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August 3, 2012

RECEIVED

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HEALTH FACILITIES &
SERVICES REVIEW BOARD

Via Federal Express

Mr. Michael Constantino
Illinois Health Facilities and Services
Review Board
525 West Jefferson
2nd Floor
Springfield, Illinois 62761

Re: Lawndale Dialysis, Project No. 11-103

Dear Mike:

In follow up to the submission our office made on July 27 relating to the above referenced pending CON application, I enclose the Membership Interest Purchase and Sale Agreement by and between Mount Sinai hospital Medical Center of Chicago and Total Renal Care, Inc. The attached version contains original signatures as an update to the copy we submitted to you last week.

Thank you for your time and assistance.

Sincerely,

Kara M. Friedman

Enclosure

**MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT
COWELL DIALYSIS, LLC**

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this 27th day of July, 2012 ("Execution Date"), by and between Mount Sinai Hospital Medical Center of Chicago, an Illinois not-for-profit corporation ("Buyer"), and Total Renal Care, Inc., a California corporation ("Seller").

RECITALS

A. Seller formed Cowell Dialysis, LLC, a Delaware limited liability company ("Company"), pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on September 7, 2011.

B. Seller is the sole member of Company and owns all of the issued and outstanding membership interests of Company.

C. The Company has applied to the Illinois Health Facilities and Services Review Board to obtain a certificate of need permit (the "CON Permit") to establish a freestanding dialysis center to be known as Lawndale Dialysis Center and located at 3934 W. 24th, Chicago, IL as more particularly set forth in the pending application for CON Permit, Docket No. 11-103.

D. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Five Hundred Four Thousand Two Hundred and Forty (504,240) of Seller's Units (the "Buyer Transferred Units"), representing a twenty-two percent (22%) interest in Company.

E. Contemporaneously, Zoa Associates, Inc., an Illinois corporation ("Zoa") desires to purchase from Seller, and Seller desires to sell to Zoa, Six Hundred Eighteen Thousand Eight Hundred and Forty (618,840) of Seller's Units (the "Zoa Transferred Units"), representing a twenty-seven percent (27%) interest in Company.

F. Seller will transfer the Buyer Transferred Units to Buyer pursuant to the terms and conditions set forth herein, and Buyer will thereafter become a Member of Company, and will transfer to Zoa, the Zoa Transferred Units pursuant to the terms and conditions of a separate agreement.

G. Following the Closing Date, as defined in Section 2 below, Seller will own a fifty-one percent (51%) interest in Company.

H. The parties are discussing the possibility of a joint venture to develop a home hemodialysis program at some later date.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. Purchase and Sale of Buyer Transferred Units; Purchase Price.

1.1 Purchase and Sale of Buyer Transferred Units. In consideration of Buyer's payment of the Purchase Price (as defined in Section 1.2 below), on the Closing Date (as defined in Section 2 below), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, all of Seller's right, title and interest in and to the Buyer Transferred Units, free and clear of any Liens (as such term is defined in Section 3.4 below).

1.2 Purchase Price. The purchase price to be paid by Buyer to Seller for the Buyer Transferred Units shall be Seventy-Five Thousand Six Hundred Thirty-Six Dollars (\$75,636.00) (the "Purchase Price"). The parties acknowledge that the Purchase Price represents twenty-two percent (22%) of the value of the in Company as of the Closing Date. The parties agree that no consideration is or will be paid for the value of any patient referrals (direct or indirect) to or from Buyer, Seller or any of their Affiliates.

2. Closing; Closing Date; Effective Date. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place on or before September 1, 2012, or on such other date as the parties may mutually agree, prior to the issuance of the CON Permit (the "Closing Date"), and shall be effective on September 1, 2012 (the "Effective Date"). The Closing shall take place at the offices of Seller's counsel, or by electronic transmission of PDF files, and overnight mail, or by such other means or at such location as the parties may mutually agree. The Closing shall be deemed to have occurred at 12:01 a.m. Central Time on the Closing Date.

3. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the Execution Date and the Closing Date (except for those representations and warranties that are made as of the Closing Date only, which are true and correct as of the Closing Date), that:

3.1 Status; Authorization. Seller is a corporation duly organized and in good standing under the laws of the State of California. Company is a limited liability company duly organized and in good standing under the laws of the State of Delaware. The Company has no subsidiaries. Seller and Company are duly licensed or qualified to do business in the State of Illinois. Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, the, and all other agreements and documents required to be delivered by Seller prior to or at the Closing (all of the foregoing, collectively, the "Seller Transaction Documents"). The execution, delivery and performance by Seller of the Seller Transaction Documents have been duly authorized by all necessary action on the part of Seller. Each of the Seller Transaction Documents has been duly executed and delivered by Seller, and assuming due authorization, execution and delivery by Buyer, constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms. When executed and delivered as contemplated herein, and assuming due authorization, execution and delivery by Buyer as applicable, each of the Seller Transaction Documents shall constitute the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

3.2 No Conflict; No Violation. The execution, delivery and performance of this Agreement by Seller does not and will not, and the execution, delivery and performance of each of the other Seller Transaction Documents by Seller will not, (a) violate the articles or certificate of formation or other organizational documents of Company or Seller; (b) violate any law, statute, rule, regulation, order, judgment or decree to which Company or Seller is subject; (c) conflict with or result in a breach of or constitute a default under any contract, agreement or other instrument to which Company or Seller is a party or by which Seller or Company, or any of Seller's or Company's assets or properties are bound or subject; (d) result in or require the creation of any Lien, charge or other encumbrance upon Transferred Units or any assets of the Company; or (e) require any approval or consent of any other person, whether under any contract, agreement or other instrument to which Company or Seller is a party or by which Seller, Company or their assets or properties are bound or subject.

3.3 Absence of Adverse Proceedings. Neither the execution and/or delivery of this Agreement or any other Seller Transaction Document by Seller nor the consummation by Seller of the transactions contemplated herein and therein violate any order, writ, injunction, judgment or decree of any federal, state or local court, department or agency to which Seller or Company is a party or by which Seller or Company is bound.

3.4 Title to Interest; No Liens; Entire Interest. As of the Closing Date, Seller is the sole legal and beneficial holder of Buyer Transferred Units, free and clear of any mortgage, security interest, pledge, hypothecation, assignment, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security arrangement, option, warrant, attachment, right of first refusal, preemptive right, conversion, put, call or other claim or right, restriction, transfer, or preferential arrangement of any kind or nature whatsoever (fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured (collectively, "Liens")).

3.5 No Liabilities or Operations. Except for the application for the CON Permit and the activities related thereto, (a) Company has no liability, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise, and (b) Company has not conducted business or had any operations of any kind.

3.6 Solvency. There is no bankruptcy or insolvency proceeding of any character including without limitation, bankruptcy, receivership, reorganization, dissolution or arrangement with creditors, voluntary or involuntary, affecting Seller or Company, and neither Seller nor Company has taken any action in contemplation of, or which would constitute the basis for, the institution of any such proceedings.

3.7 No Brokers. Seller has not employed, either directly or indirectly, or incurred any liability to, any broker, finder or other agent in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer and Company for any claims brought by any broker, finder or other agent claiming to have acted on behalf of Seller in connection with the purchase and sale of Transferred Units.

