

**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: Illini Renal Dialysis		
Street Address: 1004 West Anthony Drive		
City and Zip Code: Champaign, Illinois 61821		
County: Champaign	Health Service Area: 4	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 80201
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Drive,
Registered Agent City and Zip Code: Springfield, Illinois 62703
Name of Chief Executive Officer: Javier J. Rodriguez
Street Address: 2000 16 th Street
City and Zip Code: Denver, Colorado 80201
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 60606-1599
Telephone Number: 312-873-3639
E-mail Address: acooper@polsinelli.com
Fax Number:

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

Name: Regina Cox
Title: Regional Operations Director
Company Name: DaVita Inc.
Address: 6051 Development Drive, Charleston, Illinois 61920
Telephone Number: 217-273-9906
E-mail Address: Regina.Cox@davita.com
Fax Number:

Facility/Project Identification

Facility Name: Illini Renal Dialysis		
Street Address: 1004 West Anthony Drive		
City and Zip Code: Champaign, Illinois 61821		
County: Champaign	Health Service Area: 4	Health Planning Area:

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

Exact Legal Name: DVA Renal Healthcare, Inc.	
Street Address: 2000 16 th Street	
City and Zip Code: Denver, Colorado 80201	
Name of Registered Agent: Illinois Corporation Service Company	
Registered Agent Street Address: 801 Adlai Stevenson Drive,	
Registered Agent City and Zip Code: Springfield, Illinois 62703	
Name of Chief Executive Officer: Javier J. Rodriguez	
Street Address: 2000 16 th Street	
City and Zip Code: Denver, Colorado 80201	
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Type of Ownership of Applicants

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<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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- 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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Company Name: DaVita Inc.
Address: 6051 Development Drive, Charleston, Illinois 61920
Telephone Number: 217-273-9906
E-mail Address: Regina.Cox@davita.com
Fax Number:

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 60606-1599
Telephone Number: 312-873-3639
E-mail Address: acooper@polsinelli.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Realty Income Corporation
Address of Site Owner: 11995 El Camino Real, San Diego, California 92130
Street Address or Legal Description of the Site: 1004 West Anthony Drive, Champaign, Illinois 61821
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: DVA Renal Healthcare, Inc.			
Address: 2000 16 th Street, Denver, Colorado 80202			
<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
<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 Inc. and DVA Renal Healthcare, Inc. (collectively, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board ("State Board") to add six stations (for a total of 24 stations) to its existing facility located at 1004 West Anthony Drive, Champaign, Illinois 61821.

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	\$25,438		\$25,438
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees	\$4,500		\$4,500
Movable or Other Equipment (not in construction contracts)	\$106,175		\$106,175
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$1,221,587		\$1,221,587
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$1,357,700		\$1,357,700
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$136,113		\$136,113
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$1,221,587		\$1,221,587
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$1,357,700		\$1,357,700
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:

- ☒ None or not applicable ☐ Preliminary
☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): August 31, 2021

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ 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
☒ Financial Commitment will occur after permit issuance.

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:

- ☐ Cancer Registry NOT APPLICABLE
☐ APORS NOT APPLICABLE
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **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**.

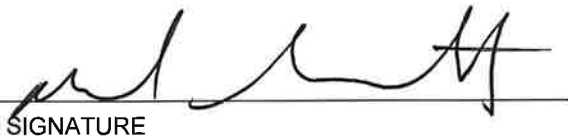
FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:		From:		to:	
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal 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

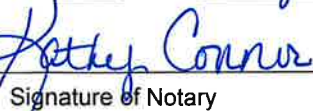
PRINTED NAME

Chief Operating Officer, Kidney Care

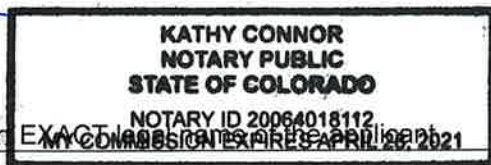
PRINTED TITLE

Notarization:

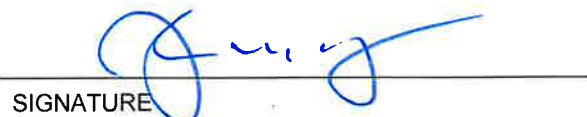
Subscribed and sworn to before me
this 18th day of July 2019


Signature of Notary

Seal



*Insert EXACTLY as printed on the back of the application


SIGNATURE

James K. Hilger

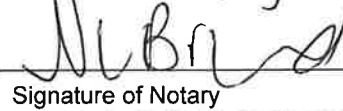
PRINTED NAME

Chief Accounting Officer

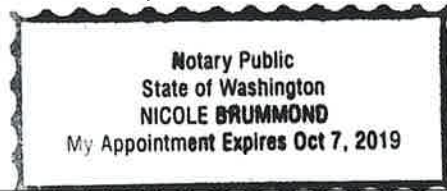
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 22 day of July 2019


Signature of Notary

Seal

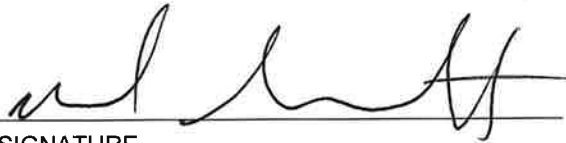


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SIGNATURE

Michael D. Staffieri

PRINTED NAME

President

PRINTED TITLE

Notarization:

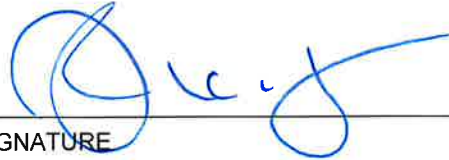
Subscribed and sworn to before me
this 18th day of July 2019


Signature of Notary

Seal



*Insert EXACT legal name of the applicant



SIGNATURE

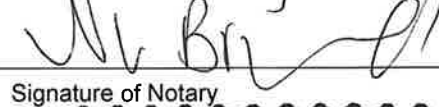
James K. Hilger

PRINTED NAME

Chief Accounting Officer and Treasurer

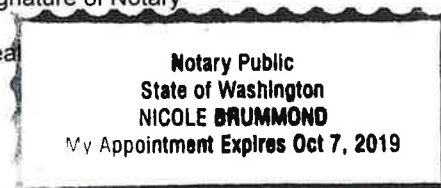
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 22 day of July 2019


Signature of Notary

Seal



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

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

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	18	24

3. 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.

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

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

VI. 1120.120 - AVAILABILITY OF FUNDS

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

<u>\$136,113</u>	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: <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;
 	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
 	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
<u>\$1,221,587</u> (FMV of Lease)	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: <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 terms and conditions.

71956115.1

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			

	Total			
APPEND DOCUMENTATION AS <u>ATTACHMENT 37</u> , 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 DVA Renal Healthcare, Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1.

DVA Renal Healthcare, Inc. is the operator of Illini Renal Dialysis. Illini Renal Dialysis is a trade name of DVA Renal Healthcare, Inc. 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.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

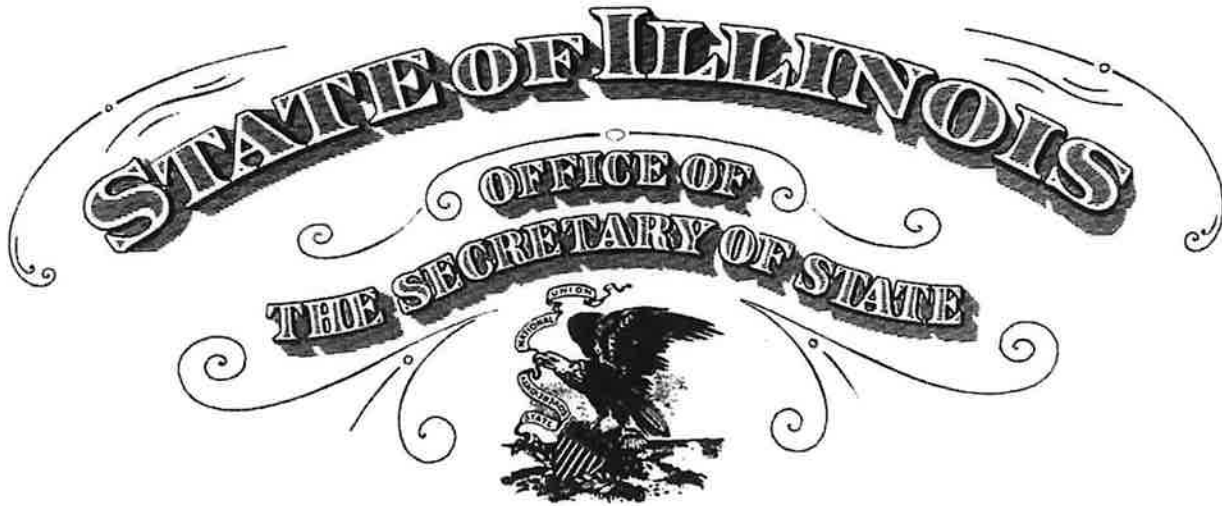
Authentication: 203263018

Date: 08-16-18

Attachment - 1

File Number

6097-191-9



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

DVA RENAL HEALTHCARE, INC., INCORPORATED IN TENNESSEE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 23, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 14TH day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2001403372 verifiable until 01/14/2021

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

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

The lease between Realty Income Corporation and DVA Renal Healthcare, Inc. for the clinic located at 1004 West Anthony Drive, Champaign, Illinois 61821 is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

Realty Income Illinois Properties 4, LLC

("LANDLORD")

AND

DVA Renal Healthcare, Inc.

("TENANT")

FOR SPACE AT

1004 W. Anthony Drive, Champaign, IL 61821

Dated: March 30, 2018

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EXHIBITS

EXHIBIT A - LEGAL DESCRIPTION/ BUILDING SITE PLAN

EXHIBIT A-1 – SITE PLAN SHOWING PARKING AREAS

EXHIBIT B- PREMISES FLOOR PLAN

EXHIBIT C- FORM OF COMMENCEMENT DATE MEMORANDUM

EXHIBIT D- FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

EXHIBIT E- FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F- LANDLORD'S WORK

EXHIBIT G- MEMORANDUM OF LEASE

EXHIBIT H- FORM OF GUARANTY

EXHIBIT I- KNOWN ENCUMBRANCES

DATA SHEET

Landlord: Realty Income Illinois Properties 4, LLC a Delaware limited liability company

Address of Landlord: c/o Realty Income Corporation
11995 El Camino Real
San Diego, CA 92130

Concurrently to: notices@realtyincome.com

Address for Payment of Rent: Realty Income Corporation Lockbox
PO Box 842428
Los Angeles, CA 90084

Tenant: DVA Renal Healthcare, Inc.

Address of Tenant: c/o DaVita Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrently to:
relegal@davita.com, Subject: Champaign, IL (3580)

Premises Address: 1004 W. Anthony Drive, Champaign, IL 61821

Property Square Footage: approximately 80,831 feet

Building Rentable Area: approximately 10,075 rentable square feet

Premises Rentable Area: approximately 8,364 square feet

Base Rent for Term:

Period	Monthly Base Rent	Yearly Base Rent
Rent Commencement Date through end of 1st Lease Year	\$10,367.12	\$124,405.38
Lease Year 2	\$10,574.46	\$126,893.49
Lease Year 3	\$10,785.95	\$129,431.36
Lease Year 4	\$11,001.67	\$132,019.98
Lease Year 5	\$11,221.70	\$134,660.38
Lease Year 6	\$11,446.13	\$137,353.59
Lease Year 7	\$11,675.06	\$140,100.66
Lease Year 8	\$11,908.56	\$142,902.68
Lease Year 9	\$12,146.73	\$145,760.73
Lease Year 10	\$12,389.66	\$148,675.95
Lease Year 11	\$12,637.46	\$151,649.46

DATA SHEET

Lease Year 12	\$12,890.20	\$154,682.45
Lease Year 13	\$13,148.01	\$157,776.10
Lease Year 14	\$13,410.97	\$160,931.62
Lease Year 15	\$13,679.19	\$164,150.26
FIRST RENEWAL PERIOD		
Lease Year 16	\$13,952.77	\$167,433.26
Lease Year 17	\$14,231.83	\$170,781.93
Lease Year 18	\$14,516.46	\$174,197.57
Lease Year 19	\$14,806.79	\$177,681.52
Lease Year 20	\$15,102.93	\$181,235.15
SECOND RENEWAL PERIOD		
Lease Year 21	\$15,404.99	\$184,859.85
Lease Year 22	\$15,713.09	\$188,557.05
Lease Year 23	\$16,027.35	\$192,328.19
Lease Year 24	\$16,347.90	\$196,174.75
Lease Year 25	\$16,674.85	\$200,098.25
THIRD RENEWAL PERIOD		
Lease Year 26	\$17,008.35	\$204,100.21
Lease Year 27	\$17,348.52	\$208,182.22
Lease Year 28	\$17,695.49	\$212,345.86
Lease Year 29	\$18,049.40	\$216,592.78
Lease Year 30	\$18,410.39	\$220,924.63

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on March 30, 2018 (the "Effective Date"), by and between, Realty Income Illinois Properties 4, LLC, a Delaware limited liability company ("Landlord"), and DVA Renal Healthcare, Inc., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord the Premises (as defined in Section 1 below), which includes, in part, space in a building on property located at 1004 W. Anthony Drive, Champaign, IL 61821 (the "Building"), together with all improvements thereon and appurtenant rights thereto, including, without limitation, parking areas, easements, declarations and rights of way;

WHEREAS, the property on which the Building is located is more particularly described on Exhibit A (the "Property");

WHEREAS, the Building contains approximately 10,075 rentable square feet (the "Building Rentable Area"), of which approximately 8,364 rentable square feet (the "Premises Rentable Area") and the Shared Circulation Area (as defined in Section 1 below) shall be subject to this Lease, as more fully depicted on the floor plan attached as Exhibit B; and

WHEREAS, contemporaneously with the execution and delivery of this Lease Landlord and Tenant have entered into a lease agreement pursuant to which Tenant leases from Landlord the remaining portion of the Building (the "Additional Lease").

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

1. **Demise; Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, (a) the portion of the Building consisting of the Premises Rentable Area, (b) the remaining portions of the Property (except that approximately 1,711 rentable square feet portion of the Building that is subject to the Additional Lease (the "Additional Lease Premises")), and (c) all easements and appurtenances related to the foregoing (collectively, the "Premises"), for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, including parking for Tenant's employees, patients and invitees in the locations shown on the survey of the Premises attached hereto and incorporated herein as Exhibit A-1. The portions of the Property other than the Premises Rentable Area and the Additional Lease Premises are referred to as the "Common Areas", including without limitation the shared circulation area depicted on Exhibit B ("Shared Circulation Area"), the parking areas, access drives, and sidewalks. Landlord and Tenant acknowledge and agree that the Common Areas are being leased to Tenant under both this Lease and the Additional Lease, and that Tenant and the tenant under the Additional Lease shall each have the right to use the Common Areas in common with each other. In addition, Tenant shall have the right, but not the obligation, in its sole discretion to utilize or remove and dispose of any or all furniture, fixtures and equipment located in the Premises. Landlord makes no representation or warranty as to the condition of, title to or ownership of any such furniture, fixtures or equipment for any use.

