, including improvements, space, equipment and special services, which are provided for use in common by Landlord, Tenant and any other tenants of the Building, whether or not those areas are in, on or service the Building, and without regard to whether they are open to the general public, Tenant's employees, patients, customers and other invitees, or contain facilities or equipment used or usable in the operation of the Building, for which access is restricted to Landlord's personnel. Such areas shall include, without limitation, common restrooms, lobbies, corridors, plazas, aisles, and utility closets located in the Building, all parking areas, access road, driveways, entrances and exits, retaining walls, exterior facilities, landscaped areas, roads and pathways, common utility lines, storm water system, accommodation areas such as sidewalks, grass plots, ornamental planting, direction signs, and the like (collectively, the "Common Areas"). Maintenance

services shall include snow and ice removal and repair of the parking lot. Landlord shall maintain insurance for the Common Areas pursuant to the requirements set forth in Section 18.1. Landlord shall maintain and keep the Building and Common Areas in good condition and repair and such costs shall be considered CAM Charges in accordance with Section 8, unless such repairs are excluded from the definition of Operating Expenses in Section 8.

(b) Landlord shall, at its sole cost and expense, maintain and keep in good order and repair and promptly make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and utility lines and facilities not exclusively serving the Premises. Notwithstanding the provisions of Section 17.2, if Landlord shall not commence such repairs or make necessary replacements within 15 days following written notice from Tenant that such repairs or replacements are necessary, or within five days following written notice from Tenant of roof leaks or other water damage or leaks, then Tenant may, at its option, cause such Landlord's repairs or replacements to be made and shall furnish Landlord with a statement of the cost of such repairs or replacements upon substantial completion thereof. Landlord shall reimburse Tenant for the cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to ten percent of the cost of such repairs or replacements within ten days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant with the ten day period, then Tenant may, at its option, offset such amount against subsequent Base Rent and Additional Rent due under this Lease.

20.2 Tenant's Maintenance Responsibilities. Except for Landlord's obligations set forth above and except for any damage caused by the acts of negligence by Landlord or its agents, servants, employees, guests, invitees or independent contractors within the Premises, Tenant shall keep the interior, non-structural portions of the Premises, all HVAC systems installed by Tenant, and the non-structural elements of all doors, windows and entrances of the Premises in good order and condition, excepting normal wear and tear, fire, acts of God, acts of Landlord, and/or other casualty or the elements.

21. **Brokers.** Landlord and Tenant each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Cushman & Wakefield, representing Tenant (the "Tenant's Broker") and Kunkel Commercial Group, Inc. representing Landlord ("Landlord's Broker"). Landlord shall pay Tenant's Broker and Landlord's Broker brokerage commissions pursuant to separate agreements. In the event Landlord does not timely pay Tenant's Broker such brokerage commission, Tenant may offset the amount of such brokerage commission against Base Rent and Additional Rent due Landlord.

22. **Emergency.** If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within 15 days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the 15 day period, then Tenant may, at its option, offset such amount against Base Rent and Additional Rent due under this Lease.

23. **Title and Parking.** Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Premises, the Building and the land on which the Building is located, and all improvements thereon and has the right and authority to enter into this Lease. Landlord hereby represents to Tenant that no covenants, restrictions, liens or other encumbrances affecting the real property upon which the Building is constructed interfere with or adversely affect Tenant's Permitted Use of the Premises. Landlord further represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease.

Landlord shall not make any material modifications to the Building exterior, the Premises or the Common Areas (including, without limitation, the parking areas, driveways and walks) without Tenant's prior written

consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall be entitled to the use of the parking area in accordance with a parking ratio of not less than 4.00 spaces per 1,000 square feet of the Premises or such greater amount as may be required by local code, including 4 handicapped parking spaces and 7 spaces in close proximity to the Premises for Tenant's exclusive use.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Landlord represents and warrants to Tenant that as of the Commencement Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all applicable instruments affecting title to the Premises. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises, the Building, or the Common Areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that (i) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and Common Areas comply with all applicable Laws, including without limitation Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 *et seq.* (1990).

If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises or Building to comply with any generally applicable Laws from time to time applicable to the Premises, Landlord shall promptly make such alterations at its sole cost and expense. If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Tenant's use and not due to any act by Landlord or another tenant, Tenant shall promptly make such alterations, at its sole cost and expense.

25. Right of First Option on Adjacent Premises. If the approximately 2,000 square foot rentable space adjacent to the Premises which is identified on Exhibit I as "2,000 SF Potential Tenant Space" (the "ROFO Space") becomes available during the Term, Landlord shall first notify Tenant in writing of Tenant's option to accept or decline the right to enter into a lease with Landlord for the ROFO Space. At any time within 30 days after service of the notice, Tenant shall notify Landlord that it will exercise or not exercise its option to lease the ROFO Space. A failure by Tenant to respond within such 30 day period shall be deemed to be a rejection of the option to lease the ROFO Space. If Tenant exercises its option to lease the ROFO Space, then Tenant and Landlord shall enter into a lease or an amendment to this Lease pursuant to which Tenant leases the ROFO Space from Landlord. Tenant's lease of the ROFO Space shall be on the same terms and conditions as are set forth in this Lease with respect to the Premises, including without limitation the same Base Rent per square foot for the ROFO Space as the Base Rent per square foot that Tenant pays for the Premises pursuant to this Lease.

26. Tenant to Subordinate. Tenant shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage on the Premises ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content provided in Exhibit D. Landlord shall, at or prior to the Commencement Date, secure from Landlord's present Mortgagee a non-disturbance agreement and Landlord shall secure from any future Mortgagee or lienholder of Landlord a non-disturbance agreement in a form substantially similar to Exhibit D. If Landlord shall not obtain such non-disturbance agreement, then this Lease shall not be subordinate to any such future lien, mortgage, or refinancing.

27. Quiet Enjoyment. Tenant shall, upon payment of the Base Rent and Additional Rent, quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term.