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller, as of the Execution Date and the Closing Date (except for those representations and warranties that are made as of the Closing Date only, which are true and correct as of the Closing Date), that:

4.1 Status; Authorization. Buyer is a not-for-profit entity duly organized, validly existing and in good standing under the laws of the State of Illinois and is a tax exempt entity under Section 501(c)(3) of the Code. Subject to the conditions set forth in Section 5.1(h), Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, , and all other agreements and documents required to be delivered by Buyer prior to or at the Closing (all of the foregoing, collectively, the "Buyer Transaction Documents"). Subject to the conditions set forth in Section 5.1(h), the execution, delivery and performance by Buyer of Buyer Transaction Documents have been duly authorized by all necessary action on the part of Buyer and its equity holder(s). Each of Buyer Transaction Documents has been duly executed and delivered by Buyer, and assuming due authorization, execution and delivery by Seller, constitutes the legal, valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms. When executed and delivered as contemplated herein, and assuming due authorization, execution and delivery by Seller as applicable, each of Buyer Transaction Documents shall constitute the legal, valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

4.2 No Conflict; No Violation. The execution, delivery and performance of this Agreement by Buyer does not and will not, and the execution, delivery and performance of each of the other Buyer Transaction Documents by Buyer will not, (a) violate the articles or certificate of formation or other organizational documents of Buyer; (b) violate any law, statute, rule, regulation, order, judgment or decree to which Buyer is subject; (c) conflict with or result in a breach of or constitute a default under any contract, agreement or other instrument to which Buyer is a party or by which Buyer or any of its assets or properties are bound or subject; or (d) require any approval or consent of any other person, whether under any contract, agreement or other instrument to which Buyer is a party or by which Buyer or its assets or properties are bound or subject.

4.3 No Brokers. Buyer has not employed, either directly or indirectly, or incurred any liability to, any broker, finder or other agent in connection with the transactions contemplated by this Agreement. Buyer agrees to indemnify, defend and hold harmless Seller and Company for any claims brought by any broker, finder or other agent claiming to have acted on behalf of Buyer in connection with the purchase and sale of Transferred Units.

4.4 Absence of Adverse Proceedings. Neither the execution and/or delivery of this Agreement or any other Buyer Transaction Document by Buyer nor the consummation by Buyer of the transactions contemplated herein and therein violate any order, writ, injunction, judgment or decree of any federal, state or local court, department or agency to which Buyer is a party or by which Buyer is bound.

5. Closing Conditions.

5.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, all or any of which may be waived in writing by Buyer:

(a) Each representation and warranty made by Seller in this Agreement shall be true and correct in all respects, as of the Execution Date and as of the Closing Date as though made on such dates (except for representations and warranties made as of a specified date, the accuracy of which will be determined only as of the specified date) and Buyer shall have received a certificate executed by an officer of Seller certifying the foregoing.

(b) Seller shall have performed, satisfied and complied with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(c) As of the Closing Date, there shall not have occurred any event, circumstance, change or effect that individually or in the aggregate with all other events, circumstances, changes or effects, is reasonably expected to be materially adverse to Buyer's Transferred Units or to Seller's ability to perform its obligations as contemplated in this Agreement since the Execution Date.

(d) Seller shall have delivered to Buyer all documents required to be delivered to Buyer by Seller, and all such documents shall have been properly executed by Seller.

(e) Seller and Zoa shall have executed and delivered to Buyer the Limited Liability Company Operating Agreement dated as of the Closing Date (the "LLC Operating Agreement"), on terms and conditions satisfactory to Buyer, Seller, and Zoa (the LLC Operating Agreement and this Agreement, the "Definitive Agreements").

(f) The Buyer is reasonably satisfied that the purchase of the Buyer Transferred Units and the terms of each of the Definitive Agreements do not violate the laws applicable to Buyer, including, without limitation, regulatory rules and non-profit tax laws.

(g) The Buyer shall have received requisite approval from its board of directors or a committee thereof, as required, to purchase the Buyer Transferred Units, approving the terms of the Definitive Agreements, and otherwise to proceed with the Closing of the transactions contemplated by this Agreement.

5.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date (or the Execution Date as noted below), all or any of which may be waived in writing by Seller:

(a) Each representation and warranty made by Buyer in this Agreement shall be true and correct in all respects, as of the Execution Date and as of the

Closing Date as though made on such dates (except for representations and warranties made as of a specified date, the accuracy of which will be determined only as of the specified date) and Seller shall have received a certificate executed by an officer of Buyer certifying the foregoing.

