

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 2nd day of February, 2005, by and between EDGEFIELD PROPERTIES, INC., a South Carolina corporation with its principal offices located at 304 ½ Main Street, Edgefield, SC 29824 (hereinafter referred to as the "Lessor") and DCA OF EDGEFIELD, LLC, a South Carolina limited liability company, having an office at c/o Dialysis Corporation of America, 1302 Concourse Drive, Linthicum, MD 21090 (hereinafter referred to as the "Lessee").

### 1. PREMISES

Lessor, in consideration of the rents and covenants hereinafter mentioned, does demise and lease unto Lessee, all that certain space consisting of approximately 6,250 square feet of rentable space, with specifications for the Premises attached as Exhibit A (the "Premises"), situated within the building (the "Building"), located on Lessor's property at 306 Main Street, Edgefield, South Carolina 29824 (the "Property"), to be used for an out-patient medical and dialysis center and related services necessary to support the operations as a dialysis center (the "Use").

### 2. TERM

This Lease is for the term of ten (10) years, commencing on the Commencement Date defined below, and ending on the last day of the month in which the tenth anniversary of the Commencement Date occurs (the "Term").

### 3. COMMENCEMENT OF TERMS

#### 3.1 Commencement

The Term shall commence on the "Commencement Date," which shall be defined as the earlier of (a) 120 days from the date on which the Landlord delivers the Premises to Tenant, or (b) the date on which the Lessee begins to provide dialysis services to patients.

#### 3.2 Renovation

All interior alterations and renovations of the Premises shall be the responsibility of the Lessee, and may be made by Lessee only upon prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor shall accommodate and shall not interfere with Lessee's contractors with respect to such alterations and renovations.

3.3 Lessor represents and warrants to Lessee that the Premises may be used for the purposes and Use set forth in this Lease, and Lessee's Use of the Premises complies with all existing zoning laws and regulations. Lessor's representations as provided in this Section 3.3 are a material inducement to Lessee entering into this Lease; and the failure of Lessor's representations and warranties as provided in this Section 3.3 to be true, and/or Lessee being in any way restricted in its operations or otherwise not

able to operate in accordance with the Use, shall give Lessee the immediate option to terminate this Lease and receive the return from Lessor of any and all payments made upon execution of this Lease, including, among others, any Rent, Rent Deposit and Security Deposit.

3.4 Lessee shall, in the Use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of governmental and municipal authorities. Lessee shall keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Lessee's business at the Premises. Nothing in the foregoing shall require Lessee to perform any work or make any improvements or repairs which Lessor is required to make pursuant to other provisions of this Lease.

#### 4. RENT; SECURITY DEPOSIT

4.1 Except as set forth in Section 4.2 below, the payment of rent shall commence on the Commencement Date. Lessee agrees to pay as rent to Lessor for the Use of the Premises during the Term Sixty Thousand and 00/100 (\$60,000.00) Dollars per year (the "Rent") to be paid in monthly installments of Five Thousand and 00/100 (\$5,000.00) Dollars, payable monthly in advance on the due date, which is the first day of each calendar month during the Term, allowing ten (10) day check processing time.

4.2 On the date of the execution of this Lease (the "Execution Date") Lessee shall deposit with Lessor the first month's Rent as set forth in Section 4.1 above (the "Rent Deposit"), which shall be applied to the month commencing with the Commencement Date. In the event the Commencement Date falls on a date later than the first day of the calendar month, the Rent Deposit shall be a pro-rated rent for said partial month, and any balance of the Rent Deposit remaining shall be applied to the Lessee's Rent payment for the next successive month.

