

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Dialysis Care Center Vollmer		
Street Address: 222 Vollmer Road, First Floor		
City and Zip Code: Chicago Heights, IL 60411-1664		
County: Cook	Health Service Area: 7	Health Planning Area: 7

Legislators

State Senator Name: Patrick J. Joyce (40th)
State Representative Name: Emil Jones, III (14th)

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

Exact Legal Name: Dialysis Care Center Holdings, LLC
Street Address: 15801 S. Bell Rd.
City and Zip Code: Homer Glen, IL 60491
Name of Registered Agent: Salman Azam, Esq.
Registered Agent Street Address: 333 N. Michigan Ave., Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O. Alausa, M.D.
CEO Street Address: 15801 S. Bell Rd.
CEO City and Zip Code: Homer Glen, IL 60491
CEO Telephone Number: 708-645-1000

Type of Ownership of Applicants

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- 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: Juan Morado Jr. and Mark J. Silberman
Title: Partner, CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff LLP
Address: 71 South Wacker Drive, Suite 1600, Chicago, Illinois 60606
Telephone Number: (312) 212-4967 and (312) 212-4952
E-mail Address: JMorado@Beneschlaw.com and MSilberman@Beneschlaw.com
Fax Number: (312) 767-9192

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Legislators

State Senator Name: Patrick J. Joyce (40th)
State Representative Name: Emil Jones, III (14th)

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

Exact Legal Name: Meridian Investment Partners, LLC
Street Address: 812 Campus Drive
City and Zip Code: Joliet, IL 60435
Name of Registered Agent: Salman Azam, Esq.
Registered Agent Street Address: 333 N. Michigan Ave., Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O. Alausa, M.D.
CEO Street Address: 812 Campus Drive
CEO City and Zip Code: Joliet, IL 60435
CEO Telephone Number: 708-645-1000

Type of Ownership of Applicants

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<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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Fax Number: (312) 767-9192

Post Permit Contact

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

Name: Asim Shazzad
Title: Administrator
Company Name: Dialysis Care Center Vollmer, LLC
Address: 15801 South Bell Road, Homer Glen, IL 60491
Telephone Number: (630) 965-9007
E-mail Address: shazzad@kidneycares.com
Fax Number: (708) 645-1001

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Meridian Investment Partners LLC
Address of Site Owner: c/o Salman Azam, 333 North Michigan Avenue, Suite 1815, Chicago, IL 60601
Street Address or Legal Description of the Site: 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: Dialysis Care Center Vollmer LLC	
Address: 15801 South Bell Road, Homer Glen, IL 60491	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	
<ul style="list-style-type: none"> ○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ 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.hfsrb.illinois.gov>**).

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

☒ Substantive☐ Non-substantive

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.

Dialysis Care Center Vollmer, LLC is proposing to relocate its 9 station in-center hemodialysis facility to be located at 222 Vollmer Road, First Floor, Chicago Heights, IL, 60411. The proposed facility will be located in an existing office building on the first floor which will be modernized and includes a total of approximately 7,280 square feet. The existing 9-stations, currently located at 14255 S. Cicero Avenue, Crestwood, Illinois 60445 (within the same HSA) will be discontinued upon these stations being approved and coming online. While this will be the subject of a separate CON application, it is a relevant aspect so as to be transparent to the Board as to what is being done.

The project is classified as substantive in that it proposes the establishment of services defined by 77 Ill. Admin. Code Section 1110.230.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	0	0	0
Site Survey and Soil Investigation	0	0	0
Site Preparation	0	0	0
Off Site Work	0	0	0
New Construction Contracts	0	0	0
Modernization Contracts	\$715,260	\$376,740	\$1,092,000
Contingencies	\$57,220	\$30,140	\$87,360
Architectural/Engineering Fees	\$30,000	\$15,000	\$45,000
Consulting and Other Fees	\$15,000	\$15,000	\$30,000
Movable or Other Equipment (not in construction contracts)	\$386,000	\$65,000	\$451,000
Bond Issuance Expense (project related)	0	0	0
Net Interest Expense During Construction (project related)	0	0	0
Fair Market Value of Leased Space or Equipment	\$491,830.42	\$259,055.72	\$750,886.14
Other Costs To Be Capitalized	0	0	0
Acquisition of Building or Other Property (excluding land)	0	0	0
TOTAL USES OF FUNDS	\$1,695,310.42	\$760,935.72	\$2,456,246.14
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$1,203,480	\$501,880	\$1,705,360
Pledges	0	0	0
Gifts and Bequests	0	0	0
Bond Issues (project related)	0	0	0
Mortgages	0	0	0
Leases (fair market value)	\$491,830.42	\$259,055.72	\$750,886.14
Governmental Appropriations	0	0	0
Grants	0	0	0
Other Funds and Sources	0	0	0
TOTAL SOURCES OF FUNDS	\$1,695,310.42	\$760,935.72	\$2,456,246.14
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Price: \$ N/A Fair Market Value: \$ N/A
The project involves the establishment of a new facility or a new category of service <div style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <p>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.</p> <p>Estimated start-up costs and operating deficit cost is \$930,873.00</p>

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: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary </div> <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Schematics <input type="checkbox"/> Final Working </div>
Anticipated project completion date (refer to Part 1130.140): January 31, 2022
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <div style="list-style-type: none; padding-left: 0;"> <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance. </div>
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u>, 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: <div style="list-style-type: none; padding-left: 0;"> <input type="checkbox"/> Cancer Registry -Not Applicable <input type="checkbox"/> APORS- Not Applicable <input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted <input checked="" type="checkbox"/> All reports regarding outstanding permits </div> <p>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</p>
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Cost Space Requirements

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	\$1,695,310.42	4,680			4,680		
Total Clinical	\$1,695,310.42	4,680			4,680		
NON REVIEWABLE							
Administrative	\$760,935.72	2,490			2,490		
Total Non-clinical	\$760,935.72	2,490			2,490		
TOTAL	\$2,456,246.14	7,170			7,170		

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

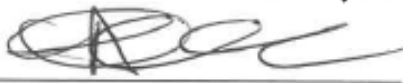
CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives 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 is filed on the behalf of Dialysis Care Center Holdings, LLC

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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 fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Morufu O. Alausa MD

PRINTED NAME

Chief Executive Officer and President

PRINTED TITLE

SIGNATURE

Mohammad S. Shafi, MD

PRINTED NAME

Vice-President

PRINTED TITLE

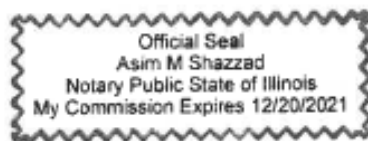
Notarization:

Subscribed and sworn to before me
this 20 day of November, 2020



Signature of Notary

Seal



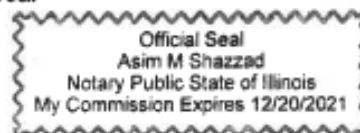
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*Insert the EXACT legal name of the applicant

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This Application is filed on the behalf of Dialysis Care Center Vollmer, LLC

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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 fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

Morufu O. Alausa MD

PRINTED NAME

Chief Executive Officer and President

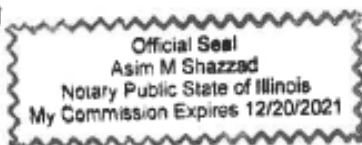
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Notarization:

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Signature of Notary

Seal



SIGNATURE

Mohammad S. Shafi, MD

PRINTED NAME

Vice-President

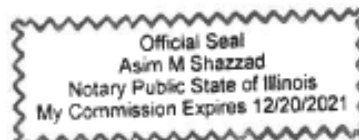
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- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Meridian Investment Partners, LLC

in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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 fee required for this application is sent herewith or will be paid upon request.

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Chief Executive Officer and President

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Vice-President

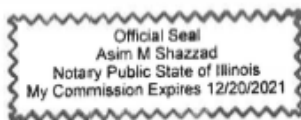
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Signature of Notary

Seal

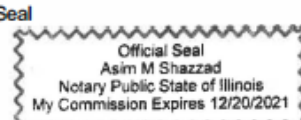


Notarization:

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Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

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.

1110.110(a) – Background of the Applicant

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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. 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.**
5. 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 1110.110(b) & (d)**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 Staff Report.

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

ALTERNATIVES

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

Alternative options **must** include:

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

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

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD In-Center Hemodialysis	4,680 (9 Stations)	520 GSF per station	-	Yes

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

PROJECT SERVICES UTILIZATION:

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

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

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

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ESRD In-Center Hemodialysis	40	74%	80%	No

YEAR 2	ESRD In-Center Hemodialysis	50	92.5%	80%	Yes
--------	-----------------------------	----	-------	-----	-----

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

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

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

ASSURANCES:

Submit the following:

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

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

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

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

F. Criterion 1110.230 - In-Center Hemodialysis

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

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis		9

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.230(b)(5) - Planning Area Need - Service Accessibility	X		
1110.230(c)(1) - Unnecessary Duplication of Services	X		
1110.230(c)(2) - Maldistribution	X		
1110.230(c)(3) - Impact of Project on Other Area Providers	X		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	X	X	
1110.230(f) - Support Services	X	X	X
1110.230(g) - Minimum Number of Stations	X		
1110.230(h) - Continuity of Care	X		
1110.230(i) - Relocation (if applicable)	X		
1110.230(j) - Assurances	X	X	

APPEND DOCUMENTATION AS ATTACHMENT 23, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the “Establishment of Services or Facilities”, as well as the requirements in Section 1130.525 – “Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service” and subsection 1110.230(i) - Relocation of an in-center hemodialysis facility.

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

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

VI. 1120.120 - AVAILABILITY OF FUNDS

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

\$1,705,360	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1)	the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2)	interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$750,886.14	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;

	5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$2,456,246.14	TOTAL FUNDS AVAILABLE
<p>APPEND DOCUMENTATION AS <u>ATTACHMENT 33</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>	

SECTION VII. 1120.130 - FINANCIAL VIABILITY

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

The Applicants meet the financial viability waiver criteria found in 77 Ill. Admin Code Section 1120.130. All of the costs for this project will be funded completely through internal resources, therefore no ratios are listed below. Additionally, Dialysis Care Center Holdings, LLC will provide Board Staff with a copy of their 2019 audited financial statement.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

Variance

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

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.1120.140 - ECONOMIC FEASIBILITY

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

A. Reasonableness of Financing Arrangements

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

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

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
In-Center Hemodialysis		\$152.83			4,680			\$715,260	\$715,260
Contingency		\$12.23			0			\$57,220	\$57,220
TOTALS		\$165.06			4,680			\$772,480	\$772,480
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

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

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

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

A table in the following format must be provided as part of Attachment 37.*

** Dialysis Care Center Vollmer, LLC is a new entity and has no applicable historical data for this section of the application. However, there is information available for another applicant, Dialysis Care Center Holdings, LLC and that information is listed below.*

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	2016	2017	2018
Inpatient	N/A	N/A	N/A
Outpatient	5	8	19
Total	5	8	19
Charity (cost in dollars)			
Inpatient	N/A	N/A	N/A
Outpatient	\$7,800	\$18,000	\$44,055
Total	N/A	N/A	N/A
MEDICAID			
Medicaid (# of patients)	2016	2017	2018
Inpatient	N/A	N/A	N/A
Outpatient	6	22	31
Total	6	22	31

	Medicaid (revenue)			
	Inpatient	N/A	N/A	N/A
	Outpatient	\$12,360	\$51,355	\$220,715
	Total	N/A	N/A	N/A

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

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 39.

** Dialysis Care Center Vollmer, LLC is a new entity and has no applicable historical data for this section of the application. However, there is information available for another applicant, Dialysis Care Center Holdings, LLC and that information is listed below.*

CHARITY CARE			
	2016	2017	2018
Amount of Charity Care (charges)	\$12,360	\$51,355	\$220,715
Cost of Charity Care	\$12,360	\$51,355	\$220,715

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

INDEX OF ATTACHMENTS			
ATTACHMENT NO.		PAGES	
1	Applicant Identification including Certificate of Good Standing	28-31	
2	Site Ownership	32-67	
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	68-69	
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	69-71	
5	Flood Plain Requirements	72-73	
6	Historic Preservation Act Requirements	74-75	
7	Project and Sources of Funds Itemization	76-77	
8	Financial Commitment Document if required	78	
9	Cost Space Requirements	79	
10	Discontinuation	n/a	
11	Background of the Applicant	80-84	
12	Purpose of the Project	85-94	
13	Alternatives to the Project	95	
14	Size of the Project	96	
15	Project Service Utilization	97	
16	Unfinished or Shell Space	n/a	
17	Assurances for Unfinished/Shell Space	n/a	
Service Specific:			
18	Medical Surgical Pediatrics, Obstetrics, ICU	n/a	
19	Comprehensive Physical Rehabilitation	n/a	
20	Acute Mental Illness	n/a	
21	Open Heart Surgery	n/a	
22	Cardiac Catheterization	n/a	
23	In-Center Hemodialysis	98-129	
24	Non-Hospital Based Ambulatory Surgery	n/a	
25	Selected Organ Transplantation	n/a	
26	Kidney Transplantation	n/a	
27	Subacute Care Hospital Model	n/a	
28	Community-Based Residential Rehabilitation Center	n/a	
29	Long Term Acute Care Hospital	n/a	
30	Clinical Service Areas Other than Categories of Service	n/a	
31	Freestanding Emergency Center Medical Services	n/a	
32	Birth Center	n/a	
Financial and Economic Feasibility:			
33	Availability of Funds	130-167	
34	Financial Waiver	167	
35	Financial Viability	n/a	
36	Economic Feasibility	168-171	
37	Safety Net Impact Statement	172	
38	Charity Care Information	173-177	

ATTACHMENT 1
Type of Ownership of Applicants

Included with this attachment are:

1. The Certificate of Good Standing for Dialysis Care Center Vollmer, LLC.
2. The Certificate of Good Standing for Dialysis Care Center Holdings, LLC.
3. The Certificate of Good Standing for Meridian Investment Partners, LLC.

ATTACHMENT 1
Dialysis Care Center Vollmer, LLC Certificate of Good Standing

File Number 0929916-5



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

DIALYSIS CARE CENTER VOLLMER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 24, 2020, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2026901774 verifiable until 09/25/2021
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 25TH
day of SEPTEMBER A.D. 2020 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 1
Dialysis Care Center Holdings, LLC Certificate of Good Standing

File Number 0578210-4



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

DIALYSIS CARE CENTER HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 03, 2016, 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 25TH day of JUNE A.D. 2020 .

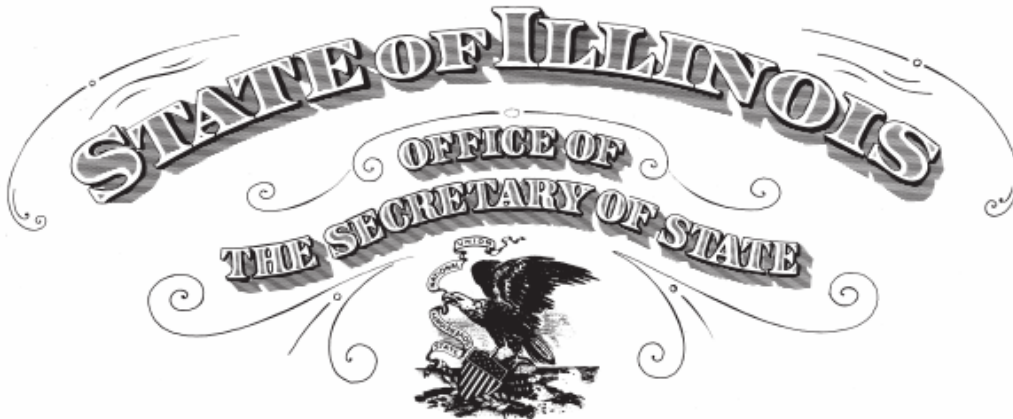
Jesse White

SECRETARY OF STATE

Authentication #: 2017702048 verifiable until 06/25/2021
Authenticate at: <http://www.cyberdriveillinois.com>

ATTACHMENT 1
Meridian Investment Partners, LLC Certificate of Good Standing

File Number 0381617-6



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

MERIDIAN INVESTMENT PARTNERS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 13, 2012, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2000301682 verifiable until 01/03/2021
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 3RD
day of JANUARY A.D. 2020 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 2
Site Ownership

The site is currently owned by Meridian Investment Partner, LLC, an Illinois limited liability company. The property owner proposes to enter into a lease with Dialysis Care Center Vollmer LLC for use of the space for the proposed facility. Attached as evidenced is a copy of the lease agreement.

ATTACHMENT 2 Site Ownership

OFFICE LEASE

This Office Lease (the "**Lease**") is made and entered into as of the last date set forth on the Signature Page after the parties' signatures (the "**Commencement Date**"), and is between **Meridian Investment Partners, LLC**, an Illinois limited liability company ("**Landlord**") and the Tenant named below.

ARTICLE 1 **BASIC LEASE PROVISIONS**

The provisions of this Article 1 ("**Basic Lease Provisions**") are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any disagreement, the most restrictive Article shall prevail.

Tenant	Dialysis Care Center Vollmer, LLC, an Illinois limited liability company
Tenant's Notice Address	Dialysis Care Center Vollmer, LLC c/o Asim Shazzad 15786 South Bell Road Homer Glen, Illinois 60491 <u>with a copy to:</u> Azam Chandran & Gilani, LLP Attention: Salman Azam, Esq. 333 North Michigan Avenue, Suite 1815 Chicago, IL 60601 Azam@ACGLawFirm.com
Tenant's Billing Address	Dialysis Care Center Vollmer, LLC 15786 South Bell Road Homer Glen, Illinois 60491
Landlord's Notice Address	Meridian Investment Partners, LLC 812 Campus Dr Joliet, IL, 60435 <u>with a copy to:</u> Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd. Attention: William M. Brennan 835 McClintock Drive, Second Floor Burr Ridge, Illinois 60527 WMB@GSRNH.com
Landlord's Rent Payment Address	Meridian Investment Partners, LLC 812 Campus Dr Joliet, IL, 60435
Guarantor	Dialysis Care Center Holdings LLC

ATTACHMENT 2

Site Ownership

For Landlord: None.

ARTICLE 2 LEASED PROPERTY

2.1 Leased Property. Subject to the terms, covenants and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Property specified in Article 1 (the Basic Lease Provisions). The term "**Property**" shall include the parking surfaces used in connection with the building located on the Property (the "**Building**"), all areas and facilities outside the Building and within the exterior boundary line of the Property that are provided and designated by Landlord from time to time for the general use of Tenant and its employees, suppliers, shippers, patients, and invitees, including, but not limited to, entrances, lobbies, corridors, stairways and stairwells, restrooms, elevators, escalators, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, signage, and landscaped areas, if any.

2.2 Vehicle Parking. Tenant, its employees, patients, and invitees shall have access to the parking areas of the Property on a first come-first served basis at no additional cost to Tenant but subject to the Rules and Regulations attached hereto as part of Exhibit A ("**Rules and Regulations**"). Landlord reserves the right in its discretion from time to time: (i) to reconfigure the parking area and ingress to and egress from the parking area, and (ii) to modify the directional flow of traffic in the parking area, and (iii) to reasonably modify the Rules and Regulations relating to parking.

ARTICLE 3 TERM

3.1 Term. The term of this Lease (the "**Initial Term**") and the Commencement Date shall be as specified in Article 1. All of Tenant's obligations under this Lease shall be legally binding as of the Commencement Date.

3.2 Possession. Landlord agrees to use commercially reasonable efforts to deliver possession of the Property by the estimated Possession Date set forth in Article 1. If for any reason Landlord cannot tender possession of the Property to Tenant on the estimated Possession Date then the validity of this Lease and the obligations of Tenant under this Lease shall not be affected and Landlord shall not be subject to any liability therefor. Possession of the Property shall be deemed tendered to Tenant when: (a) the improvements to be provided by Landlord under Exhibit C to this Lease (the "**Landlord's Work**") are substantially completed, (b) the Building utilities are ready for use in the Property, and (c) Tenant has reasonable access to the Property.

3.2 Early Possession. If Tenant occupies the Property prior to the Possession Date with Landlord's prior consent, such occupancy shall be subject to all provisions of this Lease except for the payment of Base Rent, and such occupancy shall not change the Expiration Date.

3.3 Notice of Rent Commencement Date. Promptly following the Possession Date, Landlord may, at its election, deliver to Tenant the Commencement Date Agreement (substantially in the form attached as Exhibit B) identifying the Possession Date, the Rent Commencement Date, and the Expiration Date, a copy of which agreement shall be executed by Tenant and returned to Landlord.

3.4 Option to Renew. Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from the Tenant not less than seven (7) months and not more than ten (10) months prior to the expiration of the Initial Term (or Option Term,

ATTACHMENT 2

Site Ownership

Property	222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL (the " Building "), together with the appurtenances thereto described below. After completion of Tenant's improvements, the Property will contain approximately 7,280 square feet of useable space.						
Tenant's Share	100.0%						
Initial Term	Ten (10) years, beginning on the Rent Commencement Date						
Option Term(s)	Two (2) five (5) year option periods						
Possession Date	Upon completion of Landlord's Work described in Article 6.5 and <u>Exhibit C</u> , currently estimated to be October 1, 2021.						
Rent Commencement Date	The earlier of (i) Tenant opening for business, and (ii) ninety (90) days following the Possession Date, estimated to be January 1, 2022.						
Expiration Date	Ten (10) years from the Rent Commencement Date (currently anticipated to be approximately December 31, 2032).						
Base Rent	Base Rent shall be payable in accordance with the following Base Rent Schedule, subject to the provisions of <u>Article 4</u> hereof:						
	<table><tr><td colspan="2"><u>Initial Term</u></td><td></td></tr><tr><td>Year</td><td>1-5</td><td>\$ 15.00</td></tr></table>	<u>Initial Term</u>			Year	1-5	\$ 15.00
<u>Initial Term</u>							
Year	1-5	\$ 15.00					
Security Deposit	None.						
Additional Rent	All taxes, insurance, utilities, and operating expenses of the Building and the Property, except as set forth in Article 4. During the first year of the Initial Term Additional Rent estimated to be \$8.00/SF for taxes, \$.50/SF for insurance, and \$3.00 for other operating expenses. Controllable costs not to increase by more than of 5% per year during the Initial Term (see Section 4.2(d) for "controllable Operating Expenses").						
Permitted Uses	Medical office use for an outpatient medical dialysis clinic.						
Brokers	For Tenant: None.						

ATTACHMENT 2

Site Ownership

as applicable) of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Property in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease upon the expiration of the Initial Term for two (2) consecutive option terms of sixty (60) months each (each, an "**Option Term**" and collectively, the "**Option Terms**"). If Landlord does not timely receive notice for extending the Term, then this Section shall be null and void and of no further force or effect. Hereinafter, "Term" shall mean the Initial Term and any extension thereof, including the Option Terms, if exercised.

If Tenant timely exercises its option to extend the Term for the first or second Option Terms, then Base Rent during each of the Option Terms shall be as described in Article 1.

ARTICLE 4

RENT

4.1 Base Rent. Beginning on the Rent Commencement Date as set forth in Article 1, and on the first day of each calendar month during the Term, Tenant shall pay to Landlord the Base Rent set forth in Article 1, without notice, offset or deduction. Base Rent for any period during the Term which is for less than one month shall be prorated on the basis of a 30-day month. Base Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

4.2 Additional Rent. Landlord and Tenant agree that this Lease is intended as a triple-net lease, and that Tenant shall pay to Landlord all charges and other amounts required under this Lease as additional rent ("**Additional Rent**"). Tenant's obligations to pay Additional Rent shall commence on the Possession Date. Base Rent and Additional Rent shall be collectively referred to herein as "**Rent**." Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses and Real Property Taxes (as defined in Article 10), in accordance with the following provisions:

- (a) "**Tenant's Share**" is the percentage set forth in Article 1.
- (b) "**Operating Expenses**" is defined, for purposes of this Lease, to include all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for:
 - (1) The operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Property, including, but not limited to, the following:
 - (i) Carpets, drapes, blinds and window coverings, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates;
 - (ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, elevators and escalators, signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair;
 - (iii) General maintenance, trash disposal, janitorial and security services;
 - (iv) All costs and expenses in connection with providing utilities under Article 11;
 - (v) Any other service to be provided by Landlord that is elsewhere in this Lease stated to be an "**Operating Expense**;"

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- (2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord under Article 8;
- (3) The amount of the real property taxes to be paid by Landlord under Section 10.1 including any fees paid by Landlord to contest or appeal the tax assessment for purposes of lowering such assessment;
- (4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Property;
- (5) Reasonable management fees, administrative fees, and asset manager fees; and
- (6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

(c) Operating Expenses shall not include the cost of capital improvements incurred in compliance with current or future laws; repairs to exterior portions of the Building such as the roof, walls, foundation, façade, plumbing and wiring to the point of entry to the Building; those operating expenses not attributable to Tenant; depreciation; interest; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; or any expenses for which Landlord has received actual reimbursement (other than through Operating Expenses). Notwithstanding the foregoing, Operating Expenses shall include the annual cost of capital improvements, amortized over their respective useful lives including but not limited to parking lot maintenance, repair and replacement.

(d) Landlord agrees that beginning in 2021 and continuing through the Initial Term, Tenant's Share of controllable Operating Expenses shall not increase by more than 5% over Tenant's Share of controllable Operating Expenses for the prior calendar year, on a noncumulative, non-compounding basis. For purposes of this Section, "controllable Operating Expenses" shall mean those portions of Operating Expenses over which Landlord has discretion and the ability to manage. Controllable Operating Expenses shall not include such items as Landlord does not control, such as the cost of insurance, Real Property Taxes, utilities, snow and ice removal, and similar expenses.

(e) With respect to any Operating Expenses not paid directly to third party service providers or other entities as set forth in (f), Landlord shall from time to time deliver to Tenant a written estimate of the Operating Expenses to be incurred for the calendar year. Tenant's Share of Operating Expenses shall be payable by Tenant monthly based on such estimate during each year of the Term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a reasonably detailed statement ("**Operating Expense Statement**") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated) the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

(f) At Landlord's direction, Tenant shall pay any Operating Expenses directly to the service provider or other instrumentality levying an Operating Expense, such as the Cook County Treasurer as to real

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estate taxes, landscape contractors, and so forth. In each such instance, Tenant shall provide satisfactory evidence to Landlord of the payment of same.

ARTICLE 5 [RESERVED]

ARTICLE 6 PROPERTY USE

6.1 Use. The Property shall be used and occupied solely by Tenant and Tenant shall use the Property solely for the purpose set forth in Article 1, and for no other purpose, without the express written permission of Landlord. Tenant agrees that any variation from or expansion of the use specified herein shall constitute a material breach of this Lease.

6.2 [RESERVED].

6.3 Compliance with Law. Tenant shall, at Tenant's expense, promptly comply with all Applicable Laws, all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Property or any other body exercising similar functions. As used herein, the term "**Applicable Laws**" means all applicable laws, codes, ordinances, orders, rules, regulations and requirements, of all federal, state, county, municipal and other governmental authorities and the departments, commissions, boards, bureaus, instrumentalities, and officers thereof relating to or affecting Tenant, the Property or the Building or the use, operation or occupancy of the Property, whether now existing or hereafter enacted. Tenant shall conduct its business in a lawful manner and shall not use or permit the use of the Property or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Property.

6.4 Specially Designated National or Blocked Person. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation designated by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, group, entity or nation pursuant to any Applicable Laws that are administered or enforced by the Office of Foreign Assets Control, nor is Tenant initiating, facilitating or engaging in this transaction, directly or indirectly, for or on behalf of any such person, group, entity or nation.

6.5 Landlord's Work; Acceptance of Property.

(a) **Landlord's Work.** Landlord shall tender possession and occupancy of the Property to Tenant on the Possession Date set forth in Article 1 with the Landlord's Work identified on Exhibit C substantially completed. Tenant acknowledges that the estimated Possession Date shall be extended day for day for each day of Permitted Delay as defined in the Work Letter attached hereto as Exhibit C. Except as otherwise provided in Exhibit C, Landlord shall have no other obligation for construction work or improvements to the Property. The improvements now or hereafter situated upon the Property, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Property and Tenant shall have only a leasehold interest therein.

(b) **Acceptance of Property.** By taking possession of the Property, Tenant agrees that the Property is in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Property or the Building except as set forth in Exhibit C. Tenant acknowledges that it made a thorough and independent examination of the Property and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with the Property and is satisfied that same is in an acceptable condition and meet Tenant's needs. Tenant accepts the Property in its "AS IS, WHERE IS" condition existing as of the Possession Date or the date that Tenant first takes possession of the Property, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances

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and regulations governing and regulating the use of the Property, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that the Property is in good order and repair and that it has satisfied itself by its own independent investigation that the Property is suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Property for the conduct of Tenant's business.