28. Memorandum of Lease. Concurrent with execution of this Lease, Landlord and Tenant will execute a recordable form of a memorandum or notice of this Lease in the form attached as Exhibit G. Tenant shall be responsible for the cost of recording the same. Upon Landlord's written request, Tenant shall execute and deliver to Landlord a Release of Memorandum of Lease ("Release"). Landlord shall be responsible for the cost of recording the Release.

29. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by overnight courier such as Federal Express. All notices to Landlord should be addressed to Landlord at Apex Holdings, LLC, Attention: Steven J. Oravec, 15 Apex Dr., Highland, IL 62249; Telephone: (618) 651-0444; Email: soravec@apexnetworkpt.com or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant c/o DaVita Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 876-2800, Facsimile: (855) 872-8592, with copy to: relegal@davita.com, Subject: Highland, IL (11783), or to any such other place as Tenant may from time to time designate in written notice to Landlord. In addition, all correspondence to Tenant related to Taxes, Insurance, Base Rent or Additional Rent shall be sent to P.O. Box 1476, Tacoma, WA 98401-1476; Attention: Rent Department, with copy to RentDepartment@davita.com. Notwithstanding anything contained in this Lease to the contrary, any written notice by either Landlord or Tenant to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

30. Estoppel Certificate. Each of Landlord and Tenant agrees at any time and from time to time upon not less than 15 business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached as Exhibit E certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which Base Rent and other charges have been paid in advance, if any, and (iii) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), it being intended that any such estoppel certificate delivered pursuant to this Section 30 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

31. Landlord's Sale of the Building. Upon Landlord's transfer of interest in the Building and the Premises (the "Sale"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from its obligations under this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale or for any offsets due Tenant under this Lease in the event the successor in interest is a mortgagee which has not assumed liability for offsets, unless such liability is expressly assumed by Landlord's successor-in-interest in the Building and Premises. Within 30 days prior to the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 33 below.

32. Tenant's Satellite and Cable Rights. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof. Tenant shall also have the right to run appropriate electrical cabling from the Premises to connect its electrical generator and associated transfer switch. Tenant shall be responsible for all cost

associated with the installation and on-going maintenance of its satellite dish during the Term and, upon the expiration of the Lease, shall remove the satellite dish and all equipment and electrical cabling for the satellite dish, and shall patch the roof and any penetrations in a professional workmanlike manner.

33. **Regulatory Compliance.** Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis.

Landlord represents and warrants to Tenant that Landlord 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 ("Referral Source"). Landlord covenants, during the Term, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

In the event Landlord, or Landlord's successors or assigns, become a Referral Source as described in this Section 33 above, the following Sections 33.1 through 33.4 shall apply but shall have no effect until such time:

33.1 **Compliance.** Landlord and Tenant agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's Proportionate Share does not exceed Tenant's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

33.2 **Compliance with Law.** The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Landlord agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Tenant. Tenant shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Landlord shall notify Tenant of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Tenant from any liability arising out of the party's refusal to grant such access.

33.3 **Covered Person.** In the event Landlord or any of its members, partners, shareholders or trustees is now, or any time in the future becomes, a Covered Person (as defined below), Landlord acknowledged and agrees that each individual Covered Person shall also be subject to the following provisions. Upon notification by Tenant, each Covered Person shall: (i) participate in all compliance

training (including on-line general compliance training on an annual basis) that Tenant provides to the Covered Person; (ii) complete all such training within the time frames required by Tenant; (iii) comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Tenant and compliance programs applicable to Tenant, including its Code of Conduct; (iv) certify in writing or electronic form that the Covered Person read, understood and shall abide by the Code of Conduct and return such certification to Tenant within 30 days after being notified. The Covered Person shall report immediately to Tenant any suspected or known violations of Tenant's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Tenant shall provide to each Covered Person a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

34. Cooperation with Tenant's Cost Reporting Responsibilities. Landlord's full cooperation with applicable authorities in connection with cost reporting is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within thirty (30) days of Tenant's request, any and all information that is reasonably necessary for Tenant to fulfill its cost reporting requirements to such applicable authorities.

35. Protected Health Information.

35.1 Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by the requirements of HIPAA and all other applicable medical privacy Laws. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, including Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

35.2 Landlord shall preserve, and cause any of its employees and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease.

36. Landlord's Consent. Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

37. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition free of debris and rubbish, excepting damage caused by reasonable wear and tear, fire, acts of God, Landlord, condemnation, and/or other casualty or the elements. All alterations which may be made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the Premises during the Term all tenant improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Any tenant improvements or Fixtures which Tenant does not

elect to remove at or prior to the expiration of the Term shall be surrendered with the Premises at the termination of this Lease.

38. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a month-to-month basis, terminable by either party upon 30 days' prior written notice and Tenant shall be obligated to pay Base Rent at 125% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law.

39. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

40. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

41. Applicable Law. The Laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

42. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God or other causes beyond such party's reasonable control.

43. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto.

44. Counterparts. This Lease may be executed in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Incorporation of Exhibits. This Lease is subject to the provisions of the attached Exhibits A-h inclusive, which exhibits are hereby made a part of this Lease.

[Signature pages follow.]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LANDLORD:

Apex Holdings LLC,
a Missouri limited liability company

By: Steven Oravec
Name: Steven Oravec
Title: VP/COO
Date: January 11, 2018

TENANT:

Total Renal Care, Inc.,
a California corporation

By: Mary Anderson
Name: Mary Anderson
Title: Divisional Vice President
Date: January 11, 2018

*FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:*

By: Jeff Pretty
Name: Jeff Pretty
Title: Assistant General Counsel

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian lying South of U.S. Route 40 described as follows:

Commencing at a point on the South right of way line of U.S. Route 40 said point also being on the West line of the East Half of the Southwest Quarter of said Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, from this point thence South, 578.7 feet, thence East 765.7 feet; thence North 843.0 feet to the Southerly right of way line of U.S. Route 40, thence Southwesterly along said right of way line to the point of beginning. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

