

## Roate, George

---

**From:** Anne Cooper [ACooper@Polsinelli.com]  
**Sent:** Monday, October 24, 2011 4:52 PM  
**To:** Roate, George  
**Cc:** Constantino, Mike; Kara Friedman; 'penny.d.davis@davita.com'  
**Subject:** Lake Park Dialysis LOI  
**Attachments:** Lake Park LOI.pdfa.pdf

George,

Attached please find a fully executed copy of the letter of intent for Lake Park Dialysis. Please let me know if you need any additional information for your review.

Anne

**RECEIVED**

OCT 25 2011

HEALTH FACILITIES &  
SERVICES REVIEW BOARD



**Anne M. Cooper**  
*Attorney*

161 N. Clark Street  
Suite 4200  
Chicago, IL 60601

tel: 312.873.3606  
fax: 312.873.2957

acooper@polsinelli.com  
*Add me to your address book...*



**please consider the environment before printing this email.**

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

---

IRS CIRCULAR 230 DISCLOSURE: Unless expressly stated otherwise, any U.S. federal tax advice contained in this e-mail, including attachments, is not intended or written by Polsinelli Shughart PC (in California, Polsinelli Shughart LLP) to be used, and any such tax advice cannot be used, for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service.



**USI REAL ESTATE BROKERAGE SERVICES INC.**  
A USI COMPANY

2215 YORK RD, SUITE 110  
OAKBROOK, IL 60523

TELEPHONE: 630-990-3658  
FACSIMILE: 630-990-2300

October 24, 2011

Mr. Dan Abdo  
The Glazier Corporation  
308 West Erie Street  
Chicago, IL 60610

**RECEIVED**

OCT 25 2011

RE: 4253 South Cottage Grove Avenue  
Chicago, IL 60653

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

Dear Dan:

USI Real Estate Brokerage Services Inc. has been exclusively authorized by Total Renal Care, Inc., a subsidiary of DaVita Inc., to provide the following non-binding agreed to terms letter for the above referenced property.

- LOCATION:** 4253 South Cottage Grove Avenue, Chicago, IL 60653
- TENANT:** Total Renal Care, Inc. or related entity to be named
- LANDLORD:** Limited Partnership to be formed with Glazier Corp. as general partner.
- INITIAL SPACE REQUIREMENTS:** 12,125 square feet
- PRIMARY TERM:** Fifteen (15) years
- POSSESSION AND COMMENCEMENT:** Tenant will take possession of the premises upon the later of completion of Landlord's required work (if any) or mutual lease execution. In any event, the rent and term shall commence the earlier of four (4) months from possession or until:
  - a. Leasehold Improvements within the Premises have been completed in accordance with the final construction documents (except for nominal punch list items).
- FAILURE TO DELIVER PREMISES:** If Landlord has not delivered the premises to Tenant with all base building items substantially completed by 12 months from issuance of Landlord's building permit and waivers of all tenant contingencies, Tenant may elect to terminate the lease by written notice to Landlord.
- LEASE FORM:** The Tenant will provide its standard lease form as per the 51<sup>st</sup> & King property. This is an update of the Western Avenue lease.

**USE:**

The use is for a Dialysis Clinic, related medical, office and distribution of pharmaceuticals in connection therewith. *Please verify that the use and parking are permitted within the building's zoning.* Yes, zoning permits a dialysis center.

**BASE BUILDING:**

The following items must be delivered by the Landlord to the premises as part of the base building (to be limited to utilities sized and design approval by utility company and/or municipality etc.):

- A 2" dedicated water meter and line.
- A 4" sewer line to a municipal sewer system.
- Minimum 400 to 1200, 120/208 volt 3 phase, 4 wire electrical service.
- Gas service, at a minimum, will be rated to have 6" of water column pressure and supply 800,000 BTU's.
- HVAC rooftop Units/Systems and all associated cost with unit (or \$7.30 allowance provided).
- Landlord shall pay the actual cost of a two-story hole-less hydraulic handicapped-accessible elevator (which includes material and installation) with a 2,500 pound capacity. The elevator installation shall be coordinated by Tenant within its construction schedule.

