#20-027

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT
SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Dialysis Care Center Western		
Street Address: 7733 S Western Ave		
City and Zip Code: Chicago, IL, 60620-5821		
County: Cook County	Health Service Area: 6	Health Planning Area:6

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

Exact Legal Name: Dialysis Care Center Western, LLC.
Street Address: 15801 S Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O Alausa M.D.
CEO Street Address: 15801 S Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number:(630)697-1414

Type of Ownership of Applicants

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ Sole Proprietorship
- ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

Name: Morufu Alausa M.D
Title: CEO
Company Name: Dialysis Care Center
Address: 15801 S Bell Rd , Homer Glen, IL, 60491
Telephone Number:630-697-1414
E-mail Address: talausa@kidneycares.com
Fax Number:708-645-1001

#20-027

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Dialysis Care Center Western		
Street Address: 7733 S Western Ave		
City and Zip Code: Chicago, IL, 60620-5821		
County: Cook County	Health Service Area: 6	Health Planning Area:6

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

Exact Legal Name: Dialysis Care Center Holdings, LLC.
Street Address: 15801 S Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O Alausa M.D.
CEO Street Address: 15801 S Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number:(630)697-1414

Type of Ownership of Applicants

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
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- ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

Name: Morufu Alausa M.D
Title: CEO
Company Name: Dialysis Care Center
Address: 15801 S Bell Rd , Homer Glen, IL, 60491
Telephone Number:630-697-1414
E-mail Address: talausa@kidneycares.com
Fax Number:708-645-1001

Post Permit Contact

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

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

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Meridian Investment Partners, LLC
Address of Site Owner: C/O Salman Azam, 15801 S Bell Rd, Homer Glen, IL, 60491
Street Address or Legal Description of the Site: 7733 S Western Ave, Chicago, IL, 60620-5821 **Site ownership is through a LOI between current owner and site owner listed on application.**
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Dialysis Care Center Western, LLC
Address: 15801 S Bell Rd, Homer Glen, IL 60491
☐ Non-profit Corporation ☐ Partnership ☐ For-profit Corporation ☐ Governmental ☒ Limited Liability Company ☐ Sole Proprietorship ☐ Other o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.
APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at **www.FEMA.gov** or **www.illinoisfloodmaps.org**. **This map must be in a readable format**. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 **(http://www.hfsrb.illinois.gov)**.

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

☒ Substantive

☐ Non-substantive

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2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Dialysis Care Center Western, LLC. ("Applicant") proposes to establish a 12-station in-center hemodialysis (ESRD) facility to be located at 7733 S Western Ave, Chicago, IL, 60643, which is in Health Service Area 6.

The proposed facility is to be in a leased space which will include a total of approximately +/-4,900 contiguous rentable square feet.

The project has been classified as a substantive project since it constitutes the establishment of service as defined by Administrative Code.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts	612,500		612,500
Modernization Contracts			
Contingencies	55,125		55,125
Architectural/Engineering Fees	45,000		45,000
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)	420,000		420,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	535,652		535,652
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	1,668,277		1,668,277
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	**1,132,625**		**1,132,625**
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	**535,652**		**535,652**
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	**1,668,277**		**1,668,277**
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: $_____
Fair Market Value: $_____

The project involves the establishment of a new facility or a new category of service
☒ Yes ☐ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is $ 2,500.00.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

☐ None or not applicable ☐ Preliminary

☒ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): December, 30,2022

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

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

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:
☐ Cancer Registry
☐ APORS
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

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

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

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

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Facility Bed Capacity and Utilization

Section Not Applicable

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available. Include observation days in the patient day totals for each bed service.** Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME:			**CITY:**		
REPORTING PERIOD DATES:		**From:**		**to:**	
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Dialysis Care Center Western, LLC *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

SIGNATURE	SIGNATURE
Morufu Alausa MD	Mohammad S Shafi MD
PRINTED NAME	PRINTED NAME
CEO /President	Vice president
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 23 day of June, 2020	Notarization: Subscribed and sworn to before me this 23 day of June, 2020
Julie M. Tobias Signature of Notary	Julie Williamson Signature of Notary
Seal	Seal

JULIE M TOBIAS
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 20, 2021

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

*Insert the EXACT legal name of the applicant

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Dialysis Care Center Holdings, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

SIGNATURE	SIGNATURE
Morufu O Alausa MD	Mohammad S Shafi MD
PRINTED NAME	PRINTED NAME
CEO /President	Vice president
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 23 day of June 2020	Notarization: Subscribed and sworn to before me this 23 day of June, 2020
Julie M. Tobias Signature of Notary	Julie Williamson Signature of Notary
Seal JULIE M TOBIAS Official Seal Notary Public – State of Illinois My Commission Expires Nov 20, 2021	Seal JULIE WILLIAMSON Official Seal Notary Public – State of Illinois My Commission Expires Feb 8, 2022

*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility, relocation of a health care facility, or discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project MUST** be addressed. **A copy of the Notice to the Local Media MUST be submitted with this Application for Discontinuation (20 ILCS 3960/8.7).**

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.
7. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the **geographic service area**.

APPEND DOCUMENTATION AS ATTACHMENT 10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.

2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.

3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.

    a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.

    b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.

    c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.

    d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.

    e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.

4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.230 – Purpose of the Project, and Alternatives

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate.**

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

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

ALTERNATIVES

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

Alternative options **must** include:

A) Proposing a project of greater or lesser scope and cost;

B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;

C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and

D) Provide the reasons why the chosen alternative was selected.

2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

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

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**

2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:

   a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.

   b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.

   c. The project involves the conversion of existing space that results in excess square footage.

   d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

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

PROJECT SERVICES UTILIZATION:

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

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

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

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1					
YEAR 2					

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.

2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.

3. Evidence that the shell space is being constructed due to:
   a. Requirements of governmental or certification agencies; or
   b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.

4. Provide:
   a. Historical utilization for the area for the latest five-year period for which data is available; and
   b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

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

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.

2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and

3. The anticipated date when the shell space will be completed and placed into operation.

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

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

F. Criterion 1110.1430 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:

2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
☒ **In-Center Hemodialysis**	**0**	**12**

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(c)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(c)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(c)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(c)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(c)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(d)(1) - Unnecessary Duplication of Services	X		
1110.1430(d)(2) - Maldistribution	X		
1110.1430(d)(3) - Impact of Project on Other Area Providers	X		
1110.1430(e)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.1430(f) - Staffing	X	X	
1110.1430(g) - Support Services	X	X	X
1110.1430(h) - Minimum Number of Stations	X		
1110.1430(i) - Continuity of Care	X		
1110.1430(j) - Relocation (if applicable)	X		
1110.1430(k) - Assurances	X	X	
APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.1430(j) - Relocation of an in-center hemodialysis facility.

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

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

VII. 1120.120 - AVAILABILITY OF FUNDS

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

$1,132,625	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
$535,652 (FMV Of Lease)	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;

	5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
$1,668,277	**TOTAL FUNDS AVAILABLE**

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

SECTION VIII. 1120.130 - FINANCIAL VIABILITY

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

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

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

Variance

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

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

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

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

A. Reasonableness of Financing Arrangements

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

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

   A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or

   B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

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

1) That the selected form of debt financing for the project will be at the lowest net cost available;

2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;

3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

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

SECTION X. SAFETY NET IMPACT STATEMENT

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

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

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

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	**Year**	**Year**	**Year**
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	**Year**	**Year**	**Year**
Inpatient			
Outpatient			
Total			

#20-027

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

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

SECTION XI. CHARITY CARE INFORMATION

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

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.

2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.

3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 39.

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

APPEND DOCUMENTATION AS ATTACHMENT 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section 1, Identification, General Information, and certification

Certificates of Good standing for Dialysis Care Center Western, LLC.
Dialysis Care Center Western will be the operating entity.

Attachment 1

Applicant Identification

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

Exact Legal Name: Dialysis Care Center Western, LLC.
Street Address: 15801 S Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O Alausa M.D.
CEO Street Address: 15801 S Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number:(630)697-1414

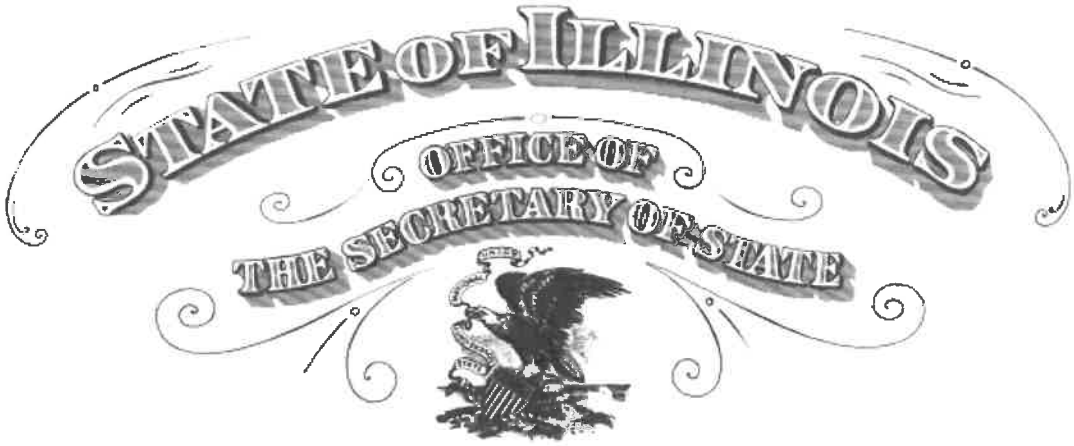
Type of Ownership of Applicants

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ Sole Proprietorship
- ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

Attachment 1

File Number 0879266-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DIALYSIS CARE CENTER WESTERN LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 03, 2020, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 2015703508 verifiable until 06/05/2021
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 5TH *day of* JUNE *A.D.* 2020 .

Jesse White

SECRETARY OF STATE

Attachment 1

Section 1, Identification, General Information, and certification

Certificates of Good standing for Dialysis Care Center Holdings, LLC.
Dialysis Care Center Holdings will be the operator of the dialysis unit.

Attachment 1

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

Exact Legal Name: Dialysis Care Center Holdings, LLC.
Street Address: 15801 S Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL 60601
Name of Chief Executive Officer: Morufu O Alausa M.D.
CEO Street Address: 15801 S Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number:(630)697-1414

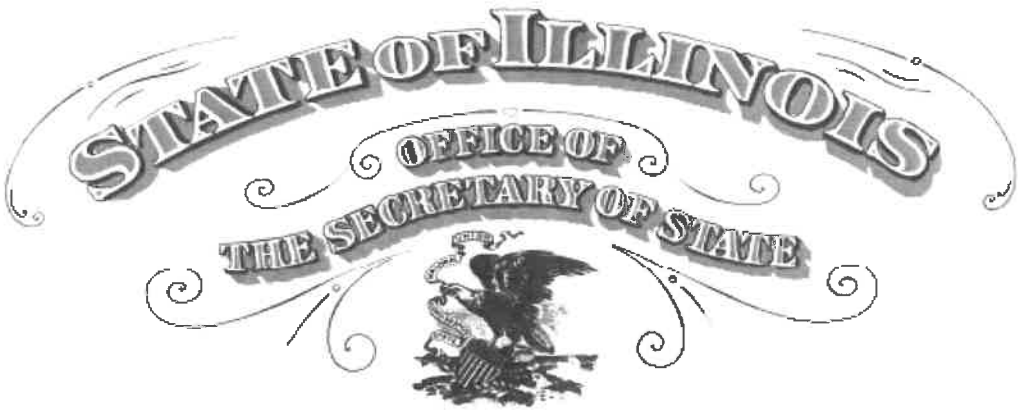
Type of Ownership of Applicants

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ Sole Proprietorship
- ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

Attachment 1

File Number 0578210-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DIALYSIS CARE CENTER HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 03, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 12TH *day of* SEPTEMBER *A.D.* 2017 .

Authentication #: 1725502952 verifiable until 09/12/2018
Authenticate at: http://www.cyberdrive.illinois.com

Jesse White
SECRETARY OF STATE

Attachment 1

Section 1, Identification, General Information, and certification

Site Ownership

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Meridian Investment Partners LLC
Address of Site Owner: C/O Salman Azam, 15801 S Bell rd, Homer Glen, IL, 60491.
Street Address or Legal Description of Site: 7733 S Western Ave, Chicago, IL, 60620-5821 **Site ownership is through a LOI between current owner and site owner listed on application.**

Attached:

-A copy of the letter of intent to lease between Meridian Investment Partners, LLC and Dialysis Care Center Western, LLC to lease the facility at 7733 S Western Ave, Chicago, IL, 60620-5821 is attached. The letter shows the applicant will control the site of the proposed facility

-A copy of the draft lease.

Attachment 2

Meridian Investment Partners, LLC

812 Campus Dr
Joliet, IL, 60435

June, 8, 2020

VIA EMAIL
Asim M. Shazzad
Chief Operating Officer – Chief Financial Officer
Kidney Care Center – Home Dialysis Service

Re: Nonbinding Letter of Intent -7733 S Western Ave, Chicago, IL, 60620-5821

Dear Asim:

We are pleased to present the following nonbinding letter of intent ("LOI") for purposes of outlining the current state of discussions concerning a possible lease for space at the above property.

Landlord:	Meridian Investment Partners, L.L.C.
Tenant:	Dialysis Care Center Western LLC
Guarantor:	Dialysis Care Center Holdings LLC [*please provide past two years financials for Landlord's review of Guarantor*]
Premises:	7733 S Western Ave, Chicago, IL, 60620-5821
Square Feet of Premises:	Approximately 4,900 SF. Measured from outside face of exterior demising walls to centerline of interior demising walls
Use of Premises:	The Premises shall be used for the operation of a kidney dialysis center and for no other purpose whatsoever, provided, however, that notwithstanding any provision in the lease to the contrary, in no event shall the Premises be used in violation of any exclusive, restricted, and/or prohibited uses applicable to the Property.
Lease Type/NNN:	No common area costs, real estate taxes, or insurance shall be due from Tenant to Landlord except Tenant shall pay its Proportionate Share of the amount by which real estate taxes that are payable during each calendar year wholly or partially within the Term exceed real estate taxes that are payable during the Base Year (to be defined in the lease).
Lease Term:	Ten (10) Lease Years commencing on Rent Commencement Date.
Lease Commencement:	Upon full execution of the lease.
Rent Commencement Date:	Tenant's obligation to pay Base Rent commences thirty (30) days following Landlord's delivery of the Premises with Landlord's Work substantially complete.

Base Rent (Annual):	$16.50 per square foot of Premises for the first year, with 2% increases each Lease Year thereafter.
Security Deposit:	None subject to review of Tenant's financials.
Utilities/Janitorial:	Tenant's utilities shall be separately metered or submetered. Tenant shall be responsible for utilities, scavenger services, and janitorial, including the following, without limitation: for service and payment of all utilities including but not limited to electric, gas, water, voice, data, or telecommunication services, janitorial for Tenant's Premises and scavenger for bio-hazardous materials.
Landlord's Work:	Landlord shall perform the work in the Premises shown on the attached work scope ("Landlord's Work"). Landlord to hire architect ("Landlord's Architect") with all of the costs of such architect to be reimbursed by Tenant immediately upon full execution of contract between Landlord and Landlord's Architect. Landlord's Architect shall be responsible for the space plan and drawings. Landlord's Work shall exclude the following, which shall be done at Tenant's sole cost and expense: furniture, fixtures, I.T., and RO system and all other specialty water systems (to be further described in the lease).
Delivery Condition:	Landlord shall deliver the Premises with Landlord's Work substantially complete.
Tenant Improvements:	All work necessary for the purpose of constructing Tenant's leasehold improvements other than Landlord's Work shall be at Tenant's sole cost and expense ("Tenant's Work"). Tenant shall contract with Meridian Investment Partners, L.L.C. ("Contractor") to perform all Tenant's Work, and Tenant shall pay twenty five percent (25%) of the initial estimated costs of Tenant's Work to Contractor prior to the commencement of any Tenant's Work. The remaining amount still owed by Tenant for the costs of Tenant's Work shall be paid by Tenant to Landlord with such amount, as adjusted to match actual costs, amortized over the Lease Term (a ten (10) year amortization period) with interest at eight percent (8%) per year. Prior to the performance of Tenant's Work, Tenant shall provide Landlord with a list of improvements and sketch of floor plans for Tenant's Work to be approved by Landlord. All improvements shall be subject to Landlord's approval and municipal requirements.
Tenant Improvement Allowance:	None.
Contingency:	The lease shall not be binding on either party prior to approval of the certificate of need (CON) permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Upon receipt of the CON permit approval, Tenant shall immediately notify Landlord and Landlord shall thereafter commence Landlord's Work.
Access:	Provided Tenant is not in default and is open and operating as a kidney dialysis center, Tenant and its employees, patients, and customers shall

be granted free access to the Property during Tenant's normal operating business hours.

Broker: None.

Confidentiality: Landlord and Tenant agree that the financial terms of this proposed transaction, and the terms of a finalized lease agreement, if any, shall be kept confidential, except as may be required to be disclosed to the party's brokers, attorneys, accountants, advisors, etc., and as may be required by law or a court or governmental entities.

This LOI is intended to serve as a summary of the current state of discussions concerning a possible lease, and this LOI is not a lease or any offer, and does not contain all essential or necessary terms. It is expressly understood and agreed that neither party is under a binding obligation to the other until a formal lease, designated as such, has been prepared, negotiated and executed. Either party may modify, withdraw or terminate this LOI and all negotiations at any time and for any reason, and without liability to the other.

Sincerely,

Meridian Investment Partners, LLC

By: _____
Its: _____

Agreed and Accepted:

Dialysis Care Center Western LLC

By: _____
Its: _____

Landlord's Work

Except for the following, which Landlord shall perform in the Premises as Landlord's Work, the Premises shall be delivered to Tenant in AS-IS condition with all faults:

1) **Walls:** 5/8" gypsum wallboard, finished to a level 4, on metal stud framing with acoustical batt insulation.
2) **Wall Finishes:** Moisture resistant product to 4'-0" in bathrooms and paint all other rooms. Paint to be selected from Landlord's standard palette.
3) **Floor:** Landlord to provide existing concrete slab in AS-IS condition.
4) **Floor Finishes:** Landlord to install carpet in offices and conference rooms. Carpeting to be selected from Landlord's standard palette. All other rooms to have a moisture resistant product, such product to be selected by Landlord.
5) **Ceiling:** 2'x4' grid (15/16") with "second look" ceiling tile or similar for the appearance of a 2'x2' tile. Landlord to construct acoustical ceiling "cloud" accent feature in the waiting room.
6) **Lighting:** 2'x4' light fixtures throughout. Waiting room "cloud" feature to have can lighting. Reception desk to have pendant lighting. Lighting products and fixtures to be selected by Landlord.
7) **Cabinets:** Stock laminate cabinets or similar to be selected and installed by Landlord. All upper wall cabinets to have locks.
8) **Countertops:** Granite, Quartz, or solid surface as selected by Landlord to be installed in reception area. Laminate counters as selected by Landlord to be installed in any/all other areas requiring counter tops.
9) **Counter Sinks:** Stainless steel as selected by Landlord.
10) **Doors:** Currently existing exterior windows, vestibule, and doors to be provided in AS-IS condition. Landlord to paint wood panel doors with paint selected from Landlord's standard palette. Double back door to be provide din the back of the Premises.
11) **Base and Trim:** Carpet/VCT areas to receive vinyl base or similar, as selected by Landlord. Moisture resistant product areas to receive painted wood trim/casing or similar, as selected by Landlord.
12) **HVAC:** RTUs to be provided. One (1) ton per 350 square feet. Ductwork/plenum return air system to be performed by Landlord in accordance with the approved layout as shown by the plans of Landlord's Architect.
13) **Electrical:** Existing electrical service to be provided in AS-IS condition. Circuiting revised in accordance with the approved layout. Electrical distribution and specifications "standard grade" as approved by Landlord.
14) **Water Service:** Existing water service to be provided in AS-IS condition. Plumbing and water piping installed per plans of Landlord's Architect.

Notwithstanding any provision in this Landlord's Work exhibit to the contrary:

1. **Specialty Systems:** R.O., BiCarb, concentrate, booster pumps, water recirculating, Brine, and/or any specialty systems or equipment to be furnished and installed by Tenant, at Tenant's sole cost and expense.
2. **Signage:** Any and all signage shall be furnished and installed by Tenant, at Tenant's sole cost and expense.
3. **Window Treatments:** Window treatments to be furnished and installed by Tenant, at Tenant's sole cost and expense.
4. **Furniture, Fixtures, and Equipment:** Furniture, fixtures, and equipment to be furnished and installed by Tenant, at Tenant's sole cost and expense.

STANDARD OFFICE LEASE

MERIDIAN INVESTMENT PARTNERS , LLC,
an Illinois limited liability company,

(as "LANDLORD")

AND

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

(as "TENANT")

PROPERTY:

7733 S WESTERN AVE, CHICAGO, IL, 60620-5821

Attachment 2

OFFICE LEASE AGREEMENT

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

ARTICLE 1
BASIC LEASE PROVISIONS

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

Tenant	Dialysis Care Center Western, LLC, an Illinois limited liability company
Tenant's Notice Address	Dialysis Care Center Western, LLC c/o Tunji Morufu Alausa 15801 South Bell Road Homer Glen, Illinois 60491 with a copy to: Azam Chandran & Gilani, LLP Attention: Salman Azam, Esq. 333 North Michigan Avenue, Suite 1815 Chicago, IL 60601 Azam@ACGLawFirm.com
Tenant's Billing Address	Dialysis Care Center Western, LLC

Attachment 2

Guarantors	Dialysis Care Center Holdings LLC and Home Dialysis Services Holdings LLC, jointly
Initial Term	Ten (10) years, beginning on the Commencement Date
Option Term(s)	Two (2) five (5) year option periods
Turnover Date	Upon completion of Landlord's Work described in Article 6.5 and Exhibit C, currently anticipated to be
Expiration Date	Ten (10) years after the Turnover Date
Base Rent	Base Rent shall be payable in accordance with the following Base Rent Schedule, subject to the provisions of Article 4 hereof:
Security Deposit	N/A
Base Rent Commencement Date	The earlier of: (i) Tenant opening for business or (ii) Ninety (90) days following the Turnover Date, estimated to be provided occupancy is given by the City of Chicago. If occupancy is not tendered 90 days from Turnover Date, base rent commencement date shall be extended till such occupancy is given.
Permitted Uses	General office use associated with an outpatient medical dialysis clinic.
Brokers	First in Realty Executive, Inc.
Parking Provisions	Tenant, its employees and customers shall have access to the parking areas of the building on a first come-first served basis at no additional cost. And see Sec. 2.2

ARTICLE 2
PREMISES, PARKING AND COMMON AREAS

2.1 Premises. Subject to the terms, covenants and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises specified in Article 1 (the Basic Lease Provisions). The Premises are a portion of the Building identified in the Article 1. As used herein, the term "**Building**" shall include adjacent parking surfaces used in connection therewith. The Premises, the Building, the Common Areas, the land upon which the same are located, along with all other buildings and improvements thereon or thereunder, are herein collectively referred to as the "**Office Building Project**." As used herein, the term "**Common Areas**" shall include all areas and facilities outside the Premises and within the exterior boundary line of the Office Building Project that are provided and designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and of other tenants of the Office Building Project and their respective employees, suppliers, shippers, customers and invitees, including, but not limited to, common entrances, lobbies, corridors, stairways and stairwells, public restrooms, elevators, escalators, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, signage, tenant directories, landscaped areas and decorative walls. Landlord reserves unto itself and its designees the use of the roof, exterior walls and area beneath the floor and above the ceiling of the Premises, together with the right, from time to time, to install, maintain, use, repair and replace utility lines, tunneling, pipes, ducts, conduits, and wire and the like leading under, over or through the Premises.

