ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
This Section must be completed for all projects.

Facility/Project Identification

Facility Name: ARA South Barrington Dialysis		
Street Address: 33 West Higgins Road, Suite 920-945		
City and Zip Code: South Barrington 60010		
County: Cook	Health Service Area: 7	Health Planning Area: A-11

Legislators

State Senator Name: Sen. Dan McConchie
State Representative Name: Rep. David McSweeney

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

Exact Legal Name: ARA - South Barrington Dialysis LLC d/b/a South Barrington Dialysis Center
Street Address: 33 West Higgins Road, Suite 920-945
City and Zip Code: South Barrington IL 60010
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 South LaSalle Street
Registered Agent City and Zip Code: Chicago, IL 60604
Name of Chief Executive Officer: Fauzia Javaid (Clinic Manager)
CEO Street Address: 33 West Higgins Road, Suite 920-945
CEO City and Zip Code: South Barrington IL 60010
CEO Telephone Number: (847) 783-4700

Type of Ownership of Applicants

☐ 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 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: Fauzia Javaid
Title: Clinic Manager
Company Name: ARA South Barrington Dialysis LLC
Address: 33 West Higgins Road, Suite 920-945, South Barrington IL 60010
Telephone Number: (847) 783-4700
E-mail Address: fjavaid@americanrenal.com
Fax Number: (847) 428-8400

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
This Section must be completed for all projects.

Facility/Project Identification

Facility Name: ARA South Barrington Dialysis		
Street Address: 33 West Higgins Road, Suite 920-945		
City and Zip Code: South Barrington 60010		
County: Cook	Health Service Area: 7	Health Planning Area: A-11

Legislators

State Senator Name: Sen. Dan McConchie
State Representative Name: Rep. David McSweeney

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

Exact Legal Name: American Renal Associates Holdings, Inc.
Street Address: 500 Cummings Center, Suite 6550
City and Zip Code: Beverly, MA 01915
Name of Registered Agent: The Corporation Trust Company
Registered Agent Street Address: 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, DE 19801
Name of Chief Executive Officer: Joseph A. Carlucci
CEO Street Address: 500 Cummings Center, Suite 6550
CEO City and Zip Code: Beverly, MA 01915
CEO Telephone Number: (978) 522-6496

Type of Ownership of Applicants

☐	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 they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Joseph A. Carlucci
Title: CEO
Company Name: American Renal Associates Holdings, Inc.
Address: 500 Cummings Center, Suite 6550
Telephone Number: (978) 522-6496
E-mail Address: jcarlucci@americanrenal.com
Fax Number: (978) 232-4015

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
This Section must be completed for all projects.

Facility/Project Identification

Facility Name: ARA South Barrington Dialysis		
Street Address: 33 West Higgins Road, Suite 920-945		
City and Zip Code: South Barrington 60010		
County: Cook	Health Service Area: 7	Health Planning Area: A-11

Legislators

State Senator Name: Sen. Dan McConchie
State Representative Name: Rep. David McSweeney

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

Exact Legal Name: IRC Superman Holdings, LLC
Street Address: 50 Kennedy Plaza, 12th Floor
City and Zip Code: Providence, RI 02903
Name of Registered Agent: Corporation Service Company
Registered Agent Street Address: 251 Little Falls Drive
Registered Agent City and Zip Code: Wilmington, DE 19808
Name of Chief Executive Officer: Nick Mendez
CEO Street Address: 3102 West End Avenue, Suite 1150
CEO City and Zip Code: Nashville, TN 37203
CEO Telephone Number: (615) 515-9880

Type of Ownership of Applicants

☐	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 they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Timothy Murphy
Title: Attorney
Company Name: Epstein Becker & Green, P.C.
Address: 1227 25th Street, NW | Washington, DC 20037
Telephone Number: 202.861.1861
E-mail Address: TMurphy@ebglaw.com
Fax Number: 202.861.3088

Additional Contact [Person who is also authorized to discuss the Application]

Name: Daniel J. Lawler
Title: Partner
Company Name: Barnes & Thornburg LLP
Address: One North Wacker Drive, Suite 4400, Chicago IL 60606-2833
Telephone Number: (312) 214-4861
E-mail Address: Daniel.lawler@btlaw.com
Fax Number: (312) 759-5646

Post Exemption Contact

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

Name: Fauzia Javaid
Title: Clinic Manager
Company Name: ARA South Barrington Dialysis LLC
Address: 33 West Higgins Road, Suite 920-945, South Barrington IL 60010
Telephone Number: (847) 783-4700
E-mail Address: fjavaid@americanrenal.com
Fax Number: (847) 428-8400

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Hanover South Barrington, LLC c/o Illinois Property Solutions, Inc.
Address of Site Owner: 1801 N. Mill Street, Suite E, Naperville IL 60563
Street Address or Legal Description of the Site: **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease**.
APPEND DOCUMENTATION AS <u>ATTACHMENT 2,</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

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

Exact Legal Name: ARA – South Barrington Dialysis LLC d/b/a South Barrington Dialysis Center
Address: 33 West Higgins Road, Suite 920-945, South Barrington IL 60010
☐ Non-profit Corporation ☐ Partnership ☐ For-profit Corporation ☐ Governmental ☒ Limited Liability Company ☐ Sole Proprietorship Other ☐

Operating Identity/Licensee after the Project is Complete

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

Exact Legal Name: ARA – South Barrington Dialysis LLC d/b/a South Barrington Dialysis Center
Address: 33 West Higgins Road, Suite 920-945, South Barrington IL 60010
☐ 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.**
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.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. 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.

The applicant facility is ARA – South Barrington Dialysis LLC d/b/a South Barrington Dialysis Center located at 33 West Higgins Road, Suite 920-945, South Barrington IL 60010. The applicant facility is indirectly owned by American Renal Associates Holdings, Inc., a Delaware corporation ("ARA"), a publicly-traded company.

On October 1, 2020, ARA entered into Agreement and Plan of Merger with Superman Merger Sub, Inc., a Delaware corporation ("Merger Sub") and a direct wholly owned subsidiary of IRC Superman Midco, LLC, a Delaware limited liability company ("IRC Midco"). As a result of the merger, Merger Sub will merge with and into ARA, with ARA as the surviving entity. As a result of the merger, ARA will become a wholly owned subsidiary of IRC Midco and the applicant facility will become an indirect subsidiary of IRC Midco. ARA is, and will continue to be after the completion of the proposed transaction, the indirect owner of the applicant facility.

IRC Midco is a wholly owned subsidiary of IRC Superman Holdings, LLC ("IRC Superman"). IRC Midco and IRC Superman are newly formed entities, and are affiliated with Nautic Partners, LLC and Innovative Renal Care, LLC. Nautic Partners VIII, L.P., Nautic Partners VIII-A, L.P., Nautic Partners IX, L.P. and Nautic Partners IXA, L.P. have committed to capitalize the IRC Midco with an aggregate equity contribution of up to $450 million, subject to the terms and conditions set forth in an equity commitment letter. Investment funds and accounts managed by HPS Investments Partners, LLC (the "Lenders") have agreed to provide IRC Midco and Merger Sub with committed debt financing in an aggregate principal amount of up to $515 million on the terms set forth in a debt commitment letter. The obligations of the Lenders to provide debt financing under the debt commitment letter are subject to customary terms and conditions. Through investment vehicles, the investment funds will have indirect ownership in IRC Superman, however, none of the investment funds will hold a 50% or more interest in the applicant facility.

The applicant facility will continue to exist and serve patients after the proposed transaction. The applicants anticipate closing the proposed transaction in the first quarter of 2021.

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 **NOT APPLICABLE (no land acquisition)**

Purchase Price: $_____

Fair Market Value: $_____

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes __ No _X_. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

_____

_____

_____

_____

_____

Anticipated exemption completion date (refer to Part 1130.570): As soon as practicable and no later than March 31, 2021.

State Agency Submittals

Are the following submittals up to date as applicable:

☐ Cancer Registry **NOT APPLICABLE.**

☐ APORS **NOT APPLICABLE.**

☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted **NOT APPLICABLE.**

☐ All reports regarding outstanding permits **NOT APPLICABLE.**

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

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*:

ARA – South Barrington Dialysis 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
Joseph A. Carlucci	
PRINTED NAME	PRINTED NAME
Manager	
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 5th day of October	Notarization: Subscribed and sworn to before me this _____ day of _____
Signature of Notary	Signature of Notary
Seal	Seal

VICTORIA LABRIOLA
MY COMM. EXPIRES JULY 18, 2025
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

*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:

- 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*:

ARA – South Barrington Dialysis 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
PRINTED NAME	PRINTED NAME SYED T KAMAL
PRINTED TITLE	PRINTED TITLE Manager
Notarization: Subscribed and sworn to before me this _____ day of _____	Notarization: Subscribed and sworn to before me this _____ day of _____
Signature of Notary	Signature of Notary
Seal	Seal

*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:

- 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*:

American Renal Associates Holdings, Inc.

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

Joseph A. Carlucci

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 8th day of October 2020

Signature of Notary

Seal

VICTORIA A. LABRIOLA
MY COMMISSION EXPIRES
JULY 16, 2025
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

*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:

- 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*:

American Renal Associates Holdings, Inc.

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
PRINTED NAME	PRINTED NAME SYED T KAMAL
PRINTED TITLE	PRINTED TITLE President
Notarization: Subscribed and sworn to before me this _____ day of _____	Notarization: Subscribed and sworn to before me this _____ day of _____
Signature of Notary	Signature of Notary
Seal	Seal

*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:

- 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*:

IRC Superman 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
Nick Mendez	Jon Sundock
PRINTED NAME	PRINTED NAME
CEO	General Counsel
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 8th day of October	Notarization: Subscribed and sworn to before me this 8th day of October
Signature of Notary	Signature of Notary
Seal	Seal

*Insert the EXACT legal name of the applicant

GARRISON D. WARREN III STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Commission Expires Jan. 4, 2021

GARRISON D. WARREN III STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Commission Expires Jan. 4, 2021

SECTION II. BACKGROUND.

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. 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. 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.

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, 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 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)

Transaction Type. Check the Following that Applies to the Transaction:

- ☐ Purchase resulting in the issuance of a license to an entity different from current licensee.
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☒ Stock transfer resulting in no change from current licensee.
- ☐ Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- ☐ Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- ☐ Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- ☐ Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- ☐ Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- ☐ Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- ☐ Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.

2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.

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

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X

1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X
1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X
APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION IV.CHARITY CARE INFORMATION

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 7.

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

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

INDEX OF ATTACHMENTS

ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	19 - 23
2	Site Ownership	24 - 41
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	42 - 44
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	45 - 47
5	Background of the Applicant	48 - 49
6	Change of Ownership	50 - 68
7	Charity Care Information	69

ATTACHMENT 1

TYPE OF OWNERSHIP OF APPLICANTS

Included with this attachment are:

1. The Certificate of Good Standing for the applicant facility.
2. The Certificate of Good Standing for American Renal Associates Holdings, Inc.
3. The Certificate of Good Standing for IRC Superman Holdings, LLC.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ARA-SOUTH BARRINGTON DIALYSIS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

3724859 8300

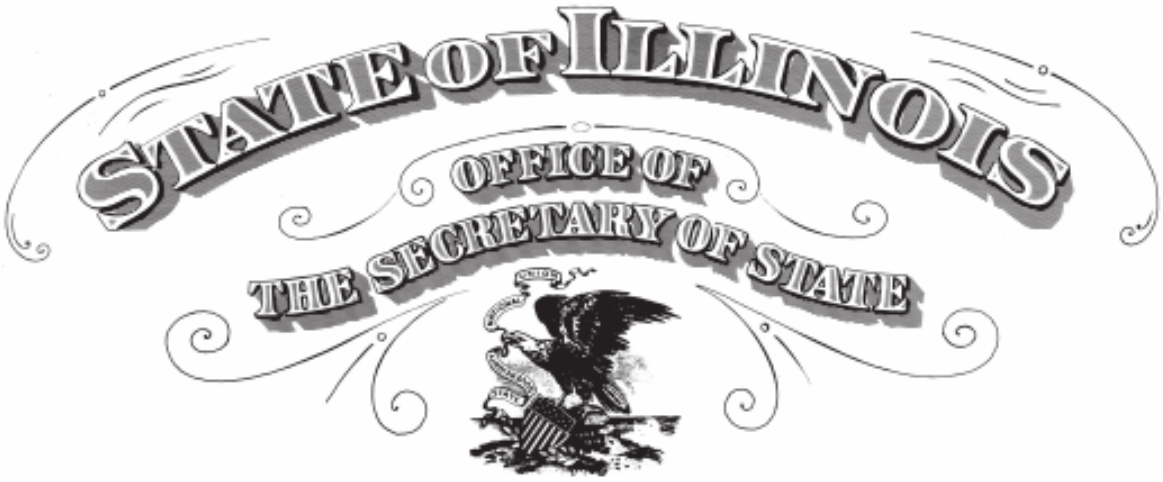
SR# 20207573531

Authentication: 203767521

Date: 09-30-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

File Number 0106117-8



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

ARA-SOUTH BARRINGTON DIALYSIS LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON DECEMBER 01, 2003, 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* 24TH *day of* SEPTEMBER *A.D.* 2020 .

Authentication #: 2026804518 verifiable until 09/24/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMERICAN RENAL ASSOCIATES HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

4801244 8300

SR# 20207596606

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203775781

Date: 10-01-20

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "IRC SUPERMAN HOLDINGS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "IRC SUPERMAN HOLDINGS, LLC" WAS FORMED ON THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

3755983 8300

SR# 20207563836

Authentication: 203764403

Date: 09-30-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

ATTACHMENT 2

SITE OWNERSHIP

The site ownership will remain the same following the transaction. The applicant ARA – South Barrington Dialysis LLC leases the premises from Hanover South Barrington, LLC, c/o Illinois Property Solutions, Inc. Copies of the Lease Agreement dated June 1, 2004 and the Amendment to Lease Agreement dated February 20, 2019 are included with this Attachment.

ORIGINAL

THIS INDENTURE, made as of June 1, 2004, Witness:

STONEGATE PROPERTIES INC., Lessor
hereby leases to

ARA South Barrington Dialysis LLC, Lessee
and the Lessee lets the PREMISES, known as Suite #s 920, 925, 930, 935, 940, and 945 as shown on the plan attached hereto as Exhibit A, consisting of approximately Four Thousand Seven Hundred usable square feet of space located at:

SOUTH BARRINGTON OFFICE CENTRE
33 W. HIGGINS ROAD
SOUTH BARRINGTON, ILLINOIS 60010

Cook County, Illinois, for the term of: ten (10) Years commencing June 1, 2004, and ending May 31, 2014, unless sooner terminated as provided herein, to be occupied and used by the Lessee for use as an outpatient kidney dialysis center and related uses including medical and administrative offices.