2. **Term and Delivery of Premises.**

2.1 **Term.** The term of this Lease (the "Term") shall commence upon the Effective Date. The expiration date of the Term shall be the last day of the 15th Lease Year (the "Expiration Date"), unless the Term is renewed in which event the Expiration Date shall extend to the end of such exercised Renewal Period(s). Subject to the remainder of this Section 2.1, each 12 month period beginning on the Rent Commencement Date (as defined below) shall hereinafter be called a "Lease Year". If the Rent Commencement Date falls on the first day of a month, then (A) the first Lease Year shall commence on the

Rent Commencement Date and shall end at midnight on the day immediately preceding the first anniversary of the Rent Commencement Date, and (B) thereafter, each 12 month period ending on the anniversary of such ending date shall constitute a "Lease Year". If the Rent Commencement Date does not fall on the first day of a month, then (x) the first Lease Year shall commence on the Rent Commencement Date and shall end at midnight on the last day of the month in which the first anniversary of the Rent Commencement Date occurs, and (y) thereafter, each 12 month period ending on the anniversary of such ending date shall constitute a "Lease Year". Upon determination of the Rent Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum in the form attached as Exhibit C to Tenant for Tenant's approval and execution.

2.2 Possession Date; Delay in Delivery.

(a) Landlord shall deliver possession of the Premises to Tenant with all of Landlord's Work (as defined in Section 9) substantially completed on or before the date that is 60 days following the Effective Date, except for such Landlord's Work that may be substantially completed after the said 60 days, as provided in Exhibit F hereto. Prior to delivery, Tenant shall provide to Landlord proof of satisfaction of Tenant's insurance requirements set forth in Section 18 below. The date on which Landlord actually delivers possession of the Premises to Tenant with all of Landlord's Work substantially completed (except as provided in Exhibit F hereto) is hereinafter referred to as the "Possession Date".

(b) If the Possession Date occurs on or after the 90th day following the Effective Date (the "Outside Delivery Date"), then Tenant may elect: (i) to terminate this Lease by written notice to Landlord; or (ii) to receive two days of Base Rent and Additional Rent abatement (in an amount equal to the applicable rent rate for periods following any rent abatement) for each day of delay in substantial completion of Landlord's Work beyond the Outside Delivery Date.

3. Rent. Beginning on the Rent Commencement Date (as defined below), Tenant shall pay as initial annual base rent ("Base Rent") the amount set forth in the Data Sheet, in advance, on the first day of each calendar month during the Term, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Rent Commencement Date occurs. As a condition to payment of Base Rent, Additional Rent, or other charges, Landlord shall provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification. Upon any assignment by Landlord of its rights, title and interest in and to this Lease, Landlord shall cause such successor Landlord to deliver a completed Form W-9 to Tenant.

The "Rent Commencement Date" shall be the earlier occurrence of the following events: (i) 180 days following the Possession Date; or (ii) the later of the following dates: (A) the date on which Tenant has substantially completed construction of its Tenant Improvements (as defined below), in accordance with final construction documents approved by Landlord and Tenant; or (B) the date on which Tenant has obtained all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, if applicable, the certificate of occupancy, from the applicable municipal authority in which the Premises is located. "Substantially completed" shall mean, as applicable, that all of Landlord's Work (as defined below) or the construction of the Tenant Improvements is complete except for nominal punch list items.

Actual rentable square footage for the Premises may be computed (at Tenant's sole cost and expense) in accordance with *Retail Buildings: Standard Method of Measurement* (ANSI/BOMA Z65.5-2010), as promulgated by The Building Owners and Managers Association International. Tenant may elect to have the space measured prior to the Rent Commencement Date or during the first Lease Year; provided, however, in no event shall the Base Rent, Additional Rent and other sums payable by Tenant under this Lease be adjusted based on the Premises Rentable Area.

Except as otherwise provided in this Lease, it is the intention of the parties that Landlord shall receive Base Rent, Additional Rent, and all sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided herein).

4. **Renewals.** Tenant shall have the right and option to renew this Lease for 3 additional periods of five years each (each a "Renewal Period"), next immediately ensuing after the expiration of the initial Term and any subsequent Renewal Period by notifying Landlord in writing not less than 180 days before the expiration of the immediately preceding initial Term or subsequent Renewal Period of Tenant's intention to exercise its option to renew. In the event Tenant fails to provide a renewal notice during such period, Landlord shall notify Tenant in writing within 180 days prior to expiration of the then existing Term or Renewal Period of Tenant's option to extend this Lease. Tenant shall then have an additional 30 day period after receipt of Landlord's notice to exercise its right of renewal. In the event that Tenant 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, except that Base Rent shall be paid as set forth in the Data Sheet.

5. **Condition of Premises.** Landlord represents and warrants that the roof and roof membrane shall be free of leaks and in good condition as of the date required for the roof replacement, as provided in Exhibit F. In addition to Tenant's other rights hereunder, if any material latent defects in the structure of the Building (including, without limitation, the exterior walls, lintels, floor, roof framing or utility lines), which are not caused by Tenant, are discovered prior to or during Tenant's construction of the Tenant Improvements (as defined below), then Tenant may notify Landlord in writing of the defect and Landlord shall thereafter have a reasonable time not to exceed 30 days (subject to weather and availability of materials and permits) to make any necessary repairs or replacements to the reasonable satisfaction of Tenant. If Landlord fails to make any such necessary repairs or replacements, then Tenant may terminate this Lease by written notice to Landlord.

6. **Use of Premises.** Tenant may 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 Tenant and related office and administrative uses or for any other lawful purpose(s) (the "Permitted Use"); provided that any purpose other than uses as or related to the Permitted Use (excluding "any lawful purpose"): (i) is in compliance with applicable environmental, zoning and land use laws and requirements; (ii) does not violate any of the Known Encumbrances (as defined below) or any new encumbrances or restrictions affecting the Premises after the Effective Date if created or filed by or with the written consent of Tenant (collectively "New Encumbrances"); (iii) does not conflict with any other agreement to which Landlord is bound where such conflict would materially adversely affect Landlord and provided Landlord has notified Tenant of such agreement; (iv) would not have a material adverse effect on the value of the Premises and (v) would not result in or give rise to any material environmental deterioration or degradation of the Premises. Prior to changing Tenant's use for any purpose other than the Permitted Use (excluding "any lawful purpose"), Tenant shall notify Landlord of the proposed new use. Landlord shall have ten (10) business days to notify Tenant ("Landlord's Notice") that the proposed new use: (i) violates the Known Encumbrances or any New Encumbrances, or (ii) conflicts with any other agreement to which Landlord is bound where such conflict would materially adversely affect Landlord. Upon receipt of Landlord's Notice, Tenant shall not use or permit the Premises to be used for such proposed new use. Notwithstanding the foregoing, in no event may the Premises be used as a factory, processing or rendering plant, sexually oriented business (as that term is generally construed), adult book or video store (which shall mean a store which primarily sells or offers for sale sexually explicit printed materials, audio or video tapes, or sexual devices), or flea market. Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and (subject to the Additional Lease) Tenant shall have exclusive use of and full-time access to the Premises, and may operate, up to 24 hours per day, seven days per week, year-round.

7. **Assignment/Subletting.** Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial, including but not limited to the transferee's financial condition, the nature, quality, and character of

the transferee, the identity or business character of the transferee, the nature of the use and occupancy, and the transferee's business experience. Prior to any sublease or assignment (other than a Permitted Transfer, as defined below), Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within 30 days after service of such notice and receipt of the documents pertaining to the assignee as may be required by Landlord, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such 30-day period shall be deemed to be a consent.

Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (v) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use related to the operation of a dialysis clinic, renal care or other medical use (each a "Permitted Transfer"); provided that: (a) Tenant shall notify Landlord in writing of the occurrence of any of the foregoing events within ten (10) business days, and shall provide a true and correct copy of the sublease or agreement, together with such other documentation supporting or evidencing said event as may reasonably be requested by Landlord, (b) the term of any sublease shall not extend beyond the then current term of this Lease, and (c) Tenant shall cause the subtenant or assignee (as the case may be) to name Landlord as an additional insured under its liability policy(ies) and to deliver a certificate of liability insurance (compliant with the terms of this Lease) to Landlord.

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

Notwithstanding the foregoing, any assignment or sublease permitted under this section shall be subject to Section 48 (Additional Lease).

8. Insurance Charges, Taxes and Utilities.

8.1 Beginning on the Effective Date, Tenant shall pay "Tenant's Proportionate Share" (as defined below), in advance, in equal monthly installments at the time of the payment of Base Rent, of all costs and fees assessed by Landlord in connection with procurement, maintenance and administration of the property insurance described in Section 18 below ("Insurance Charges"). Tenant's payments of the Insurance Charges shall be based on Landlord's annual estimate of the Insurance Charges for the applicable calendar year in question. Promptly after the actual Insurance Charges for a calendar year are determined by Landlord, but in no event later than 120 days from the end of each calendar year, Landlord shall provide Tenant with a statement of such actual Insurance Charges for such calendar year (the "Annual Reconciliation Statement"). If the actual Insurance Charges for such calendar year are greater than the amount of Tenant's Proportionate Share of Insurance Charges previously paid by Tenant, Tenant, within 30 days of receipt of such Annual Reconciliation Statement, shall pay to Landlord any deficiency. If such statement shows an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installments of Base Rent and Insurance Charges or, if this Lease has expired or been terminated for reasons other than Tenant's breach or default, be paid to Tenant within 30 days after the end of the Term. The reconciliation obligations under this Section 8.1 shall survive the termination or expiration of this Lease.

Beginning on the Effective Date, Tenant shall (i) pay directly to the taxing authority(ies) at least fifteen (15) days before delinquency and as additional rent, Tenant's Proportionate Share of all Taxes (as defined below) that accrue during or are otherwise allocable to the term of this Lease; and (ii) concurrently provide Landlord with evidence of payment thereof. At Landlord's option and upon prior written notice to Tenant, at any time following a material Tenant Default, and without in any way limiting Tenant's obligations under

this Lease, Taxes shall be paid by Tenant as additional rent to Landlord in monthly installments for the remaining Term of this Lease on the same day that Base Rent is due hereunder. Such monthly installments shall be an estimated amount equal to one-twelfth (1/12) of the Taxes for the immediate preceding year, subject to adjustment when the actual amount of Taxes is determined. In the event Landlord exercises its option to have Taxes paid by Tenant to Landlord in monthly installments, the parties shall reconcile for Taxes annually pursuant to the method described above for Insurance Charges, provided, however, such reconciliation shall occur as soon as reasonably possible after receipt of the bill for Taxes from any applicable authority.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed during the Term upon the Premises; provided, however, that any one-time (as opposed to on-going) special assessment for public improvements having a useful economic life exceeding the remaining Term shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining Term. Taxes shall not include any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes that are or may be payable by Landlord or that may be imposed against Landlord. Tenant may take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Landlord shall provide Tenant with copies of all bills for Taxes promptly upon Landlord's receipt of the same. Should Landlord choose not to contest any Taxes, Tenant shall have the right to contest the Taxes with Landlord's reasonable cooperation, at no expense to Landlord. Landlord, at Tenant's sole expense, shall join in any such contestation proceedings if any Law shall so require. As used herein, all Taxes shall be net of all rebates, fees and incentives that are paid to or received by Landlord.

"Tenant's Proportionate Share" shall mean 83.0% of the Insurance Charges or Taxes (as the case may be) associated with the Property. For the avoidance of doubt, the intention of the parties is that Tenant's Proportionate Share for this Lease and Tenant's Proportionate Share for the Additional Lease shall combined equal 100% (that is, the Tenant under this Lease and the Tenant under the Additional Lease shall together be responsible for the entirety of the Insurance Charges and Taxes associated with the Property).

8.2 Intentionally Omitted.

8.3 Tenant shall pay the cost of all utilities and other services necessary in the operation of the Premises, including but not limited to, gas, fuel oil, electrical, telephone and other utility charges. Tenant, at Tenant's sole expense, may separately meter all utilities, including gas, water and electricity.

8.4 Intentionally Omitted.

8.5 Insurance Charges and other charges due from Tenant to Landlord pursuant to this Lease shall be deemed to be "Additional Rent".

8.6 Intentionally Omitted.

9. Landlord's Work. Landlord shall complete all of Landlord's Work, as described in Exhibit F. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof.

10. Tenant Improvements/Signage. Tenant shall construct its tenant improvements to the Premises and may construct and place a covered drop off canopy at the front entry door of the Premises (the "Tenant Improvements"). Tenant shall contract for the installation of Tenant Improvements with a contractor of Tenant's choice. Landlord and Tenant shall mutually approve the plans and specifications of the Tenant Improvements prior to the commencement of such work. Landlord shall not charge Tenant any fee or other charges for the supervision and/or overhead associated with the construction of Tenant Improvements. The Tenant Improvements shall be accomplished by Tenant in a good, expeditious, quality workmanlike manner, in conformity with applicable Laws and the Known Encumbrances (as defined in Article 23 below)

and any New Encumbrances, and by a licensed contractor. Prior to commencement of any such work, Tenant shall provide to Landlord copies of documents as shall reasonably be requested by Landlord, including, without limitation, permits and governmental approvals, architectural plans and manufacturer specifications. Within thirty (30) days of Landlord's written request, Tenant shall provide to Landlord final "as-built" plans, copies of all construction contracts, inspection reports and proof of payment of all labor and materials (including final unconditional lien waivers from the general contractor and all subcontractors) after completion of the Tenant Improvements. Tenant shall pay when due all claims for such labor and materials and shall give Landlord at least ten (10) days' prior written notice of the commencement of any such work. Landlord may enter upon the Premises, in such case, for the purpose of posting appropriate notices, including, but not limited to, notices of non-responsibility. For the avoidance of doubt, to the extent Tenant desires to have the Premises submetered, Tenant Improvements shall include the work involved with bringing electrical and water utilities to a point in the Premises designated by Tenant and for the separate metering for said utilities (the "Utility Work"). The cost and expense of the Utility Work will be Tenant's sole obligation.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Building. In the event the generator is located within the Building, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Building to the outside of the Building and a transfer switch to service the generator, provided, however, that if such installation will in any manner involve or impact the roofing system, then the prior written consent of Landlord shall be required.

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

Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Premises (including directional and designated parking signage in parking areas, subject to the Additional Lease), a sign on the exterior of the Building, and a monument and pylon sign at locations on the Building and/or related property as shall be agreed to by Landlord or at such locations as other tenants have signs located. All such signs shall comply with all applicable zoning Laws and the Known Encumbrances (as defined below) and any New Encumbrances. Tenant shall obtain Landlord's prior approval for signs on the exterior of the Building and each monument and pylon sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs.

Tenant shall have no right, authority, or power to bind Landlord, or any interest of Landlord in the Premises, nor to render the Premises liable for any lien or right of lien for the payment of any claim for labor, material, or for any charge or expense incurred to maintain, to repair, or to make improvements or alterations to the Premises.

11. Alterations. Tenant shall have the right to make such interior non-structural alterations, additions and improvements to the Premises ("Alterations") that it shall deem desirable for the operation of its business, without Landlord's consent, provided that any such Alterations shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building, or in any manner involve or impact the roofing system without the prior written consent of Landlord, except as is permitted in Section 32. All Alterations shall be in conformance to applicable governmental codes. Any other alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental. Tenant 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 in violation of any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law, and/or other determinations of an arbitrator or a court or other governmental

authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject ("Laws"), whether now in existence or hereafter adopted, relating to Hazardous Substances or otherwise pertaining to the environment ("Environmental Laws"). Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees 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, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: bleach, cidex, hibiclens, metricide, hydrogen peroxide and formaldehyde. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed from the Premises, at Tenant's cost and expense and disposed of in strict accordance with Environmental Laws.

Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable 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 (i) the presence after the Possession Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (ii) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Possession Date in or from the Premises of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Environmental Law.

Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable 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 (i) the presence on or prior to the Possession Date in, on, under or about the Premises, of any Hazardous Substances; (ii) any discharge or release on or prior to the Possession Date in or from the Premises of any noxious or Hazardous Substances; (iii) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or independent contractors to, in, on, under, about or from the Premises; or (iv) Landlord's failure to comply with any Environmental Law. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (i) through (iv) of the previous sentence. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

Landlord represents and warrants to Tenant that (i) to the best of Landlord's actual knowledge, without duty of inquiry or investigation, there are no Hazardous Substances in, on, under or about the Premises or Building or the land on which the Building is located, including without limitation asbestos or mold, in violation of Environmental Laws, and (ii) Landlord has received no written notice from any governmental entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located.

Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises attributable to the period on or prior to the Possession Date, Landlord shall, upon written notice from Tenant, promptly remediate the mold to the extent required by Environmental Laws. If Landlord does not commence such remediation within 10 days following written notice from Tenant, and Tenant determines, in Tenant's sole discretion, that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the actual and reasonable cost of the remediation work, and Landlord shall reimburse Tenant for the actual and reasonable cost of such remediation work within 10 days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the 10 day period, then Tenant may, at its option, offset

such actual and reasonable cost against Base Rent and Additional Rent.

Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant 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. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

13. Damage to Premises by Fire or Casualty

13.1 Damage or Destruction of the Premises

In the event any part or all of the Premises shall at any time during the term of this Lease be damaged or destroyed, regardless of cause, Tenant shall give prompt notice to Landlord. Subject to the availability of insurance proceeds, Landlord shall promptly commence and diligently pursue to repair and restore the Premises to its original condition as of the Possession Date, including buildings and all other improvements existing on the Premises as of the Possession Date, but excluding any furniture, fixtures or equipment ("Original Condition"), at Landlord's sole cost and expense. If Landlord's restoration of the Premises to the Original Condition is not substantially completed within two hundred ten (210) days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord. In the event of any termination of this Lease, Base Rent and Additional Rent shall be paid only to the date of such fire or casualty. Landlord shall be responsible for paying for any cost of repairs and restoration of the Premises to the Original Condition in excess of the proceeds available from insurance policies. For avoidance of doubt, the parties acknowledge that in the event of a partial or total destruction of the Premises Tenant, not Landlord, is responsible for repairing and restoring the Tenant Improvements, Alterations, and Tenant's furniture, fixtures, equipment and personal property, at Tenant's sole cost and expense. Tenant is not entitled to any rent abatement during or resulting from any disturbance from partial or total destruction of the Premises, and in no event shall Tenant be entitled to terminate the Lease, except as expressly provided; provided, however, Tenant's obligation for payment of Base Rent and Additional Rent shall be reduced dollar for dollar by the amount of Rent Loss or Business Interruption Insurance received by Landlord. Notwithstanding anything contained herein to the contrary, in lieu of undertaking its repair and restoration obligations as set forth in this section, Landlord shall have the right to terminate this Lease provided: (i) the Premises is totally or substantially damaged or destroyed (as defined below) and (ii) such damage or destruction occurs within the last two (2) years of the Term of this Lease or any extension hereof, upon written notice to Tenant ("Landlord's Termination Notice"), which notice shall be delivered within thirty (30) days following the date upon which Landlord learns of the casualty. Notwithstanding the foregoing, Tenant may nullify Landlord's Termination Notice if, within ten (10) business days of receipt of Landlord's Termination Notice, Tenant exercises its next available extension option by written notice to Landlord.

13.2 Damage or Destruction during the Last Twenty-four (24) Months of the Term

Notwithstanding anything contained herein to the contrary, Tenant may terminate this Lease upon giving written notice to Landlord within thirty (30) days following the date upon which the Premises is damaged or destroyed, provided: (i) such damage or destruction occurs within the last two (2) years of the Term of this Lease or any extension hereof; (ii) the Premises is totally or substantially damaged or destroyed (as defined below); and (iii) Tenant is not then in material breach of the Lease beyond applicable notice and cure periods. As used herein, the phrase "substantially damaged or destroyed" shall mean that the restoration or repair cost as estimated by at least two (2) reputable general contractors properly licensed in the State in which the Premises is located and reasonably acceptable to and approved by Landlord, exceeds fifty percent (50%) of the replacement value of the improvements immediately prior to such damage or destruction. This Lease will terminate effective on the date of such damage or destruction and Landlord and Tenant shall be released from all obligations and liabilities under this Lease with the exception of those liabilities which, pursuant to the terms of this Lease, accrued prior to the termination date and survive termination or expiration of this Lease.

14. Eminent Domain.

14.1 Taking. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in Tenant's sole judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; or (iii) Tenant determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; then in any such event, Tenant may terminate this Lease by written notice, effective as of the date of such taking, and Base Rent and Additional Rent shall be prorated as of the date of such termination.

14.2 Rent Adjustment. Unless this Lease is terminated as provided in Section 14.1, if the condemnation materially adversely affects Tenant's use of the Building, then (i) commencing on the date possession is acquired by a condemning authority, Base Rent shall be reduced by the then applicable per rentable square foot Base Rent multiplied by the number of rentable square feet of the Premises Rentable Area that has been taken, and (ii) Landlord shall promptly restore the Premises, and/or replace parking and access to the Premises, at Landlord's cost and expense, to a complete architectural unit (provided, however, in the event regulatory changes occurring on or after the Effective Date require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises to the extent the cost of such changes is included as part of the condemnation award paid to Landlord by the condemning authority), in substantially the same condition that the same were in prior to such taking. During such restoration Base Rent shall be abated to the extent the Premises are rendered not useable for the Permitted Use. In the event of a rent reduction under Section 14.2.(i) above, the Tenant's Proportionate Share of Insurance Charges and Taxes under this Lease and the Additional Lease shall be equitably adjusted, provided that the Tenant under this Lease and the Tenant under the Additional Lease shall together be responsible for the entirety of the Insurance Charges and Taxes associated with the Property.

14.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant 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 other damages recoverable under applicable Laws.

15. Right of Entry by Landlord. Subject to Landlord's obligations under Section 35, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and upon at least 24 hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Any work done by Landlord to Premises shall be performed during hours that will minimize interference to Tenant's operations on the Premises (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify, defend and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its agents, servants, employees, guests, invitees or independent contractors. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations. If Landlord's entry into the Premises unreasonably interferes with the conduct by Tenant of its business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to use 75% of the Premises for two or more business days, then Base Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues. Notwithstanding the foregoing, Tenant is not entitled to a rent abatement from any interference resulting from Landlord's entry into the Premises for the purpose of performing Landlord's maintenance and repair obligations under Section 20.1 below.

16. Indemnity. Except for claims, loss or damage caused by the gross negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees, Tenant agrees to indemnify Landlord, defend and save Landlord harmless from any and all liability, claims and loss (including, without limitation, court costs and reasonable attorneys' fees) 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 Premises. Landlord agrees to indemnify Tenant, defend and save Tenant harmless from any and all liability, claims and loss (including, without limitation, court costs and reasonable attorneys' fees) for personal injury or property damage caused or brought about by the gross negligence or willful misconduct of Landlord or its agents, servants or employees. The indemnities set forth in this Section 16 shall survive termination or expiration of this Lease.

17. Default and Remedies.

17.1 Tenant Default and Landlord Remedies. The occurrence of any of the following events are referred to in this Lease individually as a "Tenant Default" and collectively as "Tenant Defaults": In the event that (i) Tenant defaults in the payment of Base Rent or Additional Rent hereunder and such Base Rent or Additional Rent remains due and unpaid for ten days following written notice of such default from Landlord to Tenant; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within 30 days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such 30 day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within 60 days of its appointment; or (v) a Tenant Default occurs under the Additional Lease. Upon the occurrence of a Tenant Default, Landlord, at its option, may (1) proceed for past due installments of Base Rent or Additional Rent, reserving its right to proceed to collect the remaining installments when due; or (2) for a material Tenant Default, declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process. Notwithstanding the remedy Landlord may seek, the foregoing cure periods shall be applicable.

Landlord shall make commercially reasonable efforts to mitigate any damages Landlord incurs as a result of Tenant's breach of this Lease. If the consideration collected by Landlord upon reletting the Premises pursuant to this Section is not sufficient to pay the full monthly amount of Base Rent and Additional Rent provided for in this Lease to be paid by Tenant, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. Whether or not this Lease is terminated by Landlord or by any provision of Law, Tenant has no obligation to pay any Base Rent or Additional Rent until the date it would otherwise have become due in the absence of any Tenant Default. Landlord agrees that it shall have no right to accelerate (i.e. declare the same immediately due and payable) any Base Rent or Additional Rent which would have become due in the future; provided, however, that upon termination of this Lease by Landlord, Tenant shall pay Landlord for the then unamortized out-of-pocket costs of leasing commissions.

17.2. Landlord Default and Tenant Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or the Additional Lease (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for thirty (30) days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option of (i) terminating this Lease only if the Landlord Default persists beyond the applicable cure period, Landlord is not diligently prosecuting such cure to completion, and such failure materially interferes with the conduct of Tenant's business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to reasonably use seventy-five percent (75%) of the Premises, or (ii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant within ten (10) business days after Landlord's receipt of an invoice therefor, and if Landlord fails so to reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent installments of Base Rent and Additional Rent that from

time to time become due and payable by Tenant to Landlord hereunder; provided, however, that Tenant shall not have any such right to deduct or offset to the extent that a good faith dispute exists regarding the amount owed by Landlord to Tenant.

The parties recognize that as of the Effective Date Landlord is not a Referral Source, as defined in Section 33 below, however in the event that Landlord becomes a Referral Source and if this Lease is terminated for any reason before the first anniversary of the Rent Commencement Date, then Landlord and Tenant shall not enter into any similar agreement with each other for the Premises before the first anniversary of the Rent Commencement Date.

Landlord hereby acknowledges that in order to provide a continuum of care to Tenant's patients, Tenant may delay the effective date of Tenant's termination of this Lease under any provision of this Lease giving Tenant the right to terminate until such time as Tenant has established an alternative location for the treatment of Tenant's patients and any such delay shall not operate as a waiver of Tenant's termination rights. Notwithstanding the foregoing, in the event Tenant delays the effective date of Tenant's termination of this Lease beyond thirty (30) days from the date of Tenant's notice of election to terminate, Tenant shall be obligated to pay Base Rent at one hundred twenty five percent (125%) of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Tenant is occupying the Premises. Notwithstanding the foregoing, Tenant is not entitled to delay any termination rights or remedies available to Landlord.

18. Insurance.

18.1 **Property Insurance.** Landlord shall obtain and keep in force during the term of this Lease a "Special Form" (as such term is used in the insurance industry) policy of insurance covering loss or damage to the Building (but excluding Tenant's furniture, fixtures, equipment and personal property). The policy shall be commercially reasonable in form and substance, shall be in an amount not less than the full guaranteed replacement cost of the Building and, at Landlord's option, may contain one or more of the following provisions and/or endorsements: (i) contain only standard printed exclusions; (ii) contain no coinsurance clause; (iii) include an agreed value endorsement; (iv) include business interruption with extra expense or rent loss; and (v) include an ordinance or law coverage endorsement covering loss to the undamaged portion of the Building, demolition costs and increased cost of construction resulting from changes in laws or codes. The deductible ("Deductible") payable in connection with such policy shall be any amount deemed reasonable by Landlord in its reasonable business judgment. In the event of casualty, Tenant shall be responsible for payment of the Deductible.

(a) If the Premises is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA), Landlord may, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of insurance covering loss or damage due to flood with respect to the Premises.

(b) Tenant shall not do or permit to be done anything which shall invalidate Landlord's above insurance policies. Landlord's delay, or the failure of Landlord beyond commencement of any Renewal Period, in computing or billing for the Insurance Charges shall in no way impair the continuing obligation of Tenant to pay the Insurance Charges otherwise due pursuant to this Section.

(c) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a special causes of loss insurance policy covering all of the Tenant Improvements, Alterations, and Tenant's furniture, fixtures, equipment and personal property in an amount not less than eighty percent (80%) of the replacement value thereof, together with such other coverages as Tenant shall deem reasonable or necessary.

(d) Tenant shall also obtain and keep in force for the benefit of Landlord and Tenant during the term of this Lease, a policy of business interruption insurance ("Business Interruption Insurance") covering Base Rent and other operating expenses for a period of ONE (1) YEAR.

(e) Tenant shall also obtain and keep in force during the term of this Lease a worker's compensation policy insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises is located, and an Employer's Liability insurance policy in an amount not less than what is required by applicable law.

18.2 Liability Insurance(a) Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for both bodily injury and property damage, and shall name Landlord as additional insured. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord or its agents, servants, employees, guests, invitees, or independent contractors bear responsibility. Rather, it is the intent of this Section to provide general liability coverage to Landlord 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 Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to its own insurance for coverage.

(b) Landlord shall obtain and keep in force a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises, the Building and the Property 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, Building, or Property. Landlord's commercial liability insurance policy shall name Tenant as additional insured.

18.3 Tenant shall deliver to Landlord evidence of the existence and amounts of the insurance, to be written by reputable insurance companies, with additional insured endorsements and loss payable clauses as required herein. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

19. Subrogation. Landlord and Tenant each hereby waives and releases any and all right of recovery against the other party, including, without limitation, employees and agents, arising during the Term of this Lease for any and all loss (including, without limitation, loss of rental) or damage to property located within or constituting a part of the Premises. This waiver is in addition to any other waiver or release contained in this Lease. Every insurance policy carried by either Landlord or Tenant with respect to the Premises (with the exception of any and all contingent or secondary policies maintained by Landlord for its own benefit) shall include provisions waiving the insurer's subrogation rights against the other party to the extent such rights can be waived by the insured prior to the occurrence of damage or loss. Subject to the above, each party hereby waives any rights of recovery against the other party for any direct damage or consequential loss covered by said policies against which such party is compensated by insurance whether or not such damage or loss shall have been caused by any acts or omissions of the other party (including without limitation the gross negligence or willful misconduct of the other party), but such waiver shall operate only to the extent such waiving party is so compensated by such insurance coverage.

20. Repairs and Maintenance.

20.1 Landlord's Maintenance Responsibilities.

(a) Intentionally omitted.

(b) Landlord shall, at its sole cost and expense, maintain and keep in good order and repair and promptly make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, and exterior walls of the Building (except exterior painting and other exterior non-structural maintenance of the Building shall be Tenant's sole responsibility). In addition, Landlord shall make any necessary replacements to the parking areas. Notwithstanding the provisions of Section 17.2, if Landlord shall not commence such repairs or make necessary replacements within fifteen (15) days following written notice from Tenant that such repairs or replacements are necessary, weather permitting, or within five (5) days following written notice from Tenant of roof leaks or other water damage

or leaks, weather permitting, then Tenant may, at its option, cause such Landlord's repairs or replacements to be made and shall furnish Landlord with a statement of the cost of such repairs or replacements upon substantial completion thereof. Landlord shall reimburse Tenant for the cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to ten percent (10%) of the cost of such repairs or replacements within ten (10) business days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant with the ten (10) business day period, then Tenant may, at its option, offset such amount against subsequent Base Rent and Additional Rent due under this Lease provided, however, that Tenant shall not have any such right to deduct or offset to the extent that a good faith dispute exists regarding the amount owed by Landlord to Tenant. Tenant shall reimburse Landlord for the cost of any work done by Landlord under this Section that is a result of Tenant's negligence or construction. In no event shall Tenant contract directly for or conduct any structural work to the Building.