2.2 Vehicle Parking. Subject to the rules and regulations attached hereto as **Exhibit A** (the "**Rules and Regulations**"), and as established by Landlord or its duly authorized parking operator from time to time, if any, and except as otherwise specified in Article 1above, Tenant, its employees and customers shall have access to the parking areas of the building on a first come-first served basis at no additional cost to Tenant. Landlord reserves the right, in its discretion: (i) to reconfigure the parking area and ingress to and egress from the parking area, (ii) to modify the directional flow of traffic in the parking area, (iii) to allocate and assign parking spaces among Tenant and the other tenants of the Building or to restrict the use of certain parking spaces for certain tenants, and (iv) to supplement and amend parking rules and regulations, and control or monitoring devices for the parking facilities, including a paid parking program. Except as otherwise provided in this Lease, Landlord specifically reserves the right to charge a reasonable fee for use of the parking facilities.

Landlord shall provide two (2) handicap parking stalls closest to the main door to the Premises on the south side of the Building. Landlord shall also provide an additional five (5) parking stalls closest to the main door to the Premises on the south side of the Building identified as "patient parking only" which shall be available to all patients visiting the Office Building Project. Tenant acknowledges that Landlord shall have no on-going duty to police and third party violations of such exclusive parking spaces.

2.3 Common Areas - Rules and Regulations. Tenant agrees to abide by and conform to and to cause its employees, suppliers, shippers, customers, and invitees to abide by and conform to the Rules and Regulations, with respect to the Office Building Project. Landlord or such other person(s) as Landlord may appoint (the "**Property Manager**") shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for the noncompliance with the Rules and Regulations by other Tenants, their agents, employees and invitees of the Office Building Project, provided Landlord takes reasonable steps to enforce the Rules and Regulations. In the event of a conflict, this Lease prevails over the Rules and Regulations.

2.4 Common Areas - Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Building interior and exterior and the Common Areas, including, without limitation, changes in the location, size, shape, number, and appearance thereof, including, but not

limited to, the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, signage, tenant directories, direction of traffic, decorative walls, landscaped areas and walkways; provided, however, Landlord shall at all times provide the parking facilities required by applicable law;

(b) To close temporarily with notice any of the Common Areas for maintenance and repair purposes so long as reasonable access to the Premises remains available;

(c) To add additional buildings and improvements to the Common Areas;

(d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Office Building Project, or any portion thereof;

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Office Building Project as Landlord may, in the exercise of sound business judgment deem to be appropriate.

ARTICLE 3
TERM

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

3.2 Possession. Landlord agrees to use commercially reasonable efforts to deliver possession of the Premises by the Turnover Date. If for any reason Landlord cannot tender possession of the Premises to Tenant on the scheduled Turnover Date then the validity of this Lease and the obligations of Tenant under this Lease shall not be affected and Landlord shall not be subject to any liability therefore. Possession of the Premises shall be deemed tendered to Tenant when: (a) the improvements, if any, to be provided by Landlord under **Exhibit C** to this Lease are substantially completed, (b) the Building utilities are ready for use in the Premises, and (c) Tenant has reasonable access to the Premises.

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

3.3 Notice of Commencement Date. Promptly following the Turnover Date, Landlord may, at its election, deliver to Tenant a notice identifying the Turnover Date and the Expiration Date, a copy of which notice shall be executed by Tenant and returned to Landlord.

3.4 Option to Renew. Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from the Tenant not less than six (6) months and not more than nine (9) months prior to the expiration of the Initial Term (or Option Term, as applicable) of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Premises in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease upon the expiration of the Initial Term for two (2) consecutive option terms of sixty (60) months each (each, an "**Option Term**" and collectively, the "**Option Terms**"). If Landlord does not timely receive notice for extending the Term, then this Section shall be null and void and of no further force or effect. Hereinafter, "Term" shall mean the Initial Term and any extension thereof, including the Option Terms, if exercised.

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

ARTICLE 4
RENT

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

4.2 Additional Rent. Landlord and Tenant agree that this Lease is intended as a triple-net lease, and that Tenant shall pay to Landlord all charges and other amounts required under this Lease as additional rent ("**Additional Rent**"). Tenant's obligations to pay Additional Rent shall commence on the Turnover Date as set forth in Article 1. Base Rent and Additional Rent shall be collectively referred to herein as "**Rent.**" Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses and Real Property Taxes (as defined in Article 10), in accordance with the following provisions:

(a) "**Tenant's Share**" is the percentage set forth in Article 1.

(b) "**Operating Expenses**" is defined, for purposes of this Lease, to include all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for:

(1) The operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Office Building Project, including, but not limited to, the following:

(i) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes, blinds and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, all tenants or occupants of the Office Building Project, including elevators and escalators, signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair (the "**Building Systems**").

(iii) General maintenance, trash disposal, janitorial and security services;

(iv) All costs and expenses in connection with providing utilities under Article 11;

(v) Any other service to be provided by Landlord that is elsewhere in this Lease stated to be an "**Operating Expense;**"

(2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord under Article 8 hereof;

(3) The amount of the real property taxes to be paid by Landlord under Section 10.1 hereof including any fees paid by Landlord to contest or appeal the tax assessment for purposes of lowering such assessment;

(4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Office Building Project;

(5) Reasonable management fees, administrative fees, and asset manager fees; and

(6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

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

(d) Landlord agrees that beginning in the earlier of full occupancy or 2019 and continuing through the Initial Term, Tenant's Share of controllable Operating Expenses shall not increase by more than 5% over Tenant's Share of controllable Operating Expenses for the prior calendar year, on a noncumulative, non-compounding basis. For purposes of this Section, "controllable Operating Expenses" shall mean those portions of Operating Expenses over which Landlord has discretion and the ability to manage. Controllable Operating Expenses shall not include such items as Landlord does not control, such as the cost of insurance, Real Property Taxes, utilities and similar expenses.

(e) Tenant's Share of any Operating Expenses shall be payable by Tenant monthly during each year of the Term, on the same day as the Base Rent is due hereunder. In the event that Tenant pays Landlord's estimate of Tenant's Share of the Operating Expenses, Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a detailed statement ("**Operating Expense Statement**") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated) the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

ARTICLE 5
[RESERVED]

ARTICLE 6
PREMISES USE

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

Landlord agrees that after the Effective Date, it shall not lease or rent any space in the Building or permit the use or occupancy of any space in the Building, to any new or existing tenant, assignee, sublessee, licensee that operates a competing business (as hereinafter defined) without Tenant's prior written consent, which consent may be withheld in Tenant's sole and absolute discretion. "Competing business" for this purpose shall mean providing kidney treatment or dialysis of any kind. Tenant acknowledges that Research By Design, LLC is a current tenant in the Building and that tenant is engaged in kidney related research treatment. Tenant's acknowledges that said current use by this tenant and its successors and assigns does not violate Tenant's exclusive right under this Section.

6.2 Approved Use Contingency. Tenant shall have until January 9, 2018 (the "**Use Contingency Date**") to obtain all requisite permits, licenses, and approvals to operate a business for the Permitted Use from the State of Illinois and all applicable regulatory and local governmental agencies. Tenant shall use all diligent, reasonable and good-faith efforts to obtain such approval and avoid unnecessary delay. In the event that Tenant is unable to obtain the approvals on or before the Use Contingency Date, Tenant shall be entitled to terminate this Lease by delivering written notice of said termination to Landlord. In the absence of written notice from Tenant on or before the Use Contingency Date, the Lease will continue in full force and effect. Tenant may seek an extension of the Approved Use Contingency with the approval of Landlord.

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

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

6.5 Landlord's Work; Acceptance of Premises.

(a) **Landlord's Work.** Landlord shall tender possession and occupancy of the Premises to Tenant on the Turnover Date set forth in Article 1 with the improvements identified on **Exhibit C** substantially completed. In the event the Premises shall not be substantially completed and ready for occupancy on the date 30 days after the expected Turnover Date (unless said delays were caused by Tenant Delays as defined in the Work Letter attached hereto as **Exhibit C**), Tenant shall be entitled to one day Rent abatement for each day that possession is delayed past said 30th day. In the event the Premises

shall not be substantially completed and ready for occupancy on the date 120 days after the Turnover Date (unless said delays were caused by Tenant Delays), Tenant shall be entitled to terminate this Lease by delivering written notice of said termination to Landlord. Notwithstanding the foregoing, the Turnover Date shall be extended day for day for each day of Permitted Delay as defined in the Work Letter attached hereto as **Exhibit C**. Except as otherwise provided in **Exhibit C**, Landlord shall have no other obligation for construction work or improvements to the Premises. The improvements now or hereafter situated upon the Premises, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Premises and Tenant shall have only a leasehold interest therein.

(b) **Acceptance of Premises.** By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building except as set forth in **Exhibit C**. Tenant acknowledges that it made a thorough and independent examination of the Premises and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with the Premises and is satisfied that same are in an acceptable condition and meet Tenant's needs. Tenant accepts the Premises and the Office Building Project in their "AS IS, WHERE IS" condition existing as of the Turnover Date or the date that Tenant first takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that the Premises are in good order and repair and that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Office Building Project for the conduct of Tenant's business.

ARTICLE 7
MAINTENANCE AND REPAIRS; ALTERATIONS

7.1 Landlord's Obligations. Landlord shall repair and maintain the structural portions of the Premises (including the roof structure and membrane, exterior walls and columns), the Building Systems and Common Areas; provided that Tenant shall be obligated to reimburse Landlord for any repair or maintenance if necessitated or occasioned by the acts, omissions or negligence of Tenant, or any of its servants, employees, contractors, agents, visitors or licensees. Except as may be provided elsewhere herein, there shall be no abatement of Rent or liability of Landlord on account of any injury or interference with Tenant's business arising from the making of any improvements, alterations or repairs to any portion of the Office Building Project or to fixtures, appurtenances and equipment therein, nor shall any such improvement, alteration or repair constitute an eviction or disturbance of Tenant's use or possession of the Premises, unless otherwise specified elsewhere in this Lease.

7.2 Tenant's Obligations.

(a) Tenant shall take good care of the Premises and at Tenant's sole expense keep the Premises in good working order and in a clean, safe and sanitary condition. Notwithstanding Landlord's obligation to keep the Premises in good condition and repair, Tenant shall pay, as Additional Rent, the cost of any maintenance and repair of the Premises, and the maintenance, repair and replacement of any equipment (wherever located) that serves only Tenant or the Premises.

(b) On the last day of the Term, or upon any sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as received on the Commencement Date, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, all electrical distribution systems, lighting fixtures, window coverings, wall coverings, carpets, wall

paneling, ceilings and plumbing on the Premises shall be left in good operating condition, reasonable wear and tear excepted.

7.3 Alterations and Additions.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "**Alterations**"), in, on or about the Premises, or the Office Building Project without Landlord's prior written consent, which Landlord may give or withhold in Landlord's reasonable discretion. As used herein, the term "**Alterations**" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant will deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all Applicable Laws , (iii) in accordance with the Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other Tenants' use and enjoyment of the Office Building Project.

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

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

(d) Tenant will keep the Premises and the Office Building Project free from any mechanics', materialmens', or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon

demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, and the Office Building Project, from mechanics' and materialmens' liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises.

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

ARTICLE 8
INSURANCE; INDEMNITY

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

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

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

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

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

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

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

Landlord and the Property Manager, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees, by reason of Tenant's negligence.

As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or of the effective date of any reduction in the amounts of insurance. All commercial general liability, property damage and other casualty policies shall be written on an occurrence basis and as primary policies, and not in excess of coverage that Landlord may carry. Landlord's coverage shall not be contributory. Tenant's insurance shall specifically include the liability assumed hereunder by Tenant, shall provide for severability of interests, shall further provide that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

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

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

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

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

8.7 Indemnity. Tenant shall indemnify, protect, defend and save and hold Landlord, the Property Manager, and their respective trustees, directors, officers, agents and employees, harmless, from and against any and all losses, costs, liabilities, claims, damages and expenses, including, without limitation, reasonable attorneys' fees and costs and reasonable investigation costs, incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (b) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person or entity claiming through or under Tenant, or (c) the condition of the Premises or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the sole negligence or willful misconduct of Landlord, or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, servants, employees, visitors, customers, or licensees of Tenant, in, on or about the Premises or the Office Building Project. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Lease.

8.8 Limitation of Liability: Tenant hereby agrees that Landlord shall not be responsible for or liable to Tenant and Tenant hereby releases Landlord and waives all claims against Landlord for any injury, loss or damage to any person or property in or about the Premises or the Office Building Project by or from any cause whatsoever (other than Landlord's sole negligence or willful misconduct) including, without limitation, acts or omissions of persons occupying adjoining premises or any part of the Office Building Project; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Premises or the Office Building Project. The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, board members, beneficiaries, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or cause of action shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Office Building Project for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees. No holder or beneficiary of any mortgage or deed of trust on any part of the Office Building Project shall have any liability to Tenant hereunder for any default of Landlord.

ARTICLE 9
DAMAGE OR DESTRUCTION

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

(a) Extreme events of nature including but not limited to fire, flood, bad weather, earthquake, and other similar occurrences;

(b) Any act of war, terrorism, or bio-terrorism, where "bio-terrorism" shall mean the release (or threatened release) of an airborne agent or other contaminant that is or could adversely affect the Building or its occupants.

9.2 If the Premises or the Building or the Office Building Project or any portion thereof (whether or not the Premises are affected) are damaged by fire or other Casualty, Landlord shall forthwith repair the same (except for Alterations installed by or on behalf of Tenant) provided that such repairs can be made within one hundred eighty (180) days after the date of such damage under the laws and regulations of the federal, state and local governmental authorities having jurisdiction thereof and are covered by the proceeds of insurance required to be maintained by Landlord pursuant to Section 8.6 hereof. In such event, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate abatement of Base Rent and Additional Rent while such repairs are being made as provided below. Tenant shall further be entitled to a proportionate abatement of Base Rent and Additional Rent resulting from such loss of use of Common Areas of the Office Building Project but only to the extent such fire or casualty actually interferes with the operation of Tenant's business. Within thirty (30) days after the date of such damage, Landlord shall notify Tenant whether or not such repairs are covered by insurance required to be maintained by Landlord pursuant to Section 8.6 and whether such repairs can be made within one hundred

eighty (180) days after the date of such damage. Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within one hundred eighty (180) days from the date of such damage or such damage is not so covered by insurance, Landlord shall have the option within thirty (30) days after the date of such damage to notify Tenant of its election to terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after notice is given.

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

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

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

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

9.6 Interruption of Service.

(a) **Interruption of Service Defined.** No damages, compensation, or claim shall be payable by Landlord, and this Lease and the obligations of Tenant to perform all of its covenants and agreements hereunder shall in no way be affected, impaired, reduced, or excused, in the event that there is an

interruption, curtailment, or suspension of the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Premises or any other services required of Landlord under this Lease (each, an "**Interruption of Service**"), by reason of:

(1) any Casualty;

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

(3) any other causes of any kind whatsoever that are beyond the control of Landlord, including but not limited to:

(i) a lack of access to the Building or the Premises beyond the control of Landlord (which shall include, but not be limited to, the lack of access to the Building or the Premises when it or they are structurally sound but inaccessible due to the evacuation of the surrounding area or damage to nearby structures or public areas);

(ii) any cause outside the Building;

(iii) reduced air quality or other contaminants within the Building that would adversely affect the Building or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Building or the Premises);

(iv) a disruption of mail and deliveries to the building or the Premises resulting from a Casualty;

(v) a disruption of telephone and telecommunications services to the Building or the Premises resulting from a Casualty; or,

(vi) a blockage of any windows, doors, or walkways to the Building or the Premises resulting from a Casualty.

(b) **Landlord's Interruption of Services.** Except as otherwise expressly provided in this Lease, Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to effect an Interruption of Service, as required by this Lease or by law, or as Landlord in good faith deems advisable, whenever and for so long as may be reasonably necessary, to make repairs, alterations, upgrades, changes, or for any other reason, to the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Premises or any other services required of Landlord under this Lease.

In each instance, Landlord shall exercise reasonable diligence to eliminate the cause of the Interruption of Service, if resulting from conditions within the Building, and conclude the Interruption of Service. Landlord shall give Tenant notice, when practicable, of the commencement and anticipated duration of such Interruption of Service.

(c) **No Remedies.** The occurrence of an Interruption of Service shall not:

(1) constitute an actual or constructive eviction of Tenant, in whole or in part;

(2) entitle Tenant to any abatement or diminution of Base Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease;

(3) relieve or release Tenant from any of its obligations under this Lease;

(4) entitle Tenant to terminate this Lease, unless said interrupt continues for a period in excess of forty-five (45) consecutive days.

ARTICLE 10
TAXES

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

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

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

ARTICLE 11
UTILITIES

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

11.2 Services Exclusive to Tenant. Tenant shall pay for all utilities and services furnished to or used at the Premises, including water, gas, electricity, other power, telephone and other communications services, and all other utilities and services supplied and/or metered to the Premises or to Tenant, together with any taxes or impositions thereon. If any such services are not separately metered to the Premises, Tenant shall pay at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises in the Building. The Premises shall be

separately metered for electricity (lights and outlets). Tenant shall be responsible for its own security and janitorial services.

11.3 Interruptions. Landlord shall not be liable for and there shall be no rent abatement as a result of any stoppage, reduction, interruption or discontinuance of any utility or service due to riot, strike, act of war, act of terrorism or bioterrorism, labor dispute, breakdown, accident, repair or any other cause or in cooperation with governmental request or directions, nor shall such stoppage, reduction, interruption or discontinuance be considered an eviction or interruption of Tenant's use or possession of the Premises.

ARTICLE 12
ASSIGNMENT AND SUBLETTING

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

12.2 If Tenant desires to enter into an Assignment of this Lease or a Sublease of the Premises or any portion thereof, it shall give written notice (the "**Notice of Proposed Transfer**") to Landlord of its intention to do so no less than thirty (30) days prior to such proposed Assignment of Sublease, which notice shall contain: (i) the name and address of the proposed assignee, subtenant or occupant ("**Transferee**"), (ii) the nature of the proposed Transferee's business to be carried on in the Premises, (iii) the terms and provisions of the proposed Assignment or Sublease and (iv) such financial information as Landlord may reasonably request concerning the proposed Transferee.

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

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

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

12.6 Any Transferee approved by Landlord or transferee or assignee under Section 12.5, shall, from and after the effective date of the Assignment or Sublease, assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No Assignment shall be binding on Landlord unless Tenant or Transferee shall deliver to Landlord a counterpart of the Assignment and an instrument that contains a covenant of assumption by such Transferee satisfactory in substance and form to Landlord, and consistent with the requirements of this Section 12.6. Any failure or refusal of such Transferee to execute such instrument of assumption shall constitute a default under this Lease but shall not release or discharge such Transferee from its liability as set forth above.

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

ARTICLE 13
DEFAULT; REMEDIES

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

(a) The breach by Tenant of any of the covenants, conditions or provisions of Sections 7.3(a), (b) or (d) (alterations), 12 (assignment or subletting), 17 (estoppel certificate), 19.12 (subordination), or 19.23 (easements), all of which are deemed to be material, non-curable defaults without the necessity of any notice by Landlord to Tenant thereof.

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

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than those referenced in subparagraphs (a) and (b), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more

than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

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

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

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

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

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

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

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois. Unpaid installments of Rent and other unpaid monetary obligations of

Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

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

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

13.5 Late Charges; Right to Change Terms:

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

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

ARTICLE 14
HAZARDOUS SUBSTANCES

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

14.2 Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the Premises, the Building, the Office Building Project or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all Environmental Laws. If the presence of Hazardous Substances on the Premises or elsewhere in the Office Building Project caused or permitted by Tenant results in contamination of the Premises or any other portion of the Office Building Project, or any soil or groundwater in, under or about the Office Building Project, Tenant, at its expense, shall promptly take all actions necessary to return the Premises or the Office Building Project or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 14, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

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

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

activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

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

(a) Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

(b) Pathological Wastes - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.

(c) Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

(d) Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

(e) Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades. Unused sharps should be considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 15
EMINENT DOMAIN

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

claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided that Landlord shall have no claim to any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business.

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

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

ARTICLE 16
REAL ESTATE BROKERS

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

ARTICLE 17
ESTOPPEL CERTIFICATE

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

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

17.3 Tenant shall, when requested by Landlord from time to time but not more frequently than once each year, furnish a true and accurate audited statement of its financial condition for the last three (3)

years; provided, however, that if Tenant is a publicly traded company Tenant may satisfy the requirements of this paragraph by providing Landlord with a copy of its Form 10-K.

ARTICLE 18
SALE OR ASSIGNMENT BY LANDLORD

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

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

ARTICLE 19
SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord, as security for the performance of Tenant's obligations under this Lease, the security deposit set forth in Article 1 above (the "Security Deposit"). Upon the occurrence of a Default, and upon written notice to Tenant Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant, within five (5) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no Default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the Term and vacation of the Premises by Tenant. Landlord shall, subject to the terms and conditions of this Lease, transfer the Security Deposit to any *bona fide* purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit; and Landlord shall be relieved of any liability with respect to the Security Deposit.

