

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

ORIGINAL**RECEIVED****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

JAN 30 2012

This Section must be completed for all projects.HEALTH FACILITIES &
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: Schaumburg Renal Center		
Street Address: 1156 South Roselle Road		
City and Zip Code: Schaumburg, Illinois 60193		
County: Cook	Health Service Area: 007	Health Planning Area:

Applicant /Co-Applicant Identification**[Provide for each co-applicant [refer to Part 1130.220].**

Exact Legal Name: ISD Schaumburg, LLC
Address: 1551 Wewatta Street, Denver, CO 80202
Name of Registered Agent: Illinois Corporation Service Company
Name of Chief Executive Officer: Kent Thiry
CEO Address: 1551 Wewatta Street, Denver, CO 80202
Telephone Number: (303) 405-2100

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Other

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

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 during the review period]**

Name: Kara Friedman
Title: Attorney
Company Name: Polsinelli Shughart PC
Address: 161 North Clark Street, Suite 4200, Chicago, Illinois 60601
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

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

Name: Kelly Ladd
Title: Regional Operations Director
Company Name: DaVita Inc.
Address: 2659 N. Milwaukee Ave., 2 nd Floor, Chicago, Illinois 60647
Telephone Number: 815-459-4694
E-mail Address: kelly.ladd@davita.com
Fax Number: 866-366-1681

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

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Post Permit Contact

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

Name: Kelly Ladd
Title: Regional Operations Director
Company Name: DaVita Inc.
Address: 2659 N. Milwaukee Ave., 2 nd Floor, Chicago, Illinois 60647
Telephone Number: 815-459-4694
E-mail Address: kelly.ladd@davita.com
Fax Number: 866-366-1681

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Torgo Management Inc.
Address of Site Owner: 5231 North Harlem Avenue, Chicago, IL 60656
Street Address or Legal Description of Site: 1156 South Roselle Road, Schaumburg, IL 60193
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, 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 ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: ISD Schaumburg, LLC
Address: 1551 Wewatta Street, Denver, CO 80202
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

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

Part 1110 Classification:

- Substantive
- Non-substantive

Part 1120 Applicability or Classification:
[Check one only.]

- Part 1120 Not Applicable
- Category A Project
- Category B Project
- DHS or DVA Project

2. Narrative Description

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

DaVita Inc. and Total Renal Care, Inc. (the "Applicants") seek authority from the Illinois Health Facilities and Services Review Board (the "Board") to add 6 dialysis stations to its existing 14-station dialysis facility located at 1156 South Roselle Road, Schaumburg, IL 60193. The facility is currently operated in a 9,374 gross square feet space. 1,304 gross square feet of the current facility will be modernized to accommodate this expansion.

This project has been classified as non-substantive because it involves the expansion of an in-center hemodialysis category of service.

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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is _____.		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:	
<input type="checkbox"/> None or not applicable	<input checked="" type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): December 31, 2014	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
<input type="checkbox"/> Cancer Registry NOT APPLICABLE
<input type="checkbox"/> APORS NOT APPLICABLE
<input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
<input checked="" type="checkbox"/> All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

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

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

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

Facility Bed Capacity and Utilization

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

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

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o 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);
- o 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);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of DaVita 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 for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.

Luis Borgen
SIGNATURE

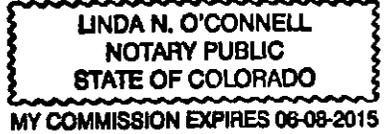
Luis Borgen
PRINTED NAME

Chief Financial Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16th day of January, 2012

Linda N. O'Connell
Signature of Notary

Seal



Arturo Sida
SIGNATURE

Arturo Sida
PRINTED NAME

Assistant Secretary
PRINTED TITLE

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

See attached
Signature of Notary

Seal

*Insert EXACT legal name of the applicant

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

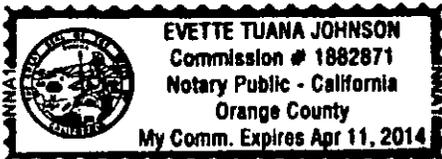
- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California
 County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me
 on this 13 day of January 2012
 by
 (1) ARTHUR SIDA
 Name of Signer



proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (✓)
 (and
 (2) _____
 Name of Signer

Place Notary Seal Above

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)
 Signature [Signature]
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Application for Permit (CARTS Inc.)
 Document Date: none Number of Pages: 4
 Signer(s) Other Than Named Above: Luis Borden

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here

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CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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- o 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);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of ISD Schaumburg, 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 for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.

Luis Borgen
SIGNATURE
Luis Borgen
PRINTED NAME
Chief Financial Officer
PRINTED TITLE

Arturo Sida
SIGNATURE
Arturo Sida
PRINTED NAME
Assistant Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 16th day of January, 2012

Linda N. O'Connell
Signature of Notary

Seal 

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

[Signature]
Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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

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

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant 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. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

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

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

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

ALTERNATIVES

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

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

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

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

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

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

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

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

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

PROJECT SERVICES UTILIZATION:

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

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

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

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

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

W

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage of the proposed shell space;
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function;
3. Evidence that the shell space is being constructed due to
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data are available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

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

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

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

G. Criterion 1110.1430 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize In-Center Hemodialysis must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	14	6

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(i) - Assurances	X	X	X
APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

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

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

VIII. - 1120.120 - Availability of Funds

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

\$503,879	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1)	the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2)	interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
_____	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5)	For any option to lease, a copy of the option, including all terms and conditions.
_____	e)	Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$503,879	TOTAL FUNDS AVAILABLE	

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

IX. 1120.130 - Financial Viability

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

2. Variance

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

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

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

A. Reasonableness of Financing Arrangements

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

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

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

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

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D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

APPEND DOCUMENTATION AS ATTACHMENT 42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

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

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

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

	Inpatient			
	Outpatient			
	Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care information **MUST** be furnished for **ALL** projects.

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 44.

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

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita Inc. and ISD Schaumburg, LLC (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1. ISD Schaumburg, LLC is the operator of Schaumburg Renal Center. Schaumburg Renal Center is a trade name of ISD Schaumburg, LLC and is not separately organized. As the person with final control over the operator, DaVita Inc. is named as an applicant for this CON application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware, is attached.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA 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 THIRTIETH DAY OF NOVEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

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

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

2391269 8300

101133217

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

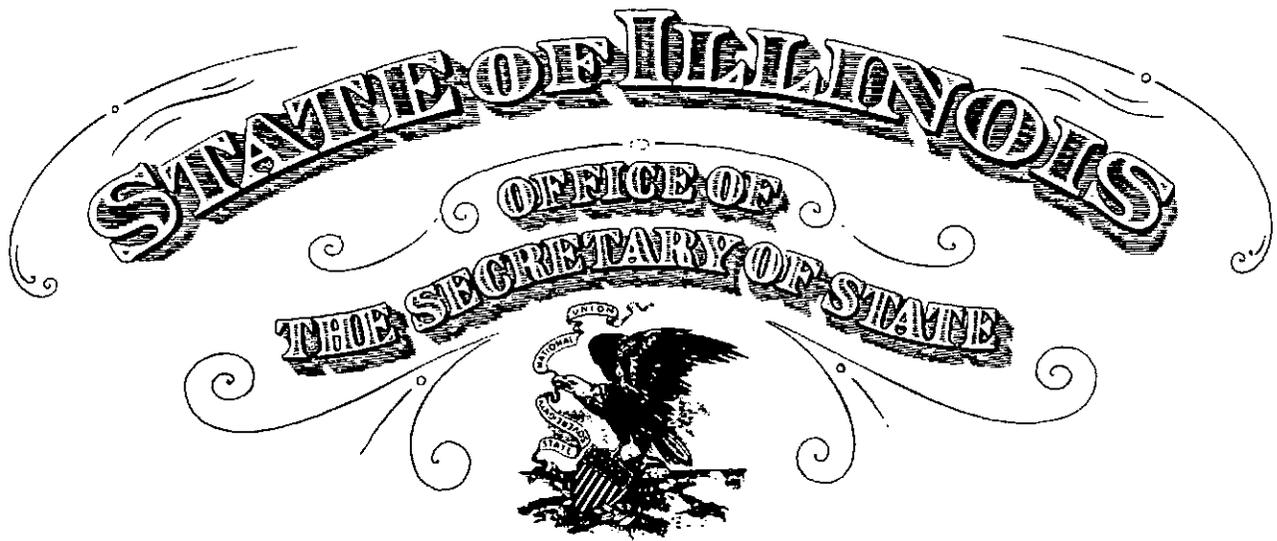



Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8386715

DATE: 11-30-10

Attachment - 1

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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ISD SCHAUMBURG, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 25, 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 26TH day of JANUARY A.D. 2012 .

Jesse White

Authentication #: 1202602452

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

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Section I, Identification, General Information, and Certification
Site Ownership

The lease between Torgo Management Inc. and ISD Schaumburg, LLC for the facility is attached at Attachment - 2.

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OPENING AND EXPIRATION DATE DECLARATION

Suite 1156-A

LANDLORD TORGO MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/v/a dated 11/23/93 and known as Trust No 13581

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

LEASE EFFECTIVE DATE December 9, 2003

DEMISED PREMISES NUMBER 1156-A S. Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately, 6,214 Rentable Square feet

Landlord and Tenant acknowledge and agree that the Commencement Date of the above referenced Lease is June 16, 2004 and the Expiration Date of the Lease is June 30, 2014

LANDLORD

TENANT

TORGO MANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/v/a dated 11/23/93 and known as Trust No 13581

RENAL CARE GROUP SCHAUMBURG, LLC

By *Stephen P. Dill*
Printed Stephen P. Dill
Title LES
Date 8/9/04, 2004

By *David M. Dill*
Printed David M. Dill
Its Vice President of Managing Member
Date August 17, 2004

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CONSENT TO LEASE ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") is entered into as of February 27, 2006, by and among TORGO MANAGEMENT, INC, an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, AS TRUSTEE w/v/a dated 11/23/93 and known as Trust No 13581 ("Landlord"), RENAL CARE GROUP SCHAUMBURG, LLC, a Delaware limited liability company ("Assignor"), and NATIONAL RENAL INSTITUTES, INC, a Delaware corporation ("Assignee"),

KAND 1156 B WITNESSETH

WHEREAS, Landlord and Assignor are parties to that certain Lease dated December 9, 2003, as it may have been amended (collectively, the "Lease"), whereby Assignor leased certain premises located at 1156A^{1/2} Roselle Road, Schaumburg, Illinois 60193 (the "Premises"), capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Lease,

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement by and among Renal Care Group, Inc, Fresenius Medical Care Holdings, Inc, and National Renal Institutes, Inc (the "Transaction"), Assignor desires to assign to Assignee and Assignee desires to assume from Assignor the Lease, and

WHEREAS, Assignee has agreed to assume the Lease,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows

- 1 Landlord consents to the assignment and assumption of the Lease
- 2 Except as otherwise specifically provided herein, nothing contained in this Consent shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Lease, or to waive any breach in the due keeping, observance or performance thereof, or to enlarge or increase Landlord's obligations under the Lease
- 3 Assignee agrees to assume all the rights and obligations under the Lease and shall be liable for the performance of all obligations of the Assignor under the Lease from and after the date of closing of the Transaction with respect to the Premises, and Assignee agrees that, from and after such closing date, it shall perform and observe all of the terms and conditions of the Lease on the part of the Assignor thereunder to be performed and observed for the remainder of the current term of the Lease
- 4 Notwithstanding anything herein to the contrary, Assignor acknowledges and agrees that Assignor is not being released from any obligations under the Lease to be performed or observed by Tenant thereunder for the remainder of the Term of the Lease, it being the intent that both Assignor and Assignee remain jointly and severally liable for all obligations to be performed or observed by Tenant under the Lease for the remainder of the Term of the Lease

- 1 - 29

5 The right to the return of any security deposit referred to in the Lease is hereby assigned by Assignor to Assignee

6 This Consent shall not be construed as a consent by Landlord to, or as permitting, any other or further assignment of the Lease, and no such further assignment shall be made without the prior written consent of Landlord in each instance, except to the extent permitted under the Lease

7 This Consent shall inure to the benefit of, and be binding upon, the parties hereto and to their respective successors and assigns

8 Landlord has not made any representations or warranties whether with respect to the condition of the Premises, or otherwise, except that Landlord states that it is entitled to execute this Consent

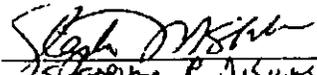
9 Assignor agrees to pay promptly all fees, charges and other expenses of Landlord on account of the assignment and assumption of the Lease, including Landlord's attorney's fees and expenses

10 All prior statements, understandings, representations and agreements between the parties to this Consent with respect to Landlord's consent to the assignment of the Lease, whether oral or written, are superseded by and merged in this Consent. This Consent may be executed in one or more counterparts each of which, when so executed and delivered, shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties have caused this Consent to Assignment to be duly executed as of the day and year first above written

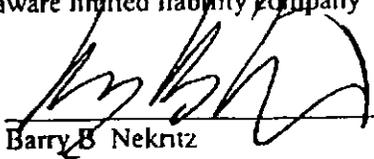
LANDLORD

TORGO MANAGEMENT, INC , an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, AS TRUSTEE w/va dated 11/23/93 and known as Trust No 13581

By 
Name STEPHEN P DISIMONE
Title PRESIDENT

ASSIGNOR

RENAL CARE GROUP SCHAUMBURG, LLC,
an Delaware limited liability company

By 
Name Barry B Nekritz
Title Authorized Representative

ASSIGNEE

NATIONAL RENAL INSTITUTES, INC ,
a Delaware corporation

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties have caused this Consent to Assignment to be duly executed as of the day and year first above written

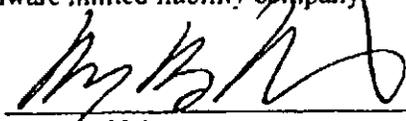
LANDLORD

TORGO MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, AS TRUSTEE w/a dated 11/23/93 and known as Trust No 13581

By 
Name. STEPHEN P. DI SICILIANO
Title PRESIDENT

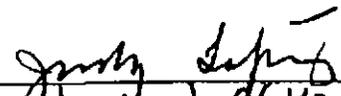
ASSIGNOR

RENAL CARE GROUP SCHAUMBURG, LLC, an Delaware limited liability company

By 
Name Barry B Nekritz
Title Authorized Representative

ASSIGNEE

NATIONAL RENAL INSTITUTES, INC, a Delaware corporation

By 
Name Judy Letkovitz
Title VP & Secretary

REAFFIRMATION OF GUARANTY

In consideration of and as an inducement to TORGO MANAGEMENT, INC , an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, AS TRUSTEE w/va dated 11/23/93 and known as Trust No 13581 ("Landlord"), to execute that certain Consent to Lease Assignment dated February 23, 2006, between RENAL CARE GROUP SCHAUMBURG, LLC, a Delaware limited liability company ("Assignor") and NATIONAL RENAL INSTITUTES, INC , a Delaware corporation ("Assignee"), of the lease dated December 9, 2003, (and as it may have been amended) for the premises located at 1156A and 1156B S Roselle Road, Schaumburg, Illinois 60193 ("Lease"), the undersigned, as Guarantor of the Lease, does hereby reaffirm its Guaranty dated December 9, 2003

Dated March ____, 2006

RENAL CARE GROUP, INC ,
a Delaware corporation

By 
Name Douglas Chappell
Title Senior Vice President

DELIVERY OF POSSESSION DATE CERTIFICATE

AND

FIRST AMENDMENT TO LEASE AGREEMENTS

LANDLORD TORGO MANAGEMENT, INC. as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/da dated 11/23/93 and known as Trust No. 13581

TENANT RENAI CARL GROUP SCHAUMBURG LLC

EFFECTIVE DATE OF LEASES December 9, 2003

COMMON ADDRESSES 1156-A & 1156-B S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately 6,214 Rentable Square Feet (as to Suite 1156-A)
Approximately 3,160 Rentable Square Feet (as to Suite 1156-B)

DEMISED PREMISES POSSESSION DATE February 16, 2004

PROJECTED OPENING DATE On or about July 1, 2004

Landlord and Tenant acknowledge and agree that the Demised Premises described in each of the above-referenced Leases have been delivered to Tenant for the performance of Tenant's Work (as said term is defined in and contemplated in each of such Leases) on the Delivery of Possession Date noted above.

Additionally, pursuant to Section 1.03 of the Leases, Landlord confirms that it has fully reviewed and approved, in all respects material to and required by it, the improvement plans and specifications, prepared by Tenant and its consultants for the initial Tenant's Work to be undertaken, as and if applicable, by Tenant in or about the Demised Premises as contemplated by, among other provisions, Section 1.02 of each Lease. Attached hereto and incorporated herein by reference as Exhibit P, which exhibit is deemed hereby as added to and fully incorporated into each of the Leases hereby as pertains to the Tenant's Work if any to be initially undertaken in each such Demised Premises, is a schedule and schematic of those improvement plans.

Tenant further acknowledges that all of Landlord's Work pursuant to said Lease has been completed except as follows: NONE

Landlord and Tenant agree that this Certificate and First Amendment will not change, modify, amend or revise the terms, conditions and provisions of the Leases, except as may be provided herein and as agreed to by the parties hereto. Landlord and Tenant each hereby confirm and ratify, all of the terms, conditions and covenants of the Lease. Further, to the extent that Landlord is required to procure the consent(s) of any third-party or parties as to the matters addressed herein, Landlord certifies unto Tenant that such consents and approvals have been requested and received.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD

FORGO MANAGEMENT, INC, as agent
for beneficiaries of COSMOPOLITAN
BANK AND TRUST, SUCCESSOR IN
INTEREST TO FIRST BANK OF OAK
PARK, AS TRUSTEE w/va dated 11/23/93
and known as Trust No 13581

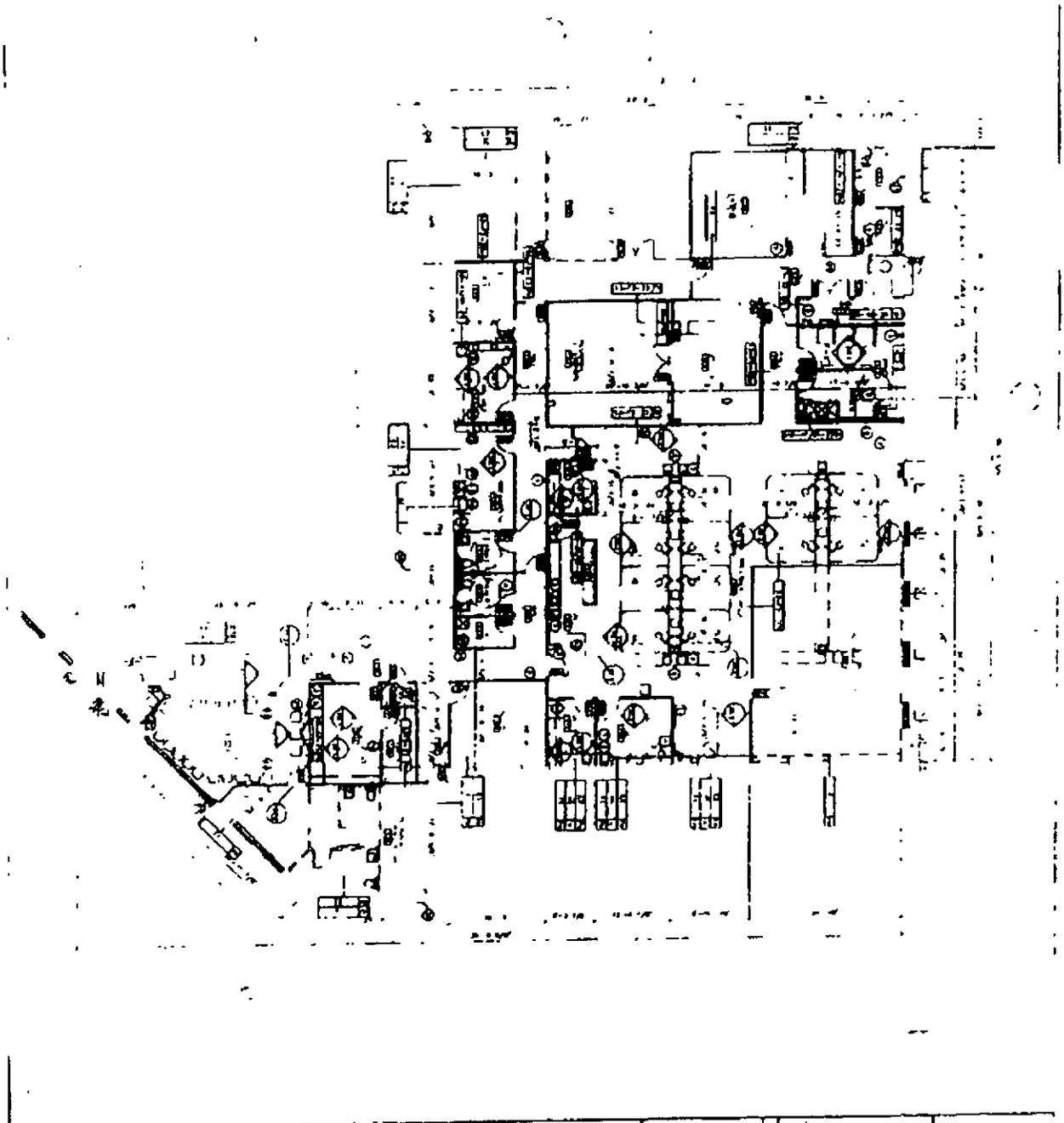
By *Stephen P. Dill*
Printed Stephen P. Dill
Its PRESIDENT
Date of Execution 2/25/, 2004

TENANT

RENAL CARE GROUP
SCHAUMBURG LLC

By *D.M.D.*
Printed Dana M. Dill
Its Vice President & Managing Member
Date of Execution 3/8/04, 2004

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 **Carroll**
Associates, Inc.

Room No.	Room Name	Area (sq. ft.)
101	LABORATORY	1,200
102	LABORATORY	1,200
103	LABORATORY	1,200
104	LABORATORY	1,200
105	LABORATORY	1,200
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ARCHITECTURE

- A01 PROJECT INFORMATION
- A11 WALL TYPE LEGEND & NOTES
- A12 FLOOR PLAN
- A13 ENLARGED PLANS
- A41 WALL SECTIONS & DETAILS
- A42 HALF WALL SECTIONS & DETAILS
- A43 MILLWORK SECTIONS & DETAILS
- A51 FINISH SPECIFICATIONS & NOTES
- A52 FINISH PLAN
- AE1 INTERIOR ELEVATIONS
- AE2 INTERIOR PAINTS
- AB1 REFLECTED CEILING PLAN
- AB2 FLOOR / WINDOW SCHEDULE
- AB3 FLOOR / WINDOW DETAILS

PLUMBING

- PC1 PLUMBING LEGEND & NOTES
- P1 SANITARY FLOOR PLAN
- P12 PLUMBING FLOOR PLAN
- P13 MEDICAL PIPING FLOOR PLAN
- P61 STACKS SCHEDULES & DETAILS

MECHANICAL

- MC1 HVAC LEGEND AND NOTES
- M1 HVAC MILLWORK PLAN
- M2 HVAC SCHEDULES & DETAILS

ELECTRICAL

- E01 ELECTRICAL LEGEND & NOTES
- E1 LIGHTING PLAN
- E2 LIGHTING SCHEDULES NOTES & DETAILS
- E3 POWER PLAN
- E32 HVAC FLOW PLAN
- E4 ONE LINE DIAGRAM & SCHEDULES
- E5 SYSTEM PLAN
- E61 PANEL SCHEDULES & NOTES
- E62 RISERS & DETAILS

TORGO MANAGEMENT, INC., an Illinois Corporation,
as agent for beneficiaries of **COSMOPOLITAN BANK AND TRUST**,
SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE
w/ta dated 11/23/93 and known as Trust No. 13581, AS "LANDLORD."

AND

RENAL CARE GROUP SCHAUMBURG, LLC, AS "TENANT"

LEASE AGREEMENT

Demised Premises

1156-A South Roselle Road
Schaumburg, Illinois 60193

LEASE SYNOPSIS

LEASE AGREEMENT BETWEEN TORG0 MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/va dated 11/23/93 and known as Trust No 13381 ("LANDLORD") and RENAL CARE GROUP SCHAUMBURG, LLC, a Delaware limited liability company ("TENANT")

EFFECTIVE DATE December 9, 2003

LANDLORD TORG0 MANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/va dated 11/23/93 and known as Trust No 13381

ADDRESS OF LANDLORD 5231 N Harlem Avenue
Chicago, Illinois 60656

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

ADDRESS OF TENANT c/o 2525 West End Avenue, Suite 600, Nashville, Tennessee 37203

TENANT'S TRADE NAME RENAL CARE GROUP or RENAL CARE GROUP SCHAUMBURG or RCG SCHAUMBURG

LEASE TERM Ten (10) years commencing upon the Commencement Date, plus if applicable, the remainder of the calendar month in which the Expiration Date occurs

COMMENCEMENT DATE As determined pursuant to Section 1.02 of the Lease

RENT ABATEMENT There shall be no Rent for the period until Commencement Date. Minimum Rent shall be paid in accordance with Article II and Exhibit C of the Lease

FLOOR AREA Approximately 6,214 square feet, being the rentable area of the Demised Premises, as outlined in Exhibits A & A-1 to the Lease

DEMISED PREMISES 1156-A S Roselle Road, Schaumburg, Illinois, as Shown on Exhibits A & A-1 to the Lease

PERMITTED USES Operation of a renal dialysis care services facility and any related and ancillary use, including medical and business offices in conjunction therewith

SECURITY DEPOSIT [INTENTIONALLY OMITTED]

GUARANTOR RENAL CARE GROUP, INC

INITIAL MINIMUM COMMON AREA PAYMENT \$15,535.00 per year
(\$1,294.58 per month)

INITIAL MINIMUM REAL ESTATE TAX PAYMENT \$25,788.10 per year
(\$2,149.01 per month)

TENANT'S PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE EXPENSES Five and Four Hundred Twenty-Fifths Percent (5.425%)

TENANT'S PROPORTIONATE SHARE OF TAXES Five and Four Hundred Twenty-Fifths percent (5.425%)

WHEREVER THE TERMS AND CONDITIONS OF THIS LEASE SYNOPSIS AND THE TERMS AND CONDITIONS OF THE LEASE TO WHICH THIS LEASE SYNOPSIS IS ATTACHED CONFLICT, THE TERMS AND CONDITIONS OF THE LEASE SHALL CONTROL

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of December, 2003 (the "Effective Date"), by and between TORGO MANAGEMENT INC. an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE *u/va* dated 11/23/93 and known as Trust No. 13381 (hereinafter referred to as "Landlord"), and RENAL CARE GROUP SCHAUMBURG, LLC (hereinafter referred to as "Tenant")

WITNESSETH

That for and in consideration of the rentals hereinafter reserved and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby mutually agree as follows

ARTICLE I GRANT AND TERM

SECTION 1.01 DEMISED PREMISES Landlord hereby leases to Tenant for the Term (as defined in Section 1.02 below) and upon the covenants hereinafter set forth, approximately, six thousand two hundred fourteen (6,214) rentable square feet of ground floor area in the shopping center, commonly known as 1156-A South Roselle Road, Schaumburg, Illinois in the Shopping Center known as the Schaumburg Towncenter or by such other name as Landlord may from time to time hereafter designate (hereinafter "Shopping Center"). The Shopping Center is legally described on Exhibit A hereto which exhibit is incorporated herein by reference. The leased space shall hereinafter be referred to as the "Demised Premises". The Demised Premises and the 1156-B Premises (as defined in Section 1.02 below) are collectively cross-hatched on the site plan of the Shopping Center attached hereto and made a part hereof as Exhibit A, and the Demised Premises are more particularly outlined by the single cross-hatching in relation to the 1156-B Premises in Exhibit A-1 hereto. Further, at all times following the Effective Date and during the Term of this Lease, Landlord hereby grants to Tenant an easement at all times following the Effective Date of this Lease and during the entirety of the Term for, and shall provide Tenant, its agents and contractors and, as applicable, third-party utility companies with, access to and use of all portions of the Common Areas of the Shopping Center to which Tenant may reasonably need access outside of the Demised Premises for purposes of undertaking and installing, and hereafter repairing, modifying and/or replacing, the utility services to the Demised Premises to be undertaken by Tenant and its agents and contractors in accordance with this Lease, including as pertains to the initial installation and future repair, modification and replacement of Tenant's required water and sanitary sewer line services as generally depicted in the schematic attached hereto as Exhibit F-1 attached hereto, and to the extent that Tenant may need access to areas of the Shopping Center exclusively leased to third-parties, Landlord will work in good faith with Tenant to procure appropriate access to those areas to allow installation, repair, modification and/or replacement of the required work, including the water line and sanitary sewer services generally outlined in Exhibit F-1 hereto.

SECTION 1.02 TERM Subject to Tenant's option rights to extend the Term as contemplated by Section 3.01 of this Lease, the term (the "Term") of this Lease shall be for a period of ten (10) years, commencing upon that date (the "Commencement Date") which is the earlier of (i) that date which is one hundred twenty (120) days following the Demised Premises Possession Date (as defined in Section 4.02 hereof), or (ii) that date following the Demised Premises Possession Date and upon which Tenant has substantially completed its initial tenant improvements, receives the appropriate certificate of occupancy and other consents without legal qualification necessary and appropriate to allow it to occupy the Demised Premises for the Permitted Uses and the approximately 3,160 square feet referred to as 1156-B South Roselle Road within the Shopping Center (the "1156-B Premises") as separately leased by Tenant from Landlord under that Lease Agreement entered into by and between Landlord and Tenant on or about the Effective Date hereof (the "1156-B Lease"), and expiring at midnight, central time, on the last calendar day of the month following the expiration of ten (10) full years after the Commencement Date, unless sooner terminated in accordance with the provisions hereof (the "Expiration Date"). The period between the Possession Date and the Commencement Date of the Term shall be referred to as Tenant's "Fixturing Period". Each consecutive twelve (12) month period beginning with the Commencement Date shall hereinafter be referred to as a "Lease Year" provided, however, that if the Commencement Date is not the first day of a month, the first Lease Year shall be the period beginning on the Commencement Date and continuing for twelve (12) consecutive full calendar months after the first day of the month immediately succeeding the Commencement Date. After the Effective Date hereof, and so long as Tenant's Work as to its initial tenant's improvements within and about the Demised Premises does not materially interfere with Landlord's Work as contemplated by Section 4.02, Landlord shall permit Tenant and Tenant's agents or independent contractors to enter the Demised Premises and the 1156-B Premises prior to the Commencement Date specified in this Lease and in the 1156-B Lease in order that Tenant may make the Demised Premises and the 1156-B Premises ready for Tenant's use and occupancy in accordance with the provisions of Exhibit F hereto (which Exhibit F shall be prepared by Tenant and agreed upon by the parties in writing by addendum hereto prior to commencement of such Tenant's Work

by Tenant) and the corresponding exhibit to the 1156-B Lease. Such entry shall be pursuant to a conditional exclusive license, which license shall be subject to the condition that Tenant and Tenant's employees, agents, contractors, subcontractors, workmen, mechanics, suppliers, and invitees shall work in harmony and not materially interfere with Landlord and its agents and contractors in doing its Landlord's Work under this Lease or the 1156-B Lease, its work in the Shopping Center or with work performed by Landlord or others for other tenants and occupants of the Shopping Center. If at any time such entry or occupancy shall cause or threaten to cause material disharmony or material interference, Landlord, in its reasonable discretion, shall have the right to suspend such license upon twenty-four (24) hours' prior written notice to Tenant. Tenant agrees that any such entry into and occupancy of the Demised Premises prior to the Commencement Date shall be deemed to be under, and Tenant shall abide by, all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay Rent. Tenant further agrees that to the extent permitted by law, Landlord and its beneficiary shall not be liable in any way for any injury or death to any person or persons, loss or damage to any of Tenant's Work and installations made in the Demised Premises or loss or damage to the property placed thereon prior to the Commencement Date, the same being at Tenant's sole risk, unless such occurrence is due to Landlord's or Landlord's agent's gross negligence. It shall be a condition to the license given by Landlord to Tenant pursuant to this Section 1 02 that Tenant shall give to Landlord not less than five (5) days' prior written notice, which notice shall contain and/or shall be accompanied by (i) a construction schedule and final copies of Tenant's improvements plans and specifications which are to be agreed upon by Landlord and Tenant pursuant to Section 1 03 of this Lease, (ii) the names and addresses of all contractors, subcontractors and material suppliers for whom and which such access is being requested, and (iii) certificates of insurance complying with the insurance requirements set forth in this Lease. All of the foregoing shall be subject to Landlord's prior approval, which approval shall be delivered within the time frame contemplated by Section Article XX, Subsection (p) and which shall not be unreasonably withheld. If requested by Landlord or Tenant and provided this Lease is not terminated pursuant to Section 1 03 hereof, immediately following establishment of the Possession Date and, thereafter, Commencement Date, or at any other time during the Term hereof, Tenant and Landlord shall each execute an appropriate Demised Premises Acceptance Declaration (following the Possession Date) and an Opening and Termination Date Declaration (following the Commencement Date) in the forms attached hereto as Exhibit B and Exhibit E, respectively, specifying the information called for in said forms.

SECTION 1 03 CONTINGENCIES Notwithstanding anything to the contrary otherwise set forth in this Lease or the 1156-B Lease, Tenant's obligations under this Lease are expressly contingent upon the occurrence of each of the following events (each a "Contingency") on or before that date which is the thirtieth (30th) calendar day following but excluding the Effective Date (the "Contingencies Deadline")

(a) Tenant must have satisfied itself that it will be able to obtain all required governmental approvals or variances, if any, special exceptions and other approvals necessary or appropriate in its discretion (including, without limitation, all applicable certificate(s) of need and City of Schaumburg, Illinois approvals) allowing for the unqualified issuance of operation permits, building permits and any other permits and approvals necessary for, the construction of the repairs, modifications and other improvements constituting the initial Tenant's Work within the Demised Premises and, if and as applicable, within the 1156-B Premises in accordance with its anticipated Tenant's Work to be outlined, when final, in Exhibit F hereto and to the 1156-B Lease (such plans and specifications to be agreed upon by Landlord and Tenant as contemplated by Section 1 03(b) hereof), and to, upon completion all such improvements, permit the use and occupancy of the Demised Premises and the 1156-B Premises for the intended Permitted Uses as of the Commencement Date of the Term hereof.

(b) If it so elects, Tenant must have received, reviewed and approved, at its sole cost and expense, a firm, final owner's leasehold commitment for title insurance from a title insurance company acceptable to it and in a form and of content acceptable to it bearing a commitment by such Title Company to issue a final leasehold owner's policy insuring Tenant's anticipated leasehold interest(s) in the Demised Premises, together with customary endorsements and other endorsements desired by Tenant, and a Landlord's "owner's affidavit" to permit the deletion of the so-called "standard exceptions".

(c) Tenant must have received an executed and recordable consent, recognition and non-disturbance agreement in a form and of content acceptable to Tenant and its counsel in their reasonable discretion, which consent as to form and content shall not be unreasonably withheld, conditioned or delayed, from each lender or other secured party, if any, having a mortgage, deed of trust, ground lease interest or similar secured interest in the Shopping Center, including the Demised Premises as of the Contingencies Deadline, and which agreement shall, among other matters, provide for each such lender's consent to this Lease and the 1156-B Lease, including, to the extent contemplated by lender's loan documents with Landlord, Tenant's intended Permitted Uses and to the repairs, improvements and modifications to the Demised Premises and, if and to the extent initially contemplated, the 1156-B Premises as may be contemplated by the Tenant's Work, and

(d) Tenant and Landlord must have entered into for recording a memorandum of lease in a form acceptable to Tenant and its counsel which consent as to form and content shall not be unreasonably withheld, conditioned or delayed, for recording, at Tenant's expense reflecting Tenant's leasehold interest in the Demised Premises and other matters as the parties thereto may agree

If any one or more of the Contingencies is or are not fulfilled to the sole satisfaction of Tenant on or before the Contingencies Deadline, Tenant may either, in its sole discretion and without further liability, (i) upon written notice to Landlord given within five (5) days thereafter, terminate this Lease, and upon such termination, neither party shall owe any further obligation to, or have liability to the other under this Lease, or (ii) notify Landlord in writing that Tenant has elected to waive all unsatisfied Contingencies. If Tenant does not, within five (5) days after the Contingency Deadline give Landlord the notice provided for in (i) or (ii) above (the "Contingencies Notice"), the unsatisfied Contingencies shall be deemed to have been waived by Tenant. The parties agreed to cooperate in good faith in an effort to assist Tenant in satisfaction of its Contingencies, provided, however it is acknowledged that, except for procurement of appropriate governmental approvals and permits for such work (which Landlord agrees to pursue immediately upon establishment of the Effective Date hereof), Landlord shall not be required to incur any expense or liability under this Lease as to Landlord's Work until Landlord has received written notice from Tenant that Tenant has satisfied or waived the Contingencies in their entirety

ARTICLE II RENT AND DEPOSIT

SECTION 2 01 MINIMUM RENT Provided that this Lease is not otherwise terminated prior thereto as contemplated above, then commencing upon the Commencement Date, Tenant covenants and agrees to pay annual minimum rent (the "Minimum Rent") to Landlord, in monthly installments in advance according to the Minimum Rent Schedule attached hereto as Exhibit C

SECTION 2 02 PERCENTAGE RENT [INTENTIONALLY DELETED]

SECTION 2 03 PAYMENTS BY TENANT Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims except as otherwise provided for in this Lease, the "Rent", which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable to Landlord hereunder; provided however no monthly rental payments shall be deemed late until after the fifth (5th) day of the month for which such sums are due. Unless otherwise stated in this Lease, all other sums of money or charges payable to Landlord from Tenant by this Lease are defined as "Additional Rent" and are due twenty (20) days after the rendering of an invoice therefor and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin or currency of the United States of America, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder

SECTION 2 04 DEPOSIT [INTENTIONALLY DELETED]

SECTION 2 05 LATE CHARGE In the event any sums required hereunder to be paid are not received on or before the fifth (5th) calendar day after the same are due, then, Tenant shall immediately pay, as Additional Rent, a late payment service charge equal to (a) One Hundred Fifty Dollars (\$150.00), plus, if not paid within fifteen (15) days of the initial date such sums are due, (b) interest from the original due date until said past due amount shall be paid by Tenant to Landlord at a rate equal to four percent (4%) above the prime rate as announced by the Bank One of Chicago from time to time, which rate (hereinafter the "Default Rate") shall change when and as said prime rate changes but which rate shall not be in excess of any maximum interest rate permitted by law

ARTICLE III OPTION TO EXTEND

SECTION 3 01 OPTION TO EXTEND Provided that no uncured Default by Tenant is existing under this Lease at the time the applicable option to renew described below is exercised or at the commencement of the applicable renewal option period, Landlord hereby grants Tenant the right, privilege and option to extend this lease for two (2) successive periods of five (5) years each, commencing, if and as exercised by Tenant as applicable, immediately on the Expiration Date of the initial ten-year Term hereof and the expiration date of the first five-year renewal period, and upon the same terms and conditions contained in this Lease (other than as set forth in this Article III to the contrary), upon notice in writing to Landlord of Tenant's intention to exercise each such option, given at least one hundred and eighty (180) days prior to, as applicable, the expiration of the initial ten-year Term or preceding initial renewal period of this Lease. If Tenant fails to timely exercise the first renewal period

option, the second renewal period option shall be immediately deemed to be null and void and of no further force or effect.

SECTION 3 02 OPTION RENTS In the event Tenant exercises a renewal period option to extend the Term provided for herein, Tenant covenants and agrees to pay to Landlord annual Minimum Rent for such renewal period, as exercised, in monthly installments on the first day of each month of such renewal period and in advance, according to the Minimum Rent Schedule attached hereto as Exhibit C.

SECTION 3 03 PERCENTAGE RENT DURING OPTION PERIOD ~~INTENTIONALLY DELETED~~

ARTICLE IV PREPARATION OF DEMISED PREMISES

SECTION 4 01 SITE PLAN Exhibit A sets forth the general layout of the Shopping Center as of the Effective Date hereof. Landlord does not warrant or represent that the Shopping Center is constructed exactly as shown thereon, provided, however, Landlord acknowledges that any materials provided to Tenant by Landlord or its agents with respect to the Demised Premises to assist Tenant in preparing its plans and specifications for the Tenant's Work are substantially complete and accurate. Subject to the limitations and requirements set forth in this Lease, Landlord may change or alter any of the stores, common areas or any other aspect in the Shopping Center, or may sell or lease any other portions of the Shopping Center without the consent of or prior notice to Tenant, provided, however, Landlord agrees that at all times during the Term hereof, including as the Term may be extended, the relative location and actual size of the Demised Premises and the 1156-B Premises shall remain unchanged, and any modifications, alterations or improvements otherwise undertaken by Landlord to the remainder of the Shopping Center or any portion thereof, shall be taken only in a manner so as not to (A) materially interfere with Tenant's or its patients' access to the Demised Premises or Tenant's business operations in or about the Demised Premises, or (B) materially interfere with the parking areas serving the Demised Premises for Tenant and its patients or the patient and delivery loading and supply access points at the Demised Premises. Further, as to access, deliveries and parking, subject to applicable laws and codes pertaining to the Shopping Center, Landlord represents and warrants unto Tenant that at no additional charge or cost beyond that factored into the Minimum Rents payable by Tenant hereunder (W) Tenant and Tenant's agents, officers, invitees, guests, patients, contractors and employees shall at all times during the Term have direct access for ingress and egress to and from the Demised Premises and one or more of the public rights-of-way adjoining the Shopping Center and known as Wise Road, Roselle Road and Hartford Road, (X) Tenant, its agents, representatives, employees, patients, contractors and invitees shall have the right to conduct pick-ups, drop-offs and the deliveries via semi-tractor truck transport or otherwise at the Demised Premises at any time during the Term, and the vehicles or carrier(s) making such drop-offs, pick-ups and deliveries to at the Demised Premises shall have the right to temporarily park their vehicles in any egress/ingress lanes and parking areas within the Shopping Center for purposes of loading and unloading provided such activities do not unreasonably interfere with other tenants' use and occupancy of the Shopping Center, (Y) at all times after the Effective Date and on a non-exclusive use basis with other tenants and occupants of the Shopping Center, there shall be located upon and within the boundaries of the Shopping Center property those number of parking spaces required by applicable laws, regulations, codes and ordinances to provide for the uses (including the Permitted Use) within the Shopping Center, including handicapped parking spaces, and (Z) Landlord shall not relocate any handicapped parking spaces in proximity to the Demised Premises without the prior written consent of Tenant.

SECTION 4 02 LANDLORD'S WORK Landlord, at its sole cost and expense and prior to the Demised Premises Possession Date (defined below), shall construct and otherwise undertake the repairs, modifications and improvements to the Demised Premises (and, as applicable, the 1156-B Premises) substantially in accordance with the "Outline Specifications" attached hereto and made a part hereof as Exhibit D (hereinafter referred to as "Landlord's Work"). As a condition precedent to Tenant's obligations under this Lease, and subject to Tenant not having otherwise terminated this Lease (and/or the 1156-B Lease) pursuant to the provisions of Section 1 03, if the Landlord's Work (as defined below) is not substantially completed on or before the expiration of forty-five (45) days after the Contingencies Deadline (such deadline being herein referred to as the "Demised Premises Possession Date" or "Possession Date"), and Landlord subsequently fails to substantially complete the Landlord's Work within thirty (30) days immediately following default notice by Tenant in accordance with Section 14 03, then Tenant may, in addition to exercising all other rights and remedies available to it under this Lease or at law or in equity, undertake to complete the Landlord's Work and receive reimbursement from Landlord as contemplated by Section 14 03. The Rent Commencement Date shall also be delayed by each day that Landlord's Work is delayed as result of Landlord's failure to do so. Without limiting or amending Landlord's obligations elsewhere under this Lease, Landlord warrants to Tenant for twelve (12) months after the Possession Date and for the Term of any warranties for materials, supplies or equipment, less ordinary wear and tear, that the Landlord's Work shall be completed by Landlord and its contractor(s) in a good and workman-like manner, free from faulty materials, in accordance with all applicable legal requirements and sound engineering standards, and in accordance with all applicable plans, installation

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instructions and specifications for the Tenant's undertaking of the Tenant's Work. Such warranty includes, without limitation, the repair or replacement (including labor), at Landlord's sole cost, of all materials, fixtures and equipment which are defective or which are defectively installed by Landlord, Landlord's contractors and their subcontractors. Landlord shall, at Tenant's option, assign to Tenant or enforce for the benefit of Tenant, all warranties from subcontractors and material suppliers for such materials, workmanship, fixtures and equipment in effect after the expiration of such twelve (12) month warranty period. The foregoing warranty shall not include any repairs or replacements necessitated due to the grossly negligence or intentionally wrongful acts of Tenant, or its employees, agents and/or contractors.

SECTION 4 03 DELIVERY OF POSSESSION DATE Provided Tenant does not terminate this Lease beforehand by its terms and provided, further, that Landlord has properly and substantially completed its Landlord's Work to the reasonable satisfaction of Tenant subject only to immaterial punch-list items, if any, that will not interfere with issuance of, as applicable, required preliminary/temporary certificates of occupancy (or the local equivalent) as pertains to the Demised Premises or with the undertaking by Tenant of the initial Tenant's Work hereunder, Tenant agrees to take physical possession of the Demised Premises on the Possession Date. Subject to Tenant's rights, at its option, of earlier access under Section 1 02 hereof and subject to delays in finalization of the plans and specifications for the initial Tenant's Work and applicable permitting processes, from and after the Possession Date, Tenant agrees to diligently perform Tenant's Work but delays incurred by Tenant in commencing or thereafter completing its initial Tenant's Work, while not delaying the Commencement Date of the Term, shall not result in a Default by Tenant hereunder.

SECTION 4 04 TENANT'S WORK Other than Landlord's Work done pursuant to Section 4 02 and Exhibit D hereto, all work necessary or appropriate to put the Demised Premises in a condition appropriate for Tenant's use thereof for the Permitted Use is to be performed by Tenant at its expense (hereinafter referred to as "Tenant's Work") in accordance with, when final and included by future addendum hereto, Exhibit F attached hereto and made a part hereof and in accordance with the provisions of Section 4 06 hereof. All entry into the Demised Premises and work done by Tenant shall, subject to the other terms of this Lease, be at Tenant's sole risk. All additional initial work, if any, performed by Tenant beyond that scheduled and described in approved Exhibit F shall, as contemplated by Section 1 02 hereof, be subject to Landlord's reasonable prior written approval, including, but not limited to, written approval of Tenant's plans and specifications as prepared by an independent professional, and all of Tenant's Work, including that initial work as contemplated by Exhibit F, shall be in accordance with good construction practices, all applicable laws, Landlord's insurance requirements as set forth in Section 4 05(b) and 9 02 hereinafter and shall be undertaken in such a manner as to not unreasonably interfere with the use by other tenants and occupants of their respective premises. Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant, except that resulting from Landlord's or its agents' contractors, representatives or employees' negligence or intentional acts. Tenant agrees to pay for all the utilities used or consumed in the Demised Premises by Tenant on and after the delivery of Demised Premises upon the Possession Date. Tenant shall obtain at Tenant's sole expense all certificates, approvals and permits which may be necessary so that a certificate of occupancy for the Demised Premises may be issued, including zoning variations or special use permits. If any zoning variations or special use permits are required, Tenant shall, subject to its contingency rights under Section 1 03(a) hereof, use its best efforts to obtain such variations or permits. In addition, Tenant shall keep Landlord reasonably informed of its progress in obtaining such variations and permits. Copies of all such certificates shall be delivered to Landlord. Notwithstanding any provision of this Lease to the contrary, Landlord shall, in order to assist Tenant with the costs of procuring and installing those dedicated and separately metered water and sewer lines required by Tenant for use of the Demised Premises and the 1156-B Premises for the Permitted Use, contribute to Tenant the sum not to exceed Eight Thousand Eight Hundred Dollars (\$8,800.00) (such amount being referred to as the "Landlord's Contribution"). Landlord's Contribution shall be made available and paid to Tenant by Landlord promptly and in all events within twenty (20) days following the last of completion of such applicable work by Tenant and presentation by Tenant to Landlord of copies of bona-fide receipts for items or labor purchased from unrelated third-parties, a sworn contractor's statement of completion and original lien waivers from Tenant's general contractor and the subcontractors and materialmen involved in the construction of such portions of Tenant's Work, together with any other documentation reasonably required by Landlord.

SECTION 4 05 SUBSEQUENT ALTERATIONS BY TENANT

(a) Following that initial Tenant Work contemplated by Exhibit F when complete, Tenant may not make any subsequent changes, modifications or alterations to the Demised Premises, including but not limited to demolition, erecting permanent partitions, making alterations or additions, or boring or screwing into ceilings, walls or floors, whether or not the same may be required under this Lease, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations shall be performed in a first-class and workmanlike manner and in accordance with all applicable legal and insurance requirements and the terms and provisions of this

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Lease. Further, in performing future work within or about the Demised Premises, Tenant agrees that it shall also comply with Landlord's reasonable and non-discriminatory rules and regulations as may be then applicable to the Shopping Center as published from time to time, provided, Landlord represents unto Tenant that, as of the Effective Date, no such rules and regulations are in existence. Notwithstanding the foregoing, future cosmetic and non-structural changes to the interior of the Demised Premises, including painting, wallpapering, floor covering changes or carpeting shall in no event, require prior notice to Landlord, or its consent. In addition, Landlord agrees that Tenant may install all necessary and appropriate moveable partitions, trade equipment and trade fixtures necessary for the conduct of its business within the Demised Premises, and same shall at all times remain as personal property of Tenant regardless of the manner of annexation.

(b) Prior to the commencement of any work by Tenant, Tenant shall (i) obtain Commercial General Liability and workers' Compensation insurance in the amounts and as contemplated by Section 9.02 of this Lease, and name Landlord and its property manager, if applicable for the shopping Center as an additional insured (or as their interests may otherwise be appropriate) and shall deliver duplicate originals of all certificates of such insurance to Landlord, and (ii) require its contractors to carry and maintain Commercial General Liability and Workers' Compensation insurance and provide certificate of insurance naming Tenant and Landlord as additional insureds.

(c) No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Demised Premises or the common areas, or any part thereof, and no representation respecting the condition of the Demised Premises or the Shopping Center has been made to Tenant by Landlord, except as specifically set forth in this Lease. Except as set forth herein, Tenant hereby expressly acknowledges that Landlord has made no representations or warranties, express or implied, as to the design or adequacy of (i) the Shopping Center for use as a shopping center facility, or (ii) the Demised Premises for the use set forth in Section 5.01(a).

SECTION 4.06 LIEN CLAIMS Tenant shall not permit any lien or claim for lien for any mechanic, laborer or supplier or any other lien to be filed against the Shopping Center, the Demised Premises, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant, but excluding Landlord's Work or any other repair, maintenance or replacement obligations of Landlord as to the Shopping Center, or any portion thereof, contemplated by this Lease for which Landlord shall be responsible. In the event that any such lien or claim is filed against the Demised Premises or the Shopping Center or any portion thereof as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond over the same within thirty (30) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond over or pay the same without inquiring into the validity or merits of such lien. Said lien and all sums so advanced by Landlord, including Landlord's reasonable expenses and reasonable attorneys' fees, shall be paid on demand by Tenant as Additional Rent.

ARTICLE V CONDUCT OF BUSINESS

SECTION 5.01 USE AND TRADE NAME

(a) Tenant may use and occupy the Demised Premises for the Permitted Uses as set forth in the Lease Synopsis comprising a portion of this Lease and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Upon completion of the initial Tenant's Work within the Demised Premises and occupancy of the Demised Premises by Tenant, Tenant's initial hours of operation within the Demised Premises are expected to be, approximately, 5:00 a.m. to 11:00 p.m. daily, but Tenant shall, notwithstanding the foregoing anticipated hours of operations, have access to the Demised Premises twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year throughout the Term and may, subject to applicable law and at its discretion, but without any obligation, operate during other hours as Tenant may desire, including upon holidays. Nothing contained to the contrary, expressly or implicitly, in this Lease shall be deemed or construed as a requirement that Tenant open for business in the Demised Premises or continuously operate its business in the Demised Premises.

(b) Tenant shall operate its business from the Demised Premises under any one of the following full names only:

"RENAL CARE GROUP", or "RENAL CARE GROUP SCHAUMBURG", or "RCO SCHAUMBURG", and under no other trade name without Landlord's prior written consent.

SECTION 5.02 ESTOPPEL CERTIFICATES From time to time within twenty (20) days after receipt by Tenant of written request therefor from Landlord or from any mortgagee under any mortgage or any beneficiary under any deed of trust on the real property on which the building containing the Demised Premises is located or of which the Demised Premises are a part, deliver, in recordable form, a

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duly executed and acknowledged certificate or statement to the party requesting said certificate or statement or to any other person, firm or corporation designated by Landlord, certifying, (a) that this Lease is unmodified and in full force and effect, or, if there has been any modification, that the same is in full force and effect as modified, and stating any such modification, (b) the date of commencement of the Term of this Lease, (c) that Rent is paid currently without any off-set or defense thereto (or, if any set-off or defense is applicable, the facts and circumstances pertaining thereto), (d) the dates to which the Rent and other charges payable hereunder by Tenant have been paid, and the amount of Rent and other charges, if any, paid in advance, (e) whether or not there is then existing any known claim of Landlord's default hereunder and, if so and to the extent known, specifying the nature thereof, (f) whether or not the Lease contains any exclusive use provisions, and (g) any other matters relating to the status of such Lease as shall be reasonably requested by Landlord or any such mortgagee or beneficiary from time to time, provided that, in fact, such facts are accurate and reasonably ascertainable. Any such certificate or statement by Tenant may, at the election of the requesting party, include Tenant's undertaking not to pay rentals or other charges for more than a specified period in advance of the due dates therefor set forth herein. Upon request from time to time, Landlord agrees to provide Tenant with one or more similar stoppages for the benefit of Tenant's proposed permitted assignee(s), subtenant(s) and lender(s).

SECTION 5 03 UTILITIES Tenant, at its expense, shall arrange for and pay all costs for all utilities and services provided directly for or used in or at, and as separately metered to, the Demised Premises, commencing upon delivery by Landlord to Tenant and acceptance of the Demised Premises by Tenant upon the Possession Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies, the cost of any installation not included in Landlord's Work of any and all such utility services. If Tenant subsequently desires additional gas, telegraphic, burglar alarm, computer installations or signal service not contemplated by Landlord's Work or the initial Tenant's Work, Landlord shall, upon request and provided that any such service is feasible and compatible with Shopping Center systems, reasonably direct, in consultation with Tenant and the utility providers, the location and method of all connections and wiring, if any, for such service. The installation, maintenance and use of any such additional service beyond that contemplated by Landlord's Work shall be at Tenant's sole expense. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation by Tenant and maintenance of such utility being the Tenant's obligations to maintain and other services and from all costs and charges for utilities consumed on or by the Demised Premises.

SECTION 5 04 SIGN Tenant shall install and maintain one (1) sign affixed to the front of the Demised Premises, subject to the prior written approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and conforming to all applicable legal and insurance requirements. Tenant's sign shall be consistent with the specifications and requirements contained in Exhibit C attached hereto. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Demised Premises thereby not otherwise resulting from the negligent or intentional acts of Landlord, its agents, employees and representatives. In the event Landlord deems it necessary to remove such sign for safety reasons then Landlord shall have the right to do so upon not less than ten (10) days prior written notice to Tenant and provided, further, that Landlord shall replace such sign as soon as practicable at Landlord's sole cost. No additional signs which can be seen from the exterior of the Demised Premises shall be installed or displayed in, on or about the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered). Any sign or display visible from the exterior of the Demised Premises which does not meet the above criteria may, provided Tenant has not removed such upon notice of default, be removed at any time by Landlord without notice or Landlord incurring any liability therefor.

SECTION 5 05 TENANT'S WARRANTIES AND OBLIGATIONS Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the Term hereof it shall (i) subject to Landlord's obligations under this Lease, keep the Demised Premises, including the floors, signs and any platform or loading dock used exclusively by Tenant clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements not the obligation of the Landlord, painting and decorating), and shall keep all glass in doors and windows comprising a portion of the Demised Premises clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty excepted, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business, equipment or trade fixtures, (iii) comply, and cause all of Tenant's employees, agents, concessionaires, licensees and invitees to comply with all of the rules and regulations of the Shopping Center ("Rules and Regulations") as reasonably and non-discriminatorily adopted in writing from time to time and enforced by Landlord, provided, however, Landlord shall have no duty or obligation to enforce any of the Rules and Regulations (none which exist as of the Effective Date hereof) or the terms, covenants or conditions of any lease of space in the Shopping Center against any tenant or any other person or entity, and Landlord shall not be liable to Tenant, Tenant's agents or employees, or anyone claiming through Tenant, its agents or employees for violation of any of the Rules and Regulations of any term, covenant or condition of any lease by anyone or any entity, (iv) observe all restrictive covenants of

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record or of which Tenant is notified in writing which are applicable to the Shopping Center and its Tenants, provided, however, Landlord represents that the Demised Premises are not subject to any easements, rights, rules, regulations, duties, obligations, covenants, conditions, restrictions, limitations or agreements in existence or being negotiated which may or would materially hinder, interfere with, impede, constrain or otherwise restrict or prohibit Tenant's occupancy and use of the Demised Premises for the Permitted Use or the use, on a non exclusive basis with other tenants and occupants of the Shopping Center, of the Common Areas, and Landlord will not, without the prior written consent of Tenant while this Lease, or any renewal or extension hereof, is in effect, agree to or undertake to make any modification, amendment or otherwise to any existing documents, instruments, declarations or restrictions which may be of record as of the Effective Date, or otherwise create or enter into any new agreements, or take or fail to take any act which would violate the terms and provision of this Lease, (v) not use the parking areas or sidewalks or any space outside the Demised Premised for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Demised Premises which may be heard outside the Demised Premises, or permit any objectionable odors to emanate from the Demised Premises, (vii) keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Demised Premises, (viii) subject to the provision of this Section 5 05, comply and require all of Tenant's employees, agents, concessionaires, licensees and invitees to comply with all laws, ordinances orders and governmental regulations, and with the directions of any public officer authorized by law, with respect to the Demised Premises or the Shopping Center and the use and occupancy thereof for the Permitted Use, (ix) operate its business in the Demised Premises under one of those anticipated Tenant's trade names as set forth in Section 5 01, and under no other name without the prior written approval of Landlord, (x) subject to Landlord's Work obligations hereunder, upgrade the sprinkler system within the Demised Premises to the extent required and otherwise install and maintain such fire protection devices as may be required by any governmental body related to Tenant's use of the Demised Premises for the Permitted Use, (xi) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Landlord, in its sole discretion, shall provide trash services to Tenant, Tenant shall be obligated to use and pay for the same in the manner and as part of the Common Area Maintenance Expenses, (xii) change Tenant's air conditioning filter as necessary, but not less often than five (5) times a year, and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year, (xiii) subject to conditions or circumstances within or about the Shopping Center not created by Tenant or those under this control, keep the Demised Premises free from insects and vermin and contract for regularly scheduled extermination service at such times and with such contractors as Landlord shall approve in writing, and (xiv) employ only such labor in the performance of any Tenant Work in and about the Demised Premises as will not cause any substantial or material conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors

SECTION 5 06 LEGAL REQUIREMENTS Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder respecting all matters of occupancy, condition or maintenance of the Demised Premises as pertains solely to Tenant's use of the Demised Premises for the Permitted Use(s), whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request. Notwithstanding anything to the contrary set forth in this Lease, including this Section 5 06, Landlord shall be solely responsible to comply, at its cost and expense but subject to reimbursement by Tenant for Tenant's Proportionate Share of Common Area Maintenance Expenses under Article VI to the extent applicable and recoverable, with all laws, statutes, ordinances, regulations or rules (including, without limitation, zoning, environmental, fire and the Americans with Disabilities Act) affecting the Shopping Center generally, including the Common Areas, and not pertaining solely to the Demised Premises for the Permitted Use

ARTICLE VI. COMMON AREA

SECTION 6 01 COMMON AREA DEFINED "Common Area" herein shall be defined as all areas exterior to the Premises as shown or legal described on Exhibit A, which are available for the joint use and benefit of Landlord, Tenant and other tenants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, contractors, customers, patients and other invitees, including but not limited to parking areas, parking spaces, driveways, truck serviceways, passageways, sidewalks, entrances to and from public thoroughfares, exits, lighting facilities, loading docks (except that Tenant shall have the exclusive right to use the dumpster pad and loading dock and service areas immediately behind and serving the Demised Premises, if any.) courts, roof, landscaped areas and utility lines

SECTION 6 02 USE During the Term of this Lease, Tenant is granted, subject to reasonable and non-discriminatory rules and regulations promulgated by Landlord from time to time as pertains to the entirety of the Shopping Center and in addition to those rights and privileges granted elsewhere in this Lease, a nonexclusive license to permit its employees, agents, subtenants, concessionaires, licensees, contractors, customers, patients and other invitees to use the Common Areas, including for ingress and

gress to and from the Demised Premises from a public street or highway. Landlord shall, subject to the other provisions of this Lease (including, without limitation, Section 4.01 hereof), have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the areas in the Shopping Center excluding the Demised Premises or of the Common Areas or any part thereof, including, without limitation, the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type, subject to any easements and restrictions of record granted or approved by Landlord from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Provided, however, during the Term hereof, as same may be extended by Tenant, Landlord shall not modify or alter the utilities running through or comprising any portion of the Common Areas servicing the Demised Premises to such an extent as would materially interfere with Tenant's use and enjoyment of the Demised Premises for the Permitted Use(s).