20.2 Tenant's Maintenance Responsibilities. Except for Landlord's obligations set forth herein and except for any damage caused by the willful misconduct or gross negligence by Landlord or its agents, servants, employees, guests, invitees or independent contractors within the Premises, Tenant shall, at its own expense, keep and maintain the entire Premises in a manner consistent with the condition of the Premises as of the Possession Date or completion of Landlord's Work after the Possession Date (as applicable), ordinary wear and tear and casualty loss excepted, including, but not limited to, the interior and exterior of the Building, plumbing and electrical systems, HVAC systems, Common Areas, sidewalks, curbs, trash enclosures, landscaping with sprinkler system (if installed), light standards, driveways and parking areas which are a part of the Premises and the non-structural elements of all doors and entrances of the Premises, excepting normal wear and tear, fire, acts of God, acts of Landlord, and/or other casualty or the elements.

21. Brokers. Landlord represents and warrants to Tenant that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Coldwell Banker Commercial Devonshire Realty, representing Landlord ("Landlord's Broker"). Tenant represents and warrants to Landlord that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Cushman & Wakefield, representing Tenant ("Tenant's Broker"); Landlord's Broker and Tenant's Broker are hereinafter sometimes referred to collectively as "Broker". Landlord shall pay Broker a brokerage commission pursuant to a separate agreement. Under no circumstances shall Landlord be liable under any contract or agreement, written or otherwise, with respect to the payment of any brokerage commissions or finders' fees to Tenant's Broker, except as may be provided in a separate written agreement executed by Landlord.

22. Emergency. If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within 15 days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the 15 day period, then Tenant may, at its option, offset such amount against Base Rent and Additional Rent due under this Lease; provided, however, that Tenant shall not have any such right to deduct or offset to the extent a good faith dispute exists regarding the amount owed by Landlord to Tenant.

23. Title. Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Premises and the Property, including the Building and all improvements thereon, and has the right and authority to enter into this Lease. Landlord further represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease. Attached hereto as Exhibit I is a list of all covenants, conditions and restrictions of record encumbering the Property, to the best of Landlord's actual knowledge, without duty of investigation or inquiry ("Known Encumbrances").

Landlord shall not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall be entitled to the exclusive use of the entire parking area, subject to the Additional Lease.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Subject to Section 12 hereof, Landlord represents and warrants to Tenant that as of the Possession Date the Premises is in compliance with all applicable Laws and all Known Encumbrances; provided, however, the foregoing representation and warranty shall not apply to any applicable zoning Laws. Landlord 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 and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that, as of the Possession Date, the Premises complies with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 *et seq.* (1990).

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, Landlord shall promptly 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 Tenant's particular use and not due to any act by Landlord, Tenant shall promptly make such alterations, at its sole cost and expense.

25. Intentionally Omitted.

26. Tenant to Subordinate. Tenant shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage on the Premises ("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 Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content provided in Exhibit D. Landlord shall, at or prior to the Effective Date, secure from Landlord's present Mortgagee a non-disturbance agreement and Landlord shall secure from any future Mortgagee or lienholder of Landlord a non-disturbance agreement in a form substantially similar to Exhibit D. If Landlord shall not obtain such non-disturbance agreement, then this Lease shall not be subordinate to any such future lien, mortgage, or refinancing.

27. Quiet Enjoyment. Tenant shall, upon payment of the Base Rent and Additional Rent, quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term.

28. Memorandum of Lease. Concurrent with execution of this Lease, Landlord and Tenant will execute a recordable form of a memorandum or notice of this Lease in the form attached as Exhibit G. Tenant shall be responsible for the cost of recording the same. Upon Landlord's written request following the expiration or termination of this Lease, Tenant shall execute and deliver to Landlord a Release of Memorandum of Lease ("Release"). Landlord shall be responsible for the cost of recording the Release.

29. 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 (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by overnight courier such as Federal Express. All notices to Landlord should be addressed to Landlord at 11995 El Camino Real, San Diego, CA 92130; Attn: Legal Department; Telephone: (858) 284-5000; with a copy by email to: notices@realtyincome.com or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant c/o DaVita Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, with copy to: relegal@davita.com, Subject: Champaign, IL (3580), or to any such other place as Tenant may from time to time designate in written notice to Landlord. In addition, all correspondence to Tenant related to Taxes, Insurance, Base Rent or Additional Rent shall be sent to c/o DaVita Inc., P.O. Box 1476, Tacoma, WA 98401-1476; Attention: Rent Department, with copy to RentDepartment@davita.com. Notwithstanding anything contained in this Lease to the contrary, any written notice by either Landlord or Tenant to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original

signature, provided that the party providing such notice obtains a delivery confirmation email and further provided that within three (3) business days after the electronic transmission of any such notice, Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

30. Estoppel Certificate. Each of Landlord and Tenant agrees at any time and from time to time upon not less than 15 business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached as Exhibit E certifying that (i) 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), (ii) the dates to which Base Rent and other charges have been paid in advance, if any, and (iii) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), it being intended that any such estoppel certificate delivered pursuant to this Section 30 may be relied upon by any prospective purchaser of the Premises or any Mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

31. Landlord's Sale of the Building. Upon Landlord's transfer of its interest in the Premises (the "Sale"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from its obligations under this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale or for any offsets due Tenant under this Lease in the event the successor in interest is a mortgagee which has not assumed liability for offsets, unless such liability is expressly assumed by Landlord's successor-in-interest in the Premises. Within 30 days following the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 33 below.

32. Tenant's Satellite and Cable Rights. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee; provided, however, that Tenant shall not penetrate or impact the roofing system without the prior written consent of Landlord. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof. Tenant shall also have the right to run appropriate electrical cabling from the Premises to connect its electrical generator and associated transfer switch. Tenant shall reimburse Landlord for any costs it incurs to repair any damage to the roof caused by Tenant's installation hereunder.

33. Regulatory Compliance. Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis.

Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant 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"). Landlord covenants, during the Term, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any

individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

In the event Landlord, or Landlord's successors or assigns, become a Referral Source as described in this Section 33 above, the following Sections 33.1 through 33.4 shall apply but shall have no effect until such time:

33.1 Compliance. Landlord and Tenant agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's Proportionate Share (if applicable) does not exceed Tenant's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

33.2 Compliance with Law. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Landlord agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Tenant. Landlord shall notify Tenant of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Tenant from any liability arising out of the party's refusal to grant such access.

33.3 Termination Due to Legislative or Administrative Changes. In the event that there shall be a change in applicable health care Law or the interpretation thereof, including, without limitation, Medicare or Medicaid statutes, regulations or general instructions (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system or the initiation of an enforcement action with respect to any applicable health care Law, any of which affects the continuing legality of this Lease, then either party may, by notice, propose an amendment to conform this Lease to applicable Laws. If notice of such proposed change is given and the parties hereto are unable to agree, after good faith negotiations, within 90 days thereafter on an amendment, then either party may terminate this Lease by ten days' advance written notice to the other party, unless a sooner termination is required under applicable Law or circumstances.

33.4 Covered Person. In the event Landlord or any of its members, partners, shareholders or trustees is now, or any time in the future becomes, a Covered Person (as defined below), Landlord acknowledged and agrees that each individual Covered Person shall also be subject to the following provisions. Upon notification by Tenant, each Covered Person shall: (i) participate in all compliance training (including on-line general compliance training on an annual basis) that Tenant provides to the Covered Person; (ii) complete all such training within the time frames required by Tenant; (iii) comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Tenant and compliance programs applicable to Tenant, including its Code of Conduct; (iv) certify in writing or electronic form that the Covered Person read, understood and shall abide by the Code of Conduct and return such certification to Tenant within 30 days after being notified. The Covered Person shall report immediately to Tenant any suspected or known violations of Tenant's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Tenant shall provide to each Covered Person a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered

Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

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

35. Protected Health Information.

35.1 Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, 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. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by the requirements of HIPAA and all other applicable medical privacy Laws. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, including Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

35.2 Landlord shall preserve, and cause any of its employees and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, any Confidential Information of or pertaining to Tenant during and after the Term except (1) for Landlord's directors, officers, employees, affiliates, attorneys, accountants, auditors, financial or legal consultants or advisors, others providing professional services, lenders, investors or prospective purchasers of Landlord or the Premises and (2) as may be required to comply with regulatory requirements (e.g., filings with the Securities and Exchange Commission), or pursuant to a court order requiring such release or as otherwise may be required by law or legal process. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease.

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

37. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition free of debris and rubbish, excepting damage caused by reasonable wear and tear, fire, acts of God, Landlord, condemnation, and/or other casualty or the elements. All Alterations made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the Premises during the Term all Tenant Improvements and any and all furniture, removable fixtures and trade fixtures, "chase boxes" (or dialysis supply and/or waste box located along the wall of the station), equipment and personal property ("Removable Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Notwithstanding the foregoing, other than Removable Fixtures, in no event shall Tenant remove fixtures permanently affixed to the Premises without Landlord's prior written consent. Any items which Tenant does not elect to remove at or prior to the expiration of the Term shall be deemed abandoned and Landlord may cause such property to be removed from the Premises and disposed of, but the reasonable cost of any such removal shall be borne by Tenant. The provisions of this paragraph shall survive the expiration or termination of this Lease.

38. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a

month-to-month basis, terminable by either party upon 30 days' prior written notice and Tenant shall be obligated to pay Base Rent at 125% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law.

39. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

40. 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.

41. 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.

42. 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, acts of God or other causes beyond such party's reasonable control.

43. Complete Agreement. Except for that certain Guaranty executed in connection with this Lease, 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 are contained herein, and this Lease is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the lease of the Premises. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

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

45. Incorporation of Exhibits. This Lease is subject to the provisions of the attached Exhibits A-I inclusive, which exhibits are hereby made a part of this Lease.

46. Corporate Guaranty. This Lease shall take effect and be legally binding upon the parties only upon Landlord's receipt of a corporate guaranty of Tenant's obligations hereunder from DaVita Inc. in the form attached hereto as Exhibit H (the "Guaranty").

47. Financial Reporting. So long as either Tenant or the entity which directly or indirectly owns or controls Tenant is a publicly traded company then Tenant shall not be required to deliver any financial information to any party. If at any time during the Term both Tenant and the entity which directly or indirectly owns or controls Tenant are not publicly traded companies then, within 120 days after the end of each of Tenant's fiscal years during the Term, Tenant shall provide Landlord with copies of Tenant's income statement, balance sheet and, if applicable, statement of changes in financial position, and any notes to Tenant's foregoing financial statements as reviewed or audited by an independent certified public

accountant or accounting firm; provided, however, if such financial statements are not finalized within such 120 day period, then Tenant shall deliver its financial statements to Landlord within a reasonable period of time (but not to exceed 180 days after the end of each of Tenant's fiscal years during the Term) after such financial statements are finalized.

48. Additional Lease. Landlord and Tenant agree that the following shall apply to this Lease and the Additional Lease (collectively, the "Leases"):

(a) Landlord and Tenant intend that this Lease and the Additional Lease are and shall be coterminous, such that the Leases shall expire or terminate (as applicable) concurrently. In the event that (i) either Landlord or Tenant terminates this Lease or the Additional Lease pursuant to any right that it has hereunder or thereunder, or at law or in equity, or (ii) this Lease or the Additional Lease is terminated by operation of law, then such termination shall apply to both Leases and both this Lease and the Additional Lease shall terminate simultaneously;

(b) In the event Tenant exercises any option to extend the Term of this Lease or the Additional Lease for any Renewal Period, then Tenant shall also exercise its option to extend the Term of the other lease for the Renewal Term corresponding to the same time period;

(c) Any Tenant Default or Landlord Default under this Lease shall constitute a Tenant Default or Landlord Default, as the case may be, under the Additional Lease, and any Tenant Default or Landlord Default under the Additional Lease shall constitute a Tenant Default or Landlord Default, as the case may be, under this Lease; and

(d) In Section 13 (Damage to Premises by Fire or Casualty) and Section 14 (Eminent Domain) of this Lease and the Additional Lease, the term "Premises" shall be deemed to mean both the Premises pursuant to this Lease and the Premises pursuant to the Additional Lease.

(e) Notwithstanding anything in this Lease or the Additional Lease to the contrary, this Lease and the Additional Lease are and shall be inextricably linked. The tenant(s) under both leases are and shall be either identical or affiliates under common ownership or control. Except as otherwise specifically set forth in this Lease or the Additional Lease with respect to Landlord's obligations, to the extent the tenant(s) under this Lease or the Additional Lease are responsible for any costs or charges with respect to their respective Premises, the Building, or the Property, it is the intent of the parties hereto that the tenant(s) under this Lease and the Additional Lease collectively (but not jointly) will be responsible for all of such costs or charges.

[Signature pages follow.]


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

LANDLORD:

Realty Income Illinois Properties 4, LLC,
a Delaware limited liability company
by: **Realty Income Corporation,**
a Maryland corporation, its sole and
managing member

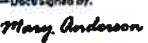
By: 
Name: Michael R. Pfeiffer
Title: Executive Vice President, General Counsel
Date: March 30, 2018

Approved As To Form
Legal Department


L. Saxe field

TENANT:

DVA Renal Healthcare, Inc.
a Delaware corporation

DocuSigned by:

By: Mary Anderson
Name: Mary Anderson
Title: Divisional Vice President
Date: March 27, 2018

**FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:**

DocuSigned by:

By: Jeff Pretty
Name: Jeff Pretty
Title: Assistant General Counsel

EXHIBIT A**LEGAL DESCRIPTION****LEGALLY DESCRIBED AS FOLLOWS:**

PARCEL 1:
RYAN'S FIRST ADDITION TO THE CITY OF CHAMPAIGN, AS PER PLAT RECORDED IN PLAT BOOK "88" AT PAGE 230, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING ALL OF LOTS 3 AND 4 AND THE SOUTH 27 FEET OF THE FEET 384 FEET OF LOT 1 (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF "WAL-MART/SAM'S SUBDIVISION" AS RECORDED IN THE PLAT BOOK 88 PAGE 148, DOCUMENT NUMBER 91R23845 ON NOVEMBER 4, 1991, BEING PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, TO WIT:

BEGINNING AT A FOUND IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 4, ALSO BEING IN THE NORTH RIGHT OF WAY LINE OF ANTHONY DRIVE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF SAID LOT 4 S75°23'30"W 78.00 FT. TO A FOUND IRON ROD, CONTINUE THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 3 ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 400.00 FT., AN ARC LENGTH OF 198.15 FT., A CHORD BEARING OF S89°32'38"W, A CHORD DISTANCE OF 198.13 FT. TO A POINT, THENCE ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 12,277.67 FT., AN ARC LENGTH OF 101.24 FT., A CHORD BEARING OF N73°27'16"W, A CHORD DISTANCE OF 101.24 FT. TO A POINT AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG THE WEST LINE OF SAID LOT 3 AND THE NORTHERLY PROJECTION THEREOF N01°33'38"E 202.29 FT. TO A POINT ON AN EXISTING CONCRETE CURB; THENCE ALONG SAID CURB AND THE EASTERLY PROJECTION THEREOF S88°26'22"E 363.41 FT. TO A SET IRON ROD IN THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, ALSO BEING THE EAST LINE OF SAID LOT 4 S00°18'12"W 197.00 FT. TO THE POINT OF BEGINNING, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

