



**Affiliated Dialysis Centers  
of Joliet**

2462 Washington Road  
Washington, Illinois 61571

Phone (309) 698-1800  
Fax (309) 698-1811

RECEIVED OHCR HCF & P

2017 MAR 27 A 11: 23

March 23, 2017

Health Facilities and Services Board  
525 West Jefferson St.  
4<sup>th</sup> Floor  
Springfield, IL 62761

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MAR 27 2017

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

Enclosed is the Final Realized Cost Report for Project 15-042 Morris Community Dialysis – Morris along with the required Certification of Costs and supporting documentation. We believe that this submission complies with Administrative Code Section 1130.770. If there is anything else required to complete this Certificate of Need Project, please contact me.

Respectfully,

Steven Bucher, Member  
Affiliated Dialysis of Joliet, LLC, Applicant



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of Joliet**

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Washington, Illinois 61571

Phone (309) 698-1800  
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2017 MAR 27 A 11: 23

To: Health Facilities and Services Review Board

RE: Project 15-042 Community Dialysis of Morris

**CERTIFICATION OF REALIZED COSTS**

I do hereby certify that the attached Project Costs and Sources of Funds statement with its attachments do reflect the actual costs incurred on Project 15-042 Community Dialysis of Morris. These costs reflect the final costs required to complete this project and there are no additional capital costs or other expenditures needed to complete the project. We have attached detailed information on the costs incurred including a copy of the lease which encumbers the cost of rented space.

Respectfully,

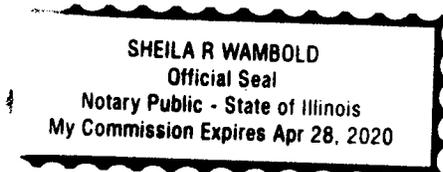
Steven Bucher, CFO

Affiliated Dialysis of Joliet, LLC, Joint Applicant

Signed and affirmed before me this 22<sup>nd</sup> day of March, 2017

Sheila Wambold, Notary Public

My commission expires April 28, 2020



<b>Project Costs and Sources of Funds</b>		
<b>USE OF FUNDS</b>	<b>PER PROJECT APPROVED</b>	<b>EXPENDITURES TO DATE</b>
Preplanning Costs		
Site Survey and Soil Investigation		
Site Preparation		
Off Site Work		
New Construction Contracts		
Modernization Contracts	50,000	5,907
Contingencies	5,000	-
Architectural/Engineering Fees		
Consulting and Other Fees		
Movable or Other Equipment (not in construction contracts)	382,500	105,757
Bond Issuance Expense (project related)		
Net Interest Expense During Construction (project related)		
Fair Market Value of Leased Space or Equipment	267,000	255,555
Other Costs To Be Capitalized		
Acquisition of Building or Other Property (excluding land)		
<b>TOTAL USES OF FUNDS</b>	<b>704,500</b>	<b>367,219</b>
<b>SOURCE OF FUNDS</b>		
Cash and Securities	42,500	11,664
Pledges		
Gifts and Bequests		
Bond Issues (project related)		
Mortgages		
Leases (fair market value)	267,000	255,555
Governmental Appropriations		
Grants		
Other Funds and Sources      Term Loan	395,000	100,000
<b>TOTAL SOURCES OF FUNDS</b>	<b>704,500</b>	<b>367,219</b>

In addition, through 12/2/16 the project had pre-opening costs of:

6,366

**BILL OF SALE**

NOTE ALL PERSONS, that - Dialysis Centers of America – Illinois, Inc. (“Seller”), in consideration of the sum of One Hundred and One Thousand, Eight Hundred and Eighty-Eight and 75/100 Dollars (\$101,888.75), the receipt of which is hereby acknowledged, hereby sells, assigns, transfers, conveys and delivers to Affiliated Dialysis of Joliet, LLC (“Buyer”), and Buyer accepts, all of the Seller’s right, title and interest in and to, the assets listed on the attached Exhibit A (which shall be incorporated herein by reference) (the “Assets”), free and clear of all security interests, liens, claims, encumbrances and other restrictions of any kind. All such right, title and interest in and to the Assets are hereby sold, transferred and assigned to Buyer, its successors and assigns, and for its and their use and benefit forever.

Seller represents that it owns the Assets free of all liens or encumbrances; that it has the power to sell the Assets to Buyer; that the sale of the Assets to Buyer has been duly authorized; and that the sale of the Assets to Buyer will not result in the violation of any law, regulation, decree, agreement or instrument to which Seller is a party or result in the imposition of any lien or encumbrance on any of the Assets.

Buyer hereby releases Seller from any and all liability, holds Seller harmless and agrees to defend and indemnify Seller from any lawsuits, claims or damages, direct or indirect, alleged or actual, consequential or incidental, including attorneys’ fees, based upon, arising from or in any way connected with the Assets, or Buyer’s (or a third party’s) use of the Assets, whether asserted by Buyer or third parties. This includes the negligence or allegations of negligence of Seller, its agents, representatives, or employees based upon, arising from or in any way connected with the Assets or the use of the Assets.

**The Assets are transferred to Buyer “AS IS” “WHERE IS.” Seller makes no representations or warranties (express or implied, oral or written), including, but not limited to, warranty of merchantability or of fitness for a particular purpose regarding the Assets. Seller hereby disclaims any responsibility for the Assets, including, but not limited to, equipment failure, damage in transit or injury to Buyer or third persons.**

Buyer hereby warrants that it has liability insurance coverage in an amount not less than \$1,000,000.00 to insure against any loss, damage or claim arising from the Assets or use of the Assets.

Dated: SEPTEMBER 30, 2016.