ARTICLE 7

MAINTENANCE AND REPAIRS; ALTERATIONS

7.1 Landlord Obligations. Except for damage caused by any act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Landlord will keep the foundation, roof, façade, fire prevention systems, structural supports and exterior walls of the Building in good order, condition and repair. Landlord will not be obligated to maintain or repair HVAC systems, windows, doors or plate glass. Tenant will promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Except to the extent caused solely by Tenant's negligence and not covered by any insurance carried by Landlord and not covered by any insurance required to be carried by Landlord hereunder (in which event Tenant shall be responsible), Landlord shall, at Landlord's cost and expense (subject to Landlord's right to recover the amortized cost of same as part of Operating Expenses as set forth elsewhere herein), repair or replace the utilities serving the Premises to the point of entry and other similar Building components with others of at least equal efficiency, quality and capacity if the cost of making any needed repairs would exceed fifty percent (50%) of the replacement cost of the item or system needing repair.

7.2 Tenant's Obligations.

(a) Except as to Landlord obligations set forth in 7.1 above, Tenant shall, at Tenant's sole cost and expense, perform all necessary or appropriate maintenance, repairs and replacements, in a first class, good and workmanlike manner, to the Building and to the Property so as to maintain same in first class condition and repair.

(b) Tenant shall, at Tenant's sole cost and expense, make any repairs to the Building and Property that may be required so as to tender the Property to Landlord at the Expiration Date in substantially the same condition as at the Rent Commencement Date, excepting normal wear and tear, condemnation and casualty other than that required to be insured against by Tenant hereunder, and free of all of Tenant's personal property and fixtures.

(c) Tenant shall, at Tenant's sole cost and expense, shall replace as necessary, make all repairs to, and provide for the routine and ordinary maintenance of, the heating, ventilating and cooling equipment ("HVAC"), electrical panels and fixtures, and plumbing systems.

(d) Tenant will maintain a service agreement with licensed HVAC technicians, and will be responsible for maintaining and servicing the HVAC throughout the Term and shall provide evidence thereof to landlord upon request.

7.3 Alterations and Additions.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "Alterations"), in, on or about the Property without Landlord's prior written consent, which Landlord may give or withhold in Landlord's reasonable discretion. As used herein, the term "Alterations" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant will deliver to Landlord

ATTACHMENT 2 Site Ownership

plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all Applicable Laws, (iii) in accordance with the Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Property or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other Tenants' use and enjoyment of the Property.

(b) Tenant shall pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's review, inspection and engineering time, and for any painting, restoring or repairing the Property or the Building that the Alterations occasion. Prior to commencing any Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (i) demolition (if applicable) and payment and performance bonds, (ii) builder's "all risk" insurance in an amount at least equal to the replacement value of the Alterations, and (iii) evidence that Tenant and each of Tenant's contractors have in force commercial general liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 8. The insurance policies described in clauses (ii) and (iii) must name Landlord, Landlord's lender and the Property Manager as additional insureds.

(c) Landlord may inspect construction of the Alterations. Immediately upon completion of any Alterations, Tenant will furnish Landlord with contractor affidavits and full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Section 7.3 within ten (10) days after Landlord's written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or causes to be made to the Property shall become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requests Tenant to remove the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. Notwithstanding the foregoing, Tenant shall remove all telephone, computer, security and other wiring and cabling located within the Property, including without limitation any located within the walls of the Property, on or before the Expiration Date or any earlier termination of this Lease.

(d) Tenant will keep the Property and the Property free from any mechanics', materialmens', or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Property any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Property, and the Property, from mechanics' and materialmens' liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Property.

(e) Tenant may perform general decorating to the Property, for which building permits are not required, without the Landlord's prior consent.

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ARTICLE 8 INSURANCE; INDEMNITY

8.1 Insurance. Tenant shall, at Tenant's sole cost and expense, obtain and keep in effect during the Term:

(a) Commercial general liability insurance applying to the use and occupancy of the Property and any part thereof, or any areas adjacent thereto and including any licensed areas and storage spaces and the business operated by Tenant and any other occupants in the Property. Such insurance shall have a limit of liability of not less than \$2,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Such policy shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned occurring during the policy term, with at least the following endorsements to the extent such endorsements are generally available: (i) deleting any employee exclusion on personal injury coverage, (ii) including employees as additional insureds, (iii) providing broad form property damage coverage and products completed operations coverage (where applicable), (iv) containing blanket contractual liability, (v) be primary coverage and non-contributory, and (vi) providing for coverage of owned and non-owned automobile liability;

(b) Standard fire and extended perils insurance, including sprinkler leakages, vandalism and malicious mischief covering property of every description including furniture, fittings, installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of the Tenant in an amount of not less than one hundred percent (100%) of the full replacement cost thereof as shall from time to time be determined by Tenant in form satisfactory to Landlord;

(c) State Worker's Compensation Insurance in the statutorily mandated limits and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000), or such greater amount as Landlord may from time to time require; and

(d) Business Interruption Insurance for a period of at least twelve (12) months commencing with the date of loss insuring that the Rent will be paid to Landlord during this period if the Property are destroyed or rendered inaccessible.

(e) Employers Liability with limits of \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 disease - each employee.

8.2 Insurance Policies. All policies of insurance provided for herein shall be issued by insurance companies with a financial rating of A as rated in the most current available "Best's Insurance Reports," and qualified to do business in the State of Illinois, and shall include as additional insureds, Landlord, Landlord's investment advisor, if any, the property manager designated by Landlord, if any ("Property Manager"), and such other persons or firms as Landlord specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others hereinabove mentioned, and executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days prior to the delivery of possession of the Property to Tenant and thereafter within thirty (30) days prior to the expiration of the term of such policy. All commercial general liability and property damage policies shall contain a provision that Landlord and the Property Manager, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees, by reason of Tenant's negligence.

As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or of the effective date of any reduction in the amounts of insurance. All commercial

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general liability, property damage and other casualty policies shall be written on an occurrence basis and as primary policies, and not in excess of coverage that Landlord may carry. Landlord's coverage shall not be contributory. Tenant's insurance shall specifically include the liability assumed hereunder by Tenant, shall provide for severability of interests, shall further provide that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

8.3 Failure to Obtain. Should Tenant fail to take out and keep in force each insurance policy required under this Article, or should such insurance not be approved by Landlord and should the Tenant not rectify the situation within forty-eight (48) hours after written notice from Landlord to Tenant, exclusive of Saturday and Sunday, Landlord shall have the right, without assuming any obligation in connection herewith, to effect such insurance at the sole cost of Tenant, and all outlays by the Landlord shall be immediately payable by the Tenant to the Landlord as Additional Rent without prejudice to any other rights and remedies of Landlord under this Lease.

8.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance and to the extent of insurance proceeds received with respect to the loss, Landlord and Tenant each waive any right of recovery against the other party and against any other party maintaining a policy of insurance with respect to the Property or any portion thereof or the contents of any of the same, for any loss or damage maintained by such other party with respect to the Property or any portion of any thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Property carried by Tenant or Landlord does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, Tenant or Landlord shall, if possible, obtain from the insurer under such policy a waiver of all rights of subrogation the insurer might have against Landlord or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

8.5 Landlord's Liability. No approval by Landlord of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Landlord of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and Tenant assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.

8.6 Landlord's Insurance. Landlord shall maintain in effect a policy or policies of property insurance covering the Property, providing protection against perils included within the classification "Fire and Extended Coverage" in such amount as is reasonably determined by Landlord and a policy or policies of commercial general liability insurance for personal injuries or deaths of persons occurring in or about the Property. Nothing herein shall require Landlord to carry any insurance with respect to risks or property required to be insured by Tenant under this Lease or by any other tenant under such other tenant's lease, or with respect to any improvements or fixtures in the Property that have been constructed or installed by or at the expense of any other tenant in the Property.

8.7 Indemnity. Tenant shall indemnify, protect, defend and save and hold Landlord, the Property Manager, and their respective trustees, directors, officers, agents and employees, harmless, from and against any and all losses, costs, liabilities, claims, damages and expenses, including, without limitation, reasonable attorneys' fees and costs and reasonable investigation costs, incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (b) the use or occupancy or manner of use or occupancy of the Property by Tenant or any person or entity claiming through or under Tenant, or (c) the condition of the Property or any occurrence on the Property from any cause whatsoever, except to the extent caused by the sole

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negligence or willful misconduct of Landlord, or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, servants, employees, visitors, customers, or licensees of Tenant, in, on or about the Property. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Lease.

8.8 Limitation of Liability. Tenant agrees that Landlord shall not be responsible for or liable to Tenant and Tenant releases Landlord and waives all claims against Landlord for any injury, loss or damage to any person or property in or about the Property by or from any cause whatsoever (other than Landlord's sole negligence or willful misconduct); theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Property. The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, board members, beneficiaries, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or cause of action shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees. No holder or beneficiary of any mortgage or deed of trust on any part of the Property shall have any liability to Tenant hereunder for any default of Landlord.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.1 Definition. The term "Casualty", for purposes of this Lease, includes (but is not limited to) the following acts or events:

- (a) Extreme events of nature including but not limited to fire, flood, bad weather, earthquake, and other similar occurrences;
- (b) Any act of war, terrorism, or bio-terrorism, where "bio-terrorism" shall mean the release (or threatened release) of an airborne agent or other contaminant that is or could adversely affect the Building or its occupants.

9.2 If the Property or any portion thereof are damaged by fire or other Casualty, Landlord shall forthwith repair the same (except for Alterations installed by or on behalf of Tenant) provided that such repairs can be made within one hundred eighty (180) days after the date of such damage under the laws and regulations of the federal, state and local governmental authorities having jurisdiction thereof and are covered by the proceeds of insurance required to be maintained by Landlord pursuant to Section 8.6 hereof. In such event, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate abatement of Base Rent and Additional Rent while such repairs are being made as provided below. Tenant shall further be entitled to a proportionate abatement of Base Rent and Additional Rent resulting from such loss of use of Common Areas of the Property but only to the extent such fire or casualty actually interferes with the operation of Tenant's business. Within thirty (30) days after the date of such damage, Landlord shall notify Tenant whether or not such repairs are covered by insurance required to be maintained by Landlord pursuant to Section 8.6 and whether such repairs can be made within one hundred eighty (180) days after the date of such damage. Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within one hundred eighty (180) days from the date of such damage or such damage is not so covered by insurance, Landlord shall have the option within thirty (30) days after the date of such damage to notify Tenant of its election to terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after notice is given.

If Landlord notifies Tenant that or such damage is not so covered by insurance, Landlord shall either: (a) notify Tenant of Landlord's intention to repair such damage, in which event this Lease shall continue in full force and effect, Landlord shall diligently prosecute such repairs to completion, and the Base Rent and

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Additional Rent shall be reduced as provided herein; or (b) notify Tenant of Landlord's election to terminate this Lease as of a date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given. If such notice to terminate is given by Landlord, this Lease shall terminate on the date specified in such notice. In case of termination, the Base Rent and Additional Rent shall be reduced by a proportionate amount based upon the extent to which such damage interfered with the business carried on by Tenant in the Property, and Tenant shall pay such reduced Base Rent and Additional Rent up to the date of termination. Landlord agrees to refund to Tenant any Base Rent and Additional Rent previously paid for any period of time subsequent to such date of termination. The repairs to be made hereunder by Landlord shall not include, and Landlord shall not be required to repair, any damage by fire or other cause to the property of Tenant or any damage caused by the negligence of Tenant, its contractors, agents, licensees or employees or any repairs or replacements of any paneling, decorations, railings, floor coverings, or any Alterations, additions, fixtures or improvements installed on the Property by or at the expense of Tenant.

9.3 If Landlord elects or is required hereunder to repair, reconstruct or restore the Property after any damage or destruction thereto, Tenant shall, at its own expense, as soon as reasonably practicable, replace or fully repair, reconstruct or restore all Alterations installed by Tenant and all other of Tenant's improvements, fixtures and property. Tenant hereby waives the provisions of any statute or law that may be in effect at the time of the occurrence of any such damage or destruction, under which a lease is automatically terminated or a Tenant is given the right to terminate a lease upon such an occurrence.

9.4 Tenant shall have no interest in or claim to any portion of the proceeds of any insurance or self-insurance maintained by Landlord. Except as otherwise provided herein, Landlord shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Tenant under Article 8.

9.5 Tenant agrees at all times after any damage to or destruction of the improvements on the Property, or any portion thereof, to continue the operation of its business therein to the extent practicable. If Landlord is required or elects to make any repairs, reconstruction or restoration of any damage or destruction to the Property under any of the provisions of this Article, Tenant shall not be entitled to any damages by reason of any inconvenience or loss sustained by Tenant as a result thereof. During the period commencing with the date of any such damage or destruction that Landlord is required or elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration the Base Rent and Additional Rent shall be proportionately abated to the extent to which such damage and the making of such repairs by Landlord shall interfere with the business carried on by Tenant in the Property. The full amount of Base Rent and Additional Rent shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration. Except as expressly hereinabove provided, there shall be no reduction, change or abatement of any rental or other charge payable by Tenant to Landlord hereunder, or in the method of computing, accounting for or paying the same.

9.6 Interruption of Service.

(a) **Interruption of Service Defined.** No damages, compensation, or claim shall be payable by Landlord, and this Lease and the obligations of Tenant to perform all of its covenants and agreements hereunder shall in no way be affected, impaired, reduced, or excused, in the event that there is an interruption, curtailment, or suspension of the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Property or any other services required of Landlord under this Lease (each, an "**Interruption of Service**"), by reason of:

- (1) any Casualty;
- (2) any emergency situation creating a threat to person or property;

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- (3) any other causes of any kind whatsoever that are beyond the control of Landlord, including but not limited to:
- (i) a lack of access to the Building or the Property beyond the control of Landlord (which shall include, but not be limited to, the lack of access to the Building or the Property when it or they are structurally sound but inaccessible due to the evacuation of the surrounding area or damage to nearby structures or public areas);
 - (ii) any cause outside the Building including street closures or rerouting;
 - (iii) reduced air quality or other contaminants within the Building that would adversely affect the Building or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Building or the Property);
 - (iv) a disruption of mail and deliveries to the Property resulting from a Casualty;
 - (v) a disruption of telephone and telecommunications services to the Building or the Property resulting from a Casualty; or,
 - (vi) a blockage of any windows, doors, or walkways to the Building or the Property resulting from a Casualty.

(b) **Landlord's Interruption of Services.** Except as otherwise expressly provided in this Lease, Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to effect an Interruption of Service, as required by this Lease or by law, or as Landlord in good faith deems advisable, whenever and for so long as may be reasonably necessary, to make repairs, alterations, upgrades, changes, or for any other reason, to the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Property or any other services required of Landlord under this Lease. In each instance, Landlord shall exercise reasonable diligence to eliminate the cause of the Interruption of Service, if resulting from conditions within the Building, and conclude the Interruption of Service. Landlord shall give Tenant notice, when practicable, of the commencement and anticipated duration of such Interruption of Service.

- (c) **No Remedies.** The occurrence of an Interruption of Service shall not:
- (1) constitute an actual or constructive eviction of Tenant, in whole or in part;
 - (2) entitle Tenant to any abatement or diminution of Base Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease;
 - (3) relieve or release Tenant from any of its obligations under this Lease;
 - (4) entitle Tenant to terminate this Lease.

ARTICLE 10

TAXES

10.1 Real Property Taxes. Subject to the provisions of Section 10.2, Landlord shall pay the Real Property Taxes, as defined in Section 10.2, applicable to the Property and Tenant shall reimburse Landlord for Tenant's Share of the Real Property Taxes in the same manner as Operating Expenses in accordance with Section 4.2.

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10.2 Definition. "Real Property Taxes" means all taxes, assessments and charges levied upon or with respect to the Property or any personal property of Landlord used in the operation thereof, or Landlord's interest in the Property or such personal property. Real Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, or assessments for transit, housing, police, fire, or other governmental services or purported benefits to the Property or the occupants thereof, service payments in lieu of taxes, and any tax, fee, or excise on the act of entering into this Lease or any other lease of space in the Property, or on the use or occupancy of the Property or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Property, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of Illinois or any political subdivision thereof, public corporation, district, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other real property taxes, whether or not now customary or in the contemplation of the parties on the date of this Lease. Real Property Taxes shall also include all fees, costs, and expenses (including expert witness fees and costs) incurred by Landlord in connection with its attempts to obtain reductions in assessed valuation of the taxable components of the Property or taxes rates attributable thereto. Real Property Taxes shall not include franchise, transfer, inheritance, or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a real property tax. Real Property Taxes shall also include reasonable legal and consulting fees, costs, and disbursements incurred in connection with proceedings to contest, determine, or reduce Real Property Taxes.

10.3 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Property or elsewhere.

ARTICLE 11 UTILITIES

11.1 Services Provided by Landlord. Landlord shall provide utilities sufficient for heating, ventilation, air conditioning, electricity sufficient for normal office use, tap water sufficient for normal drinking and lavatory use.

11.2 Services Exclusive to Tenant. Tenant shall pay for all utilities and services furnished to or used at the Property, including water, gas, electricity, other power, telephone and other communications services, and all other utilities and services supplied and/or metered to the Property or to Tenant, together with any taxes or impositions thereon. Tenant shall be responsible for its security and janitorial services.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 Tenant shall not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Tenant) voluntarily or by operation of law sell, assign, mortgage, encumber, pledge or otherwise transfer or hypothecate all or any part of Tenant's interest in or rights with respect to the Property or its leasehold estate hereunder (collectively, "**Assignment**"), or permit all or any portion of the Property to be occupied by anyone other than itself or sublet all or any portion of the Property (collectively, "**Sublease**") without Landlord's prior written consent in each instance, which consent, it is expressly understood and agreed, may not unreasonably be withheld or delayed by Landlord.

12.2 If Tenant desires to enter into an Assignment of this Lease or a Sublease of the Property or any portion thereof, it shall give written notice (the "**Notice of Proposed Transfer**") to Landlord of its intention to do so no less than thirty (30) days prior to such proposed Assignment of Sublease, which notice

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shall contain: (i) the name and address of the proposed assignee, subtenant or occupant (“**Transferee**”), (ii) the nature of the proposed Transferee’s business to be carried on in the Property, (iii) the terms and provisions of the proposed Assignment or Sublease and (iv) such financial information as Landlord may reasonably request concerning the proposed Transferee.

12.3 At any time within twenty (20) days after Landlord’s receipt of the Notice of Proposed Transfer pursuant to Section 12.2, Landlord may by written notice to Tenant elect in its sole discretion to: (i) terminate this Lease as to the portion (including all) of the Property that is specified in the Notice of Proposed Transfer, which, in case of termination as to less than all of the Property, a proportionate reduction in Base Rent and Additional Rent, (ii) consent to the proposed Assignment or Sublease, or (iii) reasonably disapprove the proposed Assignment or Sublease in writing with reason for disapproval. If Landlord elects to consent to the proposed Assignment or Sublease, Tenant may, not later than ninety (90) days thereafter, enter into such Assignment or Sublease with the proposed Transferee and upon the terms and conditions set forth in the Notice of Proposed Transfer, and fifty percent (50%) of any rent or other consideration received by Tenant in excess of the Base Rent and Additional Rent payable hereunder (or the amount thereof proportionate to the portion of the Property subject to such Sublease or Assignment) and reasonable commissions and the cost of any Alterations incurred in connection with such Sublease or Assignment, shall be paid to Landlord. If Landlord elects the option provided in clause (i), Landlord shall be entitled to enter into a lease, sublease or assignment with respect to the Property (or portion thereof specified in said Notice of Proposed Transfer) with the proposed Transferee identified in Tenant’s notice.

12.4 No Sublease or Assignment by Tenant nor any consent by Landlord thereto shall relieve Tenant of any obligation to be performed by Tenant under this Lease. Any Sublease or Assignment that is not in compliance with this Article 12 shall be null and void and, at the option of Landlord, shall constitute a non-curable default by Tenant under this Lease and Landlord shall be entitled to pursue any right or remedy available to Landlord under the terms of this Lease or under the laws of the State of Illinois. The acceptance of any Rent or other payments by Landlord from a proposed Transferee shall not constitute consent to such Sublease or Assignment by Landlord or a recognition of any Transferee, or a waiver by Landlord of any failure of Tenant or other Transferor to comply with this Article 12.

12.5 Notwithstanding anything in this Article 12 to the contrary, but subject to the provisions of Section 12.6 below, Landlord’s prior written consent shall not be required for a transfer of corporate shares by bequest or inheritance between or among the present majority stockholders of Tenant, to their immediate family, or any trust created for the benefit of such immediate family member or members; or any assignment of this Lease to any of the following: (i) a subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Tenant; (ii) a successor corporation related to Tenant by merger, consolidation, or non-bankruptcy reorganization; (iii) a purchaser of all or substantially all of Tenant’s assets, or (iv) in the case of a public offering of the stock of Tenant, the purchasers of Tenant’s capital stock; provided that (a) Tenant is not in default under this Lease; (b) Tenant provides Landlord with the written notice required by Section 12.2(i)-(iv); and (c) after such assignment or transfer the operation of the business conducted in the Property shall be operated in the manner required by this Lease. For purposes of the preceding sentence, the term “control” means owning directly or indirectly fifty percent (50%) or more of the beneficial interest in such entity, or having the direct or indirect power to control the management policies of each person or entity, whether through ownership, by contract or otherwise. As a condition to this Section 12.5, Tenant agrees to inform Landlord in writing of the proposed assignment or other transfer no less than thirty (30) days prior to any assignment or other transfer referred to in this Section 12.5.

12.6 Any Transferee approved by Landlord or transferee or assignee under Section 12.5, shall, from and after the effective date of the Assignment or Sublease, assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant’s part to be performed for the Term. No Assignment shall be binding on Landlord unless Tenant or Transferee shall deliver

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to Landlord a counterpart of the Assignment and an instrument that contains a covenant of assumption by such Transferee satisfactory in substance and form to Landlord, and consistent with the requirements of this Section 12.6. Any failure or refusal of such Transferee to execute such instrument of assumption shall constitute a default under this Lease but shall not release or discharge such Transferee from its liability as set forth above.

12.7 Tenant shall reimburse Landlord for administrative and legal expenses associated with the review and preparation of legal documents with each request by Tenant that Landlord consent to a proposed assignment, change of ownership or hypothecation of this Lease.

ARTICLE 13

DEFAULT; REMEDIES

13.1 Default. The occurrence of any one or more of the following events shall constitute a material default by Tenant under this Lease:

(a) The breach by Tenant of any of the covenants, conditions or provisions of Sections 7.3(a), (b) or (d) (alterations), 12 (assignment or subletting), 17 (estoppel certificate), or 20.12 (subordination), all of which are deemed to be material, non-curable defaults without the necessity of any notice by Landlord to Tenant thereof.

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, without deduction or offset, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to pursuant to applicable Forcible Entry and Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than those referenced in subparagraphs (a) and (b), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable unlawful detainer statutes.

(d) (i) The making by Tenant or by any guarantor of Tenant's obligations under this Lease of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant or any guarantor of Tenant's obligations under this Lease becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this Section 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect, and this Section 13.1(d) shall be interpreted in such a way to give effect to the remaining provisions.

(e) Tenant shall do or permit to be done anything which creates a lien upon the Property or upon all or any part of the Building or the Property.

(f) The inclusion by Tenant or its successor in interest or by any guarantor of Tenant's obligation hereunder of false information in any financial statement provided hereunder.

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13.2 Remedies. In the event of any material default or breach of this Lease by Tenant, but after the expiration of any applicable cure period, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to (i) the cost of recovering possession of the Property; (ii) expenses of reletting, including necessary renovation and alteration of the Property; (iii) reasonable attorneys' fees, and any real estate commission actually paid; (iv) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; (v) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same period that Tenant proves could reasonably be avoided; (vi) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; (vii) that portion of the leasing commission paid by Landlord pursuant to Article 16 and (viii) that portion of the Tenant improvement allowance (if any) applicable to the unexpired Term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Property. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder. The foregoing remedies shall also be available to Landlord in the event Tenant has abandoned the Property. Landlord's election not to terminate this Lease pursuant to this Section 13.2(b) or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3 Right to Perform. Except as otherwise specifically provided in this Lease, all covenants and agreements of Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If Tenant shall fail to pay any sum of money (other than monthly Base Rent) or fail to perform any other act on its part to be paid or performed hereunder and such failure shall continue beyond any applicable cure period, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within five (5) days after demand therefor as Additional Rent.

13.4 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Property whose name and address shall have theretofore been furnished to Tenant in writing, specifying the obligation that Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

13.5 Late Charges; Right to Change Terms.

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(a) Tenant acknowledges that late payment by Tenant to Landlord of Base Rent, or Additional Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Base Rent, Additional Rent, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(b) Following a second late payment of Rent or Additional Rent hereunder within any twelve (12) month period Landlord may, at its sole option, upon not less than fifteen (15) days' prior notice to Tenant, require Tenant to promptly execute and deliver to Landlord any documents, instruments, authorizations, or certificates required by Landlord to give effect to an automated debiting system, whereby any or all payments of Rent, Additional Rent, and any other payments required by Tenant or contemplated by this Lease shall be debited monthly or from time to time, as determined by Landlord, from Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's bank account. Tenant shall pay all service fees and other charges connected therewith, including, without limitation, any charges resulting from insufficient funds in Tenant's bank account or any late charges imposed on the Landlord. Tenant's failure to properly designate a bank or financial institution or to promptly provide appropriate information in accordance with this section shall constitute a default of the Lease.

ARTICLE 14 HAZARDOUS SUBSTANCES

14.1 As used herein, the term "**Hazardous Substances**" shall mean any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects. "Hazardous Substances" shall include, without limitation, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," "toxic substances," "infectious wastes," "biohazardous wastes," "medical wastes," "radioactive wastes" or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws. As used herein, "**Environmental Laws**" means all present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, licenses, approvals and other entitlements, and rules of common law, pertaining to Hazardous Substances, the protection of the environment or human or animal health or safety.

14.2 Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the the Building, the Property or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all Environmental Laws. If the presence of Hazardous Substances on the the Property caused or permitted by Tenant results in contamination of the Property or any portion thereof, or any soil or groundwater in, under or about the Property, Tenant, at its expense, shall promptly take all actions necessary to return the Property or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of

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this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 14, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

14.3 Tenant shall indemnify, protect, defend and hold harmless Landlord, the Property Manager, and their respective officers, directors, trustees, agents and employees from and against all losses, costs, claims, damages, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) arising out of or in connection with any Hazardous Substances on, in, under or affecting the Premises, Building, Office Project, or any part thereof that are or were attributable to Tenant or any employee, invitee, licensee, agent, contractor, or permitted subtenant or anyone claiming under Tenant or other person or entity acting at the direction, knowledge or implied consent of Tenant, including, without limitation, any cost of monitoring or removal, any reduction in the fair market value or fair rental value of the the Building or the Property, and any loss, claim or demand by any third person or entity relating to bodily injury or damage to real or personal property and reasonable attorneys' fees and costs.

14.4 Tenant shall surrender the Property to Landlord, upon the expiration or earlier termination of the Lease, free of Hazardous Substances which are or were attributable to Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant. If Tenant fails to so surrender the Property, Tenant shall indemnify and hold Landlord harmless from all losses, costs, claims, damages and liabilities resulting from Tenant's failure to surrender the Property as required by this Section, including, without limitation, any claims or damages in connection with the condition of the Property including, without limitation, damages occasioned by the inability to relet the Property or a reduction in the fair market and/or rental value of the Property or any portion thereof, by reason of the existence of any Hazardous Substances, which are or were attributable to the activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

14.05 Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage and removal of potentially infectious medical waste generated in the Property, and Tenant shall provide incineration or other proper disposal of same. This includes, but is not limited to:

- (a) Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.
- (b) Pathological Wastes - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.
- (c) Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.
- (d) Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.
- (e) Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades. Unused sharps should be considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and

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suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 15

EMINENT DOMAIN

15.1 If the Property or any portion thereof are taken as a result of the exercise of the power of eminent domain, or any transfer in lieu thereof, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Property by written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Property. If any material part of the Building or Property shall be taken as a result of the exercise of the power of eminent domain, whether or not the Property are affected, Landlord shall have the right to terminate this Lease by written notice to Tenant within thirty (30) days of the date of the taking. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Property remaining, except that the Rent and Additional Rent shall be reduced in the proportion that the floor area of the Property taken bears to the total floor area of the Property. Common Areas taken shall be excluded from the Common Areas usable by Tenant and no reduction of Rent shall occur with respect thereto or by reason thereof. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided that Landlord shall have no claim to any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business.

15.2 Notwithstanding any other provision of this Article, if a taking occurs with respect to all or any portion of the Property for a limited period of time, this Lease shall remain unaffected thereby and Tenant shall continue to pay Base Rent and Additional Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of any such temporary taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Property during the Term up to the total Base Rent and Additional Rent owing by Tenant for the period of the taking, and Landlord shall be entitled to receive the balance of any award.