SECTION 6.03 COMMON AREA MAINTENANCE EXPENSES Landlord agrees to maintain and keep in good service and repair all Common Areas. Subject to the provisions of Section 6.05 hereof, Tenant agrees to reimburse Landlord, as Additional Rent, for its Proportionate Share (as determined in accordance with Section 6.04) of all costs and expenses incurred by Landlord in managing, servicing, insuring, cleaning, maintaining, repairing, and (to the extent Landlord, in its sole discretion, deems appropriate) policing and protecting all Common Areas in the Shopping Center (the "Common Area Maintenance Expenses"). Common Area Maintenance Expenses shall include, but not be limited to, the following costs and expenses: (i) gas, electricity, water, sewer, other utility charges (including surcharges) of whatever nature, and removal of rubbish, dirt, debris, snow and ice pertaining solely to the Common Areas, (ii) insurance premiums for insurance covering property damage, fire, extended liability coverage for the Shopping Center, rent loss, workers' compensation, employer's liability, and contractual liability insurance premiums, (iii) building personnel costs, including, but not limited to, salaries, wages, employment taxes, social security, fringe benefits, and other direct costs of engineers, superintendents, watchmen, porters, and any other building personnel, (iv) costs of service and maintenance contracts, including, but not limited to, chillers, boilers, roof controls, windows, janitorial and general cleaning, (v) all other maintenance and repair expenses and supplies which may be deductible for such calendar year in computing Federal income tax liability, (vi) any other costs and expenses (i.e., items which are not capital improvements) incurred by Landlord in operating the Shopping Center, including, without limitation, the costs and expenses required to properly maintain the parking lot and the landscaping for the Shopping Center, (vii) the costs of any additional services not provided to the Shopping Center at the Lease Commencement Date but thereafter provided by Landlord for the benefit of all tenants of the Shopping Center in the prudent management of the Shopping Center, (viii) the cost of any capital improvements which are made by Landlord after the completion of initial construction Shopping Center and excluding, in all respects, future additions to the Shopping Center of floor area for leasing or occupancy, provided, however, that the costs of each such capital improvement, together with any financing charges incurred in connection therewith, shall be amortized and/or depreciated over the useful life thereof and only that portion thereof attributable to such Lease Year shall be included in the Common Area Maintenance Expenses for such Lease Year, (ix) reasonable management fees and other administrative fees and costs (including attorneys' and auditors' fees) but excluding costs and fees expended in negotiating leases or in improving other leased premises for exclusive use of occupancy, and (x) roof repair, maintenance or replacement. Common Area Maintenance Expenses shall not include (a) principal payments or interest payments on any mortgages, deeds of trust, or other financing encumbrances, (b) leasing commissions payable by Landlord or (c) deductions for depreciation of the improvements shown on Exhibit A.

SECTION 6.04 CALCULATION OF COMMON AREA MAINTENANCE EXPENSE Tenant's obligations shall be calculated as follows: (a) Landlord shall aggregate together all Common Area Maintenance Expenses to which shall be added an additional administrative fee in an amount equal to fifteen percent (15%) of such expenses, (b) divide the Common Area Maintenance Expenses by a number which is the total square footage of the gross rentable floor area in the Shopping Center (and any expansion thereof), and (c) multiply the quotient arrived at through the calculations described in (b) above by the total square footage of floor area in the Demised Premises. The gross rentable floor area in effect for the whole of any Lease Year or partial Lease Year shall be the average of the gross rentable floor area on the first day of each calendar month in such Lease Year or partial Lease Year. Initially, and subject to reductions as may result following the Effective Date from future expansions of the Shopping Center, Tenant's percentage share shall be five and four hundred twenty-fifths percent (5 425%) as calculated by dividing the gross rentable square footage of the Demised Premises (6,214 square feet) by the total gross rentable square feet in the Shopping Center, whether occupied or not, (114,547 square feet) (the "Tenant's Proportionate Share"). Tenant shall pay Landlord, in advance and as Additional Rent, Tenant's Proportionate Share of Landlord's estimate of Common Area Maintenance Expenses, as computed above, in twelve (12) equal monthly installments with the monthly installment of Minimum Rent. Notwithstanding the above, in the event Landlord at any time determines that the amount of Common Area Expenses actually being paid by Landlord exceeds the estimate upon which Tenant's Proportionate Share of Common Area Expenses was computed, Tenant, following a written request, from Landlord, shall commence to pay with the next installment of monthly Minimum Rent due, and as Additional Rent hereunder, an amount sufficient to result in Tenant paying its full Tenant's Proportionate Share. At the

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end of each year, there shall, in accordance with Section 6.05 below, be an adjustment if the estimated Tenant's Proportionate Share amount paid by Tenant differs from the Tenant's Proportionate Share actually incurred and paid in that year. Tenant's obligation to pay its Proportionate Share of Common Area Expenses arising during the Term of this Lease shall survive the expiration or, as applicable, earlier termination of this Lease for one (1) year.

SECTION 6.05 YEAR-END VERIFICATIONS OF COMMON AREA MAINTENANCE EXPENSES, CAP.

(a) Following the Commencement Date of the Term, at the end of each Lease Year, Landlord shall give written notice to the Tenant within three hundred sixty (360) days setting forth in reasonable detail by category the Common Area Maintenance Expenses for the Lease Year just ended. If Tenant's Proportionate Share of Common Area Maintenance Expenses for the Lease Year previously ended and subject to the verification exceeds the aggregate monthly payments of Additional Rent for such costs already paid by Tenant for such Lease Year, then Tenant, subject to, if applicable, the cap set forth in Section 6.05(c) hereof, shall pay the difference to Landlord within thirty (30) days of Tenant's receipt of such notice, subject however, to Tenant's right to contest such determination. If the aggregate monthly payments of Additional Rent for Common Area Maintenance Expenses exceed Tenant's Proportionate Share thereof for the subject Lease Year, then Landlord shall promptly, and in all events within thirty (30) days thereafter, submit payment of such overages to Tenant. Landlord agrees that refunds or rebates made to it from contestations made by Landlord or otherwise as to any Common Area Maintenance Expenses, as well as Taxes described under Article VIII hereof, during the course of any Lease Year shall be taken into account in calculating each year-end expenses adjustment so that the tenants and occupants of the Shopping Center, including Tenant, each receive the benefit of an equitable share of such refunds or rebates.

(b) Tenant shall have thirty (30) days following its receipt thereof to dispute the Landlord's calculation of Common Area Maintenance Expenses for each subject Lease Year by submitting written notice to Landlord, which notice shall include the specific allegations of Tenant's dispute. If within thirty (30) days after the submittal of the written notice, no settlement is reached, the disputed Common Area Maintenance Expenses items shall be referred to a certified public accounting firm selected by Landlord, and approved by the Tenant, to resolve the disputed items. In the event the determination results in a variance of ten (10%) per cent or less in the Tenant's Proportionate Share of Common Area Maintenance Expenses for the prior year, Tenant shall pay the expenses involved in such determination.

(c) Notwithstanding anything to the contrary in this Lease, including this Article VI, the amount of Common Area Maintenance Expenses payable by Tenant to Landlord hereunder shall not increase in any given subsequent Lease Year by an amount greater than ten percent (10%) over the amount of such expenses paid as Additional Rent hereunder by Tenant to Landlord in the immediately preceding Lease Year. The initial Common Area Maintenance Expense amount payable by Tenant as Additional Rent for its occupancy of the Demised Premises shall be \$1,294.58 per month, or \$15,535.00 annualized. Thus, by way of example only, the monthly amount of Common Area Maintenance Expense payable by Tenant in the first Lease Year being \$1,294.58 per month, in the second Lease Year of the Term the maximum monthly amount payable therefore by Tenant shall be \$1,424.03 per month, and the maximum monthly amount payable in the third Lease Year shall be \$1,566.44 per month and so forth through the remainder of the Term. It is also understood that the obligation for Additional Rent placed upon Tenant by the provisions of this Article VI and by Article VIII are intended to fairly reimburse Landlord for Tenant's Proportionate Share of such actual Common Area Maintenance Expenses hereunder (including Landlord's contemplated insurance expenses) and actual Real Estate Taxes incurred by Landlord and is not meant to result in a profit to Landlord. Further, to the extent that the water and/or sanitary sewer services provided to the Demised Premises are segregated from and separately metered to the Demised Premises from the Common Areas of the Shopping Center and from those premises of other tenants and occupants within the Shopping Center, Landlord shall not include in the Common Area Maintenance Expenses chargeable to Tenant those expenses as relates to services supplied to other premises within the Shopping Center.

ARTICLE VII REPAIRS AND MAINTENANCE

SECTION 7.01 LANDLORD'S OBLIGATIONS Landlord shall, at its cost and expense but subject to Tenant's obligations under Article VI as pertains to its Proportionate Share of Common Area Maintenance Expenses, keep in good repair, perform all maintenance to, and replace the structural and load-bearing portions of (including all load-bearing walls, columns, supports and joists), the roof and roof decking (if applicable), the foundation and floor slabs, and exterior of the Shopping Center, including outside the Demised Premises and about the Common Areas. Notwithstanding the foregoing, Tenant shall, at its own cost and expense, repair, replace and pay for all damage and maintenance to the roof, foundation, and exterior walls caused by any act or omission of Tenant or Tenant's employees, guests, agents, sublessees, invitees, suppliers, contractors, or damage caused by breaking and entering as to the Demised Premises, or by uncured default hereunder of Tenant. Tenant shall immediately give Landlord

written notice of any defect or need for maintenance or repairs which Landlord is obligated to provide pursuant to this paragraph, after which Landlord shall have a reasonable opportunity to repair the same not to exceed forty-five (45) days (or such shorter time as may be reasonably and commercially appropriate for critical circumstances). No notice requirements placed upon Tenant hereby shall release Landlord from its obligations to remain reasonably informed as to the condition of the Shopping Center and to affirmatively take steps to repair, remediate or replace matters on the exterior of the Demised Premises for which Landlord is obligated without prior notice from Tenant. Landlord's liability hereunder shall be limited only to the cost of providing such maintenance, or repairs or curing such defects, and shall in no event be construed to include any damage, consequential or otherwise, that may be sustained by Tenant or any others by reason of such defects or needed maintenance and repairs, unless resulting from the grossly negligent or intentional act or omission of Landlord. In the event Tenant should, after notice of default given by Landlord and failure to cure within the applicable cure period provided for by this Lease, continue to neglect to reasonably maintain the Demised Premises, or maintain the HVAC equipment, as set forth in Section 7.02 Landlord shall have the right, but not the obligation, to cause repairs to be made and all costs therefor shall be payable by Tenant to Landlord as Additional Rent on the next rental installment date, together with interest at the rate of 0.75% per month until Landlord's cost has been fully reimbursed.

SECTION 7.02 TENANTS OBLIGATIONS Tenant shall, at its sole cost and expense but subject to normal wear and tear, casualty loss and condemnation loss, promptly make or cause to be made all necessary repairs to the Demised Premises (except those which are the specific responsibilities of Landlord pursuant to the foregoing paragraph or as elsewhere set forth in this Lease), and shall include, but not be limited to, windows, glass and plateglass, doors, any special store fronts, interior non-structural walls, ceilings, and finish work, floors and floor coverings. All such repairs shall be of first quality and shall be constructed and installed to the reasonable satisfaction of Landlord and in compliance with all governmental codes and requirements and in accordance with the provisions of Section 4.05.

Subject to Landlord's initial obligations under Section 4.02, Section 4.03 and Exhibit D hereof, Tenant agrees to maintain and repair the HVAC equipment at its own expense during the Term of the Lease, if the same shall require repairs. In the event the cost of repairs to the HVAC is equal to or greater than the cost of replacement or if the unit cannot be repaired, Landlord shall be responsible for the cost of replacement of the HVAC unit(s). In such event, Tenant shall immediately notify Landlord of the need for the unit's replacement, and Landlord shall make a determination thereof through Landlord's own reasonable source. If Landlord's source shall determine the unit(s) should be replaced, Landlord shall take action to replace such unit(s) as quickly as reasonably possible given then-current weather conditions and contractor availability and shall, in all events, make such replacement within fifteen (15) days after determination of the need for replacement. If said unit(s) is(are) not replaced within said fifteen (15) days, Tenant, upon written notice to Landlord, may obtain and install a suitable replacement unit at Landlord's cost and expense.

If Tenant refuses or neglects or otherwise fails to make any repairs or replacements required of it hereunder to the reasonable satisfaction of Landlord within the time period for cure for such Tenant omission or failure to act after written demand of Landlord as contemplated by Section 14.01(d), Landlord may then make such reasonable repairs or replacements and Tenant shall promptly pay Landlord's cost thereof plus annual interest at the Default Rate contemplated by Section 2.05 on the unpaid amount after presentation of a statement therefor, until Landlord's cost has been fully reimbursed. Subject to Section 9.02, if Tenant occupies space in which there is exterior glass, then Tenant shall be responsible for the damage, breakage or repair of such glass, except to the extent that Landlord or Tenant receives proceeds from Landlord's insurance specifically covering such damages, breakage and repairs. Notwithstanding any provision of this Article VII to the contrary, Tenant, at its expense, shall make any and all repairs to the Demised Premises as may be necessitated by any break-in, forcible entry, or other trespass unto or upon the Demised Premises (except by Landlord or those under its control), regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours.

ARTICLE VIII REAL ESTATE TAXES

SECTION 8.01 LIABILITY Starting with the Commencement Date and throughout the entire Term of this Lease, Tenant shall pay Landlord, as Additional Rent, Tenant's Proportionate Share of Taxes, as hereinafter defined, for each tax year. The term "Taxes" means the total of all taxes and assessments general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed during the Term of this Lease with respect to the ownership, leasing, management, control or operation of the land and improvements included within the Shopping Center, taxes on this Lease's Rents, or on this lease or subleases for the Demised Premises or on the privilege of leasing or subleasing for the Demised Premises, provided, however, not included in the term Taxes under any circumstances shall be any federal or state income tax, or any franchise, estate, excise tax, sales tax, gift or inheritance taxes, any real estate transfer taxes imposed by reason of sale of the Shopping Center, or any portion(s) thereof, and any penalties and

interest resulting from the late or non-payment of the Taxes. The term "Taxes" also includes all fees, costs and expenses (including reasonable attorneys fees and court costs) paid or incurred by Landlord in seeking or obtaining any refund or reduction of Taxes whether or not successful. If, at any time during the term of this Lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any Taxes levied, assessed or imposed on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the Rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such Rents for the present or any future building or buildings in the Shopping Center, then all such taxes, assessments, levies or charges, or the part thereof so measured or based for the Demised Premises, shall be deemed to be included within the term "Taxes" for the purposes hereof. Tenant's Proportionate Share of Taxes shall be five and four hundred twenty-fifths percent (5 4/25%) and, subject to reduction due to future expansion of the Shopping Center, Tenant's Proportionate Share of Taxes shall be calculated as follows: (i) Landlord shall aggregate together all Taxes, (ii) then Landlord shall divide that number which is the total square footage of the gross leasable floor area in the Shopping Center (and any expansion thereof), and (iii) multiply the quotient by the total square footage of floor area in the Demised Premises. The gross leasable floor area in effect for the whole of any Lease Year or partial Lease Year shall be the average of the gross leasable floor area on the first day of each calendar month in such Lease Year or partial Lease Year.

SECTION 8 02 METHOD OF PAYMENT Tenant's Proportionate Share of Taxes shall be paid monthly (prorated for the first and last Lease Years of the Term) together with payments of Minimum Rent so that Landlord shall have sufficient funds to pay Taxes when due without advancing same on behalf of Tenant. On or about the Commencement Date, Landlord shall provide Tenant with a statement of the amount which Tenant must reimburse (where applicable) to Landlord for Taxes paid by Landlord in advance respecting Tenant's Proportionate Share of Taxes for the current tax year, or the amount which Tenant shall pay monthly so that by the next tax payment date Tenant will have paid its full share of Taxes for the current tax year, and the amount Tenant shall pay in equal monthly installments following the next tax payment date.

Monthly payments due after the tax payment date following the Commencement Date shall be based on Landlord's good faith estimate of Taxes required to be paid on the second tax payment date following the Commencement Date. Landlord may make adjustments (no more than once per Lease Year) in its estimates as necessary based upon billings from the taxing authority, and any adjustments necessary shall be paid or credited within twenty (20) days of Landlord's statement. The initial Tenant's Proportionate Share of Taxes payable by Tenant as Additional Rent for its occupancy of the Demised Premises shall be \$2,149.01 per month, or \$25,788.10 annualized. Notwithstanding the end of the Term hereof, Tenant and Landlord shall continue for a period of two (2) years after the Expiration Date or, as applicable, earlier termination hereof, to be liable to the other as applicable, for all Tenant's Proportionate Share of Taxes incurred for the period of Tenant's occupancy, and Tenant and Landlord shall promptly remit, and in all events within thirty (30) days, to the other any amount due to the other upon notice of an deficiency or, as applicable, overage in the amount of Taxes theretofore paid by Tenant on its Proportionate Share basis.

ARTICLE IX INSURANCE, INDEMNITY AND LIABILITY

SECTION 9 01 LANDLORD'S OBLIGATIONS Landlord shall obtain and maintain, as part of the Common Area Maintenance Expense pursuant to Article VI, during the Term of this Lease, fire and extended coverage insurance, insuring against all reasonable perils and liabilities, for not less than ninety percent (90%) of the replacement value of the Shopping Center, including the Demised Premises and Landlord's Work. Landlord shall also, at its sole cost and expense, carry general public liability as regards the Common Areas in amounts as commercially reasonable or, at a minimum, at levels required by Landlord's lender(s). Such insurance shall be issued by an insurance company licensed to do business in the State of Illinois.

SECTION 9 02 TENANT'S OBLIGATIONS

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain, for the Term of this Lease, as such Term may be extended, insurance policies providing the following coverage: (i) Tenant's fixtures, equipment, furnishings, merchandise, and other contents in the Demised Premises, for the value of said items as Tenant may reasonably determine in its discretion, (ii) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Shopping Center is located on Tenant's improvements within the Demised Premises as Tenant may reasonably determine in its discretion, (iii) plate glass insurance, if available, and (iv) Commercial General Liability and Workers' Compensation insurance naming Landlord and its property manager, if applicable, for the Shopping Center as additional insureds, which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined aggregate limit for bodily injury and property damage. The minimum limits hereinabove set forth may, at Landlord's option, be increased by not more than ten percent (10%), such increase to occur not more often than once during

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each two (2) consecutive Lease Years during the Term hereof Tenant shall deliver to Landlord certificates of insurance evidencing the insurance to be carried by Tenant hereunder prior to the Commencement Date, upon all renewals thereof and within thirty (30) days following the expiration of such coverage

(b) The policies described in this Section 9.02 shall (i) be written by responsible insurance companies authorized to do business in the State of Illinois and acceptable to Tenant and reasonably acceptable to Landlord provided that Tenant may elect to carry the insurance described under one or more insurance policies and/or pursuant to a "blanket" policy of insurance covering other locations of Tenant and/or its related entities, (ii) subject to deductible amounts and self-insured retention amounts that are reasonable under the circumstances for an entity in the industry of Tenant and its direct or indirect parent company, Renal Care Group, Inc. ("Parent"), which entity is of comparable size and creditworthiness of Parent so long as Tenant agrees to pay all such deductible or self-insured retention amounts in the event of any claim under such insurance, (iii) contain, to the extent and at a cost reasonably available to Tenant, an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's agents and employees, (iv) contain a provision that it shall not be cancelled and that it shall continue in full force and effect unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination, (v) shall contain a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, and that any coverage carried by Landlord (except those casualty and property damage policies carried by Landlord on the Shopping Center, generally, including the Common Areas) shall be excess insurance, (vi) subject to the other provisions of this Lease, shall contain a provision (to the extent available) that no act or omission of Landlord shall effect or limit the obligation of the insurer to pay the amount of any loss sustained, and (vii) not be materially changed as respects the Demised Premises without prior notice to Landlord

(c) Tenant shall not knowingly permit to be done any act which will invalidate or be in conflict with the fire insurance policies covering the Shopping Center or any other insurance referred to in this Lease. Tenant will promptly comply with all future reasonable rules and regulations, if any, relating to such policies, provided such do not interfere with the Permitted Use. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be at the cost and expenses of Tenant, provided, however, Landlord represents and warrants to Tenant that Tenant's intended use of the Demised Premises, generally, for the Permitted Use(s) shall not (i) invalidate or conflict with Landlord's insurance policies, (ii) conflict with any future rules and regulations relating to such policies (there being, as of the Effective Date, no such rules and regulations in existence), and (iii) shall not increase the cost and expense of such insurance or policies

(d) In the event that Tenant fails to procure, maintain and/or pay for, at the times and for the durations specified in this Section 9.02, any insurance required by this Section, or fails to carry insurance required by law or governmental regulation, as regards its business operations within the Demised Premises Landlord may (but without obligation to do so) at any time or from time to time, after Tenant's failure to cure upon fifteen (15) days prior written notice, procure such insurance and pay the reasonable premiums therefor, in which event Tenant shall repay the Landlord all sums so paid by Landlord together with interest thereon as provided elsewhere herein and any reasonable costs or expenses incurred by Landlord in connection therewith, within twenty (20) days following Landlord's written demand to Tenant for such payment

SECTION 9.03 COVENANTS TO HOLD HARMLESS

(a) Landlord and Tenant each hereby releases the other, and their respective officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property covered by, or which loss or damage is required pursuant to this Lease to be insured by, valid and collectible fire insurance with standard and extended coverage endorsement, to the extent of the proceeds collected or collectible under such insurance policies or which would have been collectible under such insurance policies if maintained as required hereunder, even if such fire or other casualties shall have been caused by the fault or negligence of the other party, or any one for whom such party may be responsible

(b) Tenant agrees to hold harmless and indemnify Landlord, Landlord's beneficiary, and their respective agents, beneficiaries, partners, officers, servants and employees against claims and liabilities, including reasonable attorneys' fees, (i) for and against injuries to all persons and damage to, or theft or misappropriation or loss of property occurring in the Demised Premises, arising from Tenant's occupancy of the Demised Premises or the conduct of its business or from activity, work, or anything done, permitted or suffered by Tenant in or about the Demised Premises, or (ii) from any uncured breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or (iii) due to any the gross negligent act or omission of Tenant, its agents, employees, guests or invitees in or about the Demised Premises. In case of any action or proceeding brought against Landlord, Landlord's beneficiary, any mortgagee, master lessor, or any of

their respective agents, beneficiaries, partners, officers, servants or employees by reason of any such claims for which Tenant is obligated hereunder, upon notice from Landlord, Tenant covenants to defend such action or proceeding at Tenant's expense with counsel reasonably satisfactory to Landlord.

(c) Landlord agrees to hold harmless and indemnify Tenant, Tenant's successors or assignees, any and all subtenants, and their respective agents, beneficiaries, partners, officers, servants and employees against claims and liabilities (i) for and against injuries to all persons and damage to, or theft or misappropriation or loss of property occurring outside the Demised Premises, arising from Landlord's activities with respect to areas of the Shopping Center outside the Demised Premises, or (ii) from the conduct of its business or from activity, work, or anything done, permitted or suffered by Landlord outside the Demised Premises, (iii) from any uncured breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or (iv) due to the gross negligence of Landlord or its agents. In case of any action or proceeding brought against Tenant, Tenant's assignees or successors, any and all subtenant(s), or any of their respective agents, beneficiaries, partners, officers, servants or employees by reason of any such claims, upon notice from Tenant, Landlord covenants to defend such action or proceeding at Landlord's expense.

SECTION 9.04 LIABILITY OF LANDLORD TO TENANT Except with respect to any damages resulting from the gross negligence of Landlord or otherwise being the obligation of Landlord under this Lease, Tenant, but only to the extent permitted by applicable law, releases Landlord and Landlord's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, its agents, employees, representatives resulting directly or indirectly from damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, any gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, falling plaster, broken glass, sprinkling, heating, ventilating or air conditioning systems, devices or equipment, or flooding, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. All personal property belonging to the Tenant or any occupants of the Demised Premises, or their respective agents, employees, representatives, that is in the Demised Premises or Shopping Center shall be there at the risk of Tenant or such other person only, and Landlord and Landlord's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees shall not be liable for damage thereto or theft or misappropriation thereof, unless caused by the gross negligence or willful misconduct of Landlord or its representatives, agents or employees, or those under Landlord's control.

ARTICLE X DESTRUCTION OF DEMISED PREMISES

SECTION 10.01 RECONSTRUCTION, LEASE CONTINUANCE AND RENT ABATEMENT If all or a substantial portion of the Demised Premises shall be damaged by fire or other casualty, this Lease shall not be terminated or otherwise affected, except that, if (i) any such fire or other casualty occurs at any time following the first day of the ninety-seventh (97th) month of the Term of this Lease and the cost of repairs to the Demised Premises exceeds Ten Thousand Dollars (\$10,000.00) as estimated by Landlord within thirty (30) days of the casualty event, or (ii) the 1156-B Lease is terminated by its terms as a result of a fire or other casualty event, then in either of the foregoing circumstances contemplated by subparts (i) or (ii) herein, then, in such event, either Landlord or Tenant may terminate this Lease upon written notice to other within sixty (60) days following the casualty event, or (iii) if the Demised Premises and/or the building in which the Demised Premises are located and/or another building or other building in the Shopping Center are damaged or destroyed

(a) by fire or other casualty insured under Landlord's insurance policies in effect on the date of the fire or other casualty, so that thirty-three percent (33%) or more of the floor space contained in the Demised Premises, and fifty percent (50%) or more of the floor space designed for occupancy by other tenants in the building in which the Demised Premises are located or fifty percent (50%) or more of the floor space designed for occupancy by tenants in all the buildings in the Shopping Center is untenable, or

(b) more than thirty-three percent (33%) of the Common Areas are damaged by fire or other casualty, or

(c) by any casualty other than those covered by Landlord's insurance policies in effect on the date of such casualty, then, in any such event, Landlord, at its option, may terminate this Lease upon thirty (30) days notice to Tenant given within ninety (90) days after the fire or other casualty.

Upon the giving of any such notice of termination under subparts (i), (ii) or (iii) hereof by Landlord or, if and as applicable, Tenant, the Term of this Lease shall terminate by limitation upon the giving of said notice as fully and effectively as if the date said notice is given had been the date in this Lease specifically provided for the termination of the Term of this Lease, and upon such termination,

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neither party shall have any further rights or obligations to the other, other than as specifically set forth in this Lease. If this Lease is not terminated by either party under subparts (i) or (ii), or if Landlord does not terminate this Lease under subpart (iii)(a), (iii)(b) or (iii)(c) above, then Landlord shall, at its sole cost and expense, promptly and with due diligence repair and/or rebuild the Demised Premises and/or the damaged or destroyed building or buildings, as the case may be. The Term of this Lease shall continue without interruption, and this Lease shall remain in full force and effect. In the event this Lease is not terminated as provided for above but Landlord thereafter fails or is otherwise unable for any reason(s) to fully repair or rebuild the damaged areas, including the Demised Premises and, as applicable, Common Areas, within one hundred twenty (120) days following the date of such casualty event then, in such event and notwithstanding anything to the contrary set forth in this Lease, Tenant may terminate this Lease upon written notice to Landlord. If the casualty occurs during the first sixty (60) months of the Term and this Lease is not terminated as contemplated hereby, Tenant shall, using the proceeds from the insurance provided for in Section 9.02, repair, restore, replace or rebuild that portion of the Demised Premises constituting Tenant's Work, as defined herein, together with any additional improvements installed by Tenant, such that the Demised Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. Following the sixtieth (60th) month of the Term of this Lease, Tenant shall have no obligation to rebuild or repair the Demised Premises upon the occurrence of a casualty event, provided, however, this Lease shall remain in effect, unless otherwise terminated pursuant to this or other provisions of this Lease. All proceeds of Tenant's insurance carried as to its alterations, improvements, fixtures, equipment, etc., shall remain the property of and be payable solely to Tenant. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder, Tenant shall pay the entire excess cost, to the extent Tenant is obligated to reconstruct such improvements, fixtures or otherwise. The Minimum Rent, Tenant's Proportionate Share of Common Area Maintenance Expenses, and Tenant's Proportionate Share of Taxes and other Additional Rent amounts or contributions which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed shall be equitably abated. Equitable abatement shall terminate upon the earlier of (i) the date upon which Tenant re-commences to use substantially all of the Demised Premises for business with the public, or (ii) the date upon which Landlord substantially completes its repair or rebuilding work plus the expiration of a period equal in duration to one hundred twenty (120) days thereafter. However, in no event shall Minimum Rent abate, in whole or in part, if such fire or casualty was caused by the act or neglect of Tenant, its employees or agents.

ARTICLE XI CONDEMNATION

SECTION 11.01 EMINENT DOMAIN If fifteen percent (15%) or more of the floor area of the Demised Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than ninety (90) days after the date on which such title shall vest in the authority, provided, that if Landlord elects, by giving Tenant written notice thereof within thirty (30) days following the condemnation date, to make reasonably comparable space in the Shopping Center available to Tenant under the same terms as herein provided and so long as Tenant received insurance or other compensation to improve such new space, Tenant shall accept such space and this Lease shall then apply to such space. Appropriate adjustments will be made to reflect any difference between the rentable area of the replacement space and the rentable area of the Demised Premises. In the event this Lease is not terminated by either party as contemplated hereby, Landlord shall promptly, at its sole cost and expense except as for improvements or modifications to the Demised Premises as constituting Tenant Work, and within one hundred twenty (120) days of the date of conveyance in condemnation or taking repair or reconstruct the Shopping Center to a condition substantially similar to the original Shopping Center taking into consideration the areas affected by such event of condemnation or taking. If Landlord is unable for any reason(s) to fully repair or rebuild the damaged areas, including the Demised Premises and, as applicable, Common Areas, within said one hundred twenty (120) days, then, in such event, and notwithstanding anything to the contrary set forth in this Lease, Tenant may terminate this Lease upon written notice to Landlord. In all events hereunder, if the parking facilities are reduced below the minimum parking requirements imposed by the applicable authorities of this Lease, Landlord or Tenant may elect to terminate this Lease by giving the other notice within one hundred twenty (120) days after such taking. In case of any taking or condemnation, whether or not the Term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, provided, however, so long as such does not diminish the award payable to Landlord for its interests in the Demised Premises, Tenant shall be entitled to receive the award, if any, attributable to the then unamortized value of the permanent and affixed Tenant improvements and alterations made by it to the Demised Premises prior to and during the Term of this Lease. Further, nothing contained herein shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses and the value of furnishings, equipment and trade fixtures installed in the Demised Premises at Tenant's expense and which Tenant is entitled pursuant to this Lease to remove at the expiration or earlier termination of the term, the value of the unexpired Term, and loss of business, including profits.

SECTION 11.02 RENT APPORTIONMENT Tenant's obligation to pay Minimum Rent and Tenant's obligations as to Additional Rents shall be apportioned or ended, as the case may be, as of the date of vesting of title or termination of this Lease as a result of such condemnation. Any purchase of all

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or a portion of the Shopping Center in lieu of a taking or condemnation under powers of eminent domain shall be deemed a taking or condemnation thereof.

ARTICLE XII ASSIGNMENT, SUBLETTING AND ENCUMBERING LEASE

SECTION 12 01 ASSIGNMENT, SUBLETTING Tenant shall not, without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed (i) assign or otherwise transfer, mortgage, pledge or encumber or otherwise hypothecate this Lease or any of its rights hereunder or offer or advertise to do so, (ii) sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Notwithstanding the foregoing, Landlord agrees that a transfer or assignment of this Lease in conjunction with a transfer of all or substantially all of the assets of Tenant, or of the membership interests of Tenant, or of Guarantor, or of the parent company of Tenant shall not be deemed to be a transfer in violation of this paragraph or any other provision of this Lease and shall not require Landlord's prior approval (but shall be given prior written notice) so long as the surviving or purchasing entity has a net worth at the date of the proposed assignment of at least Ten Million Dollars (\$10,000,000.00). In the event of an assignment, transfer, or sublease, unless otherwise specifically agreed by Landlord, Tenant shall not be relieved of its obligations or liabilities hereunder for the balance of the remaining Term of this Lease then in existence, provided, however, Tenant's continuing obligations shall, as to any non-affiliate of Tenant, survive for only the remaining Term then in effect, excluding any as of yet unexercised renewal terms. Further, provided Tenant is not in default hereunder and Landlord is provided prior written notice, Landlord expressly consents to Tenant's assignment or subletting of the Demised Premises or any part thereof to any parent, subsidiary or affiliate of Tenant, provided Tenant or the parent entity of Tenant retains majority control of such entity, and such assignment or subletting shall not relieve or release Tenant from any obligations of Tenant under this Lease. Tenant may also sublease or license any portion(s) of the Demised Premises to medical practitioners, third-party physicians, practice groups or professional corporations without the consent of Landlord, provided Tenant remains obligated hereunder. Any attempted or purported transfer, assignment, mortgaging, pledging, encumbering or otherwise hypothecating of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Demised Premises, in violation of this Article XII shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee, or occupant.

SECTION 12 02 TENANT COVENANTS Tenant specifically acknowledges that no sublease or assignment whether approved by Landlord or not, shall, (i) in any way change or otherwise affect the Permitted Use as set forth in Section 5 01 hereof unless addressed in such written consent, or (ii) violate any exclusive use or other restrictive covenant granted by Landlord of which Tenant has notice. As of the Effective Date of this Lease, Landlord represents and warrants it has granted only the following exclusive uses within the Shopping Center: (a) retail sale of "Italian-style" food to Roccardo's, (b) full service retail hair salon to Late Night Hair, (c) dental office and associate dental lab facility to Dr. Vinay Patel, (d) travel agency and retail specialty coffee and similar beverages to Cafe Caribe, (e) full service Indian (or southwest Asian) store to sell Indian groceries, Indian movies and CDs or such other items generally sold in an Indian Retail Store to Indian Grocery Store, (f) sale of flowers to Old Schaumburg Florist, (g) dry cleaning and professional shirt laundry to Valet Express, (h) children's dance studio and training to Dorothy Dance, (i) exercise facility to Women's Workout World, (j) personnel and staffing agency to Express Personnel, (k) take-out and delivery of pizza to Papa Saverio's, and (l) retail dollar and/or convenience store to Dollar Mart. Landlord will provide written notice to Tenant of future exclusives which Landlord may grant as to premises in the Shopping Center.

SECTION 12 03 CONSENT PROCESS In the event Tenant desires to sublet the Demised Premises, or any portion thereof, or assign this Lease, and such transfer, subletting or assignment requires Landlord's consent, Tenant shall give written notice thereof to Landlord at least sixty (60) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Landlord shall notify Tenant in writing of its decision to approve or disapprove of the proposed subletting or assignment within sixty (60) days after Landlord's actual receipt of Tenant's written notice. Notwithstanding any assignment or subletting to which consent is given, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease subject to the qualifications set forth in Section 12 01 above. Upon a Default (as hereinafter defined), if the Demised Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all such Rents due and becoming due to Tenant under such assignment or sublease and apply such Rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. No assignment, or pledge shall become effective until said assignee or pledger has agreed in writing, on a form reasonably

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approved by Landlord to be bound by this Lease for matters first accruing hereunder thereafter just as if said assignee or pledgee were the original tenant

SECTION 12 04 COST REIMBURSEMENT Any costs and expenses, including attorneys fees (which shall include the cost of any time expended by any in house counsel of Landlord) incurred by Landlord in connection with any proposed or purposed assignment, encumbrance, transfer or sublease requiring Landlord's consent shall be borne by Tenant and shall be payable to Landlord within twenty (20) days on demand as Additional Rent, provided such costs and expenses reimbursable by Tenant shall not exceed Five Thousand Dollars (\$5,000.00)

ARTICLE XIII SUBORDINATION AND FINANCING

SECTION 13 01 SUBORDINATION This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage, mortgages, deeds of trust or ground leases now or hereafter placed upon the interest of the Landlord in the Shopping Center and/or the Demised Premises. This subordination shall likewise apply to each and every advance made or hereafter to be made under such mortgages, to all renewals, modifications, replacement and extensions of such leases and such mortgages, and to spreaders and consolidations of such mortgages. The subordination provisions of this Section 13 01 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant agrees to execute and deliver such instruments as may be reasonably requested by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgages or deeds of trust, within twenty (20) days after written request therefor by Landlord. Notwithstanding the foregoing, in consideration for Tenant's subordination, Landlord shall obtain the agreement (in a form reasonably acceptable to Tenant and addressing such other matters as Tenant and Landlord's lender, ground lessor or superior interest holder may deem appropriate) of each existing and future holder of any and all mortgages, deeds of trust, mortgages or security instruments, ground leases or superior interest in, to or on the Shopping Center and for the benefit of Tenant consenting to this Lease, and its terms and conditions, and agreeing that it will not disturb the possession of Tenant in the Demised Premises following the foreclosure, taking of deed in lieu, termination (as may be the case) of such mortgage, deed of trust ground lease, or other proceedings or actions to enforce such mortgage, deed of trust or ground lease, or casualty event if this Lease is not terminated so long as Tenant is not in default hereunder beyond the expiration of applicable cure periods.

SECTION 13 02 ATTORNEYMENT If and so long as this Lease is in full force and effect, then at the option of the mortgagee but subject to pre-existing non-disturbance agreements between such mortgagee and Tenant (i) this Lease shall, subject to Tenant's rights and remedies under this Lease, remain in full force notwithstanding (a) a default under the mortgage by Landlord, (b) failure of Landlord to comply with this Lease, (c) a defense to which Tenant might be entitled against Landlord under this Lease, or (d) any bankruptcy or similar proceedings with respect to Landlord, (ii) if any such mortgagee shall become possessed of the Demised Premises, Tenant shall, subject to Tenant's rights and remedies under this Lease, be obligated to such mortgagee to pay to it the Rents and other charges due hereunder and to thereafter comply with all the terms of this Lease, and (iii) if any mortgagee or purchaser at a private or public sale shall become possessed of the Shopping Center, including the Demised Premises Tenant shall, without charge, subject to Tenant's rights and remedies under this Lease, attorn to such mortgagee or purchaser as its landlord under the Lease.

ARTICLE XIV. DEFAULTS

SECTION 14 01 ELEMENTS OF DEFAULT If any one or more of the following events occur, said event or events shall hereby be a "Default" hereunder:

(a) if Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition in any state court in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property,

(b) if any petition shall be filed under state law against Tenant, or any guarantor of Tenant's obligations hereunder, in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within forty-five (45) days after written notice from Landlord that such petition is filed.

(c) if a receiver or trustee shall be appointed under state law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within forty-five (45) days after written notice from Landlord that such appointment has been made,

(d) if Tenant refuses to take possession of the Demised Premises at the delivery of Possession Date, and fails to cure such within thirty (30) days thereafter, provided Landlord has first properly and substantially completed Landlord's Work in accordance with the terms of this Lease.

(e) [INTENTIONALLY DELETED].

(f) if Tenant fails to pay Minimum Rent, its share of Additional Rent, including the Common Area Maintenance Expenses, Taxes, or any other charges required to be paid by Tenant, within five (5) days of when same shall become due and payable and fails to cure such default upon ten (10) days written notice from Landlord,

(g) if Tenant shall fail to perform or observe any terms and conditions of this Lease other than those matters identified in subsections (a), (b), (c), (d), (f), (h), (i), (j), (k) and (l) of this Section 14 01, and such failure shall continue for twenty (20) days after Tenant's receipt of written notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary in Landlord's opinion to cure such Default - but in no event more than sixty (60) days - if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure).

(h) if Tenant shall be given a total of five (5) notices of Default during the initial Term of this Lease or, as applicable, each renewal option Term under Section 14 01(f) or (g), notwithstanding any subsequent cure of the Default identified in such notices.

(i) if any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Demised Premises and such is not dismissed or vacated within forty-five (45) days of when notice from Landlord to Tenant that such process has been instituted,

(j) if Tenant does, or permits to be done, any act which causes a mechanics' lien claim to be filed against the Demised Premises or the Shopping Center and Tenant does not comply with the provisions of Section 4 06.

(k) if Tenant fails to cure immediately any hazardous condition that Tenant has first created or caused within the Demised Premises in violation of law or in breach of this Lease by Tenant or thus controlled by Tenant, or

(l) if Tenant defaults under any other lease of space in the Shopping Center, including the 1156-B Lease and fails to use such default(s) within the curative time period(s) prescribed thereby

SECTION 14 02 LANDLORD'S REMEDIES Should a Default occur under this Lease and Tenant thereafter fails to cure same during the provided grace and cure period, Landlord may pursue any or all of the following

(i) Landlord may terminate this Lease, by giving written notice of such termination as provided in the appropriate subsection of Section 14 01 above, whichever is applicable, to Tenant, whereupon this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the Demised Premises. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later.

(ii) Upon termination of this Lease pursuant to Section 14 02(i), Landlord may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including re-entry and possession, as may be applicable.

(iii) Should this Lease be terminated before the expiration of the Term of this Lease by reason of Tenant's uncured Default as hereinabove provided, or if Tenant shall intentionally and legally abandon the Demised Premises before the expiration or termination of the Term of this Lease without having paid, or having the interest of paying the full rental for the remainder of such Term as such accrues, Landlord shall have the option to relet the Demised Premises for such rent and upon such terms as are not unreasonable under the circumstances and if the full rental reserved under this Lease (and any of the costs, expenses or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, reasonable attorneys' fees, brokerage fees and expenses of placing the Demised Premises in commercially reasonable rentable condition. Landlord, in putting the Demised Premises in good order or preparing the same for rental may, at Landlord's option, make such alterations, repairs or replacements in the Demised Premises, and the making of such alterations, repairs, or replacements shall not operate or be construed to release

Tenant from liability hereunder as aforesaid. While Landlord agrees to use good faith efforts to mitigate its damages upon an uncured default by Tenant, Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, or in the event that the Demised Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable to Tenant to Landlord hereunder.

(iv) Any damage or loss of Rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term).

(v) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of requesting an injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the uncured Default by Tenant of any of the covenants and conditions of this Lease or otherwise.

SECTION 14 03 Events of Default by Landlord, Tenant's Remedies Except where a shorter period of time may be provided for elsewhere in this Lease, if Landlord shall violate or fail to perform any material term, condition, covenant or agreement to be performed or observed by Landlord under this Lease, and such failure shall continue for a period of thirty (30) days after written notice thereof (plus such additional time as is reasonably necessary in the event such default is incapable of being cured in thirty (30) days so long as Landlord is continuously and diligently pursuing the remedy of such default), then, in addition to all other rights and remedies available to it at law and in equity, Tenant shall have the right, at its sole option, to cure such Landlord defaults. Should Tenant elect to cure Landlord's defaults, then Tenant may perform such act or acts required of Landlord hereunder in a manner as Tenant deems reasonable and commercially necessary and, in such event, within twenty (20) days of written demand by Tenant for reimbursement of the reasonable costs, expenses and fees expended by it in curing same. Landlord's obligations under this Section 14 03 shall survive a termination or expiration hereof for a period of one (1) year. In the event of default by Landlord, Tenant agrees that it shall use reasonable efforts to mitigate its damages.

SECTION 14 04 ADDITIONAL REMEDIES AND WAIVERS The rights and remedies of both parties set forth herein shall be in addition to any other right and remedies now or hereinafter provided by law, and all such rights and remedies shall be cumulative, provided, however, only actual damages and not any exemplary special, consequential damages shall be recoverable upon an event of uncured default by either party. No action or inaction by either party shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the party agreement whom such waiver is sought to be enforced.

SECTION 14 05 CURE OF TENANT DEFAULT If Tenant shall be in Default hereunder after expiration of the applicable cure period(s) prescribed by Section 14 01, Landlord shall have the option, upon ten (10) days further written notice to Tenant, to cure said Default for the account of and at the expense of the Tenant. No such notice shall be required for emergency repairs. Tenant agrees to pay Landlord interest, at a rate equal to the Default Rate, and for all sums due and owing to Landlord no more than five (5) days after the date such sums are due.

SECTION 14 06 [INTENTIONALLY OMITTED]

ARTICLE XV RIGHT OF ACCESS

Landlord may, in the accompaniment of a designated representative of Tenant, upon reasonable prior notice to Tenant of not less than twenty-four (24) hours except in emergency instances and during Tenant's business hours, enter upon the Demised Premises for the purpose of inspecting, making repairs, replacements, or alterations, and showing the Demised Premises to prospective purchasers, lenders or, during the last six (6) months of the Term, lessees. During the last six (6) months of the Term, Landlord shall also have the right to display one or more "For Rent" signs on or about the Demised Premises.

ARTICLE XVI DELAYS

Neither Landlord nor Tenant shall be deemed to be in default with respect to any obligations to perform any of the terms, covenants and conditions of this Lease, if Landlord's or Tenant's failure to

perform any such obligation is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal and whether such dispute is with Landlord or Tenant or some other person or entity) labor shortage, civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, freight embargo, contractor or supplier delays, fuel, water, material, tool or supply shortages or the inability to obtain such commodities on reasonable terms, lack of or delays in transportation, accidents, casualties, severe weather, acts of God, acts of other tenants or occupants of the Shopping Center or any other cause beyond the reasonable control of Landlord or Tenant. In such event the time for performance by Landlord or Tenant shall be extended by an amount of time equal to the period of the delay so caused. Notwithstanding the foregoing, in no event shall this Article XVI apply in any way to any monetary obligations of Tenant under this Lease except as otherwise contemplated by this Lease.

ARTICLE XVII END OF TERM

SECTION 17 01 RETURN OF DEMISED PREMISES Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Demised Premises, to Landlord in good order, broom clean, normal wear and tear and acts of God and casualty or, as applicable condemnation or eminent domain excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all trade equipment, trade fixtures and personal property of Tenant, and repair damage caused by such removal. Tenant shall execute and acknowledge a quit-claim deed of Tenant's interest in the Demised Premises, in recordable form, in favor of the Landlord twenty (20) days after written notice and demand therefor by Landlord.

SECTION 17 02 HOLDING OVER If Tenant shall hold possession of the Demised Premises after the expiration or termination of this Lease: (a) Tenant shall be deemed a tenant at will on a month-to-month basis, (b) Tenant shall pay, in addition to routine monthly Additional Rent sums (without further mark-up), monthly Minimum Rent therefore at a rate equal to one hundred twenty-five percent (125%) of the monthly Minimum Rent last prevailing hereunder, but, if such holdover shall continue for more than ninety (90) days after Landlord's written notice to Tenant, Tenant shall, commencing as of the ninety-first (91st) day, pay monthly Rent at a rate equal to one hundred fifty percent (150%) of the monthly Minimum Rent last prevailing hereunder, (c) there shall be no renewal or extension of this Lease by operation of law or otherwise except by written agreement of Landlord and Tenant to have extended the Term or to create a new lease between them, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord. The provisions of this Section 17 02 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law, provided, however, in the case of any such holdover by Tenant, Landlord's remedies shall be limited to amounts set forth in this Section 17 02 for such occupancy and to Landlord's rights to terminate Tenant's continued occupancy of the Demised Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of Rent or any other amount owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE XVIII COVENANT OF QUIET ENJOYMENT

Landlord covenants that if and so long as Tenant pays the Rent and all other charges provided for herein, and performs all of its obligations provided for herein, Tenant shall at all times during the Term hereof peaceably, have, hold and enjoy the Demised Premises, without any interruption or disturbance from Landlord, or any one claiming through or under Landlord, subject to the terms hereof.

ARTICLE XIX RIGHTS RESERVED TO LANDLORD

Subject to the other provisions of this Lease, including Landlord's covenants, representations and obligations and warranties, Landlord shall have the following rights exercisable without, except as noted, prior notice and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoffs or abatement of Rent:

- (a) To establish or change the name, designation or street address of the Shopping Center
- (b) To install and maintain signs in or on any part of the Shopping Center outside of the Demised Premises,
- (c) To enter the Demised Premises in an emergency, using such force as is reasonably necessary if Landlord is unable to contact Tenant per the emergency contact information for Tenant on file with Landlord,

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(d) To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for re-occupancy at any time after Tenant is in uncured default in its obligations under this Lease after, as applicable, notice and Tenant's failure to cure, or is removed from the Demised Premises upon an uncured Default.

(e) Provided that reasonable access to the Demised Premises shall be maintained during Demised Premises hours and the business of Tenant conducted on the Demised Premises shall not be interfered with unreasonably, to make inspections, repairs, decorations, alterations, additions or improvements in or to the Common Areas or the Shopping Center including installations, repairs, replacements, additions or alterations within the Demised Premises required of Landlord, and to make repairs, additions or alterations in the Shopping Center which may change Common Areas or the method of ingress to or egress from the Demised Premises or the Shopping Center, convert common areas into leaseable areas or change the use thereof, and to perform any acts related to the safety, protection, preservation, reletting, sale or improvement of the Shopping Center or any part of the Shopping Center; and for any of the foregoing purposes may upon notice to Tenant and at times reasonably acceptable to Tenant, enter the Demised Premises with such material as Landlord may deem necessary, erect scaffolding and all other necessary structures adjacent to the Demised Premises, and close or temporarily suspend operations of one or more (but not all) entrances, doors, corridors, elevators, escalators or other facilities comprising the Common Areas of the Shopping Center

(f) To approve the weight, size and location of safes, computers and other heavy articles in and about the Demised Premises and to require all such items and other furniture and equipment to be moved in and out of the Demised Premises and Shopping Center only at such times as will not unreasonably deny or obstruct the rights, or use of, or access to, any part of the Shopping Center by other tenants and their employees and customers, or threaten their safety, and in all events, at the Tenant's sole risk and responsibility.

(g) To do or permit to be done any work on or about the exterior of the Shopping Center or any adjacent or nearby building, land, street or alley.

(h) Subject to the provisions of Section 12.02, to grant to any person or entity the exclusive right to conduct any business or render any service in the Shopping Center, provided such exclusive right shall not operate to exclude Tenant from the use(s) expressly permitted by this Lease, and

(i) To lease any portion of the Shopping Center to any person or entity for any use or purpose as Landlord, in its sole discretion, may determine

ARTICLE XX MISCELLANEOUS

(a) This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties, or representations, oral or written, between them or other than as herein set forth

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing, and such written notice shall be effective upon the earlier of (i) receipt, (ii) two (2) days following sending by nationally recognized overnight courier (e.g., UPS, FedEx, Airborne Express) (iii) or date which is three (3) days after the date on which such notice is deposited in the U.S. mails by registered or certified mail, return receipt requested, first class, postage prepaid, addressed

(1) If to Landlord, TORGO MANAGEMENT, INC., 5231 N Harlem Avenue, Chicago, Illinois 60656, attention ROBERT F DI SILVESTRO, or to such other person and address as Landlord shall designate by giving notice thereof to Tenant

(2) If to Tenant, to the Demised Premises address with a duplicate original to RENAL CARE GROUP, INC., 2525 West End Avenue, Suite 600, Nashville, Tennessee 37203, or as tenant shall designate by giving notice thereof to Landlord

(c) It is the intent of the parties hereto that all questions with respect to the construction of the Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Illinois

(d) This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns

(e) There shall be no personal liability on Landlord, Landlord's beneficiaries or any successor in interest with respect to any provisions of this Lease. Tenant shall look solely to the interest in the Shopping Center of the then owner of the Shopping Center and the Demised Premises for the

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satisfaction of any remedies of the Tenant in the event of an uncured breach by Landlord of any of its obligations hereunder

(f) Each party warrants and represents unto the other that there was no broker or agent instrumental in consummating this Lease other than MOHR PARTNERS, INC., on behalf of Tenant, and FORGO MANAGEMENT, INC., on behalf of Landlord. Each party agrees to indemnify and hold the other harmless against any claims for brokerage or other commissions arising by reason of a breach by the other of this representation and warranty, provided, however, the Landlord shall be solely responsible for the payment of all commissions pursuant to this Lease and/or any separate brokerage agreement as pertaining to this Lease involving the aforementioned Brokers

(g) Landlord hereunder shall have the right to freely assign this Lease upon notice to but without the consent of Tenant

(h) The terms of this Lease shall not be interpreted to, and do not, mean that Landlord and Tenant are partners or joint venturers

(i) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage

(j) If any provision of this Lease or the application thereof any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law

(k) No failure by either party to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by the other, and no failure by either party to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation

(l) The parties hereby agree that a memorandum hereof may be recorded with the Cook County, Illinois Recorder of Deeds at the cost and expense of the Tenant, and Landlord agrees to execute such memorandum in a form reasonably and mutually acceptable to the parties' and their counsel

(m) Landlord may from time to time elect to designate a lock box collection agent (independent agent, bank or other financial institution) to act as Landlord's agent for the collection of amounts due Landlord. In such event, the date of payment of Rent or other sums paid Landlord through such agent shall be the date of agent's receipt of such payment (or the date of collection of any such sum if payment is made in the form of a negotiable instrument thereafter dishonored upon presentment), however, for purposes of this Lease, no such payment or collection shall be deemed "accepted" by Landlord if Tenant is in uncured default hereunder and Landlord issues a check payable to the order of the Tenant in the amount sent to the lock box and if Landlord mails the check to the Tenant addressed to the place designated in this lease for notice to Tenant within twenty-one (21) days after the amount sent by the Tenant is received by the lock box collection agent or if the Landlord returns a dishonored instrument within twenty-one (21) days of its dishonor. Return of any such sum to Tenant by so sending such a check of the Landlord or by so sending a dishonored instrument to the Tenant shall be deemed to be rejection of Tenant's tender of such payment for all purposes

(n) After the Effective Date hereof and at all times prior to Expiration date hereof, subject to earlier termination or expiration thereof and provided Tenant is not then in uncured default beyond the cure period(s) applicable thereto, Tenant shall have a right of first offer to lease space within the Shopping Center contiguous to and in proximity to the Demised Premises and designated as the "Refusal Space" as outlined by single cross-hatching on Exhibit "A-2" attached hereto and incorporated herein by reference. At such time as any portion of the Refusal Space hereafter is or becomes available for lease to anyone other than the then existing tenant, prior to putting such space on the market available for third-party leasing during the Term hereof, Landlord shall first notify Tenant in writing of Landlord's willingness to make the Refusal Space available to Tenant (an "Offer"). Tenant shall have twenty-five (25) days from its receipt of such notice of the Offer to, at its option without any obligation, exercise its right and option to lease the entire Refusal Space as described in the Offer. If the Offer is submitted to Tenant and accepted by Tenant, then the subject Refusal Space as leased by Tenant shall be made available to Tenant upon the same terms and conditions, excluding Minimum Rent (which shall be computed upon a per gross rentable square footage basis for such space at then current "Market Rate" as defined below), embodied in this Lease, provided the lease of the Refusal Space to Tenant shall end on the same date that this Lease ends with respect to the original Demised Premises, subject to applicable

rights of renewal granted Tenant and which shall also apply to the Refusal Space. If and to the extent required, Tenant does agree to and shall construct an appropriate dividing and demising wall in accordance with all applicable laws, codes and ordinances segregating the Refusal Space from all contiguous third-party premises. Otherwise, except as herein expressly provided, the subject Refusal Space will, subject to the terms and conditions of this Lease, be delivered in its "AS-IS" physical condition with the Tenant's obligation to pay Minimum Rent and Additional Rent for such Refusal Space to begin on the date of Landlord's tender of delivery of such Refusal Space, which tendering by Landlord shall be a date within sixty (60) days immediately following Tenant's notice to Landlord of its (Tenant's) exercise of its rights hereunder as to the subject Refusal Space, or subject to Tenant's rights set forth below, the date upon which Landlord is able to tender the Refusal Space to Tenant upon vacation and broom cleaning of the Refusal Space. The commencement date of the portion of the Term pertaining to the subject Refusal Space as leased to Tenant hereunder shall be delayed and Tenant's obligations (including those to pay any rental sums or other amounts hereunder) shall be delayed and abated pending the delivery of the subject Refusal Space by Landlord so long as Landlord's failure or inability to deliver the subject Refusal Space is through no fault of Tenant. However, notwithstanding anything to the contrary herein, should Landlord thereafter continue to fail or otherwise be unable to deliver the subject Refusal Space to Tenant within ninety (90) days of the date Tenant notifies Landlord that it (Tenant) elects to lease all of the subject Refusal Space identified in the Offer, then Tenant shall, pursuant to written notice provided to Landlord on or before the ninety-fifth (95th) day following Tenant's initial notice, have the right to rescind its election and obligations to take such Refusal Space with no further obligation or liability to Landlord hereunder as to such Refusal Space. Landlord and Tenant shall execute such amendment(s) to this Lease as they and their counsel shall deem reasonably and mutually appropriate to document the addition of the subject Refusal Space to Demised Premises and to, among other things, confirm the revised Minimum Rent and the revised Tenant's Proportionate Share percentages for future determinations of applicable Additional Rent. If Tenant elects not to exercise its right of first offer contained herein as to any Offer, then Landlord may lease the subject Refusal Space described in the Offer to any third-party, and Tenant shall have no further rights under this Section as to such space described in the Offer until such space next becomes available during the Term of this Lease, if at all. Landlord shall permit Tenant access to the offered Refusal Space for inspections as Tenant may deem reasonably necessary or appropriate during the period of time which Tenant has under this Section to determine if it intends to exercise or not exercise its option rights. For purposes of this Section XX(n), the term "Market Rate" shall mean shall mean Minimum Rent determined with reference to the average of normal values being achieved by landlords in lease renewals entered into with private sector tenants for comparable space (i.e., the Demised Premises in its as is condition at the time of determination of the Market Rent) in comparable buildings in equally desirable locations within the same Schaumburg, Illinois market assuming operating expense and real estate pass-throughs and fixed base rent increases corresponding to those contained in this Lease. Provided, in no event shall the Market Rent be less than the amount of Minimum Rent payable under this Lease for the last Lease Year of immediately preceding expiring Term.