EXHIBIT A-1

SITE PLAN SHOWING PARKING AREA



EXHIBIT B
PREMISES FLOOR PLAN

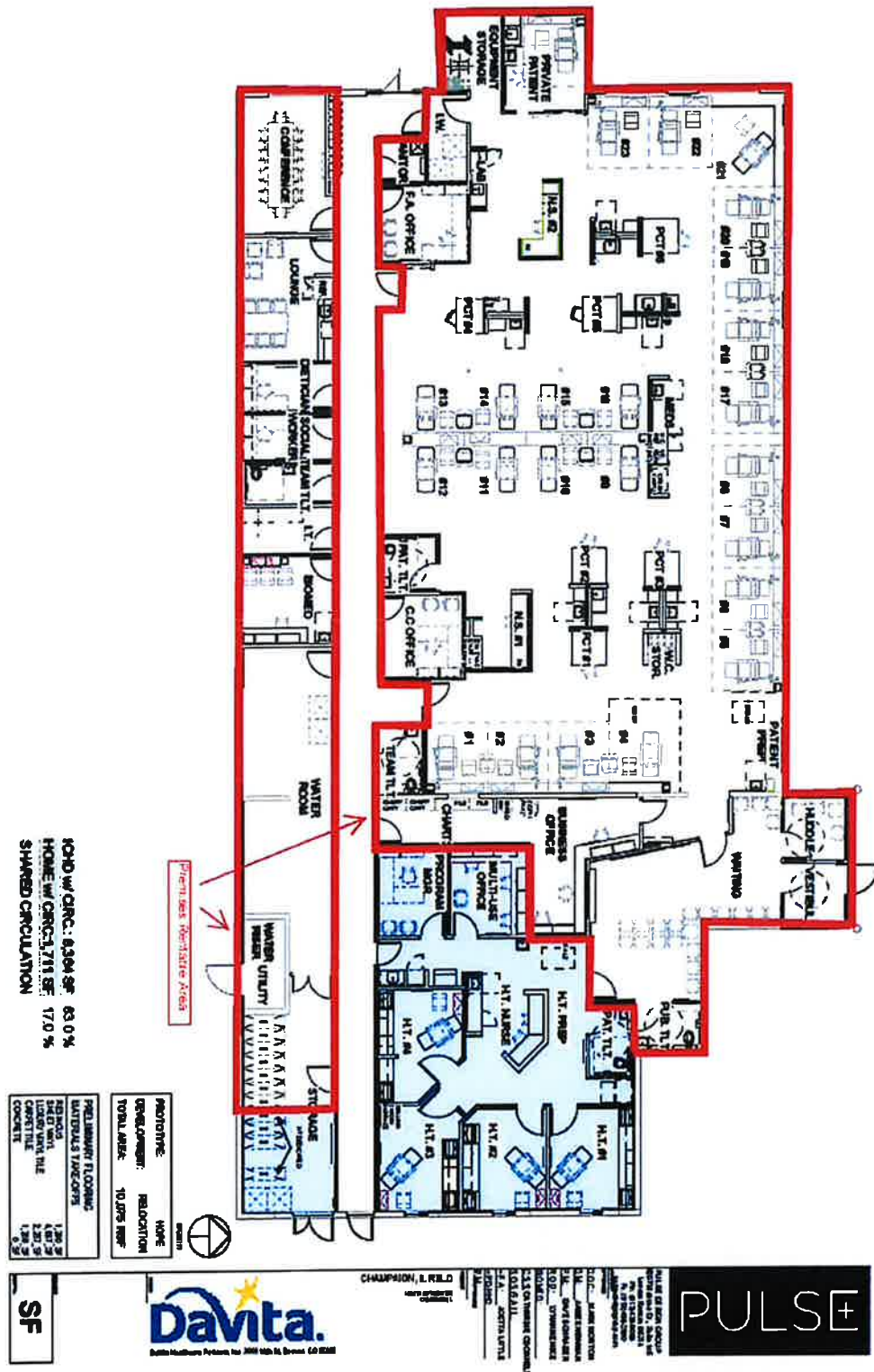


EXHIBIT C**FORM OF COMMENCEMENT DATE MEMORANDUM**

With respect to that certain lease ("Lease") dated _____, between _____ ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord the Premises located at _____ as described more fully in the Lease (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date").
- (2) The Term of the Lease commenced on _____ (the "Commencement Date").
- (3) The Expiration Date of the Lease is _____.
- (4) It is agreed that the first Lease Year shall end on _____ and that each subsequent Lease Year shall end on _____.
- (5) Tenant shall commence payment of Base Rent and Additional Rent on _____.
- (7) The last dates upon which the respective renewal options may be exercised are _____, _____, _____, and _____.

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.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

**FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:**

By: _____

Name: _____

Title: Assistant General Counsel

EXHIBIT D**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, 20__ (hereinafter called the "Lease"), _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord certain Premises more particularly described in the Lease ("Premises") located on property owned by Landlord that is more fully described in Exhibit A attached hereto and incorporated by reference ("Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of \$ _____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain [Mortgage and Security Agreement] dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____.

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.**

The following terms shall have the following meanings for purposes of this Agreement.

1.1 **Foreclosure Event.** A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable Law, including bankruptcy Law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 **Former Landlord.** A "Former Landlord" means Landlord and any other party that was a landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 **Offset Right.** An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. **Rent.** The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.5 **Successor Landlord.** A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 **Termination Right.** A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the lien of the Mortgage, and all advances made under the Mortgage.

3. **Non-disturbance, Recognition and Attornment.**

3.1 **No Exercise of Mortgage Remedies Against Tenant.** So long as the Lease has not been terminated on account of Tenant's default (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action, which indemnity shall survive termination or expiration of this Agreement.

3.2 **Non-disturbance and Attornment.** If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 **Further Documentation.** The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 in writing upon request by either of them.

3.4 **Consent to Lease.** Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 **Claims Against Former Landlord.** Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment unless and to the extent that Mortgagee was furnished notice and opportunity to cure the same. (The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, if any).

4.2 **Prepayments.** Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 **Payment; Security Deposit.** Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 **Lease.** Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) **No Modification, Termination or Cancellation.** Tenant shall not consent to any material modification, termination or cancellation of the Lease without Mortgagee's prior written consent, which consent shall not be unreasonably withheld and shall be deemed given if Mortgagee fails to respond in writing within 15 days following receipt of written notice.
- (b) **Notice of Default.** Tenant shall notify Mortgagee in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Mortgagee shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time period set forth in the Lease for Landlord's performance.
- (c) **Assignment of Rents.** Upon receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Mortgagee, Tenant shall not be required to determine whether Landlord is in default under any obligations to Mortgagee before complying with such direction and shall not be liable to Landlord for failure to pay Landlord any sums that are paid instead to Mortgagee.

5. **Miscellaneous.**

5.1 **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three (3) business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

 Attn: _____

Landlord:

 Attn: _____

Tenant:

 c/o DaVita Inc.
 Attention: Real Estate Legal
 2000 16th Street

Denver, CO 80202

With a copy to: relegal@davita.com
Subject: [Clinic #, City, State]

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties to this Agreement and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

5.5 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.6 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all parties to this Agreement.

5.7 *Execution.* This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5.8 *Representations.* Each party represents that it has full authority to enter into this Agreement and that those signatories executing this Agreement on its behalf have full power and authority to executed this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan. This Agreement shall be null and void unless Tenant receives a fully executed original counterpart hereof on or before the sixtieth (60th) day following the date of Tenant's execution.

5.9 *Recordation.* Upon full execution, this Agreement may be recorded in the real property records of the county in which the Premises is located by either party hereto, provided that the recording party delivers to the other party a copy of the recorded document. The recording party shall be responsible for the costs of recording this Agreement.

[Signature page follows.]

MORTGAGEE:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby
certify that _____ the _____ of
_____, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged
that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as
the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

TENANT:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1 & 4.4), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant and the obligations of Tenant to enter into a subordination agreement with Mortgagee.

LANDLORD:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Exhibit A to
Subordination, Attornment and Non-Disturbance Agreement
Landlord's Premises

EXHIBIT E**FORM OF ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of ____, 20__ by ____ in connection with that certain Lease Agreement dated ____ by and between ____, as Tenant and ____, as Landlord (the "Lease") for the premises located at ____ (the "Premises"), as more fully described in the Lease.

[Landlord/Tenant] hereby certifies to the best of [Landlord's/Tenant's] knowledge to ____ as follows:

1. The Lease consists of the following documents: [list documents]. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.
2. To [Landlord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
 - (a) Premises Rentable Area: _____
 - (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. Tenant 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 Tenant's/Landlord'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 Tenant or Landlord except _____.
5. No rent has been or will be paid more than 30 days in advance.
6. All legal notices to Tenant shall be sent to:

Tenant:

 c/o DaVita Inc.
 Attention: Real Estate Legal
 2000 16th Street
 Denver, CO 80202

With a copy to:

relegal@davita.com
 Subject: [Clinic #, City, State]

[Signature page follows.]

IN WITNESS WHEREOF, [Tenant/Landlord] has executed this Estoppel Certificate as of the date first above written.

[TENANT/LANDLORD]:

a _____

By: _____
Name: _____
Title: _____

EXHIBIT F**LANDLORD'S WORK**

Landlord, at Landlord's expense, shall deliver the Premises entirely demised and gutted. Landlord will be responsible for demolition of all interior partitions, doors and frames, coolers, freezers, grease trap, plumbing, electrical, mechanical systems (other than current HVAC and what is designated for reuse by Tenant), remove all lighting, ceiling grid, carpet and/or ceramic tile and finishes of the Building from slab to roof deck to create a "raw shell" condition. Notwithstanding the foregoing, such demolition and removal shall not include any load-bearing walls. Premises shall be broom clean and ready for interior improvements, free and clear of any components, asbestos or material that is in violation of any EPA standards of acceptance and local hazardous material jurisdiction standards.

Additionally, Landlord, at Landlord's expense, shall replace the existing roof. Landlord will coordinate necessary roof penetrations with Tenant prior to roof install. The roof replacement shall be completed within sixty (60) days (weather and availability of materials permitting) after the mutual approval of the plans and specifications of Tenant Improvements as provided in Section 10 of the Lease.

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warranty against leakage due to ordinary wear and tear. Roof system to include a minimum of R-21 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the Property or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the Building, sidewalks, and pavement.

Landlord shall deliver structure and foundation of the Building in good working order and shape within 60 days following the Lease Effective Date.

Landlord, at Landlord's expense, shall repair the existing asphalt condition in the parking lot within 60 days (weather and availability of materials permitting) after the Possession Date.

Landlord, at Landlord's expense, shall deliver all exterior doors meeting all barrier-free requirements including but not limited to American Disabilities Act (ADA), Local Codes and State Department of Health requirements for egress, including without limitation by installing push paddles and/or panic hardware or any other hardware for egress. As part of such delivery, any missing weather stripping, damage to doors or frames will be repaired or replaced by Landlord.

Landlord will provide, if not already present, a front entrance and rear door to space per the following criteria:

Front/ Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.

Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leaves), b) 60" Roll up door) with 20 gauge insulated hollow metal, painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset.

For any of the above -described Front/ Patient Entry Doors or Service doors that are designated to be provided, modified or prepared by Landlord, Landlord shall provide to Tenant, prior to door fabrication, submittals containing specification information, hardware and shop drawings for review and acceptance

by Tenant and Tenant's architect. Landlord shall install such doors within sixty (60) days after Tenant and Tenant's architect accept in writing the said submittals.

EXHIBIT G**FORM MEMORANDUM OF LEASE**

Prepared by and Return to:

Parcel ID: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into this ____ day of _____, 20__, by _____ and _____, a _____ ("Landlord") and _____, a _____ ("Tenant"). Tenant and Landlord agree to and acknowledge the following matters:

1. Landlord and Tenant entered into that certain Lease Agreement dated as of _____, 20__ (the "Lease"), wherein Landlord has leased to Tenant, and Tenant has leased from Landlord, subject to the terms, covenants and conditions contained therein the Premises more particularly described on Exhibit A, attached and incorporated herein by reference (the "Premises").

2. The term of the Lease is for an initial period of _____ Lease Years, commencing on the Commencement Date (the "Lease Term"), subject to a right to extend and renew the Lease for _____ successive additional periods of _____ months each.

3. Intentionally omitted.

4. Intentionally omitted.

5. The address of Landlord is _____.

6. The address of Tenant is 2000 16th Street, Denver, Colorado 80202, Attn: Real Estate Legal.

7. The purpose of this Memorandum is to give record notice to all persons that Tenant has a leasehold interest in the Premises pursuant to the Lease, in addition to other rights and obligations created therein, all of which are confirmed.

8. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD

TENANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the _____ of
_____ a _____ on behalf of the
_____.

My commission expires: _____

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, the _____ of
_____ a _____ on behalf of the
_____.

My commission expires: _____

Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

EXHIBIT H**FORM OF GUARANTY****GUARANTY**

WHEREAS, Realty Income Illinois Properties 4, LLC, a Delaware limited liability company ("Landlord") and DVA Renal Healthcare, Inc., a Delaware corporation ("Tenant"), have entered into a certain lease agreement (the "Lease") dated on or about the date hereof, covering certain premises located at 1004 W. Anthony Drive, Champaign, IL 61821 (the "Premises"); and

WHEREAS, the Landlord requires as a condition to its execution of the Lease that the undersigned unconditionally becomes a guarantor to Landlord, as provided herein; and

WHEREAS, the undersigned is the ultimate parent corporation of Tenant and as such is desirous that Landlord enter into the Lease with Tenant.

NOW THEREFORE, in consideration of the execution of the Lease by Landlord and other good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Landlord, 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 Tenant (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") for the Term (as may be extended) of the Lease. Notwithstanding the foregoing, the Liabilities shall not exceed the amount of Base Rent and Additional Rent (as defined in the Lease) for the period commencing upon the date of an Enforcement Event (as defined in Section 6 herein) and ending on the date that is twenty-four (24) months following the date of the Enforcement Event. In the event an Enforcement Event occurs after the expiration of the twenty-fourth (24th) month prior to the expiration or other termination of the Lease, the Liabilities shall not exceed the amount of Base Rent and Additional Rent that would accrue during the remainder of the Term of the Lease (excluding any unexercised Renewal Periods).
2. Landlord 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 Landlord and Tenant or between Landlord 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 Tenant; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Landlord 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 Landlord 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, Landlord and/or Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.
4. Landlord may, without notice, assign this Guaranty in whole or in part to Landlord'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. No assignment of the Lease by Tenant pursuant to Section 7 of the Lease shall serve to release Guarantor hereunder and Guarantor shall remain responsible

for performing Tenant's obligations under the Lease should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing.

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

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 (an "Enforcement Event").

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 Tenant or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Tenant or the undersigned.

8. The waiver of any right by Landlord 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 Landlord unless such waiver or modification is in a writing signed by Landlord.

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 Landlord, its successors and assigns.

10. All rights and remedies of Landlord 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 in which the Premises is located 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 Landlord hereunder, or the immediate taking effect of this Guaranty between the undersigned and Landlord with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed as of the _____ day of _____, 2017.