(b) Buyer shall have performed, satisfied and complied with all obligations and covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Buyer shall have delivered to Seller all documents required to be delivered by Buyer, and all such documents shall have been properly executed by Buyer, including a certificate signed by the secretary or other authorized officer of Buyer and dated as of the Closing Date, certifying that the Board of Directors or other managing body of Seller, as provided in Section 5.1(g), have adopted resolutions to authorize the transactions contemplated by this Agreement.

(d) Buyer shall have delivered to Seller the Purchase Price under Section 1.2.

(e) Buyer and Zoa shall have executed and delivered to Seller the LLC Operating Agreement dated as of the Closing Date, on terms and conditions satisfactory to Buyer, Seller, and Zoa.

6. Indemnification.

6.1 Survival of Representations and Warranties. All of Seller's and Buyer's representations and warranties contained in this Agreement and in any document or instrument delivered pursuant hereto shall (a) be deemed to be material and to have been relied upon by the other party, and (b) survive from and after the Closing Date for the greater of one (1) year or one (1) full Company audit cycle (the "Survival Period").

6.2 Indemnification by Seller. Seller shall indemnify, defend and hold harmless Buyer and its affiliates (including, without limitation, Company), directors, officers, employees, agents, representatives and successors, from and against all claims, causes of action, damages, suits, liabilities, costs and expenses (collectively, "Losses") asserted against or incurred by Buyer or its equity holders, members, affiliates (including, without limitation, Company), directors, officers, employees, agents, representatives and successors, resulting from or arising out of any breach by Seller of any of its warranties, representations or covenants set forth in this Agreement. All representations and warranties contained in Section 3 of this Agreement and the indemnification provision contained in this Section 6.2 shall continue to be fully effective and enforceable during the Survival Period, and shall thereafter be of no further force and effect.

6.3 Indemnification by Buyer. Buyer shall indemnify, defend and hold harmless Seller and its shareholders, affiliates (including, without limitation, Company), directors, officers, employees, agents, representatives and successors, from and against all Losses asserted against or incurred by Seller or any of its equity holders, members, shareholders, affiliates (including, without limitation, Company), directors, officers,

employees, agents, representatives and successors, resulting from or arising out of any breach by Buyer of any of its warranties, representations or covenants set forth in this Agreement. All representations and warranties contained in Section 5 of this Agreement and the indemnification provision contained in this Section 6.4 shall continue to be fully effective and enforceable during the Survival Period, and shall thereafter be of no further force and effect.

6.4 Indemnification Process. Any party seeking indemnification under this Section 6 (an "Indemnified Party") shall give each party from whom indemnification is being sought (each, an "Indemnifying Party") written notice of any matter which such Indemnified Party has determined has given rise to or could give rise to a right of indemnification under this Agreement, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The obligations and liabilities of an Indemnifying Party under this Section 6 with respect to Losses arising from claims of any third party which are subject to the indemnification provided for in this Section 6 ("Third Party Claims") shall be governed by and contingent upon the following additional terms and conditions:

(a) If any Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give each Indemnifying Party notice of such Third Party Claim within thirty (30) days of the receipt by the Indemnified Party of such notice; provided, however, that the failure to provide such notice shall not release an Indemnifying Party from any of its obligations under this Section except to the extent the Indemnifying Party is materially prejudiced by such failure.

(b) If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided, however, that if it would be detrimental to the defense of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party.

(c) In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnifying Party declines to take such defense and the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying

Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party.

(d) If the Indemnifying Party shall have failed to assume the defense of any claim in accordance with the provisions of this Section 6, then the Indemnified Party shall have the absolute right to control the defense of such claim and, if and when it is finally determined that the Indemnified Party is entitled to indemnification from the Indemnifying Party hereunder, the fees and expenses of the Indemnified Party's counsel shall be borne by the Indemnifying Party and paid by the Indemnifying Party to the Indemnified Party within five (5) business days of written demand therefor, but the Indemnifying Party shall be entitled, at its own expense, to participate in (but not control) such defense.

