

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

| | | |
|---|------------------------|-----------------------|
| Facility Name: Driftwood Dialysis | | |
| Street Address: 1808 South West Avenue | | |
| City and Zip Code: Freeport, Illinois 61032 | | |
| County: Stephenson | Health Service Area: 1 | Health Planning Area: |

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

| | |
|---|--|
| Exact Legal Name: DaVita Inc. | |
| Street Address: 2000 16 th Street | |
| City and Zip Code: Denver, Colorado 80202 | |
| Name of Registered Agent: Illinois Corporation Service Company | |
| Registered Agent Street Address: 801 Stevenson Drive | |
| Registered Agent City and Zip Code: Springfield, Illinois 62703 | |
| Name of Chief Executive Officer: Javier J. Rodriguez | |
| CEO Street Address: 2000 16 th Street | |
| CEO City and Zip Code: Denver, Colorado 80202 | |
| CEO Telephone Number: 303-405-2100 | |

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

| |
|---|
| Name: Kara Friedman |
| Title: Attorney |
| Company Name: Polsinelli PC |
| Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606 |
| 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: Mary J. Anderson |
| Title: Divisional Vice President |
| Company Name: DaVita Inc. |
| Address: 1131 North Galena Avenue, Dixon, Illinois 61021 |
| Telephone Number: 815-284-0595 ext. 20 |
| E-mail Address: Mary.J.Anderson@davita.com |
| Fax Number: 815-715-4427 |

Facility/Project Identification

| | | |
|---|------------------------|-----------------------|
| Facility Name: Driftwood Dialysis | | |
| Street Address: 1808 South West Avenue | | |
| City and Zip Code: Freeport, Illinois 61032 | | |
| County: Stephenson | Health Service Area: 1 | Health Planning Area: |

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

| | | |
|---|--|--|
| Exact Legal Name: Freeportbay Dialysis, LLC | | |
| Street Address: 2000 16 th Street | | |
| City and Zip Code: Denver, Colorado 80202 | | |
| Name of Registered Agent: Illinois Corporation Service Company | | |
| Registered Agent Street Address: 801 Stevenson Drive | | |
| Registered Agent City and Zip Code: Springfield, Illinois 62703 | | |
| Name of Chief Executive Officer: Javier J. Rodriguez | | |
| CEO Street Address: 2000 16 th Street | | |
| CEO City and Zip Code: Denver, Colorado 80202 | | |
| CEO Telephone Number: 303-405-2100 | | |

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|---|--|--------------------------------|
| <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 |

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

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| Name: Kara Friedman |
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Additional Contact [Person who is also authorized to discuss the application for permit]

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| Name: Mary J. Anderson |
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| Telephone Number: 815-284-0595 ext. 20 |
| E-mail Address: Mary.J.Anderson@davita.com |
| Fax Number: 815-715-4427 |

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: Kara Friedman |
| Title: Attorney |
| Company Name: Polsinelli PC |
| Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606 |
| Telephone Number: 312-873-3639 |
| E-mail Address: kfriedman@polsinelli.com |
| Fax Number: |

Site Ownership

[Provide this information for each applicable site]

| |
|--|
| Exact Legal Name of Site Owner: Frontier Real Estate Investment Company, LLC |
| Address of Site Owner: 920 Milwaukee Road, Libertyville, Illinois 60048 |
| Street Address or Legal Description of the Site: 1808 South West Avenue, Freeport, Illinois 61032 |
| Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease. |
| APPEND DOCUMENTATION AS 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: Freeportbay Dialysis, LLC | | | |
| Address: 2000 16 th Street, Denver, Colorado 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"> Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. | | | |
| APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. | | | |

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 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 #2006-5 (<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 applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

- ☐ Substantive
- ☒ Non-substantive

2. Narrative Description

In the space below, provide 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 and Freeportbay Dialysis, LLC (collectively, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") for a one station expansion (for a total of twelve stations) of its existing facility located at 1808 South West Avenue, Freeport, Illinois 61032

The project has been classified as non-substantive because it does not constitute the establishment of a health care facility.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

| Project Costs and Sources of Funds | | | |
|---|------------------|-------------|------------------|
| USE OF FUNDS | CLINICAL | NONCLINICAL | TOTAL |
| Preplanning Costs | | | |
| Site Survey and Soil Investigation | | | |
| Site Preparation | | | |
| Off Site Work | | | |
| New Construction Contracts | | | |
| Modernization Contracts | \$297,243 | | \$297,243 |
| Contingencies | \$29,724 | | \$29,724 |
| Architectural/Engineering Fees | \$35,000 | | \$35,000 |
| Consulting and Other Fees | \$23,000 | | \$23,000 |
| Movable or Other Equipment (not in construction contracts) | \$54,865 | | \$54,865 |
| Bond Issuance Expense (project related) | \$191,094 | | \$191,094 |
| Net Interest Expense During Construction (project related) | | | |
| Fair Market Value of Leased Space or Equipment | | | |
| Other Costs To Be Capitalized | | | |
| Acquisition of Building or Other Property (excluding land) | | | |
| TOTAL USES OF FUNDS | \$630,926 | | \$630,926 |
| SOURCE OF FUNDS | CLINICAL | NONCLINICAL | TOTAL |
| Cash and Securities | \$439,832 | | \$439,832 |
| Pledges | | | |
| Gifts and Bequests | | | |
| Bond Issues (project related) | | | |
| Mortgages | | | |
| Leases (fair market value) | \$191,094 | | \$191,094 |
| Governmental Appropriations | | | |
| Grants | | | |
| Other Funds and Sources | | | |
| TOTAL SOURCES OF FUNDS | \$630,926 | | \$630,926 |
| NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. | | | |

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

| |
|---|
| For facilities in which prior permits have been issued please provide the permit numbers. |
| Indicate the stage of the project's architectural drawings: <div style="display: flex; justify-content: space-around;"> <div> <input checked="" type="checkbox"/> None or not applicable <input type="checkbox"/> Schematics </div> <div> <input type="checkbox"/> Preliminary <input type="checkbox"/> Final Working </div> </div> |
| Anticipated project completion date (refer to Part 1130.140): <u>January 31, 2021</u> |
| Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <div style="margin-left: 20px;"> <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies <input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance. </div> |
| APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. |

State Agency Submittals [Section 1130.620(c)]

| |
|---|
| Are the following submittals up to date as applicable: <div style="margin-left: 20px;"> <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 </div> <p>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</p> |
|---|

Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (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 – NOT APPLICABLE

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is 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:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application 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.

SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14th day of October, 2019

Signature of Notary

Seal

**KATHY CONNOR
NOTARY PUBLIC
STATE OF COLORADO**

NOTARY ID 20064018112

MY COMMISSION EXPIRES APRIL 28, 2021

*Insert EXACT legal name of the applicant

SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

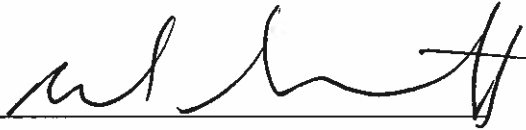
Seal

CERTIFICATION

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

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

This Application for Permit is filed on the behalf of **Freeportbay Dialysis, LLC** * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application 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.



SIGNATURE

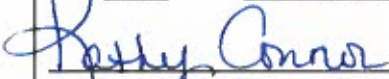
Michael D. Staffieri

PRINTED NAME

President, Total Renal Care, Inc., Managing
Member of Freeportbay Dialysis, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 14th day of October, 2019


Signature of Notary

Seal

KATHY CONNOR
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20064018112

*Insert EXACT legal name of the applicant
MY COMMISSION EXPIRES APRIL 28, 2021

SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer and Treasurer, Total Renal
Care, Inc., Managing Member of Freeportbay
Dialysis, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

CERTIFICATION

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SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer

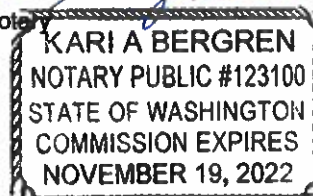
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 3rd day of October 2019

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Freeportbay Dialysis, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application 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.

SIGNATURE

Michael D. Staffieri

PRINTED NAME

President, Total Renal Care, Inc., Managing
Member of Freeportbay Dialysis, LLC

PRINTED TITLE

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

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer and Treasurer, Total Renal
Care, Inc., Managing Member of Freeportbay
Dialysis, LLC

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 3RD day of OCTOBER 2019

Signature of Notary

Seal

KARI A BERGREN
NOTARY PUBLIC #123100
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 19, 2022

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.

1110.110(a) – Background of the Applicant

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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.
5. If, during a given calendar year, an applicant submits more than one application 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 that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

Criterion 1110.110(b) & (d)**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 relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the 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 the age and condition of the project site, as well as 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 Board Staff 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 1110.120 - 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 and it shall include the basis used for determining the space and the methodology applied.
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 and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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 | MEET STANDARD? |
| YEAR 1 | | | | | |
| YEAR 2 | | | | | |

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) 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 is 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.

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing the establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion, and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

F. Criterion 1110.230 - In-Center Hemodialysis

- Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
- 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 | 11 | 12 |

- READ the applicable review criteria outlined below and submit the required documentation for the criteria:

| APPLICABLE REVIEW CRITERIA | Establish | Expand | Modernize |
|--|-----------|--------|-----------|
| 1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation) | X | | |
| 1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents | X | X | |
| 1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service | X | | |
| 1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service | | X | |
| 1110.230(b)(5) - Planning Area Need - Service Accessibility | X | | |
| 1110.230(c)(1) - Unnecessary Duplication of Services | X | | |
| 1110.230(c)(2) - Maldistribution | X | | |
| 1110.230(c)(3) - Impact of Project on Other Area Providers | X | | |
| 1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation | | | X |
| 1110.230(e) - Staffing | X | X | |
| 1110.230(f) - Support Services | X | X | X |
| 1110.230(g) - Minimum Number of Stations | X | | |
| 1110.230(h) - Continuity of Care | X | | |
| 1110.230(i) - Relocation (if applicable) | X | | |
| 1110.230(j) - Assurances | X | X | |

APPEND DOCUMENTATION AS ATTACHMENT 23, 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 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.230(i) - Relocation of an in-center hemodialysis facility.

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

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]:

| | |
|---|---|
| <p><u>\$439,832</u></p> | <p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 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; <p>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.</p> <p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p> <p>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:</p> <ol style="list-style-type: none"> 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 |
| <p><u>\$191,094</u> <u>(Lease</u> <u>FMV)</u></p> | |

| | |
|---|---|
| | 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. |
| <u>\$630,926</u> | TOTAL FUNDS AVAILABLE |
| <p>APPEND DOCUMENTATION AS <u>ATTACHMENT 33</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p> | |

SECTION VII. 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. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. 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
4. 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 34, 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.

| | Historical 3 Years | | | 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.

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 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.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

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 36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

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 37.

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

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

APPLICATION FOR PERMIT- 08/2019 Edition

| | | | |
|-------|--|--|--|
| Total | | | |
|-------|--|--|--|

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

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 39.

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

APPEND DOCUMENTATION AS **ATTACHMENT 39**, 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 Freeportbay Dialysis, LLC (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1.

Freeportbay Dialysis, LLC is the operator of Driftwood Dialysis. Driftwood Dialysis is a trade name of Freeportbay Dialysis, 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

The First State

Page 1

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 SIXTEENTH DAY OF AUGUST, A.D. 2018.

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

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



2391269 8300

SR# 20186216280

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

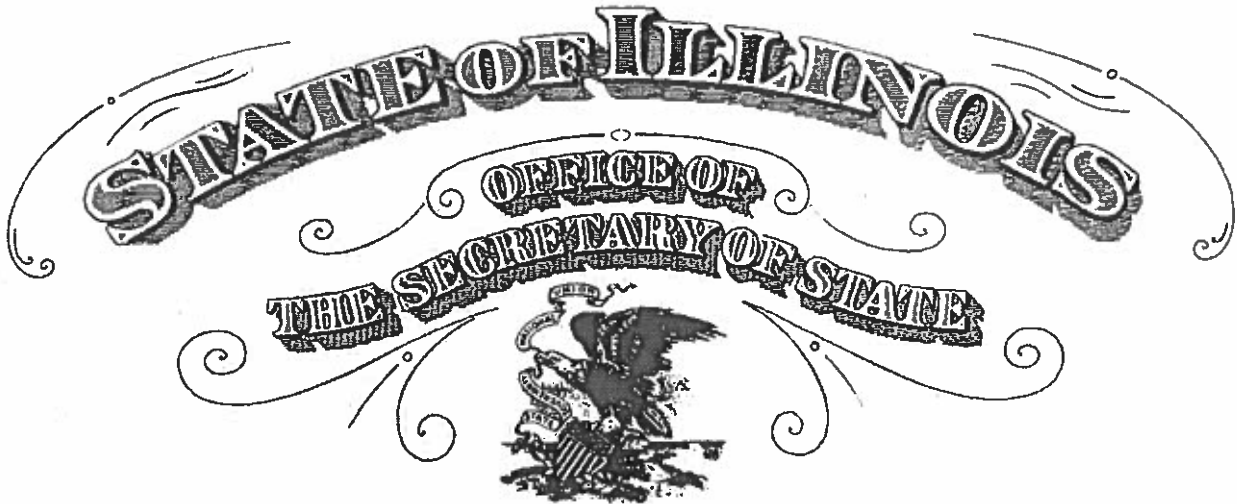
Authentication: 203263018

Date: 08-16-18

Attachment - 1

File Number

0363007-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FREEPORTBAY DIALYSIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 21, 2011, 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.



Authentication #: 1833401408 verifiable until 11/30/2019
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of NOVEMBER A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Attachment - 1

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

The lease between Frontier Real Estate, Co. and Freeportbay Dialysis, LLC for the facility located at 1808 South West Avenue, Freeport, Illinois 61032 is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC ("LESSOR")

AND

TOTAL RENAL CARE, INC. ("LESSEE")

Dated: APRIL 30, 2012

TABLE OF CONTENTS

| | Page |
|--|------|
| 1. TERM | 1 |
| 2. RENT | 2 |
| 3. RENT ADJUSTMENTS | 2 |
| 4. RENEWALS | 2 |
| 5. CONDITION OF PREMISES | 3 |
| 6. USE OF PREMISES | 3 |
| 7. ASSIGNMENT/SUBLETTING | 4 |
| 8. OPERATING EXPENSES AND UTILITIES | 4 |
| 9. ALTERATIONS/SIGNAGE | 7 |
| 10. ENVIRONMENTAL | 7 |
| 11. DAMAGE TO PREMISES BY FIRE OR CASUALTY | 9 |
| 12. EMINENT DOMAIN | 10 |
| 13. RIGHT OF ENTRY BY LESSOR | 11 |
| 14. INDEMNITY | 12 |
| 15. DEFAULT AND REMEDIES | 12 |
| 16. INSURANCE | 15 |
| 17. SUBROGATION | 15 |
| 18. REPAIRS AND MAINTENANCE | 16 |
| 19. BROKERS | 16 |
| 20. INTENTIONALLY DELETED | 16 |
| 21. TITLE AND PARKING | 16 |
| 22. COMPLIANCE WITH LAWS | 17 |
| 23. INTENTIONALLY DELETED | 17 |
| 24. LESSEE TO SUBORDINATE | 17 |
| 25. QUIET ENJOYMENT | 18 |
| 26. MEMORANDUM OF LEASE | 18 |
| 27. NOTICES | 18 |
| 28. ESTOPPEL CERTIFICATE | 18 |
| 29. HOLDING OVER | 19 |
| 30. BINDING EFFECT | 19 |

TABLE OF CONTENTS
(continued)

| | | Page |
|-----|--|------|
| 31. | COMPLETE AGREEMENT | 19 |
| 32. | SEVERABILITY | 19 |
| 33. | APPLICABLE LAW | 19 |
| 34. | FORCE MAJEURE | 19 |
| 35. | AMENDMENT | 20 |
| 36. | LESSEE IMPROVEMENTS | 20 |
| 37. | LESSOR'S WORK | 20 |
| 38. | LESSOR'S SALE OF THE BUILDING | 20 |
| 39. | LESSEE'S SATELLITE AND CABLE RIGHTS | 21 |
| 40. | REGULATORY COMPLIANCE | 21 |
| 41. | COOPERATION WITH LESSEE'S COST REPORTING RESPONSIBILITIES | 24 |
| 42. | PROTECTED HEALTH INFORMATION | 24 |
| 43. | LESSOR'S CONSENT | 24 |
| 44. | APPROVAL BY DAVITA INC. AS TO FORM | 24 |
| 45. | COUNTERPARTS | 24 |
| 46. | EARLY TERMINATION OPTION | 24 |
| 47. | PRESS RELEASES AND PUBLIC STATEMENTS | 25 |
| 48. | GUARANTY | 25 |

EXHIBIT A – LEGAL DESCRIPTION/BUILDING SITE PLAN

EXHIBIT B – PREMISES FLOOR PLAN

EXHIBIT C – FORM OF COMMENCEMENT DATE MEMORANDUM

EXHIBIT D – FORM W-9

EXHIBIT E – FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F – LESSOR'S WORK

EXHIBIT G – GUARANTY

SUMMARY OF LEASE INFORMATION

Possession Date: See Section 1
Commencement Date: See Section 1
Termination Date: See Section 1
Lessor: Frontier Real Estate Investment Company, LLC, an Illinois Limited Liability Company
Address of Lessor: 920 S. Milwaukee Ave.
Libertyville, IL 60048
Lessee: Total Renal Care, Inc., a California corporation
Address of Lessee: c/o DaVita Inc.
1551 Wewatta Street
Denver, CO 80202
Attn: General Counsel
Premises Address: 1808 S. West Avenue, Freeport, IL
Premises Rentable Area: approximately 5,000 square feet
Building Rentable Area: approximately 6,515 square feet
Monthly Base Rent: \$6,458.33
Lessee's Proportionate Share: 77%

The foregoing Summary of Lease Information is incorporated into and made a part of the Lease. If any conflict exists between the Summary of Lease information and the Lease, then the Lease shall control.

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 30 day of April, 2012, by and between FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC (hereinafter called "Lessor"), and TOTAL RENAL CARE, INC. (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor desires to demise, lease and rent unto Lessee, and Lessee desires to rent and lease from Lessor space located at 1808 S. West Avenue, Freeport, Illinois, as more particularly described on Exhibit A (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Building contains approximately Six Thousand Five Hundred Fifteen (6,515) rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of approximately Five Thousand (5,000) rentable square feet (the "Premises Rentable Area") as more fully depicted on the floor plan attached hereto as Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

1. Term. This Lease shall be effective upon full execution and delivery (the "Effective Date"). Lessor shall deliver possession of the Premises to Lessee upon the later of (i) substantial completion of the Lessor's Work (as defined in Section 37) or (ii) the Effective Date (such actual date of delivery being referred to herein as the "Possession Date"). In the event the Possession Date does not occur within ninety (90) days following the Effective Date, Lessee may elect to terminate this Lease by written notice to Lessor.

The term of the Lease shall be for One Hundred Thirty-Two (132) months ("Term") and shall commence upon the earlier of the occurrence of the following two events (the "Commencement Date"): (a) the last day of the seventh (7th) month following the Possession Date; or (b) that date that Lessee obtains all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the certificate of occupancy from the City of Freeport, Illinois. The expiration date of the Term of the Lease shall be One Hundred Thirty-Two (132) months following the Commencement Date (as the same may be extended the "Termination Date"), unless renewed as hereinafter provided. Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Lessor shall execute and forward a memorandum in the form attached hereto as Exhibit C to Lessee for Lessee's approval and execution.

2. Rent. Beginning on the Commencement Date, Lessee agrees to pay an initial annual base rent ("Rent") of Seventy Seven Thousand Five Hundred and No/100 Dollars (\$77,500.00), based on a Fifteen and 50/100 Dollar (\$15.50) per rentable square foot amount.

Accordingly, beginning on the Commencement Date, Lessee shall pay Rent in the amount of Six Thousand Four Hundred Fifty-Eight and 33/100 Dollars (\$6,458.33) per month in advance on the first day of each calendar month during the Term, such monthly installment to be prorated for any partial calendar month in which the Commencement Date or Termination Date shall occur. The Rent shall be adjusted in accordance with the provisions of Section 3. All amounts (unless otherwise provided herein) other than the Rent and the adjustments thereto described in Section 3 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent. Prior to the Commencement Date, Lessor shall complete and deliver to Lessee a Form W-9 - Request for Taxpayer Identification and Certification in the form attached hereto as Exhibit D.

Actual square footage for the Premises will be determined with all measurements computed in accordance with BOMA method of floor measurement. Lessee may elect to have the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.

Except as otherwise provided in this Lease, it is the intention of the parties that Lessor shall receive the rents, additional rents, and all sums payable by Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by Lessor. Lessee shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term of this Lease.

3. Rent Adjustments. Beginning on the 1st anniversary of the Commencement Date and continuing on every subsequent anniversary of the Commencement Date, the Rent shall be increased by two percent (2%) annually over the Rent for the prior Lease Year.

4. Renewals. Lessee shall have the right and option to renew this Lease for three (3) additional periods of five (5) years each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Lessor in writing not more than twenty-four (24) months and not less than six (6) months before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of Lessee's intention to exercise its option to renew. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof, except for the Rent. The Rent for any such extended period shall increase in accordance with the rent adjustment in Section 3 above.

5. Condition of Premises. Except for the Lessor's Work (as defined in Section 37), Lessor shall deliver the Premises in its "AS IS, WHERE IS" condition. Notwithstanding the foregoing, Lessor, at Lessor's sole cost and expense, shall be responsible for the repair of any and

all latent and/or patent structural defects in the Premises and Building throughout the Term and any renewal periods.

6. Use of Premises. Lessee may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related, and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Lessee (the "Permitted Use"), or for any other lawful purpose(s). Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have full-time access to the Premises, and may operate, up to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Provided Lessee is not in default beyond any applicable notice and cure period, Lessor shall not sell, rent or permit any other portion in the Building to be occupied or used by a business other than the business of an affiliated entity of Lessee that provides or offers any renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer. Lessor shall not display or permit to be displayed upon any such property within said radius any advertisement for any such business other than Lessee's advertisement(s) for Lessee's business(es).

Lessor hereby acknowledges that in order to provide a continuum of care to Lessee's patients, Lessee may delay the effective date of Lessee's termination of this Lease under any provision of the Lease giving Lessee the right to terminate until such time as Lessee has established an alternative location for the treatment of Lessee's patients and any such delay shall not operate as a waiver of Lessee's termination rights. Notwithstanding the foregoing, such delay shall not continue for more than sixty (60) days after the date the Lease would have otherwise terminated, and Lessee shall continue to pay Rent in the manner prescribed hereunder during the sixty (60) day period.

7. Assignment/Subletting. Lessee shall not assign this Lease, or sublet the Premises, or any part thereof, without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether or not to consent to a proposed assignment, it shall be commercially reasonable for Lessor to withhold its consent to any proposed assignment if the proposed assignee, when analyzed together with (i) any new guarantor signing a guaranty with terms substantially the same as those in the guaranty attached to this Lease and (ii) any new security deposit posted to secure the Lessee's obligations under this Lease, do not have a creditworthiness, as recognized by the lending and equity investment community as such concerns the remaining obligations in this Lease, that is equal to or greater than the creditworthiness of the Lessee, taking into consideration the Guaranty provided pursuant to this Lease, prior to such assignment. Prior to any sublease or assignment, Lessee shall first notify Lessor in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest thereunder. At any time within thirty (30) days after service of said notice, Lessor shall notify Lessee that it consents or refuses to consent to the sublease or assignment.

Lessor shall not have the right to recapture any sublease or assignment space. Any denial of such sublease or assignment by Lessor as hereinabove provided must be predicated upon a commercially reasonable basis for such denial. Lessor shall retain any net profits paid in connection with a sublease or assignment in excess of Lessee's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Lessee in connection with the space subject to the transfer. Notwithstanding the foregoing, no consent of Lessor is required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or stock in Lessee; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Lessee; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use. Lessee shall provide Lessor notice of such assignment within thirty (30) days after the effective date of such assignment.

No such assignment or other transfer, in whole or in part, of any Lessee's rights or obligations under this Lease shall be or operate as a release of Lessee hereunder and Lessee shall remain responsible for performing Lessee's obligations hereunder should Lessee's assignee or transferee fail to perform any such obligations, unless specifically provided otherwise by Lessor in writing.

8. Operating Expenses and Utilities.

Beginning on the Commencement Date, Lessee shall pay "Lessee's Proportionate Share" (as defined herein) of all Taxes (as defined below), common area maintenance charges for the Building ("CAM Charges") and insurance premiums for the Building ("Insurance"), in advance, in equal monthly installments at the time of the payment of Rent, based on Lessor's estimate of the Taxes, CAM Charges and Insurance for the calendar year in question (which estimate may be revised by Lessor from time to time). For reference purposes, Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses" for the Building and Premises. Without limiting the generality of the foregoing, such costs and expenses shall include the following: lighting; cleaning; snow and ice removal; painting; draining; policing; insuring, including any commercially reasonable deductible amounts incurred as a result of any claims; security devices and systems and reasonable amortization of the same; gardening and landscaping services, repairs, replacements and additions which would not be capitalized under generally accepted accounting principles; parking lot repairs and maintenance which would not be capitalized under generally accepted accounting principles (except for the resurfacing of the parking area completed by Lessor prior to the Effective Date); sanitary control; taxes including real estate taxes, other expenses related to the Common Areas, including assessments for the property; and a management fee equal to four percent (4%) of CAM Charges. Promptly after the actual Operating Expenses for a calendar year are determined by Lessor, Lessor shall provide Lessee with a statement of such actual Operating Expenses for such calendar year and Lessee, within 30 days, shall pay to Lessor any deficiency, which obligation shall survive the expiration or termination of this Lease. If such statement shows an overpayment by Lessee, then any surplus paid by Lessee shall be credited to Lessee's next monthly installment of Operating

Expenses or, if this Lease has expired or been terminated for reasons other than Lessee's breach or default, be paid to Lessee within 30 days of the end of the Term.

Lessor shall not be obliged to provide any services other than those expressly set forth above. The foregoing notwithstanding, if Lessor provides any additional work or services requested by the Lessee, or provides any unusual amount of any of the work or services described above (including service furnished outside any stipulated hours), Lessee shall pay Lessor, as additional rent hereunder, an amount equal to the sum of the Lessor's costs therefore, plus fifteen percent (15%) of such costs to reimburse Lessor for Lessor's overhead costs incurred in connection therewith.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed upon the Building, provided, however, that any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Lessor and Lessee using a straight-line method, based on the proportion of that economic life falling within the remaining term of the Lease. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder. Lessor shall take advantage of any savings in Taxes that may be achieved by early payment or payment in installments.

"Lessee's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Building Rentable Area. Lessee's Proportionate Share as of the Commencement Date will be 77%. Lessee's Proportionate Share shall be adjusted in the event the Building Rentable Area increases at any time. Lessor represents that the Building Rentable Area has been determined without reference to whether such area is actually leased, leasable, occupable or occupied.

8.1 Lessee's Proportionate Share of initial Operating Expenses is estimated at \$4.66 per square foot per annum. Thereafter, the "Controllable Operating Expenses" portion of Lessee's Operating Expenses shall not increase by more than three percent (3%) over the previous Lease Year "Controllable Operating Expenses," on a non cumulative basis. "Controllable Operating Expenses" shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Lessor to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, snow removal and utilities for the Building.

8.2 Lessee shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, telephone and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

8.3 Lessor shall make available at the Building or other designated place near the Premises, true and accurate records of items that constitute Operating Expenses. Such records shall be open for inspection from time to time by Lessee or its duly authorized

representative for a period of one (1) year after the close of each calendar year. Lessee shall be allowed to review such records once per calendar year. If any audit of Lessor's submitted reports shall disclose an overcharge, Lessor shall promptly pay to Lessee, within thirty (30) days, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent (5%), Lessor shall reimburse Lessee its actual costs incurred in connection with such audit.

8.4 All sums (other than the Rent) which may be due and payable under this Lease shall be deemed to be additional rent hereunder and in the event that Rent shall be prorated or shall abate pursuant to the terms of this Lease then such additional rent shall be prorated or abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.5 Intentionally deleted.

8.6 Notwithstanding the foregoing, the term "Operating Expenses" does not include the following: (a) depreciation of the Building, and all equipment, fixtures, improvements and facilities used in connection therewith; (b) payments of principal, interest, loan fees, penalties, amortization relating to any debt Lessor may have incurred or will incur in the future relating to the ownership, operating and maintenance of the Building; (c) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other lessees of the Building, except in connection with general maintenance of the Building; (d) cost of any "tap fees" or any sewer or water connection fees for the benefit of any lessees in the Building; (e) fees and expenses (including legal and brokerage fees, advertising, marketing and promotional costs) paid by Lessor in connection with the lease of any space within the Building, including subleasing and assignments; (f) any validated parking for any entity; (g) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the cost of renting any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not rented, except for any capital improvements made in, on or about the Building that reduce Operating Expenses, provided that the cost of such capital improvement included within CAM Charges shall not exceed the reduction in the Operating Expenses attributable to such improvements and such cost of the capital improvement to be amortized during their useful life in accordance with generally accepted accounting principles; (h) the costs and expenses of any item included in Operating Expenses to the extent that Lessor is actually reimbursed for such cost by an insurance company, a condemning authority, another lessee or any other party; (i) payments of ground rents and related sums pursuant to a ground lease in favor of a ground lessor; (j) wages, salaries or other compensation paid to any employees at or above the grade of building manager; (k) Lessor's general overhead and administrative expenses which are not chargeable to Operating Expenses of the Building or the equipment, fixtures and facilities used in connection with the Building, in accordance with generally accepted accounting principles, including salaries and expenses of Lessor's executive officers; (l) the cost of correcting defects (latent or otherwise) in the construction of the Building or in the Building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof; (m) any costs representing an amount paid to an entity related to Lessor which is in excess of the commercially reasonable amount which would have been paid absent such relationship; (n) any entertainment,

dining, or travel expenses of Lessor for any purpose; (o) costs related to maintaining Lessor's existence, either as a corporation, partnership, or other entity; (p) the cost of any environmental remediation for which Lessor is responsible under Section 10 of this Lease; (q) all ad valorem taxes paid or payable by Lessee or other lessees in the Building for (i) personal property and (ii) on the value of the leasehold improvements in the Premises, or the Building of other lessees in the Building (in this connection it is agreed that Lessee shall be responsible for the payment of ad valorem taxes on Lessee's own leasehold improvements); (r) all items and services for which Lessee pays third parties; (s) the cost of any item which is an expense or cost to Lessor in connection with Lessor's work to prepare the Premises for occupancy by Lessee including any allowances or credits granted to Lessee in lieu of a payment by Lessor; (t) parking area maintenance, repair and replacement which would be capitalized under generally accepted accounting principles (except for the resurfacing of the parking area completed by Lessor prior to the Effective Date); (u) for any item which is included in the Operating Expenses which, but for this provision, would be included twice.

9. Alterations/Signage. Lessee shall not make any alterations, or additions or leasehold improvements to the Premises following the Commencement Date ("Alterations") without Lessor's prior written consent in each and every instance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee shall have the right to make non-structural Alterations to the Premises which do not exceed in cost Fifty Thousand Dollars (\$50,000.00) in the aggregate during each Lease Year without Lessor's consent. All Alterations which may be made by Lessee shall be the property of Lessee and Lessee shall be entitled to remove from the leased Premises during the Term all Alterations, tenant improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the leased Premises provided that Lessee repair any and all damages done by the removal of the foregoing. All Alterations and tenant improvements which Lessee does not elect to remove at the expiration of the Term shall be surrendered with the Premises at the termination of this Lease.

To the maximum extent permitted by applicable Laws, Lessor hereby waives any rights which Lessor may have, as to any of Lessee's furniture, fixtures, equipment, personal property, tenant improvements and Alterations, in the nature of a Lessor's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Lessee shall have the right to affix Lessee's standard signage, in accordance with the rules and regulations of the Building, including a sign on the exterior of the Building and a monument sign. All such signs shall comply with all applicable zoning Laws and Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor, at Lessor's expense, shall timely provide space for Lessee's designated name(s) on any directory boards located in the Building or complex.

10. Environmental. Lessee shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary for Lessee's business conducted in the Premises; provided, however, Lessee shall at all times and

in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "Environmental Laws") and further provided that Lessee shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Lessee or Lessee's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Lessor acknowledges that the following Hazardous Substances, among others, are required for Lessee's business operations: bleach, cidex, hibiclens, metrocide, hydrogen peroxide, and formaldehyde. Upon the expiration or earlier termination of this Lease, Lessee shall cause all Hazardous Substances placed on the Premises by Lessee to be removed, at Lessee's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Substances caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Commencement Date to comply with any Environmental Law. Lessee agrees to remediate at Lessee's expense immediately upon receipt of notice from Lessor of any condition described in (a) through (d) of the previous sentence.

Lessor shall indemnify, defend (by counsel reasonably accepted to Lessee), protect, and hold Lessee harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence prior to the Commencement Date in, on, under, or about the Premises or Building of any Hazardous Substances; (b) any discharge or release prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Lessor to, in, on, under, about or from the Premises or Building; (d) Lessor's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Lessee or its agents, servants, employees, guests, invitees and/or independent contractors. Lessor agrees to remediate at Lessor's expense immediately upon receipt of notice from Lessee any condition described in (a) through (e) of the previous sentence.

Lessor represents and warrants to Lessee that (a) to the best of Lessor's knowledge, there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and (b) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises.

The parties agree that Lessee shall be entitled to undertake a mold investigation prior to the Possession Date. Lessor hereby covenants and agrees that if Lessee discovers mold at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Lessee's acts or omissions, Lessor shall, upon written notice from Lessee, promptly remediate the mold. Lessee shall promptly deliver to Lessor copies of all notices made by Lessee to, or received by Lessee from, any state, county, municipal or other agency having authority to enforce any environmental law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. Lessor shall promptly deliver to Lessee copies of all notices received by Lessor from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

11. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenable, then:

11.1 in the event the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of twenty-five percent (25%) or less of the insurance value of the Premises, the damage shall be promptly repaired by Lessor at Lessor's expense; provided, however, that Lessor in no event shall be required to expend for such repair an amount in excess of the insurance proceeds recovered for the insurance required to be carried by Lessor under the Lease as a result of such damage. In the event of any such damage in which (a) the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the insurable value; or (b) the portion of the building of which the Premises are a part is damaged to the extent of fifty percent (50%) or more of the insurable value of said building; or (c) the damage is caused by any occurrence not coverable under Lessor's fire and extended coverage insurance; or (d) the portion of the building of which the Premises are a part is damaged within the last three (3) years of the Lease Term to the extent of twenty-five percent (25%) or less of the insurable value, then, and in such event, Lessor may elect to repair or rebuild the Premises, or the portion of the Shopping Center in which the Premises are located, or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days of the happening of the event causing the damage; provided, however, that Lessor in no event shall be required to expend for such repair an amount in excess of the insurance proceeds recovered for the insurance required to be carried by Lessor under the Lease as a result of such damage. If the casualty or the repairing or rebuilding shall render the Premises untenable in whole or in part, a proportionate abatement of the Rent shall be allowed until the Premises are made tenable, or until the Termination Date, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises. If the Lessor is required or elects to rebuild the Premises as herein provided, Lessee shall repair or replace its

stock in trade, fixtures, furniture, furnishings, floor coverings, equipment, and if Lessee has closed, Lessee shall promptly reopen for business.