4.3 In addition to the Rent Deposit, on the Execution Date Lessee shall deposit with Lessor a security deposit in an amount equal to one month's Rent as set forth in Section 4.1 above (the "Security Deposit"). Lessor shall maintain such Security Deposit in an interest bearing bank account for the benefit of Lessee: provided that, if as of the end of the eleventh (11<sup>th</sup>) month of the first lease year the Lessee is not in default of this lease and has made all Rent payments in a timely manner, Lessee shall have the option to direct Lessor to (i) apply the Security Deposit toward the Rent payment for the twelfth (12<sup>th</sup>) month of the first lease year (and any accrued interest on such Security shall be applied toward the Rent payment for the first month of the second lease year), or (ii) return the Security Deposit, together with accrued interest, to Lessee. As used herein, the term "lease year" shall mean each consecutive twelve month period with the first lease year commencing with the month in which the Commencement Date occurs;

#### 5. RENEWAL OPTION

This Lease shall be renewable for two consecutive periods of five (5) years each under the terms and conditions of this Lease, which Renewal Periods shall be automatic provided that:

(i) Lessee is not in default hereunder; and

(ii) Lessee has not given notice of its intent to terminate the Lease and not enter into any Renewal Period; provided that any such notice to terminate this Lease and not to renew shall be given at least ninety (90) days prior to the expiration of the current Term; and



(iii) The Rent for any Renewal Period will commence on the first day of the month immediately following the expiration of the initial Term or the first Renewal Period, as the case may be, and will be at rental amounts equal to the greater of (a) the Rent for the immediately preceding lease period increased by two (2%) percent, or (b) an agreed upon formula based upon the prime rate.

## 6. OPERATING RESPONSIBILITIES OF THE LESSOR

Lessor shall be responsible for the following during the Term:

(i) To keep and maintain in good, clean, safe and sanitary order, condition and repair the roof, exterior walls, structure, foundation, floor slabs, paving and outside walks and other structural components of the Premises, and surrounding grounds, and all common areas within and without the Building;

(ii) To keep and maintain in good and sanitary order, condition and repair the plumbing, electrical and gas components leading into and the overall plumbing, electrical and gas components of the Premises;

(iii) To keep and maintain in good and sanitary order, condition and repair, the parking areas for the Building and, except as otherwise provided below, to assure that the parking lot adjacent to the Premises is available for free parking solely for the staff and patients of Lessee; Lessor shall mark the parking spaces in the parking lot adjacent to the Premises for the Lessee's staff and for the Lessee's patients, and Lessee shall have the right and shall be solely responsible for designating and marking the appropriate number of such spaces for handicapped patients of Lessee; notwithstanding the foregoing, Lessor shall retain the right to use up to three (3) parking spaces in the parking lot adjacent to the Premises;

(iv) To refrain from engaging in any act or suffering to exist any obstacle or impediment that would prevent access by delivery vehicles to the alley adjacent to the Building for delivery of supplies to Lessee, and to allow Lessee's patients and staff to use additional parking facilities for the Building as may be available;

(v) To provide and maintain sufficient landscaping around the Premises in such manner and capacity as to create a pleasing and attractive environment for the Premises;

(vi) To refrain from improperly removing or otherwise interfering with the trash dumpsters that are located in close proximity to the Premises to handle the daily containment and removal of trash from the Premises; Landlord hereby represents that the obligation for providing and removing such trash dumpsters for the containment and removal of trash from the Premises and the Building are the obligation of the local and/or municipal government of the jurisdiction in which the Building is located, and provided further, that Lessee shall be responsible at its sole cost and expense for the proper containment and disposal of all medical refuse;

(vii) To make specific improvements to the exterior of the Premises that are mutually agreed upon with the Lessee, so the Premises are easily accessible for the delivery of supplies and the entrance or exit of non-ambulatory patients;

(viii) To insure Lessee has access to the Premises 24 hours per day, seven (7) days a week, 52 weeks each year during the Term and all Renewal Periods;

(ix) To provide utilities and services, in particular sufficient water, electric and gas lines and telephone conduits to the Premises, as well as sewer lines together with a natural gas line from the street to the Premises;

(x) To pay all real estate, sales, income and other taxes with respect to the Premises and this Lease;

(xi) To ensure that the exterior lighting at and about the Premises is sufficient to meet local and state building codes; and