(o) Landlord expressly waives any and all liens, interests and claims which it may have as of the Effective Date of this Lease, the Possession Date hereof and/or during the Term of this Lease arising by statute or by operation of law, in and to Tenant's personal property, equipment, trade fixtures, furniture or other moveable property of Tenant (herein, "Tenant's Personal Property") in or on the Demised Premises, and Landlord agrees that Tenant's Personal Property (including any hereafter acquired personal property) shall not become part of the Demised Premises regardless of the manner in which the same may be attached or affixed to the Demised Premises by Tenant, provided that the same can be removed by Tenant without materially damaging or altering the Demised Premises, and any such damage shall be repaired promptly by Tenant. Further, Landlord agrees that it will not prevent any lender of Tenant, or such lender's designee, from entering upon the Demised Premises during the Term at reasonable times to inspect and remove Tenant's Personal Property, provided that said lender agrees to repair promptly and fully any and all damage resulting to the Demised Premises. Additionally, if, after the Commencement Date of the Term hereof, Landlord intends to terminate this Lease or otherwise exercise any right granted to Landlord hereunder to require Tenant to surrender the Demised Premises or to remove any portion of Tenant's Personal Property, Landlord agrees to notify Tenant's lender (of which Landlord has received written notice from Tenant, including such lender's name, notice address and telephone number), and Landlord shall grant to such lender the right to enter upon the Demised Premises during the Term of this Lease to do any or all of the following with respect to Tenant's Personal Property: (i) assemble, have appraised, sever, remove, maintain, inspect, repair, lease and/or transfer; provided in any such case that such lender's presence on and/or occupancy of the Demised Premises shall be upon and subject to all of the terms, covenants and conditions of this Lease, including the payment by such lender to Landlord, periodically, a per diem occupancy fee equivalent to the monthly rental and other charges then currently payable by Tenant hereunder based on a thirty (30) day month, for the actual number of days such lender uses and/or occupies the Demised Premises pursuant hereto. Further, nothing in this Lease shall give Landlord the right to use, possess or retain any of Tenant's records, files, patient's names or records.

(p) Unless a particular Section of this Lease provides for a longer or shorter period of time as to a particular matter, in the event Landlord does not respond in writing to a written request by Tenant

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for Landlord's consent, permission or approval as set forth or otherwise required under this Lease within fifteen (15) days after Tenant's delivery of the same, it shall thereafter be automatically deemed that Landlord has consented to or approved such request by Tenant or that Landlord has given its permission thereto. In the event Landlord does respond and does not consent, give its permission or give its approval Landlord shall provide with reasonable specificity the reason(s) therefore in writing so as to permit Tenant, should it so elect or desire, to make modifications or revisions to such request and to resubmit a further request for consent, permission or approval in Landlord

(9) Landlord agrees to reasonably assist Tenant in (i) the procurement of any licenses, permits, "sign-offs", approvals, or certificates which may be required by any governmental or quasi-governmental agency or authority with respect to Tenant's Improvements, alterations or other leasehold improvements permitted under the terms hereof in and to the Demised Premises, and with respect to (ii) the obtaining of any services, utilities or facilities from any utility company or companies supplying the same to the Shopping Center

(11) Except in the event of an uncured Default by Tenant under this Lease or the 1156-B Lease Landlord agrees that a termination of the 1156-B Lease prior to the Expiration Date of this Lease shall permit Tenant to also terminate this Lease effective at the same time as the termination date of the 1156-B Lease

(13) All Riders and all Exhibits referred to in and attached hereto are hereby incorporated in this Lease

IN WITNESS WHEREOF, and intending that this Lease be a sealed instrument, Landlord and Tenant have executed this Lease under seal on the dates indicated below

LANDLORD

TORGO MANAGEMENT, INC., as agent
for beneficiaries of COSMOPOLITAN
BANK AND TRUST, SUCCESSOR IN
INTEREST TO FIRST BANK OF OAK
PARK, AS TRUSTEE *et/ua* dated 11/23/93
and known as Trust No. 13581

By *Stephen P. DiSilvestro*
Printed STEPHEN P. DISILVESTRO
Its SECRETARY
Date of Execution December 9, 2003

TENANT

RENAL CARE GROUP
SCHAUMBURG, LLC

By *David M. Dill*
Printed DAVID M. DILL
Its Vice President of Managing Member
Date of Execution December 2, 2003

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TABLE OF EXHIBITS

EXHIBITS A, A-1 & A 2	Legal Description and Site Plan / Demised Premises / Refusal Space Diagram
EXHIBIT B	Possession Date Certificate
EXHIBIT C	Minimum Rent Schedule
EXHIBIT D	Landlord's Work Outline Specifications
EXHIBIT E	Opening and Expiration Date Declaration
EXHIBIT F & F-1	Tenant's Work / Water Line & Sanitary Sewer Line Diagram
EXHIBIT G	Sign Specifications
EXHIBIT H	Guaranty

Cole

EXHIBIT A

LEGAL DESCRIPTION AND SITE PLAN

Ce 7

EXHIBIT A-1
DEMISED PREMISES

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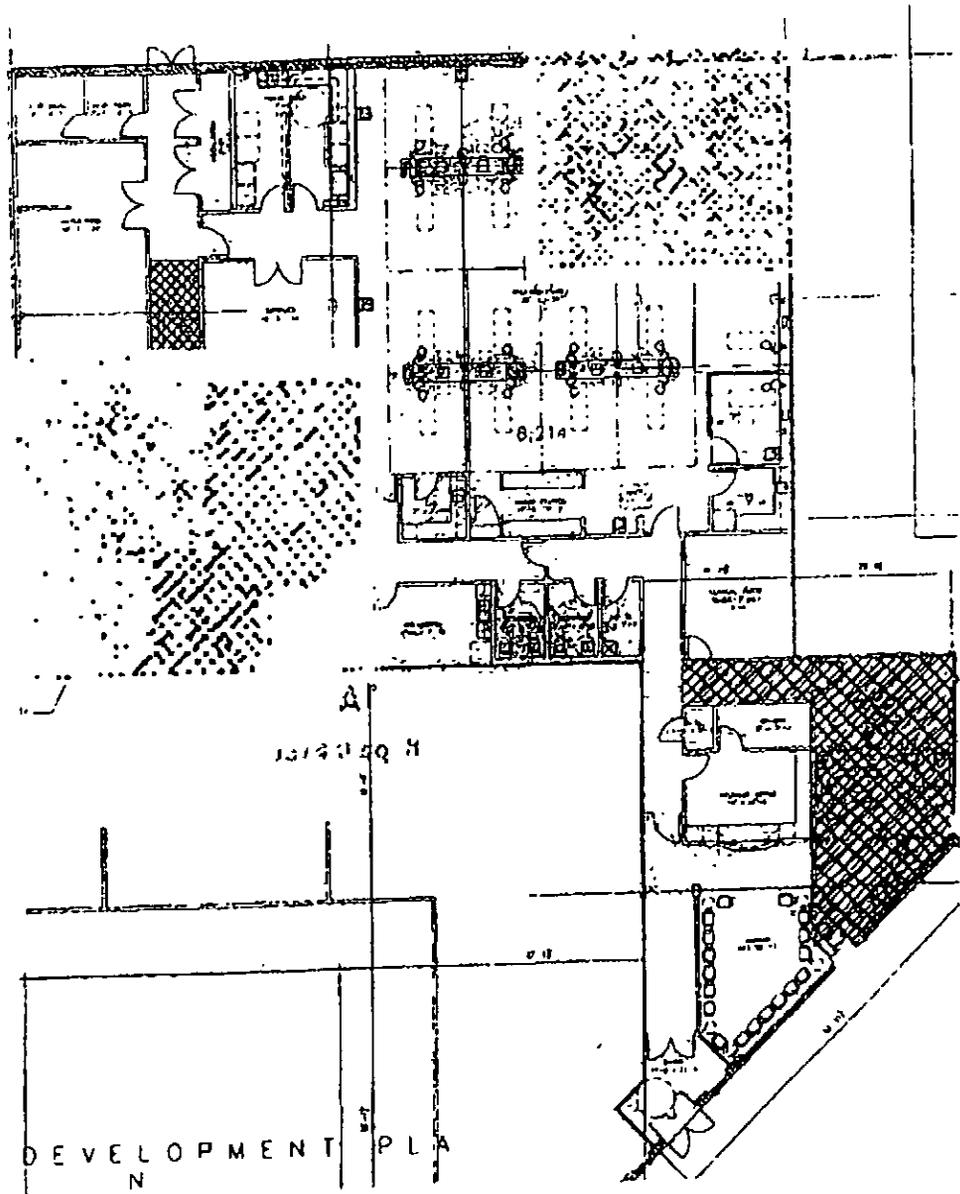


EXHIBIT A-1
DEMISED PREMISES

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EXHIBIT A-2
REFUSAL SPACE

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SCHAUMBURG TOWN CENTER

NW Corner Roselle Road and Wise Road, Schaumburg, Illinois

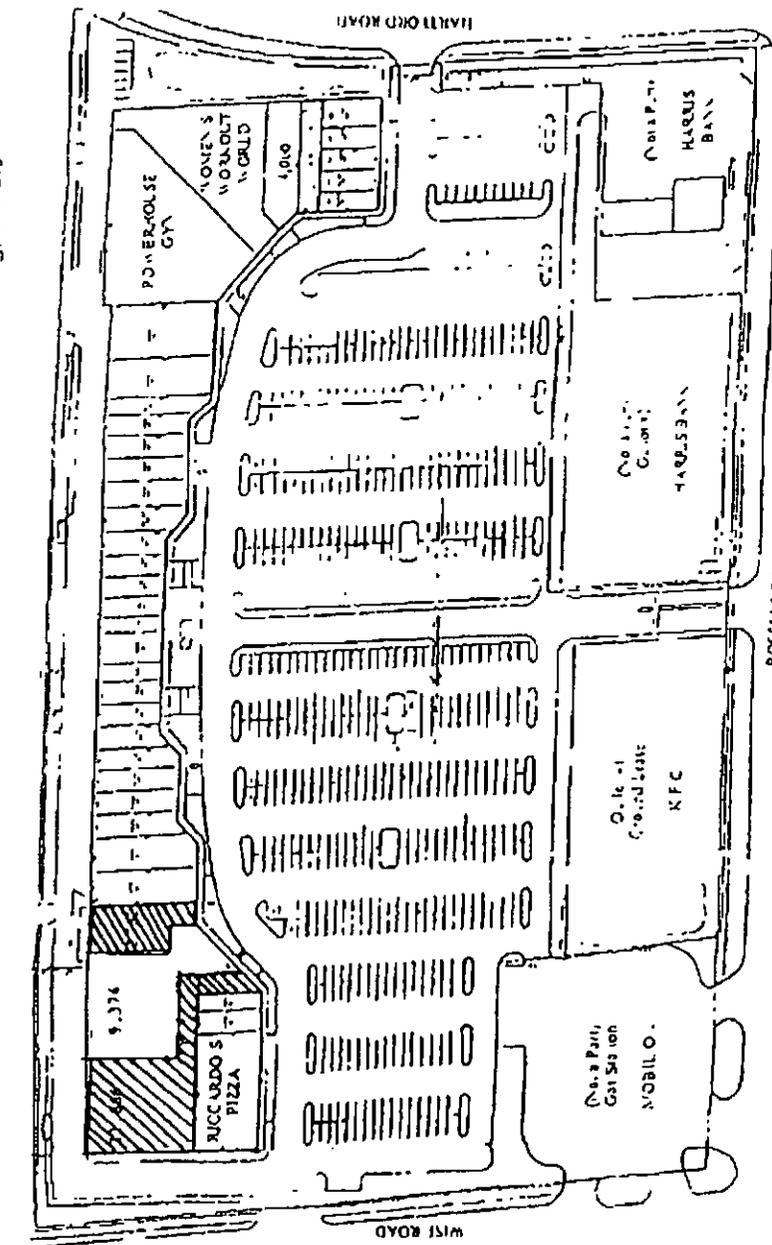


EXHIBIT A-2
REFUSAL SPACE

Handwritten mark resembling the number 22.

LEGAL DESCRIPTION

LOT 1 AND SURROUNDING AREAS IN SOUTHWEST QUARTER OF SECTION 16, T12N, R10E, S12W, COOK COUNTY, ILLINOIS, BEING PART OF THE SCHUBERT TRACT, AS SHOWN ON THE PLAT OF SAID TRACT, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF SAID COUNTY, ILLINOIS, ON FEBRUARY 11, 1907, BEING PART OF THE SAID TRACT.

Block	Lot	Area (sq. ft.)	Owner
1	1	1,000	...
1	2	1,000	...
1	3	1,000	...
1	4	1,000	...
1	5	1,000	...
1	6	1,000	...
1	7	1,000	...
1	8	1,000	...
1	9	1,000	...
1	10	1,000	...
1	11	1,000	...
1	12	1,000	...
1	13	1,000	...
1	14	1,000	...
1	15	1,000	...
1	16	1,000	...
1	17	1,000	...
1	18	1,000	...
1	19	1,000	...
1	20	1,000	...
1	21	1,000	...
1	22	1,000	...
1	23	1,000	...
1	24	1,000	...
1	25	1,000	...
1	26	1,000	...
1	27	1,000	...
1	28	1,000	...
1	29	1,000	...
1	30	1,000	...
1	31	1,000	...
1	32	1,000	...
1	33	1,000	...
1	34	1,000	...
1	35	1,000	...
1	36	1,000	...
1	37	1,000	...
1	38	1,000	...
1	39	1,000	...
1	40	1,000	...
1	41	1,000	...
1	42	1,000	...
1	43	1,000	...
1	44	1,000	...
1	45	1,000	...
1	46	1,000	...
1	47	1,000	...
1	48	1,000	...
1	49	1,000	...
1	50	1,000	...
1	51	1,000	...
1	52	1,000	...
1	53	1,000	...
1	54	1,000	...
1	55	1,000	...
1	56	1,000	...
1	57	1,000	...
1	58	1,000	...
1	59	1,000	...
1	60	1,000	...
1	61	1,000	...
1	62	1,000	...
1	63	1,000	...
1	64	1,000	...
1	65	1,000	...
1	66	1,000	...
1	67	1,000	...
1	68	1,000	...
1	69	1,000	...
1	70	1,000	...
1	71	1,000	...
1	72	1,000	...
1	73	1,000	...
1	74	1,000	...
1	75	1,000	...
1	76	1,000	...
1	77	1,000	...
1	78	1,000	...
1	79	1,000	...
1	80	1,000	...
1	81	1,000	...
1	82	1,000	...
1	83	1,000	...
1	84	1,000	...
1	85	1,000	...
1	86	1,000	...
1	87	1,000	...
1	88	1,000	...
1	89	1,000	...
1	90	1,000	...
1	91	1,000	...
1	92	1,000	...
1	93	1,000	...
1	94	1,000	...
1	95	1,000	...
1	96	1,000	...
1	97	1,000	...
1	98	1,000	...
1	99	1,000	...
1	100	1,000	...

12000 N. WISCONSIN, LLC
3211 P. Marquette Avenue
Chicago, Illinois 60656
773-311-3333

No warranty or representation, express or implied, is made as to the accuracy of data herein

EXHIBIT B

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD TORGO MANAGEMENT, INC. as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/a dated 11/23/93 and known as Trust No. 13581

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

LEASE EFFECTIVE DATE December _____, 2003

COMMON ADDRESS 1156-A S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately, 6,214 Rentable Square Feet

DEMISED PREMISES POSSESSION DATE _____, 200__

PROJECTED OPENING DATE _____, 200__

Landlord and Tenant acknowledge and agree that the Demised Premises described in the above-referenced Lease has been delivered to Tenant for the performance of Tenant's Work (as said term is defined in the Lease) on the Delivery of Possession Date noted above

Tenant further acknowledges that all of Landlord's Work pursuant to said Lease has been completed except as follows _____

LANDLORD

TORGO MANAGEMENT, INC. as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/a dated 11/23/93 and known as Trust No. 13581

By _____
President
Date _____, 200__

TENANT

RENAL CARE GROUP SCHAUMBURG, LLC

By _____
Printed _____
Its _____
Date _____, 200__

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EXHIBIT C
MINIMUM RENT SCHEDULE

There shall be no Rent payable by Tenant for the period to the Commencement Date as determined in accordance with the provisions of Section 1.02 of the Lease to which this Exhibit is attached, and following the Commencement Date of the Term, Minimum Rent shall be payable as follows

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT	1	\$49,712 00	\$4,142 67	\$8 00
	2	51,203 36	4,266 95	8 24
	3	52,756 86	4,396 40	8 49
	4	54,310 36	4,525 86	8 74
	5	55,926 00	4,660 50	9 00
	6	57,603 78	4,800 32	9 27
	7	59,343 70	4,943 31	9 55
	8	61,145 76	5,093 48	9 84
	9	63,009 96	5,250 83	10 14
	10	64,874 16	5,406 18	10 44

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT FOR OPTION PERIOD 1, IF EXERCISED BY TENANT	11	\$66,800 50	\$5,566 71	\$10 75
	12	68,788 98	5,732 42	11 07
	13	70,839 60	5,903 30	11 40
	14	72,952 36	6,079 36	11 74
	15	75,127 26	6,260 61	12 09

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT FOR OPTION PERIOD 2, IF EXERCISED BY TENANT	16	\$77,364 30	\$6,447 03	\$12 45
	17	79,663 48	6,638 62	12 82
	18	82,074 80	6,835 40	13 20
	19	84,510 40	7,042 53	13 60
	20	87,058 14	7,254 85	14 01

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EXHIBIT D

LANDLORD'S WORK OUTLINE SPECIFICATIONS

- 1 Smooth (all existing flooring materials to include adhesive and/or grout removed) and level concrete floor slab throughout the Demised Premises
- 2 Separately metered electrical service (800 amp, 4 wire, 3 phase) wiring supplied to Tenant's specified location inside the Demised Premises. Main Distribution panels provided by Tenant
- 3 Separately metered gas service (1000 CFH @ 4 02) as required to service HVAC and hot water tanks supplied to the Demised Premises at the Tenant's specified location
- 4 H V A C Landlord shall supply HVAC units to handle 250 square feet per ton of cooling in Patient Treatment Room, Lab, and Storage Room of the Demised Premises. HVAC units must have the capacity to handle 300 square feet per ton of cooling in balance of Demised Premises, or provide Tenant credit to install such HVAC units. All HVAC systems must comply with ASHRAE Standard 62-1989. All internal ductwork within the Demised Premises shall be Tenant's responsibility and expense.
- 5 Other than as noted in this Exhibit D, the Demised Premises shall be provided to Tenant in "as is" condition.

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EXHIBIT F

OPENING AND EXPIRATION DATE DECLARATION

LANDLORD TORGO MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK AS TRUSTEE w/a dated 11/23/93 and known as Trust No. 13581

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

LEASE EFFECTIVE DATE December _____, 2003

DEMISED PREMISES NUMBER 1156-A S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately, 6,214 Rentable Square feet

Landlord and Tenant acknowledge and agree that the Commencement Date of the above referenced Lease is _____, 200__ and the Expiration Date of the Lease is _____, 201__

LANDLORD
TORGO MANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/a dated 11/23/93 and known as Trust No. 13581

TENANT
RENAL CARE GROUP SCHAUMBURG, LLC

By _____
Printed _____
Its _____
Date _____, 200__

By _____
President
Date _____, 200__

EXHIBIT F
TENANT'S WORK
(To Be Completed)

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EXHIBIT F-1

WATER LINE/SANITARY SEWER LINE SCHEMATIC

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EXHIBIT G

SIGN SPECIFICATIONS

SCHAUMBURG TOWNCENTER
BUILDING SIGN PROGRAM

- TYPE Individually mounted back in letters
- SIZE
- A) Letter size is to be 32" maximum and 10" minimum (Except as otherwise noted below)
 - B) Multiple rows are not to exceed 32" total height, including space (except as otherwise noted below)
 - C) Minimum strokes is 1 1/2" No bold face type will be permitted
 - D) Depth of letters to be 4 1/2"
 - E) Total Horizontal Measurements shall not exceed 75% of the lease space width on spaces up to 30' in width

Canopy sign on lease spaces greater than 30' in width shall be subject to Landlord's approval (as note below)

- F) Size must conform to City requirements
- STYLE
- A) Shall be approved by Landlord No logos will be permitted

COLORS AND MATERIALS

- A) Rohm & Haas plex faces red, yellow, ivory and blue.
- B) Neon tubing red for red faces, yellow for yellow faces, 4500 for ivory and blue for blue faces
- C) D40 aluminum returns to match #313 dark bronze

PLACEMENT Centered horizontally and vertically

MOUNTING Mounted directly onto sign canopy surface provided for signs with no exposed connections. Final electrical hook-ups to be performed by licensed electrician

APPROVAL Three (3) sets of drawings are to be submitted for and approval by the Landlord prior to fabrication. Any variation of the above specifications must be approved by the Landlord. Drawings must include a cross-section

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Abstract
 1156-B S Roselle Road
 Report Date: 11/16/2005 9 21 07 AM

Lease Information			
Lease ID	2 533	City	Schaumburg
Client Lease ID		State	IL
Branch Number		Zip	60193
Tenant Legal Name	Renal Care Group Schaumburg, LLC	Country	United States
Division/Region	Renal Care--> MidAmerica--> 07--> 02	Building Owner	
Facility	SHM	Building Rentable Area	114,547 00
Relationship		Abstract Prepared by	L Schasane
Lease Type	Lessee	Abstract Reviewed by	
Lease Abstract Name		Date Lease Prepared	12/14/2004
Suite#	1156-B	Last Modified Info	9/16/2005 11 00 41 AM
Building Name	1156-B S Roselle Road	Closed?	no
Address	1156-B S Roselle Road		

Lease Index & Notes			
Lease Agreement Date	12/9/2003	Lease Status	Active
Execution	12/9/2003	Lease Recovery Type	NNN
Original Commencement Date	6/16/2004	Month to Month	
Current Commencement Date	6/16/2004	Portion of space is subleased	
Date of Occupancy		Date Rent Due	
Lease Expiration Date	6/30/2014		
Vacate Notice Date			

Contacts						
Type	Company Name	Attention To	Address	Phone	Fax	Email
Landlord	Torgo Management, Inc		5231 N Harlem Avenue Chicago IL, 60656 United States			
	Notes			Fed ID	Vendor ID	

Tenant Space Information			
Usable SF	0 00	Rentable SF	3,160 00

Space Utilization	

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Abstract
 1156-B S Roselle Road
 Report Date 11/16/2005 9 21 07 AM

Space Type	Description	Usable Area	Rentable Area
Other	Dialysis	0 00	3 160 00

Rent Schedule

Current Monthly Base Rent	\$2,169 87	Current Annual Base Rent PSF	\$8 24
Current Monthly Expenses	\$0 00	Current Annual Expenses PSF	\$0 00
Current Monthly Total	\$2,169 87	Current Annual Total PSF	\$8 24

Lease Rent

Code	Rent Begin	End Date	Frequency	Amount	Yearly Amount	Am / SF	Total SF
OpEx	06/16/2004	06/15/2005	Monthly	\$658 33	\$7,899 96	\$2 50	3,160
	GL Code			Description			
Taxes	06/16/2004	06/15/2005	Monthly	\$1,092 83	\$13,113 96	\$4 15	3,160
	GL Code			Description			
Base Rent	06/16/2004	06/15/2005	Monthly	\$2,106 67	\$25,280 04	\$8 00	3,160
	GL Code			Description			
Base Rent	06/16/2005	06/15/2006	Monthly	\$2,169 87	\$26,038 44	\$8 24	3,160
	GL Code			Description			
Base Rent	06/16/2006	06/15/2007	Monthly	\$2,235 70	\$26,828 40	\$8 49	3,160
	GL Code			Description			
Base Rent	06/16/2007	06/15/2008	Monthly	\$2,301 53	\$27,618 36	\$8 74	3,160
	GL Code			Description			
Base Rent	06/16/2008	06/15/2009	Monthly	\$2,370 00	\$28,440 00	\$9 00	3,160
	GL Code			Description			
Base Rent	06/16/2009	06/15/2010	Monthly	\$2,441 10	\$29,293 20	\$9 27	3,160
	GL Code			Description			
Base Rent	06/16/2010	06/15/2011	Monthly	\$2,514 83	\$30,177 96	\$9 55	3,160
	GL Code			Description			
Base Rent	06/16/2011	06/15/2012	Monthly	\$2,591 20	\$31,094 40	\$9 84	3,160
	GL Code			Description			
Base Rent	06/16/2012	06/15/2013	Monthly	\$2,670 20	\$32,042 40	\$10 14	3,160
	GL Code			Description			
Base Rent	06/16/2013	06/30/2014	Monthly	\$2,749 20	\$32,990 40	\$10 44	3,160

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.ostract
 1156-B S Roselle Road
 Report Date: 11/16/2005 9:21:07 AM

GL Code	Description
---------	-------------

Allocations

Cost Center	Cost Percent	Space Percent	Total Expense/CC	Head Count	Status	Use Type
Total	0.00	0.00	\$0.00	0		

Financial Notes

CPI	CPI Adjustment	CPI Adjustment Date
-----	----------------	---------------------

Expenses & Taxes

Tax Base Year	Tax Stop Amt	\$0.00
Op Base Year	Op Stop Amt	\$0.00
	Prorate Share (%)	2.76

Options

Lease Options

Type	Begin	End	Notification	Reminder	Status	Action Taken
Renewal	07/01/2014	06/30/2019	01/01/2014	01/01/2014	Active	
	Description: 1st of 2-5 year renewal options with 180 days prior written notice with rent at \$2,830.83 for year 11, \$2,915.10 for year 12, \$3,002.00 for year 13, \$3,091.53 for year 14 and \$3,183.70 for year 15					
	Action Date: Action Notes					
Renewal	07/01/2019	06/30/2024	01/01/2019	01/01/2019	Active	
	Description: 2nd of 2-5 year renewal options with 180 days prior written notice with rent at \$3,278.50 for year 16, \$3,375.93 for year 17, \$3,476.00 for year 18, \$3,581.33 for year 19 and \$3,689.30 for year 20					
	Action Date: Action Notes					
Right of First Refusal	06/14/2004	06/30/2014			Active	
	Description: TT has right of first refusal to lease any adjacent space					
	Action Date: Action Notes					

Clauses

Clause Type	Clause
ADA Requirements	LL shall be solely responsible to comply, at its cost and expense but subject to reimbursement by TT for its share, with all laws and regulations including ADA Doc Lease Sec 5.06 Page 8
After Hours HVAC	Not Specified

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Abstract
 1156-B S Roselle Road
 Report Date 11/16/2005 9 21 07 AM

	Doc	Sec	Page
Audit Rights	TT shall have 30 days following its receipt thereof to dispute LL's calculation of CAM expenses by submitting written notice to LL		
	Doc Lease	Sec 6 05b	Page 10
CAM Charges	TT agrees to reimburse LL, as additional rent, for its proportionate share (2.758%) of CAM costs. The initial monthly amount shall be \$658.33. CAM charges payable by TT shall not increase in any given subsequent lease year by more than 10%. LL may estimate.		
	Doc Lease	Sec 6 03-6 05	Page 9-10
Holdover	Tenant at will on month-to-month basis, with rent at 125% of last prevailing rent after 90 days, monthly minimum rent shall be at 150%. Tenancy at will may be terminated upon 30 days notice from LL.		
	Doc Lease	Sec 17 02	Page 20
Indemnification	TT & LL agree to hold each other harmless and indemnify each other against claims and liabilities, including reasonable attorneys' fees for and against injuries to all persons and damage to property occurring in premises.		
	Doc Lease	Sec 9 03	Page 13-14
Landlord Maintenance & Repair	LL shall, at its cost and expense but subject to TT's obligations under Art. VI, keep in good repair, perform all maintenance to, and replace structural and load-bearing portions of roof, roof decking, foundation and floor slabs, and exterior of shopping center including demised premises and common areas.		
	Doc Lease	Sec 7 01	Page 10
Landlord Services	Not specified		
	Doc	Sec	Page
Legal Notices	Notices in writing and effective upon the earlier of (i) receipt, (ii) 2 days following sending by nationally recognized overnight courier, or (iii) date which is 3 days after date on which notice is deposited in US mails by registered or certified mail, return receipt requested, first class, postage prepaid.		
	Doc Lease	Sec 20	Page 21
Real Estate Taxes	TT shall pay, as additional rent, its proportionate share (2.578%) of taxes monthly as estimated by LL. The initial monthly amount shall be \$1,092.83.		
	Doc Lease	Sec 8	Page 11
Tenant Maintenance & Repair	TT shall, at its sole cost and expense, make all necessary repairs to premises including windows, glass and plate glass, doors, any special storefronts, interior non-structural walls, ceilings and finish work, floors and floor coverings. TT agrees to maintain and repair the HVAC equipment at its own expense. If cost of repair is equal or greater than cost of replacement or if unit can't be repaired, LL shall be responsible for cost of replacement.		
	Doc Lease	Sec 7 02	Page 11
Utilities	TT, at its expense, shall arrange for and pay all costs for all utilities and services used and as separately metered.		
	Doc Lease	Sec 5 03	Page 7

Notes (Other)

(L5/4 04) LL's contribution amount is also for space at 1156- A S Roselle Rd, Date Rent Due not specified, therefore not included herein, Page 36 of Lease is missing which appears to be a Guaranty - Per Misty there is not a page 36 or a Guaranty.

General Notes / Comments

Redcount

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Abstract
 1156-B S Roselle Road
 Report Date 11/16/2005 9 21 07 AM

Current Headcount 0 00 Future Headcount 0 00

Security Deposit	
Security Deposit Amount	\$0 00
Guarantor	
Deposit Notes	(L/Synopsis) Intentionally omitted
Security Deposit Return Date	

Leasehold Improvements	
Landlord Improvements	\$8,800 00
Tenant Improvements	\$0 00

Documents Index			
Lease Amendments			
Description	Type	Execution Date	Effective Date
Lease & Memorandum of Lease	Lease	12/09/2003	12/09/2003
	Comments		
Delivery of Possession Date Certificate & 1st Amendment	Amendment	03/08/2004	03/08/2004
	Comments	Sets forth terms and s/	

Additional Memos	
Lease Memos	
Memo Description	Memo

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TORCO MANAGEMENT, INC., an Illinois Corporation,
as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST,
SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE
a/u/s dated 11/23/93 and known as Trust No. 13581, AS "LANDLORD,"

AND

RENAL CARE GROUP SCHAUMBURG, LLC, AS "TENANT"

LEASE AGREEMENT

Demised Premises

1156-B South Roselle Road
Schaumburg, Illinois 60193

..


LEASE SYNOPSIS

LEASE AGREEMENT BETWEEN TORGOMANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/a dated 11/23/93 and known as Trust No 13581 ("LANDLORD") and RENAL CARE GROUP SCHAUMBURG, LLC, a Delaware limited liability company ("TENANT")

EFFECTIVE DATE December 9, 2003

LANDLORD TORGOMANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/a dated 11/23/93 and known as Trust No 13581

ADDRESS OF LANDLORD 5231 N Harlem Avenue
Chicago, Illinois 60656

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

ADDRESS OF TENANT c/o 2525 West End Avenue, Suite 600, Nashville, Tennessee 37203

TENANT'S TRADE NAME RENAL CARE GROUP or RENAL CARE GROUP SCHAUMBURG
or RCG SCHAUMBURG

LEASE TERM Ten (10) years commencing upon the Commencement Date, plus, if applicable, the remainder of the calendar month in which the Expiration Date occurs

COMMENCEMENT DATE As determined pursuant to Section 1.02 of the Lease

RENT ABATEMENT There shall be no Rent for the period until Commencement Date. Minimum Rent shall be paid in accordance with Article II and Exhibit C of the Lease

FLOOR AREA Approximately 3,160 square feet, being the rentable area of the Demised Premises, as outlined in Exhibits A & A-1 to the Lease

DEMISED PREMISES 1156-B S Roselle Road, Schaumburg, Illinois, as Shown on Exhibits A & A-1 to the Lease

PERMITTED USES Operation of a renal dialysis care services facility and any related and ancillary use, including medical and business offices in conjunction therewith

SECURITY DEPOSIT (INTENTIONALLY OMITTED)

GUARANTOR RENAL CARE GROUP, INC

INITIAL MINIMUM COMMON AREA PAYMENT \$7,900.00 per year
(\$658.33 per month)

INITIAL MINIMUM REAL ESTATE TAX PAYMENT \$13,114.00 per year
(\$1,092.83 per month)

TENANT'S PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE EXPENSES Two and Seven Hundred Fifty-Eights Percent (2.758%)

TENANT'S PROPORTIONATE SHARE OF TAXES Two and Seven Hundred Fifty-Eights percent (2.758%)

WHEREVER THE TERMS AND CONDITIONS OF THIS LEASE SYNOPSIS AND THE TERMS AND CONDITIONS OF THE LEASE TO WHICH THIS LEASE SYNOPSIS IS ATTACHED CONFLICT, THE TERMS AND CONDITIONS OF THE LEASE SHALL CONTROL

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of December ~~11th~~, 2003 (the "Effective Date"), by and between TORGO MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE *u/v/a* dated 11/23/93 and known as Trust No. 13581 (hereinafter referred to as "Landlord"), and RENAL CARE GROUP SCHLAUMBURG, I.L.C. (hereinafter referred to as "Tenant")

WITNESSETH

That for and in consideration of the rentals hereinafter received and of the mutual covenants and agreements hereinafter set forth the parties hereto hereby mutually agree as follows

ARTICLE I GRANT AND TERM

SECTION 1 01 DEMISED PREMISES Landlord hereby leases to Tenant for the Term (as defined in Section 1 02 below) and upon the covenants hereinafter set forth, approximately, three thousand one hundred sixty (3,160) rentable square feet of ground floor area in the shopping center, commonly known as 1156-B South Roselle Road, Schaumburg, Illinois in the Shopping Center known as the Schaumburg Towncenter or by such other name as Landlord may from time to time hereinafter designate (hereinafter "Shopping Center") The Shopping Center is legally described on Exhibit A hereto which exhibit is incorporated herein by reference The leased space shall hereinafter be referred to as the "Demised Premises" The Demised Premises and the 1156-A Premises (as defined in Section 1 02 below) are collectively cross-hatched on the site plan of the Shopping Center attached hereto and made a part hereof as Exhibit A, and the Demised Premises are more particularly outlined by the double cross-hatching in relation to the 1156 A Premises in Exhibit A-1 hereto Further, at all times following the Effective Date and during the Term of this Lease, Landlord hereby grants to Tenant an easement for, and shall provide Tenant, its agents and contractors and, as applicable, third-party utility companies with, access to and use of all portions of the Common Areas of the Shopping Center to which Tenant may reasonably need access outside of the Demised Premises for purposes of undertaking and installing, and hereafter repairing, modifying and/or replacing, the utility services to the Demised Premises in be undertaken by Tenant and its agents and contractors in accordance with this Lease, including as pertains to the initial installation and future repair, modification and replacement of Tenant's required water and sanitary sewer line services as generally depicted in the schematic attached hereto as Exhibit F-1 attached hereto, and to the extent that Tenant may need access to areas of the Shopping Center exclusively leased to third-parties, Landlord will work in good faith with Tenant to procure appropriate access to those areas to allow installation, repair, modification and/or replacement of the required work, including the water line and sanitary sewers generally outlined in Exhibit F-1 hereto

SECTION 1 02 TERM Subject to Tenant's option rights to extend the Term as contemplated by Section 3 01 of this Lease, the term (the "Term") of this Lease shall be for a period of ten (10) years, commencing upon that date (the "Commencement Date") which is the earlier of (i) that date which is one hundred twenty (120) days following the Demised Premises Possession Date (as defined in Section 4 02 hereof), or (ii) that date following the Demised Premises Possession Date and upon which Tenant has substantially completed its initial tenant improvements (if any to be made to the subject Demised Premises given it is being leased by Tenant primarily as prospective expansion space), receives the appropriate certificate of occupancy and other consents without legal qualification necessary and appropriate to allow it to occupy the Demised Premises for the Permitted Uses and the approximately 6,214 square feet referred to as 1156-A South Roselle Road within the Shopping Center (the "1156-A Premises") as separately leased by Tenant from Landlord under that Lease Agreement entered into by and between Landlord and Tenant on or about the Effective Date hereof (the "1156-A Lease"), and expiring at midnight, central time, on the last calendar day of the month following the expiration of ten (10) full years after the Commencement Date, unless sooner terminated in accordance with the provisions hereof (the "Expiration Date") The period between the Possession Date and the Commencement Date of the Term shall be referred to as Tenant's "Finishing Period" Each consecutive twelve (12) month period beginning with the Commencement Date shall hereinafter be referred to as a "Lease Year" provided, however, that if the Commencement Date is not the first day of a month, the first Lease Year shall be the period beginning on the Commencement Date and continuing for twelve (12) consecutive full calendar months after the first day of the month immediately succeeding the Commencement Date After the Effective Date hereof, and so long as Tenant's Work as to its initial tenant's improvements within and about the Demised Premises does not materially interfere with Landlord's Work as contemplated by Section 4 02, Landlord shall permit Tenant and Tenant's agents or independent contractors to enter the Demised Premises and the 1156-A Premises prior to the Commencement Date specified in this Lease and in the 1156-A Lease in order that Tenant may make the Demised Premises and the 1156-A Premises ready for Tenant's use and occupancy in accordance with the provisions of Exhibit F hereof (which Exhibit F shall be prepared by Tenant and agreed upon by the parties in writing by addendum hereto prior to commencement of such

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Tenant's Work by Tenant) and the corresponding exhibit to the 1156-A Lease. Such entry shall be pursuant to a conditional exclusive license, which license shall be subject to the condition that Tenant and Tenant's employees, agents, contractors, subcontractors, workmen, mechanics, suppliers, and invitees shall work in harmony and not materially interfere with Landlord and its agents and contractors in doing its Landlord's Work under this Lease or the 1156-A Lease, its work in the Shopping Center or with work performed by Landlord or others for other tenants and occupants of the Shopping Center. If at any time such entry or occupancy shall cause or threaten to cause material disharmony or material interference, Landlord, in its reasonable discretion, shall have the right to suspend such license upon twenty-four (24) hours' prior written notice to Tenant. Tenant agrees that any such entry into and occupancy of the Demised Premises prior to the Commencement Date shall be deemed to be under and Tenant shall abide by, all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay Rent. Tenant further agrees that to the extent permitted by law, Landlord and its beneficiary shall not be liable in any way for any injury or death to any person or persons, loss or damage to the property placed therein prior to the Commencement Date, the same being at Tenant's sole risk, unless such occurrence is due to Landlord's or Landlord's agent's gross negligence. It shall be a condition to the license given by Landlord to Tenant pursuant to this Section 1.02 that Tenant shall give to Landlord not less than five (5) days' prior written notice, which notice shall contain and/or shall be accompanied by (i) a construction schedule and final copies of Tenant's improvements plans and specifications which are to be agreed upon by Landlord and Tenant pursuant to Section 1.03 of this Lease, (ii) the names and addresses of all contractors, subcontractors and material suppliers for whom and which such access is being requested, and (iii) certificates of insurance complying with the insurance requirements set forth in this Lease. All of the foregoing shall be subject to Landlord's prior approval, which approval shall be delivered within the time frame contemplated by Section Article XX, Subsection (p) and which shall not be unreasonably withheld. If requested by Landlord or Tenant and provided this Lease is not terminated pursuant to Section 1.03 hereof, immediately following establishment of the Possession Date and, thereafter, Commencement Date, or at any other time during the Term hereof, Tenant and Landlord shall each execute an appropriate Demised Premises Acceptance Declaration (following the Possession Date) and an Opening and Termination Date Declaration (following the Commencement Date) in the forms attached hereto as Exhibit B and Exhibit E, respectively, specifying the information called for in said forms.

SECTION 1.03 CONTINGENCIES Notwithstanding anything to the contrary otherwise set forth in this Lease or the 1156-A Lease, Tenant's obligations under this Lease are expressly contingent upon the occurrence of each of the following events (each a "Contingency") on or before that date which is the thirtieth (30th) calendar day following but excluding the Effective Date (the "Contingencies Deadline")

(a) Tenant must have satisfied itself that it will be able to obtain all required governmental approvals or variances, if any, special exceptions and other approvals necessary or appropriate in its discretion (including, without limitation, all applicable certificate(s) of need and City of Schaumburg, Illinois approvals) allowing for the unqualified issuance of operation permits, building permits and any other permits and approvals necessary for, the construction of the repairs, modifications and other improvements constituting the initial Tenant's Work within, if and as applicable, the Demised Premises and, within the 1156-A Premises in accordance with its anticipated Tenant's Work to be outlined, when final, in Exhibit F hereto and to the 1156-A Lease (such plans and specifications to be agreed upon by Landlord and Tenant as contemplated by Section 1.03(b) hereof), and to, upon completion all such improvements, permit, as applicable, the use and occupancy of the Demised Premises and the 1156-A Premises for the intended Permitted Uses as of the Commencement Date of the Term hereof,

(b) If it so elects, Tenant must have received, reviewed and approved, at its sole cost and expense, a firm, final owner's leasehold commitment for title insurance from a title insurance company acceptable to it and in a form and of content acceptable to it bearing a commitment by such Title Company to issue a final leasehold owner's policy insuring Tenant's anticipated leasehold interest(s) in the Demised Premises, together with customary endorsements and other endorsements desired by Tenant, and a Landlord's "owner's affidavit" to permit the deletion of the so-called "standard exceptions".

(c) Tenant must have received an executed and recordable consent, recognition and non-disturbance agreement in a form and of content acceptable to Tenant and its counsel in their reasonable discretion, which consent as to form and content shall not be unreasonably withheld, conditioned or delayed, from each lender or other secured party, if any, having a mortgage, deed of trust, ground lease interest or similar secured interest in the Shopping Center, including the Demised Premises, as of the Contingencies Deadline, and which agreement shall, among other matters, provide for each such lender's consent to this Lease and the 1156-A Lease, including, to the extent contemplated by lender's loan documents with Landlord, Tenant's intended Permitted Uses and to, if and to the extent initially contemplated, the repairs, improvements and modifications to the Demised Premises and the 1156-A Premises as may be contemplated by the Tenant's Work, and

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(d) Tenant and Landlord must have entered into for recording a memorandum of lease in a form acceptable to Tenant and its counsel, which consent as to form and content shall not be unreasonably withheld, conditioned or delayed, for recording, at Tenant's expense, reflecting Tenant's leasehold interest in the Demised Premises and other matters as the parties thereto may agree.

If any one or more of the Contingencies is or are not fulfilled to the sole satisfaction of Tenant on or before the Contingencies Deadline, Tenant may either, in its sole discretion and without further liability, (i) upon written notice to Landlord given within five (5) days thereafter, terminate this Lease, and upon such termination, neither party shall owe any further obligation to, or have liability to, the other under this Lease, or (ii) notify Landlord in writing that Tenant has elected to waive all unsatisfied Contingencies. If Tenant does not, within five (5) days after the Contingency Deadline, give Landlord the notice provided for in (i) or (ii) above (the "Contingencies Notice"), the unsatisfied Contingencies shall be deemed to have been waived by Tenant. The parties agreed to cooperate in good faith in an effort to assist Tenant in satisfaction of its Contingencies, provided, however, it is acknowledged that, except for procurement of appropriate governmental approvals and permits for such work which Landlord agrees to pursue immediately upon establishment of the Effective Date hereof, Landlord shall not be required to incur any expense or liability under this Lease as to Landlord's Work until Landlord has received written notice from Tenant that Tenant has satisfied or waived the Contingencies in their entirety.

ARTICLE II RENT AND DEPOSIT

SECTION 2 01 MINIMUM RENT Provided that this Lease is not otherwise terminated prior thereto as contemplated above, then commencing upon the Commencement Date, Tenant covenants and agrees to pay annual minimum rent (the "Minimum Rent") to Landlord, in monthly installments, in advance, according to the Minimum Rent Schedule attached hereto as Exhibit C.

SECTION 2 02 PERCENTAGE RENT (INTENTIONALLY DELETED)

SECTION 2 03 PAYMENTS BY TENANT Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims except as otherwise provided for in this Lease, the "Rent", which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable to Landlord hereunder, provided however no monthly rental payments shall be deemed late until after the fifth (5th) day of the month for which such sums are due. Unless otherwise stated in this Lease, all other sums of money or charges payable to Landlord from Tenant by this Lease are defined as "Additional Rent" and are due twenty (20) days after the rendering of an invoice therefor and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin or currency of the United States of America, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder.

SECTION 2 04 DEPOSIT (INTENTIONALLY DELETED)

SECTION 2 05 LATE CHARGE In the event any sums required hereunder to be paid are not received on or before the fifth (5th) calendar day after the same are due, then, Tenant shall immediately pay, as Additional Rent, a late payment service charge equal to (a) One Hundred Fifty Dollars (\$150.00), plus, if not paid within fifteen (15) days of the initial date such sums are due, (b) interest from the original due date until said past due amount shall be paid by Tenant to Landlord at a rate equal to four percent (4%) above the prime rate as announced by the Bank One of Chicago from time to time, which rate (hereinafter the "Default Rate") shall change when and as said prime rate changes but which rate shall not be in excess of any maximum interest rate permitted by law.

ARTICLE III OPTION TO EXTEND

SECTION 3 01 OPTION TO EXTEND Provided that no uncured Default by Tenant is existing under this Lease at the time the applicable option to renew described below is exercised or at the commencement of the applicable renewal option period, Landlord hereby grants Tenant the right, privilege and option to extend this lease for two (2) successive periods of five (5) years each, commencing, if and as exercised by Tenant as applicable, immediately on the Expiration Date of the initial ten-year Term hereof and the expiration date of the first five-year renewal period, and upon the same terms and conditions contained in this Lease (other than as set forth in this Article III to the contrary), upon notice in writing to Landlord of Tenant's intention to exercise each such option, given at least one hundred and eighty (180) days prior to, as applicable, the expiration of the initial ten-year Term or preceding initial renewal period of this Lease. If Tenant fails to timely exercise the first renewal period

option, the second renewal period option shall be immediately deemed to be null and void and of no further force or effect

SECTION 3 02 OPTION RENTS In the event Tenant exercises a renewal period option to extend the Term provided for herein, Tenant covenants and agrees to pay to Landlord annual Minimum Rent for such renewal period, as exercised, in monthly installments on the first day of each month of such renewal period and in advance, according to the Minimum Rent Schedule attached hereto as Exhibit C

SECTION 3 03 PERCENTAGE RENT DURING OPTION PERIOD INTENTIONALLY DELETED!

ARTICLE IV PREPARATION OF DEMISED PREMISES

SECTION 4 01 SITE PLAN Exhibit A sets forth the general layout of the Shopping Center as of the Effective Date hereof. Landlord does not warrant or represent that the Shopping Center is constructed exactly as shown thereon, provided, however, Landlord acknowledges that any materials provided to Tenant by Landlord or its agents with respect to the Demised Premises to assist Tenant in preparing its plans and specifications for the Tenant's Work are substantially complete and accurate. Subject to the limitations and requirements set forth in this Lease, Landlord may change or alter any of the stores, common areas or any other aspect in the Shopping Center, or may sell or lease any other portions of the Shopping Center without the consent of or prior notice to Tenant, provided, however, Landlord agrees that at all times during the Term hereof, including as the Term may be extended, the relative location and actual size of the Demised Premises and the 1156-A Premises shall remain unchanged, and any modifications, alterations or improvements otherwise undertaken by Landlord to the remainder of the Shopping Center, or any portion thereof, shall be taken only in a manner so as not to (A) materially interfere with Tenant's or its patient's access to the Premises or Tenant's business operations in or about the Demised Premises, or (B) materially interfere with the parking areas serving the Demised Premises for Tenant and its patients or the patient and delivery loading and supply access points at the Demised Premises. Further as to access, deliveries and parking, subject to applicable laws and codes pertaining to the Shopping Center, Landlord represents and warrants unto Tenant that at no additional charge or cost beyond that factored into the Minimum Rents payable by Tenant hereunder (W) Tenant and Tenant's agents, officers, invitees, guests, patients, contractors and employees shall at all times during the Term have direct access for ingress and egress to and from the Demised Premises and one or more of the public rights-of-way adjoining the Shopping Center and known as Wise Road, Roselle Road and Hartford Road, (X) Tenant, its agents, representatives, employees, patients, contractors and invitees shall have the right to conduct pick-ups, drop-offs and the deliveries via semi tractor truck transport or otherwise at the Demised Premises at any time during the Term, and the vehicles or carrier(s) making such drop-offs, pick-ups and deliveries to at the Demised Premises shall have the right to temporarily park their vehicles in any egress/ingress lanes and parking areas within the Shopping Center for purposes of loading and unloading provided such activities do not unreasonably interfere with other tenants' use and occupancy of the Shopping Center, (Y) at all times after the Effective Date and on a non-exclusive use basis with other tenants and occupants of the Shopping Center, there shall be located upon and within the boundaries of the Shopping Center property those number of parking spaces required by applicable laws, regulations, codes and ordinances to provide for the uses (including the Permitted Use) within the Shopping Center, including handicapped parking spaces, and (Z) Landlord shall not relocate any handicapped parking spaces in proximity to the Demised Premises without the prior written consent of Tenant

SECTION 4 02 LANDLORD'S WORK Landlord, at its sole cost and expense and prior to the Demised Premises Possession Date (defined below), shall construct and otherwise undertake the repairs, modifications and improvements to the Demised Premises (and, as applicable, the 1156-A Premises) substantially in accordance with the "Outline Specifications" attached hereto and made a part hereof as Exhibit D (hereinafter referred to as "Landlord's Work"). As a condition precedent to Tenant's obligations under this Lease, and subject to Tenant not having otherwise terminated this Lease (and/or the 1156-A Lease) pursuant to the provisions of Section 1 03, if the Landlord's Work (as defined below) is not substantially completed on or before the expiration of forty-five (45) days after the Contingencies Deadline (such deadline being herein referred to as the "Demised Premises Possession Date" or "Possession Date"), and Landlord subsequently fails to substantially complete the Landlord's Work within thirty (30) days immediately following default notice by Tenant in accordance with Section 14 03, then Tenant may in addition to exercising all other rights and remedies available to it under this Lease or at law or in equity, undertake to complete the Landlord's Work and receive reimbursement from Landlord as contemplated by Section 14 03. The Rent Commencement Date shall also be delayed by each day that Landlord's Work is delayed as result of Landlord's failure to do so. Without limiting or amending Landlord's obligations elsewhere under this Lease, Landlord warrants to Tenant for twelve (12) months after the Possession Date and for the Term of any warranties for materials, supplies or equipment, less ordinary wear and tear, that the Landlord's Work shall be completed by Landlord and its contractor(s) in a good and workman-like manner, free from faulty materials, in accordance with all applicable legal requirements, and sound engineering standards, and in accordance with all applicable plans, installation

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instructions and specifications fit for Tenant's undertaking of the Tenant's Work. Such warranty includes, without limitation, the repair or replacement (including labor), at Landlord's sole cost, of all materials, fixtures and equipment which are defective or which are defectively installed by Landlord, Landlord's contractors and their subcontractors. Landlord shall, at Tenant's option, assign to Tenant, or enforce for the benefit of Tenant, all warranties from subcontractors and material suppliers for such materials, workmanship, fixtures and equipment in effect after the expiration of such twelve (12) month warranty period. The foregoing warranty shall not include any repairs or replacements necessitated due to the grossly negligence or intentionally wrongful acts of Tenant, or its employees, agents and/or contractors.

SECTION 4 03 DELIVERY OF POSSESSION DATE Provided Tenant does not terminate this Lease beforehand by its terms and provided, further, that Landlord has properly and substantially completed its Landlord's Work to the reasonable satisfaction of Tenant subject only to immaterial punch-list items, if any that will not interfere with issuance of, as applicable, required preliminary/temporary certificates of occupancy (or the local equivalent) as pertains to the Demised Premises or with the undertaking by Tenant of the initial Tenant's Work hereunder, Tenant agrees to take physical possession of the Demised Premises on the Possession Date. Subject to Tenant's rights, at its option, of earlier access under Section 1 02 hereof and subject to delays in finalization of the plans and specifications for the initial Tenant's Work and applicable permitting processes, from and after the Possession Date, Tenant agrees to diligently perform Tenant's Work to the extent those portions of the initial Tenant's Work remain to the Demised Premises, but delays incurred by Tenant in commencing or thereafter completing its initial Tenant Work to the extent those portions of the initial Tenant's Work remain to the Demised Premises, while not delaying the Commencement Date of the Term, shall not result in a Default by Tenant hereunder.

SECTION 4 04 TENANT'S WORK Other than Landlord's Work done pursuant to Section 4 02 and Exhibit D hereto, all work necessary or appropriate to put the Demised Premises in a condition appropriate for, if applicable, Tenant's use thereof for the Permitted Use is to be performed by Tenant at its expense (hereinafter referred to as "Tenant's Work") in accordance with, when final and included by future addendum hereto, Exhibit F attached hereto and made a part hereof and in accordance with the provisions of Section 4 06 hereof. All entry into the Demised Premises and work done by Tenant shall, subject to the other terms of this Lease, be at Tenant's sole risk. All additional initial work, if any, performed by Tenant beyond that scheduled and described in approved Exhibit E, including at such time as Tenant shall expand operations into the areas comprising the Demised Premises hereunder shall, as contemplated by Section 1 02 hereof, be subject to Landlord's reasonable prior written approval, including, but not limited to, written approval of Tenant's plans and specifications as prepared by an independent professional, and all of Tenant's Work, including that initial work as contemplated by Exhibit E, shall be in accordance with good construction practices, all applicable laws, Landlord's insurance requirements as set forth in Section 4 05(b) and 9 02 hereinbelow and shall be undertaken in such a manner as to not unreasonably interfere with the use by other tenants and occupants of their respective premises. Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant, except that resulting from Landlord's or its agents, contractors, representatives or employees' negligence or intentional acts. Tenant agrees to pay for all the utilities used or consumed in the Demised Premises by Tenant on and after the delivery of the Demised Premises upon the Possession Date. Tenant shall obtain at Tenant's sole expense all certificates, approvals and permits which may be necessary so that a certificate of occupancy for the Demised Premises may be issued, including zoning variations or special use permits. If any zoning variations or special use permits are required, Tenant shall, subject to its contingency rights under Section 1 03(a) hereof and subject to the parties' acknowledgement that the Demised Premises hereunder shall initially be leased by Tenant only for potential future expansion of the Permitted Use therein beyond those areas leased by Tenant under the 1136-A Lease, use its best efforts to obtain such variations or permits, and Landlord shall cooperate with Tenant in all reasonable respects in obtaining such variations or permits. In addition, Tenant shall keep Landlord reasonably informed of its progress in obtaining such variations and permits. Copies of all such certificates shall be delivered to Landlord.

SECTION 4 05 SUBSEQUENT ALTERATIONS BY TENANT

(a) Following that initial Tenant Work contemplated by Exhibit F when complete, Tenant may not make any subsequent changes, modifications or alterations to the Demised Premises, including but not limited to demolition, erecting permanent partitions, making alterations or additions, or boring or screwing into ceilings, walls or floors, whether or not the same may be required under this Lease, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations shall be performed in a first-class and workmanlike manner and in accordance with all applicable legal and insurance requirements and the terms and provisions of this Lease. Further, in performing future work within or about the Demised Premises, Tenant agrees that it shall also comply with Landlord's reasonable and non-discriminatory rules and regulations as may be then applicable to the Shopping Center as published from time to time, provided, Landlord represents unto Tenant that, as of the Effective Date, no such rules and regulations are in existence. Notwithstanding the foregoing, future cosmetic and non-structural changes to the interior of the Demised Premises, including

painting, wallpapering, floor covering changes or carpeting shall, in no event, require prior notice to Landlord, or its consent. In addition, Landlord agrees that Tenant may install all necessary and appropriate moveable partitions, trade equipment and trade fixtures necessary for the conduct of its business within the Demised Premises, and same shall at all times remain as personal property of Tenant regardless of the manner of annexation.

(b) Prior to the commencement of any work by Tenant, Tenant shall (i) obtain Commercial General Liability and workers' Compensation insurance in the amounts and as contemplated by Section 9.07 of this Lease, and name Landlord and its property manager, if applicable for the shopping Center as an additional insured (or as their interests may otherwise be appropriate) and shall deliver duplicate originals of all certificates of such insurance to Landlord, and (ii) require its contractors to carry and maintain Commercial General Liability and Workers' Compensation insurance and provide certificate of insurance naming Tenant and Landlord as additional insureds.

(c) No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Demised Premises or the common areas, or any part thereof, and no representation respecting the condition of the Demised Premises or the Shopping Center has been made to Tenant by Landlord, except as specifically set forth in this Lease. Except as set forth herein, Tenant hereby expressly acknowledges that Landlord has made no representations or warranties, express or implied, as to the design or adequacy of (i) the Shopping Center for use as a shopping center facility, or (ii) the Demised Premises for the use set forth in Section 5.01(a).

SECTION 4.06 LIEN CLAIMS Tenant shall not permit any lien or claim for lien for any mechanic, laborer or supplier or any other lien to be filed against the Shopping Center, the Demised Premises, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant, but excluding Landlord's Work or any other repair, maintenance or replacement obligations of Landlord as to the Shopping Center, or any portion thereof, contemplated by this Lease for which Landlord shall be responsible. In the event that any such lien or claim is filed against the Demised Premises or the Shopping Center or any portion thereof as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond over the same within thirty (30) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond over or pay the same without inquiring into the validity or merits of such lien. Said lien and all sums so advanced by Landlord, including Landlord's reasonable expenses and reasonable attorneys' fees, shall be paid on demand by Tenant as Additional Rent.