11.2 unless the fire or casualty is due to Lessee's negligence or willful misconduct, if the damage to the Premises is so substantial that either: (a) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within two hundred ten (210) days from the date of such damage or (b) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least seventy five percent (75%) of the dialysis stations operating prior to the fire or casualty impracticable, then Lessee may elect to terminate this Lease by giving written notice to Lessor within thirty (30) days of the date of such fire or casualty;

11.3 if the damage to the Premises is so substantial that (a) the estimated repair costs exceed One Hundred Thousand (\$100,000.00) and such damage has occurred within the last one hundred eighty (180) days of the then current term and Lessee does not exercise its next available renewal option, if any or (b) the Building is damaged to the extent of fifty percent (50%) or more of the monetary value thereof, then Lessor may elect to terminate this Lease by giving written notice to Lessee within thirty (30) days of the date of such fire or casualty; or

11.4 if not so terminated, Lessor shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially their former condition immediately prior to such damage or destruction, at Lessor's expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenable by fire or other casualty, other than a fire or casualty covered by Lessee's negligence or willful misconduct there shall be an abatement of Rent due Lessor by Lessee for the period of time during which the Premises are untenable. If the restoration is not substantially completed within two hundred forty (240) days of such damage, Lessee shall have the option to terminate this Lease by written notice to Lessor. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Lessor shall immediately proceed with all due diligence to repair and restore the Premises and the Rent shall abate in proportion to the untenability of the Premises during the period of restoration.

Notwithstanding the foregoing provisions of this Section 11, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Lessee at its expense are made available to Lessee, Lessee shall be responsible for restoring such Alterations; provided, however, that the Rent abatement provided for shall continue during such period of restoration so long as Lessee is diligently pursuing the completion of such restoration. In the event that Lessor does not restore the Premises, Lessee may retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Lessee at its expense.

12. Eminent Domain.

12.1 Taking. If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be permanently taken; (b) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Lessee's sole judgment, fit for Lessee to carry on its business therein; (c) Lessee determines, in its reasonable judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Lessee's business, then in any such event, Lessee may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

12.2 Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Lessor shall restore the Premises, at Lessor's cost and expense to a complete architectural unit, and Operating Expenses will be recalculated based on the applicable square footage. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

12.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Lessor without any participation by Lessee, except that nothing contained herein shall preclude Lessee from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

13. Right of Entry by Lessor. Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least twenty four (24) hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the same or to exhibit said Premises. Lessor shall have the right to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease. Any work done by Lessor to Premises shall be performed during hours that Lessee is not open for business (except in emergencies) unless Lessee, in the exercise of its reasonable discretion otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Lessor's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Lessor at its expense or, at Lessee's election, by Lessee on Lessor's behalf and at Lessor's sole cost and expense. Lessor shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Lessee harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Lessor's entry except to the extent caused by the negligent or intentional act of Lessee or its contractors, agents, employees or licensees. If Lessor's entry into the Premises pursuant to this Lease interferes with the conduct by Lessee of its business to such an extent that Lessee, in the exercise of its reasonable business judgment, must close the Premises or is unable to use seventy-five percent (75%) of the Premises for business for

two (2) or more business days, then Rent and Operating Expenses shall totally abate for each day or portion thereof that such interference continues.

Lessor acknowledges that Lessee is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Lessee to ensure the safety and confidentiality of patient medical records. Lessor further acknowledges that, in order for Lessee to comply with HIPAA, Lessee must restrict access to the portions of the Premises where patient medical records are kept or stored. Lessor hereby agrees that, notwithstanding the rights granted to Lessor pursuant to this Section 13 and under this Lease, except when accompanied by an authorized representative of Lessee (except in cases of emergency), neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Lessee as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy laws. Lessor further agrees to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with Lessor's entry into the Premises.

14. Indemnity. Lessee agrees to indemnify Lessor and save Lessor harmless from any and all liability, claims, expenses (including reasonable attorney's fees) and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessee, its agents, servants or employees. Lessor agrees to indemnify Lessee and save Lessee harmless from any and all liability, claims, expenses (including reasonable attorney's fees) and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessor, its agents, servants or employees. The indemnities set forth in this Section 14 shall survive the expiration of the term of this Lease.

15. Default and Remedies.

15.1 Lessee Default and Lessor Remedies.

It is agreed that (i) if Lessee vacates or abandons the Premises or permits the same to remain vacant or unoccupied for a period of ten (10) days or more and is not paying Rent during such time, unless such vacancy is due to renovations or repairs to the Premises, a force majeure Event, or a licensing or compliance issue; or (ii) if the Rent, the CAM Charges, any additional rent or any other charges to be paid by Lessee hereunder, or any part thereof, shall be unpaid for five (5) days following written notice of such default from Lessor to Lessee (provided that Lessor shall not have to send an additional written notice of such failure in order to pursue its available remedies available at law or in equity for such default); (iii) if default shall be made in the prompt and full performance of any other covenant, condition, or agreement of this Lease to be kept or performed by Lessee and such default or breach of performance shall continue for more than thirty (30) days after written notice to Lessee specifying such default or breach of performance (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessee is diligently prosecuting such cure to completion); (iv) Lessee shall be adjudged bankrupt, or a decree or order approving, as properly filed, a petition or answer asking

reorganization of Lessee under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the entry or granting thereof; (v) Lessee shall file any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension; (vi) Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; (vii) a decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option, without further notice or demand of any kind to Lessee or any other person, may have, in addition to all other legal or equitable remedies, the following described remedies:

A. Termination of Lease. Lessor may elect to terminate this Lease and the term created hereby in which event Lessor forthwith may repossess the Premises and Lessee shall pay at once to Lessor as liquidated damages a sum of money equal to the sum of the Rent (to the extent not previously paid by Lessee) less the fair market rental value of the Premises for the balance of the Lease Term with such resulting amount to be discounted by present value.

B. Termination of Possession. Lessor may elect to terminate Lessee's right of possession without termination of the Lease in which event Lessee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Lessor and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises, in whole or in part, and with or without process of law to repossess Lessor of the Premises or any part thereof and to expel or remove Lessee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property therefrom without terminating the Lease or releasing Lessee in whole or in part from Lessee's obligation to pay the Rent, additional rent and other charges payable by Lessee hereunder, and perform the covenants, conditions, and agreements to be performed by Lessee as provided in this Lease, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to rent or any other right of Lessor in this Lease or by operation of law.

If Lessor shall at any time be entitled to rent or other payments or liquidated damages pursuant to any of the covenants, conditions or agreements of this Lease either (i) after termination of this Lease or (ii) after termination of Lessee's right to possession without termination of this Lease, Lessor shall recover and Lessee agrees to pay all sums due under the provisions of this Lease.

Upon and after termination of this Lease, Lessor shall make a commercially reasonable effort to mitigate its damages. Upon and after entry into possession without terminating the Lease, Lessor may, but shall not be obligated to, relet all or any part of the Premises for the

account of Lessee for such rent and upon such terms and to such person, firm, or entity and for such period or periods as Lessor in Lessor's reasonable discretion shall determine, and Lessor shall not be required to accept any lessee offered by Lessee or to observe any instruction given by Lessee about such reletting. For the purpose of such reletting, Lessor may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent reasonably deemed by Lessor desirable or convenient. All such consideration so received shall be the sole property of Lessor; provided, however, if the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay the Rent and all other charges reserved in this Lease and the actual cost of reasonable repairs, alterations, redecorating and Lessor's other expenses incurred in connection therewith, including broker's commissions, Lessor's reasonable attorney's fees, Lessee agrees to pay to Lessor the deficiency upon demand.

The service of a five (5) day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises shall not relieve Lessee from Lessee's obligation to pay the Rent hereunder during the balance of the term or any extension thereof except as herein expressly provided. Lessor may collect and receive any Rent due from Lessee, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Lessor, or be held to waive, affect, change, modify or alter the rights or remedies which Lessor has in equity or at law or by virtue of this Lease.

The acceptance of liquidated damages by Lessor under any of the provisions of this Lease shall not preclude Lessor from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which implies recognition of the tenancy operate as a waiver of Lessor's right to terminate this Lease or operate as an extension of this Lease.

Lessee agrees to pay Lessor, upon demand, all reasonable expenses of terminating Lessee's right to possession hereunder, enforcing and of reletting, including without limiting the generality of the foregoing the reasonable cause of decorating and restoring the premises, broker's commissions, Lessor's attorney fees, plus, at the end of each month of the Lease term the difference between the net income actually received by Lessor from said premises during such month and the rent agreed to be paid by the terms of this Lease during the month.

The rights and remedies herein contained and reserved to Lessor shall not be considered as exclusive of any other right or remedy of Lessor, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

15.2 Lessor Default and Lessee Remedies. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Lessee pursuant to this Lease or at law or in equity, should Lessor fail to perform any term or covenant under this Lease or any other existing agreement between Lessor and Lessee, its parent company, subsidiaries or affiliates (each and any such failure being herein sometimes referred to as a "Lessor Default") and if any such Lessor Default shall not be cured and shall accordingly be continuing thirty (30)

days following written notice by Lessee to Lessor of such Lessor Default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessor is diligently prosecuting such cure to completion), then Lessee shall have the option (at Lessee's sole discretion) of (a) remedying such Lessor Default and, in connection therewith, incurring expenses for the account of Lessor, and any and all such sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand. Notwithstanding the foregoing, in all events Lessee shall have the right to remedy any Lessor Default without prior notice in the event of an emergency (so long as Lessee gives notice within a reasonable period of time thereafter) and invoice Lessor in the manner set forth in the preceding sentences of this Section 15.

If this Lease is terminated for any reason under this Section 15 before the first (1st) anniversary of the Commencement Date, and applicable Law, including without limitation applicable healthcare Law, restricts the parties from entering into any similar agreement with each other for the Premises before the first (1st) anniversary of the Commencement Date, both parties agree to comply with such applicable Law.

16. Insurance.

16.1 Lessor's Insurance. During the Term of this Lease, Lessor shall procure and maintain in full force and effect with respect to the Building (a) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Lessor reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (b) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for both bodily injury and property damage insuring Lessor's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

16.2 Lessee's Insurance. Lessee covenants and agrees to keep Lessee Improvements (as defined in Section 36 hereof) and Lessee's contents in the Premises insured for full replacement value against loss by fire and casualty, under an all risk policy with extended coverage endorsements. In addition thereto, Lessee shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for both bodily injury and property damage. Lessor shall be named as an additional insured under such comprehensive general liability policy. In no event shall Lessee's insurance provide coverage or indemnity to Lessor for any claim, loss, suit, action or other legal proceeding in which Lessor, its agents or designees bear responsibility for the claim, loss, suit, action or other legal proceeding. Rather, it is the intent of this section to provide general liability coverage to Lessor when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Lessor and Lessee bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to their own insurance for coverage. Lessee may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention. Each

policy shall provide that the insurer shall give to Lessor thirty (30) days written notice prior to any cancellation of the policy.

17. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

18. Repairs and Maintenance.

18.1 Lessor's Maintenance Responsibilities. Lessor shall timely maintain in good condition and repair the common areas of the Building and surrounding areas and such costs shall be considered CAM Charges in accordance with Section 8 of this Lease. Lessor shall also maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and windows (excluding necessary replacements to the exterior doors and windows that are due to the acts of negligence or willful misconduct by Lessee, its invitees, licensees, or agents and are not otherwise covered by insurance required to be carried by Lessor under Section 16.1), flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the Building. Lessor may pass through to Lessee the costs incurred in performing the foregoing maintenance obligations only to the extent such costs otherwise fall within the definition of "Operating Expenses" in Section 8 above.

18.2 Lessee's Maintenance Responsibilities. Except for Lessor's obligations set forth above and except for any damage caused by the acts of negligence by Lessor or its agents within the Premises, Lessee shall keep the interior, non-structural portions of the Premises, all HVAC systems installed by Lessee, exterior doors and windows (except for any necessary replacements that are to be completed by Lessor as set forth above in Section 18.1) and the non-structural elements of all doors and entrances of the Premises in the same condition, order and repair as they are at the commencement of said Term and shall deliver same to Lessor at the termination of this Lease in good order and condition, provided that normal wear and tear and damage by fire or other casualty are excepted.

19. Brokers. Lessor and Lessee each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for USI Real Estate Brokerage Services Inc., representing Lessee ("Lessee's Broker"), and Element

Commercial Group, representing Lessor. Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement.

20. Intentionally deleted.

21. Title and Parking. Lessor hereby represents that Lessor is the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Lessor hereby represents to Lessee that no covenants, restrictions, liens, or other encumbrances affecting the real property upon which the Building is constructed shall interfere or adversely affect Lessee's Permitted Use of the Premises. Lessor further represents that Lessor and those signatories executing this Lease on behalf of Lessor have full power and authority to execute this Lease.

Lessor agrees that Lessor will not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Lessee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessee and the Lessee for the remaining 1,515 square feet of the building shall be entitled to the use of fifty-eight (58) parking spaces or such greater amount as may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Lessee's exclusive use.

22. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations ("Laws") throughout the Term of the Lease. Lessor represents and warrants to Lessee that to the best of Lessor's knowledge, as of the Commencement Date the Premises, the Building, and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises. Lessor further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Building or improvements thereon and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Lessor represents that to the best of its knowledge and without any independent investigation (a) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate applicable Laws, including without limitation zoning laws, and does not constitute a "non conforming use" thereunder and (b) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act.

If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Building to comply with any generally applicable Laws from time to time applicable to the Premises, Lessor shall immediately make such Alterations at its sole cost and expense. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Lessee's use as a dialysis facility and not due to any act by Lessor or another lessee, Lessee shall immediately make such Alterations at its sole cost and expense.

Lessor represents and warrants to Lessee that Lessor is not a "referring physician" or a "referral source" as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Lessor covenants, during the term of this Lease, it will not knowingly take any action that would cause it to become a Referral Source as to Lessee, or (b) sell, exchange or transfer the Premises to any individual or entity without providing Lessee with thirty (30) days prior notice of such sale, exchange or transfer; but Lessee shall not have any right to object to or veto any such sale.

23. Intentionally deleted.

24. Lessee to Subordinate. Lessee shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Lessor, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a commercially reasonable recognition and non-disturbance agreement. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deeds of trust Lessee may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Lessee shall be in default beyond any applicable grace periods provided for herein. Lessor shall at or prior to the Commencement Date, secure from Lessor's present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Lessee. Lessor shall also secure from any future mortgagee or lienholders of Lessor non-disturbance agreements during the initial Term or any renewal periods, if exercised.

25. Quiet Enjoyment. Lessee, upon paying the Rent, additional rent and other sums due under this Lease, and subject to all of the terms and covenants of this Lease, on Lessee's part to be kept, observed, and performed, shall quietly have and enjoy the Premises during the Term of this Lease. Lessor agrees that Lessee shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

26. Memorandum of Lease. Lessor agrees to enter into and record a memorandum or notice of this Lease reasonably satisfactory to Lessee. Lessee shall be responsible for the preparation thereof and the cost of recording the same.

27. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (a) sent by registered or certified mail, return receipt requested, postage prepaid or (b) delivered, by hand, or (c) sent by overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at 920 S. Milwaukee Ave., Libertyville, Illinois 60048; Telephone: (847) 732-9621; Facsimile: (847) 984-2223 or at such other place as Lessor may from time to time designate in written notice to Lessee. All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 1551 Wewatta Street, Denver, CO 80202, Attention: General Counsel, Telephone: (303) 405-2100, Facsimile: (877) 420-6537, or to any such other place as Lessee may from time to time designate in written notice to Lessor. In addition, all correspondence to Lessee related to Taxes, Insurance,

Rent or Operating Expenses shall be sent to 1423 Pacific Avenue, Tacoma, WA 98402; attention: Rent Department. All notices, demands and requests which shall be served upon Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. Estoppel Certificate. Each of Lessor and Lessee agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached hereto as Exhibit E certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) all of the defaults of Lessor or Lessee hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee of the Premises or by any prospective assignee of this Lease or sublessee of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. It is expressly understood that Lessee shall not have the right to enter into a leasehold mortgage affecting the Premises.

29. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extensions hereof without the written consent of Lessor, this Lease shall continue on a month to month basis, terminable by either party upon thirty (30) days prior notice and Lessee shall be obligated to pay Rent at the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Lessor is kept out of possession of the Premises. Notwithstanding the foregoing, Lessee agrees that such holdover period shall not exceed sixty (60) days.

30. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Lessor and Lessee respectively, as fully as if such words were written wherever reference to Lessor or Lessee occurs in this Lease.

31. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Lessor and Lessee with respect to the leasing of the Premises.

32. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Applicable Law. The laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

34. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, change in technology which interferes with Lessee's Permitted Use, acts of God, or other causes beyond such party's reasonable control.

35. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

36. Lessee Improvements. Lessee shall construct its tenant improvements to the Premises (the "Lessee Improvements"). Lessor shall provide Lessee with a Lessee Improvement allowance in the amount of \$75,000.00 based upon a \$15.00 per square foot amount (the "Allowance"). Said Allowance shall be payable to Lessee upon receipt of the certificate of occupancy from the City of Freeport, Illinois. In the event Lessor fails to pay Lessee the Allowance within ten (10) days following receipt of the certificate of occupancy from the City of Freeport, Illinois, a late charge of five percent (5%) of the Allowance shall become immediately due and payable by Lessor to Lessee as liquidated damages and Lessee may, at its option, deduct such amount, including the Allowance and the late charge, plus interest at the maximum rate permitted by law (provided that interest shall not be assessed on the late charge) from subsequent Rent due under this Lease.

Lessee shall contract for the installation of the Lessee Improvements with a contractor of choice. Lessor and Lessee shall mutually approve the plans and specifications of the Lessee Improvements prior to the commencement of work. Lessor shall have fifteen (15) days to approve or reject Lessee's plans and specifications for Lessee's Improvements. A failure by Lessor to approve or reject the plans and specifications within such fifteen (15) day time period shall be deemed to be an approval of such plans and specifications. Lessor shall not charge Lessee any fee or other charges for the supervision and/or overhead associated with the construction of the Lessee Improvements. Notwithstanding the foregoing, Lessee Improvements shall not include the work involved with bringing electrical and water utilities to a point in the Premises designated by Lessee and for the separate metering for said utilities. The cost and expense of this work will not be deducted from the Allowance amount.

37. Lessor's Work. Lessor shall complete all of Lessor's Work, as described in Exhibit F attached hereto and incorporated herein. All Lessor's Work shall be done in a good and

workmanlike manner and in compliance with all applicable laws, ordinances, building and safety codes, regulations and orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessor under the Lease, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Lessor's Work.

38. Lessor's Sale of the Building. Lessor may, at any time, without the prior consent of Lessee, contract to and/or perform any of the following transactions with respect to an interest in Lessor, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Lessor: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Lessor shall be released from all liability to Lessee and Lessee's successors and assigns arising from this Lease because of any act, occurrence or omission of Lessor occurring after such Sale, and Lessee shall look solely to Lessor's successor in connection with the same; provided however, that Lessor shall not be released from liability to Lessee and Lessee's successors and assigns from this Lease because of any act, occurrence or omission of Lessor occurring prior to such Sale, unless such liability is expressly assumed by Lessor's successor-in-interest in the Building and Premises. Within thirty (30) days following the effective date of a Sale, Lessor shall notify Lessee whether Lessor's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 22 above.

39. Lessee's Satellite and Cable Rights. Lessee shall have the right to place a satellite dish on the back of the building of which the Premises are a part and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Lessor shall reasonably cooperate with Lessee's satellite or cable provider to ensure there is no delay in acquiring such services. Lessee will be responsible for any damage that the satellite causes to the roof and Lessee further agrees upon termination of this Lease to repair any damage to the roof caused by the installation and/or removal of the satellite dish.

40. Regulatory Compliance. In the event Lessor, or Lessor's successors or assigns become a Referral Source as described in Section 22 above, the parties shall amend the Lease with necessary regulatory compliance provisions, as reasonably requested by Lessee.

41. Cooperation with Lessee's Cost Reporting Responsibilities. Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities.

42. Protected Health Information.

42.1 Lessor acknowledges and agrees that from time to time during the Term, Lessor, its representatives or assigns may be exposed to, or have access to, Protected Health

Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or disclose PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy laws.

42.2 Lessor shall preserve any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Lessee during and after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with this Lease.

43. Lessor's Consent. Unless otherwise expressly stated herein, whenever Lessor's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and Lessor's reasonable satisfaction shall be sufficient for any matters under this Lease.

44. Approval by DaVita Inc. as to Form. The parties acknowledge and agree that this Lease shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. which shall be obtained simultaneously with execution of the Lease by Lessee.

45. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

46. Early Termination Option. Lessee, in Lessee's sole discretion, shall have the right to terminate this Lease ("Termination Right") at any time after the eighth Lease Year, provided Lessee exercises such right in strict accordance with the following terms and conditions: (a) Lessee notifies Lessor in writing of Lessee's election to exercise its Termination Right ("Termination Notice"); (b) at the time of such Termination Notice, Lessee is not then in default hereunder beyond any applicable cure period; and (c) Lessee's Termination Notice is accompanied by payment to Lessor of the Termination Fee (as defined herein). The "Termination Fee" shall be equal to one quarter (1/4) of Lessee's monthly base rental obligations for the remaining portion of the then current Term of the Lease in addition to any unamortized leasehold improvements and leasing commissions. As part of such Termination Fee, Lessee will return to Lessor a portion of the Allowance attributable to the remaining Lease Term: For example, if the Lease is terminated pursuant to this Section 46 after nine (9) full years, then Lessee will return to Lessor an additional amount equal to \$2.73 per rentable square foot for the Allowance.

47. Press Releases and Public Statements. Neither Lessor nor Lessee shall, without the prior written approval of the other party, issue, or permit any agent or affiliate of it to issue, any press releases or otherwise make, or cause any agent or affiliate of it to make, any public statements with respect to this Lease and/or the transactions contemplated hereunder, except

where such release or statement is deemed in good faith by the releasing party to be required by applicable law or under the rules and regulations of the NASDAQ or NYSE (or other public stock exchange of similar reputation and standing) on which the shares of such party or any of its affiliates are listed. In each case to which such exception applies, the releasing party will use its reasonable best efforts to provide a copy of such release or statement to the other party prior to releasing or making the same.

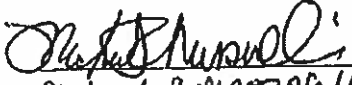
48. Guaranty. Lessee shall provide a guaranty of this Lease from DaVita Inc. to Lessor in the form of Exhibit G as attached hereto.

[Signature page follows]

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.


LESSOR:

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC

By: 
 Name: Michael R. MASSARELLI
 Title: PRESIDENT
 Date: 4-30-2012

LESSEE:

TOTAL RENAL CARE, INC.

By: 
 Name: CHERYL C. Cady
 Title: DVP
 Date: 4/13/12

*FOR LESSEE'S INTERNAL PURPOSES ONLY:
 APPROVAL BY DAVITA INC. AS TO FORM ONLY*

By: _____
 Name: Marcie Marcus Damisch
 Title: Group General Counsel

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LESSOR:

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

TOTAL RENAL CARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

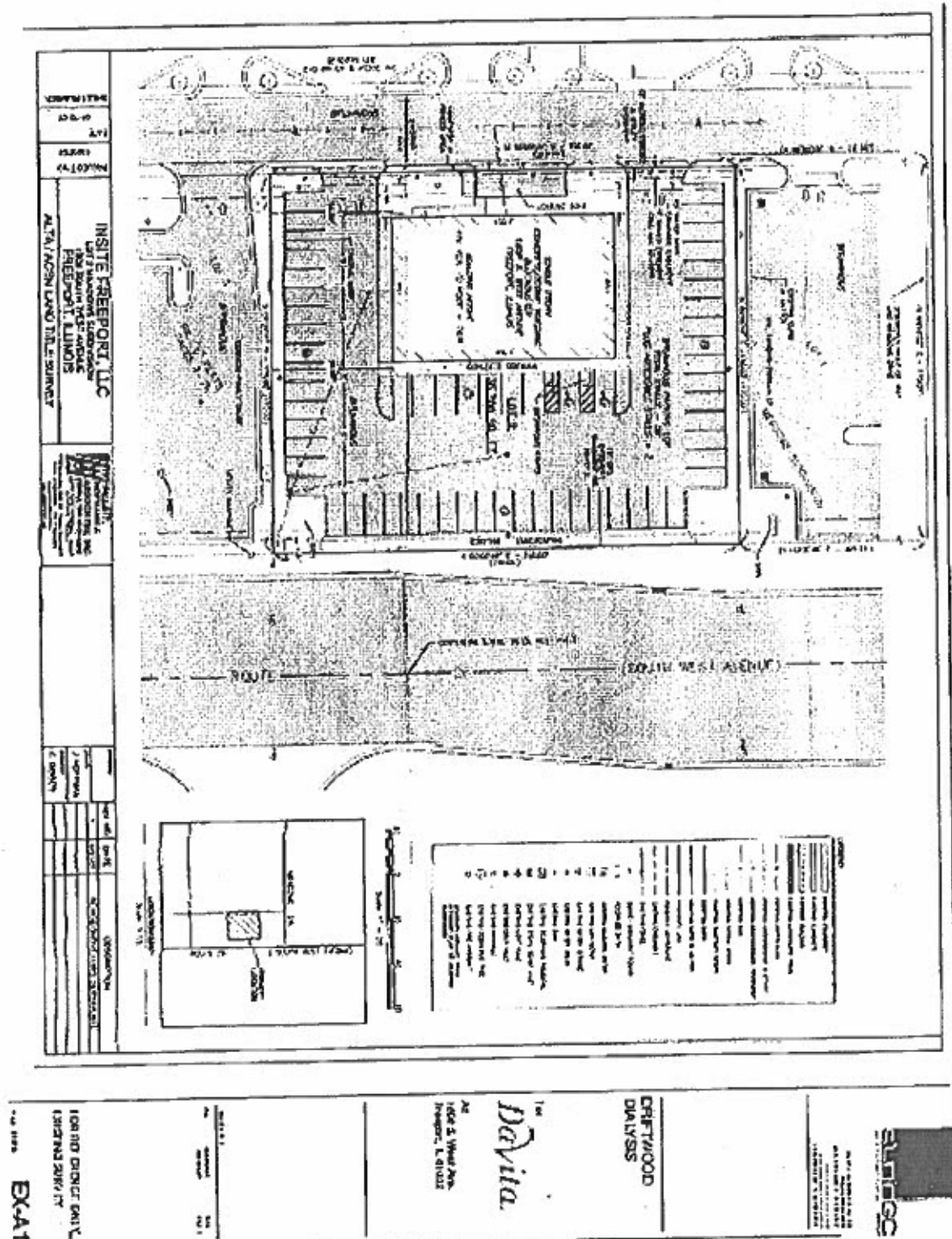
*FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL BY DAVITA INC. AS TO FORM ONLY*

By: Marcie Marcus Damisch
Name: Marcie Marcus Damisch
Title: Group General Counsel

EXHIBIT A

LEGAL DESCRIPTION/BUILDING SITE PLAN

(attached)



Freeport, IL (Facility # 5254)

Attachment - 2

PREMISES FLOOR PLAN

EXHIBIT B

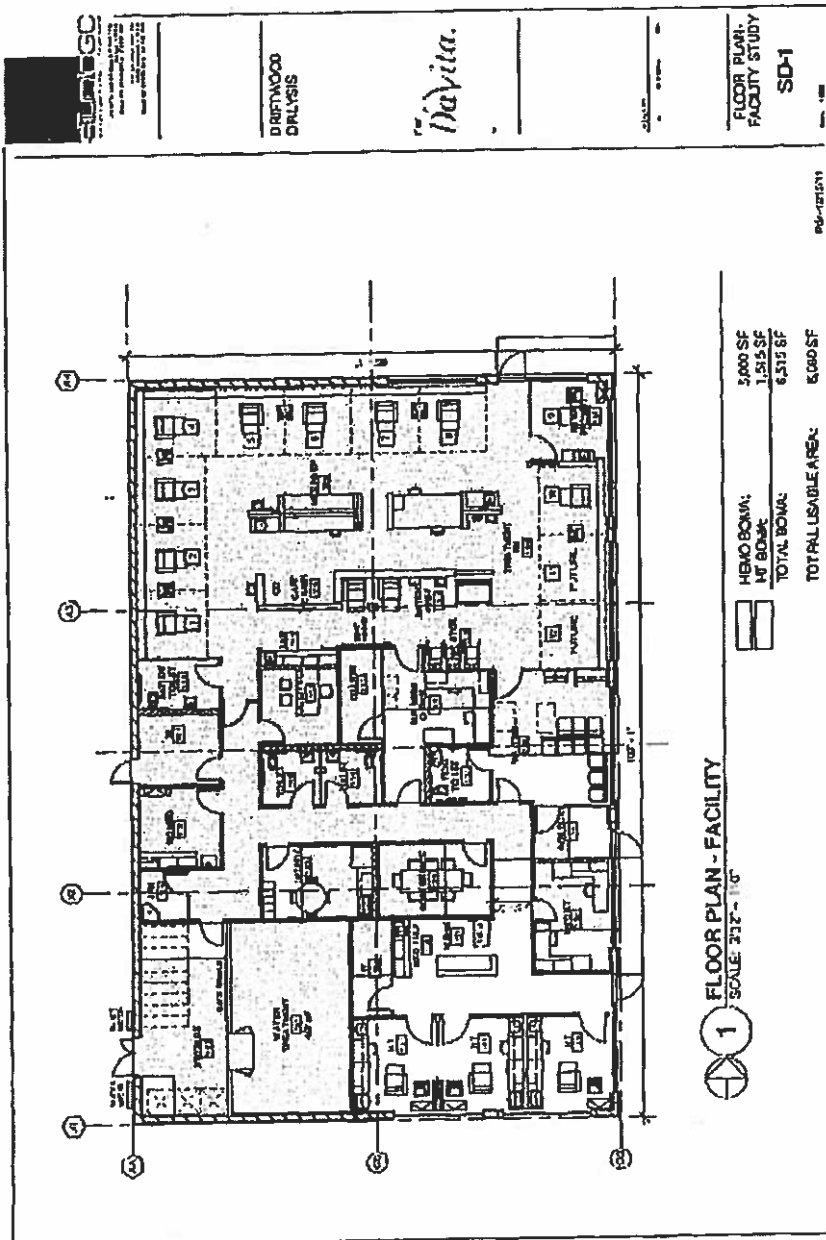


EXHIBIT C**FORM OF COMMENCEMENT DATE MEMORANDUM**

With respect to that certain lease ("Lease") dated _____, between _____ ("Lessor") and _____ ("Lessee"), whereby Lessor leased to Lessee and Lessee leased from Lessor space located at _____ (the "Premises"). Lessee and Lessor hereby acknowledge as follows:

- (1) Lessor delivered possession of the Premises to Lessee on _____ (the "Possession Date");
- (2) The Term of the Lease commenced on _____ (the "Commencement Date"); and
- (3) Lessee shall commence payment of Rent on _____.
- (4) The Premises contain _____ rentable square feet of space.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LESSOR:

LESSEE:

 By: _____
 Name: _____
 Title: _____
 Date: _____

 By: _____
 Name: _____
 Title: _____
 Date: _____

FOR LESSEE'S INTERNAL USE ONLY
APPROVED AS TO FORM ONLY:

By: _____
 Name: _____
 Title: _____

EXHIBIT D

FORM W-9

(attached)

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
FRONTIER REAL ESTATE INVESTMENTS LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P** ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
920 SOUTH MILWAUKEE AVENUE
City, state, and ZIP code
LIBERTYVILLE, IL 60048

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | - | | | | | |
| Employer identification number | | | | | | | | |
| 2 | 6 | - | 0 | 0 | 2 | 3 | 2 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Janet Zimmerman CPA* Date ▶ *4/30/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of ____, 200__ by ____ ("Lessee") in connection with that certain Lease Agreement dated ____ by and between Lessee and ____, as Lessor (the "Lease") for the premises located at ____ (the "Premises").

Lessee hereby certifies to ____ as follows:

1. A true and correct copy of the Lease together with all amendments is attached hereto as Exhibit "A". There are no other oral or written agreements or understandings between Lessor and Lessee relating to the Premises.
2. The information set forth below is true and correct as of the date hereof:
 - (a) Approximate square footage of the Premises: ____ rentable square feet
 - (b) Monthly installment of Rent as of the date hereof: \$ ____
 - (c) Commencement Date: ____
 - (d) Termination date: ____
 - (e) Security deposit: ____
 - (f) Prepaid rent in the amount of: ____
 - (g) Renewal Options: ____
3. Lessee has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.
4. To the best of Lessee's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Lessee or Lessor.
5. No rent has been or will be paid more than thirty (30) days in advance.
6. Lessee has no right of first refusal, option, or other right to purchase the Building or any part thereof, including, without limitation, the Premises.

[Signature page follows]

IN WITNESS WHEREOF, Lessee has executed this Estoppel Certificate as of the date first above written.

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____

*FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL AS TO FORM ONLY*

By: _____
Name: _____
Title: Group General Counsel

EXHIBIT A TO ESTOPPEL CERTIFICATE

COPY OF LEASE

(attached)

EXHIBIT F**LESSOR'S WORK**

At a minimum, Lessor shall provide the following Base Building Improvements to meet Lessee's requirements for an Existing Base Building Improvements at Lessor's sole cost:

- Lessor shall verify that the roof is in water tight sealed condition. Lessor must provide Lessee with an inspection report prepared by a certified, licensed and bonded roofer providing the age of the roof. Lessor shall maintain, and if necessary, replace the roof during the lease term.
- Lessor shall verify exterior to ensure that all control and expansion joints are properly sealed and seal, if necessary. Lessor will also maintain the building structure during the lease term.
- Lessor shall re-seal parking area and patch any areas of the parking area needing repair. Parking lights in the parking area shall be in good working order. Lessor shall maintain the parking area during the lease term.

EXHIBIT G**GUARANTY**

WHEREAS, FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC an Illinois Limited Liability Company ("Lessor") and TOTAL RENAL CARE, INC., a California corporation ("Lessee"), have entered into a certain lease agreement dated on or about the date hereof, covering certain premises located at 1808 S. West Avenue (the "Premises") in Freeport, Illinois (the "Lease"); and

WHEREAS, the Lessor requires as a condition to its execution of the Lease that the undersigned unconditionally becomes a guarantor to Lessor for the obligations of Lessee under the Lease; and

WHEREAS, the undersigned is the parent corporation of Lessee and as such is desirous that Lessor enter into the Lease with Lessee.

NOW THEREFORE, in consideration of the execution of the Lease by Lessor and other good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Lessor, its successors and assigns as follows:

1. The undersigned guaranties the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease, to be kept and performed by Lessee (subject to all applicable notice and/or cure periods set forth in the Lease), in accordance with and within the time prescribed by the Lease (hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, this Guaranty, and all the obligations of the undersigned hereunder, shall terminate upon the expiration of the one hundred twentieth (120th) month following the Commencement Date (as defined in the Lease) of the Lease.

2. Lessor shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from the undersigned, or without affecting, impairing or discharging in whole or in part, the Liabilities or the obligations of the undersigned hereunder, to modify, change, extend, alter, amend, or supplement in any respect whatever, the Lease, or any agreement or transaction between Lessor and Lessee or between Lessor and any other party liable for the Liabilities, or any portion or provision thereof; to grant extension of time and other indulgences of any kind to Lessee; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Lessor may have at any time against Lessee or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Lessor at any time under any agreement or otherwise.

3. The undersigned waives: (a) all notice, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm, or corporation held by Lessor as collateral

security; (b) trial by jury and the right thereto in any proceeding of any kind, whether arising on or out of, under or by reason of this Guaranty, or any other agreement or transaction between the undersigned, Lessor and/or Lessee; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Lessee.