15.3 Tenant waives and releases any right, under any applicable law, statute or ordinance now or hereafter in effect, to terminate this Lease in whole or in part due to a taking of the Property as a result of the exercise of the power of eminent domain.

ARTICLE 16

REAL ESTATE BROKERS

The brokers involved in this transaction are identified in Article 1. Each of Tenant and Landlord represents and warrants to the other that it has not had any dealings with any person, firm, broker or finder in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Tenant and Landlord do each hereby indemnify, defend and hold the other harmless from and against any costs, expenses, attorney's fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

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ARTICLE 17 ESTOPPEL CERTIFICATE

17.1 Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated and is in full force and effect; (iii) the amount of the current Base Rent; (iv) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (v) the amount of any Security Deposit paid and the validity of any charges made thereto by Landlord (or, if Tenant contests the validity of any such charges, stating why); (vi) that the Lease has not been subleased or assigned, or if it has been so subleased or assigned, the identity of the subtenant or assignee; and (vii) that Landlord is not in default under this lease (or, if Landlord is claimed to be in default, stating why). Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

17.2 At Landlord's option, the failure to deliver such statement within ten (10) days of such request shall be a material default of this Lease by the responding party, without any further notice to Tenant, or it shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's Base Rent has been paid in advance.

17.3 Tenant shall, when requested by Landlord from time to time but not more frequently than once each year, furnish a true and accurate audited statement of its financial condition for the last three (3) years; provided, however, that if Tenant is a publicly traded company Tenant may satisfy the requirements of this paragraph by providing Landlord with a copy of its Form 10-K.

ARTICLE 18 SALE OR ASSIGNMENT BY LANDLORD

18.1 It is agreed that Landlord may at any time sell, assign or transfer by lease or otherwise its interest as Landlord in and to this Lease, or any part thereof, and may at any time sell, assign or transfer its interest in and to the whole or any portion of the Property. In the event of any transfer of Landlord's interest in the Property, the transferor shall be automatically relieved of any and all of Landlord's obligations and liabilities accruing from and after the date of such transfer provided that the transferee assumes all of Landlord's obligations under this Lease.

18.2 Tenant hereby agrees to attorn to Landlord's assignee, transferee, or purchaser from and after the date of notice to Tenant of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made in the first instance by and between Tenant and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or the foreclosure of, any deed of trust, mortgage or other encumbrances placed by Landlord against all or any portion of the Property, Tenant shall, upon demand, attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed of trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Landlord under the Lease.

ARTICLE 19 SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord, as security for the performance of Tenant's obligations under this Lease, the security deposit set forth in Article 1 above (the "Security Deposit").

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Upon the occurrence of a Default, and upon written notice to Tenant Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant, within five (5) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no Default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the Term and vacation of the Property by Tenant. Landlord shall, subject to the terms and conditions of this Lease, transfer the Security Deposit to any *bona fide* purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit; and Landlord shall be relieved of any liability with respect to the Security Deposit.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

20.2 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate equal to the Prime Rate plus 5%. For purposes hereof, the "Prime Rate" shall be the per annum interest rate as published in the Wall Street Journal as of the date of the payment in question (reflected as the "Latest Prime Rate" at http://online.wsj.com/mdc/public/page/2_3020-moneyrate.html). Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

20.3 Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

20.4 Entire Agreement; Amendments. This instrument, including the exhibits hereto, which are incorporated herein and made a part of this Lease, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Tenant hereby acknowledges that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Building, the Property, or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. This Lease may be amended or modified only by a written agreement signed by Landlord and Tenant.

20.5 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address set forth in the Article 1. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes except that upon Tenant's taking possession of the Property, the Property shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

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20.6 Waivers; Modifications.

(a) No failure by Landlord to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Rent or Additional Rent during the continuance of any such breach, and no acceptance of the keys to or possession of the Property prior to the expiration of the Term by any employee or agent of Landlord shall constitute a waiver of any such breach or of such term, covenant or condition or operate as a surrender of this Lease.

(b) Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. The consent of Landlord given in any instance under the terms of this Lease shall not relieve Tenant of any obligation to secure the consent of Landlord in any other or future instance under the terms of this Lease.

20.7 Recording. This Lease shall not be recorded without Landlord's consent. However, either Landlord or Tenant may, upon request of the other execute, acknowledge and deliver to the requesting party a "short form" memorandum of this Lease for recording purposes if the non-requesting party consents to the recording of such memorandum.

20.8 Holding Over. Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify, defend and hold Landlord harmless against all damages, liabilities and costs, including, but not limited to, attorneys' fees, incurred by Landlord from any delay by Tenant in vacating the Property. If Tenant, with Landlord's consent, remains in possession of the Property or any part thereof after the expiration of the Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the Rent payable shall be two hundred percent (200%) of the Rent payable immediately preceding the Termination Date of this Lease. Any holding over without Landlord's consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies provided hereunder, notwithstanding that Landlord may elect to accept one or more payments of Rent from Tenant.

20.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.10 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

20.11 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Property is located and any litigation concerning this Lease between the parties hereto shall be initiated in county in which the Property is located.

20.12 Subordination.

(a) This Lease, and any Option or right of first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Property shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is

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otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Landlord shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease and such Options shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 19.12.

20.13 Attorney's Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

20.14 Waiver of Jury Trial. LANDLORD AND TENANT VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT IT HAS CONSULTED WITH AND BEEN COUNSELED BY COMPETENT COUNSEL CONCERNING THE WAIVER SET FORTH IN THIS SECTION AND HAS KNOWINGLY MADE SUCH WAIVER.

20.15 Landlord's Access.

(a) Landlord reserves (for itself, its Property Manager, and any other designated agent, representative, employee or contractor) the right to enter the Property at all reasonable times and, except in cases of emergency, after giving Tenant reasonable notice, to inspect the Property, to supply any service to be provided by Landlord hereunder, to show the Property to prospective purchasers, mortgagees or, during the last year of the Term of this Lease, Tenants, to post notices of nonresponsibility, and to alter, improve or repair the Property and any portion thereof, without abatement of Rent or Additional Rent, and may for that purpose erect, use and maintain necessary structures in and through the Property, where reasonably required by the character of the work to be performed, provided that the entrance to the Property shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property or any other loss occasioned thereby. All locks for all of the doors in, upon and about the Property, excluding Tenant's vaults and safes or special security areas (designated in advance in writing by Tenant) shall at all times be keyed to the Building master system and Landlord shall at all times have and retain a key with which to unlock all of said doors. Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in an emergency in order to obtain entry to any portion of the Property, and any entry to the Property or portions thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or an eviction, actual or constructive, of Tenant from the Property or any portion thereof.

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(b) Without limitation of the provisions of Section 19.15(a) above, Landlord and its authorized agents and representative shall be entitled to enter the Property at all reasonable times during business hours for the purpose of exhibiting the same to prospective purchasers and, during the final ninety (90) days of the Term, Landlord shall be entitled to exhibit the Property for hire or for rent and to display thereon in such manner as will not unreasonably interfere with Tenant's business the usual "For Rent" or "For Lease" signs, and such signs shall remain unmolested on the Property.

20.16 Signs. Subject to Landlord's prior right to approve same which will not be unreasonably withheld, and subject to all applicable laws and ordinances governing same, Tenant shall have the right at its sole cost to install an identification sign on the exterior of the Property. If Landlord installs any outside monument or other signage, Tenant shall have the right to include its name and identification on such sign at its sole cost and expense and be given largest area for signage provided Tenant is the largest occupant in the Building. Tenant shall also be allowed to erect signage on the Building facing Western Avenue at its cost, with size and design to be approved prior by Landlord, which will not be unreasonably withheld, and subject to all applicable laws and ordinances governing same. Tenant shall not place any additional signage upon the Property without Landlord's prior written consent.

20.17 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

20.18 Quiet Possession. Tenant, upon paying the Rent due hereunder and performing all of its obligations under this Lease, shall have quiet possession and peaceful enjoyment of the Property for the entire Term subject to all of the provisions of this Lease.

20.19 Authority. If Tenant is a corporation or a limited liability company, Tenant and each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant as follows: Tenant is an entity duly formed and validly existing and in good standing under the laws of its state of organization and qualified to do business in the State of Illinois. Tenant has the power, legal capacity and authority to enter into and perform its obligations under this Lease and no approval or consent of any person is required in connection with the execution and performance hereof. The execution and performance of Tenant's obligations under this Lease will not result in or constitute any default or event that would be, or with notice or the lapse of time would be, a default, breach or violation of the organizational instruments governing Tenant or any agreement or any order or decree of any court or other governmental authority to which Tenant is a party or to which it is subject. Tenant has taken all necessary action to authorize the execution, delivery and performance of this Lease and this Lease constitutes the legal, valid and binding obligation of Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

20.20 Security Measures. Tenant acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Property. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses.

20.21 Lender Modification. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required by an institutional lender in connection with the obtaining of normal financing or refinancing of the Property.

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20.22 Work Letter. This Lease is supplemented by the Work Letter attached hereto as Exhibit C, and incorporated herein by this reference.

20.23 Accord and Satisfaction. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

20.24 Guaranty. As additional security for the prompt, full and faithful performance of each and every obligation of Tenant hereunder, said obligations have been guaranteed by the "Guarantor" described in Article 1 above pursuant to the Guaranty of Lease attached hereto as Exhibit D.

20.25 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

20.26 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or after the execution and delivery of this Lease, and shall not disclose the same to others; provided, however, that it is understood and agreed that the Parties may disclose such data and information to their employees, consultants, lenders, accountants as necessary to perform their respective obligations hereunder. In the event this Lease is terminated by either Party, all statements, documents, schedules, exhibits or other written information obtained in connection with this Lease shall be returned to the respective Party. The terms of this paragraph shall not apply to information that is otherwise available to the public.

20.27 Attachments. Attached hereto are the following documents which constitute a part of this Lease:

Exhibit A	Rules and Regulations for Office Lease
Exhibit B	Commencement Date Agreement
Exhibit C	Work Letter Agreement
Exhibit D	Guaranty of Lease

[SIGNATURES ON FOLLOWING PAGE]

**ATTACHMENT 2
Site Ownership****Signature Page**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Office Lease as of the dates following the parties' signatures below (the last of which dates shall be the Commencement Date of this Lease).

LANDLORD:

Meridian Investment Partners, LLC, an Illinois limited liability company

By: _____

Manager

Date: _____, 2020

TENANT:

DIALYSIS CARE CENTER CHICAGO HEIGHTS, LLC,
an Illinois limited liability company

By: _____

Its: _____

Date: _____, 2020

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EXHIBIT A

RULES AND REGULATIONS FOR OFFICE LEASE

Tenant shall faithfully observe and comply with the following Rules and Regulations.

1. Tenant shall not alter any locks or install any new or additional locks or bolts on any doors or windows of the Property without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant, and Tenant shall at all times make sure that landlord has keys to the Property.
2. Tenant, its employees and agents must be sure that the doors to the Property are securely closed and locked when leaving the Property if it is after the normal hours of business of the Property. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Property during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.
3. No furniture, freight or equipment of any kind shall be brought into the Property without Landlord's prior authorization, not to be unreasonably withheld, conditioned or delayed. All moving activity into or out of the Property shall be scheduled with Landlord and done only at such time and in such manner as Landlord reasonably designates. Landlord shall have the right to reasonably prescribe the weight, size and position of all safes and other heavy property brought into the Property and also the times and manner of moving the same in and out of the Property. Safes and other heavy objects shall, if considered reasonably necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight, and Tenant shall be solely responsible for the cost of installing all supports. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Property, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.
4. The requirements of Tenant will be attended to only upon application at the office designated by Landlord. Tenant shall not ask employees of Landlord to do anything outside their regular duties without special authorization from Landlord.
5. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators or any landscaped areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Property. Smoking shall not be permitted in or on the Property.
6. The toilet rooms, urinals and wash bowls shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein.
9. Tenant shall not use or keep in or on the Property any kerosene, gasoline or other inflammable or combustible fluid or material.
10. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Property, or permit or allow the Property to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Property by reason of noise, odors, or vibrations, or to otherwise interfere in any way with the use of the Property.
11. No cooking shall be done or permitted on the Property, nor shall the Property be used for the storage of merchandise, for loading or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory approved equipment and microwave ovens may

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be used in the Property for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors of Tenant, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations; and provided further that such cooking does not result in odors escaping from the Property.

12. Landlord shall have the right to approve where and how telephone wires are to be introduced to the Property. No boring or cutting for wires shall be allowed without the consent of Landlord, not to be unreasonably withheld, conditioned or delayed. The location of telephone call boxes and other office equipment affixed to the Property shall be subject to the approval of Landlord. Except for the hanging of art work, bulletin boards and the like, Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster contained in the Property or in any way deface the Property or any part thereof without Landlord's prior written consent. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Property. Tenant shall not interfere with broadcasting or reception from or in the Property or elsewhere.

14. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

15. No awnings or other projection shall be attached to the outside walls or windows of the Project by Tenant. No curtains, blinds, shades or screens shall be attached to or hung in any window or door of the Property without the prior written consent of Landlord. All electrical ceiling fixtures hung in the Property must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Property. The skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Property shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles."

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

3. Parking stickers or identification devices, if any, shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charges as is reasonably established by Landlord for the loss of such devices. Loss or theft of parking identification stickers or devices from automobiles must be reported to the parking operator immediately. Any parking identification stickers or devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution.

4. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

5. Validation of visitor parking, if established, will be permissible only by such method or methods as Landlord may establish at rates determined by Landlord, in Landlord's sole discretion.

7. The maintenance, washing, waxing or cleaning of vehicles in the parking structure is prohibited.

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8. No vehicles shall be parked in the parking lot overnight. The parking lot shall only be used for daily parking and no vehicle or other property shall be stored in a parking space.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulation as in Landlord's commercially reasonable judgment may from time to time be necessary for the management, safety, care and cleanliness of the Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations.

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EXHIBIT B

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT is made this _____ day of _____, 2019, between **Meridian Investment Partners, LLC**, an Illinois limited liability company (as "**Landlord**") and **DIALYSIS CARE CENTER VOLLMER LLC**, an Illinois limited liability company (as "**Tenant**").

BACKGROUND:

- A. Landlord and Tenant entered into a certain Office Lease dated as of _____, 2019 (the "Lease") for the property at 222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL.
- B. Landlord has performed certain construction activities for the benefit of Tenant pursuant to the terms of the Lease.
- C. Landlord and Tenant desire to memorialize the Commencement Date and certain other terms of the Lease.

NOW, THEREFORE, the parties agree as follows:

- 1. All capitalized terms used herein and not otherwise defined have the meaning as set forth in the Lease.
- 2. Notwithstanding any provision of the Lease to the contrary:
 - (a) The Commencement Date is _____, 2021.
 - (b) The Possession Date is _____, 2021.
 - (c) The Rent Commencement Date _____, 2021.
 - (d) The Expiration Date shall be _____.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT 2
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IN WITNESS WHEREOF, Landlord and Tenant have executed this COMMENCEMENT DATE AGREEMENT as of the dates following the parties' signatures below.

LANDLORD:

Meridian Investment Partners, LLC, an Illinois limited liability company

By: _____

_____, Manager

Date: _____, 2021

TENANT:

DIALYSIS CARE CENTER VOLLMER, LLC, an Illinois limited liability company

By: _____

Its: _____

Date: _____, 2021

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EXHIBIT D

GUARANTY OF LEASE

WHEREAS, **DIALYSIS CARE CENTER VOLLMER, LLC**, an Illinois limited liability company ("Lessee") is party to a Office Lease dated _____, 2021, in which **Meridian Investment Partners, LLC**, an Illinois limited liability company is the lessor ("Lessor"); and

WHEREAS, **DIALYSIS CARE CENTER HOLDINGS, LLC**, an Illinois limited liability company (the "Guarantor") is affiliated with the Lessee, and desires that Lessor enter into the Lease described below, which lease transaction will benefit Guarantor;

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned Guarantor unconditionally guarantees the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Office Lease dated _____, 2021 related to the premises at 222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL 60805 (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. Guarantor further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantor).

This Guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until all rent, taxes, assessments and utilities and other liabilities under the Lease shall be fully paid and satisfied. In case of any Event of Default (as defined in the Lease), death, incompetency, dissolution, liquidation or insolvency (however evidenced) of, or the institution of any receivership proceeding or proceeding under the bankruptcy laws by either the Lessee or Guarantor, or the institution of any involuntary bankruptcy petition against Lessee or the Guarantor which shall not have been dismissed or withdrawn within 60 days after filing, any or all of the indebtedness hereby guaranteed then existing shall, at the option of Lessor, immediately become due and payable from Guarantor. Notwithstanding the occurrence of any such event, this Guaranty shall continue and remain in full force and effect.

The rent, taxes assessments and utilities guaranteed hereunder shall in no event be affected or impaired by any of the following (any of which may be done or omitted by Lessor from time to time, without notice to Guarantor): (a) any sale, pledge, surrender, compromise, settlement, release extension, indulgence, alteration, substitution, change in, modification or other disposition of any of said rent, taxes, assessments and utilities, or other liabilities, whether express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor; (b) any acceptance by Lessor of any security for, or other guarantors upon any of said rent, taxes, assessments and utilities or other liabilities; (c) any failure, neglect or omission on the part of Lessor to realize upon or protect any of said rent, taxes, assessments and utilities or other liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Lessee possessed by Lessor, toward the liquidation of said indebtedness, obligations or liabilities; (d) any application of payments or credits by Lessor; (e) any release or discharge in whole or in part of any other guarantor of said rent, taxes, assessments and utilities or other liabilities; or (f) any act of commission or omission of any kind or at any time upon the part of Lessor with respect to any

ATTACHMENT 2

Site Ownership

matter whatsoever. Lessor shall have the sole and exclusive right to determine how, when and to what extent application of payments and credits, if any, shall be made on said rent, taxes, assessments and utilities or other liabilities, or any part of them. In order to hold Guarantor liable hereunder, there shall be no obligation on the part of Lessor at any time to resort for payment to Lessee or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

Guarantor acknowledges and agrees that its liability pursuant to this Guaranty shall be and is joint and several with any other guaranty of said rent, taxes, assessments and utilities or other liabilities by any other person or entity, whether any such other guaranty now exists or hereinafter arises. Guarantor expressly waives presentment, protest, demand, notice of dishonor or default, and notice of acceptance of this Guaranty. Guarantor waives any claim to indemnification, reimbursement, contribution or subrogation from Lessee of any of said rent, taxes, assessments and utilities or other liabilities for any amount paid by the Guarantor pursuant to this or any other guaranty.

Lessor may without notice to the Guarantor, sell, assign or transfer all of its rights in and to the payments set forth in the Lease for rent, taxes, assessments and utilities and other liabilities, or any part thereof, and in that event, each and every immediate and successive assignee, transferee or holder of all or any part of said right to rent, taxes, assessments and utilities or other liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits.

No delay on the part of Lessor in the exercise of any right or remedy under any agreement (including but not limited to the Lease or this Guaranty) shall operate as a waiver thereof, including, but not limited to, any delay in the enforcement of any security interest, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Guaranty shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts wholly executed and performed within the boundaries of that state. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. The recitals set out above are incorporated herein as an integral part of this Guaranty. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

Guarantor represents and warrants to Lessor that: (a) the execution and delivery of this Guaranty, does not and will not contravene or conflict with any provisions of (i) law, rule, regulation or ordinance or (ii) any agreement binding upon the Guarantor or its properties, as the case may be; and (b) this Guaranty is the legal, valid and binding obligations of the Guarantor, enforceable against Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights and remedies of creditors and except as the availability of equitable remedies is subject to judicial discretion; and (c) the financial statements and other information submitted by the Guarantor to the Lessor accurately present the financial condition of Guarantor as of the date stated therein and there have been no material adverse changes in such financial conditions since those dates.

All notices and other communications required or permitted to be given to Guarantor or to Lessor shall be done in accordance with the procedure set forth in the Lease and in the case of Guarantor to the address set forth below the signature line of this Guaranty. Guarantor acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by it. Guarantor acknowledges that it has reviewed the Lease, and that Lessor has recommended to Guarantor that it be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

ATTACHMENT 2 Site Ownership

THIS GUARANTY OF LEASE HAS BEEN SIGNED AND DELIVERED ON THIS ____ DAY
OF _____, 2021.

DIALYSIS CARE CENTER HOLDINGS, LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

STATE OF ILLINOIS)

COUNTY OF _____)

) SS.

ACKNOWLEDGMENT

I, the undersigned, being a Notary Public in and for said State and County, certify that
_____ did appear before me this day in person and subscribed his/her name to
this GUARANTY OF LEASE as the Manager/Member of **DIALYSIS CARE CENTER HOLDINGS,**
LLC, as his/her free and voluntary act and as the free and voluntary act of said company for the uses and
purposes herein set forth. Subscribed and sworn to before me this ____ day of _____, 2021.

[SEAL]

[Notary Public]

ATTACHMENT 3
Operating Entity/Licensee

The operating entity will be Dialysis Care Center Vollmer, LLC. End Stage Renal Disease facilities are not licensed by the Illinois Department of Public Health. Attached as evidence of the entity's good standing is a Certificate of Good Standing issued by the Illinois Secretary of State.

ATTACHMENT 3
Dialysis Care Center Vollmer, LLC Certificate of Good Standing

File Number 0929916-5



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

DIALYSIS CARE CENTER VOLLMER LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 24, 2020, 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 DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2026901774 verifiable until 09/25/2021
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 25TH
day of SEPTEMBER A.D. 2020 .***

Jesse White

SECRETARY OF STATE

ATTACHMENT 4

Organizational Relationships

The facility is owned by Dialysis Care Center Vollmer, LLC a limited liability company organized in Illinois. Dialysis Care Center Vollmer, LLC, is a wholly owned subsidiary of Dialysis Care Center Holdings, LLC. Current and proposed organizational charts are included with this Attachment. All direct owners of a 5% or more interest in the applicant facility are identified in the organizational charts.

** Dialysis Care Center Holdings, LLC currently holds a 100% ownership interest in several other operating and approved (but not operational) ESRD facilities. A list of those facilities is included in Attachment 11.*

ATTACHMENT 4
Organizational Chart

Dialysis Care Center Holdings, LLC*



100%

Dialysis Care Center Vollmer, LLC

ATTACHMENT 5
Flood Plain Requirements -
Attestation Letter and Map



November 9, 2020

Courtney Avery
Board Administrator
Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Vollmer, LLC Flood Plain Requirements

Dear Ms. Avery:

As representative of Dialysis Care Center Vollmer, LLC, I Asim M. Shazzad, affirm that the proposed location for the establishment of Dialysis Care Center Vollmer complies with Illinois Executive Order #2005-5. The proposed location, 222 Vollmer Road, First Floor, Chicago Heights, IL 60411, is not located in a flood plain, as evidence please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

I hereby certify this true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

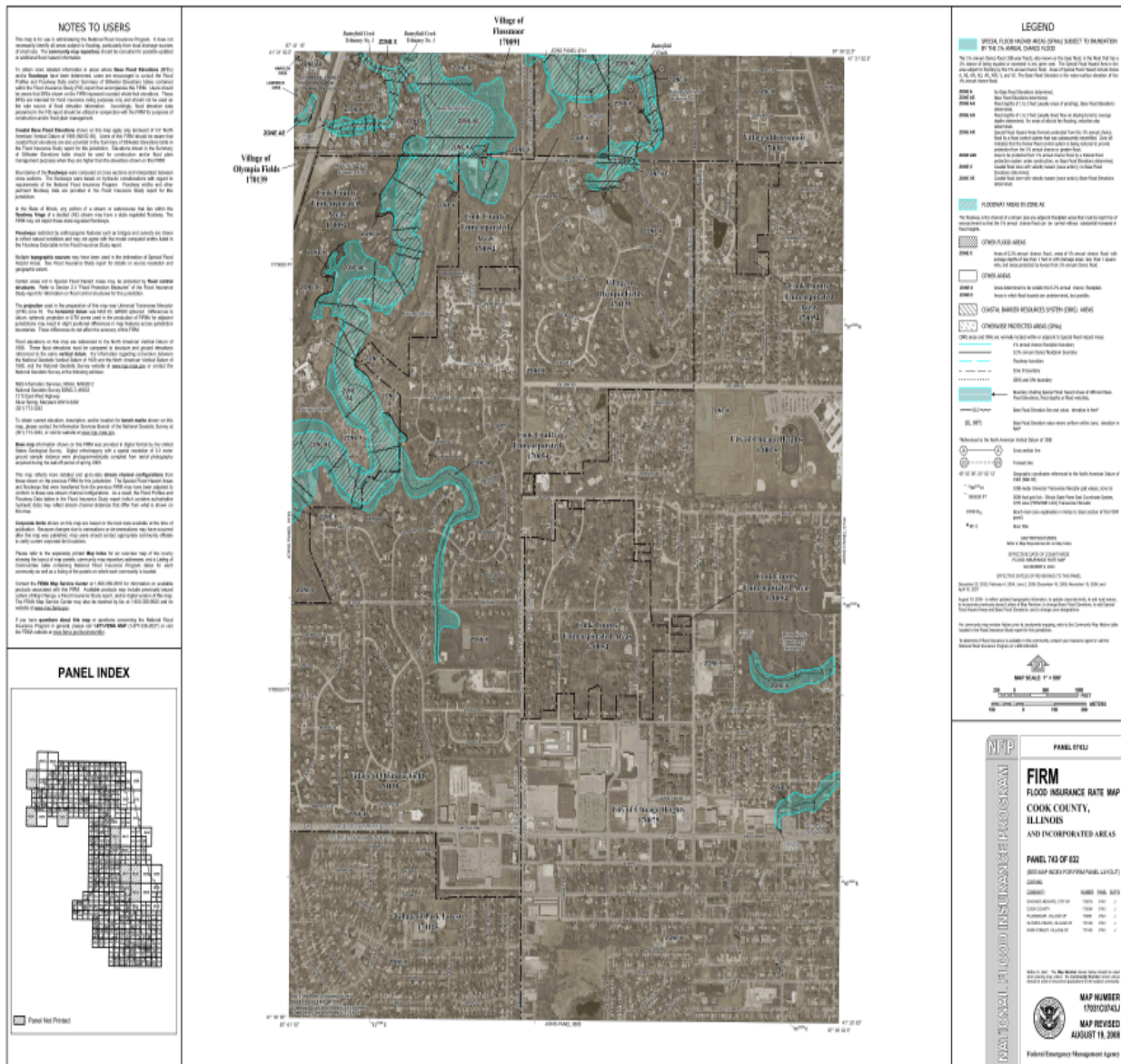
Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Vollmer, LLC

13969206 v1

ATTACHMENT 5

Flood Plain Requirements



ATTACHMENT 6
Historical Preservation Act Requirements

The applicant previously submitted a request for determination to the Illinois Department of Natural Resources- Preservation Services Division. A final determination was made on March 25, 2019 and the clearance remains in effect for two years from the date of issuance.

ATTACHMENT 6
Historical Preservation Act Requirements



Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov Mailing Address: 1 Old State Capitol Plaza, Springfield, IL 62701

JB Pritzker, Governor
Colleen Callahan, Director

FAX (217) 524-7525

Cook County
Chicago Heights
CON - Lease to Establish an ESRD Facility
222 Vollmer Road
SHPO Log #012021519

March 25, 2019

Asim Shazzad
Dialysis Care Center
15801 S. Bell Road
Homer Glen, IL 60491

Dear Mr. Shazzad:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please call 217/782-4836.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Appleman".