Please refer to the attached Exhibit B regarding additional base building improvements and site development requirements.

**OPTION TO RENEW:**

Tenant will have three (3) five (5) year options to renew the lease, increasing 10% per each 5 years with prior written notice due six (6) to twenty-four (24) months in advance of each renewal.

**RENTAL RATE:**

\$23.60/SF NNN, 10% increases every five years.

**HOLDING OVER:**

In the event Tenant remains in possession of the Premises after the expiration of the term of this Lease, then Tenant shall be obligated to pay rent at the then current rate plus 20%.

**PARKING:**

Please indicate the number and location of parking spaces. Tenant requires five (5) designated spaces for its use. See site plan.

**CONCESSIONS:**

None

**COMMON AREA EXPENSES  
AND REAL ESTATE TAXES:**

Please provide a detailed itemization and estimates of all common area operating expense components including real estate taxes (\$3.50/sf/yr) and special assessments (N/A), insurance (\$0.50/sf/yr), landscape maintenance (\$0.25/sf/yr), exterior lighting (\$0.15/sf/yr), property management (\$0.20/sf/yr), maintenance (\$0.20/sf/yr) utilities, janitorial, security, etc., for which the client will be responsible to pay. If the lease provides for a base year for operating expenses, please indicate what the base year will be for a renewal.

**SIGNAGE:**

Tenant will have the right to install building signage at the Premises, subject to Landlord's consent, which consent shall not be unreasonably withheld, and subject to compliance with all applicable laws and regulations. All signage shall conform to municipality limitations and requirements.

**BUILDING HOURS:**

Tenant requires building hours of 24 hours a day, 7 days a week. *Please indicate building hours for HVAC and utility services. Yes.*

**SUBLEASE/ASSIGNMENT:**

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita Inc. without the consent of the Landlord. In the event of any sublease or assignment, the guarantee shall survive.

**GOVERNMENTAL COMPLIANCE:**

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

**ROOF RIGHTS:**

If the building does not have cable television service, then Tenant will need the right to place a satellite dish on the roof at no additional fee. Such shall be installed properly and per code, with all structural or waterproofing matters to be approved by Landlord in advance.

**SECURITY DEPOSIT:**

None

**CORPORATE GUARANTEE:**

The same form as provided under the 51<sup>st</sup> & King lease.

**ARCHITECT:**

Landlord will use the architect for the building shell, etc. of DaVita's choice (Studio-GC architecture + interiors).

**CONTINGENCIES**

Tenant will need to apply for a Certificate of Need for the final location. If Tenant does not get the Certificate of Need by February 28, 2012, Tenant shall notify Landlord and upon the giving of such notice, prior to such date, the Lease will be null and void. If they do get the Certificate of Need, then they will go forward with the lease based on satisfying the other contingencies that are in their standard Lease Document.

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need



(CON) permit from the Illinois Health Facilities Planning Board (the "Planning Board"). Tenant agrees to proceed using its commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. Based on the length of the Planning Board review process, Tenant does not expect to receive a CON permit prior to February 28, 2012. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to the approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective pending CON approval. Assuming CON permit approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the Planning Board does not award Tenant a CON permit to establish a dialysis center on the Premises by February 28, 2012 neither party shall have any further obligation to the other party with regard to the negotiations, lease or Premises contemplated by this Letter of Intent.

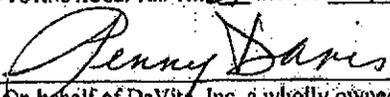
**BROKERAGE FEE:**

Landlord agrees that it recognizes USI Real Estate Brokerage Services Inc. as the client's sole representative. A brokerage fee of \$1.00/SF per year of the lease term from years 1 - 10 and \$.50/SF per year for years 11 - 15 shall be paid to USI, per separate commission agreement. The client shall retain the right to offset rent for failure to pay the Real Estate Commission.