ARTICLE V CONDUCT OF BUSINESS

SECTION 5.01 USE AND TRADE NAME

(a) Tenant may use and occupy the Demised Premises for the Permitted Uses as set forth in the Lease Synopsis comprising a portion of this Lease and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Upon completion of the initial Tenant's Work within the Demised Premises and occupancy of the Demised Premises by Tenant, Tenant's initial hours of operation within the Demised Premises are expected to be, approximately, 5:00 a.m. to 11:00 p.m. daily, but Tenant shall, notwithstanding the foregoing anticipated hours of operations, have access to the Demised Premises twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year throughout the Term and may, subject to applicable law and at its discretion, but without any obligation, operate during other hours as Tenant may desire, including upon holidays. Nothing contained to the contrary, expressly or implicitly, in this Lease shall be deemed or construed as a requirement that Tenant open for business in the Demised Premises or continuously operate its business in the Demised Premises. Without limiting the foregoing and as alluded to elsewhere in this Lease, Landlord acknowledges that Tenant is, as of the Effective Date hereof, leasing the Demised Premises only as possible expansion space should it seek to expand the Permitted Use beyond those areas leased under 1156-A Lease, and Tenant shall not be required to improve the Demised Premises or otherwise operate its business within the Demised Premises leased hereunder.

(b) Tenant shall operate its business from the Demised Premises under any one of the following full names only:

"RENAL CARE GROUP", or "RENAL CARE GROUP SCHAUMBURG", or "RCG SCHAUMBURG", and under no other trade name without Landlord's prior written consent.

SECTION 5.02 ESTOPPEL CERTIFICATES From time to time within twenty (20) days after receipt by Tenant of written request therefor from Landlord or from any mortgagee under any mortgage or any beneficiary under any deed of trust on the real property on which the building containing the Demised Premises is located or of which the Demised Premises are a part, deliver, in recordable form, a duly executed and acknowledged certificate or statement to the party requesting said certificate or

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statement or to any other person, firm or corporation designated by Landlord, certifying, (a) that this Lease is unmodified and in full force and effect, or, if there has been any modification, that the same is in full force and effect as modified, and stating any such modification, (b) the date of commencement of the Term of this Lease, (c) that Rent is paid currently without any set-off or defense thereto (or, if any set off or defense is applicable, the facts and circumstances pertaining thereto), (d) the dates to which the Rent and other charges payable hereunder by Tenant have been paid, and the amount of Rent and other charges, if any, paid in advance, (e) whether or not there is then existing any known claim of Landlord's default hereunder and, if so and to the extent known, specifying the nature thereof, (f) whether or not the Lease contains any exclusive use provisions, and (g) any other matters relating to the status of such Lease as shall be reasonably requested by Landlord or any such mortgagee or beneficiary from time to time, provided that, in fact, such facts are accurate and reasonably ascertainable. Any such certificate or statement by Tenant may, at the election of the requesting party, include Tenant's undertaking not to pay rentals or other charges for more than a specified period in advance of the due dates therefor set forth herein. Upon request from time to time, Landlord agrees to provide Tenant with one or more similar estoppels for the benefit of Tenant's proposed permitted assignee(s), subtenant(s) and lender(s).

SECTION 5.03 UTILITIES Tenant, at its expense, shall arrange for and pay all costs for all utilities and services provided directly for or used in or at, and as separately metered to, the Demised Premises, commencing upon delivery by Landlord to Tenant and acceptance of the Demised Premises by Tenant upon the Possession Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation not included in Landlord's Work of any and all such utility services. If Tenant subsequently desires additional gas, telegraphic, burglar alarm, computer installations or signal service not contemplated by Landlord's Work or the initial Tenant's Work, Landlord shall, upon request and provided that any such service is feasible and compatible with Shopping Center systems, reasonably direct, in consultation with Tenant and the utility providers, the location and method of all connections and wiring, if any, for such service. The installation, maintenance and use of any such additional service beyond that contemplated by Landlord's Work shall be at Tenant's sole expense. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation by Tenant and maintenance of such utility being the Tenant's obligations to maintain and other services and from all costs and charges for utilities consumed on or by the Demised Premises.

SECTION 5.04 SIGN Tenant shall install and maintain one (1) sign affixed to the front of the Demised Premises, subject to the prior written approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and conforming to all applicable legal and insurance requirements. Tenant's sign shall be consistent with the specifications and requirements contained in Exhibit G attached hereto. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Demised Premises thereby not otherwise resulting from the negligent or intentional acts of Landlord, its agents, employees and representatives. In the event Landlord deems it necessary to remove such sign for safety reasons then Landlord shall have the right to do so upon not less than ten (10) days prior written notice to Tenant and provided, further, that Landlord shall replace such sign as soon as practicable at Landlord's sole cost. No additional signs which can be seen from the exterior of the Demised Premises shall be installed or displayed in, on or about the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered). Any sign or display visible from the exterior of the Demised Premises which does not meet the above criteria may, provided Tenant has not removed such upon notice of default, be removed at any time by Landlord without notice or Landlord incurring any liability therefor.

SECTION 5.05 TENANT'S WARRANTIES AND OBLIGATIONS Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the Term hereof it shall (i) subject to Landlord's obligations under this Lease, keep the Demised Premises, including the floors, signs and any platform or loading dock used exclusively by Tenant clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements not the obligation of the Landlord, painting and decorating), and shall keep all glass in doors and windows comprising a portion of the Demised Premises clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty excepted, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business, equipment or trade fixtures, (iii) comply, and cause all of Tenant's employees, agents, concessionaires, licensees and invitees to comply with all of the rules and regulations of the Shopping Center ("Rules and Regulations") as reasonably and non-discriminatorily adopted in writing from time to time and enforced by Landlord, provided, however, Landlord shall have no duty or obligation to enforce any of the Rules and Regulations (none which exist as of the Effective Date hereof) or the terms, covenants or conditions of any lease of space in the Shopping Center against any tenant or any other person or entity, and Landlord shall not be liable to Tenant, Tenant's agents or employees, or anyone claiming through Tenant, its agents or employees for violation of any of the Rules and Regulations of any term, covenant or condition of any lease by anyone or any entity, (iv) observe all restrictive covenants of record or of which Tenant is notified in writing which are applicable to the Shopping Center and its

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Tenant, provided however, Landlord represents that the Demised Premises are not subject to any easements, rights, rules, regulations, duties, obligations, covenants, conditions, restrictions, limitations or agreements in existence or being negotiated which may or would materially hinder, interfere with, impede, constrain or otherwise restrict or prohibit Tenant's occupancy and use of the Demised Premises for the Permitted Use or the use, on a non-exclusive basis with other tenants and occupants of the Shopping Center, of the Common Areas, and Landlord will not, without the prior written consent of Tenant while this Lease, or any renewal or extension hereof, is in effect, agree to or undertake to make any modification, amendment or otherwise to any existing documents, instruments, declarations or restrictions which may be of record as of the Effective Date, or otherwise create or enter into any new agreements, or take or fail to take any act which would violate the terms and provision of this Lease. (v) not use the parking areas or sidewalks or any space outside the Demised Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Demised Premises which may be heard outside the Demised Premises, or permit any objectionable odors to emanate from the Demised Premises, (vii) keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Demised Premises, (viii) subject to the provision of this Section 5 05, comply and require all of Tenant's employees, agents, concessionaires, licensees and invitees to comply with all laws, ordinances, orders and governmental regulations, and with the directions of any public officer authorized by law, with respect to the Demised Premises or the Shopping Center and the use and occupancy thereof for the Permitted Use, (ix) operate its business in the Demised Premises under one of those anticipated Tenant's trade names as set forth in Section 5 01, and under no other name without the prior written approval of Landlord, (x) subject to Landlord's Work obligations hereunder, upgrade the sprinkler system within the Demised Premises to the extent required and otherwise install and maintain such fire protection devices as may be required by any governmental body related to Tenant's use of the Demised Premises for the Permitted Use, (xi) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Landlord, in its sole discretion, shall provide trash services to Tenant, Tenant shall be obligated to use and pay for the same in the manner and as part of the Common Area Maintenance Expenses, (xii) change Tenant's air conditioning filter as necessary, but not less often than five (5) times a year, and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year, (xiii) subject to conditions or circumstances within or about the Shopping Center not created by Tenant or those under its control, keep the Demised Premises free from insects and vermin and contract for regularly scheduled extermination service at such times and with such contractors as Landlord shall approve in writing, and (xiv) employ only such labor in the performance of any Tenant Work in and about the Demised Premises as will not cause any substantial or material conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors

SECTION 5 06 LEGAL REQUIREMENTS Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder respecting all matters of occupancy, condition or maintenance of the Demised Premises as pertains solely to Tenant's use of the Demised Premises for the Permitted Use(s), whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request. Notwithstanding anything to the contrary set forth in this Lease, including this Section 5 06, Landlord shall be solely responsible to comply, at its cost and expense but subject to reimbursement by Tenant for Tenant's Proportionate Share of Common Area Maintenance Expenses under Article VI to the extent applicable and recoverable, with all laws, statutes, ordinances, regulations or rules (including, without limitation, zoning, environmental, fire and the Americans with Disabilities Act) affecting the Shopping Center generally, including the Common Areas, and not pertaining solely to the Demised Premises for the Permitted Use

ARTICLE VI COMMON AREA

SECTION 6 01 COMMON AREA DEFINED "Common Area" herein shall be defined as all areas exterior to the Demised Premises as shown or legal described on Exhibit A, which are available for the joint use and benefit of Landlord, Tenant and other tenants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, contractors, customers, patients and other invitees, including but not limited to parking areas, parking spaces, driveways, truck serviceways, passageways, sidewalks, entrances to and from public thoroughfares, exits, lighting facilities, loading docks (except that Tenant shall have the exclusive right to use the dumpster pad and loading dock and service areas immediately behind and serving the Demised Premises, if any), courts, roof, landscaped areas and utility lines

SECTION 6 02 USE During the Term of this Lease, Tenant is granted, subject to reasonable and non-discriminatory rules and regulations promulgated by Landlord from time to time as pertains to the entirety of the Shopping Center and in addition to those rights and privileges granted elsewhere in this Lease, the nonexclusive license to permit its employees, agents, subtenants, concessionaires, licensees, contractors, customers, patients and other invitees to use the Common Areas, including for ingress and egress to and from the Demised Premises from a public street or highway. Landlord shall, subject to the

other provisions of this Lease (including, without limitation, Section 4.01 hereof), have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the areas in the Shopping Center excluding the Demised Premises or of the Common Areas or any part thereof, including, without limitation, the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type, subject to any easements and restrictions of record granted or approved by Landlord from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Provided, however, during the Term hereof, as same may be extended by Tenant, Landlord shall not modify or alter the utilities running through or comprising any portion of the Common Areas servicing the Demised Premises to such an extent as would materially interfere with Tenant's use and enjoyment of the Demised Premises for the Permitted Use(s).

SECTION 6.03 COMMON AREA MAINTENANCE EXPENSES Landlord agrees to maintain and keep in good service and repair all Common Areas. Subject to the provisions of Section 6.05 hereof, Tenant agrees to reimburse Landlord, as Additional Rent, for its Proportionate Share (as determined in accordance with Section 6.04) of all costs and expenses incurred by Landlord in managing, servicing, insuring, cleaning, maintaining, repairing, and (to the extent Landlord, in its sole discretion, deems appropriate) policing and protecting all Common Areas in the Shopping Center (the "Common Area Maintenance Expenses"). Common Area Maintenance Expenses shall include, but not be limited to, the following costs and expenses: (i) gas, electricity, water, sewer, other utility charges (including surcharges) of whatever nature, and removal of rubbish, dirt, debris, snow and ice pertaining solely to the Common Areas, (ii) insurance premiums for insurance covering property damage, fire, extended liability coverage for the Shopping Center, rent loss, workers' compensation, employer's liability, and contractual liability insurance premiums, (iii) building personnel costs, including, but not limited to, salaries, wages, employment taxes, social security, fringe benefits, and other direct costs of engineers, superintendents, watchmen, porters, and any other building personnel, (iv) costs of service and maintenance contracts, including, but not limited to, chillers, boilers, roof controls, windows, janitorial and general cleaning, (v) all other maintenance and repair expenses and supplies which may be deductible for such calendar year in computing Federal income tax liability, (vi) any other costs and expenses (i.e., items which are not capital improvements) incurred by Landlord in operating the Shopping Center, including, without limitation, the costs and expenses required to properly maintain the parking lot and the landscaping for the Shopping Center; (vii) the costs of any additional services not provided to the Shopping Center at the Lease Commencement Date but thereafter provided by Landlord for the benefit of all tenants of the Shopping Center in the prudent management of the Shopping Center, (viii) the cost of any capital improvements which are made by Landlord after the completion of initial construction Shopping Center and excluding, in all respects, future additions to the Shopping Center of floor area for leasing or occupancy, provided, however, that the costs of each such capital improvement, together with any financing charges incurred in connection therewith, shall be amortized and/or depreciated over the useful life thereof and only that portion thereof attributable to such Lease Year shall be included in the Common Area Maintenance Expenses for such Lease Year, (ix) reasonable management fees and other administrative fees and costs (including attorneys' and auditors' fees) but excluding costs and fees expended in negotiating leases or in improving other leased premises for exclusive use of occupancy and (x) routine roof repair, maintenance or replacement. Common Area Maintenance Expenses shall not include (a) principal payments or interest payments on any mortgages, deeds of trust, or other financing encumbrances, (b) leasing commissions payable by Landlord, or (c) deductions for depreciation of the improvements shown on Exhibit A.

SECTION 6.04 CALCULATION OF COMMON AREA MAINTENANCE EXPENSE Tenant's obligations shall be calculated as follows: (a) Landlord shall aggregate together all Common Area Maintenance Expenses to which shall be added an additional administrative fee in an amount equal to fifteen percent (15%) of such expenses, (b) divide the Common Area Maintenance Expenses by a number which is the total square footage of the gross rentable floor area in the Shopping Center (and any expansion thereof), and (c) multiply the quotient arrived at through the calculations described in (b) above by the total square footage of floor area in the Demised Premises. The gross rentable floor area in effect for the whole of any Lease Year or partial Lease Year shall be the average of the gross rentable floor area on the first day of each calendar month in such Lease Year or partial Lease Year. Initially, and subject to reductions as may result following the Effective Date from future expansions of the Shopping Center, Tenant's percentage share shall be Two and Seven hundred fifty-eight percent (2.758%) as calculated by dividing the gross rentable square footage of the Demised Premises (3,160 square feet) by the total gross rentable square feet in the Shopping Center, whether occupied or not, (114,547 square feet) (the "Tenant's Proportionate Share"). Tenant shall pay Landlord, in advance and as Additional Rent, Tenant's Proportionate Share of Landlord's estimate of Common Area Maintenance Expenses, as computed above, in twelve (12) equal monthly installments with the monthly installment of Minimum Rent. Notwithstanding the above, in the event Landlord at any time determines that the amount of Common Area Expenses actually being paid by Landlord exceeds the estimate upon which Tenant's Proportionate Share of Common Area Expenses was computed, Tenant, following a written request, from Landlord, shall commence to pay with the next installment of monthly Minimum Rent due, and as Additional Rent hereunder, an amount sufficient to result in Tenant paying its full Tenant's Proportionate Share. At the

end of each year, there shall, in accordance with Section 6.05 below, be an adjustment if the estimated Tenant's Proportionate Share amount paid by Tenant differs from the Tenant's Proportionate Share actually incurred and paid in that year. Tenant's obligation to pay its Proportionate Share of Common Area Expenses arising during the Term of this Lease shall survive the expiration or, as applicable, earlier termination of this Lease for one (1) year.

SECTION 6.05 YEAR-END VERIFICATIONS OF COMMON AREA MAINTENANCE EXPENSES, CAP.

(a) Following the Commencement Date of the Term, at the end of each Lease Year, Landlord shall give written notice to the Tenant within three hundred sixty (360) days setting forth in reasonable detail by category the Common Area Maintenance Expenses for the Lease Year just ended. If Tenant's Proportionate Share of Common Area Maintenance Expenses for the Lease Year previously ended and subject to the verification exceeds the aggregate monthly payments of Additional Rent for such costs already paid by Tenant for such Lease Year, then Tenant, subject to, if applicable, the cap set forth in Section 6.05(c) hereof, shall pay the difference to Landlord within thirty (30) days of Tenant's receipt of such notice, subject however, to Tenant's right to contest such determination. If the aggregate monthly payments of Additional Rent for Common Area Maintenance Expenses exceed Tenant's Proportionate Share thereof for the subject Lease Year, then Landlord shall promptly, and in all events within thirty (30) days thereafter, submit payment of such overages to Tenant. Landlord agrees that refunds or rebates made to it from contestations made by Landlord or otherwise as to any Common Area Maintenance Expenses, as well as Taxes described under Article VIII hereof, during the course of any Lease Year shall be taken into account in calculating each year-end expenses adjustment so that the tenants and occupants of the Shopping Center, including Tenant, each receive the benefit of an equitable share of such refunds or rebates.

(b) Tenant shall have thirty (30) days following its receipt thereof to dispute the Landlord's calculation of Common Area Maintenance Expenses for each subject Lease Year by submitting written notice to Landlord, which notice shall include the specific allegations of Tenant's dispute. If within thirty (30) days after the submission of the written notice, no settlement is reached, the disputed Common Area Maintenance Expenses items shall be referred to a certified public accounting firm selected by Landlord, and approved by the Tenant, to resolve the disputed items. In the event the determination results in a variance of ten (10%) per cent or less in the Tenant's Proportionate Share of Common Area Maintenance Expenses for the prior year, Tenant shall pay the expenses involved in such determination.

(c) Notwithstanding anything to the contrary in this Lease, including this Article VI, the amount of Common Area Maintenance Expenses payable by Tenant to Landlord hereunder shall not increase in any given subsequent Lease Year by an amount greater than ten percent (10%) over the amount of such expenses paid as Additional Rent hereunder by Tenant to Landlord in the immediately preceding Lease Year. The initial Common Area Maintenance Expense amount payable by Tenant as Additional Rent for its occupancy of the Demised Premises shall be \$658.33 per month, or \$7,900.00 annualized. Thus, by way of example only, the monthly amount of Common Area Maintenance Expense payable by Tenant in the first Lease Year being \$658.33 per month, in the second Lease Year of the Term the maximum monthly amount payable therefore by Tenant shall be \$724.16 per month, and the maximum monthly amount payable in the third Lease Year shall be \$796.58 per month and so forth through the remainder of the Term. It is also understood that the obligation for Additional Rent placed upon Tenant by the provisions of this Article VI and by Article VIII are intended to fairly reimburse Landlord for Tenant's Proportionate Share of such actual Common Area Maintenance Expenses hereunder (including Landlord's contemplated insurance expenses) and actual Real Estate Taxes incurred by Landlord and is not meant to result in a profit to Landlord. Further, to the extent that the water and/or sanitary sewer services provided to the Demised Premises are segregated from and separately metered to the Demised Premises from the Common Areas of the Shopping Center and from those premises of other tenants and occupants within the Shopping Center, Landlord shall not include in the Common Area Maintenance Expenses chargeable to Tenant those expenses as relates to services supplied to other premises within the Shopping Center.

ARTICLE VII REPAIRS AND MAINTENANCE

SECTION 7.01 LANDLORD'S OBLIGATIONS Landlord shall, at its cost and expense but subject to Tenant's obligations under Article VI as pertains to its Proportionate Share of Common Area Maintenance Expenses, keep in good repair, perform all maintenance to, and replace the structural and load-bearing portions of (including all load-bearing walls, columns supports and joists), the roof and roof decking (if applicable), the foundation and floor slabs, and exterior of the Shopping Center, including outside the Demised Premises and about the Common Areas. Notwithstanding the foregoing, Tenant shall, at its own cost and expense, repair, replace and pay for all damage and maintenance to the roof, foundation, and exterior walls caused by any act or omission of Tenant or Tenant's employees, guests, agents, sublessees, invitees, suppliers, contractors, or damage caused by breaking and entering as to the Demised Premises or by uncured default hereunder of Tenant. Tenant shall immediately give Landlord

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written notice of any defect or need for maintenance or repairs which Landlord is obligated to provide pursuant to this paragraph, after which Landlord shall have a reasonable opportunity to repair the same not to exceed forty-five (45) days (or such shorter time as may be reasonably and commercially appropriate for critical circumstances) No notice requirements placed upon Tenant hereby shall release Landlord from its obligations to remain reasonably informed as to the condition of the Shopping Center and to affirmatively take steps to repair, remediate or replace matters on the exterior of the Demised Premises for which Landlord is obligated without prior notice from Tenant Landlord's liability hereunder shall be limited only to the cost of providing such maintenance, or repairs or curing such defects and shall in no event be construed to include any damage, consequential or otherwise that may be sustained by Tenant or any others by reason of such defects or needed maintenance and repairs unless resulting from the grossly negligent or intentional act or omission of Landlord In the event Tenant should, after notice of default given by Landlord and failure to cure within the applicable cure period provided for by this Lease, continue to neglect to reasonably maintain the Demised Premises, or maintain the HVAC equipment, as set forth in Section 7.02 Landlord shall have the right, but not the obligation, to cause repairs to be made and all costs thereof shall be payable by Tenant to Landlord as Additional Rent on the next rental installment date, together with interest at the rate of 0.75% per month until Landlord's cost has been fully reimbursed

SECTION 7.02 TENANTS OBLIGATIONS Tenant shall, at its sole cost and expense but subject to normal wear and tear, casualty loss and condemnation loss, promptly make or cause to be made all necessary repairs to the Demised Premises (except those which are the specific responsibilities of Landlord pursuant to the foregoing paragraph or as elsewhere set forth in this Lease), and shall include, but not be limited to, windows, glass and plate glass, doors, any special store fronts, interior non-structural walls, ceilings, and finish work, floors and floor coverings All such repairs shall be of first quality and shall be constructed and installed to the reasonable satisfaction of Landlord and in compliance with all governmental codes and requirements and in accordance with the provisions of Section 4.05

Subject to Landlord's initial obligations under Section 4.02, Section 4.03 and Exhibit D hereof, Tenant agrees to maintain and repair the HVAC equipment at its own expense during the Term of the Lease, if the same shall require repairs In the event the cost of repairs to the HVAC is equal to or greater than the cost of replacement or if the unit cannot be repaired, Landlord shall be responsible for the cost of replacement of the HVAC unit(s) In such event, Tenant shall immediately notify Landlord of the need for the unit's replacement, and Landlord shall make a determination thereof through Landlord's own reasonable source If Landlord's source shall determine the unit(s) should be replaced, Landlord shall take action to replace such unit(s) as quickly as reasonably possible given then-current weather conditions and contractor availability and shall, in all events, make such replacement within fifteen (15) days after determination of the need for replacement If said unit(s) is(are) not replaced within said fifteen (15) days, Tenant, upon written notice to Landlord, may obtain and install a suitable replacement unit at Landlord's cost and expense

If Tenant refuses or neglects or otherwise fails to make any repairs or replacements required of it hereunder to the reasonable satisfaction of Landlord within the time period for cure for such Tenant omission or failure to act after written demand of Landlord as contemplated by Section 4.01(d), Landlord may then make such reasonable repairs or replacements and Tenant shall promptly pay Landlord's cost thereof plus annual interest at the Default Rate contemplated by Section 2.05 on the unpaid amount after presentation of a statement therefor, until Landlord's cost has been fully reimbursed Subject to Section 9.02, if Tenant occupies space in which there is exterior glass, then Tenant shall be responsible for the damage, breakage or repair of such glass, except to the extent that Landlord or Tenant receives proceeds from Landlord's insurance specifically covering such damages, breakage and repairs Notwithstanding any provision of this Article VII to the contrary, Tenant, at its expense, shall make any and all repairs to the Demised Premises as may be necessitated by any break-in, forcible entry, or other trespass unto or upon the Demised Premises (except by Landlord or those under its control), regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours

ARTICLE VIII REAL ESTATE TAXES

SECTION 8.01 LIABILITY Starting with the Commencement Date and throughout the entire Term of this Lease, Tenant shall pay Landlord, as Additional Rent, Tenant's Proportionate Share of Taxes, as hereinafter defined, for each tax year The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed during the Term of this Lease with respect to the ownership, leasing, management, control or operation of the land and improvements included within the Shopping Center, taxes on this Lease's Rents, or on this lease or subleases for the Demised Premises or on the privilege of leasing or subleasing for the Demised Premises, provided, however, not included in the term Taxes under any circumstances shall be any federal or state income tax, or any franchise, estate, excise tax, sales tax, gift or inheritance taxes, any real estate transfer taxes imposed by reason of sale of the Shopping Center, or any portion(s) thereof, and any penalties and

interest resulting from the late or non-payment of the Taxes. The term "Taxes" also includes all fees, costs and expenses (including reasonable attorneys fees and court costs) paid or incurred by Landlord in seeking or obtaining any refund or reduction of Taxes whether or not successful. If, at any time during the term of this Lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any Taxes levied, assessed or imposed on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the Rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based in whole or in part, upon such Rents for the present or any future building or buildings in the Shopping Center, then all such taxes, assessments, levies or charges, or the part thereof so measured or based for the Demised Premises, shall be deemed to be included within the term "Taxes" for the purposes hereof. Tenant's Proportionate Share of Taxes shall be two and seven hundred fifty-eight percent (2758%) and, subject to reduction due to future expansion of the Shopping Center, Tenant's Proportionate Share of Taxes shall be calculated as follows: (i) Landlord shall aggregate together all Taxes, (ii) then Landlord shall divide that number which is the total square footage of the gross leasable floor area in the Shopping Center (and any expansion thereof), and (iii) multiply the quotient by the total square footage of floor area in the Demised Premises. The gross leasable floor area in effect for the whole of any Lease Year or partial Lease Year shall be the average of the gross leasable floor area on the first day of each calendar month in such Lease Year or partial Lease Year.

SECTION 8 02 METHOD OF PAYMENT Tenant's Proportionate Share of Taxes shall be paid monthly (prorated for the first and last Lease Years of the Term) together with payments of Minimum Rent so that Landlord shall have sufficient funds to pay Taxes when due without advancing same on behalf of Tenant. On or about the Commencement Date, Landlord shall provide Tenant with a statement of the amount which Tenant must reimburse (where applicable) to Landlord for Taxes paid by Landlord in advance respecting Tenant's Proportionate Share of Taxes for the current tax year, or the amount which Tenant shall pay monthly so that by the next tax payment date Tenant will have paid its full share of Taxes for the current tax year, and the amount Tenant shall pay in equal monthly installments following the next tax payment date.

Monthly payments due after the tax payment date following the Commencement Date shall be based on Landlord's good faith estimate of Taxes required to be paid on the second tax payment date following the Commencement Date. Landlord may make adjustments (no more than once per Lease Year) in its estimates as necessary based upon billings from the taxing authority, and any adjustments necessary shall be paid or credited within twenty (20) days of Landlord's statement. The initial Tenant's Proportionate Share of Taxes payable by Tenant as Additional Rent for its occupancy of the Demised Premises shall be \$1,092.83 per month, or \$13,114.00 annualized. Notwithstanding the end of the Term hereof, Tenant and Landlord shall continue for a period of two (2) years after the Expiration Date or, as applicable, earlier termination hereof, to be liable to the other as applicable, for all Tenant's Proportionate Share of Taxes incurred for the period of Tenant's occupancy, and Tenant and Landlord shall promptly remit, and in all events within thirty (30) days, to the other any amount due to the other upon notice of a deficiency or, as applicable, overage in the amount of Taxes theretofore paid by Tenant on its Proportionate Share basis.

ARTICLE IX INSURANCE, INDEMNITY AND LIABILITY

SECTION 9 01 LANDLORD'S OBLIGATIONS Landlord shall obtain and maintain as part of the Common Area Maintenance Expense pursuant to Article VI, during the Term of this Lease, fire and extended coverage insurance, insuring against all reasonable perils and liabilities, for not less than ninety percent (90%) of the replacement value of the Shopping Center, including the Demised Premises and Landlord's Work. Landlord shall also, at its sole cost and expense, carry general public liability as regards the Common Areas in amounts as commercially reasonable or, at a minimum, at levels required by Landlord's lender(s). Such insurance shall be issued by an insurance company licensed to do business in the State of Illinois.

SECTION 9 02 TENANT'S OBLIGATIONS

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain, for the Term of this Lease, as such Term may be extended, insurance policies providing the following coverage: (i) Tenant's fixtures, equipment, furnishings, merchandise, and other contents in the Demised Premises, for the value of said items as Tenant may reasonably determine in its discretion, (ii) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Shopping Center is located on Tenant's improvements within the Demised Premises as Tenant may reasonably determine in its discretion, (iii) plate glass insurance, if available, and (iv) Commercial General Liability and Workers' Compensation insurance insuring Landlord and its property manager, if applicable, of the Shopping Center as additional insureds, which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined aggregate limit for bodily injury and property damage. The minimum limits hereinabove set forth may, at Landlord's option, be increased by not more than ten percent (10%), such increase to occur not more often than once during

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each two (2) consecutive Lease Years during the Term hereof. Tenant shall deliver to Landlord certificates of insurance evidencing the insurance to be carried by Tenant hereunder prior to the Commencement Date, upon all renewals thereof and within thirty (30) days following the expiration of such coverage.

(b) The policies described in this Section 9.02 shall (i) be written by responsible insurance companies authorized to do business in the State of Illinois and acceptable to Tenant and reasonably acceptable to Landlord provided that Tenant may elect to carry the insurance described under one or more insurance policies and/or pursuant to a "blanket" policy of insurance covering other locations of Tenant and/or its related entities, (ii) subject to deductible amounts and self-insured retention amounts that are reasonable under the circumstances for an entity in the industry of Tenant and its direct or indirect parent company, Renal Care Group, Inc. ("Parent"), which entity is of comparable size and creditworthiness of Parent so long as Tenant agrees to pay all such deductible or self-insured retention amounts in the event of any claim under such insurance, (iii) contain, to the extent and at a cost reasonably available to Tenant, an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's agents and employees (iv) contain a provision that it shall not be cancelled and that it shall continue in full force and effect unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination, (v) shall contain a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord and that any coverage carried by Landlord (except those casualty and property damage policies carried by Landlord on the Shopping Center, generally, including the Common Areas) shall be excess insurance, (vi) subject to the other provisions of this Lease, shall contain a provision (to the extent available) that no act or omission of Landlord shall effect or limit the obligation of the insurer to pay the amount of any loss sustained, and (vii) not be materially changed as respects the Demised Premises without prior notice to Landlord.

(c) Tenant shall not knowingly permit to be done any act which will invalidate or be in conflict with the fire insurance policies covering the Shopping Center or any other insurance referred to in this Lease. Tenant will promptly comply with all future reasonable rules and regulations, if any, relating to such policies, provided such do not interfere with the Permitted Use. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be at the cost and expenses of Tenant, provided, however, Landlord represents and warrants to Tenant that Tenant's intended use of the Demised Premises, generally, for the Permitted Use(s) shall not (i) invalidate or conflict with Landlord's insurance policies, (ii) conflict with any future rules and regulations relating to such policies (there being, as of the Effective Date, no such rules and regulations in existence), and (iii) shall not increase the cost and expense of such insurance or policies.

(d) In the event that Tenant fails to procure, maintain and/or pay for, at the times and for the durations specified in this Section 9.02, any insurance required by this Section, or fails to carry insurance required by law or governmental regulation, as regards its business operations within the Demised Premises. Landlord may (but without obligation to do so) at any time or from time to time, after Tenant's failure to cure upon fifteen (15) days prior written notice, procure such insurance and pay the reasonable premiums therefor, in which event Tenant shall repay the Landlord all sums so paid by Landlord together with interest thereon as provided elsewhere herein and any reasonable costs or expenses incurred by Landlord in connection therewith, within twenty (20) days following Landlord's written demand to Tenant for such payment.

SECTION 9.03 COVENANTS TO HOLD HARMLESS

(a) Landlord and Tenant each hereby releases the other, and their respective officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property covered by, or which loss or damage is required pursuant to this Lease to be insured by, valid and collectible fire insurance with standard and extended coverage endorsement, to the extent of the proceeds collected or collectible under such insurance policies or which would have been collectible under such insurance policies if maintained as required hereunder, even if such fire or other casualties shall have been caused by the fault or negligence of the other party, or any one for whom such party may be responsible.

(b) Tenant agrees to hold harmless and indemnify Landlord, Landlord's beneficiary, and their respective agents, beneficiaries, partners, officers, servants and employees against claims and liabilities, including reasonable attorneys' fees, (i) for and against injuries to all persons and damage to, or theft or misappropriation or loss of property occurring in the Demised Premises, arising from Tenant's occupancy of the Demised Premises or the conduct of its business or from activity, work, or anything done, permitted or suffered by Tenant in or about the Demised Premises, or (ii) from any uncured breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or (iii) due to any the gross negligent act or omission of Tenant, its agents, employees, guests or invitees in or about the Demised Premises. In case of any action or proceeding brought against Landlord, Landlord's beneficiary, any mortgagee, master/lessor or any of

their respective agents, beneficiaries, partners, officers, servants or employees by reason of any such claims for which Tenant is obligated hereunder, upon notice from Landlord, Tenant covenants to defend such action or proceeding at Tenant's expense with counsel reasonably satisfactory to Landlord.

(c) Landlord agrees to hold harmless and indemnify Tenant, Tenant's successors or assignees, any and all subtenants, and their respective agents, beneficiaries, partners, officers, servants and employees against claims and liabilities (i) for and against injuries to all persons and damage to, or theft or misappropriation or loss of property occurring outside the Demised Premises, arising from Landlord's actions with respect to areas of the Shopping Center outside the Demised Premises, or (ii) from the conduct of its business or from activity, work, or anything done, permitted or suffered by Landlord outside the Demised Premises (iii) from any uncured breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or (iv) due to the gross negligence of Landlord or its agents. In case of any action or proceeding brought against Tenant, Tenant's assignees or successors, any and all subtenant(s), or any of their respective agents, beneficiaries, partners, officers, servants or employees by reason of any such claims, upon notice from Tenant, Landlord covenants to defend such action or proceeding at Landlord's expense.

SECTION 9.04 LIABILITY OF LANDLORD TO TENANT Except with respect to any damages resulting from the gross negligence of Landlord or otherwise being the obligation of Landlord under this Lease, Tenant but only to the extent permitted by applicable law, releases Landlord and Landlord's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, its agents, employees, representatives resulting directly or indirectly from damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, any gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, falling plaster, broken glass, sprinkling, heating, ventilating or air conditioning systems, devices or equipment, or flooding, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature. All personal property belonging to the Tenant or any occupant of the Demised Premises, or their respective agents, employees, representatives, that is in the Demised Premises or Shopping Center shall be there at the risk of Tenant or such other person only, and Landlord and Landlord's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees shall not be liable for damage thereto or theft or misappropriation thereof, unless caused by the gross negligence or willful misconduct of Landlord or its representatives, agents or employees, or those under Landlord's control.

ARTICLE X DESTRUCTION OF DEMISED PREMISES

SECTION 10.01 RECONSTRUCTION, LEASE CONTINUANCE AND RENT ABATEMENT If all or a substantial portion of the Demised Premises shall be damaged by fire or other casualty, this Lease shall not be terminated or otherwise affected, except that, if (i) any such fire or other casualty occurs at any time following the first day of the ninety-seventh (97th) month of the Term of this Lease and the cost of repairs to the Demised Premises exceeds Ten Thousand Dollars (\$10,000.00) as estimated by Landlord within thirty (30) days of the casualty event, or (ii) the 1156-A Lease is terminated by its terms as a result of a fire or other casualty event, then in either of the foregoing circumstances contemplated by subparts (i) or (ii) herein, then, in such event, either Landlord or Tenant may terminate this Lease upon written notice to other within sixty (60) days following the casualty event, or (iii) if the Demised Premises and/or the building in which the Demised Premises are located and/or another building or other building in the Shopping Center are damaged or destroyed

(a) by fire or other casualty insured under Landlord's insurance policies in effect on the date of the fire or other casualty, so that thirty-three percent (33%) or more of the floor space contained in the Demised Premises, and fifty percent (50%) or more of the floor space designed for occupancy by other tenants in the building in which the Demised Premises are located or fifty percent (50%) or more of the floor space designed for occupancy by tenants in all the buildings in the Shopping Center is untenable, or

(b) more than thirty-three percent (33%) of the Common Areas are damaged by fire or other casualty, or

(c) by any casualty other than those covered by Landlord's insurance policies in effect on the date of such casualty, then, in any such event, Landlord, at its option, may terminate this Lease upon thirty (30) days notice to Tenant given within ninety (90) days after the fire or other casualty.

Upon the giving of any such notice of termination under subparts (i), (ii) or (iii) hereof by Landlord or, if and as applicable, Tenant, the Term of this Lease shall terminate by limitation upon the giving of said notice as fully and effectively as if the date said notice is given had been the date in this Lease specifically provided for the termination of the Term of this Lease, and upon such termination,

neither party shall have any further rights or obligations to the other, either than as specifically set forth in this Lease. If this Lease is not terminated by either party under subparts (i) or (ii), or if Landlord does not terminate this Lease under subpart (iii)(a), (iii)(b) or (iii)(c) above, then Landlord shall, at its sole cost and expense, promptly and with due diligence repair and/or rebuild the Demised Premises and/or the damaged or destroyed building or buildings, as the case may be, the Term of this Lease shall continue without interruption, and this Lease shall remain in full force and effect. In the event this Lease is not terminated as provided for above but Landlord thereafter fails or is otherwise unable for any reason(s) to fully repair or rebuild the damaged areas, including the Demised Premises and, as applicable, Common Areas, within one hundred twenty (120) days following the date of such casualty event, then, in such event, and notwithstanding anything to the contrary set forth in this Lease, Tenant may terminate this Lease upon written notice to Landlord. If the casualty occurs during the first sixty (60) months of the Term and this Lease is not terminated as contemplated hereby, Tenant shall, using the proceeds from the insurance provided for in Section 9.02, repair, restore, replace or rebuild that portion of the Demised Premises constituting Tenant's Work, as defined herein, together with any additional improvements installed by Tenant, such that the Demised Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. Following the sixtieth (60th) month of the Term of this Lease, Tenant shall have no obligation to rebuild or repair the Demised Premises upon the occurrence of a casualty event, provided, however, this Lease shall remain in effect, unless otherwise terminated pursuant to this or other provisions of this Lease. All proceeds of Tenant's insurance carried as to its alterations, improvements, fixtures, equipment, etc., shall remain the property of and be payable solely to Tenant. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder, Tenant shall pay the entire excess cost, to the extent Tenant is obligated to reconstruct such improvements, fixtures or otherwise. The Minimum Rent, Tenant's Proportionate Share of Common Area Maintenance Expenses, and Tenant's Proportionate Share of Taxes and other Additional Rent amounts or contributions which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed shall be equitably abated. Equitable abatement shall terminate upon the earlier of (i) the date upon which Tenant re-commences to use substantially all of the Demised Premises for business with the public, or (ii) the date upon which Landlord substantially completes its repair or rebuilding work plus the expiration of a period equal in duration to one hundred twenty (120) days thereafter. However, in no event shall Minimum Rent abate, in whole or in part, if such fire or casualty was caused by the act or neglect of Tenant, its employees or agents.

ARTICLE XI CONDEMNATION

SECTION 11.01 EMINENT DOMAIN If fifteen percent (15%) or more of the floor area of the Demised Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than ninety (90) days after the date on which such title shall vest in the authority, provided, that if Landlord elects, by giving Tenant written notice thereof within thirty (30) days following the condemnation date, to make reasonably comparable space in the Shopping Center available to Tenant under the same terms as herein provided and so long as Tenant received insurance or other compensation to improve such new space, Tenant shall accept such space and this Lease shall then apply to such space. Appropriate adjustments will be made to reflect any difference between the rentable area of the replacement space and the rentable area of the Demised Premises. In the event this Lease is not terminated by either party as contemplated hereby Landlord shall promptly, at its sole cost and expense except as for improvements or modifications to the Demised Premises as constituting Tenant Work, and within one hundred twenty (120) days of the date of conveyance in condemnation or taking repair or reconstruct the Shopping Center to a condition substantially similar to the original Shopping Center taking into consideration the areas affected by such event of condemnation or taking. If Landlord is unable for any reason(s) to fully repair or rebuild the damaged areas, including the Demised Premises and, as applicable, Common Areas, within said one hundred twenty (120) days, then, in such event, and notwithstanding anything to the contrary set forth in this Lease, Tenant may terminate this Lease upon written notice to Landlord. In all events hereunder, if the parking facilities are reduced below the minimum parking requirements imposed by the applicable authorities or this Lease, Landlord or Tenant may elect to terminate this Lease by giving the other notice within one hundred twenty (120) days after such taking. In case of any taking or condemnation whether or not the Term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, provided, however, so long as such does not diminish the award payable to Landlord for its interests in the Demised Premises, Tenant shall be entitled to receive the award, if any, attributable to the then unamortized value of the permanent and affixed Tenant improvements and alterations made by it to the Demised Premises prior to and during the Term of this Lease. Further, nothing contained herein shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses and the value of furnishings, equipment and trade fixtures installed in the Demised Premises at Tenant's expense and which Tenant is entitled pursuant to this Lease to remove at the expiration or earlier termination of the term, the value of the unexpired Term, and loss of business, including profits.

SECTION 11.02 RENT APPROPRIATION Tenant's obligation to pay Minimum Rent and Tenant's obligations as to Additional Rents shall be apportioned or ended, as the case may be, as of the date of vesting of title or termination of this Lease as a result of such condemnation. Any purchase of all

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or a portion of the Shopping Center in lieu of a taking or condemnation under powers of eminent domain shall be deemed a taking or condemnation thereof

ARTICLE XII ASSIGNMENT, SUBLETTING AND ENCUMBERING LEASE

SECTION 12 01 ASSIGNMENT, SUBLETTING Tenant shall not, without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed: (i) assign or otherwise transfer, mortgage, pledge or encumber or otherwise hypothecate this Lease or any of its rights hereunder or offer or advertise to do so, (ii) sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Notwithstanding the foregoing, Landlord agrees that a transfer or assignment of this Lease in conjunction with a transfer of all or substantially all of the assets of Tenant, or of the membership interests of Tenant, or of Guarantor, or of the parent company of Tenant shall not be deemed to be a transfer in violation of this paragraph or any other provision of this Lease and shall not require Landlord's prior approval (but shall be given prior written notice) so long as the surviving or purchasing entity has a net worth at the date of the proposed assignment of at least Ten Million Dollars (\$10,000,000.00). In the event of an assignment, transfer, or sublease, unless otherwise specifically agreed by Landlord, Tenant shall not be relieved of its obligations or liabilities hereunder for the balance of the remaining Term of this Lease then in existence, provided, however, Tenant's continuing obligations shall, as to any non-affiliate of Tenant, survive for only the remaining Term then in effect, excluding any as of yet unexercised renewal terms. Further, provided Tenant is not in default hereunder and Landlord is provided prior written notice, Landlord expressly consents to Tenant's assignment or subletting of the Demised Premises or any part thereof to any parent, subsidiary or affiliate of Tenant, provided Tenant or the parent entity of Tenant retains majority control of such entity, and such assignment or subletting shall not relieve or release Tenant from any obligations of Tenant under this Lease. Tenant may also sublease or license any portion(s) of the Demised Premises to medical practitioners, third-party physicians, practice groups or professional corporations without the consent of Landlord, provided Tenant remains obligated hereunder. Any attempted or purported transfer, assignment, mortgaging, pledging, encumbering or otherwise hypothecating of this Lease or any of Tenant's interest hereunder, and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Demised Premises, in violation of this Article XII shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee, or occupant.

SECTION 12 02 TENANT COVENANTS Tenant specifically acknowledges that no sublease or assignment whether approved by Landlord or not, shall, (i) in any way change or otherwise affect the Permitted Use as set forth in Section 5 01 hereof unless addressed in such written consent, or (ii) violate any exclusive use or other restrictive covenant granted by Landlord of which Tenant has notice. As of the Effective Date of this Lease, Landlord represents and warrants it has granted only the following exclusive uses within the Shopping Center: (a) retail sale of "Italian-style" food to Riccardo's, (b) full service retail hair salon to Late Night Hair, (c) dental office and associate dental lab facility to Dr. Vinay Patel, (d) travel agency and retail specialty coffee and similar beverages to Café Caribe, (e) full service Indian (or southwest Asian) store to sell Indian groceries, Indian movies and CD's or such other items generally sold in an Indian Retail Store to Indian Grocery Store, (f) sale of flowers to Old Schaumburg Florist, (g) dry cleaning and professional shirt laundry to Valet Express, (h) children's dance studio and training to Dorothy Dance, (i) exercise facility to Women's Workout World, (j) personnel and staffing agency to Express Personnel, (k) take-out and delivery of pizza to Papa Saverio's, and (l) retail dollar and/or convenience store to Dollar Mart. Landlord will provide written notice to Tenant of future exclusives which Landlord may grant as to premises in the Shopping Center.

SECTION 12 03 CONSENT PROCESS In the event Tenant desires to sublet the Demised Premises, or any portion thereof, or assign this Lease, and such transfer, subletting or assignment requires Landlord's consent, Tenant shall give written notice thereof to Landlord at least sixty (60) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Landlord shall notify Tenant in writing of its decision to approve or disapprove of the proposed subletting or assignment within sixty (60) days after Landlord's actual receipt of Tenant's written notice. Notwithstanding any assignment or subletting in which consent is given, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease subject to the qualifications set forth in Section 12 01 above. Upon a Default (as hereinafter defined), if the Demised Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all such Rents due and becoming due to Tenant under such assignment or sublease and apply such Rent against any sums due to Landlord from Tenant hereunder and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. No assignment, or pledge shall become effective until said assignee or pledgee has agreed in writing, on a form reasonably

approved by Landlord, to be bound by this Lease for matters first accruing hereunder thereafter just as if said assignee or pledgee were the original tenant

SECTION 12 04 DSI REIMBURSEMENT Any costs and expenses, including attorneys fees (which shall include the cost of any time expended by any in house counsel of Landlord) incurred by Landlord in connection with any proposed or purported assignment, encumbrance, transfer or sublease requiring Landlord's consent shall be borne by Tenant and shall be payable to Landlord within twenty (20) days on demand as Additional Rent, provided such costs and expenses reimbursable by Tenant shall not exceed Five Thousand Dollars (\$5,000.00)

ARTICLE XIII SUBORDINATION AND FINANCING

SECTION 13 01 SUBORDINATION This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage, mortgages, deeds of trust or ground leases now or hereafter placed upon the interest of the Landlord in the Shopping Center and/or the Demised Premises. This subordination shall likewise apply to each and every advance made or hereafter to be made under such mortgages, to all renewals, modifications, replacement and extensions of such leases and such mortgages, and to spreads and consolidations of such mortgages. The subordination provisions of this Section 13 01 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant agrees to execute and deliver such instruments as may be reasonably requested by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgages or deeds of trust, within twenty (20) days after written request therefor by Landlord. Notwithstanding the foregoing, in consideration for Tenant's subordination, Landlord shall obtain the agreement (in a form reasonably acceptable to Tenant and addressing such other matters as Tenant and Landlord's lender, ground lessor or superior interest holder may deem appropriate) of each existing and future holder of any and all mortgages, deeds of trust, mortgages or security instruments, ground leases or superior interest in, to or on the Shopping Center and for the benefit of Tenant consenting to this Lease, and its terms and conditions, and agreeing that it will not disturb the possession of Tenant in the Demised Premises following the foreclosure, taking of deed in lieu, termination (as may be the case) of such mortgage, deed of trust ground lease, or other proceedings or actions to enforce such mortgage, deed of trust or ground lease, or casualty event if this Lease is not terminated so long as Tenant is not in default hereunder beyond the expiration of applicable cure periods.

SECTION 13 02 ATTORNEYMENT If and so long as this Lease is in full force and effect, then at the option of the mortgagee but subject to pre-existing non-disturbance agreements between such mortgagee and Tenant: (i) this Lease shall, subject to Tenant's rights and remedies under this Lease, remain in full force notwithstanding (a) a default under the mortgage by Landlord, (b) failure of Landlord to comply with this Lease, (c) a defense to which Tenant might be entitled against Landlord under this Lease, or (d) any bankruptcy or similar proceedings with respect to Landlord; (ii) if any such mortgagee shall become possessed of the Demised Premises, Tenant shall, subject to Tenant's rights and remedies under this Lease, be obligated to such mortgagee to pay to it the Rents and other charges due hereunder and to thereafter comply with all the terms of this Lease, and (iii) if any mortgagee or purchaser at a private or public sale shall become possessed of the Shopping Center, including the Demised Premises, Tenant shall, without charge, subject to Tenant's rights and remedies under this Lease, attorn to such mortgagee or purchaser as its landlord under the Lease.

ARTICLE XIV DEFAULTS

SECTION 14 01 ELEMENTS OF DEFAULT If any one or more of the following events occur, said event or events shall hereby be a "Default" hereunder:

(a) if Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition in any state court in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property,

(b) if any petition shall be filed under state law against Tenant, or any guarantor of Tenant's obligations hereunder, in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within forty-five (45) days after written notice from Landlord that such petition is filed,

(c) if a receiver or trustee shall be appointed under state law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within forty five (45) days after written notice from Landlord that such appointment has been made.

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(d) if Tenant refuses to take possession of the Demised Premises at the delivery of Possession Date, and fails to cure such within thirty (30) days thereafter, provided Landlord has first properly and substantially completed Landlord's Work in accordance with the terms of this Lease

(e) [INTENTIONALLY DELETED].

(f) if Tenant fails to pay Minimum Rent, its share of Additional Rent, including the Common Area Maintenance Expenses, Taxes, or any other charges required to be paid by Tenant, within five (5) days of when same shall become due and payable and fails to cure such default upon ten (10) days written notice from Landlord.

(g) if Tenant shall fail to perform or observe any terms and conditions of this Lease other than those matters identified in subsections (a), (b), (c), (d), (f), (h), (i), (j), (k) and (l) of this Section 14 01, and such failure shall continue for twenty (20) days after Tenant's receipt of written notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary in Landlord's opinion to cure such Default but in no event more than sixty (60) days - if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure).

(h) if Tenant shall be given a total of five (5) notices of Default during the initial Term of this Lease or, as applicable, each renewal option Term under Section 14 01(f) or (g), notwithstanding any subsequent cure of the Default identified in such notices,

(i) if any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Demised Premises and such is not dismissed or vacated within forty-five (45) days of written notice from Landlord to Tenant that such process has been instituted,

(j) if Tenant does, or permits to be done, any act which causes a mechanics' lien claim to be filed against the Demised Premises or the Shopping Center and Tenant does not comply with the provisions of Section 4 06,

(k) if Tenant fails to cure immediately any hazardous condition that Tenant has first created or caused within the Demised Premises in violation of law or in breach of this Lease by Tenant or thus controlled by Tenant, or

(l) if Tenant defaults under any other lease of space in the Shopping Center, including the 1156-A Lease, and fails to use such default(s) within the curative time period(s) prescribed thereby

SECTION 14 02 LANDLORD'S REMEDIES Should a Default occur under this Lease, and Tenant thereafter fails to cure same during the provided grace and cure period Landlord may pursue any or all of the following

(i) Landlord may terminate this Lease, by giving written notice of such termination as provided in the appropriate subsection of Section 14 01 above, whichever is applicable, to Tenant, whereupon this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the Demised Premises. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later

(ii) Upon termination of this Lease pursuant to Section 14 02(i), Landlord may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including re-entry and possession, as may be applicable

(iii) Should this Lease be terminated before the expiration of the Term of this Lease by reason of Tenant's uncured Default as hereinabove provided, or if Tenant shall intentionally and legally abandon the Demised Premises before the expiration or termination of the Term of this Lease without having paid, or having the interest of paying the full rental for the remainder of such Term as such accrues, Landlord shall have the option to relet the Demised Premises for such rent and upon such terms as are not unreasonable under the circumstances and if the full rental reserved under this Lease (and any of the costs, expenses or damages indicated below) shall not be realized by Landlord Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, reasonable attorneys' fees, brokerage fees and expenses of placing the Demised Premises in commercially reasonable rentable condition. Landlord, in putting the Demised Premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs or replacements in the Demised Premises, and the making of such alterations, repairs, or replacements shall not operate or be construed to release

Tenant from liability hereunder as aforesaid. While Landlord agrees to use good faith efforts to mitigate its damages upon an uncured default by Tenant, Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, or in the event that the Demised Premises are relet for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable to Tenant to Landlord hereunder.

(iv) Any damage or loss of Rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term).

(v) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of requesting an injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the uncured Default by Tenant of any of the covenants and conditions of this Lease or otherwise.

SECTION 14.03. EVENTS OF DEFAULT BY LANDLORD, TENANT'S REMEDIES. Except where a shorter period of time may be provided for elsewhere in this Lease, if Landlord shall violate or fail to perform any material term, condition, covenant or agreement to be performed or observed by Landlord under this Lease, and such failure shall continue for a period of thirty (30) days after written notice thereof (plus such additional time as is reasonably necessary in the event such default is incapable of being cured in thirty (30) days so long as Landlord is continuously and diligently pursuing the remedy of such default), then, in addition to all other rights and remedies available to it at law and in equity, Tenant shall have the right, at its sole option, to cure such Landlord defaults. Should Tenant elect to cure Landlord's defaults, then Tenant may perform such act or acts required of Landlord hereunder in a manner as Tenant deems reasonable and commercially necessary and, in such event, within twenty (20) days of written demand by Tenant for reimbursement of the reasonable costs, expenses and fees expended by it in curing same. Landlord's obligations under this Section 14.03 shall survive a termination or expiration hereof for a period of one (1) year. In the event of default by Landlord, Tenant agrees that it shall use reasonable efforts to mitigate its damages.

SECTION 14.04. ADDITIONAL REMEDIES AND WAIVERS. The rights and remedies of both parties set forth herein shall be in addition to any other rights and remedies now or hereinafter provided by law, and all such rights and remedies shall be cumulative, provided, however, only actual damages and not any exemplary special, consequential damages shall be recoverable upon an event of uncured default by either party. No action or inaction by either party shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the party agreement whom such waiver is sought to be enforced.

SECTION 14.05. CURE OF TENANT DEFAULT. If Tenant shall be in Default hereunder after expiration of the applicable cure period(s) prescribed by Section 14.01, Landlord shall have the option, upon ten (10) days further written notice to Tenant, to cure said Default for the account of and at the expense of the Tenant. No such notice shall be required for emergency repairs. Tenant agrees to pay Landlord interest, at a rate equal to the Default Rate, and for all sums due and owing to Landlord no more than five (5) days after the date such sums are due.

SECTION 14.06. INTENTIONALLY OMITTED.

ARTICLE XV. RIGHT OF ACCESS

Landlord may in the accompaniment of a designated representative of Tenant, upon reasonable prior notice to Tenant of not less than twenty four (24) hours except in emergency instances and during Tenant's business hours, enter upon the Demised Premises for the purpose of inspecting, making repairs, replacements, or alterations, and showing the Demised Premises to prospective purchasers, lenders or, during the last six (6) months of the Term, lessees. During the last six (6) months of the Term, Landlord shall also have the right to display one or more "For Rent" signs on or about the Demised Premises.

ARTICLE XVI. DELAYS

Neither Landlord nor Tenant shall be deemed to be in default with respect to any obligations to perform any of the terms, covenants and conditions of this Lease, if Landlord's or Tenant's failure to

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perform any such obligation is due in whole or in part in any strike, lockout, labor dispute (whether legal or illegal and whether such dispute is with Landlord or Tenant or some other person or entity) labor shortage, civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, freight embargo, contractor or supplier delays, fuel, water, material, tool or supply shortages or the inability to obtain such commodities on reasonable terms, lack of or delays in transportation, accidents, casualties, severe weather, acts of God, acts of other tenants or occupants of the Shopping Center or any other cause beyond the reasonable control of Landlord or Tenant. In such event, the time for performance by Landlord or Tenant shall be extended by an amount of time equal to the period of the delay so caused. Notwithstanding the foregoing, in no event shall this Article XVI apply in any way to any monetary obligations of Tenant under this Lease except as otherwise contemplated by this Lease.

ARTICLE XVII END OF TERM

SECTION 17.01 RETURN OF DEMISED PREMISES Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Demised Premises, to Landlord in good order, broom clean, normal wear and tear and acts of God and casualty or, as applicable condemnation or eminent domain excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all trade equipment, trade fixtures and personal property of Tenant, and repair damage caused by such removal. Tenant shall execute and acknowledge a quit-claim deed of Tenant's interest in the Demised Premises, in recordable form, in favor of the Landlord twenty (20) days after written notice and demand therefor by Landlord.

SECTION 17.02 HOLDING OVER If Tenant shall hold possession of the Demised Premises after the expiration or termination of this Lease: (a) Tenant shall be deemed a tenant at will on a month-to-month basis, (b) Tenant shall pay, in addition to routine monthly Additional Rent sums (without further mark up), monthly Minimum Rent therefore at a rate equal to one hundred twenty-five percent (125%) of the monthly Minimum Rent last prevailing hereunder, but, if such holdover shall continue for more than ninety (90) days after Landlord's written notice to Tenant, Tenant shall, commencing as of the ninety-first (91st) day, pay monthly Rent at a rate equal to one hundred fifty percent (150%) of the monthly Minimum Rent last prevailing hereunder, (c) there shall be no renewal or extension of this Lease by operation of law or otherwise except by written agreement of Landlord and Tenant to have extended the Term or to create a new lease between them, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord. The provisions of this Section 17.02 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law, provided, however, in the case of any such holdover by Tenant, Landlord's remedies shall be limited to amounts set forth in this Section 17.02 for such occupancy and to Landlord's rights to terminate Tenant's continued occupancy of the Demised Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of Rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE XVIII COVENANT OF QUIET ENJOYMENT

Landlord covenants that if and so long as Tenant pays the Rent and all other charges provided for herein, and performs all of its obligations provided for herein, Tenant shall at all times during the Term hereof peaceably, have, hold and enjoy the Demised Premises, without any interruption or disturbance from Landlord, or any one claiming through or under Landlord, subject to the terms hereof.

ARTICLE XIX RIGHTS RESERVED TO LANDLORD

Subject to the other provisions of this Lease, including Landlord's covenants, representations and obligations and warranties, Landlord shall have the following rights exercisable without, except as noted, prior notice and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoffs or abatement of Rent:

- (a) To establish or change the name, designation or street address of the Shopping Center
- (b) To install and maintain signs in or on any part of the Shopping Center outside of the Demised Premises,
- (c) To enter the Demised Premises in an emergency, using such force as is reasonably necessary if Landlord is unable to contact Tenant per the emergency contact information for Tenant on file with Landlord.

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(d) To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for re occupancy at any time after Tenant is in uncured default in its obligations under this Lease after as applicable, notice and Tenant's failure to cure, or is removed from the Demised Premises upon an uncured Default.

(e) Provided that reasonable access to the Demised Premises shall be maintained during Demised Premises hours and the business of Tenant conducted on the Demised Premises shall not be interfered with unreasonably, to make inspections, repairs, decorations, alterations, additions or improvements in or to the Common Areas of the Shopping Center including installations, repairs, replacements, additions or alterations within the Demised Premises required of Landlord, and to make repairs, additions or alterations in the Shopping Center which may change Common Areas or the method of ingress to or egress from the Demised Premises or the Shopping Center, convert common areas into leaseable areas or change the use thereof, and to perform any acts related to the safety, protection, preservation, renting, sale or improvement of the Shopping Center or any part of the Shopping Center and for any of the foregoing purposes may upon notice to Tenant and at times reasonably acceptable to Tenant, enter the Demised Premises with such material as Landlord may deem necessary, erect scaffolding and all other necessary structures adjacent to the Demised Premises, and close or temporarily suspend operations of one or more (but not all) entrances, doors, corridors, elevators, escalators or other facilities comprising the Common Areas of the Shopping Center.