DAVITA INC.. a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT I**KNOWN ENCUMBRANCES**

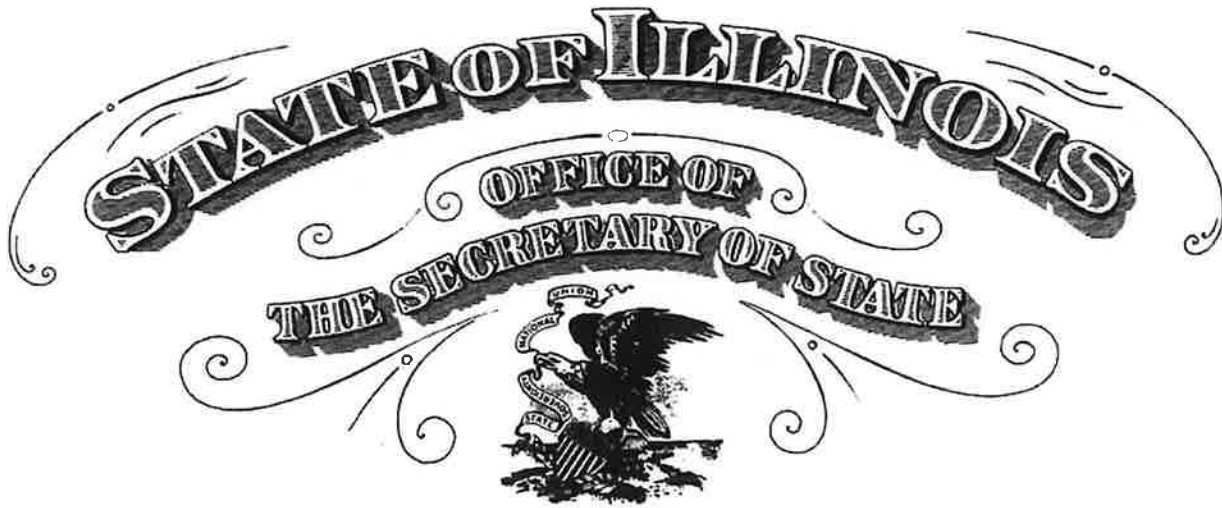
1. Covenants and restrictions as set forth in (a) Plat Book BB, Page 145 on November 4, 1991; (b) Plat Book BB, Page 230, Document No. 93R6959 on March 29, 1993; and (c) any Owner's Certificate attached to either of the aforementioned plats (collectively, the "Plat")
2. Building setback lines as shown on the Plat.
3. Easement for public utilities over, upon and under the North 15 feet and the South 10 feet of the land as shown on the Plat.
4. Easement of Illinois Power Company, its successors and assigns, for the right to lay, operate and maintain a pipeline for the transportation of gas and appurtenances, as contained in the Easement made by Philip M. Faucett and Beulah Bach Faucett recorded October 31, 1968 in Book 889 at Page 74 as Document No. 784520, over, upon and under the South 10 feet of the land.
5. Easement of Northern Illinois Water Corporation, its successors and assigns, for right to lay, operate, alter, remove and relay a pipeline for the transportation of water and appurtenances, as contained in the Easement made by Philip M. Faucett and Beulah Bach Faucett recorded April 9, 1969 in Book 900 at Page 259 as Document No. 790751, over, upon and under the Southern 10 feet of the land.
6. Access Parking and Utility Easement as contained in the instrument recorded April 16, 1993 in Book 1900 at Page 238 s Document No. 93R9003.
7. Terms, provisions and conditions contained in Council Bill No. 90-264 "Ordinance Annexing Territory" recorded as Document No. 90R21320.
8. Terms, provisions and conditions contained in Council Bill No. 91-85 "Ordinance Annexing Territory" recorded as Document No. 91R12756.
9. The following environmental disclosure document for transfer of real property appears of record which includes a description of the land insured or a part thereof; Instrument recorded December 3, 1990 in Book 1717 at Page 579 as Document No. 90R23882.

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

The Illinois Certificate of Good Standing for DVA Renal Healthcare, Inc. is attached at Attachment – 3.

File Number

6097-191-9



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

DVA RENAL HEALTHCARE, INC., INCORPORATED IN TENNESSEE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 23, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 14TH day of JANUARY A.D. 2020 .

Jesse White

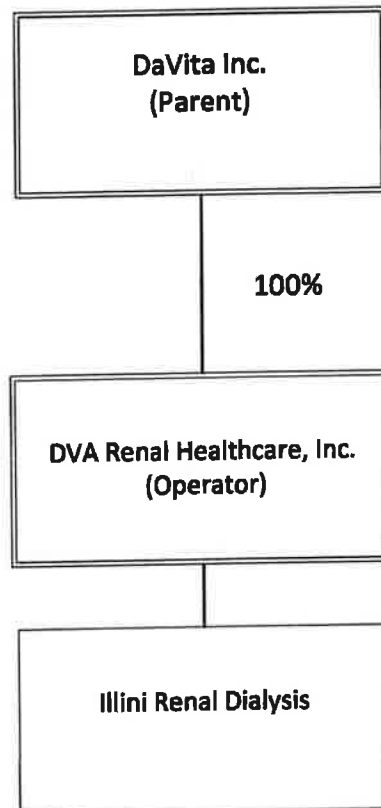
SECRETARY OF STATE

Authentication #: 2001403372 verifiable until 01/14/2021
Authenticate at: <http://www.cyberdriveillinois.com>

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

The organizational chart for DaVita Inc., DVA Renal Healthcare, Inc., and Illini Renal Dialysis is attached at Attachment – 4.

**Illini Renal Dialysis
Organizational Chart**



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

The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

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

The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

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
17-029	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
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
18-048	Sauganash Dialysis	Establishment	04/30/2020
19-050	Alpine Dialysis	Relocation	03/31/2022

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	\$1,357,700	8,364				8,364	
Total Clinical	\$1,357,700	8,364				8,364	
NON REVIEWABLE							
NON-CLINICAL							
Total Non-Reviewable							
TOTAL	\$1,357,700	8,364				8,364	

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 a 6 station expansion of Illini Renal Dialysis, an 18 station dialysis clinic located at 1004 West Anthony Drive, Champaign, 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). Key initiatives of DaVita which are covered in that report are also outlined below.

Kidney Disease Statistics

37 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 2016 and 2017, the proportion of Medicare patients with recognized CKD increased from 13.8 percent to 14.5 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 2017 (124,500) versus 1980 (17,901).⁴
- Over thirteen times more patients are now being treated for ESRD than in 1980 (746,557 versus 56,402).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

¹ Centers for Disease Control & Prevention, National Center for Chronic Disease Prevention and Health Promotion, National Chronic Kidney Disease Fact Sheet, 2019 (2019) available at https://www.cdc.gov/kidneydisease/pdf/2019_National-Chronic-Kidney-Disease-Fact-Sheet.pdf (last visiting Nov. 15, 2019)

² US Renal Data System, 2019 Annual Data Report: Epidemiology of Kidney Disease in the United States Executive Summary, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 7 (2019).

³ US Renal Data System, 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, 10 (2018).

⁴ US Renal Data System, 2019 Annual Data Report: Epidemiology of Kidney Disease in the United States Executive Summary, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 24 (2019).

⁵ *Id.* at 28.

- 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 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
- 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.

DaVita's Quality Initiatives and Awards and Recognition

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.

Home Dialysis. As a national leader in home dialysis, DaVita continues to introduce initiatives to promote home modalities. DaVita supports patients in electing home dialysis by citing its flexibility and convenience, the ability to maintain employment, and its excellent outcomes. Additional benefits of home dialysis touted by DaVita to encourage patients to elect this modality include:

⁶ US Renal Data System, 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, 317 (2018).

⁷ Id. at 322.

- Being able to dialyze at home
- Shorter dialysis treatment times for patients completing short daily home dialysis
- The ability to maintain an active lifestyle
- The potential for a more liberal diet
- Time saved by not travelling to a dialysis center three (3) days a week.

As evidence of its commitment to providing in-home care, DaVita reported in July 2019 that its peritoneal and home hemodialysis programs were growing at four (4) times the rate of its in-center treatment options.

In support of home care, DaVita instituted a comprehensive care program. The program helps ensure patients have a smooth transition into home dialysis and that they are supported through the process. Home care support includes:

- Extended support during a patient's first month of home dialysis.
- 24/7 nurse availability to help with any questions or concerns.
- Pre-arranged clinic visits for face-to-face meetings with a personalized care team.
- Continuing education reviewed on a regular basis.
- Arrangements for clinic treatment for patients that would like a break from in-home care.
- 24/7 technical support directly from the manufacturer for any machine related problems.
- Access to DaVita Digest, a home dialysis newsletter that's delivered monthly.
- A personalized care team which includes a nephrologist, a home training nurse, a registered dietitian and a social worker.

Prior to starting home dialysis DaVita provides patients with comprehensive, customized home dialysis training. Through this training patients work directly with a home dialysis nurse who provides education, tools and support including instruction on: the proper use of equipment; how to create and maintain a hygienic environment; how to manage supplies; how to handle needles; and how to keep an organized log of treatments. Length of the training program varies based on patient need but typically lasts between three (3) to five (5) weeks. DaVita recently implemented a training model for nurses to become comprehensive health managers for patients with typical co-morbid conditions like diabetes, cardiovascular disease and hypertension, improving patients' chances of continuing dialysis at home.

DaVita also invests in technology to support patients at home. One such example is Home Dialysis Connect™, a suite of technology innovations designed to improve the care experience and outcomes for patients on home dialysis, which includes the following components:

- Home Remote Monitoring, which uses Bluetooth technology to transmit patient vitals to help clinicians get ahead of destabilizing events.
- A telehealth platform, which allows DaVita to conduct online appointments with its patients in the comfort and convenience of their own home.
- DaVita's mobile app supports video visits, customized education, reminders, secure texting and image sharing, allowing consistent and immediate communications with its patients' care teams.
- DaVita uses predictive analytics to help avoid costly hospitalizations and allow patients to stay on home dialysis longer.

DaVita's innovations in supporting home patients shift more care to the home setting. Over the last year, DaVita's home program grew at four (4) times the rate of its outpatient program.

Vively Health. To advance comprehensive care to chronically ill patients, DaVita formed Vively Health (recently rebranded from DaVita Health Solutions). Vively Health provides in-home primary care to the highest risk, chronically ill patients – a group Vively refers to as the nation's Most Vulnerable Patients (MVPs). MVPs are individuals with an interrelated set of chronic conditions who are frequent utilizers of the emergency room, hospital and greater health care system. Vively offers accessible, comprehensive and coordinated care for these individuals. Vively features include:

- Comprehensive house calls program, including in-home primary care, palliative care, mental and behavioral health support, medication managements and 24/7 clinical access
- Full risk medical group with no up-front or ongoing costs to health plans
- Sophisticated patient selection and predictive analytics to identify the right members based on their expected future condition-related costs
- Primary care physician and specialist friendly approach working alongside local providers to complement care delivery

Vively Health recently announced a five (5) year collaboration with Cerner Corporation in which it will utilize Cerner's technology, including its electronic health record, population health management platform and consumer framework. The single digital health record will be used to increase efficiencies within patients' homes, enhance a clinician's ability to issue spot prior to and during care visits, and provide a more comprehensive picture of an individual's health and financial information. The population health management platform will help providers know, predict and better understand the health of their populations. Use of the consumer framework will support interaction and engagement between patients, providers, and other health care organizations. It will also allow patients to access and have ownership over their health records to further active participation in their care.

To date, Vively Health has seen significant positive outcomes including:

- 91% satisfaction rating;
- 35-40% reduction in hospitalizations;
- 10-15% reduction in emergency room visits; and a
- 10-15% reduction in cost of care.

Improved Access to Kidney Care. 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.

Kidney Smart. 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.

DaVita Clinical Research. DaVita invests in innovation through its research arm, DaVita Clinical Research (DCR). DCR provides a spectrum of services for clinical drug research and device development. In November 2019, DCR presented ten (10) research abstracts at the American Society of Nephrology annual Kidney Week, which included:

- Associations between Body Mass Index, Kt/V and Outcomes among Patients Treated with Peritoneal Dialysis
- Patterns in Emergency Department Visits among American Dialysis Patients.

With access to over 90,000+ chronic kidney disease patients, 188,000+ hemodialysis patients, and 250+ research sites DCR is able to support research and provide meaningful insight aimed at improving clinical outcomes.

DaVita International. DaVita is committed to providing quality healthcare to patients around the world with operations in ten (10) countries.

DaVita Health Tour. 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.

Nephrology Care Alliance. The Nephrology Care Alliance (NCA) is a physician-led and physician-governed entity backed by DaVita. The alliance, which includes over 1,100 nephrologists nationally, seeks to reduce high-cost and high-risk incidences for chronic kidney disease patients. NCA has launched pilot programs with performance based incentives to reward high quality CKD care; is currently seeking value based program partnerships with commercial and Medicare Advantage plans for 2020; and is reviewing CCMI demonstration programs to determine if viable models exist to support the goals of value based kidney care.

IMPACT. 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.

CathAway. 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.

Patient Pathways. 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.

CKD EHR by Epic. 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.

VillageHealth DM. 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.

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.
- **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 10 health care companies to be included in the 2019 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.

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 2019, 541 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.2 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 2019, DaVita was recognized by the Dow Jones Sustainability Index (DJSI) as one of only eight 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 Communities 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	
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		
Salt Creek Dialysis	196 WEST NORTH AVENUE		VILLA PARK	DUPAGE	IL	60181		

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Sauganash Dialysis	4054 WEST PETERSON AVENUE		CHICAGO	COOK	IL	60646	
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
Stonecrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
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



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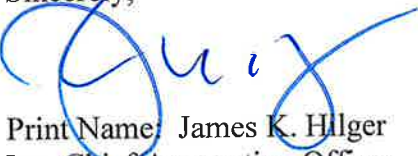
Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

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 IAC 1130.140 has been taken against any in-center dialysis facility owned or operated by DaVita Inc. or DVA Renal Healthcare, Inc. in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1430(b)(3)(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,


Print Name: James K. Hilger
Its: Chief Accounting Officer
DaVita Inc.
DVA Renal Healthcare, Inc.

Subscribed and sworn to me
This 22 day of July, 2019


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 meet the growing need for dialysis services in Champaign-Urbana and the surrounding area. The Applicants propose to add 6 stations to their existing Illini Renal Dialysis center. Importantly, Illini Renal Dialysis is located in Health Resource and Services Administration designated health professional shortage area. See Attachment – 12A. The additional stations will expand access to much needed dialysis services in Champaign-Urbana and the surrounding area.

Importantly, on November 17, 2017, the State Board approved DaVita's application to relocate and expand Illini Renal Dialysis by 6 stations (for a total of 18 stations). Since the relocated Illini Renal Dialysis became operational on March 6, 2019, Illini Renal Dialysis experienced 26% growth (or 18 patients) in the last nine months of 2019 and was operating at 80% as of December 31, 2019, and the three year compound annual growth rate ("CAGR") is 9.2% (compared 1.3% statewide). Assuming this trend continues, Illini Renal Dialysis' patient census is projected to reach 114% utilization (or 124 patients) by December 31, 2022 (two years after the additional stations become operational). The additional six stations will allow Illini Renal Dialysis to operate at an optimal level while accommodating the future need for dialysis services in Champaign-Urbana and the surrounding area.

Further, there is only one other dialysis clinic within 30 miles of Illini Renal Dialysis. As of December 31, 2019, average utilization of the two Champaign-Urbana area dialysis clinics was 75%. The three year CAGR for these two clinics is 2.7%. Based upon historical utilization, average utilization is projected to exceed 85% by 2022. Accordingly, there is insufficient capacity in the Champaign-Urbana area to accommodate the growing need for dialysis stations.

If patients do not have sufficient access to dialysis, they will be required to travel outside the Champaign-Urbana to receive dialysis. Importantly, the next closest dialysis clinics are in Danville, 35 miles away. They are highly utilized and cannot accommodate the future need of Champaign-Urbana dialysis patients. While the Decatur area clinics have capacity, they are over 40 miles away. It is not feasible to require patients to travel 240 miles each week for their dialysis treatments. Patients who have difficulty getting their dialysis because of transportation problems miss treatments, which results in involuntary non-compliance. Non-compliance has significant negative consequences, which includes worsening of anemia and bone disease due to not receiving scheduled intravenous medications during dialysis; fluid overload – shortness of breath from fluid in the lungs may require an emergency room visit and emergency dialysis; cardiac complications, including cardiac arrhythmia, cardiac arrest and death, due to high potassium levels; and cerebrovascular complications, i.e., stroke that could lead to disability and death. Furthermore, skipping dialysis decreases the total delivered dose. Skipping one or more dialysis sessions in a month has been associated with a 16% higher risk of hospitalization and 30% increased mortality risk compared to those who did not miss a dialysis session. Accordingly, the additional stations are needed to maintain access to life sustaining dialysis services for patients in Champaign-Urbana and the surrounding area.