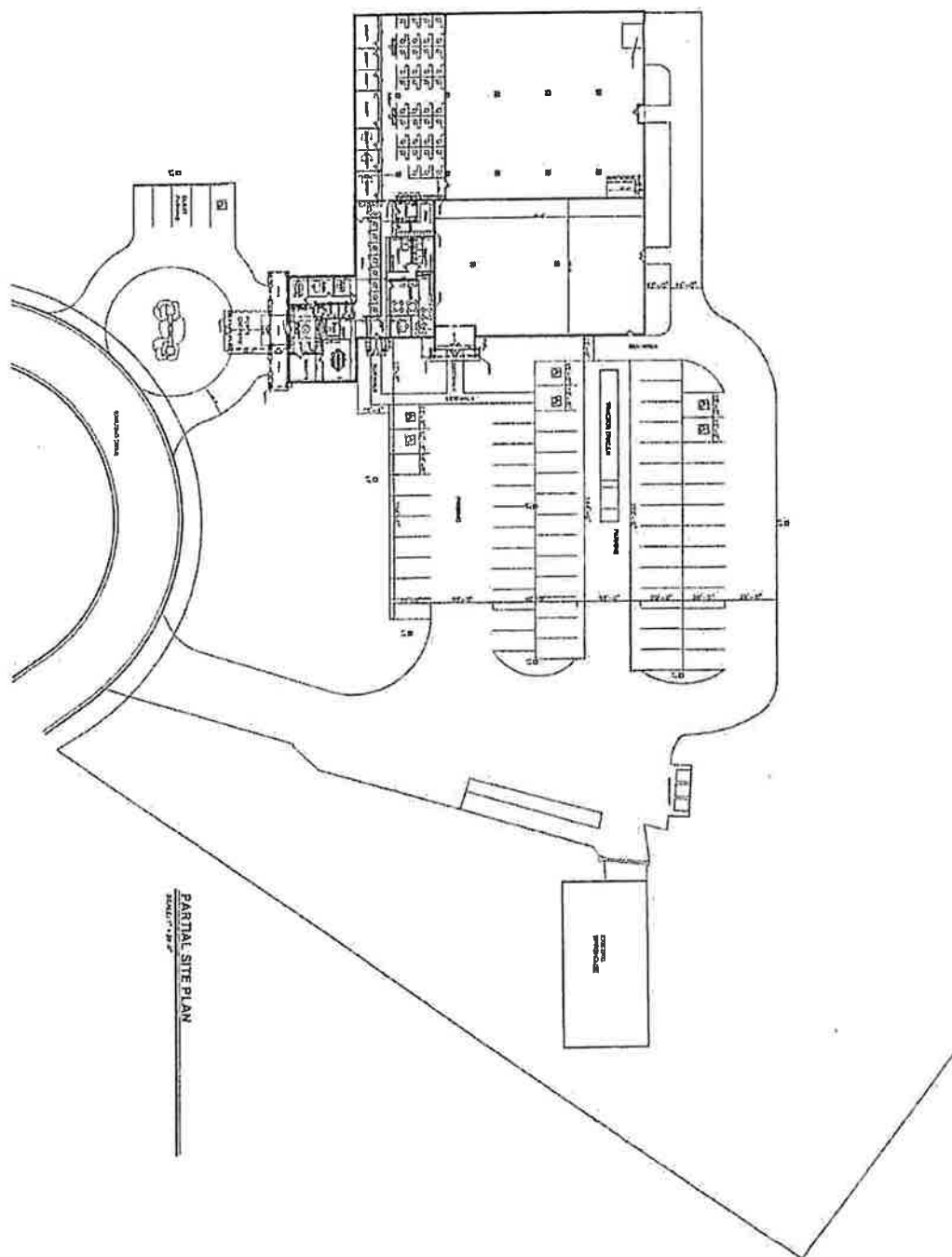
Situated in Madison County, Illinois.

PPN: 02-1-18-32-00-000-024

EXHIBIT A-1

SITE PLAN (INCLUDING PARKING AREAS)

(attached)



PLAN
A3

**APEX PHYSICAL THERAPY
HIGHLAND, IL LOCATION**

PARKING PLAN

BTG DESIGN CONCEPTS, INC.
2000 JEFFERSON DRIVE
ALAMOGADO, CALIFORNIA 92004
(619) 420-7514

DATE: 10/10/14	BY: [Signature]	PROJECT: APEX PHYSICAL THERAPY HIGHLAND, IL LOCATION
REVISION: 1	DESCRIPTION: [Blank]	DATE: 10/10/14
REVISION: 2	DESCRIPTION: [Blank]	DATE: 10/10/14

EXHIBIT B
PREMISES FLOOR PLAN
(attached)

PRELIMINARY FLOORING MATERIALS TAKE-OFFS	
RESINIDS	1,111.59
SHEET VINYL	1,667.50
LUXURY VINYL TILE	842.50
CARPET TILE	798.50
CONCRETE	21.50

PROTOTYPE:	HOPE
DEVELOPMENT:	DEMONO
TOTAL USF:	6,478 SF
TOTAL RSF:	6,540 SF

NOTES
ANALYTICAL DATA ABOVE CORRESPOND TO SAMPLE



NORTHGROVE

2004 VOL. 2, NO. 2

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EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, between _____ ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord space located at _____ (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date").
- (2) The Term of the Lease commenced on _____ (the "Commencement Date").
- (3) The Expiration Date of the Lease is _____.
- (4) It is agreed that the first Lease Year shall end on _____ and that each subsequent Lease Year shall end on _____.
- (5) Tenant shall commence payment of Base Rent and Additional Rent on _____.
- (6) The Premises contain _____ rentable square feet of space.
- (7) The last dates upon which the respective renewal options may be exercised are _____ and _____.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LANDLORD:

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

By: _____
Name: _____
Title: _____

Date: _____

*FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:*

By: _____
Name: _____
Title: Assistant General Counsel

EXHIBIT D

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, 20__ (hereinafter called the "Lease"), _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located within the _____ as more fully described in Exhibit A attached hereto and incorporated by reference (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of \$ _____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain [Mortgage and Security Agreement] dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____.