SELLER

BUYER

By: Alfred M. [Signature]  
Its: Director of Operations

By: [Signature]  
Its: MANAGER

**Exhibit A**

<b>Name of Asset</b>	<b>Serial/Manufacturer #</b>	<b>Purchase Price</b>
2008 K Machine	7K0S-109421	\$3,356.25
2008 K Machine	7K0S-109450	\$3,356.25
2008 K Machine	7K0S-113886	\$3,356.25
2008 K Machine	7K0S-109094	\$3,356.25
2008 K Machine	8K0S-120022	\$4,475.00
2008 K Machine	8K0S-124276	\$4,475.00
2008 K Machine	8K0S-120315	\$4,475.00
2008 K Machine	9K0S-132457	\$5,593.75
2008 K Machine	8K0S-119561	\$4,475.00
2008 K Machine	8K0S-119480	\$4,475.00
2008 K Machine	8K0S-118735	\$4,475.00
Water Heater		\$3,560.00
Miscellaneous Office Furniture		\$3,000.00
Television System (2 Flat Screen, 9 Box Style Plus TV Loop)		\$2,500.00
Cabinet 24" Deep X 36" Wide X 84" Tall		\$400.00
7 Guest Chairs		\$350.00
9-12 Cylinder F/L (Oxygen Storage Cabinet)		\$455.00
11 Fine Art Prints W/Frosted Silver Frame		\$440.00
5 Shelf Chart Racks		\$1,500.00
3 Gotcha Lo-Back Chairs		\$540.00
Miscellaneous Medical Equipment (4 Wheelchairs, 2 IV Poles, 2 4-Shelf Wire Racks For Dialysis Supplies, Gomco Suction Machine For Emergency Cart)		\$ 2,800.00
AED Philips Heartstream FR2		\$1,500.00
In-Floor Scale	6102-1077	\$1,000.00
IV Infusion Pump		\$1,700.00
Standard Crash Cart Kit		\$300.00
WS - Acid System		\$2,000.00
Perfecto2 Oxygen Concentrator		\$350.00
RO System, including 6-Port Sampling Station	98-40224124	\$10,500.00
2 Champion XI Dialysis Chairs		\$1,850.00
Control Head, 2850, 120k, Soft		\$350.00
4 Champion Dialysis Chairs W/ Swingout Arms		\$2,600.00
Bicarbonate Mixing System including 2 SDS Pumps and 1 March Pump		\$7,500.00
2850 Fleck Valve	6102-1077	\$2,500.00
Multi-Cartridge Housing W/ Micron Filter		\$2,500.00
4 Champion Swingout Arms Chairs		\$2,600.00
XI Champion Chair		\$925.00
Lutz Electric Pump	0030-010009414-012	\$750.00

Hoyer Electric Lift	120912	\$1,200.00
O2 Concentrator		\$350.00
	<b>Total Purchase Price:</b>	<b>\$101,888.75</b>



**NETWORKS**

Authorized Dealer

**NEC**

NEC Unified Solutions, Inc.

**Invoice**

**630-293-0000**

Date	Invoice #
10/26/2016	15397



**Bill To**

Affiliated Dialysis Centers  
800 Roosevelt Road E320  
Glen Ellyn, IL 60137

**Ship To**

Affiliated Dialysis Centers  
800 Roosevelt Road E320  
Glen Ellyn, IL 60137

*Joliet MOR*

<b>BB Work Order</b>	<b>P.O. No.</b>	<b>Terms</b>	<b>Due Date</b>	<b>Rep</b>
1004155731	AffiliatedDialysis1...	Upon Delivery	10/26/2016	HSE

Quantity	Description	Rate	Amount
1	SONICWALL HARDWARE DELL SONICWALL TZ300 SECURE UPG PLUS 2YR	826.88	826.88T
2	SONICWALL HARDWARE DELL SP N2 W/ POE INJ INCL 3YR 24X7 SUP	355.17	710.34T
1	CISCO SMALL BUSINESS SMB-SG 200-26 P 26 PT GIG SMART SWCH	278.50	278.50T
1	Shipping & Handling	2.00	2.00

*163100*

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OCT 24 2016

*Joliet By*

**ENTERED**

B&B Networks, Inc. also provides Network Services from several carriers, such as basic lines, DSL, T1, PRI, Dedicated Internet access. Dell Server Installation & Configuration Complete IT Outsourcing IT Staff Augmentation (use the engineers at B&B Networks to assist your current IT staff) We Accept Visa, Mastercard & American Express	<b>Sales Tax (7.75%)</b>	\$140.72
	<b>Total</b>	\$1,958.44
	<b>Balance Due</b>	\$1,958.44

<b>B&amp;B Networks, Inc.</b> 245 West Roosevelt Road Bldg 3 Suite 17 West Chicago, IL 60185	<b>Web Site</b> <a href="http://www.bb-networks.com">www.bb-networks.com</a>	<b>Email</b> <a href="mailto:Billing@bb-networks.com">Billing@bb-networks.com</a>
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*office equipment per Steve O.*



42463151164863720000790000790416000000002

P.O. BOX 16123  
WELINGTON, DE  
19880-6123

Get updates on the go  
Log on to [chase.com/mob](http://chase.com/mob)

Payment Due Date: 12/25/16  
New Balance: \$7,904.18  
Minimum Payment: \$79.00

Account number: 4246 3151 1648 6372

1989 BOX 288616 C  
CURT D ANLKER  
AFFILIATED DIALYSIS  
800 ROOSEVELT RD STE E220  
GLEN ELLYN IL 60137-6865

Amount Enclosed  
Make your check payable to: Chase Card Services



CARDMEMBER SERVICE  
PO BOX 1423  
CHARLOTTE NC 28201-1423



⑆500016028⑆15951164863720⑆



Manage your account online  
[www.chase.com/mob](http://www.chase.com/mob)

Customer Service:  
1-800-367-8279

Mobile: Visit [chase.com](http://chase.com)  
on your mobile browser

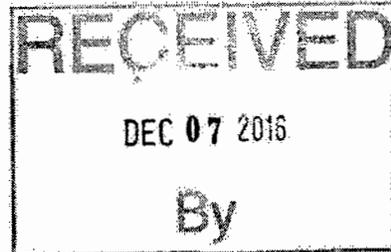
ACCOUNT SUMMARY

Account Number: 4246 3151 1648 6372	
Previous Balance	\$14,018.88
Payment, Credits	-\$14,018.88
Purchases	+\$7,954.18
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	+\$80.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$7,904.18</b>
Opening/Closing Date	11/04/16 - 12/09/16
Credit Limit	\$30,000
Available Credit	\$22,096
Cash Advance Limit	\$8,000
Available for Cash	\$8,000
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION

New Balance	\$7,904.18
Payment Due Date	12/25/16
Minimum Payment Due	\$79.00
Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$30 late fee.	
Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, visit the number on the back of your card or go to the web site listed above.	