ARTICLE 20
MISCELLANEOUS PROVISIONS

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

20.2 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate equal to the Prime Rate plus 5%. For purposes hereof, the "Prime Rate" shall be the per annum interest rate as published in the Wall Street Journal as of

the date of the payment in question (reflected as the "Latest Prime Rate" at http://online.wsj.com/mdc/public/page/2_3020-moneyrate.html). Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

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

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

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

20.6 Waivers; Modifications.

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

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

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

20.8 Holding Over. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify, defend and hold Landlord harmless against all damages, liabilities and costs, including, but not limited to, attorneys' fees, incurred by Landlord from any delay by Tenant in vacating the Premises. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall be a

tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the Rent payable shall be two hundred percent (200%) of the Rent payable immediately preceding the Termination Date of this Lease. Any holding over without Landlord's consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies provided hereunder, notwithstanding that Landlord may elect to accept one or more payments of Rent from Tenant.

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

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

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

20.12 Subordination.

(a) This Lease, and any Option or right of first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Office Building Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Landlord shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease and such Options shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

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

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

20.14 Waiver of Jury Trial. LANDLORD AND TENANT VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT IT HAS CONSULTED

WITH AND BEEN COUNSELED BY COMPETENT COUNSEL CONCERNING THE WAIVER SET FORTH IN THIS SECTION AND HAS KNOWINGLY MADE SUCH WAIVER.

20.15 Landlord's Access.

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

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

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

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

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

20.19 Authority. If Tenant is a corporation or a limited liability company, Tenant and each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant as follows: Tenant

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

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

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

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

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

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

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

20.26 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or

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

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

Exhibit A	Rules and Regulations for Standard Office Lease
Exhibit B	Space Plan
Exhibit C	Work Letter
Exhibit D	Guaranty of Lease

[SIGNATURES ON FOLLOWING PAGE]

Attachment 2

Signature Page

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

LANDLORD:

MERIDIAN INVESTMENT PARTNERS , LLC, an Illinois limited liability company

By: _____

Date:

TENANT:

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

By: _____

Its: _____

Date: _____

Attachment 2

EXHIBIT A

RULES AND REGULATIONS FOR OFFICE LEASE AGREEMENT

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

1. Tenant shall not alter any locks or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Project except during the Project's normal hours of business. Tenant, its employees and agents must be sure that the doors to the Project are securely closed and locked when leaving the Premises if it is after the normal hours of business of the Project. Tenant, its employees, agents or any other persons entering or leaving the Project at any time when it is so locked, or any time when it is considered to be after normal business hours for the Project, may be required to sign the Project register. Access to the Project may be refused unless the person seeking access has proper identification or has a previously received authorization for access to the Office Building Project. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Office Building Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Office Building Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Office Building Project without Landlord's prior authorization, not to be unreasonably withheld, conditioned or delayed. All moving activity into or out of the Office Building Project shall be scheduled with Landlord and done only at such time and in such manner as Landlord reasonably designates. Landlord shall have the right to reasonably prescribe the weight, size and position of all safes and other heavy property brought into the Office Building Project and also the times and manner of moving the same in and out of the Office Building Project. Safes and other heavy objects shall, if considered reasonably necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight, and Tenant shall be solely responsible for the cost of installing all supports. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Office Building Project, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. The requirements of Tenant will be attended to only upon application at the management office for the Office Building Project or at such office designated by Landlord. Tenant shall not ask employees of Landlord to do anything outside their regular duties without special authorization from Landlord.

6. Tenant shall not disturb, solicit, or canvass any occupant of the Office Building Project and shalt cooperate with Landlord and its agents to prevent the same. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such

areas, and shall use them only as a means of ingress and egress for the Premises. Smoking shall not be permitted In the Common Areas.

7. The toilet rooms, urinals and wash bowls shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it

8. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

9. Tenant shall not use or keep in or on the Premises or the Office Building Project any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not bring into or keep within the Premises or the Office Building Project any animals (other than assistance animals), birds, bicycles or other vehicles.

10. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Office Building Project by reason of noise, odors, or vibrations, or to otherwise interfere in any way with the use of the Office Building Project by other tenants.

11. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for loading or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors of Tenant, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations; and provided further that such cooking does not result in odors escaping from the Premises.

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

13. Landlord reserves the right to exclude or expel from the Office Building Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

14. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Office Building Project's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

15. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash in the vicinity of the Office Building Project without violation of any law or ordinance governing such disposal. All trash, garbage and

refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall reasonably designate.

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

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

18. Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises unless otherwise agreed to in writing by Landlord. Except with the prior written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Office Building Project for the purpose of cleaning same. Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant or any of its employees or other persons by the janitor of Landlord. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Window cleaning shall be done only by Landlord at reasonable intervals and as Landlord deems necessary.

PARKING RULES

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

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

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

4. Landlord reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent off site location(s), and to allocate them between compact and standard size and tandem spaces, as long as the same complies with applicable laws, ordinances and regulations.

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

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

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

8. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements. Garage managers or attendants are not authorized to make or allow any exceptions to those Parking Rules and Regulations. Landlord reserves the right to terminate parking rights for any person or entity that willfully refuses to comply with these rules and regulations.

9. Every driver is required to park his own car. Where there are tandem spaces, the first car shall pull all the way to the front of the space leaving room for a second car to park behind the first car. The driver parking behind the first car must leave his key with the parking attendant. Failure to do so shall subject the driver of the second car to a Fifty Dollar ($50.00) fine. Refusal of the driver to leave his key when parking in a tandem space shall be cause for termination of the right to park in the parking facilities. The parking operator, or his employees or agents, shall be authorized to move cars that are parked in tandem should it be necessary for the operation of the garage. Tenant agrees that all responsibility for damage to cars or the theft of or from cars is assumed by the driver, and further agrees that Tenant will hold Landlord harmless for any such damages or theft.

10. No vehicles shall be parked in the parking garage overnight. The parking garage shall only be used for daily parking and no vehicle or other property shall be stored in a parking apace.

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

EXHIBIT B

APPROXIMATE SPACE PLAN

EXHIBIT C
WORK LETTER

Dialysis Care Center Western, LLC
c/o Tunji Morufu Alausa
15801 South Bell Road
Homer Glen, Illinois 60491

Ladies and Gentlemen:

You (the "Tenant") and we (the "Landlord"), are executing simultaneously with this Work Letter Agreement a Standard Office Lease (and together with the Standard Office Lease is called the "Lease") covering certain premises (the "Premises") more particularly described in the Lease. To induce Tenant to enter into the Lease (which is hereby incorporated by reference to the extent that its provisions may apply to this Work Letter Agreement), and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

Section 1. Scope of Work. Promptly following the approval by Tenant of the Plans and Specifications (defined below), Landlord agrees to furnish all of the material, labor and equipment necessary for the commencement and completion of construction of the improvements to the Premises specified in the Plans and Specifications (which improvements are called the "Improvements").

The Improvements shall be constructed by Landlord in a good and workmanlike manner in accordance with the Plans and Specifications, and Landlord agrees to complete same in compliance with all applicable laws then in effect (called the "Work"). Any improvements other than the Work in the nature of an initial build out of the Premises in accordance with the Plans and Specifications hereunder shall be deemed to be additions or alterations which are governed by the Lease.

Section 2. Plans and Specifications. Immediately upon the execution of this Work Letter Agreement and delivery by Tenant to Landlord of all information relevant to Tenant's space requirements, Landlord shall prepare the plans and specifications necessary for the construction of the Improvements to the Premises (the "Plans and Specifications"), which Tenant shall approve. When the Plans and Specifications have been ultimately approved, Tenant and Landlord shall each affix their respective signatures or initials to each page, and same shall be deemed to become a part of this Work Letter as Exhibit A.

Section 3. Landlord's Payment of Cost of the Work. Landlord agrees to pay for the cost of constructing the Improvements in accordance with the Plans and Specifications. Notwithstanding, the Landlord's obligation to pay for the cost of the Improvements shall be limited to $_____.

Section 4. Tenant's Payment Obligation. Tenant shall be responsible for the cost of all of its own fixtures, furnishings, equipment and medical devices and apparatus. Tenant shall also pay the cost of constructing the Improvements in excess of $_____, and for the cost of any Change Orders (described below).

Section 5. Change Orders. Landlord may agree to perform, at Tenant's request and upon submission by Tenant (at Tenant's sole cost and expense) of all necessary drawings, plans and specifications, any other work in addition to the Work such other work shall be done at Tenant's sole cost and expense as a Tenant's "extra." Prior to commencing any such other work requested by Tenant, Landlord shall submit to Tenant an estimate of the cost of such extra work. If Tenant shall fail to approve said estimate within ten (10) days from the receipt thereof, the same shall be deemed disapproved in all respects by Tenant, and Landlord shall not be authorized to proceed thereon. If Tenant approves same,

Tenant agrees to pay to Landlord promptly upon being billed therefor, after the conclusion of said extra work, the cost of all such extra work together with fifteen percent (15%) of said cost for Landlord's fee, plus Landlord's actual general conditions incurred in connection therewith.

Section 6. Completion. Except for Permitted Delays, the Landlord anticipates that the Work shall be "substantially completed" on or before March 1, 2018, which shall be Turnover Date. Notwithstanding if Landlord shall be delayed in substantially completing the Work solely as a result of:

(a) Tenant's failure to timely approve the Plans and Specifications, , or

(b) Tenant's request for materials, finishes and associated installations which are not available in a timely manner (provided Tenant has been apprised of such unavailability and Tenant continues to request same), or

(c) Tenant's changes in the Work or the Plans and Specifications, or request for "extras" (notwithstanding Landlord's approval of such changes), or

(d) The performance of any work by Tenant or any person, firm or corporation employed by Tenant, or

(e) Any other material fault or delay on the part of Tenant or its agents,

the date by which Landlord shall achieve substantial completion and tender possession shall be deferred on account of such delay. Subsection (a) through (e) above are herein referred to as "Tenant Delays." Landlord shall not be deemed to be in default under the Lease or under this Work Letter for failure to timely complete the Improvements in the event that such delay is due to: (i) a Tenant Delay; (ii) any Force Majeure event as described in the Lease (Tenant Delays and Force Majeure events being collectively called "Permitted Delays").

Landlord shall use its best efforts to overcome or mitigate the effect of a Permitted Delay. Promptly following the occurrence of a Permitted Delay, Landlord shall notify Tenant of such occurrence. Following Landlord's determination of the effect such occurrence will have, if any, on the time within which the Improvements shall be substantially completed, Landlord shall notify Tenant of same.

Section 7. Substantial Completion. The Improvements shall be deemed to be "substantially complete" when: (i) Landlord notifies Tenant in writing that the Improvements in question are completed in substantial compliance with applicable laws, ordinances and regulations, and in conformance with the Plans and Specifications; and (ii) when the City of Chicago has issued a certificate of occupancy therefor if one is necessary for projects of the size and scope of the Improvements (herein referred to as "Substantial Completion"). The issuance of a certificate of occupancy by the City that is conditional on the subsequent completion of weather-sensitive work or punch-list items, if any, shall nevertheless fulfill the requirement of (ii) above.

Section 8. Punch List. Landlord shall notify Tenant of the date which is approximately three (3) business days prior to the estimated date on which Substantial Completion of the Improvements is expected to be achieved (the "Inspection Date"). Landlord and Tenant on the Inspection Date shall make a joint physical inspection of the Work to list minor items which may need to be completed ("Punch List Items"). Landlord shall complete the Punch List Items, within such reasonable period of time in respect to each item as is necessary to complete same, taking into account diligence and good workmanlike practices. In the event of a disagreement between the parties as to the inclusion or the exclusion of an item on the "Punch List," the decision of the project architect (which decision shall be based solely on the determination of whether the item in question was constructed in substantial conformity with the Plans and Specifications) shall control.

Section 9. Construction Warranty. Landlord warrants the Work for a period of one (1) year after the Turnover Date (the "Warranty Period"). If, during the Warranty Period Tenant notifies Landlord in writing of defects in the design, materials or defective work in the construction of the Improvements, Landlord shall promptly cause the defective work to be corrected. For purposes of determining whether any of the Work is defective, the parties agree that any Work which is not completed substantially in accordance with the Plans and Specifications may be deemed to be defective. The warranty which is provided by Landlord hereunder is limited in certain respects, and is conditioned on certain user performance criteria, as follows:

(a) Tenant acknowledges and agrees that the warranty herein provided does not extend to any abuse or material misuse of the Improvements, and any such abuse or material misuse may void any manufacturers' warranties which may be assigned to Tenant hereunder.

(b) This paragraph shall not require Landlord to perform any routine and appropriate regular maintenance of the Improvements required to be performed by Tenant during the Warranty Period.

(c) Landlord's warranty specifically excludes damages to Tenant's furniture, furnishings, equipment, or other personal property which may be located on or in the Improvements or on the Office Building Project, interruption of business activities, and excludes personal injuries, Tenant hereby agreeing that such risks shall be managed by it by the purchase of adequate amounts of appropriate forms of insurance. Landlord's obligations under this warranty shall be limited to correcting those portions of the Improvements which may be defective due to faulty design or workmanship.

Section 10. No Other Agreements. Except as set forth in the Lease, Landlord has no other agreement with Tenant and has no other obligation to do any other work with respect to the Premises. Any other work in the Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease shall be done at Tenant's sole cost and expense, and in strict compliance with said terms and conditions.

Section 11. Right to Inspect Work. Landlord hereby grants Tenant the right from time to time to enter into the Premises for purposes of inspecting the Work.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our understanding, kindly sign as indicated below.

MERIDIAN INVESTMENT PARTNERS LLC

By: _____

ACCEPTED AND AGREED:

DIALYSIS CARE CENTER WESTERN, LLC

By: _____

Its: _____

EXHIBIT D
GUARANTY OF LEASE

WHEREAS, **DIALYSIS CARE CENTER , LLC**, an Illinois limited liability company ("Lessee") is party to a Standard Office Lease dated September ____, 2017, in which **MERIDIAN INVESTMENT PARTNERS PROPERTIES, LLC**, an Illinois limited liability company is the ("Lessor"); and

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

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned hereby unconditionally guaranties the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Standard Office Lease dated September ____, 2017 related to the premises at 10801 S. Western Avenue, Suite 100, Chicago, IL (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. The undersigned further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantors).

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

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

order to hold the undersigned liable hereunder, there shall be no obligation on the part of Lessor at any time to resort for payment to Lessee or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

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

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

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

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

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

All notices and other communications required or permitted to be given to the undersigned or to Lessor shall be done in accordance with the procedure set forth in the Lease to the addresses set forth below the signature lines of this Guaranty. The undersigned acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by the undersigned. The undersigned acknowledge that the undersigned have reviewed the Lease, and that Lessor has

recommended to the undersigned that the undersigned be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

[SIGNATURE PAGE FOLLOWS]

THIS GUARANTY OF LEASE SIGNED AND DELIVERED BY THE UNDERSIGNED AT THIS _____ DAY OF _____.

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

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

_____

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, being a Notary Public in and for said State and County, hereby certify that _____ did appear before me this day in person and subscribed his/her name to this GUARANTY OF LEASE as the Manager/Member of **DIALYSIS CARE CENTER HOLDINGS, LLC**, , as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes herein set forth. Subscribed and sworn to before me this _____ day of September, 2020.

[SEAL]

_____
[Notary Public]

#20-027

HOME DIALYSIS SERVICES HOLDINGS LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

_____

_____

STATE OF ILLINOIS)
) SS. ACKNOWLEDGMENT
COUNTY OF _____)

I, the undersigned, being a Notary Public in and for said State and County, hereby certify that _____ did appear before me this day in person and subscribed his/her name to this GUARANTY OF LEASE as the Manager/Member of **HOME DIALYSIS SERVICES HOLDINGS, LLC**, as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes herein set forth. Subscribed and sworn to before me this _____ day of September, 2017.

[SEAL]

_____
[Notary Public]

Section 1, Identification, General Information, and certification

Operating Entity/Licensee

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: Dialysis Care Center Western, LLC
Address: 15801 S Bell Rd, Homer Glen, IL 60491

☐	Non-profit Corporation	☐	Partnership		
☐	For-profit Corporation	☐	Governmental		
☒	Limited Liability Company	☐	Sole Proprietorship	☐	Other

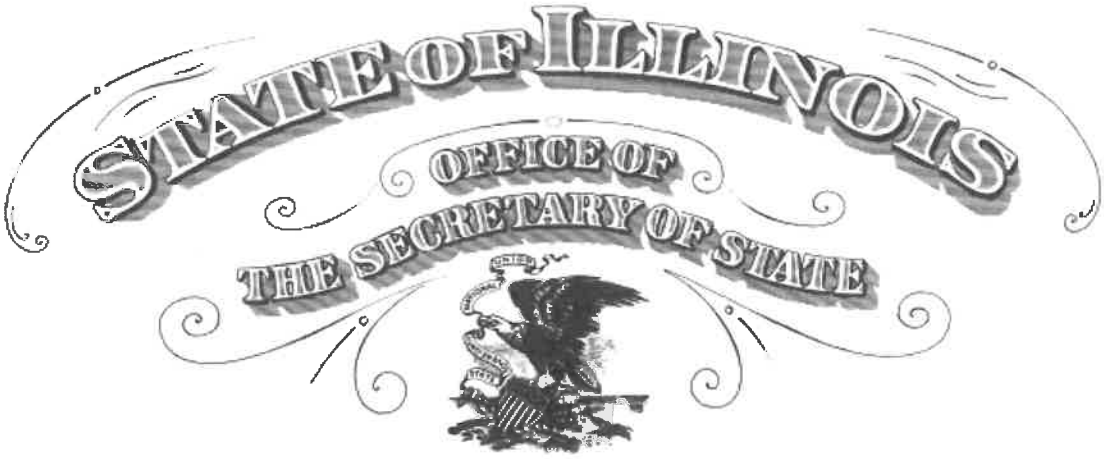
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

Dialysis Care Center Western, LLC ("Operator") will operate the proposed facility. A copy of Certificate of Good Standing is attached on the following page.

Attachment 3

Section 1, Identification, General Information, and certification
Operating Entity/Licensee

File Number 0879266-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DIALYSIS CARE CENTER WESTERN LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 03, 2020, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 5TH *day of* JUNE *A.D.* 2020 .

Authentication #: 2015703508 verifiable until 06/05/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

Attachment 3

Section 1, Identification, General Information, and certification
Organizational Relationships

The following organizational chart shows the organization of Applicant, Co-Applicants, and their related parties. Attachment 4:

Attachment 4

Section 1, Identification, General Information, and certification
Flood Plain requirements

The proposed location for the establishment of Dialysis Care Center Western complies with the requirements of the Illinois Executive Order #2005-5. The site 7733 S Western, Chicago, IL, 60620-5821, is not located in a flood plain, as can be seen on the FEMA flood plain map on the following page.

Attestation

To the best of my knowledge, I attest that the proposed project is not in a flood plain area.

Asim M. Shazzad, Administrator

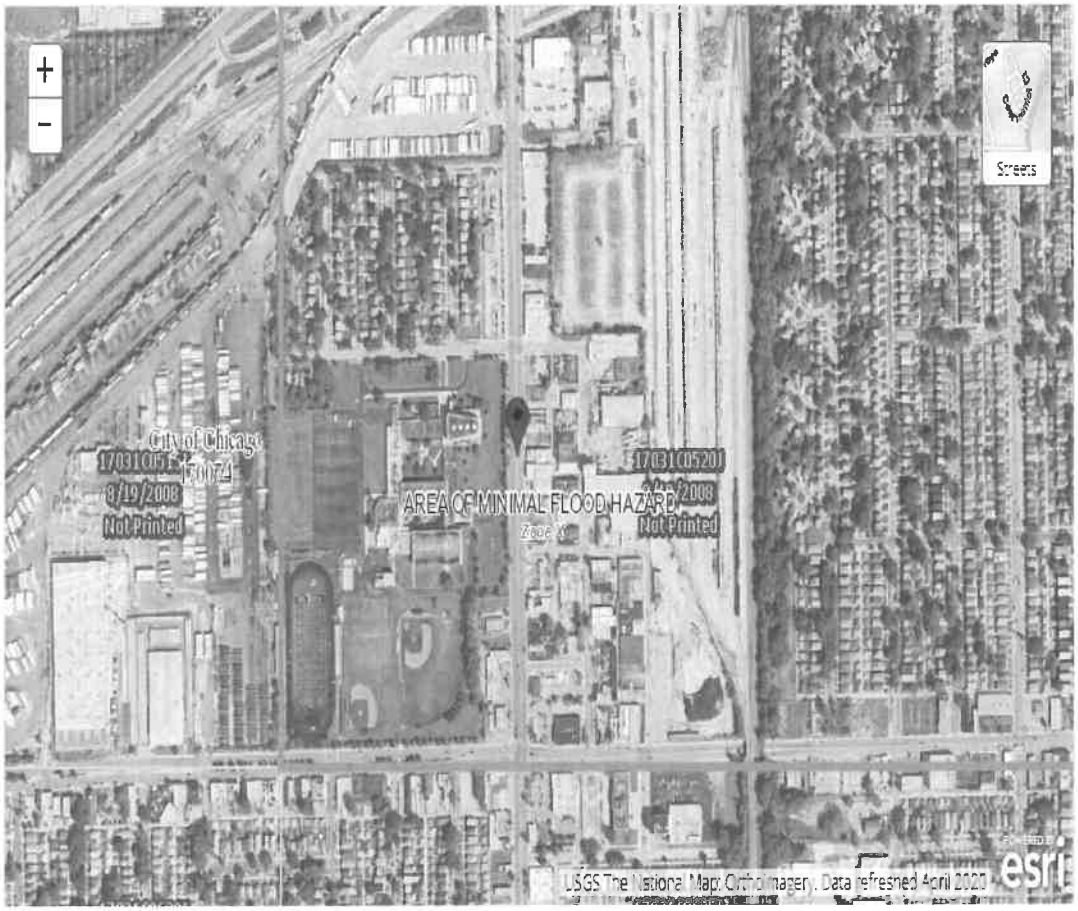
Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment 5

new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist.



PIN
- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
- Selected FloodMap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

OTHER AREAS
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth
- Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER FEATURES
- 30.2 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

Share This Page.