4. Lessor may, without notice, assign this Guaranty in whole or in part to Lessor's successor in interest under the Lease, and no assignment of this Guaranty shall operate to extinguish or diminish the liability of the undersigned hereunder. The assignment of the Lease by Lessee to any entity not affiliated with the undersigned shall automatically terminate this Guaranty, and thereafter, the undersigned shall have no further liability hereunder.

5. The liability of the undersigned under the Guaranty shall be primary under any right of action which shall accrue to Lessor under the Lease and Lessor may, at its option, proceed against the undersigned without having to commence any action, or have obtained any judgment against Lessee.

6. All of the Liabilities and the obligations of the undersigned hereunder shall be immediately due and payable by the undersigned, anything contained herein to the contrary notwithstanding, immediately upon the occurrence of a default under the Lease which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease.

7. The obligations of the undersigned hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Lessee or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Lessee or the undersigned.

8. The waiver of any right by Lessor or its failure to exercise promptly any right shall not be construed as the waiver of any other right including the right to exercise the same at any time thereafter. No waiver or modification of any of the terms or conditions of this Guaranty shall be binding against Lessor unless such waiver or modification is in a writing signed by Lessor.

9. The provisions of the Guaranty shall bind all of the respective successors and assigns of the undersigned and shall inure to the benefit of Lessor, its successors and assigns.

10. All rights and remedies of Lessor are cumulative and not alternative. This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Illinois and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

11. The undersigned represents that at the time of the execution and delivery of this Guaranty nothing exists to impair the effectiveness of the obligations of the undersigned to Lessor hereunder, or the immediate taking effect of this Guaranty between the undersigned and Lessor with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed this
_____ day of _____, 2012.

DAVITA INC.

By: _____
Name: _____
Title: _____

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

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

File Number

0363007-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FREEPORTBAY DIALYSIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 21, 2011, 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.



Authentication #: 1833401408 verifiable until 11/30/2019
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of NOVEMBER A.D. 2018 .***

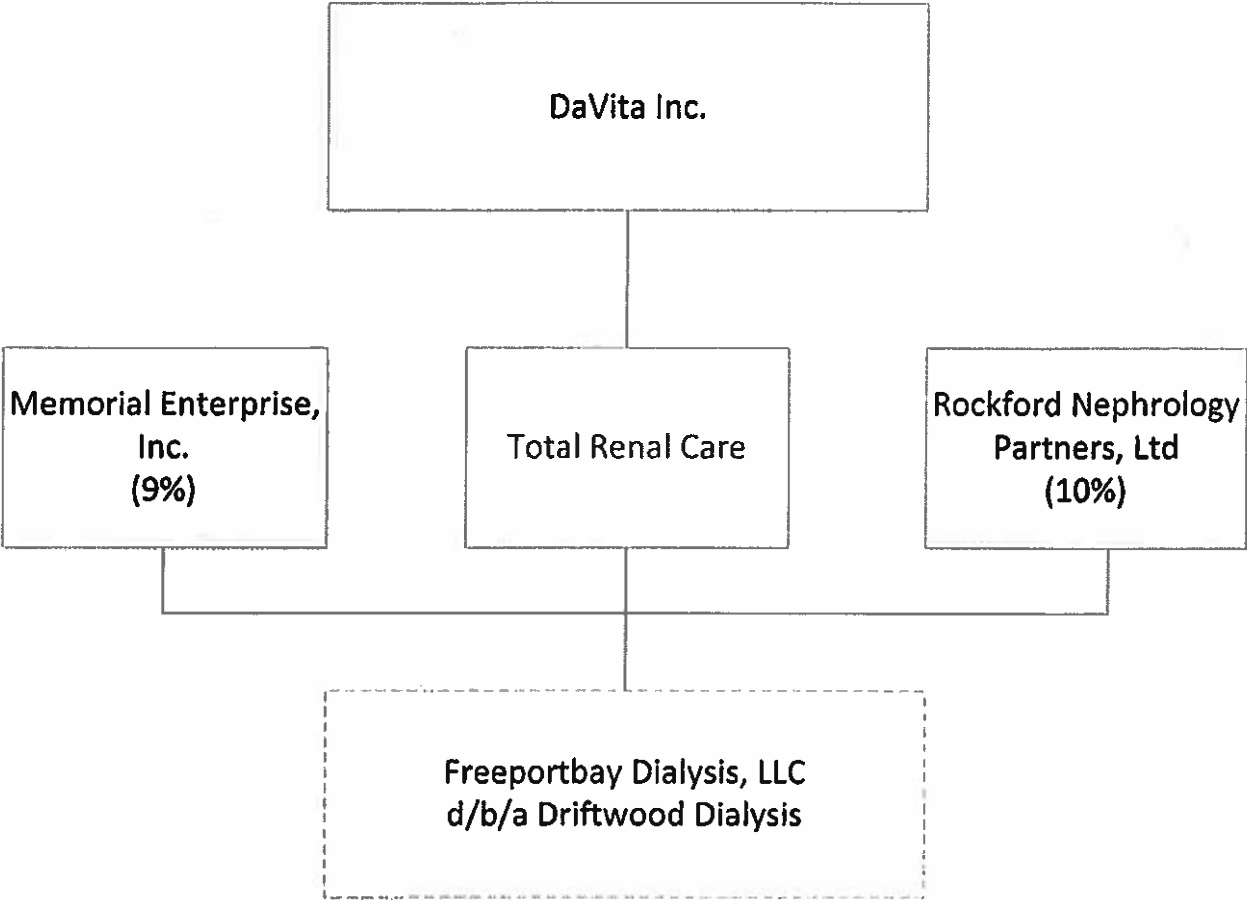
Jesse White

SECRETARY OF STATE

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

The organizational chart for DaVita Inc., Freeportbay Dialysis, LLC, and Driftwood Dialysis is attached at Attachment – 4.

**FREEPORTBAY DIALYSIS, LLC
ORGANIZATIONAL STRUCTURE**



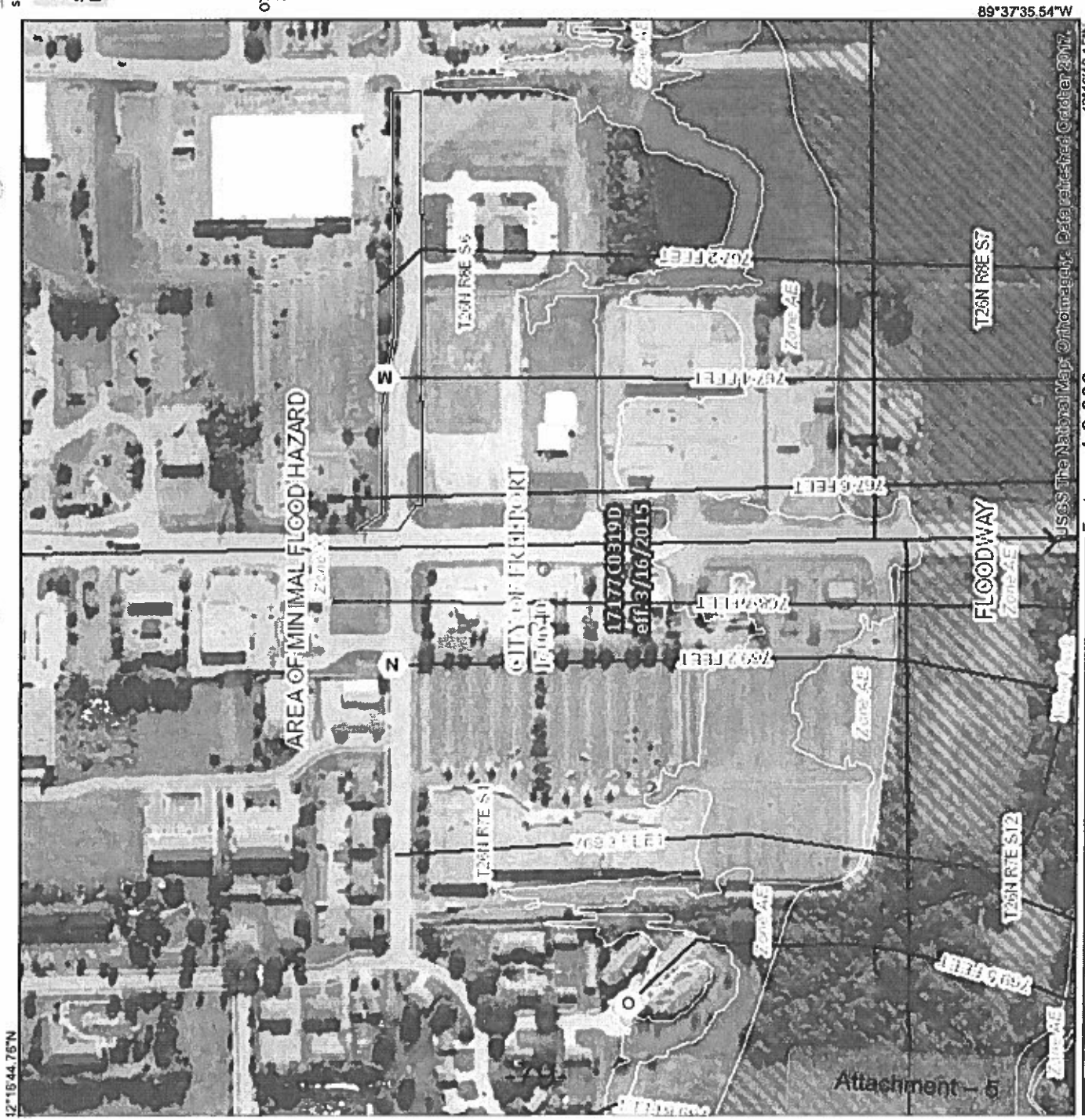
Section I, Identification, General Information, and Certification
Flood Plain Requirements

The site of the proposed dialysis facility complies with the requirements of Illinois Executive Order #2005-5. The facility is located at 1808 South West Avenue, Freeport, Illinois 61032. As shown in the documentation from the FEMA Flood Map Service Center attached at Attachment – 5. The interactive map for Panel 17177C0319D reveals that this area is not included in the flood plain.

National Flood Hazard Layer FIRMette



12°15'44.75"N



Legend

SEE HIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Flood Risk due to Levee. See Notes.
- Area with Flood Risk due to Levee

OTHER AREAS

- Area of Minimal Flood Hazard
- Effective LOMRs
- Area of Undetermined Flood Hazard

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/3/2018 at 11:28:59 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

#19-051

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

The Historic Preservation Act determination from the Illinois Historic Preservation Agency is attached at Attachment – 6.



Illinois Historic
Preservation Agency

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

Stephenson County

Freeport

CON - Establish a 10 Station Dialysis Facility

1808 S. West Ave.

IHPA Log #004072911

August 10, 2011

Anne Cooper
Polsinelli Shughart
161 N. Clark St., Suite 4200
Chicago, IL 60601

Dear Ms. Cooper:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker
Deputy State Historic
Preservation Officer

Attachment - 6

Section I, Identification, General Information, and Certification
Project Status and Completion Schedules

The Applicants anticipate project completion within 12 months of project approval.

Section I, Identification, General Information, and Certification
Current Projects

| DaVita Current Projects | | | |
|--------------------------------|--------------------------|---------------------|------------------------|
| Project Number | Name | Project Type | Completion Date |
| 17-014 | Rutgers Park Dialysis | Establishment | 06/30/2019 |
| 17-016 | Salt Creek Dialysis | Establishment | 06/30/2019 |
| 17-029 | Melrose Village Dialysis | Establishment | 07/31/2020 |
| 17-049 | Northgrove Dialysis | Establishment | 07/31/2019 |
| 17-062 | Auburn Park Dialysis | Establishment | 02/29/2020 |
| 17-063 | Hickory Creek Dialysis | Establishment | 11/30/2019 |
| 17-066 | North Dunes Dialysis | Establishment | 07/31/2020 |
| 17-068 | Oak Meadows Dialysis | Establishment | 04/30/2020 |
| 18-001 | Garfield Kidney Center | Relocation | 06/30/2020 |
| 18-017 | Marshall Square Dialysis | Establishment | 07/31/2020 |
| 18-037 | Cicero Dialysis | Establishment | 01/31/2021 |

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 | \$630,926 | 5,000 | | | | 5,000 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Clinical | \$630,926 | 5,000 | | | | 5,000 | |
| | | | | | | | |
| NON REVIEWABLE | | | | | | | |
| NON-CLINICAL | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Non-Reviewable | | | | | | | |
| TOTAL | \$630,926 | 5,000 | | | | 5,000 | |

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.110(a) Project Purpose, Background and Alternatives

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. This project is for 1 station expansion of Driftwood Dialysis, an 11 station dialysis clinic located at 1808 South West Avenue, Freeport, Illinois.

DaVita Inc. 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 2018 Community Care report details DaVita's commitment to quality, patient centric focus and community outreach and was previously included in its Midway Dialysis CON application (Proj. No.19-027). Some key initiatives of DaVita which are covered in that report are also outlined below.

Kidney Disease Statistics

30 million or 15% of U.S. adults are estimated to have CKD.¹ Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 2001-2004 and 2013-2016, the overall prevalence estimate for CKD rose from 14.2 to 14.8 percent.²
- Many studies now show that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.³
- Nearly seven times the number of new patients began treatment for ESRD in 2016 (124,675) versus 1980 (17,903).⁴
- Nearly thirteen times more patients are now being treated for ESRD than in 1980 (726,331 versus 56,435).⁵
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 45% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁶
- Lack of access to nephrology care for patients with CKD prior to reaching end stage kidney disease which requires renal replacement therapy continues to be a public health concern. Timely CKD care is imperative for patient morbidity and mortality. Beginning in 2005, CMS began to collect CKD data on patients beginning dialysis. Based on that data, it appears that little

¹ Centers for Disease Control & Prevention, National Center for Chronic Disease Prevention and Health Promotion, National Chronic Kidney Disease Fact Sheet, 2017 (2017) available at https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf (last visited Feb. 14, 2019).

² US Renal Data System, USRDS 2018 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 9 (2018).

³ Id. at 10.

⁴ Id. at 296.

⁵ Id. at 309.

⁶ Id. at 317.

progress has been made to improve access to pre-ESRD kidney care. For example, in 2016, 20.8% of newly diagnosed ESRD patients had not been treated by a nephrologist prior to beginning dialysis therapy. And among these patients who had not previously been followed by a nephrologist, 80% of those on hemodialysis began therapy with a catheter rather than a fistula. Comparatively, only 36% of those patients who had received a year or more of nephrology care prior to reaching ESRD initiated dialysis with a catheter instead of a fistula.⁷

DaVita's Quality Recognition and Initiatives

Awards and Recognition

- **Five Star Quality Ratings.** DaVita led the industry for the fourth year by meeting or exceeding Medicare standards in the Centers for Medicare and Medicaid Services ("CMS") Five-Star Quality Rating System ("Five Star"). DaVita had more three, four and five star clinics than it has ever had in the history of the program.
- **Quality Incentive Program.** DaVita ranked first in outcomes for the fourth straight year in the CMS end stage renal disease ("ESRD") Quality Incentive Program. The ESRD QIP reduces payments to dialysis clinics that do not meet or exceed CMS-endorsed performance standards. DaVita outperformed the other ESRD providers in the industry combined with only 11 percent of clinics receiving adjustments versus 23 percent for the rest of the industry.
- **Coordination of Care.** On September 5, 2018, America's Physician Groups (APG), formerly CAPG, the leading association in the country representing physician organizations practicing capitated, coordinated care, awarded two of DaVita's medical groups - HealthCare Partners in California and The Everett Clinic in Washington - its Standards of Excellence™ Elite Awards. The CAPG's Standards of Excellence™ survey is the industry standard for assessing the delivery of accountable and value based care. Elite awards are achieved by excelling in six domains including Care Management Practices, Information Technology, Accountability and Transparency, Patient-Centered Care, Group Support of Advanced Primary Care and Administrative and Financial Capability.
- **Joint Commission Accreditation.** In October 2018, DaVita Hospital Services, the first inpatient kidney care service to receive Ambulatory Health Care Accreditation from the Joint Commission, received its second reaccreditation. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners.
- **Military Friendly Employer Recognition.** DaVita has been repeatedly recognized for its commitment to its employees, particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. On July 16, 2018, the Disabled American Veterans recognized DaVita as the 2018 Outstanding Large Employer of the Year. Since 2010, DaVita has hired over 3,000 veteran teammates, offering transitional support for teammates with a military background. Veteran teammates vary from patient care technicians to the organization's current chief development officer. DaVita has long been committed to honoring retired and active-duty service members and works to help them feel welcome in the community and to transition from life in the military to life as teammates at DaVita.

⁷ *Id.* at 322.

- **Workplace Awards.** In April 2018, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the eleventh consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. WorldBlu surveys organizations' teammates to determine the level of democracy practiced. For the sixth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. In 2018, DaVita was recognized among *Training* magazine's Top 125 for its whole-person learning approach to training and development programs for the fourteenth year in a row. DaVita received a Gold LearningElite award from Chief Learning Officer Magazine, which recognized DaVita's exemplary learning and development programs. DaVita has been among the LearningElite for the past six years, and this was its first Gold level recognition. DaVita was one of more than 100 companies from ten industry sectors to join the inaugural 2018 Bloomberg Gender-Equality Index for creating a majority diverse Board of Directors. The index measures gender equality across internal company statistics, employee policies, external community support and engagement and gender-conscious product offerings. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies of 2019 – for the twelfth consecutive year and thirteenth year overall.

Quality Initiatives

DaVita has undertaken many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and ESRD. With the ongoing shift from volume to value in healthcare, providers—more than ever—are focusing their attention on generating optimal clinical outcomes in order to enhance patient quality of life. The extensive tools and initiatives that were built into the DaVita Patient-Focused Quality Pyramid help affiliated physicians succeed in this important undertaking. The pyramid serves as a framework for nephrologists to address the complex factors that impact patients, such as mortality, hospitalizations and the patient experience. Complex programs serve as an important tier in the DaVita Patient-Focused Quality Pyramid. They include:

- Clinical initiatives such as preventing missed treatments and managing vascular access, fluid, infection, medications and diabetes.
- Pneumococcal pneumonia and influenza initiatives: Increase pneumonia and influenza vaccination rates.
- Catheter removal: Help patients transition from central venous catheters (CVCs) to arteriovenous (AV) fistulas to reduce risk of hospitalization from infections and blood clots.
- Dialysis transition management: Support patients through any transition of care to improve outcomes and reduce mortality.

DaVita's patient centered quality programs also include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs. These programs and others are described below.

- To improve access to kidney care services, DaVita and Northwell Health in New York have joint ventured to serve thousands of patients in Queens and Long Island with integrated kidney care. The joint venture will provide kidney care services in a multi-phased approach, including:
 - Physician education and support
 - Chronic kidney disease education
 - Network of outpatient centers
 - Hospital services
 - Vascular access
 - Integrated care
 - Clinical research
 - Transplant services

The joint venture will encourage patients to better utilize in-home treatment options.

- DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. 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 improve patient outcomes and reduce ESRD as follows:
- 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 Kidney Smart program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care. DaVita patients who have attended a Kidney Smart class have had 30 percent fewer hospitalizations and 38 percent fewer missed treatments in their first 90 days on dialysis and are six times more likely to start dialysis on a home modality.

- On April 23, 2019, DaVita launched its DaVita Health Tour, which visited 18 communities to provide free health screenings and kidney education. The mobile health clinic included:
 - Diabetes screenings, including a finger-stick glucose test;
 - Biometrics, including blood pressure, height/weight/waist measurement and Body Mass Index (BMI) testing; and
 - Personal and confidential patient results.

Access to free diabetes and blood pressure testing is critical to help identify individuals who may have or be at risk for developing CKD since diabetes and high blood pressure are two of the primary causes. CKD is often symptomless in its early stages, so this testing is essential to diagnose the disease early, when it may be possible to slow the progression of disease or stop it altogether.

- 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. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.
- 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.

- For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provides 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 250 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis clinic 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 clinic. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

- On January 17, 2019, DaVita announced the successful implementation of CKD EHR by Epic. The CKD electronic health record (EHR) system was created alongside Epic, the most widely used and comprehensive health records system, to help improve patient care by transforming the physician information technology (IT) experience. The system was designed to enable better care coordination and increase practice efficiency. The system leverages Epic's interoperability network, Care Everywhere, to share clinical information across health care providers, regardless of which EHR systems other providers use. CKD EHR by Epic also delivers nephrology-specific functionality to support population health management, including a risk stratification model, workflow tools to help manage the progression of CKD and reporting capabilities to identify gaps of care.
- Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 25 percent reduction in non-dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 48 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

- Transplant Education

- On April 24, 2019, DaVita introduced its multi-media kidney transplant education resource, Transplant Smart. Transplant Smart is a comprehensive education and support program that includes:
 - Motivating peer-to-peer videos intended to help patients learn from others who were once in their position. Topics include everything from "Why transplant?" to "How to find a living donor."
 - Compelling animated videos created to inform patients and their loved ones about what to expect during each key step of the transplant process to help reduce their anxiety and increase their confidence.
 - An illustrated handbook designed to educate DaVita patients about transplant and help them stay organized during their transplant journey.
 - Enhanced guidance and support from a social worker throughout the journey.
- DaVita expanded its emphasis on transplant education within its Kidney Smart® program, a no-cost chronic kidney disease education resource that is open to the community. Kidney Smart, which has educated more than 165,000 participants since 2012, now offers pre-emptive transplant education and will also offer post-class text messages with additional transplant education later this year.
- On June 6, 2018, DaVita and the University of Chicago Medicine announced the successful implementation of the Transplant Waitlist Support Program. The program's purpose is to help waitlisted patients remain transplant ready by deploying a technology-enabled solution to proactively and electronically exchange patient information between DaVita and the transplant center. Outdated information can cause a patient to be passed over when a transplant opportunity arises.
- Dialysis Quality Indicators. 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.
- Pharmaceutical Compliance. DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has helped improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.
- While the number of patients diagnosed with ESRD increases by 5% each year, mortality rates for ESRD have been declining in the United States over the last two decades, particularly when the changing demographic characteristics are taken into account. ESRD patients have lived well on dialysis for 5-10 years and as long as 20-30 years. Importantly, along with improvements in care of ESRD, hospitalization of ESRD patients is also declining.

Service to the Community

- DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. DaVita Way of Giving

program donated \$2.1 million in 2018 to locally based charities across the United States. Its own employees, or members of the "DaVita Village," assist in these initiatives. In 2018, 571 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.1 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids.

- DaVita is committed to sustainability and reducing its carbon footprint. 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. Newsweek Green Rankings recognized DaVita as a 2017 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. In 2018, DaVita was recognized for the second time by the Dow Jones Sustainability Index (DJSI) as one of only seven U.S. based companies in the Health Care Providers and Services category on this year's DJSI World Index. Since 2013, DaVita has saved 645 million gallons of water through optimization projects. Through toner and cell phone recycling programs, more than \$126,000 has been donated to Bridge of Life. In 2015, Village Green, DaVita's corporate sustainability program, launched a formal electronic waste program and recycled more than 558,000 pounds of e-waste since the program's inception. DaVita recently contracted with Longroad Energy on two virtual power purchase agreements facilitating the development of clean energy projects in Texas. DaVita's share of these projects, a wind farm and solar farm, will generate as much renewable energy as the amount of electricity used by DaVita's North American operations.

In 2018, the U.S. Department of Energy ("DOE") recognized DaVita in its Advanced Rooftop Unit ("RTU") Campaign and awarded DaVita the Communities Award in the Excellence in Corporate Social Responsibility category. DaVita was honored for its leadership in installing more energy efficient RTUs (heating and cooling units) in commercial buildings. DaVita was recognized for the highest number of automated fault detection and diagnostic ("AFDD") installations on RTUs, having installed 4,889 AFDD systems. DaVita was recognized by the Communitas Awards in Communities Award in the Excellence in Corporate Social Responsibility for its sustainability efforts, which include, saving 643 million gallons of water since 2013 through conservation efforts at dialysis centers; diverting 354,610 pounds of electronic waste from landfills since 2016; and donating more than 34,000 meals to local shelters since 2016 through food waste recovery efforts.

- DaVita does not limit its community engagement to the U.S. alone. Since its inception in 2006, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization, completed a total of 179 international medical missions in 30 countries and 310 domestic screenings. More than 1,300 DaVita volunteers supported these missions, impacting more than 118,000 men, women and children. In 2017, Bridge of Life established a Community Health Worker Program where they trained 13 individuals in Haiti and Nicaragua, allowing Bridge of Life to refer patients to local medical staff with their in-country partners and to ensure those patients receive continued follow-up care. It also developed an electronic medical record (EMR) system, allowing Bridge of Life to go paperless and to enter and maintain patient data more quickly and efficiently. In 2018, Bridge of Life partnered with the Syrian American Medical Society ("SAMS") to screen Syrian refugees in Irbid, Jordan for hypertension, diabetes and kidney disease and to provide health education. In 2019, Bridge of Life partnered with Global Livingston Institute to provide free health services, ongoing prevention education and recommended treatment plans to 3,000 Ugandans. Volunteer teammates from DaVita implemented a newly designed protocol for screening a younger population that focuses on behavioral health change of high-risk habits such as tobacco and alcohol use, physical inactivity and diet. Volunteers screened adults in nearby communities for chronic kidney disease and its root causes such as hypertension and diabetes. The professionals from Bridge of Life use real-time, lab quality testing to identify individuals who have signs of chronic illnesses and offer health education to encourage patients to take a proactive role in their own health. They help ensure that high-risk patients

receive the necessary care long-term by working with local clinics and hospitals to establish a referral process.

Other Section 1110.230(a) Requirements

Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") 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 clinics owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

A list of health care clinics owned or operated by the Applicants in Illinois is attached at Attachment – 11A. Dialysis clinics are currently not subject to State Licensure in Illinois.

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

An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and 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 – 11B.

| DaVita Inc. | | | | | | | | |
|--------------------------------|----------------------------|-----------|--------------------|------------|-------|------------|-------------------------------|--|
| Illinois Facilities | | | | | | | | |
| Regulatory Name | Address 1 | Address 2 | 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 | |
| Arlington Heights Renal Center | 17 WEST GOLF ROAD | | ARLINGTON HEIGHTS | COOK | IL | 60005-3905 | 14-2628 | |
| Auburn Park Dialysis | 7939 SOUTH WESTERN AVENUE | | CHICAGO | COOK | IL | 60620 | | |
| Barrington Creek | 28160 W. NORTHWEST HIGHWAY | | LAKE BARRINGTON | LAKE | IL | 60010 | 14-2736 | |
| Belvidere Dialysis | 1755 BELOIT ROAD | | BELVIDERE | BOONE | IL | 61008 | 14-2795 | |
| 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 | |
| Brickyard Dialysis | 2640 NORTH NARRAGANSETT | | CHICAGO | COOK | IL | 60639 | | |
| Brighton Park Dialysis | 4729 SOUTH CALIFORNIA AVE | | CHICAGO | COOK | IL | 60632 | | |
| Buffalo Grove Renal Center | 1291 W. DUNDEE ROAD | | BUFFALO GROVE | COOK | IL | 60089-4009 | 14-2650 | |
| Calumet City Dialysis | 1200 SIBLEY BOULEVARD | | CALUMET CITY | COOK | IL | 60409 | 14-2817 | |
| Carpentersville Dialysis | 2203 RANDALL ROAD | | CARPENTERSVILLE | KANE | IL | 60110-3355 | 14-2598 | |
| Cicero Dialysis | 6001 Ogden Avenue | | Cicero | Cook | IL | 60804 | | |
| Centralia Dialysis | 1231 STATE ROUTE 161 | | CENTRALIA | MARION | IL | 62801-6739 | 14-2609 | |
| Chicago Heights Dialysis | 177 W JOE ORR RD | STE B | CHICAGO HEIGHTS | COOK | IL | 60411-1733 | 14-2635 | |
| Chicago Ridge Dialysis | 10511 SOUTH HARLEM AVE | | WORTH | COOK | IL | 60482 | 14-2793 | |
| Churchview Dialysis | 5970 CHURCHVIEW DR | | ROCKFORD | WINNEBAGO | IL | 61107-2574 | 14-2640 | |
| Cobblestone Dialysis | 934 CENTER ST | STE A | ELGIN | KANE | IL | 60120-2125 | 14-2715 | |
| Collinsville Dialysis | 101 LANTER COURT | BLDG 2 | COLLINSVILLE | MADISON | IL | 62234 | | |
| Country Hills Dialysis | 4215 W 167TH ST | | COUNTRY CLUB HILLS | COOK | IL | 60478-2017 | 14-2575 | |
| 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 | 14-2599 | |
| Dixon Kidney Center | 1131 N GALENA AVE | | DIXON | LEE | IL | 61021-1015 | 14-2651 | |
| Driftwood Dialysis | 1808 SOUTH WEST AVE | | FREEPORT | STEPHENSON | IL | 61032-6712 | 14-2747 | |
| Edgemont Dialysis | 8 VIEUX CARRE DRIVE | | EAST ST. LOUIS | ST. CLAIR | IL | 62203 | | |
| Edwardsville Dialysis | 235 S BUCHANAN ST | | EDWARDSVILLE | MADISON | IL | 62025-2108 | 14-2701 | |
| Effingham Dialysis | 904 MEDICAL PARK DR | STE 1 | EFFINGHAM | EFFINGHAM | IL | 62401-2193 | 14-2580 | |

| DaVita Inc. | | | | | | | | |
|-------------------------------|-----------------------------|-----------|----------------|------------|-------|------------|-------------------------------|--|
| Illinois Facilities | | | | | | | | |
| Regulatory Name | Address 1 | Address 2 | City | County | State | Zip | Medicare Certification Number | |
| Emerald Dialysis | 710 W 43RD ST | | CHICAGO | COOK | IL | 60609-3435 | 14-2529 | |
| Evanston Renal Center | 1715 CENTRAL STREET | | EVANSTON | COOK | IL | 60201-1507 | 14-2511 | |
| Ford City Dialysis | 8159 S CICERO AVENUE | | CHICAGO | COOK | IL | 60652 | | |
| Forest City Rockford | 4103 W STATE ST | | ROCKFORD | WINNEBAGO | IL | 61101 | | |
| Glenview Dialysis | 2601 Compass Road | Suite 145 | Glenview | Cook | IL | 60026 | | |
| Grand Crossing Dialysis | 7319 S COTTAGE GROVE AVENUE | | CHICAGO | COOK | IL | 60619-1909 | 14-2728 | |
| Freeport Dialysis | 1028 S KUNKLE BLVD | | FREEPORT | STEPHENSON | IL | 61032-6914 | 14-2642 | |
| Foxpoint Dialysis | 1300 SCHAEFER ROAD | | GRANITE CITY | MADISON | IL | 62040 | | |
| Garfield Kidney Center | 3250 WEST FRANKLIN BLVD | | CHICAGO | COOK | IL | 60624-1509 | 14-2777 | |
| Geneva Crossing Dialysis | 540 South Schmale Road | | Carol Stream | DuPage | IL | 60188 | | |
| Granite City Dialysis Center | 9 AMERICAN VLG | | GRANITE CITY | MADISON | IL | 62040-3706 | 14-2537 | |
| Harvey Dialysis | 16641 S HALSTED ST | | HARVEY | COOK | IL | 60426-6174 | 14-2698 | |
| Hazel Crest Renal Center | 3470 WEST 183rd STREET | | HAZEL CREST | COOK | IL | 60429-2428 | 14-2622 | |
| Hickory Creek Dialysis | 214 COLLINS STREET | | JOLIET | WILL | IL | 60432 | | |
| Huntley Dialysis | 10350 HALIGUS ROAD | | HUNTLEY | MCHENRY | IL | 60142 | | |
| Illini Renal Dialysis | 507 E UNIVERSITY AVE | | CHAMPAIGN | CHAMPAIGN | IL | 61820-3828 | 14-2633 | |
| Irving Park Dialysis | 4323 N PULASKI RD | | CHICAGO | COOK | IL | 60641 | | |
| 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 | STE 104 | BOURBONNAIS | KANKAKEE | IL | 60914-2439 | 14-2685 | |
| Kenwood Dialysis | 4259 S COTTAGE GROVE AVENUE | | CHICAGO | COOK | IL | 60653 | 14-2717 | |
| Lake County Dialysis Services | 565 LAKEVIEW PARKWAY | STE 176 | VERNON HILLS | LAKE | IL | 60061 | 14-2552 | |
| Lake Villa Dialysis | 37809 N IL ROUTE 59 | | LAKE VILLA | LAKE | IL | 60046-7332 | 14-2666 | |
| Lawndale Dialysis | 3934 WEST 24TH ST | | CHICAGO | COOK | IL | 60623 | 14-2768 | |
| Lincoln Dialysis | 2100 WEST FIFTH | | LINCOLN | LOGAN | IL | 62656-9115 | 14-2582 | |
| Lincoln Park Dialysis | 2484 N ELSTON AVE | | CHICAGO | COOK | IL | 60647 | 14-2528 | |
| Litchfield Dialysis | 915 ST FRANCES WAY | | LITCHFIELD | MONTGOMERY | IL | 62056-1775 | 14-2583 | |
| Little Village Dialysis | 2335 W CERMAK RD | | CHICAGO | COOK | IL | 60608-3811 | 14-2668 | |
| Logan Square Dialysis | 2838 NORTH KIMBALL AVE | | CHICAGO | COOK | IL | 60618 | 14-2534 | |
| Loop Renal Center | 1101 SOUTH CANAL STREET | | CHICAGO | COOK | IL | 60607-4901 | 14-2505 | |
| Machesney Park Dialysis | 7170 NORTH PERRYVILLE ROAD | | MACHESNEY PARK | WINNEBAGO | IL | 61115 | 14-2806 | |

| DaVita Inc. | | | | | | | | |
|--------------------------------|---|-----------|--------------|-------------|-------|------------|-------------------------------|--|
| Illinois Facilities | | | | | | | | |
| Regulatory Name | Address 1 | Address 2 | City | County | State | Zip | Medicare Certification Number | |
| Macon County Dialysis | 1090 W MCKINLEY AVE | | DECATUR | MACON | IL | 62526-3208 | 14-2584 | |
| Marengo City Dialysis | 910 GREENLEE STREET | STE B | MARENGO | MCHENRY | IL | 60152-8200 | 14-2643 | |
| Marion Dialysis | 324 S 4TH ST | | MARION | WILLIAMSON | IL | 62959-1241 | 14-2570 | |
| Marshall Square Dialysis | 2950-3010 West 26th Street | | Chicago | COOK | IL | 60623 | | |
| Maryville Dialysis | 2130 VADALABENE DR | | MARYVILLE | MADISON | IL | 62062-5632 | 14-2634 | |
| Mattoon Dialysis | 6051 DEVELOPMENT DRIVE | | CHARLESTON | COLES | IL | 61938-4652 | 14-2585 | |
| Melrose Village | 1985 North Mannheim Road | | Melrose Park | Cook | IL | 60160 | | |
| 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 | |
| Montgomery County Dialysis | 1822 SENATOR MILLER DRIVE | | HILLSBORO | MONTGOMERY | IL | 62049 | 14-2813 | |
| 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 | |
| North Dunes Dialysis | 3113 North Lewis Avenue | | Waukegan | Lake | IL | 60087 | | |
| Northgrove Dialysis | 2491 INDUSTRIAL DRIVE | | HIGHLAND | MADISON | IL | 62249 | | |
| O'Fallon Dialysis | 1941 FRANK SCOTT PKWY E | STE B | O'FALLON | ST. CLAIR | IL | 62269 | 14-2818 | |
| Oak Meadows Dialysis | 5020 West 95th Street | | OAK LAWN | Cook | IL | 60453 | | |
| Olney Dialysis Center | 117 N BOONE ST | | OLNEY | RICHLAND | IL | 62450-2109 | 14-2674 | |
| Olympia Fields Dialysis Center | 4557B LINCOLN HWY | STE B | MATTESON | COOK | IL | 60443-2318 | 14-2548 | |
| Palos Park Dialysis | 13155 S LaGRANGE ROAD | | ORLAND PARK | COOK | IL | 60462-1162 | 14-2732 | |
| Park Manor Dialysis | 95TH STREET & COLFAX AVENUE | | CHICAGO | COOK | IL | 60617 | | |
| Pittsfield Dialysis | 640 W WASHINGTON ST | | PITTSFIELD | PIKE | IL | 62363-1350 | 14-2708 | |
| Red Bud Dialysis | LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK | | RED BUD | RANDOLPH | IL | 62278 | 14-2772 | |
| Robinson Dialysis | 1215 N ALLEN ST | STE B | 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 | |
| Rutgers Park Dialysis | 8455 WOODWARD AVENUE | | WOODRIDGE | DUPAGE | IL | 60517 | | |

| DaVita Inc. | | | | | | | | | |
|---------------------------------------|-----------------------------|-----------|---------------|-------------|-------|------------|-------------------------------|--|--|
| Illinois Facilities | | | | | | | | | |
| Regulatory Name | Address 1 | Address 2 | City | County | State | Zip | Medicare Certification Number | | |
| Salt Creek Dialysis | 196 WEST NORTH AVENUE | | VILLA PARK | DUPAGE | IL | 60181 | | | |
| Sauget Dialysis | 2061 GOOSE LAKE RD | | SAUGET | SAINT CLAIR | IL | 62206-2822 | 14-2561 | | |
| Schaumburg Renal Center | 1156 S ROSELLE ROAD | | SCHAUMBURG | COOK | IL | 60193-4072 | 14-2654 | | |
| Shiloh Dialysis | 1095 NORTH GREEN MOUNT RD | | SHILOH | ST CLAIR | IL | 62269 | 14-2753 | | |
| Silver Cross Renal Center - Morris | 1551 CREEK DRIVE | | MORRIS | GRUNDY | IL | 60450 | 14-2740 | | |
| Silver Cross Renal Center - New Lenox | 1890 SILVER CROSS BOULEVARD | | NEW LENOX | WILL | IL | 60451 | 14-2741 | | |
| Silver Cross Renal Center - West | 1051 ESSINGTON ROAD | | JOLIET | WILL | IL | 60435 | 14-2742 | | |
| South Holland Renal Center | 16136 SOUTH PARK AVENUE | | SOUTH HOLLAND | COOK | IL | 60473-1511 | 14-2544 | | |
| Springfield Central Dialysis | 932 N RUTLEDGE ST | | SPRINGFIELD | SANGAMON | IL | 62702-3721 | 14-2586 | | |
| Springfield Montvale Dialysis | 2930 MONTVALE DR | STE A | SPRINGFIELD | SANGAMON | IL | 62704-5376 | 14-2590 | | |
| Springfield South | 2930 SOUTH 6th STREET | | SPRINGFIELD | SANGAMON | IL | 62703 | 14-2733 | | |
| Stoncrest 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 | | |
| Tazewell County Dialysis | 1021 COURT STREET | | PEKIN | TAZEWELL | IL | 61554 | 14-2767 | | |
| Timber Creek Dialysis | 1001 S ANNIE GLIDDEN ROAD | | DEKALB | DEKALB | IL | 60115 | 14-2763 | | |
| Tinley Park Dialysis | 16767 SOUTH 80TH AVENUE | | TINLEY PARK | COOK | IL | 60477 | 14-2810 | | |
| 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 | | |
| Vermilion County Dialysis | 22 WEST NEWELL ROAD | | DANVILLE | VERMILION | IL | 61834 | 14-2812 | | |
| Washington Heights Dialysis | 10620 SOUTH HALSTED STREET | | CHICAGO | COOK | IL | 60628 | | | |
| Waukegan Renal Center | 1616 NORTH GRAND AVENUE | STE C | Waukegan | COOK | IL | 60085-3676 | 14-2577 | | |
| Wayne County Dialysis | 303 NW 11TH ST | STE 1 | FAIRFIELD | WAYNE | IL | 62837-1203 | 14-2688 | | |
| West Lawn Dialysis | 7000 S PULASKI RD | | CHICAGO | COOK | IL | 60629-5842 | 14-2719 | | |
| West Side Dialysis | 1600 W 13TH STREET | | CHICAGO | COOK | IL | 60608 | 14-2783 | | |
| Whiteside Dialysis | 2600 N LOCUST | STE D | STERLING | WHITESIDE | IL | 61081-4602 | 14-2648 | | |

| DaVita Inc. | | | | | | | |
|---------------------|-----------------|-----------|---------|--------|-------|-------|-------------------------------|
| Illinois Facilities | | | | | | | |
| Regulatory Name | Address 1 | Address 2 | City | County | State | Zip | Medicare Certification Number |
| Woodlawn Dialysis | 5060 S STATE ST | | CHICAGO | COOK | IL | 60609 | 14-2310 |



Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:

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 as defined in 77 Ill. Admin. Code § 1130.140 has been taken against any in-center dialysis clinic owned or operated by DaVita Inc. or Freeportbay Dialysis, LLC in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(J), 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,

A handwritten signature in black ink, appearing to read "Michael D. Staffieri".