*Handwritten signature and date: 12/25/16*



MILEAGEPLUS MILES EARNED

+ Miles earned on all purchases	7,855	Thank you for choosing the United MileagePlus Visa! Please visit <a href="http://www.united.com/miles">www.united.com/miles</a> to see all of your redemption options! 1-800-421-4055 (MileagePlus) 1-800-841-6822 (Reservations)
- Miles earned this statement period	7,855	
Total miles transferred to United	7,855	
Year-to-date miles earned on credit card	129,779	

Your United MileagePlus Visa allows you to earn unlimited miles for your everyday spend! You earn 2 miles for every \$1 you spend at United Airline and 1 mile for every \$1 you spend on all other purchases.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
12/25	Payment Thank You - Web	-14,018.88
12/07	IL TOLLWAY AUTO REPLENISH 800-824-7277 IL	20.00
12/10	SHELL OIL 67444081400 WHEATON IL	87.00 ✓
12/16	IL TOLLWAY AUTO REPLENISH 800-824-7277 IL CURT D ANLKER TRANSACTIONS THIS CYCLE (CARD 6372) -\$13,941.88 INCLUDING PAYMENTS RECEIVED	20.00
12/08	MICRO CENTER 8025 WESTMONT IL	810.28
12/11	SQUARESPACE INC. 646-580-8468 NY	26.00
12/17	DMR DELL BUS ONLINE 800-498-3365 TX #1909.32	1,015.77
12/17	DMR DELL BUS ONLINE 800-498-3365 TX	487.25
12/17	DMR DELL BUS ONLINE 800-498-3365 TX <i>office equip. mor</i>	55.21
12/17	DMR DELL BUS ONLINE 800-498-3365 TX	113.70
12/17	DMR DELL BUS ONLINE 800-498-3365 TX	227.36
12/22	FRYS ELECTRONICS 81 DOWNERS GROVE IL	210.65
12/23	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	314.95
12/27	ADOBE *CREATIVE CLOUD 800-833-8887 CA	53.11
12/29	MATTESON ACE MORRIS IL	28.89

## ASSUMPTION OF LEASE

This ASSUMPTION OF LEASE is executed as of October 1, 2016 ("Effective Date") between Affiliated Dialysis of Joliet, LLC d/b/a Morris Community Dialysis ("Tenant") and Revive Enterprises, Inc. an Illinois corporation ("Landlord").

WHEREAS, immediately prior to the Effective Date, Landlord was a party to that certain LEASE AGREEMENT dated January 26, 2009 between Landlord and Dialysis Centers of America – Illinois, Inc. ("DCA") for the lease of the dialysis clinic property located at 1401 Lakewood Drive, Morris, IL (the "Property"), and

WHEREAS, DCA vacated and abandoned the Property at the close of business September 30, 2016, and

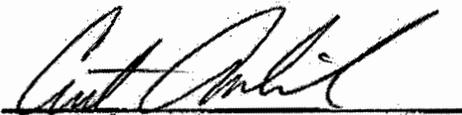
WHEREAS, Tenant desires to assume the terms and conditions of the LEASE under this ASSUMPTION OF LEASE and Landlord desires to accept from Tenant such ASSUMPTION OF LEASE.

Now therefore, in consideration of the above, the parties agree to the following:

1. Assumption of Lease: As of the Effective Date, Tenant agrees to assume the LEASE AGREEMENT and shall fulfill the duties and obligations thereunder for the duration of its term.

Agreed to and Accepted by the Parties below:

TENANT

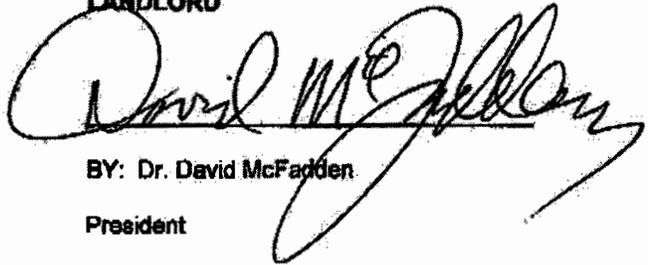


BY: Curt Anliker, Manager

Manager

October 1, 2016

LANDLORD



BY: Dr. David McFadden

President

Date: October 1, 2016

# **LEASE AGREEMENT**

**BY AND BETWEEN**

**REVIVE ENTERPRISES, INC.,  
AN ILLINOIS CORPORATION**

**("LANDLORD")**

**AND**

**DIALYSIS CENTERS OF AMERICA - ILLINOIS, INC.,  
AN ILLINOIS CORPORATION**

**("TENANT")**

**DATED:** January 26, 2009

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 26<sup>th</sup> day of January, 2009 by and between Revive Enterprises, Inc., an Illinois corporation ("Landlord"), and Dialysis Centers of America - Illinois, Inc., an Illinois corporation ("Tenant").

### ARTICLE 1 - PROPERTY, BUILDING, PREMISES

1.1. *Lease of Premises.* Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises containing 4,506 rentable square feet and known as Units B and C (the "Premises" or the "Building") located at 1401 Lakewood Drive, Morris, Illinois (the "Property"). The Property, Premises, and Building are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

1.2. *Condition of Premises.* Except as to latent defects, the Premises shall be accepted by Tenant in its "as is" condition and configuration without any representations or warranties by Landlord except as provided elsewhere in this Lease.

### ARTICLE 2 - LEASE TERM

2.1. *Lease Term.* The term of this Lease shall be for approximately ten (10) years ("Initial Term") commencing on August 1, 2009 (the "Commencement Date"), and terminating on July 31, 2019.

2.2. *Options to Extend Term.* Landlord hereby grants to Tenant one (1) option to extend the term of this Lease ("Renewal Option") for a period of five (5) year ("Option Term"). The lease of the Premises for the Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for the Option Term shall be determined pursuant to the terms and conditions of Section 3.2 of this Lease. The Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than ninety (90) days prior to the expiration of the then current term. In the event Tenant fails to exercise the Renewal Option as set forth herein, Landlord must notify Tenant that Tenant has failed to exercise said Renewal Option. Tenant shall then have an additional thirty (30) days from its receipt of Landlord's notice to exercise the Renewal Option. The Initial Term and the Option Term are hereby referred to collectively as the "Lease Term".

### ARTICLE 3 - BASE RENT

3.1. Base Rent; Pro-ration for Partial Months. During the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

Period	Rent Per Sq. Ft.	Annual Base Rent	Monthly Base Rent
8/1/09 – 7/31/14	\$14.00	\$63,084.00	\$5,257.00
8/1/14 – 7/31/19	\$15.00	\$67,590.00	\$5,632.50

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment shall be made to Landlord at the address specified in Section 29.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

3.2. Base Rent for Option Terms. Base Rent for the Option Term shall be equal to an amount that is the Fair Market Value of the Premises (as defined in Section 3.2.1 of this Lease).

3.2.1. Fair Market Value. Fair Market Value shall be defined as the then fair market rental value of space served by the utilities detailed in this Lease that is comparable in size to the Premises, leased for a term comparable to the Option Term, and located in buildings equivalent in quality and location to the Building. Fair Market Value shall be based on shell space that is not (i) subleased, (ii) subject to another tenant's expansion or right of first refusal rights, or (iii) leased to a tenant that holds an ownership interest in or is otherwise affiliated with the Landlord.