In consideration thereof, the Parties Covenant and Agree:

1. RENT: Lessee shall pay to Lessor, coin or currency which, at the time or times of payment is legal tender for public and private debts in the United States of America at: 2500 W. Higgins Road, Suite 400, Hoffman Estates, Illinois 60195, or elsewhere as designated from time to time by Lessor's written notice, (a) the sum of: Seven Hundred sixty-seven Thousand Seven Hundred Sixty Dollars ($767,760.00) in installments as follows:

Beginning on December 1, 2004,: Twelve (12) equal monthly installments of Five Thousand Five hundred thirty-four Dollars ($5,534.67) each,
followed by Twenty-Four (24) equal monthly installments of Five Thousand seven Hundred sixty-eight and 00/100 Dollars ($5,768.00) each,
followed by Twelve(12) equal monthly installments of Six Thousand one Dollars 33/100 ($6,001.33) each,
followed by Twelve (12) equal monthly installments of Six Thousand two Hundred Thirty-four and 67/100 Dollars ($6,234.67) each,
followed by Twelve (12) equal monthly installments of Six Thousand four Hundred Sixty-eight Dollars ($6,468.00) each,
followed by Twelve (12) equal monthly installments of Six Thousand seven hundred one Dollars and 33/100 ($6,701.33) each,
followed by Twelve (12) equal monthly installments of Six Thousand nine Hundred thirty-four and 67/100 Dollars ($6,934.67) each,
followed by Twelve (12) equal monthly installments of Seven Thousand one Hundred sixty-eight and 00/100 Dollars ($7,168.00) each,
followed by Twelve (12) equal monthly installments of Seven Thousand four Hundred one Dollars and 33/100 ($7,401.33) each.

The rent payable hereunder shall be payable in advance promptly, on the first day of every calendar month of the term and at the current rate for fractions of a month if the term shall be terminated on any day other than the last day of any month; (b) all other sums payable hereunder within ten days after Lessor renders statements of account therefor, and (c) interest at 12% per year from the date of each obligation until paid; all of which sums and the interest thereon constitute Rent accruing hereunder.

2. LESSOR'S TITLE: Lessor's title is and always shall be paramount to the title of Lessee; and nothing herein contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.

3. CERTAIN RIGHTS RESERVED TO THE LESSOR: The Lessor reserves the following rights: (a) during the last ninety days of the term or any part thereof, if during or prior to that time the Lessee vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy; (b) to exhibit the premises to others and to display "For Rent" signs on the premises; (c) to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the premises or the Building or the Lessor's interest, or as may be necessary or desirable in the operation of the Building.

The Lessor may enter upon the premises and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Lessee's possession and without being liable in any manner to the Lessee, provided that Lessor shall provide not less than twenty-four hours advance written notice to Lessee and shall enter the premises outside of Lessee's normal business hours unless Lessor requires access to the Premises on an emergency basis.

4. WAIVER OF CLAIMS: To the extent permitted by law, and except as a result of the breach by Lessor of its obligations hereunder, the Lessee releases the Lessor and the Lessor's agents and servants from and waives all claims for damage to person or property sustained by the Lessee or any occupant of the Building or premises resulting from the Building or premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person, including the Lessor's agents and servants. This Section 4 shall apply especially, but not exclusively, to broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect to the Lessee or of other tenants, occupants or servants in the Building or of any other person, and whether such damage be caused or result from any thing or circumstance above mentioned or referred to, or any other circumstance whether of a like nature or of a wholly different nature. If any such damage, whether to the demised premises or to the Building or any part thereof, or whether to the Lessor or to other tenants in the Building, result from any act or neglect of the Lessee, the Lessor may, at the Lessor's option repair such damage and the Lessee shall, upon demand by the Lessor, reimburse the Lessor forthwith for the total cost of such repairs. The Lessee shall not be liable for any damages caused by its act or neglect if the Lessor or a tenant has recovered the full amount of the damages from insurance and the insurance company has waived in writing its right of subrogation against the Lessee. All property belonging to the Lessee or any occupant of the premises that is in the Building or the premises shall be there at the risk of the Lessee or other person only and the Lessor shall not be liable for damage thereto or theft or misappropriation thereof.

5. HOLDING OVER: If the Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, the Lessee shall pay the Lessor rent at one hundred twenty percent (120%) of the applicable rate specified in Section 1 for the time the Lessee thus remains in possession. If the Lessee remains in possession of the premises or any part thereof, after the termination of the term by lapse of time or otherwise, such holding over shall, at the election of the Lessor expressed in a written notice to the Lessee and not otherwise, constitute a renewal of this lease at a rental rate equal to twenty percent (20%) over the rental rate per year for the prior year. The provisions of this Section do not waive the Lessor's rights of reentry or any other right hereunder.

right hereunder.

6. ASSIGNMENT AND SUBLETTING: Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow any transfer or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any part thereof; (d) permit the use or occupancy of the premises or any part thereof by any one other than Lessee, except that the Lessee may sublease after obtaining the approval of the Lessor in writing, which approval shall not be unreasonably withheld. Any attempt to sublet the premises or any use of the premises by anyone other than Lessee, not in accordance with the requirements of the paragraph, shall terminate this Lease. Any subletting of the premises at an increase of the rental over the rental as provided for in this Lease shall be due and payable to Lessor only. Any monies received by Lessee resulting from the subletting of the premises shall inure to and be due payable to Lessor only.

7. CONDITION OF PREMISES: Lessee's taking possession shall be conclusive evidence as against Lessee that the premises were in good order and satisfactory condition when Lessee took possession. No promise of Lessor to alter, remodel or improve the premises of the Building and no representation respecting the condition of the premises or the Building have been made by Lessor to Lessee, unless the same is contained herein, or made a part thereof. At the termination of this lease by lapse of time or otherwise, Lessee shall return the premises in as good condition as when Lessee took possession, ordinary wear and loss by fire excepted, failing which Lessor may restore the premises to such condition and Lessee shall pay the cost thereof, provided, however, that Lessee shall not be required to remove any alterations to the Premises at the end of the Term of this Lease which were approved by Lessor unless Lessor so indicates in writing at the time it approves such alterations.

[The space between paragraphs 7 and 8 is intentionally left blank.]

8. CONSTRUCTION BY TENANT: All work shown on Lessee's plans other than that to be performed by Lessor is to be done by Lessee in a good and workmanlike manner, free of all mechanic lien claims (unless bonded over by Lessee), by bonded contractors, licensed to do business in Cook County, Illinois, and shall be performed at Lessee's expense and in accordance with the prototype plans entitled Lessee's Work and attached hereto as Exhibit A. Lessee agrees, at its sole cost and expense, to prepare and deliver to Lessor, for Lessor's approval which shall not be unreasonably withheld or delayed, one complete set of plans and specifications (including engineering, mechanical, plumbing and electrical work, if applicable) covering Lessee's Work, which shall be in accordance with the prototype plans attached hereto as Exhibit A and in compliance with and all applicable statues, ordinance, rules, regulations and codes. If Lessor does not respond within fourteen (14) calendar days to Lessee's request for Lessor's consent to plans for Lessee's Work, Lessor shall be deemed to have consented to such proposed alterations. In the event Lessor shall notify Lessee that Lessee's plans and specifications are not approved Lessee shall have 15 days from the date of Lessor's disapproval to revise the plans and specifications and resubmit them to Lessor for Lessor's approval. Following the completion of the Lessee's alterations and upon receipt of final waivers, certifying that the work for the premise has been completed and that there are no liens on the property, Lessor shall reimburse Lessee within 45 days for expenses and alternations to the premises by Lessee in an amount equal to such expenses but not to exceed $102,000.

9. USE OF PREMISES:

(a) The Lessee shall occupy and use the premises during the term for use as an outpatient kidney dialysis center and related uses including medical and administrative offices and for no other purpose.

(b) Unless specifically provided herein and then only upon strict compliance with such provisions, Lessee shall not manufacture, distribute, store, sell or give away any alcoholic liquor, as defined in the Illinois Liquor Control Act approved January 31, 1934 as amended, or any other statute of the State of Illinois or ordinance of any other municipal authority having jurisdiction over the subject premises regulating the manufacture, distribution, storage, selling or giving away of alcoholic liquor.

(c) The Lessee will not make or permit to be made any use of the premises which, directly or indirectly is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations.

(d) Lessee shall not display, install, inscribe, paint or affix any sign, picture, advertisement or notice outside the premises of the Building except in such place or places and of such color, size, design, style and material which shall have advance written approval by Lessor.

6. ASSIGNMENT AND SUBLETTING: Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow any transfer or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any part thereof; (d) permit the use or occupancy of the premises or any part thereof by any one other than Lessee, except that the Lessee may sublease after obtaining the approval of the Lessor in writing, which approval shall not be unreasonably withheld. Any attempt to sublet the premises or any use of the premises by anyone other than Lessee, not in accordance with the requirements of the paragraph, shall terminate this Lease. Any subletting of the premises at an increase of the rental over the rental as provided for in this Lease shall be due and payable to Lessor only. Any monies received by Lessee resulting from the subletting of the premises shall inure to and be due payable to Lessor only.

7. CONDITION OF PREMISES: Lessee's taking possession shall be conclusive evidence as against Lessee that the premises were in good order and satisfactory condition when Lessee took possession. No promise of Lessor to alter, remodel or improve the premises of the Building and no representation respecting the condition of the premises or the Building have been made by Lessor to Lessee, unless the same is contained herein, or made a part thereof. At the termination of this lease by lapse of time or otherwise, Lessee shall return the premises in as good condition as when Lessee took possession, ordinary wear and loss by fire excepted, failing which Lessor may restore the premises to such condition and Lessee shall pay the cost thereof, provided, however, that Lessee shall not be required to remove any alterations to the Premises at the end of the Term of this Lease which were approved by Lessor unless Lessor so indicates in writing at the time it approves such alterations.

8. ALTERATIONS: ~~Lessee shall not make any alterations in or additions to the premises without the Lessor's advance written consent in each and every instance, which consent shall not be unreasonably withheld or delayed. If Lessor does not respond within fourteen (14) calendar days to Lessee's request for Lessors' consent to plans for alterations to the premises, then Lessor shall be deemed to have consented to such proposed alterations. Lessor shall reimburse Lessee for alterations to the premises by Lessee in an amount equal to One Hundred Two Thousand Six Hundred ($102,600). Following the completion of the Lessee's alterations, Lessor shall pay such amount to Lessee within forty-five (45) days after receipt of invoices for such alterations and Lessee's certification that the work has been completed and that there are no liens on the property as a result of such work. If Lessor consents to such alterations or additions before commencement of the work or delivery of any materials to the premises or into the Building, Lessee shall furnish Lessor with plans and specifications, names and addresses of contractors, necessary permits and waivers of lien against any and all claims, costs, damages, liabilities, and expenses which may arise in connection with the alterations or additions other than liabilities and expenses resulting from Lessor's negligence or breach of this Lease. Whether Lessee furnishes Lessor the foregoing or not, Lessee hereby agrees to hold Lessor harmless from any and all liabilities of every kind and description which may arise out of or to be connected in any way with said alterations or additions other than liabilities and expenses resulting from Lessor's negligence or breach of this Lease. Before commencing any work in connection with alterations or additions, Lessee shall furnish Lessor with certificates of insurance from Lessee's general contractor insuring Lessor against any and all liabilities which may arise out of or be connected in any way with said additions or alterations other than liabilities and expenses resulting from Lessor's negligence or breach of this Lease. Upon completing any alterations or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final waivers of lien covering all labor and materials expended and used. All alterations and additions shall comply with all ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used. Lessee shall permit Lessor to inspect Lessee's alterations and additions provided that such inspections do not interfere with the completion of such alterations or additions. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the premises, whether placed there by Lessee or Lessor, shall, unless Lessor requested their removal when installed on the premises, become Lessor's property and shall remain upon the premises at the termination of this lease. If, upon Lessor's request, Lessee does not remove additions, hardware, non-trade fixtures and improvements that it is required to remove, Lessor may remove the same and Lessee shall pay the cost of such removal to Lessor upon demand. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of every kind of description from the premises prior to the end of the term, however, ended, Lessee shall be entitled to remove such property and store it at Lessee's cost.~~

8. **Construction by Tenant.** All work shown on Lessee's plans other than that to be performed by Lessor is to be done by Lessee in a good and workmanlike manner, free of all mechanic lien claims (unless bonded over by Lessee), by bonded contractors, licensed to do business in Cook County, Illinois, and shall be performed at Lessee's expense and in accordance with the outline specifications set forth in the schedule entitled Lessee's Work and attached as Exhibit D. Lessee agrees that within 10 days from date hereof, at its sole cost and expense, to prepare and deliver to Lessor, for Lessor's approval, four complete sets of plans and specifications (including engineering, mechanical, plumbing and electrical work, if applicable) covering Lessee's work, which shall be in accordance with the prototype plans identified Exhibit D attached hereto and in compliance with and all applicable statues, ordinance, rules, regulations and codes. In the event Lessor shall notify Lessee that Lessee's plans and specifications are not approved Lessee shall have 15 days from the date of Lessor's disapproval to revise the plans and specifications and resubmit them to Lessor for Lessor's approval. Following the completion of the Lessee's alterations and upon receipt of final waivers, certifying that the work for the premise has been completed and that there are no liens on the property, Lessor shall reimburse Lessee within 45 days for expenses and alternations to the premises by Lessee in an amount equal and not to exceed $102,000.

9. USE OF PREMISES:

(a) The Lessee shall occupy and use the premises during the term for use as an outpatient kidney dialysis center and related uses including medical and administrative offices and for no other purpose.

(b) Unless specifically provided herein and then only upon strict compliance with such provisions, Lessee shall not manufacture, distribute, store, sell or give away any alcoholic liquor, as defined in the Illinois Liquor Control Act approved January 31, 1934 as amended, or any other statute of the State of Illinois or ordinance of any other municipal authority having jurisdiction over the subject premises regulating the manufacture, distribution, storage, selling or giving away of alcoholic liquor.

(c) The Lessee will not make or permit to be made any use of the premises which, directly or indirectly is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations.

(d) Lessee shall not display, install, inscribe, paint or affix any sign, picture, advertisement or notice outside the premises of the Building except in such place or places and of such color, size, design, style and material which shall have advance written approval by Lessor.

Lessee shall have access to the leased premises twenty-four (24) hours per day, three hundred sixty-five days per year.

At the request of Lessor, Lessee shall remove any and all signs, pictures, advertisements and notices which Lessor shall consider objectionable or injurious to the Building or premises. Lessee hereby agrees to install at Lessee's expense, a sign bearing the name of Lessee's firm, made of plastic letters, or similar material on the glass of the door, or on the glass panel above the entryway in a manner reasonably satisfactory to Lessor. Lessee further agrees that upon the termination of this lease Lessee will remove this sign and restore the glass to its former condition. (e) The Lessee shall not advertise the business, profession or activities of the Lessee conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and shall not use the name of the Building for any purpose other than that of business address of the Lessee. (f) The Lessee shall not obstruct, or use for storage, or for any purpose other than ingress or egress, the sidewalks, entrances, passages, or courts of the Building. (g) No dog (other than as required for assistance of blind persons) or other animal or bird shall be brought or permitted to be in the Building or any part thereof. (h) The Lessee shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the premises, and shall not create or maintain a nuisance thereon, and shall not distribute, solicit, or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building. (i) Lessee shall keep all windows of the premises clean. (j) The Lessee shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw or permit to be thrown or dropped any article from any window of the Building. (k) Lessee shall maintain temperature in the premises high enough to prevent from freezing of water in plumbing fixtures and all other damage caused by low temperature, including both damage to Lessor and to any other tenant of the Building.