Print Name: Michael D. Staffieri
Its: Chief Operating Officer, DaVita Inc.
President, Total Renal Care, Inc., Managing Member
of Freeportbay Dialysis, LLC

Subscribed and sworn to me
This 14 day of October, 2019

A handwritten signature in blue ink, appearing to read "Kathy Connor".
Notary Public

Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.110(b) – Background, Purpose of the Project, and Alternatives

Purpose of the Project

1. The purpose of this project is to consolidate dialysis services in Freeport to provide high quality dialysis services to the residents of Freeport and the surrounding area in a more cost effective manner. The Applicants currently operate two clinics in Freeport, Illinois: Freeport Dialysis and Driftwood Dialysis. Collectively, these clinics have 20 stations and operate below 50% utilization. In December 2011, the State Board approved the establishment of Driftwood Dialysis to alleviate overutilization at Freeport Dialysis, which was operating at 110% utilization at the time. Due to physical constraints at Freeport Dialysis, establishment of a second dialysis facility was the only option to meet the need for dialysis patients in Freeport and surrounding communities. Since the Driftwood Dialysis clinic became Medicare certified in January 2013, neither Freeport Dialysis nor Driftwood Dialysis has maintained 80% utilization. To serve the residents of Freeport and the surrounding area in a more cost effective manner, DaVita proposes the discontinuation of Freeport Dialysis and a one station expansion of Driftwood Dialysis. Consolidating the two clinics will allow DaVita to continue to provide high quality dialysis to residents of Freeport in a more cost effective manner.

Based upon utilization trends as well as the need for station availability during the first two shifts, the Applicants determined 12 stations are required to adequately serve the Freeport community. The Applicants propose to expand the Driftwood Dialysis clinic by one station for a total of twelve stations to address the need for dialysis in the Freeport community.

As of September 2019, Freeport Dialysis and Driftwood Dialysis collectively treated 47 patients. As discussed above, DaVita proposes the consolidation of the two clinics at Driftwood Dialysis. Freeport Dialysis' 8 remaining patients will transfer to Driftwood Dialysis. This will result in Driftwood Dialysis operating just below the State standard. To ensure patients maintain access to life sustaining dialysis, DaVita proposes the addition a twelfth station to Driftwood Dialysis.

Further, Dr. John Maynard of Rockford Nephrology Associates is currently treating 107 stage 4 and stage 5 pre-ESRD patients from the Freeport area. 24 stage 4 and 5 pre-ESRD patients from the Freeport area have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that at least 15 of these patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional station, this represents an 86% utilization rate, which exceeds the State's 80% standard.

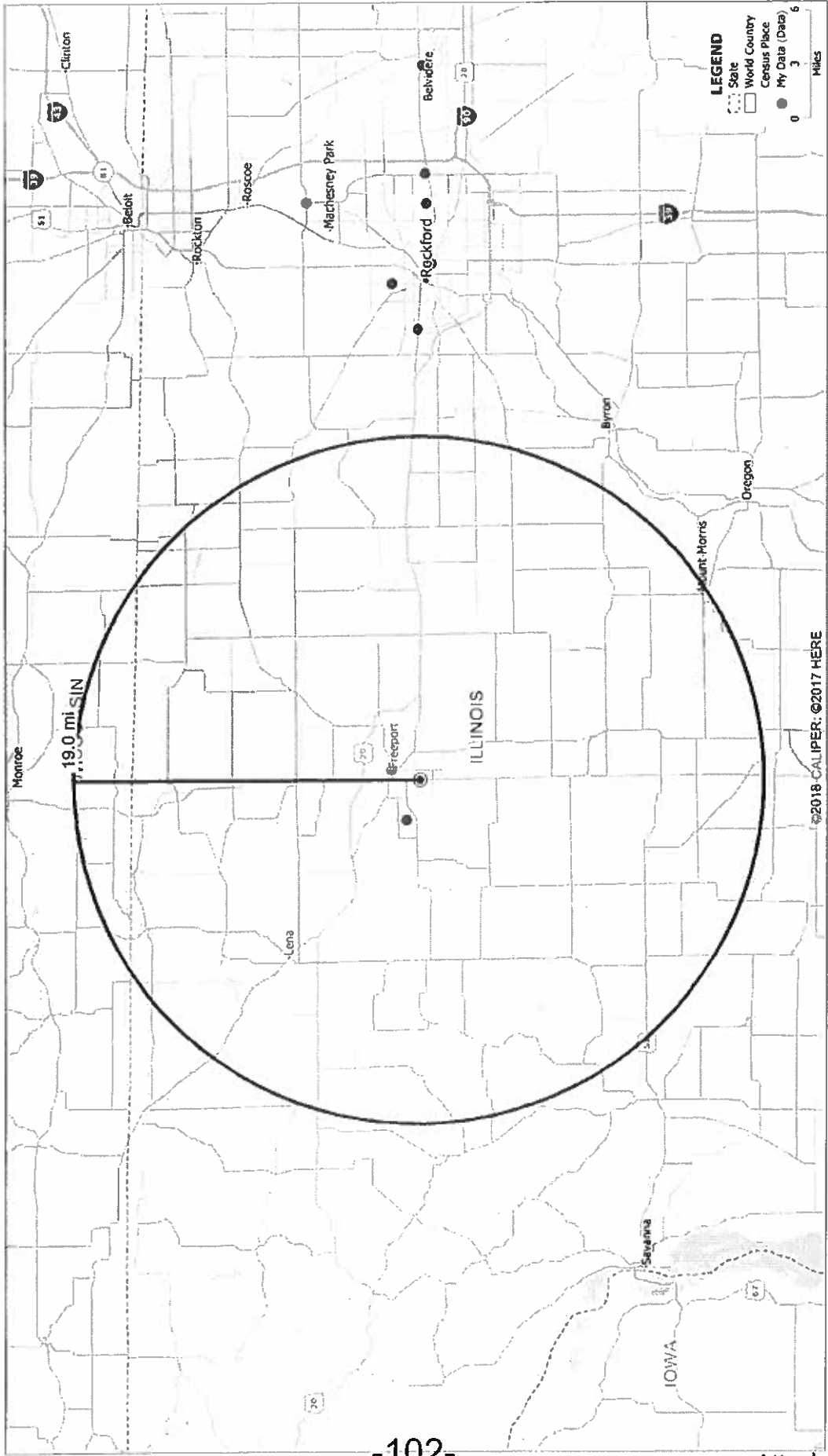
It is essential the Applicants obtain approval to expand Driftwood Dialysis to maintain access to dialysis patients in Freeport and the surrounding communities in a more cost effective way.

2. A map of the market area for Driftwood Dialysis is attached at Attachment – 12. The market area encompasses a 19 mile radius around Driftwood Dialysis. The boundaries of the market area are as follows:
 - North 16 miles to Wisconsin state line.
 - Northeast 19 miles to Davis, IL.
 - East 19 miles to Winnebago, IL.
 - Southeast 19 miles to Leaf River, IL.
 - South 17 miles to Polo, IL.
 - Southwest 19 miles to Lanark, IL.
 - West 19 miles to Pearl City, IL.

- Northwest 19 miles to Lena, IL.
3. The Applicants currently operate two clinics in Freeport, Illinois: Freeport Dialysis and Driftwood Dialysis. Collectively, these clinics have 20 stations and operate below 50% utilization. In December 2011, the State Board approved the establishment of Driftwood Dialysis to alleviate overutilization at Freeport Dialysis, which was operating at 110% utilization at the time. Due to physical constraints at Freeport Dialysis, establishment of a second dialysis facility was the only option to meet the need for dialysis patients in Freeport and surrounding communities. Since the Driftwood Dialysis clinic became Medicare certified in January 2013, neither Freeport Dialysis nor Driftwood Dialysis has maintained 80% utilization. To serve the residents of Freeport and the surrounding area in a more cost effective manner, DaVita proposes the discontinuation of Freeport Dialysis and a one station expansion of Driftwood Dialysis. Consolidating the two clinics will allow DaVita to continue to provide high quality dialysis to residents of Freeport in a more cost effective manner.
 4. Source Information

Illinois Health Facilities and Services Review Board, HFSRB Quarterly ESRD Utilization (06-30-2019).
 5. The consolidation of Freeport Dialysis and Driftwood Dialysis will result in the elimination of one underperforming clinic and will allow Driftwood Dialysis to operate at the State Board's target utilization standard.
 6. The Applicants anticipate the expanded Driftwood Dialysis 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 a 7% reduction in hospitalizations among DaVita patients.

Driftwood Dialysis Geographic Service Area



Section III, Background, Purpose of the Project, and Alternatives
Criterion 1110.110(d) – Background, Purpose of the Project, and Alternatives

Alternatives

The Applicants considered two options prior to determining to expand Driftwood Dialysis by one station. The options considered are as follows:

1. Do Nothing/Maintain Status Quo
2. Discontinue Freeport Dialysis and Expand Driftwood Dialysis

After exploring these options, which are discussed in more detail below, the Applicants decided to discontinue Freeport Dialysis expand Driftwood Dialysis. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing/Maintain the Status Quo

The Applicants considered the option not to do anything. The Applicants currently operate two clinics in Freeport, Illinois: Freeport Dialysis and Driftwood Dialysis. Collectively, these clinics have 20 stations and operate below 50% utilization. In December 2011, the State Board approved the establishment of Driftwood Dialysis to alleviate overutilization at Freeport Dialysis, which was operating at 110% utilization at the time. Due to physical constraints at Freeport Dialysis, establishment of a second dialysis facility was the only option to meet the need for dialysis patients in Freeport and surrounding communities. Since the Driftwood Dialysis clinic became Medicare certified in January 2013, neither Freeport Dialysis nor Driftwood Dialysis has maintained 80% utilization. To serve the residents of Freeport and the surrounding area in a more cost effective manner, DaVita proposes the discontinuation of Freeport Dialysis and a one station expansion of Driftwood Dialysis. Consolidating the two clinics will allow DaVita to continue to provide high quality dialysis to residents of Freeport in a more cost effective manner.

Based upon utilization trends as well as the need for station availability during the first two shifts, the Applicants determined 12 stations are required to adequately serve the Freeport community. The Applicants propose to expand the Driftwood Dialysis clinic by one station for a total of twelve stations to address the need for dialysis in the Freeport community.

There is no capital cost with this alternative.

Discontinue Free Port Dialysis and Expand Driftwood Dialysis

The Applicants currently operate two clinics in Freeport, Illinois: Freeport Dialysis and Driftwood Dialysis. Collectively, these clinics have 20 stations and operate below 50% utilization. In December 2011, the State Board approved the establishment of Driftwood Dialysis to alleviate overutilization at Freeport Dialysis, which was operating at 110% utilization at the time. Due to physical constraints at Freeport Dialysis, establishment of a second dialysis facility was the only option to meet the need for dialysis patients in Freeport and surrounding communities. Since the Driftwood Dialysis clinic became Medicare certified in January 2013, neither Freeport Dialysis nor Driftwood Dialysis has maintained 80% utilization. To serve the residents of Freeport and the surrounding area in a more cost effective manner, DaVita proposes the discontinuation of Freeport Dialysis and a one station expansion of Driftwood Dialysis. Consolidating the two clinics will allow DaVita to continue to provide high quality dialysis to residents of Freeport in a more cost effective manner.

The cost associated with this option is \$630,926.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to add 1 station to its existing dialysis clinic for a total of 12 stations. Pursuant to Section 1110, Appendix B of the State Board's rules, the State standard is 360-520 gross square feet per dialysis station for a total of 4,320 – 6,240 gross square feet for 12 dialysis stations. The total gross square footage of the clinical space of Driftwood Dialysis is 5,000 gross square feet (or 416.67 GSF per station). Accordingly, the proposed expansion is below State standard per station.

| SIZE OF PROJECT | | | | |
|--------------------|-----------------------|-------------------|------------|-------------------------|
| DEPARTMENT/SERVICE | PROPOSED BGSF/DGSF | STATE STANDARD | DIFFERENCE | MET STANDARD? |
| ESRD | 5,000 | 4,320 – 6,240 | N/A | Meets State Standard |

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, annual utilization at the expanded Driftwood Dialysis shall exceed State Board's utilization standard of 80%. Pursuant to Section 1100.630(c) of the State Board'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. All the patients from Freeport Dialysis are expected to transfer to Driftwood Dialysis. Further, Dr. Maynard is currently treating 107 Stage 4 and Stage 5 pre-ESRD patients from the Freeport area. 24 Stage 4 and Stage 5 pre-ESRD patients have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that at least 15 of these patients will require dialysis within 12 to 24 months of project completion.

| Table 1110.234(b) | | | | | |
|--------------------------|-----------------------|--|------------------------------|-----------------------|----------------------|
| Utilization | | | | | |
| | Dept./ Service | Historical Utilization (Treatments) | Projected Utilization | State Standard | Met Standard? |
| 2017 ⁸ | ESRD | 5,223 | N/A | 7,488 | No |
| 2018 ⁸ | ESRD | | N/A | 7,488 | No |
| Year 2 | ESRD | N/A | 9,672 | 8,986 | Yes |

⁸ On June 4, 2019 the Centers for Medicare and Medicaid Services certified an eleventh station at Driftwood Dialysis.

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 services. Accordingly, this criterion is not applicable.

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 services. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.230(b)(2), Planning Area Need

1. Service to Planning Area Residents

Driftwood Dialysis is located within a primary care health professional shortage area as designated by Health Resources & Services Administration. The purpose of the project is to ensure that the ESRD patient population of Freeport and the surrounding communities have access to life sustaining dialysis. As shown in Table 110.1430(c)(2) below, Rockford Nephrology Associates referred 14 patients to Driftwood Dialysis during the most recent calendar year. All fourteen patients reside within the Driftwood Dialysis geographic service area. Accordingly this project will serve the residents of the GSA.

| Table 110.230(b)(2) | | |
|---|-------------|-----------------|
| New Patients by Zip Code to Driftwood Dialysis | | |
| Zip Code | City | Patients |
| 61032 | Freeport | 11 |
| 61046 | Lanark | 1 |
| 61088 | Winnebago | 1 |
| 61047 | Leaf River | 1 |
| Total | | 14 |

Section VII, Service Specific Review Criteria**In-Center Hemodialysis****Criterion 1110.230(b)(4), Expansion of In-Center Hemodialysis**

The Applicants currently operate two clinics in Freeport, Illinois: Freeport Dialysis and Driftwood Dialysis. Collectively, these clinics have 20 stations and operate below 50% utilization. In December 2011, the State Board approved the establishment of Driftwood Dialysis to alleviate overutilization at Freeport Dialysis, which was operating at 110% utilization at the time. Due to physical constraints at Freeport Dialysis, establishment of a second dialysis facility was the only option to meet the need for dialysis patients in Freeport and surrounding communities. Since the Driftwood Dialysis clinic became Medicare certified in January 2013, neither Freeport Dialysis nor Driftwood Dialysis has maintained 80% utilization. To serve the residents of Freeport and the surrounding area in a more cost effective manner, DaVita proposes the discontinuation of Freeport Dialysis and a one station expansion of Driftwood Dialysis. Consolidating the two clinics will allow DaVita to continue to provide high quality dialysis to residents of Freeport in a more cost effective manner.

Based upon utilization trends as well as the need for station availability during the first two shifts, the Applicants determined 12 stations are required to adequately serve the Freeport community. The Applicants propose to expand the Driftwood Dialysis clinic by one station for a total of twelve stations to address the need for dialysis in the Freeport community. As of September 30, 2019, the two Freeport clinics had a collective census of 47 patients. Rockford Nephrology Associates is currently treating 104 Stage 4 and Stage 5 pre-ESRD patients from the Freeport area, and 24 patients have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that at least 15 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional station, this represents a 86% utilization rate.

A summary of pre-ESRD patients projected to be referred to the proposed dialysis facility within the first two years after project completion is provided in Table 1110.230(b)(4) below.

| Table 1110.230(b)(4) Projected Pre-ESRD Patient Referrals by Zip Code | |
|--|---------------------------|
| Zip Code | Total Patients |
| 61014 | 1 |
| 61018 | 1 |
| 61019 | 1 |
| 61024 | 2 |
| 61032 | 3 |
| 61051 | 1 |
| 61053 | 1 |
| 61054 | 2 |
| 61061 | 6 |
| 61088 | 6 |
| Total | 24 |

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.230(e), Staffing

1. Driftwood Dialysis is staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director: John Maynard, M.D. serves as the Medical Director for Driftwood Dialysis. A copy of Dr. Maynard's curriculum vitae is attached at Attachment – 23A.
 - b. As discussed throughout this application, the Applicants seek authority to expand their existing dialysis clinic by 1 station, resulting in a 12-station dialysis facility. Driftwood Dialysis is Medicare certified and fully staffed with a medical director, administrator, registered nurses, patient care technicians, social worker, and registered dietitian.
2. All staff training is under the direction of Driftwood Dialysis' Governing Body, utilizing DaVita's comprehensive training program. DaVita's training program meets all State and Medicare requirements. The training program includes introduction to the dialysis machine, components of the hemodialysis system, infection control, anticoagulation, patient assessment/data collection, vascular access, kidney failure, documentation, complications of dialysis, laboratory draws, and miscellaneous testing devices used. In addition, it includes in-depth theory on the structure and function of the kidneys; including, homeostasis, renal failure, ARF/CRF, uremia, osteodystrophy and anemia, principles of dialysis; components of hemodialysis system; water treatment; dialyzer reprocessing; hemodialysis treatment; fluid management; nutrition; laboratory; adequacy; pharmacology; patient education, and service excellence. A summary of the training program is attached at Attachment – 23B.
3. As set forth in the letter from Michael D. Staffieri, Chief Operating Officer of DaVita Inc., attached at Attachment – 23C, Driftwood Dialysis will maintain an open medical staff.

CURRICULUM VITAE

| | |
|----------------------------|--|
| Name | John Clifton Maynard, M.D. Clinical Associate Professor of Medicine, University of Illinois College of Medicine |
| Email | jcm.rna@me.com jmaynard@rockfordnephrology.org john.maynard@davita.com |
| Present Employer | Rockford Nephrology Associates 612 Roxbury Road Rockford, Illinois 61107 815-227-8300 |
| Board Certification | National Board of Medical Examiners, 1978 Internal Medicine American Board of Internal Medicine, 1981 Nephrology American Board of Internal Medicine, 1983 |
| Education | |
| Premedical | University of Illinois, Champaign-Urbana, IL B.S., Honors Biology, 1974 |
| Medical School | University of Illinois College of Medicine, Chicago M.D., 1978 |
| Preceptorship Residency | Primary Care Medicine, 1975 Pontiac, Illinois Henry Ford Hospital, Detroit, MI Internal Medicine, 1978-1981 |
| Fellowship | Henry Ford Hospital, Detroit, MI Nephrology, 1981-1983 |
| Advanced training | Interventional Nephrology, September 25 – October 31, 2006 RMS Lifelines Interventional Nephrology training program Peritoneal Dialysis Catheter Insertion: 4 days training with Dr Stephen Ash August 2011 |
| Leadership | Member of Rockford Nephrology Associates Managing Board: 10/10/2016 to present Medical Director, DaVita Freeport Dialysis Unit 2003 to present Medical Director, Driftwood In-Center, Driftwood PD, Driftwood HHD 7/2017 - Present Medical Director, Rockford Nephrology Dialysis Access Services September 2006 - Present Chair, Department of Medicine, Swedish American Hospital Rockford, IL. 5/2011 - Present Group Medical Director, Team Fusion, DaVita Kidney Care 2/2012 - Present |

President and Managing Partner, Rockford Nephrology
Associates: July 1995 to October 2016
Medical Director, Rockford Health System Regional
Dialysis Program (6 units including Incenter, PD
and HHD): July 1995 – May 2003

Present Committees

Medical Executive Committee, Swedish American Hospital
Adult Quality Subcommittee, Dept of Medicine, Swedish American
Hospital
Medical Ethics Committee, Rockford Memorial Hospital

Past Committee Chair

UIC Research Committee, Rockford (2 year term)
Ethics Committee, Rockford Memorial Hospital (1991-2001)
Dialysis CQI Committee
RMH Task Force on Physician-assisted Suicide
Information Systems Functional Planning Group: Long Range
Planning Process – Rockford Health System
RMH Ambulatory Ethics Subcommittee
Information Management Services Advisory Council, Rockford
Health System
Quality Subcommittee, Dept of Medicine, Swedish American Hosp
2 year term
Co-chair, Information Management Services Advisory Council,
Rockford Health System

Past Committees

RMH Intensive Care Committee
Computer-based Medical Records Task Force, Rockford Clinic
Urea Kinetic Modeling Committee, Dialysis
Medical Patient Care Committee
Chaplains' Advisory Committee, RMH
U of IL College Committee on Research, Chicago
Information Systems/Medical Practice Project Team
RHS Networking Task Force (RHS Board Committee)
Adult Medicine Quality Care Team
Bed Vacancy Task Force
Dialysis CareMap™ Committee
Nephrology Data System Committee
RMH Medical/Surgical Ethics Subcommittee
RMH Ambulatory Care Ethics Subcommittee
Regional Ethics Task Force
Executive Committee, Dept of Medicine, U of I Medical School
Long Range Planning and Development Advisory Committee
(RHS Board Committee)

Credentials Committee, SwedishAmerican Hospital 2006-2010
 Vice Chair, Department of Medicine at SwedishAmerican Hospital
 2006-2010

Awards

DaVita Starcatchers Division: Doctor PEPper award 1/26/2009

- Exemplified DaVita's core values
- Obtained strong clinical results
- Participated in Wall of Fame
- Participated in political action and
- Participated in events in the dialysis unit

Publications

Maynard, John C., et.al, Abnormal Guard Cell Development in an Olive Mutant of Maize.
 American Journal of Botany 61: 580, 1974.
 Maynard, John C., et.al, Blood Pressure Response to Changes in Serum Ionized Calcium During Hemodialysis. Annals of Internal Medicine
 1986;104:358-361

Abstracts

Interdisciplinary Case Presentation Conferences, JC
 Maynard, RF Novak, JA Bettice and RG
 Christiansen. Presented at Central Region
 Research in Medical Education, 4/31/94

Research Experience

Localization of estrogen receptors in rats using synthetic anti-estrogens, 1973
 Clinical trial using Minoxidil in patients with severe hypertension, 1981-1982
 Co-investigator, Marion Lab, Long-term study of Diltiazem in hypertension, 1983-1985
 The Psychosocial Adjustment to End-stage Renal Disease Among Patients Undergoing Chronic Dialysis, 1988
 Nutritional Status Among Patients Undergoing Chronic Dialysis, 1989
 The Clinical Course During the First 2 Years of Chronic Maintenance Dialysis, 1990-1992
 Well-being Among Chronic Dialysis Patients, 1994

Teaching Activities

University of Illinois at Chicago College of Medicine at Rockford,
 Clinical Associate Professor of Medicine
 Nephrology M4 Clerkship instructor: 1983 to present
 Introduction to Clinical Medicine, Nephrology
 Clinical Medical Skills (Physical Diagnosis)
 Coordinator, M2 Interdisciplinary Case Conferences (1990-2000)

Community Service

President, 2nd City Barbershop Chorus
 Riverbluff Nursing Home Advisory Board
 Spring Creek Church Pastoral Search Committee
 Chairman Music Committee, Spring Creek Church
 Bach Chamber Choir (20 years)
 Volunteer, Paint-a-thon
 Volunteer, Emmanuel Episcopal Soup Kitchen
 Music Committee 2nd Congregational Church, Rockford, IL
 Deacon's Ministry Team 2nd Congregational Church, Rockford, IL
 Rockford Register Star HealthyRockford.com Advisory
 Committee

Conferences

Comprehensive Nephrology Review Course, U of CA, LA, 9/10-9/15/84
 Therapeutic Implications of ACE Inhibition, U of CA, 2/28-3/1/86
 Renal Biopsy in Medical Diseases of the Kidneys, Columbia U, NY, 10/8-10/11/86
 Perspectives on Peritoneal Dialysis, Laguna Niquel, CA, 1987
 Nutrient Modulation of Progressive Renal Injury, National Institute of Diabetes and Digestive and Kidney Disease, Airlie, Virginia, 4/2-4/4/89
 Morbidity, Mortality and Prescription Dialysis, Dallas Texas 1989
 Advanced Nephrology for the Consultant, U of CA, 1/26-1/28/89
 Supercomputing Workshop for Physicians, U of IL, Urbana, 1990
 Dialysis in the 1990's, Harvard Medical School, Boston, 1991
 NKF Annual Scientific Meeting, U of Texas, Dallas, 1992
 Peritoneal Dialysis, U of Missouri, 3/9/93
 Clinical Computing in Patient Care, Evolving Computer-based Patient Records, Harvard Medical School, 9/29-9/30/94
 Perspectives on Medical Futility, Lutheran General, 11/3-11/4/94
 Ethics in Health-care Institutions, Northwestern U, 8/9-8/11/95
 Consultative Nephrology, NKF, Boston, 4/25-4/28/96
 Advanced Nephrology for the Consultant, La Jolla CA, 1998
 National Kidney Foundation, Atlanta Georgia, 2/4 – 2/7/2000
 Dialysis Adequacy: Network 10, 11 O'hare Hyatt 11/14/2000
 DaVita Annual Medical Director Meeting, Las Vegas 2007
 Bard Flair™ endovascular stent training seminar – 4/2009
 Home Dialysis University, San Francisco, December 2011

Computer Programming

Dialysis Data System, 1989-1996: the first generation dialysis information system

Clinical Tutorial Center, 1990: recorded the clinical experience of medical students and linked this to teaching “modules”
MacCharge, 1992-2003: used by the Nephrologists for computerized hospital charges record keeping and printing
Nephrology Data System™, 1994-2003: the second generation dialysis and nephrology relational information system, including demographics, treatment tracking, problem lists, procedure lists, medication lists, electronic input of lab data, urea kinetic modeling (adequacy of dialysis)
Patient Care Manager: Nephrology office electronic medical record: 2003-2009

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-01

**TITLE: BASIC TRAINING IN-CENTER HEMODIALYSIS PROGRAM
 OVERVIEW**

Mission

DaVita's Basic Training Program for In-center Hemodialysis provides the instructional preparation and the tools to enable teammates to deliver quality patient care. Our core values of *service excellence, integrity, team, continuous improvement, accountability, fulfillment and fun* provide the framework for the Program. Compliance with State and Federal Regulations and the inclusion of DaVita's Policies and Procedures (P&P) were instrumental in the development of the program.

Explanation of Content

Two education programs for the new nurse or patient care technician (PCT) are detailed in this section. These include the training of new DaVita teammates **without** previous dialysis experience and the training of the new teammates **with** previous dialysis experience. A program description including specific objectives and content requirements is included.

This section is designed to provide a *quick reference* to program content and to provide access to key documents and forms.

The **Table of Contents** is as follows:

- I. Program Overview (TR1-01-01)
- II. Program Description (TR1-01-02)
 - Basic Training Class ICHD Outline (TR1-01-02A)
 - Basic Training Nursing Fundamentals ICHD Class Outline (TR1-01-02B)
 - DVU2069 Enrollment Request (TR1-01-02C)
- III. Education Enrollment Information (TR1-01-03)
- IV. Education Standards (TR1-01-04)
- V. Verification of Competency
 - New teammate without prior experience (TR1-01-05)
 - New teammate with prior experience (TR1-01-06)
 - Medical Director Approval Form (TR1-01-07)
- VI. Evaluation of Education Program
 - Basic Training Classroom Evaluation (Online)
 - Basic Training Nursing Fundamentals ICHD Classroom Evaluation (Online)
- VII. Additional Educational Forms
 - New Teammate Weekly Progress Report for the PCT (TR1-01-09)
 - New Teammate Weekly Progress Report for Nurses (TR1-01-10)
 - Training hours tracking form (TR1-01-11)
- VIII. Initial and Annual Training Requirements for Water and Dialysate Concentrate (TR1-01-12)

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

**TITLE: BASIC TRAINING FOR IN-CENTER HEMODIALYSIS
 PROGRAM DESCRIPTION**

Introduction to Program

The Basic Training Program for In-center Hemodialysis is grounded in DaVita's Core Values. These core values include a commitment to providing *service excellence*, promoting *integrity*, practicing a *team* approach, systematically striving for *continuous improvement*, practicing *accountability*, and experiencing *fulfillment* and *fun*.

The Basic Training Program for In-center Hemodialysis is designed to provide the new teammate with the theoretical background and clinical skills necessary to function as a competent hemodialysis patient care provider.

DaVita hires both non-experienced and experienced teammates. Newly hired teammates must meet all applicable State requirements for education, training, credentialing, competency, standards of practice, certification, and licensure in the State in which he or she is employed. For individuals with experience in the armed forces of the United States, or in the national guard or in a reserve component, DaVita will review the individual's military education and skills training, determine whether any of the military education or skills training is substantially equivalent to the Basic Training curriculum and award credit to the individual for any substantially equivalent military education or skills training.

A **non-experienced teammate** is defined as:

- A newly hired patient care teammate without prior in-center hemodialysis experience.
- A rehired patient care teammate who left prior to completing the initial training.
- A newly hired or rehired patient care teammate with previous incenter hemodialysis experience who has not provided at least 3 months of hands on dialysis care to patients within the past 12 months.
- A DaVita patient care teammate with experience in a different treatment modality who transfers to in-center hemodialysis. Examples of different treatment modalities include acute dialysis, home hemodialysis, peritoneal dialysis, and pediatric dialysis.

An **experienced teammate** is defined as:

- A newly hired or rehired teammate who is either certified in hemodialysis under a State certification program or a national commercially available certification program, or can show proof of completing an in-center hemodialysis training program,
- And has provided at least 3 months of hands on in-center hemodialysis care to patients within the past 12 months.

Note:

Experienced teammates who are rehired outside of a 90 day window must complete the required training as outlined in this policy.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

The curriculum of the Basic Training Program for In-center Hemodialysis is modeled after Federal Law and State Boards of Nursing requirements, the American Nephrology Nurses Association Core Curriculum for Nephrology Nursing, and the Board of Nephrology Examiners Nursing and Technology guidelines. The program also incorporates the policies, procedures, and guidelines of DaVita HealthCare Partners Inc.

“Day in the Life” is DaVita’s learning portal with videos for RNs, LPN/LVNs and patient care technicians. The portal shows common tasks that are done throughout the workday and provides links to policies and procedures and other educational materials associated with these tasks thus increasing teammates’ knowledge of all aspects of dialysis. It is designed to be used in conjunction with the “Basic Training Workbook.”