AGREED TO AND ACCEPTED THIS 24<sup>TH</sup> DAY OF  
OCTOBER 2011

By:   
Glazier Corp. as general partner  
("Landlord")

AGREED TO AND ACCEPTED THIS 27<sup>TH</sup> DAY OF October 2011

By:   
On behalf of DaVita, Inc. a wholly owned  
subsidiary of DaVita, Inc. ("Tenant")

It should be understood that this Final Agree to terms letter is subject to the terms of Exhibit A attached hereto.

Thank you for your time and cooperation in this matter.

  
Emmett Purcell  
Senior Vice President, Real Estate Services  
USI Real Estate Brokerage Services, Inc.

Cc: James Burke  
Penny Davis  
Kelly Ladd  
Edgar Levin  
Christian Maese

EXHIBIT A

NON-BINDING NOTICE

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



**EXHIBIT B**

**SCHEDULE A - TO WORK LETTER**

**MINIMUM BASE BUILDING IMPROVEMENT REQUIREMENTS**

At a minimum, the Lessor shall provide the following Base Building and Site Development Improvements to meet Lessee's Building and Site Development specifications at Lessor's sole cost:

All MBBI work completed by the Lessor will need to be coordinated and approved by the Lessee and their Consultants prior to any work being completed, including shop drawings and submittal reviews.

**1.0 - Building Codes & Design**

All Minimum Base Building Improvements (MBBI) and Site Development are to be performed in accordance with all current local, state, and federal building codes including any related amendments, fire and life safety codes, ADA regulations, State Department of Public Health, and other applicable codes as it pertains to Dialysis. All Lessor's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer and must be coordinated with the Lessee Improvement plans and specifications.

**2.0 - Zoning & Permitting**

Building and premises must be zoned to perform services as a dialysis clinic. Lessor to provide all permitting related to the base building and site improvements.

**3.0 - Common Areas**

Lessee will have access and use of all common areas i.e. Lobbies Hallways, Corridors, Restrooms, Stairwells, Utility Rooms, Roof Access, Emergency Access Points and Elevators. All common areas must be code and ADA compliant for Life Safety per current federal, state and local code requirements.

**4.0 Foundation and Floor**

*(Landlord will pay tenants contractor to pour the slab/floor for the entire Davita premise at a price not to exceed \$5.00 psf)*

The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by the Lessor's engineer to accommodate site-specific Climate and soil conditions and recommendations per Lessor's soil engineering and exploration report (To be reviewed and approved by Lessee's engineer).

Foundation to consist of formed concrete spread footing with horizontal reinforcing sized per geotechnical engineering report. Foundation wall, sized according to exterior wall systems used and to consist of formed and poured concrete with reinforcing bars or a running bond masonry block with proper horizontal and vertical reinforcing within courses and cells. Internal masonry cells to be concrete filled full depth entire building perimeter. Foundation wall to receive poly board R-10 insulation on interior side of wall on entire building perimeter (if required by code). Provide proper foundation drainage.

The floor shall be concrete slab on grad and shall be a minimum five-inch (5") thick with minimum concrete strength of 3,000-psi and proper wire mesh, fiber mesh, and/or rebar reinforcement over vapor barrier and granular fill per Lessor's soils and/or structural engineering team whichever is more stringent. Finish floor elevation to be a minimum of 8" above finish grade. Include proper expansion control joints. Floor shall be level (1/8" with 10' of run), smooth, broom clean with no adhesive residues, in a condition that is acceptable to install floor coverings in accordance with the flooring manufacturer's specifications.

Concrete floor shall be constructed so that no more than 3-lbs. of moisture per 1000sf/24 hours is emitted per completed calcium chloride testing results after 28 day cure time. Means and methods to achieve this level will be responsibility of the Lessee. Under slab plumbing shall be installed by Lessee's General Contractor in coordination with Lessor's General Contractor, inspected by municipality and Lessee for approval prior to pouring the building slab.