(xiv) To keep and maintain in good and sanitary order, condition and repair, air conditioning and heating, including but not limited to all necessary plumbing, electrical and ventilation, engineered in size and capacity to Lessee's requirements, to handle the heating and cooling needs of Lessee's Use; Lessor warrants that the HVAC systems are currently in safe and good operating condition, and to the extent that such HVAC systems are modified or expanded to meet the needs of Lessee's Use, such systems as modified shall be repaired and maintained at Lessor's sole cost, provided that Lessee has obtained Lessor's prior written consent to such modification(s) of the HVAC system, which consent shall not be unreasonably withheld or delayed.

#### 7. OPERATING RESPONSIBILITIES OF LESSEE

Lessee shall be responsible for the following during the Term:

(i) To pay for all utility charges Lessee uses at the Premises;

(ii) To make and pay for all necessary alterations and improvements to the Premises, to include interior maintenance, repair and cleaning of carpets, painting of interior walls, and interior decorating, which Lessee has the right to do for Lessee's own purposes, which shall be made at Lessee's expense; Lessee may at any time remove any and all furniture, fixtures, laboratory and other equipment and movable improvements that Lessee installed within the Premises, including machinery and equipment affixed to the Premises by or for Lessee, and Lessee shall promptly repair any damage to the Premises as a result of such removal, other than normal wear and tear;

(iii) Lessee shall not permit any mechanic's liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released and an instrument evidencing discharge of same to be recorded forthwith without any cost to Lessor. Lessee shall indemnify and save Lessor harmless from all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If Lessor incurs any costs and expenses for such mechanic's liens, including reasonable attorney's fees, then Lessee shall pay the Lessor that sum so incurred as additional rent;

(iv) To provide janitorial services and supplies for and trash removal from the Premises, and to maintain the Premises in good condition; and

(v) To return the Premises in good condition and repair, subject to normal wear and tear, at the end of the Term or any Renewal Period.



8. ASSIGNING OR SUBLETTING BY LESSEE

Lessee shall have the privilege of assigning or subletting the Premises, after first obtaining written consent of Lessor, such consent to be reasonable and shall not be arbitrarily withheld. Notwithstanding any provisions hereof, Lessee may assign or sublet the Premises or any portion thereof, without Lessor's consent, to [(i) Lessee's medical director and similar physician; and (ii)] any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires substantially all of the assets of Lessee, provided that said assignee assumes, in full, the obligations of Lessee under this Lease. Any such assignment shall terminate from that time on any and all liabilities and obligations of Lessee and Guarantor to pay rent or perform under the Lease. The Lessee and Guarantor shall remain liable for the obligations of Lessee under this Lease during the term of any sublease. Consent to one assignment or subletting by Lessor shall not be deemed consent to any subsequent assignment or subletting.

9. RESPONSIBILITY OF LESSEE

All damages or injuries done to the Premises by Lessee and/or Lessee's servants, agents, employees, patients, and individuals for whom Lessee is responsible (collectively, the "Lessee Representatives") shall be repaired by Lessee at its expense, exclusive of: (i) ordinary wear and tear, or (ii) damages or injuries resulting, directly or indirectly, from Lessor's failure to maintain the Premises in accordance with the provisions of this Lease, or from the negligence of Lessor, its agents, invitees, contractors, employees, or other representatives (collectively, the "Lessor Representatives"). Lessee covenants and agrees to make such repairs resulting from damages or injuries done to the Premises by Lessee or Lessee Representatives upon thirty (30) days' written notice given to Lessee by Lessor, and if Lessee shall thereafter neglect to make said repairs or commence to timely make the same, Lessor shall have the right to make such repairs at Lessor's reasonable expense and cost, provided Lessor shall have given Lessee thirty (30) days written notice of Lessor's intention to cure the damage or injury and charge the same to Lessee, and the amount thereof may be collected as additional rent accruing for the month following the date of said repair.