3.2.2. Determination of Fair Market Value. Fair Market Value shall be determined as follows: In the event the parties are unable to agree upon the Fair Market Value of the Premises, then within thirty (30) days of Tenant's exercise of a Renewal Option pursuant to Section 2.2 of this Lease, each party, at its own cost and by giving notice to the other party, shall appoint a real estate broker with at least five (5) years full-time commercial experience in the area in which the Premises are located to determine the Fair Market Value. The brokers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two brokers shall be binding upon Landlord and Tenant. In the event that the two brokers are unable to agree on the Fair Market Value, they shall immediately and mutually select an independent third broker meeting the qualifications stated in this Section 3.2.2. The third broker's determination of the Fair Market Value of the Premises shall be made within ten (10) days, and Landlord and Tenant shall share the cost of retaining the third broker equally. The two brokers or the third broker, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and which shall serve as the Base Rent for the Option Term.

3.3. Late Payment of Base Rent. If Landlord does not receive any payment of Base Rent within five (5) days after that Rent is due, interest shall accrue on such unpaid Base Rent at the rate of ten percent (10%) per annum until fully paid by Tenant.

ARTICLE 4 – Intentionally omitted.

ARTICLE 5 – REAL ESTATE TAXES

5.1 Tax Expenses. "Tax Expenses" means all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) that are paid or incurred by Landlord during any calendar year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing, and/or operation of the Property or the Building. Tax Expenses shall include taxes, fees, and charges such as real property taxes, general and special assessments, transit taxes, leasehold taxes, and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant). Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tax Expenses shall also include any government or private assessments (or the Building's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Tax Expenses" for purposes of this Lease.

5.1.1. Excluded Taxes. Notwithstanding the provisions of Section 5.1, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's gross or net income shall not be included in Tax Expenses.

5.2. Payment of Estimated Operating Expenses and Tax Expenses. Tenant shall be responsible for the increase in Tax Expenses for the Premises over the Base Year 2009. Landlord shall provide Tenant with a statement detailing Landlord's calculation of Tenant's payment of Tax Expenses, and Tenant shall pay Landlord within 30 days of Tenant's receipt of said statement.

5.3. Time Limitation to Bill Tenant for Tax Expenses. In no event shall Tenant be required to pay Tax Expenses that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses.

ARTICLE 6 - USE AND COMPLIANCE WITH LAWS

6.1. Permitted Use. Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related medical, office and administrative uses. Tenant shall not use or occupy the Premises for any other purpose without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not conduct any activity in the Premises that are excessively noisy or offensive, or in a manner that violates federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (collectively, "Laws"). Tenant may operate on the Premises, at Tenant's option, on a three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

6.2. Condition of Premises; Repairs and Replacements. Tenant shall keep the Premises in a neat and orderly fashion during the Lease Term. Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or improvements to the Premises including its Tenant Alterations (as defined in Article 8), fixtures, and furnishings, in order to comply with all Laws to the extent that such Laws relate to or are triggered by Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural changes to the Building. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all Laws to the extent that such Laws apply to the Building as a whole, or any of its structural components or mechanical or electrical systems.

6.3. Compliance with Building Rules and Regulations. Tenant shall comply in all material respects with the Building's Rules and Regulations attached to this Lease as Exhibit B and any reasonable amendments or additions promulgated by Landlord during the Lease Term for the safety, care, and cleanliness of the Premises, Building, and Property or for the preservation of good order. No amendment or addition to the Building's Rules and Regulations shall be binding on Tenant until the tenth (10<sup>th</sup>) business day after Tenant receives written notice of the change, and in no event shall the Building's Rules and Regulations take precedence over the specific terms and conditions of this Lease. Landlord shall enforce the Building's Rules and Regulations in a nondiscriminatory manner and, whenever necessary, shall use its authority under leases with other tenants to ensure that such other tenants of the Building also comply with the Building's Rules and Regulations.

## ARTICLE 7 – TENANT IMPROVEMENTS

Intentionally deleted.

## ARTICLE 8 - ALTERATIONS

8.1. General. Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 8.2 of this Lease. In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its business. Tenant may also install a television or satellite antenna on the roof of the Premises, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment.

8.2. Prohibited Alterations; Landlord's Consent Required. Notwithstanding anything contained in Section 8.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date which either (a) costs more than Two Hundred Thousand Dollars (\$200,000) in each instance or (b) affects the structural, electrical, mechanical or life safety systems of the Building, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Alterations for which Landlord may reasonably withhold consent include those that would:

- (a) Adversely impact the structural integrity of the Building or any of its mechanical and electrical systems;
- (b) Result in Landlord being required to perform any work pursuant to any Law that Landlord could otherwise avoid or defer, unless Tenant agrees in writing to pay for the entire cost of the of such additional work;
- (c) Result in a material increase in the demand for utilities or services that Landlord is required to provide, unless Tenant agrees in writing to pay for the additional cost of such utilities; or
- (d) Cause an increase in the premiums for hazard or liability insurance carried by Landlord, unless Tenant agrees in writing to pay the amount of the increase in such premiums.

8.2.1. Consent Procedure. Tenant shall request Landlord's consent by submitting the plans and specifications for its proposed Alterations to Landlord, and Landlord shall have ten (10) days thereafter to review such plans and specifications. If Landlord fails to give or withhold its consent in writing to Tenant within such ten (10) day period, Landlord shall be deemed to have given its consent to Tenant's proposed Alterations.

8.3. Compliance with Laws and Insurance Requirements. Tenant shall ensure that its construction of all Alterations complies with all Laws and any applicable requirements. Tenant shall obtain all permits that may be required by any governmental entity having jurisdiction over the Premises.

8.4. Manner of Construction and Payment. Tenant shall have the right to use contractors and subcontractors of its choosing. All work relating to any Alterations shall be done in a good and workmanlike manner, using materials equivalent in quality to those used in the construction of the Building. The construction of Alterations by Tenant shall be diligently prosecuted to completion, and Tenant shall ensure that all work is performed in a manner that does not obstruct access to or through the Building or the Common Areas. In addition, Tenant shall take reasonable steps to ensure that its construction does not interfere either with other tenants' use of their premises or with any other work being undertaken by Landlord in the Building.

8.5. Payment for Alterations. Tenant shall promptly pay all charges and costs incurred in connection with its construction of all Alterations. Subject to the terms of Article 10 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of any Alteration.

## ARTICLE 9 - REPAIRS AND MAINTENANCE

9.1. Tenant's Repair and Maintenance Obligations. During the Lease Term, Tenant shall at its sole cost and expense keep and maintain the non-structural portions of the interior of the Premises, including all Tenant Alterations, in good order and repair and free of refuse and rubbish.

9.2. Landlord's Repair and Maintenance Obligations. During the Lease Term, Landlord shall, without expense to Tenant, maintain and make all necessary repairs and/or replacements to the exterior portions and structural portions of the Premise and Building, including, without

limitation: foundations, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings, the parking lot, and sidewalks.