#### 5.0 - Structural

Structural systems shall be designed to provide a minimum 13'-0" clearance (for 10'-0" finished ceiling height and 15' clearance for a 12" ceiling height) to the underside of the lowest structural member from finished slab and meet building steel (Type II construction or better) erection requirements, standards and codes. Structural design to allow for ceiling heights (as indicated above) while accommodating all Mechanical, Plumbing, Electrical above ceiling. Structure to include all necessary members including, but not limited to, columns, beams, joists; load bearing walls, and demising walls. Provide necessary bridging, bracing, and reinforcing supports to accommodate all Mechanical systems (Typical for flat roofs - minimum of four (4) HVAC roof top openings, one (1) roof hatch opening, and four (4) exhaust fans openings).

The floor and roof structure shall be fireproofed as needed to meet local building code and regulatory requirements.

Roof hatch shall be provided and equipped with ladders meeting all local, state and federal requirements.

#### 6.0 - Exterior walls

Exterior walls to be fire rated if required by local or State code requirements. If no fire rating is required, walls shall be left as exposed on the interior side of the metal studs or masonry/concrete with exterior insulation as required to meet code requirements and for an energy efficient building shell. Lessee shall be responsible for interior gyp board, taping and finish.

#### 7.0 - Demising walls

All demising walls shall be a 1 or 2hr fire rated wall depending on local, state and/or regulatory (NFPA 101 - 2000) codes requirements whichever is more stringent. Walls will be installed per UL design and taped (Lessee shall be responsible for final finish preparation of gypsum board walls on Lessee side only). At Lessee's option and as agreed upon by Lessor, the interior drywall finish of demising walls shall not be installed until after Lessee's improvements are complete in the wall. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have sound attenuation batts from floor to underside of deck.

#### 8.0 - Roof Covering

The roof system shall have a minimum of a fifteen (15) year life span with a standard 10 year full (no dollar limit - NDL) manufacturer's warranty against leakage due to ordinary wear and tear. Roof system to include a minimum of R-30 insulation or as per City of Chicago requirements (whichever is greater). Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the site or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the building, sidewalks, and pavement. Roof and all related systems to be maintained by the Lessor for the duration of the lease. Lessor to provide Lessee copy of material and labor roof warranty for record.

#### 9.0 - Parapet

Lessor to provide a parapet wall based on building designed/type. HVAC Rooftop units should be concealed from public view if required by local code.



**10.0 - Façade**

Lessor to provide specifications for building façade for lessee review and approval. All wall system to be signed off by a Lessor's Structural Engineer. Wall system options include, but not limited to:

4" Face brick Veneer on 6" 16 or 18ga metal studs, appropriately sized structural block wall with face brick, (or wood equal), R- 19 or higher batt wall insulation, on Tyvek (commercial grade) over 5/8" exterior grade gypsum board (or plywood).

Or

2" EIFS on 6" 16 or 18ga metal studs (or wood equal), R- 19 or higher batt wall insulation, on 1/2" cement board or equal.

Or

8" Split faced block with 3-1/2" to 6" 20ga metal stud furring (or wood equal), batt wall insulation to meet energy code and depth of mtl stud used.

**11.0 - Canopy** (Landlord shall provide a canopy as follows. Canopy to be designed and permitted by Tenant prior to commencement of Landlord's construction. .)

Covered drop off canopy at Lessee's front entry door. Approximate size to be 16' width by 21' length with 10'-9" minimum clearance to structure with full drive thru capacity (subject to site plan layout). Canopy to accommodate patient drop off with a level grade ADA compliant transition to the finish floor elevation. Canopy roof to be an extension of the main building with blending rooflines. Controlled storm water drainage requirements of gutters with downspouts connected to site storm sewer system or properly discharged away from the building, sidewalks, and pavement. Canopy structural system to consist of a reinforced concrete footing, structural columns and beam frame, joists, decking and matching roof covering. Canopy columns clad with cementitious board and masonry veneer piers, matching masonry to main building. Steel bollards at column locations.