Attachment 5

Section 1, Identification, General Information, and certification
Historic Resources Preservation Act Requirements

The proposed location for the establishment of Dialysis Care Center Western complies with the requirements of the Illinois State Agency Historic Resources Preservation Act. Please find attached a copy of a letter from the Illinois Department of Natural Resources, on the following page. Attachment 6:

Attachment 6

Attachment 6

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Illinois Department of
Natural Resources

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

JB Pritzker, Governor
Colleen Callahan, Director

FAX (217) 524-7525

Cook County
Chicago
CON - Lease to Establish an End Stage Renal Disease Facility
7733 S. Western Ave.
SHPO Log #013060120

June 18, 2020

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

Dear Mr. Shazzad:

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

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

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

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

Sincerely,

Robert F. Appleman
Deputy State Historic
Preservation Officer

Section 1, Identification, General Information, and certification
Project Costs and sources of funds

Table 1120.110

Project Costs	Clinical	Non-Clinical	Total
New Construction Contracts	612,500.00		612,500.00
Contingencies	55,125.00		55,125.00
Architectural/Enginerring Fees	45,000.00		45,000.00
Moveable and Other Equipment			
Communications	11,000.00		11,000.00
Water Treatment	160,000.00		160,000.00
Clinical Furniture	18,000.00		18,000.00
Bio-Medical Equipment	13,500.00		13,500.00
Clinical Equipment	165,500.00		165,500.00
Office Furniture	23,000.00		23,000.00
Office Equipment	29,000.00		29,000.00
Total Moveable and Other Equipment	420,000.00		420,000.00
Fair Market Value of Leased Space	535,651.92		535,651.92
Total Project Cost	1,668,276.92		1,668,276.92

Section 1, Identification, General Information, and certification
Project Status and completion schedules

The Applicants anticipate project completion within approximately 24 months of project approval.

The letter of intent and lease provided on attachment 2 provides the project will start after permit issuance.

Attachment 8

Cost Space Requirements

Provide in the following format, the department/area **GSF** or the building/area **GSF** and cost.. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-center Hemodialysis	$1,668,276	4,900			4,900		
Total Clinical	$1,668,276	4,900			4,900		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	$1,668,276	**4,900**			**4,900**		

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

Attachment- 9

BACKGROUND OF THE APPLICANT

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for the establishment of Dialysis Care Center Western, 12-station in-center hemodialysis facility to be located at 7733 S. Western Avenue, Chicago, IL 60620

Dialysis Care Center Western and Dialysis Care Center Holdings is 100% physician owned and operated. The two physicians below equally own the entities.

1. Morufu Alausa M.D.
2. Sameer M. Shafi M.D.

Both aforementioned physicians have earned recognition with America's Best Physicians for their excellence in providing care for ESRD patients and innovative contributions to the nephrology community overall.

Dialysis Care Center focuses on a comprehensive approach to improving patient health outcomes and providing a medical home for ESRD patients. Included in this care approach is an emphasis on one-on-one attention from our qualified medical staff and a cutting-edge educational program, known as Staff Enhanced Hemodialysis (SEH).

One-on-one attention from our CCHT and BONENT certified technicians and experienced dialysis nurses is achieved through maintaining facilities that have a lower number of stations. Such facilities create an environment for our medical staff to adequately and efficiently monitor patients throughout the entire hemodialysis treatment process. Additionally, such an atmosphere facilitates the creation of quality patient-provider relationships, contributing to construction of a medical home for ERSD patients.

Our continuing educational program, SEH, gives our medical staff, namely, our Clinical Certified Hemodialysis Technicians (CCHTs), more opportunity to connect with patients who visit our facilities for treatment. The program, which covers topics such as fluid management, vascular access management, anemia management, depression, dialysis adequacy and nutrition, is facilitated by our CCHTs, further allowing them to create these meaningful, improved outcome-driving relationships. Of course, this program also empowers patients with critical knowledge to help them better manage of their health, thus reducing hospitalizations and morbidity and mortality.

With ESRD being the fastest growing cause of hospitalizations and the fifth leading cause of hospital readmissions, our care model additionally has carefully built-in patient interventions to reduce hospitalizations overall. Dialysis Care Center has been recognized by surrounding local hospitals in providing an excellent continuum of care to patients.

Attachment-11

Dialysis Care Center provides:

- multiple physician visits within 30 days post-hospitalization,
- 100% medication reconciliation upon hospital discharge,

- renowned and open communication between our nursing/medical staff and hospital discharge planners,
- continuation of antibiotics and other hospital infusive therapies.

The addition of such interventions in Dialysis Care Center's in-center hemodialysis program have been shown to contribute to a strong, consistent, and community-based continuum of care.

Consistency is also implemented internally at Dialysis Care Center, using Clarity, an electronic health record (EHR) created specifically for dialysis clinics. Clarity allows all our medical staff an open line of communication regarding real-time progress to efficiently address patient needs.

Attachment-11

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS
Certification and Authorization

Dialysis Care Center Western, LLC

In accordance with section III, A (2) of the Illinois Health Facilities Planning Board Application for certificate Need; I do herby certify that no adverse actions have been taken against Dialysis Care Center Western, LLC by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities Planning Board; and

In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for certificate Need; I do herby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

SIGNATURE
Morufu O Alausa M.D.

PRINTED NAME
CEO /President

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 23 day of June 2020

Julie M. Tobias
Signature of Notary

Seal

JULIE M TOBIAS
Official Seal
Notary Public – State of Illinois
My Commission Expires Nov 20, 2021

SIGNATURE
Mohammad S Shafi M.D.

PRINTED NAME
Vice president

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Julie Williamson
Signature of Notary

Seal

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment-11

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

Certification and Authorization

Dialysis Care Center Holdings, LLC

In accordance with section III, A (2) of the Illinois Health Facilities Planning Board Application for certificate Need; I do herby certify that no adverse actions have been taken against Dialysis Care Center Western, LLC by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities Planning Board; and

In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for certificate Need; I do herby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

SIGNATURE
Morufu Alausa M.D.

PRINTED NAME
CEO /President

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 23 day of June 2020

Signature of Notary

Seal

JULIE M TOBIAS
Official Seal
Notary Public – State of Illinois
My Commission Expires Nov 20, 2021

SIGNATURE
Mohammad S Shafi MD

PRINTED NAME
Vice president

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

Seal

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment-11

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

Purpose of the project

The purpose of this project is to create more life-sustaining dialysis accessibility to the large, growing population of ESRD patients in the HSA 6 market area – specifically, Cook County residents. This project will address the current State Board-determined need for additional hemodialysis stations needed in planning area, HSA 6.

As of May 1, 2020, the Illinois State Board has determined that **70** additional stations would be needed in HSA 6 to address the growing dialysis needs of that particular community. The proposed facility would provide 12 of those stations needed (including 1 isolation station) to accommodate ESRD patients. Not only would Dialysis Care Center Western simply be fulfilling a number of stations to provide dialysis, but would be providing quality, patient-centered healthcare and education to patients using our facility.

It is our priority that every patient concern is addressed and resolved in a timely fashion. The complete physician ownership of our organization allows that our physicians have total independence to make crucial clinical decisions that maximize positive patient outcomes. Our organization recognizes that patient outcomes and satisfaction are the building blocks of successful healthcare, which is why we require that quality of care is our first priority over profitability concerns.

The addition of Dialysis Care Center Western in this community will provide additional treatment options for patients in the specific market area, as well as for patients in Chicago, Cook County overall, and other surrounding cities. The market area to be served by the applicant is approximately within a 20-mile radius of the proposed facility location.

As of 2010, the total population of Cook County was 5.195 million, while the population of the City of Chicago was 2.696 million. Historically, these areas have seen a tremendous and concerning growth of ESRD patients, as indicated by the 70-80% utilization of most ESRD facilities in the surrounding area. This project will aid in addressing the clear and crucial needs of this community for hemodialysis treatment options.

It is an established criterion for patients who require chronic dialysis treatments to have convenient and adequate access to services, as these conditions result in less health complications for patients and reduce healthcare costs to patients and payers alike. The new in-center clinic, Dialysis Care Center Western, will allow patients increased access to dialysis services within a reasonable travel distances from home, while avoiding significant highway travel.

It is expected that Dialysis Care Center Western, once operational, will meet and possibly exceed clinical outcome expectations set by the Renal Network and the Centers for Medicare and Medicaid Services. Such expectations address Kt/V Dialysis Adequacy, Access Type, the Standardized Transfusion Ratio (STrR) and Hypercalcemia.

Attachment-12

Source Information

Data Access and Dissemination Systems (DADS).

Your Geography Selections. Retrieved June 27, 2020, from https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

ERSD QIP Payment Year 2018 Program Details.

from http://www.cms.gov/Medicare/End-Stage-Renal-Disease/ESRDQualityImproveInit/index.html

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

Purpose of the project

REVISED NEED DETERMINATIONS 05/01/2020

ESRD STATIONS

REVISED NEED DETERMINATIONS
5/1/2020
ESRD STATIONS

ESRD SERVICE AREAS	APPROVED EXISTING STATIONS	CALCULATED STATION NEED 2022	ADDITIONAL STATIONS NEEDED 2022	EXCESS ESRD STATIONS 2022
HSA 1	206	205	0	1
HSA 2	189	183	0	6
HSA 3	182	165	0	17
HSA 4	204	195	0	9
HSA 5	185	177	0	8
HSA 6	1,359	1,429	70	0
HSA 7	1,488	1,360	0	128
HSA 8	492	527	35	0
HSA 9	308	384	76	0
HSA 10	96	65	0	31
HSA 11	255	244	0	11
ILLINOIS TOTAL	**4,964**	**4,934**	**181**	**211**

Purpose
Attachment-12

U.S. Census Bureau

AMERICAN FactFinder

DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Chicago city, Illinois

Subject	Number	Percent
SEX AND AGE		
Total population	2,695,598	100.0
Under 5 years	185,887	6.9
5 to 9 years	166,077	6.2
10 to 14 years	164,466	6.1
15 to 19 years	182,933	6.8
20 to 24 years	223,027	8.3
25 to 29 years	276,139	10.2
30 to 34 years	239,412	8.9
35 to 39 years	200,508	7.4
40 to 44 years	177,831	6.6
45 to 49 years	171,862	6.4
50 to 54 years	166,875	6.2
55 to 59 years	144,611	5.4
60 to 64 years	118,238	4.4
65 to 69 years	85,070	3.2
70 to 74 years	66,025	2.4
75 to 79 years	50,700	1.9
80 to 84 years	39,104	1.5
85 years and over	37,033	1.4
Median age (years)	32.9	(X)
16 years and over	2,144,861	79.6
18 years and over	2,073,968	76.9
21 years and over	1,955,164	72.5
62 years and over	344,616	12.8
65 years and over	277,932	10.3
Male population	1,308,072	48.5
Under 5 years	94,100	3.5
5 to 9 years	84,122	3.1
10 to 14 years	83,274	3.1
15 to 19 years	91,528	3.4
20 to 24 years	108,407	4.0
25 to 29 years	134,931	5.0
30 to 34 years	119,828	4.4
35 to 39 years	100,651	3.7
40 to 44 years	89,957	3.3
45 to 49 years	85,645	3.2
50 to 54 years	80,838	3.0
55 to 59 years	68,441	2.5
60 to 64 years	54,592	2.0

Purpose
Attachment-12

Subject	Number	Percent
65 to 69 years	37,704	1.4
70 to 74 years	27,787	1.0
75 to 79 years	20,448	0.8
80 to 84 years	14,637	0.5
85 years and over	11,182	0.4
Median age (years)	32.3	(X)
16 years and over	1,029,291	38.2
18 years and over	993,231	36.8
21 years and over	934,832	34.7
62 years and over	142,401	5.3
65 years and over	111,758	4.1
Female population	1,387,526	51.5
Under 5 years	91,787	3.4
5 to 9 years	81,955	3.0
10 to 14 years	81,192	3.0
15 to 19 years	91,405	3.4
20 to 24 years	114,620	4.3
25 to 29 years	141,208	5.2
30 to 34 years	119,584	4.4
35 to 39 years	99,857	3.7
40 to 44 years	87,674	3.3
45 to 49 years	86,217	3.2
50 to 54 years	86,037	3.2
55 to 59 years	76,170	2.8
60 to 64 years	63,646	2.4
65 to 69 years	47,366	1.8
70 to 74 years	38,238	1.4
75 to 79 years	30,252	1.1
80 to 84 years	24,467	0.9
85 years and over	25,851	1.0
Median age (years)	33.7	(X)
16 years and over	1,115,570	41.4
18 years and over	1,080,737	40.1
21 years and over	1,020,332	37.9
62 years and over	202,215	7.5
65 years and over	166,174	6.2
RACE		
Total population	2,695,598	100.0
One Race	2,622,450	97.3
White	1,212,835	45.0
Black or African American	887,608	32.9
American Indian and Alaska Native	13,337	0.5
Asian	147,164	5.5
Asian Indian	29,948	1.1
Chinese	43,228	1.6
Filipino	29,664	1.1
Japanese	4,347	0.2
Korean	11,422	0.4
Vietnamese	8,930	0.3
Other Asian [1]	19,625	0.7
Native Hawaiian and Other Pacific Islander	1,013	0.0
Native Hawaiian	242	0.0
Guamanian or Chamorro	361	0.0
Samoan	94	0.0

Attachment-12

Subject	Number	Percent
Other Pacific Islander [2]	316	0.0
Some Other Race	360,493	13.4
Two or More Races	73,148	2.7
White; American Indian and Alaska Native [3]	4,857	0.2
White; Asian [3]	12,760	0.5
White; Black or African American [3]	11,473	0.4
White; Some Other Race [3]	22,966	0.9
Race alone or in combination with one or more other races: [4]		
White	1,270,097	47.1
Black or African American	913,009	33.9
American Indian and Alaska Native	26,933	1.0
Asian	166,770	6.2
Native Hawaiian and Other Pacific Islander	3,770	0.1
Some Other Race	393,862	14.6
HISPANIC OR LATINO		
Total population	2,695,598	100.0
Hispanic or Latino (of any race)	778,862	28.9
Mexican	578,100	21.4
Puerto Rican	102,703	3.8
Cuban	8,331	0.3
Other Hispanic or Latino [5]	89,728	3.3
Not Hispanic or Latino	1,916,736	71.1
HISPANIC OR LATINO AND RACE		
Total population	2,695,598	100.0
Hispanic or Latino	778,862	28.9
White alone	358,118	13.3
Black or African American alone	15,322	0.6
American Indian and Alaska Native alone	9,240	0.3
Asian alone	2,261	0.1
Native Hawaiian and Other Pacific Islander alone	456	0.0
Some Other Race alone	356,266	13.2
Two or More Races	37,199	1.4
Not Hispanic or Latino	1,916,736	71.1
White alone	854,717	31.7
Black or African American alone	872,286	32.4
American Indian and Alaska Native alone	4,097	0.2
Asian alone	144,903	5.4
Native Hawaiian and Other Pacific Islander alone	557	0.0
Some Other Race alone	4,227	0.2
Two or More Races	35,949	1.3
RELATIONSHIP		
Total population	2,695,598	100.0
In households	2,635,352	97.8
Householder	1,045,560	38.8
Spouse [6]	334,303	12.4
Child	760,891	28.2
Own child under 18 years	499,858	18.5
Other relatives	288,792	10.7
Under 18 years	110,029	4.1
65 years and over	29,950	1.1
Nonrelatives	205,806	7.6
Under 18 years	9,167	0.3
65 years and over	6,782	0.3
Unmarried partner	81,479	3.0
In group quarters	60,246	2.2

Purpose
Attachment-12

Subject	Number	Percent
Institutionalized population	27,250	1.0
Male	18,662	0.7
Female	8,588	0.3
Noninstitutionalized population	32,996	1.2
Male	16,818	0.6
Female	16,178	0.6
HOUSEHOLDS BY TYPE		
Total households	1,045,560	100.0
Family households (families) [7]	576,793	55.2
With own children under 18 years	263,055	25.2
Husband-wife family	334,303	32.0
With own children under 18 years	150,612	14.4
Male householder, no wife present	57,524	5.5
With own children under 18 years	21,722	2.1
Female householder, no husband present	184,966	17.7
With own children under 18 years	90,721	8.7
Nonfamily households [7]	468,767	44.8
Householder living alone	365,638	35.0
Male	168,597	16.1
65 years and over	29,183	2.8
Female	197,041	18.8
65 years and over	60,720	5.8
Households with individuals under 18 years	312,818	29.9
Households with individuals 65 years and over	217,794	20.8
Average household size	2.52	(X)
Average family size [7]	3.40	(X)
HOUSING OCCUPANCY		
Total housing units	1,194,337	100.0
Occupied housing units	1,045,560	87.5
Vacant housing units	148,777	12.5
For rent	65,087	5.4
Rented, not occupied	2,995	0.3
For sale only	19,570	1.6
Sold, not occupied	3,631	0.3
For seasonal, recreational, or occasional use	10,483	0.9
All other vacants	47,011	3.9
Homeowner vacancy rate (percent) [8]	4.0	(X)
Rental vacancy rate (percent) [9]	10.1	(X)
HOUSING TENURE		
Occupied housing units	1,045,560	100.0
Owner-occupied housing units	469,562	44.9
Population in owner-occupied housing units	1,264,635	(X)
Average household size of owner-occupied units	2.69	(X)
Renter-occupied housing units	575,998	55.1
Population in renter-occupied housing units	1,370,717	(X)
Average household size of renter-occupied units	2.38	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six

Purpose
Attachment-12

U.S. Census Bureau

AMERICAN FactFinder

DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Cook County, Illinois

Subject	Number	Percent
SEX AND AGE		
Total population	5,194,675	100.0
Under 5 years	342,493	6.6
5 to 9 years	331,837	6.4
10 to 14 years	339,576	6.5
15 to 19 years	360,190	6.9
20 to 24 years	372,503	7.2
25 to 29 years	435,510	8.4
30 to 34 years	396,053	7.6
35 to 39 years	362,415	7.0
40 to 44 years	347,380	6.7
45 to 49 years	357,556	6.9
50 to 54 years	359,507	6.9
55 to 59 years	312,366	6.0
60 to 64 years	256,960	4.9
65 to 69 years	183,907	3.5
70 to 74 years	140,614	2.7
75 to 79 years	112,278	2.2
80 to 84 years	92,153	1.8
85 years and over	91,377	1.8
Median age (years)	35.3	(X)
16 years and over	4,108,936	79.1
18 years and over	3,962,395	76.3
21 years and over	3,750,384	72.2
62 years and over	766,376	14.8
65 years and over	620,329	11.9
Male population	2,514,314	48.4
Under 5 years	174,153	3.4
5 to 9 years	168,600	3.2
10 to 14 years	172,848	3.3
15 to 19 years	183,431	3.5
20 to 24 years	184,841	3.6
25 to 29 years	214,382	4.1
30 to 34 years	197,362	3.8
35 to 39 years	179,623	3.5
40 to 44 years	172,025	3.3
45 to 49 years	174,306	3.4
50 to 54 years	172,628	3.3
55 to 59 years	148,009	2.8
60 to 64 years	119,841	2.3

Purpose
Attachment-12

Subject	Number	Percent
65 to 69 years	82,698	1.6
70 to 74 years	60,220	1.2
75 to 79 years	46,108	0.9
80 to 84 years	35,103	0.7
85 years and over	28,136	0.5
Median age (years)	34.0	(X)
16 years and over	1,962,021	37.8
18 years and over	1,886,969	36.3
21 years and over	1,779,937	34.3
62 years and over	320,111	6.2
65 years and over	252,265	4.9
Female population	2,680,361	51.6
Under 5 years	168,340	3.2
5 to 9 years	163,237	3.1
10 to 14 years	166,728	3.2
15 to 19 years	176,759	3.4
20 to 24 years	187,662	3.6
25 to 29 years	221,128	4.3
30 to 34 years	198,691	3.8
35 to 39 years	182,792	3.5
40 to 44 years	175,355	3.4
45 to 49 years	183,250	3.5
50 to 54 years	186,879	3.6
55 to 59 years	164,357	3.2
60 to 64 years	137,119	2.6
65 to 69 years	101,209	1.9
70 to 74 years	80,394	1.5
75 to 79 years	66,170	1.3
80 to 84 years	57,050	1.1
85 years and over	63,241	1.2
Median age (years)	36.6	(X)
16 years and over	2,146,915	41.3
18 years and over	2,075,426	40.0
21 years and over	1,970,447	37.9
62 years and over	446,265	8.6
65 years and over	368,064	7.1
RACE		
Total population	5,194,675	100.0
One Race	5,062,905	97.5
White	2,877,212	55.4
Black or African American	1,287,767	24.8
American Indian and Alaska Native	21,559	0.4
Asian	322,672	6.2
Asian Indian	93,730	1.8
Chinese	62,392	1.2
Filipino	64,349	1.2
Japanese	11,445	0.2
Korean	37,006	0.7
Vietnamese	13,522	0.3
Other Asian [1]	40,225	0.8
Native Hawaiian and Other Pacific Islander	1,724	0.0
Native Hawaiian	430	0.0
Guamanian or Chamorro	542	0.0
Samoan	202	0.0

Purpose
Attachment-12

Subject	Number	Percent
Other Pacific Islander [2]	550	0.0
Some Other Race	551,971	10.6
Two or More Races	131,770	2.5
White; American Indian and Alaska Native [3]	9,552	0.2
White; Asian [3]	26,680	0.5
White; Black or African American [3]	21,706	0.4
White; Some Other Race [3]	38,219	0.7
Race alone or in combination with one or more other races: [4]		
White	2,982,285	57.4
Black or African American	1,331,016	25.6
American Indian and Alaska Native	45,040	0.9
Asian	362,929	7.0
Native Hawaiian and Other Pacific Islander	6,393	0.1
Some Other Race	608,094	11.7
HISPANIC OR LATINO		
Total population	5,194,675	100.0
Hispanic or Latino (of any race)	1,244,762	24.0
Mexican	961,963	18.5
Puerto Rican	133,882	2.6
Cuban	13,679	0.3
Other Hispanic or Latino [5]	135,238	2.6
Not Hispanic or Latino	3,949,913	76.0
HISPANIC OR LATINO AND RACE		
Total population	5,194,675	100.0
Hispanic or Latino	1,244,762	24.0
White alone	598,654	11.5
Black or African American alone	21,989	0.4
American Indian and Alaska Native alone	14,877	0.3
Asian alone	3,803	0.1
Native Hawaiian and Other Pacific Islander alone	681	0.0
Some Other Race alone	544,220	10.5
Two or More Races	60,338	1.2
Not Hispanic or Latino	3,949,913	76.0
White alone	2,278,358	43.9
Black or African American alone	1,265,778	24.4
American Indian and Alaska Native alone	6,682	0.1
Asian alone	318,869	6.1
Native Hawaiian and Other Pacific Islander alone	1,043	0.0
Some Other Race alone	7,751	0.1
Two or More Races	71,432	1.4
RELATIONSHIP		
Total population	5,194,675	100.0
In households	5,104,393	98.3
Householder	1,966,356	37.9
Spouse [6]	803,942	15.5
Child	1,555,503	29.9
Own child under 18 years	1,039,320	20.0
Other relatives	472,552	9.1
Under 18 years	173,533	3.3
65 years and over	60,016	1.2
Nonrelatives	306,040	5.9
Under 18 years	15,676	0.3
65 years and over	11,736	0.2
Unmarried partner	128,099	2.5
In group quarters	90,282	1.7

Purpose
Attachment-12

Subject	Number	Percent
Institutionalized population	45,749	0.9
Male	25,715	0.5
Female	20,034	0.4
Noninstitutionalized population	44,533	0.9
Male	22,621	0.4
Female	21,912	0.4
HOUSEHOLDS BY TYPE		
Total households	1,966,356	100.0
Family households (families) [7]	1,211,420	61.6
With own children under 18 years	549,892	28.0
Husband-wife family	803,942	40.9
With own children under 18 years	361,549	18.4
Male householder, no wife present	101,003	5.1
With own children under 18 years	39,181	2.0
Female householder, no husband present	306,475	15.6
With own children under 18 years	149,162	7.6
Nonfamily households [7]	754,936	38.4
Householder living alone	609,582	31.0
Male	267,067	13.6
65 years and over	54,377	2.8
Female	342,515	17.4
65 years and over	133,664	6.8
Households with individuals under 18 years	631,369	32.1
Households with individuals 65 years and over	467,627	23.8
Average household size	2.60	(X)
Average family size [7]	3.34	(X)
HOUSING OCCUPANCY		
Total housing units	2,180,359	100.0
Occupied housing units	1,966,356	90.2
Vacant housing units	214,003	9.8
For rent	87,844	4.0
Rented, not occupied	4,180	0.2
For sale only	35,879	1.6
Sold, not occupied	6,135	0.3
For seasonal, recreational, or occasional use	14,225	0.7
All other vacants	65,740	3.0
Homeowner vacancy rate (percent) [8]	3.0	(X)
Rental vacancy rate (percent) [9]	9.6	(X)
HOUSING TENURE		
Occupied housing units	1,966,356	100.0
Owner-occupied housing units	1,143,857	58.2
Population in owner-occupied housing units	3,116,535	(X)
Average household size of owner-occupied units	2.72	(X)
Renter-occupied housing units	822,499	41.8
Population in renter-occupied housing units	1,987,858	(X)
Average household size of renter-occupied units	2.42	(X)

X Not applicable.
[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.
[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six

Purpose
Attachment-12

Alternatives to the project

We have considered three options prior to determining the establishment of a 12-station dialysis facility

1. Increasing or reducing the scope and size of the project
2. Pursuing a joint venture for the establishment of a new facility
3. Using existing facilities

After exploring these options, which are discussed in more detail below, we determined to establish a 12-station dialysis facility. Discussed is a review of each of the options considered and the reasons they were rejected.