10. FIRE OR CASUALTY; CONDEMNATION

10.1 In the event that the Premises shall be totally or substantially damaged by fire or other casualty or happening, to the extent that the business of the Lessee cannot reasonably be conducted therein and if such damage cannot be or is not repaired, restored, or rebuilt by the Lessor, as the case may be, to substantially the same condition as it was immediately prior to such damage or destruction within three (3) months after such damage, then either the Lessor or Lessee shall have the option of terminating this Lease effective as of the date of such casualty by written notice delivered to the other party not later than thirty (30) days following such failure to rebuild; in either event Lessee shall have no further obligations under this Lease other than Rent payments accrued through the date of casualty, and shall vacate and surrender possession of the Premises to Lessor upon such termination, and Lessor shall repay to Lessee any and all prepaid Rent for periods beyond such termination and Security Deposits then held by Lessor. If the Premises are not damaged to the extent that the damage unreasonably interferes with Lessee's Use, Lessor shall proceed with said repairs with all reasonable diligence, but in no event shall the repairs exceed ninety (90) days. The Rent payable hereunder shall entirely abate in case the Premises are substantially destroyed or so damaged as to render the Premises untenable or not useable or convenient or in a condition for patients of Lessee noting the Use of the Premises, or abate proportionately according to the extent of the injury or damage sustained by the Premises, if such is not



substantially destroyed or is rendered partially untenable, until the Premises shall have been restored, repaired, or rebuilt and put in proper condition for the Use and occupancy of Lessee. Lessor agrees to institute such repairs immediately after such damage and to complete the same with due diligence and within the time as provided in this Section of the Lease.

10.2 If all or any part of the Premises shall be taken for any public or quasi public use under any statute or by right of eminent domain, then this Lease shall be terminated as to the part so taken on the day when Lessee is required to yield possession thereof, and Lessor shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the Rent for the Premises shall be reduced proportionately as to the portion of the Premises so taken. If by right of eminent domain, ingress and egress to and from the Premises is substantially reduced, or if the amount of the Premises taken by right of eminent domain is such as to impair substantially the usefulness of the Premises for the purposes of Lessee as set forth herein, then either party shall have the option to terminate this Lease as of the day when Lessee is required to yield possession. In such event, Lessee shall have no further obligations under this Lease other than Rent payments accrued through the date of such termination, and Lessor shall repay to Lessee any and all prepaid Rent for periods beyond such termination and any Security Deposit then held by Lessor. All compensation awarded for the taking of the fee and leasehold shall belong to and be the property of the Lessor, however, nothing herein contained shall be construed as precluding Lessee from maintaining a separate action against the condemnor for dislocation or other kinds of damages which do not involve compensation for an interest in the real estate, or from claiming and keeping any payment for any of Lessee's personal property which said condemnor may take, condemn, or injure.

## 11. ACCESS AND INSPECTION

The Lessor and the Lessor Representatives may, at reasonable times, upon prior reasonable notice to Lessee, enter all parts of the Premises, to inspect the same, to enforce or carry out any provision of the Lease, to make repairs and alterations as Lessor is required or should elect to do, and within 90 days of expiration of the Term or any Renewal Period to the extent Lessee has not exercised its option with respect to a Renewal Period, to show the Premises to others.

## 12. INDEMNIFICATION

12.1 Except for the negligence or willful misconduct of Lessor and/or Lessor Representatives, and to the extent permitted by law, Lessee agrees to indemnify, defend and hold harmless Lessor, and Lessor's agents, invitees, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property ("Claims") arising from Lessee's Use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Lessee or due to any other act or omission of Lessee, its subtenants, assignees and Lessee Representatives in or about the Premises. The furnishing of insurance required hereunder shall not be deemed to limit Lessee's obligations under this Section 12.