(f) To approve the weight, size and location of safes, computers and other heavy articles in and about the Demised Premises and to require all such items and other furniture and equipment to be moved in and out of the Demised Premises and Shopping Center only at such times as will not unreasonably deny or obstruct the rights, or use of, or access to, any part of the Shopping Center by other tenants and their employees and customers, or threaten their safety, and in all events, at the Tenant's sole risk and responsibility.

(g) To do or permit to be done any work on or about the exterior of the Shopping Center or any adjacent or nearby building, land, street or alley.

(h) Subject to the provisions of Section 17.02, to grant to any person or entity the exclusive right to conduct any business or render any service in the Shopping Center, provided such exclusive right shall not operate to exclude Tenant from the use(s) expressly permitted by this Lease, and

(i) To lease any portion of the Shopping Center to any person or entity for any use or purpose as Landlord, in its sole discretion, may determine.

ARTICLE XX MISCELLANEOUS

(a) This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties, or representations, oral or written, between them or other than as herein set forth.

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing, and such written notice shall be effective upon the earlier of (i) receipt, (ii) two (2) days following sending by nationally recognized overnight courier (e.g., UPS, FedEx, Airborne Express) (iii) or date which is three (3) days after the date on which such notice is deposited in the U.S. mails by registered or certified mail, return receipt requested, first class, postage prepaid, addressed:

(1) If to Landlord, TORG MANAGEMENT, INC., 5231 N Harlem Avenue, Chicago, Illinois 60656, attention ROBERT F. DI SILVESTRO, or to such other person and address as Landlord shall designate by giving notice thereof to Tenant.

(2) If to Tenant, to the Demised Premises address with a duplicate original to RENAL CARE GROUP, INC., 2525 West End Avenue, Suite 600, Nashville, Tennessee 37203, or as tenant shall designate by giving notice thereof to Landlord.

(c) It is the intent of the parties hereto that all questions with respect to the construction of the Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Illinois.

(d) This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(e) There shall be no personal liability on Landlord, Landlord's beneficiaries or any successor in interest with respect to any provisions of this Lease. Tenant shall look solely to the interest in the Shopping Center of the then owner of the Shopping Center and the Demised Premises for the

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satisfaction of any remedies of the Tenant in the event of an uncured breach by Landlord of any of its obligations hereunder

(f) Each party warrants and represents unto the other that there was no broker or agent instrumental in consummating this Lease other than MOHR PARTNERS, INC. on behalf of Tenant, and FORGO MANAGEMENT, INC., on behalf of Landlord. Each party agrees to indemnify and hold the other harmless against any claims for brokerage or other commissions arising by reason of a breach by the other of this representation and warranty, provided, however, the Landlord shall be solely responsible for the payment of all commissions pursuant to this Lease and/or any separate brokerage agreement as pertaining to this Lease involving the aforementioned Brokers.

(g) Landlord hereunder shall have the right to freely assign this Lease upon notice to but without the consent of Tenant.

(h) The terms of this Lease shall not be interpreted to, and do not, mean that Landlord and Tenant are partners or joint venturers.

(i) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

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

(k) No failure by either party to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by the other, and no failure by either party to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

(l) The parties hereby agree that a memorandum hereof may be recorded with the Cook County, Illinois Recorder of Deeds at the cost and expense of the Tenant, and Landlord agrees to execute such memorandum in a form reasonably and mutually acceptable to the parties' and their counsel.

(m) Landlord may from time to time elect to designate a lock box collection agent (independent agent, bank or other financial institution) to act as Landlord's agent for the collection of amounts due Landlord. In such event, the date of payment of Rent or other sums paid Landlord through such agent shall be the date of agent's receipt of such payment (or the date of collection of any such sum if payment is made in the form of a negotiable instrument thereafter dishonored upon presentment), however, for purposes of this Lease, no such payment or collection shall be deemed "accepted" by Landlord if Tenant is in uncured default hereunder and Landlord issues a check payable to the order of the Tenant in the amount sent to the lock box and if Landlord mails the check to the Tenant addressed to the place designated in this lease for notice to Tenant within twenty-one (21) days after the amount sent by the Tenant is received by the lock box collection agent or if the Landlord returns a dishonored instrument within twenty-one (21) days of its dishonor. Return of any such sum to Tenant by so sending such a check of the Landlord or by so sending a dishonored instrument to the Tenant shall be deemed to be rejection of Tenant's tender of such payment for all purposes.

(n) After the Effective Date hereof and at all times prior to Expiration date hereof, subject to earlier termination or expiration thereof and provided Tenant is not then in uncured default beyond the cure period(s) applicable thereto, Tenant shall have a right of first offer to lease space within the Shopping Center contiguous to and in proximity to the Demised Premises and designated as the "Refusal Space" as outlined by single cross-hatching on Exhibit A-2 attached hereto and incorporated herein by reference. At such time as any portion of the Refusal Space hereafter is or becomes available for lease to anyone other than the then existing tenant, prior to putting such space on the market available for third-party leasing during the Term hereof, Landlord shall first notify Tenant in writing of Landlord's willingness to make the Refusal Space available to Tenant (an "Offer"). Tenant shall have twenty-five (25) days from its receipt of such notice of the Offer to, at its option without any obligation, exercise its right and option to lease the entire Refusal Space as described in the Offer. If the Offer is submitted to Tenant and accepted by Tenant, then the subject Refusal Space as leased by Tenant shall be made available to Tenant upon the same terms and conditions, excluding Minimum Rent (which shall be computed upon a per gross rentable square footage basis for such space of then current "Market Rate" as defined below), embodied in this Lease, provided the lease of the Refusal Space to Tenant shall end on the same date that this Lease ends with respect to the original Demised Premises, subject to applicable

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rights of renewal granted Tenant and which shall also apply to the Refusal Space. If and to the extent required, Tenant does agree to and shall construct an appropriate dividing and demising wall in accordance with all applicable laws, codes and ordinances segregating the Refusal Space from all contiguous third-party premises. Otherwise, except as herein expressly provided, the subject Refusal Space will, subject to the terms and conditions of this Lease, be delivered in its "AS-IS" physical condition with the Tenant's obligation to pay Minimum Rent and Additional Rent for such Refusal Space to begin on the date of Landlord's tender of delivery of such Refusal Space, which tendering by Landlord shall be a date within sixty (60) days immediately following Tenant's notice to Landlord of its (Tenant's) exercise of its rights hereunder as to the subject Refusal Space, or, subject to Tenant's rights set forth below, the date upon which Landlord is able to tender the Refusal Space to Tenant upon vacation and broom cleaning of the Refusal Space. The commencement date of the portion of the Term pertaining to the subject Refusal Space as leased to Tenant hereunder shall be delayed and Tenant's obligations (including those to pay any rental sums or other amounts hereunder) shall be delayed and abated pending the delivery of the subject Refusal Space by Landlord so long as Landlord's failure or inability to deliver the subject Refusal Space is through no fault of Tenant. However, notwithstanding anything to the contrary herein, should Landlord thereafter continue to fail or otherwise be unable to deliver the subject Refusal Space to Tenant within ninety (90) days of the date Tenant notifies Landlord that it (Tenant) elects to lease all of the subject Refusal Space identified in the Offer, then Tenant shall, pursuant to written notice provided to Landlord on or before the ninety-fifth (95th) day following Tenant's initial notice, have the right to rescind its election and obligations to take such Refusal Space with no further obligation or liability to Landlord hereunder as to such Refusal Space. Landlord and Tenant shall execute such amendment(s) to this Lease as they and their counsel shall deem reasonably and mutually appropriate to document the addition of the subject Refusal Space to Demised Premises and to, among other things, confirm the revised Minimum Rent and the revised Tenant's Proportionate Share percentages for future determinations of applicable Additional Rent. If Tenant elects not to exercise its right of first offer contained herein as to any Offer, then Landlord may lease the subject Refusal Space described in the Offer to any third-party, and Tenant shall have no further rights under this Section as to such space described in the Offer until such space next becomes available during the Term of this Lease, if at all. Landlord shall permit Tenant access to the offered Refusal Space for inspections as Tenant may deem reasonably necessary or appropriate during the period of time which Tenant has under this Section to determine if it intends to exercise or not exercise its option rights. For purposes of this Section XX(n), the term "Market Rate" shall mean shall mean Minimum Rent determined with reference to the average of normal values being achieved by landlords in lease renewals entered into with private sector tenants for comparable space (i.e., the Demised Premises in its as is condition at the time of determination of the Market Rent) in comparable buildings in equally desirable locations within the same Schaumburg, Illinois market assuming operating expense and real estate pass throughs and fixed base rent increases corresponding to those contained in this Lease. Provided, in no event shall the Market Rent be less than the amount of Minimum Rent payable under this Lease for the last Lease Year of immediately preceding expiring Term.

(o) Landlord expressly waives any and all liens, interests and claims which it may have as of the Effective Date of this Lease, the Possession Date hereof and/or during the Term of this Lease arising by statute or by operation of law, in and to Tenant's personal property, equipment, trade fixtures, furniture or other moveable property of Tenant (herein, "Tenant's Personal Property") in or on the Demised Premises, and Landlord agrees that Tenant's Personal Property (including any hereafter acquired personal property) shall not become part of the Demised Premises regardless of the manner in which the same may be attached or affixed to the Demised Premises by Tenant, provided that the same can be removed by Tenant without materially damaging or altering the Demised Premises, and any such damage shall be repaired promptly by Tenant. Further, Landlord agrees that it will not prevent any lender of Tenant, or such lender's designee, from entering upon the Demised Premises during the Term at reasonable times to inspect and remove Tenant's Personal Property, provided that said lender agrees to repair promptly and fully any and all damage resulting to the Demised Premises. Additionally, if, after the Commencement Date of the Term hereof, Landlord intends to terminate this Lease or otherwise exercise any right granted to Landlord hereunder to require Tenant to surrender the Demised Premises or to remove any portion of Tenant's Personal Property, Landlord agrees to notify Tenant's lender (of which Landlord has received written notice from Tenant, including such lender's name, notice address and telephone number), and Landlord shall grant to such lender the right to enter upon the Demised Premises during the Term of this Lease to do any or all of the following with respect to Tenant's Personal Property: (i) assemble, have appraised, sever, remove, maintain, inspect, repair, lease and/or transfer, provided in any such case that such lender's presence on and/or occupancy of the Demised Premises shall be upon and subject to all of the terms, covenants and conditions of this Lease, including the payment by such lender to Landlord, periodically, a per diem occupancy fee equivalent to the monthly rental and other charges then currently payable by Tenant hereunder, based on a thirty (30) day month, for the actual number of days such lender uses and/or occupies the Demised Premises pursuant hereto. Further, nothing in this Lease shall give Landlord the right to use, possess or retain any of Tenant's records, files, patient's names or records.

(p) Unless a particular Section of this Lease provides for a longer or shorter period of time as to a particular matter, in the event Landlord does not respond in writing to a written request by Tenant

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(f) Landlord's consent, permission or approval as set forth or otherwise required under this Lease within fifteen (15) days after Tenant's delivery of the same, it shall thereafter be automatically deemed that Landlord has consented to or approved such request by Tenant or that Landlord has given its permission thereto. In the event, Landlord does respond and does not consent, give its permission or give its approval, Landlord shall provide with reasonable specificity the reason(s) therefore in writing so as to permit Tenant, should it so elect or desire, to make modifications or revisions to such request and to resubmit a further request for consent, permission or approval to Landlord.

(g) Landlord agrees to reasonably assist Tenant in (i) the procurement of any licenses, permits, "sign-offs", approvals, or certificates which may be required by any governmental or quasi-governmental agency or authority with respect to Tenant's Improvements, alterations or other leasehold improvements permitted under the terms hereof in and to the Demised Premises, and with respect to (ii) the obtaining of any services, utilities or facilities from any utility company or companies supplying the same to the Shopping Center.

(h) Except in the event of an uncured Default by Tenant under this Lease or the 1156-A Lease, Landlord agrees that a termination of the 1156-A Lease prior to the Expiration Date of this Lease shall permit Tenant to also terminate this Lease effective at the same time as the termination date of the 1156-A Lease.

(i) All Riders and all Exhibits referred to in and attached hereto are hereby incorporated in this Lease.

IN WITNESS WHEREOF, and intending that this Lease be a sealed instrument, Landlord and Tenant have executed this Lease under seal on the dates indicated below.

LANDLORD

TOKYO MANAGEMENT, INC., as agent
for beneficiaries of COSMOPOLITAN
BANK AND TRUST, SUCCESSOR IN
INTEREST TO FIRST BANK OF OAK
PARK, AS TRUSTEE *s/w* dated 11/23/93
and known as Trust No. 13581

By *Stephen P. D. Sullivan*
Printed STEPHEN P. D. SULLIVAN
Its SECRETARY
Date of Execution December 7, 2003

TENANT

RENAL CARE GROUP
SCHAUMBURG, I.L.C.

By *David M. Dixon*
Printed DAVID M. DIXON
Its Vice President of Managing Member
Date of Execution December 7, 2003

TABLE OF EXHIBITS

EXHIBITS A, A-1 & A-2	Legal Description and Site Plan/ Demised Premises/ Refusal Space Diagram
EXHIBIT B	Possession Date Certificate
EXHIBIT C	Minimum Rent Schedule
EXHIBIT D	Landlord's Work Outline Specifications
EXHIBIT E	Opening and Expiration Date Declaration
EXHIBIT F & F-1	Tenant's Work / Water Line & Sanitary Sewer Line Diagram
EXHIBIT G	Sign Specifications
EXHIBIT H	Guaranty

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EXHIBIT A

SITE PLAN

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EXHIBIT A-1
DEMISED PREMISES

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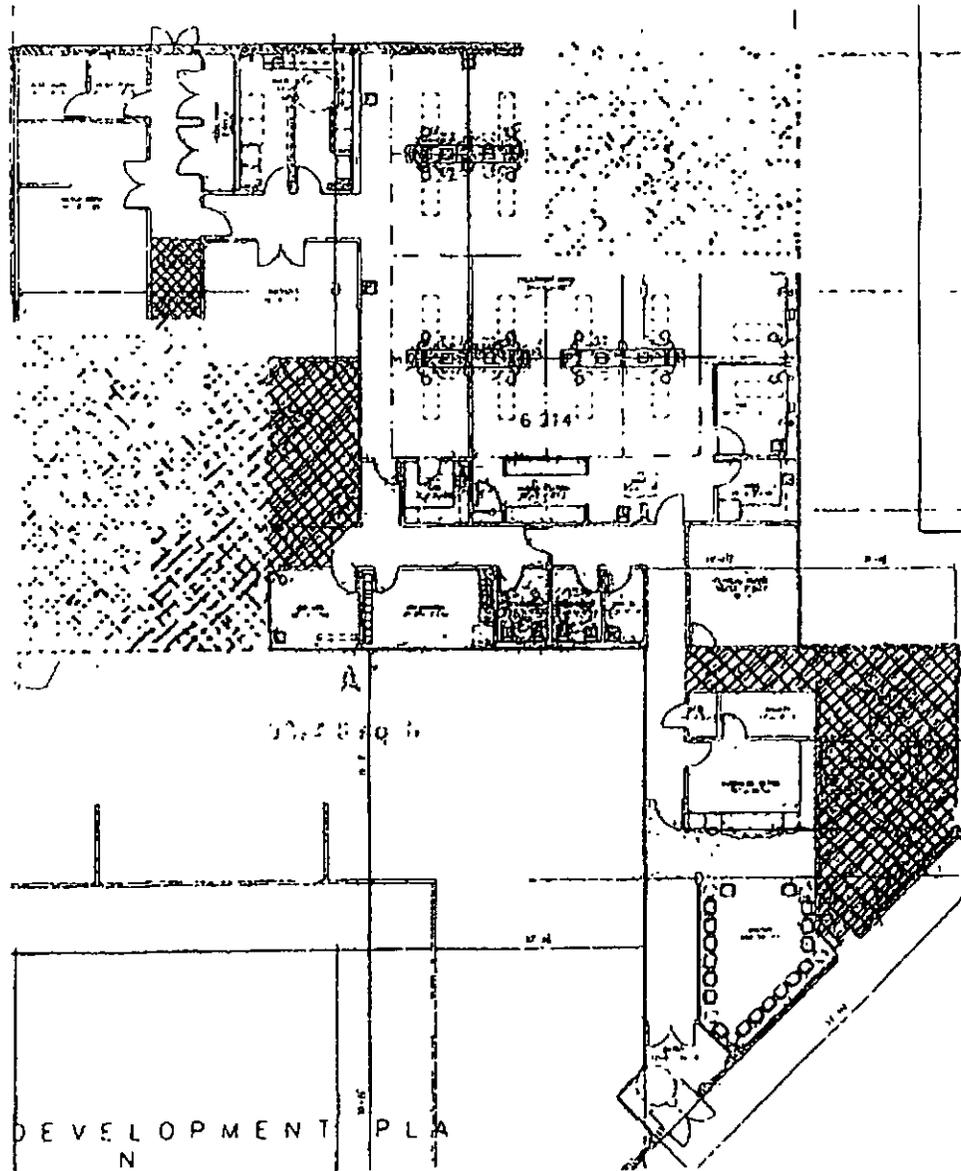


EXHIBIT A-1
DEMISED PREMISES

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EXHIBIT A-1
REFUSAL SPACE

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EXHIBIT B

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD TORGO MANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE *et/et* dated 11/23/93 and known as Trust No. 13581

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

LEASE EFFECTIVE DATE December _____, 2003

COMMON ADDRESS 1156 N.S. Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately 3,160 Rentable Square Feet

DEMISED PREMISES POSSESSION DATE _____, 200__

Landlord and Tenant acknowledge and agree that the Demised Premises described in the above-referenced Lease has been delivered to Tenant for the performance of Tenant's Work (as said term is defined in the Lease) on the Delivery of Possession Date noted above

Tenant further acknowledges that all of Landlord's Work pursuant to said Lease has been completed except as follows _____

LANDLORD	TENANT
TORGO MANAGEMENT, INC., as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE <i>et/et</i> dated 11/23/93	RENAL CARE GROUP SCHAUMBURG, LLC
By _____	_____ and known as Trust No. 13581

By _____	Printed _____
President	Its _____
Date _____, 200__	Date _____, 200__

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EXHIBIT C

MINIMUM RENT SCHEDULE

There shall be no Rent payable by Tenant for the period to the Commencement Date as determined in accordance with the provisions of Section 1.02 of the Lease to which this Exhibit is attached and following the Commencement Date of the Term, Minimum Rent shall be payable as follows

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT	1	\$25,280 00	\$2,106 67	\$8 00
	2	26,038 40	2,169 87	8 74
	3	26,828 40	2,235 70	8 89
	4	27,618 40	2,301 53	8 74
	5	28,440 00	2,370 00	9 00
	6	29,293 00	2,441 10	9 77
	7	30,178 00	2,514 83	9 55
	8	31,094 40	2,591 20	9 84
	9	32,042 40	2,670 20	10 14
	10	32,990 40	2,749 20	10 44

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT FOR OPTION PERIOD 1, IF EXERCISED BY TENANT	11	\$33,970 00	\$2,830 83	\$10 75
	12	34,981 20	2,915 10	11 07
	13	36,024 00	3,002 00	11 40
	14	37,098 40	3,091 53	11 74
	15	38,204 40	3,183 70	12 09

	<u>LEASE YEAR</u>	<u>ANNUAL MINIMUM RENT</u>	<u>MONTHLY MINIMUM RENT</u>	<u>P.S.F.</u>
FIXED MINIMUM RENT FOR OPTION PERIOD 2, IF EXERCISED BY TENANT	16	\$39,347 00	\$3,278 50	\$12 45
	17	40,511 20	3,375 93	12 82
	18	41,712 00	3,476 00	13 20
	19	42,976 00	3,581 33	13 60
	20	44,271 60	3,689 30	14 01

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EXHIBIT D

LANDLORD'S WORK OUTLINE SPECIFICATIONS

- 1 Smooth (all existing flooring materials to include adhesive and/or grout removed) and level concrete floor slab throughout the Demised Premises
- 2 Separately metered electrical service (800 amp, 4 wire, 3 phase) wiring supplied to Tenant's specified location inside the Demised Premises Main Distribution panels provided by Tenant
- 3 Separately metered gas service (1000 CFH @ 4 oz) as required to service HVAC and hot water tanks supplied to the Demised Premises at the Tenant's specified location
- 4 H V A C Landlord shall supply HVAC units to handle 250 square feet per ton of cooling in Patient Treatment Room, Lab, and Storage Room of the Demised Premises HVAC units must have the capacity to handle 300 square feet per ton of cooling in balance of Demised Premises, or provide Tenant credit to install such HVAC units All HVAC systems must comply with ASHRAE Standard 62 1989 All internal ductwork within the Demised Premises shall be Tenant's responsibility and expense
- 5 Other than as noted in this Exhibit D, the Demised Premises shall be provided to Tenant in "as is" condition

EXHIBIT E

OPENING AND EXPIRATION DATE DECLARATION

LANDLORD TORGO MANAGEMENT, INC., an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE u/v/a dated 11/23/93 and known as Trust No. 13581

TENANT RENAL CARE GROUP SCHAUMBURG, I.L.C.

LEASE EFFECTIVE DATE December _____, 2003

PREMISES NUMBER 1156-D S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately 3,160 Rentable Square feet

Landlord and Tenant acknowledge and agree that the Commencement Date of the above referenced Lease is _____, 200__ and the Expiration Date of the Lease is _____, 201__

LANDLORD
TORGO MANAGEMENT, INC., as agent
for beneficiaries of COSMOPOLITAN
BANK AND TRUST, SUCCESSOR IN
INTEREST TO FIRST BANK OF OAK
PARK, AS TRUSTEE u/v/a dated 11/23/93
and known as Trust No. 13581

TENANT
RENAL CARE GROUP
SCHAUMBURG, I.L.C.

By _____
Printed _____
Its _____
Date _____, 200__

By _____
President
Date _____, 200__

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EXHIBIT F
TENANT'S WORK
(To Be Completed)

-33-
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EXHIBIT F-1

WATER LINE/SANITARY SEWER LINE SCHEMATIC

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EXHIBIT G

SIGN SPECIFICATIONS

SCHAUMBURG TOWNCENTER
BUILDING SIGN PROGRAM

- TYPE Individually mounted back lit letters
- SIZE A) Letter size is to be 32" maximum and 10" minimum (except as otherwise noted below)
- B) Multiple rows are not to exceed 32" total height, including space (except as otherwise noted below)
- C) Minimum strokes is 1 1/2" No hold face type will be permitted
- D) Depth of letters to be 4 1/2"
- E) Total Horizontal Measurements shall not exceed 75% of the lease space width on spaces up to 30' in width
- Canopy sign on lease spaces greater than 30' in width shall be subject to Landlord's approval (as note below)
- F) Size must conform to City requirements
- STYLE A) Shall be approved by Landlord No logos will be permitted
- COLORS AND MATERIALS
- A) Rohm & Haas plex faces red, yellow, ivory and blue.
- B) Neon tubing red for red faces, yellow for yellow faces, 4500 for ivory and blue for blue faces
- C) 040 aluminum returns to match #311 dark bronze
- PLACEMENT Centered horizontally and vertically
- MOUNTING Mounted directly onto sign canopy surface provided for signs with no exposed connections Final electrical hook-ups to be performed by licensed electrician
- APPROVAL Three (3) sets of drawings are to be submitted for and approval by the Landlord prior to fabrication Any variation of the above specifications must be approved by the Landlord Drawings must include a cross-section

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DELIVERY OF POSSESSION DATE CERTIFICATE

AND

FIRST AMENDMENT TO LEASE AGREEMENTS

LANDLORD FORGO MANAGEMENT, INC, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE W/A dated 11/23/93 and known as Trust No 13581

TENANT RFNAL CARE GROUP SCHAUMBURG LLC

EFFECTIVE DATE OF LEASES December 9, 2003

COMMON ADDRESSES 1156-A & 1156-B S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately 6,214 Rentable Square Feet (as to Suite 1156-A)
Approximately 3,160 Rentable Square Feet (as to Suite 1156-B)

DEMISED PREMISES POSSESSION DATE February 16, 2004

PROJECTED OPENING DATE On or about July 1, 2004

Landlord and Tenant acknowledge and agree that the Demised Premises described in each of the above-referenced Leases have been delivered to Tenant for the performance of Tenant's Work (as said term is defined in and contemplated in each of such Leases) on the Delivery of Possession Date noted above

Additionally, pursuant to Section 1.03 of the Leases, Landlord confirms that it has fully reviewed and approved, in all respects material to and required by it, the improvement plans and specifications, prepared by Tenant and its consultants for the initial Tenant's Work to be undertaken, as and if applicable, by Tenant in or about the Demised Premises as contemplated by, among other provisions, Section 1.02 of each Lease. Attached hereto and incorporated herein by reference as Exhibit F, which exhibit is deemed hereby as added to and fully incorporated into each of the Leases hereby as pertains to the Tenant's Work, if any, to be initially undertaken in each such Demised Premises, is a schedule and schematic of those improvement plans

Tenant further acknowledges that all of Landlord's Work pursuant to said Lease has been completed except as follows NONE

Landlord and Tenant agree that this Certificate and First Amendment will not change, modify, amend or revise the terms, conditions and provisions of the Leases, except as may be provided herein and as agreed to by the parties hereto. Landlord and Tenant each hereby confirm and ratify, all of the terms, conditions and covenants of the Lease. Further, to the extent that Landlord is required to procure the consent(s) of any third-party or parties as to the matters addressed herein, Landlord certifies unto Tenant that such consents and approvals have been requested and received

[SIGNATURES ON FOLLOWING PAGE]

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LANDLORD

TORCO MANAGEMENT, INC, as agent
for beneficiaries of COSMOPOLITAN
BANK AND TRUST, SUCCESSOR IN
INTEREST TO FIRST BANK OF OAK
PARK, AS TRUSTEE, a/va dated 11/23/93
and known as Trust No 13581

By *John P. Bell*
Printed Stephen P. D. S. [unclear]
Its President
Date of Execution 2/25/, 2004

TENANT

RENAL CARE GROUP
SCHAUMBURG, LLC

By *Dan M. Dill*
Printed Dan M. Dill
Its Vice President of Managing Member
Date of Execution 3/8/04, 2004

ARCHITECTURAL

- A01 PROJECT INFORMATION
- A11 WALL TYPE LEGEND & NOTES
- A12 FLOOR PLAN
- A13 ENLARGED PLANS
- A41 WALL SECTIONS & DETAILS
- A42 HALF WALL SECTIONS & DETAILS
- A43 WALL WORK SECTIONS & DETAILS
- A51 FINISH SPECIFICATIONS & NOTES
- A52 FINISH PLAN
- A61 NOTES OR ELEVATIONS
- A62 NETWORK DIAGRAMS
- A71 REFERENCED FLOOR PLAN
- A81 DOOR / WINDOW SCHEDULE
- A82 DOOR / WINDOW DETAILS
- A83 DOOR / WINDOW DETAILS

PLUMBING

- P01 PLUMBING LEGEND & NOTES
- P11 SANITARY FLOOR PLAN
- P12 PLUMBING FLOOR PLAN
- P13 MEDICAL WIRING FLOOR PLAN
- P61 STACKS SCHEDULES & DETAILS

MECHANICAL

- M01 HVAC LEGEND AND NOTES
- M11 HVAC DIAGRAM PLAN
- M21 HVAC SCHEDULE & DETAILS

ELECTRICAL

- E01 ELECTRICAL LEGEND & NOTES
- E11 LIGHTING PLAN
- E21 LIGHTING SCHEDULE NOTES & PLAN
- E31 POWER PLAN
- E32 HVAC FLOOR PLAN
- E41 ONE LINE DIAGRAM & SCHEDULE
- E51 SYSTEM PLAN
- E61 PANEL SCHEDULES & NOTES
- E62 RISES & DETAILS

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OPENING AND EXPIRATION DATE DECLARATION

Suite 1156-B

LANDLORD TORGO MANAGEMENT, INC, an Illinois Corporation, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/ta dated 11/23/93 and known as Trust No 13581

TENANT RENAL CARE GROUP SCHAUMBURG, LLC

LEASE EFFECTIVE DATE December 9, 2003

DEMISED PREMISES NUMBER 1156-B S Roselle Road, Schaumburg, Illinois 60193

SQUARE FOOTAGE Approximately, 3,160 Rentable Square feet

Landlord and Tenant acknowledge and agree that the Commencement Date of the above referenced Lease is June 16, 2004 and the Expiration Date of the Lease is June 30, 2014

LANDLORD

TENANT

TORGO MANAGEMENT, INC, as agent for beneficiaries of COSMOPOLITAN BANK AND TRUST, SUCCESSOR IN INTEREST TO FIRST BANK OF OAK PARK, AS TRUSTEE w/ta dated 11/23/93 and known as Trust No 13581

RENAL CARE GROUP SCHAUMBURG, LLC

By Stephen P. DiStasio
Printed STEPHEN P. DiStasio
Title PRESIDENT
Date AUGUST 9, 2004

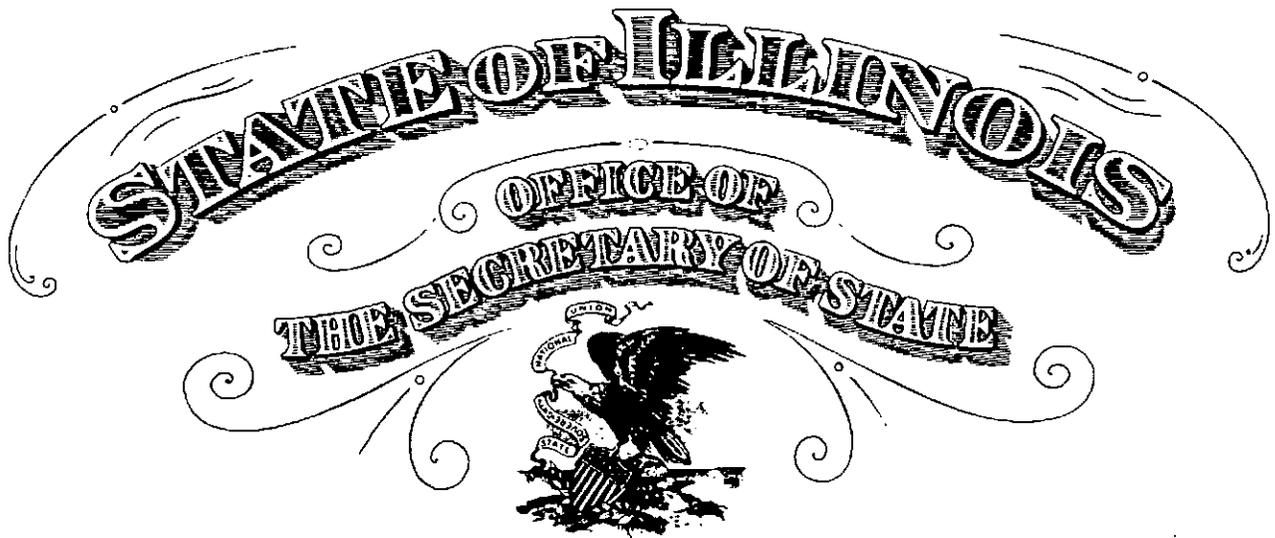
By David M. Dill
Printed David M. Dill
Its Vice President of Managing Member
Date: August 17, 2004

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Section I, Identification, General Information, and Certification
Operating Identity/Licensee

The Illinois Certificate of Good Standing for ISD Schaumburg, LLC is attached at Attachment – 3.

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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ISD SCHAUMBURG, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 25, 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 26TH day of JANUARY A.D. 2012 .

Jesse White

Authentication #: 1202602452

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY G

Attachment - 3

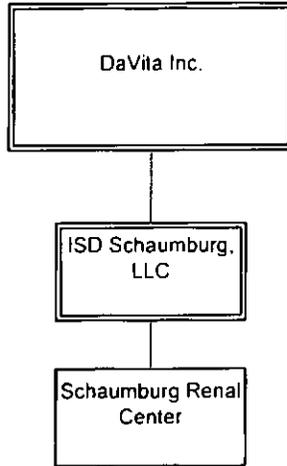
135

Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart for Davita Inc. and ISD Schaumburg, LLC is attached at Attachment – 4.

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Schaumburg Renal Center
Organizational Structure



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Section I, Identification, General Information, and Certification
Flood Plain Requirements

The site of the proposed dialysis facility complies with the requirements of Illinois Executive Order #2005-5. The proposed dialysis facility will be located at 1156 South Roselle Road, Schaumburg, IL 60193. As shown on the FEMA flood plain map attached at Attachment – 5, the site of the proposed dialysis facility is located outside of a flood plain.

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Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The Applicants submitted a request for determination that the proposed location is compliant with the Historic Resources Preservation Act from the Illinois Historic Preservation Agency. A copy of the letter is attached at Attachment – 6.

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Joseph T. Van Leer
(312) 873-3665
jvanleer@polsinelli.com

161 N. Clark Street, Suite 4200
Chicago, IL 60601
(312) 819-1900
Fax (312) 819-1810
www.polsinelli.com

January 9, 2012

Ms. Anne Haaker
Deputy State Historic Preservation Officer
Preservation Services Division
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701

Re: Historic Preservation Act Determination

Dear Ms. Haaker:

This office represents DaVita Inc. and Total Renal Care, Inc. ("Requestors"). Pursuant to Section 4 of the Illinois State Agency Historic Resources Preservation Act, Requestors seek a formal determination from the Illinois Historic Preservation Agency as to whether Requestor's proposed project to expand a dialysis facility located in an existing building at 1156 South Roselle Road, Schaumburg, Illinois 60193 ("Proposed Project") affects historic resources.

1. Project Description and Address

The Requestors are seeking a certificate of need from the Illinois Health Facilities and Services Review Board to add 8 stations to its existing dialysis facility in an existing building located at 1156 South Roselle Road, Schaumburg, Illinois 60193. The Proposed Project will not result in any demolition to the exterior structure.

2. Topographical or Metropolitan Map

A metropolitan map showing the location of the Proposed Project is attached at Attachment 1.

3. Photographs of Standing Buildings/Structure

Photographs of the existing building are attached at Attachment 2.

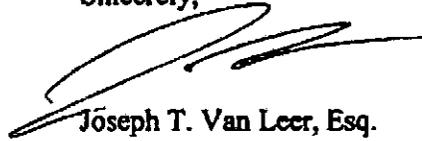
January 9, 2012
Page 2

4. Address for Building/Structure

The Proposed Project will be located within an existing building located at 1156 South Roselle Road, Schaumburg, Illinois 60193.

Thank you for your time and consideration of our request for Historic Preservation Determination. If you have any questions or need any additional information, please feel free to contact me at 312-873-3665 or jvanleer@polsinelli.com.

Sincerely,



Joseph T. Van Leer, Esq.

Enclosure

JTV:

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Address 1166 S Roselle Rd
Schaumburg, IL 60193

1166 South Roselle Road, Schaumburg, Illinois 60193

Get Google Maps on your phone

Text the word "GMAPS" to 466453



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Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
New Construction Contracts	\$143,035		\$499,020
Contingencies	\$21,455		\$64,872
Architectural/Engineering Fees	\$21,648		\$21,648
Consulting and Other Fees	\$30,000		\$30,000
Moveable and Other Equipment			
Communications	\$34,043		\$34,043
Water Treatment	\$33,950		\$33,950
Bio-Medical Equipment	\$5,300		\$5,300
Clinical Equipment	\$127,103		\$127,103
Clinical Furniture/Fixtures	\$8,345		\$8,345
Business Office Fixtures	\$4,370		\$4,370
General Furniture/Fixtures	\$12,630		\$12,630
Signage	\$12,000		\$12,000
Total Moveable and Other Equipment	\$237,741		\$237,741
Other Costs to be Capitalized	\$50,000		\$50,000
Total Project Costs	\$503,879		\$503,879

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**Section I, Identification, General Information, and Certification
Cost Space Requirements**

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$503,879	9,374			958	8,416	
Total Clinical	\$503,879	9,374			958	8,416	
NON CLINICAL							
Total Non-clinical							
TOTAL	\$503,879	9,374			958	8,416	

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230, Project Purpose, Background and Alternatives

Background of the Applicant

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2010 Community Care report, much of which is outlined below, details DaVita's commitment to quality, patient centric focus and community outreach was previously submitted on January 24, 2012 as part of the Applicants' application for project No. 12-008. The proposed project involves the expansion of Schaumburg Renal Center's existing 14-station facility to 20 stations.

DaVita has taken on many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and end stage renal disease ("ESRD"). These programs include the EMPOWER, IMPACT, CathAway, and transplant assistance programs. Information on the EMPOWER, IMPACT and CathAway programs are attached at Attachment – 11A.

There are over 26 million patients with CKD and that number is expected to rise. Current data reveals two troubling trends, which help explain the growing need for dialysis services:

- The prevalence of identified CKD stages 1 to 4 has increased from 10% to 15.1% between 1988 and 2008¹
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD²

Additionally, DaVita's EMPOWER program helps to improve intervention and education for pre-ESRD patients. Approximately 65-75% of CKD Medicare patients have never been evaluated by a nephrologist.³ Timely CKD care is imperative for patient morbidity and mortality. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may result in improved patient outcomes and reduce ESRD:

- Reduced GFR is an independent risk factor for morbidity and mortality,
- A reduction in the rate of decline in kidney function upon nephrologists referrals has been associated with prolonged survival of CKD patients,
- Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and
- Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the EMPOWER program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes

¹ US Renal Data System, USRDS 2011 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, Bethesda, MD: National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases; 2011.

² Int'l Diabetes Found., *One Adult in Ten will have Diabetes by 2030* (Nov. 14, 2011), available at <http://www.idf.org/media-events/press-releases/2011/diabetes-atlas-5th-edition>.

³ US Renal Data System, USRDS 2011 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, Bethesda, MD: National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases; 2011.

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of untreated CKD. DaVita's EMPOWER program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. In fact, since piloting in October 2007, the program has not only shown to reduce mortality rates by 8 percent but has also resulted in improved patient outcomes.

DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal. DaVita is an industry leader in the rate of fistula use and had the lowest day-90 catheter rates among large dialysis providers in 2010.

DaVita's transplant referral and tracking program ensures every dialysis patient is informed of transplant as a modality option and promotes access to transplantation for every patient who is interested and eligible for transplant. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning.

In an effort to reduce the length of hospital inpatient stays and readmissions, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement through its Patient Pathways program. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, who specializes in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provide information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 280 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. The program has resulted in a 0.5 day reduction in average length of stay for both new admissions and readmissions and an 11% reduction in average acute dialysis treatments per patient. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed. They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

Furthermore, in an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers - dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients, the monetary result of which is \$509 million in savings to the health care system and the American taxpayer in 2010.

DaVita is also committed to sustainability and reducing its carbon footprint. In fact, it is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Furthermore, it saves

Attachment - 11

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approximately 8.5 million pounds of medical waste through dialyzer reuse and it also diverts 95% of its waste through composting and recycling programs. It has also undertaken a number of similar initiatives at its offices and is seeking LEED Gold certification for its corporate headquarters.

DaVita consistently raises awareness to community needs and makes cash contributions to organizations aimed at improving access to kidney care. In 2010, DaVita donated more than \$2 million to kidney disease- awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. Its own employees assisted in these initiatives by raising more than \$3.4 million through Tour DaVita and DaVita Kidney Awareness Run/Walks.

DaVita does not limit its community engagement to the U.S. alone. It founded Bridge of Life, a 501(c)(3) nonprofit organization that operates on donations to bring care to those for whom it is out of reach. In addition to contributing dialysis equipment to DaVita Medical Missions, Bridge of Life has accomplished 18 Missions since 2006, with more than 75 participating teammates spending more than 650 days abroad. It provided these desperately needed services in Cameroon, India, Ecuador, Guatemala, and the Philippines, and trained many health care professionals there as well.

Neither the Centers for Medicare and Medicaid Services or the Illinois Department of Public Health has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

1. Health care facilities owned or operated by the Applicants:

A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11B.

Dialysis facilities are currently not subject to State Licensure in Illinois.

2. Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11C.

3. An authorization permitting the Illinois Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11C.

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Office of the Chief
Medical Officer (OCMO)
Alec R. Nicholson MD
Chief Medical Officer
Margaret Mathews MD
Robert Prochiano MD
John Robertson MD
David B. Van Wyck MD

April 30, 2009

Dear Physicians:

As your partner, DaVita® and OCMO are committed to helping you achieve unprecedented clinical outcomes with your patients. As part of OCMO's Relentless Pursuit of Quality™, DaVita will be launching our top two clinical initiatives; IMPACT and CathAway™, at our annual 2009 Nationwide Meeting. Your facility administrators will be orienting you on both programs upon their return from the meeting in early May.



IMPACT: The goal of IMPACT is to reduce incident patient mortality. IMPACT stands for Incident Management of Patients Actions Centered on Treatment. The program focuses on three components: patient intake, education and management and reporting. IMPACT has been piloting since October 2007 and has demonstrated a reduction in mortality. The study recently presented at the National Kidney Foundation's Spring Clinical Meeting in Nashville, TN. In addition to lower mortality rates, patient outcomes improved - confirming this vulnerable patient population is healthier under DaVita's relentless pursuit of quality care.



CathAway: Higher catheter use is associated with increased infection, morbidity, mortality and hospitalizations ^{(1) (2)}. The 7-step Cathaway Program supports reducing the number of patients with central venous catheters (CVCs). The program begins with patient education outlining the benefits of fistula placement. The remaining steps support the patient through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal. For general information about the CathAway program, see the November 2008 issue of QUEST, DaVita's Nephrology Journal.

Here is how you can support both initiatives in your facilities:

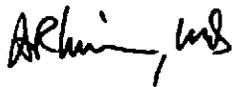
- **Assess incident patients regularly in their first 90 days:** Discuss patients individually and regularly. Use the IMPACT scorecard to prompt these discussions.
- **Adopt "Facility Specific Orders":** Create new facility specific orders using the form that will be provided to you.
- **Minimize the "catheter-removal" cycle time:** Review each of your catheter patients with your facility teammates and identify obstacles causing delays in catheter removal. Work with the team and patients to develop action plans for catheter removal.
- **Plan fistula and graft placements:** Start AV placement plans early by scheduling vessel mapping and surgery evaluation appointments for Stage 4 CKD patients. Schedule fistula placement surgery for those patients where ESRD is imminent in the next 3-6 months.

Launch Kits:

In May, Launch Kits containing materials and tools to support both initiatives will be arriving at your facilities. IMPACT kits will include a physician introduction to the program, step by step implementation plan and a full set of educational resources. FAs and Vascular Access Leaders will begin training on a new tool to help identify root-causes for catheter removal delays.

Your support of these efforts is crucial. As always, I welcome your feedback, questions and ideas. Together with you, our physician partners, we will drive catheter use to all-time lows and help give our incident patients the quality and length of life they deserve.

Sincerely,



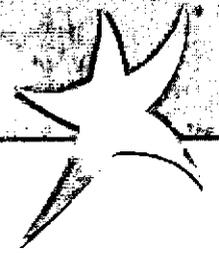
Allen R. Nissenson, MD, FACP
Chief Medical Officer, DaVita

- (1) Dialysis Outcomes and Practice Patterns Study (DOPPS): 2 yrs/7 Countries / 10,000 pts.
- (2) Pastan et al: Vascular access and increased risk of death among hemodialysis patients.



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DaVita.



Knowledge is power.

EMPOWER® is an educational program by DaVita®. The program includes a series of free community based classes for patients with chronic kidney disease (CKD). These classes encourage you to take control of your kidney disease and prepare for dialysis by making healthy choices about your kidney care

Taking Control Of Kidney Disease

Learn how to slow the progression of kidney disease.

- Kidney disease and related conditions
- Behavior modification
- Dietary guidelines
- Common medications
- Insurance choices
- Ways to cope with CKD
- Questions to ask your health care team

Making Healthy Choices

Learn how to prepare for dialysis.

- Kidney disease and related conditions
- Behavior modification
- Dietary guidelines
- Common medications
- Treatments that allow you to stay active and continue to work
- Insurance choices
- Ways to cope with CKD
- Questions to ask your health care team

Treatment Choices

An in-depth look at all of your treatment choices.

- Kidney disease and related conditions
- Treatments that allow you to stay active and continue to work
- Insurance choices
- Ways to cope with CKD
- Questions to ask your health care team

To register for a class, call 1-888-MyKidney (695-4363).

EMPOWER®
1-888-MyKidney (695-4363) | DaVita.com/EMPOWER

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DaVita®



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DaVita®



Dear Physician Partners:

IMPACT™ is an initiative focused on reducing incident patient mortality. The program provides a comprehensive onboarding process for incident patients, with program materials centered on four key clinical indicators—access, albumin, anemia, and adequacy.

Medical Directors: How can you support IMPACT in your facilities?

- Customize the new Standard Admission Order template into facility-specific orders. Drive use of the standard order with your attending physicians
- Review your facility IMPACT scorecard at your monthly QIFMM meeting
- Talk about IMPACT regularly with your attending physicians

Attending Physicians: How can you support IMPACT in your facilities?

- Use the IMPACT scorecard to assess incident patients
- Educate teammates about the risk incident patients face and how IMPACT can help

How was IMPACT developed? What are the initial results?

From October 2007 to April 2009, IMPACT was piloted in DaVita® centers. Early results, presented at the National Kidney Foundation's Spring Clinical Meeting in Nashville, TN this April, showed an 8% reduction in annualized mortality. In addition to lower mortality, IMPACT patients showed improvements in fistula placement rates and serum albumin levels. The results are so impressive that we are implementing this program throughout the Village.

Your support of this effort is crucial.

If you have not seen the IMPACT order template and scorecard by the end of June, or if you have additional questions about the program, email impact@davita.com. Together we can give our incident patients the quality and length of life they deserve.

Sincerely,

Dennis Kogod
Chief Operating Officer

Allen R. Nissenson, MD, FACP
Chief Medical Officer



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FOR IMMEDIATE RELEASE

DaVita's IMPACT Program Reduces Mortality for New Dialysis Patients

Study Shows New Patient Care Model Significantly Improves Patient Outcomes

El Segundo, Calif., (March, 29, 2009) – DaVita Inc., a leading provider of kidney care services for those diagnosed with chronic kidney disease (CKD), today released the findings of a study revealing DaVita's IMPACT™ (Incident Management of Patients, Actions Centered on Treatment) pilot program can significantly reduce mortality rates for new dialysis patients. The study presented at the National Kidney Foundation's Spring Clinical Meeting in Nashville, TN details how the IMPACT patient care model educates and manages dialysis patients within the first 90 days of treatment, when they are most unstable and are at highest risk. In addition to lower mortality rates, patient outcomes improved - confirming the health of this vulnerable patient population is better supported under DaVita's *Relentless Pursuit of Quality*™ care.

The pilot program was implemented with 606 patients completing the IMPACT program over a 12 month period in 44 DaVita centers around the nation. IMPACT focuses on patient education and important clinical outcomes - such as the measurement of adequate dialysis, access placement, anemia, and albumin levels - monitoring the patient's overall health in the first 90 days on dialysis. Data reflects a reduction in annualized mortality rates by eight percent for IMPACT patients compared with non-IMPACT patients in the DaVita network. Given that DaVita has roughly 28,000 new patients starting dialysis every year, this reduction affects a significant number of lives.

In addition, a higher number of IMPACT patients versus non-IMPACT patients had an arteriovenous fistula (AVF) in place. Research shows that fistulas - the surgical connection of an artery to a vein - last longer and are associated with lower rates of infection, hospitalization and death compared to all other access choices.

Allen R. Nissenson, MD, Chief Medical Officer at DaVita says, "The IMPACT program is about quality patient care starting in the first 90 days and extending beyond. Improved outcomes in new dialysis patients translates to better long term results and healthier patients overall."

Researchers applaud the IMPACT program's inclusion of all patients starting dialysis, regardless of their cognitive ability or health status. Enrolling all patients at this early stage in their treatment allows them to better understand their disease and care needs while healthcare providers work to improve their outcomes. Through this program, DaVita mandates reporting on this particular population to better track and manage patients through their incident period.

Dennis Kogod, Chief Operating Officer of DaVita says, "We are thrilled by the promising results IMPACT has had on our new dialysis patients. DaVita continues to be the leader in the kidney care community, and we look forward to rolling out this program to all facilities later this year, to improve the health of all new dialysis patients."

DaVita, IMPACT and *Relentless Pursuit of Quality* are trademarks or registered trademarks of DaVita Inc. All other trademarks are the properties of their respective owners.

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Poster Presentation
NKF Spring Clinical Meeting
Nashville, TN
March 26-28, 2009

Incident Management of Hemodialysis Patients: Managing the First 90 Days

John Robertson¹, Pooja Goel¹, Grace Chen¹, Ronald Levine¹, Debbie Benner¹, and Amy Burdan¹
¹DaVita Inc., El Segundo, CA, USA

IMPACT (Incident Management of Patients, Actions Centered on Treatment) is a program to reduce mortality and morbidity in new patients during the first 3 months of dialysis, when these patients are most vulnerable. IMPACT was designed to standardize the onboarding process of incident patients from their 0 to 90-day period. We report on an observational (non-randomized), un-blinded study of 606 incident patients evaluated over 12 months (Oct77-Oct08) at 44 US DaVita facilities.

The study focused on 4 key predictive indicators associated with lower mortality and morbidity — anemia, albumin, adequacy and access (4As). IMPACT consisted of:

- (1) Structured New Patient Intake Process with a standardized admission order, referral fax, and an intake checklist;
- (2) 90-day Patient Education Program with an education manual and tracking checklist;
- (3) Tools for 90-day Patient Management Pathway including QOL; and
- (4) Data Monitoring Reports.

Data as of July, 2008 is reported. Patients in the IMPACT group were 60.6 ± 15.1 years old (mean±SD), 42.8% Caucasian, 61% male with 25% having a fistula. Results showed a reduction in 90-day mortality almost 2 percentage points lower (6.14% vs. 7.98%; $p < 0.10$) among IMPACT versus nonIMPACT patients. Changes among the 4As showed higher albumin levels from 3.5 to 3.6 g/dL (note that some IMPACT patients were on protein supplementation during this period) and patients achieving fistula access during their first 90-days was 25% vs. 21.4%, IMPACT and nonIMPACT, respectively ($p \leq 0.05$). However, only 20.6% of IMPACT patients achieved Hct targets ($33 \leq \text{Hb} \leq 36$) vs. 23.4% for controls ($p < 0.10$); some IMPACT patients may still have > 36 -level Hcts. Mean calculated Kt/V was 1.54 for IMPACT patients vs. 1.58 for nonIMPACT patients ($p \leq 0.05$).

IMPACT is a first step toward a comprehensive approach to reduce mortality of incident patients. We believe this focus may help us to better manage CKD as a continuum of care. Long-term mortality measures will help determine if this process really impacts patients in the intended way, resulting in longer lives and better outcomes.

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IMPACT Tools

Here's how the IMPACT program will help the team record data, educate patients and monitor their progress in your facilities.

- 1 Standard Order Template, a two-page form with drop-down menus that can be customized into a center-specific template
- 2 Intake Checklist to gather registration and clinical data prior to admission
- 3 Patient Announcement to alert teammates about new incident patients
- 4 Patient Education Book and Flip Chart to teach patients about dialysis
- 5 Tracking Checklist for the team to monitor progress over the first 90 days
- 6 IMPACT Scorecard to track monthly center summary and patient level detail for four clinical indicators: access, albumin, adequacy, anemia

STANDARD ORDER TEMPLATE

1

INTAKE CHECKLIST

2

3

Attention, teammates!
A new IMPACT patient is about to step up to the plate.

Let's become their biggest fans. Let's coach and encourage them. And let's cheer them along every step of their first 90 days.

GE

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4

5

IMPACT Management Checklist

Patient Name	Date	Access	Albumin	Adequacy	Anemia
111111	11/11/11	100%	3.5	1.2	100%
111112	11/11/11	100%	3.5	1.2	100%
111113	11/11/11	100%	3.5	1.2	100%
111114	11/11/11	100%	3.5	1.2	100%
111115	11/11/11	100%	3.5	1.2	100%



DaVita

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IMPACT SCORECARD

FACILITY: XYZ - Dialysis Facility
Group: Sample Group
Division: Sample Division
Region: Sample Region 1
Period: March 2009

Indicator	Target	Actual	Variance
Access	100%	98%	-2%
Albumin	3.5	3.2	-0.3
Adequacy	1.2	1.1	-0.1
Anemia	100%	99%	-1%



Headquarters
1627 Cole Blvd, Bldg 18
Lakewood CO 80401
1-888-200-1041

IMPACT

For more information, contact
1-800-400-8331

DaVita.com

Our Mission
To be the Provider,
Partner and Employer
of Choice

Core Values
Service Excellence
Integrity
Team
Continuous Improvement
Accountability
Fulfillment
Fun

**DaVita Inc.
Illinois Facilities**

Regulatory Name	Address 1	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST	QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE	ALTON	MADISON	IL	62002-5009	14-2619
Benton Dialysis	1151 ROUTE 14 W	BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE	CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE	NILES	COOK	IL	60714-4019	14-2712
Centralia Dialysis	1231 STATE ROUTE 161	CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Churchview Dialysis	5970 CHURCHVIEW DR	ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST	ELGIN	KANE	IL	60120-2125	14-2715
Crystal Springs Dialysis	720 COG CIRCLE	CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST	DECATUR	MACON	IL	62523-1155	142599
Dixon Kidney Center	1131 N GALENA AVE	DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis						
DSI Arlington Heights Renal Center	17 West Golf Road	Arlington Heights	COOK	IL	60005-3905	14-2628
DSI Buffalo Grove Renal Center	1291 W. Dundee Road	Buffalo Grove	COOK	IL	60089-4009	14-2650
DSI Evanston Renal Center	1715 Central Street	Evanston	COOK	IL	60201-1507	14-2511
DSI Hazel Crest Renal Center	3470 West 183rd Street	Hazel Crest	COOK	IL	60429-2428	14-2622
DSI Loop Renal Center	1101 South Canal Street,	Chicago	COOK	IL	60607-4901	14-2505
DSI Markham Renal Center	3053-3055 West 159th Street	Markham	COOK	IL	60428-4026	14-2575
DSI Schaumburg Renal Center	Town Center, NW Corner	Schaumburg	COOK	IL	60193-4072	14-2654
DSI South Holland Renal Center	16136 South Park Avenue	South Holland	COOK	IL	60473-1511	14-2544
DSI Waukegan Renal Center	1616 North Grand Avenue	Waukegan	LAKE	IL	60085-3676	14-2577
Edwardsville Dialysis	235 S BUCHANAN ST	EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580
Emerald Dialysis	710 W 43RD ST	CHICAGO	COOK	IL	60609-3435	14-2529

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**DaVita Inc.
Illinois Facilities**

Regulatory Name	Address 1	City	County	State	Zip	Medicare Certification Number
Freeport Dialysis	1028 S KUNKLE BLVD	FREERPORT	STEPHENSON	IL	61032-6914	14-2642
Granite City Dialysis Center	9 AMERICAN VLG	GRANITE CITY	MADISON	IL	62040-3706	14-2537
Illini Renal Dialysis	507 E UNIVERSITY AVE	CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Jacksonville Dialysis	1515 W WALNUT ST	JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST	JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kennedy Home Dialysis	5509 N CUMBERLAND AVE	CHICAGO	COOK	IL	60656-4702	14-2691
Lake County Dialysis Services	918 S MILWAUKEE AVE	LIBERTYVILLE	LAKE	IL	60048-3229	14-2552
Lake Park Dialysis	1531 E HYDE PARK BLVD	CHICAGO	COOK	IL	60615-3039	14-2717
Lake Villa Dialysis	37809 N IL ROUTE 59	LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lincoln Dialysis	2100 WEST FIFTH	LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	3157 N LINCOLN AVE	CHICAGO	COOK	IL	60657-3111	14-2528
Litchfield Dialysis	915 ST FRANCES WAY	LITCHFIELD		IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD	CHICAGO	COOK	IL	60608-3811	14-2668
Lockport Home Dialysis	16626 W 159TH ST	LOCKPORT	WILL	IL	60441-8019	14-2697
Logan Square Dialysis	2659 N MILWAUKEE AVE	CHICAGO	COOK	IL	60647-1643	14-2534
Macon County Dialysis	1090 W MCKINLEY AVE	DECATUR	MACON	IL	62526-3208	14-2584
Marion Dialysis	324 S 4TH ST	MARION	WILLIAMSON	IL	62959-1241	14-2570
Maryville Dialysis	2130 VADALABENE DR	MARYVILLE	MADISON	IL	62062-5632	14-2634
Maryville Home Dialysis	2136B VADALABENE DR	MARYVILLE	MADISON	IL	62062-5632	14-2686
Mattoon Dialysis	200 RICHMOND AVE E	MATTOON	COLES	IL	61938-4652	14-2585
Metro East Dialysis	5105 W MAIN ST	BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE	CHICAGO	COOK	IL	60634-4533	14-2649
Mount Vernon Dialysis	1800 JEFFERSON AVE	MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST	CHICAGO	COOK	IL	60655-3329	14-2660

**DaVita Inc.
Illinois Facilities**

Regulatory Name	Address 1	City	County	State	Zip	Medicare Certification Number
Olney Dialysis Center	117 N BOONE ST	OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY	MATTESON	COOK	IL	60443-2318	14-2548
Pittsfield Dialysis	640 W WASHINGTON ST	PITTSFIELD	PIKE	IL	62363-1350	14-2708
Robinson Dialysis	1215 N ALLEN ST	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE	ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD	ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE	RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Sauget Dialysis	2061 GOOSE LAKE RD	SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Skyline Home Dialysis	7009 W BELMONT AVE	CHICAGO	COOK	IL	60634-4533	14-2560
Springfield Central Dialysis	932 N RUTLEDGE ST	SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Stonecrest Dialysis	1302 E STATE ST	ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE	OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE	CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR	SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST	TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
TRC Children's Dialysis Center	2611 N HALSTED ST	CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE	VANDALIA	FAYETTE	IL	62471-2061	14-2693
Wayne County Dialysis	303 NW 11TH ST	FAIRFIELD	WAYNE	IL	62837-1203	14-2688

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DaVita Inc. Illinois Facilities						
Regulatory Name	Address 1	City	County	State	Zip	Medicare Certification Number
West Lawn Dialysis	7000 S PULASKI RD	CHICAGO	COOK	IL	60629-5842	14-2719
Whiteside Dialysis	2600 N LOCUST	STERLING	WHITESIDE	IL	61081-4602	14-2648
Woodlawn Dialysis	1164 E 55TH ST	CHICAGO	COOK	IL	60615-5115	14-2310

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1551 Wewatta Street
Denver, CO 80202
Tel: (303) 405-2100
www.davita.com

January 16, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

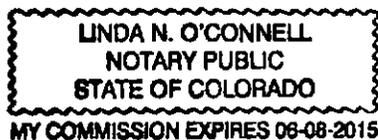
I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any facility owned or operated by DaVita Inc. or ISD Schaumburg, LLC during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

Luis Borgen
Chief Financial Officer
DaVita Inc.
ISD Schaumburg, LLC

Subscribed and sworn to me
This 16th day of January, 2012

Notary Public

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Attachment – 11C

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Purpose of the Project

1. The Applicants propose to add 6 dialysis stations to the existing facility located at 1156 South Roselle Road, Schaumburg, IL 60193 to meet the growing need for dialysis services in Chicago's Northwest suburbs. There is currently a need for 108 dialysis stations in HSA 7. The existing facility is insufficient to meet demand. For several years, the facility has operated near or above the State's 80% utilization standard. As of September 30, 2011, it is operating at 85%. As such, Schaumburg Renal Center must expand the facility to add 6 stations. Thus, the facility will continue to serve its current patients and meet rising demand in its geographic service area ("GSA").