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable Law, including bankruptcy Law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 Former Landlord. A "Former Landlord" means Landlord and any other party that was a landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. *Rent.* The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Landlord.* A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 *Termination Right.* A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the lien of the Mortgage, and all advances made under the Mortgage.

3. **Non-disturbance, Recognition and Attornment.**

3.1 *No Exercise of Mortgage Remedies Against Tenant.* So long as the Lease has not been terminated on account of Tenant's default (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action, which indemnity shall survive termination or expiration of this Agreement.

3.2 *Non-disturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 *Further Documentation.* The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 in writing upon request by either of them.

3.4 *Consent to Lease.* Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Landlord.* Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment unless and to the extent that Mortgagee was furnished notice and opportunity to cure

the same. (The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, if any).

4.2 *Prepayments.* Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 *Lease.* Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) No Modification, Termination or Cancellation. Tenant shall not consent to any material modification, termination or cancellation of the Lease without Mortgagee's prior written consent, which consent shall not be unreasonably withheld and shall be deemed given if Mortgagee fails to respond in writing within 15 days following receipt of written notice.
- (b) Notice of Default. Tenant shall notify Mortgagee in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Mortgagee shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time period set forth in the Lease for Landlord's performance.
- (c) Assignment of Rents. Upon receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Mortgagee, Tenant shall not be required to determine whether Landlord is in default under any obligations to Mortgagee before complying with such direction and shall not be liable to Landlord for failure to pay Landlord any sums that are paid instead to Mortgagee.

5. Miscellaneous.

5.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three (3) business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

Attn: _____

Landlord:

Attn: _____

Tenant:

c/o DaVita Inc.

Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

With a copy to: relegal@davita.com
Subject: [Clinic #, City, State]

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties to this Agreement and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

5.5 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.6 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all parties to this Agreement.

5.7 *Execution.* This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5.8 *Representations.* Each party represents that it has full authority to enter into this Agreement and that those signatories executing this Agreement on its behalf have full power and authority to executed this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan. This Agreement shall be null and void unless Tenant receives a fully executed original counterpart hereof on or before the sixtieth (60th) day following the date of Tenant's execution.

5.9 *Recordation.* Upon full execution, this Agreement may be recorded in the real property records of the county in which the Premises is located by either party hereto, provided that the recording party delivers to the other party a copy of the recorded document. The recording party shall be responsible for the costs of recording this Agreement.

[Signature page follows.]

Attachment - 2

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the date(s) set forth below.

MORTGAGEE:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

TENANT:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO

}
} SS

COUNTY OF DENVER)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1 & 4.4), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant and the obligations of Tenant to enter into a subordination agreement with Mortgagee.

LANDLORD:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Exhibit A to
Subordination, Attornment and Non-Disturbance Agreement
Landlord's Premises

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of ____, 20__ by ____ in connection with that certain Lease Agreement dated ____ by and between ____, as Tenant and ____, as Landlord (the "Lease") for the premises located at ____ (the "Premises").

[Landlord/Tenant] hereby certifies to the best of [Landlord's/Tenant's] knowledge to ____ as follows:

1. The Lease consists of the following documents: [list documents]. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.
2. To [Landlord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
 - (a) Approximate square footage of the Premises: ____ rentable square feet
 - (b) Monthly installment of Rent as of the date hereof: \$ ____
 - (c) Commencement Date: ____
 - (d) Termination date: ____
 - (e) Security deposit: ____
 - (f) Prepaid rent in the amount of: ____
 - (g) Renewal Options: ____
3. Tenant has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.
4. To the best of Tenant's/Landlord's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Tenant or Landlord except ____.
5. No rent has been or will be paid more than 30 days in advance.
6. All legal notices to Tenant shall be sent to:

Tenant:

c/o DaVita Inc.
Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

With a copy to:

relegal@davita.com
Subject: [Clinic #, City, State]

[Signature page follows.]

IN WITNESS WHEREOF, [Tenant/Landlord] has executed this Estoppel Certificate as of the date first above written.

[TENANT/LANDLORD]:

_____ ,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT F

LANDLORD'S WORK

Landlord, at Landlord's expense shall perform the following work and improvements to the Premises:

Construct a new separate glass entrance with soffit where existing overhead door is located solely dedicated to Tenant. Installation of six new exterior windows per Exhibit F-1. Windows to be installed with code compliant energy efficient thermal pane windows with Low-E thermally broken aluminum frames. Landlord shall allow Tenant, at Tenant's discretion, to apply a translucent film to the existing windows (per manufactures recommendations) per Tenant's tenant improvement design.

Repair and patch all existing roof leaks and provide new flashing as required.

Infill all metal doors on southeast corner.

Building north and west exterior to be Hardie Board (cement fiber board) with stone accents at entry columns.

Create new landscaping based upon the below specifications which are subject to change based upon final site and landscaping design:

- The general theme of the landscaping plan will be a "Colorado" style / appearance.
- Landscaping beds/berms are planned along the north elevation (front) of the building. These will include rock, berms, various plants, shrubs, trees, and boulders.
 - Landscaping beds will likely extend north toward the porch area on both sides of the "Apex front entry" to the building.
- Landscaping beds/berms are planned for both of the areas between the various sidewalks / entrances on the west side of the building. These areas will include rock, berms, various plants, shrubs, trees, and boulders.
- Landscaping beds/berms are planned for the area in the middle of the circle drive at the entrance to the property. This area will include rock, berms, various plants, shrubs, trees, and boulders.
- Landscaping beds/berms are planned for the grass area toward the west side of the parking lot, between the parking spaces and the driveway. This area will include rock, berms, various plants, shrubs, trees, and boulders.
- On the southern property line (back of the property at the top of the hill), Landlord shall install white pine trees to create a visual barrier between our property and the property owners to the south.
- Trees / berms are being contemplated for other areas of the property based on the suggestions of the landscaper.
- Landlord shall make reasonable efforts to evaluate the installation of a monument sign near Highway 40 at the entrance to the property. If installed, this area would be landscaped with rock, berms, shrubs, trees, and boulders.