Proposing a project of greater or lesser scope and cost.

The only option other than what was proposed in the application, would entail a lesser scope and cost than the project proposed in this application would be to do nothing, which was considered. **This option, however, does not address the entire need for 70 additional stations needed for the HSA 6 area.** To do nothing would **cause** existing area facilities to reach capacity as patient access declines in this HSA defined . There is no cost to this alternative.

The proposed facility that is identified for Dialysis Care Center Western is a shell ready facility, by using this site, the costs associated with this project are significantly lower compared to other ESRD projects brought to the board. This cost-effective method will ensure the need for the additional stations are met with a reduced cost for the facility.

Pursing a joint venture or similar arrangement with one or more providers or entities to meet all or portion of the projects intended purposes; developing alternative settings to meet all or a portion of the projects intended purposes.

Section is not applicable as this facility is 100% owned and operated directly by the physicians working in the area.

Physician owned and managed compared to corporate owned facilities.

There are currently no solely physician owned ESRD facilities in the area. The Medical Director and the physician partners identified that will refer their ESRD patients to Dialysis Care Center Western have no current options where they can refer their patients in which they have the independence they need to make quality clinical decisions and can focus on maximizing patient care.

Utilizing other health care resources that are available to serve all or portion of the population proposed to be served by the project.

Utilizing other health care ESRD facilities was considered but there is no alternative. As mentioned there are no Physician owned ESRD facilities in the area where the physicians have the independence they need to improve the quality indicators set by the Boards criteria on quality. It is expected that the facility will exceed the clinical outcomes that meet all network, Centers for Medicare and Medicaid services clinical goals established.

Alternatives
Attachment-13

Reasons why the chosen alternatives were selected.

The project utilizes space that will be leased, as oppose to building a new facility from ground up, the cost of the proposed project is a fraction of the cost of developing a new facility. We expect to spend less than $612,000.00 in renovation cost on a space of 4,900 sq. ft. Beyond that, the only additional cost would be to provide the equipment needed to provide dialysis services. We believe that this is a very substantial cost effective alternative that will meet the need. The total cost of the proposed project is $1,668,277.00 including the value of the leased space.

This we believe is the most efficient long-term solution to maintaining access to dialysis services in the Western area, and to accommodate the need of the additional stations identified by the board in HSA 6.

We believe that the proposed project meets the HFPB goals of providing health care services in the most cost effective manner.

Empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. It is expected that this facility will exceed the quality expectations set by the Board.

Alternatives
Attachment-13

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE
Size of Project

As seen in the chart below, the state standard is 450-650 gross square feet per dialysis station for a total of 5,400-7,800 gross square feet. The project is being accomplished in leased space with in the state guidelines, at 450 DGSF per station. The total proposed gross square footage of the clinical space of the proposed Dialysis Care Center Western is 4,900 of contiguous rentable square feet or 451GSF per station. Accordingly, the proposed facility meets the State standard per station.

Dept. / Service	Proposed BGSF/DGSF	State Standard	Difference	Met Standard?
ESRD In-center Hemodialysis	4,900 (12 Stations)	450- 650 DGSF	N/A	Yes

Size of Project
Attachment-14

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Project Service Utilization

Our Nephrologists have identified 110 pre-ESRD patients (a total of 77 patients after accounting for a 30% patient loss prior to dialysis commencement) with lab values indicative of active kidney failure who live in HSA 8 in Western and surrounding areas that are expected to require dialysis services in the first two years after the Dialysis Care Center Western facility begins operations.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	N/A PROPOSED FACILITY		80%	
YEAR 1	IN-CENTER HEMODIALYSIS		63%	80%	NO
YEAR 2	IN-CENTER HEMODIALYSIS		81%	80%	YES

Project Service Utilization
Attachment-15

#20-027

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE
Unfinished or Shell Space

This Project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable

Attachment-16

#20-027

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE
Assurances

This Project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable

Attachment-17

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

In-Center Hemodialysis
Criterion 1110.1430(b)(1), Planning area need

Dialysis Care Center Western will be located in HSA 6, Where there is an additional need of 70 stations based on the Monthly updates to the inventory of health care facilities and services as of May 1, 2020.

REVISED NEED DETERMINATIONS 05/01/2020

ESRD STATIONS

REVISED NEED DETERMINATIONS
5/1/2020
ESRD STATIONS

ESRD SERVICE AREAS	APPROVED EXISTING STATIONS	CALCULATED STATION NEED 2022	ADDITIONAL STATIONS NEEDED 2022	EXCESS ESRD STATIONS 2022
HSA 1	206	205	0	1
HSA 2	189	183	0	6
HSA 3	182	165	0	17
HSA 4	204	195	0	9
HSA 5	185	177	0	8
HSA 6	1,359	1,429	70	0
HSA 7	1,488	1,360	0	128
HSA 8	492	527	35	0
HSA 9	308	384	76	0
HSA 10	96	65	0	31
HSA 11	255	244	0	11
ILLINOIS TOTAL	**4,964**	**4,934**	**181**	**211**

Planning Area Need
Attachment-24

#20-027

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

In-Center Hemodialysis
Service to Planning area residents

The primary purpose of this project is to ensure that the ESRD patient population of the greater Chicago area, market area, and planning area of HSA 6 has access to life sustaining dialysis.

We anticipate that well over 80% of Dialysis Care Center Western will be residents of the planning area HSA 6.

Planning Area Need
Attachment-24

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

In-Center Hemodialysis
Service Demand- Establishment of Category of services

The most recent available IDPH Revised needs determinations of ESRD Stations, dated May, 1, , 2020, shows that HSA 6 currently has an unmet need for 70 ESRD stations. Dialysis Care Center Western will help alleviate this need by making the additional stations available to the ESRD Patients.

As evidenced in our Medical Directors referral letter and other Nephrologists practicing in the Chicago area, our physicians anticipate approximately 77 patients conservatively, based upon attrition due to patient death, transplant, of return of function, will be referred to the proposed facility in the next 12 to 24 months.

All these patients reside within 30 minutes or 20 miles of the proposed facility.

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Planning area need – Service Accessibility

As set forth throughout this application, the proposed ESRD facility is needed to maintain access to life-sustaining dialysis for patients in the greater Chicago area. Dialysis Care Center Western is necessary to provide essential care to ESRD patients in the Chicagoland community and address the need of shortage of HSA 6. This facility will better accommodate the current and future demand for dialysis services and ensure dialysis services are accessible to the greater Chicagoland Community and HSA 6 area.

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(C) (1), Unnecessary Duplication

1.a.
The proposed dialysis facility will be located at 7733 S Western Ave, Chicago, IL, 60620.
.A map of the proposed facilities market area is attached at Attachment 24A.

A list of all zip codes located, in total or in part, within 30 -45 minutes' normal travel time of the site of the proposed dialysis facility as well as 2010 census figures for each zip code is provided in table 1110.1430(c)(1)(A) Attached.

Attachment-24

Zip Code	Population
46312	29698
46327	12153
46394	12258
60053	23260
60076	33415
60077	26825
60141	224
60304	17231
60402	63448
60406	25460
60409	37186
60419	22788
60426	29594
60428	12203
60429	15630
60438	28884
60445	26057
60452	27969
60453	56855
60455	16446
60456	4349
60457	14049
60458	14428
60459	28929
60463	14671
60464	9620
60465	17495
60469	5930
60473	22439
60476	2391
60477	38161
60478	16833
60480	5246
60482	11063
60501	11626
60521	17597
60525	31168
60526	13576
60527	27486
60534	10649
60601	11110

Attachment-24

Zip Code	Population
60602	1204
60603	493
60604	570
60605	24668
60606	2308
60607	23897
60608	82739
60609	64906
60610	37726
60611	28718
60612	33472
60613	48281
60614	66617
60615	40603
60616	48433
60617	84155
60618	92084
60619	63825
60620	72216
60622	52548
60623	92108
60624	38105
60628	72202
60629	113916
60630	54093
60631	28641
60632	91326
60633	12927
60634	74298
60636	40916
60637	49503
60638	55026
60639	90407
60640	65790
60641	71663
60642	18480
60643	49952
60644	48648
60645	45274
60646	27177
60647	87291
60649	46650

Attachment-24

Zip Code	Population
60651	64267
60652	40959
60653	29908
60654	14875
60655	28550
60656	27613
60657	65996
60659	38104
60660	42752
60661	7792
60706	23134
60712	12590
60714	29931
60803	22285
60827	27946

Source: U.S Census Bureau, Census 2010, Zip Code Fact Sheet
http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(C) (1), Unnecessary Duplication

B. A list of existing dialysis facilities operational for 2 years located 30 minutes' normal travel time of the proposed dialysis facility is provided in the following attachment. Attachment 24 Also driving time from MapQuest is attached on Appendix 1

Attachment-24

#20-027

Attachment-24 B

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(C) (2), Misdistribution

The establishment of Dialysis Care Center Western will not result in an unnecessary duplication of services or a service misdistribution. A misdistribution exists when an identified area has an excess supply of facilities, stations, and services characterized by such factors as, but not limited to: (1) ratio of stations to population exceeds one and one-half times the state average; (2) historical utilization for existing facilities and services is below the State Boards utilization standard; or (3) insufficient population to provide the volume of caseload necessary to utilize the services proposed by the project at or above utilization standards. As discussed more fully below, the ratio of stations to population in the geographic area is above of the state average, and the average utilization of existing facilities within the geographic service area is more than 70%. Importantly, average utilization of facilities within 30 minutes of the proposed site is about 80%. Sufficient population exists to achieve target utilization.
Dialysis care Center Western will also be in HSA 6 GSA where there is a documented need for additional chairs.

Accordingly, the proposed dialysis facility will not result in a Misdistribution of services.

Attachment-24

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(C) (3), Impact of project on other Area Providers

The proposed dialysis facility will not have an adverse impact on existing facilities in the proposed geographic service area. All of the identified patients will be referrals from identified physicians and are on pre-ESRD list. No patients will be transferred from other existing dialysis facilities.

The proposed dialysis facility will not lower utilization of other area providers that are operating below the occupancy standard.

Also, as mentioned throughout this application the facility will be in HSA 6 where there is an additional need of **70** stations based on the Monthly updates to the inventory of health care facilities and services as of May 1, 2020.

REVISED NEED DETERMINATIONS
5/1/2020
ESRD STATIONS

ESRD SERVICE AREAS	APPROVED EXISTING STATIONS	CALCULATED STATION NEED 2022	ADDITIONAL STATIONS NEEDED 2022	EXCESS ESRD STATIONS 2022
HSA 1	206	205	0	1
HSA 2	189	183	0	6
HSA 3	182	165	0	17
HSA 4	204	195	0	9
HSA 5	185	177	0	8
HSA 6	1,359	1,429	70	0
HSA 7	1,488	1,360	0	128
HSA 8	492	527	35	0
HSA 9	308	384	76	0
HSA 10	96	65	0	31
HSA 11	255	244	0	11
ILLINOIS TOTAL	**4,964**	**4,934**	**181**	**211**

Attachment-24

In-Center Hemodialysis
Criterion 1110.1430(e) Staffing

Dialysis Care Center Western will be staffed in accordance with all state and Medicare staffing guidelines and requirements.

A. Medical Director:

Dr. Sushant R Taksande M.D. will serve as the Medical Director for Dialysis Care Center Western. Attached is his curriculum vitae

B. All Other personal

Upon opening, the facility will hire a Clinic Manager who is a Registered Nurse (RN) , this nurse will have at least a minimum of twelve months experience in a Hemo-Dialysis center additionally we will hire one Patient Care Technician (PCT). After we have more than one patient, we will hire another RN and another PCT. All personnel will undergo an orientation process, led by the Medical Director and experienced members of the nursing staff prior to participating in any patient care activities

Upon opening we will also employ:

- Part-Time Registered Dietician
- Part-Time Registered Master Level Social Worker (MSW)
- Part-Time Equipment Technician
- Part-Time Secretary

These positions will go full time as the clinic census increases. As well, the patient Care staff will increase to the following:

- One Clinic Manager –Registered Nurse
- Four Registered Nurses
- Ten Patient Care Technicians

Staffing
Attachment-24

All patient care staff and licensed / registered professionals will meet the State of Illinois requirements. Any additional staff hired must also meet these requirements along with completing an orientation training program.

Annually all clinical staff must complete OSHA training, Compliance training, CPR certification, Skills competency, CVC competency, Water quality training and pass the competency exam.

Dialysis Care Center Western will maintain at least a 4 to 1 patient-staff ratio at all times on the treatment floor. A RN will be at the facility at all times when the facility is operational.

Staffing
Attachment-24

#20-027

SUSHANT R. TAKSANDE, M.D.
10508 S. Roberts Road Palos Hills, IL 60465
Staksande@kidneycares.com
708-608-8122

EDUCATION AND TRAINING:

6/00-2/06	Topiwala National Medical College – Mumbai, India MBBS
7/06- 6/09	Wright State University – Dayton, OH Masters in Biological Sciences
7/09-6/12	Wayne State University School of Medicine – Detroit, MI Detroit Medical Center Residency – Internal Medicine
7/12-6/14	University of Chicago – Chicago, IL Fellowship – Nephrology

WORK HISTORY:

7/14-Present	Kidney Care Center South LLC – Palos Hills, IL Nephrologist

CERTIFICATIONS:

2012	American Board of Internal Medicine Internal Medicine
2014	American Board of Internal Medicine Nephrology

GAPS:

3/06-6/06	Relocating to the United States

HOSPITAL PRIVILEGES:

Advocate Christ Hospital – Oak Lawn, IL
Palos Community Hospital – Palos Heights, IL
Little Company of Mary – Evergreen Park. IL
Franciscan St. James Hospital - Chicago, IL

Attachment-24 C

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f) Support Services

Attached please the attached letter consistent with Section 1110.1430f, attesting that Dialysis Care Center Western will participate in a dialysis data system, will make health support services available to patients, and will provide training for self-care dialysis, self-care instructions, home and home-assisted dialysis, and home training.

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f) Support Services

Chair
Illinois Health Facilities and services review Board
525 west Jefferson Street, 2nd floor
Springfield, Illinois, 62761

Dear Chair:

I hereby certify under of perjury as provided in § 1-109 of the Illinois code of civil procedure, 735 ILCS 5/109 and pursuant to 77 III. Admin. Code § 1110-1430 (f) that Dialysis Care Center Western will maintain an open medical staff.

I also certify the following with regards to need support services:

- Dialysis Care Center Western will utilize a dialysis electronic patient data tracking system
- Dialysis Care Center Western will have available all needed support services required by CMS which may consist of nutritional counseling, clinical laboratory services, blood bank, rehabilitation, psychiatric services, and social services; and
- Patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal Dialysis

Sincerely,

Asim M Shazzad
Chief Operating Officer

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

Seal

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment-24

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(g) Minimum Number of stations

Dialysis Care Center Western will provide fourteen ESRD stations, as identified in section 1110-1430g as the minimum number of eight dialysis stations to be provided at an ESRD Facility to be located in a Metropolitan statistical area ("MSA"). Accordingly, this criterion is met.

Attachment-24

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430 (h) Continuity of Care

A Copy of an agreement sent for execution, written affiliation agreement with a hospital for the provision of In-patient care and other hospital services follows this page. Will send a copy of the fully executed agreement once signed by both parties to the HFSRB.

Attachment-24

#20-027

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430 (i) Relocation of facilities

Dialysis Care Center Western is proposing the establishment of a 12-station dialysis facility. Thus, the criterion is not applicable.

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(j) Assurances

Attached please the attached letter consistent with Section 1110.1430 j, attesting that Dialysis Care Center Western will achieve target utilization by the second year of operation and will also expect to meet if not exceed the hemodialysis outcome measures.

Attachment-24

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(j) Assurances

Kathryn Olson
Chair
Illinois Health Facilities and services review Board
525 west Jefferson Street, 2nd floor
Springfield, Illinois, 62761

Dear Chairwoman Olson:

Pursuant to 77 III. Admin. Code § 1110.1430 (j), I hereby certify the following:

- By the second year after project completion, Dialysis Care Center Western expects to achieve and maintain 80% target utilization
- Dialysis Care Center Western also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:

  ≥85% of hemodialysis patient population achieves urea reduction ratio (URR) ≥ 65% and

  ≥85% of hemodialysis patient population achieves Kt/V Daurgirdas II .1.2

Sincerely,

Asim M Shazzad
Chief Operating Officer

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

Seal

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment-24

SUSHANT R. TAKSANDE, M.D.
10508 S. Roberts Road Palos Hills, IL 60465
Staksande@kidneycares.com
708-608-8122

EDUCATION AND TRAINING:

6/00-2/06	Topiwala National Medical College – Mumbai, India MBBS
7/06- 6/09	Wright State University – Dayton, OH Masters in Biological Sciences
7/09-6/12	Wayne State University School of Medicine – Detroit, MI Detroit Medical Center Residency – Internal Medicine
7/12-6/14	University of Chicago – Chicago, IL Fellowship – Nephrology

WORK HISTORY:

7/14-Present	Kidney Care Center South LLC – Palos Hills, IL Nephrologist

CERTIFICATIONS:

2012	American Board of Internal Medicine Internal Medicine
2014	American Board of Internal Medicine Nephrology

GAPS:

3/06-6/06	Relocating to the United States

HOSPITAL PRIVILEGES:

Advocate Christ Hospital – Oak Lawn, IL
Palos Community Hospital – Palos Heights, IL
Little Company of Mary – Evergreen Park. IL
Franciscan St. James Hospital - Chicago, IL

Attachment-24 C

Section VIII. Financial and economic Feasibility
Criterion 1110.120 Availability of funds

Dialysis Care Center Western will be funded entirely with cash and cash equivalents, and a lease with MERIDIAN INVESTMENT PARTNERS Properties, LLC.

An attestation letter is attached with a copy of the LOI and a draft lease property as Attachment 34

Attachment 34

Section VIII. Financial and economic Feasibility
Criterion 1110.120 Availability of funds

Kathryn Olson
Chair
Illinois Health Facilities and services review Board
525 west Jefferson Street, 2nd floor
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify the following:

- Dialysis Care Center Western will be funded through cash and cash equivalents, and a lease, and no debt financing to be used
- Dialysis Care Center maintains sufficient cash and short term securities to fund this project; and
- The expenses to be incurred through the lease of space and selected equipment are less than those associated with the construction of a new facility or the purchase of equipment.

Sincerely,

Asim M Shazzad
Chief Operating Officer

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

Seal

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment 34

Meridian Investment Partners, LLC

812 Campus Dr
Joliet, IL, 60435

June, 8, 2020

VIA EMAIL
Asim M. Shazzad
Chief Operating Officer – Chief Financial Officer
Kidney Care Center – Home Dialysis Service

Re: Nonbinding Letter of Intent -7733 S Western Ave, Chicago, IL, 60620-5821

Dear Asim:

We are pleased to present the following nonbinding letter of intent ("LOI") for purposes of outlining the current state of discussions concerning a possible lease for space at the above property.