12.2 Except for the negligence or willful misconduct of Lessee and Lessee Representatives, and to the extent permitted by law, Lessor agrees to indemnify, defend and hold harmless Lessee, its subtenants, assignees and Lessee Representatives from and against all Claims sustained or arising by reason of Lessor's failure to comply with its obligations and requirements under this Lease, including but not limited to the fault or neglect of Lessor and Lessor Representatives or of the failure by Lessor or Lessor Representatives in the operation of the Building or due to any other act or omission of Lessor and



Lessor Representatives in or about the Building. The furnishing of insurance required hereunder shall not be deemed to limit Lessor's obligations under this Section 12.

### 13. EVENTS OF DEFAULT

Each of the following events shall be an event of default ("Event of Default") by Lessee under this Lease:

- (i) Lessee shall fail to pay any installment of Rent when due, and such failure shall continue for a period of 10 days after written notice of such default provided to Lessee by Lessor;
- (ii) Lessee shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence;
- (iii) Any insurance required to be maintained by Lessee pursuant to this Lease shall be canceled or terminated or shall expire or shall be materially reduced or changed, except, in each case, as permitted in this Lease;
- (iv) Other than in accordance with the terms of this Lease, Lessee shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the Use during the Term or any applicable Renewal Period, whether or not Lessee is in monetary or other default under this Lease; or
- (v) Lessee shall fail to materially comply with any provision of this Lease other than those specifically referred to in this Section 13, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Lessor shall have given Lessee written notice of such default.

### 14. REMEDIES OF LESSOR

Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter at its election terminate this Lease, and pursue any other remedies at law or in equity. Upon the termination of this Lease, it shall be lawful for Lessor, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Lessee and all persons and property therefrom.

If Lessor terminates this Lease, Lessor may recover from Lessee the sum of all Rent and all other amounts accrued hereunder to the date of such termination, and the cost of reletting the whole or any part of the Premises. Lessor shall relet the Premises for the remainder of the Term or any Renewal Period, if applicable, at the highest rent obtainable either by Lessor directly or through an agent acting with reasonable diligence, and Lessee shall be liable for the difference, if any, between the rent so obtained and the Rent which would have been paid by Lessee, had this Lease continued for the remainder of the Term or any Renewal Period, if applicable.



15. REMEDIES OF LESSEE

In the event of a default under the terms, covenants or conditions of this Lease on the part of the Lessor which shall include but not be limited to unreasonably withholding consents, failure to maintain facilities for the introduction of water, gas, and electric to the Premises, failure to maintain the Premises and the Building as required herein, failure, refusal or neglecting to make repairs in accordance with the terms of this Lease, failure to use due care with respect to the persons and property of Lessee, failure of Lessor's warranties as to the good operating condition of the services to the Premises, and otherwise interfering with, whether negligently or intentionally, the business of Lessee and its peaceable and quiet enjoyment of the Premises for the Term and any Renewal Period, Lessee shall notify Lessor in writing of said default and Lessor shall have thirty (30) days to cure or commence to cure said default; provided that if the nature of the default is such that it cannot be reasonably cured within said thirty (30) days, Lessor shall not be deemed to be in default if it shall commence performance within said thirty (30) day period and diligently proceeds to so cure the default thereafter. If Lessor shall not cure or commence to cure the said default within the thirty (30) day period, Lessee has the option to either terminate this Lease and vacate the Premises immediately without any further liability under the Lease and take whatever other lawful remedies that may be available to it upon such default, or cure the default and at Lessee's option deduct reasonable costs and expenses for such cure from the Rent or any other amounts accrued hereunder due, or otherwise be immediately reimbursed by Lessor.

Should there be a need by Lessee to make any emergency repairs which were otherwise the responsibility of the Lessor as provided in this Lease, but due to the emergent circumstances, Lessee makes such repairs, the cost thereof shall be a deduction from the Rent accruing for the month following the date of such repair.