As of December 31, 2019, Illini Renal Dialysis had a census of 86 patients. Abdel-Moneim Attia, M.D. is currently treating 37 Stage 5 pre-ESRD patients who reside within Illini Renal Dialysis service area. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that at least 30 of these 37 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional stations, this represents an 80% utilization rate.

It is essential the Applicants obtain approval to expand Illini Renal Dialysis to maintain access to necessary dialysis services to patients in Champaign-Urbana and the surrounding area.

2. A map of the market area for Illini Renal Dialysis is attached at Attachment – 12B. The market area encompasses a 15 mile radius around Illini Renal Dialysis. The boundaries of the market area are as follows:

- North 15 miles to East Bend
- Northeast 15 miles to Gifford
- East 15 miles to Ogden
- Southeast 15 miles to Sidney
- South 15 miles to Pesotum
- Southwest 15 miles to Monticello
- West 15 miles to Sangamon
- Northwest 15 miles to Blue Ridge

3. On November 17, 2017, the State Board approved DaVita's application to relocate and expand Illini Renal Dialysis by 6 stations (for a total of 18 stations). Since the relocated Illini Renal Dialysis became operational on March 6, 2019, Illini Renal Dialysis experienced 26% growth (or 18 patients) in the last nine months of 2019 and was operating at 80% as of December 31, 2019, and the three year compound annual growth rate ("CAGR") is 9.2% (compared 1.3% statewide). Assuming this trend continues, Illini Renal Dialysis' patient census is projected to reach 114% utilization (or 124 patients) by December 31, 2022 (two years after the additional stations become operational). The additional six stations will allow Illini Renal Dialysis to operate at an optimal level while accommodating the future need for dialysis services in Champaign-Urbana and the surrounding area.

4. Source Information

Health Resources & Services Administration, Shortage Areas by Address
<https://data.hrsa.gov/tools/shortage-area/by-address> (last visited Jan. 14, 2020).

Illinois Health Facilities and Services Review Board, HFSRB Quarterly ESRD Utilization (12-31-2019).

5. The purpose of this project is to meet the growing need for dialysis services in Champaign-Urbana and the surrounding area. The addition of 6 stations will allow the Applicants to meet the growing need for dialysis services in Champaign-Urbana and the surrounding area. The Applicants propose to add 6 stations to the existing Illini Renal Dialysis. As of December 31, 2019, Illini Renal Dialysis had a census of 86 patients. Based upon historical utilization trends, Illini Renal Dialysis' utilization is projected to reach 114% utilization (or 124 patients) by December 31, 2022 (two years after the additional stations become operational). The additional six stations will allow Illini Renal Dialysis to operate at an optimal level while accommodating the future need for dialysis services in Champaign-Urbana and the surrounding area.
6. The Applicants anticipate the expanded Illini Renal Dialysis will have quality outcomes comparable to other DaVita clinics. 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.



[Home \(/\)](#) › [Tools](#) › [Find Shortage Areas \(/tools/shortage-area\)](#) › **Find Shortage Areas by Address**



Find Shortage Areas by Address

Enter an address to determine whether it is located in a shortage area: HPSA Geographic, HPSA Geographic High Needs, or Population Group HPSA or an MUA/P.

Note: This search will not identify facility HPSAs. To find these HPSAs, use the [HPSA Find \(/tools/shortage-area/hpsa-find\)](/tools/shortage-area/hpsa-find) tool.

[Start Over](#)[Print](#)

HPSA Data as of 01/14/2020

MUA Data as of 01/14/2020

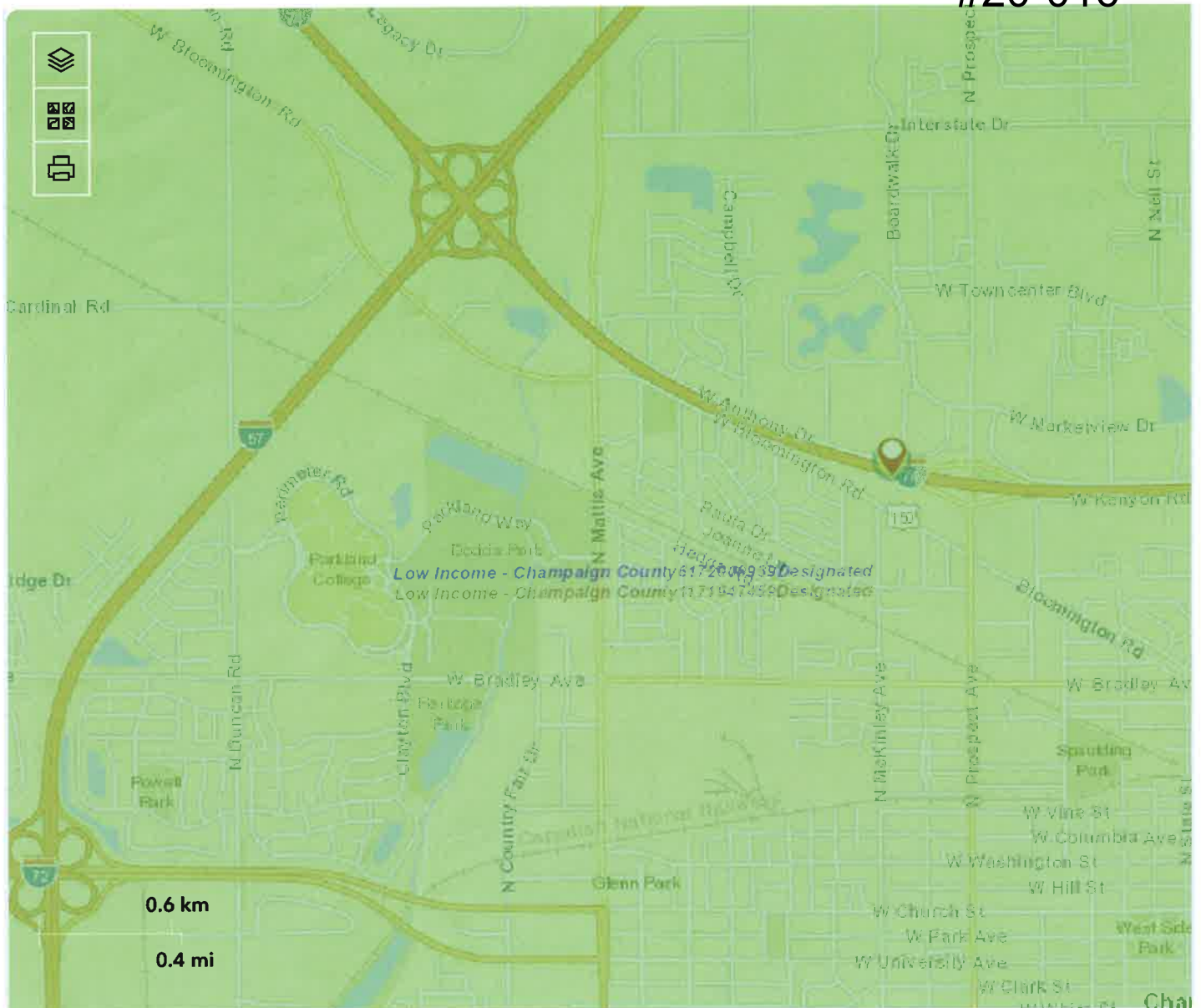
Address

1004 West Anthony Drive, Champaign, IL

Standardized address

1004 W Anthony Dr, Champaign, Illinois, 61821





Note: The address you entered is geocoded and then compared against the HPSA and MUA/P data in data.HRSA.gov. Due to geoprocessing limitations, the designation cannot be guaranteed to be 100% accurate and does not constitute an official determination.

[+] More about this address

In a Dental Health HPSA: ✓ Yes

HPSA Name: Low Income - Champaign County

ID: 6172000939

Designation Type: HPSA Population

Status: Designated

Score: 15

Designation Date: 05/06/1997

Last Update Date: 10/28/2017



In a Mental Health HPSA: ✕ No**In a Primary Care HPSA:** ✓ Yes**HPSA Name:** Low Income - Champaign County**ID:** 1171947459**Designation Type:** HPSA Population**Status:** Designated**Score:** 14**Designation Date:** 09/13/2001**Last Update Date:** 10/28/2017**In a MUA/P:** ✕ No

About HRSA

HRSA programs provide health care to people who are geographically isolated, economically or medically vulnerable. This includes people living with HIV/AIDS, pregnant women, mothers and their families, and those otherwise unable to access high quality health care. HRSA also supports access to health care in rural areas, the training of health professionals, the distribution of providers to areas where they are needed most, and improvements in health care delivery. Learn more about HRSA »

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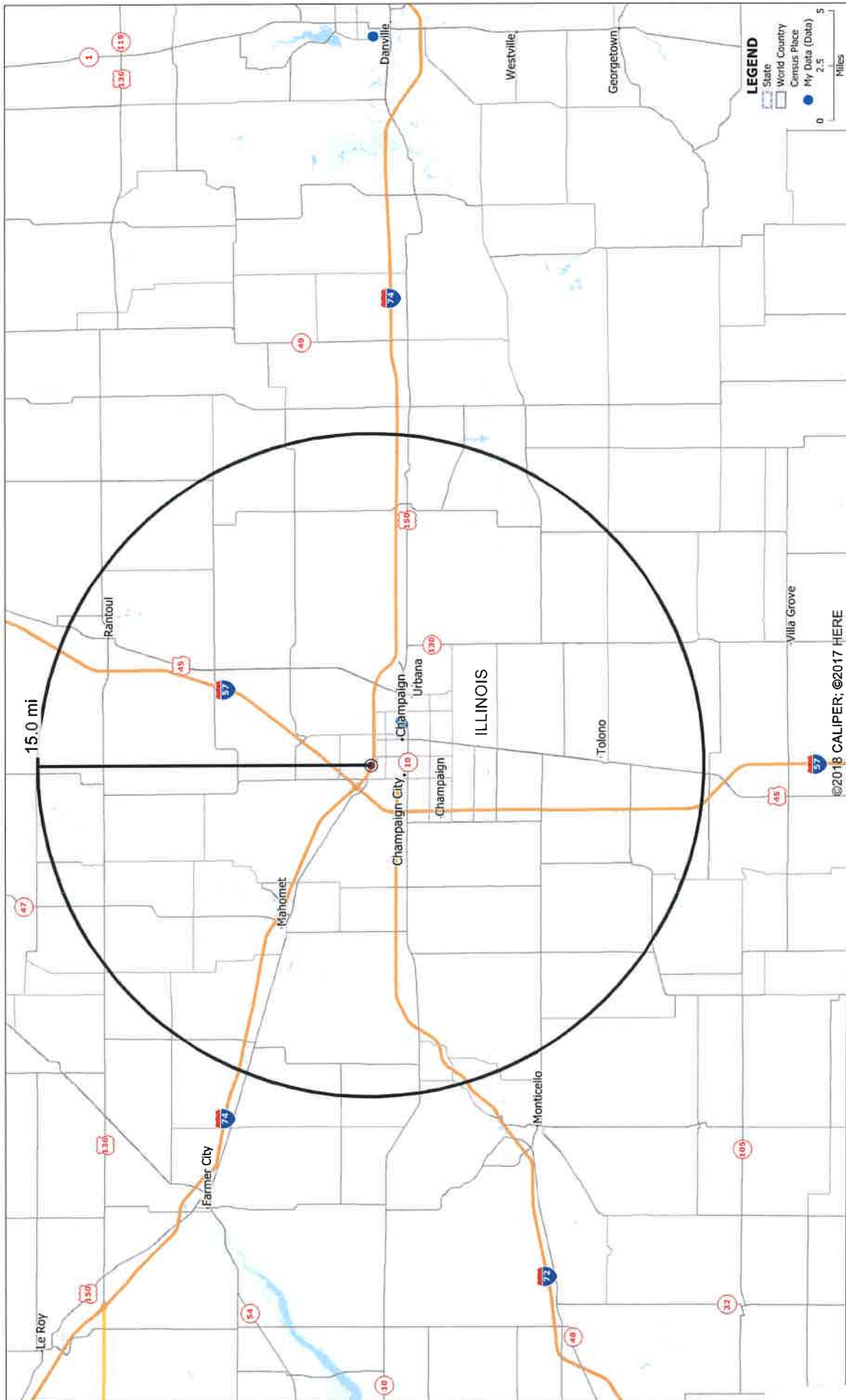
What's New (<https://data.hrsa.gov/whats-new>)

HRSA
Data Warehouse (<https://data.hrsa.gov/>)

 (<https://www.hhs.gov>)



Illini Renal 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 three options prior to determining to expand Illini Renal Dialysis by six stations. The options considered are as follows:

1. Do Nothing/Maintain Status Quo
2. Utilize Other Clinics
3. Expand Illini Renal Dialysis

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

Do Nothing/Maintain the Status Quo

On November 17, 2017, the State Board approved DaVita's application to relocate and expand Illini Renal Dialysis by 6 stations (for a total of 18 stations). Since the relocated Illini Renal Dialysis became operational on March 6, 2019, Illini Renal Dialysis experienced 26% growth (or 18 patients) in the last nine months of 2019 and was operating at 80% as of December 31, 2019, and the three year compound annual growth rate ("CAGR") is 9.2% (compared 1.3% statewide). Assuming this trend continues, Illini Renal Dialysis' patient census is projected to reach 114% utilization (or 124 patients) by December 31, 2022 (two years after the additional stations become operational). The additional six stations will allow Illini Renal Dialysis to operate at an optimal level while accommodating the future need for dialysis services in Champaign-Urbana and the surrounding area.

There is only one other dialysis clinic within 30 miles of Illini Renal Dialysis. As of December 31, 2019, average utilization of the two Champaign-Urbana area dialysis clinics was 75%. The three year CAGR for these two clinics is 2.7%. Based upon historical utilization, average utilization is projected to exceed 85% by 2022. Accordingly, there is insufficient capacity in the Champaign-Urbana area to accommodate the growing need for dialysis stations.

Finally, if patients do not have sufficient access to dialysis, they will be required to travel outside the Champaign-Urbana to receive dialysis. Importantly, the next closest dialysis clinics are in Danville, 35 miles away. They are highly utilized and cannot accommodate the future need of Champaign-Urbana dialysis patients. While the Decatur area clinics have capacity, they are over 40 miles away. It is not feasible to require patients to travel 240 miles each week for their dialysis treatments. Patients who have difficulty getting their dialysis because of transportation problems miss treatments, which results in involuntary non-compliance.

Additional stations are warranted to ensure the existing clinics operate at optimal level.

There is no capital cost with this alternative

Utilize Existing Clinics

Utilization of existing clinics to accommodate the growing need for dialysis is not feasible. As noted above, there is only one other dialysis clinic within 30 miles of Illini Renal Dialysis. As of December 31, 2019, average utilization of the two Champaign-Urbana area dialysis clinics was 75%. The three year CAGR for these two clinics is 2.7%. Based upon historical utilization, average utilization is

projected to exceed 85% by 2022. Accordingly, there is insufficient capacity in the Champaign-Urbana area to accommodate the growing need for dialysis stations.