Premises entirely demised and gutted. Landlord will be responsible for demolition of all interior partitions, doors and frames, plumbing, electrical, mechanical systems (other than current HVAC and what is designated for reuse by Tenant), remove all lighting, ceiling grid, carpet and/or ceramic tile and finishes of the existing building from slab to roof deck to create a "raw shell" condition. Premises shall be broom clean and ready for interior improvements; free and clear of any components, asbestos or material that is in violation of any EPA standards of acceptance and local hazardous material jurisdiction standards.

Repair and overlay the existing asphalt condition in the parking lot extending to the south end of the building to accommodate deliveries.

Construct new trash enclosure with stained cedar planks or aluminum planks, and new concrete pad with metal gate.

In addition, Landlord shall deliver the building structure and main utility lines serving the building in good working order and shape. If any defects in the structure including the exterior walls, lintels, floor and roof framing or utility lines are found, prior to or during Tenant construction (which are not the fault of the Tenant), repairs will be made by Landlord at its sole cost and expense. Any repairs shall meet all applicable federal, state and local laws, ordinances and regulations and approved a Structural Engineer and Tenant.

EXHIBIT F-1

WINDOW EXHIBIT

[See Attached 2 Pages]

EXHIBIT G

FORM MEMORANDUM OF LEASE

Prepared by and Return to:

Parcel ID: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into this ____ day of _____, 20__, by and between _____, a _____ ("Landlord") and _____, a _____ ("Tenant"). Tenant and Landlord agree to and acknowledge the following matters:

1. Landlord and Tenant entered into that certain Lease Agreement dated as of _____, 20__ (the "Lease"), wherein Landlord has leased to Tenant, and Tenant has leased from Landlord, subject to the terms, covenants and conditions contained therein, space consisting of approximately _____ rentable square feet (the "Premises"), located at _____, as legally described on Exhibit A, attached and incorporated herein by reference (the "Property").

2. The term of the Lease is for an initial period of _____ months commencing upon the earlier of the Possession Date or the Commencement Date, as defined in the Lease, (the "Lease Term"), subject to a right to extend and renew the Lease for _____ successive additional periods of _____ months each.

3. Pursuant to the Lease, Tenant has a right of first option to lease adjacent premises located on the Property.

4. The Lease contains certain restrictions on Landlord's ability to sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord to a business that provides renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures within a _____ mile radius of the Property.

5. The address of Landlord is _____.

6. The address of Tenant is 2000 16th Street, Denver, Colorado 80202, Attn: Real Estate Legal.

7. The purpose of this Memorandum is to give record notice to all persons that Tenant has a leasehold interest in the Premises with related use exclusivity rights, and right of first option pursuant to the Lease, in addition to other rights and obligations created therein, all of which are confirmed.

8. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

Attachment - 2

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD

TENANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____ of _____, a _____ on behalf of the _____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____ of _____, a _____ on behalf of the _____.

My commission expires: _____

Notary Public

Attachment - 2

EXHIBIT A TO MEMORANDUM OF LEASE

EXHIBIT H
ASBESTOS REPORT
(attached)

ABATE-pro, incorporated

A Commercial, Residential and Industrial Environmental Abatement Company

Steven J. Oravec; MBA
VP/Chief Operating Officer
ApexNetwork Physical Therapy

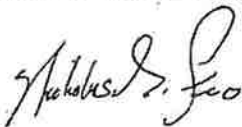
08/26/2017

Re: 2491 Industrial Dr, Highland, IL

Dear Steve,

Analysis of all final air samples collected for the above referenced project yielded values less than 0.01 fibers per cubic centimeter (f/cc). The air quality is acceptable for re-occupancy.

All of the samples were collected by a IL Asbestos Air Sampling Professional / Air Tech and analyzed using phase contrast microscopy (PCM). All fiber counts produced values less than 0.01 fibers per cubic centimeter (f/cc). The air quality inside these areas is acceptable for occupancy of the building by satisfying the requirements of the USEPA Asbestos Hazard Emergency Response Act (AHERA) and IL State Regulations.



Nicholas Feco
Missouri / Illinois Asbestos Contractor
7028110204MOAS5380/0692/787

PO BOX 674 • EDWARDSVILLE, ILLINOIS • 62025
PHONE: 618-288-8960 • FAX: 775-416-2089

Highland, IL (11783)

Attachment - 2

ABATE-PRO, INCORPORATED

A Commercial, Residential and Industrial Environmental Abatement Company

PO Box 674

Edwardsville, IL 62025

618-288-8960

Air Sample Results

For-2491 Industrial, Highland, IL

Sample ID	Fibers Counted	Fields	Volume	Fiber Density	Fiber Concentration	Type
1	14	100	1180	17.8	0.006	C / IWA
2	12	100	1180	15.3	0.005	C / IWA
3	16	100	1180	20.4	0.007	C / IWA
4	14.5	100	1180	18.5	0.006	C / IWA
5	10	100	1180	12.7	0.004	C / IWA
6	11	100	1180	14.0	0.005	C / IWA
7	8	100	1180	10.2	0.003	C / IWA
8	16.5	100	1180	21.0	0.007	C / IWA
9	7	100	1180	8.9	0.003	C / IWA
10	19	100	1180	24.2	0.008	C / IWA

Reported By: Nicholas Feco

Date: 8/11/2017



MO IL ASP # 5380 / 8744

Nicholas Feco



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

NICHOLAS M FECO
PO BOX 674
EDWARDSVILLE, IL 62025

5/12/2017

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 08744

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

 ASBESTOS PROFESSIONAL LICENSE			ENDORSEMENTS	TC EXPIRES
ID NUMBER 100 - 08744	ISSUED 5/12/2017	EXPIRES 05/15/2018	SUPERVISOR/WORKER INSPECTOR	3/10/2018 3/9/2018
 NICHOLAS M FECO PO BOX 674 EDWARDSVILLE, IL 62025 Environmental Health			PROJECT MANAGER AIR SAMPLING PROFESSIONAL	3/10/2018
			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB

EH0130855

 **Illinois Department of
PUBLIC HEALTH**

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**DIVISION OF ENVIRONMENTAL HEALTH
ASBESTOS PROGRAM**

Issued under the authority of
the Illinois Department of
Public Health

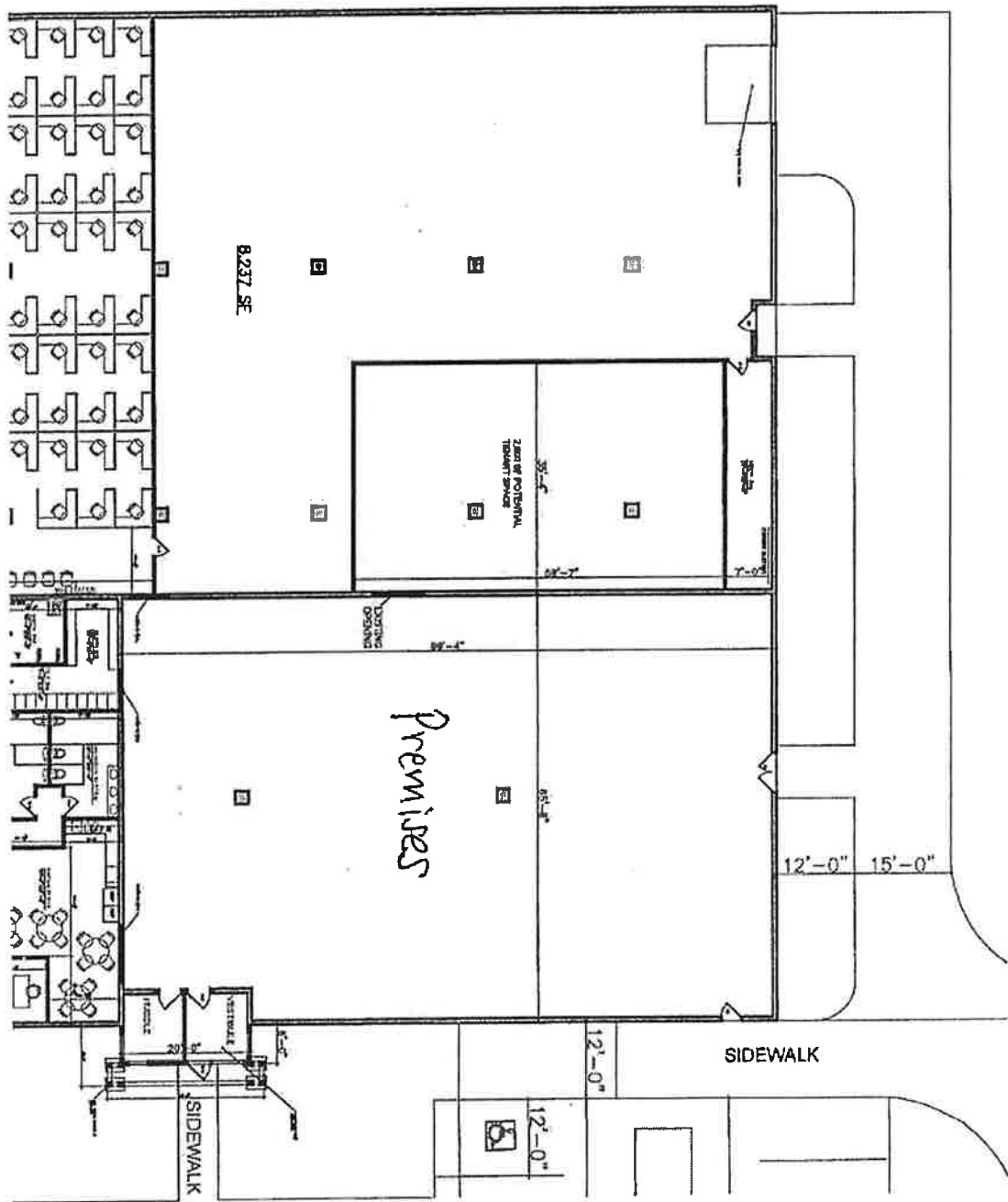
EXPIRATION DATE 5/15/2018	CLASS 500	CLASSIFICATION 500-0787
-------------------------------------	---------------------	-----------------------------------

ABATEPRO, INC
ASBESTOS CONTRACTOR LICENSE
**THIS LICENSE IS INVALID IF YOUR
INSURANCE CERTIFICATE IS NOT CURRENT**

06/05/2017
ABATEPRO, INC
PO BOX 674
EDWARDSVILLE, IL 62025

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 6M 5/16

EXHIBIT I
ROFO SPACE



Certificate of Completion

Envelope Id: 0748CA32344A40A88B529F1F384C160A
 Subject: Please DocuSign: Northgrove Lease (MLK Version 4 - FINAL) - Doc 1867220-2.docx
 Source Envelope:
 Document Pages: 57
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Tamara Terrell
 2000 16th Street
 Denver, CO 80202
 Tamara.Terrell@davita.com
 IP Address: 104.129.192.196

Record Tracking

Status: Original
 1/10/2018 1:58:57 PM
 Holder: Tamara Terrell
 Tamara.Terrell@davita.com

Location: DocuSign

Signer Events

Jeff Pretty
 Jeff.Pretty@davita.com
 Assistant General Counsel
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 EFB02D4714FD472

Using IP Address: 104.129.192.109

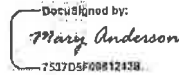
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Electronic Record and Signature Disclosure:

Accepted: 1/10/2018 2:45:33 PM
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Mary Anderson
 Mary.J.Anderson@davita.com
 Divisional Vice President
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 7537D5F00812438

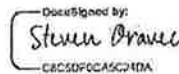
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Electronic Record and Signature Disclosure:

Accepted: 1/11/2018 6:05:46 AM
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Steven Oravec
 soravec@apexnetworkpt.com
 VP/COO
 ApexNetwork Physical TherapyC
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 CAC50F0C45C47DA

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 Signed using mobile

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Mark Kaplan Mark.L.Kaplan@davita.com Assistant General Counsel DaVita Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/11/2018 6:25:54 AM
Matt Gramlich matthew.gramlich@cushwake.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/11/2018 6:25:54 AM
Molly Ehlinger Molly.Ehlinger@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/11/2018 6:25:54 AM

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/11/2018 6:25:54 AM
Signing Complete	Security Checked	1/11/2018 6:25:54 AM
Completed	Security Checked	1/11/2018 6:25:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: emily.briggs@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhynning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

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

Total Renal Care, Inc. is currently the approved operating entity for the Northgrove Dialysis facility. Following the transaction Nahant Dialysis, LLC will be the operating entity for the facility. The Illinois Certificate of Good Standing for Nahant Dialysis, LLC is attached at Attachment – 3.