10. REPAIRS: Lessee shall, at Lessee's own expense, keep the premises in good order, condition and repair during the term, including the replacement of all broken glass, no matter how the same may be broken, with glass of the same size and quality with signs thereon. If Lessee does not make repairs promptly and adequately, Lessor may, but need not, make repairs and Lessee shall upon Lessor's demand, pay the cost thereof. At any time or times, Lessor either voluntarily or pursuant to governmental requirement, may at the Lessor's own expense, make repairs, alterations or improvements in or to the Building or any part thereof, including the premises, and, during operations may close entrances, doors, all without any liability to Lessee by reason of interference, inconvenience or annoyance provided that Lessee and its employees and patients continue to be able to freely enter and exit the leased premises. Lessor shall not be liable to Lessee for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley except as a result of Lessor's negligence or breach of this Lease. Lessee shall comply with the requirements and recommendations of Fire Department and Building Department.

11. INSURANCE: Lessee shall not permit any use of the premises which may increase the premium cost of or future policy of insurance carried on the Building or covering its operation or carried on the premises or any part or appurtenance thereof which may increase the premium cost of or invalidate any present or future policy of insurance carried by any other tenant of the Building. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning the changes in Lessee's use of the premises which will avoid invalidating or increasing the premium cost of any policy of insurance written by such company or companies. If the installation of equipment or devices for health or safety is required to avoid invalidating or increasing the premium cost of any policy of insurance, Lessor may install the same in the premises or elsewhere and Lessee shall pay the cost thereof to Lessor upon demand. Lessee shall, upon demand, pay to Lessor or to any tenant of the Building as the case may be, the increased premium cost of any policy of insurance and any and all other damages resulting from Lessee's act or neglect in violation of the section.

The Lessee will not make or permit to be made any use of the premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations.

12. FLOOR LOADING: Not applicable.

13. CARPETING. Not applicable.

14. PRIOR OCCUPANCY: If Lessee shall occupy the premises prior to the term of this lease with Lessor's consent, all the provisions of this lease shall be in full force and effect as soon as Lessee occupies the premises.

15. LESSOR'S REMEDIES: All rights and remedies of the Lessor herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) If any voluntary or involuntary petition or similar pleading under any section or sections of any of any bankruptcy act shall be filed by or against the Lessee, or any voluntary proceedings in any court or tribunal shall be instituted to declare the Lessee insolvent or unable to pay the Lessee's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within twenty days from the date it is filed, the Lessor may elect, but is not required, and with or without notice of such election, and, with or without entry or other action by the Lessor, to forthwith terminate this lease, and, notwithstanding any other provision of this lease, the Lessor shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the rent specified in Section 1 of this lease for the residue of the stated term hereof, less the fair rental value of the premises for the residue of the stated term.

(b) If the Lessee defaults in the payment of rent, and Lessee does not cure the default within five (5) days, or if the Lessee defaults in the prompt and full performance of any other provisions of this lease, and the Lessee does not cure the default within five (5) days, unless default involves a hazardous condition which shall be cured forthwith, or if the leasehold interest of the Lessee be levied upon under execution and is not cured forthwith, or if the leasehold interest of the Lessee be levied upon under execution or be attached by process of law, or if the Lessee makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of the Lessee, then and in any such event the Lessor may, if the Lessor so elects but not otherwise, and with or without notice of such election and with or without demand whatsoever, either forthwith terminate this lease and the Lessee's right to possession of the premises, or without terminating this lease, forthwith terminate Lessee's right to possession of the premises.

(c) Upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of the Lessee's right to possession with termination of the lease, the Lessee shall surrender possession and vacate premises immediately, and deliver possession thereof to the Lessor, and hereby grants to the Lessor full and free license to enter into and upon the premises in such event with or without process of law and to repossess the Lessee of the premises as of the Lessor's former estate and to expel or remove the Lessee and any other who may be occupying or within the premises and to remove any and all property therefrom, using

such force as may be necessary without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing the Lessor's rights to rent or any other right given to the Lessor's hereunder or by operation of Law.

(d) If Lessor elects to terminate Lessee's right to possession only, without terminating the lease, Lessor may at Lessor's option enter into the premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as in Paragraph (c) of this Section provided, without such entry and possession terminating the lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay the rent hereunder for the full term, and in any such case Lessee shall pay forthwith to Lessor a sum equal to the entire amount of the rent reserved under provision (a) of Section 1 of this lease for the residue of the stated term plus any other sums then due hereunder. Upon and after entry into possession without termination of the lease, Lessor shall use commercially reasonable efforts to relet the premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessor in Lessor's reasonable discretion shall determine; provided however, that Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting. In any case, Lessor may make repairs, in or to the premises to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand pay the cost thereof together with Lessor's expenses of the reletting. If the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay monthly the full amount of the rent reserved in this lease, together with the cost of repairs, alterations, additions, redecorating and Lessor's expenses, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein, together with the costs and expenses of Lessor, Lessor at the end of the stated term of the lease, shall account for the surplus of Lessee.

(e) Any and all property which may be removed from the premises by the Lessor pursuant to the authority of the Lease or of law, to which the Lessee is or may be entitled, may be handled, removed or stored by the Lessor at the risk, cost and expense of the Lessee and the Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. The Lessee shall pay to the Lessor, upon demand any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Lessor's possession or under Lessor's control. Any such property of the Lessee not removed from the premises or retaken from storage by the Lessee within thirty days after the end of the term, however, terminated, shall be presumed to have been conveyed by the Lessee to the Lessor under this lease as bill of sale without further payment by the Lessor to the Lessee.

(f) Lessee shall pay upon demand all Lessor's costs, charges and expenses, including the fees of counsel, agents and others retained by Lessor, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

16. NOTICES: In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be sufficient (a) to deliver or cause to be delivered to the Lessee a written or printed copy thereof, or (b) to send a written or printed copy thereof by United States certified or registered mail, postage prepaid, addressed to the Lessee at the demised premises, in which event the notice of demand shall be deemed to have been served at the time the copy is posted, or (c) to leave a written or printed copy thereof with some person above the age of ten years in possession of the demised premises or to affix the same upon any door leading into the demised premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed. All notices or demands shall be signed by or on behalf of the Lessor. Notices to be served upon Lessor by Lessee shall be in writing, sent by Registered Mail, Return Receipt Requested, through the U.S. Mail in an envelope properly stamped, sealed to Lessor, c/o 2500 W. Higgins Road, Suite 400, Hoffman Estates, Illinois 60195, other name or address which Lessor may in writing from time to time notify Lessee.

17. MISCELLANEOUS:

(a) No receipt of money by Lessor from Lessee after the termination of this lease or after final judgement for possession of the premises shall reinstate, continue or extend the term of this lease or affect any notice, demand or suit.

(b) No waiver or any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent herein stated. The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provision.

(c) In the absence of fraud, no person firm or corporation, or the heirs, legal representatives, successors and assigns, respectively, thereof, executing this lease as agent, trustee, or in any other representative capacity shall ever be deemed to be held individually liable hereunder for any reason or cause whatsoever.

(d) The words "Lessor" and "Lessee" wherever in this lease shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor or Lessee, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(e) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by Lessor, in the event of variation or discrepancy, Lessor's duplicate shall control.

(f) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives and successors, and assigns in the event this has been assigned with the express written consent of Lessor.

(g) Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument becomes effective as a lease upon execution and delivery by both Lessor and Lessee.

(h) Provisions typed on the face of this lease and signed by Lessor and Lessee and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease as though inserted in this section.

(i) The headings of sections are for convenience only and do not limit or construe the contents of the sections.

18. Lessee shall at his own expense furnish all such services and utilities as are required for the premises, including but not limited to heat, water, gas and electricity, which shall be separately metered. Lessor shall provide five (5) units of HVAC equipment providing 14 tons of capacity, 400 amp electrical service, one to one and one half inch water service, and Lessor shall keep the equipment and appurtenances necessary for the furnishing of said services and utilities in good condition, maintenance and repair.

The cost of such services, utilities and repair shall be billed directly to Lessee by the company furnishing the same. Should Lessee fail to pay all or any part of any such billing Lessor may, at its sole option at anytime after the same becomes due and owing, pay said billing and the amount thereof shall be deemed so much additional rental due and owing with the next rental installment due hereunder or upon demand. In no event other than Lessor's negligence shall Lessor be liable to Lessee for any damage whatsoever by reason of any interruption of any service aforedescribed for whatsoever reason or cause, nor shall upon interruption be deemed and eviction or disturbance of Lessee's use and possession of the premises nor relieve Lessee from performance of any of its obligations under this lease.

19. Lessee, its employees, agents and invitees, shall have the non-exclusive right to use in common with Lessor, its agents, employees and invitees, the Lessees of other premises within the building, their agents, servants, employees and invitees, and all other persons authorized by Lessor or the agents of Lessor, any driveways or parking areas which from time to time may be upon the land upon which the Building is located and be so designed and made available for such use by Lessor. The use of such driveways and parking areas shall at all times conform with any and all rules and regulations relative thereto that Lessor may from to time to time establish. Further nothing shall be done by Lessee, its employees, agents or invitees to obstruct to interfere with the use of said driveways, parking areas by other authorized persons or vehicles. Such co-extensive use by Lessee, its employees, agents and invitees shall automatically cease upon the termination of expiration of this lease or the Lessee's right to possession of the premises.

Lessee agrees to indemnify and hold harmless Lessor, its agents, servants and employees, from and against claims for loss or damage of whatsoever nature and howsoever caused resulting from the use of said driveways and parking areas by Lessee, its employees, agents licensee or invitees. Lessee expressly waives and releases Lessor, its employees, servants and agents from any and all liability for any loss, damage, injury or claim therefor of whatsoever kind of nature and howsoever caused, resulting or alleged to have resulted from the use of the aforesaid driveways or parking areas by any person or persons whose use thereof was authorized or unauthorized, other than by reason of Lessor's negligence or Lessor's failure to satisfy its obligations under this Lease.

20. Any and all references to the Building shall be deemed to also include the land upon any part of which the Building is situated, including but not limited to the driveways and parking areas thereon to which co-extensive use has been granted Lessee hereunder.

21. UNTENANTABILITY: If by fire or other casualty the Premises are rendered totally or partially untenantable, Lessor may elect to terminate this lease as of the date of the fire of casualty by notice to Lessee within forty-five (45) days after said fire or casualty; or to repair, restore and rehabilitate the premises within one hundred twenty (120) days after Lessor is enabled to take possession of the injured premises and undertake construction or repairs. If Lessor elects to repair, restore or rehabilitate the premises and does not substantially complete the work relative to the premises so as to render the premises tenantable within the aforedescribed 120-day period, Lessor shall have no liability to Lessee therefor but either party may terminate this lease by notice to the other party not later than one hundred thirty (130) days after Lessor is enabled to take possession of the injured premises and undertake the construction and repairs, in which event this lease shall terminate as of the date of delivery of said notice of termination. However, if the untenantability was a result of the negligence of Lessee, its servants, agents or employees, or of the operation of Lessee's business or its use of the premises, then Lessee shall not have the right of termination aforeprovided.

If the lease is terminated as provided in this section, rental shall be prorated on a per diem basis to the effective date of the termination. In no event shall any such termination relieve a party of any liability therefore accrued of which by the terms of this lease, shall continue after termination. If the said Lease is not terminated within the time and in the manner aforedescribed, the repairs and restoration shall be completed as soon as is reasonably possible thereafter.

22. EMINENT DOMAIN: If any part of the Building or the land upon which the Building stands shall be taken or condemned by any competent authority for any public use or purpose: If such part of the Building or land so taken or condemned includes all of the premises, the term of this lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose,. Current rent shall be apportioned as of the date of such termination.

If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building or the land on which the Building stands, Lessor shall have the right to cancel this lease upon not less than ninety days notice prior to the date of cancellation designated in the notice. No money or other consideration, other that the consideration provided by this lease shall be payable by Lessor to Lessee for any election to cancel as provided in this paragraph, and Lessee shall have the right to share in the condemnation award to the extent of the value of the improvements to the premises funded by Lessee whether or not Lessor elects to exercise any right to cancel said lease as aforedescribed or whether or not said lease is so canceled and terminated.

23. Lessee covenants and agrees that it will protect, save and keep Lessor forever harmless and indemnified against and from any penalty, damage, or charges imposed for any violation of any laws or ordinances, whether occasioned by Lessee's neglect or those holding under Lessee, and that Lessee will at all times protect, indemnify, save and keep harmless Lessor against and from any and all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises or out of or from the use of any of the driveways or parking areas by Lessee, its agents, servants or invitees, or which are claimed to be directly or indirectly the result of all or any part of the premises or structure thereon, or appurtenances or equipment thereof, or by reason of the condition, maintenance, use or operation of any of the foregoing (other than the negligence of Lessor or its failure to satisfy its obligations under this Lease), or the conduct or any business in or upon said Premises, causing injury to any person whomsoever, including but not limited to agents and employees for the Lessee or to any property whatsoever, including but not limited to any loss, cost, damage or expense arising out of the loss of use of any property, real or personal. Lessee further covenants and agrees that it will protect, indemnify, save and keep harmless the Lessor against and from any and all claims against and from any loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions thereof.

24. This Lease and the rights of Lessee pursuant hereto are, and at all times shall remain, subject and subordinate to the lien of any first mortgage now or hereafter placed upon the Land and Building. Upon request of the Holder of a first mortgage of Land or Building, Lessee shall agree, in writing, that any action taken by such mortgagee, to enforce such mortgage by reason of default thereunder, shall not terminate this lease or invalidate or constitute a breach of any of the terms thereof. In the event any such mortgagee shall succeed to the title of Landlord, by Deed in lieu of Foreclosure, or if such mortgage shall be foreclosed, Lessee shall, at the request of the mortgagee (or any grantee of mortgagee, in the event of a Deed in Lieu of Foreclosure) attorn to such mortgagee, or the grantee of such mortgagee, or to the purchaser at any foreclosure sale, as the case may be, and execute instruments as may be necessary or required provided that such mortgagee or grantee of such mortgagee enters into a mutually acceptable non-disturbance agreement with Lessee.

25. If any mortgagee or committed financier of Lessor should require, as a condition precedent to the closing of any loan or the disbursal of any money under the loan, that this Lease be amended or supplemented in any manner, Lessor shall give written notice thereto to Lessee, which notice shall be accompanied by a Lease Supplement Agreement embodying such amendments and supplements. Lessee shall, within ten (10) days after the effective date of Lessor's notice, either consent to such amendments and supplements (which consent shall not be reasonably withheld) and execute the tendered Lease Supplement Agreement, or deliver to Lessor a written statement of it reason or reasons for refusing to so consent and execute. Notwithstanding the aforesaid provisions, Lessee shall have the right to quiet enjoyment of the premises, if Lessee complies fully with all terms and conditions of this Lease.