9.3. Limitations on Repair and Maintenance Obligations and Defaults. All of the foregoing in this Article 9 notwithstanding, neither Landlord nor Tenant shall be obligated to perform any maintenance, repair or replacement necessitated by the negligence or willful misconduct of the other party, or of the other's employees, contractors, or agents. The party whose negligence or willful misconduct caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. Neither party shall be in default of its repair and maintenance obligations under this Article 9 if Landlord or Tenant, as the case may be, begins performing repairs and maintenance and, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete such work and the responsible party is diligently prosecuting such work to completion.

#### ARTICLE 10 - COVENANT AGAINST LIENS

10.1. Covenant Against Liens. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Building, or Premises or Tenant's leasehold interest therein. Landlord shall have the right to post and record notices of non-responsibility in the Premises during Tenant's construction of the Tenant Alteration. Within ninety (90) days of written notice from Landlord, Tenant shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by the applicable lien Law. Nothing contained in this Section 10.1 shall restrict or prohibit Tenant from initiating a legal action or defending itself in an existing legal proceeding to determine the validity of any lien or attachment. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys fees and court costs) relating to such liens and attachments. In no event shall Tenant be in default under the terms of this Lease so long as Tenant is diligently pursuing the full discharge of any lien placed upon the Property, Building or Premises, as the case may be.

#### ARTICLE 11 - ENTRY BY LANDLORD

11.1. Landlord's Access to Premises. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last ninety (90) days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 11 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

11.1.1. Emergency Entries. Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 11.1.1, an emergency situation is one that poses a threat of imminent bodily harm or property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as

reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

11.2. HIPAA Compliance Provision. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 11, except for an emergency entry into the Premises taken pursuant to Section 11.1.1 of this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

11.3. Method of Entry. Landlord shall at all times have a key or, if applicable, a card key with which to unlock all the doors in the Premises except for the locations in the Premises designated by Tenant as areas where patient records are kept or stored. In an emergency situation, Landlord shall have the right to use any means that Landlord considers proper to open the doors in and to the Premises. Any such entry into the Premises by Landlord shall not be considered a forcible or unlawful entry into the Premises or an actual or constructive eviction of Tenant from any portion of the Premises.

## ARTICLE 12 - HVAC, UTILITIES AND SERVICES

12.1. HVAC. Landlord shall provide heating and air conditioning services to the Premises ("HVAC") on a 24-hour-a-day, 7-day-a-week basis at an industry accepted temperature and at an air flow required by any applicable building codes. Landlord shall, at its sole cost and expense, be responsible for repairs to or replacement of the HVAC.

12.2. Utilities and Services. Landlord shall ensure that hot and cold water, electricity, gas, sewer, and other standard utility services for a first class commercial building are provided to the Premises on all days during the Lease Term on a 24-hour-a-day, 7-day-a-week basis. Landlord shall also be solely responsible for and pay for the separate metering of the Premises.

Landlord shall furnish Tenant with the following services: (a) water for use in the lavatories located in the Common Areas, (b) standard janitorial service in the Common Areas on a Monday through Friday basis, (c) elevator service, and (d) such other services as Landlord reasonably determines are necessary or appropriate for the Property. Tenant, at its sole cost and expense, shall be responsible for bringing telephone service and cable or satellite television service to the Premises.

12.3. Payment of Utility Charges. Tenant shall pay or cause the payment of all charges for gas, water, sewer, electrical, telephone and other utility services supplied to the Premises during the Lease Term. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Should Landlord elect to supply any or all of such utilities, Tenant agrees to purchase and pay for the same that (a) the rate charged by Landlord to Tenant shall not exceed the rate charged Landlord by any supplying utility plus any expenses incurred by Landlord in connection

with billing and supplying such utility service to Tenant and (b) Tenant shall not be required to pay for any utility charges that Landlord fails to notify or bill Tenant of after two (2) years. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in utility costs or charges that are more than two (2) years old.

12.4. Interruption of Utility Services. In no event shall Landlord be liable for any interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the negligence or willful misconduct of Landlord or any person or entity acting on behalf of Landlord. In such event, Tenant shall be entitled to an abatement of Base Rent and Additional Rent for the period of such interruption if Landlord does not make repairs and restore all interrupted services to the Premises within two (2) business days.

### ARTICLE 13 – PERSONAL PROPERTY TAXES

13.1. Payment of Tax Expenses. Landlord shall pay before due all Tax Expenses assessed against the Property. In the event that Landlord fails to pay Tax Expenses assessed against the Property prior to their due date, Tenant may make such payment on behalf of Landlord directly to the applicable authorities and thereafter deduct such amounts from future payments of Base Rent and Additional Rent. In addition, if Tenant becomes aware that the Property or the Building is being sold at a tax sale due to Landlord's delinquent payment of Tax Expenses, Tenant may pay the delinquent Tax Expenses in order to prevent such sale and thereafter deduct the following amounts from future payments of Base Rent and Additional Rent: an amount equal to the Tax Expenses and any interest or penalties thereon, all reasonable charges (including reasonable attorneys fees) incurred by Tenant in preventing such sale; and interest on all of the foregoing at the rate of 10% per annum.

13.2. Payment of Personal Property Taxes. Tenant shall pay before due all taxes levied or assessed against its personal property, furniture, or fixtures placed within the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by the inclusion of Tenant's personal property, furniture or fixtures, then Tenant shall pay to Landlord the portion of such taxes for which Tenant is primarily liable hereunder.

### ARTICLE 14 – INSURANCE

14.1. Tenant's Insurance. Tenant covenants and agrees that throughout the Lease Term it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Tenant Alterations that Tenant is responsible for.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.
- (c) Insurance agreed to in this Section 14.1 may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. Tenant shall, upon written

request, provide the Landlord with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

14.2. Landlord's Insurance. Landlord covenants and agrees that throughout the Lease Term, it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Property, the Building, and the Premises, including but not limited to the parking lot, common areas, foundation, and roof.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.
- (c) Insurance agreed to herein may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. The Landlord shall, upon written request, provide the Tenant with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

14.3. Waivers. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by the "all risk" property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

## ARTICLE 15 - HAZARDOUS MATERIALS; MEDICAL WASTE

15.1. Definition of Hazardous Materials. Hazardous Materials shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United States of America, the state in which the Property is located, or any local governmental authority having jurisdiction over the Building, and shall include:

- (a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);
- (b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);
- (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement;
- (d) Petroleum products, asbestos containing materials ("ACM's") in any form or condition, and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and
- (e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

15.2. Representations and Warranties of Landlord. Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, and (b) Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

15.3. Tenant's Use of Hazardous Materials. Except as may be required in Tenant's ordinary course of business and as provided by law, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building, or the Premises. Tenant shall comply at all times during the Lease Term with all Laws governing the use, storage, and disposal of Hazardous Materials, including those Laws cited in Section 15.1 of this Lease.