The names and percentages ownership of all persons with a five percent or greater ownership in Nahant Dialysis, LLC is listed below.

Name	Address	Ownership Interest
DaVita Inc.	2000 16 th Street Denver, Colorado 80202	90% (Indirect)
Total Renal Care, Inc.	2000 16 th Street Denver, Colorado 80202	90% (Direct)
Hospital Sisters Health System	4936 Laverna Road Springfield, Illinois 62707	10% (Direct)

File Number

0686381-7



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

NAHANT DIALYSIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 07, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of JUNE A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1817801154 verifiable until 06/27/2019

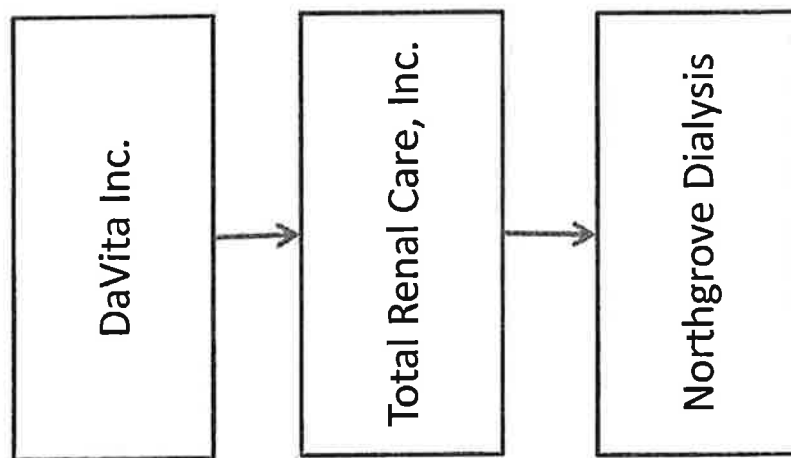
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 3

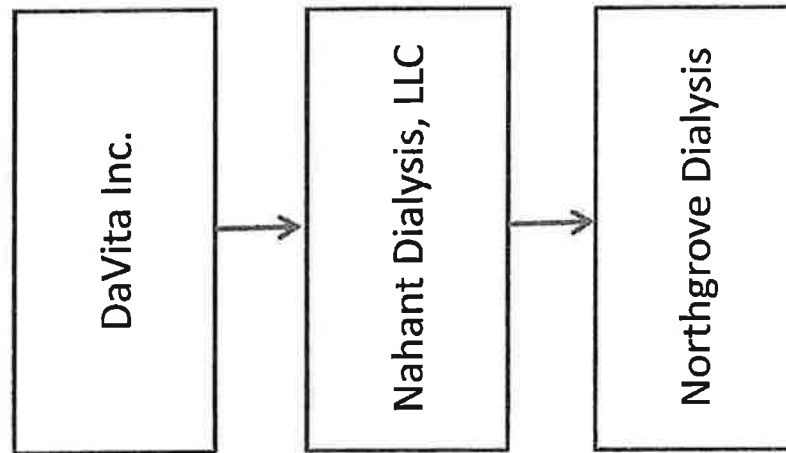
Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart showing the current ownership structure of Northgrove Dialysis, along with the post-closing ownership structure is enclosed at Attachment – 4.

Northgrove Dialysis Pre-Transaction Organizational Chart



Northgrove Dialysis Post-Transaction Organizational Chart



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

The proposed change of ownership of Northgrove Dialysis involves no construction or modernization. Accordingly, this criterion is not applicable.

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

The proposed change of ownership of Northgrove Dialysis involves no construction or modernization. Accordingly, this criterion is not applicable.

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

Background of Applicant

- 1. A listing of all health care facilities owned or operated by the Applicant, including licensing, and certificates, if applicable.**

A list of health care facilities owned or operated by DaVita is attached at Attachment - 11.

- 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 filling of the application.**

By their signature on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken by IDPH, CMS, or any other State or Federal Agency against any facility owned and/or operated by them during the three years prior to the filing of this 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 national recognized accreditation organizations.**

By their signature on the Certification pages to this application, each of the Applicants authorize the HFSRB and IDPH to access any documents necessary to verify the information submitted, including but not limited to: (i) official records of DPH or other State Agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of national recognized accreditation organizations.

DaVita Inc.								
Illinois Facilities								
Regulatory Name	Address 1	Address 2	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	
Auburn Park Dialysis	7939 SOUTH WESTERN AVENUE		CHICAGO	COOK	IL	60620		
Barrington Creek	28160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736	
Belvidere Dialysis	1755 BELOIT ROAD		BELVIDERE	BOONE	IL	61008	14-2795	
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 TOLUHY AVE		NILES	COOK	IL	60714-4019	14-2712	
Brickyard Dialysis	2640 NORTH NARRAGANSETT		CHICAGO	COOK	IL	60639		
Brighton Park Dialysis	4729 SOUTH CALIFORNIA AVE		CHICAGO	COOK	IL	60632		
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	14-2817	
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	14-2793	
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	
Collinsville Dialysis	101 LANTER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234		
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		FREEMONT	STEPHENSON	IL	61032-6712	14-2747	
Edgemont Dialysis	8 VIEUX CARRE DRIVE		EAST ST. LOUIS	ST. CLAIR	IL	62203		
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	60201-1507	14-2511	
Ford City Dialysis	8159 S CICERO AVENUE		CHICAGO	COOK	IL	60652		
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101		