**12.0 - Waterproofing and Weatherproofing**

Lessor shall provide complete water tight building shell inclusive but not limited to, Flashing and/or sealant around windows, doors, parapet walls, Mechanical / Plumbing / Electrical penetrations. Lessor shall properly seal the building's exterior walls, footings, slabs as required in high moisture conditions such as (including but not limited to) finish floor sub-grade, raised planters, and high water table. Lessor shall be responsible for replacing any damaged items and repairing any deficiencies exposed during / after construction of tenant improvement.

**13.0 - Windows**

Lessor to provide code compliant energy efficient windows and storefront systems to be 1" tinted insulated glass with thermally broken insulated aluminum mullions. Window size and locations to be determined by Lessee's architectural floor plan and shall be coordinate with Lessee's Architect.

**14.0 - Thermal Insulation**

All exterior walls to have a vapor barrier and insulation that meets or exceeds the local and national energy codes. The R value to be determined by the size of the stud cavity and should extend from finish floor to bottom of floor or ceiling deck. Roof deck to have a minimum R-30 insulation (or per City of Chicago requirements/energy code) mechanically fastened.

### 15.0 - Exterior Doors

All doors to have weather-stripping and commercial grade hardware (equal to Schlage L Series or better). Doors shall meet American Disability Act (ADA), and State Department of Health requirements. Lessor shall change the keys (reset tumblers) on all doors with locks after construction, but prior to commencement of the Lease, and shall provide Lessee with three (3) sets of keys. Final location of doors to be determined by Lessee architectural floor plan and shall be coordinate with Lessee's Architect. At a minimum, the following doors, frames and hardware shall be provided by the Lessor:

- Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, continuous hinge and lock mechanism. Door to be prepped to accept power assist opener and push button keypad lock provided by Lessee.
- Service Doors: Provide 72" wide double door (Alternates for approval by Lessee's Project Manager to include: 60" Roll up door, or a 48" wide single door or double door with 36" and 24" doors) with 20 gauge insulated hollow metal (double doors), Flush bolts, T astragal, Heavy Duty Aluminum threshold, continuous hinge each leaf, prepped for panic bar hardware (as required by code) painted with rust inhibiting paint and prepped to receive a push button keypad lock provided by Lessee. Door to have a 10" square vision panel cut out with insulated glass installed if requested by Lessee.
- Fire Egress Doors: Provide 36" wide door with 20 gauge insulated hollow metal door or Aluminum frame/glass door with panic bar hardware, lock, hinges, closer and painted with rust inhibiting paint. Door to have a 10" square vision panel cut out with insulated glass installed if requested by Lessee.

### 16.0 - Utilities

All utilities to be provided at designated utility entrance points into the building at locations approved by the Lessee. Lessor is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Lessee's Architect. Lessor shall have contained within the building a common main room to accommodate the utility services which include, but not limited, to electrical, fire alarm, security alarm and fire riser if in a multi tenant building.

### 17.0 - Plumbing

Lessor to provide a segregated/dedicated 2" or greater water line (or as such capacity sized by tenants Engineer and approved by municipality based on tenant use calculations (not tied-in to any other lessee spaces, fire suppression systems, or irrigation systems) with a shut off valve, 2 (two) 2" or greater back flow preventors (with floor drain under BFP) in parallel, and city of Chicago sized 2" or greater meter (1-1/2" meter under special circumstances which must be approved by Lessee) to provide a continuous minimum 50 psi, with a minimum flow rate of 30 gallons per minute to Lessee space. Lessor to provide Lessee with the most recent water flow and pressure test results (gallons per minute and psi) for approval. Lessor shall perform water flow and pressure test prior to lease execution. The tenant is to install a pump if the city's water pressure is under the required needed for tenant. Lessor shall stub the dedicated water line into the building per location coordinated by Lessee. Lessor to provide and pay for all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies. The City of Chicago may require that the base building have one water service tap to the mainline with the tenant branching off both domestic and sprinkler requirements within the premises. The City of Chicago rules and regulations govern water service installation.