The expansion is needed to serve the growing demand for dialysis services in Chicago's Northwest suburbs. Average utilization of the facility, as reported to The Renal Network (the "Renal Network Utilization Data") for the quarter ending September 30, 2011, is 85%. Although physicians typically press the facility to accommodate their sickest and most frail patients during the first and second shifts, it is often difficult for a patient to schedule dialysis during these shifts when facilities are operating at a utilization rate of 80%. In fact, there is a waiting list the first and second shifts at the facility. This results in patients receiving care on late shifts, which is suboptimal. For those patients that rely on friends and family members for transportation, it is a burden on the whole family system to have to travel to other facilities, especially for people who don't have cars. Furthermore, patients, many of whom rely on assistive devices, such as canes and walkers, are faced with additional safety hazards when arriving and departing the facility in the dark.

The proposed project, which includes the addition of 6 stations, will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. Additionally, the increase in capacity will enable DaVita to more effectively meet projected increases in demand set forth above. Utilization of existing facilities to accommodate growing need for dialysis is not feasible. As shown in Attachment – 12A, there are currently 18 existing or approved dialysis facilities within 30 minutes normal travel time of Schaumburg Renal Center. Based upon Renal Network Utilization Data for the quarter ended September 30, 2011, utilization of facilities in operation for at least two years was 74%. Requiring all facilities within a single GSA to operate at 80% is unrealistic. Notably, facilities often fill the first and second shifts when operating at such a high utilization rate. This forces patients to dialyze well into the evening during the week, and even on Saturdays. This no longer allows them to schedule dialysis around their lives, but instead requires patients to schedule their lives around dialysis.

Although, according to the Board's rules, the minimum size of a GSA is 30 minutes, because of population density and the general high demand for ESRD care that comes along with a high population, this requirement is inherently flawed for metropolitan Chicago. Furthermore, the patients Dr. Di Silvestro anticipates will initiate within the next 12 to 18 months reside within 15 minutes surrounding the facility. Each of the existing dialysis facilities within 15 minutes normal travel time of Schaumburg Renal Center are operating at or well above the State's 80% standard. In fact, average utilization among those facilities is 90%. Thus, 6 additional stations will help meet the State Board's own documented need of 108 stations in HSA 7.

Additionally, in the last year, 8 CON permits for 97 stations have been issued for HSA 7. Not one of the permits was for a DaVita facility. This planning area encompasses a large swath of metro Chicago (suburban Cook and DuPage Counties). The Board has approved the following projects: FMC Naperville – 16 stations (1/12); three US Renal in Oak Brook, Bolingbrook and Streamwood – 13 stations (10/11); FMC Northfield – 12-stations (10/11); Satellite – 16 stations (10/11); FMC Des Plaines – 12 stations (3/11); and FMC North Avenue – 2 station expansion (10/11). None are designed to meet the demand identified by this project and none of these facilities are within the Schaumburg area.

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Currently, the facility serves 73 ESRD patients, exceeding the State Board's 80% utilization standard. Dr. Vincent A. Di Silvestro, the Medical Director for Schaumburg Renal Center, is currently treating 116 pre-ESRD patients that reside in and around the City of Schaumburg. He has identified 60 Stage 4 and Stage 5 CKD patients that would likely be referred to Schaumburg Renal Center. See Attachment – 12B. Based upon attrition due to patient death, transplant, or return of function, it is projected that 39 of the patients will require dialysis within the next 12 to 18 months. Thus, approximately 112 patients will be referred to Schaumburg Renal Center within 12 to 18 months. This represents a 93% utilization rate, which exceeds the State's 80% standard. It is essential the Applicants obtain approval to expand the facility in order to continue providing necessary dialysis services to the Schaumburg community. Although there are other facilities in the area, they will not be able to easily accommodate Schaumburg patients due to high utilization.

2. A map of the market area for the proposed facility is attached at Attachment – 12C. The market area encompasses a 13 mile radius around the proposed facility. The boundaries of the market area are as follows:

- North approximately 30 minutes normal travel time to Lake Zurich
- Northeast approximately 30 minutes normal travel time to Buffalo Grove
- East approximately 5 minutes normal travel time to Park Ridge
- Southeast approximately 23 minutes normal travel time to La Grange Park
- South approximately 30 minutes normal travel time to Lisle
- Southwest approximately 30 minutes normal travel time to St. Charles
- West approximately 30 minutes normal travel time to Plato Center
- Northwest approximately 30 minutes normal travel time to Algonquin

3. Although most of the patients live within the immediate vicinity of the facility, the minimum size of a GSA is 30 minutes. Diabetes and hypertension (high blood pressure) are the two leading causes of CKD and ESRD. See Attachment 12D. The prevalence of identified CKD stages 1 to 4 has increased from 10% to 15.1% between 1988 and 2008. Increasing obesity levels, coupled with the aging population, are expected to lead to increased utilization. This is true in and Schaumburg as well. The State Board's own projections demonstrate a need in HSA 7 of 108 stations. The expansion of Schaumburg Renal Center will help the meet demand in the community.

The current patient utilization along with the pre-ESRD patients identified by Dr. Di Silvestro confirms this. Currently, the facility serves 73 ESRD patients, exceeding the State Board's 80% utilization standard. Dr. Di Silvestro is also currently treating 116 pre-ESRD patients that reside in and around the City of Chicago. He has identified 60 Stage 4 and Stage 5 CKD patients that would likely be referred to Schaumburg Renal Center. See Attachment – 12B. Based upon attrition due to patient death, transplant, or return of function, it is projected that 39 of the patients will require dialysis within the next 12 to 18 months. Thus, approximately 112 patients will be referred to Schaumburg Renal Center within 12 to 18 months. This represents a 93% utilization rate, which exceeds the State's 80% standard.

4. Source Information

The Renal Network, Utilization Data for the Quarter Ending September 30, 2011.

U.S. Census Bureau, American FactFinder, Fact Sheet, available at http://factfinder.census.gov/home/saff/main.html?_lang=en (last visited Nov. 18, 2011).

U.S. Renal Data System, USRDS 2010 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 2010 available at <http://www.usrds.org/2010/view/default.asp> (last visited Nov. 18, 2011).

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U.S. Renal Data System, USRDS 2007 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 2007 available at <http://www.usrds.org/atlas07.aspx> (last visited Nov. 18, 2011).

5. As stated, the Schaumburg Renal Center is currently operating at approximately 85% utilization. Although physicians typically press the facility to accommodate their sickest and most frail patients during the first and second shifts, it is often difficult for a patient to schedule dialysis during these shifts when facilities are operating near 80% utilization. In fact, there is waiting list for first and second shifts at the facility. The proposed project, which includes the addition of 6 stations, will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. Additionally, the increase in capacity will enable DaVita to more effectively meet projected increases in demand set forth above.

6. The Applicants anticipate the proposed facility will have quality outcomes comparable to other DaVita facilities. Additionally, in an effort to better serve all kidney patients, DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers - dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients, the monetary result of which was \$509M in hospitalization savings to the health care system and the American taxpayer in 2010.

1/6/10

Table 1110.230(b)(1) Facilities within 30 Minutes Driving Distance of Proposed Facility

Facility	City	Distance	Time	Adjusted Time	Stations	Patients (9/30/11)	Utilization
RCG - Schaumburg	Schaumburg	0	0	0	14	71	84.52%
Elk Grove Dialysis Center	Elk Grove Village	3.33	9	10.35	28	133	79.17%
Neomedica Dialysis Ctrs - Hoffman Estates	Hoffman Estates	6.84	12	13.8	17	114	111.76%
ARA-South Barrington Dialysis	S. Barrington	7.93	14	16.1	14	57	67.86%
RCG - Arlington Heights Northwest Kidney Center	Arlington Heights	7.99	14	16.1	18	60	55.56%
Neomedica Dialysis Ctrs - Rolling Meadows	Rolling Meadows	8.13	15	17.25	24	93	64.58%
Glendale Heights Dialysis Center	Glendale Heights	11.05	16	18.4	17	89	87.25%
RCG Villa Park	Villa Park	11.36	16	18.4	24	123	85.42%
Fresenius Medical Care of West Chicago	West Chicago	14.07	21	24.15	12	23	31.94%
RCG-Buffalo Grove	Buffalo Grove	13.42	21	24.15	16	66	68.75%
Fresenius Medical Care -Lombard	Lombard	14.59	22	25.3	12	7	9.72%
Fresenius Medical Care Palatine	Palatine	11.64	22	25.3	12	11	15.28%
Cobblestone Dialysis	Elgin	13.64	24	27.6	14	66	78.57%
North Avenue Dialysis Center	Melrose Park	16.54	24	27.6	22	119	90.15%
Downers Grove Dialysis Center	Downers Grove	17.1	25	28.75	19	104	91.23%
LaGrange Dialysis Center	Westchester	17.87	25	28.75	20	88	73.33%
Loyola Dialysis Center	Maywood	18.62	25	28.75	30	138	76.67%
Fresenius Medical Care Northwest	Norridge	15.56	26	29.9	16	51	53.13%

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Northwest Kidney Kare
121 S. Wilke Rd. Suite #111
Arlington Heights, IL 60005
Vincent A. Di Silvestro, M.D.

January 27, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

I am the medical director for Schaumburg Renal Center and the primary attending nephrologist rounding on patients at this facility. I am writing to ask that the CON Board approve DaVita's proposed expansion of Schaumburg Renal Center. Specifically, DaVita proposes to add 6 dialysis stations to the existing facility located at 1156 South Roselle Road, Schaumburg, Illinois 60193 to meet the growing need for dialysis services in the Chicago metropolitan community.

Based on increasing demand in the suburban Chicago Planning Area, HSA 7, your Board staff has determined that there is a need for 108 dialysis stations in the area where this facility operates. The first and second shifts at the Schaumburg facility are full and we are unable to accommodate new patients at this time. Average utilization at this facility since 2008 has been above 80%. For a variety of reasons, the first and second shifts are in the highest demand. It is often difficult for a patient to schedule dialysis during these shifts when facilities are operating over 80% utilization, as this one is. Due to the limited size of this facility, we've had to send patients away to facilities more distant from their homes and it is very difficult to give patients any choice in selecting treatment times. If a slot opens up for a new patient at this facility, it is almost always for the later week shift which requires patients to dialyze on Saturdays. This means they cannot leave town for weekend family visits or other trips unless they find a dialysis facility where they want to visit that can accommodate them as a transient patient.

The proposed expansion will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. As we say, it will alleviate the problem of patients having to schedule their lives around dialysis, as opposed to scheduling their dialysis around their lives. Furthermore, operating in 4 station pods will also provide for the most effective staffing of the unit.

Schaumburg Renal Center is currently treating 73 ESRD patients. A list of current patients by initials and zip code is attached at Attachment 1. The total number of in-center hemodialysis

Attachment - 12B

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patients I have referred by facility and zip code of residence for the most recent three years as reported to The Renal Network is attached hereto at Attachment 2. Additionally, I am currently treating 116 chronic kidney disease patients that reside in and around Schaumburg. While I will continue to refer patients to existing facilities in the area, we have identified 60 pre-ESRD patients as potential referrals to the new dialysis facility. Based upon a conservative attrition rate due to patient death, transplant, or return of function, I anticipate that I will refer 39 patients for in-center hemodialysis within the next 12 to 18 months. A list of these pre-ESRD patients by initials and zip code is attached hereto as Attachment 3. Thus, approximately 112 patients will receive treatment at Schaumburg Renal Center within the next 12 to 18 months following project completion.

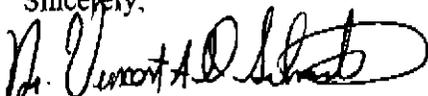
It is essential that the Board approves this project because dialysis utilization rate trends demonstrate a need for these additional facilities and because this facility's patient base is significant. Some facilities in a 30 minute area may still be ramping up to 80%. However, because the CON Board procedures and construction projects take time, we need to initiate the process to getting the stations operational now and prior to a need to initiate a fourth shift. Not only would a fourth shift be difficult, but it is impractical to ask me to round at facilities that have small pockets of station availability as it is already onerous for me to travel several times a month during all the various shift to the several facilities where my patients already dialyze

These patient referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed expansion of Schaumburg Renal Center.

Sincerely,



Vincent A. Di Silvestro, M.D.
Nephrologist

Subscribed and sworn to me
This 27 day of January, 2012

Notary Public relaxed



**ATTACHMENT 1
CURRENT ESRD PATIENTS**

Inttals	Zip Code
AC	60107
AC	60194
AD	60194
AK	60193
AM	60107
AP	60169
AP	60103
AS	60193
BG	60193
BM	60169
BW	60133
CC	60133
CD	60194
CF	60169
CK	60192
CM	60193
CS	60124
CW	60169
DA	60193
DA	60173
DB	60193
DG	60193
DK	60193
DO	60168
DR	60169
EH	60133
EM	60177
ES	60193
FP	60193
GS	60108
JB	60194
JG	60108
JH	60007
JM	60107
JP	60194
KH	60103
KK	60107
LM	60103
LW	60193
MA	60194
MD	60133
MD	60172
MH	60172
MM	60133
MP	60193

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MP	60193
MS	60124
OS	60133
PB	60172
PF	60193
PG	60193
PH	60193
PM	60133
RA	60124
RA	60193
RB	60172
RC	60107
RD	60133
RG	60169
RH	60193
RM	60193
RP	60193
RS	60107
RT	60108
RW	60193
SD	60108
SP	60193
SR	60193
TK	60172
TP	85379
TR	60193
TT	60172
YP	60193

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**ATTACHMENT 2
HISTORICAL ESRD PATIENTS**

Arlington Heights Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
13152	1	13152	1	13152	1	
20876	1	19067	1	29582	1	1
33064	1	20876	1	34116	1	
44095	1	33064	1	34209	1	
48141	1	44095	1	34786	1	
48174	1	44720	1	44095	1	
49938	1	49938	1	48207	1	
53150	1	52001	1	49938	1	
55391	1	60004	3	52722	1	
60004	5	60005	10	54495	1	
60005	6	60007	1	60004	7	1
60007	3	60008	5	60005	7	1
60008	6	60013	1	60008	3	1
60013	1	60016	1	60010	1	
60016	1	60018	3	60013	1	
60018	5	60056	9	60056	8	3
60056	11	60067	2	60057	1	
60067	1	60068	1	60062	1	
60070	1	60070	1	60067	1	
60074	1	60089	2	60070	1	
60089	1	60090	2	60074	2	1
60090	2	60106	2	60089	3	
60102	1	60142	1	60090	6	
60106	2	60163	1	60107	1	
60142	1	60173	2	60108	1	
60173	1	60194	1	60124	1	1
60177	1	60630	1	60142	1	
60191	1	60655	1	60148	1	1
60194	1	60706	1	60163	1	
60453	1	60714	2	60177	1	
60649	1	71909	1	60194	1	
60655	1	85044	1	60202	1	
60714	2	85284	1	60625	1	
90019	1	85338	1	60626	1	
91754	1	90019	1	60630	1	
Total	68	91754	1	60645	1	
		98198	1	60656	2	1
		Total	68	60706	1	
				60714	1	
				90044	1	
				90065	1	
				94603	1	

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631232	1	
Total	73	11

Buffalo Grove						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60004	4	60004	4	60004	6	
60057	1	60010	1	60010	3	1
60060	1	60040	1	60040	2	
60062	1	60057	1	60057	1	
60067	1	60060	1	60060	1	
60069	1	60062	1	60062	1	
60070	3	60067	1	60067	3	2
60074	2	60069	1	60068	1	1
60089	10	60070	1	60069	1	
60090	3	60073	1	60070	2	
Total	27	60074	3	60073	1	
		60089	5	60074	3	
		60090	7	60089	8	2
		60010	1	60090	9	
		60089	1	60102	1	1
		Total	30	Total	43	7

Cobblestone Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60102	1	60102	1	60110	2	2
60120	1	60120	2	60120	2	
60123	3	60123	2	60123	3	1
Total	5	Total	5	60177	3	1
				Total	10	4

Crystal Springs			
2010		2011	
Zip Code	Patients	Zip Code	Patients
60102	1	60102	1
60013	1	60013	1
Total	2	Total	2

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Cumberland					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60656	2	60634	1	60656	1
Total	2	Total	1	60708	1
				Total	2

Elk Grove Dialysis Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60007	4	60007	2	60007	1
60009	1	60009	3	60009	1
60143	2	60143	1	60172	1
60172	1	60191	1	Total	3
Total	8	Total	7		

FMC Hoffman Estates					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60192	5	60192	3	60192	6
60067	2	60067	1	60067	3
60010	1	60173	4	60173	2
Total	8	Total	8	60010	1
				Total	12

Resurrection Medical Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60631	2	60631	1	60631	2
Total	2	60068	1	Total	2
		Total	2		

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**ATTACHMENT 3
PRE-ESRD PATIENTS**

Initials	Zip Code
R.B.	60005
F.B.	60067
J.B.	60010
R.B.	60051
M.B.	60067
J.B.	60067
E.B.	60089
J.B.	60007
L.B.	60107
R.B.	60067
W.B.	60067
O.C.	60177
E.C.	60074
D.C.	60060
B.C.	60047
M.C.	60164
V.C.	60067
J.C.	60018
E.C.	60042
R.D.	60084
L.D.	60004
A.D.	60068
P.D.	60856
V.D.	60089
M.E.	60074
L.E.	60107
A.F.	60061
J.F.	60008
S.F.	60193
R.F.	60103
H.F.	60004
F.G.	60067
M.G.	60062
R.G.	60016
D.H.	60131
J.H.	60107
J.H.	60177
C.H.	60193
D.H.	60089
R.H.	60101
A.H.	60108
H.H.	60107
H.H.	60630
W.J.	60074
W.J.	60102

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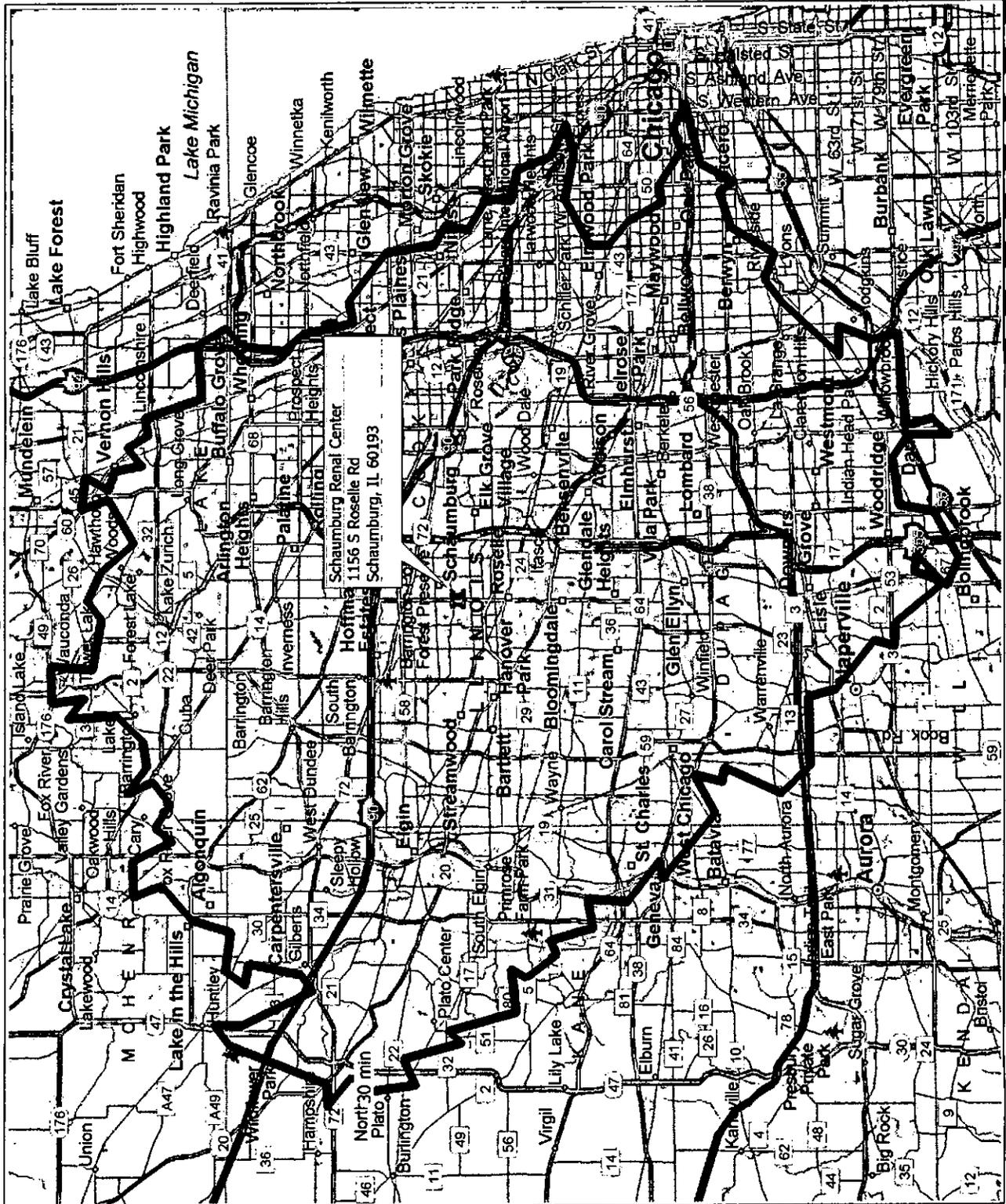
W.J.	60192
D.K.	60004
J.K.	60010
S.K.	60056
S.K.	60631
G.K.	60005
J.L.	60074
L.L.	60056
J.L.	60021
C.L.	60193
Y.L.	60005
M.M.	60056
C.M.	60004
E.M.	60061
R.M.	60047
R.M.	60103
P.M.	60169
J.M.	60004
E.M.	60007
J.M.	60069
J.N.	60067
R.N.	60067
A.O.	60004
F.O.	60074
K.P.	60007
S.P.	60047
J.P.	60193
G.P.	60067
M.R.	60103
J.R.	60004
C.R.	60004
R.R.	60007
V.R.	60089
F.R.	60194
C.R.	60089
N.S.	60193
B.S.	60194
A.S.	60016
T.S.	60019
J.S.	60047
G.S.	60067
E.S.	60067
P.S.	60008
C.S.	60005
I.T.	60061
L.T.	60630
J.T.	60089
J.T.	60047
M.T.	60042

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N.U.	60133
L.V.	60108
V.W.	60004
C.W.	60188
R.W.	60008
J.W.	60609
N.W.	60169
R.A.	60042
A.B.	60010
E.D.	60005
J.D.	60110
B.D.	60074
M.H.	60004
C.J.	60165
N.K.	60067
C.M.	60074
N.M.	60192
J.O.	60173
L.O.	60053
M.P.	60502
D.P.	60084
L.Z.	60056

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Schaumburg Renal Center



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Editorial Review

The obesity epidemics in ESRD: from wasting to waist?

Carmine Zoccali

Nephrology, Dialysis and Transplantation Unit and CNR-IBIM Clinical Epidemiology and Pathophysiology of Renal Diseases and Hypertension, Reggio Calabria, Italy

Keywords: CKD; ESRD; malnutrition; metabolic syndrome; obesity

During the last six decades, from the World War II years on, the phenotype of human beings has changed profoundly. The dominant slim, pale and light phenotype of the 1920s has gradually been overthrown by the heavy, large and ponderous phenotype of obese people. Obesity is rampant in the USA (<http://www.cdc.gov/nccdphp/dnpa/obesity/trend/maps/>, accessed on 20th July 2008) and, even though to a lesser degree, most European countries share the same epochal evolution [1]. Type 2 diabetes and cardiovascular diseases are the two most important non-communicable disease outcomes of obesity. Abdominal obesity is strongly associated, and at least in part in a causal manner, with hypertension, dyslipidaemia and impaired insulin resistance [2]. Well beyond these complications, neoplasia [3], greater exposure to drugs of various sort, sterility [4], asthma [5], non-alcoholic liver disease [6] and osteoarthritis [7] are all much concerning sequelae of this epidemics. The risk of disease and disability attributable to overweight and obesity starts early, just when the upper limit of the ideal body mass index (BMI) (21–23 kg/m²) is trespassed and rises linearly at progressively higher BMI levels [8,9]. The burden of disease attributable to excess BMI among adults in the USA is enormous. Obesity at age 40 years reduced life expectancy by ~7 years in women and by ~6 years in men in the Framingham cohort [10]. In Europe, more than 1 million deaths and ~12 million life-years of ill health (disability adjusted life-years—DALYs) were counted in 2000 [9].

Obesity epidemics in the dialysis population

Until now the major focus of nutrition research in dialysis patients has been on low BMI and protein energy wasting

[11]. The identification and elucidation of this pervasive condition in the dialysis population has certainly been a major achievement of modern nephrology. However, a thorough refocusing of the problem is needed. In Western countries, overweight and obesity have now gained the ominous role of leading risk factors for chronic kidney disease (CKD) [12]. The pathophysiological underpinnings of obesity-related CKD are still unclear, but solid working hypothesis have been formulated and the issue is being intensively investigated in experimental models and in human studies [13]. From an epidemiologic point of view, the association between BMI and the incidence of ESRD has been convincingly established in population-based studies in Japanese men [14] and in American people [15]. Obesity is one of the most frequent risk factors for progressive CKD in the general population. For this reason, this condition has become highly prevalent in dialysis units (Figure 1). The problem was nicely described by Kramer *et al.*, in synchronic analyses based on the USRDS and on the Behavioral Risk Factor Surveillance System of the Centers for Disease Control and Prevention [16]. During a relatively brief period (just 8 years, from 1994 to 2002), the mean BMI increased from 25.7 kg/m² among incident patients in 1995 to 27.5 kg/m² in 2002 and from 25.7 to 26.7 kg/m² in the total US population (Figure 2). Overall in 2002, almost one-third of incident dialysis patients were obese and, worryingly so, the prevalence of patients with stage 2 obesity (BMI > 35 kg/m²) increased by 63%. As expected, the prevalence of obesity was higher in diabetics than in non-diabetics with a forecasted 2007 prevalence of total obesity in these patients as high as 44.6%. The predicted population average of BMI for 2007 (~28 kg/m²) clearly indicates that just a small fraction of dialysis patients in the USA have a normal or a low body weight. In a cohort of incident dialysis patients (1997–2004) in Europe (the Netherlands) [17], the average BMI was 25.3 kg/m² showing that in the other side of the Atlantic more than half of ESRD patients are overweight or obese. In brief, there is unmistakable evidence that the obese phenotype is at least as frequent in the dialysis population as it is in the general population. Thus, nutritional disorders in ESRD should be interpreted in a context that takes into appropriate account that fat excess rather than fat deficiency is the most common trait in dialysis patients.

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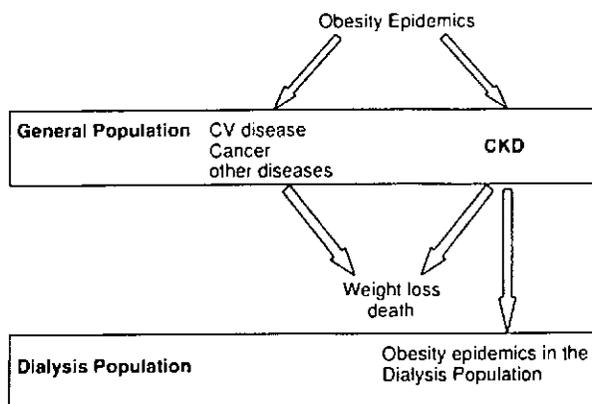


Fig. 1. Simple model whereby the obesity epidemics in the general population generate a parallel obesity epidemics in the dialysis population. Death and weight loss generated by CKD and other obesity-driven diseases represent competing risks that limit the rise in the prevalence of obesity in the dialysis population.

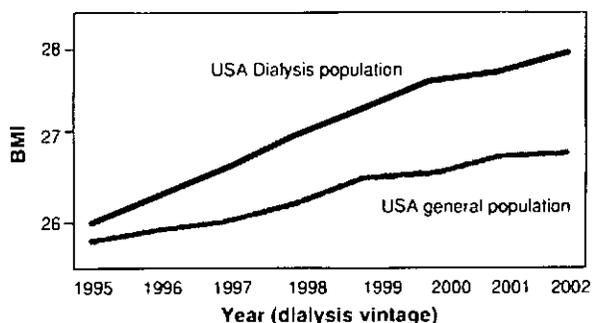


Fig. 2. Temporal trends in BMI (kg/m²) among incident ESRD patients population by year of dialysis initiation and in the coeval general US population (Behavioral Risk Factor Surveillance System). Redrawn from Kramer HJ *et al.* [16].

Obesity and the reverse epidemiology conundrum in ESRD

The term 'reverse epidemiology' has been widely adopted to describe the apparently paradoxical inverse association between mortality and BMI and other risk factors in ESRD. Studies in renal registries [18], in clinical databases [19] and in large, international studies [20] have coherently shown that BMI is indeed inversely associated with death risk. This phenomenon is not typical of ESRD being common also to other chronic conditions, including cardiovascular disease [21,22]. The term 'reverse epidemiology' has fierce opponents [23]. It was emphasized that rules of epidemiology have not been reversed in dialysis patients, and recent data in a European dialysis cohort documented that the relationship between the BMI and mortality does not deviate from that of the coeval background population [17]. In addition, most studies did not adequately control for potential confounders such as cancer and CHF, and smoking. The main reason of concern with the term 'reverse' is that such a definition may distract from the complexity of the ESRD population and

may facilitate confusion between association and causation thus diverting clinical attention and scientific research from truly important issues related to risk factors modification in this population [23]. There is no question that obesity was a trait providing survival advantage to our ancestors at a time when famine and infectious diseases decimated the population and when the average duration of human life was 40 years or less [24]. The same survival advantage may apply to high-risk conditions such as cardiac disease, cancer and ESRD that are all characterized by a short life expectancy and by specific (non-Framingham) risk factors. Any case studying risk factors for survival in the dialysis population in no way imposes deviations from classic epidemiology principles. In this respect, there is absolutely no dissent on the fact that a high BMI *per se* should not be seen as a necessarily protective factor in ESRD. In fact, current guidelines in ESRD recommend a multidimensional assessment of nutritional status [25,26] both for prognosis and treatment while the very champions of the 'reverse epidemiology' concept accurately dissected the BMI-protein balance link when assessing the risk of malnutrition in this population [27].

How to measure the obesity burden in epidemiological studies

Defining obesity and how to measure it is of fundamental importance if we are to develop disease-specific studies in ESRD. However, in broad terms, the very essence of obesity and how it should be measured in population studies is an unsettled problem. This is so in epidemiological research in general and in research specific to ESRD as well. Most of the progress on the understanding of the detrimental effect of fat excess on human health was made in studies based on the BMI. In recent years, this time-honoured metric has been under intense scrutiny and, on the basis of a thorough meta-analysis, eminent epidemiologists came to the conclusion that the BMI is an inadequate metric for the cardiovascular risk of obesity [28]. Authoritative claims have been made that BMI should be abandoned straightaway [29]. Which is the best metric of this condition remains highly controversial. Proper positioning of the indicators of obesity may be obtained by studying the inter-correlation between the various metrics, their relationship with clinical outcomes and by cogent biological knowledge. Detailed analyses of the relationship between BMI, overall fat mass, waist circumference and abdominal visceral fat (as measured by computed tomography) in Caucasian and African American population samples have been made [30]. Collectively, the mean correlation between BMI and fat mass in these populations was very high ($r = 0.94$). Of note, waist circumference correlated very well both with BMI ($r = 0.93$) and overall fat mass ($r = 0.92$). Finally, BMI ($r = 0.72$) as well as the other metrics (fat mass $r = 0.73$; waist circumference $r = 0.77$) correlated equally well with abdominal visceral adiposity by CT. Since the major factor implicated in the health risks of obesity seems to be the excess adipose tissue and/or some aspects of cell biology, the data on the relationship between BMI and overall fat mass

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would be against the contention that BMI is not a valid surrogate for fat mass, at least in apparently healthy adults in the community. The same reasoning applies to waist circumference. Since most of the variance in obesity-related anthropometrics is captured by BMI, some obesity experts see no reason to replace BMI by waist circumference or other metrics as a measure of obesity [30]. However, it has been argued that this position does not consider that analyses in apparently healthy subjects may not apply to patients with chronic conditions. Furthermore, simple analyses on inter-correlations between indicators of obesity in no way can surrogate the study of the relationship of these measurements with clinical outcomes, which is the ultimate, adjudicative criterion. In this respect, it is well demonstrated that waist circumference and the related metric waist hip ratio (WHR) add prognostic information at any level of BMI. In a large survey based on the III National Health and Examination survey within the three BMI categories of normal weight, overweight and class I obesity, a larger waist circumference coherently identified individuals at an increased health risk [31]. Likewise, the WHR was the strongest body size measure associated with myocardial infarction in the INTERHEART study, a world-wide extended case-control study [32]. Importantly, in this study, BMI lost substantial prognostic value in an analysis adjusting for WHR and other risk factors while the predictive power of WHR became stronger after these statistical adjustments, which is in line with biological evidence indicating that visceral fat is a relevant source of endogenous compounds impinging upon cardiovascular health. Whether metrics of waist circumference hold prognostic value for death and cardiovascular complications in patients with chronic diseases other than myocardial infarction is still unknown [33].

Obesity and protein energy wasting in ESRD: a two-dimensional problem

BMI is the most used anthropometric measure of overall body size in ESRD. The limitations of this metric are well known to nephrologists [11]. BMI does not distinguish between fat mass and lean mass. At similar BMI, percentage of body fat may differ considerably in people who exercise heavily and in sedentary people. Furthermore, in the elderly and non-Caucasian populations, the relationship between BMI and fat depots is different from that in the young and Caucasian populations [34]. Importantly, BMI does not give information on segmental fat distribution (abdominal versus peripheral fat), a phenomenon with metabolic and clinical bearings. Abdominal obesity is largely caused by the accumulation of visceral (or intra-abdominal) fat while peripheral obesity is mainly characterized by subcutaneous fat accumulation. Due to metabolic differences of the two fat depots, the two may differ in their role of predicting metabolic disturbances and clinical events. Although still not adequately emphasized, the notion that nutritional disorders in ESRD cannot be merely classified on the basis of BMI is well recognized. In 2003, Beddhu *et al.* [35] looked at the problem of which body component (increased

muscle mass or body fat) confers survival advantage in a large cohort of incident haemodialysis patients with high BMI. Twenty-four-hour urinary creatinine excretion prior entering regular dialysis treatment was used as a measure of muscle mass. Patients with high BMI had lower death risk than those with a normal or low BMI. However, high BMI patients with relatively low muscle mass (urinary creatinine ≤ 0.55 g/day) had higher risk of all-cause (HR, 1.14; $P < 0.001$) and cardiovascular (HR, 1.19; $P < 0.001$) deaths than patients with the same BMI but low muscle mass. Similarly, in a recent study by Honda in a relatively small cohort of ESRD patients in Sweden [36], protein-energy wasting (as measured by the subjective global assessment of nutrition) was equally prevalent in patients with low, normal and high BMI. In this cohort, BMI *per se* did not predict mortality. However, for each BMI group, protein-energy malnutrition was associated with increased death risk. Overall, these studies show that 'obese sarcopenia', i.e. a high body mass in the face of a low urinary creatinine or protein energy malnutrition, underlies a high death risk in ESRD patients thus indicating that the prognostic value of nutritional status in dialysis patients should be based on the BMI and on metrics of muscle mass and/or protein-energy balance.

Anthropometric measures of visceral fat accumulation such as waist circumference and the WHR are directly associated with all-cause and CV mortalities in the general population. Notwithstanding, ESRD is a chronic condition where nutrition disorders are exceedingly common, and no specific studies of these metrics are available in dialysis patients. Also in light of the rising tide of overweight and obesity in the ESRD population and of the adverse clinical outcomes observed in obese sarcopenia [35,36], the issue of simultaneously testing the prognostic value of metrics of overall body size (like the BMI) and segmental fat accumulation (waist circumference and WHR) in ESRD patients appears to be of major relevance. Very recently, relevant information on the validity of waist circumference as a measure of visceral fat accumulation has been gathered in patients with CKD [37]. In a series of 122 Brazilian patients with stage 3–5 CKD, this metric was strongly associated with visceral fat as measured by abdominal computed tomography and the association of this measurement with cardiovascular risk factors was of the same magnitude of that observed for visceral fat. These findings suggest that waist circumference is a simple and cheap instrument that may be applied for investigating the role of visceral fat on health outcomes in epidemiological studies in patients with renal diseases. In a combined cohort composed by patients enrolled in the Atherosclerosis Risk in Communities (ARIC) and the Cardiovascular Health Study (CHS), a larger waist hip ratio was associated with a 22% risk excess for incident CKD and a 12% risk excess for a combined outcome composed by incident CKD and death [38]. In the same study, BMI appeared protective for the composite outcome but did not predict the risk for CKD. Likewise, in another study in the same cohort [39], a large waist hip ratio was associated with an increased risk of cardiac events while obesity, defined on the basis of BMI > 30 kg/m², did not predict these events. Overall these analyses indicate that, like in the general population, measures of abdominal fat accumulation maintain a direct association with the

risk for CKD, cardiovascular events and death. Thus testing the value of these metrics in ESRD appears to be of foremost importance. This may be problematic in patients treated with peritoneal dialysis where other options for risk stratification can be envisaged [40]. Overall, combining estimates of overall body size such as the BMI and of abdominal fat accumulation such as waist circumference may indeed refine the prognostic power of these measurements and produce interesting hypotheses for future clinical trials in ESRD patients. For example, does weight loss confer a health benefit in patients with a high BMI and a high waist circumference? Conversely, does a relatively large waist circumference in the face of a normal or low BMI identify patients at the highest risk of adverse clinical outcomes? Does the relationship between waist circumference and the waist hip ratio with biomarkers of inflammation observed in the general population and in patients with cardiovascular diseases hold true in ESRD and is this relationship modified by the BMI in these patients? In light of the pervasiveness of the obesity epidemics (as defined on the basis of the BMI) in ESRD, studying anthropometric measurements of visceral obesity as related to health outcomes in this population appears to be an absolute research priority.

Conflict of interest statement. None declared.

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National Kidney & Urologic Diseases Information Clearinghouse (NKUDIC)

Kidney Disease of Diabetes

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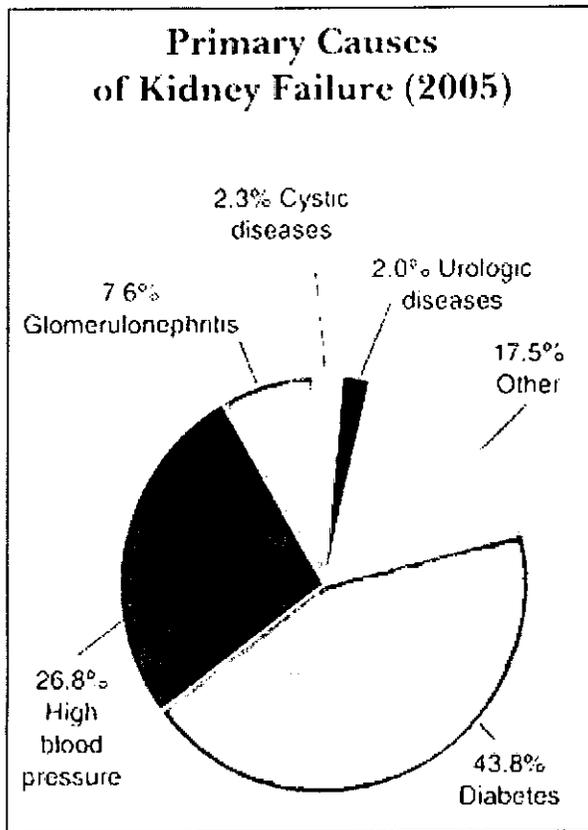
The Burden of Kidney Failure

Each year in the United States, more than 100,000 people are diagnosed with kidney failure, a serious condition in which the kidneys fail to rid the body of wastes.¹ Kidney failure is the final stage of chronic kidney disease (CKD).

Diabetes is the most common cause of kidney failure, accounting for nearly 44 percent of new cases.¹ Even when diabetes is controlled, the disease can lead to CKD and kidney failure. Most people with diabetes do not develop CKD that is severe enough to progress to kidney failure. Nearly 24 million people in the United States have diabetes,² and nearly 180,000 people are living with kidney failure as a result of diabetes.¹

People with kidney failure undergo either dialysis, an artificial blood-cleaning process, or transplantation to receive a healthy kidney from a donor. Most U.S. citizens who develop kidney failure are eligible for federally funded care. In 2005, care for patients with kidney failure cost the United States nearly \$32 billion.¹

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Source: United States Renal Data System. *USRDS 2007 Annual Data Report*.

African Americans, American Indians, and Hispanics/Latinos develop diabetes, CKD, and kidney failure at rates higher than Caucasians. Scientists have not been able to explain these higher rates. Nor can they explain fully the interplay of factors leading to kidney disease of diabetes—factors including heredity, diet, and other medical conditions, such as high blood pressure. They have found that high blood pressure and high levels of blood glucose increase the risk that a person with diabetes will progress to kidney failure.

¹United States Renal Data System. *USRDS 2007 Annual Data Report*. Bethesda, MD: National Institute of Diabetes and Digestive and Kidney Diseases, National Institutes of Health, U.S. Department of Health and Human Services; 2007.

²National Institute of Diabetes and Digestive and Kidney Diseases. *National Diabetes Statistics, 2007*. Bethesda, MD: National Institutes of Health, U.S. Department of Health and Human Services, 2008.

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The Course of Kidney Disease

Diabetic kidney disease takes many years to develop. In some people, the filtering function of the kidneys is actually higher than normal in the first few years of their diabetes.

Over several years, people who are developing kidney disease will have small amounts of the blood protein albumin begin to leak into their urine. This first stage of CKD is called microalbuminuria. The kidney's filtration function usually remains normal during this period.

As the disease progresses, more albumin leaks into the urine. This stage may be called macroalbuminuria or

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proteinuria. As the amount of albumin in the urine increases, the kidneys' filtering function usually begins to drop. The body retains various wastes as filtration falls. As kidney damage develops, blood pressure often rises as well.

Overall, kidney damage rarely occurs in the first 10 years of diabetes, and usually 15 to 25 years will pass before kidney failure occurs. For people who live with diabetes for more than 25 years without any signs of kidney failure, the risk of ever developing it decreases.

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Diagnosis of CKD

People with diabetes should be screened regularly for kidney disease. The two key markers for kidney disease are eGFR and urine albumin.

- **eGFR.** eGFR stands for estimated glomerular filtration rate. Each kidney contains about 1 million tiny filters made up of blood vessels. These filters are called glomeruli. Kidney function can be checked by estimating how much blood the glomeruli filter in a minute. The calculation of eGFR is based on the amount of creatinine, a waste product, found in a blood sample. As the level of creatinine goes up, the eGFR goes down.

Kidney disease is present when eGFR is less than 60 milliliters per minute.

The American Diabetes Association (ADA) and the National Institutes of Health (NIH) recommend that eGFR be calculated from serum creatinine at least once a year in all people with diabetes.

- **Urine albumin.** Urine albumin is measured by comparing the amount of albumin to the amount of creatinine in a single urine sample. When the kidneys are healthy, the urine will contain large amounts of creatinine but almost no albumin. Even a small increase in the ratio of albumin to creatinine is a sign of kidney damage.

Kidney disease is present when urine contains more than 30 milligrams of albumin per gram of creatinine, with or without decreased eGFR.

The ADA and the NIH recommend annual assessment of urine albumin excretion to assess kidney damage in all people with type 2 diabetes and people who have had type 1 diabetes for 5 years or more.

If kidney disease is detected, it should be addressed as part of a comprehensive approach to the treatment of diabetes.

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Effects of High Blood Pressure

High blood pressure, or hypertension, is a major factor in the development of kidney problems in people with

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diabetes. Both a family history of hypertension and the presence of hypertension appear to increase chances of developing kidney disease. Hypertension also accelerates the progress of kidney disease when it already exists.

Blood pressure is recorded using two numbers. The first number is called the systolic pressure, and it represents the pressure in the arteries as the heart beats. The second number is called the diastolic pressure, and it represents the pressure between heartbeats. In the past, hypertension was defined as blood pressure higher than 140/90, said as "140 over 90."

The ADA and the National Heart, Lung, and Blood Institute recommend that people with diabetes keep their blood pressure below 130/80.

Hypertension can be seen not only as a cause of kidney disease but also as a result of damage created by the disease. As kidney disease progresses, physical changes in the kidneys lead to increased blood pressure. Therefore, a dangerous spiral, involving rising blood pressure and factors that raise blood pressure, occurs. Early detection and treatment of even mild hypertension are essential for people with diabetes.

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Preventing and Slowing Kidney Disease

Blood Pressure Medicines

Scientists have made great progress in developing methods that slow the onset and progression of kidney disease in people with diabetes. Drugs used to lower blood pressure can slow the progression of kidney disease significantly. Two types of drugs, angiotensin-converting enzyme (ACE) inhibitors and angiotensin receptor blockers (ARBs), have proven effective in slowing the progression of kidney disease. Many people require two or more drugs to control their blood pressure. In addition to an ACE inhibitor or an ARB, a diuretic can also be useful. Beta blockers, calcium channel blockers, and other blood pressure drugs may also be needed.

An example of an effective ACE inhibitor is lisinopril (Prinivil, Zestril), which doctors commonly prescribe for treating kidney disease of diabetes. The benefits of lisinopril extend beyond its ability to lower blood pressure: it may directly protect the kidneys' glomeruli. ACE inhibitors have lowered proteinuria and slowed deterioration even in people with diabetes who did not have high blood pressure.

An example of an effective ARB is losartan (Cozaar), which has also been shown to protect kidney function and lower the risk of cardiovascular events.

Any medicine that helps patients achieve a blood pressure target of 130/80 or lower provides benefits. Patients with even mild hypertension or persistent microalbuminuria should consult a health care provider about the use of antihypertensive medicines.

Moderate-protein Diets

In people with diabetes, excessive consumption of protein may be harmful. Experts recommend that people with kidney disease of diabetes consume the recommended dietary allowance for protein, but avoid high-protein diets. For people with greatly reduced kidney function, a diet containing reduced amounts of protein may help delay the onset of kidney failure. Anyone following a reduced-protein diet should work with a dietitian to ensure

adequate nutrition.

Intensive Management of Blood Glucose

Antihypertensive drugs and low-protein diets can slow CKD. A third treatment, known as intensive management of blood glucose or glycemic control, has shown great promise for people with diabetes, especially for those in the early stages of CKD.

The human body normally converts food to glucose, the simple sugar that is the main source of energy for the body's cells. To enter cells, glucose needs the help of insulin, a hormone produced by the pancreas. When a person does not make enough insulin, or the body does not respond to the insulin that is present, the body cannot process glucose, and it builds up in the bloodstream. High levels of glucose in the blood lead to a diagnosis of diabetes.

Intensive management of blood glucose is a treatment regimen that aims to keep blood glucose levels close to normal. The regimen includes testing blood glucose frequently, administering insulin throughout the day on the basis of food intake and physical activity, following a diet and activity plan, and consulting a health care team regularly. Some people use an insulin pump to supply insulin throughout the day.

A number of studies have pointed to the beneficial effects of intensive management of blood glucose. In the Diabetes Control and Complications Trial supported by the National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK), researchers found a 50 percent decrease in both development and progression of early diabetic kidney disease in participants who followed an intensive regimen for controlling blood glucose levels. The intensively managed patients had average blood glucose levels of 150 milligrams per deciliter-about 80 milligrams per deciliter lower than the levels observed in the conventionally managed patients. The United Kingdom Prospective Diabetes Study, conducted from 1976 to 1997, showed conclusively that, in people with improved blood glucose control, the risk of early kidney disease was reduced by a third. Additional studies conducted over the past decades have clearly established that any program resulting in sustained lowering of blood glucose levels will be beneficial to patients in the early stages of CKD.

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Dialysis and Transplantation

When people with diabetes experience kidney failure, they must undergo either dialysis or a kidney transplant. As recently as the 1970s, medical experts commonly excluded people with diabetes from dialysis and transplantation, in part because the experts felt damage caused by diabetes would offset benefits of the treatments. Today, because of better control of diabetes and improved rates of survival following treatment, doctors do not hesitate to offer dialysis and kidney transplantation to people with diabetes.

Currently, the survival of kidneys transplanted into people with diabetes is about the same as the survival of transplants in people without diabetes. Dialysis for people with diabetes also works well in the short run. Even so, people with diabetes who receive transplants or dialysis experience higher morbidity and mortality because of coexisting complications of diabetes-such as damage to the heart, eyes, and nerves.

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Good Care Makes a Difference

People with diabetes should

- have their health care provider measure their A1C level at least twice a year. The test provides a weighted average of their blood glucose level for the previous 3 months. They should aim to keep it at less than 7 percent.
- work with their health care provider regarding insulin injections, medicines, meal planning, physical activity, and blood glucose monitoring.
- have their blood pressure checked several times a year. If blood pressure is high, they should follow their health care provider's plan for keeping it near normal levels. They should aim to keep it at less than 130/80.
- ask their health care provider whether they might benefit from taking an ACE inhibitor or ARB.
- ask their health care provider to measure their eGFR at least once a year to learn how well their kidneys are working.
- ask their health care provider to measure the amount of protein in their urine at least once a year to check for kidney damage.
- ask their health care provider whether they should reduce the amount of protein in their diet and ask for a referral to see a registered dietitian to help with meal planning.

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Points to Remember

- Diabetes is the leading cause of chronic kidney disease (CKD) and kidney failure in the United States.
- People with diabetes should be screened regularly for kidney disease. The two key markers for kidney disease are estimated glomerular filtration rate (eGFR) and urine albumin.
- Drugs used to lower blood pressure can slow the progression of kidney disease significantly. Two types of drugs, angiotensin-converting enzyme (ACE) inhibitors and angiotensin receptor blockers (ARBs), have proven effective in slowing the progression of kidney disease.
- In people with diabetes, excessive consumption of protein may be harmful.
- Intensive management of blood glucose has shown great promise for people with diabetes, especially for those in the early stages of CKD.

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Hope through Research

The number of people with diabetes is growing. As a result, the number of people with kidney failure caused by diabetes is also growing. Some experts predict that diabetes soon might account for half the cases of kidney failure. In light of the increasing illness and death related to diabetes and kidney failure, patients, researchers, and health care professionals will continue to benefit by addressing the relationship between the two diseases. The NIDDK is a leader in supporting research in this area.

Several areas of research supported by the NIDDK hold great potential. Discovery of ways to predict who will develop kidney disease may lead to greater prevention, as people with diabetes who learn they are at risk

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institute strategies such as intensive management of blood glucose and blood pressure control.

Participants in clinical trials can play a more active role in their own health care, gain access to new research treatments before they are widely available, and help others by contributing to medical research. For information about current studies, visit www.ClinicalTrials.gov.

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National Diabetes Education Program

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National Kidney Disease Education Program

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Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(c), Project Purpose, Background and Alternatives

Alternatives

The Applicants explored several options prior to determining to relocate and expand Schaumburg Renal Center. After exploring the options below in detail, the Applicants determined to relocate and expand its capacity in order to meet rising demand and anticipated future demand. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing

This is not a viable option. As stated in Attachment – 12, the facility's current 14 stations are insufficient to meet demand for the patients of the primary attending nephrologists. Dr. Di Silvestro practices primarily out of Alexian Brothers hospitals in Hoffman Estates, Elk Grove Village, and Northwest Community Hospital. It would not be feasible for him to send patients residing in Schaumburg and the immediate surrounding area to DuPage County for care, especially given the need for stations in HSA 7. He would round on them with great difficulty and they would be highly inconvenienced. The expansion is needed to serve the growing demand for dialysis services in Chicago's Northwest suburbs.

Furthermore, although physicians typically press the facility to accommodate their sickest and most frail patients during the first and second shifts, it is often difficult for a patient to schedule dialysis during these shifts when facilities are operating at a utilization rate over 80%. In fact, there is a waiting list the first and second shifts at the facility. This results in patients receiving care on late shifts, which is suboptimal. For those patients that rely on friends and family members for transportation, it is a burden on the whole family system to have to travel to other facilities, especially for people who don't have cars. Furthermore, patients, many of whom rely on assistive devices, such as canes and walkers, are faced with additional safety hazards when arriving and departing the facility in the dark.

There is no capital cost associated with doing nothing.

Utilize Existing Facilities

Utilization of existing facilities to accommodate growing need for dialysis is not feasible. Based upon Renal Network Utilization Data for the quarter ended September 30, 2011, utilization of facilities in operation for at least two years was 74%. Although, according to the Board's rules, the minimum size of a GSA is 30 minutes, this requirement is inherently flawed for the communities surrounding the City of Chicago. Furthermore, the patients Dr. Di Silvestro anticipates will initiate within the next 12 to 18 months reside within 15 minutes surrounding the facility. Each of the existing dialysis facilities within 15 minutes normal travel time of Schaumburg Renal Center are operating at or well above the State's 80% standard. In fact, average utilization among those facilities is 90%. Thus, 6 additional stations will help meet the State Board's own documented need of 108 stations in HSA 7.

Notably, Dr. Di Silvestro is currently treating 116 pre-ESRD patients that reside in and around Schaumburg. He has identified 60 Stage 4 and Stage 5 CKD patients that would likely be referred to Schaumburg Renal Center. Based upon attrition, Dr. Di Silvestro anticipates that approximately 39 patients will initiate dialysis within 12 to 18 months. See Attachment – 13. Most of the patients reside within 15 minutes of Schaumburg Renal Center. If this project is not approved, these patients will have to travel further for their dialysis. It would also require Dr. Di Silvestro to round at numerous facilities in order to continue treating patients that he anticipates will initiate dialysis within 12 to 18 months following project completion. Rounding at several facilities will result in Dr. Di Silvestro spending more time traveling between facilities and less time with patients. Therefore, the underutilized facilities are not a viable option for Schaumburg Renal Center patients. It is essential

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the Applicants obtain approval to expand the facility in order to continue providing necessary dialysis services to the Schaumburg community.

There is no capital cost with this alternative.

Expand Schaumburg Renal Center

DaVita determined that the most effective and efficient way to serve its current and future patients while addressing the need for more stations in HSA 7 is to expand the facility. Thus, the Applicants selected this option.

The cost associated with this option is \$503,879.

Table 1110.230(c) Alternatives to Proposed Project Cost Benefit Analysis				
Alternative	Community Need	Access	Capital Cost	Status
Do Nothing	Not Met	Decreased	\$0	Reject
Utilize Existing Facilities	Not Met	Decreased	\$0	Reject
Expand Facility	Met	Increased	\$503,879	Accept

194

Northwest Kidney Kare
121 S. Wilke Rd. Suite #111
Arlington Heights, IL 60005
Vincent A. Di Silvestro, M.D.

January 27, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

I am the medical director for Schaumburg Renal Center and the primary attending nephrologist rounding on patients at this facility. I am writing to ask that the CON Board approve DaVita's proposed expansion of Schaumburg Renal Center. Specifically, DaVita proposes to add 6 dialysis stations to the existing facility located at 1156 South Roselle Road, Schaumburg, Illinois 60193 to meet the growing need for dialysis services in the Chicago metropolitan community.

Based on increasing demand in the suburban Chicago Planning Area, HSA 7, your Board staff has determined that there is a need for 108 dialysis stations in the area where this facility operates. The first and second shifts at the Schaumburg facility are full and we are unable to accommodate new patients at this time. Average utilization at this facility since 2008 has been above 80%. For a variety of reasons, the first and second shifts are in the highest demand. It is often difficult for a patient to schedule dialysis during these shifts when facilities are operating over 80% utilization, as this one is. Due to the limited size of this facility, we've had to send patients away to facilities more distant from their homes and it is very difficult to give patients any choice in selecting treatment times. If a slot opens up for a new patient at this facility, it is almost always for the later week shift which requires patients to dialyze on Saturdays. This means they cannot leave town for weekend family visits or other trips unless they find a dialysis facility where they want to visit that can accommodate them as a transient patient.

The proposed expansion will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. As we say, it will alleviate the problem of patients having to schedule their lives around dialysis, as opposed to scheduling their dialysis around their lives. Furthermore, operating in 4 station pods will also provide for the most effective staffing of the unit.

Schaumburg Renal Center is currently treating 73 ESRD patients. A list of current patients by initials and zip code is attached at Attachment 1. The total number of in-center hemodialysis

Attachment - 13A

195

patients I have referred by facility and zip code of residence for the most recent three years as reported to The Renal Network is attached hereto at Attachment 2. Additionally, I am currently treating 116 chronic kidney disease patients that reside in and around Schaumburg. While I will continue to refer patients to existing facilities in the area, we have identified 60 pre-ESRD patients as potential referrals to the new dialysis facility. Based upon a conservative attrition rate due to patient death, transplant, or return of function, I anticipate that I will refer 39 patients for in-center hemodialysis within the next 12 to 18 months. A list of these pre-ESRD patients by initials and zip code is attached hereto as Attachment 3. Thus, approximately 112 patients will receive treatment at Schaumburg Renal Center within the next 12 to 18 months following project completion.

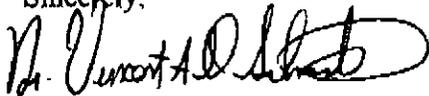
It is essential that the Board approves this project because dialysis utilization rate trends demonstrate a need for these additional facilities and because this facility's patient base is significant. Some facilities in a 30 minute area may still be ramping up to 80%. However, because the CON Board procedures and construction projects take time, we need to initiate the process to getting the stations operational now and prior to a need to initiate a fourth shift. Not only would a fourth shift be difficult, but it is impractical to ask me to round at facilities that have small pockets of station availability as it is already onerous for me to travel several times a month during all the various shift to the several facilities where my patients already dialyze

These patient referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed expansion of Schaumburg Renal Center.