15.4. Notification to Other Party. During the Lease Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises, the Building, or the Property or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, that party shall give the other party written notice of the release or investigation within three (3) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

15.5. Remediation Obligations. If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material. The costs of any Hazardous Material cleanup or remediation undertaken by Landlord during the Lease Term shall be borne solely by Landlord and shall not be included in Operating Expenses. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 15.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than one (1) business day, Base Rent and Additional Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises.

15.6. Indemnifications. Landlord and Tenant shall, at that party's sole expense and with counsel reasonably acceptable to the other party, indemnify, defend, and hold harmless the other party and the other party's shareholders, directors, officers, employees, partners, affiliates, agents, and successors with respect to all losses arising out of or resulting from the release of any Hazardous Material in, on, under or about the Property, the Premises or the Building, or the violation of any environmental law, by that party or that party's agents, assignees, subtenants, contractors, or invitees. This indemnification includes all losses, costs of characterization, costs of removal,

remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

15.7. Medical Waste. For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant shall not dispose of medical waste in the trash receptacles provided by Landlord at the Property, Building, or Premises. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term have the right, in a manner consistent with applicable law, to (a) determine the kind of container in which to store medical waste in the Premises prior to its disposal, (b) dispose of medical waste generated in the Premises, and/or (c) retain the services of a licensed independent contractor to dispose of the medical waste generated in the Premises.

#### ARTICLE 16 - INDEMNIFICATIONS

16.1. Indemnification by Tenant. Tenant agrees to indemnify and hold Landlord harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's conduct, management of Tenant's business, use and occupancy of the Premises, construction of Tenant Alterations, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Tenant, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

16.2. Indemnification by Landlord. Landlord agrees to indemnify and hold Tenant harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord including Landlord's Work, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

## ARTICLE 17 - DAMAGE AND DESTRUCTION

17.1. Partial Damage or Destruction. If no more than twenty-five percent (25%) of the Property, Building, Premises, parking areas or Common Areas are partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Landlord shall promptly restore the Property, Building, Premises, parking areas and Common Areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Base Rent and Additional Rent shall be abated for the portion of the Premises not occupied by Tenant during the time of such restoration and for any portion of the Premises which may be occupied by Tenant but which are unfit for the purposes permitted under this Lease. In the event that Landlord fails to restore the Property, Building, Premises, parking areas or Common Areas, as the case may be, within the one hundred eight (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days notice to Landlord or exercise its rights under Section 20.4 of this Lease. Notwithstanding the foregoing, Landlord shall not be required to make any repairs or restorations that are prohibited by law, and Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.

17.2. Complete Damage or Destruction. If twenty-five percent (25%) or more of the Property, Building, Premises, parking areas or Common Areas are destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Landlord shall, within sixty (60) days after the date of the casualty, commence its reconstruction. The following provisions shall apply in the event of a complete destruction:

- (a) Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Landlord's commercially reasonable determination of period for reconstruction will exceed two-hundred and seventy (270) days from the date of the casualty;
- (b) Base Rent and Additional Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Landlord's restoration obligations as provided in this Article 17. If Tenant occupies a portion of the Premises during Landlord's restoration of the Premises, Base Rent shall be abated only for the portion of the Premises not occupied by Tenant.

17.3. Damage Near End of Term. Notwithstanding any other provision of this Article 17 to the contrary, if any portion of the Property, Premises, Building, Common Areas or parking areas are destroyed or damaged by a casualty during the last twelve (12) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

17.4. Effective Date of Termination; Rent Apportionment. If Landlord or Tenant elects to terminate this under this Article 17 in connection with a casualty, Tenant shall pay Base Rent properly apportioned up to the date of the casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

## ARTICLE 18 - CONDEMNATION

18.1. Condemnation. If any portion of the Premises or the parking lot serving the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose or is sold to the condemning authority in lieu of condemnation, and such condemnation renders the Premises inaccessible or unusable, Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party. Tenant shall have the right to make such claims as may be available to Tenant under applicable law, provided such claims do not reduce the amount of condemnation proceeds available to Landlord.

18.2. Apportionment of Base Rent. If this Lease is terminated under this Article 18, Tenant shall only be obligated to pay Base Rent for the period up to, but not including, the termination date of this Lease. Landlord shall return to Tenant any prepaid Base Rent allocable to any period on or after the Termination Date.

## ARTICLE 19 - ASSIGNMENT AND SUBLEASING

19.1. Restricted Transfers. Except as provided in Section 19.2 of this Lease, Tenant shall not voluntarily assign, sublease or otherwise encumber any part of its interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available.

19.1.1. Standard of Landlord's Reasonableness. It shall not be deemed unreasonable for Landlord to withhold consent to subletting or assignment by Tenant under this Lease if Landlord in its sole judgment determines that the proposed transferee (a) is of a character or is engaged in a business which is not in keeping with Landlord's standards for the Building, as determined solely by Landlord; (b) has a use which conflicts with the general character of the Building or any provision in another tenant's lease with Landlord; (c) does not meet the then current commercially reasonable financial standards required by Landlord; or (d) is unacceptable because Tenant is in default under this Lease at the time of the request for Landlord's consent. Consent given by Landlord to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting.

19.1.2. Release of Tenant. If Landlord consents to any Restricted Transfer, Tenant and any guarantor of this Lease shall thereafter be released from all liability under this Lease accruing after the date of the Restricted Transfer.

19.2. Permitted Transfers. Notwithstanding Section 19.1, Tenant may assign this Lease or sublease the Premises in whole or in part, upon written notice to Landlord, but without the consent of Landlord to:

- (a) any entity into which or with which Tenant has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Tenant;
- (c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
- (d) any partnership, limited liability company or other entity, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant;
- (e) any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting; or
- (f) [sublease only] any doctor or medical director associated with Tenant, provided that no more than ten percent (10%) of the Premises are transferred pursuant to this Section 19.2(f).

19.2.1. No Release of Tenant. Neither Tenant nor any guarantor of this Lease shall be released from liability accruing under this Lease after the date of any Permitted Transfer.

19.3. Right to Collect Base Rent. If this Lease is assigned, Landlord shall collect Base Rent directly from the assignee. If all or part of the Premises is subleased and Tenant defaults, Landlord shall have the right to collect the base rent payable by the sublessee to Tenant directly from the sublessee provided that Landlord shall apply all amounts collected to Tenant's monetary obligations under this Lease.