Robert F. Appleman
Deputy State Historic
Preservation Officer

19-015

RECEIVED

APR 01 2019

HEALTH FACILITIES &
SERVICES REVIEW BOARD

ATTACHMENT 7
Project and Sources of Funds Itemization

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	0	0	0
Site Survey and Soil Investigation	0	0	0
Site Preparation	0	0	0
Off Site Work	0	0	0
New Construction Contracts	0	0	0
Modernization Contracts	\$715,260	\$376,740	\$1,092,000
Contingencies	\$57,220	\$30,140	\$87,360
Architectural/Engineering Fees	\$30,000	\$15,000	\$45,000
Consulting and Other Fees	\$15,000	\$15,000	\$30,000
Movable or Other Equipment (not in construction contracts)	\$386,000	\$65,000	\$451,000
Bond Issuance Expense (project related)	0	0	0
Net Interest Expense During Construction (project related)	0	0	0
Fair Market Value of Leased Space or Equipment	\$491,830.42	\$259,055.72	\$750,886.14
Other Costs To Be Capitalized	0	0	0
Acquisition of Building or Other Property (excluding land)	0	0	0
TOTAL USES OF FUNDS	\$1,695,310.42	\$760,935.72	\$2,456,246.14
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$1,203,480	\$501,880	\$1,705,360
Pledges	0	0	0
Gifts and Bequests	0	0	0
Bond Issues (project related)	0	0	0
Mortgages	0	0	0
Leases (fair market value)	\$491,830.42	\$259,055.72	\$750,886.14
Governmental Appropriations	0	0	0
Grants	0	0	0
Other Funds and Sources	0	0	0
TOTAL SOURCES OF FUNDS	\$1,695,310.42	\$760,935.72	\$2,456,246.14

Project Costs	Total
New Construction Contracts	1,092,000.00
Contingencies	87,360.00
Architectural/Engineering Fees	45,000.00
Consulting	30,000.00
Moveable and Other Equipment	
Communications	11,000.00
Water Treatment	160,000.00
Clinical Furniture	21,000.00
Bio-Medical Equipment	13,500.00
Clinical Equipment	192,500.00
Office Furniture	23,000.00
Office Equipment	29,000.00
Total Moveable and Other Equipment	<u>450,000.00</u>
Fair Market Value of Leased Space	750,886.14
Total Project Cost	<u>2,455,246.14</u>

ATTACHMENT 9
Cost Space Requirements

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	\$1,695,310.42	4,680			4,680		
Total Clinical	\$1,695,310.42	4,680			4,680		
NON REVIEWABLE							
Administrative	\$760,935.72	2,490			2,490		
Total Non-clinical	\$760,935.72	2,490			2,490		
TOTAL	\$2,456,246.14	7,170			7,170		

ATTACHMENT 11

Background of the Applicant

The following information is provided to illustrate the qualifications, background and character of the Applicant and to assure the Health Facilities and Services Review Board that the proposed in-center hemodialysis, End Stage Renal Dialysis ("ESRD") facility will provide a property standard of health care services for the community.

Dialysis Care Center Vollmer, LLC

1. The proposed project is brought by Dialysis Care Center Vollmer, LLC a wholly owned subsidiary of Dialysis Care Center Holdings, LLC. The ownership of Dialysis Care Center Vollmer, LLC is reflected in Attachment 4.

2. Dialysis Care Center Vollmer, LLC does not directly have an ownership interest in any other health care facility. However, Dialysis Care Center Holdings, LLC which is owned 100% by physician owners does maintain ownership in excess of 5% in multiple other healthcare facilities described in the enclosed certification. The applicants certify that there have been no adverse actions taken during the three (3) years prior to the filing of this Application. A letter certifying to the above information is included at Attachment 11.

3. We have included a letter authorizing access to the HFSRB and IDPH to verify information about the applicant at Attachment 11.

Background of Dialysis Care Center Holdings, LLC

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

Dialysis Care Center Holdings, LLC ("DCC") is a physician owned and operated entity that operates multiple ESRD facilities in the State of Illinois. Drs. Morufu O. Alausa and Sameer M. Shafi equally own the applicant entities. Dr. Alausa is a board certified Nephrologist and published author of multiple paper covering a diverse range of issues relevant to his medical practice. He is widely recognized for his work and has been published in the New England Journal of Medicine. In 2007, he was named one of America's best physicians. Dr. Shafi previously served as Chief Resident at the prestigious Mount Sinai School of Medicine and was key driver behind the launch of the nation's first Staff Enhanced Home Hemodialysis program. He is well known in his field as an expert in treating patients with chronic kidney disease.

Since obtaining approval for its first ESRD facility, DCC has developed a considerable patient base and, so as to be able to serve this patient population, has taken the steps necessary to obtain regulatory approval for ten (10) ESRD facilities throughout Northern Illinois. This commitment to its growing patient population has provided patients in the region with much needed options for them to obtain dialysis care for their chronic kidney conditions. The overwhelming majority of care available for chronic kidney conditions are provided by one of two global providers. While they are an important component of the healthcare delivery system, so too are independent providers. As an independent operator, DCC is able to work closely with its patients and recognize the unique needs of the community its facilities serve. This has allowed DCC to invest significant time and capital in expanding its operations to areas of the region where there are limited options and an unmet need for additional dialysis stations.

ESRD patients need options beyond the behemoth providers of dialysis care. So, too, do physicians seeking to focus more on their patients and on the advancement and refinement of ESRD care. One such example is DCC's commitment to educating its patients on the option of home dialysis care. DCC take a holistic approach to improving patient outcomes and places a huge emphasis on one-

on-one attention. Its medical staff, partakes in a cutting edge education program known as Staff Enhanced Hemodialysis ("SEH"). DCC facilities are intentionally designed to be smaller and that is because this allows for an environment that allows staff to efficiently monitor patients through the entire hemodialysis treatment process.

In addition to in-Center hemodialysis, DCC is committed to offering other treatment options to its patients including peritoneal dialysis and home hemodialysis. In particular home hemodialysis has become an increasingly essential option for patients. The Center for Medicare and Medicaid Services ("CMS") itself released their ESRD Treatment Choices model to improve the quality of care and reduce Medicare expenditures for patients with chronic kidney disease. CMS has noted that ESRD patients suffer from poor health outcomes and are at increased risk of complications with underlying diseases. As the country continues to deal with COVID-19 it is clear that ESRD patients are especially susceptible to contracting the disease. If ever it were important to continue the expansion of access to this line of care, now is the time.

The ETC Model represents a fundamental change in the disbursement of Medicare payments from the traditional fee-for-service payments to payments where providers are incentivized for encouraging receipt of home dialysis and kidney transplants. Utilization of home dialysis in the United States is far less than in other developed nations and was only about 12% in 2016. Studies have shown that for patients who require dialysis, dialyzing at home is often preferred by patients and physicians. The benefits include increased independence and quality of life. As part of this transition to the ETC Model, DCC has begun evaluating utilizing certain stations at its existing facilities as transitional care units. This reflects that the driving interest of DCC is the welfare of its patients, rather than the generation of revenue.

Dialysis Care Center's success is based in providing the following to its patients:

- Following a patient discharge from the hospital, a patient is afforded multiple physician visits within 30 days to ensure smooth transition to dialysis treatment at either a DCC facility or at home;
- Upon hospital discharge patients receive 100% medication reconciliation;
- Ensure open communication between nursing and medical staff and hospital discharge planners to allow for the best patient experience in transition to a DCC facility for dialysis treatment; and
- Continuation of antibiotics and hospital infusive therapies.

DCC also utilizes Clarity, and electronic health record ("EHR") system that was created specifically for dialysis clinics. The Clarity EHR system gives medical staff the ability to maintain real-time communication between physicians and hospitals to ensure patient needs are efficiently addressed.

ATTACHMENT 11
Background of the Applicant -
Certification and Authorization Letter



November 2, 2020

Courtney Avery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

Dear Ms. Avery:

As representative of Dialysis Care Center Holdings, LLC, and Dialysis Care Center Vollmer, LLC, I, Morufu O. Alausa, MD, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health (IDPH) to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I verify that, Dialysis Care Center Vollmer, LLC, owns no other healthcare facilities and has had no adverse action in the past three (3) years.

I further verify that, Dialysis Care Center Holdings, LLC, owns multiple other healthcare facilities, including:

Dialysis Care Center Beverly
Dialysis Care Center Rockford
Dialysis Care Center of Oak Lawn
Dialysis Care Center of Olympia Fields
Dialysis Care Center Hazel Crest
Dialysis Care Center Evergreen Park
Dialysis Care Center Elgin
Dialysis Care Center McHenry

None of the facilities listed above have had an adverse action in the past three (3) years.

I hereby certify this is true and based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

A handwritten signature in black ink, appearing to read "Morufu O. Alausa", is written over a horizontal line.

Morufu O. Alausa, MD
Chief Executive Officer and President
Dialysis Care Center Holdings, LLC
Dialysis Care Center Vollmer, LLC

15801 S. Bell Road, Homer Glen, IL 60491 | P 708-645-1000 | F 708-645-1001
www.dccdialysis.com

ATTACHMENT 11
Background of the Applicant -
List of Dialysis Care Center Holdings, LLC Facilities

Dialysis Care Center Holdings, LLC affiliated Illinois health care facilities currently operating include:

Dialysis Care Center Beverly
10801 S. Western Ave., Ste 100
Chicago, IL 60643

Dialysis Care Center Rockford
6940 Villagreen View
Rockford, IL 61107

Dialysis Care Center of Oak Lawn
9115 S. Cicero Ave., Ste 300
Oak Lawn, IL 60453

Dialysis Care Center of Olympia Fields
3322 Vollmer Rd., Ste A
Olympia Fields, IL 60461

Dialysis Care Center of Hazel Crest
18325 Pulaski Road
Hazel Crest, IL 60429

Dialysis Care Center of Evergreen Park
9834 South Kedzie Avenue
Evergreen Park, IL 60805

Dialysis Care Center of Elgin
995 North Randall Road
Elgin, IL 60124

Dialysis Care Center of McHenry
McHenry 612 State Route 31, Ste A
McHenry, IL 60050

ATTACHMENT 11
Background of the Applicant -
List of Dialysis Care Center Holdings, LLC Facilities

Dialysis Care Center Holdings, LLC affiliated Illinois health care facilities currently under construction include:

Dialysis Care Center Evergreen Park- Project #18-019
9834 S Kedzie Avenue, First Floor
Evergreen Park, Illinois 60805

Dialysis Care Center Rockford- Project 19-044
1007 Riverside Boulevard
Rockford, Illinois 61103

ATTACHMENT 12

Purpose of the Project

The purpose of this project is to re-locate an ESRD facility within the Health Service Area ("HSA") to better address the growing population of ESRD patients in HSA 7, and specifically in Chicago Heights and Cook County. As the Board knows, in 2019, the applicant previously brought forth an application to establish a facility in the city of Chicago Heights, located in HSA 7. That application was considered by the Health Facilities and Services Review Board ("HFSRB") but, ultimately, was not approved by the Board. Core to the Board's decision was a question of whether or not it was necessary to increase the complement of ESRD stations to improve access to care. The Applicant closely listened to the feedback it received from the Board members. Armed with the new insight and guidance from the Board regarding the concerns regarding adding to the number of ESRD stations in the community, the applicant began evaluating how it could best to meet the growing needs of its patients while respecting and working within the Board's rules and the established planning process. The answer became evident upon considering the core principles of the Certificate of Need program - ***better utilization of an existing facility without adding new stations.***

The Certificate of Need program strives to increase access to necessary care, especially for indigent and underserved communities, without ever sacrificing quality and without unnecessarily increasing cost. Core to that idea is that prior to creating new healthcare facilities, an assessment should be made as to whether the necessary care can be provided by better utilizing existing healthcare services. Oftentimes, for a variety of reasons, that is not possible. However, we are confident with the presentment of this project, that it can be accomplished here. Having identified and obtained control over existing underutilized stations, DCC can provide the care it considered (and still considers) so necessary without impacting the volume of stations within the HSA.

DCC recently submitted Exemption #053-20 to acquire 9 stations from Concerto Dialysis. There were no written comments submitted opposing the project and no public hearing was requested. The Board Chair approved DCC's acquisition on November 16, 2020. Approval of Exemption #053-20 will help, in the short term, to alleviate the access challenges that are currently facing its patient population. It also will result in the better utilization of an existing underutilized facility. However, DCC was transparent it is submission of the COE application. As part of that application, Applicant clearly stated its plans to relocate to an updated facility.

Applicant stated, "We believe this to be a win-win situation but, in the interest of complete transparency, we wanted to outline herein the complete goals of DCC in undertaking this change of ownership so that, should the Board members have any questions, all such issues could be vetted now, thereby avoiding the potential waste of valuable healthcare resources. (p. 47, Exemption #053-020). Having no objections or concerns raised by the public, competitors, HFSRB Staff, or the Board members, we are hopeful that this will translate to support for this proposed project.

DCC has evaluated the cost involved in modernizing the existing facility and the cost of relocating the facility and utilizing the space already controlled by DCC. From a fiscal standpoint it would be more cost effective, would better serve its patient population, and would better increase access to care. The applicants' goal is the orderly re-location of the facility, subject of course to HFSRB approval. This project will accomplish all of HFSRB's goals and address all of its identified concerns. DCC now has increased access to existing stations in which to provide care today, but hopes to have a modernized facility in the Chicago Heights area for tomorrow. DCC is approaching this project in a way continuing to prioritize the ability to promote home dialysis care and it will have accomplished this while addressing the HFSRB members' concerns of avoiding an unnecessary increase to the inventory of dialysis stations within the HSA.

An additional aspect of this project is that the Applicant is committed to providing its patients who options on where best they want to receive their dialysis. For some patients that will be directly in the center itself, and for others it will be at home after receiving transitional care at this facility. Transitional care in dialysis is an innovative model designed to help people transition more gently into whatever

modality of dialysis care best suits their needs. It allows for consideration both of clinical factors as well as lifestyle needs. The model is designed to promote several very important considerations: (1) medical recovery; (2) emotional adjustment; and (3) education of all available treatment options (which should include all available dialysis modalities and the potential for transplant). This approach is designed to allow patient and provider to communicate and coordinate to evaluate what course of care will best suit the individual patient.

Patients who undergo transitional care are provided 1 to 2 months of a standardized orientation program in a separate area with a small number of machines. With better staffing ratios, more frequent dialysis, and a schedule of what will be offered to a patient each week, a transitional care option for patients allows new patients to become stable with gentle dialysis, start to cope with dialysis, and learn about their options, nutrition, and how to pay for treatment. This is crucial because it can help a patient learn how to cope with the new reality of their treatment plan and they can better plan on how to accommodate other responsibilities they may have like their employment. Families can sit with patients during dialysis to support and learn about the process. Patients who opt for transitional care get more one-on-one nursing, nutritional, psychosocial support as they consider different treatment options. DCC intends on having patient navigators who help with referrals for surgery and transplant evaluation and they get mentoring from patients who can talk with them about their experience with different types of dialysis and transplant.

ATTACHMENT 12

Purpose of the Project

11/17/2020

CMS Announces Transformative New Model of Care for Medicare Beneficiaries with Chronic Kidney Disease | CMS



Press release

CMS Announces Transformative New Model of Care for Medicare Beneficiaries with Chronic Kidney Disease

Sep 18, 2020 End-Stage Renal Disease, Innovation models

Today, the Centers for Medicare & Medicaid Services (CMS) announced it has finalized the End-Stage Renal Disease (ESRD) Treatment Choices (ETC) Model, to improve or maintain the quality of care and reduce Medicare expenditures for patients with chronic kidney disease. The ETC Model delivers on President Trump's Advancing Kidney Health Executive Order and encourages an increased use of home dialysis and kidney transplants to help improve the quality of life of Medicare beneficiaries with ESRD. The ETC Model will impact approximately 30 percent of kidney care providers and will be implemented on January 1, 2021 at an estimated savings of \$23 million over five and a half years.

"Over the past year, the Trump Administration has taken more action to advance American kidney health than we've seen in decades," said HHS Secretary Alex Azar. "This new payment model helps address a broken set of incentives that have prevented far too many Americans from benefiting from enjoying the better lives that could come with more convenient dialysis options or the possibility of a transplant."

"President Trump is tackling a longstanding problem for people with kidney disease because they deserve better than a system that perpetuates costly care and poor outcomes," said CMS Administrator Seema Verma. "He challenged us to deliver a new model that focuses on prevention and better quality of life for our Medicare beneficiaries, so they can spend less time in dialysis centers and more time living fuller lives."

Approximately twenty percent of dollars in traditional Medicare—\$114 billion a year—are spent on Americans with kidney disease. While more than 100,000 American who begin dialysis to treat end-stage renal disease each year, one in five will die within a year.

Many beneficiaries with ESRD suffer from poor health outcomes and face increased risk of complications with underlying diseases. For example, people with ESRD who get coronavirus disease 2019 (COVID-19) have higher rates of hospitalization. The current Medicare payment system and a lack of beneficiary education may encourage in-center hemodialysis as the default treatment for patients beginning dialysis. Having to travel to dialysis centers for their treatment also potentially exposes those with ESRD to illnesses like

<https://www.cms.gov/newsroom/press-releases/cms-announces-transformative-new-model-care-medicare-beneficiaries-chronic-kidney-disease>

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ATTACHMENT 12

Purpose of the Project

11/17/2020

CMS Announces Transformative New Model of Care for Medicare Beneficiaries with Chronic Kidney Disease | CMS

COVID-19.

The ETC Model will test shifting Medicare payments from traditional fee-for-service payments to payments where providers are incentivized for encouraging receipt of home dialysis and kidney transplants. This value-based payment model will encourage participating care providers to invest in and build their home dialysis programs, allowing patients to receive care in the comfort and safety of their home. Home dialysis gives patients the freedom to choose the therapy that works best with their lifestyles, without being tied to the dialysis facility's schedule.

The ETC Model also incentivizes transplantation by financially rewarding ESRD facilities and clinicians based on their transplant rate calculated as the sum of the transplant waitlist rate and the living donor transplant rate. Transplant waitlisting means that a beneficiary becomes eligible to get a kidney when one becomes available at their transplant center. Transplantation is widely viewed as the optimal treatment for most patients with ESRD, generally increasing survival and quality of life while reducing medical expenditures. In 2017 only 29.9 % of people with ESRD in the U.S. had a functioning transplant kidney, and only 2.9 % of ESRD patients received a transplant before needing to start dialysis. The model provides financial incentives to increase transplant waitlisting and avoid instead of dialysis, when appropriate.

Providers are encouraged to have early conversations with patients about treatment options. All beneficiaries attributed to participants in the ETC Model will maintain freedom of choice among healthcare providers, and all current beneficiary protections under Medicare are maintained in the Model. The incentive structure of the value-based care ETC Model encourages clinicians to care for the whole person and make real improvements to the beneficiaries' quality of life. CMS will monitor the financial impact over the course of the ETC Model.

The ETC Model builds on several of CMS's top kidney accomplishments as part of President Donald Trump's Advancing American Kidney Health initiative, which have included:

- Increasing payments for new renal dialysis drugs and biological products to encourage the development and investment in new transformative therapies.
- Changing transplant center requirements to give providers greater flexibility and freedom to support patients who need organ transplants.
- Establishing a transitional add-on payment adjustment to encourage the development of new and innovative equipment and supplies that would give beneficiaries more dialysis treatment options.
- Health Resources and Services Administration's (HRSA's) final rule amends the regulations implementing the National Organ Transplant Act of 1984, to remove financial barriers to organ donation by expanding the scope of reimbursable expenses incurred by

<https://www.cms.gov/newsroom/press-releases/cms-announces-transformative-new-model-care-medicare-beneficiaries-chronic-kidney-disease>

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Purpose of the Project

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CMS Announces Transformative New Model of Care for Medicare Beneficiaries with Chronic Kidney Disease | CMS

living organ donors to include lost wages, and child-care and elder-care expenses incurred by a caregiver.

- Announcing the Kidney Care Choices Model, which creates strong financial incentives for health care providers to manage beneficiaries with chronic kidney disease (CKD) to delay the onset of dialysis, and incentivize kidney transplantation.
- Proposing expanding the scope of reimbursable expenses incurred by living organ donors to include lost wages and child-care and elder-care expenses.

These actions aim to keep the patient at the center of their care with treatment options that improve their overall health outcomes, while saving healthcare dollars. The ETC model is the next opportunity for the agency to continue the wave of innovation to modernize Medicare.

For a fact sheet on the ETC Model, please visit: <https://www.cms.gov/newsroom/fact-sheets/end-stage-renal-disease-treatment-choices-etc-model-fact-sheet> More information on the model is available at: <https://innovation.cms.gov/initiatives/esrd-treatment-choices-model>

The ETC Model is part of a CMS final rule on specialty care models, which can be viewed at: <https://innovation.cms.gov/media/document/specialty-care-models-rule>

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ATTACHMENT 12

Purpose of the Project

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End-Stage Renal Disease Treatment Choices (ETC) Model Fact Sheet | CMS



Fact sheet

End-Stage Renal Disease Treatment Choices (ETC) Model Fact Sheet

Sep 18, 2020 End-Stage Renal Disease, Innovation models

Overview

The End-Stage Renal Disease (ESRD) Treatment Choices (ETC) Model is an innovative payment model that aims to test whether greater use of home dialysis and kidney transplantation for Medicare beneficiaries with ESRD will reduce Medicare expenditures, while preserving or enhancing the quality of care furnished to beneficiaries with ESRD. Both of these modalities have support among health care providers and patients as preferable alternatives to in-center hemodialysis, but utilization in the U.S. has been less than in other developed nations.

The ETC Model is expected to achieve these goals by adjusting certain payments to nephrologists and other clinicians managing beneficiaries with ESRD (Managing Clinicians) and ESRD facilities selected to participate in the Model. In particular, the Model will apply payment adjustments to the adjusted ESRD Prospective Payment System (PPS) per treatment base rate under the ESRD PPS to ESRD facilities required to participate, as well as the monthly capitation payment (MCP) to Managing Clinicians required to participate. These payment adjustments will offer the incentive to participating ESRD facilities and Managing Clinicians to work with beneficiaries and caregivers in the choice of treatment modality, and to provide additional resources to support greater utilization of home dialysis and kidney transplantation.

This fact sheet discusses major provisions of the ETC Model. The ETC Model is included in the Medicare Program; Specialty Care Models to Improve Quality of Care and Reduce Expenditures Final Rule. The final rule (CMS 5527-F) can be downloaded at: <https://innovation.cms.gov/media/document/specialty-care-models-rule>

Why develop a model for home dialysis and transplantation?

Both of these modalities, home dialysis and transplantation, have support among health care providers and patients as preferable alternatives to in-center hemodialysis, but utilization has been less than in other developed nations. For example, studies have shown that for patients who require dialysis, dialyzing at home is often preferred by patients and

<https://www.cms.gov/newsroom/fact-sheets/end-stage-renal-disease-treatment-choices-eto-model-fact-sheet>

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End-Stage Renal Disease Treatment Choices (ETC) Model Fact Sheet | CMS

that for patients who require dialysis, dialyzing at home is often preferred by patients and physicians.^[1] The benefits include increased independence and quality of life. Of all patients treated for ESRD, the percentage of home dialysis in the U.S. – about 12% in 2016 – falls far below that of other developed nations.^[2]

In addition, kidney transplantation is widely viewed as the best treatment for most patients with ESRD, generally increasing survival and quality of life while reducing medical expenditures. However, in 2017 only 29.9% of prevalent ESRD patients in the U.S. had a functioning transplant and only 2.9% of incident patients received a preemptive transplant.^[3] These rates are below those of other developed nations. Of 61 countries or areas reporting to the U.S. Renal Data System, the U.S. was ranked 39th in kidney transplants per 1,000 dialysis patients in 2016.^[4]

What is the ETC Model timeline?

The payment adjustments for those ESRD facilities and Managing Clinicians selected for participation in the ETC Model will apply to select Medicare claims with dates from January 1, 2021 through June 30, 2027.

The ETC Model was included in the proposed rule entitled Medicare Program; Specialty Care Models to Improve Quality of Care and Reduce Expenditures, CMS-5527-P. This notice of proposed rulemaking (NPRM) was published in the Federal Register on July 18, 2019. The public comment period for the Notice of Proposed Rule Making closed on September 16, 2019.

Will the ETC Model require Medicare payment adjustments for any health care providers?

The ETC Model will adjust payment on certain Medicare claims for the selected ESRD facilities and Managing Clinicians. For the ETC Model, a Managing Clinician is a Medicare-enrolled physician or non-physician practitioner who furnishes and bills the monthly capitation payment (MCP) for managing one or more adult ESRD beneficiaries. Medicare payment to ESRD facilities and Managing Clinicians not selected to participate in the Model will not be affected.

Why is CMS requiring participation for selected ESRD facilities and Managing Clinicians?

CMS is requiring participation in order to obtain model participation by a broader set of ESRD care providers than have participated in CMS models to date, and to support CMS's ability to conduct a robust evaluation of the Model test. Requiring participation for certain models helps CMS understand the impact on a variety of provider and supplier types so that the resulting data will be more broadly representative.

How will ESRD facilities and Managing Clinicians be selected to participate in the ETC

<https://www.cms.gov/newsroom/fact-sheets/end-stage-renal-disease-treatment-choices-et-model-fact-sheet>

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Model?

CMS will select ESRD facilities and Managing Clinicians to participate in the Model according to their location in randomly-selected geographic areas, stratified by region, so as to account for approximately 30% of adult ESRD beneficiaries in all 50 states and the District of Columbia. The geographic unit of selection will be the Hospital Referral Region (HRR). In addition, ESRD facilities and Managing Clinicians in HRRs for which at least 20% of the component zip codes are located in Maryland will be included in the Model's interventions unless otherwise excluded, so as to be consistent with the ongoing Maryland Total Cost of Care Model being tested in Maryland. Selected HRRs will be posted on the ETC Model website. Across the U.S., certain ESRD facilities and Managing Clinicians will be excluded from certain of the Model's interventions for serving low volumes of adult ESRD beneficiaries.

How will beneficiaries be attributed for the ETC Model?

Beneficiaries will be attributed to selected Managing Clinicians and ESRD facilities on a month-by-month basis for purposes of calculating certain payment adjustments under the Model. A beneficiary will generally be attributed to the ESRD facility accounting for the most dialysis treatments during the month, and to the Managing Clinician billing the first MCP for the month.

How will the Model alter Medicare payment for selected ESRD facilities and Managing Clinicians?

The ETC Model includes two types of payment adjustments. The first will be a positive adjustment on Medicare claims for home dialysis and home dialysis-related services during the initial three years of the Model, providing an additional payment to selected ESRD facilities and Managing Clinicians for supporting beneficiaries dialyzing at home and to incentivize investment in home dialysis. The second adjustment will apply to both home and in-center dialysis and dialysis-related claims, and could be either positive or negative. These adjustments, which are based on the participant's home dialysis rate and transplant waitlist rate and living donor transplant rate, will be made to the adjusted ESRD PPS per treatment base rate under the ESRD PPS for selected ESRD facilities and to the MCP for selected Managing Clinicians. Greater positive and negative adjustments for Model participants will be phased in over the duration of the Model.

Does the ETC Model include protections for beneficiaries or health care providers?

Yes, there will be safeguards for health care providers participating in the Model, as well as those beneficiaries who receive care from Model participants. In determining the home dialysis rate and the transplant waitlist rate and living donor transplant rate for

<https://www.cms.gov/newsroom/fact-sheets/end-stage-renal-disease-treatment-choices-etc-model-fact-sheet>

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participating ESRD facilities and managing clinicians for purposes of the performance payment adjustments, certain beneficiaries will be excluded, including those under age 18, in hospice, in nursing homes or skilled nursing facilities, diagnosed with dementia, and receiving dialysis for acute kidney injury only. CMS will monitor for potential coercion, steering, and inappropriate referrals to the targeted modalities by model participants, and assess the impacts of the Model on mortality and hospitalizations. Beneficiaries will maintain freedom of choice among health care providers, and all other current protections afforded under Medicare. An ESRD facility or Managing Clinician selected for participation in the Model will be required to post a notification to that effect, and there will be no change in beneficiary cost sharing amounts due to changes in payments under the Model test.

Does the ETC Model include Medicare benefit enhancements?

Yes. Under the Kidney Disease Education (KDE) benefit, Medicare currently covers up to six 1-hour session for beneficiaries with stage 4 CKD furnished by certain types of clinicians. CMS is conditionally waiving certain requirements for the KDE benefit to allow additional types of practitioners to furnish this service under the Model, and to permit this service to be furnished to beneficiaries with stage 5 CKD as well as certain beneficiaries with ESRD.

How will the ETC Model be evaluated?

In accordance with section 1115A of the Social Security Act, CMS will conduct an evaluation to assess the quality of care furnished under the ETC Model and changes in Medicare program spending. The evaluation will seek to determine whether the payment adjustments for Managing Clinicians and ESRD facilities under the model improves the uptake of home dialysis and transplants and reduces Medicare expenditures, while preserving or enhancing the quality of care for Medicare beneficiaries.