Sincerely,



Vincent A. Di Silvestro, M.D.
Nephrologist

Subscribed and sworn to me
This 27 day of January, 2012

Notary Public relaxed



196

**ATTACHMENT 1
CURRENT ESRD PATIENTS**

Initials	Zip Code
AC	60107
AC	60194
AD	60194
AK	60193
AM	60107
AP	60169
AP	60103
AS	60193
BG	60193
BM	60169
BW	60133
CC	60133
CD	60194
CF	60169
CK	60192
CM	60193
CS	60124
CW	60169
DA	60193
DA	60173
DB	60193
DG	60193
DK	60193
DO	60168
DR	60169
EH	60133
EM	60177
ES	60193
FP	60193
GS	60108
JB	60194
JG	60108
JH	60007
JM	60107
JP	60194
KH	60103
KK	60107
LM	60103
LW	60193
MA	60194
MD	60133
MD	60172
MH	60172
MM	60133
MP	60193

197

MP	60193
MS	60124
OS	60133
PB	60172
PF	60193
PG	60193
PH	60193
PM	60133
RA	60124
RA	60193
RB	60172
RC	60107
RD	60133
RG	60169
RH	60193
RM	60193
RP	60193
RS	60107
RT	60108
RW	60193
SD	60108
SP	60193
SR	60193
TK	60172
TP	85379
TR	60193
TT	60172
YP	60193

198

**ATTACHMENT 2
HISTORICAL ESRD PATIENTS**

Arlington Heights Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
13152	1	13152	1	13152	1	
20876	1	19067	1	29582	1	1
33064	1	20876	1	34116	1	
44095	1	33064	1	34209	1	
48141	1	44095	1	34786	1	
48174	1	44720	1	44095	1	
49938	1	49938	1	48207	1	
53150	1	52001	1	49938	1	
55391	1	60004	3	52722	1	
60004	5	60005	10	54495	1	
60005	6	60007	1	60004	7	1
60007	3	60008	5	60005	7	1
60008	6	60013	1	60008	3	1
60013	1	60016	1	60010	1	
60016	1	60018	3	60013	1	
60018	5	60056	9	60056	8	3
60056	11	60067	2	60057	1	
60067	1	60068	1	60062	1	
60070	1	60070	1	60067	1	
60074	1	60089	2	60070	1	
60089	1	60090	2	60074	2	1
60090	2	60106	2	60089	3	
60102	1	60142	1	60090	6	
60106	2	60163	1	60107	1	
60142	1	60173	2	60108	1	
60173	1	60194	1	60124	1	1
60177	1	60630	1	60142	1	
60191	1	60655	1	60148	1	1
60194	1	60706	1	60163	1	
60453	1	60714	2	60177	1	
60649	1	71909	1	60194	1	
60655	1	85044	1	60202	1	
60714	2	85284	1	60625	1	
90019	1	85338	1	60626	1	
91754	1	90019	1	60630	1	
Total	68	91754	1	60645	1	
		98198	1	60656	2	1
		Total	68	60706	1	
				60714	1	
				90044	1	
				90065	1	
				94603	1	

199

631232	1	
Total	73	11

Buffalo Grove						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60004	4	60004	4	60004	6	
60057	1	60010	1	60010	3	1
60060	1	60040	1	60040	2	
60062	1	60057	1	60057	1	
60067	1	60060	1	60060	1	
60069	1	60062	1	60062	1	
60070	3	60067	1	60067	3	2
60074	2	60069	1	60068	1	1
60089	10	60070	1	60069	1	
60090	3	60073	1	60070	2	
Total	27	60074	3	60073	1	
		60089	5	60074	3	
		60090	7	60089	8	2
		60010	1	60090	9	
		60089	1	60102	1	1
		Total	30	Total	43	7

Cobblestone Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60102	1	60102	1	60110	2	2
60120	1	60120	2	60120	2	
60123	3	60123	2	60123	3	1
Total	5	Total	5	60177	3	1
				Total	10	4

Crystal Springs			
2010		2011	
Zip Code	Patients	Zip Code	Patients
60102	1	60102	1
60013	1	60013	1
Total	2	Total	2

200

Cumberland					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60656	2	60634	1	60656	1
Total	2	Total	1	60706	1
				Total	2

Elk Grove Dialysis Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60007	4	60007	2	60007	1
60009	1	60009	3	60009	1
60143	2	60143	1	60172	1
60172	1	60191	1	Total	3
Total	8	Total	7		

FMC Hoffman Estates					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60192	5	60192	3	60192	6
60067	2	60067	1	60067	3
60010	1	60173	4	60173	2
Total	8	Total	8	60010	1
				Total	12

Resurrection Medical Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60631	2	60631	1	60631	2
Total	2	60068	1	Total	2
		Total	2		

201

**ATTACHMENT 3
PRE-ESRD PATIENTS**

Initials	Zip Code
R.B.	60005
F.B.	60067
J.B.	60010
R.B.	60051
M.B.	60067
J.B.	60067
E.B.	60089
J.B.	60007
L.B.	60107
R.B.	60067
W.B.	60067
O.C.	60177
E.C.	60074
D.C.	60060
B.C.	60047
M.C.	60164
V.C.	60067
J.C.	60018
E.C.	60042
R.D.	60084
L.D.	60004
A.D.	60068
P.D.	60656
V.D.	60089
M.E.	60074
L.E.	60107
A.F.	60061
J.F.	60008
S.F.	60193
R.F.	60103
H.F.	60004
F.G.	60067
M.G.	60062
R.G.	60016
D.H.	60131
J.H.	60107
J.H.	60177
C.H.	60193
D.H.	60089
R.H.	60101
A.H.	60108
H.H.	60107
H.H.	60630
W.J.	60074
W.J.	60102

202

W.J.	60192
D.K.	60004
J.K.	60010
S.K.	60056
S.K.	60631
G.K.	60005
J.L.	60074
L.L.	60056
J.L.	60021
C.L.	60193
Y.L.	60005
M.M.	60056
C.M.	60004
E.M.	60061
R.M.	60047
R.M.	60103
P.M.	60169
J.M.	60004
E.M.	60007
J.M.	60069
J.N.	60067
R.N.	60067
A.O.	60004
F.O.	60074
K.P.	60007
S.P.	60047
J.P.	60193
G.P.	60067
M.R.	60103
J.R.	60004
C.R.	60004
R.R.	60007
V.R.	60089
F.R.	60194
C.R.	60089
N.S.	60193
B.S.	60194
A.S.	60016
T.S.	60019
J.S.	60047
G.S.	60067
E.S.	60067
P.S.	60008
C.S.	60005
I.T.	60061
L.T.	60630
J.T.	60089
J.T.	60047
M.T.	60042

203

N.U.	60133
L.V.	60108
V.W.	60004
C.W.	60188
R.W.	60008
J.W.	60609
N.W.	60169
R.A.	60042
A.B.	60010
E.D.	60005
J.D.	60110
B.D.	60074
M.H.	60004
C.J.	60185
N.K.	60067
C.M.	60074
N.M.	60192
J.O.	60173
L.O.	60053
M.P.	60502
D.P.	60084
L.Z.	60056

204

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to expand an existing dialysis facility. Pursuant to Section 1110, Appendix B of the HFSRB's rules, the State standard is 360-520 gross square feet per dialysis station for a total of 7,200 to 11,440 gross square feet for 20 dialysis stations. The total gross square footage of the expanded dialysis facility is 9,374 gross square feet. Accordingly, the facility meets the State standard.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	9,374	7,200 – 10,400	0	Meets State Standard

205

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, the facility's annual utilization shall exceed HFSRB's utilization standard of 80%. Pursuant to Section 1100.1430 of the HFSRB's rules, facilities providing in-center hemodialysis should operate their dialysis stations at or above an annual utilization rate of 80%, assuming three patient shifts per day per dialysis station, operating six days per week.

Currently, the Facility serves 73 ESRD patients, exceeding the State Board's 80% utilization standard. Dr. Di Silvestro is also currently treating 116 pre-ESRD patients that reside in and around Schaumburg. He has identified 60 Stage 4 and Stage 5 CKD patients that would likely be referred to Schaumburg Renal Center. See Attachment – 15. Based upon attrition due to patient death, transplant, or return of function, it is projected that 39 of the patients will require dialysis within the next 12 to 18 months. Thus, approximately 112 patients will be referred to Schaumburg Renal Center within 12 to 18 months. This represents a 93% utilization rate, which exceeds the State's 80% standard.

Table 1110.234(b)					
Utilization					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
2009	ESRD	9,711	N/A	10,484	Below State Standard
2010	ESRD	10,376	N/A	10,484	Below State Standard
2011	ESRD	10,748	N/A	10,484	Yes
2012	ESRD	N/A	17,472	16,474	Yes
2013	ESRD	N/A	17,472	16,474	Yes

JDL

Northwest Kidney Kare
121 S. Wilke Rd. Suite #111
Arlington Heights, IL 60005
Vincent A. Di Silvestro, M.D.

January 27, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

I am the medical director for Schaumburg Renal Center and the primary attending nephrologist rounding on patients at this facility. I am writing to ask that the CON Board approve DaVita's proposed expansion of Schaumburg Renal Center. Specifically, DaVita proposes to add 6 dialysis stations to the existing facility located at 1156 South Roselle Road, Schaumburg, Illinois 60193 to meet the growing need for dialysis services in the Chicago metropolitan community.

Based on increasing demand in the suburban Chicago Planning Area, HSA 7, your Board staff has determined that there is a need for 108 dialysis stations in the area where this facility operates. The first and second shifts at the Schaumburg facility are full and we are unable to accommodate new patients at this time. Average utilization at this facility since 2008 has been above 80%. For a variety of reasons, the first and second shifts are in the highest demand. It is often difficult for a patient to schedule dialysis during these shifts when facilities are operating over 80% utilization, as this one is. Due to the limited size of this facility, we've had to send patients away to facilities more distant from their homes and it is very difficult to give patients any choice in selecting treatment times. If a slot opens up for a new patient at this facility, it is almost always for the later week shift which requires patients to dialyze on Saturdays. This means they cannot leave town for weekend family visits or other trips unless they find a dialysis facility where they want to visit that can accommodate them as a transient patient.

The proposed expansion will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. As we say, it will alleviate the problem of patients having to schedule their lives around dialysis, as opposed to scheduling their dialysis around their lives. Furthermore, operating in 4 station pods will also provide for the most effective staffing of the unit.

Schaumburg Renal Center is currently treating 73 ESRD patients. A list of current patients by initials and zip code is attached at Attachment 1. The total number of in-center hemodialysis

Attachment - 15

patients I have referred by facility and zip code of residence for the most recent three years as reported to The Renal Network is attached hereto at Attachment 2. Additionally, I am currently treating 116 chronic kidney disease patients that reside in and around Schaumburg. While I will continue to refer patients to existing facilities in the area, we have identified 60 pre-ESRD patients as potential referrals to the new dialysis facility. Based upon a conservative attrition rate due to patient death, transplant, or return of function, I anticipate that I will refer 39 patients for in-center hemodialysis within the next 12 to 18 months. A list of these pre-ESRD patients by initials and zip code is attached herero as Attachment 3. Thus, approximately 112 patients will receive treatment at Schaumburg Renal Center within the next 12 to 18 months following project completion.

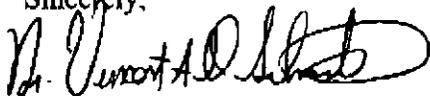
It is essential that the Board approves this project because dialysis utilization rate trends demonstrate a need for these additional facilities and because this facility's patient base is significant. Some facilities in a 30 minute area may still be ramping up to 80%. However, because the CON Board procedures and construction projects take time, we need to initiate the process to getting the stations operational now and prior to a need to initiate a fourth shift. Not only would a fourth shift be difficult, but it is impractical to ask me to round at facilities that have small pockets of station availability as it is already onerous for me to travel several times a month during all the various shift to the several facilities where my patients already dialyze

These patient referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed expansion of Schaumburg Renal Center.

Sincerely,



Vincent A. Di Silvestro, M.D.
Nephrologist

Subscribed and sworn to me
This 27 day of January, 2012

Notary Public relaxed



**ATTACHMENT 1
CURRENT ESRD PATIENTS**

Initials	Zip Code
AC	60107
AC	60194
AD	60194
AK	60193
AM	60107
AP	60169
AP	60103
AS	60193
BG	60193
BM	60169
BW	60133
CC	60133
CD	60194
CF	60169
CK	60192
CM	60193
CS	60124
CW	60169
DA	60193
DA	60173
DB	60193
DG	60193
DK	60193
DO	60168
DR	60169
EH	60133
EM	60177
ES	60193
FP	60193
GS	60108
JB	60194
JG	60108
JH	60007
JM	60107
JP	60194
KH	60103
KK	60107
LM	60103
LW	60193
MA	60194
MD	60133
MD	60172
MH	60172
MM	60133
MP	60193

209

MP	60193
MS	60124
OS	60133
PB	60172
PF	60193
PG	60193
PH	60193
PM	60133
RA	60124
RA	60193
RB	60172
RC	60107
RD	60133
RG	60169
RH	60193
RM	60193
RP	60193
RS	60107
RT	60108
RW	60193
SD	60108
SP	60193
SR	60193
TK	60172
TP	85379
TR	60193
TT	60172
YP	60193

**ATTACHMENT 2
HISTORICAL ESRD PATIENTS**

Arlington Heights Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
13152	1	13152	1	13152	1	
20876	1	19067	1	29582	1	1
33064	1	20876	1	34116	1	
44095	1	33064	1	34209	1	
48141	1	44095	1	34786	1	
48174	1	44720	1	44095	1	
49938	1	49938	1	48207	1	
53150	1	52001	1	49938	1	
55391	1	60004	3	52722	1	
60004	5	60005	10	54495	1	
60005	6	60007	1	60004	7	1
60007	3	60008	5	60005	7	1
60008	6	60013	1	60008	3	1
60013	1	60016	1	60010	1	
60016	1	60018	3	60013	1	
60018	5	60056	9	60056	8	3
60056	11	60067	2	60057	1	
60067	1	60068	1	60062	1	
60070	1	60070	1	60067	1	
60074	1	60089	2	60070	1	
60089	1	60090	2	60074	2	1
60090	2	60106	2	60089	3	
60102	1	60142	1	60090	6	
60106	2	60163	1	60107	1	
60142	1	60173	2	60108	1	
60173	1	60194	1	60124	1	1
60177	1	60630	1	60142	1	
60191	1	60655	1	60148	1	1
60194	1	60706	1	60163	1	
60453	1	60714	2	60177	1	
60649	1	71909	1	60194	1	
60655	1	85044	1	60202	1	
60714	2	85284	1	60625	1	
90019	1	85338	1	60626	1	
91754	1	90019	1	60630	1	
Total	68	91754	1	60645	1	
		98198	1	60656	2	1
		Total	68	60706	1	
				60714	1	
				90044	1	
				90065	1	
				94603	1	

631232	1	
Total	73	11

Buffalo Grove						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60004	4	60004	4	60004	6	
60057	1	60010	1	60010	3	1
60060	1	60040	1	60040	2	
60062	1	60057	1	60057	1	
60067	1	60060	1	60060	1	
60069	1	60062	1	60062	1	
60070	3	60067	1	60067	3	2
60074	2	60069	1	60068	1	1
60089	10	60070	1	60069	1	
60090	3	60073	1	60070	2	
Total	27	60074	3	60073	1	
		60089	5	60074	3	
		60090	7	60089	8	2
		60010	1	60090	9	
		60089	1	60102	1	1
		Total	30	Total	43	7

Cobblestone Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
60102	1	60102	1	60110	2	2
60120	1	60120	2	60120	2	
60123	3	60123	2	60123	3	1
Total	5	Total	5	60177	3	1
				Total	10	4

Crystal Springs			
2010		2011	
Zip Code	Patients	Zip Code	Patients
60102	1	60102	1
60013	1	60013	1
Total	2	Total	2

212

Cumberland					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60656	2	60634	1	60656	1
Total	2	Total	1	60706	1
				Total	2

Elk Grove Dialysis Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60007	4	60007	2	60007	1
60009	1	60009	3	60009	1
60143	2	60143	1	60172	1
60172	1	60191	1	Total	3
Total	8	Total	7		

FMC Hoffman Estates					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60192	5	60192	3	60192	6
60067	2	60067	1	60067	3
60010	1	60173	4	60173	2
Total	8	Total	8	60010	1
				Total	12

Resurrection Medical Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60631	2	60631	1	60631	2
Total	2	60068	1	Total	2
		Total	2		

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**ATTACHMENT 3
PRE-ESRD PATIENTS**

Initials	Zip Code
R.B.	60005
F.B.	60067
J.B.	60010
R.B.	60051
M.B.	60067
J.B.	60067
E.B.	60089
J.B.	60007
L.B.	60107
R.B.	60067
W.B.	60067
O.C.	60177
E.C.	60074
D.C.	60060
B.C.	60047
M.C.	60164
V.C.	60067
J.C.	60018
E.C.	60042
R.D.	60084
L.D.	60004
A.D.	60068
P.D.	60656
V.D.	60089
M.E.	60074
L.E.	60107
A.F.	60061
J.F.	60008
S.F.	60193
R.F.	60103
H.F.	60004
F.G.	60067
M.G.	60062
R.G.	60016
D.H.	60131
J.H.	60107
J.H.	60177
C.H.	60193
D.H.	60089
R.H.	60101
A.H.	60108
H.H.	60107
H.H.	60630
W.J.	60074
W.J.	60102

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W.J.	60192
D.K.	60004
J.K.	60010
S.K.	60056
S.K.	60631
G.K.	60005
J.L.	60074
L.L.	60056
J.L.	60021
C.L.	60193
Y.L.	60005
M.M.	60056
C.M.	60004
E.M.	60061
R.M.	60047
R.M.	60103
P.M.	60169
J.M.	60004
E.M.	60007
J.M.	60069
J.N.	60067
R.N.	60067
A.O.	60004
F.O.	60074
K.P.	60007
S.P.	60047
J.P.	60193
G.P.	60067
M.R.	60103
J.R.	60004
C.R.	60004
R.R.	60007
V.R.	60089
F.R.	60194
C.R.	60089
N.S.	60193
B.S.	60194
A.S.	60016
T.S.	60019
J.S.	60047
G.S.	60067
E.S.	60067
P.S.	60008
C.S.	60005
I.T.	60061
L.T.	60630
J.T.	60089
J.T.	60047
M.T.	60042

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N.U.	60133
L.V.	60108
V.W.	60004
C.W.	60188
R.W.	60008
J.W.	60609
N.W.	60169
R.A.	60042
A.B.	60010
E.D.	60005
J.D.	60110
B.D.	60074
M.H.	60004
C.J.	60185
N.K.	60067
C.M.	60074
N.M.	60192
J.O.	60173
L.O.	60053
M.P.	60502
D.P.	60084
L.Z.	60056

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Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

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

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Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

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

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**Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(b), Planning Area Need**

1. Planning Area Need

The Applicants propose to expand its existing 14-station dialysis facility located at 1156 South Roselle Road, Schaumburg, IL 60193 to 20 stations. The Facility does not have sufficient capacity to meet demand. The expansion is needed to serve the growing demand for dialysis services in Chicago's Northwest suburbs. Although physicians typically press the facility to accommodate their sickest and most frail patients during the first and second shifts, it is often difficult for a patient to schedule dialysis during these shifts when facilities are operating near 80% utilization. In fact, there is a waiting list first and second shift at the facility. This results in patients receiving care on late shifts, which is suboptimal. For those patients that rely on friends and family members for transportation, it is a burden on the whole family system to have to travel to other facilities, especially for people who don't have cars. Furthermore, patients, many of whom rely on assistive devices, such as canes and walkers, are faced with additional safety hazards when arriving and departing the facility in the dark. Having 20 stations will allow the facility accommodate more patients during the day time shifts. Expansion of the facility will ensure that patients receive access to modern, high quality dialysis treatment. Thus, the Applicants are seeking approval for the proposed expansion, which is necessary to continue providing essential dialysis care to residents of the Northwest suburbs.

Currently, the facility serves 73 ESRD patients. Dr. Di Silvestro is also currently treating 116 pre-ESRD patients that reside in and around Schaumburg. He has identified 60 Stage 4 and Stage 5 CKD patients that would likely be referred to Schaumburg Renal Center. See Attachment – 26A. Based upon attrition due to patient death, transplant, or return of function, it is projected that 39 of the patients will require dialysis within the next 12 to 18 months. Thus, the approximately 112 patients will be treated at Schaumburg Renal Center within 12 to 18 months. This represents a 93% utilization rate, which exceeds the State's 80% standard. Based upon the latest inventory data, there is a need for 108 dialysis stations in HSA 7, the service area where the facility is located. The addition of 6 stations at Schaumburg Renal Center will alleviate the current high utilization at the facility as well as address the need in HSA 7.

2. Service to Planning Area Residents

The primary purpose is to ensure the residents Chicago's Northwest suburbs have access to life sustaining dialysis. As evidenced in the physician referral letter attached at Attachment – 26A, 72 of 73 current patients live in the service area.

Table 1110.1430(b)(3)(B) Pre-ESRD Patients by Zip Code	
Initials	Zip Code
R.B.	60005
F.B.	60067
J.B.	60010
R.B.	60051
M.B.	60067
J.B.	60067
E.B.	60089
J.B.	60007
L.B.	60107

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R.B.	60067
W.B.	60067
O.C.	60177
E.C.	60074
D.C.	60060
B.C.	60047
M.C.	60164
V.C.	60067
J.C.	60018
E.C.	60042
R.D.	60084
L.D.	60004
A.D.	60068
P.D.	60656
V.D.	60089
M.E.	60074
L.E.	60107
A.F.	60061
J.F.	60008
S.F.	60193
R.F.	60103
H.F.	60004
F.G.	60067
M.G.	60062
R.G.	60016
D.H.	60131
J.H.	60107
J.H.	60177
C.H.	60193
D.H.	60089
R.H.	60101
A.H.	60108
H.H.	60107
H.H.	60630
W.J.	60074
W.J.	60102
W.J.	60192
D.K.	60004
J.K.	60010
S.K.	60056
S.K.	60631
G.K.	60005
J.L.	60074
L.L.	60056
J.L.	60021
C.L.	60193
Y.L.	60005
M.M.	60056

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C.M.	60004
E.M.	60061
R.M.	60047
R.M.	60103
P.M.	60169
J.M.	60004
E.M.	60007
J.M.	60069
J.N.	60067
R.N.	60067
A.O.	60004
F.O.	60074
K.P.	60007
S.P.	60047
J.P.	60193
G.P.	60067
M.R.	60103
J.R.	60004
C.R.	60004
R.R.	60007
V.R.	60089
F.R.	60194
C.R.	60089
N.S.	60193
B.S.	60194
A.S.	60016
T.S.	60019
J.S.	60047
G.S.	60067
E.S.	60067
P.S.	60008
C.S.	60005
I.T.	60061
L.T.	60630
J.T.	60089
J.T.	60047
M.T.	60042
N.U.	60133
L.V.	60108
V.W.	60004
C.W.	60188
R.W.	60008
J.W.	60609
N.W.	60169
R.A.	60042
A.B.	60010
E.D.	60005
J.D.	60110

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B.D.	60074
M.H.	60004
C.J.	60185
N.K.	60067
C.M.	60074
N.M.	60192
J.O.	60173
L.O.	60053
M.P.	60502
D.P.	60084
L.Z.	60056

1110.1430(b)(3)(B) Current Patients by Zip Code	
Zip Code	Patients
60007	1
60103	3
60107	6
60108	4
60124	3
60133	8
60168	1
60169	6
60172	6
60173	1
60177	1
60192	1
60193	25
60194	6
85379	1
Total	73

3. Service Demand – Expansion of In-Center Hemodialysis Service

Schaumburg Renal Center' current utilization is 85%, and the facility has been operating over 100% capacity for over three years. The facility currently treats 73 patients. As shown in the referral letter at Attachment – 26A, Dr. Di Silvestro projects that he will refer a total of 39 pre-ESRD patients within the next 12 to 18 months. This results in 93% utilization rate by the end of the second year of operation.

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Northwest Kidney Kare
121 S. Wilke Rd. Suite #111
Arlington Heights, IL 60005
Vincent A. Di Silvestro, M.D.

January 27, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

I am the medical director for Schaumburg Renal Center and the primary attending nephrologist rounding on patients at this facility. I am writing to ask that the CON Board approve DaVita's proposed expansion of Schaumburg Renal Center. Specifically, DaVita proposes to add 6 dialysis stations to the existing facility located at 1156 South Roselle Road, Schaumburg, Illinois 60193 to meet the growing need for dialysis services in the Chicago metropolitan community.

Based on increasing demand in the suburban Chicago Planning Area, HSA 7, your Board staff has determined that there is a need for 108 dialysis stations in the area where this facility operates. The first and second shifts at the Schaumburg facility are full and we are unable to accommodate new patients at this time. Average utilization at this facility since 2008 has been above 80%. For a variety of reasons, the first and second shifts are in the highest demand. It is often difficult for a patient to schedule dialysis during these shifts when facilities are operating over 80% utilization, as this one is. Due to the limited size of this facility, we've had to send patients away to facilities more distant from their homes and it is very difficult to give patients any choice in selecting treatment times. If a slot opens up for a new patient at this facility, it is almost always for the later week shift which requires patients to dialyze on Saturdays. This means they cannot leave town for weekend family visits or other trips unless they find a dialysis facility where they want to visit that can accommodate them as a transient patient.

The proposed expansion will increase needed area dialysis capacity and allow patients to obtain treatment at more optimal times. As we say, it will alleviate the problem of patients having to schedule their lives around dialysis, as opposed to scheduling their dialysis around their lives. Furthermore, operating in 4 station pods will also provide for the most effective staffing of the unit.

Schaumburg Renal Center is currently treating 73 ESRD patients. A list of current patients by initials and zip code is attached at Attachment 1. The total number of in-center hemodialysis

Attachment - 26A

patients I have referred by facility and zip code of residence for the most recent three years as reported to The Renal Network is attached hereto at Attachment 2. Additionally, I am currently treating 116 chronic kidney disease patients that reside in and around Schaumburg. While I will continue to refer patients to existing facilities in the area, we have identified 60 pre-ESRD patients as potential referrals to the new dialysis facility. Based upon a conservative attrition rate due to patient death, transplant, or return of function, I anticipate that I will refer 39 patients for in-center hemodialysis within the next 12 to 18 months. A list of these pre-ESRD patients by initials and zip code is attached hereto as Attachment 3. Thus, approximately 112 patients will receive treatment at Schaumburg Renal Center within the next 12 to 18 months following project completion.

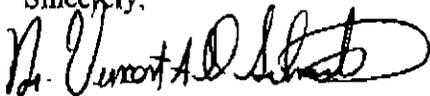
It is essential that the Board approves this project because dialysis utilization rate trends demonstrate a need for these additional facilities and because this facility's patient base is significant. Some facilities in a 30 minute area may still be ramping up to 80%. However, because the CON Board procedures and construction projects take time, we need to initiate the process to getting the stations operational now and prior to a need to initiate a fourth shift. Not only would a fourth shift be difficult, but it is impractical to ask me to round at facilities that have small pockets of station availability as it is already onerous for me to travel several times a month during all the various shift to the several facilities where my patients already dialyze

These patient referrals have not been used to support another pending or approved certificate of need application.

The information in this letter is true and correct to the best of my knowledge.

I support the proposed expansion of Schaumburg Renal Center.

Sincerely,



Vincent A. Di Silvestro, M.D.
Nephrologist

Subscribed and sworn to me
This 27 day of January, 2012

Notary Public relax



**ATTACHMENT 1
CURRENT ESRD PATIENTS**

Initials	Zip Code
AC	60107
AC	60194
AD	60194
AK	60193
AM	60107
AP	60169
AP	60103
AS	60193
BG	60193
BM	60169
BW	60133
CC	60133
CD	60194
CF	60169
CK	60192
CM	60193
CS	60124
CW	60169
DA	60193
DA	60173
DB	60193
DG	60193
DK	60193
DO	60168
DR	60169
EH	60133
EM	60177
ES	60193
FP	60193
GS	60108
JB	60194
JG	60108
JH	60007
JM	60107
JP	60194
KH	60103
KK	60107
LM	60103
LW	60193
MA	60194
MD	60133
MD	60172
MH	60172
MM	60133
MP	60193

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MP	60193
MS	60124
OS	60133
PB	60172
PF	60193
PG	60193
PH	60193
PM	60133
RA	60124
RA	60193
RB	60172
RC	60107
RD	60133
RG	60169
RH	60193
RM	60193
RP	60193
RS	60107
RT	60108
RW	60193
SD	60108
SP	60193
SR	60193
TK	60172
TP	85379
TR	60193
TT	60172
YP	60193

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**ATTACHMENT 2
HISTORICAL ESRD PATIENTS**

Arlington Heights Dialysis						
2009		2010		2011		New Referral
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	
13152	1	13152	1	13152	1	
20876	1	19067	1	29582	1	1
33064	1	20876	1	34116	1	
44095	1	33064	1	34209	1	
48141	1	44095	1	34786	1	
48174	1	44720	1	44095	1	
49938	1	49938	1	48207	1	
53150	1	52001	1	49938	1	
55391	1	60004	3	52722	1	
60004	5	60005	10	54495	1	
60005	6	60007	1	60004	7	1
60007	3	60008	5	60005	7	1
60008	6	60013	1	60008	3	1
60013	1	60016	1	60010	1	
60016	1	60018	3	60013	1	
60018	5	60056	9	60056	8	3
60056	11	60067	2	60057	1	
60067	1	60068	1	60062	1	
60070	1	60070	1	60067	1	
60074	1	60089	2	60070	1	
60089	1	60090	2	60074	2	1
60090	2	60106	2	60089	3	
60102	1	60142	1	60090	6	
60106	2	60163	1	60107	1	
60142	1	60173	2	60108	1	
60173	1	60194	1	60124	1	1
60177	1	60630	1	60142	1	
60191	1	60655	1	60148	1	1
60194	1	60706	1	60163	1	
60453	1	60714	2	60177	1	
60649	1	71909	1	60194	1	
60655	1	85044	1	60202	1	
60714	2	85284	1	60625	1	
90019	1	85338	1	60626	1	
91754	1	90019	1	60630	1	
Total	68	91754	1	60645	1	
		98198	1	60656	2	1
		Total	68	60706	1	
				60714	1	
				90044	1	
				90065	1	
				94603	1	

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631232	1	
Total	73	11

Buffalo Grove						
2009		2010		2011		
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	New Referral
60004	4	60004	4	60004	6	
60057	1	60010	1	60010	3	1
60060	1	60040	1	60040	2	
60062	1	60057	1	60057	1	
60067	1	60060	1	60060	1	
60069	1	60062	1	60062	1	
60070	3	60067	1	60067	3	2
60074	2	60069	1	60068	1	1
60089	10	60070	1	60069	1	
60090	3	60073	1	60070	2	
Total	27	60074	3	60073	1	
		60089	5	60074	3	
		60090	7	60089	8	2
		60010	1	60090	9	
		60089	1	60102	1	1
		Total	30	Total	43	7

Cobblestone Dialysis						
2009		2010		2011		
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients	New Referral
60102	1	60102	1	60110	2	2
60120	1	60120	2	60120	2	
60123	3	60123	2	60123	3	1
Total	5	Total	5	60177	3	1
				Total	10	4

Crystal Springs			
2010		2011	
Zip Code	Patients	Zip Code	Patients
60102	1	60102	1
60013	1	60013	1
Total	2	Total	2

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Cumberland					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60656	2	60634	1	60656	1
Total	2	Total	1	60706	1
				Total	2

Elk Grove Dialysis Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60007	4	60007	2	60007	1
60009	1	60009	3	60009	1
60143	2	60143	1	60172	1
60172	1	60191	1	Total	3
Total	8	Total	7		

FMC Hoffman Estates					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60192	5	60192	3	60192	6
60067	2	60067	1	60067	3
60010	1	60173	4	60173	2
Total	8	Total	8	60010	1
				Total	12

Resurrection Medical Center					
2009		2010		2011	
Zip Code	Patients	Zip Code	Patients	Zip Code	Patients
60631	2	60631	1	60631	2
Total	2	60068	1	Total	2
		Total	2		

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**ATTACHMENT 3
PRE-ESRD PATIENTS**

Initials	Zip Code
R.B.	60005
F.B.	60067
J.B.	60010
R.B.	60051
M.B.	60067
J.B.	60067
E.B.	60089
J.B.	60007
L.B.	60107
R.B.	60067
W.B.	60067
O.C.	60177
E.C.	60074
D.C.	60060
B.C.	60047
M.C.	60164
V.C.	60067
J.C.	60018
E.C.	60042
R.D.	60084
L.D.	60004
A.D.	60068
P.D.	60656
V.D.	60089
M.E.	60074
L.E.	60107
A.F.	60061
J.F.	60008
S.F.	60193
R.F.	60103
H.F.	60004
F.G.	60067
M.G.	60062
R.G.	60016
D.H.	60131
J.H.	60107
J.H.	60177
C.H.	60193
D.H.	60089
R.H.	60101
A.H.	60108
H.H.	60107
H.H.	60630
W.J.	60074
W.J.	60102

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W.J.	60192
D.K.	60004
J.K.	60010
S.K.	60056
S.K.	60631
G.K.	60005
J.L.	60074
L.L.	60056
J.L.	60021
C.L.	60193
Y.L.	60005
M.M.	60056
C.M.	60004
E.M.	60061
R.M.	60047
R.M.	60103
P.M.	60169
J.M.	60004
E.M.	60007
J.M.	60069
J.N.	60067
R.N.	60067
A.O.	60004
F.O.	60074
K.P.	60007
S.P.	60047
J.P.	60193
G.P.	60067
M.R.	60103
J.R.	60004
C.R.	60004
R.R.	60007
V.R.	60089
F.R.	60194
C.R.	60089
N.S.	60193
B.S.	60194
A.S.	60016
T.S.	60019
J.S.	60047
G.S.	60067
E.S.	60067
P.S.	60008
C.S.	60005
I.T.	60061
L.T.	60630
J.T.	60089
J.T.	60047
M.T.	60042

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N.U.	60133
L.V.	60108
V.W.	60004
C.W.	60188
R.W.	60008
J.W.	60609
N.W.	60169
R.A.	60042
A.B.	60010
E.D.	60005
J.D.	60110
B.D.	60074
M.H.	60004
C.J.	60185
N.K.	60067
C.M.	60074
N.M.	60192
J.O.	60173
L.O.	60053
M.P.	60502
D.P.	60084
L.Z.	60056

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Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(e), Staffing

1. The proposed facility will be staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director: Vincent A. Di Silvestro, M.D. is the Medical Director for the Schaumburg Renal Center. A copy of Dr. Di Silvestro's curriculum vitae is attached at Attachment – 26B.
 - b. As discussed throughout this application, the Applicants seek authority to expand their existing 14-station dialysis facility to a 20-station dialysis facility. The existing facility is Medicare certified and fully staffed with a medical director, administrator, registered nursing, patient care technicians, social worker, and registered dietician. As patient volume increases, nursing and patient care technician staffing will increase accordingly to maintain a ratio of at least one direct patient care provider for every 4 ESRD patients. At least one registered nurse will be on duty while the facility is in operation.

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VINCENT A. DI SILVESTRO

Board Certified Nephrologist
610 Windsor Rd.
Inverness, IL 60067
847-202-6363

Education: Nephrology Fellowship
Loyola University of Chicago
July 1994 - June 1996

Internal Medicine Residency
Loyola University Foster G. McGaw Hospital - Maywood
June 1991 - June 1994

Doctor of Medicine
Loyola Stritch School of Medicine
June 1982 - May 1991

Baccalaureate Degree of Science
Loyola University of Chicago
June 1982 - May 1986

- Summa Cum Laude
- Four Year Scholarship

**Professional
Experience:**

DSI/Northwest Kidney Center Arlington Heights
Medical Director
April 2002-Present

Northwest PD Kare
Medical Director
November 2001 - Present

Northwest Kidney Kare
Medical Director
May 2000 - Present

Carrington Care Nursing Home
Director Section of Nephrology
March 2001 - 2004

Claremont Nursing Home
Director Section of Nephrology
January 2002 - Present

Neomedica
Hoffman Estates Medical Center
Medical Director
January 1997 - May 2000

Hines VA Hospital - Hines, IL
ER Physician
June 1993 - June 1996

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MacNeal Hospital - Berwyn, IL
ICU/CCU/General Medicine - Housestaff
July 1994 - June 1996

Resurrection Hospital - Chicago, IL
Internal Medicine/Nephrology Consult
August 1996 - Present

Alexian Brothers Medical Center - Elk Grove Village, IL
Internal Medicine/Nephrology
Associate Staff Privileges
December 1994 - Present

Northwest Community Hospital - Arlington Heights, IL
Internal Medicine/Nephrology
Attending Staff Privileges
October 1996 - Present

St. Alexius Medical Center - Hoffman Estates, IL
Internal Medicine/Nephrology
Associate Staff Privileges
August 1996 - Present

Holy Family Medical Center
Internal Medicine/Nephrology
Provisional Consulting Staff
September 1997 - Present

Employment: Northwest Kidney Care
Medical Director
May 2000 - Present

Associates in Nephrology
General Medicine/Nephrology
July 1996 - May 2000

Vencor Sycamore Hospital
Director of Nephrology Services
November 1997 - May 2000

Neomedica
Hoffman Estates Medical Center
Medical Director
January 1997 - May 2000

Neomedica
Rolling Meadows Medical Center
Medical Director
January 1998 - December 1999

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

Attached at Attachment – 26C is a letter from Luis Borgen, Chief Financial Officer of DaVita and ISD Schaumburg, LLC attesting that the facility will participate in a dialysis data system, will make support services available to patients, and will provide or arrange training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.

L36



1551 Wewatta Street
Denver, CO 80202
Tel: (303) 405-2100
www.davita.com

January 16, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification of Support Services

Dear Chairman Galassie:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.1430(f) that Schaumburg Renal Center will maintain an open medical staff.

I also certify the following with regard to needed support services:

- DaVita participates in a dialysis data system;
- Schaumburg Renal Center will have available all needed support services consisting of clinical laboratory service, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients will have access to training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training, which will be provided either at Schaumburg Renal Center or through a signed, written agreement for these services with another facility.

Sincerely,

Luis Borgen
Chief Financial Officer
DaVita Inc.
ISD Schaumburg, LLC

Subscribed and sworn to me
This 16th day of January, 2012

Notary Public

LINDA N. O'CONNELL
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08-08-2015

237

Attachment – 26C

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

Attached at Attachment – 26D is a letter from Luis Borgen, Chief Financial Officer of DaVita and ISD Schaumburg, LLC certifying that the facility will achieve and maintain hemodialysis outcome measures.

238



1551 Wewatta Street
Denver, CO 80202
Tel: (303) 405-2100
www.davita.com

January 16, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: In-Center Hemodialysis Assurances

Dear Chairman Galassie:

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

- By the second year after project completion, Schaumburg Renal Center will achieve and maintain 80% target utilization as specified in 77 Ill. Admin. Code; and
- Hemodialysis outcome measures will be achieved and maintained as follows:
 - $\geq 85\%$ of hemodialysis patient population achieves urea reduction ratio (URR) $\geq 65\%$ and
 - $\geq 85\%$ of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

Sincerely,

Luis Borgen
Chief Financial Officer
DaVita Inc.
ISD Schaumburg, LLC

Subscribed and sworn to me
This 16th day of January, 2012

Notary Public

LINDA N. O'CONNELL
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08-08-2015

239

Attachment - 26D

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents, and a lease from Torgo Management Inc. A copy of DaVita's 2010 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted with the applications for Project No. 12-008.

240

Section IX, Financial Feasibility
Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2010 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted with the applications for Project No. 12-008.

JH

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 42A is a letter from Luis Borgen, Chief Financial Officer of DaVita and ISD Schaumburg, LLC attesting that the total estimated project costs will be funded entirely with cash.

242



1551 Wewatta Street
Denver, CO 80202
Tel: (303) 405-2100
www.davita.com

January 16, 2012

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

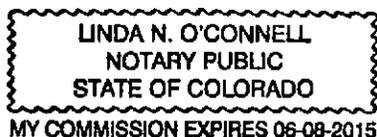
Dear Chairman Galassie:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

Sincerely,

Luis Borgen
Chief Financial Officer
DaVita Inc.
ISD Schaumburg, LLC

Subscribed and sworn to me
This 16th day of January, 2012

Notary Public

243

Attachment - 42A

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

244

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(c), Reasonableness of Project and Related Costs

1. The Cost and Gross Square Feet by Department is provided in the table below.

Table 1120.310(c)									
COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New Mod.		Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD		\$149.31			958			\$143,035	\$143,035
Contingency		\$22.40			958			\$21,455	\$21,455
TOTALS		\$171.71			958			\$164,490	\$164,490

* Include the percentage (%) of space for circulation

2. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Modernization Costs	\$143,035	\$149.35 per gross square foot x 958 gross square feet = \$143,077	Below State Standard
Contingencies	\$21,455	10 - 15% of Modernization Costs = 10 - 15% x \$143,035 = \$14,304 - \$21,455	Meets State Standard
Architectural/Engineering Fees	\$21,648	9.15-13.73% x (Modernization Costs + Contingencies) = 9.15-13.73% x (\$143,077 + \$21,455) = \$164,490 9.15-13.73% x \$164,490 = \$15,051 - \$22,584	Below State Standard
Consulting and Other Fees	\$30,000	No State Standard	No State Standard
Moveable Equipment	\$237,741	\$39,945 per station \$39,945 x 6 = \$239,670	Below State Standard
Other Costs to be Capitalized	\$50,000	No State Standard	No State Standard

245

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$3,594,815

Treatments: 17,472

Operating Expense per Treatment: \$205.75

246

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs:

Depreciation:	\$393,983
Amortization:	\$2,455
Total Capital Costs:	\$396,437

Treatments: 17,472

Capital Costs per Treatment: \$22.69

247

Section XII, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2008	2009	2010
Net Patient Revenue	\$138,964,396	\$149,370,292	\$161,884,078
Amount of Charity Care (charges)	\$321,510	\$597,263	\$957,867
Cost of Charity Care	\$321,510	\$597,263	\$957,867

248

Appendix 1 – Time & Distance Determination

Attached as Appendix I is the list of all existing facilities within 30 minutes normal travel time from the facility as determined by MapQuest.

249

mapquest

Trip to:

934 Center St

Elgin, IL 60120-2125

13.64 miles / 24 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072

1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#)

2.7 Mi

2.7 Mi Total

2. Turn left onto W Higgins Rd / IL-72 W. [Map](#)*W Higgins Rd is 0.1 miles past Bode Rd**If you reach Golf Ctr you've gone about 0.2 miles too far*

0.9 Mi

3.6 Mi Total

3. Turn slight left onto IL-58 W / W Golf Rd. Continue to follow IL-58 W. [Map](#)*IL-58 W is 0.1 miles past Valley Ln**Higgins Mobil is on the corner**If you are on W Higgins Rd and reach Jones Rd you've gone about 0.2 miles too far*

8.9 Mi

12.4 Mi Total

4. IL-58 W becomes Summit St. [Map](#)

0.5 Mi

13.0 Mi Total

5. Turn right onto St John St. [Map](#)*St John St is 0.1 miles past Dundee Ave**If you reach Prospect St you've gone a little too far*

0.5 Mi

13.5 Mi Total

6. Turn left onto Slade Ave. [Map](#)

0.1 Mi

13.6 Mi Total

7. Take the 3rd right onto Center St. [Map](#)*Center St is just past Prospect Blvd**If you reach N Spring St you've gone a little too far*

0.04 Mi

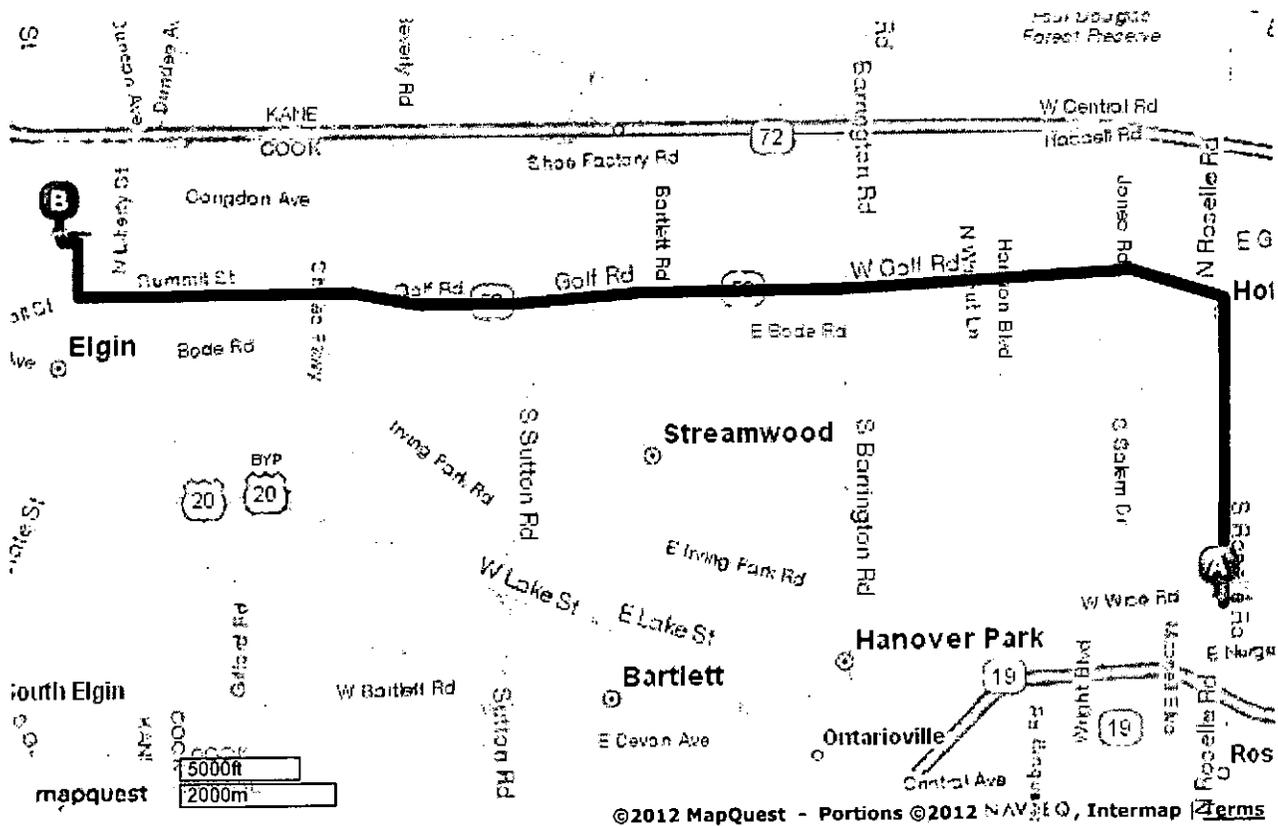
13.6 Mi Total

8. 934 CENTER ST is on the left. [Map](#)*If you reach Lincoln Ave you've gone about 0.1 miles too far*

934 Center St, Elgin, IL 60120-2125

250

Total Travel Estimate: 13.64 miles - about 24 minutes



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251

Trip to:

1859 N Neltnor Blvd

West Chicago, IL 60185-5900

14.07 miles / 21 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.8 Mi

0.8 Mi Total



2. Take the West Elgin-O'Hare Expy ramp. [Map](#)

0.3 Mi

If you reach Schreiber Ave you've gone about 0.2 miles too far

1.0 Mi Total



3. Merge onto Elgin Ohare Expy W. [Map](#)

1.7 Mi

2.7 Mi Total



4. Take the Gary Ave exit. [Map](#)

0.4 Mi

3.1 Mi Total



5. Merge onto N Gary Ave. [Map](#)

6.2 Mi

9.3 Mi Total



6. Turn right onto North Ave / W North Ave / IL-64 W. Continue to follow North Ave / IL-64 W. [Map](#)

4.6 Mi

North Ave is 0.1 miles past Park Hill Trl

Hampton Inn Chicago-Carol Stream is on the corner

If you are on Gary Ave and reach W St Charles Rd you've gone about 0.3 miles too far

13.9 Mi Total



7. Turn left onto IL-59 / N Neltnor Blvd. [Map](#)

0.2 Mi

IL-59 is 0.7 miles past Frontage Rd

Starbucks is on the corner

If you reach Franciscan Way you've gone a little too far

14.1 Mi Total



8. 1859 N NELTNOR BLVD. [Map](#)

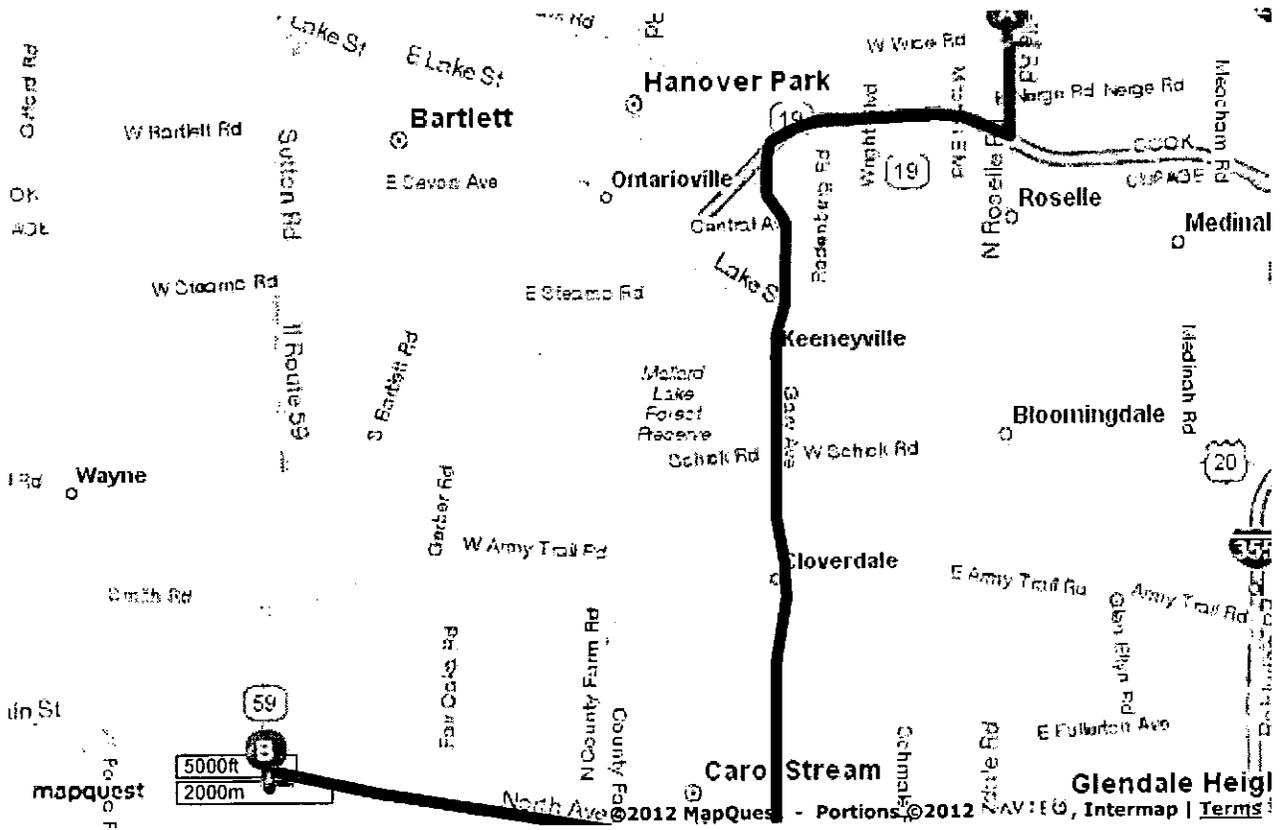
If you reach Heritage Woods Dr you've gone about 0.1 miles too far



1859 N Neltnor Blvd, West Chicago, IL 60185-5900

252

Total Travel Estimate: 14.07 miles - about 21 minutes



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253



Notes

Trip to:
520 North Ave
Glendale Heights, IL 60139-3119
11.05 miles / 16 minutes

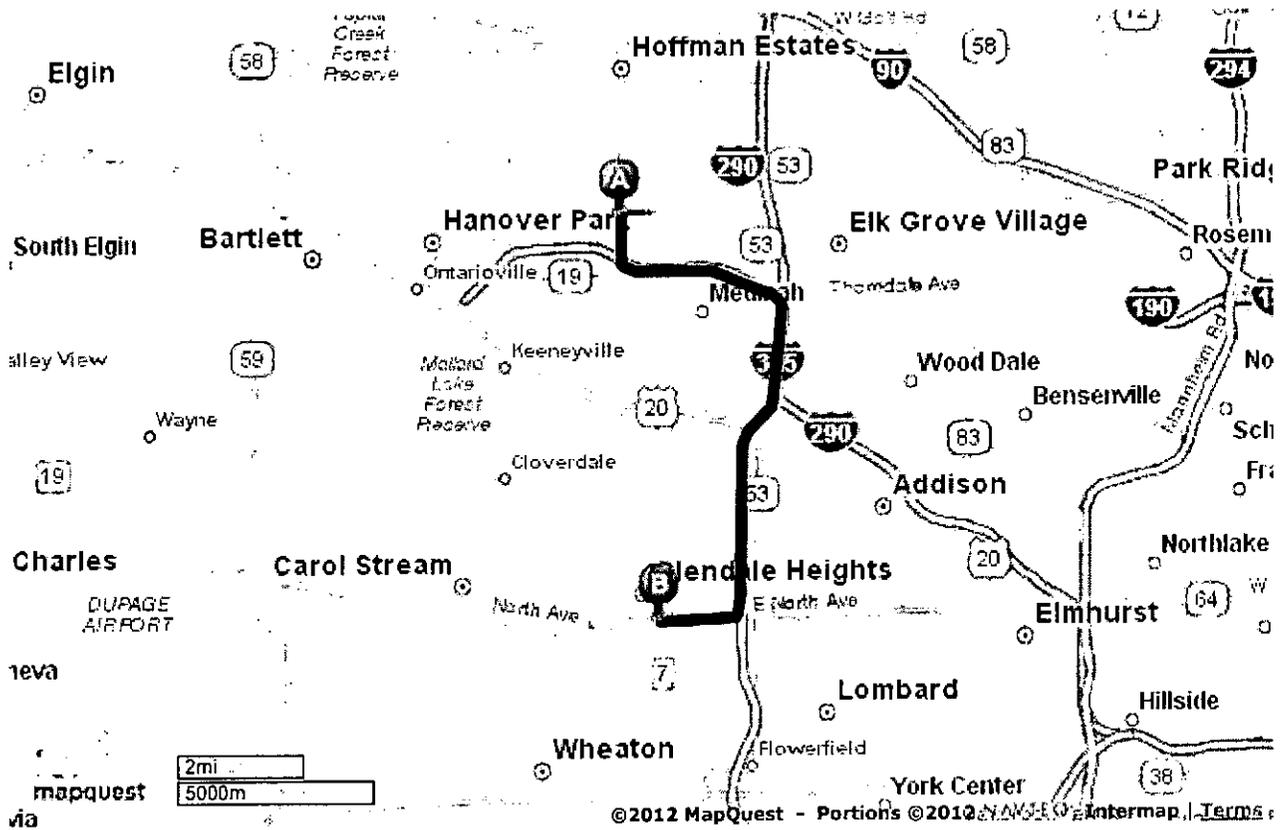
A 1156 S Roselle Rd, Schaumburg, IL 60193-4072

-  1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#) 0.8 Mi
0.8 Mi Total
-  2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#)
If you reach Schreiber Ave you've gone about 0.1 miles too far 0.3 Mi
1.1 Mi Total
-  3. Merge onto Elgin Ohare Expy E. [Map](#) 2.4 Mi
3.5 Mi Total
-  4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#) 0.1 Mi
3.6 Mi Total
-   5. Merge onto I-290 E toward I-355 / Chicago. [Map](#) 1.2 Mi
4.8 Mi Total
-  6. Keep left to take I-355 S / Veterans Memorial Tollway via EXIT 7 toward Joliet (Portions toll). [Map](#) 4.5 Mi
9.3 Mi Total
-  7. Take the IL-64 / North Ave exit. [Map](#) 0.3 Mi
9.6 Mi Total
-   8. Merge onto North Ave / IL-64 W toward Carol Stream. [Map](#) 1.5 Mi
11.0 Mi Total
-  9. 520 NORTH AVE is on the left. [Map](#)
*Your destination is 0.1 miles past Glen Ellyn Rd
If you reach Pearl Ave you've gone about 0.2 miles too far*

B 520 North Ave, Glendale Heights, IL 60139-3119

259

Total Travel Estimate: 11.05 miles - about 16 minutes



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255



Notes

Trip to:

33 W Higgins Rd

S Barrington, IL 60010-9115

7.93 miles / 14 minutes

 1156 S Roselle Rd, Schaumburg, IL 60193-4072

 1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#) 2.7 Mi
2.7 Mi Total

  2. Turn left onto W Higgins Rd / IL-72 W. [Map](#) 5.0 Mi
7.7 Mi Total
*W Higgins Rd is 0.1 miles past Bode Rd
If you reach Golf Ctr you've gone about 0.2 miles too far*

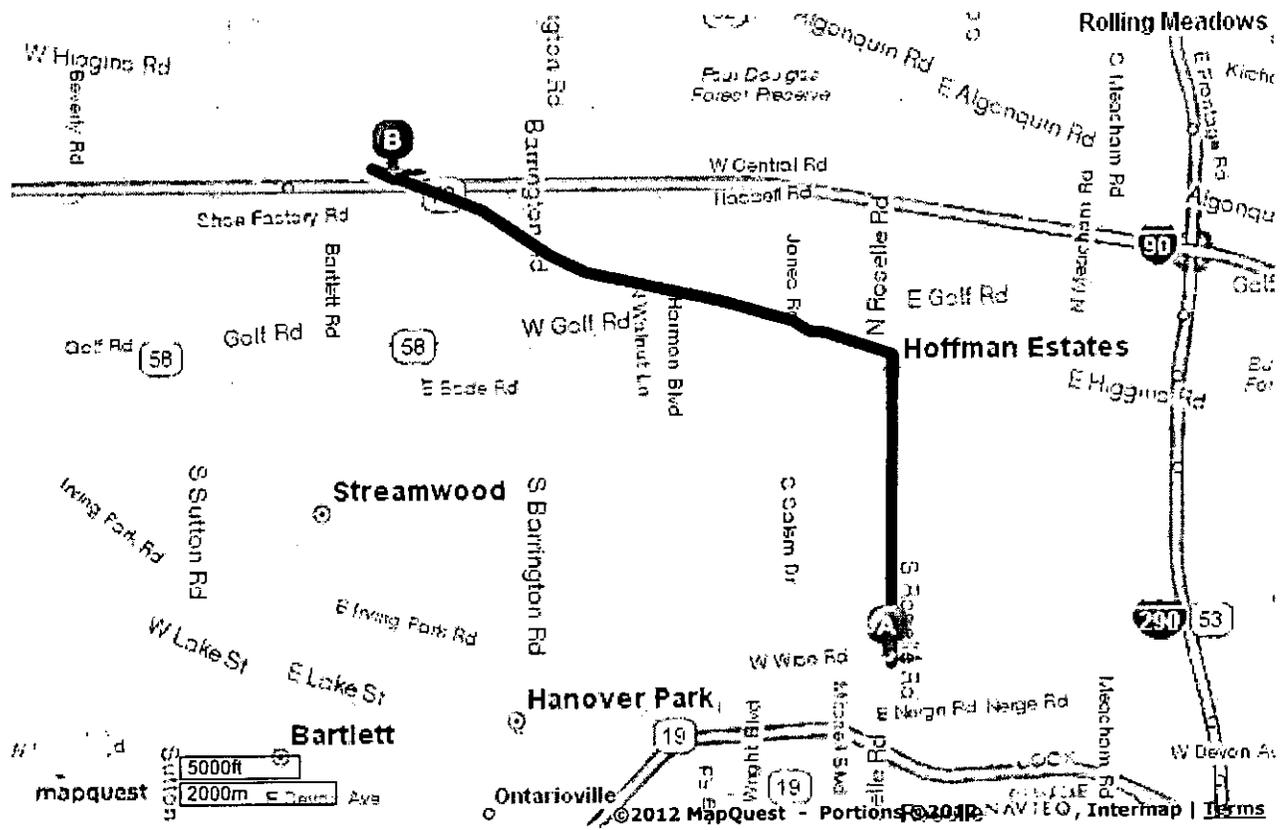
  3. Make a U-turn at W Mundhank Rd onto W Higgins Rd / IL-72 E. [Map](#) 0.2 Mi
7.9 Mi Total
If you are on W Higgins Rd and reach Bartlett Rd you've gone about 0.5 miles too far