26. Lessee covenants and agrees that it will, at its own expense, obtain and maintain throughout the term of this lease, including any extension thereof, public liability insurance indemnifying and protecting the Lessor as well as the Lessee and the agents, servants and employees of both, against loss, suits or claims for damage and damages, including exemplary damages and including, but not limited, to any loss or damage resulting from the loss of use of any property, real or personal, claimed to be directly or indirectly, in whole or in part, the result of any of the following: the condition, maintenance, operation or use of the premises, or any part thereof, or any appurtenances or equipment thereof, or the use by Lessee or any of its agents, employees or invitees, of any driveways or parking areas to which Lessee has co-extensive use hereunder; the conduct of any business of the Premises or by the aforesaid parties on said driveways or parking areas aforedescribed; or any act, omission or accident in or about the Premises. Said insurance shall indemnify and protect all of the said parties in the manner aforedescribed whether or not any of foregoing risks protected against are due or alleged to be due to any act or neglect of Lessee, Lessor and occupant of any portion of the Premises, or of any other premises in the Building, or any agent, employee or servant of any of the foregoing, or by reason of any person's property in and upon the Premises. Said insurance policy or policies shall have a minimum limit of $300,000.00 for bodily injury per occurrence and a minimum limit of property damage (which includes but it not limited to, any loss or damages alleged to have resulted from the loss of any property, real or personal) of $200,000.00.

The policy aforedescribed shall be written by responsible companies authorized to do business in the State of Illinois, shall be in the usual form and customary use in Cook County Illinois, as issued by the insurance companies covering the hazards hereinabove set forth, and shall not be cancelable or terminated without reasonable notice to Lessor. A memorandum or duplicate of each insurance policy required hereunder or certificates of insurance evidencing such policies shall be delivered to Lessor prior to Lessee's taking possession of the demised premises, and thereafter, prior to any termination date of any then existing policy or policies, and are to be held by Lessor or its designee. Should Lessee fail to procure or maintain in full force and effect as hereinbefore required, any or all of the insurance obligated to be obtained by Lessee, or fail to timely deliver a certificate of insurance or duplicate of any such policy to Lessor or its designee, Lessor may, at its own option, procure such insurance and collect the cost thereof from Lessee either upon Lessor's demand or in the next ensuing rent payment date thereafter, in which case, the same shall become a part of rent due and payable. Lessee's agreement to indemnify and hold harmless the Lessor as provided in this lease, shall not be deemed limited by the amount of coverage contained in the insurance required to be maintained by Lessee under the provisions of this paragraph.

27. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this lease in connection with the leased premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

28. Whether or not the following is expressly provided in any paragraph of this lease, it is agreed and understood that all of the Lessee's covenants, warranties, indemnities and obligations to Lessor and all Lessee's waivers and releases of damages and liability and all protections and rights of the Lessor contained in and provided by any of the provisions of this lease shall be deemed covenants, warranties, indemnities and obligations to, and waivers, releases, protections and right of, extending to, the agent executing this lease, the beneficiaries of Chartar Bank & Trust Company of Illinois Trust No. #1474, the Trustee thereof in both its individual and trust capacities, any person or entity who at any time during the period of this demise, or any extension thereof, holds any beneficial interest in the aforesaid trust or in any other trust holding legal title to all or any part of the premises, the Building or the land upon any part of which the Building is situated, or any subsequent holder of all or any part of the equitable or legal title to any of the foregoing, and to any assignees of any of the persons or entities aforedescribed.

29. Without otherwise restricting or limiting the obligation of Lessee for repairs and maintenance of the premises as in the Lease described, Lessor agrees that it will at its cost and after reasonable written notice from Lessee make necessary structural repairs to the roof and exterior walls of the premises and the parking areas and walkways serving the premises as soon as is reasonably practicable after the receipt of written notice from Lessee that such repairs are necessary, unless the same has been damaged by any act or neglect of Lessee or of any of Lessee's agents, servants or employees or in the operation of Lessee's business, in which case Lessee shall make said repairs at its expense.

For this purpose, any common wall connecting the premises with any other premises in the Building shall be deemed an exterior wall, and all provisions of the Lease relative to work done by Lessor shall be equally applicable to any such work described herein.

30. Lessee agrees that it will not so use the Premises in any such manner as to interfere with the use of other premises within the Building by occupants thereof.

Notwithstanding anything stated herein to the contrary, the premises being rented are being prepared by Lessor pursuant to specifications requested by Lessee. Lessor's termination of the Lease shall result in the forfeiture of the entire security deposit as damages. However, the forfeiture of security deposit shall not limit the damages that may be recovered pursuant to the terms of the lease.

31. PARKING: Tenant acknowledges that Tenant's use of the Premises and the Common Areas have a substantial impact on the use of the Common Areas by other tenants in the projects. Consequently, Tenant agrees that it shall not locate within the Premises more than an average of (4) employees per 1,000 square feet of premises. Tenant will cooperate with Lessor by supplying Lessor with a list of employees that will either work or visit the premises, together with a list of the license plate numbers of such employees. Lessor acknowledges and understands that Lessee's patients will also use parking adjacent to the premises.

32. Lessee has deposited with Lessor the execution of this Lease the sum of Seven Thousand Five Hundred Eighteen Dollars ($7,518) to secure the prompt and faithful performance of each every obligation of this Lease, including the prompt payment of rental and any other damages or loss resulting from a breach of the said Lease by the Lessee. It is further agreed that no interest shall be due and payable by the Lessor to the Lessee on said amount so deposited and Lessor shall not be obligated to apply said security toward the rent for any month or months during the said term, it being understood and agreed that Lessor may retain said security

deposit until the entire term of said Lease or any extension or holdover thereof shall have expired.

It is further agreed that the security deposit herein shall continue in effect and the said deposit retained by the Lessor subsequent to the expiration or termination of said Lease if for any reason, Lessor anticipates there to be monies which become due and payable Lessor by virtue of rental adjustments required pursuant to paragraph 33 and paragraph 41 of this Lease; otherwise, that said security deposit shall be returned at the expiration of the Lease or any extension, etc. Lessor may apply said security deposit upon any damage or loss suffered by any breach of the Lease by Lessee. The remedy contained herein shall be cumulative with all other remedies herein contained.

33. The following rent adjustments shall be made with respect to each calendar year of the Term or portion thereof: If Ownership Taxes for any calendar year of the Term (including the calendar year in which this Lease terminates) reflect a tax in excess of $0.80 per square foot of Building of which the Leased Premises form a part, Lessee shall be responsible for five percent (5%) of such excess over $0.80 per square foot. Lessor shall deliver to Lessee a statement containing the necessary information with respect to Ownership Taxes and Lessee's share thereof, if any shall be due, and shall be paid by Lessee within fifteen (15) days thereafter. The additional taxes for the fractional year from January 1, 2004 to termination date shall be computed on the basis of the Ownership Taxes for the year ending December 31, 2004 and paid on or before the termination date. In the event that the Ownership Taxes payable by Lessor exceeds the square foot amount as stipulated above, then the monthly rent hereunder shall be increased by an amount equal to one-twelfth (1/12th) of such increases. If after Lessee has made a payment of additional rent under this paragraph Lessor shall receive a refund of any portion of the Ownership Taxes payable during any calendar year, Lessee shall be entitled to a refund. "Ownership Taxes" are defined as the general real estate taxes levied or assessed against the land and building in which the Leased Premises are located and the special assessments, if any, levied or assessed against said property limited, however, to the installment which applies to the calendar year in which paid. Attorney's fee to reduce the respective property taxes will be shared proportionately among the Lessee's.

34. The invalidity of unenforceability of any provisions of this lease shall not effect or impair any other provision.

35. It is expressly represented by Lessee and its officers executing this lease upon its behalf, that the Lessee is a limited liability company duly organized and existing under the laws of the State of Delaware, and duly authorized by the State of Illinois to do business in Illinois; and that the execution of this lease by said President is duly authorized.

36. Scavenger service is restricted to the use of Browning Forts Industries, to minimize the overload use of driveway and parking areas.

37. Lessee shall not change or modify the keys or locks to the premises in order that Lessor shall always be able to maintain reasonable access hereto in accordance with the provisions of this lease.

38. Because the late payment of monthly rent results in extraordinary expenses, Lessor reserves the right to charge a late payment charge equal to $25.00 if monthly rent is not paid by the fifth day of any month of the term. The late payment charge shall be increased to $60.00 if monthly rent is not paid by the 12th day of any month of the term. Alternatively, Lessor may charge interest at the rate of 12% per year upon any past due amounts under this lease.

39. Not applicable.

40. Not applicable.

41. Lessee shall pay to Lessor as Additional Rent for Increased Expenses Five Percent (5%) of the amount by which Operating Costs per square foot of rentable area in the Office Park exceed $0.50 per year. If any increase shall be due, it shall be paid by Lessee within fifteen (15) days thereafter. In the event that the Operating Cost exceed the amount as stipulated above, then the monthly rent hereunder shall be increased by an amount equal to one-twelfth (1/12th) of such increases. Operating Costs shall mean all reasonable expenses, costs and disbursements of every kind and nature (other than real estate taxes), incurred by Lessor with respect to or arising from or in connection with the ownership management and operation of the Office Park, including, but not limited to, salaries, wages, employee health, welfare and benefit insurance and expenses, insurance, management fees, electricity and water not payable by Lessee or other tenants of the Office Park pursuant to lease agreements, building repairs, common area maintenance and repairs, landscaping and scavenger service, but shall not include:

(i) Cost of alterations of Tenant's premises,
(ii) Cost of Capital improvements,
(iii) Depreciation, interest and principal payments on mortgages or other debt costs, if any, and
(iv) Real Estate brokers' leasing commissions or compensation

The Certified Public Accountant normally retained by Lessor shall determine the Operating Costs for each calendar year on such uniform basis as selected by Lessor and the amount of Operating Costs so determined shall be binding on Lessor and Lessee. Lessee shall pay the Additional Rent for Increased Expenses due hereunder to Lessor promptly upon receipt of notice from Lessor setting forth the Additional Rent for Increased Expenses due, provided said notice is accompanied by a compilation from the aforesaid Certified Public Accountant of the Operating Costs for the year with respect to which Lessor claims Additional Rent for Increased Expense is due.

42. ESTOPPEL CERTIFICATE: Tenant shall from time to time, upon not less than 10 days' prior written request by Landlord or any mortgagee or ground lessor of the Building, deliver to Landlord or such mortgagee or ground lessor a statement in writing certifying:

(i) That this Lease and the Work Agreement are unmodified and in full force and effect or, if there have been modifications, that this Lease and the Work Agreement, as modified, are in full force and effect;
(ii) The amount of Adjusted Monthly Base Rent then payable under this Lease and the date to which Rent has been paid;
(iii) That Landlord is not in default under this Lease or any work letter agreement, or, if in default, a detailed

description of such default(s);
(iv) That Tenant is or is not in possession of the Premises, as the case may be; and
(v) Such other information as may be reasonably requested.

43. RELOCATION OF TENANT: Not applicable.

44. TERM: The term of this lease shall be as stated in Paragraph #1. The Lease shall be automatically renewed for two additional terms of five years ("Renewal Terms"), unless either party notifies the other in writing in accordance with Paragraph 16 herein. If Lessee elects not to renew this Lease, Lessee shall give Lessor at least sixty (60) days written notice prior to the end of the original term or any succeeding Renewal Terms. All of the terms and conditions of this Lease shall apply during the Renewal Terms, except:

i.) Rent shall for each Renewal Term shall be the fair market rent for the Premises on the renewal dates as determined by a real estate appraiser selected by agreement of Lessor and Lessee or as determined by an appraiser selected by the appraisers identified by Lessor and Lessee.

ii.) The additional taxes described in Paragraph 33 herein for the fractional year from January 1 of the last calendar year of the final Renewal Term to the termination date shall be computed on the basis of the Ownership Taxes for the calendar year last ended.

In Witness Whereof, the parties hereto have caused this indenture to be executed under their seals, on the date first above written.

LESSOR:	LESSEE:
STONEGATE PROPERTIES, INC.	ARA-SOUTH BARRINGTON DIALYSIS LLC
By:	By:
Name:	Name: Christopher Ford
Title: Leasing Manager or Agent STONEGATE PROPERTIES, INC.	Title: President

ASSIGNMENT

For value received, the undersigned Lessee hereby assigns all the Lessee's rights, title and interest in and to the within lease from and after .....

..... unto .....

the premises to be used and occupied for ..... and for no other purpose.

LESSEE

.....(SEAL)

DATED ..... 19 ..... (SEAL)

==========

ACCEPTANCE OF ASSIGNMENT

In consideration of the above assignment and the written consent of the Lessor thereto, the undersigned Assignee (binding also the Assignee's heirs, legal representatives and successors), hereby assumes the obligation of said lease imposed on the Lessee and promises to make all payments and to keep and perform all conditions and covenants of the lease by the Lessee to be kept and performed commencing .....

ASSIGNEE

.....(SEAL)

DATED ..... 19 ..... (SEAL)

==========

CONSENT TO ASSIGNMENT

Lessor hereby consents to the above assignment upon the express condition that Original Lessee shall remain liable for prompt payment of the Rent and the keeping and performance of all conditions and covenants of the Lease by the Lessee to be kept and performed. The Lessor does not hereby consent to any further Assignment or to any subletting of the premises.

LESSOR

.....(SEAL)

DATED ..... 19 ..... (SEAL)

==========

ADDENDUM TO LEASE AGREEMENT
dated
June 1, 2004

Between

ARA-South Barrington Dialysis LLC
And
Stonegate Properties, Inc.

South Barrington Office Center
Suites 920, 925, 930, 935, 940 and 945

The following rent shall be due for the period of December 1, 2004 – November 30, 2005:

Rent:	$5,534.67
Taxes*:	$1,586.67
CAM*:	$ 695.33
Water*:	$180.00
Total:	$7,996.67 due monthly

*Taxes, CAM and water are subject to change.

Preferential Right to Lease: Lessee shall have the ongoing right of first refusal, subject to response within ten (10) business days, on any adjoining space throughout the term. Terms of the first refusal space shall be those of an accepted offer by the Lessor, exercised by Lessee within ten (10) business days of receipt of Lessor's notice. A bona fide offer consists of a Letter of Intent that identifies the space subject to the right of first refusal as the proposed leased space, and includes the proposed term rate, tenant' improvement allowance and any other concessions to be granted to the lessee.

Electricity: Lessee requires a 400 – 600 AMP, 3 phase electrical service.

Water: Lessee requires a 1 ½ inch water service.

AGREED:

ARA-South Barrington Dialysis LLC

By: _____
Name: Christopher Ford
Title: President

Stonegate Properties, Inc.