Landlord:	Meridian Investment Partners, L.L.C.
Tenant:	Dialysis Care Center Western LLC
Guarantor:	Dialysis Care Center Holdings LLC [*please provide past two years financials for Landlord's review of Guarantor*]
Premises:	7733 S Western Ave, Chicago, IL, 60620-5821
Square Feet of Premises:	Approximately 4,900 SF. Measured from outside face of exterior demising walls to centerline of interior demising walls
Use of Premises:	The Premises shall be used for the operation of a kidney dialysis center and for no other purpose whatsoever, provided, however, that notwithstanding any provision in the lease to the contrary, in no event shall the Premises be used in violation of any exclusive, restricted, and/or prohibited uses applicable to the Property.
Lease Type/NNN:	No common area costs, real estate taxes, or insurance shall be due from Tenant to Landlord except Tenant shall pay its Proportionate Share of the amount by which real estate taxes that are payable during each calendar year wholly or partially within the Term exceed real estate taxes that are payable during the Base Year (to be defined in the lease).
Lease Term:	Ten (10) Lease Years commencing on Rent Commencement Date.
Lease Commencement:	Upon full execution of the lease.

Rent Commencement Date:	Tenant's obligation to pay Base Rent commences thirty (30) days following Landlord's delivery of the Premises with Landlord's Work substantially complete.
Base Rent (Annual):	$16.50 per square foot of Premises for the first year, with 2% increases each Lease Year thereafter.
Security Deposit:	None subject to review of Tenant's financials.
Utilities/Janitorial:	Tenant's utilities shall be separately metered or submetered. Tenant shall be responsible for utilities, scavenger services, and janitorial, including the following, without limitation: for service and payment of all utilities including but not limited to electric, gas, water, voice, data, or telecommunication services, janitorial for Tenant's Premises and scavenger for bio-hazardous materials.
Landlord's Work:	Landlord shall perform the work in the Premises shown on the attached work scope ("Landlord's Work"). Landlord to hire architect ("Landlord's Architect") with all of the costs of such architect to be reimbursed by Tenant immediately upon full execution of contract between Landlord and Landlord's Architect. Landlord's Architect shall be responsible for the space plan and drawings. Landlord's Work shall exclude the following, which shall be done at Tenant's sole cost and expense: furniture, fixtures, I.T., and RO system and all other specialty water systems (to be further described in the lease).
Delivery Condition:	Landlord shall deliver the Premises with Landlord's Work substantially complete.
Tenant Improvements:	All work necessary for the purpose of constructing Tenant's leasehold improvements other than Landlord's Work shall be at Tenant's sole cost and expense ("Tenant's Work"). Tenant shall contract with Meridian Investment Partners, L.L.C. ("Contractor") to perform all Tenant's Work, and Tenant shall pay twenty five percent (25%) of the initial estimated costs of Tenant's Work to Contractor prior to the commencement of any Tenant's Work. The remaining amount still owed by Tenant for the costs of Tenant's Work shall be paid by Tenant to Landlord with such amount, as adjusted to match actual costs, amortized over the Lease Term (a ten (10) year amortization period) with interest at eight percent (8%) per year. Prior to the performance of Tenant's Work, Tenant shall provide Landlord with a list of improvements and sketch of floor plans for Tenant's Work to be approved by Landlord. All improvements shall be subject to Landlord's approval and municipal requirements.
Tenant Improvement Allowance:	None.
Contingency:	The lease shall not be binding on either party prior to approval of the certificate of need (CON) permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Upon receipt of the CON permit approval,

Tenant shall immediately notify Landlord and Landlord shall thereafter commence Landlord's Work.

Access: Provided Tenant is not in default and is open and operating as a kidney dialysis center, Tenant and its employees, patients, and customers shall be granted free access to the Property during Tenant's normal operating business hours.

Broker: None.

Confidentiality: Landlord and Tenant agree that the financial terms of this proposed transaction, and the terms of a finalized lease agreement, if any, shall be kept confidential, except as may be required to be disclosed to the party's brokers, attorneys, accountants, advisors, etc., and as may be required by law or a court or governmental entities.

This LOI is intended to serve as a summary of the current state of discussions concerning a possible lease, and this LOI is not a lease or any offer, and does not contain all essential or necessary terms. It is expressly understood and agreed that neither party is under a binding obligation to the other until a formal lease, designated as such, has been prepared, negotiated and executed. Either party may modify, withdraw or terminate this LOI and all negotiations at any time and for any reason, and without liability to the other.

Sincerely,

Meridian Investment Partners, LLC

By: _____
Its: _____

Agreed and Accepted:

Dialysis Care Center Western LLC

By: _____
Its: _____

Landlord's Work

Except for the following, which Landlord shall perform in the Premises as Landlord's Work, the Premises shall be delivered to Tenant in AS-IS condition with all faults:

15) **Walls:** 5/8" gypsum wallboard, finished to a level 4, on metal stud framing with acoustical batt insulation.
16) **Wall Finishes:** Moisture resistant product to 4'-0" in bathrooms and paint all other rooms. Paint to be selected from Landlord's standard palette.
17) **Floor:** Landlord to provide existing concrete slab in AS-IS condition.
18) **Floor Finishes:** Landlord to install carpet in offices and conference rooms. Carpeting to be selected from Landlord's standard palette. All other rooms to have a moisture resistant product, such product to be selected by Landlord.
19) **Ceiling:** 2'x4' grid (15/16") with "second look" ceiling tile or similar for the appearance of a 2'x2' tile. Landlord to construct acoustical ceiling "cloud" accent feature in the waiting room.
20) **Lighting:** 2'x4' light fixtures throughout. Waiting room "cloud" feature to have can lighting. Reception desk to have pendant lighting. Lighting products and fixtures to be selected by Landlord.
21) **Cabinets:** Stock laminate cabinets or similar to be selected and installed by Landlord. All upper wall cabinets to have locks.
22) **Countertops:** Granite, Quartz, or solid surface as selected by Landlord to be installed in reception area. Laminate counters as selected by Landlord to be installed in any/all other areas requiring counter tops.
23) **Counter Sinks:** Stainless steel as selected by Landlord.
24) **Doors:** Currently existing exterior windows, vestibule, and doors to be provided in AS-IS condition. Landlord to paint wood panel doors with paint selected from Landlord's standard palette. Double back door to be provide din the back of the Premises.
25) **Base and Trim:** Carpet/VCT areas to receive vinyl base or similar, as selected by Landlord. Moisture resistant product areas to receive painted wood trim/casing or similar, as selected by Landlord.
26) **HVAC:** RTUs to be provided. One (1) ton per 350 square feet. Ductwork/plenum return air system to be performed by Landlord in accordance with the approved layout as shown by the plans of Landlord's Architect.
27) **Electrical:** Existing electrical service to be provided in AS-IS condition. Circuiting revised in accordance with the approved layout. Electrical distribution and specifications "standard grade" as approved by Landlord.
28) **Water Service:** Existing water service to be provided in AS-IS condition. Plumbing and water piping installed per plans of Landlord's Architect.

Notwithstanding any provision in this Landlord's Work exhibit to the contrary:

5. **Specialty Systems:** R.O., BiCarb, concentrate, booster pumps, water recirculating, Brine, and/or any specialty systems or equipment to be furnished and installed by Tenant, at Tenant's sole cost and expense.
6. **Signage:** Any and all signage shall be furnished and installed by Tenant, at Tenant's sole cost and expense.
7. **Window Treatments:** Window treatments to be furnished and installed by Tenant, at Tenant's sole cost and expense.
8. **Furniture, Fixtures, and Equipment:** Furniture, fixtures, and equipment to be furnished and installed by Tenant, at Tenant's sole cost and expense.

#20-027

STANDARD OFFICE LEASE

MERIDIAN INVESTMENT PARTNERS , LLC,
an Illinois limited liability company,

(as "LANDLORD")

AND

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

(as "TENANT")

PROPERTY:

7733 S WESTERN AVE, CHICAGO, IL, 60620-5821

Attachment 2

OFFICE LEASE AGREEMENT

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

ARTICLE 1
BASIC LEASE PROVISIONS

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

Tenant	Dialysis Care Center Western, LLC, an Illinois limited liability company
Tenant's Notice Address	Dialysis Care Center Western, LLC c/o Tunji Morufu Alausa 15801 South Bell Road Homer Glen, Illinois 60491 with a copy to: Azam Chandran & Gilani, LLP Attention: Salman Azam, Esq. 333 North Michigan Avenue, Suite 1815 Chicago, IL 60601 Azam@ACGLawFirm.com
Tenant's Billing Address	Dialysis Care Center Western, LLC

Attachment 2

Guarantors	Dialysis Care Center Holdings LLC and Home Dialysis Services Holdings LLC, jointly
Initial Term	Ten (10) years, beginning on the Commencement Date
Option Term(s)	Two (2) five (5) year option periods
Turnover Date	Upon completion of Landlord's Work described in Article 6.5 and Exhibit C, currently anticipated to be
Expiration Date	Ten (10) years after the Turnover Date
Base Rent	Base Rent shall be payable in accordance with the following Base Rent Schedule, subject to the provisions of Article 4 hereof:
Security Deposit	N/A
Base Rent Commencement Date	The earlier of: (i) Tenant opening for business or (ii) Ninety (90) days following the Turnover Date, estimated to be provided occupancy is given by the City of Chicago. If occupancy is not tendered 90 days from Turnover Date, base rent commencement date shall be extended till such occupancy is given.
Permitted Uses	General office use associated with an outpatient medical dialysis clinic.
Brokers	First in Realty Executive, Inc.
Parking Provisions	Tenant, its employees and customers shall have access to the parking areas of the building on a first come-first served basis at no additional cost. And see Sec. 2.2

ARTICLE 2
PREMISES, PARKING AND COMMON AREAS

2.1 Premises. Subject to the terms, covenants and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises specified in Article 1 (the Basic Lease Provisions). The Premises are a portion of the Building identified in the Article 1. As used herein, the term "**Building**" shall include adjacent parking surfaces used in connection therewith. The Premises, the Building, the Common Areas, the land upon which the same are located, along with all other buildings and improvements thereon or thereunder, are herein collectively referred to as the "**Office Building Project**." As used herein, the term "**Common Areas**" shall include all areas and facilities outside the Premises and within the exterior boundary line of the Office Building Project that are provided and designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and of other tenants of the Office Building Project and their respective employees, suppliers, shippers, customers and invitees, including, but not limited to, common entrances, lobbies, corridors, stairways and stairwells, public restrooms, elevators, escalators, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, signage, tenant directories, landscaped areas and decorative walls. Landlord reserves unto itself and its designees the use of the roof, exterior walls and area beneath the floor and above the ceiling of the Premises, together with the right, from time to time, to install, maintain, use, repair and replace utility lines, tunneling, pipes, ducts, conduits, and wire and the like leading under, over or through the Premises.

2.2 Vehicle Parking. Subject to the rules and regulations attached hereto as **Exhibit A** (the "**Rules and Regulations**"), and as established by Landlord or its duly authorized parking operator from time to time, if any, and except as otherwise specified in Article 1above, Tenant, its employees and customers shall have access to the parking areas of the building on a first come-first served basis at no additional cost to Tenant. Landlord reserves the right, in its discretion: (i) to reconfigure the parking area and ingress to and egress from the parking area, (ii) to modify the directional flow of traffic in the parking area, (iii) to allocate and assign parking spaces among Tenant and the other tenants of the Building or to restrict the use of certain parking spaces for certain tenants, and (iv) to supplement and amend parking rules and regulations, and control or monitoring devices for the parking facilities, including a paid parking program. Except as otherwise provided in this Lease, Landlord specifically reserves the right to charge a reasonable fee for use of the parking facilities.

Landlord shall provide two (2) handicap parking stalls closest to the main door to the Premises on the south side of the Building. Landlord shall also provide an additional five (5) parking stalls closest to the main door to the Premises on the south side of the Building identified as "patient parking only" which shall be available to all patients visiting the Office Building Project. Tenant acknowledges that Landlord shall have no on-going duty to police and third party violations of such exclusive parking spaces.

2.3 Common Areas - Rules and Regulations. Tenant agrees to abide by and conform to and to cause its employees, suppliers, shippers, customers, and invitees to abide by and conform to the Rules and Regulations, with respect to the Office Building Project. Landlord or such other person(s) as Landlord may appoint (the "**Property Manager**") shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for the noncompliance with the Rules and Regulations by other Tenants, their agents, employees and invitees of the Office Building Project, provided Landlord takes reasonable steps to enforce the Rules and Regulations. In the event of a conflict, this Lease prevails over the Rules and Regulations.

2.4 Common Areas - Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Building interior and exterior and the Common Areas, including, without limitation, changes in the location, size, shape, number, and appearance thereof, including, but not

limited to, the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, signage, tenant directories, direction of traffic, decorative walls, landscaped areas and walkways; provided, however, Landlord shall at all times provide the parking facilities required by applicable law;

(b) To close temporarily with notice any of the Common Areas for maintenance and repair purposes so long as reasonable access to the Premises remains available;

(c) To add additional buildings and improvements to the Common Areas;

(d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Office Building Project, or any portion thereof;

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Office Building Project as Landlord may, in the exercise of sound business judgment deem to be appropriate.

ARTICLE 3
TERM

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

3.2 Possession. Landlord agrees to use commercially reasonable efforts to deliver possession of the Premises by the Turnover Date. If for any reason Landlord cannot tender possession of the Premises to Tenant on the scheduled Turnover Date then the validity of this Lease and the obligations of Tenant under this Lease shall not be affected and Landlord shall not be subject to any liability therefore. Possession of the Premises shall be deemed tendered to Tenant when: (a) the improvements, if any, to be provided by Landlord under **Exhibit C** to this Lease are substantially completed, (b) the Building utilities are ready for use in the Premises, and (c) Tenant has reasonable access to the Premises.

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

3.3 Notice of Commencement Date. Promptly following the Turnover Date, Landlord may, at its election, deliver to Tenant a notice identifying the Turnover Date and the Expiration Date, a copy of which notice shall be executed by Tenant and returned to Landlord.

3.4 Option to Renew. Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from the Tenant not less than six (6) months and not more than nine (9) months prior to the expiration of the Initial Term (or Option Term, as applicable) of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Premises in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease upon the expiration of the Initial Term for two (2) consecutive option terms of sixty (60) months each (each, an "**Option Term**" and collectively, the "**Option Terms**"). If Landlord does not timely receive notice for extending the Term, then this Section shall be null and void and of no further force or effect. Hereinafter, "Term" shall mean the Initial Term and any extension thereof, including the Option Terms, if exercised.

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

ARTICLE 4
RENT

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

4.2 Additional Rent. Landlord and Tenant agree that this Lease is intended as a triple-net lease, and that Tenant shall pay to Landlord all charges and other amounts required under this Lease as additional rent ("**Additional Rent**"). Tenant's obligations to pay Additional Rent shall commence on the Turnover Date as set forth in Article 1. Base Rent and Additional Rent shall be collectively referred to herein as "**Rent.**" Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses and Real Property Taxes (as defined in Article 10), in accordance with the following provisions:

(a) "**Tenant's Share**" is the percentage set forth in Article 1.

(b) "**Operating Expenses**" is defined, for purposes of this Lease, to include all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for:

(1) The operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Office Building Project, including, but not limited to, the following:

(i) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes, blinds and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, all tenants or occupants of the Office Building Project, including elevators and escalators, signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair (the "**Building Systems**").

(iii) General maintenance, trash disposal, janitorial and security services;

(iv) All costs and expenses in connection with providing utilities under Article 11;

(v) Any other service to be provided by Landlord that is elsewhere in this Lease stated to be an "**Operating Expense;**"

(2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord under Article 8 hereof;

(3) The amount of the real property taxes to be paid by Landlord under Section 10.1 hereof including any fees paid by Landlord to contest or appeal the tax assessment for purposes of lowering such assessment;

(4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Office Building Project;

(5) Reasonable management fees, administrative fees, and asset manager fees; and

(6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

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

(d) Landlord agrees that beginning in the earlier of full occupancy or 2019 and continuing through the Initial Term, Tenant's Share of controllable Operating Expenses shall not increase by more than 5% over Tenant's Share of controllable Operating Expenses for the prior calendar year, on a noncumulative, non-compounding basis. For purposes of this Section, "controllable Operating Expenses" shall mean those portions of Operating Expenses over which Landlord has discretion and the ability to manage. Controllable Operating Expenses shall not include such items as Landlord does not control, such as the cost of insurance, Real Property Taxes, utilities and similar expenses.

(e) Tenant's Share of any Operating Expenses shall be payable by Tenant monthly during each year of the Term, on the same day as the Base Rent is due hereunder. In the event that Tenant pays Landlord's estimate of Tenant's Share of the Operating Expenses, Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a detailed statement ("**Operating Expense Statement**") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated) the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

ARTICLE 5
[RESERVED]

ARTICLE 6
PREMISES USE

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

Landlord agrees that after the Effective Date, it shall not lease or rent any space in the Building or permit the use or occupancy of any space in the Building, to any new or existing tenant, assignee, sublessee, licensee that operates a competing business (as hereinafter defined) without Tenant's prior written consent, which consent may be withheld in Tenant's sole and absolute discretion. "Competing business" for this purpose shall mean providing kidney treatment or dialysis of any kind. Tenant acknowledges that Research By Design, LLC is a current tenant in the Building and that tenant is engaged in kidney related research treatment. Tenant's acknowledges that said current use by this tenant and its successors and assigns does not violate Tenant's exclusive right under this Section.

6.2 Approved Use Contingency. Tenant shall have until January 9, 2018 (the "**Use Contingency Date**") to obtain all requisite permits, licenses, and approvals to operate a business for the Permitted Use from the State of Illinois and all applicable regulatory and local governmental agencies. Tenant shall use all diligent, reasonable and good-faith efforts to obtain such approval and avoid unnecessary delay. In the event that Tenant is unable to obtain the approvals on or before the Use Contingency Date, Tenant shall be entitled to terminate this Lease by delivering written notice of said termination to Landlord. In the absence of written notice from Tenant on or before the Use Contingency Date, the Lease will continue in full force and effect. Tenant may seek an extension of the Approved Use Contingency with the approval of Landlord.

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

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

6.5 Landlord's Work; Acceptance of Premises.

(a) **Landlord's Work.** Landlord shall tender possession and occupancy of the Premises to Tenant on the Turnover Date set forth in Article 1 with the improvements identified on **Exhibit C** substantially completed. In the event the Premises shall not be substantially completed and ready for occupancy on the date 30 days after the expected Turnover Date (unless said delays were caused by Tenant Delays as defined in the Work Letter attached hereto as **Exhibit C**), Tenant shall be entitled to one day Rent abatement for each day that possession is delayed past said 30th day. In the event the Premises

shall not be substantially completed and ready for occupancy on the date 120 days after the Turnover Date (unless said delays were caused by Tenant Delays), Tenant shall be entitled to terminate this Lease by delivering written notice of said termination to Landlord. Notwithstanding the foregoing, the Turnover Date shall be extended day for day for each day of Permitted Delay as defined in the Work Letter attached hereto as **Exhibit C**. Except as otherwise provided in **Exhibit C**, Landlord shall have no other obligation for construction work or improvements to the Premises. The improvements now or hereafter situated upon the Premises, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Premises and Tenant shall have only a leasehold interest therein.

(b) **Acceptance of Premises.** By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building except as set forth in **Exhibit C**. Tenant acknowledges that it made a thorough and independent examination of the Premises and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with the Premises and is satisfied that same are in an acceptable condition and meet Tenant's needs. Tenant accepts the Premises and the Office Building Project in their "AS IS, WHERE IS" condition existing as of the Turnover Date or the date that Tenant first takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that the Premises are in good order and repair and that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Office Building Project for the conduct of Tenant's business.

ARTICLE 7
MAINTENANCE AND REPAIRS; ALTERATIONS

7.1 Landlord's Obligations. Landlord shall repair and maintain the structural portions of the Premises (including the roof structure and membrane, exterior walls and columns), the Building Systems and Common Areas; provided that Tenant shall be obligated to reimburse Landlord for any repair or maintenance if necessitated or occasioned by the acts, omissions or negligence of Tenant, or any of its servants, employees, contractors, agents, visitors or licensees. Except as may be provided elsewhere herein, there shall be no abatement of Rent or liability of Landlord on account of any injury or interference with Tenant's business arising from the making of any improvements, alterations or repairs to any portion of the Office Building Project or to fixtures, appurtenances and equipment therein, nor shall any such improvement, alteration or repair constitute an eviction or disturbance of Tenant's use or possession of the Premises, unless otherwise specified elsewhere in this Lease.

7.2 Tenant's Obligations.

(a) Tenant shall take good care of the Premises and at Tenant's sole expense keep the Premises in good working order and in a clean, safe and sanitary condition. Notwithstanding Landlord's obligation to keep the Premises in good condition and repair, Tenant shall pay, as Additional Rent, the cost of any maintenance and repair of the Premises, and the maintenance, repair and replacement of any equipment (wherever located) that serves only Tenant or the Premises.

(b) On the last day of the Term, or upon any sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as received on the Commencement Date, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, all electrical distribution systems, lighting fixtures, window coverings, wall coverings, carpets, wall

paneling, ceilings and plumbing on the Premises shall be left in good operating condition, reasonable wear and tear excepted.

7.3 Alterations and Additions.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "**Alterations**"), in, on or about the Premises, or the Office Building Project without Landlord's prior written consent, which Landlord may give or withhold in Landlord's reasonable discretion. As used herein, the term "**Alterations**" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant will deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all Applicable Laws , (iii) in accordance with the Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other Tenants' use and enjoyment of the Office Building Project.

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

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

(d) Tenant will keep the Premises and the Office Building Project free from any mechanics', materialmens', or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon

demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, and the Office Building Project, from mechanics' and materialmens' liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises.

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

ARTICLE 8
INSURANCE; INDEMNITY

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

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

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

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

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

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

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

Landlord and the Property Manager, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees, by reason of Tenant's negligence.

As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall provide that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or of the effective date of any reduction in the amounts of insurance. All commercial general liability, property damage and other casualty policies shall be written on an occurrence basis and as primary policies, and not in excess of coverage that Landlord may carry. Landlord's coverage shall not be contributory. Tenant's insurance shall specifically include the liability assumed hereunder by Tenant, shall provide for severability of interests, shall further provide that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

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

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

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

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

8.7 Indemnity. Tenant shall indemnify, protect, defend and save and hold Landlord, the Property Manager, and their respective trustees, directors, officers, agents and employees, harmless, from and against any and all losses, costs, liabilities, claims, damages and expenses, including, without limitation, reasonable attorneys' fees and costs and reasonable investigation costs, incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (b) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person or entity claiming through or under Tenant, or (c) the condition of the Premises or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the sole negligence or willful misconduct of Landlord, or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, servants, employees, visitors, customers, or licensees of Tenant, in, on or about the Premises or the Office Building Project. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Lease.