 4. 33 W HIGGINS RD is on the left. [Map](#)
If you are on IL-72 E and reach Greenspoint Pky you've gone about 0.7 miles too far

 33 W Higgins Rd, S Barrington, IL 60010-9115

256

Total Travel Estimate: 7.93 miles - about 14 minutes



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Notes

Trip to:

3150 W Higgins Rd

Hoffman Estates, IL 60169-7237

6.84 miles / 12 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#)

2.7 Mi

2.7 Mi Total



2. Turn left onto W Higgins Rd / IL-72 W. [Map](#)

W Higgins Rd is 0.1 miles past Bode Rd

If you reach Golf Ctr you've gone about 0.2 miles too far

4.0 Mi

6.7 Mi Total



3. Turn right onto Greenspoint Pky. [Map](#)

If you are on W Higgins Rd and reach W Mundhank Rd you've gone about 0.9 miles too far

0.07 Mi

6.8 Mi Total



4. Take the 1st left onto W Higgins Rd. [Map](#)

Career Education Corp is on the corner

If you reach Hassell Rd you've gone about 0.4 miles too far

0.05 Mi

6.8 Mi Total



5. 3150 W HIGGINS RD is on the right. [Map](#)

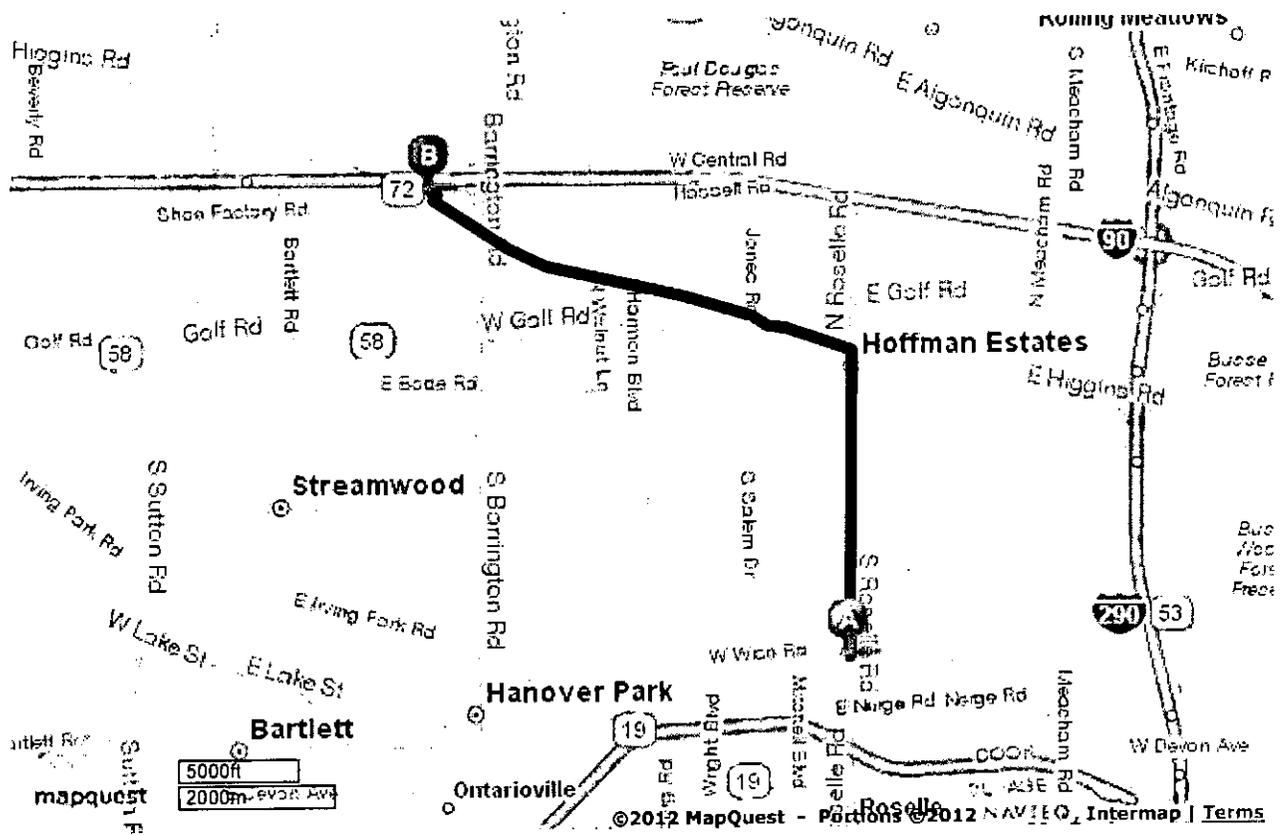
If you reach the end of W Higgins Rd you've gone a little too far



3150 W Higgins Rd, Hoffman Estates, IL 60169-7237

258

Total Travel Estimate: 6.84 miles - about 12 minutes



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Notes

Trip to:

1156 S Roselle Rd

Schaumburg, IL 60193-4072

0.00 miles /



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. The origin and destination are essentially the same place. [Map](#)



2. 1156 S ROSELLE RD is on the left. [Map](#)



1156 S Roselle Rd, Schaumburg, IL 60193-4072

260

Total Travel Estimate: 0.00 miles - about

S Roselle Rd



S Roselle Rd

W Wise Rd

E Wise Rd

Re:

100ft

mapquest

50m

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Trip to:

1940 Springer Dr
Lombard, IL 60148-6419
14.59 miles / 22 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#) 0.8 Mi
0.8 Mi Total



2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#) 0.3 Mi
1.1 Mi Total
If you reach Schreiber Ave you've gone about 0.1 miles too far



3. Merge onto Elgin Ohare Expy E. [Map](#) 2.4 Mi
3.5 Mi Total



4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#) 0.1 Mi
3.6 Mi Total



5. Merge onto I-290 E toward I-355 / Chicago. [Map](#) 1.2 Mi
4.8 Mi Total



6. Keep left to take I-355 S / Veterans Memorial Tollway via EXIT 7 toward Joliet (Portions toll). [Map](#) 7.7 Mi
12.5 Mi Total



7. Take the IL-38 / Roosevelt Rd exit. [Map](#) 0.3 Mi
12.8 Mi Total



8. Keep left to take the ramp toward Lombard. [Map](#) 0.07 Mi
12.9 Mi Total



9. Turn left onto Roosevelt Rd / IL-38 E. [Map](#) 0.8 Mi
13.7 Mi Total
If you reach I-355 S you've gone about 0.4 miles too far



10. Turn right onto S Finley Rd. [Map](#) 0.7 Mi
14.4 Mi Total
*S Finley Rd is 0.2 miles past Royal Glen Dr
If you are on W Roosevelt Rd and reach S Edson Ave you've gone a little too far*



11. Take the 2nd right onto Oak Creek Dr. [Map](#) 0.1 Mi
14.5 Mi Total
*Oak Creek Dr is 0.1 miles past Pinebrook Dr
If you reach Foxworth Blvd you've gone about 0.2 miles too far*



12. Take the 1st left onto Springer Dr. [Map](#) 0.1 Mi
14.6 Mi Total
If you are on Foxworth Blvd and reach S Valley Rd you've gone about 0.6 miles too far



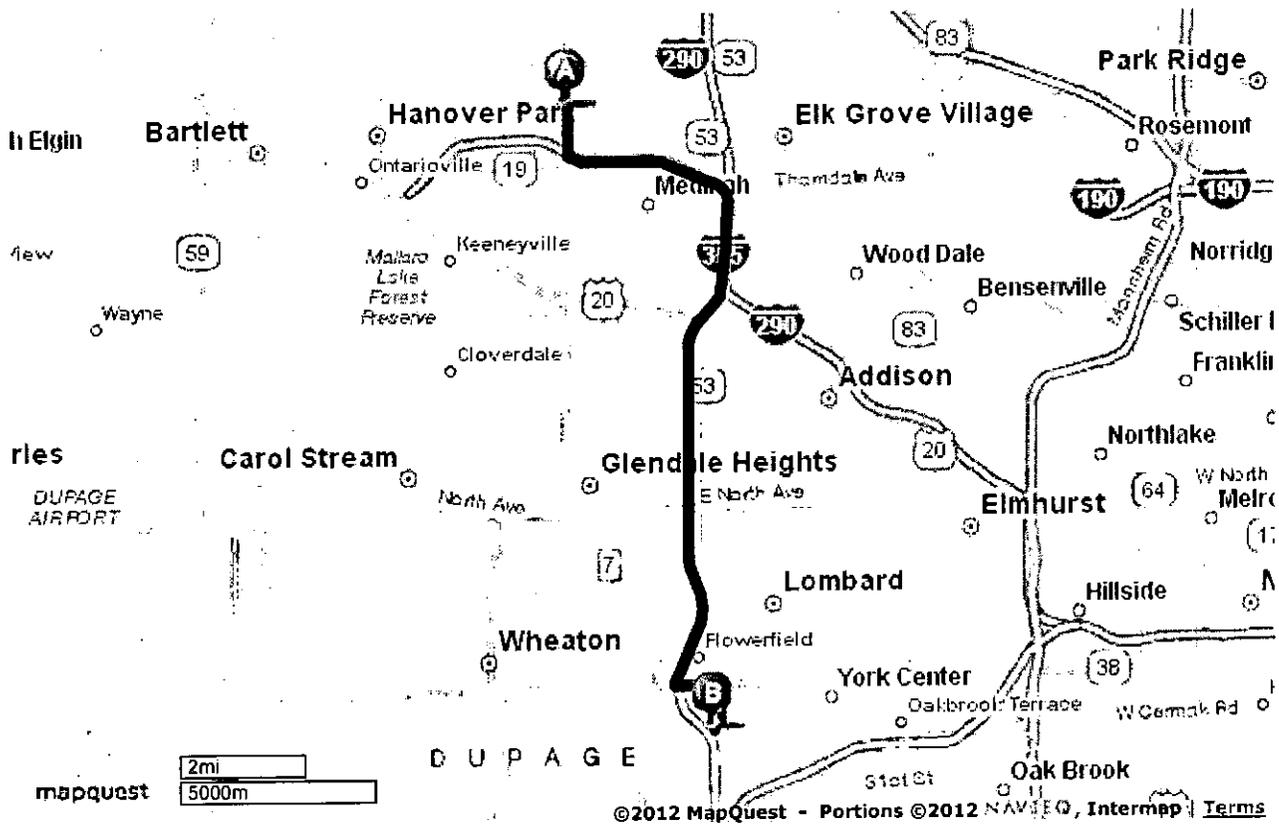
13. 1940 SPRINGER DR is on the right. [Map](#)
If you reach Foxworth Blvd you've gone about 0.1 miles too far



1940 Springer Dr, Lombard, IL 60148-6419

262

Total Travel Estimate: 14.59 miles - about 22 minutes



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Notes

Trip to:

200 E North Ave

Villa Park, IL 60181-1221

11.36 miles / 16 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.8 Mi

0.8 Mi Total



2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#)
If you reach Schreiber Ave you've gone about 0.1 miles too far

0.3 Mi

1.1 Mi Total



3. Merge onto Elgin Ohare Expy E. [Map](#)

2.4 Mi

3.5 Mi Total



4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#)

0.1 Mi

3.6 Mi Total



5. Merge onto I-290 E toward I-355 / Chicago. [Map](#)

5.6 Mi

9.2 Mi Total



6. Merge onto IL-83 S via EXIT 10A. [Map](#)

1.7 Mi

10.9 Mi Total



7. Turn right onto W North Ave / IL-64 W. [Map](#)
W North Ave is 0.2 miles past Frontage Rd
Subway is on the corner
If you reach Elizabeth St you've gone a little too far

0.4 Mi

11.4 Mi Total



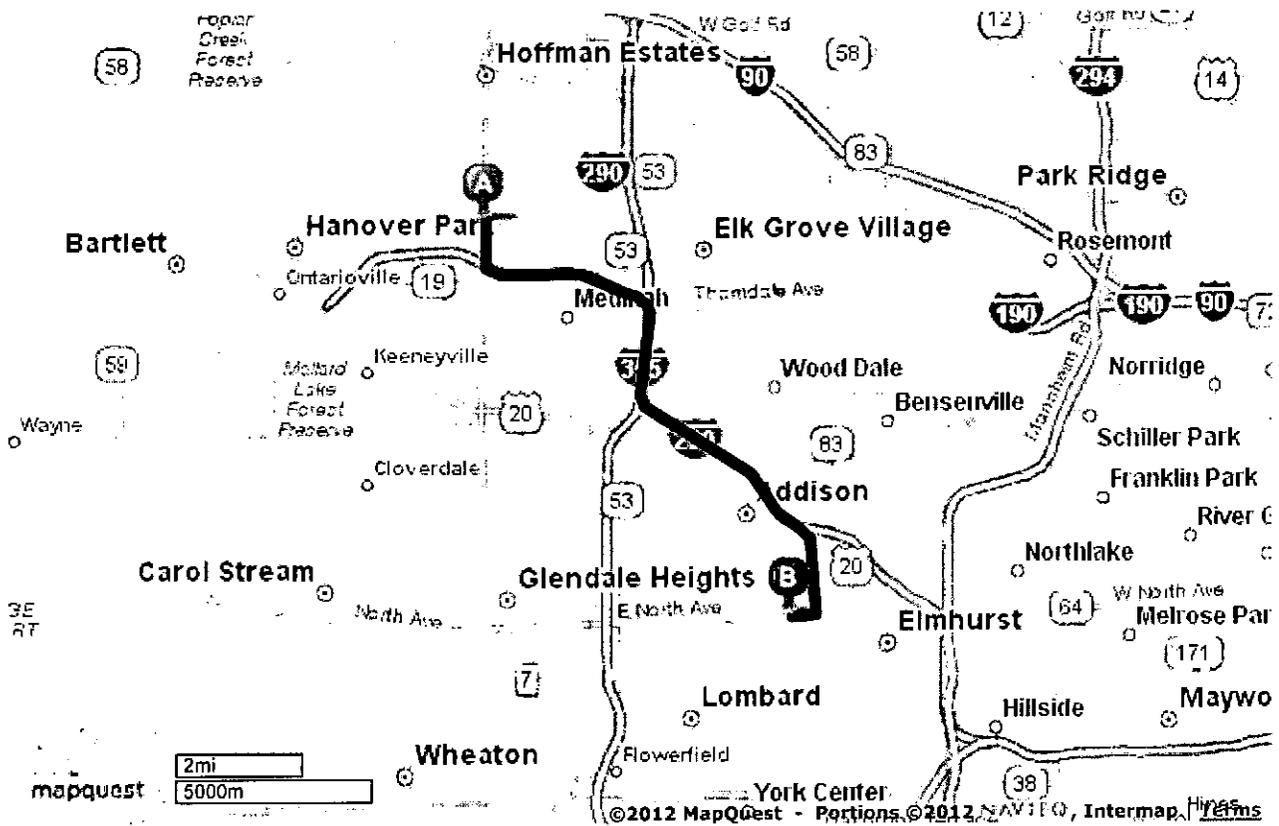
8. **200 E NORTH AVE** is on the right. [Map](#)
Your destination is 0.2 miles past Villa Ave
If you reach S Ellsworth Ave you've gone a little too far



200 E North Ave, Villa Park, IL 60181-1221

264

Total Travel Estimate: 11.36 miles - about 16 minutes



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Notes

Trip to:

901 Biesterfield Rd

Elk Grove Village, IL 60007-3392

3.33 miles / 9 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.05 Mi

0.05 Mi Total



2. Take the 1st left onto E Wise Rd. [Map](#)

1.5 Mi

*Riccarto's Pizzeria is on the right
If you reach W Niagara Ave you've gone a little too far*

1.6 Mi Total



3. E Wise Rd becomes Biesterfield Rd. [Map](#)

1.7 Mi

3.3 Mi Total



4. 901 BIESTERFIELD RD is on the right. [Map](#)

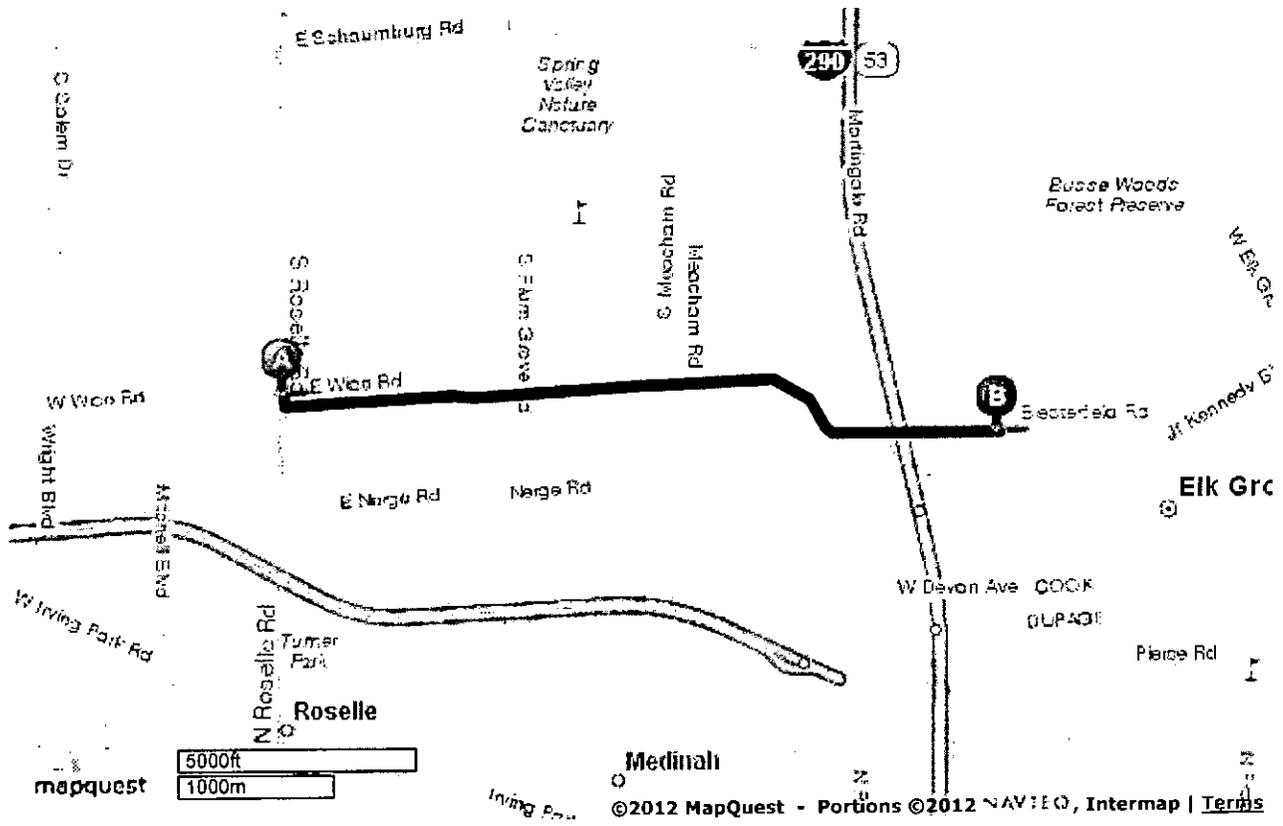
*Your destination is 0.1 miles past Martha St
If you reach Beisner Rd you've gone a little too far*



901 Biesterfield Rd, Elk Grove Village, IL 60007-3392

266

Total Travel Estimate: 3.33 miles - about 9 minutes



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mapquest

Trip to:

2400 Wolf Rd Ste 101

Westchester, IL 60154-5625

17.87 miles / 25 minutes

**1156 S Roselle Rd, Schaumburg, IL 60193-4072**1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.8 Mi

0.8 Mi Total

2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#)

0.3 Mi

If you reach Schreiber Ave you've gone about 0.1 miles too far

1.1 Mi Total

3. Merge onto Elgin Ohare Expy E. [Map](#)

2.4 Mi

3.5 Mi Total

4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#)

0.1 Mi

3.6 Mi Total

5. Merge onto I-290 E toward I-355 / Chicago. [Map](#)

10.4 Mi

14.0 Mi Total

6. Take the I-294-TOLLWAY S exit, EXIT 15A, toward Indiana. [Map](#)

0.4 Mi

14.4 Mi Total

7. Merge onto I-294 S (Portions toll). [Map](#)

2.0 Mi

16.4 Mi Total

8. Take the Cermak Rd / 22nd Street exit. [Map](#)

0.1 Mi

16.6 Mi Total

9. Keep right at the fork to go on Cermak Rd / W 22nd St. [Map](#)

1.0 Mi

17.6 Mi Total

10. Turn right onto Wolf Rd / S Wolf Rd. Continue to follow Wolf Rd. [Map](#)

0.3 Mi

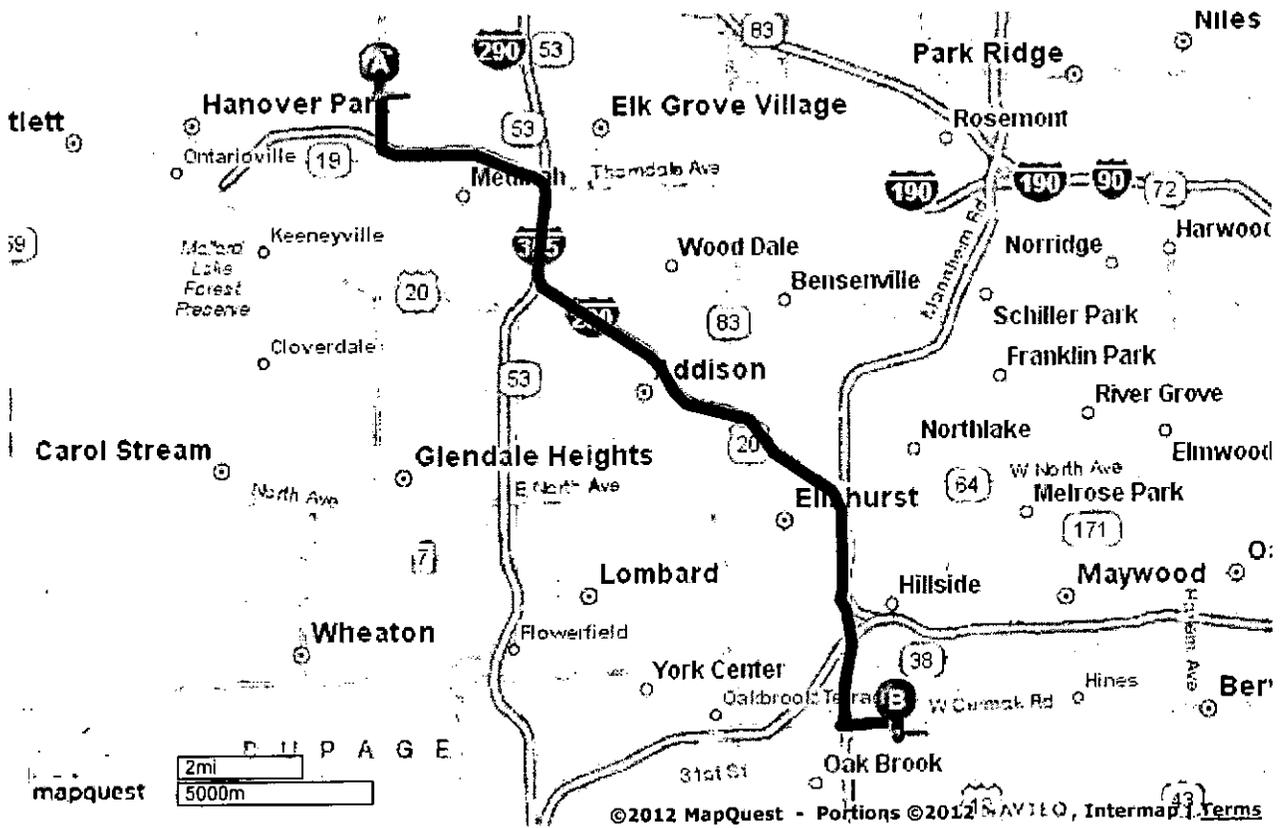
*Wolf Rd is 0.4 miles past Enterprise Dr**Arby's is on the corner**If you are on Cermak Rd and reach Mandel Ave you've gone a little too far*

17.9 Mi Total

11. 2400 WOLF RD STE 101 is on the right. [Map](#)*Your destination is 0.1 miles past Westbrook Corporate Ctr**If you reach Summerdale St you've gone a little too far***2400 Wolf Rd Ste 101, Westchester, IL 60154-5625**

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Total Travel Estimate: 17.87 miles - about 25 minutes



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Notes

Trip to:

4180 Winnetka Ave

Rolling Meadows, IL 60008-1375

8.13 miles / 15 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#)

5.5 Mi

5.5 Mi Total



2. Turn right onto W Euclid Ave. [Map](#)

2.3 Mi

*W Euclid Ave is 0.1 miles past W Colonial Pky
If you reach Shire Cir you've gone about 0.1 miles too far*

7.8 Mi Total



3. Turn left onto Hicks Rd. [Map](#)

0.3 Mi

Hicks Rd is 0.1 miles past Vermont St

8.1 Mi Total



4. Turn right onto Winnetka Ave. [Map](#)

0.02 Mi

*Winnetka Ave is 0.1 miles past Lincoln Ave
Exotic Motors is on the right
If you reach Wilmette Ave you've gone a little too far*

8.1 Mi Total



5. **4180 WINNETKA AVE is on the left.** [Map](#)

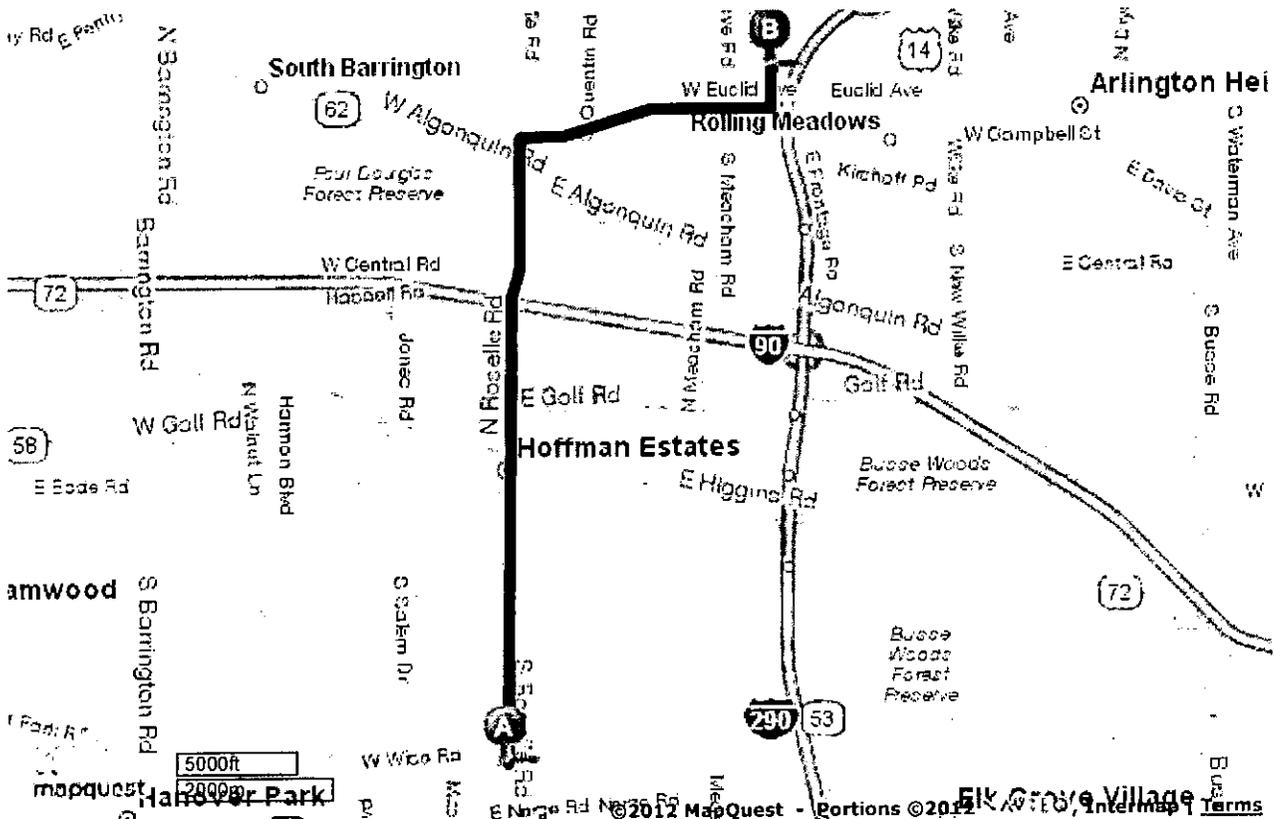
If you reach Winnetka Cir you've gone about 0.1 miles too far



4180 Winnetka Ave, Rolling Meadows, IL 60008-1375

270

Total Travel Estimate: 8.13 miles - about 15 minutes



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Notes

Trip to:

17 W Golf Rd

Arlington Heights, IL 60005-3905

7.99 miles / 14 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going north on **S Roselle Rd** toward **E Hartford Dr.** [Map](#)

1.5 Mi

1.5 Mi Total



2. Turn right onto **E Schaumburg Rd.** [Map](#)

1.8 Mi

*E Schaumburg Rd is just past Quindel Ave
Lou Malnati's Pizzeria is on the right*

3.2 Mi Total



3. Turn left onto **N Meacham Rd.** [Map](#)

1.5 Mi

*N Meacham Rd is 0.1 miles past Brookston Dr
If you reach Wyndham Cove Ln you've gone about 0.1 miles too far*

4.7 Mi Total



4. Turn right onto **E Golf Rd / IL-58 E.** [Map](#)

3.2 Mi

*E Golf Rd is 0.2 miles past American Ln
Qdoba Mexican Grill is on the corner
If you reach Remington Rd you've gone about 0.2 miles too far*

8.0 Mi Total



5. **17 W GOLF RD** is on the right. [Map](#)

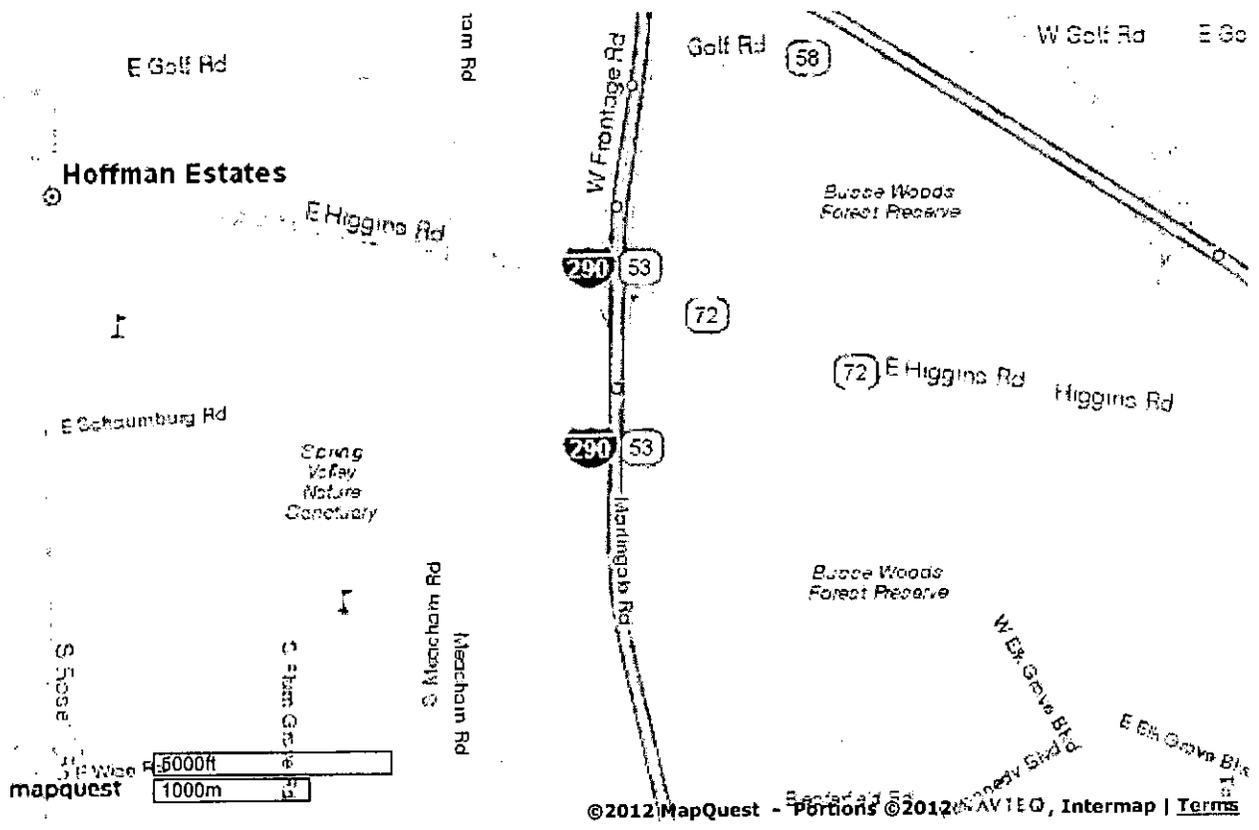
*Your destination is 0.1 miles past S Milbrook Ln
If you reach S Arlington Heights Rd you've gone a little too far*



17 W Golf Rd, Arlington Heights, IL 60005-3905

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Total Travel Estimate: 7.99 miles - about 14 minutes



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Trip to:

605-691 E Dundee Rd

Palatine, IL 60074-2817

11.64 miles / 22 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#)

8.2 Mi

8.2 Mi Total



2. Turn right onto Baldwin Rd. [Map](#)

0.2 Mi

8.4 Mi Total



3. Turn slight right onto W Northwest Hwy / US-14. [Map](#)

0.6 Mi

9.0 Mi Total



4. Turn left onto N Quentin Rd. [Map](#)

0.9 Mi

9.8 Mi Total

*N Quentin Rd is just past N Franklin Ave
Great American Bagel Inc in Quentin Corners is on the corner
If you reach N Vim Allen Ct you've gone a little too far*



5. Turn right onto W Dundee Rd / IL-68. [Map](#)

1.8 Mi

11.6 Mi Total

*W Dundee Rd is just past W Anthony Dr
Mobil Car Wash is on the left
If you reach W Misty Dr you've gone about 0.1 miles too far*



6. **605-691 E DUNDEE RD.** [Map](#)

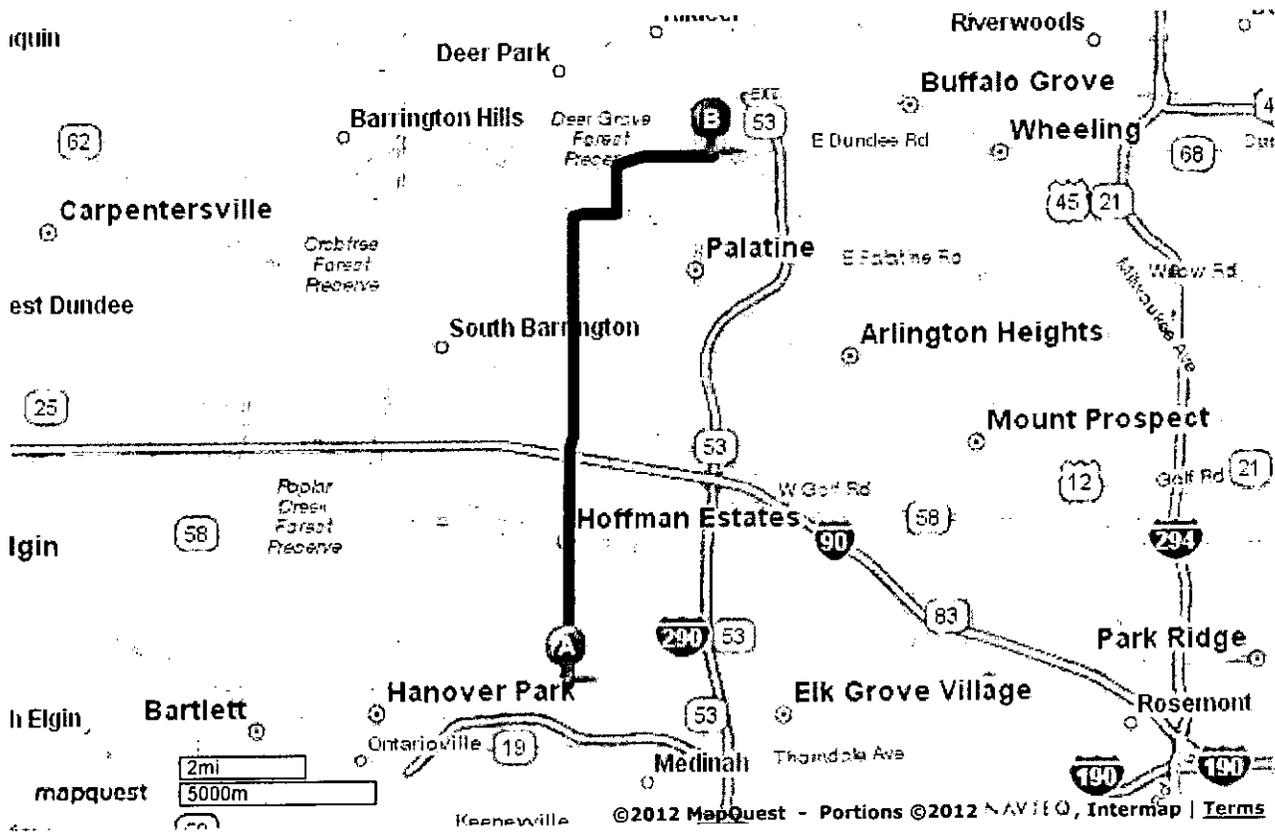
*Your destination is just past N Denise Dr
If you reach N Lynda Dr you've gone about 0.1 miles too far*



605-691 E Dundee Rd, Palatine, IL 60074-2817

274

Total Travel Estimate: 11.64 miles - about 22 minutes



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Trip to:

1291 W Dundee Rd

Buffalo Grove, IL 60089-4009

13.42 miles / 21 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going north on S Roselle Rd toward E Hartford Dr. [Map](#)

1.5 Mi

1.5 Mi Total



2. Turn right onto E Schaumburg Rd. [Map](#)

1.8 Mi

*E Schaumburg Rd is just past Quindel Ave
Lou Malnati's Pizzeria is on the right*

3.2 Mi Total

If you are on N Roselle Rd and reach Allerton Dr you've gone about 0.1 miles too far



3. Turn left onto N Meacham Rd. [Map](#)

0.7 Mi

N Meacham Rd is 0.1 miles past Brookston Dr

4.0 Mi Total

If you reach Wyndham Cove Ln you've gone about 0.1 miles too far



4. Turn right onto E Higgins Rd / IL-72 E. [Map](#)

0.8 Mi

E Higgins Rd is 0.2 miles past Willow Rd

4.8 Mi Total

If you reach Bank Dr you've gone about 0.1 miles too far



5. Turn left onto E Frontage Rd. [Map](#)

0.6 Mi

E Frontage Rd is 0.1 miles past W Frontage Rd

5.4 Mi Total



6. Merge onto IL-53 N. [Map](#)

6.9 Mi

12.3 Mi Total



7. Merge onto IL-68 E / W Dundee Rd. [Map](#)

1.1 Mi

13.4 Mi Total



8. 1291 W DUNDEE RD is on the right. [Map](#)

Your destination is just past Grove Dr

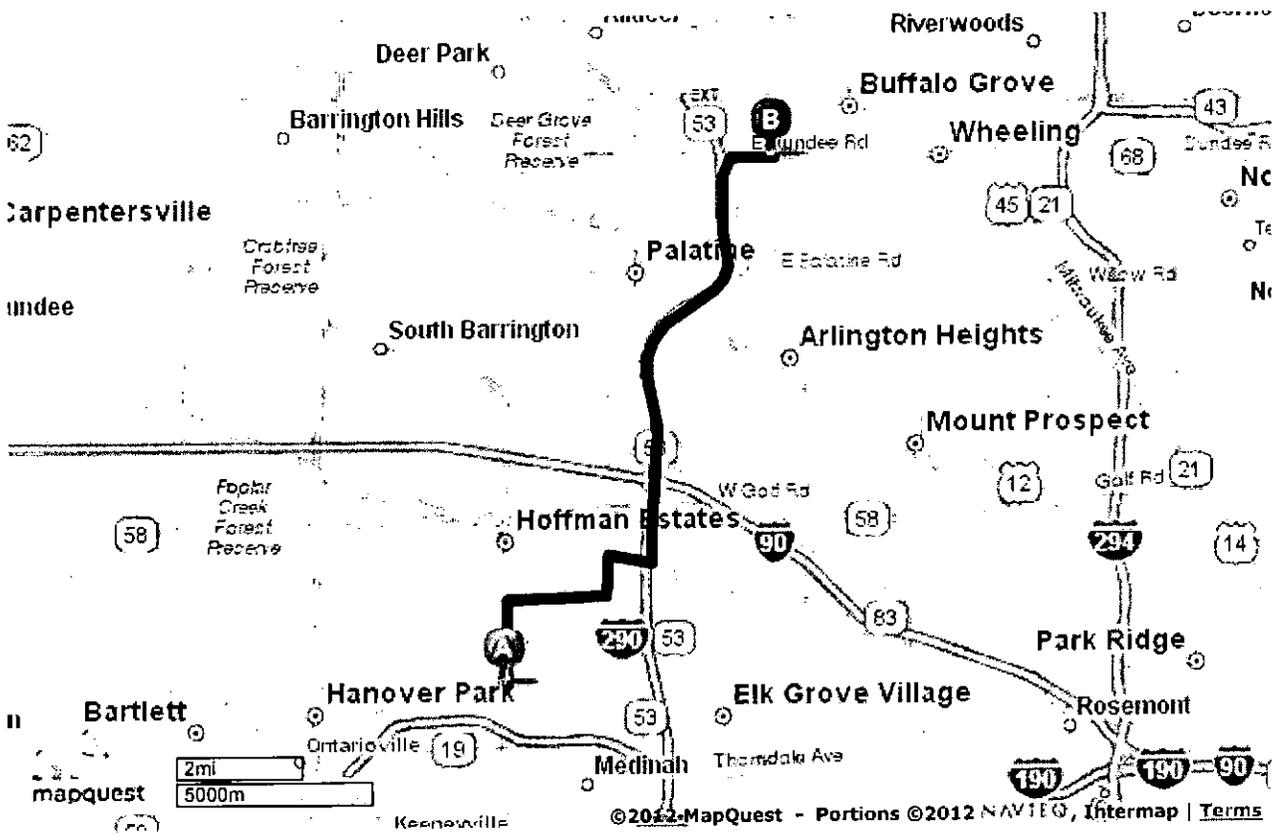
If you reach N Arlington Heights Rd you've gone a little too far



1291 W Dundee Rd, Buffalo Grove, IL 60089-4009

274

Total Travel Estimate: 13.42 miles - about 21 minutes



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Trip to:

1201 W Roosevelt Rd

Maywood, IL 60153-4046

18.62 miles / 25 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.8 Mi

0.8 Mi Total



2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#)
If you reach Schreiber Ave you've gone about 0.1 miles too far

0.3 Mi

1.1 Mi Total



3. Merge onto Elgin Ohare Expy E. [Map](#)

2.4 Mi

3.5 Mi Total



4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#)

0.1 Mi

3.6 Mi Total



5. Merge onto I-290 E toward I-355 / Chicago. [Map](#)

14.0 Mi

17.7 Mi Total



6. Take the 17th Ave exit, EXIT 19A. [Map](#)

0.2 Mi

17.8 Mi Total



7. Stay straight to go onto Bataan Dr. [Map](#)

0.03 Mi

17.9 Mi Total



8. Take the 1st right onto S 17th Ave. [Map](#)

*Hannah's Food & Liquor is on the right
If you reach S 16th Ave you've gone a little too far*

0.4 Mi

18.3 Mi Total



9. Turn left onto W Roosevelt Rd. [Map](#)

*W Roosevelt Rd is 0.1 miles past Fillmore St
If you reach 13th St you've gone about 0.1 miles too far*

0.3 Mi

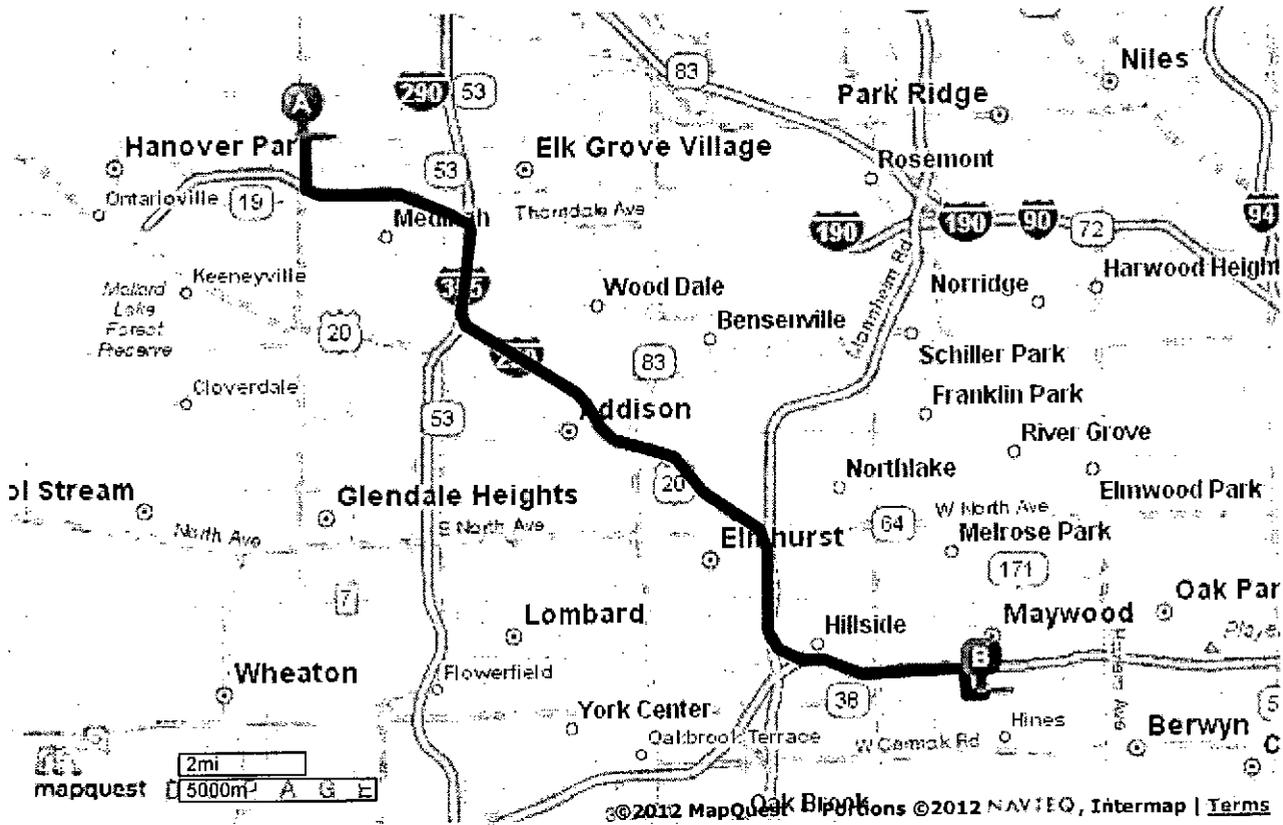
18.6 Mi Total



1201 W Roosevelt Rd, Maywood, IL 60153-4046

278

Total Travel Estimate: 18.62 miles - about 25 minutes



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Notes

Trip to:

719 W North Ave

Melrose Park, IL 60160-1612

16.54 miles / 24 minutes



1156 S Roselle Rd, Schaumburg, IL 60193-4072



1. Start out going south on S Roselle Rd toward W Wise Rd. [Map](#)

0.8 Mi

0.8 Mi Total



2. Turn left to take the East Elgin O'Hare Expressway ramp. [Map](#)
If you reach Schreiber Ave you've gone about 0.1 miles too far

0.3 Mi

1.1 Mi Total



3. Merge onto Elgin Ohare Expy E. [Map](#)

2.4 Mi

3.5 Mi Total



4. Elgin Ohare Expy E becomes Thorndale Ave. [Map](#)

0.1 Mi

3.6 Mi Total



5. Merge onto I-290 E toward I-355 / Chicago. [Map](#)

8.3 Mi

11.9 Mi Total



6. Merge onto E North Ave / IL-64 E via EXIT 13A toward US-20 E / Lake St / I-294 N / Milwaukee. [Map](#)

4.6 Mi

16.5 Mi Total



7. Make a U-turn onto W North Ave / IL-64 W. [Map](#)
If you reach N 5th Ave you've gone about 0.1 miles too far

0.05 Mi

16.5 Mi Total



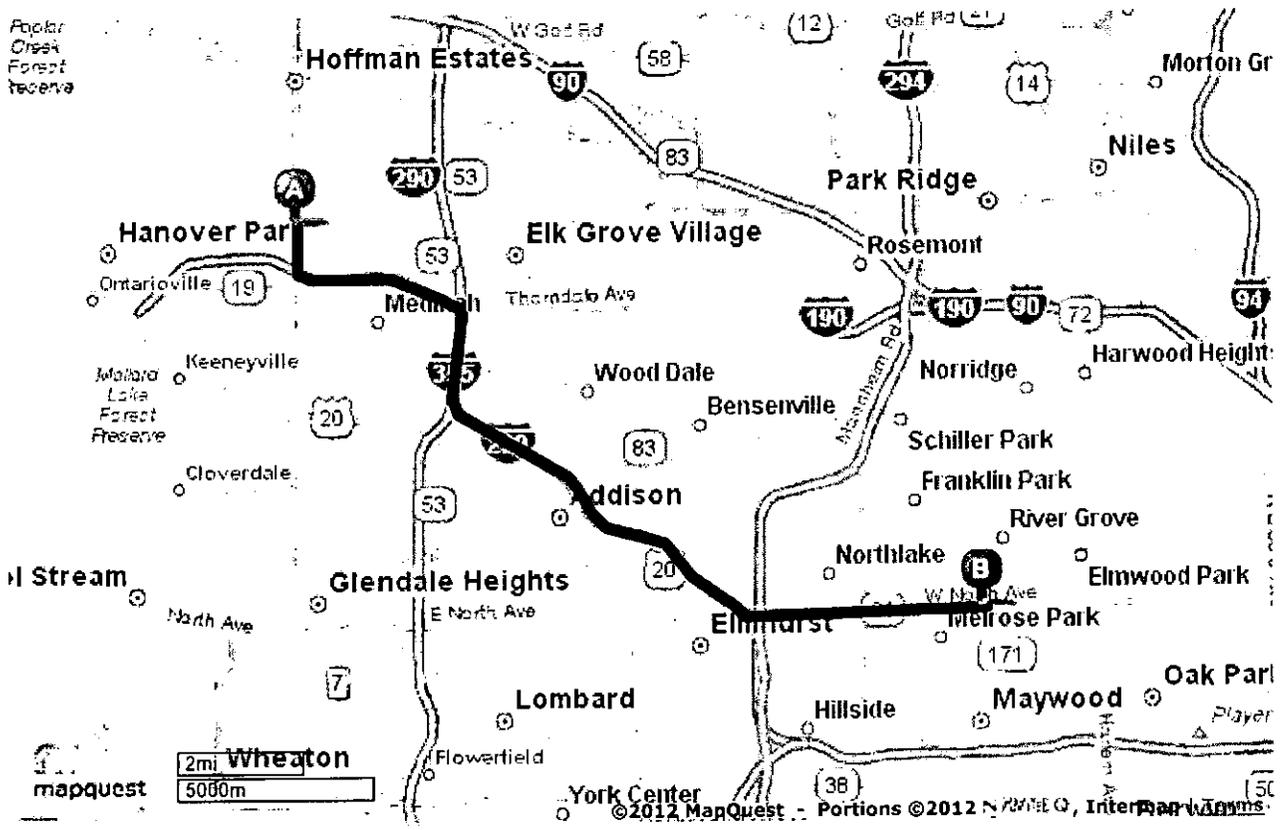
8. **719 W NORTH AVE** is on the left. [Map](#)
If you reach N 9th Ave you've gone about 0.1 miles too far



719 W North Ave, Melrose Park, IL 60160-1612

280

Total Travel Estimate: 16.54 miles - about 24 minutes



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Notes

Trip to:
4701 N Cumberland Ave
Norridge, IL 60706-2905
15.56 miles / 26 minutes

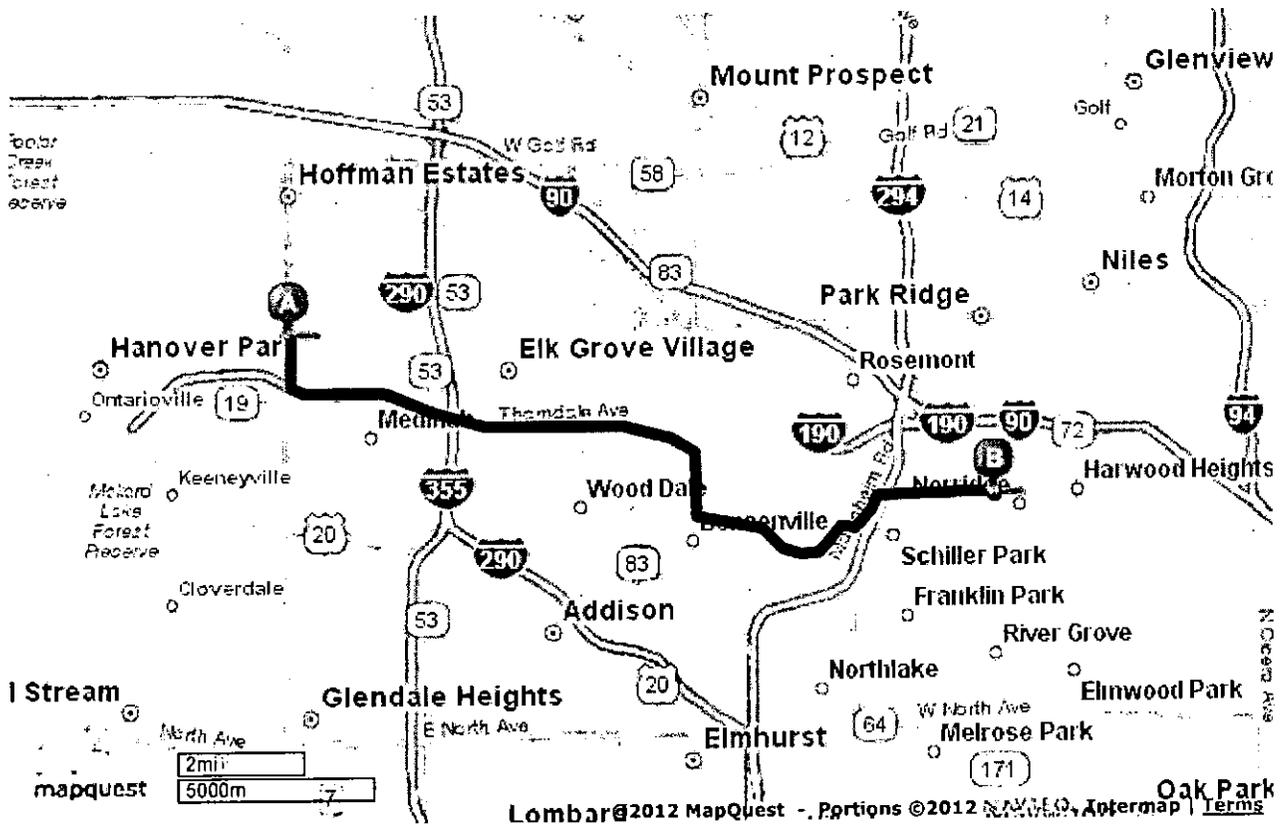
A 1156 S Roselle Rd, Schaumburg, IL 60193-4072

- O
 1. Start out going south on **S Roselle Rd** toward **W Wise Rd**. [Map](#) 0.8 Mi
0.8 Mi Total
- RAMP
 2. Turn **left** to take the **East Elgin O'Hare Expressway** ramp. [Map](#)
If you reach Schreiber Ave you've gone about 0.1 miles too far 0.3 Mi
1.1 Mi Total
- ↑↑
 3. Merge onto **Elgin Ohare Expy E**. [Map](#) 2.4 Mi
3.5 Mi Total
- ↑
 4. **Elgin Ohare Expy E** becomes **Thorndale Ave**. [Map](#) 4.8 Mi
8.3 Mi Total
- ↘
 5. Turn **right** onto **N York Rd**. [Map](#) 1.1 Mi
9.4 Mi Total
- ↙
EAST
19
 6. Turn **left** onto **E Irving Park Rd / IL-19 E**. [Map](#)
*E Irving Park Rd is just past Pleasant St
Subway is on the corner
If you reach W Roosevelt Ave you've gone about 0.1 miles too far* 3.3 Mi
12.7 Mi Total
- ↙
NORTH
45
 7. Turn **left** onto **US-45 N / US-12 W / Mannheim Rd**. [Map](#)
*US-45 N is 0.8 miles past Seymour Ave
If you reach George Pl you've gone a little too far* 0.7 Mi
13.4 Mi Total
- ↘
 8. Take the **1st right** onto **Lawrence Ave**. [Map](#)
Lawrence Ave is 0.3 miles past Montrose Ave 2.0 Mi
15.5 Mi Total
- ↘
SOUTH
171
 9. Turn **right** onto **N Cumberland Ave / IL-171 S**. [Map](#)
*N Cumberland Ave is just past N Clifton Ave
If you reach Thatcher Rd you've gone about 0.1 miles too far* 0.1 Mi
15.6 Mi Total
- ↺
NORTH
171
 10. Make a **U-turn** at **W Leland Ave** onto **N Cumberland Ave / IL-171 N**. [Map](#)
If you reach W Coral Dr you've gone about 0.1 miles too far 0.01 Mi
15.6 Mi Total
- 11. **4701 N CUMBERLAND AVE** is on the right. [Map](#)
If you reach W Lawrence Ave you've gone about 0.1 miles too far

B 4701 N Cumberland Ave, Norridge, IL 60706-2905

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Total Travel Estimate: 15.56 miles - about 26 minutes



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