Program Description

The education program for the newly hired patient care provider teammate **without prior dialysis experience** is composed of at least (1) 120 hours didactic instruction and a minimum of (2) 240 hours clinical practicum, unless otherwise specified by individual state regulations.

The **didactic phase** consists of instruction including but not limited to lectures, readings, self-study materials, on-line learning activities, specifically designed in-center hemodialysis workbooks for the teammate, demonstrations, and observations. This education may be coordinated by the Clinical Services Specialist (CSS), a nurse educator, the administrator, or the preceptor.

Within the clinic setting this training includes

- Principles of dialysis
- Water treatment and dialysate preparation
- Introduction to the dialysis delivery system and its components
- Care of patients with kidney failure, including assessment, data collection and interpersonal skills
- Dialysis procedures and documentation, including initiation, monitoring, and termination of dialysis
- Vascular access care including proper cannulation techniques
- Medication preparation and administration
- Laboratory specimen collection and processing
- Possible complications of dialysis
- Infection control and safety
- Dialyzer reprocessing, if applicable

The program also introduces the new teammate to DaVita Policies and Procedures (P&P), and the Core Curriculum for Dialysis Technicians.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

The **didactic phase** also includes classroom training with the CSS or nurse educator. Class builds upon the theory learned in the Workbooks and introduces the students to more advanced topics. These include:

- Acute Kidney Injury vs. Chronic Renal Failure
- Adequacy of Hemodialysis
- Complications of Hemodialysis
- Conflict Resolution
- Data Collection and Assessment
- Documentation & Flow Sheet Review
- Fluid Management
- Importance of P&P
- Infection Control
- Laboratory
- Manifestations of Chronic Renal Failure
- Motivational Interviewing
- Normal Kidney Function vs. Hemodialysis
- Patient Self-management
- Pharmacology
- Renal Nutrition
- Role of the Renal Social Worker
- Survey Savvy for Teammates
- The DaVita Quality Index
- The Hemodialysis Delivery System
- Vascular Access
- Water Treatment

Also included are workshops, role play, and instructional videos. Additional topics are included as per specific state regulations.

Theory class concludes with the *DaVita Basic Training Final Exam*. A comprehensive examination score of 80% (unless state requires a higher score) must be obtained to successfully complete this portion of the didactic phase.

The *DaVita Basic Training Final Exam* can be administered as a paper-based exam by the instructor in a classroom setting, or be completed online (DVU2069-EXAM) either in the classroom or in the facility. If the exam is completed in the facility, the new teammate's preceptor will proctor the online exam.

If a score of less than 80% is attained, the teammate will receive additional appropriate remediation and a second exam will be given. The second exam may be administered by the instructor in the classroom setting, or be completed online.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

Only the new teammate's manager will be able to enroll the new teammate in the online exam. The CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in DVU2069-EXAM. To protect the integrity of the online exam, the FA must enroll the teammate the same day he/she sits for the test and the exam must be proctored

Note:

- FA teammate enrollment in DVU2069-EXAM is limited to one time.

If the new teammate receives a score of less than 80% on the second attempt, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. If it is decided that the teammate should be allowed a third attempt to pass the exam, the teammate should receive appropriate remediation prior to enrollment in the online exam. The enrollment will be done by the Clinical Education and Training Team after submission of the completed form TR1-01-02C DVU2069-EXAM Enrollment Request. Enrollment will be communicated to the FA and the teammate should sit for the exam on the same day he/she is enrolled. The facility preceptor must proctor the exam.

Also included in the **didactic phase** is additional classroom training covering Health and Safety Training, systems/applications training, One For All orientation training, Compliance training, Diversity training, mandatory water classes, emergency procedures specific to facility, location of disaster supplies, and orientation to the facility.

The **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate a progression of skills required to perform the in-center hemodialysis procedures in a safe and effective manner. A *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training. The Basic Training Workbook for In-center Hemodialysis will also be utilized for this training and must be completed to the satisfaction of the preceptor and the registered nurse.

Those teammates who will be responsible for the Water Treatment System within the facility are required to complete the Mandatory Educational Water courses and the corresponding skills checklists.

Both the didactic phase and/or the clinical practicum phase will be successfully completed, along with completed and signed skills checklists, prior to the new teammate receiving an independent assignment. The new teammate is expected to attend all training sessions and complete all assignments and workbooks.

The education program for the newly hired patient care provider teammate **with previous dialysis experience** is individually tailored based on the identified learning needs. The initial orientation to the *Health Prevention and Safety Training* will be successfully completed prior to the new teammate working/receiving training in the clinical area. The new teammate will utilize the Basic

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

Training Workbook for In-center Hemodialysis and progress at his/her own pace under the guidance of the facility's preceptor. This workbook should be completed within a timely manner as to also demonstrate acceptable skill-level.

As with new teammates without previous experience, the **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate the skills required to perform the in-center hemodialysis procedures in a safe and effective manner and a *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training.

Ideally teammates with previous experience will also attend Basic Training Class, however, they may opt-out of class by successfully passing the *DaVita Basic Training Final Exam* with a score of 80% or higher. The new experienced teammate should complete all segments of the workbook including the recommended resources reading assignments to prepare for taking the *DaVita Basic Training Final Exam* as questions not only assess common knowledge related to the in-center hemodialysis treatment but also knowledge related to specific DaVita P&P, treatment outcome goals based on clinical initiatives and patient involvement in their care.

After the new teammate with experience has sufficiently prepared for the *DaVita Basic Training Final Exam*, the teammate's manager will enroll him/her in the online exam. To protect the integrity of the exam, the FA must enroll the teammate the same day he/she sits for the test and the exam must be proctored by the preceptor.

If the new teammate with experience receives a score of less than 80% on the *DaVita Basic Training Final Exam*, this teammate will be required to attend Basic Training Class. After conclusion of class, the teammate will then receive a second attempt to pass the Final Exam either as a paper-based exam or online as chosen by the Basic Training instructor and outlined in the section for inexperienced teammates of this policy.

If the new teammate receives a score of less than 80% on the second attempt, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. If it is decided that the teammate should be allowed a third attempt to pass the exam, the teammate should receive appropriate remediation prior to enrollment in the online exam. This enrollment will be done by the Clinical Education and Training Team after submission of the completed form TR1-01-02C DVU2069-EXAM Enrollment Request. Enrollment will be communicated to the FA and the teammate should sit for the exam on the same day he/she is enrolled. The facility preceptor must proctor the exam.

The **didactic phase** for nurses regardless of previous experience includes three days of additional classroom training and covers the following topics:

- Nephrology Nursing, Scope of Practice, Delegation and Supervision, Practicing according to P&P

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

- Nephrology Nurse Leadership
- Impact – Role of the Nurse
- Care Planning including developing a POC exercise
- Achieving Adequacy with focus on assessment, intervention, available tools
- Interpreting laboratory Values and the role of the nurse
- Hepatitis B – surveillance, lab interpretation, follow up, vaccination schedules
- TB Infection Control for Nurses
- Anemia Management – ESA Hyporesponse: a StarLearning Course
- Survey Readiness
- CKD-MBD – Relationship with the Renal Dietitian
- Pharmacology for Nurses – video
- Workshop
 - Culture of Safety, Conducting a Homeroom Meeting
 - Nurse Responsibilities, Time Management
 - Communication – Meetings, SBAR (Situation, Background, Assessment, Recommendation)
 - Surfing the VillageWeb – Important sites and departments, finding information

Independent Care Assignments

Prior to the new teammate receiving an independent patient-care assignment, the Procedural Skills Verification Checklist must be completed and signed and a passing score of the DaVita Basic Training Final Exam must be achieved.

Note:

Completion of the skills checklist is indicated by the new teammate in the LMS (RN: SKLINV1000, PCT: SKLINV2000) and then verified by the FA.

Following completion of the training, a *Verification of Competency* form will be completed (see forms TR1-01-05, TR1-01-06). In addition to the above, further training and/or certification will be incorporated as applicable by state law.

The goal of the program is for the trainee to successfully meet all training requirements. Failure to meet this goal is cause for dismissal from the training program and subsequent termination by the facility.

**Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.**

TR1-01-02

Process of Program Evaluation

The In-center Hemodialysis Education Program utilizes various evaluation tools to verify program effectiveness and completeness. Key evaluation tools include the DaVita Basic Training Class Evaluation (TR1-01-08A) and Basic Training Nursing Fundamentals Evaluation (TR1-0108B), the New Teammate Satisfaction Survey and random surveys of facility administrators to determine satisfaction of the training program. To assure continuous improvement within the education program, evaluation data is reviewed for trends, and program content is enhanced when applicable to meet specific needs.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.230(f), Support Services

Attached at Attachment – 23C is a letter from Michael D. Staffieri, Chief Operating Officer of DaVita Inc. and Freeportbay Dialysis, LLC, attesting that Driftwood Dialysis participates in a dialysis data system, will make support services available to patients, and will provide training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.



Richard Sewell
 Vice Chair
 Illinois Health Facilities and Services Review Board
 525 West Jefferson Street, 2nd Floor
 Springfield, Illinois 62761

Re: Certification of Support Services

Dear Vice Chair Sewell:

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 § 1110.230(e) that Driftwood Dialysis will maintain an open medical staff.

I also certify the following with regard to needed support services:

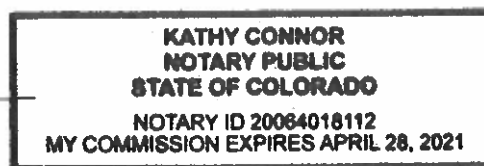
- DaVita utilizes an electronic dialysis data system;
- Driftwood Dialysis will have available all needed support services required by the Centers for Medicare and Medicaid Services, which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

Sincerely,

Print Name: Michael D. Staffieri
 Its: Chief Operating Officer, DaVita Inc.
 President, Total Renal Care, Inc., Managing Member
 of Freeportbay Dialysis, LLC

Subscribed and sworn to me
 This 19th day of October, 2019

Notary Public



2000 16th Street, Denver, CO 80202 | P (800) 244-0680 | F (310) 536-2675 | DaVita.com

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1230(i), Assurances

Attached at Attachment – 23D is a letter from Michael D. Staffieri, Chief Operating Officer of DaVita Inc. and Freeportbay Dialysis, LLC, certifying that Driftwood Dialysis will achieve target utilization by the second year after project completion.



Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: In-Center Hemodialysis Assurances

Dear Vice Chair Sewell:

Pursuant to 77 Ill. Admin. Code § 1110.230(j), I hereby certify the following:

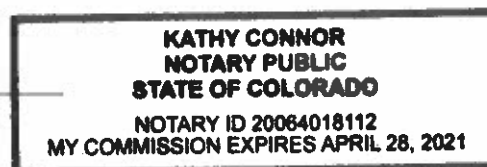
- By the second year after project completion, Driftwood Dialysis expects to achieve and maintain 80% target utilization; and
- Driftwood Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:
 - $\geq 85\%$ of hemodialysis patient population achieves urea reduction ratio (URR) $\geq 65\%$ and
 - $\geq 85\%$ of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Staffieri".

Print Name: Michael D. Staffieri
Its: Chief Operating Officer, DaVita Inc.
President, Total Renal Care, Inc., Managing Member
of Freeportbay Dialysis, LLC

Subscribed and sworn to me
This 4th day of October, 2019

A handwritten signature in blue ink, appearing to read "Kathy Connor".
Notary Public

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents. A copy of DaVita's 2018 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 1, 2019. A copy of the lease for the existing Driftwood Dialysis is attached at Attachment – 33.

LEASE AGREEMENT

BY AND BETWEEN

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC ("LESSOR")

AND

TOTAL RENAL CARE, INC. ("LESSEE")

Dated: APRIL 30, 2012

TABLE OF CONTENTS

| | Page |
|---|------|
| 1. TERM | 1 |
| 2. RENT | 2 |
| 3. RENT ADJUSTMENTS..... | 2 |
| 4. RENEWALS..... | 2 |
| 5. CONDITION OF PREMISES | 3 |
| 6. USE OF PREMISES..... | 3 |
| 7. ASSIGNMENT/SUBLETTING | 4 |
| 8. OPERATING EXPENSES AND UTILITIES..... | 4 |
| 9. ALTERATIONS/SIGNAGE..... | 7 |
| 10. ENVIRONMENTAL | 7 |
| 11. DAMAGE TO PREMISES BY FIRE OR CASUALTY..... | 9 |
| 12. EMINENT DOMAIN | 10 |
| 13. RIGHT OF ENTRY BY LESSOR..... | 11 |
| 14. INDEMNITY | 12 |
| 15. DEFAULT AND REMEDIES | 12 |
| 16. INSURANCE..... | 15 |
| 17. SUBROGATION | 15 |
| 18. REPAIRS AND MAINTENANCE | 16 |
| 19. BROKERS | 16 |
| 20. INTENTIONALLY DELETED | 16 |
| 21. TITLE AND PARKING | 16 |
| 22. COMPLIANCE WITH LAWS | 17 |
| 23. INTENTIONALLY DELETED | 17 |
| 24. LESSEE TO SUBORDINATE..... | 17 |
| 25. QUIET ENJOYMENT..... | 18 |
| 26. MEMORANDUM OF LEASE..... | 18 |
| 27. NOTICES..... | 18 |
| 28. ESTOPPEL CERTIFICATE..... | 18 |
| 29. HOLDING OVER..... | 19 |
| 30. BINDING EFFECT | 19 |

TABLE OF CONTENTS
(continued)

| | | Page |
|-----|--|------|
| 31. | COMPLETE AGREEMENT | 19 |
| 32. | SEVERABILITY | 19 |
| 33. | APPLICABLE LAW | 19 |
| 34. | FORCE MAJEURE | 19 |
| 35. | AMENDMENT | 20 |
| 36. | LESSEE IMPROVEMENTS | 20 |
| 37. | LESSOR'S WORK | 20 |
| 38. | LESSOR'S SALE OF THE BUILDING | 20 |
| 39. | LESSEE'S SATELLITE AND CABLE RIGHTS | 21 |
| 40. | REGULATORY COMPLIANCE | 21 |
| 41. | COOPERATION WITH LESSEE'S COST REPORTING RESPONSIBILITIES | 24 |
| 42. | PROTECTED HEALTH INFORMATION | 24 |
| 43. | LESSOR'S CONSENT | 24 |
| 44. | APPROVAL BY DAVITA INC. AS TO FORM | 24 |
| 45. | COUNTERPARTS | 24 |
| 46. | EARLY TERMINATION OPTION | 24 |
| 47. | PRESS RELEASES AND PUBLIC STATEMENTS | 25 |
| 48. | GUARANTY | 25 |

EXHIBIT A – LEGAL DESCRIPTION/BUILDING SITE PLAN

EXHIBIT B – PREMISES FLOOR PLAN

EXHIBIT C – FORM OF COMMENCEMENT DATE MEMORANDUM

EXHIBIT D – FORM W-9

EXHIBIT E – FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F – LESSOR'S WORK

EXHIBIT G – GUARANTY

SUMMARY OF LEASE INFORMATION

| | |
|-------------------------------|---|
| Possession Date: | See Section 1 |
| Commencement Date: | See Section 1 |
| Termination Date: | See Section 1 |
| Lessor: | Frontier Real Estate Investment Company, LLC, an Illinois Limited Liability Company |
| Address of Lessor: | 920 S. Milwaukee Ave. Libertyville, IL 60048 |
| Lessee: | Total Renal Care, Inc., a California corporation |
| Address of Lessee: | c/o DaVita Inc. 1551 Wewatta Street Denver, CO 80202 Attn: General Counsel |
| Premises Address: | 1808 S. West Avenue, Freeport, IL |
| Premises Rentable Area: | approximately 5,000 square feet |
| Building Rentable Area: | approximately 6,515 square feet |
| Monthly Base Rent: | \$6,458.33 |
| Lessee's Proportionate Share: | 77% |

The foregoing Summary of Lease Information is incorporated into and made a part of the Lease. If any conflict exists between the Summary of Lease information and the Lease, then the Lease shall control.

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 30 day of April, 2012, by and between FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC (hereinafter called "Lessor"), and TOTAL RENAL CARE, INC. (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor desires to demise, lease and rent unto Lessee, and Lessee desires to rent and lease from Lessor space located at 1808 S. West Avenue, Freeport, Illinois, as more particularly described on Exhibit A (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Building contains approximately Six Thousand Five Hundred Fifteen (6,515) rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of approximately Five Thousand (5,000) rentable square feet (the "Premises Rentable Area") as more fully depicted on the floor plan attached hereto as Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

1. Term. This Lease shall be effective upon full execution and delivery (the "Effective Date"). Lessor shall deliver possession of the Premises to Lessee upon the later of (i) substantial completion of the Lessor's Work (as defined in Section 37) or (ii) the Effective Date (such actual date of delivery being referred to herein as the "Possession Date"). In the event the Possession Date does not occur within ninety (90) days following the Effective Date, Lessee may elect to terminate this Lease by written notice to Lessor.

The term of the Lease shall be for One Hundred Thirty-Two (132) months ("Term") and shall commence upon the earlier of the occurrence of the following two events (the "Commencement Date"): (a) the last day of the seventh (7th) month following the Possession Date; or (b) that date that Lessee obtains all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the certificate of occupancy from the City of Freeport, Illinois. The expiration date of the Term of the Lease shall be One Hundred Thirty-Two (132) months following the Commencement Date (as the same may be extended the "Termination Date"), unless renewed as hereinafter provided. Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Lessor shall execute and forward a memorandum in the form attached hereto as Exhibit C to Lessee for Lessee's approval and execution.

2. Rent. Beginning on the Commencement Date, Lessee agrees to pay an initial annual base rent ("Rent") of Seventy Seven Thousand Five Hundred and No/100 Dollars (\$77,500.00), based on a Fifteen and 50/100 Dollar (\$15.50) per rentable square foot amount.

Accordingly, beginning on the Commencement Date, Lessee shall pay Rent in the amount of Six Thousand Four Hundred Fifty-Eight and 33/100 Dollars (\$6,458.33) per month in advance on the first day of each calendar month during the Term, such monthly installment to be prorated for any partial calendar month in which the Commencement Date or Termination Date shall occur. The Rent shall be adjusted in accordance with the provisions of Section 3. All amounts (unless otherwise provided herein) other than the Rent and the adjustments thereto described in Section 3 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent. Prior to the Commencement Date, Lessor shall complete and deliver to Lessee a Form W-9 - Request for Taxpayer Identification and Certification in the form attached hereto as Exhibit D.

Actual square footage for the Premises will be determined with all measurements computed in accordance with BOMA method of floor measurement. Lessee may elect to have the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.

Except as otherwise provided in this Lease, it is the intention of the parties that Lessor shall receive the rents, additional rents, and all sums payable by Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by Lessor. Lessee shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term of this Lease.

3. Rent Adjustments. Beginning on the 1st anniversary of the Commencement Date and continuing on every subsequent anniversary of the Commencement Date, the Rent shall be increased by two percent (2%) annually over the Rent for the prior Lease Year.

4. Renewals. Lessee shall have the right and option to renew this Lease for three (3) additional periods of five (5) years each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Lessor in writing not more than twenty-four (24) months and not less than six (6) months before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of Lessee's intention to exercise its option to renew. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof, except for the Rent. The Rent for any such extended period shall increase in accordance with the rent adjustment in Section 3 above.

5. Condition of Premises. Except for the Lessor's Work (as defined in Section 37), Lessor shall deliver the Premises in its "AS IS, WHERE IS" condition. Notwithstanding the foregoing, Lessor, at Lessor's sole cost and expense, shall be responsible for the repair of any and

all latent and/or patent structural defects in the Premises and Building throughout the Term and any renewal periods.

6. Use of Premises. Lessee may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, apheresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related, and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Lessee (the "Permitted Use"), or for any other lawful purpose(s). Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have full-time access to the Premises, and may operate, up to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Provided Lessee is not in default beyond any applicable notice and cure period, Lessor shall not sell, rent or permit any other portion in the Building to be occupied or used by a business other than the business of an affiliated entity of Lessee that provides or offers any renal dialysis, renal dialysis home training, any apheresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer. Lessor shall not display or permit to be displayed upon any such property within said radius any advertisement for any such business other than Lessee's advertisement(s) for Lessee's business(es).

Lessor hereby acknowledges that in order to provide a continuum of care to Lessee's patients, Lessee may delay the effective date of Lessee's termination of this Lease under any provision of the Lease giving Lessee the right to terminate until such time as Lessee has established an alternative location for the treatment of Lessee's patients and any such delay shall not operate as a waiver of Lessee's termination rights. Notwithstanding the foregoing, such delay shall not continue for more than sixty (60) days after the date the Lease would have otherwise terminated, and Lessee shall continue to pay Rent in the manner prescribed hereunder during the sixty (60) day period.

7. Assignment/Subletting. Lessee shall not assign this Lease, or sublet the Premises, or any part thereof, without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether or not to consent to a proposed assignment, it shall be commercially reasonable for Lessor to withhold its consent to any proposed assignment if the proposed assignee, when analyzed together with (i) any new guarantor signing a guaranty with terms substantially the same as those in the guaranty attached to this Lease and (ii) any new security deposit posted to secure the Lessee's obligations under this Lease, do not have a creditworthiness, as recognized by the lending and equity investment community as such concerns the remaining obligations in this Lease, that is equal to or greater than the creditworthiness of the Lessee, taking into consideration the Guaranty provided pursuant to this Lease, prior to such assignment. Prior to any sublease or assignment, Lessee shall first notify Lessor in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest thereunder. At any time within thirty (30) days after service of said notice, Lessor shall notify Lessee that it consents or refuses to consent to the sublease or assignment.

Lessor shall not have the right to recapture any sublease or assignment space. Any denial of such sublease or assignment by Lessor as hereinabove provided must be predicated upon a commercially reasonable basis for such denial. Lessor shall retain any net profits paid in connection with a sublease or assignment in excess of Lessee's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Lessee in connection with the space subject to the transfer. Notwithstanding the foregoing, no consent of Lessor is required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or stock in Lessee; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Lessee; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use. Lessee shall provide Lessor notice of such assignment within thirty (30) days after the effective date of such assignment.

No such assignment or other transfer, in whole or in part, of any Lessee's rights or obligations under this Lease shall be or operate as a release of Lessee hereunder and Lessee shall remain responsible for performing Lessee's obligations hereunder should Lessee's assignee or transferee fail to perform any such obligations, unless specifically provided otherwise by Lessor in writing.

8. Operating Expenses and Utilities.

Beginning on the Commencement Date, Lessee shall pay "Lessee's Proportionate Share" (as defined herein) of all Taxes (as defined below), common area maintenance charges for the Building ("CAM Charges") and insurance premiums for the Building ("Insurance"), in advance, in equal monthly installments at the time of the payment of Rent, based on Lessor's estimate of the Taxes, CAM Charges and Insurance for the calendar year in question (which estimate may be revised by Lessor from time to time). For reference purposes, Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses" for the Building and Premises. Without limiting the generality of the foregoing, such costs and expenses shall include the following: lighting; cleaning; snow and ice removal; painting; draining; policing; insuring, including any commercially reasonable deductible amounts incurred as a result of any claims; security devices and systems and reasonable amortization of the same; gardening and landscaping services, repairs, replacements and additions which would not be capitalized under generally accepted accounting principles; parking lot repairs and maintenance which would not be capitalized under generally accepted accounting principles (except for the resurfacing of the parking area completed by Lessor prior to the Effective Date); sanitary control; taxes including real estate taxes, other expenses related to the Common Areas, including assessments for the property; and a management fee equal to four percent (4%) of CAM Charges. Promptly after the actual Operating Expenses for a calendar year are determined by Lessor, Lessor shall provide Lessee with a statement of such actual Operating Expenses for such calendar year and Lessee, within 30 days, shall pay to Lessor any deficiency, which obligation shall survive the expiration or termination of this Lease. If such statement shows an overpayment by Lessee, then any surplus paid by Lessee shall be credited to Lessee's next monthly installment of Operating

Expenses or, if this Lease has expired or been terminated for reasons other than Lessee's breach or default, be paid to Lessee within 30 days of the end of the Term.

Lessor shall not be obliged to provide any services other than those expressly set forth above. The foregoing notwithstanding, if Lessor provides any additional work or services requested by the Lessee, or provides any unusual amount of any of the work or services described above (including service furnished outside any stipulated hours), Lessee shall pay Lessor, as additional rent hereunder, an amount equal to the sum of the Lessor's costs therefore, plus fifteen percent (15%) of such costs to reimburse Lessor for Lessor's overhead costs incurred in connection therewith.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed upon the Building, provided, however, that any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Lessor and Lessee using a straight-line method, based on the proportion of that economic life falling within the remaining term of the Lease. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder. Lessor shall take advantage of any savings in Taxes that may be achieved by early payment or payment in installments.

"Lessee's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Building Rentable Area. Lessee's Proportionate Share as of the Commencement Date will be 77%. Lessee's Proportionate Share shall be adjusted in the event the Building Rentable Area increases at any time. Lessor represents that the Building Rentable Area has been determined without reference to whether such area is actually leased, leasable, occupable or occupied.

8.1 Lessee's Proportionate Share of initial Operating Expenses is estimated at \$4.66 per square foot per annum. Thereafter, the "Controllable Operating Expenses" portion of Lessee's Operating Expenses shall not increase by more than three percent (3%) over the previous Lease Year "Controllable Operating Expenses," on a non cumulative basis. "Controllable Operating Expenses" shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Lessor to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, snow removal and utilities for the Building.

8.2 Lessee shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, telephone and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

8.3 Lessor shall make available at the Building or other designated place near the Premises, true and accurate records of items that constitute Operating Expenses. Such records shall be open for inspection from time to time by Lessee or its duly authorized

representative for a period of one (1) year after the close of each calendar year. Lessee shall be allowed to review such records once per calendar year. If any audit of Lessor's submitted reports shall disclose an overcharge, Lessor shall promptly pay to Lessee, within thirty (30) days, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent (5%), Lessor shall reimburse Lessee its actual costs incurred in connection with such audit.

8.4 All sums (other than the Rent) which may be due and payable under this Lease shall be deemed to be additional rent hereunder and in the event that Rent shall be prorated or shall abate pursuant to the terms of this Lease then such additional rent shall be prorated or abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.5 Intentionally deleted.

8.6 Notwithstanding the foregoing, the term "Operating Expenses" does not include the following: (a) depreciation of the Building, and all equipment, fixtures, improvements and facilities used in connection therewith; (b) payments of principal, interest, loan fees, penalties, amortization relating to any debt Lessor may have incurred or will incur in the future relating to the ownership, operating and maintenance of the Building; (c) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other lessees of the Building, except in connection with general maintenance of the Building; (d) cost of any "tap fees" or any sewer or water connection fees for the benefit of any lessees in the Building; (e) fees and expenses (including legal and brokerage fees, advertising, marketing and promotional costs) paid by Lessor in connection with the lease of any space within the Building, including subleasing and assignments; (f) any validated parking for any entity; (g) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the cost of renting any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not rented, except for any capital improvements made in, on or about the Building that reduce Operating Expenses, provided that the cost of such capital improvement included within CAM Charges shall not exceed the reduction in the Operating Expenses attributable to such improvements and such cost of the capital improvement to be amortized during their useful life in accordance with generally accepted accounting principles; (h) the costs and expenses of any item included in Operating Expenses to the extent that Lessor is actually reimbursed for such cost by an insurance company, a condemning authority, another lessee or any other party; (i) payments of ground rents and related sums pursuant to a ground lease in favor of a ground lessor; (j) wages, salaries or other compensation paid to any employees at or above the grade of building manager; (k) Lessor's general overhead and administrative expenses which are not chargeable to Operating Expenses of the Building or the equipment, fixtures and facilities used in connection with the Building, in accordance with generally accepted accounting principles, including salaries and expenses of Lessor's executive officers; (l) the cost of correcting defects (latent or otherwise) in the construction of the Building or in the Building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof; (m) any costs representing an amount paid to an entity related to Lessor which is in excess of the commercially reasonable amount which would have been paid absent such relationship; (n) any entertainment,

dining, or travel expenses of Lessor for any purpose; (o) costs related to maintaining Lessor's existence, either as a corporation, partnership, or other entity; (p) the cost of any environmental remediation for which Lessor is responsible under Section 10 of this Lease; (q) all ad valorem taxes paid or payable by Lessee or other lessees in the Building for (i) personal property and (ii) on the value of the leasehold improvements in the Premises, or the Building of other lessees in the Building (in this connection it is agreed that Lessee shall be responsible for the payment of ad valorem taxes on Lessee's own leasehold improvements); (r) all items and services for which Lessee pays third parties; (s) the cost of any item which is an expense or cost to Lessor in connection with Lessor's work to prepare the Premises for occupancy by Lessee including any allowances or credits granted to Lessee in lieu of a payment by Lessor; (t) parking area maintenance, repair and replacement which would be capitalized under generally accepted accounting principles (except for the resurfacing of the parking area completed by Lessor prior to the Effective Date); (u) for any item which is included in the Operating Expenses which, but for this provision, would be included twice.

9. Alterations/Signage. Lessee shall not make any alterations, or additions or leasehold improvements to the Premises following the Commencement Date ("Alterations") without Lessor's prior written consent in each and every instance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee shall have the right to make non-structural Alterations to the Premises which do not exceed in cost Fifty Thousand Dollars (\$50,000.00) in the aggregate during each Lease Year without Lessor's consent. All Alterations which may be made by Lessee shall be the property of Lessee and Lessee shall be entitled to remove from the leased Premises during the Term all Alterations, tenant improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the leased Premises provided that Lessee repair any and all damages done by the removal of the foregoing. All Alterations and tenant improvements which Lessee does not elect to remove at the expiration of the Term shall be surrendered with the Premises at the termination of this Lease.

To the maximum extent permitted by applicable Laws, Lessor hereby waives any rights which Lessor may have, as to any of Lessee's furniture, fixtures, equipment, personal property, tenant improvements and Alterations, in the nature of a Lessor's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Lessee shall have the right to affix Lessee's standard signage, in accordance with the rules and regulations of the Building, including a sign on the exterior of the Building and a monument sign. All such signs shall comply with all applicable zoning Laws and Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor, at Lessor's expense, shall timely provide space for Lessee's designated name(s) on any directory boards located in the Building or complex.

10. Environmental. Lessee shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary for Lessee's business conducted in the Premises; provided, however, Lessee shall at all times and

in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "Environmental Laws") and further provided that Lessee shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Lessee or Lessee's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Lessor acknowledges that the following Hazardous Substances, among others, are required for Lessee's business operations: bleach, cidex, hibiclona, metrocide, hydrogen peroxide, and formaldehyde. Upon the expiration or earlier termination of this Lease, Lessee shall cause all Hazardous Substances placed on the Premises by Lessee to be removed, at Lessee's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Substances caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Commencement Date to comply with any Environmental Law. Lessee agrees to remediate at Lessee's expense immediately upon receipt of notice from Lessor of any condition described in (a) through (d) of the previous sentence.

Lessor shall indemnify, defend (by counsel reasonably accepted to Lessee), protect, and hold Lessee harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence prior to the Commencement Date in, on, under, or about the Premises or Building of any Hazardous Substances; (b) any discharge or release prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Lessor to, in, on, under, about or from the Premises or Building; (d) Lessor's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Lessee or its agents, servants, employees, guests, invitees and/or independent contractors. Lessor agrees to remediate at Lessor's expense immediately upon receipt of notice from Lessee any condition described in (a) through (e) of the previous sentence.

Lessor represents and warrants to Lessee that (a) to the best of Lessor's knowledge, there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and (b) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises.

The parties agree that Lessee shall be entitled to undertake a mold investigation prior to the Possession Date. Lessor hereby covenants and agrees that if Lessee discovers mold at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Lessee's acts or omissions, Lessor shall, upon written notice from Lessee, promptly remediate the mold. Lessee shall promptly deliver to Lessor copies of all notices made by Lessee to, or received by Lessee from, any state, county, municipal or other agency having authority to enforce any environmental law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. Lessor shall promptly deliver to Lessee copies of all notices received by Lessor from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

11. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenable, then:

11.1 in the event the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of twenty-five percent (25%) or less of the insurance value of the Premises, the damage shall be promptly repaired by Lessor at Lessor's expense; provided, however, that Lessor in no event shall be required to expend for such repair an amount in excess of the insurance proceeds recovered for the insurance required to be carried by Lessor under the Lease as a result of such damage. In the event of any such damage in which (a) the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the insurable value; or (b) the portion of the building of which the Premises are a part is damaged to the extent of fifty percent (50%) or more of the insurable value of said building; or (c) the damage is caused by any occurrence not coverable under Lessor's fire and extended coverage insurance; or (d) the portion of the building of which the Premises are a part is damaged within the last three (3) years of the Lease Term to the extent of twenty-five percent (25%) or less of the insurable value, then, and in such event, Lessor may elect to repair or rebuild the Premises, or the portion of the Shopping Center in which the Premises are located, or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days of the happening of the event causing the damage; provided, however, that Lessor in no event shall be required to expend for such repair an amount in excess of the insurance proceeds recovered for the insurance required to be carried by Lessor under the Lease as a result of such damage. If the casualty or the repairing or rebuilding shall render the Premises untenable in whole or in part, a proportionate abatement of the Rent shall be allowed until the Premises are made tenantable, or until the Termination Date, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises. If the Lessor is required or elects to rebuild the Premises as herein provided, Lessee shall repair or replace its

stock in trade, fixtures, furniture, furnishings, floor coverings, equipment, and if Lessee has closed, Lessee shall promptly reopen for business.

11.2 unless the fire or casualty is due to Lessee's negligence or willful misconduct, if the damage to the Premises is so substantial that either: (a) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within two hundred ten (210) days from the date of such damage or (b) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least seventy five percent (75%) of the dialysis stations operating prior to the fire or casualty impracticable, then Lessee may elect to terminate this Lease by giving written notice to Lessor within thirty (30) days of the date of such fire or casualty;

11.3 if the damage to the Premises is so substantial that (a) the estimated repair costs exceed One Hundred Thousand (\$100,000.00) and such damage has occurred within the last one hundred eighty (180) days of the then current term and Lessee does not exercise its next available renewal option, if any or (b) the Building is damaged to the extent of fifty percent (50%) or more of the monetary value thereof, then Lessor may elect to terminate this Lease by giving written notice to Lessee within thirty (30) days of the date of such fire or casualty; or

11.4 if not so terminated, Lessor shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially their former condition immediately prior to such damage or destruction, at Lessor's expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenable by fire or other casualty, other than a fire or casualty covered by Lessee's negligence or willful misconduct there shall be an abatement of Rent due Lessor by Lessee for the period of time during which the Premises are untenable. If the restoration is not substantially completed within two hundred forty (240) days of such damage, Lessee shall have the option to terminate this Lease by written notice to Lessor. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Lessor shall immediately proceed with all due diligence to repair and restore the Premises and the Rent shall abate in proportion to the untenability of the Premises during the period of restoration.

Notwithstanding the foregoing provisions of this Section 11, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Lessee at its expense are made available to Lessee, Lessee shall be responsible for restoring such Alterations; provided, however, that the Rent abatement provided for shall continue during such period of restoration so long as Lessee is diligently pursuing the completion of such restoration. In the event that Lessor does not restore the Premises, Lessee may retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Lessee at its expense.