## ARTICLE 20 - DEFAULTS AND REMEDIES

20.1. Default by Tenant. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- (a) Tenant's failure to pay when due any Base Rent, Additional Rent, or any other monetary obligation required to be paid under this Lease if the failure continues for ten (10) days after Tenant's receipt of written notice of its failure from Landlord to Tenant;
- (b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days, Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure as soon as reasonably possible;
- (c) Abandonment of the Premises by Tenant without Landlord's prior written consent for a period exceeding ninety (90) consecutive days;
- (d) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or
- (e) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.

20.2. Landlord's Remedies on Tenant's Default. Upon the occurrence of any event of default by Tenant, Landlord shall have the following rights and remedies, each of which shall be cumulative and nonexclusive:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages under this Lease enter upon and take possession of the Premises and expel or remove Tenant from the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor;
- (b) Recover from the following sums from Tenant:
  - (i) any unpaid rent which has been earned at the time of such termination plus accrued interest thereon at the rate ten percent (10%) per annum; plus
  - (ii) the net present value, using a discount rate of ten percent (10%), of the unpaid rent for the balance of the Lease Term less any rental loss that Tenant proves could have been reasonably avoided; plus
  - (iii) any amounts reasonably expended by Landlord to restore the Premises to the condition the Premises were in as of the Commencement Date of this Lease;
- (c) Cure any default by Tenant by making any payment required to be made by Tenant (other than payments of Rent) or performing any of Tenant's other obligations under this Lease. Tenant shall repay any sums expended by Landlord pursuant to this Section within ten (10) days of Landlord's submission to Tenant of invoices and proof of payment. In the event that Tenant fails to reimburse Landlord hereunder, interest shall accrue on such sums at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; and
- (d) Accept any payments made by Tenant without waiving any rights under this Lease, including any rights that Landlord has to fully address and seek remedy for Tenant's default.

20.3. Default by Landlord. Landlord's failure to perform any its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required cure of the noticed default cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within thirty (30) days and is diligently and continuously attempting to complete the cure as soon as reasonably possible.

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 20.3, Tenant shall have the right to exercise its rights pursuant to Section 20.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within five (5) business days.

20.4. Tenant's Right of Self Help. In the event of a default of this Lease by Landlord pursuant to Section 20.3, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 20.4, Tenant shall have the right to use contractors of its choosing. Landlord hereby grants to Tenant and Tenant's contractors a license, effective during the Lease Term, to enter those portions of the Property, Building and Premises that are reasonably necessary for Tenant to take such action. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 20.4 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein, such failure shall be considered a material breach of this Lease and the following provisions shall apply:

- (i) Interest shall accrue on such unpaid amounts at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate; and
- (ii) Tenant may deduct the full cost incurred in curing Landlord's default and any accrued interest thereon pursuant to Section 20.4(i) of this Lease from future payments of Base Rent and Additional Rent.

#### ARTICLE 21 - HOLDING OVER

21.1. Holdover Rent. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease except that (a) Base Rent shall be equal to One Hundred Ten percent (110%) of the Base Rent paid by Tenant to Landlord for the month in which this Lease expired or was otherwise terminated and (b) Tenant shall not have any right to extend the Lease Term.

21.2. Limitation on Tenant's Liability for Holdover. Tenant shall not be liable for any damages sustained by Landlord on account of Tenant's holdover unless Landlord provides Tenant with thirty (30) days written notice to vacate the Premises and Tenant thereafter fails to do so.

#### ARTICLE 22 - SURRENDER OF PREMISES

22.1. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove all debris and rubbish from the Premises. Tenant shall quit the Premises and surrender possession thereof to Landlord in broom clean condition except for reasonable wear and tear and damage caused by acts of God, Landlord, casualties, and/or condemnation.

22.2. Removal of Tenant's Trade Fixture and Personal Property. Tenant shall remove from the Premises all movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant. Tenant's water treatment equipment and process piping shall be considered one of Tenant's trade fixtures for purposes of this Lease. Tenant shall repair all damage to the Premises and the Building resulting from such removal. If Tenant fails to remove any of its trade fixtures or

personal property on or before the expiration or earlier termination of this Lease, Landlord, at Tenant's sole cost and expense, shall have the right to remove and store Tenant's trade fixtures and personal property in an off-site storage facility. Landlord shall not be liable for any damage caused as a result of such removal, and Tenant shall pay Landlord for its removal and storage expenses within ten (10) days of Landlord's written demand for reimbursement of such expenses.

**22.3. Removal of Tenant Alterations.** Tenant shall have the right, but not the obligation, to remove Tenant Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Articles 8 of this Lease. In the event that Tenant removes any Alterations pursuant to this Section 22.3, Tenant shall, at Tenant's expense, repair all damage to the Premises and the Building resulting from such removal. In the event Tenant does not remove any Tenant Alterations prior to the expiration or earlier termination of this Lease, such Tenant Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

### **ARTICLE 23 - ESTOPPEL CERTIFICATES**

**23.1. Obligation to Provide Estoppel Certificates.** Within twenty-one (21) business days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction.

### **ARTICLE 24 - SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT**

**24.1. Automatic Subordination of this Lease.** This Lease shall at all times be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other encumbrances recorded now or subsequently against the Premises, the Building or the Property and all renewals, modifications, re-financings and extensions thereof (collectively, "Encumbrances"). This clause shall be self-operative, but within twenty-one (21) business days after the receipt of a written request from Landlord or any Encumbrance holder, Tenant shall execute a commercially reasonable subordination agreement together with any customary additional documents evidencing the priority of the Encumbrance and the subordination of this Lease with respect to such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

**24.2. Non-Disturbance and Attornment.** Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder

notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent, Additional Rent, and any other sums due pursuant the terms of this Lease directly to the transferee.

24.3. Modifications of Lease Required by Landlord's Lender. If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent, Additional Rent, and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees that are incurred in connection with the review, negotiation, and preparation of the amendment.

#### ARTICLE 25 - FORCE MAJEURE

25.1. Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

#### ARTICLE 26 - SIGNS

26.1. Building Name; Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 26, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior and interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term.

26.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on Building and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the Common Areas of the Building and the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 26.2 shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

26.3 Compliance with Laws. Notwithstanding anything contained in this Article 26 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord

agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

26.4. Removal of Tenant's Signs Upon Lease Termination. Tenant shall promptly and permanently remove all of its signs installed pursuant to Section 26.2 of this Lease upon the termination or earlier expiration of this Lease.

#### ARTICLE 27 - PARKING

27.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with sufficient parking for Tenant's employees and patients in a location adjacent to the Premises. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

#### ARTICLE 28 - BROKERS

28.1. Brokers. Landlord and Tenant hereby represent to each other that they know of no real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than Broker. The terms of this Article 28 shall survive the expiration or earlier termination of this Lease.