16. INSURANCE

Throughout the Term of this Lease and any Renewal Period thereof:

(i) Lessee, at its cost, shall obtain and maintain a policy of Combined Single Limit Bodily Injury and Property Damage Insurance during the Term and any applicable Renewal Period, such insurance to provide protection in the amount of One Million (\$1,000,000) Dollars combined single limit, insuring Lessee against any liability arising out of and in connection with Lessee's Use or occupancy of the Premises.

(ii) Lessor shall obtain and maintain insurance on the Premises, primarily a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring against any liability arising out of the ownership or maintenance of the Property and all areas appurtenant thereto in an amount not less than combined single limit of One Million (\$1,000,000) Dollars. Lessor should also obtain and maintain a policy or policies of insurance covering loss or damage to the Property, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event such is required by a lender having a lien on the Building and/or Property), and special extended perils ("all risk" as such term is used in the insurance industry).

(iii) Lessee and Lessor each hereby release and relieve the other (which includes the other party's employees, agents, officers, directors and shareholders) from any liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releasor carries with respect to the Property and/or the Premises or any interest or property therein or thereon, but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned



upon the inclusion in the policy of a provision whereby any such release does not adversely affect such policy or prejudice any right of the releasor to recover thereunder. Each party's insurance policies shall include such a provision so long as it is obtainable without extra cost.

#### 17. QUIET ENJOYMENT

Lessor, covenants and agrees that, for the Term and all applicable Renewal Periods, Lessee, upon paying said Rent and performing the covenants of this Lease, on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises and common areas of the Property, including but not limited to parking areas, sidewalk entrances and exits; and which quiet and peaceful enjoyment of the Premises and common areas of the Property will not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor for the Term and all applicable Renewal Periods.

#### 18. SIGNAGE

Lessee shall be permitted to install interior and exterior signs identifying the Lessee and its business, such signs to be (i) reasonable in number, size and design, and (ii) in accordance with all applicable codes and ordinances. Lessor shall include and display Lessee's business name on all Building directories and at the Building's street entrance signs if permitted by the applicable governmental authorities. In particular, Lessee shall be permitted to affix an exterior sign to each of the side of the Building facing the adjacent parking lot as well as to the side of the Building facing Main Street. In furtherance of this provision, Lessor hereby agrees to remove, as soon as practicable upon execution of this Lease, the "Color-Fi" sign currently affixed to the side of the Building facing the adjacent parking lot and to make any repairs at its sole cost and expense to any damage caused by such sign having been affixed to the Building and/or resulting from its removal, in order that the damaged area resembles, as closely as possible, the remainder of the side of the Building to which the sign had been affixed. In addition, Lessee hereby agrees to permit Lessor or such other third party which shall be operating an antiques store within the Building, to affix a sign for such antiques store to the side of the Building facing the adjacent parking lot, provided, however, that the sign to be affixed by Lessee to that side of the Building shall be the most prominent sign, in terms of both size and location, affixed to that side of the Building. Lessor or such third party seeking to affix a sign for the antiques store, shall first notify Lessee of the intended size and location of such sign.

#### 19. BROKERAGE

Upon consummation of this Lease, Lessor shall be solely responsible to pay any broker associated with the Parties entering into this Lease its commission as negotiated and evidenced by a separate agreement between Lessor and such broker, and Lessee shall have no responsibility therefore. Lessor and Lessee each warrant to the other that aside from Edens and Avant, neither has dealt with any broker or agent in connection with this lease. Each of Lessor and Lessee indemnifies the other against all costs, expenses, attorney's fees, and other liability for commission or other compensation arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