By: _____
Name:
Title:

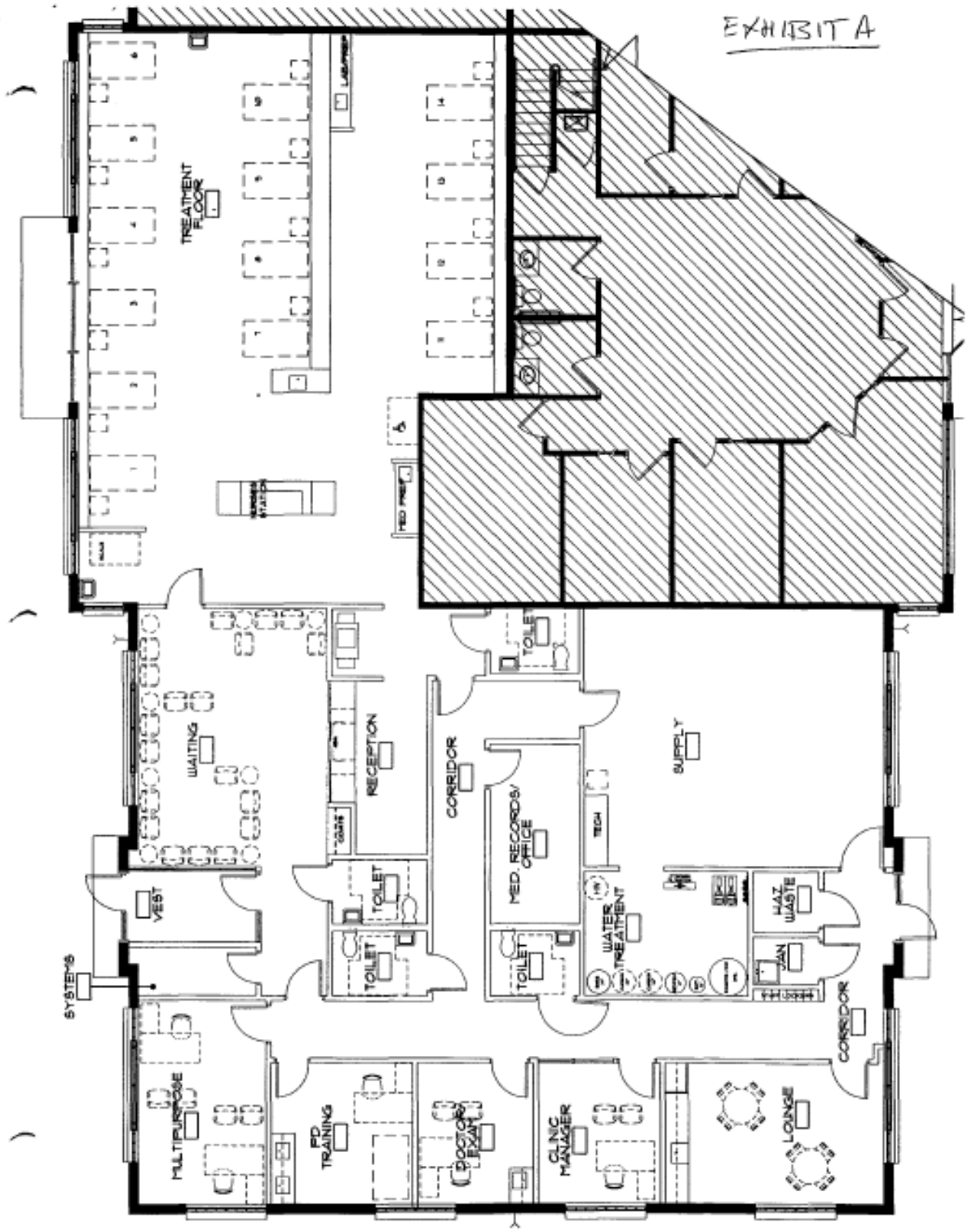


EXHIBIT A
TREATMENT FLOOR
LAUNDRY
MED PREP
WAITING
RECEPTION
CORRIDOR
TOILET
MED. RECORDS/ OFFICE
TECH
SUPPLY
VEST
WATER TREATMENT
HAZ WASTE
JAN
SYSTEMS
MULTIPURPOSE
PD TRAINING
DOCTOR EXAM
CLINIC MANAGER
LOUNGE

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into on February 20th, 2019, by and between **Hanover South Barrington, LLC**, a Delaware limited liability company ("Landlord") and **ARA-South Barrington Dialysis LLC**, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated June 1, 2004, (as amended and assigned, the "Lease") for premises consisting of approximately 5,600 rentable square feet located at 33 W. Higgins Road, Suite 920, South Barrington, IL 60010; and

WHEREAS, the current Term of the Lease expires on May 31, 2019, and Landlord and Tenant desire to extend the term of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Extension. Landlord and Tenant agree that the Term of the Lease is hereby extended for sixty-four (64) months, commencing on June 1, 2019, and continuing through September 30, 2024 (the "Extended Term"). During the Extended Term, rent shall be abated for the first four (4) months and thereafter be payable as follows:

	Rate PSF	Annually	Monthly
6/1/2019 - 9/30/2019	$0.00	$0.00	$0.00
10/1/2019 - 9/30/2020	$20.00	$112,000.00	$9,333.33
10/1/2020 - 9/30/2021	$20.50	$114,800.00	$9,566.67
10/1/2021 - 9/30/2022	$21.00	$117,600.00	$9,800.00
10/1/2022 - 9/30/2023	$21.50	$120,400.00	$10,033.33
10/1/2023 - 9/30/2024	$22.00	$123,200.00	$10,266.67

Furthermore, the parties acknowledge and agree that, notwithstanding anything to the contrary contained in the Lease, the rents stated above include all Operating Costs and Ownership Taxes for calendar year 2019, and Tenant shall have no separate or additional liability for such expenses for the period from June 1, 2019 through and including December 31, 2019. From and after January 1, 2020, Tenant shall be responsible for five percent (5%) of any amounts by which the total per-square-foot Operating Costs and Ownership Taxes of the South Barrington Office Center in any given year exceed the total per-square-foot Operating Costs and Ownership Taxes of the South Barrington Office Center in 2019. At the time that Landlord bills Tenant for such costs, Landlord shall provide Tenant with reasonable backup for said charges.

2. Fire Alarms. Landlord shall, at its sole cost and expense and as soon as reasonably practicable, install fire alarm devices throughout the Premises in accordance with the Village of South Barrington fire code.

3. Tenant Improvement Allowance. Landlord shall provide Tenant with an allowance totaling $56,000 (the "Tenant Improvement Allowance") to be used by Tenant for refurbishing the Premises (the "Renovations") pursuant plans that have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall pay Tenant the Tenant Improvement Allowance (or any portion of it) within fifteen (15) days after receiving copies of third-party invoices therefor, together with evidence that the same have been paid by Tenant. Tenant shall be entitled to setoff and credit against its rent payments hereunder to the extent that the Tenant Improvement Allowance, in part or in full, is not paid by Landlord when due. Any portion of the Tenant Improvement Allowance not used for Renovations may be applied by Tenant as a credit against rental payments due through and including June 1, 2020.

4. Renewal; Extension. Section 44 of the Lease is hereby deleted and replaced with the following provisions of this Section 4. Provided Tenant is not then in default, Tenant shall have the right and option to renew this Lease for one (1) additional period of five (5) years (the "Renewal Term"), by notifying Landlord in writing of Tenant's election to exercise the applicable renewal option not less than nine (9) months before the expiration of the Extended Term. In the event that Tenant so elects to extend the Extended Term, then, for the Renewal Term, all of the terms, covenants and conditions of the Lease shall continue to be, and shall remain, in full force and effect during such Renewal Term, except for the rent.

The rent for the Renewal Term shall be calculated as follows:

Renewal Term	Rate PSF	Annually	Monthly
10/1/2024 - 9/30/2025	$22.50	$126,000.00	$10,500.00
10/1/2025 - 9/30/2026	$23.00	$128,800.00	$10,733.33
10/1/2026 - 9/30/2027	$23.50	$131,600.00	$10,966.67
10/1/2027 - 9/30/2028	$24.00	$134,400.00	$11,200.00
10/1/2028 - 9/30/2029	$24.50	$137,200.00	$11,433.33

5. Brokers. Landlord and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent or finder in connection with this Amendment, other than Illinois Property Solutions, Inc. (on behalf of Landlord) and Babson Real Estate Advisors, LLC (on behalf of Tenant) (collectively, the "Brokers"). The Landlord shall be solely responsible for the payment of all commissions pursuant to this Amendment, and/or any

separate brokerage agreement as pertaining to this Amendment involving the Brokers, individually and collectively. Subject to the provisions of the immediately preceding sentence, the parties hereto shall indemnify and hold each other harmless, including costs of any action and attorneys' fees, from any claim for brokerage or other compensation asserted by any broker, agent or finder employed by the other party or with whom the other party has dealt. Notwithstanding the foregoing, in the event the Landlord fails to pay Babson Real Estate Advisors, LLC in a timely manner, Tenant may make such payment on behalf of Landlord and offset or deduct such amount from rent.

6. Notices. Landlord's notice address is hereby revised to:

c/o Illinois Property Solutions, Inc.
1801 N. Mill Street, Suite E
Naperville, IL 60563

Tenant's notice address is hereby revised to:

c/o American Renal Management LLC
500 Cummings Center, Suite 6550
Beverly, MA 01915
Attn: Assistant Controller (for rent related correspondence)
Attn: Director of Real Estate (for all other matters)

7. Miscellaneous.

a. Initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

b. This Amendment shall form part of the Lease. Any references to the "Lease" shall hereinafter refer to the Lease, as modified hereby. The parties hereto agree that the Lease, as amended hereby, is hereby ratified and affirmed in all respects.

c. This Amendment may be executed in multiple counterparts, all of which shall constitute one document. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Amendment.

6

d. Tenant hereby certifies and agrees that the Lease is in full force and effect, and Landlord is not in default under the Lease. Tenant further acknowledges that the Lease has not been modified or amended in any way except as specifically set forth herein.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date first written above.

LANDLORD:

HANOVER HOFFMAN ESTATES LLC,

a Delaware limited liability company

By: The Guardian Life Insurance Company of America,

a New York corporation, its sole member

By: _____

Mark DePrima

Senior Director

Real Estate Investments

TENANT:

ARA-South Barrington Dialysis LLC

By: _____

Name: Joseph A. Carlucci

Title: Manager

ATTACHMENT 3

OPERATING ENTITY/LICENSEE

The licensee of the applicant facility will remain the same after the transaction. Included with this Attachment is the licensee's Certificate of Good Standing. All direct owners of a 5% or more interest in the applicant facility are identified in the organizational chart included with Attachment 4.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ARA-SOUTH BARRINGTON DIALYSIS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

3724859 8300

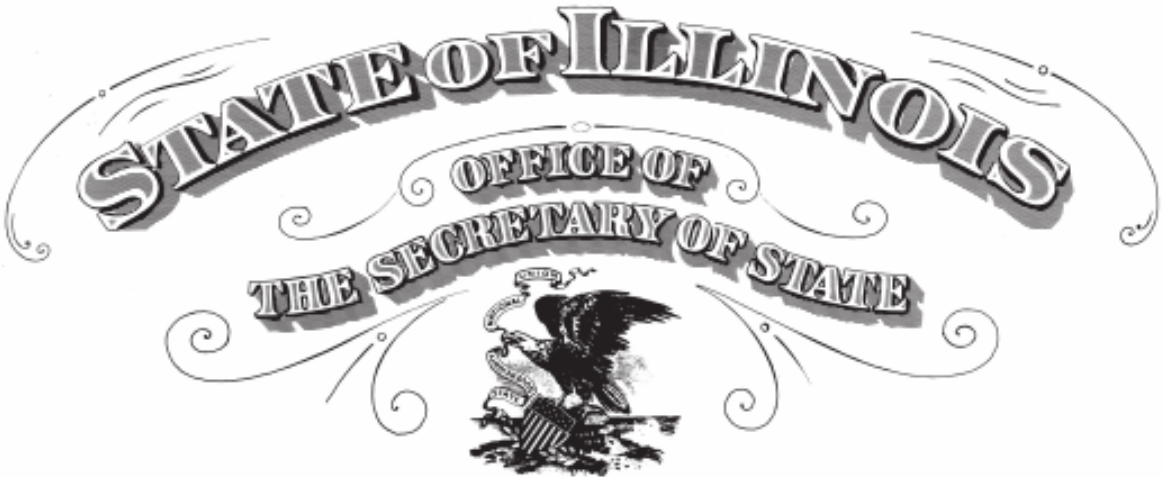
SR# 20207573531

Authentication: 203767521

Date: 09-30-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

File Number 0106117-8



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

ARA-SOUTH BARRINGTON DIALYSIS LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON DECEMBER 01, 2003, 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* 24TH *day of* SEPTEMBER *A.D.* 2020 .

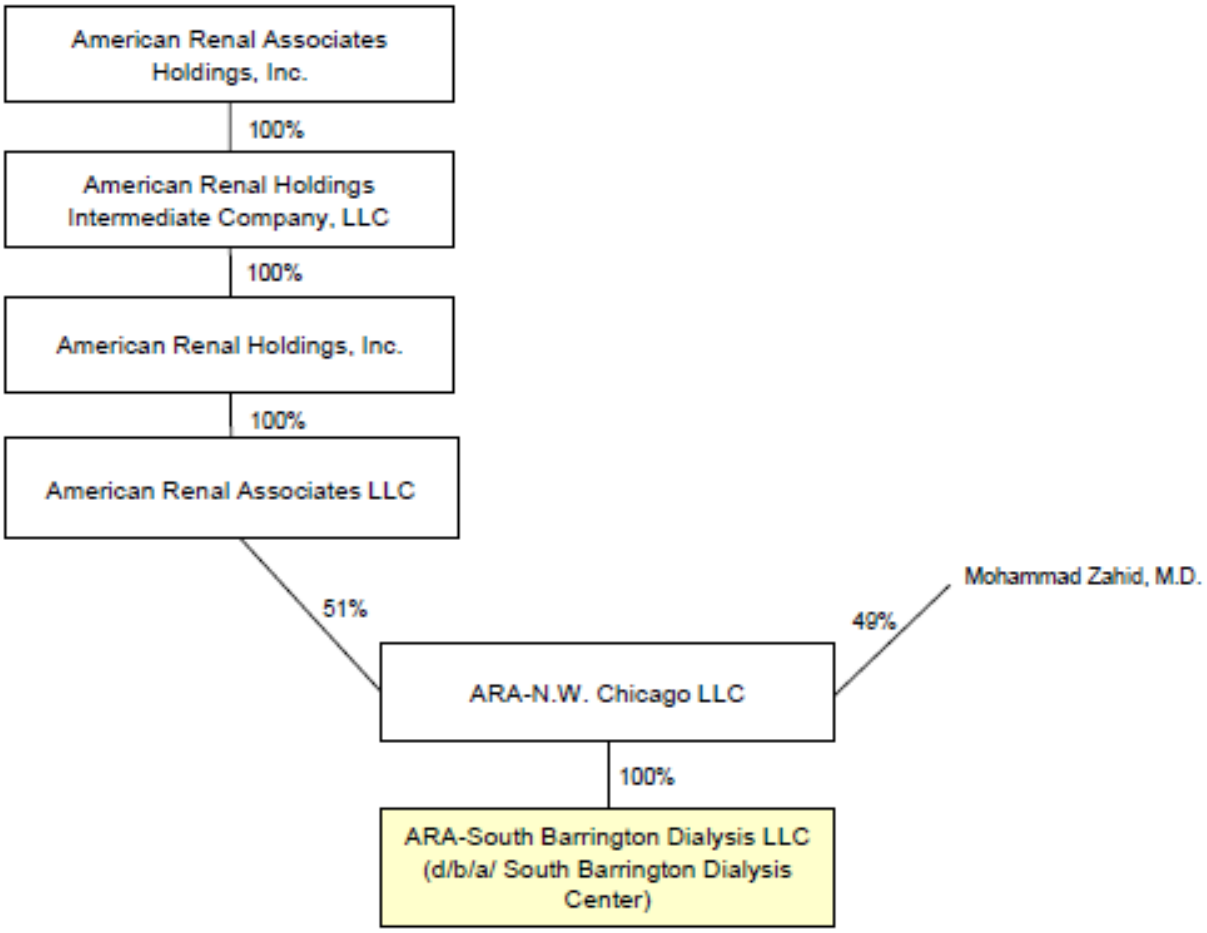
Authentication #: 2026804518 verifiable until 09/24/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

