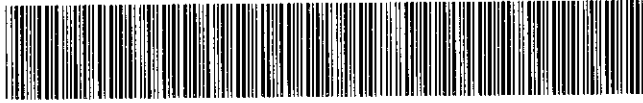




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**SUBORDINATION, NON-DISTURBANCE
AND
ATTORNMEN T AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (hereinafter referred to as the "**Agreement**"), dated this 19th day of May, 2006, made by and among **RM Properties, LLC**, a Delaware limited liability company, as successor-in-interest to Renal Management, Inc. ("**Landlord**"), having an address of 14105 Biscayne Place, Poway, California 92064; **Hillcrest Bank** (hereinafter referred to as "**Lender**"), having an address of 11111 W. 95th Street, Overland Park, Kansas 66214; and **DaVita Inc.**, a Delaware corporation ("**Tenant**"), having an address of P.O Box 1476, Tacoma, Washington 98401-1476.

RECITALS:

A. Lender intends to fund a commercial mortgage loan (the "**Loan**") to Landlord secured by a mortgage, deed of trust or other security instrument (the "**Mortgage**") on the land described on Exhibit "A," together with present or future improvements (the "**Property**");

B. By a certain lease dated March 22, 2000 between Landlord and Omaha Nephrology, L.P., as predecessor in interest to Tenant (together with all amendments, options, extensions and renewals, the "**Lease**"), Landlord has demised to Tenant all or a portion of the Property (the "**Leased Premises**");

C. As a condition of the Loan's funding, Landlord will assign its interest in the Lease to Lender to secure the Loan (the "**Assignment**"); and

D. The Tenant's execution and delivery of this Agreement is a condition precedent to Lender's obligation to fund the Loan; and

E. It is the desire and intention of the parties hereto to subordinate the operation of the Lease for the full term thereof to the lien and operation of the Mortgage, so that the Mortgage shall and will become a lien upon the Leased Premises and the Lease will be unconditionally subordinated thereto in every manner whatsoever; and

F. Tenant desires to enter into this Agreement in order to benefit from the promises by Lender that are set forth in this Agreement.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

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2. **Subordination.** The Lease, together with all rights, remedies, options, liens and charges created thereby, is and shall be junior, inferior, subject and unconditionally subordinate in each and every respect to the lien, operation and effect of the Mortgage (and all other documents executed in conjunction with the loan transaction evidenced thereby) and to any and all advancements made thereunder and to all renewals, modifications, consolidations, replacements, additional advances, future advances and extensions thereof.

3. **Non-Disturbance.** Lender does hereby agree with Tenant that, so long as Tenant complies with the terms, conditions and covenants of the Lease and performs its obligations under the Lease, (a) Lender will take no action which will interfere with or disturb Tenant's possession or lawful use of the Leased Premises or other rights under the Lease, and (b) in the event Lender or other purchaser of the Property (each a "**Successor Landlord**") becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, the Property shall be subject to the Lease and Successor Landlord shall recognize Tenant as a tenant on the Property for the remainder of the term of the Lease in accordance with the provisions thereof.

4. **Attornment.** Tenant does hereby agree with Lender that, in the event Successor Landlord becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Successor Landlord (its designees, assigns, or successor owner of the Property) as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of said Lease. Tenant further covenants and agrees to execute and deliver upon request of Successor Landlord, or its successors or assigns, an appropriate agreement of attornment to any subsequent title holder of the Property.

5. **Limitation of Liability.** Notwithstanding any other provisions of this Agreement to the contrary, Successor Landlord shall not be: (a) liable for any act or omission of any prior landlord relating to any event or occurrence before Lender or Successor Landlord acquires possession or control of the Leased Premises, (b) subject to any offsets or defenses which Tenant might have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord or any deposits paid to a prior landlord, unless Successor Landlord actually receives such rent, additional rent or deposits, or (d) bound by any amendment or modification of the Lease made without Lender's or other Successor Landlord's written consent.