#### ARTICLE 29 - MISCELLANEOUS PROVISIONS

29.1. Quiet Enjoyment. Provided that Tenant performs all of its obligations under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

29.2. Minimization of Interference. Landlord shall exercise its rights and perform its obligations under this Lease in such a way as to minimize any resulting interference with Tenant's use of the Premises. Tenant shall exercise its rights and perform its obligations under this Lease in such a way as to reasonably minimize any resulting interference with the operation of the Property and the Building.

29.3. Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 29.3 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

29.4. No Waivers. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing,

and such written waiver shall affect only the provision(s) specified and only for the time and in the manner stated in the writing.

29.5. Captions. The captions of articles and sections of this Lease are for convenience only and shall have no effect on the interpretation of the provisions of this Lease.

29.6. Time of the Essence. Time is of the essence of this Lease and each of its provisions.

29.7. Recording—Memorandum of Lease. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

29.8. Authority. Landlord and Tenant each warrant and represent to each other that the individuals executing this Lease are duly authorized to execute and deliver this Lease and, once fully executed and delivered, this Lease constitutes a valid, legal and binding obligation enforceable in accordance with the terms and conditions contained herein.

29.9. Binding Effect. This Lease shall bind and benefit the parties to this Lease and their legal representatives and successors in interest.

29.10. Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located without regard to the conflict of law principles thereof. Any action or proceeding in respect of any claim arising out of or related to this Lease, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Premises.

29.11. Attorney Fees and Costs. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

29.12. Interpretation of Lease Provisions. Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant hereby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

29.13. Severability. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

29.14. Exhibits; Entire Agreement; Amendments. The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

29.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt

requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: Revive Enterprises, Inc.  
3709 Village Drive  
Hazel Crest, IL 60429

If to Tenant: Dialysis Centers of America - Illinois, Inc.  
At the Premises

with a copy to: Dialysis Centers of America - Illinois, Inc.  
c/o Fresenius Medical Care North America  
Attention: Law Department  
920 Winter Street  
Waltham, MA 02451

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 29.15.

29.16. Consents. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

29.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's Permitted Use.

29.18. Conditions, Covenants and Restrictions Affecting Title. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit C, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property, the parking areas or the Common Areas are attached hereto as Exhibit C.

29.19. Exclusivity. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/ buyer for the purpose of the Permitted Use.

29.20. Replacement of Sidewalk. Notwithstanding anything to the contrary contained in this Lease, in the event Tenant replaces the sidewalk servicing the Premises, Tenant shall offset Base Rent for all costs incurred by Tenant in replacing said sidewalk.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

**LANDLORD:**

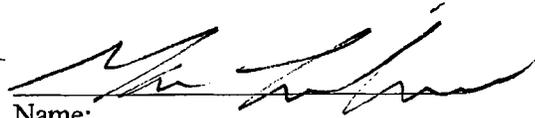
**TENANT:**

Revive Enterprises, Inc.

Dialysis Centers of America - Illinois, Inc.



Name: DAVID McFadden  
Title: President



Name: \_\_\_\_\_  
Title: Marc Lieberman  
Asst. Treasurer

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call / Coll.	Account	Officer	Initials
\$100,000.00	09-16-2016	09-13-2019	6690106599			DLS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Affiliated Dialysis of Joliet, LLC  
800 Roosevelt Bldg E320  
Glen Ellyn, IL 60137

**Lender:** Heartland Bank and Trust Company  
430 - War Memorial  
3501 W War Memorial Dr  
Peoria, IL 61616

**Principal Amount: \$100,000.00**

**Date of Note: September 16, 2016**

**PROMISE TO PAY.** Affiliated Dialysis of Joliet, LLC ("Borrower") promises to pay to Heartland Bank and Trust Company ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), together with interest on the unpaid principal balance from September 15, 2016, until paid in full.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 35 monthly consecutive principal and interest payments of \$2,954.72 each, beginning October 15, 2016, with interest calculated on the unpaid principal balances using an interest rate of 4.000%; and one principal and interest payment of \$2,954.10 on September 13, 2019, with interest calculated on the unpaid principal balances using an interest rate of 4.000%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied to any accrued unpaid interest; then to principal; and then to any late charges. Any unpaid collections costs are collected at payoff unless agreed to be paid with the payment, at which time they are paid after late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$75.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Heartland Bank and Trust Company, 430 - War Memorial, 3501 W War Memorial Dr, Peoria, IL 61616.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Peoria County, State of Illinois.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: inventory, chattel paper, accounts, equipment and general intangibles described in a Commercial Security Agreement dated September 15, 2016.

**SECURITY PROVISION.** This Note may be secured by prior or subsequent security documents notwithstanding that such security is not indicated hereon in the paragraph entitled "Collateral".

**SECURITY INTEREST IN DEPOSIT ACCOUNTS.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's deposit accounts with Lender (whether checking, savings, or some other account), including without limitation all deposit accounts held jointly with someone else and all deposit accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such deposit accounts.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lending setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws nor or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**ILLINOIS INSURANCE NOTICE.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

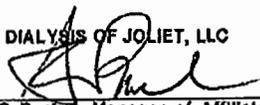
PROMISSORY NOTE  
(Continued)

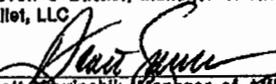
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

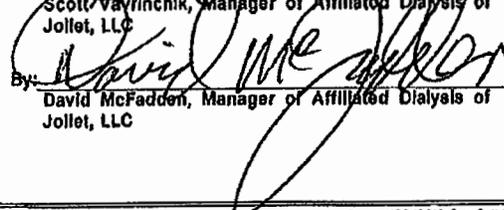
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

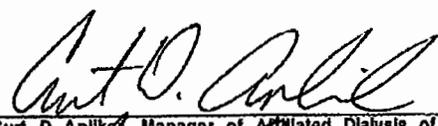
BORROWER:

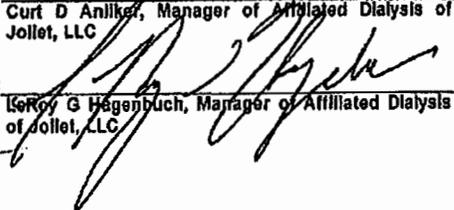
AFFILIATED DIALYSIS OF JOLIET, LLC

By:   
Steven C Bucher, Manager of Affiliated Dialysis of Joliet, LLC

By:   
Scott Vayrinchik, Manager of Affiliated Dialysis of Joliet, LLC

By:   
David McFadden, Manager of Affiliated Dialysis of Joliet, LLC

By:   
Curt D Aniker, Manager of Affiliated Dialysis of Joliet, LLC

By:   
Leroy G Hegenbuch, Manager of Affiliated Dialysis of Joliet, LLC