Model Resources

Model Website: <https://innovation.cms.gov/innovation-models/esrd-treatment-choices-model>

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[1] Rivara MB, Mehrotra R. The Changing Landscape of Home Dialysis in the United States. Current Opinion in Nephrology and Hypertension.2014; 23(6):586-591.doi:10.1097/MNH000000000000066; Mehrotra R, Chiu YW, Kalantar-Zadeh K, Bargman J, Vonesh E. Similar Outcomes With Hemodialysis and Peritoneal Dialysis in

<https://www.cms.gov/newsroom/fact-sheets/end-stage-renal-disease-treatment-choices-etl-model-fact-sheet>

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End-Stage Renal Disease Treatment Choices (ETC) Model Fact Sheet | CMS

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118. Doi:10.1001/archinternmed.2010.352; Ledebro I, Ronco C. The best dialysis therapy? Results from an international survey among nephrology professionals. Nephrology Dialysis Transplantation. 2008;6:403-408. doi:10.1093/ndtplus/sfn148; Schiller B, Neitzer A, Doss S. Perceptions about renal replacement therapy among nephrology professionals. Nephrology News & Issues. September 2010; 36-44; Ghaffarri A, Kalantar-Zadeh K, Lee J, Maddux F, Moran J, Nissenson A. PD First: Peritoneal Dialysis as the Default Transition to Dialysis Therapy. Seminars in Dialysis. 2013; 26(6): 706-713. doi: 10.1111/sdi.12125

[2] United States Renal Data System, Annual Data Report, 2018. Volume 2, Chapter 11: International Comparisons. Figure F11.12

[3] United States Renal Data System. Annual Data Report, 2018; Volume 2. Chapter 1: Incidence, Prevalence, Patient Characteristics, and Treatment Modalities.
https://www.usrds.org/2018/view/v2_01.aspx

[4] United States Renal Data System. Annual Data Report, 2018. Volume 2. Chapter 11. International Comparisons. Figure 11.16

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ATTACHMENT 13

Alternatives to the Project

1. Maintain / Improve Facility in Current Location.

Applicants evaluated the potential of renovating the existing facility and centering the focus of care at the location of the current facility. For a mixture of reasons, driven by increased economic costs and additional challenges to patient access, this alternative was not selected.

2. Not Pursue Replacement Facility (Maintain Status Quo)

In this scenario, there is no reason to believe the historical underutilization of these stations will be fully overcome because, as addressed above, there are patient access challenges to this location that are addressed by the relocation to Chicago Heights. Additionally, this will not offer the benefits that come from a modernized facility, designed to provide for patient needs both today and into tomorrow. For these reasons, this alternative was not selected.

3. Utilize Other Existing Facilities

This would be antithetical to the core principles that have driven this practice, and its patients, which is to ensure meaningful access to providers other than those global providers prevalent in virtually all communities. It would not be possible to provide access to the care necessary without utilizing these facilities which, by their nature, are not designed to afford the patient-driven care to which DCC is committed. This alternative was not feasible and, thus, was not chosen.

4. Pursue a Different Project.

The original project proposed was larger - 12 stations as compared to the 9 currently being proposed. Presentment of the 12 station model was not well received, in large part, because of the addition of stations to the HSA. While we could present this project seeking the original 12 stations, arguing that we are only adding three (3) stations to the HSA. This option was not selected because the applicant felt the risk was too great that the Board would conclude that it was simply out to get the project it originally wanted, rather than having listened to and learned from the feedback provided by the Board - resulting in this new proposal.

5. Project as Proposed

Significant time, energy, and expense were expended to assess the guidance provided by the HFSRB at its last consideration, to assess the Board rules and guiding principles, and to design a project that balanced the stated preferences of the Board with meeting the needs of the patient population. This is that project. We believe this to be a win-win situation in which existing stations will be better utilized and a core group of patients will end up with more meaningful access to care in a modernized facility. For these reasons, this alternative was chosen.

ATTACHMENT 14
Size of the Project

The square footage identified in this application for the proposed project includes 9 in-center hemodialysis stations. The state standard is 520 DGSF per dialysis station, and with this project's 9 stations there will be a total of 4,680 DGSF of clinical space. The project is necessary, not excessive, and consistent with the standards identified in Appendix B of 77 Illinois Admin Code Section 1110, as documented below.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD In-Center Hemodialysis	4,680 (9 Stations)	520 GSF per station	-	Yes

ATTACHMENT 15 Project Service Utilization

The applicants have identified 77 pre-ESRD patients (a total of 110 patients before accounting for a 30% patient loss prior to dialysis commencement) whose lab tests are indicative of active kidney failure. These patients live in HSA 7 and the surrounding communities. The individuals are expected to require dialysis services in the first two years after the Dialysis Care Center Vollmer facility begins operations. There is an expectation that, by the second year of operation, 50 of these patients would have been referred to this facility for treatment. The project utilization of this facility is based on the utilization target criteria found in 77 Ill. Admin. Code Section 1100.630(c).

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ESRD In-Center Hemodialysis	40	74%	80%	No
YEAR 2	ESRD In-Center Hemodialysis	50	92.5%	80%	Yes

ATTACHMENT 23
In-Center Hemodialysis

1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100

The proposed project seeks to establish a 9 station in-center hemodialysis facility in HSA 7. While technically this project seeks to add stations to an HSA, this project involves the relocation 9 stations previously known as Concerto Dialysis and currently owned and operated by the applicants. The applicants have filed a certificate of exemption application to discontinue the 9 stations currently in operation at 14255 S. Cicero Avenue, Crestwood, Illinois 60445 and seek to relocate them the proposed facility site. Therefore, ***the approval of this application will not result in any increase to HSA 7 station inventory.***

ATTACHMENT 23
In-Center Hemodialysis

1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

The Applicants attest that the primary purpose of the project is to provide necessary health care to the residents of HSA 7, which is where the proposed project will be physically located. The applicants are able to document that over 80% of the proposed patients to be treated at the facility reside within HSA 7. As evidence the applicants are including a list of historical patient data including the patient zip code, name of facility where the facility was referred for calendar year 2016-2018. The Applicants have also provided a referral letter from Dr. Suresh Samson and chart describing his current 110 CKD patients and indicates the city where they reside within the HSA, their zip code, and their current status as either a CKD level 3 or level 4 patient.

ATTACHMENT 23
In-Center Hemodialysis



November 19, 2020

Ms. Courtney Avery
Board Administrator
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Re: Dialysis Care Center Vollmer

Dear Ms. Avery,

My name is Suresh Samson, M.D. and I am Nephrologist at the Kidney Care Center. This letter contains the referral documentation required per 77 Ill. Admin. Code Section 1110.230(c). I am pleased to support the CON application to re-locate Dialysis Care Center Vollmer. I am confident that Dialysis Care Center Vollmer will improve access to necessary dialysis services for patients, many of whom are in the Chicago Heights area and the surrounding community.

I have witnessed exponential growth in the community's overall population and this has led to a proportional growth of ESRD patients in this area. Unfortunately, I have many pre-ESRD patients that I treat in my practice that I will anticipate referring to the Dialysis Care Center Vollmer Facility.

I currently have 110 CKD (3,4) patients in my practice, of these, I expect approximately 30% to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. My practice is committed to referring patients to in-center hemodialysis facilities that close to our patient's place of residence as we see firsthand the hardship experienced by patients who need to travel far distances for their dialysis treatments. To that end, I expect that approximately 50 of these patients would be referred to Dialysis Care Center Vollmer facility for dialysis treatments.

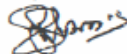
Additionally, as strong supporters of home dialysis through a home therapy program we are excited that Dialysis Care Center Vollmer will have transitional care units for those patients who are good candidates for home dialysis services.

I certify that the patient I propose to refer reside within the applicant's proposed geographic service area.

I further certify that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application. The information provided in this letter is true and accurate to the best of my knowledge.

Thank you for your consideration.

Sincerely,



Dr. Suresh Samson

ATTACHMENT 23
In-Center Hemodialysis

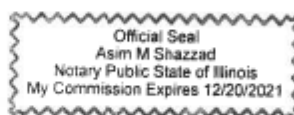


Notarization:

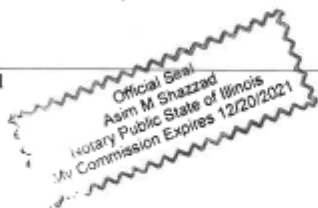
Subscribed and sworn to before me on this 20 day of November, 2020.

A handwritten signature in black ink, appearing to be "Asim M Shazzad", is written over a horizontal line.

Signature of Notary



Seal



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ATTACHMENT 23
In-Center Hemodialysis

Dr. Suresh Samson Chronic Patient Data

City	Zip Code	Stage 4	Stage 3
Chicago Heights	60411-60412	34	41
Park Forest	60466	5	8
Streger	60475	3	7
Flossmoor	60422	3	9
Total		45	65

ATTACHMENT 23 In-Center Hemodialysis

Dr. Suresh Samson Historical Patient Data 2016-2018

Dialysis Patient Census Kidney Care Center - Olympia Fields 2016		
Zip Code of Patient	Name of Facility Referred	Number of Patients
60411	Bria of River Oaks	1
60633	Bria of River Oaks	1
60445	Davita Country Club Hills	1
60472	Davita Country Club Hills	1
60478	Davita Country Club Hills	1
60428	Davita Hazel Crest	1
60429	Davita Hazel Crest	2
60430	Davita Hazel Crest	1
60478	Davita Hazel Crest	2
60443	Davita Olympia Fields	2
60425	Glenwood Nursing Home	1
60409	Davita Chicago Heights	1
60411	Davita Chicago Heights	4
60425	Davita Chicago Heights	3
60473	Davita Chicago Heights	1
60484	Davita Chicago Heights	2
60426	Davita Olympia Fields	1
60428	Davita Olympia Fields	1
60430	Davita Olympia Fields	1
60466	Davita Olympia Fields	1
46403	Glenshire Nursing Home	1
60429	Glenshire Nursing Home	1
60471	Glenshire Nursing Home	3
60637	Glenshire Nursing Home	1
60643	Glenshire Nursing Home	1
47907	Glenwood Nursing Home	1
60409	Glenwood Nursing Home	1
60425	Glenwood Nursing Home	2
60445	Glenwood Nursing Home	1
60455	Glenwood Nursing Home	1
60477	Windsor Estates	1
46408	Symphony of Crestwood	1
60428	Symphony of Crestwood	1
60445	Symphony of Crestwood	6
60452	Symphony of Crestwood	1
60453	Symphony of Crestwood	1
60465	Symphony of Crestwood	1

ATTACHMENT 23
In-Center Hemodialysis

60426	Davita Olympia Fields	1
60428	Davita Olympia Fields	1
60430	Davita Olympia Fields	1
60466	Davita Olympia Fields	1
60466	Davita Olympia Fields	1
60411	FMC Orland Park	1
46403	Glenshire Nursing Home	1
60429	Glenshire Nursing Home	1
60471	Glenshire Nursing Home	3
60637	Glenshire Nursing Home	1
60643	Glenshire Nursing Home	1
60425	Glenwood Nursing Home	1
47907	Glenwood Nursing Home	1
60409	Glenwood Nursing Home	1
60425	Glenwood Nursing Home	2
60445	Glenwood Nursing Home	1
60455	Glenwood Nursing Home	1
60411	Glenwood Nursing Home	1
60425	Glenwood Nursing Home	1
46408	Symphony of Crestwood	1
60428	Symphony of Crestwood	1
60445	Symphony of Crestwood	6
60452	Symphony of Crestwood	1
60453	Symphony of Crestwood	1
60465	Symphony of Crestwood	1
60471	Symphony of Crestwood	2
60472	Symphony of Crestwood	1
60428	Symphony of Crestwood	1
60430	Symphony of Crestwood	1
60445	Symphony of Crestwood	1
60617	Symphony of Crestwood	1
60477	Windsor Estates	1
		88

ATTACHMENT 23 In-Center Hemodialysis

60471	Symphony of Crestwood	2
60472	Symphony of Crestwood	1
TOTAL		57

Dialysis Patient Census Kidney Care Center - Olympia Fields 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients
60411	Bria of River Oaks	1
60633	Bria of River Oaks	1
60409	Davita Chicago Heights	1
60411	Davita Chicago Heights	4
60425	Davita Chicago Heights	3
60473	Davita Chicago Heights	1
60484	Davita Chicago Heights	2
60411	Davita Chicago Heights	1
60411	Davita Chicago Heights	3
60425	Davita Chicago Heights	2
60475	Davita Chicago Heights	2
60445	Davita Country Club Hills	1
60472	Davita Country Club Hills	1
60478	Davita Country Club Hills	1
60406	Davita Country Club Hills	1
60429	Davita Country Club Hills	1
60430	Davita Country Club Hills	1
60473	Davita Country Club Hills	1
60477	Davita Country Club Hills	2
60478	Davita Country Club Hills	2
60605	Davita Country Club Hills	1
60643	Davita Country Club Hills	1
60443	Davita Country Club Hills	1
60429	Davita Harvey	1
60428	Davita Hazel Crest	1
60429	Davita Hazel Crest	2
60430	Davita Hazel Crest	1
60478	Davita Hazel Crest	2
60430	Davita Hazel Crest	1
60620	Davita Hazel Crest	1
60430	Davita Hazel Crest	1
60443	Davita Olympia Fields	2

ATTACHMENT 23 In-Center Hemodialysis

Dialysis Patient Census

Kidney Care Center - Olympia Fields 2018	
Zip Code - Dialysis Center	Patient Total
60411 DAVITA CHICAGO HEIGHTS	5
60422 DAVITA CHICAGO HEIGHTS	1
60425 DAVITA CHICAGO HEIGHTS	1
60438 DAVITA CHICAGO HEIGHTS	1
60443 DAVITA CHICAGO HEIGHTS	1
60473 DAVITA CHICAGO HEIGHTS	1
60475 DAVITA CHICAGO HEIGHTS	1
60484 DAVITA CHICAGO HEIGHTS	1
60406 DAVITA COUNTRY CLUB HILLS	1
60425 DAVITA COUNTRY CLUB HILLS	1
60428 DAVITA COUNTRY CLUB HILLS	1
60430 DAVITA COUNTRY CLUB HILLS	1
60473 DAVITA COUNTRY CLUB HILLS	1
60478 DAV TA COUNTRY CLUB HILLS	2
60643 DAVITA COUNTRY CLUB HILLS	1
60429 DAVITA HAZEL CREST	1
60430 DAVITA HAZEL CREST	1
60473 DAVITA HAZEL CREST	1
60478 DAVITA HAZEL CREST	2
60620 DAVITA HAZEL CREST	2
60422 DAVITA OLYMPIA FIELDS	1
60429 DAVITA OLYMPIA FIELDS	1
60443 DAVITA OLYMPIA FIELDS	2
60466 DAVITA OLYMPIA FIELDS	1
60615 DAVITA STONY ISLAND	1
60619 DAVITA STONY ISLAND	2
60628 DAVITA STONY ISLAND	1
60637 DAVITA STONY ISLAND	1
60401 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60406 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60411 DIALYSIS CARE CENTER OLYMPIA FIELDS	11
60419 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60425 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60426 DIALYSIS CARE CENTER OLYMPIA FIELDS	4
60428 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60429 DIALYSIS CARE CENTER OLYMPIA FIELDS	5
60430 DIALYSIS CARE CENTER OLYMPIA FIELDS	7

ATTACHMENT 23
In-Center Hemodialysis

60438 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60443 DIALYSIS CARE CENTER OLYMPIA FIELDS	5
60445 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60452 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60461 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60466 DIALYSIS CARE CENTER OLYMPIA FIELDS	10
60471 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60472 DIALYSIS CARE CENTER OLYMPIA FIELDS	3
60473 DIALYSIS CARE CENTER OLYMPIA FIELDS	3
60475 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60477 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60478 DIALYSIS CARE CENTER OLYMPIA FIELDS	3
60484 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60487 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60628 DIALYSIS CARE CENTER OLYMPIA FIELDS	2
60803 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60827 DIALYSIS CARE CENTER OLYMPIA FIELDS	1
60617 FKC SOUTH DEERING	2
60621 FKC SOUTH DEERING	1
Grand Total	114

ATTACHMENT 23
In-Center Hemodialysis

1110.230(b)(3) - Planning Area Need - Service Demand -Establishment of Category of Service

This application involves the re-location of an existing 9 station facility HSA 7 to the proposed location within the same HSA. Included with this application is a referral letter from Suresh Samson, M.D. the proposed facility's Medical Direction. That letter provides historical patient information for 110 patients who are CKD level 3 and 4 patients from the planning area. Taking a conservative approach we anticipate that approximately 50 patients will be referred to the proposed facility in the next 24 months. This estimate takes into consideration attrition due to patient death, transplant, and return of proper kidney function. The patients that will be referred to this facility reside within 30 minutes or 5 miles of the proposed facility. This information is included in Attachment 11.

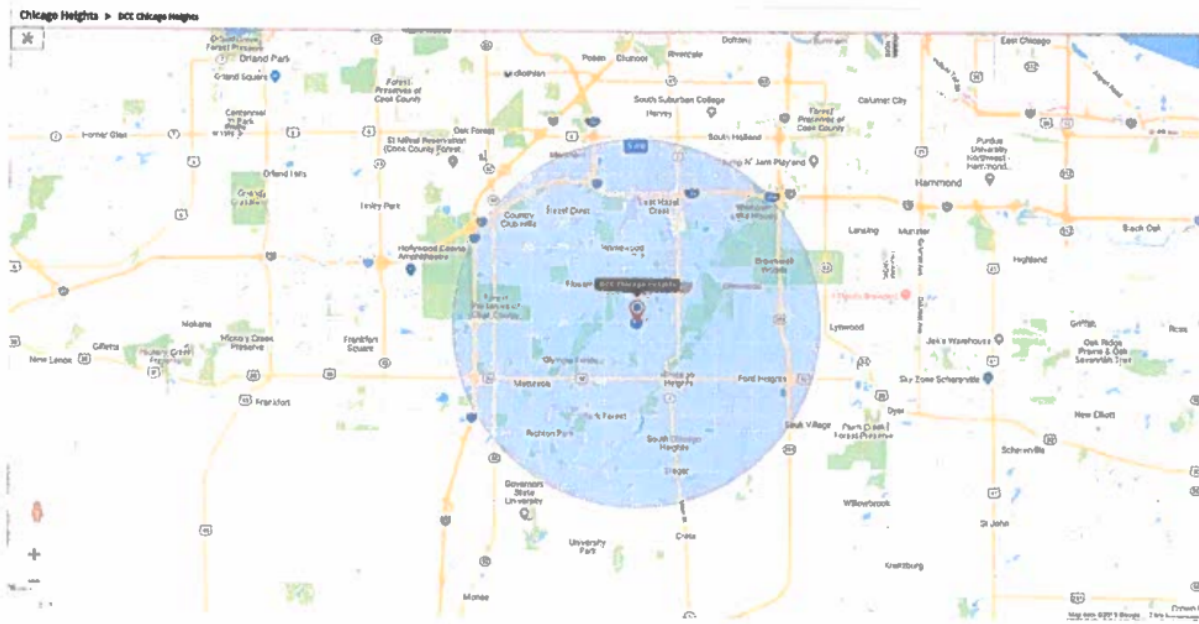
Furthermore, the Chicago Heights community where the facility is to be located and where the majority of patients reside is located in a medically underserved area as defined by Health Resources & Services Administration (<https://data.hrsa.gov/tools/shortage-area/mua-find>). According to the most recent inventory there is an excess of stations, however, this project is a re-location and will have no effect on the inventory or distribution of services of area providers.

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In-Center Hemodialysis**

Population of Zip Codes within a 5-mile radius of proposed clinic		
Zip Code	City	Population
60426	Markham	29,784
60428	Markham	12,344
60429	Hazel Crest	15,532
60478	Country Club Hills	17,173
60430	Homewood	19,835
60422	Homewood	9,821
60422	Flossmoor	9,403
60425	Glenwood	9,117
60461	Olympia Fields	4,836
60443	Matteson	21,145
60471	Richton Park	14,101
60466	Park Forest	22,115
60484	Park Forest	6,829
60411	Chicago Heights	58,136
60475	Steger	9,870
60476	Thornton	2,391
Total		262,432

Source: U.S Census Bureau, 2017 ACS 5-Year Population Estimate available at
https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

ATTACHMENT 23 In-Center Hemodialysis



ATTACHMENT 23

In-Center Hemodialysis

1110.230(c)(1)(2)(3) - Unnecessary Duplication of Services, Maldistribution, Impact of Project on Other Area Providers

The proposed facility will be located 222 Vollmer Road, First Floor, Chicago Heights, Illinois 60411. Included with this attachment is a list of zip code areas within 5 miles of the proposed facility site, the total population of the identified zip codes areas, and the name and locations of all existing or approved ESRD facilities within 5 miles of the proposed site.

Population of Zip Codes within a 5-mile radius of proposed clinic		
Zip Code	City	Population
60426	Markham	29,784
60428	Markham	12,344
60429	Hazel Crest	15,532
60478	Country Club Hills	17,173
60430	Homewood	19,835
60422	Homewood	9,821
60422	Flossmoor	9,403
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60411	Chicago Heights	58,136
60475	Steger	9,870
60476	Thornton	2,391
Total		262,432

Source: U.S Census Bureau, 2017 ACS 5-Year Population Estimate available at https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

ATTACHMENT 23 In-Center Hemodialysis

List of ESRD facilities within 5 miles of the proposed facility.

ESRD Name	ESRD Address	City	County	Zip Code	Stations
Fresenius Kidney Care Chicago Heights	15 E. Independence Drive	Chicago Heights	Cook	60411	12
Chicago Heights Davita	177 W. Joe Orr Road	Chicago Heights	Cook	60411	16
DaVita Country Hills Dialysis	4215 W. 167th Street	Country Club Hills	Cook	60478	24
Community Dialysis of Harvey	16641 S. Halsted St.	Harvey	Cook	60426	18
Dialysis Care Center Hazel Crest	18325 Pulaski Avenue	Hazel Crest	Cook	60422	12
Davita Hazel Crest	3470 W. 183rd Street	Hazel Crest	Cook	60429	20
Fresenius Kidney Care Hazel Crest	17524 E. Carriageway Drive	Hazel Crest	Cook	60429	16
DaVita Olympia Fields Dialysis Center	4557 West Lincoln Highway	Matteson	Cook	60443	24
Dialysis Care Center of Olympia Fields	3222 Vollmer Road	Olympia Fields	Cook	60461	11
Fresenius Kidney Care South Suburban	2609 Lincoln Hwy	Olympia Fields	Cook	60461	27
South Holland Renal Center	16110 LaSalle Street	South Holland	Cook	60473	24
Fresenius Kidney Care South Holland	17225 S. Paxton	South Holland	Cook	60473	24
Fresenius Kidney Care Steger	219 E. 34th Street	Steger	Cook	60475	18

The proposed facility will not result in the maldistribution of services. There are 157 stations in the 5 mile GSA surrounding the proposed facility. The population of the area is 262,432 and the ratio of stations to population is one station per every 1,672 residents. In the State of Illinois, the ratio of station to population is one station per 2,578 residents.

As previously noted the proposed facility will be located and serve identified patients from federally recognized medically underserved area. All the identified patients for the proposed facility will come from referrals from identified physicians and are on pre-ESRD list. No patients will be transferred from other existing dialysis facilities. The proposed dialysis facility will not lower utilization of other area providers that are operating below the target utilization standard and this re-location will not result in any changes to the HSA's station inventory.

ATTACHMENT 23

In-Center Hemodialysis

1110.230(e) - Staffing

The proposed facility will maintain the necessary clinical and professional staff to meet applicable state of Illinois regulations and certification criteria required by the Centers for Medicare and Medicaid Services (CMS). All patient care staff that are required to be registered with the Illinois Department of Financial and Professional Regulation will maintain their licenses and meet the requisite requirement for continued education. The staff shall also be required to complete an orientation program lead by the Medical Director. Annually all DCC staff are required to complete OSHA training, compliance training, CPR certification, skills competency, CVC competency, water quality training, and pass a competency exam. At all times the facility will maintain at least a 4 to 1 patient to staff ratio on the treatment floor. An RN will be on duty at all times that the unit is in operation.

Medical Director

- Dr. Suresh Samson will serve as the Medical Director for Dialysis Care Center Vollmer. Included with this attachment is a copy of his curriculum vitae. Dr. Samson has completed a board approved training program in nephrology and has well over 12 months experience provide care to patients receiving dialysis.

Facility Personnel

- Clinic Manager- This individual will be required to be a Registered Nurse (RN). The RN will have at least 12 months experience in providing care in a hemodialysis center;
- Patient Care Technician- This individual will meet all applicable State of Illinois requirements and shall document requirement for training and continued education;
- Additional RNs and patient care technicians will be hired as more patients begin obtaining treatment at the facility;
- Registered Dietician;
- Registered Master Level Social Worker;
- Equipment Technician; and
- Secretary.

At full capacity the facility will include a four total RNs, ten patient care technicians in addition to the aforementioned staff.

ATTACHMENT 23 In-Center Hemodialysis

SURESH SAMSON, M.D.
3322 Vollmer Road, Suite B
Olympia Fields, IL 60461
708-898-0811

EDUCATION:

7/11-6/13	Medical College of Wisconsin Fellowship – Nephrology
7/08-6/11	Yale University Bridgeport Hospital Residency – Internal Medicine
6/04-6/08	National Health System, United Kingdom Residency – Internal Medicine
6/96-5/02	Thanjavur Medical College – India Bachelor of Medicine and Surgery

WORK HISTORY:

7/13-Present	Kidney Care Center Olympia Fields – Olympia Fields, IL Nephrologist
	Concerto Medical Director
	Glenshire Medical Director

BOARD CERTIFICATION AND LICENSURE:

Specialist in Hypertension	June 2012
American Board of Internal Medicine	August 2011
American Board of Nephrology	November 2013
Wisconsin State Medical License	July 2011-October 2015
Illinois State Medical License	February 2013-Present

AWARDS, HONORS AND MEMBERSHIPS:

The Pasquale Perillie Award for Outstanding Leadership and Scholarship, Yale University
Bridgeport Hospital 2011

Member of American Society of Nephrology

SURESH SAMSON, M.D. (Page 2)

AWARDS, HONORS AND MEMBERSHIPS: (continued)

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Associate, American College of Physicians
Member of American Society of Hypertension
Member of General Medicine Council – United Kingdom

RESEARCH:

1. Evaluating the difference in urinary macromolecules and urinary net charge between Calcium Oxalate stone formers and non-stone formers
2. Evaluation of osmoregulation in stone formers and non-stone formers

PREVIOUS TRAINING:

2/08-6/08	Senior House Officer in Medicine University Hospital Lewisham, National Health Service (NHS), United Kingdom
8/07-1/08	Senior House Officer in Medicine Furness General Hospital, National Health Service (NHS), United Kingdom
2/7-7/07	Senior House Officer in Nephrology New Cross Hospital, National Health Service (NHS), United Kingdom
8/06-1/07	Senior House Officer in Medicine Bedford General Hospital, National Health Service (NHS), United Kingdom
8/05-7/06	Foundation Year 2 Wellsall Hospitals, National Health Services (NHS), United Kingdom
7/04-7/05	House Officer in Medicine Furness General Hospital, National Health Service (NHS), United Kingdom
6/02-4/04	Resident Medical Officer GD Hospital, Mayavaram, Tamil Nadu, India

GAP EXPLANATION:

5/04-7/04 Preparing for the PLAB exam in UK

SURESH SAMSON M.D. (Page 3)

PUBLICATIONS AND POSTER PRESENTATIONS:

Peer Reviewed Journal Articles/Abstracts

100

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In-Center Hemodialysis

S. Samson. *Correct use of antihypertensive drugs according to the principles of clinical Pharmacology*. American J Cardiovascular Drugs. 2011 Aug 1;11(4):285

P.-T.Liu, S. Samson, J.-D.Maurellet and C. Manthous. *Placement of the dialysis catheter in the right atrium or superior vena cava?* Clinical Nephrology. 2011 Mar; 75(3):169-70

Christian Rojas, Suresh Samson, Jorge Florindez, C Manthous. *Are international and American graduates equally ACGME competent? Results of a pilot study*. Connecticut Medicine Journal. 2011 Jan;75(1):31-4; quiz 35-6

S. Chalkias, S. Samson, A Sofair, E Tiniakou. *Post streptococcal cutaneous leukocytoclastic vasculitis – A case report*. Connecticut Medicine Journal. 2010 Aug.; 74(7): 399-402

Suresh Samson, Jay Krishnakarup, Vivian Argento. *Effect of low serum creatinine on Mortality/Morbidity in hospitalized Elderly population – a retrospective study of 4000 patients*. Amer Journal of Kidney Disease. Volume 55, Issue 4, B97, April 2010 suppl.