12. Eminent Domain.

12.1 Taking. If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be permanently taken; (b) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Lessee's sole judgment, fit for Lessee to carry on its business therein; (c) Lessee determines, in its reasonable judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Lessee's business, then in any such event, Lessee may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

12.2 Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Lessor shall restore the Premises, at Lessor's cost and expense to a complete architectural unit, and Operating Expenses will be recalculated based on the applicable square footage. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

12.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Lessor without any participation by Lessee, except that nothing contained herein shall preclude Lessee from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

13. Right of Entry by Lessor. Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least twenty four (24) hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the same or to exhibit said Premises. Lessor shall have the right to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease. Any work done by Lessor to Premises shall be performed during hours that Lessee is not open for business (except in emergencies) unless Lessee, in the exercise of its reasonable discretion otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Lessor's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Lessor at its expense or, at Lessee's election, by Lessee on Lessor's behalf and at Lessor's sole cost and expense. Lessor shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Lessee harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Lessor's entry except to the extent caused by the negligent or intentional act of Lessee or its contractors, agents, employees or licensees. If Lessor's entry into the Premises pursuant to this Lease interferes with the conduct by Lessee of its business to such an extent that Lessee, in the exercise of its reasonable business judgment, must close the Premises or is unable to use seventy-five percent (75%) of the Premises for business for

two (2) or more business days, then Rent and Operating Expenses shall totally abate for each day or portion thereof that such interference continues.

Lessor acknowledges that Lessee is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Lessee to ensure the safety and confidentiality of patient medical records. Lessor further acknowledges that, in order for Lessee to comply with HIPAA, Lessee must restrict access to the portions of the Premises where patient medical records are kept or stored. Lessor hereby agrees that, notwithstanding the rights granted to Lessor pursuant to this Section 13 and under this Lease, except when accompanied by an authorized representative of Lessee (except in cases of emergency), neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Lessee as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy laws. Lessor further agrees to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with Lessor's entry into the Premises.

14. Indemnity. Lessee agrees to indemnify Lessor and save Lessor harmless from any and all liability, claims, expenses (including reasonable attorney's fees) and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessee, its agents, servants or employees. Lessor agrees to indemnify Lessee and save Lessee harmless from any and all liability, claims, expenses (including reasonable attorney's fees) and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessor, its agents, servants or employees. The indemnities set forth in this Section 14 shall survive the expiration of the term of this Lease.

15. Default and Remedies.

15.1 Lessee Default and Lessor Remedies.

It is agreed that (i) if Lessee vacates or abandons the Premises or permits the same to remain vacant or unoccupied for a period of ten (10) days or more and is not paying Rent during such time, unless such vacancy is due to renovations or repairs to the Premises, a force majeure Event, or a licensing or compliance issue; or (ii) if the Rent, the CAM Charges, any additional rent or any other charges to be paid by Lessee hereunder, or any part thereof, shall be unpaid for five (5) days following written notice of such default from Lessor to Lessee (provided that Lessor shall not have to send an additional written notice of such failure in order to pursue its available remedies available at law or in equity for such default); (iii) if default shall be made in the prompt and full performance of any other covenant, condition, or agreement of this Lease to be kept or performed by Lessee and such default or breach of performance shall continue for more than thirty (30) days after written notice to Lessee specifying such default or breach of performance (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessee is diligently prosecuting such cure to completion); (iv) Lessee shall be adjudged bankrupt, or a decree or order approving, as properly filed, a petition or answer asking

reorganization of Lessee under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the entry or granting thereof; (v) Lessee shall file any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension; (vi) Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; (vii) a decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option, without further notice or demand of any kind to Lessee or any other person, may have, in addition to all other legal or equitable remedies, the following described remedies:

A. **Termination of Lease.** Lessor may elect to terminate this Lease and the term created hereby in which event Lessor forthwith may repossess the Premises and Lessee shall pay at once to Lessor as liquidated damages a sum of money equal to the sum of the Rent (to the extent not previously paid by Lessee) less the fair market rental value of the Premises for the balance of the Lease Term with such resulting amount to be discounted by present value.

B. **Termination of Possession.** Lessor may elect to terminate Lessee's right of possession without termination of the Lease in which event Lessee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Lessor and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises, in whole or in part, and with or without process of law to repossess Lessor of the Premises or any part thereof and to expel or remove Lessee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property therefrom without terminating the Lease or releasing Lessee in whole or in part from Lessee's obligation to pay the Rent, additional rent and other charges payable by Lessee hereunder, and perform the covenants, conditions, and agreements to be performed by Lessee as provided in this Lease, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to rent or any other right of Lessor in this Lease or by operation of law.

If Lessor shall at any time be entitled to rent or other payments or liquidated damages pursuant to any of the covenants, conditions or agreements of this Lease either (i) after termination of this Lease or (ii) after termination of Lessee's right to possession without termination of this Lease, Lessor shall recover and Lessee agrees to pay all sums due under the provisions of this Lease.

Upon and after termination of this Lease, Lessor shall make a commercially reasonable effort to mitigate its damages. Upon and after entry into possession without terminating the Lease, Lessor may, but shall not be obligated to, relet all or any part of the Premises for the

account of Lessee for such rent and upon such terms and to such person, firm, or entity and for such period or periods as Lessor in Lessor's reasonable discretion shall determine, and Lessor shall not be required to accept any lessee offered by Lessee or to observe any instruction given by Lessee about such reletting. For the purpose of such reletting, Lessor may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent reasonably deemed by Lessor desirable or convenient. All such consideration so received shall be the sole property of Lessor; provided, however, if the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay the Rent and all other charges reserved in this Lease and the actual cost of reasonable repairs, alterations, redecorating and Lessor's other expenses incurred in connection therewith, including broker's commissions, Lessor's reasonable attorney's fees, Lessee agrees to pay to Lessor the deficiency upon demand.

The service of a five (5) day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises shall not relieve Lessee from Lessee's obligation to pay the Rent hereunder during the balance of the term or any extension thereof except as herein expressly provided. Lessor may collect and receive any Rent due from Lessee, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Lessor, or be held to waive, affect, change, modify or alter the rights or remedies which Lessor has in equity or at law or by virtue of this Lease.

The acceptance of liquidated damages by Lessor under any of the provisions of this Lease shall not preclude Lessor from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which implies recognition of the tenancy operate as a waiver of Lessor's right to terminate this Lease or operate as an extension of this Lease.

Lessee agrees to pay Lessor, upon demand, all reasonable expenses of terminating Lessee's right to possession hereunder, enforcing and of reletting, including without limiting the generality of the foregoing the reasonable cause of decorating and restoring the premises, broker's commissions, Lessor's attorney fees, plus, at the end of each month of the Lease term the difference between the net income actually received by Lessor from said premises during such month and the rent agreed to be paid by the terms of this Lease during the month.

The rights and remedies herein contained and reserved to Lessor shall not be considered as exclusive of any other right or remedy of Lessor, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

15.2 Lessor Default and Lessee Remedies. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Lessee pursuant to this Lease or at law or in equity, should Lessor fail to perform any term or covenant under this Lease or any other existing agreement between Lessor and Lessee, its parent company, subsidiaries or affiliates (each and any such failure being herein sometimes referred to as a "Lessor Default") and if any such Lessor Default shall not be cured and shall accordingly be continuing thirty (30)

days following written notice by Lessee to Lessor of such Lessor Default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessor is diligently prosecuting such cure to completion), then Lessee shall have the option (at Lessee's sole discretion) of (a) remedying such Lessor Default and, in connection therewith, incurring expenses for the account of Lessor, and any and all such sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand. Notwithstanding the foregoing, in all events Lessee shall have the right to remedy any Lessor Default without prior notice in the event of an emergency (so long as Lessee gives notice within a reasonable period of time thereafter) and invoice Lessor in the manner set forth in the preceding sentences of this Section 15.

If this Lease is terminated for any reason under this Section 15 before the first (1st) anniversary of the Commencement Date, and applicable Law, including without limitation applicable healthcare Law, restricts the parties from entering into any similar agreement with each other for the Premises before the first (1st) anniversary of the Commencement Date, both parties agree to comply with such applicable Law.

16. Insurance.

16.1 Lessor's Insurance. During the Term of this Lease, Lessor shall procure and maintain in full force and effect with respect to the Building (a) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Lessor reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (b) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for both bodily injury and property damage insuring Lessor's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

16.2 Lessee's Insurance. Lessee covenants and agrees to keep Lessee Improvements (as defined in Section 36 hereof) and Lessee's contents in the Premises insured for full replacement value against loss by fire and casualty, under an all risk policy with extended coverage endorsements. In addition thereto, Lessee shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for both bodily injury and property damage. Lessor shall be named as an additional insured under such comprehensive general liability policy. In no event shall Lessee's insurance provide coverage or indemnity to Lessor for any claim, loss, suit, action or other legal proceeding in which Lessor, its agents or designees bear responsibility for the claim, loss, suit, action or other legal proceeding. Rather, it is the intent of this section to provide general liability coverage to Lessor when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Lessor and Lessee bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to their own insurance for coverage. Lessee may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention. Each

policy shall provide that the insurer shall give to Lessor thirty (30) days written notice prior to any cancellation of the policy.

17. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

18. Repairs and Maintenance.

18.1 Lessor's Maintenance Responsibilities. Lessor shall timely maintain in good condition and repair the common areas of the Building and surrounding areas and such costs shall be considered CAM Charges in accordance with Section 8 of this Lease. Lessor shall also maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and windows (excluding necessary replacements to the exterior doors and windows that are due to the acts of negligence or willful misconduct by Lessee, its invitees, licensees, or agents and are not otherwise covered by insurance required to be carried by Lessor under Section 16.1), flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the Building. Lessor may pass through to Lessee the costs incurred in performing the foregoing maintenance obligations only to the extent such costs otherwise fall within the definition of "Operating Expenses" in Section 8 above.

18.2 Lessee's Maintenance Responsibilities. Except for Lessor's obligations set forth above and except for any damage caused by the acts of negligence by Lessor or its agents within the Premises, Lessee shall keep the interior, non-structural portions of the Premises, all HVAC systems installed by Lessee, exterior doors and windows (except for any necessary replacements that are to be completed by Lessor as set forth above in Section 18.1) and the non-structural elements of all doors and entrances of the Premises in the same condition, order and repair as they are at the commencement of said Term and shall deliver same to Lessor at the termination of this Lease in good order and condition, provided that normal wear and tear and damage by fire or other casualty are excepted.

19. Brokers. Lessor and Lessee each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for USI Real Estate Brokerage Services Inc., representing Lessee ("Lessee's Broker"), and Element

Commercial Group, representing Lessor. Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement.

20. Intentionally deleted.

21. Title and Parking. Lessor hereby represents that Lessor is the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Lessor hereby represents to Lessee that no covenants, restrictions, liens, or other encumbrances affecting the real property upon which the Building is constructed shall interfere or adversely affect Lessee's Permitted Use of the Premises. Lessor further represents that Lessor and those signatories executing this Lease on behalf of Lessor have full power and authority to execute this Lease.

Lessor agrees that Lessor will not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Lessee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessee and the Lessee for the remaining 1,515 square feet of the building shall be entitled to the use of fifty-eight (58) parking spaces or such greater amount as may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Lessee's exclusive use.

22. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations ("Laws") throughout the Term of the Lease. Lessor represents and warrants to Lessee that to the best of Lessor's knowledge, as of the Commencement Date the Premises, the Building, and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises. Lessor further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Building or improvements thereon and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Lessor represents that to the best of its knowledge and without any independent investigation (a) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate applicable Laws, including without limitation zoning laws, and does not constitute a "non conforming use" thereunder and (b) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act.

If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Building to comply with any generally applicable Laws from time to time applicable to the Premises, Lessor shall immediately make such Alterations at its sole cost and expense. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Lessee's use as a dialysis facility and not due to any act by Lessor or another lessee, Lessee shall immediately make such Alterations at its sole cost and expense.

Lessor represents and warrants to Lessee that Lessor is not a "referring physician" or a "referral source" as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Lessor covenants, during the term of this Lease, it will not knowingly take any action that would cause it to become a Referral Source as to Lessee, or (b) sell, exchange or transfer the Premises to any individual or entity without providing Lessee with thirty (30) days prior notice of such sale, exchange or transfer; but Lessee shall not have any right to object to or veto any such sale.

23. Intentionally deleted.

24. Lessee to Subordinate. Lessee shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Lessor, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a commercially reasonable recognition and non-disturbance agreement. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deeds of trust Lessee may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Lessee shall be in default beyond any applicable grace periods provided for herein. Lessor shall at or prior to the Commencement Date, secure from Lessor's present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Lessee. Lessor shall also secure from any future mortgagee or lienholders of Lessor non-disturbance agreements during the initial Term or any renewal periods, if exercised.

25. Quiet Enjoyment. Lessee, upon paying the Rent, additional rent and other sums due under this Lease, and subject to all of the terms and covenants of this Lease, on Lessee's part to be kept, observed, and performed, shall quietly have and enjoy the Premises during the Term of this Lease. Lessor agrees that Lessee shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

26. Memorandum of Lease. Lessor agrees to enter into and record a memorandum or notice of this Lease reasonably satisfactory to Lessee. Lessee shall be responsible for the preparation thereof and the cost of recording the same.

27. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (a) sent by registered or certified mail, return receipt requested, postage prepaid or (b) delivered, by hand, or (c) sent by overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at 920 S. Milwaukee Ave., Libertyville, Illinois 60048; Telephone: (847) 732-9621; Facsimile: (847) 984-2223 or at such other place as Lessor may from time to time designate in written notice to Lessee. All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 1551 Wewatta Street, Denver, CO 80202, Attention: General Counsel, Telephone: (303) 405-2100, Facsimile: (877) 420-6537, or to any such other place as Lessee may from time to time designate in written notice to Lessor. In addition, all correspondence to Lessee related to Taxes, Insurance,

Rent or Operating Expenses shall be sent to 1423 Pacific Avenue, Tacoma, WA 98402; attention: Rent Department. All notices, demands and requests which shall be served upon Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. Estoppel Certificate. Each of Lessor and Lessee agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached hereto as Exhibit E certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) all of the defaults of Lessor or Lessee hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee of the Premises or by any prospective assignee of this Lease or sublessee of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. It is expressly understood that Lessee shall not have the right to enter into a leasehold mortgage affecting the Premises.

29. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extensions hereof without the written consent of Lessor, this Lease shall continue on a month to month basis, terminable by either party upon thirty (30) days prior notice and Lessee shall be obligated to pay Rent at the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Lessor is kept out of possession of the Premises. Notwithstanding the foregoing, Lessee agrees that such holdover period shall not exceed sixty (60) days.

30. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Lessor and Lessee respectively, as fully as if such words were written wherever reference to Lessor or Lessee occurs in this Lease.

31. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Lessor and Lessee with respect to the leasing of the Premises.

32. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Applicable Law. The laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

34. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, change in technology which interferes with Lessee's Permitted Use, acts of God, or other causes beyond such party's reasonable control.

35. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

36. Lessee Improvements. Lessee shall construct its tenant improvements to the Premises (the "Lessee Improvements"). Lessor shall provide Lessee with a Lessee Improvement allowance in the amount of \$75,000.00 based upon a \$15.00 per square foot amount (the "Allowance"). Said Allowance shall be payable to Lessee upon receipt of the certificate of occupancy from the City of Freeport, Illinois. In the event Lessor fails to pay Lessee the Allowance within ten (10) days following receipt of the certificate of occupancy from the City of Freeport, Illinois, a late charge of five percent (5%) of the Allowance shall become immediately due and payable by Lessor to Lessee as liquidated damages and Lessee may, at its option, deduct such amount, including the Allowance and the late charge, plus interest at the maximum rate permitted by law (provided that interest shall not be assessed on the late charge) from subsequent Rent due under this Lease.

Lessee shall contract for the installation of the Lessee Improvements with a contractor of choice. Lessor and Lessee shall mutually approve the plans and specifications of the Lessee Improvements prior to the commencement of work. Lessor shall have fifteen (15) days to approve or reject Lessee's plans and specifications for Lessee's Improvements. A failure by Lessor to approve or reject the plans and specifications within such fifteen (15) day time period shall be deemed to be an approval of such plans and specifications. Lessor shall not charge Lessee any fee or other charges for the supervision and/or overhead associated with the construction of the Lessee Improvements. Notwithstanding the foregoing, Lessee Improvements shall not include the work involved with bringing electrical and water utilities to a point in the Premises designated by Lessee and for the separate metering for said utilities. The cost and expense of this work will not be deducted from the Allowance amount.

37. Lessor's Work. Lessor shall complete all of Lessor's Work, as described in Exhibit F attached hereto and incorporated herein. All Lessor's Work shall be done in a good and

workmanlike manner and in compliance with all applicable laws, ordinances, building and safety codes, regulations and orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessor under the Lease, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Lessor's Work.

38. Lessor's Sale of the Building. Lessor may, at any time, without the prior consent of Lessee, contract to and/or perform any of the following transactions with respect to an interest in Lessor, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Lessor: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Lessor shall be released from all liability to Lessee and Lessee's successors and assigns arising from this Lease because of any act, occurrence or omission of Lessor occurring after such Sale, and Lessee shall look solely to Lessor's successor in connection with the same; provided however, that Lessor shall not be released from liability to Lessee and Lessee's successors and assigns from this Lease because of any act, occurrence or omission of Lessor occurring prior to such Sale, unless such liability is expressly assumed by Lessor's successor-in-interest in the Building and Premises. Within thirty (30) days following the effective date of a Sale, Lessor shall notify Lessee whether Lessor's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 22 above.

39. Lessee's Satellite and Cable Rights. Lessee shall have the right to place a satellite dish on the back of the building of which the Premises are a part and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Lessor shall reasonably cooperate with Lessee's satellite or cable provider to ensure there is no delay in acquiring such services. Lessee will be responsible for any damage that the satellite causes to the roof and Lessee further agrees upon termination of this Lease to repair any damage to the roof caused by the installation and/or removal of the satellite dish.

40. Regulatory Compliance. In the event Lessor, or Lessor's successors or assigns become a Referral Source as described in Section 22 above, the parties shall amend the Lease with necessary regulatory compliance provisions, as reasonably requested by Lessee.

41. Cooperation with Lessee's Cost Reporting Responsibilities. Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities.

42. Protected Health Information.

42.1 Lessor acknowledges and agrees that from time to time during the Term, Lessor, its representatives or assigns may be exposed to, or have access to, Protected Health

Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or disclose PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy laws.

42.2 Lessor shall preserve any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Lessee during and after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with this Lease.

43. Lessor's Consent. Unless otherwise expressly stated herein, whenever Lessor's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and Lessor's reasonable satisfaction shall be sufficient for any matters under this Lease.

44. Approval by DaVita Inc. as to Form. The parties acknowledge and agree that this Lease shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. which shall be obtained simultaneously with execution of the Lease by Lessee.

45. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

46. Early Termination Option. Lessee, in Lessee's sole discretion, shall have the right to terminate this Lease ("Termination Right") at any time after the eighth Lease Year, provided Lessee exercises such right in strict accordance with the following terms and conditions: (a) Lessee notifies Lessor in writing of Lessee's election to exercise its Termination Right ("Termination Notice"); (b) at the time of such Termination Notice, Lessee is not then in default hereunder beyond any applicable cure period; and (c) Lessee's Termination Notice is accompanied by payment to Lessor of the Termination Fee (as defined herein). The "Termination Fee" shall be equal to one quarter (1/4) of Lessee's monthly base rental obligations for the remaining portion of the then current Term of the Lease in addition to any unamortized leasehold improvements and leasing commissions. As part of such Termination Fee, Lessee will return to Lessor a portion of the Allowance attributable to the remaining Lease Term: For example, if the Lease is terminated pursuant to this Section 46 after nine (9) full years, then Lessee will return to Lessor an additional amount equal to \$2.73 per rentable square foot for the Allowance.

47. Press Releases and Public Statements. Neither Lessor nor Lessee shall, without the prior written approval of the other party, issue, or permit any agent or affiliate of it to issue, any press releases or otherwise make, or cause any agent or affiliate of it to make, any public statements with respect to this Lease and/or the transactions contemplated hereunder, except

where such release or statement is deemed in good faith by the releasing party to be required by applicable law or under the rules and regulations of the NASDAQ or NYSE (or other public stock exchange of similar reputation and standing) on which the shares of such party or any of its affiliates are listed. In each case to which such exception applies, the releasing party will use its reasonable best efforts to provide a copy of such release or statement to the other party prior to releasing or making the same.


48. Guaranty. Lessee shall provide a guaranty of this Lease from DaVita Inc. to Lessor in the form of Exhibit G as attached hereto.

[Signature page follows]

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

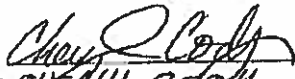
LESSOR:

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC

By: 
 Name: Michael R. MASSARELLI
 Title: President
 Date: 4-30-2012

LESSEE:

TOTAL RENAL CARE, INC.

By: 
 Name: CHERYL C. Cady
 Title: DVP
 Date: 4/13/12

FOR LESSEE'S INTERNAL PURPOSES ONLY:
 APPROVAL BY DAVITA INC. AS TO FORM ONLY

By: _____
 Name: Marcie Marcus Damisch
 Title: Group General Counsel

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LESSOR:

FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

TOTAL RENAL CARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

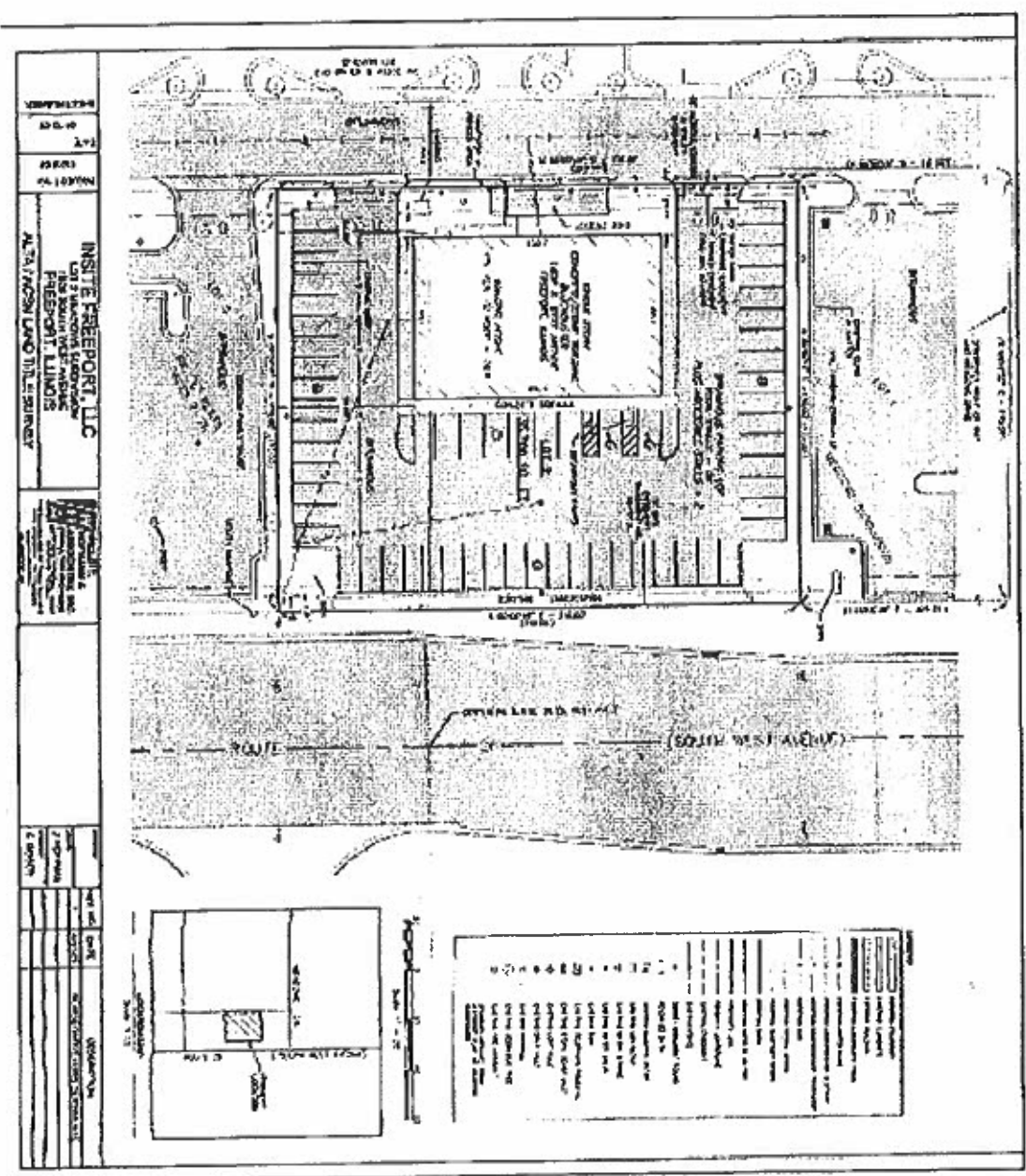
*FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL BY DAVITA INC. AS TO FORM ONLY*

By: Marcie Marcus Damisch
Name: Marcie Marcus Damisch
Title: Group General Counsel

EXHIBIT A

LEGAL DESCRIPTION/BUILDING SITE PLAN

(attached)



DRYWOOD
DIALYSIS

DAVITA
1000 S. VINCENNA AVE.
FREEPORT, IL 61032

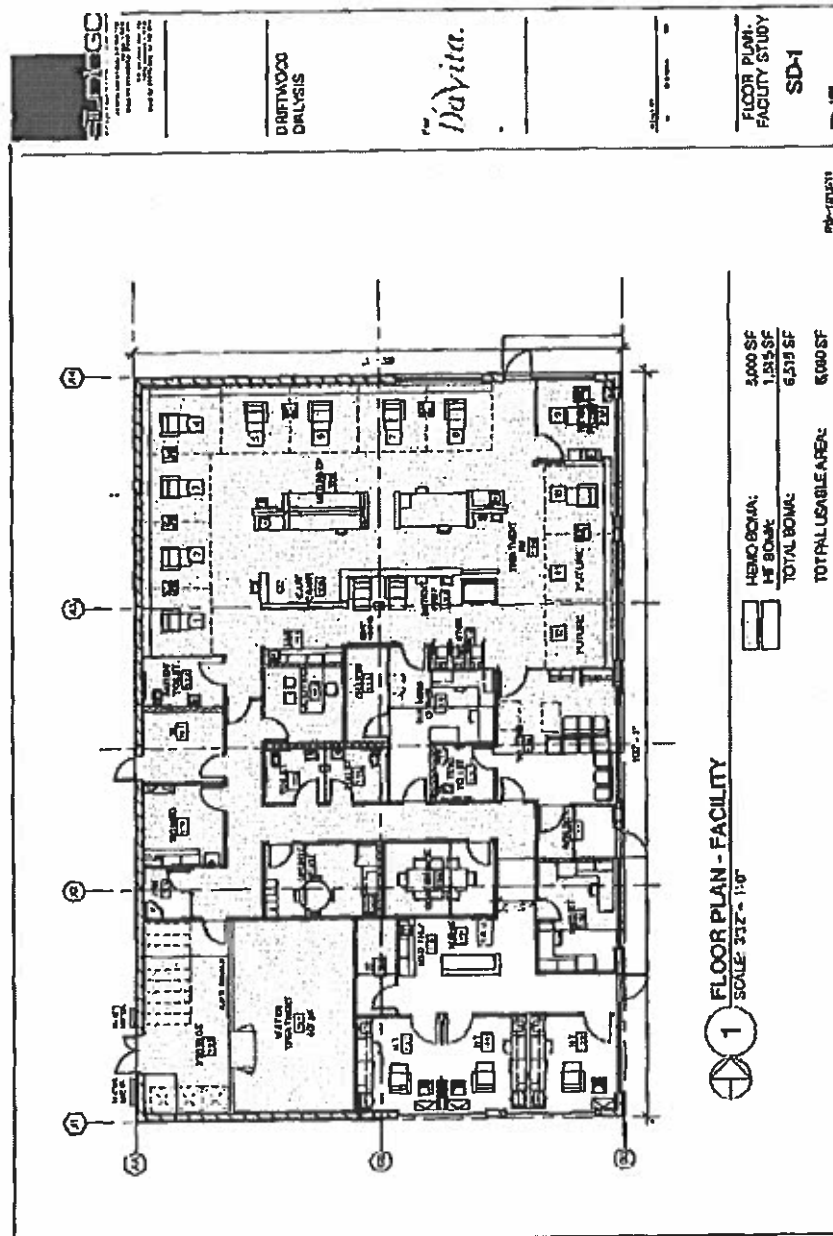
1000 RID DRICK RD. L.
FREEPORT, ILLINOIS 61032

EX-101

Freeport, IL (Facility # 5254)

Attachment - 33

Freeport, IL (Facility # 5254)



PREMISES FLOOR PLAN

EXHIBIT B

EXHIBIT C**FORM OF COMMENCEMENT DATE MEMORANDUM**

With respect to that certain lease ("Lease") dated _____, between _____ ("Lessor") and _____ ("Lessee"), whereby Lessor leased to Lessee and Lessee leased from Lessor space located at _____ (the "Premises"). Lessee and Lessor hereby acknowledge as follows:

- (1) Lessor delivered possession of the Premises to Lessee on _____ (the "Possession Date");
- (2) The Term of the Lease commenced on _____ (the "Commencement Date"); and
- (3) Lessee shall commence payment of Rent on _____.
- (4) The Premises contain _____ rentable square feet of space.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LESSOR:

LESSEE:

 By: _____
 Name: _____
 Title: _____
 Date: _____

 By: _____
 Name: _____
 Title: _____
 Date: _____

FOR LESSEE'S INTERNAL USE ONLY
APPROVED AS TO FORM ONLY:

By: _____
 Name: _____
 Title: _____

EXHIBIT D

FORM W-9

(attached)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
FRONTIER REAL ESTATE INVESTMENTS LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P** ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
820 SOUTH MILWAUKEE AVENUE

City, state, and ZIP code
LIBERTYVILLE, IL 60048

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | | - | | | - | |
| Employer identification number | | | | | | | | |
| 2 | 6 | - | 0 | 0 | 2 | 3 | 2 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *James J. Zimmernan CPA* Date ▶ *4/30/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT E**FORM OF ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of ____, 200__ by ____ ("Lessee") in connection with that certain Lease Agreement dated ____ by and between Lessee and ____, as Lessor (the "Lease") for the premises located at ____ (the "Premises").

Lessee hereby certifies to ____ as follows:

1. A true and correct copy of the Lease together with all amendments is attached hereto as Exhibit "A". There are no other oral or written agreements or understandings between Lessor and Lessee relating to the Premises.
2. The information set forth below is true and correct as of the date hereof:
 - (a) Approximate square footage of the Premises: ____ rentable square feet
 - (b) Monthly installment of Rent as of the date hereof: \$ ____
 - (c) Commencement Date: ____
 - (d) Termination date: ____
 - (e) Security deposit: ____
 - (f) Prepaid rent in the amount of: ____
 - (g) Renewal Options: ____
3. Lessee has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.
4. To the best of Lessee's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Lessee or Lessor.
5. No rent has been or will be paid more than thirty (30) days in advance.
6. Lessee has no right of first refusal, option, or other right to purchase the Building or any part thereof, including, without limitation, the Premises.

[Signature page follows]

IN WITNESS WHEREOF, Lessee has executed this Estoppel Certificate as of the date first above written.

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____

*FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL AS TO FORM ONLY*

By: _____
Name: _____
Title: Group General Counsel

EXHIBIT A TO ESTOPPEL CERTIFICATE

COPY OF LEASE

(attached)

EXHIBIT F**LESSOR'S WORK**

At a minimum, Lessor shall provide the following Base Building Improvements to meet Lessee's requirements for an Existing Base Building Improvements at Lessor's sole cost:

- Lessor shall verify that the roof is in water tight sealed condition. Lessor must provide Lessee with an inspection report prepared by a certified, licensed and bonded roofer providing the age of the roof. Lessor shall maintain, and if necessary, replace the roof during the lease term.
- Lessor shall verify exterior to ensure that all control and expansion joints are properly sealed and seal, if necessary. Lessor will also maintain the building structure during the lease term.
- Lessor shall re-seal parking area and patch any areas of the parking area needing repair. Parking lights in the parking area shall be in good working order. Lessor shall maintain the parking area during the lease term.

EXHIBIT G**GUARANTY**

WHEREAS, FRONTIER REAL ESTATE INVESTMENT COMPANY, LLC an Illinois Limited Liability Company ("Lessor") and TOTAL RENAL CARE, INC., a California corporation ("Lessee"), have entered into a certain lease agreement dated on or about the date hereof, covering certain premises located at 1808 S. West Avenue (the "Premises") in Freeport, Illinois (the "Lease"); and

WHEREAS, the Lessor requires as a condition to its execution of the Lease that the undersigned unconditionally becomes a guarantor to Lessor for the obligations of Lessee under the Lease; and

WHEREAS, the undersigned is the parent corporation of Lessee and as such is desirous that Lessor enter into the Lease with Lessee.

NOW THEREFORE, in consideration of the execution of the Lease by Lessor and other good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Lessor, its successors and assigns as follows:

1. The undersigned guaranties the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease, to be kept and performed by Lessee (subject to all applicable notice and/or cure periods set forth in the Lease), in accordance with and within the time prescribed by the Lease (hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, this Guaranty, and all the obligations of the undersigned hereunder, shall terminate upon the expiration of the one hundred twentieth (120th) month following the Commencement Date (as defined in the Lease) of the Lease.

2. Lessor shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from the undersigned, or without affecting, impairing or discharging in whole or in part, the Liabilities or the obligations of the undersigned hereunder, to modify, change, extend, alter, amend, or supplement in any respect whatever, the Lease, or any agreement or transaction between Lessor and Lessee or between Lessor and any other party liable for the Liabilities, or any portion or provision thereof; to grant extension of time and other indulgences of any kind to Lessee; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Lessor may have at any time against Lessee or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Lessor at any time under any agreement or otherwise.

3. The undersigned waives: (a) all notice, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm, or corporation held by Lessor as collateral

security; (b) trial by jury and the right thereto in any proceeding of any kind, whether arising on or out of, under or by reason of this Guaranty, or any other agreement or transaction between the undersigned, Lessor and/or Lessee; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Lessee.

4. Lessor may, without notice, assign this Guaranty in whole or in part to Lessor's successor in interest under the Lease, and no assignment of this Guaranty shall operate to extinguish or diminish the liability of the undersigned hereunder. The assignment of the Lease by Lessee to any entity not affiliated with the undersigned shall automatically terminate this Guaranty, and thereafter, the undersigned shall have no further liability hereunder.

5. The liability of the undersigned under the Guaranty shall be primary under any right of action which shall accrue to Lessor under the Lease and Lessor may, at its option, proceed against the undersigned without having to commence any action, or have obtained any judgment against Lessee.

6. All of the Liabilities and the obligations of the undersigned hereunder shall be immediately due and payable by the undersigned, anything contained herein to the contrary notwithstanding, immediately upon the occurrence of a default under the Lease which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease.

7. The obligations of the undersigned hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Lessee or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Lessee or the undersigned.

8. The waiver of any right by Lessor or its failure to exercise promptly any right shall not be construed as the waiver of any other right including the right to exercise the same at any time thereafter. No waiver or modification of any of the terms or conditions of this Guaranty shall be binding against Lessor unless such waiver or modification is in a writing signed by Lessor.

9. The provisions of the Guaranty shall bind all of the respective successors and assigns of the undersigned and shall inure to the benefit of Lessor, its successors and assigns.

10. All rights and remedies of Lessor are cumulative and not alternative. This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Illinois and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

11. The undersigned represents that at the time of the execution and delivery of this Guaranty nothing exists to impair the effectiveness of the obligations of the undersigned to Lessor hereunder, or the immediate taking effect of this Guaranty between the undersigned and Lessor with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed this
____ day of _____, 2012.

DAVITA INC.