8.8 Limitation of Liability: Tenant hereby agrees that Landlord shall not be responsible for or liable to Tenant and Tenant hereby releases Landlord and waives all claims against Landlord for any injury, loss or damage to any person or property in or about the Premises or the Office Building Project by or from any cause whatsoever (other than Landlord's sole negligence or willful misconduct) including, without limitation, acts or omissions of persons occupying adjoining premises or any part of the Office Building Project; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Premises or the Office Building Project. The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, board members, beneficiaries, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or cause of action shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Office Building Project for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees. No holder or beneficiary of any mortgage or deed of trust on any part of the Office Building Project shall have any liability to Tenant hereunder for any default of Landlord.

ARTICLE 9
DAMAGE OR DESTRUCTION

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

(a) Extreme events of nature including but not limited to fire, flood, bad weather, earthquake, and other similar occurrences;

(b) Any act of war, terrorism, or bio-terrorism, where "bio-terrorism" shall mean the release (or threatened release) of an airborne agent or other contaminant that is or could adversely affect the Building or its occupants.

9.2 If the Premises or the Building or the Office Building Project or any portion thereof (whether or not the Premises are affected) are damaged by fire or other Casualty, Landlord shall forthwith repair the same (except for Alterations installed by or on behalf of Tenant) provided that such repairs can be made within one hundred eighty (180) days after the date of such damage under the laws and regulations of the federal, state and local governmental authorities having jurisdiction thereof and are covered by the proceeds of insurance required to be maintained by Landlord pursuant to Section 8.6 hereof. In such event, this Lease shall remain in full force and effect except that Tenant shall be entitled to a proportionate abatement of Base Rent and Additional Rent while such repairs are being made as provided below. Tenant shall further be entitled to a proportionate abatement of Base Rent and Additional Rent resulting from such loss of use of Common Areas of the Office Building Project but only to the extent such fire or casualty actually interferes with the operation of Tenant's business. Within thirty (30) days after the date of such damage, Landlord shall notify Tenant whether or not such repairs are covered by insurance required to be maintained by Landlord pursuant to Section 8.6 and whether such repairs can be made within one hundred

eighty (180) days after the date of such damage. Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within one hundred eighty (180) days from the date of such damage or such damage is not so covered by insurance, Landlord shall have the option within thirty (30) days after the date of such damage to notify Tenant of its election to terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after notice is given.

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

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

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

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

9.6 Interruption of Service.

(a) **Interruption of Service Defined.** No damages, compensation, or claim shall be payable by Landlord, and this Lease and the obligations of Tenant to perform all of its covenants and agreements hereunder shall in no way be affected, impaired, reduced, or excused, in the event that there is an

interruption, curtailment, or suspension of the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Premises or any other services required of Landlord under this Lease (each, an "**Interruption of Service**"), by reason of:

(1) any Casualty;

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

(3) any other causes of any kind whatsoever that are beyond the control of Landlord, including but not limited to:

(i) a lack of access to the Building or the Premises beyond the control of Landlord (which shall include, but not be limited to, the lack of access to the Building or the Premises when it or they are structurally sound but inaccessible due to the evacuation of the surrounding area or damage to nearby structures or public areas);

(ii) any cause outside the Building;

(iii) reduced air quality or other contaminants within the Building that would adversely affect the Building or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Building or the Premises);

(iv) a disruption of mail and deliveries to the building or the Premises resulting from a Casualty;

(v) a disruption of telephone and telecommunications services to the Building or the Premises resulting from a Casualty; or,

(vi) a blockage of any windows, doors, or walkways to the Building or the Premises resulting from a Casualty.

(b) **Landlord's Interruption of Services.** Except as otherwise expressly provided in this Lease, Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to effect an Interruption of Service, as required by this Lease or by law, or as Landlord in good faith deems advisable, whenever and for so long as may be reasonably necessary, to make repairs, alterations, upgrades, changes, or for any other reason, to the Building's HVAC, utility, sanitary, elevator, water, telecommunications, security (including equipment, devices, and personnel), or other Building systems serving the Premises or any other services required of Landlord under this Lease.

In each instance, Landlord shall exercise reasonable diligence to eliminate the cause of the Interruption of Service, if resulting from conditions within the Building, and conclude the Interruption of Service. Landlord shall give Tenant notice, when practicable, of the commencement and anticipated duration of such Interruption of Service.

(c) **No Remedies.** The occurrence of an Interruption of Service shall not:

(1) constitute an actual or constructive eviction of Tenant, in whole or in part;

(2) entitle Tenant to any abatement or diminution of Base Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease;

(3) relieve or release Tenant from any of its obligations under this Lease;

(4) entitle Tenant to terminate this Lease, unless said interrupt continues for a period in excess of forty-five (45) consecutive days.

ARTICLE 10
TAXES

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

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

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

ARTICLE 11
UTILITIES

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

11.2 Services Exclusive to Tenant. Tenant shall pay for all utilities and services furnished to or used at the Premises, including water, gas, electricity, other power, telephone and other communications services, and all other utilities and services supplied and/or metered to the Premises or to Tenant, together with any taxes or impositions thereon. If any such services are not separately metered to the Premises, Tenant shall pay at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises in the Building. The Premises shall be

separately metered for electricity (lights and outlets). Tenant shall be responsible for its own security and janitorial services.

11.3 Interruptions. Landlord shall not be liable for and there shall be no rent abatement as a result of any stoppage, reduction, interruption or discontinuance of any utility or service due to riot, strike, act of war, act of terrorism or bioterrorism, labor dispute, breakdown, accident, repair or any other cause or in cooperation with governmental request or directions, nor shall such stoppage, reduction, interruption or discontinuance be considered an eviction or interruption of Tenant's use or possession of the Premises.

ARTICLE 12
ASSIGNMENT AND SUBLETTING

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

12.2 If Tenant desires to enter into an Assignment of this Lease or a Sublease of the Premises or any portion thereof, it shall give written notice (the "**Notice of Proposed Transfer**") to Landlord of its intention to do so no less than thirty (30) days prior to such proposed Assignment of Sublease, which notice shall contain: (i) the name and address of the proposed assignee, subtenant or occupant ("**Transferee**"), (ii) the nature of the proposed Transferee's business to be carried on in the Premises, (iii) the terms and provisions of the proposed Assignment or Sublease and (iv) such financial information as Landlord may reasonably request concerning the proposed Transferee.

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

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

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

12.6 Any Transferee approved by Landlord or transferee or assignee under Section 12.5, shall, from and after the effective date of the Assignment or Sublease, assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No Assignment shall be binding on Landlord unless Tenant or Transferee shall deliver to Landlord a counterpart of the Assignment and an instrument that contains a covenant of assumption by such Transferee satisfactory in substance and form to Landlord, and consistent with the requirements of this Section 12.6. Any failure or refusal of such Transferee to execute such instrument of assumption shall constitute a default under this Lease but shall not release or discharge such Transferee from its liability as set forth above.

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

ARTICLE 13
DEFAULT; REMEDIES

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

(a) The breach by Tenant of any of the covenants, conditions or provisions of Sections 7.3(a), (b) or (d) (alterations), 12 (assignment or subletting), 17 (estoppel certificate), 19.12 (subordination), or 19.23 (easements), all of which are deemed to be material, non-curable defaults without the necessity of any notice by Landlord to Tenant thereof.

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

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than those referenced in subparagraphs (a) and (b), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more

than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

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

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

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

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

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

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

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois. Unpaid installments of Rent and other unpaid monetary obligations of

Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

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

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

13.5 Late Charges; Right to Change Terms:

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

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

ARTICLE 14
HAZARDOUS SUBSTANCES

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

14.2 Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the Premises, the Building, the Office Building Project or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all Environmental Laws. If the presence of Hazardous Substances on the Premises or elsewhere in the Office Building Project caused or permitted by Tenant results in contamination of the Premises or any other portion of the Office Building Project, or any soil or groundwater in, under or about the Office Building Project, Tenant, at its expense, shall promptly take all actions necessary to return the Premises or the Office Building Project or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 14, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

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

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

activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

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

(a) Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

(b) Pathological Wastes - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.

(c) Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

(d) Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

(e) Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades. Unused sharps should be considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 15
EMINENT DOMAIN

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

claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided that Landlord shall have no claim to any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business.

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

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

ARTICLE 16
REAL ESTATE BROKERS

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

ARTICLE 17
ESTOPPEL CERTIFICATE

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

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

17.3 Tenant shall, when requested by Landlord from time to time but not more frequently than once each year, furnish a true and accurate audited statement of its financial condition for the last three (3)

years; provided, however, that if Tenant is a publicly traded company Tenant may satisfy the requirements of this paragraph by providing Landlord with a copy of its Form 10-K.

ARTICLE 18
SALE OR ASSIGNMENT BY LANDLORD

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

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

ARTICLE 19
SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord, as security for the performance of Tenant's obligations under this Lease, the security deposit set forth in Article 1 above (the "Security Deposit"). Upon the occurrence of a Default, and upon written notice to Tenant Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant, within five (5) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no Default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the Term and vacation of the Premises by Tenant. Landlord shall, subject to the terms and conditions of this Lease, transfer the Security Deposit to any *bona fide* purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit; and Landlord shall be relieved of any liability with respect to the Security Deposit.

ARTICLE 20
MISCELLANEOUS PROVISIONS

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

20.2 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate equal to the Prime Rate plus 5%. For purposes hereof, the "Prime Rate" shall be the per annum interest rate as published in the Wall Street Journal as of

the date of the payment in question (reflected as the "Latest Prime Rate" at http://online.wsj.com/mdc/public/page/2_3020-moneyrate.html). Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

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

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

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

20.6 Waivers; Modifications.

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

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

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

20.8 Holding Over. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify, defend and hold Landlord harmless against all damages, liabilities and costs, including, but not limited to, attorneys' fees, incurred by Landlord from any delay by Tenant in vacating the Premises. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall be a

tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the Rent payable shall be two hundred percent (200%) of the Rent payable immediately preceding the Termination Date of this Lease. Any holding over without Landlord's consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies provided hereunder, notwithstanding that Landlord may elect to accept one or more payments of Rent from Tenant.

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

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

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

20.12 Subordination.

(a) This Lease, and any Option or right of first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Office Building Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Landlord shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease and such Options shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

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

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

20.14 Waiver of Jury Trial. LANDLORD AND TENANT VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT IT HAS CONSULTED

WITH AND BEEN COUNSELED BY COMPETENT COUNSEL CONCERNING THE WAIVER SET FORTH IN THIS SECTION AND HAS KNOWINGLY MADE SUCH WAIVER.

20.15 Landlord's Access.

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

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

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

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

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

20.19 Authority. If Tenant is a corporation or a limited liability company, Tenant and each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant as follows: Tenant

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

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

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

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

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

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

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

20.26 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or

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

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

Exhibit A	Rules and Regulations for Standard Office Lease
Exhibit B	Space Plan
Exhibit C	Work Letter
Exhibit D	Guaranty of Lease

[SIGNATURES ON FOLLOWING PAGE]

Attachment 2

Signature Page

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

LANDLORD:

MERIDIAN INVESTMENT PARTNERS , LLC, an Illinois limited liability company

By: _____

Date:

TENANT:

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

By: _____

Its: _____

Date: _____

Attachment 2

EXHIBIT A

RULES AND REGULATIONS FOR OFFICE LEASE AGREEMENT

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

9. Tenant shall not alter any locks or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

10. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

11. Landlord reserves the right to close and keep locked all entrance and exit doors of the Project except during the Project's normal hours of business. Tenant, its employees and agents must be sure that the doors to the Project are securely closed and locked when leaving the Premises if it is after the normal hours of business of the Project. Tenant, its employees, agents or any other persons entering or leaving the Project at any time when it is so locked, or any time when it is considered to be after normal business hours for the Project, may be required to sign the Project register. Access to the Project may be refused unless the person seeking access has proper identification or has a previously received authorization for access to the Office Building Project. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Office Building Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Office Building Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

12. No furniture, freight or equipment of any kind shall be brought into the Office Building Project without Landlord's prior authorization, not to be unreasonably withheld, conditioned or delayed. All moving activity into or out of the Office Building Project shall be scheduled with Landlord and done only at such time and in such manner as Landlord reasonably designates. Landlord shall have the right to reasonably prescribe the weight, size and position of all safes and other heavy property brought into the Office Building Project and also the times and manner of moving the same in and out of the Office Building Project. Safes and other heavy objects shall, if considered reasonably necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight, and Tenant shall be solely responsible for the cost of installing all supports. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Office Building Project, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

13. The requirements of Tenant will be attended to only upon application at the management office for the Office Building Project or at such office designated by Landlord. Tenant shall not ask employees of Landlord to do anything outside their regular duties without special authorization from Landlord.

14. Tenant shall not disturb, solicit, or canvass any occupant of the Office Building Project and shalt cooperate with Landlord and its agents to prevent the same. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such

areas, and shall use them only as a means of ingress and egress for the Premises. Smoking shall not be permitted In the Common Areas.

15. The toilet rooms, urinals and wash bowls shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it

16. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

14. Tenant shall not use or keep in or on the Premises or the Office Building Project any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not bring into or keep within the Premises or the Office Building Project any animals (other than assistance animals), birds, bicycles or other vehicles.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Office Building Project by reason of noise, odors, or vibrations, or to otherwise interfere in any way with the use of the Office Building Project by other tenants.

16. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for loading or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors of Tenant, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations; and provided further that such cooking does not result in odors escaping from the Premises.

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

18. Landlord reserves the right to exclude or expel from the Office Building Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Office Building Project's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash in the vicinity of the Office Building Project without violation of any law or ordinance governing such disposal. All trash, garbage and

refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall reasonably designate.

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

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

23. Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises unless otherwise agreed to in writing by Landlord. Except with the prior written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Office Building Project for the purpose of cleaning same. Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant or any of its employees or other persons by the janitor of Landlord. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Window cleaning shall be done only by Landlord at reasonable intervals and as Landlord deems necessary.

PARKING RULES

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

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

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

8. Landlord reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent off site location(s), and to allocate them between compact and standard size and tandem spaces, as long as the same complies with applicable laws, ordinances and regulations.

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

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

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

12. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements. Garage managers or attendants are not authorized to make or allow any exceptions to those Parking Rules and Regulations. Landlord reserves the right to terminate parking rights for any person or entity that willfully refuses to comply with these rules and regulations.

13. Every driver is required to park his own car. Where there are tandem spaces, the first car shall pull all the way to the front of the space leaving room for a second car to park behind the first car. The driver parking behind the first car must leave his key with the parking attendant. Failure to do so shall subject the driver of the second car to a Fifty Dollar ($50.00) fine. Refusal of the driver to leave his key when parking in a tandem space shall be cause for termination of the right to park in the parking facilities. The parking operator, or his employees or agents, shall be authorized to move cars that are parked in tandem should it be necessary for the operation of the garage. Tenant agrees that all responsibility for damage to cars or the theft of or from cars is assumed by the driver, and further agrees that Tenant will hold Landlord harmless for any such damages or theft.

14. No vehicles shall be parked in the parking garage overnight. The parking garage shall only be used for daily parking and no vehicle or other property shall be stored in a parking apace.

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

EXHIBIT B

APPROXIMATE SPACE PLAN

EXHIBIT C
WORK LETTER

Dialysis Care Center Western, LLC
c/o Tunji Morufu Alausa
15801 South Bell Road
Homer Glen, Illinois 60491

Ladies and Gentlemen:

You (the "Tenant") and we (the "Landlord"), are executing simultaneously with this Work Letter Agreement a Standard Office Lease (and together with the Standard Office Lease is called the "Lease") covering certain premises (the "Premises") more particularly described in the Lease. To induce Tenant to enter into the Lease (which is hereby incorporated by reference to the extent that its provisions may apply to this Work Letter Agreement), and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

Section 1. Scope of Work. Promptly following the approval by Tenant of the Plans and Specifications (defined below), Landlord agrees to furnish all of the material, labor and equipment necessary for the commencement and completion of construction of the improvements to the Premises specified in the Plans and Specifications (which improvements are called the "Improvements").

The Improvements shall be constructed by Landlord in a good and workmanlike manner in accordance with the Plans and Specifications, and Landlord agrees to complete same in compliance with all applicable laws then in effect (called the "Work"). Any improvements other than the Work in the nature of an initial build out of the Premises in accordance with the Plans and Specifications hereunder shall be deemed to be additions or alterations which are governed by the Lease.

Section 2. Plans and Specifications. Immediately upon the execution of this Work Letter Agreement and delivery by Tenant to Landlord of all information relevant to Tenant's space requirements, Landlord shall prepare the plans and specifications necessary for the construction of the Improvements to the Premises (the "Plans and Specifications"), which Tenant shall approve. When the Plans and Specifications have been ultimately approved, Tenant and Landlord shall each affix their respective signatures or initials to each page, and same shall be deemed to become a part of this Work Letter as Exhibit A.

Section 3. Landlord's Payment of Cost of the Work. Landlord agrees to pay for the cost of constructing the Improvements in accordance with the Plans and Specifications. Notwithstanding, the Landlord's obligation to pay for the cost of the Improvements shall be limited to $_____.

Section 4. Tenant's Payment Obligation. Tenant shall be responsible for the cost of all of its own fixtures, furnishings, equipment and medical devices and apparatus. Tenant shall also pay the cost of constructing the Improvements in excess of $_____, and for the cost of any Change Orders (described below).

Section 5. Change Orders. Landlord may agree to perform, at Tenant's request and upon submission by Tenant (at Tenant's sole cost and expense) of all necessary drawings, plans and specifications, any other work in addition to the Work such other work shall be done at Tenant's sole cost and expense as a Tenant's "extra." Prior to commencing any such other work requested by Tenant, Landlord shall submit to Tenant an estimate of the cost of such extra work. If Tenant shall fail to approve said estimate within ten (10) days from the receipt thereof, the same shall be deemed disapproved in all

respects by Tenant, and Landlord shall not be authorized to proceed thereon. If Tenant approves same, Tenant agrees to pay to Landlord promptly upon being billed therefor, after the conclusion of said extra work, the cost of all such extra work together with fifteen percent (15%) of said cost for Landlord's fee, plus Landlord's actual general conditions incurred in connection therewith.

Section 6. Completion. Except for Permitted Delays, the Landlord anticipates that the Work shall be "substantially completed" on or before March 1, 2018, which shall be Turnover Date. Notwithstanding if Landlord shall be delayed in substantially completing the Work solely as a result of:

(a) Tenant's failure to timely approve the Plans and Specifications, , or

(b) Tenant's request for materials, finishes and associated installations which are not available in a timely manner (provided Tenant has been apprised of such unavailability and Tenant continues to request same), or

(c) Tenant's changes in the Work or the Plans and Specifications, or request for "extras" (notwithstanding Landlord's approval of such changes), or

(d) The performance of any work by Tenant or any person, firm or corporation employed by Tenant, or

(e) Any other material fault or delay on the part of Tenant or its agents,

the date by which Landlord shall achieve substantial completion and tender possession shall be deferred on account of such delay. Subsection (a) through (e) above are herein referred to as "Tenant Delays." Landlord shall not be deemed to be in default under the Lease or under this Work Letter for failure to timely complete the Improvements in the event that such delay is due to: (i) a Tenant Delay; (ii) any Force Majeure event as described in the Lease (Tenant Delays and Force Majeure events being collectively called "Permitted Delays").

Landlord shall use its best efforts to overcome or mitigate the effect of a Permitted Delay. Promptly following the occurrence of a Permitted Delay, Landlord shall notify Tenant of such occurrence. Following Landlord's determination of the effect such occurrence will have, if any, on the time within which the Improvements shall be substantially completed, Landlord shall notify Tenant of same.

Section 7. Substantial Completion. The Improvements shall be deemed to be "substantially complete" when: (i) Landlord notifies Tenant in writing that the Improvements in question are completed in substantial compliance with applicable laws, ordinances and regulations, and in conformance with the Plans and Specifications; and (ii) when the City of Chicago has issued a certificate of occupancy therefor if one is necessary for projects of the size and scope of the Improvements (herein referred to as "Substantial Completion"). The issuance of a certificate of occupancy by the City that is conditional on the subsequent completion of weather-sensitive work or punch-list items, if any, shall nevertheless fulfill the requirement of (ii) above.

Section 8. Punch List. Landlord shall notify Tenant of the date which is approximately three (3) business days prior to the estimated date on which Substantial Completion of the Improvements is expected to be achieved (the "Inspection Date"). Landlord and Tenant on the Inspection Date shall make a joint physical inspection of the Work to list minor items which may need to be completed ("Punch List Items"). Landlord shall complete the Punch List Items, within such reasonable period of time in respect to each item as is necessary to complete same, taking into account diligence and good workmanlike practices. In the event of a disagreement between the parties as to the inclusion or the exclusion of an item on the "Punch List," the decision of the project architect (which decision shall be based solely on the

determination of whether the item in question was constructed in substantial conformity with the Plans and Specifications) shall control.

Section 9. Construction Warranty. Landlord warrants the Work for a period of one (1) year after the Turnover Date (the "Warranty Period"). If, during the Warranty Period Tenant notifies Landlord in writing of defects in the design, materials or defective work in the construction of the Improvements, Landlord shall promptly cause the defective work to be corrected. For purposes of determining whether any of the Work is defective, the parties agree that any Work which is not completed substantially in accordance with the Plans and Specifications may be deemed to be defective. The warranty which is provided by Landlord hereunder is limited in certain respects, and is conditioned on certain user performance criteria, as follows:

(a) Tenant acknowledges and agrees that the warranty herein provided does not extend to any abuse or material misuse of the Improvements, and any such abuse or material misuse may void any manufacturers' warranties which may be assigned to Tenant hereunder.

(b) This paragraph shall not require Landlord to perform any routine and appropriate regular maintenance of the Improvements required to be performed by Tenant during the Warranty Period.

(c) Landlord's warranty specifically excludes damages to Tenant's furniture, furnishings, equipment, or other personal property which may be located on or in the Improvements or on the Office Building Project, interruption of business activities, and excludes personal injuries, Tenant hereby agreeing that such risks shall be managed by it by the purchase of adequate amounts of appropriate forms of insurance. Landlord's obligations under this warranty shall be limited to correcting those portions of the Improvements which may be defective due to faulty design or workmanship.