Santhi Adigopula, Varsha Badu, Konstantinos M Parperis, Sumi Sukumaran Nair, Suresh N Samson, Rukshin Vladimir, Janardhan Srinivasan, Zarich Stuart. *Hyperglycemia in Heart Failure Patients is Associated With Increased Length of Stay and Costs*. Abstract 1708. Circulation. 2009; 120:S548

Verma P, Samson S, Mond B. *A curious eruption: erythema gyratum repens in resolving pustular psoriasis*. Journal of European Academy of Dermatology and Venereology. 2008 May; 22(5): 637-8

POSTER PRESENTATIONS:

Suresh Samson M.D., Jay Krishnakarup MD, C. Gourineni MD, *Effect of low serum creatinine on Mortality/Morbidity in hospitalized Elderly Population- A retrospective study of 4000 patients*. Poster presented at NKF Spring Clinical Meeting, Florida. April 2010

Pei-Tsung Liu, Suresh Samson, *Placement of Dialysis catheter tip in the right atrium or SVC and incidence of arrhythmias? – a retrospective study of 200 acute dialysis patients*. Poster presented at AMA National Scientific Session; Houston, TX Nov. 2009

Suresh Samson, C. Rojas, Jorge FLorindez, C. Manthous. *International vs. American Graduates Basic Understanding of the ACGME Competencies*. Poster presented at ACP Regional conference; Southington, CT. Oct. 2009

SURESH SAMSON M.D. (Page 4)

POSTER PRESENTATIONS (continued)

ATTACHMENT 23

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Suresh Samson MD, Spyros Chalkias MD, Sandeep Ravi MD A rare case of splenic rupture due to Human Granulocytic Anaplasmosis – a case report. Poster presented at National ACP conference; Toronto, Canada. April 2010

Suresh N Samson, S. Ravi, S. Adigopula, C. Manthous. *RV Collapse secondary to cardiac tamponade presenting with Hypertensive crisis*. ACP Conference; Hartford, CT Nov 2008

ATTACHMENT 23
In-Center Hemodialysis

1110.230(f) - Support Services



November 9, 2020

Courtney Avery
Board Administrator
Health Facilities and Services Review Board
525 W Jefferson Street, Floor 2
Springfield, IL 62761

Re: Support Services

Dear Ms. Avery:

As representative of Dialysis Care Center Vollmer, LLC, I Asim M. Shazzad, affirm that Dialysis Care Center Vollmer will maintain an open medical staff. Furthermore, I certify the facility will utilize a dialysis electronic patient data tracking system, will have available support services consisting of clinical laboratory service, blood bank, nutrition, rehabilitation, psychiatric and social services. Finally, all patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

I hereby certify this true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Vollmer, LLC

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1110.230(g) - Minimum Number of Stations

This application proposes to establish 9 stations at the proposed facility site. This meets the minimum required number of stations for an ESRD facility that is to be located within a metropolitan statistical area ("MSA"). Therefore this criterion is met.

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In-Center Hemodialysis

1110.230(h) - Continuity of Care

The facility will have an affiliation with Advocate South Shore Hospital that will allow for the provision of in-patient care and other hospital services. A copy of the proposed agreement is enclosed and a fully executed copy of the agreement will be provided to the HFSRB upon receipt from the hospital.

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TRANSFER AGREEMENT
BETWEEN
ADVOCATE SOUTH SUBURBAN HOSPITAL
and
DIALYSIS CARE CENTERS VOLLMER, LLC

THIS AGREEMENT is entered into this 29th day of July 2019, between ADVOCATE SOUTH SUBURBAN HOSPITAL, an Illinois not-for-profit corporation, hereinafter referred to as "ADVOCATE SOUTH SUBURBAN HOSPITAL", and DIALYSIS CARE CENTER VOLLMER, LLC an, Illinois dialysis center hereinafter referred to as "DIALYSIS CENTER".

WHEREAS, ADVOCATE SOUTH SUBURBAN HOSPITAL is licensed under Illinois law as an acute care Hospital;

WHEREAS, DIALYSIS CENTER is licensed under Illinois law as a chronic care dialysis center;

WHEREAS, ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER desire to cooperate in the transfer of patients between ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into an affiliation agreement to provide for the medically appropriate transfer or referral of patients between DIALYSIS CENTER and ADVOCATE SOUTH SUBURBAN HOSPITAL, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 This Agreement shall be effective from the date it is entered into and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All the terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).

II. TERMINATION

2.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

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III. OBLIGATIONS OF THE PARTIES

3.1 DIALYSIS CENTER agrees:

a. That DIALYSIS CENTER shall refer and transfer patients to ADVOCATE SOUTH SUBURBAN HOSPITAL for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for DIALYSIS CENTER, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact ADVOCATE SOUTH SUBURBAN HOSPITAL's Emergency Department Nursing Coordinator, prior to transport, to verify the transport and acceptance of the emergency patient by ADVOCATE SOUTH SUBURBAN HOSPITAL. The decision to accept the transfer of the emergency patient shall be made by ADVOCATE SOUTH SUBURBAN HOSPITAL's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of ADVOCATE SOUTH SUBURBAN HOSPITAL's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. DIALYSIS CENTER agrees that ADVOCATE SOUTH SUBURBAN HOSPITAL shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at ADVOCATE SOUTH SUBURBAN HOSPITAL. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by ADVOCATE SOUTH SUBURBAN HOSPITAL to the Emergency Physician and Accepting Physician;

c. That DIALYSIS CENTER shall be responsible for effecting the transfer of all patients referred to ADVOCATE SOUTH SUBURBAN HOSPITAL under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event the patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and the Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;

f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE SOUTH SUBURBAN HOSPITAL; and

g. To maintain and provide proof to ADVOCATE SOUTH SUBURBAN HOSPITAL of professional and general liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

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3.2 ADVOCATE SOUTH SUBURBAN HOSPITAL agrees:

- a. To accept and admit in a timely manner, subject to bed availability, DIALYSIS CENTER patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;
- b. To accept patients from Dialysis Center in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's physician at Dialysis Center, as more fully described in Section 3.1, Subparagraphs a through g;
- c. That ADVOCATE SOUTH SUBURBAN HOSPITAL will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;
- d. That ADVOCATE SOUTH SUBURBAN HOSPITAL shall provide DIALYSIS CENTER patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and
- e. To maintain and provide proof to DIALYSIS CENTER of professional and general liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

4.1 Release of Medical Information. In all cases of patients transferred for the purpose of receiving medical treatment under the terms of this Agreement, DIALYSIS CENTER shall insure that copies of the patient's medical records, including X-rays and reports of all diagnostic tests, accompany the patient to ADVOCATE SOUTH SUBURBAN HOSPITAL, subject to the provisions of applicable State and Federal laws governing the confidentiality of such information. Information to be exchanged shall include any completed transfer and referral forms mutually agreed upon for the purpose of providing the medical and administrative information necessary to determine the appropriateness of treatment or placement, and to enable continuing care to be provided to the patient. The medical records in the care and custody of ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER shall remain the property of each respective institution.

4.2 Personal Effects. DIALYSIS CENTER shall be responsible for the security, accountability and appropriate disposition of the personal effects of patients prior to and during transfer to ADVOCATE SOUTH SUBURBAN HOSPITAL. ADVOCATE SOUTH SUBURBAN HOSPITAL shall be responsible for the security, accountability and appropriate disposition of the personal effects of transferred patients upon arrival of the patient at ADVOCATE SOUTH SUBURBAN HOSPITAL.

4.3 Indemnification. The parties agree to indemnify and hold each other harmless from any liability, claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with the intentional or negligent acts of their respective employees and/or agents.

4.4 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually

ATTACHMENT 23 In-Center Hemodialysis

understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either ADVOCATE SOUTH SUBURBAN HOSPITAL or DIALYSIS CENTER. The governing body of ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

4.5 Publicity and Advertising. Neither the name of ADVOCATE SOUTH SUBURBAN HOSPITAL nor DIALYSIS CENTER shall be used for any form of publicity or advertising by the other without the express written consent of the other.

4.6 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient, as may be amended from time to time.

4.7 Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

4.8 Affiliation. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.

4.9 Applicable Laws. The parties agree to fully comply with applicable federal, and state laws and regulations affecting the provision of services under the terms of this Agreement.

4.10 Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

4.11 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER with respect to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications,

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representations, or agreements, either verbal or written, between the parties hereto. Neither this Agreement nor any rights hereunder may be assigned by either party without the written consent of the other party.

4.12 Written Modification. There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.

4.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.14 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or certified mail. Notices to be served on ADVOCATE SOUTH SUBURBAN HOSPITAL shall be served at or mailed to: ADVOCATE SOUTH SUBURBAN HOSPITAL, 17800 Kedzie Avenue, Hazel Crest, Illinois 60429 Attention: President. Notices to be served on DIALYSIS CENTER shall be served at or mailed to: Dialysis Care Center, Corporate Office 15801 S Bell Rd., Homer Glen, IL 60491 Attention: CEO Babajide Salako with a copy to DIALYSIS CARE CENTERS VOLLMER, LLC, 222 Vollmer Road, First Floor, Chicago Heights, Illinois 60411 unless otherwise instructed.

IN WITNESS WHEREOF, this Agreement has been executed by ADVOCATE SOUTH SUBURBAN HOSPITAL and DIALYSIS CENTER on the date first above written.

ADVOCATE SOUTH SUBURBAN HOSPITAL
17800 Kedzie Avenue
Hazel Crest, Illinois 60429

BY: _____

NAME: _____

TITLE: _____

DIALYSIS CARE CENTER VOLLMER, LLC
222 Vollmer Road, First Floor
Chicago Heights, Illinois 60411

BY: _____

NAME: _____

TITLE: _____

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1110.230(i) - Relocation

This project involves the re-location of 9 stations currently located in HSA 7 to the propose facility site. Approval for the acquisition of the 9 stations currently located in Crestwood, Illinois was approved by the Board as Exemption #053-20 (approval letter included with this attachment). As a result of the facility only being recently acquired there is not sufficient historical data for the applicants to demonstrate their ability to operate the facility at target utilization. As previously described in this application, there is an identified patient base that will utilize the facility and the facility will be operating at target utilization within 2 years of operation. The propose will improve access for care to the existing identified patient population. When the Board considers the geographic location of the expected patient population as reflected in Attachment 23 at p. 98 of this application, the overwhelming majority of these patients reside within North Chicago, justifying the relocation of these stations.

ATTACHMENT 23
In-Center Hemodialysis



STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 FAX: (217) 785-4111

TRANSFERRED ELECTRONICALLY

November 16, 2020

Asim Shazzad
Administrator
Dialysis Care Center Vollmer, LLC
15801 S. Bell Rd.
Homer Glen, IL 60491

RE: Change of Ownership: Health Facilities Planning Act--Part 1130 Exemption.
Exemption: #E-053-20 – Concerto Dialysis, LLC
Exemption Holder: Dialysis Care Center Holdings, LLC, Dialysis Care Center
Vollmer, LLC, Concerto Dialysis, LLC

Dear Mr. Shazzad:

On November 13, 2020, the Chairman of the Illinois Health Facilities and Services Review Board (State Board) acting on behalf of the State Board under Part 77 IAC 1130 approved your request for a change of ownership of Concerto Dialysis, LLC, 14255 S. Cicero Avenue, Crestwood, Illinois. The approval was based upon the application's compliance with applicable provisions of 77 IAC 1130. As result of this change of ownership the dialysis facility has the following number of stations:

- 9-End Stage Renal Dialysis Stations

You are reminded that the issuance of the certificate of exemption is contingent upon the submittal of a statement to the State Board within 90 days of the closing date of the transaction that certifies the change of ownership has been completed in accordance with the key terms contained in the application. To demonstrate completion of this transaction, the exemption holder must provide the State Board with the date that the change of ownership occurred. Failure to provide the required notification shall subject the exemption holder to the sanctions provided under Section 14 of the Illinois Health Facilities Planning Act.

The State Board's approval does not exempt the transaction from any other regulatory, certification or licensure requirements that may be applicable.

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

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1110.230(j) - Assurances



November 9, 2020

Courtney Avery
Board Administrator
Illinois Health Facilities and Service Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Assurances

Dear Ms. Avery,

As representative of Dialysis Care Center Vollmer, LLC, I, Asim Shazzad, hereby attest to the applicant's full anticipation that, by the end of the second year following the proposed in-center hemodialysis center's opening, the propose facility will operate at or in excess of the utilization standards identified in 77 Illinois Admin. Code Section 1110 Appendix B. Although this application is proposing a re-location of an existing facility, we do not have a 12 month historical period of data of the facility under our operation. However, we can attest that the re-location of the facility will improve access for care to the existing patient population as described in the application.

Sincerely,



Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Vollmer, LLC

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Dialysis Care Center Vollmer, LLC will be funded entirely with cash and cash equivalents. Additionally, the lease for the property will be with Meridian Investment Partner, LLC.

An attestation letter is included with this attachment, along with a copy of the proposed lease for the property.

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November 9, 2020

Courtney Avery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

RE: Reasonableness of Financing Letter

Dear Ms. Avery:

I hereby attest that the terms and conditions of the proposed debt financing associated with the establishment of Dialysis Care Center Vollmer, LLC are reasonable. The applicant is a newly formed entity, without liquid assets that could be used to fund the project. The project will be funded through a combination of cash resources held by Dialysis Care Center Holdings, LLC ("DCC").

Furthermore, I certify that, DCC maintains sufficient cash and short term securities to fund this project and as this project will not require debt financing. The expenses associated with the lease of space and equipment are less than those associated with construction of a new facility.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

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OFFICE LEASE

This Office Lease (the "**Lease**") is made and entered into as of the last date set forth on the Signature Page after the parties' signatures (the "**Commencement Date**"), and is between **Meridian Investment Partners, LLC**, an Illinois limited liability company ("**Landlord**") and the Tenant named below.

ARTICLE 1 BASIC LEASE PROVISIONS

The provisions of this Article 1 ("**Basic Lease Provisions**") are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any disagreement, the most restrictive Article shall prevail.

Tenant	Dialysis Care Center Vollmer, LLC, an Illinois limited liability company
Tenant's Notice Address	Dialysis Care Center Vollmer, LLC c/o Asim Shazzad 15786 South Bell Road Homer Glen, Illinois 60491 <u>with a copy to:</u> Azam Chandran & Gilani, LLP Attention: Salman Azam, Esq. 333 North Michigan Avenue, Suite 1815 Chicago, IL 60601 Azam@ACGLawFirm.com
Tenant's Billing Address	Dialysis Care Center Vollmer, LLC 15786 South Bell Road Homer Glen, Illinois 60491
Landlord's Notice Address	Meridian Investment Partners, LLC 812 Campus Dr Joliet, IL, 60435 <u>with a copy to:</u> Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd. Attention: William M. Brennan 835 McClintock Drive, Second Floor Burr Ridge, Illinois 60527 WMB@GSRNH.com
Landlord's Rent Payment Address	Meridian Investment Partners, LLC 812 Campus Dr Joliet, IL, 60435
Guarantor	Dialysis Care Center Holdings LLC

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For Landlord: None.

ARTICLE 2

LEASED PROPERTY

2.1 Leased Property. Subject to the terms, covenants and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Property specified in Article 1 (the Basic Lease Provisions). The term “**Property**” shall include the parking surfaces used in connection with the building located on the Property (the “**Building**”), all areas and facilities outside the Building and within the exterior boundary line of the Property that are provided and designated by Landlord from time to time for the general use of Tenant and its employees, suppliers, shippers, patients, and invitees, including, but not limited to, entrances, lobbies, corridors, stairways and stairwells, restrooms, elevators, escalators, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, signage, and landscaped areas, if any.

2.2 Vehicle Parking. Tenant, its employees, patients, and invitees shall have access to the parking areas of the Property on a first come-first served basis at no additional cost to Tenant but subject to the Rules and Regulations attached hereto as part of Exhibit A (“**Rules and Regulations**”). Landlord reserves the right in its discretion from time to time: (i) to reconfigure the parking area and ingress to and egress from the parking area, and (ii) to modify the directional flow of traffic in the parking area, and (iii) to reasonably modify the Rules and Regulations relating to parking.

ARTICLE 3

TERM

3.1 Term. The term of this Lease (the “**Initial Term**”) and the Commencement Date shall be as specified in Article 1. All of Tenant’s obligations under this Lease shall be legally binding as of the Commencement Date.

3.2 Possession. Landlord agrees to use commercially reasonable efforts to deliver possession of the Property by the estimated Possession Date set forth in Article 1. If for any reason Landlord cannot tender possession of the Property to Tenant on the estimated Possession Date then the validity of this Lease and the obligations of Tenant under this Lease shall not be affected and Landlord shall not be subject to any liability therefor. Possession of the Property shall be deemed tendered to Tenant when: (a) the improvements to be provided by Landlord under Exhibit C to this Lease (the “**Landlord’s Work**”) are substantially completed, (b) the Building utilities are ready for use in the Property, and (c) Tenant has reasonable access to the Property.

3.2 Early Possession. If Tenant occupies the Property prior to the Possession Date with Landlord’s prior consent, such occupancy shall be subject to all provisions of this Lease except for the payment of Base Rent, and such occupancy shall not change the Expiration Date.

3.3 Notice of Rent Commencement Date. Promptly following the Possession Date, Landlord may, at its election, deliver to Tenant the Commencement Date Agreement (substantially in the form attached as Exhibit B) identifying the Possession Date, the Rent Commencement Date, and the Expiration Date, a copy of which agreement shall be executed by Tenant and returned to Landlord.

3.4 Option to Renew. Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from the Tenant not less than seven (7) months and not more than ten (10) months prior to the expiration of the Initial Term (or Option Term,

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Property	222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL (the " Building "), together with the appurtenances thereto described below. After completion of Tenant's improvements, the Property will contain approximately 7,280 square feet of useable space.						
Tenant's Share	100.0%						
Initial Term	Ten (10) years, beginning on the Rent Commencement Date						
Option Term(s)	Two (2) five (5) year option periods						
Possession Date	Upon completion of Landlord's Work described in Article 6.5 and <u>Exhibit C</u> , currently estimated to be October 1, 2021.						
Rent Commencement Date	The earlier of (i) Tenant opening for business, and (ii) ninety (90) days following the Possession Date, estimated to be January 1, 2022.						
Expiration Date	Ten (10) years from the Rent Commencement Date (currently anticipated to be approximately December 31, 2032).						
Base Rent	Base Rent shall be payable in accordance with the following Base Rent Schedule, subject to the provisions of <u>Article 4</u> hereof:						
<table> <tr> <th colspan="2"><u>Initial Term</u></th></tr> <tr> <th>Year</th><th></th></tr> <tr> <td>1-5</td><td>\$ 15.00</td></tr> </table>		<u>Initial Term</u>		Year		1-5	\$ 15.00
<u>Initial Term</u>							
Year							
1-5	\$ 15.00						
Security Deposit	None.						
Additional Rent	All taxes, insurance, utilities, and operating expenses of the Building and the Property, except as set forth in Article 4. During the first year of the Initial Term Additional Rent estimated to be \$8.00/SF for taxes, \$.50/SF for insurance, and \$3.00 for other operating expenses. Controllable costs not to increase by more than of 5% per year during the Initial Term (see Section 4.2(d) for "controllable Operating Expenses").						
Permitted Uses	Medical office use for an outpatient medical dialysis clinic.						
Brokers	<u>For Tenant</u> : None.						

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as applicable) of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Property in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease upon the expiration of the Initial Term for two (2) consecutive option terms of sixty (60) months each (each, an "**Option Term**" and collectively, the "**Option Terms**"). If Landlord does not timely receive notice for extending the Term, then this Section shall be null and void and of no further force or effect. Hereinafter, "**Term**" shall mean the Initial Term and any extension thereof, including the Option Terms, if exercised.

If Tenant timely exercises its option to extend the Term for the first or second Option Terms, then Base Rent during each of the Option Terms shall be as described in Article 1.

ARTICLE 4

RENT

4.1 Base Rent. Beginning on the Rent Commencement Date as set forth in Article 1, and on the first day of each calendar month during the Term, Tenant shall pay to Landlord the Base Rent set forth in Article 1, without notice, offset or deduction. Base Rent for any period during the Term which is for less than one month shall be prorated on the basis of a 30-day month. Base Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

4.2 Additional Rent. Landlord and Tenant agree that this Lease is intended as a triple-net lease, and that Tenant shall pay to Landlord all charges and other amounts required under this Lease as additional rent ("**Additional Rent**"). Tenant's obligations to pay Additional Rent shall commence on the Possession Date. Base Rent and Additional Rent shall be collectively referred to herein as "**Rent**." Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses and Real Property Taxes (as defined in Article 10), in accordance with the following provisions:

- (a) "**Tenant's Share**" is the percentage set forth in Article 1.
- (b) "**Operating Expenses**" is defined, for purposes of this Lease, to include all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for:
 - (1) The operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Property, including, but not limited to, the following:
 - (i) Carpets, drapes, blinds and window coverings, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates;
 - (ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, elevators and escalators, signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair;
 - (iii) General maintenance, trash disposal, janitorial and security services;
 - (iv) All costs and expenses in connection with providing utilities under Article 11;
 - (v) Any other service to be provided by Landlord that is elsewhere in this Lease stated to be an "**Operating Expense**;"

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- (2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord under Article 8;
- (3) The amount of the real property taxes to be paid by Landlord under Section 10.1 including any fees paid by Landlord to contest or appeal the tax assessment for purposes of lowering such assessment;
- (4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Property;
- (5) Reasonable management fees, administrative fees, and asset manager fees; and
- (6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

(c) Operating Expenses shall not include the cost of capital improvements incurred in compliance with current or future laws; repairs to exterior portions of the Building such as the roof, walls, foundation, façade, plumbing and wiring to the point of entry to the Building; those operating expenses not attributable to Tenant; depreciation; interest; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; or any expenses for which Landlord has received actual reimbursement (other than through Operating Expenses). Notwithstanding the foregoing, Operating Expenses shall include the annual cost of capital improvements, amortized over their respective useful lives including but not limited to parking lot maintenance, repair and replacement.

(d) Landlord agrees that beginning in 2021 and continuing through the Initial Term, Tenant's Share of controllable Operating Expenses shall not increase by more than 5% over Tenant's Share of controllable Operating Expenses for the prior calendar year, on a noncumulative, non-compounding basis. For purposes of this Section, "controllable Operating Expenses" shall mean those portions of Operating Expenses over which Landlord has discretion and the ability to manage. Controllable Operating Expenses shall not include such items as Landlord does not control, such as the cost of insurance, Real Property Taxes, utilities, snow and ice removal, and similar expenses.

(e) With respect to any Operating Expenses not paid directly to third party service providers or other entities as set forth in (f), Landlord shall from time to time deliver to Tenant a written estimate of the Operating Expenses to be incurred for the calendar year. Tenant's Share of Operating Expenses shall be payable by Tenant monthly based on such estimate during each year of the Term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a reasonably detailed statement ("**Operating Expense Statement**") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated) the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

(f) At Landlord's direction, Tenant shall pay any Operating Expenses directly to the service provider or other instrumentality levying an Operating Expense, such as the Cook County Treasurer as to real

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estate taxes, landscape contractors, and so forth. In each such instance, Tenant shall provide satisfactory evidence to Landlord of the payment of same.

ARTICLE 5 [RESERVED]

ARTICLE 6 PROPERTY USE

6.1 Use. The Property shall be used and occupied solely by Tenant and Tenant shall use the Property solely for the purpose set forth in Article 1, and for no other purpose, without the express written permission of Landlord. Tenant agrees that any variation from or expansion of the use specified herein shall constitute a material breach of this Lease.

6.2 [RESERVED].

6.3 Compliance with Law. Tenant shall, at Tenant's expense, promptly comply with all Applicable Laws, all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Property or any other body exercising similar functions. As used herein, the term "**Applicable Laws**" means all applicable laws, codes, ordinances, orders, rules, regulations and requirements, of all federal, state, county, municipal and other governmental authorities and the departments, commissions, boards, bureaus, instrumentalities, and officers thereof relating to or affecting Tenant, the Property or the Building or the use, operation or occupancy of the Property, whether now existing or hereafter enacted. Tenant shall conduct its business in a lawful manner and shall not use or permit the use of the Property or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Property.

6.4 Specially Designated National or Blocked Person. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation designated by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, group, entity or nation pursuant to any Applicable Laws that are administered or enforced by the Office of Foreign Assets Control, nor is Tenant initiating, facilitating or engaging in this transaction, directly or indirectly, for or on behalf of any such person, group, entity or nation.

6.5 Landlord's Work; Acceptance of Property.

(a) **Landlord's Work.** Landlord shall tender possession and occupancy of the Property to Tenant on the Possession Date set forth in Article 1 with the Landlord's Work identified on Exhibit C substantially completed. Tenant acknowledges that the estimated Possession Date shall be extended day for day for each day of Permitted Delay as defined in the Work Letter attached hereto as Exhibit C. Except as otherwise provided in Exhibit C, Landlord shall have no other obligation for construction work or improvements to the Property. The improvements now or hereafter situated upon the Property, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Property and Tenant shall have only a leasehold interest therein.

(b) **Acceptance of Property.** By taking possession of the Property, Tenant agrees that the Property is in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Property or the Building except as set forth in Exhibit C. Tenant acknowledges that it made a thorough and independent examination of the Property and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with the Property and is satisfied that same is in an acceptable condition and meet Tenant's needs. Tenant accepts the Property in its "AS IS, WHERE IS" condition existing as of the Possession Date or the date that Tenant first takes possession of the Property, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances

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and regulations governing and regulating the use of the Property, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that the Property is in good order and repair and that it has satisfied itself by its own independent investigation that the Property is suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Property for the conduct of Tenant's business.

ARTICLE 7

MAINTENANCE AND REPAIRS; ALTERATIONS

7.1 Landlord Obligations. Except for damage caused by any act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Landlord will keep the foundation, roof, façade, fire prevention systems, structural supports and exterior walls of the Building in good order, condition and repair. Landlord will not be obligated to maintain or repair HVAC systems, windows, doors or plate glass. Tenant will promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Except to the extent caused solely by Tenant's negligence and not covered by any insurance carried by Landlord and not covered by any insurance required to be carried by Landlord hereunder (in which event Tenant shall be responsible), Landlord shall, at Landlord's cost and expense (subject to Landlord's right to recover the amortized cost of same as part of Operating Expenses as set forth elsewhere herein), repair or replace the utilities serving the Premises to the point of entry and other similar Building components with others of at least equal efficiency, quality and capacity if the cost of making any needed repairs would exceed fifty percent (50%) of the replacement cost of the item or system needing repair.

7.2 Tenant's Obligations.

(a) Except as to Landlord obligations set forth in 7.1 above, Tenant shall, at Tenant's sole cost and expense, perform all necessary or appropriate maintenance, repairs and replacements, in a first class, good and workmanlike manner, to the Building and to the Property so as to maintain same in first class condition and repair.

(b) Tenant shall, at Tenant's sole cost and expense, make any repairs to the Building and Property that may be required so as to tender the Property to Landlord at the Expiration Date in substantially the same condition as at the Rent Commencement Date, excepting normal wear and tear, condemnation and casualty other than that required to be insured against by Tenant hereunder, and free of all of Tenant's personal property and fixtures.

(c) Tenant shall, at Tenant's sole cost and expense, shall replace as necessary, make all repairs to, and provide for the routine and ordinary maintenance of, the heating, ventilating and cooling equipment ("HVAC"), electrical panels and fixtures, and plumbing systems.

(d) Tenant will maintain a service agreement with licensed HVAC technicians, and will be responsible for maintaining and servicing the HVAC throughout the Term and shall provide evidence thereof to landlord upon request.

7.3 Alterations and Additions.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "Alterations"), in, on or about the Property without Landlord's prior written consent, which Landlord may give or withhold in Landlord's reasonable discretion. As used herein, the term "Alterations" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant will deliver to Landlord

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plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all Applicable Laws, (iii) in accordance with the Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Property or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other Tenants' use and enjoyment of the Property.

(b) Tenant shall pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's review, inspection and engineering time, and for any painting, restoring or repairing the Property or the Building that the Alterations occasion. Prior to commencing any Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (i) demolition (if applicable) and payment and performance bonds, (ii) builder's "all risk" insurance in an amount at least equal to the replacement value of the Alterations, and (iii) evidence that Tenant and each of Tenant's contractors have in force commercial general liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 8. The insurance policies described in clauses (ii) and (iii) must name Landlord, Landlord's lender and the Property Manager as additional insureds.

(c) Landlord may inspect construction of the Alterations. Immediately upon completion of any Alterations, Tenant will furnish Landlord with contractor affidavits and full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Section 7.3 within ten (10) days after Landlord's written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or causes to be made to the Property shall become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requests Tenant to remove the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. Notwithstanding the foregoing, Tenant shall remove all telephone, computer, security and other wiring and cabling located within the Property, including without limitation any located within the walls of the Property, on or before the Expiration Date or any earlier termination of this Lease.

(d) Tenant will keep the Property and the Property free from any mechanics', materialmens', or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Property any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Property, and the Property, from mechanics' and materialmens' liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Property.

(e) Tenant may perform general decorating to the Property, for which building permits are not required, without the Landlord's prior consent.