DaVita Inc.								
Illinois Facilities								
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number	
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	
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040		
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	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	
Hickory Creek Dialysis	214 COLLINS STREET		JOLIET	WILL	IL	60432		
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEY	MCHENRY	IL	60142		
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633	
Irving Park Dialysis	4323 N PULASKI RD		CHICAGO	COOK	IL	60641		
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	2484 N ELSTON AVE		CHICAGO	COOK	IL	60647	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	7170 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	14-2806	
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	14-2813	

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
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
Northgrove Dialyisss	2491 INDUSTRIAL DRIVE		HIGHLAND	MADISON	IL	62249	
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	14-2818
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 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST 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
Rutgers Park Dialysis	8455 WOODWARD AVENUE		WOODRIDGE	DUPAGE	IL	60517	
Salt Creek Dialysis	196 WEST NORTH AVENUE		VILLA PARK	DUPAGE	IL	60181	
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S 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

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
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	14-2810
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	14-2812
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	
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	14-2783
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

Section V, Change of Ownership

Criterion 1110.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

Applicable Review Criteria – CHOW

1. 1130.520 (b)(1)(A)- Names of the parties

The Applicants are DaVita Inc. and Nahant Dialysis, LLC (collectively, "DaVita").

2. 1130.520(b)(1)(B) – Background of the parties

Each of the applicants, by their signatures to the Certification pages of this application, attest that the applicant is fit, willing, able and has the qualifications, background and character to adequately provide a proper standard of health service for the community.

Each of the applicants, by their signatures to the Certification pages of this application, attest that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facilities owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.

3. 1130.520(b)(1)(C) – Structure of the transaction

Total Renal Care, Inc. is currently the operating entity of Northgrove Dialysis. Following the transaction, DaVita Inc. will be the owner of Northgrove Dialysis. Nahant Dialysis, LLC will be the operating entity for the facility.

4. 1130.520(b)(1)(D) – Name of Licensed Entity after Transaction

Nahant Dialysis, LLC will be operating entity of Northgrove Dialysis following the transaction.

5. 1130.520(b)(1)(E) – List of ownership or membership interests in such licensed or certified entity both prior to and after transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons

Organizational structures of the current owner, as well as the post-closing organizational structure of the proposed applicant are attached at Attachment - 4.

6. 1130.520(b)(1)(F) – Fair market value of assets to be transferred

The fair market value of the transferred assets is \$3,028,696. Northgrove Dialysis has not been constructed, and there are presently no assets to be transferred. Nahant Dialysis, LLC, the new operating entity, will assume responsibility for the approved project costs for Northgrove Dialysis.

7. 1130.520(b)(1)(G) – Purchase price or other forms of consideration to be provided

\$3,028,696.

8. 1130.520(b)(2) – Affirmations

In accordance with 77 Ill. Adm. Code §1130.520, Applicants affirm that any project for which permits have been issued have been completed, or will be completed, or altered in accordance with the provision of this section.

- 9. 1130.520(b)(2) – If ownership change is for hospital, affirmation that the facility will not adopt a more restrictive charity care policy that the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction.**

Not applicable.

- 10. 1130.520(b)(2), A statement as to the anticipated benefits of the proposed changes in ownership to the community**

DaVita 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. With the ongoing shift from volume to value in healthcare, providers—more than ever—are focusing their attention on generating optimal clinical outcomes in order to enhance patient quality of life. The extensive tools and initiatives included in the DaVita Patient-Focused Quality Pyramid will help affiliated physicians succeed in this important undertaking. The pyramid serves as a framework for nephrologists to address the complex factors that impact patients, such as mortality, hospitalizations and the patient experience. Key programs include: (1) clinical initiatives to prevent missed treatments and manage vascular access, fluid, infection, medications and diabetes; (2) increasing pneumonia and influenza vaccination rates; (3) assisting patients transition from central venous catheters (CVCs) to arteriovenous (AV) fistulas to reduce risk of hospitalization from infections and blood clots; and (4) supporting patients through any transition of care to improve outcomes and reduce mortality.

As a result of these clinical initiatives, DaVita outperformed the rest of the industry, with more four- or five-star rated centers over the past three years. Further, DaVita leads the industry with 98 percent of DaVita clinics rated in the top clinical performance tier in the 2015 Centers for Medicare and Medicaid Services ("CMS") Quality Incentive Program ("QIP") Performance Score Report. Finally, 91% of patients reported being satisfied with the quality of care they receive from DaVita in 2014 In-Center Hemodialysis Consumer Assessment of Healthcare Providers survey.

- 11. 1130.520(b)(2) The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change of ownership**

The Applicants have not identified empirically quantifiable cost savings at the outset of the change of ownership.

- 12. 1130.520(b)(2) – A description of the facilities quality improvement program mechanism that will be utilized to assure quality control**

The Applicants will utilize DaVita's established quality control mechanisms. As discussed in Section 1130.520(b)(2) above, DaVita is leading provider of dialysis services in the United States. It will implement its patient-focused quality initiatives and anticipates Northgrove Dialysis will have quality outcomes comparable to its other facilities.

- 13. 1130.520(b)(2) – A description of the selection process that the acquiring entity will use to select the facilities governing body**

The governing body will consist of the medical director, the facility administrator and the regional operations director.

- 14. 1130.520(b)(2) – Statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility**

The Applicants have or will prepare a written statement response address the review criteria contained in 77 Ill. Adm. Code 1110.240 that will be available for public review at the facility.

- 15. 1130.520(b)(2) – A description or summary of any proposed changes to the scope of service or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition**

There are no proposed changes to the scope of services or levels of care that were planned to be provided at the facility that are anticipated to occur within twenty-four months after the acquisition.

Section X, 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			
	2015	2016	2017
Net Patient Revenue	\$311,351,089	\$353,226,322	\$357,821,315
Amount of Charity Care (charges)	\$2,791,566	\$2,400,299	\$2,818,603
Cost of Charity Care	\$2,791,566	\$2,400,299	\$2,818,603

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

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