By: _____
Name: _____
Title: _____

Section IX, Financial Feasibility**Criterion 1120.130 – Financial Viability Waiver**

The project will be funded entirely with cash. A copy of DaVita's 2018 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 1, 2019.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 36 is a letter from Michael D. Staffieri, Chief Operating Officer of DaVita Inc. and Freeportbay Dialysis, LLC, attesting that the total estimated project costs will be funded entirely with cash.



Richard Sewell
 Vice Chair
 Illinois Health Facilities and Services Review Board
 525 West Jefferson Street, 2nd Floor
 Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Vice Chair Sewell:

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.

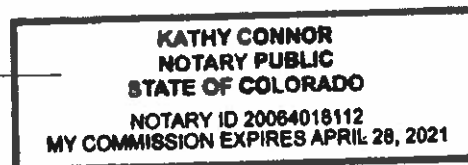
Further, the project involves the leasing of a facility. The expenses incurred with leasing the facility are less costly than constructing a new facility.

Sincerely,

Print Name: Michael D. Staffieri
 Its: Chief Operating Officer, DaVita Inc.
 President, Total Renal Care, Inc., Managing Member
 of Freeportbay Dialysis, LLC

Subscribed and sworn to me
 This 14 day of October, 2019

Notary Public



Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

Attached at Attachment – 36 is a letter from Michael D. Staffieri, Chief Operating Officer of DaVita Inc. attesting that the project involves the leasing of facilities and that the expenses incurred with leasing a facility is less costly than constructing a new facility.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(c), Reasonableness of Project and Related Costs

1. The Cost and Gross Square Feet by Department is provided in the table below.

| COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE | | | | | | | | | |
|--|-------------------------|----------------|-----------------------------------|---|------------------------------------|---|----------------------|--------------------|-----------------------|
| Department (list below) CLINICAL | 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) | |
| CLINICAL | | | | | | | | | |
| ESRD | | \$59.45 | | | 5,000 | | | \$297,243 | \$297,243 |
| Contingency | | \$5.94 | | | 5,000 | | | \$29,724 | \$29,724 |
| TOTAL CLINICAL | | \$65.39 | | | 5,000 | | | \$326,967 | \$326,967 |
| NON- CLINICAL | | | | | | | | | |
| Admin | | | | | | | | | |
| Contingency | | | | | | | | | |
| TOTAL NON- CLINICAL | | | | | | | | | |
| TOTAL | | \$65.39 | | | 5,000 | | | \$326,967 | \$326,967 |

* 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 Contracts and Contingencies | \$326,967 | $206.74 \times 5,000 \text{ GSF} =$ \$1,033,677 | Below State Standard |
| Contingencies | \$29,724 | 10% - 15% of Modernization Construction Contracts $10\% - 15\% \times \$297,243 =$ \$29,724 - \$44,586 | Meets State Standard |
| Architectural/Engineering Fees | \$35,000 | $8.34\% - 12.52\% \times$ (Modernization Contracts + Contingencies) = $8.34\% - 12.52\% \times$ (\\$297,243 + \$29,724) = $8.34\% - 12.52\% \times$ | Meets State Standard |

| Table 1120.310(c) | | | |
|--|------------------|---|----------------------------|
| | Proposed Project | State Standard | Above/Below State Standard |
| | | \$326,967 = \$27,269.05 - \$40,936.27 | |
| Consulting and Other Fees | \$23,000 | No State Standard | No State Standard |
| Moveable Equipment | \$54,865 | \$56,952.02 per station = 1 station x \$56,952.02 = \$56,952.02 | Below State Standard |
| Fair Market Value of Leased Space or Equipment | \$191,094 | No State Standard | No State Standard |

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

| | |
|-----------------------------|-------------|
| Operating Expenses | |
| Salaries | \$461,349 |
| Benefits | \$225,452 |
| Supplies | \$340,235 |
| Total Operating Expenses | \$1,027,036 |
| | |
| Treatments | 9,672 |
| | |
| Capital Costs per Treatment | \$106.19 |

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

| | |
|---------------------------------|------------|
| Capital Costs | |
| Depreciation | \$30,221 |
| Amortization | \$1,556 |
| Total Capital Costs | \$31,777 |
| Treatments | 9,672 |
| Capital Costs per Treatment | \$3.29 |

Section XI, Safety Net Impact Statement

The Applicants propose a one station expansion of Driftwood Dialysis. An expansion of an existing facility constitutes a non-substantive project. Accordingly, this criterion is not applicable.

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 | | | |
|---|----------------------|----------------------|----------------------|
| | 2016 | 2017 | 2018 |
| Net Patient Revenue | \$353,226,322 | \$357,821,315 | \$394,665,458 |
| Amount of Charity Care (charges) | \$2,400,299 | \$2,818,603 | \$2,711,788 |
| Cost of Charity Care | \$2,400,299 | \$2,818,603 | \$2,711,788 |

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Maynard of Rockford Nephrology Associates projecting 15 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.



Rockford Nephrology Associates

Richard H. Sewell
Interim Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Sewell:

I am a nephrologist in practice with Rockford Nephrology Associates. ("RNA"). I am writing on behalf of RNA in support of the expansion of Driftwood Dialysis located at 1808 South West Avenue, Freeport, Illinois 61032. As of June 30, 2019, Freeport Dialysis treated 23 patients, these patients are expected to transfer to Driftwood Dialysis upon the discontinuation of that facility. Expansion of Driftwood Dialysis will allow it to accommodate Freeport Dialysis patients as well as future patients of RNA.

RNA is currently treating 107 Stage 4 and Stage 5 pre-ESRD patients that reside in the Freeport area. I have identified 24 patients from my practice who are suffering from chronic kidney disease ("CKD") and reside within the geographic service area of Driftwood Dialysis. Conservatively, I predict at least of the 15 CKD patients will progress to dialysis within 12 to 24 months of the station addition at Driftwood Dialysis. RNA's large patient base demonstrates considerable demand for the additional station.

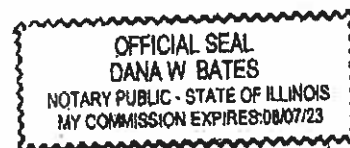
A list of patients who have received care at existing clinics in the area over the past 3 years is provided at Attachment - 1. A list of new patients we have referred for in-center hemodialysis in the past year is provided at Attachment - 2. The zip codes for the 24 CKD patients previously referenced is provided at Attachment - 3.

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 Driftwood Dialysis.

Sincerely,

John Maynard, M.D.
Nephrologist
Rockford Nephrology Associates
612 Roxbury Road
Rockford, Illinois 61107



Subscribed and sworn to me
This 4th day of October,
2019

Notary Public

Attachment 1
Historical Patient Utilization

| Rockford Dialysis | | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| EA | 53511 | BA | 61107 | AA | 61103 | JA | 61107 |
| BA | 61107 | CA | 61104 | SA | 61101 | SA | 61101 |
| CA | 61103 | CA | 61103 | AA | 61101 | KA | 53511 |
| EA | 61101 | EA | 61101 | JB | 61103 | RA | 61072 |
| AA | 61073 | RA | 61072 | JB | 61101 | KA | 53511 |
| JA | 61024 | RA | 61072 | CB | 61101 | JB | 61102 |
| RA | 61072 | JA | 61102 | AB | 61101 | JC | 61101 |
| JA | 61102 | RA | 61103 | EB | 61103 | BD | 61103 |
| RA | 61101 | LA | 53704 | JB | 61102 | TD | 61101 |
| LA | 53704 | EB | 61101 | RB | 61101 | WD | 61101 |
| EB | 61101 | JB | 61101 | RB | 61107 | PD | 60426 |
| JB | 61101 | RB | 61102 | DC | 61108 | VD | 61103 |
| RB | 61102 | HB | 61103 | HC | 61101 | BE | 61101 |
| HB | 61103 | SB | 61101 | JC | 61101 | JF | 61101 |
| SB | 61101 | RB | 61104 | JC | 61102 | FG | 61103 |
| DB | 30161 | BB | 61103 | FC | 61102 | BH | 61103 |
| CB | 61103 | CB | 61102 | BD | 61102 | WH | 61103 |
| BB | 61103 | EB | 61111 | CE | 61108 | BH | 61103 |
| CB | 61102 | LB | 61103 | RF | 61101 | CJ | 61103 |
| EB | 61111 | LB | 61102 | JF | 61101 | MJ | 61102 |
| CB | 61102 | TB | 61101 | PF | 61107 | SJ | 61101 |
| RB | 61101 | RR | 61101 | TF | 61104 | MM | 61107 |
| MB | 61104 | MB | 61104 | LF | 61111 | JM | 61104 |
| WB | 61104 | WB | 61104 | JG | 61103 | AM | 64801 |
| RB | 61101 | NB | 61111 | BH | 61103 | RO | 61104 |
| EB | 61101 | JC | 61088 | NH | 61101 | RR | 61046 |
| NB | 61111 | JC | 61115 | RH | 61104 | KR | 61103 |
| IC | 61101 | RC | 61115 | BH | 61103 | BS | 61104 |
| KC | 61088 | JC | 61102 | JH | 61103 | LS | 48021 |
| JC | 61115 | RC | 61114 | CJ | 61103 | JS | 61101 |
| JC | 61115 | YC | 61101 | RJ | 61103 | DS | 61075 |
| KC | 61103 | ED | 61102 | JJ | 61111 | MV | 61103 |
| AC | 61102 | DD | 60651 | PJ | 61101 | LV | 61103 |
| JC | 61103 | DD | 61020 | DL | 61108 | CW | 61078 |
| RC | 61108 | AE | 61104 | AM | 61101 | DW | 61088 |
| RC | 61114 | LE | 61102 | RN | 61109 | | |
| TD | 61080 | PE | 61103 | RO | 61104 | | |
| TD | 61108 | PE | 61111 | DP | 61103 | | |
| YD | 61101 | CE | 61101 | MP | 61103 | | |
| ED | 61102 | PF | 61102 | MP | 61101 | | |

Attachment 1
Historical Patient Utilization

| Rockford Dialysis | | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| TE | 61088 | NF | 61102 | JP | 61103 | | |
| LH | 61107 | RF | 61108 | RR | 61101 | | |
| DH | 61102 | FG | 61103 | MR | 61103 | | |
| HH | 61101 | DG | 61108 | TS | 61101 | | |
| WH | 61115 | SG | 61103 | DS | 61104 | | |
| KH | 61102 | SG | 61103 | RS | 61103 | | |
| MH | 61104 | JH | 61103 | ES | 61101 | | |
| JH | 61103 | JH | 61103 | JT | 61111 | | |
| CH | 61104 | DH | 61101 | AV | 61102 | | |
| BH | 61073 | HH | 61101 | JV | 61109 | | |
| KH | 61101 | MH | 61103 | WW | 61101 | | |
| BH | 61101 | OH | 61103 | FW | 61102 | | |
| DH | 61101 | BH | 61107 | KW | 61104 | | |
| SH | 61109 | DH | 61101 | AZ | 61103 | | |
| TH | 61101 | WH | 61104 | | | | |
| JH | 61114 | | | | | | |
| RH | 78415 | | | | | | |
| FH | 61101 | | | | | | |
| EJ | 61103 | | | | | | |
| Si | 61102 | | | | | | |
| Si | 61107 | | | | | | |
| Si | 61102 | | | | | | |
| DJ | 61103 | | | | | | |
| RJ | 61103 | | | | | | |
| CJ | 61103 | | | | | | |
| DJ | 61107 | | | | | | |
| SJ | 61109 | | | | | | |
| YJ | 61101 | | | | | | |
| CK | 61103 | | | | | | |
| LK | 61111 | | | | | | |
| BK | 61101 | | | | | | |
| RK | 61101 | | | | | | |
| SK | 61108 | | | | | | |
| DL | 61101 | | | | | | |
| SL | 61101 | | | | | | |
| KL | 61114 | | | | | | |
| SL | 61109 | | | | | | |
| DL | 61102 | | | | | | |
| JM | 61102 | | | | | | |
| HM | 61104 | | | | | | |
| RM | 61102 | | | | | | |

Attachment 1
Historical Patient Utilization

| Rockford Dialysis | | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| HM | 61103 | | | | | | |

Attachment 1
Historical Patient Utilization

| Stonecrest Dialysis | | | | | | | |
|---------------------|-------|------|-------|------|-------|---------|-------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| AAi | 61108 | AAi | 61108 | BA | 61107 | BA | 61107 |
| IAr | 61102 | IAr | 61102 | AA | 61108 | AA | 61108 |
| JB | 61102 | JB | 61102 | DA | 61108 | DA | 61108 |
| RBo | 61115 | RBo | 61115 | JA | 61102 | PA | 61104 |
| RBu | 61104 | RBu | 61104 | JB | 61103 | JA | 61102 |
| AB | 61104 | AB | 61104 | JB | 61102 | JB | 61103 |
| DBu | 61102 | DBu | 61102 | AB | 61107 | EB | 61108 |
| DC | 61104 | DC | 61104 | AB | 61107 | JB | 61102 |
| BC | 61108 | BC | 61126 | RB | 61101 | AB | 61107 |
| MC | 61109 | MC | 61109 | AB | 61104 | RB | 61101 |
| Rcov | 61101 | Rcov | 61101 | AB | 61102 | AB | 61104 |
| DC | 61103 | DD | 61104 | DB | 61102 | AB | 61102 |
| JC | 61108 | Lfa | 61101 | DC | 61104 | DB | 61102 |
| IC | 61114 | JF | 61102 | BC | 61109 | DC | 61104 |
| JF | 61102 | LFr | 61102 | RC | 61104 | BC | 61109 |
| RF | 61104 | MG | 61102 | JF | 61102 | JC | 61109 |
| LFr | 61102 | OG | 61102 | LF | 61102 | RC | 61104 |
| MG | 61102 | BH | 61101 | OG | 61102 | SE | 61102 |
| OG | 61102 | MH | 61102 | HG | 61109 | JF | 61102 |
| JG | 61104 | LH | 61102 | JG | 61107 | LF | 61102 |
| BH | 61101 | WH | 61103 | MH | 61102 | OG | 61102 |
| LH | 61102 | Dha | 61101 | WH | 61111 | HG | 61109 |
| WH | 61103 | RH | 61101 | DH | 61101 | JG | 61107 |
| DH | 61102 | BH | 61109 | RH | 61104 | MH | 61102 |
| RH | 61104 | CH | 61104 | CH | 61104 | WH | 61111 |
| DER | 61102 | LI | 61102 | JI | 61102 | DH | 61101 |
| BH | 61109 | BJ | 61104 | BJ | 61104 | RH | 61104 |
| CH | 61104 | RJa | 61104 | RJ | 61104 | CH | 61104 |
| SH | 61104 | Si | 61102 | SJ | 61102 | JI | 61102 |
| JH | 61102 | EJ | 61103 | DL | 61109 | SI | 61107 |
| 111 | 61104 | MaJ | 61101 | DL | 61104 | BJ | 61104 |
| RJ | 61104 | RJ | 61103 | ALE | 61107 | RJ | 61104 |
| EJ | 61103 | GJ | 61102 | AM | 61104 | SJ | 61102 |
| MAJ | 61101 | PL | 61104 | JM | 61104 | RJJ | 61103 |
| MOJ | 61104 | DL | 61104 | LM | 61108 | DL | 61109 |
| RJ | 61103 | AL | 61107 | RM | 61104 | JLJ | 61104 |
| PL | 61104 | JM | 61102 | JO | 61102 | DL | 61104 |
| DL | 61104 | GM | 61102 | MP | 61101 | ALE | 61107 |
| SL | 61104 | Jmon | 61101 | PP | 61104 | NM | 90301 |
| RL | 61114 | ArM | 61104 | RP | 61109 | AM | 64801 |
| CM | 61101 | Jmos | 61104 | JR | 61102 | AM | 61104 |
| JM | 61102 | LM | 61108 | AR | 61101 | JM | 61104 |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Stonecrest Dialysis | | | | | | | |
|---------------------|-------|------|-------|------|-------|---------|-------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| SM | 61109 | RM | 61104 | MR | 61084 | LM | 61108 |
| GM | 61102 | FN | 61102 | DS | 61104 | RM | 61104 |
| JMO | 61101 | JO | 61102 | BS | 61104 | RN | 61109 |
| JM | 61104 | KO | 61109 | MS | 61102 | JO | 61102 |
| LM | 61108 | MP | 61101 | ES | 61101 | MP | 61101 |
| RM | 61104 | PP | 61104 | AS | 61102 | PP | 61104 |
| JO | 61102 | RP | 61109 | DT | 61114 | RP | 61109 |
| KO | 61109 | JR | 61102 | CT | 61104 | RR | 61109 |
| MP | 61101 | Jri | 61101 | VT | 61108 | KR | 61108 |
| PP | 61104 | AR | 61101 | AV | 61102 | JR | 61102 |
| AP | 61103 | LR | 61103 | ED | 61101 | AR | 61101 |
| RP | 61109 | MR | 61084 | JV | 61108 | LR | 61103 |
| JR | 61102 | ES | 61102 | EW | 61108 | MR | 61084 |
| AR | 61101 | DS | 61104 | GW | 61104 | DS | 61104 |
| LR | 61103 | BS | 61104 | RB | 61104 | BS | 61104 |
| AR | 61104 | TS | 61101 | JC | 61102 | MS | 61102 |
| ES | 61102 | AS | 61102 | GC | 61104 | DS | 61104 |
| DS | 61104 | DT | 61114 | DD | 61104 | ES | 61101 |
| TS | 61101 | CT | 61101 | LF | 61101 | AS | 61102 |
| JS | 61103 | AV | 61104 | TF | 61104 | DT | 61114 |
| AS | 61102 | EV | 61101 | LH | 61102 | CT | 61104 |
| RS | 61114 | RW | 61102 | GJ | 61102 | VT | 61108 |
| DT | 61114 | TW | 61109 | JM | 61114 | DV | 61102 |
| CT | 61104 | | | FN | 61102 | AV | 61102 |
| CV | 61104 | | | RR | 61101 | ED | 61101 |
| AV | 61104 | | | TS | 61101 | JV | 61108 |
| TW | 61109 | | | JT | 61084 | EW | 61108 |
| MW | 61104 | | | RW | 61102 | GW | 61104 |
| | | | | JW | 61104 | MB | 61104 |
| | | | | BA | 61101 | BD | 61102 |
| | | | | JA | 61115 | BH | 61108 |
| | | | | VB | 61109 | EJ | 61103 |
| | | | | SB | 61101 | MJ | 61101 |
| | | | | RB | 61107 | MJ | 61104 |
| | | | | MB | 61109 | PL | 61104 |
| | | | | MB | 61104 | SM | 61107 |
| | | | | LC | 61084 | JM | 61102 |
| | | | | GC | 61104 | KO | 61109 |
| | | | | BD | 61102 | ES | 61102 |
| | | | | TE | 61104 | TW | 61109 |
| | | | | JE | 61020 | | |
| | | | | TE | 61114 | | |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Stonecrest Dialysis | | | | | | | |
|---------------------|--|------|--|------|-------|---------|--|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| | | | | PF | 61107 | | |
| | | | | RF | 61102 | | |
| | | | | DH | 61103 | | |
| | | | | BH | 61103 | | |
| | | | | JH | 61107 | | |
| | | | | RH | 61104 | | |
| | | | | MJ | 61115 | | |
| | | | | SG | 61104 | | |
| | | | | TP | 61104 | | |
| | | | | AP | 61068 | | |
| | | | | MR | 61109 | | |
| | | | | JT | 61101 | | |

Attachment 1
Historical Patient Utilization

| Roxbury Dialysis | | | | | |
|------------------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| SA | 61107 | SA | 61107 | LA | 61021 |
| MB | 61108 | NA | 61104 | AA | 61101 |
| RB | 61107 | LB | 61109 | NA | 61104 |
| RB | 61109 | RB | 61107 | GA | 61107 |
| LB | 61104 | RB | 61109 | AB | 61108 |
| JC | 61107 | LB | 61104 | LB | 61109 |
| KC | 61115 | RC | 61108 | JB | 61016 |
| WC | 61103 | JC | 61107 | LB | 61104 |
| AC | 61111 | KC | 61115 | AB | 61107 |
| MC | 61107 | WC | 61103 | PB | 61103 |
| CC | 61102 | AC | 61111 | RB | 61103 |
| RC | 61114 | MC | 61107 | RB | 61107 |
| DD | 61111 | CC | 61102 | CB | 61108 |
| ED | 61008 | RC | 61114 | RB | 61109 |
| TE | 61114 | DD | 61111 | JC | 61107 |
| ME | 61107 | ED | 61008 | WC | 61103 |
| ME | 61101 | DD | 61132 | RC | 61114 |
| RF | 61052 | AE | 61107 | CC | 61102 |
| LF | 61114 | TE | 61114 | BC | 61107 |
| PF | 61102 | ME | 61107 | JC | 61103 |
| JG | 61101 | ME | 61101 | KC | 61107 |
| LG | 61103 | RF | 61052 | MC | 61103 |
| CG | 61107 | IF | 61114 | DC | 61108 |
| RG | 61102 | PF | 61102 | JC | 61088 |
| DG | 61104 | JG | 61101 | SC | 60150 |
| EG | 61102 | LG | 61103 | KC | 61115 |
| PH | 61111 | CG | 61107 | JC | 61102 |
| RH | 61101 | RG | 61102 | AC | 61111 |
| WH | 61107 | DG | 61104 | AD | 61062 |
| DH | 61107 | TG | 61109 | DD | 61111 |
| PH | 61126 | EG | 61102 | ME | 61101 |
| CJ | 61102 | PH | 61111 | RE | 61115 |
| MJ | 61103 | OH | 61107 | AE | 61107 |
| JJ | 61108 | RH | 61101 | TE | 61114 |
| RK | 61107 | WH | 61107 | RF | 61052 |
| TK | 61103 | DH | 61107 | JF | 61101 |
| LK | 61107 | PH | 61126 | ME | 61107 |
| BK | 61108 | CJ | 61102 | LF | 61114 |
| TL | 61107 | MJ | 61103 | MF | 46241 |
| RL | 61109 | JJ | 61108 | PF | 61107 |
| KL | 61107 | RK | 61107 | JG | 61101 |

Attachment 1
Historical Patient Utilization

| Roxbury Dialysis | | | | | |
|------------------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| TL | 61101 | TK | 61103 | LG | 61103 |
| RL | 61107 | LK | 61107 | CG | 61107 |
| JL | 61111 | BK | 61108 | DG | 61104 |
| AM | 61008 | TL | 61107 | TG | 61109 |
| AM | 61109 | RL | 61109 | EG | 61102 |
| JM | 61108 | KL | 61107 | HG | 61107 |
| DM | 61109 | TL | 61101 | DG | 61108 |
| JM | 61104 | RL | 61107 | JG | 61008 |
| BM | 61107 | RL | 61108 | RG | 61102 |
| RM | 61107 | AM | 61008 | WH | 61011 |
| RM | 61108 | JM | 61108 | SH | 61111 |
| AN | 61104 | DM | 61109 | SH | 61021 |
| JN | 61108 | JM | 61104 | PH | 61111 |
| KN | 61111 | RM | 61107 | PH | 61126 |
| LN | 61114 | RM | 61108 | SH | 61021 |
| CP | 61115 | AN | 61104 | BH | 61107 |
| LP | 61111 | JN | 61108 | JH | 61109 |
| MP | 61080 | KN | 61111 | MJ | 61103 |
| JP | 61103 | LN | 61114 | MJ | 61103 |
| BP | 61107 | CP | 61115 | JJ | 61101 |
| MP | 61107 | LP | 61111 | CJ | 61102 |
| SR | 61108 | MP | 61080 | PK | 61109 |
| BR | 61111 | JP | 61103 | AK | 61084 |
| LR | 61107 | BP | 61107 | RK | 61008 |
| JR | 61114 | SR | 61108 | KK | 61107 |
| DR | 61109 | WR | 61109 | RK | 61107 |
| DR | 61109 | LR | 61107 | TK | 61108 |
| AR | 61114 | JR | 61114 | KK | 61104 |
| RR | 61108 | DR | 61109 | RL | 61108 |
| JS | 61114 | DR | 61109 | JL | 61107 |
| TSG | 61101 | RR | 61108 | DL | 61108 |
| NS | 61108 | JS | 61114 | RL | 61107 |
| JS | 61111 | TSG | 61101 | CL | 61111 |
| ES | 61108 | NS | 61108 | RL | 61109 |
| DS | 61107 | JS | 61111 | SL | 61108 |
| AS | 61101 | ES | 61108 | TL | 61108 |
| DS | 61108 | DS | 61107 | KL | 61107 |
| MT | 61102 | DS | 61107 | RL | 61108 |
| ST | 61016 | ST | 61016 | CM | 61101 |
| CT | 61108 | CT | 61108 | RM | 61108 |
| AV | 61108 | AV | 61108 | AM | 61061 |

Attachment 1
Historical Patient Utilization

| Roxbury Dialysis | | | | | |
|------------------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| FV | 61114 | FV | 61114 | JM | 61104 |
| DW | 61109 | DW | 61104 | BM | 61109 |
| VW | 61109 | VW | 61109 | AN | 61104 |
| CW | 61101 | CW | 61101 | JN | 61108 |
| JW | 61115 | JW | 61115 | LN | 61114 |
| SW | 61108 | TX | 61109 | KN | 61114 |
| JW | 61115 | CZ | 61109 | CP | 61111 |
| TX | 61109 | | | BP | 61107 |
| CZ | 61109 | | | MP | 61107 |
| | | | | KP | 61109 |
| | | | | SP | 60901 |
| | | | | MP | 61080 |
| | | | | JP | 61103 |
| | | | | SR | 61108 |
| | | | | LR | 61108 |
| | | | | GR | 61107 |
| | | | | DR | 61109 |
| | | | | AR | 61109 |
| | | | | JR | 61103 |
| | | | | PS | 61104 |
| | | | | NS | 61108 |
| | | | | JS | 61111 |
| | | | | ES | 61108 |
| | | | | LS | 61108 |
| | | | | GS | 61107 |
| | | | | TS | 61103 |
| | | | | TS | 61101 |
| | | | | PS | 61108 |
| | | | | JS | 61114 |
| | | | | DS | 61107 |
| | | | | MS | 60419 |
| | | | | ST | 61016 |
| | | | | JT | 61104 |
| | | | | AV | 61108 |
| | | | | WV | 61114 |
| | | | | FV | 61114 |
| | | | | DW | 61109 |
| | | | | TW | 61115 |
| | | | | CW | 61101 |
| | | | | HW | 61108 |
| | | | | MW | 61111 |

Attachment 1
Historical Patient Utilization

| Roxbury Dialysis | | | | | |
|------------------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| | | | | TX | 61109 |
| | | | | JY | 60629 |
| | | | | CZ | 61114 |
| | | | | CZ | 61008 |

Attachment 1
Historical Patient Utilization

| Freeport Dialysis | | | |
|-------------------|----------|----------|----------|
| 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code |
| AE | 53511 | RC | 61032 |
| BC | 61032 | JC | 61032 |
| JC | 61032 | MG | 61032 |
| JC | 61032 | LH | 61032 |
| RB | 52404 | CI | 61032 |
| CG | 61032 | SI | 61032 |
| LF | 61032 | GJ | 61032 |
| MG | 61032 | PL | 61032 |
| JH | 61032 | RP | 61032 |
| GJ | 61088 | DR | 61050 |
| SK | 61046 | MS | 61047 |
| DK | 61046 | ET | 61032 |
| NL | 61032 | MW | 61032 |
| DR | 61050 | JW | 61032 |
| AS | 61032 | RC | 61032 |
| HC | 61032 | AG | 61062 |
| RC | 61032 | FG | 61085 |
| TC | 61032 | MG | 61032 |
| DE | 61032 | DG | 61032 |
| MG | 61032 | EH | 61285 |
| DG | 61032 | GJ | 61088 |
| RH | 61032 | DK | 61047 |
| LH | 61032 | NL | 61032 |
| EH | 61032 | KM | 61032 |
| CH | 61032 | MR | 61032 |
| CI | 61032 | DS | 61047 |
| SI | 61032 | MV | 61032 |
| GJ | 61032 | BW | 61078 |
| SK | 61032 | RB | 61032 |
| DK | 61032 | PL | 61032 |
| LL | 61032 | RP | 61032 |
| JR | 61060 | RR | 61032 |
| MR | 61032 | DS | 61032 |
| DS | 61032 | RT | 61088 |
| MS | 61047 | MV | 61032 |
| AL | 61032 | MW | 61032 |
| ET | 61032 | | |
| MV | 61032 | | |
| BW | 61078 | | |
| AG | 61062 | | |
| FD | 61085 | | |

Attachment 1
Historical Patient Utilization

| Driftwood Dialysis | | | |
|--------------------|----------|----------|----------|
| 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code |
| db | 61032 | ad | 61048 |
| gc | 61046 | re | 61048 |
| cd | 61032 | mg | 61032 |
| wg | 61046 | wh | 61032 |
| ch | 61032 | rh | 61032 |
| cj | 61032 | km | 61032 |
| yj | 61032 | gn | 61085 |
| jl | 61046 | mr | 61085 |
| fm | 61032 | ms | 61070 |
| sn | 61032 | ds | 61047 |
| bo | 61032 | bw | 61078 |
| hr | 61062 | | |
| lr | 61032 | | |
| js | 61032 | | |
| rt | 61032 | | |
| gw | 61010 | | |
| jb | 61032 | | |
| cg | 61032 | | |
| lg | 61032 | | |
| rj | 61032 | | |
| rl | 61048 | | |
| do | 61085 | | |
| ds | 61032 | | |
| rt | 61032 | | |
| gb | 61032 | | |
| lb | 61032 | | |
| cb | 61032 | | |
| pi | 61032 | | |
| kb | 61032 | | |
| tb | 61032 | | |
| mb | 61032 | | |
| bc | 61032 | | |
| rc | 61032 | | |
| ge | 61085 | | |
| cf | 61032 | | |
| rg | 61032 | | |
| jj | 61032 | | |
| ak | 61032 | | |
| rn | 61032 | | |
| kn | 61032 | | |
| cp | 61032 | | |

Attachment 1
Historical Patient Utilization

| Driftwood Dialysis | | | |
|--------------------|----------|----------|----------|
| 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code |
| wp | 61032 | | |
| rr | 61032 | | |
| kr | 61088 | | |
| rs | 61030 | | |
| sw | 61085 | | |

Attachment 1
Historical Patient Utilization

| Forest City Dialysis | | | | | |
|----------------------|----------|----------|----------|----------|----------|
| 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| AG | 61102 | DH | 61102 | JB | 61101 |
| DH | 61102 | JM | 61101 | AM | 61101 |
| AM | 61101 | FM | 61010 | JS | 61104 |
| FM | 61010 | MP | 61101 | DT | 61102 |
| ST | 61101 | PT | 61010 | EU | 61102 |
| SA | 61103 | YB | 61102 | WW | 61102 |
| CA | 61104 | RB | 61109 | NC | 61102 |
| AA | 61101 | FC | 61102 | | |
| EA | 61101 | CD | 61088 | | |
| CB | 61102 | JF | 61101 | | |
| JC | 61088 | DH | 61102 | | |
| LE | 61102 | | | | |
| PF | 61102 | | | | |
| NF | 61102 | | | | |
| DH | 61114 | | | | |
| BH | 61103 | | | | |
| TL | 61108 | | | | |
| HM | 61102 | | | | |
| MM | 61109 | | | | |
| RO | 61104 | | | | |
| LT | 61103 | | | | |
| DV | 61102 | | | | |
| WV | 61103 | | | | |
| FW | 61101 | | | | |

Attachment 1
Historical Patient Utilization

| Machesney Park Dialysis | | | | | | | |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| RP | 61108 | JS | 61103 | EA | 53511 | EA | 61115 |
| JS | 61103 | LT | 61103 | AA | 61073 | MP | 61111 |
| LT | 61103 | WG | 61111 | SC | 61111 | CM | 61115 |
| WG | 61111 | JG | 61111 | RE | 61115 | WH | 61073 |
| JG | 61111 | DS | 61111 | WG | 61073 | MM | 61115 |
| DS | 61111 | MT | 61111 | DG | 61111 | BH | 61111 |
| MT | 61111 | BW | 61111 | MH | 53511 | JS | 61073 |
| BW | 61111 | JW | 61111 | LM | 61073 | BL | 61080 |
| JW | 61111 | CW | 61111 | BM | 61115 | DD | 61115 |
| CW | 61111 | PB | 61115 | LM | 61115 | SL | 61072 |
| PB | 61115 | CD | 61115 | MM | 61115 | CT | 61115 |
| CD | 61115 | BE | 61115 | CM | 61115 | PA | 61080 |
| BE | 61115 | LG | 61115 | CP | 61111 | | |
| LG | 61115 | MG | 61115 | DS | 61111 | | |
| MG | 61115 | HH | 61115 | JS | 61080 | | |
| HH | 61115 | MH | 61115 | LT | 61103 | | |
| MH | 61115 | TL | 61115 | TT | 61111 | | |
| TL | 61115 | RM | 61115 | LW | 61111 | | |
| RM | 61115 | LM | 61115 | JW | 61115 | | |
| LM | 61115 | CM | 61115 | EB | 53585 | | |
| CM | 61115 | JH | 61011 | EB | 61073 | | |
| JH | 61011 | BH | 61073 | MJ | 61115 | | |
| BH | 61073 | AA | 61073 | KM | 61073 | | |
| AA | 61073 | LE | 61072 | TP | 61073 | | |
| LE | 61072 | DH | 61065 | RC | 61115 | | |
| DH | 61065 | TD | 61080 | JC | 61115 | | |
| TD | 61080 | JM | 61080 | TD | 61080 | | |
| JM | 61080 | LM | 61115 | CD | 61115 | | |
| DA | 61072 | JW | 61111 | JG | 61080 | | |
| | | MH | 53511 | JG | 61111 | | |
| | | AF | 61073 | LG | 61115 | | |
| | | PK | 61073 | MG | 61115 | | |
| | | CT | 61114 | HH | 61115 | | |
| | | RA | 61072 | JH | 61011 | | |
| | | DO | 61073 | BH | 61073 | | |
| | | GM | 61080 | SJ | 61108 | | |
| | | RC | 61115 | SL | 61072 | | |
| | | ER | 61101 | TL | 61115 | | |
| | | DA | 61115 | RM | 61115 | | |
| | | RE | 61115 | JM | 61080 | | |
| | | | | DO | 61073 | | |

Attachment 1
Historical Patient Utilization

| Machesney Park Dialysis | | | | | | | |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| | | | | CP | 61111 | | |
| | | | | MT | 61111 | | |
| | | | | CT | 61114 | | |
| | | | | CW | 61111 | | |
| | | | | RD | 61073 | | |
| | | | | RS | 61111 | | |
| | | | | KT | 61008 | | |
| | | | | TA | 61115 | | |
| | | | | AC | 61111 | | |
| | | | | LL | 61111 | | |
| | | | | KS | 61111 | | |
| | | | | BS | 61073 | | |
| | | | | JJ | 61115 | | |
| | | | | JM | 61072 | | |
| | | | | RS | 61072 | | |
| | | | | AM | 61115 | | |
| | | | | DR | 61115 | | |
| | | | | KA | 61111 | | |
| | | | | TP | 61080 | | |
| | | | | MH | 61115 | | |