6. **Notices Under Lease.** So long as the Mortgage remains outstanding and unsatisfied, Tenant shall deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to Landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default of Landlord, or within the time permitted Landlord for curing any default under the Lease as therein provided (but in any event, not less than 60 days after Lender has received a notice in accordance with this Section), Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender

shall be as effective to prevent the rights of Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by Landlord.

7. **Assignment of Lease.** Tenant acknowledges that Landlord may execute and deliver the Assignment to Lender as security for the loan which the Mortgage secures, and Tenant hereby expressly consents to any such assignment and agrees to pay any rents under the Lease directly to Lender upon Lender's notice to Tenant to make payments directly to Lender or at the direction of Lender. Landlord hereby authorizes and directs Tenant (upon written direction to Tenant by Lender) to pay the above sums directly to Lender, or at the direction of Lender and agrees to hold Tenant harmless for any monies so paid directly to or at the direction of Lender. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage (or other documents executed in conjunction therewith), will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing and for only such period (after such election by Lender) as Lender is in possession.

8. **Estoppel.** Landlord and Tenant hereby certify to Lender that the Lease is in full force and effect; that the Lease and any modifications and amendments specified herein or therein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder; Tenant's interest in the Lease has not been conveyed, assigned, hypothecated or mortgaged and Tenant is not involved in any bankruptcy, reorganization arrangement or insolvency proceedings.

9. **Notices.** Any and all notices, elections or demand permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and will be deemed delivered or made upon the earlier of actual receipt if sent by overnight courier or hand-delivered or three (3) days after same is mailed by registered or certified mail, return receipt requested, with sufficient postage affixed, and addressed to the parties as follows:

Lender at: HILLCREST BANK
Attn: Mr. Jeffrey A. Forgey
11111 W. 95th Street
Overland Park, Kansas 66214

with a copy to:

Bradley J. Maddock
LEWIS, RICE & FINGERSH, L.C.
One Petticoat Lane

1010 Walnut, Suite 500
Kansas City, Missouri 64106

Landlord at: RM Properties, LLC
14105 Biscayne Place
Poway, California 92064
Attn: Mr. Gerald D. Simonsen

Tenant at: DaVita Inc.
P.O. Box 1476
Tacoma, Washington 98401-1476

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of address is effective only upon receipt. Each party jointly and severally agrees that it will furnish the other parties with copies of all notices relating to the Lease.

10. Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors and assigns and all of those holding title under any of them, and the pronouns herein shall include, where appropriate, either gender or both, singular or plural.

11. Non-Waiver. No indulgence, waiver, election or non-election by Lender under the Mortgage or any other loan documents associated with the Mortgage shall affect this Agreement.

12. Modification of Agreement. The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way except through written amendments signed by all of the parties hereto.

13. Governing Law. It is agreed that the laws of the State in which the Property is located shall govern the construction and interpretation of this Agreement and the rights and obligations set forth herein.

14. Attorneys' Fees. In the event of any legal or equitable action, including any appeals or bankruptcy proceedings, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover its costs and its reasonable attorneys' fees and paralegal fees.

15. Severance. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

16. Exculpation. In the event Lender or any affiliate of Lender (for purposes of this paragraph, the term "Lender" shall include any corporation, partnership or limited liability company owned or controlled by Lender) acquires title to the Leased Premises and succeeds to the interest of Landlord under the Lease, then, anything in the Lease to the contrary

notwithstanding, Lender shall have no personal liability for any damages resulting from its default under the terms of this Lease, and Tenant agrees that it shall look solely to the estate and interest of Lender in the Leased Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Lender in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lender, and no other assets of Lender shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

17. Prevailing Clause. Tenant agrees that any and all right of first refusal or rights, if any, to purchase any portion or all of the Property granted to it under the Lease is and are in all manner and respect unconditionally subordinate and inferior to the Mortgage and other Loan documents in favor of Lender.