Exterior (anti-freeze when required) hose bibs (minimum of 2) in locations approved by Lessee.

Sanitary sewer line to be minimum of four-inch (4") and shall be stubbed into the building per location coordinated by Lessee at finished floor elevation with a cleanout structure at sufficient depth to continuously waste 30 gallons per minute. Invert level of new 4" sanitary line will be a minimum of 4'-6" and a maximum of 10'-0" below finished floor at the point of entry, coordinate actual depth and location with Lessee's Architect and Engineer. New sanitary line will be properly pitched to accommodate Lessee's sanitary system per Lessee's plumbing plans. All sanitary design and construction must accommodate existing conditions and will need to be approved by the city of Chicago (and any other sanitary government approval). And will govern final approval.

Sanitary sampling manhole to be installed by Lessor if required by local municipality.

#### 18.0 - Fire Suppression System

Lessor shall design and install a complete turnkey sprinkler system (less drops and heads in Lessee's space) that meets all local building and life safety codes per NFPA 101-2000. This system will be on a dedicated water line independent of Lessee's water line requirements (as per the city of Chicago), including municipal approved shop drawings, service drops and sprinkler heads at heights per Lessee's reflective ceiling plan, flow control switches wired and tested, alarms including wiring and an electrically/telephonically controlled fire alarm control panel connected to a monitoring systems for emergency dispatch.

Lessor to provide main Fire Alarm panel only that serves the Lessee space and will have the capacity to accommodate devices in Lessee space based on final approved Fire Alarm system approved by local Building or Fire Department. If lease space is in a multi tenant building then Lessor to provide Fire Alarm panel to accommodate all tenants and locate panel in a common room with conduit stub into lessee space. (LL can provide credit (or mutually agreed Allowance on FA Panel for tenant to complete all of the work).

Fire Suppression and Alarm system equipment shall be equipped for double detection activation per GAHJ.

#### 19.0 - Electrical

Provide underground service (or overhead as per municipal and com-ed approval) with a dedicated meter via a new CT cabinet. Service size to be determined by Lessee's engineer dependant on facility size and gas availability (400amp to 1200amp service) 120/208 volt, 3 phase, 4 wire to a load center in the Lessee's utility room (location to be per municipal Code and coordinated with Lessee and their Architect) for Lessee's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Transformer coordination with utility company, transformer pad, and underground conduit sized for service, circuit termination cabinet, grounding rod, main panel with breaker, conduit and wire inclusive of excavation, trenching and restoration. Lessee's engineer shall have the final approval on the electrical service size and location.

Lessor will allow Lessee to have installed, at Lessee cost, Transfer Switch for temporary generator hook-up, or permanent generator.

#### 20.0 - Gas

Natural gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000-BTU's. (or as sized by the municipality or utility provider ex. Based on estimated usage) Natural gas pipeline shall be stubbed into the building per location coordinated with Lessee and shall be individually metered and sized per demand. Additional electrical service capacity will be required if natural gas service is not available to the building.

**21.0 - Mechanical /Heating Ventilation Air Conditioning**

Lessor to be responsible for the cost of the HVAC system based on the below criteria. Lessor will provide credit of \$ 7.30SF as per above for HVAC and exhaust related work.

Lessee will be responsible for the purchase and installation of the HVAC system based on below criteria.