(e) So long as the Indemnifying Party has assumed and is conducting the defense of the Third Party Claim in accordance with Section 6.5(b) above, (i) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably provided that the Indemnified Party is completely released from all claims) unless the judgment or proposed settlement involves only the payment of money damages by the Indemnifying Party and does not impose an injunction or other equitable relief upon the Indemnified Party, and (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

7. Miscellaneous.

7.1 Assignment. No party hereto shall assign or otherwise transfer this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of the other party; provided, however, that (a) Seller shall be permitted, without the consent of Buyer, to assign or otherwise transfer this Agreement or any of its rights hereunder: (i) upon the purchase or sale of all or substantially all of the assets or stock of Seller or DaVita Inc. or the transfer (by operation of law or otherwise) of the ownership or control of Seller or DaVita Inc., to the purchaser of such assets or stock or the transferee of such interests; or (b) to any affiliate of Seller, and (b) Buyer shall be permitted, without the consent of Seller, to assign or otherwise transfer this Agreement or any of its rights hereunder: (i) upon the purchase or sale of all or substantially all of the assets or stock of Buyer or the transfer (by operation of law or otherwise) of the ownership or control of Buyer, to the purchaser of such assets or stock or the transferee of such interests; or (b) to any affiliate of Buyer. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon the parties hereto, and each of their respective successors, heirs and assigns.

7.2 Notices. All notices, requests, and other communication to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall

either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid.

If to Seller: Total Renal Care, Inc.
c/o DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Chief Operating Officer
Facsimile No.: (310) 536-2679

With a copy to: DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: General Counsel
Facsimile No.: (310) 536-2679

If to Buyer: Mount Sinai Hospital Medical Center of Chicago
Ogden at California Avenue
Chicago, IL 60608
Attention: Charles Weis, Executive Vice President and
Chief Financial Officer
Facsimile No.:

With a copy to: Holland & Knight LLP
131 S. Dearborn St., 30th Floor
Chicago, Illinois 60603
Attention: Clare Connor Ranalli
Facsimile No.: 312) 578-6666

All notices, requests, and other communication hereunder shall be deemed effective (i) if delivered by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, five (5) business days following the day such mailing is made.

7.3 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7.4 Integration; Modification. The execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be modified or supplemented only by a written instrument executed by all of the parties hereto.

7.5 Severability. Any provision hereof which is held to be prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be adjusted rather than avoided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible without in any manner invalidating the remaining provisions hereof.

7.6 Further Assurances. Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

7.7 Governing Law; Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the Laws of the State of Illinois, including all matters of construction, validity, performance and enforcement and without giving effect to contrary principles of conflict of laws. The parties hereby consent to and waive any objection to the jurisdiction and venue of any state court or federal court of general jurisdiction in or near Chicago, Illinois with respect to any action or proceeding relating in any way to this Agreement and agree that any action brought pursuant to this Agreement shall be brought in such a court in or near Chicago, Illinois.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement. Signatures delivered by facsimile or by electronic transmission of a PDF file shall have the same effect as originals.

7.9 Representation by Counsel. Each party hereto acknowledges that it has been advised by legal and any other counsel retained by such party in its sole discretion. Each party acknowledges that such party has had a full opportunity to review this Agreement and all related attachments, exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other party hereto or any third party.

7.10 Expenses. Each of the parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder.

7.11 Construction. The parties have participated jointly in the negotiations and drafting of this Agreement and in the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.12 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the date first written above.

BUYER:

Mount Sinai Hospital Medical Center of Chicago

By: Karon Tofelbaum
Name: Karon Tofelbaum
Its: MSH

SELLER:

Total Renal Care, Inc.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the date first written above.

BUYER:

Mount Sinai Hospital Medical Center of Chicago

By: _____

Name: _____

Its: _____

SELLER:

Total Renal Care, Inc.

By: DF _____

Name: David Finn

Its: Vice President