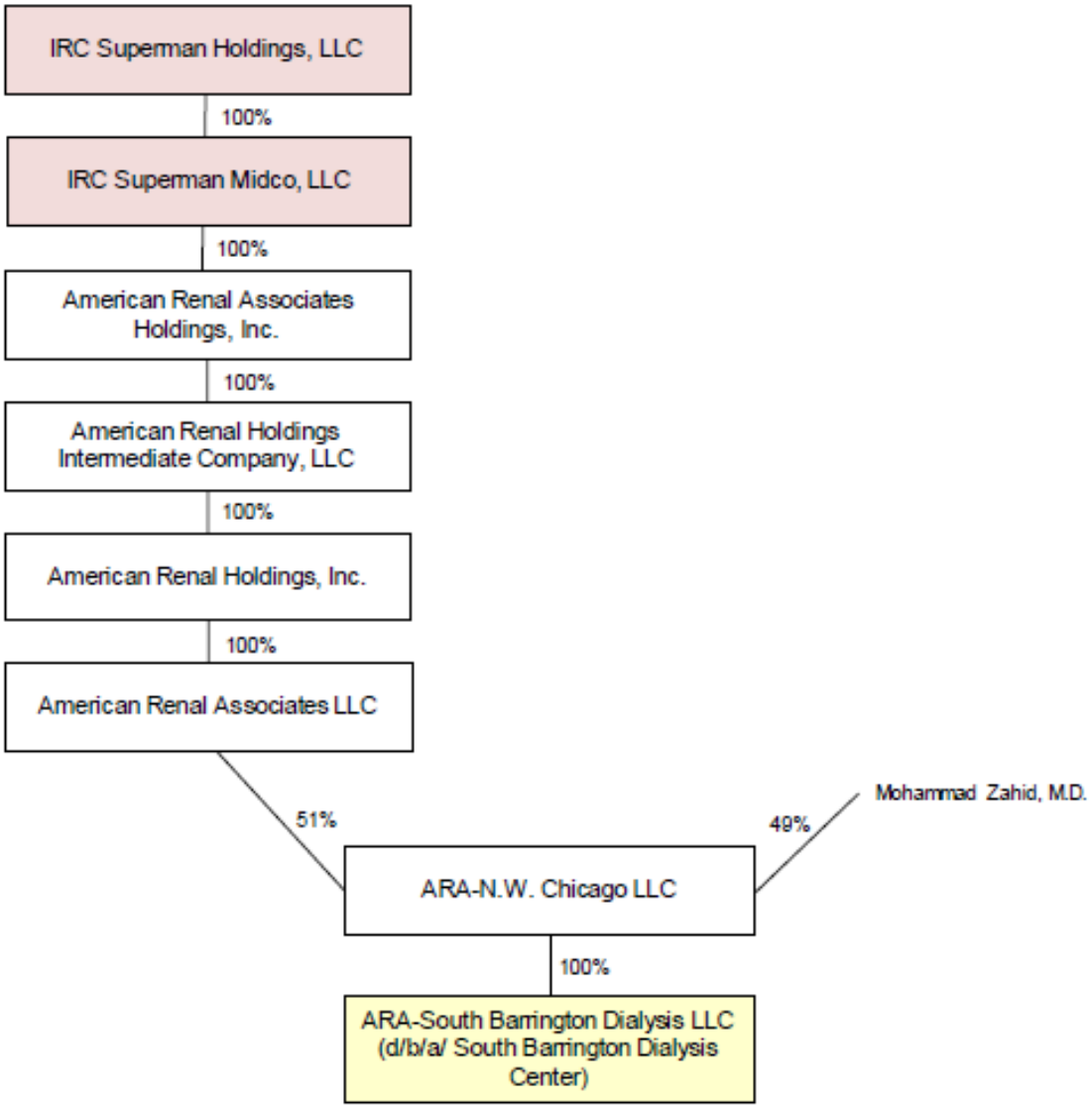
ATTACHMENT 4
ORGANIZATIONAL RELATIONSHIPS

The applicant facility is indirectly owned by ARA. As a result of the proposed transaction, ARA will be owned by IRC Midco, as further described in Section 2 (Narrative Description). Current and proposed organizational charts are included with this Attachment. All direct owners of 5% or more interest in the applicant facility are identified in the organization chart.

Pre-Transaction Organizational Chart



Post-Transaction Organizational Chart



ATTACHMENT 5
BACKGROUND OF THE APPLICANTS

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

American Renal Associates Holdings, Inc.'s affiliated Illinois health care facilities are:

ARA – Crystal Lake Dialysis, LLC
6298 Northwest Highway, Suite 300
Crystal Lake, Illinois

McHenry Dialysis Center, LLC
4209 West Shamrock Lane, Unit A
McHenry, Illinois

ARA – South Barrington Dialysis, LLC
33 West Higgins Road, Suite 920-945
South Barrington, Illinois

1. **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.**

Other than the facilities listed in paragraph 1 above, no health care facilities are currently owned or operated in Illinois by any of the applicants identified in the organizational charts included in Attachment 4 and their respective corporate officers or directors.

2. **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. 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.**

Included with Attachment 6 is the applicants' certification of no adverse action during the three years prior to the filing of the application.

3. **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.**

Included with Attachment 6 is the applicants' authorization permitting HFSRB and IDPH access to any documents necessary to verify the information submitted.

4. **If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion.**

The applicants are not relying on information submitted in prior applications.

ATTACHMENT 6
CHANGE OF OWNERSHIP

1. Section 1130.520(b)(1)(A) - Names of the parties

a. ARA – South Barrington Dialysis LLC
b. American Renal Associates, Inc.
c. IRC Superman Holdings, LLC

2. Section 1130.520(b)(1)(B) - Background of the parties

The applicants' certification of no adverse action within three years preceding the filing of the application is included with this Attachment. In addition, each of the applicants, by their signatures to the Certification pages of this application, attest that they are fit, willing, able, and have the qualifications, background, and character to adequately provide a proper standard of health service for the community.

3. Section 1130.520(b)(1)(C) - Structure of the transaction

The applicant facility is indirectly owned by American Renal Associates Holdings, Inc., a Delaware corporation ("ARA"), a publicly-traded company.

On October 1, 2020, ARA entered into Agreement and Plan of Merger with Superman Merger Sub, Inc., a Delaware corporation ("Merger Sub") and a direct wholly owned subsidiary of IRC Superman Midco, LLC, a Delaware limited liability company ("IRC Midco"). As a result of the merger, Merger Sub will merge with and into ARA, with ARA as the surviving entity. As a result of the merger, ARA will become a wholly owned subsidiary of IRC Midco and the applicant facility will become an indirect subsidiary of IRC Midco. ARA is, and will continue to be after the completion of the proposed transaction, the indirect owner of the applicant facility.

IRC Midco is a wholly owned subsidiary of IRC Superman Holdings, LLC ("IRC Superman"). IRC Midco and IRC Superman are newly formed entities, and are affiliated with Nautic Partners, LLC and Innovative Renal Care, LLC. Nautic Partners VIII, L.P., Nautic Partners VIII-A, L.P., Nautic Partners IX, L.P. and Nautic Partners IXA, L.P. have committed to capitalize the IRC Midco with an aggregate equity contribution of up to $450 million, subject to the terms and conditions set forth in an equity commitment letter. Investment funds and accounts managed by HPS Investments Partners, LLC (the "Lenders") have agreed to provide IRC Midco and Merger Sub with committed debt financing in an aggregate principal amount of up to $515 million on the terms set forth in a debt commitment letter. The obligations of the Lenders to provide debt financing under the debt commitment letter are subject to customary terms and conditions. Through investment vehicles, the investment funds will have indirect ownership in IRC Superman, however, none of the investment funds will hold a 50% or more interest in the applicant facility.

The applicant facility will continue to exist and serve patients after the proposed transaction. The proposed transaction will not result in change to any of the federal tax

identification numbers. The applicants anticipate closing the proposed transaction in the first quarter of 2021.

4. **Section 1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction**

There will be no change in the licensed entity as a consequence of the proposed transaction. The licensee will remain ARA – South Barrington Dialysis LLC.

5. **Section 1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.**

Organizational charts showing the current interest structure of the applicant facility and the post-change ownership interest are included with Attachment 4.

6. **Section 1130.520(b)(1)(F) - Fair market value of assets to be transferred.**

Due to the nature of the transaction, no specific consideration is designated as being for or attributable to the facilities for which certificate of exemption applications are being submitted. The estimated value of the applicant facility is approximately $1,158,701. The fair market value of the applicant facility was determined based on the product of: (i) the percentage of total revenue for the applicant facility compared to the aggregate total revenue for ARA and (ii) overall purchase price for ARA, which was determined as the result of an arm's length negotiation.

7. **Section 1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets.**

See paragraph 6 above.

8. **Section 1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section**

In accordance with 77 Ill. Admin. Code 1130.520, the applicants, by their signatures to the Certification pages of this application, affirm that any projects for which permits have been issued by the Review Board have been completed or will be completed or altered in accordance with the provisions of 77 Ill. Admin. Code 1130.520.

9. **Section 1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction**

Not applicable.

10. Section 1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community

The applicant facility will continue its operations and its mission to deliver high quality dialysis services to all of its patients. The resources gained through this acquisition will further the mission to provide high quality, cost effective care. The applicant facility will continue to conduct business at the same location, under the same legal entity and federal tax identification number. The proposed transaction is not expected to change or alter any of the applicant facility's policies or procedures, equipment, personnel or operations.

11. Section 1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership

The applicant facility will continue its operations and its mission to deliver high quality dialysis services to all of its patients. The resources gained through this acquisition will further the mission to provide high quality, cost effective care. No quantifiable cost savings generated as a result of the proposed transaction have been identified at this time.

12. Section 1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control

The applicant facility's quality improvement program mechanism will not change as a result of the proposed transaction.

13. Section 1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body

The selection process of the applicant facility's governing body will not change as a result of the proposed transaction. IRC Superman Holdings, LLC will not be involved in the day-to-day operations of the applicant facility.

14. Section 1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.

The applicants are not anticipating changes to the scope of services or levels of care currently provided at the facility to occur within 24 months after closing as a result of the proposed transaction.

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

Dear Ms. Avery:

On behalf of the applicant facility and American Renal Associates Holdings, Inc. ("ARA"), I hereby certify that no adverse action has been taken against the applicant facility or any other Illinois facility owned, operated and/or controlled by ARA during the three years prior to the filing of this application for change of ownership.

The applicants affirm that all ARA owned Illinois health care facilities are identified in this application and that no other health care facilities are currently owned or operated in Illinois by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the applicant facility.

The applicants hereby permit the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health ("IDPH") to have access to any documents necessary to verify the information submitted in the application for change of ownership of the facility including, but not limited to: (i) official records of IDPH or other State of Illinois agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

The applicants further attest that the facilities will not adopt a more restrictive charity care policy that was in effect one year prior to the transaction.

Respectfully submitted,

Joseph Carlucci
CEO
American Renal Associates Holdings, Inc.

10-8-2020
Dated

American Renal Associates Enters Into Definitive Agreement to be Acquired by Nautic Partners

Oct 02, 2020

ARA Shareholders to Receive $11.50 Per Share in Cash

BEVERLY, Mass.--(BUSINESS WIRE)-- American Renal Associates Holdings, Inc. (NYSE: ARA) ("ARA" or the "Company"), a leading provider of outpatient dialysis services, today announced that it has entered into a definitive agreement to be acquired by Innovative Renal Care, LLC ("IRC"), an affiliate of Nautic Partners, LLC ("Nautic"), a middle market private equity firm, in an all-cash transaction that values the Company at an aggregate enterprise valuation of approximately $853 million excluding non-controlling interest. Under the terms of the agreement, ARA shareholders will receive $11.50 per share in cash. This consideration represents an approximate premium of 66% to the Company's closing price on October 1st, 2020.

"At ARA, we have created a unique platform for delivering superior quality care to patients by partnering with physicians around the country. This transaction recognizes the value of the Company and delivers a meaningful premium to shareholders," said Joe Carlucci, Chairman and Chief Executive Officer of ARA. "I have decided to delay my previously announced retirement in order to guide the Company through this transaction and into its next stage. Nautic is a firm with significant healthcare expertise and we are excited by their support as we engage with members of the IRC team for the next chapter of our Company's growth -- drawing on our deep relationships with our physician partners and our talented staff to continue providing excellent care to end-stage renal disease patients across the U.S. We also want to thank Centerbridge Partners for their thoughtful support over these past 10 years."

Scott Hilinski, Managing Director at Nautic, said, "ARA has established itself as a leading provider of high-quality patient care for those suffering from end-stage renal disease. Since its founding, the Company has built a successful track record working with leading nephrologists around the country while staying focused on its Core Values."

Dan Killeen, Principal at Nautic, added, "We are excited to bring together ARA management and IRC's complementary team of executives as we look to support the Company in executing against its strategic plan built on a differentiated, patient-centric approach to the renal care market."

The Board of Directors of ARA unanimously approved the agreement. The transaction is expected to close in the first quarter of 2021, subject to shareholder and regulatory approvals, as well as the satisfaction of customary closing conditions. Centerbridge Partners has entered into a voting agreement pursuant to which it has agreed to vote in favor of the transaction.

The agreement includes a 40-day "go-shop" period, which permits ARA's Board of Directors, with the assistance of independent financial and legal advisors, to actively solicit alternative acquisition proposals from third parties, and potentially enter into negotiations with parties that make alternative acquisition proposals. The Board has appointed a special committee of independent directors to oversee the go-shop process. ARA will have the right to terminate the agreement with Nautic to enter into a superior proposal subject to the terms and conditions of the agreement. There

can be no assurance that this process will result in a superior proposal, and ARA does not intend to disclose developments with respect to the solicitation process unless and until its special committee or the Board of Directors makes a determination requiring further disclosure. The period commences on the date of the agreement.

Investment funds and accounts managed by HPS Investment Partners, LLC provided committed financing for the transaction.

Goldman Sachs & Co. LLC is serving as financial advisor to ARA, and Latham & Watkins LLP is serving as legal advisor to ARA. BofA Securities is serving as financial advisor to the special committee of the Board of Directors of ARA managing the go-shop process and Richards, Layton & Finger, PA is serving as its legal advisor. Guggenheim Securities, LLC is serving as financial advisor to Nautic, and Goodwin Procter LLP and Epstein, Becker & Green, P.C. are serving as its legal advisors. Raymond James & Associates, Inc. also served as an investment banking advisor to IRC.

