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July 1, 2019

Anne M. Cooper  
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acooper@polsinelli.com

Via Federal Express  
Via Email

Ms. Courtney Avery  
Illinois Health Facilities & Services Review  
Board  
525 West Jefferson Street, 2nd Floor  
Springfield, Illinois 62761

**RECEIVED**

JUL 01 2019

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

**Re: North Dunes Dialysis (Proj. No. 17-066)**

Dear Ms. Avery:

This office represents DaVita Inc. and Botkins Dialysis, LLC (collectively, "DaVita"). In this capacity I am writing to inform the Illinois Health Facilities and Services Review Board of a change of address and clinic name for North Dunes Dialysis. On April 24, 2019, DaVita and Vequity LLC Series XXX Waukegan ("Landlord") executed the First Amendment to Lease Agreement to change the address of the leased premises to 3119 North Lewis Avenue, Waukegan 60087. Please note, the legal description of the premises as provided in the certificate of need application did not change. The following documents have been provided as documentation of the change of address:

- First Amendment to Lease Agreement
- Address Verification from the United States Postal Service

Additionally, DaVita registered a new assumed name for Botkins Dialysis, LLC with the Illinois Secretary of State. See Attachment - 3 Importantly, there is no change of the operating entity, only the assumed name under which dialysis clinic will operate changed. Effective immediately, the dialysis will operate under the name Beach Park Dialysis.

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Ms. Courtney Avery  
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Please let me know if you have any questions or need anything further.

Sincerely,

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

Anne M. Cooper

Attachments

cc: George Roate, HFSRB  
Sheila Mitchell, IDPH

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (this "First Amendment") is entered into and effective as of APRIL 24 2019, by and between **VEQUITY LLC SERIES XXXIII WAUKEGAN**, a Delaware limited liability company ("Landlord") and **TOTAL RENAL CARE, INC.**, a California corporation ("Tenant").

### RECITALS:

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated November 5, 2018 (the "Lease") whereby Landlord leased to Tenant and Tenant leased from Landlord approximately 7,095 rentable square feet of space located in Waukegan, Illinois, as more particularly described in the Lease; and

**WHEREAS**, the Landlord and Tenant desire to amend the Lease in accordance with the terms herein below stated.

### AMENDMENT:

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree as follows:

1. **Address of Premises.** The Premises Address set forth on the Data Sheet and throughout the Lease is hereby amended to read "3119 N. Lewis Ave., Waukegan, IL 60087".
2. **Miscellaneous.**
  - a. **Counterparts.** This First Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
  - b. **Entire Agreement.** This First Amendment and Lease set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
  - c. **Authority.** The parties signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.
  - d. **Terms.** Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.

- e. Consents. Landlord hereby represents and warrants to Tenant that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this First Amendment. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Landlord's failure to obtain all such required consents.
  
- f. Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this First Amendment, the provisions of this First Amendment shall control.
  
- g. Parties Bound. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

***(SIGNATURES TO FOLLOW ON NEXT PAGE)***

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment to Lease Agreement, effective as of the day and year first written above.

**LANDLORD:**

**TENANT:**

**VEQUITY LLC SERIES XXXIII  
WAUKEGAN,  
a Delaware limited liability company**

**TOTAL RENAL CARE, INC.,  
a California corporation**

By: Vequity Manager, LLC, an Alaska limited company, its sole manager

DocuSigned by:  
By: Gaurav Bhattacharyya  
28ED79BF5B9C4AC

By: 

Name: Gaurav Bhattacharyya

Name: Chris Ilekis

Title: Division Vice President

Title: Manager

Date: April 24, 2019

Date: 4/24/19

**FOR TENANT'S INTERNAL PURPOSES ONLY:**

**APPROVAL AS TO FORM ONLY:**

DocuSigned by:  
By: Denise Clem  
8B778059A26F478

Name: Denise Clem

Title: Assistant General Counsel

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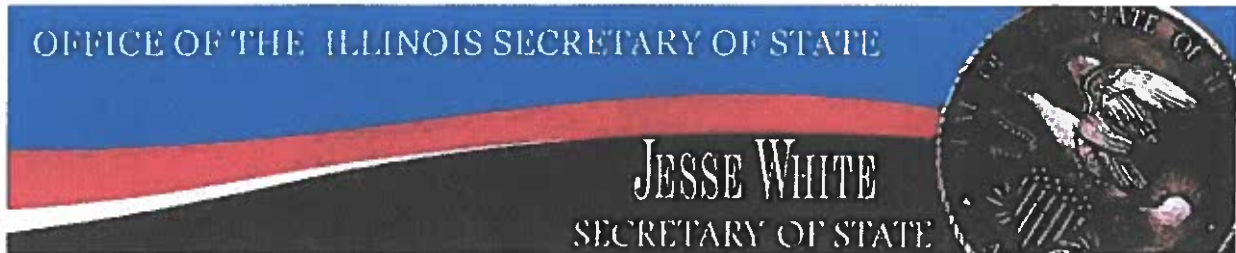
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**LLC FILE DETAIL REPORT**

<b>File Number</b>	06389383		
<b>Entity Name</b>	BOTKINS DIALYSIS, LLC		
<b>Status</b>	ACTIVE	<b>On</b>	09/10/2018
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Foreign
<b>File Date</b>	11/13/2017	<b>Jurisdiction</b>	DE
<b>Agent Name</b>	ILLINOIS CORPORATION SERVICE C	<b>Agent Change Date</b>	11/13/2017
<b>Agent Street Address</b>	801 ADLAI STEVENSON DRIVE	<b>Principal Office</b>	JLD/SECGOVFIN 2000 16TH ST. DENVER, CO 80202
<b>Agent City</b>	SPRINGFIELD	<b>Managers</b>	<a href="#">View</a>
<b>Agent Zip</b>	62703	<b>Duration</b>	PERPETUAL
<b>Annual Report Filing Date</b>	09/10/2018	<b>For Year</b>	2018
<b>Assumed Name</b>	ACTIVE - BEACH PARK DIALYSIS		
<b>Series Name</b>	NOT AUTHORIZED TO ESTABLISH SERIES		

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**OTHER SERVICES**

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