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ARTICLE 8 INSURANCE; INDEMNITY

8.1 Insurance. Tenant shall, at Tenant's sole cost and expense, obtain and keep in effect during the Term:

(a) Commercial general liability insurance applying to the use and occupancy of the Property and any part thereof, or any areas adjacent thereto and including any licensed areas and storage spaces and the business operated by Tenant and any other occupants in the Property. Such insurance shall have a limit of liability of not less than \$2,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Such policy shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned occurring during the policy term, with at least the following endorsements to the extent such endorsements are generally available: (i) deleting any employee exclusion on personal injury coverage, (ii) including employees as additional insureds, (iii) providing broad form property damage coverage and products completed operations coverage (where applicable), (iv) containing blanket contractual liability, (v) be primary coverage and non-contributory, and (vi) providing for coverage of owned and non-owned automobile liability;

(b) Standard fire and extended perils insurance, including sprinkler leakages, vandalism and malicious mischief covering property of every description including furniture, fittings, installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of the Tenant in an amount of not less than one hundred percent (100%) of the full replacement cost thereof as shall from time to time be determined by Tenant in form satisfactory to Landlord;

(c) State Worker's Compensation Insurance in the statutorily mandated limits and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000), or such greater amount as Landlord may from time to time require; and

(d) Business Interruption Insurance for a period of at least twelve (12) months commencing with the date of loss insuring that the Rent will be paid to Landlord during this period if the Property are destroyed or rendered inaccessible.

(e) Employers Liability with limits of \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 disease - each employee.

8.2 Insurance Policies. All policies of insurance provided for herein shall be issued by insurance companies with a financial rating of A as rated in the most current available "Best's Insurance Reports," and qualified to do business in the State of Illinois, and shall include as additional insureds, Landlord, Landlord's investment advisor, if any, the property manager designated by Landlord, if any ("Property Manager"), and such other persons or firms as Landlord specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others hereinabove mentioned, and executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days prior to the delivery of possession of the Property to Tenant and thereafter within thirty (30) days prior to the expiration of the term of such policy. All commercial general liability and property damage policies shall contain a provision that Landlord and the Property Manager, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees, by reason of Tenant's negligence.

As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or of the effective date of any reduction in the amounts of insurance. All commercial

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general liability, property damage and other casualty policies shall be written on an occurrence basis and as primary policies, and not in excess of coverage that Landlord may carry. Landlord's coverage shall not be contributory. Tenant's insurance shall specifically include the liability assumed hereunder by Tenant, shall provide for severability of interests, shall further provide that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

8.3 Failure to Obtain. Should Tenant fail to take out and keep in force each insurance policy required under this Article, or should such insurance not be approved by Landlord and should the Tenant not rectify the situation within forty-eight (48) hours after written notice from Landlord to Tenant, exclusive of Saturday and Sunday, Landlord shall have the right, without assuming any obligation in connection herewith, to effect such insurance at the sole cost of Tenant, and all outlays by the Landlord shall be immediately payable by the Tenant to the Landlord as Additional Rent without prejudice to any other rights and remedies of Landlord under this Lease.

8.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance and to the extent of insurance proceeds received with respect to the loss, Landlord and Tenant each waive any right of recovery against the other party and against any other party maintaining a policy of insurance with respect to the Property or any portion thereof or the contents of any of the same, for any loss or damage maintained by such other party with respect to the Property or any portion of any thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Property carried by Tenant or Landlord does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, Tenant or Landlord shall, if possible, obtain from the insurer under such policy a waiver of all rights of subrogation the insurer might have against Landlord or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

8.5 Landlord's Liability. No approval by Landlord of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Landlord of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and Tenant assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.

8.6 Landlord's Insurance. Landlord shall maintain in effect a policy or policies of property insurance covering the Property, providing protection against perils included within the classification "Fire and Extended Coverage" in such amount as is reasonably determined by Landlord and a policy or policies of commercial general liability insurance for personal injuries or deaths of persons occurring in or about the Property. Nothing herein shall require Landlord to carry any insurance with respect to risks or property required to be insured by Tenant under this Lease or by any other tenant under such other tenant's lease, or with respect to any improvements or fixtures in the Property that have been constructed or installed by or at the expense of any other tenant in the Property.

8.7 Indemnity. Tenant shall indemnify, protect, defend and save and hold Landlord, the Property Manager, and their respective trustees, directors, officers, agents and employees, harmless, from and against any and all losses, costs, liabilities, claims, damages and expenses, including, without limitation, reasonable attorneys' fees and costs and reasonable investigation costs, incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (b) the use or occupancy or manner of use or occupancy of the Property by Tenant or any person or entity claiming through or under Tenant, or (c) the condition of the Property or any occurrence on the Property from any cause whatsoever, except to the extent caused by the sole

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negligence or willful misconduct of Landlord, or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, servants, employees, visitors, customers, or licensees of Tenant, in, on or about the Property. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Lease.

8.8 Limitation of Liability. Tenant agrees that Landlord shall not be responsible for or liable to Tenant and Tenant releases Landlord and waives all claims against Landlord for any injury, loss or damage to any person or property in or about the Property by or from any cause whatsoever (other than Landlord's sole negligence or willful misconduct); theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Property. The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, board members, beneficiaries, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or cause of action shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees. No holder or beneficiary of any mortgage or deed of trust on any part of the Property shall have any liability to Tenant hereunder for any default of Landlord.

ARTICLE 9

DAMAGE OR DESTRUCTION

9.1 Definition. The term "Casualty", for purposes of this Lease, includes (but is not limited to) the following acts or events:

- (a) Extreme events of nature including but not limited to fire, flood, bad weather, earthquake, and other similar occurrences;
- (b) Any act of war, terrorism, or bio-terrorism, where "bio-terrorism" shall mean the release (or threatened release) of an airborne agent or other contaminant that is or could adversely affect the Building or its occupants.

9.2 If the Property or any portion thereof are damaged by fire or other Casualty, Landlord shall forthwith repair the same (except for Alterations installed by or on behalf of Tenant) provided that such repairs can be made within one hundred eighty (180) days after the date of such damage under the laws and regulations of the federal, state and local governmental authorities having jurisdiction thereof and are covered by the proceeds of insurance required to be maintained by Landlord pursuant to Section 8.6 hereof. In such event, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate abatement of Base Rent and Additional Rent while such repairs are being made as provided below. Tenant shall further be entitled to a proportionate abatement of Base Rent and Additional Rent resulting from such loss of use of Common Areas of the Property but only to the extent such fire or casualty actually interferes with the operation of Tenant's business. Within thirty (30) days after the date of such damage, Landlord shall notify Tenant whether or not such repairs are covered by insurance required to be maintained by Landlord pursuant to Section 8.6 and whether such repairs can be made within one hundred eighty (180) days after the date of such damage. Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within one hundred eighty (180) days from the date of such damage or such damage is not so covered by insurance, Landlord shall have the option within thirty (30) days after the date of such damage to notify Tenant of its election to terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after notice is given.

If Landlord notifies Tenant that or such damage is not so covered by insurance, Landlord shall either: (a) notify Tenant of Landlord's intention to repair such damage, in which event this Lease shall continue in full force and effect, Landlord shall diligently prosecute such repairs to completion, and the Base Rent and

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Additional Rent shall be reduced as provided herein; or (b) notify Tenant of Landlord's election to terminate this Lease as of a date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given. If such notice to terminate is given by Landlord, this Lease shall terminate on the date specified in such notice. In case of termination, the Base Rent and Additional Rent shall be reduced by a proportionate amount based upon the extent to which such damage interfered with the business carried on by Tenant in the Property, and Tenant shall pay such reduced Base Rent and Additional Rent up to the date of termination. Landlord agrees to refund to Tenant any Base Rent and Additional Rent previously paid for any period of time subsequent to such date of termination. The repairs to be made hereunder by Landlord shall not include, and Landlord shall not be required to repair, any damage by fire or other cause to the property of Tenant or any damage caused by the negligence of Tenant, its contractors, agents, licensees or employees or any repairs or replacements of any paneling, decorations, railings, floor coverings, or any Alterations, additions, fixtures or improvements installed on the Property by or at the expense of Tenant.

9.3 If Landlord elects or is required hereunder to repair, reconstruct or restore the Property after any damage or destruction thereto, Tenant shall, at its own expense, as soon as reasonably practicable, replace or fully repair, reconstruct or restore all Alterations installed by Tenant and all other of Tenant's improvements, fixtures and property. Tenant hereby waives the provisions of any statute or law that may be in effect at the time of the occurrence of any such damage or destruction, under which a lease is automatically terminated or a Tenant is given the right to terminate a lease upon such an occurrence.

9.4 Tenant shall have no interest in or claim to any portion of the proceeds of any insurance or self-insurance maintained by Landlord. Except as otherwise provided herein, Landlord shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Tenant under Article 8.

9.5 Tenant agrees at all times after any damage to or destruction of the improvements on the Property, or any portion thereof, to continue the operation of its business therein to the extent practicable. If Landlord is required or elects to make any repairs, reconstruction or restoration of any damage or destruction to the Property under any of the provisions of this Article, Tenant shall not be entitled to any damages by reason of any inconvenience or loss sustained by Tenant as a result thereof. During the period commencing with the date of any such damage or destruction that Landlord is required or elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration the Base Rent and Additional Rent shall be proportionately abated to the extent to which such damage and the making of such repairs by Landlord shall interfere with the business carried on by Tenant in the Property. The full amount of Base Rent and Additional Rent shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration. Except as expressly hereinabove provided, there shall be no reduction, change or abatement of any rental or other charge payable by Tenant to Landlord hereunder, or in the method of computing, accounting for or paying the same.

9.6 Interruption of Service.

(a) **Interruption of Service Defined.** No damages, compensation, or claim shall be payable by Landlord, and this Lease and the obligations of Tenant to perform all of its covenants and agreements hereunder shall in no way be affected, impaired, reduced, or excused, in the event that there is an interruption, curtailment, or suspension of the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Property or any other services required of Landlord under this Lease (each, an "**Interruption of Service**"), by reason of:

- (1) any Casualty;
- (2) any emergency situation creating a threat to person or property;

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- (3) any other causes of any kind whatsoever that are beyond the control of Landlord, including but not limited to:
- (i) a lack of access to the Building or the Property beyond the control of Landlord (which shall include, but not be limited to, the lack of access to the Building or the Property when it or they are structurally sound but inaccessible due to the evacuation of the surrounding area or damage to nearby structures or public areas);
 - (ii) any cause outside the Building including street closures or rerouting;
 - (iii) reduced air quality or other contaminants within the Building that would adversely affect the Building or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Building or the Property);
 - (iv) a disruption of mail and deliveries to the Property resulting from a Casualty;
 - (v) a disruption of telephone and telecommunications services to the Building or the Property resulting from a Casualty; or,
 - (vi) a blockage of any windows, doors, or walkways to the Building or the Property resulting from a Casualty.

(b) **Landlord's Interruption of Services.** Except as otherwise expressly provided in this Lease, Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to effect an Interruption of Service, as required by this Lease or by law, or as Landlord in good faith deems advisable, whenever and for so long as may be reasonably necessary, to make repairs, alterations, upgrades, changes, or for any other reason, to the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Property or any other services required of Landlord under this Lease. In each instance, Landlord shall exercise reasonable diligence to eliminate the cause of the Interruption of Service, if resulting from conditions within the Building, and conclude the Interruption of Service. Landlord shall give Tenant notice, when practicable, of the commencement and anticipated duration of such Interruption of Service.

- (c) **No Remedies.** The occurrence of an Interruption of Service shall not:
- (1) constitute an actual or constructive eviction of Tenant, in whole or in part;
 - (2) entitle Tenant to any abatement or diminution of Base Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease;
 - (3) relieve or release Tenant from any of its obligations under this Lease;
 - (4) entitle Tenant to terminate this Lease.

ARTICLE 10

TAXES

10.1 Real Property Taxes. Subject to the provisions of Section 10.2, Landlord shall pay the Real Property Taxes, as defined in Section 10.2, applicable to the Property and Tenant shall reimburse Landlord for Tenant's Share of the Real Property Taxes in the same manner as Operating Expenses in accordance with Section 4.2.

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10.2 Definition. "Real Property Taxes" means all taxes, assessments and charges levied upon or with respect to the Property or any personal property of Landlord used in the operation thereof, or Landlord's interest in the Property or such personal property. Real Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, or assessments for transit, housing, police, fire, or other governmental services or purported benefits to the Property or the occupants thereof, service payments in lieu of taxes, and any tax, fee, or excise on the act of entering into this Lease or any other lease of space in the Property, or on the use or occupancy of the Property or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Property, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of Illinois or any political subdivision thereof, public corporation, district, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other real property taxes, whether or not now customary or in the contemplation of the parties on the date of this Lease. Real Property Taxes shall also include all fees, costs, and expenses (including expert witness fees and costs) incurred by Landlord in connection with its attempts to obtain reductions in assessed valuation of the taxable components of the Property or taxes rates attributable thereto. Real Property Taxes shall not include franchise, transfer, inheritance, or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a real property tax. Real Property Taxes shall also include reasonable legal and consulting fees, costs, and disbursements incurred in connection with proceedings to contest, determine, or reduce Real Property Taxes.

10.3 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Property or elsewhere.

ARTICLE 11 UTILITIES

11.1 Services Provided by Landlord. Landlord shall provide utilities sufficient for heating, ventilation, air conditioning, electricity sufficient for normal office use, tap water sufficient for normal drinking and lavatory use.

11.2 Services Exclusive to Tenant. Tenant shall pay for all utilities and services furnished to or used at the Property, including water, gas, electricity, other power, telephone and other communications services, and all other utilities and services supplied and/or metered to the Property or to Tenant, together with any taxes or impositions thereon. Tenant shall be responsible for its security and janitorial services.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 Tenant shall not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Tenant) voluntarily or by operation of law sell, assign, mortgage, encumber, pledge or otherwise transfer or hypothecate all or any part of Tenant's interest in or rights with respect to the Property or its leasehold estate hereunder (collectively, "**Assignment**"), or permit all or any portion of the Property to be occupied by anyone other than itself or sublet all or any portion of the Property (collectively, "**Sublease**") without Landlord's prior written consent in each instance, which consent, it is expressly understood and agreed, may not unreasonably be withheld or delayed by Landlord.

12.2 If Tenant desires to enter into an Assignment of this Lease or a Sublease of the Property or any portion thereof, it shall give written notice (the "**Notice of Proposed Transfer**") to Landlord of its intention to do so no less than thirty (30) days prior to such proposed Assignment of Sublease, which notice

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shall contain: (i) the name and address of the proposed assignee, subtenant or occupant (“**Transferee**”), (ii) the nature of the proposed Transferee’s business to be carried on in the Property, (iii) the terms and provisions of the proposed Assignment or Sublease and (iv) such financial information as Landlord may reasonably request concerning the proposed Transferee.

12.3 At any time within twenty (20) days after Landlord’s receipt of the Notice of Proposed Transfer pursuant to Section 12.2, Landlord may by written notice to Tenant elect in its sole discretion to: (i) terminate this Lease as to the portion (including all) of the Property that is specified in the Notice of Proposed Transfer, which, in case of termination as to less than all of the Property, a proportionate reduction in Base Rent and Additional Rent, (ii) consent to the proposed Assignment or Sublease, or (iii) reasonably disapprove the proposed Assignment or Sublease in writing with reason for disapproval. If Landlord elects to consent to the proposed Assignment or Sublease, Tenant may, not later than ninety (90) days thereafter, enter into such Assignment or Sublease with the proposed Transferee and upon the terms and conditions set forth in the Notice of Proposed Transfer, and fifty percent (50%) of any rent or other consideration received by Tenant in excess of the Base Rent and Additional Rent payable hereunder (or the amount thereof proportionate to the portion of the Property subject to such Sublease or Assignment) and reasonable commissions and the cost of any Alterations incurred in connection with such Sublease or Assignment, shall be paid to Landlord. If Landlord elects the option provided in clause (i), Landlord shall be entitled to enter into a lease, sublease or assignment with respect to the Property (or portion thereof specified in said Notice of Proposed Transfer) with the proposed Transferee identified in Tenant’s notice.

12.4 No Sublease or Assignment by Tenant nor any consent by Landlord thereto shall relieve Tenant of any obligation to be performed by Tenant under this Lease. Any Sublease or Assignment that is not in compliance with this Article 12 shall be null and void and, at the option of Landlord, shall constitute a non-curable default by Tenant under this Lease and Landlord shall be entitled to pursue any right or remedy available to Landlord under the terms of this Lease or under the laws of the State of Illinois. The acceptance of any Rent or other payments by Landlord from a proposed Transferee shall not constitute consent to such Sublease or Assignment by Landlord or a recognition of any Transferee, or a waiver by Landlord of any failure of Tenant or other Transferor to comply with this Article 12.

12.5 Notwithstanding anything in this Article 12 to the contrary, but subject to the provisions of Section 12.6 below, Landlord’s prior written consent shall not be required for a transfer of corporate shares by bequest or inheritance between or among the present majority stockholders of Tenant, to their immediate family, or any trust created for the benefit of such immediate family member or members; or any assignment of this Lease to any of the following: (i) a subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Tenant; (ii) a successor corporation related to Tenant by merger, consolidation, or non-bankruptcy reorganization; (iii) a purchaser of all or substantially all of Tenant’s assets, or (iv) in the case of a public offering of the stock of Tenant, the purchasers of Tenant’s capital stock; provided that (a) Tenant is not in default under this Lease; (b) Tenant provides Landlord with the written notice required by Section 12.2(i)-(iv); and (c) after such assignment or transfer the operation of the business conducted in the Property shall be operated in the manner required by this Lease. For purposes of the preceding sentence, the term “control” means owning directly or indirectly fifty percent (50%) or more of the beneficial interest in such entity, or having the direct or indirect power to control the management policies of each person or entity, whether through ownership, by contract or otherwise. As a condition to this Section 12.5, Tenant agrees to inform Landlord in writing of the proposed assignment or other transfer no less than thirty (30) days prior to any assignment or other transfer referred to in this Section 12.5.

12.6 Any Transferee approved by Landlord or transferee or assignee under Section 12.5, shall, from and after the effective date of the Assignment or Sublease, assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant’s part to be performed for the Term. No Assignment shall be binding on Landlord unless Tenant or Transferee shall deliver

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to Landlord a counterpart of the Assignment and an instrument that contains a covenant of assumption by such Transferee satisfactory in substance and form to Landlord, and consistent with the requirements of this Section 12.6. Any failure or refusal of such Transferee to execute such instrument of assumption shall constitute a default under this Lease but shall not release or discharge such Transferee from its liability as set forth above.

12.7 Tenant shall reimburse Landlord for administrative and legal expenses associated with the review and preparation of legal documents with each request by Tenant that Landlord consent to a proposed assignment, change of ownership or hypothecation of this Lease.

ARTICLE 13

DEFAULT; REMEDIES

13.1 Default. The occurrence of any one or more of the following events shall constitute a material default by Tenant under this Lease:

(a) The breach by Tenant of any of the covenants, conditions or provisions of Sections 7.3(a), (b) or (d) (alterations), 12 (assignment or subletting), 17 (estoppel certificate), or 20.12 (subordination), all of which are deemed to be material, non-curable defaults without the necessity of any notice by Landlord to Tenant thereof.

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, without deduction or offset, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to pursuant to applicable Forcible Entry and Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than those referenced in subparagraphs (a) and (b), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable unlawful detainer statutes.

(d) (i) The making by Tenant or by any guarantor of Tenant's obligations under this Lease of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant or any guarantor of Tenant's obligations under this Lease becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this Section 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect, and this Section 13.1(d) shall be interpreted in such a way to give effect to the remaining provisions.

(e) Tenant shall do or permit to be done anything which creates a lien upon the Property or upon all or any part of the Building or the Property.

(f) The inclusion by Tenant or its successor in interest or by any guarantor of Tenant's obligation hereunder of false information in any financial statement provided hereunder.

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13.2 Remedies. In the event of any material default or breach of this Lease by Tenant, but after the expiration of any applicable cure period, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to (i) the cost of recovering possession of the Property; (ii) expenses of reletting, including necessary renovation and alteration of the Property; (iii) reasonable attorneys' fees, and any real estate commission actually paid; (iv) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; (v) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same period that Tenant proves could reasonably be avoided; (vi) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; (vii) that portion of the leasing commission paid by Landlord pursuant to Article 16 and (viii) that portion of the Tenant improvement allowance (if any) applicable to the unexpired Term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Property. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder. The foregoing remedies shall also be available to Landlord in the event Tenant has abandoned the Property. Landlord's election not to terminate this Lease pursuant to this Section 13.2(b) or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3 Right to Perform. Except as otherwise specifically provided in this Lease, all covenants and agreements of Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If Tenant shall fail to pay any sum of money (other than monthly Base Rent) or fail to perform any other act on its part to be paid or performed hereunder and such failure shall continue beyond any applicable cure period, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within five (5) days after demand therefor as Additional Rent.

13.4 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Property whose name and address shall have theretofore been furnished to Tenant in writing, specifying the obligation that Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

13.5 Late Charges; Right to Change Terms.

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(a) Tenant acknowledges that late payment by Tenant to Landlord of Base Rent, or Additional Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Base Rent, Additional Rent, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(b) Following a second late payment of Rent or Additional Rent hereunder within any twelve (12) month period Landlord may, at its sole option, upon not less than fifteen (15) days' prior notice to Tenant, require Tenant to promptly execute and deliver to Landlord any documents, instruments, authorizations, or certificates required by Landlord to give effect to an automated debiting system, whereby any or all payments of Rent, Additional Rent, and any other payments required by Tenant or contemplated by this Lease shall be debited monthly or from time to time, as determined by Landlord, from Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's bank account. Tenant shall pay all service fees and other charges connected therewith, including, without limitation, any charges resulting from insufficient funds in Tenant's bank account or any late charges imposed on the Landlord. Tenant's failure to properly designate a bank or financial institution or to promptly provide appropriate information in accordance with this section shall constitute a default of the Lease.

ARTICLE 14 HAZARDOUS SUBSTANCES

14.1 As used herein, the term "Hazardous Substances" shall mean any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects. "Hazardous Substances" shall include, without limitation, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," "toxic substances," "infectious wastes," "biohazardous wastes," "medical wastes," "radioactive wastes" or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws. As used herein, "Environmental Laws" means all present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, licenses, approvals and other entitlements, and rules of common law, pertaining to Hazardous Substances, the protection of the environment or human or animal health or safety.

14.2 Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the the Building, the Property or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all Environmental Laws. If the presence of Hazardous Substances on the the Property caused or permitted by Tenant results in contamination of the Property or any portion thereof, or any soil or groundwater in, under or about the Property, Tenant, at its expense, shall promptly take all actions necessary to return the Property or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of

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this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 14, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

14.3 Tenant shall indemnify, protect, defend and hold harmless Landlord, the Property Manager, and their respective officers, directors, trustees, agents and employees from and against all losses, costs, claims, damages, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) arising out of or in connection with any Hazardous Substances on, in, under or affecting the Premises, Building, Office Project, or any part thereof that are or were attributable to Tenant or any employee, invitee, licensee, agent, contractor, or permitted subtenant or anyone claiming under Tenant or other person or entity acting at the direction, knowledge or implied consent of Tenant, including, without limitation, any cost of monitoring or removal, any reduction in the fair market value or fair rental value of the the Building or the Property, and any loss, claim or demand by any third person or entity relating to bodily injury or damage to real or personal property and reasonable attorneys' fees and costs.

14.4 Tenant shall surrender the Property to Landlord, upon the expiration or earlier termination of the Lease, free of Hazardous Substances which are or were attributable to Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant. If Tenant fails to so surrender the Property, Tenant shall indemnify and hold Landlord harmless from all losses, costs, claims, damages and liabilities resulting from Tenant's failure to surrender the Property as required by this Section, including, without limitation, any claims or damages in connection with the condition of the Property including, without limitation, damages occasioned by the inability to relet the Property or a reduction in the fair market and/or rental value of the Property or any portion thereof, by reason of the existence of any Hazardous Substances, which are or were attributable to the activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

14.05 Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage and removal of potentially infectious medical waste generated in the Property, and Tenant shall provide incineration or other proper disposal of same. This includes, but is not limited to:

- (a) Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.
- (b) Pathological Wastes - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.
- (c) Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.
- (d) Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.
- (e) Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades. Unused sharps should be considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and

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suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 15

EMINENT DOMAIN

15.1 If the Property or any portion thereof are taken as a result of the exercise of the power of eminent domain, or any transfer in lieu thereof, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Property by written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Property. If any material part of the Building or Property shall be taken as a result of the exercise of the power of eminent domain, whether or not the Property are affected, Landlord shall have the right to terminate this Lease by written notice to Tenant within thirty (30) days of the date of the taking. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Property remaining, except that the Rent and Additional Rent shall be reduced in the proportion that the floor area of the Property taken bears to the total floor area of the Property. Common Areas taken shall be excluded from the Common Areas usable by Tenant and no reduction of Rent shall occur with respect thereto or by reason thereof. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided that Landlord shall have no claim to any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business.

15.2 Notwithstanding any other provision of this Article, if a taking occurs with respect to all or any portion of the Property for a limited period of time, this Lease shall remain unaffected thereby and Tenant shall continue to pay Base Rent and Additional Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of any such temporary taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Property during the Term up to the total Base Rent and Additional Rent owing by Tenant for the period of the taking, and Landlord shall be entitled to receive the balance of any award.

15.3 Tenant waives and releases any right, under any applicable law, statute or ordinance now or hereafter in effect, to terminate this Lease in whole or in part due to a taking of the Property as a result of the exercise of the power of eminent domain.

ARTICLE 16

REAL ESTATE BROKERS

The brokers involved in this transaction are identified in Article 1. Each of Tenant and Landlord represents and warrants to the other that it has not had any dealings with any person, firm, broker or finder in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Tenant and Landlord do each hereby indemnify, defend and hold the other harmless from and against any costs, expenses, attorney's fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

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ARTICLE 17 ESTOPPEL CERTIFICATE

17.1 Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated and is in full force and effect; (iii) the amount of the current Base Rent; (iv) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (v) the amount of any Security Deposit paid and the validity of any charges made thereto by Landlord (or, if Tenant contests the validity of any such charges, stating why); (vi) that the Lease has not been subleased or assigned, or if it has been so subleased or assigned, the identity of the subtenant or assignee; and (vii) that Landlord is not in default under this lease (or, if Landlord is claimed to be in default, stating why). Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

17.2 At Landlord's option, the failure to deliver such statement within ten (10) days of such request shall be a material default of this Lease by the responding party, without any further notice to Tenant, or it shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's Base Rent has been paid in advance.

17.3 Tenant shall, when requested by Landlord from time to time but not more frequently than once each year, furnish a true and accurate audited statement of its financial condition for the last three (3) years; provided, however, that if Tenant is a publicly traded company Tenant may satisfy the requirements of this paragraph by providing Landlord with a copy of its Form 10-K.

ARTICLE 18 SALE OR ASSIGNMENT BY LANDLORD

18.1 It is agreed that Landlord may at any time sell, assign or transfer by lease or otherwise its interest as Landlord in and to this Lease, or any part thereof, and may at any time sell, assign or transfer its interest in and to the whole or any portion of the Property. In the event of any transfer of Landlord's interest in the Property, the transferor shall be automatically relieved of any and all of Landlord's obligations and liabilities accruing from and after the date of such transfer provided that the transferee assumes all of Landlord's obligations under this Lease.

18.2 Tenant hereby agrees to attorn to Landlord's assignee, transferee, or purchaser from and after the date of notice to Tenant of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made in the first instance by and between Tenant and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or the foreclosure of, any deed of trust, mortgage or other encumbrances placed by Landlord against all or any portion of the Property, Tenant shall, upon demand, attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed of trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Landlord under the Lease.

ARTICLE 19 SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord, as security for the performance of Tenant's obligations under this Lease, the security deposit set forth in Article 1 above (the "Security Deposit").

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Upon the occurrence of a Default, and upon written notice to Tenant Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant, within five (5) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no Default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the Term and vacation of the Property by Tenant. Landlord shall, subject to the terms and conditions of this Lease, transfer the Security Deposit to any *bona fide* purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit; and Landlord shall be relieved of any liability with respect to the Security Deposit.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

20.2 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate equal to the Prime Rate plus 5%. For purposes hereof, the "Prime Rate" shall be the per annum interest rate as published in the Wall Street Journal as of the date of the payment in question (reflected as the "Latest Prime Rate" at http://online.wsj.com/mdc/public/page/2_3020-moneyrate.html). Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

20.3 Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

20.4 Entire Agreement; Amendments. This instrument, including the exhibits hereto, which are incorporated herein and made a part of this Lease, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Tenant hereby acknowledges that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Building, the Property, or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. This Lease may be amended or modified only by a written agreement signed by Landlord and Tenant.

20.5 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address set forth in the Article 1. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes except that upon Tenant's taking possession of the Property, the Property shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

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20.6 Waivers; Modifications.

(a) No failure by Landlord to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Rent or Additional Rent during the continuance of any such breach, and no acceptance of the keys to or possession of the Property prior to the expiration of the Term by any employee or agent of Landlord shall constitute a waiver of any such breach or of such term, covenant or condition or operate as a surrender of this Lease.