Additional Information and Where to Find It

This communication may be deemed solicitation material in respect of the proposed acquisition of ARA by Nautic. This communication does not constitute a solicitation of any vote or approval. In connection with the proposed merger, ARA plans to file with the Securities and Exchange Commission (the "SEC") and mail or otherwise provide to its stockholders a proxy statement regarding the proposed transaction. ARA may also file other documents with the SEC regarding the proposed transaction. This document is not a substitute for the proxy statement or any other document that may be filed by ARA with the SEC. **ARA'S STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT IN ITS ENTIRETY WHEN IT BECOMES AVAILABLE AND ANY OTHER DOCUMENTS FILED BY ARA WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTION OR INCORPORATED BY REFERENCE THEREIN BEFORE MAKING ANY VOTING OR INVESTMENT DECISION WITH RESPECT TO THE PROPOSED TRANSACTION BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES TO THE PROPOSED TRANSACTION.** Investors and stockholders may obtain a free copy of the proxy statement and other documents ARA files with the SEC (when available) through the website maintained by the SEC at www.sec.gov. ARA makes available free of charge at www.americanrenal.com (in the "SEC Filings" section under the "Investor Relations" heading), copies of materials it files with, or furnishes to, the SEC.

Participants in the Solicitation

ARA and its directors, executive officers and certain employees and other persons may be deemed to be participants in the solicitation of proxies from ARA's stockholders in connection with the proposed merger. Security holders may obtain information regarding the names, affiliations and interests of ARA's directors and executive officers in ARA's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, which was filed with the SEC on March 16, 2020, and its definitive proxy statement for the 2020 annual meeting of stockholders, which was filed with the SEC on March 20, 2020, including the definitive additional materials filed with the SEC on April 24, 2020. To the extent the holdings of ARA securities by ARA's directors and executive officers have changed since the amounts set forth in ARA's proxy statement for its 2020 annual meeting of stockholders, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Additional information regarding the interests of such individuals in the proposed merger will be included in the proxy statement relating to the proposed merger when it is filed with the SEC. These documents (when available) may be obtained free of charge from the SEC's website at www.sec.gov and ARA's website at www.americanrenal.com.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains certain information, including financial estimates and statements as to, among other things, the expected timing, completion and effects of the proposed merger between ARA and IRC Superman Midco, Inc. ("Parent"), which may constitute forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties, and actual results may materially differ. All statements other than statements of historical fact or relating to present facts or current conditions included in this communication are forward-looking statements. Such forward-looking statements include, among others, ARA's current expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "seek," "plan," "intend," "believe," "will," "may," "could," "continue," "likely," "should" and other similar words.

The forward-looking statements contained in this communication, including without limitation statements regarding anticipated benefits and effects of the anticipated merger of ARA and Parent, are based on assumptions that ARA has made in light of its industry experience and its perceptions of historical trends, current conditions, expected future developments and other factors that ARA believes are appropriate under the circumstances. These statements are not guarantees of performance or results. These assumptions and ARA's future performance or results involve risks and uncertainties, many of which are beyond ARA's control. Such risks and uncertainties include, among others, the inability to consummate the Merger within the anticipated time period, or at all, due to any reason, including the failure to obtain required regulatory approvals or the failure to satisfy the other conditions to the consummation of the Merger; the failure by Parent or Merger Sub to obtain the necessary debt and equity financing arrangements set forth in the commitment letters received in connection with the Merger; the risk that the Merger Agreement may be terminated in circumstances requiring ARA to pay a termination fee; the risk that the Merger disrupts ARA's current plans and operations or diverts management's attention from its ongoing business; the effect of the announcement of the Merger on the ability of ARA to retain and hire key personnel and maintain relationships with its customers, suppliers, physician partners and others with whom it does business; the effect of the announcement of the Merger on ARA's operating results and business generally; the amount of costs, fees and expenses related to the Merger; the risk that ARA's stock price may decline significantly if the Merger is not consummated; the nature, cost and outcome of any litigation and other legal proceedings, including any such proceedings related to the Merger and instituted against ARA and others; the effect of the ongoing COVID-19 pandemic and responses thereto; the effect of the restatement of ARA's previously issued financial results and related matters and the related SEC investigation; ARA's ability to remediate material weaknesses in ARA's internal control over financial reporting; continuing decline in the number of patients with commercial insurance or any regulatory or other changes leading to changes in the ability of patients with commercial insurance coverage to receive charitable premium support; decline in commercial payor reimbursement rates; reduction of government-based payor coverage and reimbursement rates or insufficient rate increases or adjustments that do not cover all of ARA's operating costs; ARA's ability to successfully develop de novo clinics, acquire existing clinics and attract new nephrologist partners; ARA's ability to compete effectively in the dialysis services industry; the performance of ARA's joint venture subsidiaries and their ability to make distributions to ARA; federal or state healthcare laws that could adversely affect ARA; ARA's ability to comply with all of the complex federal, state and local government regulations that apply to its business, including those in connection with federal and state anti-kickback laws and state laws prohibiting the corporate practice of medicine or fee-splitting; heightened federal and state investigations and enforcement efforts; changes in the availability and cost of erythropoietin-stimulating agents and other pharmaceuticals used in ARA's business; development of new technologies or government

regulation that could decrease the need for dialysis services or decrease ARA's in-center patient population; ARA's ability to timely and accurately bill for ARA's services and meet payor billing requirements; claims and losses relating to malpractice, professional liability and other matters; the sufficiency of ARA's insurance coverage for those claims and rising insurances costs, and negative publicity or reputational damage arising from such matters; loss of any members of ARA's senior management; damage to ARA's reputation or ARA's brand and ARA's ability to maintain brand recognition; ARA's ability to maintain relationships with its medical directors and renew its medical director agreements; shortages of qualified skilled clinical personnel, or higher than normal turnover rates; competition and consolidation in the dialysis services industry; deterioration in economic conditions, particularly in states where we operate a large number of clinics, or disruptions in the financial markets or the effects of natural or other disasters, public health crises or adverse weather events; the participation of ARA's physician partners in material strategic and operating decisions and ARA's ability to favorably resolve any disputes; ARA's ability to honor obligations under the joint venture operating agreements with its physician partners were they to exercise certain put rights and other rights; unauthorized disclosure of personally identifiable, protected health or other sensitive or confidential information; ARA's ability to meet its obligations and comply with restrictions under its substantial level of indebtedness; and the ability of ARA's principal stockholder, whose interests may conflict with yours, to strongly influence or effectively control ARA's corporate decisions. For additional information, please see ARA's filings with the SEC. Additional factors or events that could cause ARA's actual performance to differ from these and other forward-looking statements may emerge from time to time, and it is not possible for ARA to predict all of them. Should one or more of these risks or uncertainties materialize, or should any of its assumptions prove incorrect, ARA's actual financial condition, results of operations, future performance and business may vary in material respects from the performance projected in these forward-looking statements.

Any forward-looking statement made in this communication speaks only as of the date on which it is made. ARA undertakes no obligation, and expressly disclaims any obligation, to update, alter or otherwise revise any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise, except as may be required by law.

About American Renal Associates

American Renal Associates ("ARA") is a leading provider of outpatient dialysis services in the United States. As of June 30, 2020, ARA operated 251 dialysis clinic locations in 27 States and the District of Columbia serving more than 17,300 patients with end stage renal disease. ARA operates principally through a physician partnership model, in which it partners with local nephrologists to develop, own and operate dialysis clinics. ARA's Core Values emphasize taking good care of patients, providing physicians with clinical autonomy and support, hiring the best possible staff and providing best practices management. For more information about American Renal Associates, visit www.americanrenal.com.

About Nautic Partners, LLC

Nautic Partners, LLC ("Nautic") is a middle-market private equity firm that focuses on three industries: healthcare, industrials, and services. Nautic has completed over 140 platform transactions throughout its 34-plus year history. Nautic's strategy is to partner with management teams to accelerate the growth trajectory of its portfolio companies via add-on acquisitions, targeted operational initiatives, and increased management team depth. For more information, please visit www.nautic.com.

In September 2019, Nautic supported an experienced management team in the formation of Innovative Renal Care ("IRC"), a new platform entity focused on deploying a more comprehensive and integrated renal care model.

View source version on businesswire.com:
https://www.businesswire.com/news/home/20201002005131/en/

For American Renal Associates:

Investors:

Mark Herbers, Interim CFO

Telephone: (978)-522-3945

Email: mherbers@americanrenal.com

Media:

Jeremy Fielding / Anntal Silver

jeremy.fielding@kekstcnc.com / anntal.silver@kekstcnc.com

For Nautic Partners and IRC:

Allan M. Petersen, Managing Director, Investor Relations

APetersen@nautic.com

Source: American Renal Associates Holdings, Inc.

Powered by SITECORE

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 1, 2020

American Renal Associates Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-37751	27-2178749
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)
500 Cummings Center Beverly, Massachusetts (Address of principal executive offices)		01915 (Zip code)

(978) 922-3080
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered

Common Stock, $0.01 par value per share	ARA	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☒ Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Explanatory Note

This Amendment No. 1 on Form 8-K/A is being filed by American Renal Associates Holdings, Inc. to amend and restate the Current Report on Form 8-K filed on October 2, 2020 (the "Original Report"), to correct errors found in the Original Report. The aggregate principal amount of committed debt financing of up to "$150 million" in the seventh paragraph of Item 1.01 of the Original Report should be "$515 million." This Amendment No. 1 also corrects typographical errors found in Item 1.01 and Exhibit 99.1 of the Original Report.

Item 1.01 Entry into a Material Definitive Agreement.

Agreement and Plan of Merger

On October 1, 2020, American Renal Associates Holdings, Inc., a Delaware corporation ("ARA"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with IRC Superman Midco, LLC, a Delaware limited liability company ("Parent") and an affiliate of Nautic Partners, LLC, and Superman Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"). The Merger Agreement provides that, upon the terms and subject to the satisfaction or waiver of the conditions set forth therein, Merger Sub will merge with and into ARA (the "Merger"), with ARA continuing as the surviving corporation in the Merger as a wholly owned subsidiary of Parent. The board of directors of ARA (the "ARA Board") has unanimously approved the Merger Agreement and the transactions contemplated thereby (including the Merger) and has directed that the Merger Agreement be submitted to the stockholders of ARA for their adoption.

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger (the "Effective Time") and as a result of the Merger, each share of common stock of ARA issued and outstanding immediately prior to the Effective Time (other than (i) shares owned by Parent, Merger Sub or any other direct or indirect wholly owned subsidiary of Parent immediately prior to the Effective Time and shares owned by ARA, including shares held in treasury by ARA, and in each case not held on behalf of third parties, and (ii) shares as to which the holders thereof have properly demanded appraisal with respect thereto under Delaware law and have not effectively withdrawn such demand) will be converted automatically into and will thereafter represent the right to receive $11.50 in cash, without interest (the "Per Share Merger Consideration"). In addition, immediately prior to the Effective Time and as a result of the Merger, (a) each option to purchase shares of ARA common stock that is outstanding and unexercised immediately prior to the Effective Time will automatically become immediately vested and, at the Effective Time, will automatically be converted into the right to receive a cash payment equal to the product of (x) the total number of shares subject to the option multiplied by (y) the excess, if any, of the Per Share Merger Consideration over the exercise price per share under such option, and (b) each outstanding award of restricted stock and each outstanding award of restricted stock units that is outstanding immediately prior to the Effective Time will automatically become immediately vested and, at the Effective Time, will automatically be converted into the right to receive a cash payment equal to the product of (x) the total number of shares subject to such award immediately prior to the Effective Time multiplied by (y) the Per Share Merger Consideration, in each case of (a) and (b) without interest and less applicable taxes required to be withheld.

The consummation of the Merger is subject to customary closing conditions, including, among others, the following conditions to the obligations of either party: (i) the adoption of the Merger Agreement by the holders of a majority of ARA's outstanding shares of common stock; (ii) the absence of any applicable law or governmental order prohibiting, restraining or enjoining the consummation of the Merger; (iii) the expiration or termination of any applicable waiting period (and extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and receipt of any required approvals thereunder; (iv) the accuracy of the other party's representations and warranties in the Merger Agreement, subject to customary exceptions; and (v) the other party's performance and compliance with its covenants and obligations under the Merger Agreement in all material respects. Furthermore, the consummation of the Merger is subject to the following additional conditions to the obligations of Parent and Merger Sub: (i) the absence of a "Material Adverse Effect" (as defined in the Merger Agreement) with respect to ARA and its subsidiaries, taken as a whole, and (ii) the receipt of certain specified healthcare regulatory approvals.

The Merger Agreement contains customary representations, warranties and covenants, including covenants obligating ARA to conduct its business in the ordinary course and not engage in certain specified transactions or activities without Parent's prior consent. In addition, the Merger Agreement obligates ARA to call and hold a meeting of its stockholders for the purpose of adopting the Merger Agreement and, subject to certain exceptions, requires the ARA Board to recommend to the ARA stockholders that they vote in favor of the adoption of the Merger Agreement and approval of the Merger (and not withdraw, rescind or materially adversely change or qualify such recommendation). However, subject to the satisfaction of certain terms and conditions, ARA and the ARA Board, as applicable, are permitted to take certain actions which may, as more fully described in the Merger Agreement, include changing the ARA Board's recommendation and entering into a definitive agreement with respect to a Superior Proposal (as defined in the Merger Agreement) if, among other things, the ARA Board (or a duly authorized committee

thereof) has determined after consultation with its outside legal counsel and financial advisors that the failure to take such action would be reasonably likely to be inconsistent with its fiduciary duties under applicable law. The Merger Agreement also contains a "go-shop" provision pursuant to which ARA retains the right to initiate, solicit, facilitate and encourage any inquiry or acquisition proposal from third parties and engage in discussions and negotiations with respect to such alternative acquisition proposals through November 10, 2020 (the "No-Shop Period Start Date").

From the No-Shop Period Start Date until the Effective Time, ARA has agreed not to initiate, solicit, knowingly facilitate or knowingly encourage any inquiries or discussions with respect to, or the making of, any proposal or offer that constitutes or would be reasonably likely to result in an Acquisition Proposal (as defined in the Merger Agreement), or take certain other restricted actions in connection therewith. Notwithstanding the foregoing, if ARA receives a bona fide Acquisition Proposal that did not result from a material breach of the non-solicitation provisions of the Merger Agreement that the ARA Board (or a duly authorized committee thereof) determines in good faith, after consultation with its financial advisors and outside legal counsel, constitutes a Superior Proposal, ARA may take certain actions to participate in discussions and negotiations and furnish information with respect to such Acquisition Proposal, after providing written notice to Parent of such determination.

The Merger Agreement also contains certain termination rights for ARA and Parent, including the right of ARA to terminate the Merger Agreement to accept a Superior Proposal after complying with certain requirements. In addition, either party may terminate the Merger Agreement if the Merger is not consummated on or before March 1, 2021 (subject to extension as set forth in the Merger Agreement). The Merger Agreement further provides that, in the event of the termination of the Merger Agreement in connection with an Acquisition Proposal that the ARA Board determines is a Superior Proposal and in other certain specified circumstances, ARA may be required to pay Parent a termination fee of approximately $12.1 million or, under certain specified circumstances in connection with a bona fide written Acquisition Proposal received prior to the No-Shop Period Start Date, a termination fee of approximately $5 million. The Merger Agreement also provides that Parent may be required to pay ARA a reverse termination fee of approximately $32.2 million under certain specified circumstances.