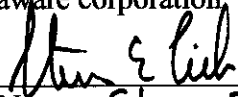
18. Lender's Consent for Substitution. Anything in the Lease to the contrary notwithstanding, Tenant and Landlord hereby agree that Tenant shall not be entitled to exercise any option or right it may have pursuant to the Lease to substitute the Leased Premises for another property or properties without the prior written consent of Lender, which may be withheld in Lender's sole discretion.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. The Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

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

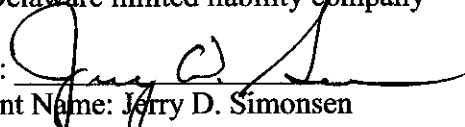
TENANT:

DAVITA INC.
a Delaware corporation

By: 
Print Name: Steven E. Lieb
Title: Group General Counsel

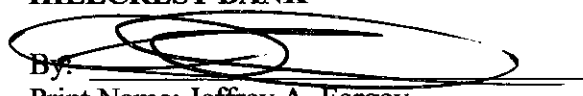
LANDLORD:

RM PROPERTIES, LLC,
a Delaware limited liability company

By: 
Print Name: Jerry D. Simonsen
Title: Manager

LENDER:

HILLCREST BANK

By: 
Print Name: Jeffrey A. Forgey
Title: Senior Vice President

ACKNOWLEDGEMENT

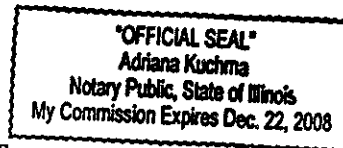
STATE OF IL)
) ss.
COUNTY OF Cook)

On this 19 day of May, 2006, before me, the undersigned officer, personally appeared Steven E. Lieb, who acknowledged himself to be the Group General Counsel of DaVita Inc., a Delaware corporation, and that he, as such Group General Counsel being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Group General Counsel.

In witness whereof, I hereunto set my hand and official seal.

Notary Public for
My Commission Expires:

[Signature]
Dec 22 2008



ACKNOWLEDGEMENT

STATE OF)
) ss.
COUNTY OF)

On this 3rd day of May, 2006, before me, the undersigned officer, personally appeared Jerry D. Simonsen, who acknowledged himself to be the Manager of RM Properties, LLC, a Delaware limited liability company, and that he, as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

In witness whereof, I hereunto set my hand and official seal.

[Signature]

Notary Public for
My Commission Expires:

CALIFORNIA
7/4/07

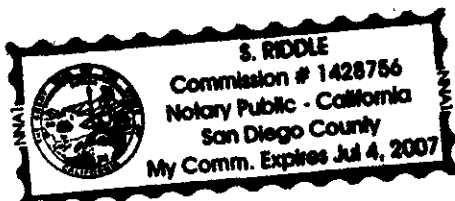


Exhibit A

Legal Description

Lots 5 and 6, Block 9, in Bensonvale Acres, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT that part more particularly described as follows:

Beginning at the Southeast corner of said Lot 5; thence West along the South line of Lots 5 and 6, a distance of 272.0 feet; thence North along the West line of said Lot 6, a distance of 8.0 feet; thence Southeasterly a distance of 2.0 feet to a point 7.0 feet North and 1/5 feet East of the Southwest corner of said Lot 6; thence East along a line parallel to the South line of said Lots 5 and 6, a distance of 261.0 feet to a point 7.0 feet North and 9.5 feet West of the Southeast corner of said Lot 5; thence Northeasterly a distance of 19.5 feet to a point on the East line of said Lot 5, said point being 24.0 feet North of the Southeast corner of said Lot 5; thence South along the East line of said Lot 5, a distance of 24.0 feet to the point of beginning; EXCEPT the South 10 feet of the North 93 feet of said Lots 5 and 6 abutting Ames Avenue, which has been dedicated to the City of Omaha;

AND

The South 1/2 of Lot 7 in Block 9, in Bensonvale Acres, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.