The criteria is as follows: Equipment to be Carrier or Trane. Equipment will be new and come with a full warranty on parts (minimum of 5yrs) including labor. Supply air shall be provided to the Premises sufficient for cooling at the rate of 325 square feet per ton to meet Lessee's demands for a dialysis facility. Ductwork shall be extended 5' into the space for supply and return air. System to be a ducted return air design. All ductwork to be externally lined accept for the drops from the units. Work to include, but not limited to, the purchase of the units, installation, roof framing, mechanical curbs, flashings, gas & electrical hook-up, thermostats and start-up. Anticipate minimum up to five (5) zones with programmable thermostat. Lessee's engineer shall have the final approval on the sizes, tonnages, zoning, location and number of HVAC units based on design criteria and local and state codes.

Lessor to furnish steel framing members for the exhaust and HVAC units only., Tenant to provide roof curbs and flashing for units. Tenant to use Landlord's roofer for all roof-related flashing and work in order to maintain the warranty. Lessee exhaust fans (minimum of 4) to be located by Lessee's architect.

**22.0 - Telephone**

Lessor shall provide a single 2" PVC underground (or overhead as per utility in the area) conduit entrance into Lessee's utility room to serve as chase way for new telephone service. Entrance conduit location shall be coordinated with Lessee.

**23.0 - Cable TV**

Lessor shall provide a single 2" PVC underground conduit entrance into Lessee utility room to serve as chase way for new cable television service. Entrance conduit location shall be coordinated with Lessee. Cable television to be provided from pedestal to building, direct burial and fed thru to Lessee's utility entrance. Lessor to coordinate with utility provider to arrange for service, should it not be immediately available. Lessor will need to grant right of access to cable company for new service. Lessor will also allow for a satellite dish on the roof regardless if cable is present or not.

**24.0 - Handicap Accessibility**

Full compliance with ADA and all local jurisdictions' handicap requirements. Lessor shall comply with all ADA regulations affecting the Building and entrance to Lessee space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) HC stalls for units over 20 stations handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Lessee's architectural plan in conjunction with Lessor's civil engineering and grading plans. If required, Lessor to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide a gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition according to accessible standards.

#### 25.0 - Exiting

Lessor shall provide at the main entrance and rear doors safety lights, exterior service lights, exit sign with battery backup signs per doorway, in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes. The exiting shall encompass all routes from access points terminating at public right of way.

#### 26.0 - Site Development Scope of Requirements

Lessor to provide Lessee with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Lessee Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with Storm water management control measures (detention / retention / restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting; Landlord to provide site lighting per code to the same standard as the Beverly location.
- Conduits for Lessee signage;
- Site and parking to accommodate tractor trailer 18 wheel truck delivery access to service entrance;
- Ramps and curb depressions;
- Landscaping shrub and turf as required per municipality;
- Irrigation system if Lessor so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications / standards of installation and legends;
- Final grade will be sloped away from building.

#### 27.0 - Refuse Enclosure

Lessor to provide a minimum 6" thick reinforced concrete pad approx 100 to 150SF based on Lessee's requirements' and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes and per approval of site plan.

#### 28.0 - Generator

Lessor to allow a generator to be installed onsite if required by code or Lessee chooses to provide one.

#### 29.0 - Site Lighting

Lessor to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Lessee power panel. Location of pole fixtures per Lessor civil plan to maximize illumination coverage across site. Parking lot lighting to include timer (to be programmed per Lessee hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Lessor house panel (if in a Multi tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

**30.0 - Exterior Building Lighting**

Lessor to provide adequate lighting and power per code and to illuminate the building main, exit and service entrance, landings and related sidewalks. Lighting shall be connected to and powered by Lessor house panel and equipped with a code compliant 90 minute battery back up at all access points. (see credit above for site lighting).

**31.0 - Parking Lot**

Provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into & out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, bird baths or ice buildup potential.

**32.0 - Site Signage**

Lessor to allow for an illuminated site and/or façade mounted signs. A monument and/or the pylon structure to be provided by Lessor with power and a receptacle. Final sign layout to be approved by Lessee and the City.