Parent has obtained financing commitments for the purpose of financing the transactions contemplated by the Merger Agreement and paying related fees and expenses (the "Financing"). Nautic Partners VIII, L.P., Nautic Partners VIII-A, L.P., Nautic Partners IX, L.P. and Nautic Partners IX-A, L.P. have committed to capitalize Parent, prior to the closing of the Merger (the "Closing"), with an aggregate equity contribution of up to $450 million, subject to the terms and conditions set forth in an equity commitment letter. Investment funds and accounts managed by HPS Investment Partners, LLC (the "Lenders") have agreed to provide Parent and Merger Sub with committed debt financing in an aggregate principal amount of up to $515 million on the terms set forth in a debt commitment letter. The obligations of the Lenders to provide debt financing under the debt commitment letter are subject to customary terms and conditions. The Merger Agreement provides that Parent and Merger Sub will use reasonable best efforts to take all actions and to do all things necessary, proper or advisable to arrange, obtain and consummate the Financing on or prior to the Closing. The Merger is not conditioned on Parent's receipt of the Financing.

This summary of the principal terms of the Merger Agreement and the copy of the Merger Agreement filed as an exhibit to this report are intended to provide information regarding the terms of the Merger Agreement and are not intended to modify or supplement any factual disclosures about ARA in its public reports filed with the Securities and Exchange Commission ("SEC"). In particular, the Merger Agreement and related summary are not intended to be, and should not be relied upon as, disclosures regarding any facts and circumstances relating to ARA, Parent or Merger Sub or their respective affiliates.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 hereto and incorporated herein by reference. The Merger Agreement and the foregoing description thereof have been included to provide investors and stockholders with information regarding the terms of the Merger Agreement. They are not intended to provide any other factual information about ARA. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were solely for the benefit of the parties to such agreement and may be subject to qualifications and limitations agreed upon by such parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and discussed in the foregoing description, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk between the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and are also qualified in important part by a confidential disclosure schedule delivered by ARA to Parent in connection with the Merger Agreement. Investors and stockholders are not third-party beneficiaries under the Merger Agreement. Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein. Information concerning the subject matter of such representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures.

Voting and Support Agreement

Concurrently with the execution of the Merger Agreement, Centerbridge Capital Partners, L.P. and certain of its affiliates (collectively, the "Centerbridge Stockholders"), which together beneficially own approximately 53.4% of the outstanding shares of common stock of ARA, entered into a Voting and Support Agreement with Parent (the "Voting Agreement") pursuant to which, among other things and subject to the terms and conditions therein, the Centerbridge Stockholders agreed to vote their shares of ARA common stock (i) in favor of the adoption and approval of the Merger Agreement and the transactions contemplated thereby, including the Merger, (ii) against any action or agreement that would reasonably be expected to result in a breach of any obligation of ARA or any of its subsidiaries or affiliates under the Merger Agreement or that would reasonably be expected to result in any of the conditions to ARA's or any of its subsidiaries' or affiliates' obligations under the Merger Agreement not being fulfilled, and (iii) against (a) any Acquisition Proposal, (b) any agreement, transaction or other matter intended to or reasonably expected to materially and adversely affect the consummation of the transactions contemplated by the Merger Agreement, including the Merger, (c) any reorganization, recapitalization, dissolution or liquidation of ARA or its subsidiaries, (d) any change in the majority of the ARA Board, and (e) any material change in ARA's capitalization or corporate structure. In addition, each Centerbridge Stockholder waived appraisal rights.

The Centerbridge Stockholders have also agreed, to the extent requested by the ARA Board (or an independent committee of disinterested members of the ARA Board) in connection with any Acquisition Proposal which the ARA Board or such committee has determined in good faith, after consultation with its financial advisors and outside legal counsel, constitutes a Superior Proposal, to enter into a supplemental agreement in favor of the person or group that submitted such Acquisition Proposal on the same terms and conditions as the supplemental agreement that the Centerbridge Stockholders entered into with Parent on the date hereof, pursuant to which the Centerbridge Stockholders agreed, subject to the limitations therein, to reimburse the Company for fifty percent of any fines, penalties or reasonable and documented out-of-pocket expenses incurred in connection with the SEC investigation previously disclosed by the Company in its public reports filed with the SEC, subject to a $5 million aggregate reimbursement cap.

The Voting Agreement terminates upon the earliest to occur of (i) the Effective Time, (ii) the termination of the Merger Agreement in accordance with its terms, (iii) in the event the Merger Agreement is amended without the prior consent of the Centerbridge Stockholders and such amendment (a) decreases the Per Share Merger Consideration, (b) changes the form of consideration payable under the Merger Agreement to the Centerbridge Stockholders, (c) imposes any additional material restrictions on or additional conditions on the payment of the Per Share Merger Consideration to ARA's stockholders, (d) imposes any additional material restrictions or obligations on the Centerbridge Stockholders, or (e) otherwise materially and adversely affects the Centerbridge Stockholders, (iv) mutual consent by the Centerbridge Stockholders and Parent, (v) the conclusion of the vote in favor of the adoption and approval of the Merger Agreement and the transactions contemplated thereby and the shares held by the Centerbridge Stockholders have been voted as specified therein, or (vi) the ARA Board changing its recommendation that ARA's stockholders adopt the Merger Agreement in accordance with the terms of and to the extent permitted by the Merger Agreement.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Voting Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On October 2, 2020, ARA announced that it had entered into the Merger Agreement. A copy of the press release containing the announcement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

As provided in General Instruction B.2 of Form 8-K, the information in this Item 7.01 and the exhibit contained in this report shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall this item or the exhibit be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated as of October 1, 2020, by and among IRC Superman Midco, LLC, Superman Merger Sub, Inc. and American Renal Associates Holdings, Inc.
10.1	Voting and Support Agreement, dated as of October 1, 2020, by and among IRC Superman Midco, LLC, the stockholders of American Renal Associates Holdings, Inc. ("ARA") party thereto and solely for purposes of Sections 8 and 21 therein, ARA.
99.1	Press release, dated October 2, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101).

*The schedules to the Agreement and Plan of Merger have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. ARA will furnish copies of any such schedules to the SEC upon request.

* * *

Additional Information and Where to Find It

This communication relates to the proposed merger (the "Merger") of American Renal Associates Holdings, Inc., a Delaware corporation ("ARA"), with IRC Superman Midco, LLC, a Delaware limited liability company ("Parent") and portfolio company of Nautic Partners, LLC, and Superman Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), pursuant to the terms of that certain Agreement and Plan of Merger, dated as of October 1, 2020, by and among ARA, Parent and Merger Sub (the "Merger Agreement").

This communication may be deemed solicitation material in respect of the Merger. This communication does not constitute a solicitation of any vote or approval. In connection with the proposed merger, ARA plans to file with the Securities and Exchange Commission (the "SEC") and mail or otherwise provide to its stockholders a proxy statement regarding the proposed transaction. ARA may also file other documents with the SEC regarding the proposed transaction. This document is not a substitute for the proxy statement or any other document that may be filed by ARA with the SEC. **ARA'S STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT IN ITS ENTIRETY WHEN IT BECOMES AVAILABLE AND ANY OTHER DOCUMENTS FILED BY ARA WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTION OR INCORPORATED BY REFERENCE THEREIN BEFORE MAKING ANY VOTING OR INVESTMENT DECISION WITH RESPECT TO THE PROPOSED TRANSACTION BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES TO THE PROPOSED TRANSACTION**. Investors and stockholders may obtain a free copy of the proxy statement and other documents ARA files with the SEC (when available) through the website maintained by the SEC at www.sec.gov. ARA makes available free of charge at www.americanrenal.com (in the "SEC Filings" section under the "Investor Relations" heading), copies of materials it files with, or furnishes to, the SEC.

Participants in the Solicitation

ARA and its directors, executive officers and certain employees and other persons may be deemed to be participants in the solicitation of proxies from ARA's stockholders in connection with the proposed merger. Security holders may obtain information regarding the names, affiliations and interests of ARA's directors and executive officers in ARA's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, which was filed with the SEC on March 16, 2020, and its definitive proxy statement for the 2020 annual meeting of stockholders, which was filed with the SEC on March 20, 2020, including the definitive additional materials filed with the SEC on April 24, 2020. To the extent the holdings of ARA securities by ARA's directors and executive officers have changed since the amounts set forth in ARA's proxy statement for its 2020 annual meeting of stockholders, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Additional information regarding the interests of such individuals in the proposed merger will be included in the proxy statement relating to the proposed merger when it is filed with the SEC. These documents (when available) may be obtained free of charge from the SEC's website at www.sec.gov and ARA's website at www.americanrenal.com.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains certain information, including financial estimates and statements as to, among other things, the expected timing, completion and effects of the proposed merger between ARA and Parent, which may constitute forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties, and actual results may materially differ. All statements other than statements of historical fact or relating to present facts or current conditions included in this communication are forward-looking statements. Such forward-looking statements include, among others, ARA's current expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "seek," "plan," "intend," "believe," "will," "may," "could," "continue," "likely," "should" and other similar words.

The forward-looking statements contained in this communication, including without limitation statements regarding the anticipated benefits and effects of the anticipated merger of ARA and Parent, are based on assumptions that ARA has made in light of its industry experience and its perceptions of historical trends, current conditions, expected future developments and other factors that ARA believes are appropriate under the circumstances. These statements are not guarantees of performance or results. These assumptions and ARA's future performance or results involve risks and uncertainties, many of which are beyond ARA's control. Such risks and uncertainties include, among others, the inability to consummate the Merger within the anticipated time period, or at all, due to any reason, including the failure to obtain required regulatory approvals or the failure to satisfy the other conditions to the consummation of the Merger; the failure by Parent or Merger Sub to obtain the necessary debt and equity financing arrangements set forth in the commitment letters received in connection with the Merger; the risk that the Merger Agreement may be terminated in circumstances requiring ARA to pay a termination fee; the risk that the Merger disrupts ARA's current plans and operations or diverts management's attention from its ongoing business; the effect of the announcement of the Merger on the ability of ARA to retain and hire key personnel and maintain relationships with its customers, suppliers, physician partners and others with whom it does business; the effect of the announcement of the Merger on ARA's operating results and business generally; the amount of costs, fees and expenses related to the Merger; the risk that ARA's stock price may decline significantly if the Merger is not consummated; the nature, cost and outcome of any litigation and other legal proceedings, including any such proceedings related to the Merger and instituted against ARA and others; the effect of the ongoing COVID-19 pandemic and responses thereto; the effect of the restatement of ARA's previously issued financial results and related matters and the related SEC investigation; ARA's ability to remediate material weaknesses in ARA's internal control over financial reporting; continuing decline in the number of patients with commercial insurance or any regulatory or other changes leading to changes in the ability of patients with commercial insurance coverage to receive charitable premium support; decline in commercial payor reimbursement rates; reduction of government-based payor coverage and reimbursement rates or insufficient rate increases or adjustments that do not cover all of ARA's operating costs; ARA's ability to successfully develop de novo clinics, acquire existing clinics and attract new nephrologist partners; ARA's ability to compete effectively in the dialysis services industry; the performance of ARA's joint venture subsidiaries and their ability to make distributions to ARA; federal or state healthcare laws that could adversely affect ARA; ARA's ability to comply with all of the complex federal, state and local government regulations that apply to its business, including those in connection with federal and state anti-kickback laws and state laws prohibiting the corporate practice of medicine or fee-splitting; heightened federal and state investigations and enforcement efforts; changes in the availability and cost of erythropoietin-stimulating agents and other pharmaceuticals used in ARA's business; development of new technologies or government regulation that could decrease the need for dialysis services or decrease ARA's in-center patient population; ARA's ability to timely and accurately bill for ARA's services and meet payor billing requirements; claims and losses relating to malpractice, professional liability and other matters; the sufficiency of ARA's insurance coverage for those claims and rising insurances costs, and negative publicity or reputational damage arising from such matters; loss of any members of ARA's senior management; damage to ARA's reputation or ARA's brand and ARA's ability to maintain brand recognition; ARA's ability to maintain relationships with its medical directors and renew its medical director agreements; shortages of qualified skilled clinical personnel, or higher than normal turnover rates; competition and consolidation in the dialysis services industry; deterioration in economic conditions, particularly in states where we operate a large number of clinics, or disruptions in the financial markets or the effects of natural or other disasters, public health crises or adverse weather events; the participation of ARA's physician partners in material strategic and operating decisions and ARA's ability to favorably resolve any disputes; ARA's ability to honor obligations under the joint venture operating agreements with its physician partners were they to exercise certain put rights and other rights; unauthorized disclosure of personally identifiable, protected health or other sensitive or confidential information; ARA's ability to meet its obligations and comply with restrictions under its substantial level of indebtedness; and the ability of ARA's principal stockholder, whose interests may conflict with yours, to strongly influence or effectively control ARA's corporate decisions. For additional information, please see ARA's filings with the SEC. Additional factors or events that could cause ARA's actual performance to differ from these and other forward-looking statements may emerge from time to time, and it is not possible for ARA to predict all of them. Should one or more of these risks or uncertainties materialize, or should any of its assumptions prove incorrect, ARA's actual financial condition, results of operations, future performance and business may vary in material respects from the performance projected in these forward-looking statements.

Any forward-looking statement made in this communication speaks only as of the date on which it is made. ARA undertakes no obligation, and expressly disclaims any obligation, to update, alter or otherwise revise any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise, except as may be required by law.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN RENAL ASSOCIATES HOLDINGS, INC.

Dated: October 2, 2020

By: /s/ Joseph A. Carlucci
Name: Joseph A. Carlucci
Title: Chief Executive Officer and Chairman of the Board of Directors

ATTACHMENT 7

CHARITY CARE INFORMATION

The amount of charity care for the last three years provided by each of American Renal Associates Holdings, Inc.'s affiliated facilities are included in the tables below.

ARA – CRYSTAL LAKE DIALYSIS LLC			
	2016	**2017**	**2018**
Net Patient Revenue ($)	**543,026**	**2,023,830**	**1,360,393**
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care ($)	0	0	0

MCHENRY DIALYSIS CENTER, LLC			
	2016	**2017**	**2018**
Net Patient Revenue ($)	**4,123,073**	**1,957,037**	**1,488,692**
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care ($)	0	0	0

ARA – SOUTH BARRINGTON DIALYSIS LLC			
	2016	**2017**	**2018**
Net Patient Revenue ($)	**3,336,180**	**3,089,991**	**2,681,981**
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care ($)	0	0	0

The above charity care information is from the 2016, 2017 and 2018 ESRD Facility Profiles for each facility.

Financial statements for ARA – Crystal Lake Dialysis LLC, McHenry Dialysis Center, LLC, and ARA – South Barrington Dialysis LLC and audited financial statements for American Renal Associated Holdings, Inc., have been provided under separate cover.