Section 10. No Other Agreements. Except as set forth in the Lease, Landlord has no other agreement with Tenant and has no other obligation to do any other work with respect to the Premises. Any other work in the Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease shall be done at Tenant's sole cost and expense, and in strict compliance with said terms and conditions.

Section 11. Right to Inspect Work. Landlord hereby grants Tenant the right from time to time to enter into the Premises for purposes of inspecting the Work.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our understanding, kindly sign as indicated below.

MERIDIAN INVESTMENT PARTNERS LLC

By: _____

ACCEPTED AND AGREED:

DIALYSIS CARE CENTER WESTERN, LLC

By: _____

Its: _____

EXHIBIT D
GUARANTY OF LEASE

WHEREAS, **DIALYSIS CARE CENTER , LLC**, an Illinois limited liability company ("Lessee") is party to a Standard Office Lease dated September ____, 2017, in which **MERIDIAN INVESTMENT PARTNERS PROPERTIES, LLC**, an Illinois limited liability company is the ("Lessor"); and

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

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned hereby unconditionally guaranties the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Standard Office Lease dated September ____, 2017 related to the premises at 10801 S. Western Avenue, Suite 100, Chicago, IL (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. The undersigned further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantors).

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

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

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

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

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

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

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

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

All notices and other communications required or permitted to be given to the undersigned or to Lessor shall be done in accordance with the procedure set forth in the Lease to the addresses set forth

below the signature lines of this Guaranty. The undersigned acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by the undersigned. The undersigned acknowledge that the undersigned have reviewed the Lease, and that Lessor has recommended to the undersigned that the undersigned be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

[SIGNATURE PAGE FOLLOWS]

THIS GUARANTY OF LEASE SIGNED AND DELIVERED BY THE UNDERSIGNED AT THIS _____ DAY OF _____.

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

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

_____

_____

STATE OF ILLINOIS)
) SS. ACKNOWLEDGMENT
COUNTY OF _____)

I, the undersigned, being a Notary Public in and for said State and County, hereby certify that _____ did appear before me this day in person and subscribed his/her name to this GUARANTY OF LEASE as the Manager/Member of **DIALYSIS CARE CENTER HOLDINGS, LLC**, , as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes herein set forth. Subscribed and sworn to before me this _____ day of September, 2020.

[SEAL]

_____
[Notary Public]

HOME DIALYSIS SERVICES HOLDINGS LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

_____

_____

STATE OF ILLINOIS)
) SS. ACKNOWLEDGMENT
COUNTY OF _____)

I, the undersigned, being a Notary Public in and for said State and County, hereby certify that _____ did appear before me this day in person and subscribed his/her name to this GUARANTY OF LEASE as the Manager/Member of **HOME DIALYSIS SERVICES HOLDINGS, LLC**, as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes herein set forth. Subscribed and sworn to before me this _____ day of September, 2017.

[SEAL]

_____
[Notary Public]

SECTION IX. 1120.130 - ECONOMIC FEASIBILITY

Financial Viability Waiver

Dialysis Care Center Western will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver

Attachment 35

Section IX. Financial and economic Feasibility

Reasonableness of Financing Arrangement

Dialysis Care Center Western will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver

Attached at Attachment 36 is a letter attesting that the total estimated project costs will be funded entirely with cash.

Attachment 36

Chair
Illinois Health Facilities and services review Board
525 west Jefferson Street, 2nd floor
Springfield, Illinois, 62761

Dear Chair

I hereby certify the following:

- Dialysis Care Center Western will be funded through cash and cash equivalents, and a lease, and no debt financing to be used
- Dialysis Care Center maintains sufficient cash and short term securities to fund this project; and
- The expenses to be incurred through the lease of space and selected equipment are less than those associated with the construction of a new facility or the purchase of equipment.

Sincerely,

Asim M Shazzad
Chief Operating Officer

Notarization:
Subscribed and sworn to before me
this 23 day of June, 2020

Signature of Notary

JULIE WILLIAMSON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 8, 2022

Attachment 36

Section IX. Financial and economic Feasibility

Conditions of Debt financing

Dialysis Care Center Western will be funded entirely with cash and cash equivalents, Accordingly, this criterion is not applicable.

Attachment 37

Section IX. Financial and economic Feasibility

Criterion 1120.310 (c) Reasonableness of project and related cost

Dialysis Care Center Western will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		$125.00			4900			$612,500.00	$612,500.00
Contingency		$11.25			4900			$55,125.00	$55,125.00
TOTALS		$136.25			4900			$667,625.00	$667,625.00

These projected costs are below the State standards.

Attachment 37

Section IX. Financial and economic Feasibility

Criterion 1120.310 (D) Project Operating cost

Project operating cost, Year 2

Salaries, Benefits, & Medical Supplies: $2,193,024.95

Annual treatments	8422
Operating Cost per treatment	$260.40

Attachment 37

Section IX. Financial and economic Feasibility

Criterion 1120.310 (e) Total Effect of the project on capital costs

Project operating cost, Year 2

Depreciation/Amortization and interest	$94,523.84
Treatments	8,422
Capital cost per treatment	$11.22

Attachment 37

SECTION X. SAFETY NET IMPACT STATEMENT

The establishment of Dialysis Care Center Western will not have any impact on safety net services in the Western area. Outpatient dialysis facilities services are not typically considered or viewed as "safety net" services. As a result the presence of Dialysis Care Center Western as a provider is not expected to alter the way any other healthcare providers function in the community.

Dialysis Care Center Western has no reason to believe that this project would have any adverse impact on any provider or health care system to cross-subsidize safety net services.

Dialysis Care Center Western will be committed to providing ESRD services to all patients with or without insurance or patients to no regards for source of payment. Dialysis Care Center Western will not refuse any patients. Medicaid patients wishing to be served at Dialysis Care Center Western will not be denied services. Because of the Medicare guidelines for qualification for ESRD, a few patients' with ESRD are left uninsured for their care.

SECTION XI. CHARITY CARE INFORMATION

The policy of Dialysis Care Center Western is to provide services to all patients regardless of race, color, national origin. Dialysis Care Center Western will provide services to patients with or without insurance and as well as patients who may require assistance in determining source of payment. Dialysis Care Center will not refuse any patient. Medicaid patients wishing to be served will not be denied services. Through Medicare guidelines, patients who are prequalified for ESRD or for the few that are currently ESRD status and are left uninsured, Dialysis Care Center will be committed to providing continued care.

Dialysis Care Center Western will be committed to work with any patient to try and find any sources and qualify for any programs for which they may qualify for.

Dialysis Care Center will be an "open Dialysis unit" meaning through our policy, any nephrologist will be able to refer their patients and apply for privileges to round at the facility, if they desire.

Dialysis Care Center will participate in American Kidney Fund (AKF) to assist patients with insurance premiums which will be at no cost to the patient.

Currently as Dialysis Care Center Western will be a new entity there is no current Charity documentation that can be provided to the board, however the Charity policy is attached.

Please find attached our admission policy and Charity policy

Attachment 39

DIALYSIS CARE CENTER WESTERN

Admission Policy

I. Purpose: The purpose of this policy is to define requirements for admission to the Dialysis Care Center (DCC).

II. Performed by: Medical Director, Program Manager, Program Nurse

III. Overview: All patients must receive modality education by their referring physician prior to being admitted to the facility. The Program staff will further educate the patient on the modality he/she has chosen. The facility Patient Handbook will also include education on the different treatment modalities and instruct the patient on his/her right to change their treatment modality provided they meet the criteria for that modality and they have discussed this with their physician and the members of the interdisciplinary team (IDT).

IV. Supplies:

A. Assignment of Benefits Form
B. Release of information Form
C. Admission Agreement
D. Consent for Dialysis
E. Patient Handbook

V. Policy:

A. All patients referred to DCC will be treated regardless of race, creed, age, sex, color, disability, or national origin.

B. In order to develop the admission treatment orders and to identify and address any urgent medical needs prior to the completion of the comprehensive patient assessment by the IDT, the Medical Director, nephrologist or physician extender and the Program Registered Nurse will be responsible for an initial assessment before the initiation of the patient's first dialysis treatment in the facility.

C. The initial medical assessment may be completed by review of the patient's medical records or consultation with the referring physician and is not intended to require the medical staff physically see the patient in the facility prior to the first treatment.

D. Orders for treatment must be obtained prior to the initial dialysis treatment. The Registered Nurse will meet with the patient new to dialysis to perform an initial nursing assessment prior to initiation of treatment. The

minimum nursing evaluation prior to initiating treatment for a patient new to dialysis will include the following:

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

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

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

F. Hepatitis testing is required prior to admission.

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

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

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

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

1	Review admission policy with appropriate staff to ensure admission process is understood and followed.
2	Obtain and review hepatitis status of patient with the Medical Director, physician or physician extender prior to admission.
3	Obtain patient or authorized caregiver signature on all admission documents including but not limited to the AOB, Release of Information and Consent

4	As certain that the patient has received financial and medical clearance and has been approved for admission to the Program/facility before accepting the patient for treatment.

VII. References:

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

VIII. Associate Policies:

- Hemodialysis Consent Policy

Attachment 39

DIALYSIS CARE CENTER WESTERN

Charity Policy

I. **Purpose:** The purpose of this policy is to define requirements for admission to the Dialysis Care Center Western, LLC (DCC).

II. **Performed by:** Medical Director, Program Manager, Program Nurse

III. **Policy:**

A. Provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid pursuant to an Indigent Waiver policy.

B. Assist patients who do not have insurance in enrolling when possible in Medicaid and/or Medicaid as applicable, and also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

C. Provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. They are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants.

D. Provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation

Attachment 39

Appendix 1- Physician Referral Letter

Attached as Appendix 1 is the Medical Director, Dr Sushant R Taksande projecting 111 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

KIDNEY CARE CENTER

Kidney Care Center South
9115 S. Cicero Ave.
Oak Lawn, IL 60456

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

Dear Ms. Avery,

I am a please to support Dialysis Care Center Western. The proposed 14 Station Chronic renal dialysis facility, to be located at 7733 S Western Ave, Chicago, IL,60643

Dialysis Care Center Western facility will improve access to necessary dialysis services in the Western community.

Along with my partners. We have experienced extreme growth of both population and of ESRD patients in this area. We have many pre-ESRD patients in my practice that I anticipate in referring to the Dialysis Care Center Western. This facility will better serve the growing number of dialysis patients in my practice.

We currently have 158 CKD 4 pre-ESRD patients in my practice, this does not include any patients that are CKD 3, the list is provided for those patients as well but have not been accounted for in any calculation purposes, of these I expect approximately 30% to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. I expect then that approximately 111 of these patients would be referred to Dialysis Care Center Western facility for dialysis. My partners and I will continue to refer patients to the other area facilities per the patient's place of residence and choice. We are also strong supporters of home dialysis through our Hickory Hills and Western home therapies programs and will continue to refer those patients who are good candidates for home dialysis services.

Appendix 1

I respectfully ask you to consider the constant growth of ESRD in Chicago and Cook County to approve the Dialysis Care Center Western facility to maintain access for future dialysis patients.

Thank you for your consideration.

I attest that to the best of my knowledge, all the information contained in this letter is true and correct.

Sincerely,

_____

Sushant Taksande M.D.

Notarization:
Subscribed and sworn to before me
this_____day of _____, 2020

_____

Signature of Notary

Seal

Appendix 2- Time and Distance Determination

Attached as Appendix 2 are the distance and normal travel time from all existing dialysis facilities in the GSA to the proposed facility, as determined by MapQuest.

Appendix 2

	A	B	C
1	KIDNEY CARE CENTER SOUTH-DR TAKSANDE		
2	PRE ESRD LIST BY ZIPCODE 2020 CKD 4		
3	Zip Code	Number of Patients	
4	60620	16	
5	60643	10	
6	60652	9	
7	60628	6	
8	60655	5	
9	60617	4	
10	60805	4	
11	60636	3	
12	60453	2	
13	60455	2	
14	60457	2	
15	60459	2	
16	60632	2	
17	60406	1	
18	60443	1	
19	60449	1	
20	60452	1	
21	60458	1	
22	60463	1	
23	60487	1	
24	60525	1	
25	60603	1	
26	60605	1	
27	60609	1	
28	60616	1	
29	60619	1	
30	60629	1	
31	60633	1	
32	60637	1	
33	60638	1	
34	60803	1	
35	TOTAL	85	
36			
37			

KIDNEY CARE CENTER SOUTH-DR TAKSANDE
PRE ESRD LIST BY ZIPCODE with CKD Data

Patient Initials	Patient Zip Code	CKD Stage
AA	60453	CKD STAGE 3
AW	60805	CKD STAGE 3
BS	60457	CKD STAGE 3
BA	60525	CKD STAGE 4
CW	60455	CKD STAGE 4
CC	60463	CKD STAGE 3
CC	60637	CKD STAGE 3
CM	60620	CKD STAGE 3
CC	60655	CKD STAGE 3
DG	60620	CKD STAGE 3
DT	60652	CKD STAGE 3
DW	60619	CKD STAGE 3
DG	60636	CKD STAGE 4
DK	60459	CKD STAGE 4
DH	60620	CKD STAGE 3
DW	60443	CKD STAGE 3
EB	60655	CKD STAGE 4
EB	60617	CKD STAGE 4
FH	60453	CKD STAGE 3
FG	60620	CKD STAGE 4
GM	60603	CKD STAGE 3
GM	60638	CKD STAGE 3
GP	60652	CKD STAGE 3
GO	60652	CKD STAGE 3
HB	60655	CKD STAGE 4
HK	60628	CKD STAGE 4
HT	60457	CKD STAGE 4
IS	60643	CKD STAGE 3
IB	60652	CKD STAGE 4
JD	60643	CKD STAGE 3
JP	60628	CKD STAGE 4
JD	60620	CKD STAGE 3
JK	60655	CKD STAGE 3
JR	60620	CKD STAGE 3
JA	60620	CKD STAGE 3
JD	60643	CKD STAGE 4
JE	60617	CKD STAGE 4
KZ	60459	CKD STAGE 3
KC	60455	CKD STAGE 4

KP	60620	CKD STAGE 3
LW	60620	CKD STAGE 3
LJ	60620	CKD STAGE 4
LP	60643	CKD STAGE 3
LJ	60620	CKD STAGE 4
LK	60629	CKD STAGE 3
LC	60643	CKD STAGE 3
MG	60628	CKD STAGE 4
MB	60803	CKD STAGE 3
MS	60632	CKD STAGE 3
MF	60406	CKD STAGE 3
MN	60652	CKD STAGE 3
MH	60617	CKD STAGE 3
MK	60620	CKD STAGE 3
MT	60616	CKD STAGE 3
MT	60652	CKD STAGE 3
MT	60643	CKD STAGE 3
MS	60643	CKD STAGE 4
MB	60609	CKD STAGE 3
MK	60458	CKD STAGE 3
ML	60805	CKD STAGE 3
MW	60643	CKD STAGE 3
ND	60805	CKD STAGE 4
NW	60652	CKD STAGE 4
PB	60636	CKD STAGE 3
PJ	60620	CKD STAGE 3
PR	60452	CKD STAGE 3
RH	60652	CKD STAGE 4
RM	60632	CKD STAGE 3
RR	60636	CKD STAGE 4
RJ	60652	CKD STAGE 3
RR	60655	CKD STAGE 3
RG	60617	CKD STAGE 3
RH	60605	CKD STAGE 3
SB	60620	CKD STAGE 3
SA	60487	CKD STAGE 3
SS	60628	CKD STAGE 3
SS	60449	CKD STAGE 3
TM	60643	CKD STAGE 3
TH	60633	CKD STAGE 4
WE	60628	CKD STAGE 3
WA	60805	CKD STAGE 3

WR	60628	CKD STAGE 3
WS	60620	CKD STAGE 3
WB	60643	CKD STAGE 3

KIDNEY CARE CENTER SOUTH-DR.TAKSANDE
DIALYSIS PATIENT CENSUS

Patient Zip Code	Facility Name	Number of Patients
60459	DAVITA BEVERLY	1
60643	DAVITA BEVERLY	1
60620	DAVITA BEVERLY	3
60643	DAVITA BEVERLY	1
60463	DAVITA CHICAGO HEIGHTS	1
60638	DAVITA CHICAGO HEIGHTS	1
60453	DAVITA CHICAGO RIDGE	2
60463	DAVITA CHICAGO RIDGE	1
60482	DAVITA CHICAGO RIDGE	1
60638	DAVITA CHICAGO RIDGE	1
60482	DAVITA CHICAGO RIDGE	1
60469	DAVITA MT GREENWOOD	1
60609	DAVITA MT GREENWOOD	1
60620	DAVITA MT GREENWOOD	2
60621	DAVITA MT GREENWOOD	1
60628	DAVITA MT GREENWOOD	3
60638	DAVITA MT GREENWOOD	1
60643	DAVITA MT GREENWOOD	6
46320	DAVITA MT GREENWOOD	1
60453	DAVITA MT GREENWOOD	1
60620	DAVITA MT GREENWOOD	1
60628	DAVITA MT GREENWOOD	1
60643	DAVITA MT GREENWOOD	3
60655	DAVITA MT GREENWOOD	2
60453	DAVITA PALOS PARK	2
60463	DAVITA PALOS PARK	1
60620	DAVITA PALOS PARK	5
60636	DAVITA PALOS PARK	1
60638	DAVITA PALOS PARK	1
60643	DAVITA PALOS PARK	2
60805	DAVITA PALOS PARK	1
60418	DAVITA PALOS PARK	1
60620	DAVITA PALOS PARK	2
60643	DAVITA PALOS PARK	2
60620	DAVITA WEST LAWN	1
60638	DAVITA WOODRIDGE	1
60617	DIALYSIS CARE CENTER BEVERLY	1
60619	DIALYSIS CARE CENTER BEVERLY	1

60620	DIALYSIS CARE CENTER BEVERLY	6
60628	DIALYSIS CARE CENTER BEVERLY	1
60643	DIALYSIS CARE CENTER BEVERLY	3
60805	DIALYSIS CARE CENTER BEVERLY	1
60445	DIALYSIS CARE CENTER BEVERLY	1
60617	DIALYSIS CARE CENTER BEVERLY	1
60620	DIALYSIS CARE CENTER BEVERLY	1
60636	DIALYSIS CARE CENTER BEVERLY	1
60643	DIALYSIS CARE CENTER BEVERLY	1
60643	DIALYSIS CARE CENTER BEVERLY	1
60655	DIALYSIS CARE CENTER BEVERLY	1
60449	DIALYSIS CARE CENTER OAK LAWN	1
60453	DIALYSIS CARE CENTER OAK LAWN	1
60455	DIALYSIS CARE CENTER OAK LAWN	1
60482	DIALYSIS CARE CENTER OAK LAWN	1
60617	DIALYSIS CARE CENTER OAK LAWN	2
60620	DIALYSIS CARE CENTER OAK LAWN	7
60621	DIALYSIS CARE CENTER OAK LAWN	2
60628	DIALYSIS CARE CENTER OAK LAWN	3
60629	DIALYSIS CARE CENTER OAK LAWN	1
60632	DIALYSIS CARE CENTER OAK LAWN	2
60636	DIALYSIS CARE CENTER OAK LAWN	1
60643	DIALYSIS CARE CENTER OAK LAWN	1
60645	DIALYSIS CARE CENTER OAK LAWN	1
60652	DIALYSIS CARE CENTER OAK LAWN	3
60453	DIALYSIS CARE CENTER OAK LAWN	1
60455	DIALYSIS CARE CENTER OAK LAWN	2
60469	DIALYSIS CARE CENTER OAK LAWN	1
60482	DIALYSIS CARE CENTER OAK LAWN	1
60487	DIALYSIS CARE CENTER OAK LAWN	1
60619	DIALYSIS CARE CENTER OAK LAWN	2
60620	DIALYSIS CARE CENTER OAK LAWN	8
60621	DIALYSIS CARE CENTER OAK LAWN	1
60628	DIALYSIS CARE CENTER OAK LAWN	2
60629	DIALYSIS CARE CENTER OAK LAWN	5
60636	DIALYSIS CARE CENTER OAK LAWN	1
60638	DIALYSIS CARE CENTER OAK LAWN	1
60643	DIALYSIS CARE CENTER OAK LAWN	3
60649	DIALYSIS CARE CENTER OAK LAWN	1
60652	DIALYSIS CARE CENTER OAK LAWN	2
60805	DIALYSIS CARE CENTER OAK LAWN	1
60636	FKC BURBANK	1

60652	FKC BURBANK	1
60805	FKC BURBANK	1
60643	FKC BURBANK	1
60453	FKC SOUTHSIDE	1
60620	FKC SOUTHSIDE	6
60628	FKC SOUTHSIDE	1
60636	FKC SOUTHSIDE	2
60643	FKC SOUTHSIDE	1
60620	FKC SOUTHSIDE	2
60643	FKC SOUTHSIDE	1
	Total	**156**

KIDNEY CARE CENTER SOUTH-DR. TAKSANDE
NEW PATIENTS REFERRED BY ZIP CODE & FACILITY

Patient Zip Code	Name of Facility	Number of Patients
60482	Davita Chicago Ridge	1
60418	Davita Palos Park	1
60617	Dialysis Care Center Beverly	2
60805	Dialysis Care Center Beverly	1
60620	Dialysis Care Center Beverly	1
60643	Dialysis Care Center Beverly	1
60633	Dialysis Care Center Beverly	1
60652	Dialysis Care Center Beverly	1
60628	Dialysis Care Center Oak Lawn	1
60478	Dialysis Care Center Oak Lawn	1
60652	Dialysis Care Center Oak Lawn	1
60619	FKC Southside	1
	Total	**13**

#20-027

DIALYSIS CARE CENTER, LLC
15801 S. Bell Road
Homer Glen, IL 60491
PH: 708-645-1000
FAX: 931-484-4701

June 23, 2020

VIA Federal Express

Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd floor
Springfield, Illinois, 62761
Attn: Michael Constantino

Re: Dialysis Care Center Western, LLC

Dear Ms. Avery,

I am submitting the enclosed application for consideration by the Illinois Health Facilities and Services Review Board. Please find the following:

1. An original and 1 copy of an application for permit to establish Dialysis Care Center Western, LLC, for an in-center hemodialysis facility to be located at 7733 S Western Ave, Chicago, IL, 60626
2. A filing fee of $2,500.00 payable to Illinois Department of Health.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions regarding the proposed project to establish an in-center hemodialysis facility.

Sincerely,

Asim M. Shazzad
Chief Operating Officer