(b) Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. The consent of Landlord given in any instance under the terms of this Lease shall not relieve Tenant of any obligation to secure the consent of Landlord in any other or future instance under the terms of this Lease.

20.7 Recording. This Lease shall not be recorded without Landlord's consent. However, either Landlord or Tenant may, upon request of the other execute, acknowledge and deliver to the requesting party a "short form" memorandum of this Lease for recording purposes if the non-requesting party consents to the recording of such memorandum.

20.8 Holding Over. Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify, defend and hold Landlord harmless against all damages, liabilities and costs, including, but not limited to, attorneys' fees, incurred by Landlord from any delay by Tenant in vacating the Property. If Tenant, with Landlord's consent, remains in possession of the Property or any part thereof after the expiration of the Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the Rent payable shall be two hundred percent (200%) of the Rent payable immediately preceding the Termination Date of this Lease. Any holding over without Landlord's consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies provided hereunder, notwithstanding that Landlord may elect to accept one or more payments of Rent from Tenant.

20.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.10 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

20.11 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Property is located and any litigation concerning this Lease between the parties hereto shall be initiated in county in which the Property is located.

20.12 Subordination.

(a) This Lease, and any Option or right of first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Property shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is

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otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Landlord shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease and such Options shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 19.12.

20.13 Attorney's Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

20.14 Waiver of Jury Trial. LANDLORD AND TENANT VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT IT HAS CONSULTED WITH AND BEEN COUNSELED BY COMPETENT COUNSEL CONCERNING THE WAIVER SET FORTH IN THIS SECTION AND HAS KNOWINGLY MADE SUCH WAIVER.

20.15 Landlord's Access.

(a) Landlord reserves (for itself, its Property Manager, and any other designated agent, representative, employee or contractor) the right to enter the Property at all reasonable times and, except in cases of emergency, after giving Tenant reasonable notice, to inspect the Property, to supply any service to be provided by Landlord hereunder, to show the Property to prospective purchasers, mortgagees or, during the last year of the Term of this Lease, Tenants, to post notices of nonresponsibility, and to alter, improve or repair the Property and any portion thereof, without abatement of Rent or Additional Rent, and may for that purpose erect, use and maintain necessary structures in and through the Property, where reasonably required by the character of the work to be performed, provided that the entrance to the Property shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property or any other loss occasioned thereby. All locks for all of the doors in, upon and about the Property, excluding Tenant's vaults and safes or special security areas (designated in advance in writing by Tenant) shall at all times be keyed to the Building master system and Landlord shall at all times have and retain a key with which to unlock all of said doors. Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in an emergency in order to obtain entry to any portion of the Property, and any entry to the Property or portions thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or an eviction, actual or constructive, of Tenant from the Property or any portion thereof.

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(b) Without limitation of the provisions of Section 19.15(a) above, Landlord and its authorized agents and representative shall be entitled to enter the Property at all reasonable times during business hours for the purpose of exhibiting the same to prospective purchasers and, during the final ninety (90) days of the Term, Landlord shall be entitled to exhibit the Property for hire or for rent and to display thereon in such manner as will not unreasonably interfere with Tenant's business the usual "For Rent" or "For Lease" signs, and such signs shall remain unmolested on the Property.

20.16 Signs. Subject to Landlord's prior right to approve same which will not be unreasonably withheld, and subject to all applicable laws and ordinances governing same, Tenant shall have the right at its sole cost to install an identification sign on the exterior of the Property. If Landlord installs any outside monument or other signage, Tenant shall have the right to include its name and identification on such sign at its sole cost and expense and be given largest area for signage provided Tenant is the largest occupant in the Building. Tenant shall also be allowed to erect signage on the Building facing Western Avenue at its cost, with size and design to be approved prior by Landlord, which will not be unreasonably withheld, and subject to all applicable laws and ordinances governing same. Tenant shall not place any additional signage upon the Property without Landlord's prior written consent.

20.17 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

20.18 Quiet Possession. Tenant, upon paying the Rent due hereunder and performing all of its obligations under this Lease, shall have quiet possession and peaceful enjoyment of the Property for the entire Term subject to all of the provisions of this Lease.

20.19 Authority. If Tenant is a corporation or a limited liability company, Tenant and each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant as follows: Tenant is an entity duly formed and validly existing and in good standing under the laws of its state of organization and qualified to do business in the State of Illinois. Tenant has the power, legal capacity and authority to enter into and perform its obligations under this Lease and no approval or consent of any person is required in connection with the execution and performance hereof. The execution and performance of Tenant's obligations under this Lease will not result in or constitute any default or event that would be, or with notice or the lapse of time would be, a default, breach or violation of the organizational instruments governing Tenant or any agreement or any order or decree of any court or other governmental authority to which Tenant is a party or to which it is subject. Tenant has taken all necessary action to authorize the execution, delivery and performance of this Lease and this Lease constitutes the legal, valid and binding obligation of Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

20.20 Security Measures. Tenant acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Property. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses.

20.21 Lender Modification. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required by an institutional lender in connection with the obtaining of normal financing or refinancing of the Property.

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20.22 Work Letter. This Lease is supplemented by the Work Letter attached hereto as Exhibit C, and incorporated herein by this reference.

20.23 Accord and Satisfaction. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

20.24 Guaranty. As additional security for the prompt, full and faithful performance of each and every obligation of Tenant hereunder, said obligations have been guaranteed by the "Guarantor" described in Article 1 above pursuant to the Guaranty of Lease attached hereto as Exhibit D.

20.25 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

20.26 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or after the execution and delivery of this Lease, and shall not disclose the same to others; provided, however, that it is understood and agreed that the Parties may disclose such data and information to their employees, consultants, lenders, accountants as necessary to perform their respective obligations hereunder. In the event this Lease is terminated by either Party, all statements, documents, schedules, exhibits or other written information obtained in connection with this Lease shall be returned to the respective Party. The terms of this paragraph shall not apply to information that is otherwise available to the public.

20.27 Attachments. Attached hereto are the following documents which constitute a part of this Lease:

Exhibit A	Rules and Regulations for Office Lease
Exhibit B	Commencement Date Agreement
Exhibit C	Work Letter Agreement
Exhibit D	Guaranty of Lease

[SIGNATURES ON FOLLOWING PAGE]

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Signature Page

IN WITNESS WHEREOF, Landlord and Tenant have executed this Office Lease as of the dates following the parties' signatures below (the last of which dates shall be the Commencement Date of this Lease).

LANDLORD:

Meridian Investment Partners, LLC, an Illinois limited liability company

By: _____

Manager

Date: _____, 2020

TENANT:

DIALYSIS CARE CENTER CHICAGO HEIGHTS, LLC,
an Illinois limited liability company

By: _____

Its: _____

Date: _____, 2020

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EXHIBIT A

RULES AND REGULATIONS FOR OFFICE LEASE

Tenant shall faithfully observe and comply with the following Rules and Regulations.

1. Tenant shall not alter any locks or install any new or additional locks or bolts on any doors or windows of the Property without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant, and Tenant shall at all times make sure that landlord has keys to the Property.
2. Tenant, its employees and agents must be sure that the doors to the Property are securely closed and locked when leaving the Property if it is after the normal hours of business of the Property. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Property during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.
3. No furniture, freight or equipment of any kind shall be brought into the Property without Landlord's prior authorization, not to be unreasonably withheld, conditioned or delayed. All moving activity into or out of the Property shall be scheduled with Landlord and done only at such time and in such manner as Landlord reasonably designates. Landlord shall have the right to reasonably prescribe the weight, size and position of all safes and other heavy property brought into the Property and also the times and manner of moving the same in and out of the Property. Safes and other heavy objects shall, if considered reasonably necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight, and Tenant shall be solely responsible for the cost of installing all supports. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Property, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.
4. The requirements of Tenant will be attended to only upon application at the office designated by Landlord. Tenant shall not ask employees of Landlord to do anything outside their regular duties without special authorization from Landlord.
5. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators or any landscaped areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Property. Smoking shall not be permitted in or on the Property.
6. The toilet rooms, urinals and wash bowls shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein.
9. Tenant shall not use or keep in or on the Property any kerosene, gasoline or other inflammable or combustible fluid or material.
10. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Property, or permit or allow the Property to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Property by reason of noise, odors, or vibrations, or to otherwise interfere in any way with the use of the Property.
11. No cooking shall be done or permitted on the Property, nor shall the Property be used for the storage of merchandise, for loading or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory approved equipment and microwave ovens may

ATTACHMENT 33

Availability of Funds

be used in the Property for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors of Tenant, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations; and provided further that such cooking does not result in odors escaping from the Property.

12. Landlord shall have the right to approve where and how telephone wires are to be introduced to the Property. No boring or cutting for wires shall be allowed without the consent of Landlord, not to be unreasonably withheld, conditioned or delayed. The location of telephone call boxes and other office equipment affixed to the Property shall be subject to the approval of Landlord. Except for the hanging of art work, bulletin boards and the like, Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster contained in the Property or in any way deface the Property or any part thereof without Landlord's prior written consent. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Property. Tenant shall not interfere with broadcasting or reception from or in the Property or elsewhere.

14. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

15. No awnings or other projection shall be attached to the outside walls or windows of the Project by Tenant. No curtains, blinds, shades or screens shall be attached to or hung in any window or door of the Property without the prior written consent of Landlord. All electrical ceiling fixtures hung in the Property must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Property. The skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Property shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles."

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

3. Parking stickers or identification devices, if any, shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charges as is reasonably established by Landlord for the loss of such devices. Loss or theft of parking identification stickers or devices from automobiles must be reported to the parking operator immediately. Any parking identification stickers or devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution.

4. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

5. Validation of visitor parking, if established, will be permissible only by such method or methods as Landlord may establish at rates determined by Landlord, in Landlord's sole discretion.

7. The maintenance, washing, waxing or cleaning of vehicles in the parking structure is prohibited.

ATTACHMENT 33 Availability of Funds

8. No vehicles shall be parked in the parking lot overnight. The parking lot shall only be used for daily parking and no vehicle or other property shall be stored in a parking space.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulation as in Landlord's commercially reasonable judgment may from time to time be necessary for the management, safety, care and cleanliness of the Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations.

ATTACHMENT 33 Availability of Funds

EXHIBIT B

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT is made this _____ day of _____, 2019, between **Meridian Investment Partners, LLC**, an Illinois limited liability company (as "**Landlord**") and **DIALYSIS CARE CENTER VOLLMER LLC**, an Illinois limited liability company (as "**Tenant**").

BACKGROUND:

- A. Landlord and Tenant entered into a certain Office Lease dated as of _____, 2019 (the "Lease") for the property at 222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL.
- B. Landlord has performed certain construction activities for the benefit of Tenant pursuant to the terms of the Lease.
- C. Landlord and Tenant desire to memorialize the Commencement Date and certain other terms of the Lease.

NOW, THEREFORE, the parties agree as follows:

1. All capitalized terms used herein and not otherwise defined have the meaning as set forth in the Lease.
2. Notwithstanding any provision of the Lease to the contrary:
 - (a) The Commencement Date is _____, 2021.
 - (b) The Possession Date is _____, 2021.
 - (c) The Rent Commencement Date _____, 2021.
 - (d) The Expiration Date shall be _____.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT 33
Availability of Funds

IN WITNESS WHEREOF, Landlord and Tenant have executed this COMMENCEMENT DATE AGREEMENT as of the dates following the parties' signatures below.

LANDLORD:

Meridian Investment Partners, LLC, an Illinois limited liability company

By: _____

_____, Manager

Date: _____, 2021

TENANT:

DIALYSIS CARE CENTER VOLLMER, LLC, an Illinois limited liability company

By: _____

Its: _____

Date: _____, 2021

ATTACHMENT 33 Availability of Funds

EXHIBIT D

GUARANTY OF LEASE

WHEREAS, **DIALYSIS CARE CENTER VOLLMER, LLC**, an Illinois limited liability company ("Lessee") is party to a Office Lease dated _____, 2021, in which **Meridian Investment Partners, LLC**, an Illinois limited liability company is the lessor ("Lessor"); and

WHEREAS, **DIALYSIS CARE CENTER HOLDINGS, LLC**, an Illinois limited liability company (the "Guarantor") is affiliated with the Lessee, and desires that Lessor enter into the Lease described below, which lease transaction will benefit Guarantor;

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned Guarantor unconditionally guaranties the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Office Lease dated _____, 2021 related to the premises at 222 VOLLMER RD, FIRST FLOOR, Chicago Heights, IL 60805 (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. Guarantor further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantor).

This Guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until all rent, taxes, assessments and utilities and other liabilities under the Lease shall be fully paid and satisfied. In case of any Event of Default (as defined in the Lease), death, incompetency, dissolution, liquidation or insolvency (however evidenced) of, or the institution of any receivership proceeding or proceeding under the bankruptcy laws by either the Lessee or Guarantor, or the institution of any involuntary bankruptcy petition against Lessee or the Guarantor which shall not have been dismissed or withdrawn within 60 days after filing, any or all of the indebtedness hereby guaranteed then existing shall, at the option of Lessor, immediately become due and payable from Guarantor. Notwithstanding the occurrence of any such event, this Guaranty shall continue and remain in full force and effect.

The rent, taxes assessments and utilities guaranteed hereunder shall in no event be affected or impaired by any of the following (any of which may be done or omitted by Lessor from time to time, without notice to Guarantor): (a) any sale, pledge, surrender, compromise, settlement, release extension, indulgence, alteration, substitution, change in, modification or other disposition of any of said rent, taxes, assessments and utilities, or other liabilities, whether express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor; (b) any acceptance by Lessor of any security for, or other guarantors upon any of said rent, taxes, assessments and utilities or other liabilities; (c) any failure, neglect or omission on the part of Lessor to realize upon or protect any of said rent, taxes, assessments and utilities or other liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Lessee possessed by Lessor, toward the liquidation of said indebtedness, obligations or liabilities; (d) any application of payments or credits by Lessor; (e) any release or discharge in whole or in part of any other guarantor of said rent, taxes, assessments and utilities or other liabilities; or (f) any act of commission or omission of any kind or at any time upon the part of Lessor with respect to any

ATTACHMENT 33 Availability of Funds

matter whatsoever. Lessor shall have the sole and exclusive right to determine how, when and to what extent application of payments and credits, if any, shall be made on said rent, taxes, assessments and utilities or other liabilities, or any part of them. In order to hold Guarantor liable hereunder, there shall be no obligation on the part of Lessor at any time to resort for payment to Lessee or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

Guarantor acknowledges and agrees that its liability pursuant to this Guaranty shall be and is joint and several with any other guaranty of said rent, taxes, assessments and utilities or other liabilities by any other person or entity, whether any such other guaranty now exists or hereinafter arises. Guarantor expressly waives presentment, protest, demand, notice of dishonor or default, and notice of acceptance of this Guaranty. Guarantor waives any claim to indemnification, reimbursement, contribution or subrogation from Lessee of any of said rent, taxes, assessments and utilities or other liabilities for any amount paid by the Guarantor pursuant to this or any other guaranty.

Lessor may without notice to the Guarantor, sell, assign or transfer all of its rights in and to the payments set forth in the Lease for rent, taxes, assessments and utilities and other liabilities, or any part thereof, and in that event, each and every immediate and successive assignee, transferee or holder of all or any part of said right to rent, taxes, assessments and utilities or other liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits.

No delay on the part of Lessor in the exercise of any right or remedy under any agreement (including but not limited to the Lease or this Guaranty) shall operate as a waiver thereof, including, but not limited to, any delay in the enforcement of any security interest, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Guaranty shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts wholly executed and performed within the boundaries of that state. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. The recitals set out above are incorporated herein as an integral part of this Guaranty. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

Guarantor represents and warrants to Lessor that: (a) the execution and delivery of this Guaranty, does not and will not contravene or conflict with any provisions of (i) law, rule, regulation or ordinance or (ii) any agreement binding upon the Guarantor or its properties, as the case may be; and (b) this Guaranty is the legal, valid and binding obligations of the Guarantor, enforceable against Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights and remedies of creditors and except as the availability of equitable remedies is subject to judicial discretion; and (c) the financial statements and other information submitted by the Guarantor to the Lessor accurately present the financial condition of Guarantor as of the date stated therein and there have been no material adverse changes in such financial conditions since those dates.

All notices and other communications required or permitted to be given to Guarantor or to Lessor shall be done in accordance with the procedure set forth in the Lease and in the case of Guarantor to the address set forth below the signature line of this Guaranty. Guarantor acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by it. Guarantor acknowledges that it has reviewed the Lease, and that Lessor has recommended to Guarantor that it be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

ATTACHMENT 33 Availability of Funds

THIS GUARANTY OF LEASE HAS BEEN SIGNED AND DELIVERED ON THIS ____ DAY
OF _____, 2021.

DIALYSIS CARE CENTER HOLDINGS, LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

STATE OF ILLINOIS)

COUNTY OF _____)

) SS.

ACKNOWLEDGMENT

I, the undersigned, being a Notary Public in and for said State and County, certify that
_____ did appear before me this day in person and subscribed his/her name to
this GUARANTY OF LEASE as the Manager/Member of **DIALYSIS CARE CENTER HOLDINGS,**
LLC, as his/her free and voluntary act and as the free and voluntary act of said company for the uses and
purposes herein set forth. Subscribed and sworn to before me this ____ day of _____, 2021.

[SEAL]

[Notary Public]

ATTACHMENT 34
Financial Waiver

The proposed project is being funded entirely through cash and cash equivalents, thereby meeting the criteria for the financial waiver provided in 77 Ill. Admin. Code Section 1120.130. The 2019 audited financial statement for Dialysis Care Center Holdings, LLC was previously submitted to the Board for review.

ATTACHMENT 36 Economic Feasibility

The proposed project meets the state standards for reasonableness based on the cost per square foot for the modernization of space to house an ESRD facility with 9 in-center hemodialysis stations.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
In-Center Hemodialysis		\$152.83			4,680			\$715,260	\$715,260
Contingency		\$12.23			0			\$57,220	\$57,220
TOTALS		\$165.06			4,680			\$772,480	\$772,480
* Include the percentage (%) of space for circulation									

ATTACHMENT 36
Economic Feasibility

Fair Market Value Leased Space			
DCC Chicago Heights			
Initial Base rent + CAM	Year 1-5	\$	15.00
	Year 6-10	\$	16.50
Escalation			0.0%
Rentable square feet			7170
Term			10
Discount Rate			8%
	Annual Rent	Discount Factor	Present Value of Rent
Year 1	\$ 107,550	0.9259	\$ 99,580.55
Year 2	\$ 107,550	0.8573	\$ 92,202.62
Year 3	\$ 107,550	0.7938	\$ 85,373.19
Year 4	\$ 107,550	0.735	\$ 79,049.25
Year 5	\$ 107,550	0.6806	\$ 73,198.53
Year 6	\$ 118,305	0.6302	\$ 74,555.81
Year 7	\$ 118,305	0.5835	\$ 69,030.97
Year 8	\$ 118,305	0.5403	\$ 63,920.19
Year 9	\$ 118,305	0.5002	\$ 59,176.16
Year 10	\$ 118,305	0.4632	\$ 54,798.88
FMV of Lease			\$ 750,886.14

ATTACHMENT 36
Economic Feasibility



Proforma
Summarized Profit and Loss Statement

	INCEPTION	YE 1	YE 2
Total Patients	5	56	68
Total Treatments	726	8131	9874
Revenue	\$ 193,552	\$ 2,238,803	\$ 2,808,407
Expenses			
Total Personnel	556,000.00	823,603.53	991,135.55
Total Supplies	47,190.00	540,155.62	657,828.60
Total Facilities Expenses	442,143.73	604,801.15	645,099.85
Total Intial Fees	5,025.00	-	-
Depreciation	54,657.14	54,657.14	54,657.14
Amortization of Leasehold Irr	11,666.67	11,666.67	11,666.67
Overhead-3% of Rev	5,806.55	67,164.10	84,252.20
Write Offs - 1% of Rev	1,935.52	22,388.03	28,084.07
TOTAL EXPENSES	1,124,424.60	2,124,436.24	2,472,724.07
Income (Loss) Operations	(930,873.00)	114,367.14	335,682.56
Percent Profit	-481%	5%	12%

Projected Operating Costs

Year 2 of Operation

Expenses	\$2,294,064
Estimated Annual Treatments	9874
Cost per Treatment	\$232.34

Total Effect of the Project on Capital Costs

Year 2 of Operation

Depreciation/Amortization	\$66,323.81
Estimated Annual Treatments	9874
Capital Cost per Treatment	\$6.72

ATTACHMENT 36
Economic Feasibility



November 9, 2020

Courtney Avery
Board Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

RE: Reasonableness of Financing Letter

Dear Ms. Avery:

I hereby attest that the terms and conditions of the proposed debt financing associated with the establishment of Dialysis Care Center Vollmer, LLC are reasonable. The applicant is a newly formed entity, without liquid assets that could be used to fund the project. The project will be funded through a combination of cash resources held by Dialysis Care Center Holdings, LLC ("DCC").

Furthermore, I certify that, DCC maintains sufficient cash and short term securities to fund this project and as this project will not require debt financing. The expenses associated with the lease of space and equipment are less than those associated with construction of a new facility.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

ATTACHMENT 37

Safety Net Impact Statement

Dialysis Care Center Vollmer will not have any impact on safety net services in HSA 7 or the surrounding Chicago Heights community. Outpatient dialysis facilities services provide a necessary service for patients in need of life sustaining dialysis care. This care is not viewed as a safety net service in the same way that primary care services are. Additionally, because there is an identified patient base to utilize this facility it is not expected to impact or alter the delivery of healthcare services by any area providers.

There is no reason to believe that this project would have any adverse impact on any provider or health care system that provides dialysis care services on an outpatient basis. Dialysis Care Center Vollmer will be operated as an open staff facility, which means that any nephrologist will be able to refer their patients and apply for privileges to provide services at the facility, if they desire.

Dialysis Care Center Vollmer is committed to providing ESRD services to all patients with or without insurance and to patients without regard to their ability to pay for service. It will be Dialysis Care Center Vollmer's policy to not refuse any patients who require immediate service. Furthermore, Illinois Medicaid patients will not be denied services.

Dialysis Care Center Vollmer, LLC is a new entity and has no applicable historical data for this section of the application. However, there is information available for another applicant, Dialysis Care Center Holdings, LLC and that information is listed below.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	2016	2017	2018
Inpatient	N/A	N/A	N/A
Outpatient	5	8	19
Total	5	8	19
Charity (cost in dollars)			
Inpatient	N/A	N/A	N/A
Outpatient	\$7,800	\$18,000	\$44,055
Total	N/A	N/A	N/A
MEDICAID			
Medicaid (# of patients)	2016	2017	2018
Inpatient	N/A	N/A	N/A
Outpatient	6	22	31
Total	6	22	31
Medicaid (revenue)			
Inpatient	N/A	N/A	N/A
Outpatient	\$12,360	\$51,355	\$220,715
Total	N/A	N/A	N/A

ATTACHMENT 38 Charity Care Information

It is will be the express policy of Dialysis Care Center Vollmer is to provide services to all patients regardless of race, color, national origin, gender identification, sexual orientation, or other personal identifying characteristic.

Dialysis Care Center Vollmer is committed to providing ESRD services to all patients with or without insurance and to patients without regard to their ability to pay for service. It will be Dialysis Care Center Vollmer's policy to not refuse any patients who require immediate service. Furthermore, Illinois Medicaid patients will not be denied services. The facility will also be committed to work with any patient to try and find any financial resources and any programs for which they may qualify for.

Dialysis Care Center Vollmer will participate in the American Kidney Fund (AKF) to assist patients with insurance premiums, and this results in no cost to the patient. Additionally, the Dialysis Care Center organization is active in the community and provide charitable donations to many organizations including the National Kidney Fund of Illinois.

Please find included with this attachment the proposed facility's Admission Policy and Charity Policy.

Dialysis Care Center Vollmer, LLC is a new entity and has no applicable historical data for this section of the application. However, there is information available for another applicant, Dialysis Care Center Holdings, LLC and that information is listed below.

CHARITY CARE			
	2016	2017	2018
Amount of Charity Care (charges)	\$12,360	\$51,355	\$220,715
Cost of Charity Care	\$12,360	\$51,355	\$220,715

ATTACHMENT 38 Charity Care Information

Admission Policy

- I. Purpose: The purpose of this policy is to define requirements for admission to the Dialysis Care Center (DCC).
- II. Performed by: Medical Director, Program Manager, Program Nurse
- III. Overview: All patients must receive modality education by their referring physician prior to being admitted to the facility. The Program staff will further educate the patient on the modality he/she has chosen. The facility Patient Handbook will also include education on the different treatment modalities and instruct the patient on his/her right to change their treatment modality provided they meet the criteria for that modality and they have discussed this with their physician and the members of the interdisciplinary team (IDT).
- IV. Supplies:
 - A. Assignment of Benefits Form
 - B. Release of information Form
 - C. Admission Agreement
 - D. Consent for Dialysis
 - E. Patient Handbook
- V. Policy:
 - A. All patients referred to DCC will be treated regardless of race, creed, age, sex, color, disability, or national origin.
 - B. In order to develop the admission treatment orders and to identify and address any urgent medical needs prior to the completion of the comprehensive patient assessment by the IDT, the Medical Director, nephrologist or physician extender and the Program Registered Nurse will be responsible for an initial assessment before the initiation of the patient's first dialysis treatment in the facility.
 - C. The initial medical assessment may be completed by review of the patient's medical records or consultation with the referring physician and is not intended to require the medical staff physically see the patient in the facility prior to the first treatment.
 - D. Orders for treatment must be obtained prior to the initial dialysis

ATTACHMENT 38

Charity Care Information

treatment. The Registered Nurse will meet with the patient new to dialysis to perform an initial nursing assessment prior to initiation of treatment. The minimum nursing evaluation prior to initiating treatment for a patient new to dialysis will include the following:

- Neurologic: level of alertness, orientation
- Subjective complaints
- Pain status
- Activity: ambulation status, support needs, falls risk
- Access assessment
- Respiratory: description of respirations and lung sounds
- Cardiovascular: heart rate and rhythm, blood pressure, any edema
- Fluid gains
- integumentary: skin color, temperature, and any type/location of wounds

E. All appropriate paperwork must be completed prior to admission and includes receipt of medical and financial record to allow enough time for review by the physician and clinical staff. The following forms must be signed before admission to the facility:

- Assignment of Benefits (AOB)
- Release of Information
- Admission Agreement

F. Hepatitis testing is required prior to admission.

G. Financial approval for the patient's admission will be granted based on the patient's insurance coverage the patient's intent to pursue other assistance programs if indicated. Any individual unable to obtain or ineligible for financial or insurance coverage, or refusing to disclose insurance information will not be granted financial clearance to be admitted to the Program.

H. Copies of insurance coverage are required prior to admission.

I. Prior to initiation of dialysis, a consent form for the specific dialysis treatment modality must be signed by the patient or authorized Caregiver.

VI. Procedure: Please follow the steps in the table below.

1	Review admission policy with appropriate staff to ensure admission process is understood and followed.
2	Obtain and review hepatitis status of patient with the Medical Director, physician or physician extender prior to admission.

ATTACHMENT 38
Charity Care Information

3	Obtain patient or authorized caregiver signature on all admission documents including but not limited to the AOB, Release of Information and Consent
4	As certain that the patient has received financial and medical clearance and has been approved for admission to the Program/facility before accepting the patient for treatment.

VII. References:

- Federal Register (April 2008). Centers for Medicare & Medicaid Services (CMS), Conditions for Coverage, 494.150 Medical Director.

VIII. Associate Policies:

- Hemodialysis Consent Policy

ATTACHMENT 38
Charity Care Information

Charity Policy

- I. Purpose:** The purpose of this policy is to define requirements for admission to the Dialysis Care Center Chicago Heights, LLC (DCC).
- II. Performed by:** Medical Director, Program Manager, Program Nurse
- III. Policy:**
 - A. Provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid pursuant to an Indigent Waiver policy.
 - B. Assist patients who do not have insurance in enrolling when possible in Medicaid and/or Medicaid as applicable, and also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.
 - C. Provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. They are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants.
 - D. Provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation

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26	Kidney Transplantation	n/a
27	Subacute Care Hospital Model	n/a
28	Community-Based Residential Rehabilitation Center	n/a
29	Long Term Acute Care Hospital	n/a
30	Clinical Service Areas Other than Categories of Service	n/a
31	Freestanding Emergency Center Medical Services	n/a
32	Birth Center	n/a
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33	Availability of Funds	130-167
34	Financial Waiver	167
35	Financial Viability	n/a
36	Economic Feasibility	168-171
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