#### 20. AUTHORIZATION

Lessor and Lessee each has all the requisite right, power, legal capacity and authority, individual, corporate and otherwise, to enter into this Lease and to assume and perform their respective obligations

hereunder. The execution and delivery of this Lease and the performance by Lessor and Lessee of their obligations hereunder have been duly authorized by their respective boards of directors and/or partners, as the case may be, and this Lease is a binding and enforceable Lease of Lessor and Lessee according to its terms. The execution, delivery and performance of this Lease by Lessor and Lessee will not result in any violation of and will not conflict with, or result in any breach of any of the terms of or constitute a default under, or constitute an event which with notice or the passage of time or both would constitute a default under, any provision of any law to which Lessor or Lessee is subject, any of their partnership agreements or articles of incorporation, and by-laws of the Lessor and/or Lessee, as the case may be, or any mortgage, indenture, agreement, instrument, judgment, decree, or rule or resolution or other restriction to which Lessor or Lessee is bound. The representations as contained herein are only made by Lessor and Lessee as to their own individual, partnership and/or corporate acts, articles of incorporation, by-laws and/or partnership agreements, as the case may be, and their respective related agreements and regulations and neither makes any representations as to the others acts, articles of incorporation, by-laws, partnership agreements, as the case may be, and related agreements and regulations.

No action, approval, consent or authorization, including but not limited to any action, approval or consent of any shareholder, note holder, partner, or order of any court or governmental agency, commission, board, bureau or instrumentality, otherwise than as specifically provided in this Lease, is necessary in order to constitute this Lease as a valid, binding and enforceable obligation of the parties hereto in accordance with its terms.

#### 21. AGREEMENT

It is expressly understood by the parties that the whole agreement between them is embodied in this Lease and the attachments hereto (executed in duplicate) and may only be modified by a written agreement (s) executed by Lessor and Lessee.

#### 22. HEIRS, SUCCESSORS, ETC.

This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns.

#### 23. NOTICES

All Rent payments, notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid, or the next day or second day if effected by such overnight mail, and properly addressed as follows:

To Lessor:	Edgefield Properties, Inc. P.O. Box 52 Edgefield, SC 29824 Attn: Mr. James Martin
To Lessee:	DCA of Edgefield, LLC c/o Dialysis Corporation of America 1302 Concourse Drive, Suite 204



Linthicum, MD 21090  
Attn: President

Copy To:

Jaffe & Falk, LLC  
777 Terrace Avenue  
Hasbrouck Heights, NJ 07604  
Attn: Joshua M. Jaffe, Esq.

Any party may change its address for purposes of this Section 23 by giving the other parties written notice of the new address in the manner set forth above.

24. APPLICABLE LAW

This Lease shall be construed under the laws of the State of South Carolina. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25. GUARANTY OF LEASE

As a condition of Lessor entering into this Lease, Dialysis Corporation of America (the "Guarantor") shall guaranty Lessee's obligations under this Lease pursuant to the terms of the Guaranty Agreement attached hereto as Exhibit A. The Guaranty Agreement shall be executed by Guarantor and delivered to Lessor upon execution of this Lease.

26. WAIVER OF JURY TRIAL

If either party institutes legal action pertaining to this Lease, the venue of the suit shall be Edgefield County, South Carolina. The parties also expressly waive any right which they otherwise may have to have any disputes between them resolved by means of trial by jury.

27. AUTHORSHIP

Neither party to this Lease shall be benefited or burdened by any rule of document interpretation that otherwise would interpret a document against the interests of the author.

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28. COUNTERPARTS

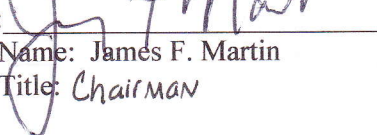
This Lease may be executed in several counterparts and each such counterpart shall be deemed an original, and all counterparts shall constitute a single original Lease.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease on the date so indicated alongside their respective signatures.

LESSOR:

EDGEFIELD PROPERTIES, INC.

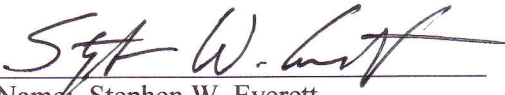
Dated: February 3, 2005

By:   
Name: James F. Martin  
Title: Chairman

LESSEE:

DCA OF EDGEFIELD, LLC

Dated: February , 2005

By:   
Name: Stephen W. Everett  
Title: President

DCA/LeaseEdgefieldv4clean (02/02/05)