Attachment 1
Historical Patient Utilization

| Belvidere Dialysis | | | | | | | |
|--------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| K.B | 61008 | D.A. | 61008 | DA | 61008 | LA | 61008 |
| E.F. | 61008 | K.A. | 61008 | RA | 61008 | FAP | 61008 |
| J.W. | 61008 | D.A. | 61008 | LB | 61008 | LC | 61008 |
| D.A. | 61008 | M.B. | 61065 | JC | 61008 | JD | 61008 |
| D.A. | 61008 | K.B | 61008 | LC | 61008 | RK | 61008 |
| M.B. | 61065 | K.B | 61008 | AC | 61008 | RK | 61038 |
| K.B | 61008 | j.B | 61008 | PG | 61008 | JK | 61012 |
| J.C. | 61008 | J.C. | 61008 | LG | 61008 | MN | 61008 |
| A.C. | 61008 | A.C. | 61008 | JG | 61008 | IT | 61008 |
| L.G. | 61008 | E.F. | 61008 | FH | 61008 | KT | 61008 |
| J.G. | 61008 | L.G. | 61008 | GH | 61008 | | |
| B.H. | 61008 | F.H. | 61008 | ALM | 61008 | | |
| F.H. | 61008 | C.J. | 61108 | MM | 61008 | | |
| A.L. | 61065 | A.L. | 61065 | AM | 61008 | | |
| L.L. | 61008 | L.L. | 61012 | MM | 61008 | | |
| M.M | 61008 | L.L. | 61008 | NM | 61008 | | |
| A.M. | 61008 | M.M | 61008 | RM | 61008 | | |
| R.M. | 61008 | M.M. | 61008 | AP | 61065 | | |
| G.P. | 61108 | R.M. | 61008 | RS | 61008 | | |
| F.P. | 61008 | G.P. | 61108 | DS | 61008 | | |
| T.R. | 61008 | F.P. | 61008 | AS | 61008 | | |
| T.S. | 61008 | T.R. | 61008 | CT | 61008 | | |
| D.S. | 61065 | R.S. | 61065 | CT | 61008 | | |
| D.S. | 61008 | T.S. | 61008 | CV | 61008 | | |
| A.S. | 61008 | D.S. | 61065 | JY | 61108 | | |
| D.T. | 61008 | D.T. | 61008 | CZA | 61008 | | |
| C.T. | 61008 | S.T. | 60051 | MZ | 61008 | | |
| C.T. | 61008 | C.T. | 61008 | KA | 61111 | | |
| E.W. | 61008 | E.W. | 61008 | DA | 61103 | | |
| K.Z. | 61008 | J.W. | 61008 | AB | 61008 | | |
| S.T. | 60051 | J.Y. | 61108 | JF | 61065 | | |
| M.M. | 61008 | S.A | 61103 | EG | 61008 | | |
| R.S. | 61065 | R.B. | 61008 | RG | 61008 | | |
| A.B. | 61008 | S.R. | 61008 | CH | 61065 | | |
| C.J. | 61108 | E.D. | 61111 | BH | 61103 | | |
| S.A | 61103 | A.S | 61008 | MM | 61111 | | |
| j.B | 61008 | C.T. | 61008 | GN | 34601 | | |
| B.M. | 61008 | G.H. | 61008 | FP | 61008 | | |
| J.Y. | 61108 | R.A. | 61008 | BR | 61008 | | |
| B.D. | 61104 | A.B. | 61008 | DR | 61008 | | |
| J.K. | 61008 | R.G. | 61008 | TS | 61008 | | |

Attachment 1
Historical Patient Utilization

| Belvidere Dialysis | | | | | | | |
|--------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| L.L. | 61012 | K.R. | 61109 | KV | 48004 | | |
| | | M. J | 90250 | EW | 61008 | | |
| | | N.M. | 61008 | KW | 61008 | | |
| | | A.P. | 61065 | RS | 61065 | | |
| | | T.K. | 29680 | DS | 61008 | | |
| | | B.K. | 32163 | BT | 61065 | | |
| | | R.S. | 61008 | PV | 61008 | | |

Attachment 1
Historical Patient Utilization

| Churchview Dialysis | | | | | |
|---------------------|-------|------|-------|------|-------|
| 2016 | | 2017 | | 2018 | |
| DA | 61108 | PA | 61108 | MA | 61108 |
| DA | 61072 | AA | 61101 | JA | 61109 |
| AA | 61101 | BA | 61107 | DA | 61109 |
| CA | 61107 | JA | 61114 | RB | 61108 |
| JA | 61114 | KA | 61108 | TB | 61107 |
| MA | 61108 | MA | 61008 | MB | 61111 |
| MA | 61108 | DA | 61109 | MC | 61108 |
| PA | 61111 | PA | 61111 | BC | 61109 |
| KA | 61108 | TB | 60119 | MC | 61107 |
| DA | 61108 | RB | 61108 | JC | 61103 |
| MB | 61065 | TB | 61107 | WC | 61109 |
| PB | 61115 | RB | 61108 | FM | 61107 |
| TB | 61109 | MB | 61080 | LE | 61114 |
| RB | 61111 | MB | 61111 | CF | 61103 |
| RB | 61108 | SC | 61111 | LF | 61114 |
| LB | 61104 | IC | 61101 | CG | 61111 |
| TB | 61107 | DC | 61108 | TG | 61114 |
| MB | 61080 | MC | 61108 | BH | 61103 |
| MB | 61111 | BC | 61109 | JV | 61108 |
| MC | 61108 | RC | 60140 | EH | 61108 |
| SC | 61115 | DC | 61103 | BH | 61101 |
| SC | 61111 | WC | 61109 | RH | 61108 |
| JC | 61101 | RC | 61109 | SH | 61104 |
| RC | 61108 | FC | 61107 | AI | 61108 |
| DC | 61104 | DD | 61020 | TJ | 61114 |
| DC | 61108 | ID | 61115 | DJ | 61115 |
| BC | 61109 | CD | 61107 | EJ | 61107 |
| DC | 61109 | NE | 61104 | DJ | 61107 |
| WC | 61108 | CF | 61103 | MJ | 61104 |
| AC | 61109 | CF | 61109 | BJ | 61111 |
| RC | 61107 | TF | 61101 | YJ | 61109 |
| FC | 61109 | JF | 61008 | IJ | 60033 |
| SD | 61073 | CG | 61111 | AK | 61104 |
| MD | 61115 | AG | 61102 | RK | 61008 |
| MD, | 61106 | HG | 61102 | ML | 61103 |
| CD | 61102 | TG | 61115 | TL | 61108 |
| TD | 61115 | DH | 61114 | DL | 61114 |
| ID | 61107 | GH | 61114 | ML | 61108 |
| CD | 61065 | EH | 61111 | DL | 61114 |
| RD | 61115 | LH | 61108 | JM | 61107 |
| BD | 61072 | HH | 61101 | WM | 61125 |

Attachment 1
Historical Patient Utilization

| Churchview Dialysis | | | | | |
|---------------------|-------|------|-------|------|-------|
| 2016 | | 2017 | | 2018 | |
| LE | 61108 | BH | 61109 | DM | 61111 |
| RE | 61104 | CH | 61101 | DN | 61104 |
| NE | 61103 | SH | 61102 | EN | 61114 |
| CF | 61109 | DH | 61065 | LO | 61108 |
| CF | 61109 | AI | 61108 | JO | 61108 |
| SF | 61012 | MJ | 34480 | KO | 61104 |
| EF | 61108 | TJ | 61114 | AP | 61114 |
| TF | 61101 | DJ | 61115 | JP | 61104 |
| JF | 61108 | RJ | 61103 | JR | 61065 |
| LF | 61102 | 131 | 61111 | LR | 61016 |
| TF | 61016 | DJ | 61107 | KR | 61109 |
| CF | 61111 | EJ | 61107 | NR | 61008 |
| AF | 61102 | YJ | 61109 | FS | 61104 |
| WF | 61073 | AK | 61104 | LSD | 61104 |
| LG | 61008 | PK | 61103 | PS | 61108 |
| EG | 61111 | AK | 61020 | RS | 61101 |
| TG | 61114 | SL | 21229 | KS | 61109 |
| EG | 61102 | DL | 61114 | CS | 61109 |
| LG | 61115 | ML | 61108 | LT | 61114 |
| DH | 61115 | DL | 61114 | ET | 61103 |
| FH | 61115 | FC | 61108 | JV | 61109 |
| KH | 61008 | JM | 61109 | SV | 61111 |
| GH | 61101 | AM | 61109 | DW | 61108 |
| JH | 61111 | GM | 61062 | EW | 61109 |
| LH | 61109 | CM | 61102 | DW | 61016 |
| HH | 61101 | WM | 61125 | TW | 61116 |
| BH | 61102 | SM | 61102 | MW | 61104 |
| CH | 61104 | HM | 61102 | RZ | 61109 |
| SH | 61107 | RM | 61073 | AA | 61101 |
| DH | 61065 | MM | 61115 | PA | 61111 |
| DH | 61108 | DM | 61111 | DA | 61103 |
| AI | 61114 | RM | 61114 | EB | 61108 |
| TJ | 61115 | JM | 61107 | NE | 61104 |
| DJ | 61107 | GM | 61047 | CF | 61109 |
| DJ | 61107 | RN | 61073 | JG | 61080 |
| EJ | 61108 | DN | 61104 | AG | 61114 |
| CJ | 61109 | EN | 61114 | DG | 61008 |
| YJ | 61073 | JO | 61108 | VH | 61008 |
| PK | 61104 | KO | 61104 | BH | 61101 |
| AK | 61103 | DP | 61114 | DH | 61103 |
| PK | 61114 | AP | 61065 | CK | 61109 |
| BK | 61020 | EP | 61102 | JK | 61107 |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Churchview Dialysis | | | | | |
|---------------------|-------|------|-------|------|-------|
| 2016 | | 2017 | | 2018 | |
| JK | 61065 | JP | 61111 | SK | 61107 |
| FL | 61115 | JP | 61111 | AM | 61115 |
| DL | 60178 | AP | 61114 | LP | 61107 |
| DL | 61111 | EP | 61065 | MP | 61107 |
| SL | 61065 | JP | 61104 | MP | 61108 |
| AL | 61115 | CP | 61111 | DS | 61011 |
| DL | 61115 | AP | 61107 | RS | 61008 |
| LL | 61108 | DR | 61115 | CT | 61104 |
| ML | 61108 | AR | 61109 | BT | 61114 |
| DL | 61114 | MR | 61107 | WW | 61101 |
| FM | 61108 | MR | 61109 | CW | 61008 |
| JM | 61109 | CR | 61107 | | |
| AM | 61109 | JR | 61065 | | |
| GM | 61062 | KR | 61109 | | |
| MM | 61008 | AS | 61103 | | |
| CM | 61102 | FS | 61104 | | |
| WM | 61125 | JS | 61073 | | |
| HM | 61102 | LS | 61104 | | |
| SM | 61108 | MS | 61108 | | |
| LM | 61115 | KS | 61073 | | |
| JM | 61080 | DS | 61109 | | |
| SM | 61008 | RS | 61101 | | |
| BM | 61108 | PS | 61114 | | |
| JM | 61107 | CS | 61109 | | |
| GM | 61047 | DS | 61107 | | |
| AN | 61111 | AS | 61008 | | |
| RN | 61073 | RT | 61009 | | |
| DN | 61104 | ET | 61103 | | |
| JO | 61114 | MT | 61008 | | |
| EO | 61101 | CT | 61108 | | |
| WO | 61108 | JT | 61111 | | |
| RO | 61111 | SV | 61103 | | |
| DP | 61107 | WV | 61108 | | |
| AP | 61114 | DW | 61111 | | |
| EP | 61065 | JW | 61109 | | |
| JP | 61102 | RW | 61016 | | |
| JP | 61111 | DW | 61116 | | |
| AP | 61111 | TW | 61108 | | |
| MP | 61114 | AW | 60192 | | |
| RP | 61008 | BY | 61109 | | |
| EP | 61008 | RZ | 61108 | | |
| JP | 61065 | | | | |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Churchview Dialysis | | | | | |
|---------------------|-------|------|--|------|--|
| 2016 | | 2017 | | 2018 | |
| CP | 61104 | | | | |
| AP | 61111 | | | | |
| RP | 61107 | | | | |
| FP | 61107 | | | | |
| AR | 61107 | | | | |
| MR | 61108 | | | | |
| CR | 61109 | | | | |
| JR | 61109 | | | | |
| KR | 61107 | | | | |
| AS | 61065 | | | | |
| FS | 61088 | | | | |
| JS | 61103 | | | | |
| LS | 61104 | | | | |
| MS | 61073 | | | | |
| DS | 61104 | | | | |
| KS | 61108 | | | | |
| MS | 61111 | | | | |
| DS | 61073 | | | | |
| KS | 61107 | | | | |
| PS | 61109 | | | | |
| DS | 61109 | | | | |
| JS | 61114 | | | | |
| DS | 60175 | | | | |
| CS | 61107 | | | | |
| JS | 61065 | | | | |
| LS | 61109 | | | | |
| AS | 61080 | | | | |
| RS | 61103 | | | | |
| DT | 61008 | | | | |
| MT | 61111 | | | | |
| RT | 61071 | | | | |
| MT | 61111 | | | | |
| ET | 61109 | | | | |
| DT | 61111 | | | | |
| MT | 61103 | | | | |
| CT | 61115 | | | | |
| RT | 61103 | | | | |
| JV | 61108 | | | | |
| MV | 61109 | | | | |
| SV | 61111 | | | | |
| DW | 61108 | | | | |

Attachment 1
Historical Patient Utilization

| Churchview Dialysis | | | | | |
|---------------------|-------|------|--|------|--|
| 2016 | | 2017 | | 2018 | |
| MW | 61108 | | | | |
| JW | 61111 | | | | |
| RW | 61109 | | | | |
| DW | 61107 | | | | |
| TW | 61016 | | | | |
| MW | 61116 | | | | |
| AW | 61104 | | | | |
| BY | 61108 | | | | |
| JY | 60192 | | | | |
| KZ | 61108 | | | | |

Attachment 1
Historical Patient Utilization

| Dixon Kidney Center | | | | | |
|---------------------|----------|----------|----------|----------|----------|
| 2016 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| RA | 61021 | RA | 61021 | RA | 61021 |
| DB | 61021 | KB | 61021 | KB | 61021 |
| JB | 61021 | MB | 61021 | MB | 61021 |
| SB | 61310 | MB | 61068 | MB | 61068 |
| KB | 61021 | JC | 61021 | JC | 61021 |
| KC | 61021 | JC | 61061 | JC | 61061 |
| LC | 61064 | FD | 61378 | FD | 61378 |
| JF | 61021 | JF | 61021 | JF | 61021 |
| RF | 61021 | WF | 61310 | WF | 61310 |
| LJ | 61021 | HG | 61021 | HG | 61021 |
| SJ | 61021 | SH | 61021 | SH | 61021 |
| JK | 61068 | KH | 61021 | KH | 61021 |
| DM | 61021 | DH | 61031 | DH | 61031 |
| RM | 61021 | WL | 61021 | WL | 61021 |
| FM | 61021 | LO | 61021 | LO | 61021 |
| GO | 61021 | LA | 61021 | MB | 61021 |
| JP | 61021 | HB | 61068 | HB | 61068 |
| GP | 61054 | CD | 61342 | JB | 61021 |
| KP | 61021 | CD | 61021 | CD | 61021 |
| RR | 61021 | AD | 61021 | CM | 61061 |
| RS | 61061 | WF | 61021 | JU | 61318 |
| LT | 61064 | SF | 61021 | SF | 61021 |
| SV | 61021 | DF | 61021 | DF | 61021 |
| BW | 61021 | SK | 61021 | JK | 61068 |
| NY | 61021 | PK | 61021 | WL | 61021 |
| RC | 61021 | GK | 61061 | LO | 61021 |
| DS | 61367 | YK | 61061 | RM | 61021 |
| LA | 61021 | JK | 61068 | TM | 61021 |
| JC | 61006 | WL | 61021 | VM | 61071 |
| CD | 61021 | LO | 61021 | MM | 61068 |
| EP | 61021 | BM | 61021 | JP | 61064 |
| JW | 61061 | GM | 61071 | AS | 61310 |
| | | RM | 61021 | DS | 61021 |
| | | TM | 61021 | MS | 61021 |
| | | VM | 61071 | DS | 61021 |
| | | CM | 61081 | DS | 61054 |
| | | MM | 61068 | SV | 61021 |
| | | NN | 61021 | JW | 61061 |
| | | JP | 61021 | | |
| | | KP | 61021 | | |
| | | JP | 61064 | | |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Dixon Kidney Center | | | | | |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 2016 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| | | RS | 61061 | | |
| | | AS | 61310 | | |
| | | DS | 61021 | | |
| | | MS | 61021 | | |
| | | DS | 61021 | | |
| | | DS | 61054 | | |
| | | SV | 61021 | | |
| | | JW | 61061 | | |

Attachment 1
Historical Patient Utilization

| Timbercreek Dialysis | | | | | | | |
|----------------------|----------|----------|----------|----------|----------|----------|----------|
| 2016 | | 2017 | | 2018 | | Q2 2019 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| JB | 61068 | FA | 60115 | AF | 60115 | BC | 60115 |
| RM | 61068 | EA | 60115 | BZ | 60115 | DK | 60520 |
| FA | 60115 | CB | 60113 | BJ | 60115 | ED | 60115 |
| EA | 60115 | JB | 61068 | BJ | 61068 | MA | 60115 |
| HB | 60620 | HB | 60620 | BT | 60115 | MR | 60530 |
| JB | 60115 | JB | 60115 | BJ | 60115 | ML | 61068 |
| LC | 60115 | LC | 60115 | BC | 60115 | NW | 61068 |
| KD | 60520 | KD | 60520 | BC | 60115 | PA | 60115 |
| RE | 60115 | JL | 60115 | BB | 60115 | RJ | 61068 |
| JG | 60115 | MM | 60550 | CO | 60115 | RC | 60113 |
| JL | 60115 | RM | 61068 | CS | 60174 | | |
| EL | 60115 | CM | 60115 | GM | 60115 | | |
| CM | 60115 | RM | 60115 | LS | 61068 | | |
| RM | 60115 | GR | 60115 | MR | 61068 | | |
| GR | 60115 | KS | 60115 | MW | 61068 | | |
| MM | 60550 | AT | 60115 | MR | 60115 | | |
| KS | 60115 | KT | 60115 | NI | 60115 | | |
| AT | 60115 | GW | 60115 | NG | 60115 | | |
| KT | 60115 | MW | 60115 | RJ | 60150 | | |
| GW | 60115 | CW | 60115 | RR | 60178 | | |
| MW | 60116 | MW | 60115 | SK | 60115 | | |
| CW | 60115 | EW | 60115 | TA | 60115 | | |
| MW | 60115 | JW | 60115 | UJ | 61318 | | |
| EW | 60115 | DW | 60115 | WG | 60115 | | |
| JW | 60115 | KW | 60115 | WC | 60115 | | |
| DW | 60115 | JB | 60115 | WM | 60115 | | |
| KW | 60115 | WM | 61068 | WE | 60115 | | |
| | | .IM | 61068 | WJ | 60115 | | |
| | | IN | 60115 | WA | 60620 | | |
| | | GN | 60115 | ZB | 60115 | | |
| | | CT | 61068 | | | | |
| | | JU | 61318 | | | | |
| | | HB | 61068 | | | | |
| | | SL | 61068 | | | | |
| | | NR | 60115 | | | | |

Attachment 1
Historical Patient Utilization

| Sycamore Dialysis | | | | | | | |
|-------------------|----------|----------|----------|----------|-----------|----------|-----------|
| 2016 | | 2017 | | 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| PA | 60115 | AC | 60135 | SA | 61068-971 | MM | 60112-411 |
| TB | 60115 | PA | 60115 | CA | 60135 | DM | 60109 |
| TB | 60119 | TB | 60119 | DA | 60140-062 | SM | 60146-884 |
| JB | 60178 | LC | 61068 | LA | 60115-105 | LM | 60178-131 |
| DB | 61270 | RC | 60115 | FB | 60115-829 | JO | 60178-894 |
| LC | 61068 | RC | 60115 | GB | 60115 | PP | 60115 |
| RC | 60115 | DE | 55426 | LB | 60178 | CP | 60112-410 |
| PD | 60115 | JF | 60115 | TB | 60115-392 | CP | 60135-133 |
| DE | 55426 | JG | 60115 | JB | 60178-204 | DP | 60135-118 |
| PF | 60178 | JK | 61068 | BB | 60115-340 | DR | 61068-173 |
| BG | 60102 | PL | 60178 | PB | 60135-124 | JR | 60145 |
| LJ | 60178 | CL | 60115 | JB | 60178-953 | SC | 60178 |
| RK | 60178 | DM | 33596 | KB | 60115-580 | PS | 60556-034 |
| JK | 61068 | BM | 76020 | BB | 60178-161 | WS | 60145-826 |
| JM | 78059 | MM | 61068 | EC | 60115 | DS | 60178-212 |
| BM | 60112 | GN | 60115 | LC | 61068 | RT | 60115 |
| MM | 61068 | PR | 52761 | TC | 60135-104 | VT | 60178-301 |
| MP | 60140 | MR | 94015 | RC | 60115-190 | RT | 60115-234 |
| PR | 52761 | DR | 61068 | SC | 60150-034 | JV | 60178-222 |
| DR | 61068 | GS | 60115 | RC | 60178-886 | AV | 60115-190 |
| PS | 61068 | TS | 60115 | ED | 60115-134 | RV | 60112-412 |
| DS | 60178 | RS | 6095 | RF | 61052 | OW | 60115 |
| GS | 60115 | RT | 60115 | JF | 60150-953 | CW | 60178-327 |
| DS | 60178 | JT | 54812 | SF | 60150-953 | WW | 60178-191 |
| RT | 60115 | SZ | 60178 | LF | 60135-144 | DB | 60115-265 |
| VT | 60178 | LA | 60178 | RG | 60135-792 | SF | 60115-189 |
| SZ | 60178 | LB | 60178 | JG | 60115-533 | SK | 60135-108 |
| LA | 60178 | BB | 60115 | AH | 60115-111 | JL | 60178-224 |
| LB | 60178 | PB | 60135 | AH | 60538-770 | RR | 60112-419 |
| BB | 60115 | KB | 60115 | JJ | 60115-582 | MR | 61068-934 |
| PB | 60135 | BB | 60178 | SJ | 60178-291 | LS | 60115-233 |
| KB | 60115 | JF | 60150 | BK | 60178-274 | NS | 60178-325 |
| BB | 60178 | SF | 60150 | LK | 60115-246 | DT | 60135-111 |
| JF | 60150 | AH | 60115 | DK | 60115-192 | JT | 60178-900 |
| SF | 60150 | HH | 60115 | JK | 61068-214 | SW | 61068-924 |
| AH | 60115 | U | 60178 | RL | 60178 | | |
| HH | 60115 | SJ | 60178 | CL | 60115-212 | | |
| U | 60178 | DK | 60115 | EM | 60115 | | |
| SJ | 60178 | RL | 60178 | JM | 60115 | | |
| DK | 60115 | GM | 60178 | AM | 60115-265 | | |
| RL | 60178 | MM | 60178 | MM | 60178-271 | | |

Attachment 1
Historical Patient Utilization

| Sycamore Dialysis | | | | | | | |
|-------------------|----------|----------|----------|----------|-----------|----------|----------|
| 2016 | | 2017 | | 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code | Initials | Zip Code | Initials | Zip Code |
| GM | 60178 | JM | 60178 | JM | 60178-280 | | |
| JM | 60178 | TM | 60178 | TM | 60178-275 | | |
| TM | 60178 | SM | 60146 | MM | 61068-204 | | |
| SM | 60146 | JO | 60178 | MM | 60112-411 | | |
| JO | 60178 | PP | 60178 | DM | 60109 | | |
| PP | 60178 | DS | 60178 | SM | 60146-884 | | |
| DS | 60178 | RT | 60115 | LM | 60178-131 | | |
| RT | 60115 | RT | 60115 | JO | 60178-894 | | |
| RT | 60115 | | | PP | 60115 | | |
| | | | | CP | 60112-410 | | |
| | | | | CP | 60135-133 | | |
| | | | | DP | 60135-118 | | |
| | | | | DR | 61068-173 | | |
| | | | | JR | 60145 | | |
| | | | | SC | 60178 | | |
| | | | | PS | 60556-034 | | |
| | | | | WS | 60145-826 | | |
| | | | | DS | 60178-212 | | |
| | | | | RT | 60115 | | |
| | | | | VT | 60178-301 | | |
| | | | | RT | 60115-234 | | |
| | | | | JV | 60178-222 | | |
| | | | | AV | 60115-190 | | |
| | | | | RV | 60112-412 | | |
| | | | | OW | 60115 | | |
| | | | | CW | 60178-327 | | |
| | | | | WW | 60178-191 | | |

Attachment 1
Historical Patient Utilization

| Whiteside Dialysis | | | |
|--------------------|----------|----------|----------|
| 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code |
| LB | 61071 | RA | 61071 |
| WB | 61277 | BA | 61081 |
| RB | 61081 | DB | 61081 |
| LB | 60134 | LB | 61071 |
| KB | 61071 | VB | 61071 |
| DB | 61014 | LB | 61277 |
| FC | 61081 | SB | 61071 |
| LC | 61081 | OB | 61081 |
| DC | 61061 | DB | 61081 |
| DH | 61081 | TB | 61071 |
| PH | 61071 | DB | 61014 |
| RH | 61081 | JB | 61071 |
| SH | 61081 | SC | 61081 |
| TJ | 61081 | SC | 61081 |
| PK | 61081 | JC | 61261 |
| BL | 61071 | FC | 61081 |
| RL | 61081 | DC | 61081 |
| GM | 61071 | DF | 61071 |
| VM | 61071 | SG | 61081 |
| AR | 61081 | DH | 61081 |
| FR | 61081 | JT | 61071 |
| RS | 61081 | MH | 61071 |
| RS | 61081 | PH | 61071 |
| DS | 61081 | RH | 61081 |
| RS | 61081 | KH | 61071 |
| DS | 61376 | TJ | 61081 |
| WT | 61081 | YK | 61081 |
| DU | 61270 | BK | 61081 |
| RV | 61081 | SL | 61081 |
| SH | 61081 | DL | 61071 |
| BL | 61071 | HM | 61252 |
| DS | 61081 | GM | 61071 |
| DS | 61081 | SM | 61285 |
| JB | 61081 | JM | 61081 |
| LC | 61081 | VM | 61081 |
| RF | 61081 | DN | 61081 |
| BF | 61081 | HN | 61270 |
| DF | 61071 | CN | 61071 |
| BL | 61071 | CP | 61270 |
| KM | 61081 | BP | 61081 |
| KP | 61081 | AR | 61081 |

Appendix - 1

Attachment 1
Historical Patient Utilization

| Whiteside Dialysis | | | |
|---------------------------|-----------------|-----------------|-----------------|
| 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code |
| RR | 61074 | SR | 61071 |
| FR | 61081 | RS | 61081 |
| WT | 61071 | RS | 61081 |
| SW | 61081 | GS | 61071 |
| | | JS | 61081 |
| | | BS | 61081 |
| | | BS | 61081 |
| | | FS | 61081 |
| | | RS | 61081 |
| | | JS | 61081 |
| | | TT | 61071 |
| | | GT | 61081 |
| | | DU | 61270 |
| | | RV | 61081 |
| | | EV | 61081 |
| | | CW | 61071 |
| | | RZ | 61081 |
| | | OB | 61081 |
| | | TB | 61071 |
| | | JB | 61071 |
| | | DF | 61071 |
| | | GM | 61071 |
| | | JM | 61081 |
| | | AR | 61081 |
| | | BS | 61081 |
| | | GT | 61081 |
| | | SW | 61081 |

Rockford

Attachment 2
New Patients

| ICHD Facility #1 | | | |
|------------------|----------|----------|----------|
| New since 8-17 | | | |
| Initials | Zip Code | Initials | Zip Code |
| GA | 61072 | MP | 61103 |
| LA | 53704 | CP | 61101 |
| JA | | JP | 61103 |
| CB | 61024 | RR | 61101 |
| CB | 61101 | PR | 61108 |
| EB | 61103 | KR | 60124 |
| JB | 61102 | DS | 60175 |
| LB | 61102 | LV | 61103 |
| RB | 61101 | DV | 61102 |
| MB | 61104 | AV | 61104 |
| RB | 61101 | WW | 61101 |
| JC | 61115 | FW | 61102 |
| JC | 61102 | FW | 61101 |
| TF | 61103 | KW | 61104 |
| KG | 53563 | | |
| NH | 61101 | | |
| BH | 61101 | | |
| CJ | 61103 | | |
| TJ | 61101 | | |
| RJ | 61103 | | |
| PJ | 61101 | | |
| PL | 61103 | | |
| AL | 61102 | | |
| RL | 61102 | | |
| DL | 61109 | | |
| TM | 61101 | | |
| RM | 61107 | | |
| DM | 61111 | | |
| AM | 61101 | | |
| RN | 61109 | | |
| RO | 61104 | | |
| | | | |

RS
N
N
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N

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RS

Attachment 2
New Patients

| Roxbury Dialysis | |
|------------------|----------|
| 2019 Q2 | |
| Initials | Zip Code |
| AA | 61108 |
| JA | 61107 |
| VB | 61109 |
| RB | 61107 |
| MB | 61104 |
| DC | 61108 |
| DE | 61104 |
| JE | 61109 |
| EG | 61008 |
| JG | 61108 |
| DH | 60004 |
| SH | 61021 |
| JK | 61107 |
| KK | 61104 |
| QL | 61101 |
| MM | 61108 |
| MM | 61103 |
| JP | 61114 |
| CR | 61107 |
| CS | 61111 |
| CS | 61107 |
| GS | 61107 |
| BT | 61114 |
| CS | 61108 |
| AT | 61108 |
| LU | 61104 |
| LV | 61103 |
| HW | 61111 |
| MW | 61107 |
| | |

Appendix - 1

[illegible]

Machesney Park

Attachment 2 New Patients

| ICHD Facility #1 | | | |
|------------------|----------|--|--|
| Since 8/2017 | | | |
| Initials | Zip Code | | |
| DA | 61115 | | |
| RE | 61115 | | |
| SC | 61111 | | |
| JC | 61115 | | |
| DH | 61065 | | |
| MM | 61115 | | |
| CP | 61111 | | |
| TT | 61111 | | |
| DG | 61111 | | |
| JW | 61115 | | |
| ES | 61115 | | |
| LW | 61111 | | |
| LM | 61103 | | |
| EB | 53585 | | |
| KM | 61073 | | |
| TP | 61073 | | |
| MJ | 61115 | | |
| EB | 61073 | | |
| RS | 61111 | | |
| RD | 61073 | | |
| RC | 61115 | | |
| KT | 61115 | | |
| TA | 61115 | | |
| AC | 61111 | | |
| LL | 61111 | | |
| BS | 61073 | | |
| KS | 61111 | | |
| JJ | 61115 | | |
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New patients that have started f

visitor
visitor

Church view

Attachment 2
New Patients

[illegible]

Attachment 2
New Patients

| DIXON KIDNEY CENTER | | | |
|---------------------|----------|----------|----------|
| 2018 | | 2019 Q2 | |
| Initials | Zip Code | Initials | Zip Code |
| MB | 61021 | MB | 61021 |
| MB | 61068 | JB | 61021 |
| JC | 61061 | CM | 61061 |
| FD | 61378 | JU | 61021 |
| WF | 61021 | | |
| WF | 61310 | | |
| HG | 61021 | | |
| SH | 61021 | | |
| KH | 61021 | | |
| DH | 61031 | | |
| GK | 61310 | | |
| WL | 61021 | | |
| LO | 61021 | | |
| NN | 61021 | | |
| JP | 61064 | | |
| RS | 61061 | | |
| AS | 61310 | | |
| DS | 61021 | | |
| MS | 61021 | | |
| | | | |

Sycamore

Attachment 2
New Patients

| ICHD Facility #1 | | | |
|------------------|----------|--|--|
| 8/2017 YTD | | | |
| Initials | Zip Code | | |
| SA | 61068 | | |
| CA | 60135 | | |
| DA | 60112 | | |
| JB | 60178 | | |
| JB | 60115 | | |
| SC | 60150 | | |
| RC | 60115 | | |
| RF | 61114 | | |
| JF | 60115 | | |
| HG | 60115 | | |
| AH | 60538 | | |
| JJ | 60115 | | |
| JK | 61068 | | |
| PL | 60178 | | |
| CL | 60115 | | |
| MM | 61068 | | |
| TB | 60115 | | |
| MR | 94015 | | |
| DR | 61068 | | |
| TS | 60115 | | |
| RS | 6095 | | |
| VT | 60115 | | |
| AV | 60115 | | |
| KW | 60115 | | |
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[illegible]

Attachment - 3

| Zip Code | Patients |
|-------------|----------|
| 61014 | 1 |
| 61018 | 1 |
| 61019 | 1 |
| 61024 | 2 |
| 61032 | 3 |
| 61051 | 1 |
| 61053 | 1 |
| 61054 | 2 |
| 61061 | 6 |
| 61088 | 6 |
| Total | 24 |

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

| INDEX OF ATTACHMENTS | | |
|----------------------|--|---------|
| ATTACHMENT NO. | | PAGES |
| 1 | Applicant Identification including Certificate of Good Standing | 28-30 |
| 2 | Site Ownership | 31-73 |
| 3 | Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. | 74-75 |
| 4 | Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc. | 76-77 |
| 5 | Flood Plain Requirements | 78-79 |
| 6 | Historic Preservation Act Requirements | 80-81 |
| 7 | Project and Sources of Funds Itemization | 82 |
| 8 | Financial Commitment Document if required | 83 |
| 9 | Cost Space Requirements | 85 |
| 10 | Discontinuation | |
| 11 | Background of the Applicant | 86-99 |
| 12 | Purpose of the Project | 100-102 |
| 13 | Alternatives to the Project | 103 |
| 14 | Size of the Project | 104 |
| 15 | Project Service Utilization | 105 |
| 16 | Unfinished or Shell Space | 106 |
| 17 | Assurances for Unfinished/Shell Space | 107 |
| | Service Specific: | |
| 18 | Medical Surgical Pediatrics, Obstetrics, ICU | |
| 19 | Comprehensive Physical Rehabilitation | |
| 20 | Acute Mental Illness | |
| 21 | Open Heart Surgery | |
| 22 | Cardiac Catheterization | |
| 23 | In-Center Hemodialysis | 108-127 |
| 24 | Non-Hospital Based Ambulatory Surgery | |
| 25 | Selected Organ Transplantation | |
| 26 | Kidney Transplantation | |
| 27 | Subacute Care Hospital Model | |
| 28 | Community-Based Residential Rehabilitation Center | |
| 29 | Long Term Acute Care Hospital | |
| 30 | Clinical Service Areas Other than Categories of Service | |
| 31 | Freestanding Emergency Center Medical Services | |
| 32 | Birth Center | |
| | Financial and Economic Feasibility: | |
| 33 | Availability of Funds | 128-170 |
| 34 | Financial Waiver | 171 |
| 35 | Financial Viability | |
| 36 | Economic Feasibility | 172-178 |
| 37 | Safety Net Impact Statement | 179 |
| 38 | Charity Care Information | 180 |
| Appendix 1 | Physician Referral Letter | 181-224 |

**ORIGINAL**

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819.1900

October 15, 2019

Anne M. Cooper
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(312) 819-1910 fax
acooper@polsinelli.com

FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: Application for Permit – Driftwood Dialysis

Dear Mr. Constantino:

I am writing on behalf of DaVita Inc., Total Renal Care, Inc. and Freeportbay Dialysis, LLC (collectively, "DaVita") to submit the attached Application for Permit for a one-station expansion (for a total of twelve stations) to its existing dialysis facility in Freeport, Illinois. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information; and
5. Physician Referral Letter.

Thank you for your time and consideration of DaVita's application for permit. If you have any questions or need any additional information to complete your review of the DaVita's application for permit, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Anne M. Cooper'.

Anne M. Cooper

Attachments

polsinelli.com

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Nashville New York Phoenix
St. Louis San Francisco Silicon Valley Washington, D.C. Wilmington

Polsinelli LLP in California 708.344.9731