Finally, if patients do not have sufficient access to dialysis, they will be required to travel outside the Champaign-Urbana to receive dialysis. Importantly, the next closest dialysis clinics are in Danville, 35 miles away. They are highly utilized and cannot accommodate the future need of Champaign-Urbana dialysis patients. While the Decatur area clinics have capacity, they are over 40 miles away. It is not feasible to require patients to travel 240 miles each week for their dialysis treatments. Patients who have difficulty getting their dialysis because of transportation problems miss treatments, which results in involuntary non-compliance.

There is no capital cost with this alternative.

Expand Illini Renal Dialysis

DaVita determined that the most effective and efficient way to serve current and future patients is to expand Illini Renal Dialysis. Thus, the Applicants selected this option.

The cost associated with this option is \$1,357,700.

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

The Applicants propose to add 6 stations to its existing dialysis clinic for a total of 24 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 8,640 – 12,480 gross square feet for 24 dialysis stations. The total gross square footage of the clinical space of Illini Renal Dialysis is 8,364 gross square feet (or 348.5 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	8,364	8,640 – 12,480	<276>	Below 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 Illini Renal 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 (or 116 patients for a 24 station dialysis clinic). As of December 31, 2019, Illini Renal Dialysis treated 86 patients. Further, Dr. Attia is currently treating 37 Stage 5 pre-ESRD patients from the Champaign/Urbana area. All 37 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 30 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?
2018	ESRD	8,952	N/A	8,986 ⁸	No
2019 ⁸	ESRD	10,020	N/A	13,478 ⁹	No
Year 2	ESRD	N/A	18,096	17,971	Yes

⁸ Based on 12 stations.

⁹ Illini Renal Dialysis was Medicare certified for 18 stations on March 6, 2019.

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

Illini Renal 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 Champaign/Urbana and surrounding communities has access to life sustaining dialysis. As shown in Table 110.1430(c)(2) below, Dr. Attia referred 13 patients to Illini Renal Dialysis during the most recent calendar year. 11 patients (or 85%) reside within the Illini Renal 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 Illini Renal Dialysis		
Zip Code	City	Patients
61820	Champaign	3
61822	Champaign	1
61873	Saint Joseph	1
61874	Savoy	3
61801	Urbana	1
60942	Hoopeston	1
61802	Urbana	2
85208	Mesa, AZ	1
Total		13

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

On November 17, 2017, the State Board approved DaVita's application to relocate and expand Illini Renal Dialysis by 6 stations (for a total of 18 stations). Since the relocated Illini Renal Dialysis became operational on March 6, 2019, Illini Renal Dialysis experienced 26% growth (or 18 patients) in the last nine months of 2019 and was operating at 80% as of December 31, 2019, and the three year compound annual growth rate ("CAGR") is 9.2% (compared 1.3% statewide). Assuming this trend continues, Illini Renal Dialysis' patient census is projected to reach 114% utilization (or 124 patients) by December 31, 2022 (two years after the additional stations become operational). The additional six stations will allow Illini Renal Dialysis to operate at an optimal level while accommodating the future need for dialysis services in Champaign-Urbana and the surrounding area.

There is only one other dialysis clinic within 30 miles of Illini Renal Dialysis. As of December 31, 2019, average utilization of the two Champaign-Urbana area dialysis clinics was 75%. The three year CAGR for these two clinics is 2.7%. Based upon historical utilization, average utilization is projected to exceed 85% by 2022. Accordingly, there is insufficient capacity in the Champaign-Urbana area to accommodate the growing need for dialysis stations.

As of December 31, 2019, Illini Renal Dialysis had a census of 86 patients. Abdel-Moneim Attia, M.D. is currently treating 37 Stage 5 pre-ESRD patients who reside within Illini Renal Dialysis service area. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that at least 30 of these 37 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional stations, this represents an 80% utilization rate.

A summary of pre-ESRD patients projected to be referred to the proposed dialysis clinic 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
60936	1
61801	4
61802	4
61820	6
61821	8
61822	1
61840	1
61853	1
61859	1
61866	3
61872	1
61873	1
61912	1
61938	2
61942	1
61956	1
Total	37

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

1. Illini Renal Dialysis is staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director: Abdel-Moneim Attia, M.D. serves as the Medical Director for Illini Renal Dialysis. A copy of Dr. Attia'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 6 stations, resulting in a 24-station dialysis clinic. Illini Renal 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 Illini Renal 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 James K. Hilger, Chief Accounting Officer of DaVita Inc., attached at Attachment – 23C, Illini Renal Dialysis will maintain an open medical staff.

Curriculum Vitae

Personal Information:

- Name : AbdelMoneim Mohamad Abdou Attia
 - Sex: Male.
 - Birth Date: 10/26/1954
 - Marital Status: Married.
 - Home Phone : (217) 398-0409
 - Mobile Phone : (217) 369-7682
 - Current Employment: Nephrology Attending, Carle Hospital
-

Education:

- Bachelor Degree of Medicine and Surgery: Cairo University, EGYPT, December 1977.
 - Master Degree of Internal Medicine: Cairo University, EGYPT, May 1982.
 - American Board of Internal Medicine, August 2000.
 - American Board of Nephrology November 2013 and 2023.
 - Specialist in Hypertension 2004.
-

Professional Experience:

- Internship: Cairo University Hospitals, EGYPT, March 1978 – February 1979.
- Resident Internal Medicine: ESKO General Hospital, EGYPT, March 1979 – May 1982.
- Internist: ESKO General Hospital, EGYPT, June 1982 – July 1984.
- Internist: SWCC Polyclinic, Saudi Arabia, August 1984 – June 1997.
- Resident Internal Medicine: Nassau University Medical Center, East Meadow, NY July 1997– June 2000.
- Chief resident: Nassau University Medical Center, East Meadow, NY July 2000 – June 2001.
- Nephrology Fellow: Nassau University Medical Center, East Meadow, NY July 2001 – June 2003.
- Medical Emergency Attending: Nassau University Medical Center, East Meadow, NY July 2001 – June 2003.
- Nephrology Attending: Carle Hospital, Urbana, IL July 2003 till current.
- Medical Director CU Dialysis unit: 2010 till current
- Medical Director Illini Hemodialysis unit: 2012 till current.
- Medical Advisor at CU Regional Rehab.
- Clinical Assistant Professor: Medical School, University of Illinois Urbana Champaign: current

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.

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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.

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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
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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.



#20-016

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 § 1110.1430(g) that Illini Renal Dialysis will maintain an open medical staff.

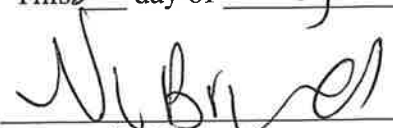
I also certify the following with regard to needed support services:

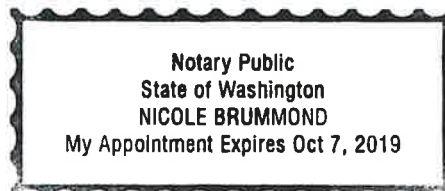
- DaVita utilizes an electronic dialysis data system;
- Illini Renal Dialysis will have available all needed support services required by CMS which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly 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: James K. Hilger
Its: Chief Accounting Officer
DaVita Inc.
DVA Renal Healthcare, Inc.

Subscribed and sworn to me
This 22 day of July, 2019


Notary Public



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

Attached at Attachment – 23C is a letter from James K. Hilger, Chief Accounting Officer of DaVita Inc. and DVA Renal Healthcare, Inc., attesting that Illini Renal 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.

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

Attached at Attachment – 23D is a letter from James K. Hilger, Chief Accounting Officer of DaVita Inc. and DVA Renal Healthcare, Inc., certifying that Illini Renal Dialysis will achieve target utilization by the second year after project completion.



#20-016

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 § 1110.1430(k), I hereby certify the following:

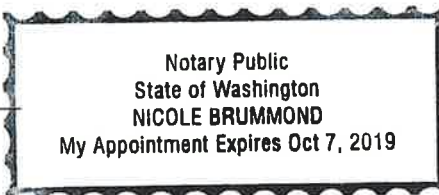
- By the second year after project completion, Illini Renal Dialysis expects to achieve and maintain 80% target utilization; and
- Illini Renal Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:
 - $\geq 85\%$ of hemodialysis patient population 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 blue ink, appearing to read "James K. Hilger".

Print Name: James K. Hilger
Its: Chief Accounting Officer
DaVita Inc.
DVA Renal Healthcare, Inc.

Subscribed and sworn to me
This 22 day of July, 2019

A handwritten signature in black ink, appearing to read "Nicole Brummond".
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 2019 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on February 24, 2020. A copy of the lease for Illini Renal Dialysis is attached at Attachment – 33.

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LEASE AGREEMENT

BY AND BETWEEN

Realty Income Illinois Properties 4, LLC

("LANDLORD")

AND

DVA Renal Healthcare, Inc.

("TENANT")

FOR SPACE AT

1004 W. Anthony Drive, Champaign, IL 61821

Dated: March 30, 2018

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EXHIBITS

EXHIBIT A - LEGAL DESCRIPTION/ BUILDING SITE PLAN

EXHIBIT A-1 – SITE PLAN SHOWING PARKING AREAS

EXHIBIT B- PREMISES FLOOR PLAN

EXHIBIT C- FORM OF COMMENCEMENT DATE MEMORANDUM

EXHIBIT D- FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

EXHIBIT E- FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F- LANDLORD'S WORK

EXHIBIT G- MEMORANDUM OF LEASE

EXHIBIT H- FORM OF GUARANTY

EXHIBIT I- KNOWN ENCUMBRANCES

DATA SHEET

Landlord: Realty Income Illinois Properties 4, LLC a Delaware limited liability company

Address of Landlord: c/o Realty Income Corporation
11995 El Camino Real
San Diego, CA 92130

Concurrently to: notices@realtyincome.com

Address for Payment of Rent: Realty Income Corporation Lockbox
PO Box 842428
Los Angeles, CA 90084

Tenant: DVA Renal Healthcare, Inc.

Address of Tenant: c/o DaVita Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrently to:
relegal@davita.com, Subject: Champaign, IL (3580)

Premises Address: 1004 W. Anthony Drive, Champaign, IL 61821

Property Square Footage: approximately 80,831 feet

Building Rentable Area: approximately 10,075 rentable square feet

Premises Rentable Area: approximately 8,364 square feet

Base Rent for Term:

Period	Monthly Base Rent	Yearly Base Rent
Rent Commencement Date through end of 1st Lease Year	\$10,367.12	\$124,405.38
Lease Year 2	\$10,574.46	\$126,893.49
Lease Year 3	\$10,785.95	\$129,431.36
Lease Year 4	\$11,001.67	\$132,019.98
Lease Year 5	\$11,221.70	\$134,660.38
Lease Year 6	\$11,446.13	\$137,353.59
Lease Year 7	\$11,675.06	\$140,100.66
Lease Year 8	\$11,908.56	\$142,902.68
Lease Year 9	\$12,146.73	\$145,760.73
Lease Year 10	\$12,389.66	\$148,675.95
Lease Year 11	\$12,637.46	\$151,649.46

DATA SHEET

Lease Year 12	\$12,890.20	\$154,682.45
Lease Year 13	\$13,148.01	\$157,776.10
Lease Year 14	\$13,410.97	\$160,931.62
Lease Year 15	\$13,679.19	\$164,150.26
FIRST RENEWAL PERIOD		
Lease Year 16	\$13,952.77	\$167,433.26
Lease Year 17	\$14,231.83	\$170,781.93
Lease Year 18	\$14,516.46	\$174,197.57
Lease Year 19	\$14,806.79	\$177,681.52
Lease Year 20	\$15,102.93	\$181,235.15
SECOND RENEWAL PERIOD		
Lease Year 21	\$15,404.99	\$184,859.85
Lease Year 22	\$15,713.09	\$188,557.05
Lease Year 23	\$16,027.35	\$192,328.19
Lease Year 24	\$16,347.90	\$196,174.75
Lease Year 25	\$16,674.85	\$200,098.25
THIRD RENEWAL PERIOD		
Lease Year 26	\$17,008.35	\$204,100.21
Lease Year 27	\$17,348.52	\$208,182.22
Lease Year 28	\$17,695.49	\$212,345.86
Lease Year 29	\$18,049.40	\$216,592.78
Lease Year 30	\$18,410.39	\$220,924.63

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on March 30, 2018 (the "Effective Date"), by and between, Realty Income Illinois Properties 4, LLC, a Delaware limited liability company ("Landlord"), and DVA Renal Healthcare, Inc., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord the Premises (as defined in Section 1 below), which includes, in part, space in a building on property located at 1004 W. Anthony Drive, Champaign, IL 61821 (the "Building"), together with all improvements thereon and appurtenant rights thereto, including, without limitation, parking areas, easements, declarations and rights of way;

WHEREAS, the property on which the Building is located is more particularly described on Exhibit A (the "Property");

WHEREAS, the Building contains approximately 10,075 rentable square feet (the "Building Rentable Area"), of which approximately 8,364 rentable square feet (the "Premises Rentable Area") and the Shared Circulation Area (as defined in Section 1 below) shall be subject to this Lease, as more fully depicted on the floor plan attached as Exhibit B; and

WHEREAS, contemporaneously with the execution and delivery of this Lease Landlord and Tenant have entered into a lease agreement pursuant to which Tenant leases from Landlord the remaining portion of the Building (the "Additional Lease").

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

1. **Demise; Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, (a) the portion of the Building consisting of the Premises Rentable Area, (b) the remaining portions of the Property (except that approximately 1,711 rentable square feet portion of the Building that is subject to the Additional Lease (the "Additional Lease Premises")), and (c) all easements and appurtenances related to the foregoing (collectively, the "Premises"), for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, including parking for Tenant's employees, patients and invitees in the locations shown on the survey of the Premises attached hereto and incorporated herein as Exhibit A-1. The portions of the Property other than the Premises Rentable Area and the Additional Lease Premises are referred to as the "Common Areas", including without limitation the shared circulation area depicted on Exhibit B ("Shared Circulation Area"), the parking areas, access drives, and sidewalks. Landlord and Tenant acknowledge and agree that the Common Areas are being leased to Tenant under both this Lease and the Additional Lease, and that Tenant and the tenant under the Additional Lease shall each have the right to use the Common Areas in common with each other. In addition, Tenant shall have the right, but not the obligation, in its sole discretion to utilize or remove and dispose of any or all furniture, fixtures and equipment located in the Premises. Landlord makes no representation or warranty as to the condition of, title to or ownership of any such furniture, fixtures or equipment for any use.

2. **Term and Delivery of Premises.**

2.1 **Term.** The term of this Lease (the "Term") shall commence upon the Effective Date. The expiration date of the Term shall be the last day of the 15th Lease Year (the "Expiration Date"), unless the Term is renewed in which event the Expiration Date shall extend to the end of such exercised Renewal Period(s). Subject to the remainder of this Section 2.1, each 12 month period beginning on the Rent Commencement Date (as defined below) shall hereinafter be called a "Lease Year". If the Rent Commencement Date falls on the first day of a month, then (A) the first Lease Year shall commence on the

Rent Commencement Date and shall end at midnight on the day immediately preceding the first anniversary of the Rent Commencement Date, and (B) thereafter, each 12 month period ending on the anniversary of such ending date shall constitute a "Lease Year". If the Rent Commencement Date does not fall on the first day of a month, then (x) the first Lease Year shall commence on the Rent Commencement Date and shall end at midnight on the last day of the month in which the first anniversary of the Rent Commencement Date occurs, and (y) thereafter, each 12 month period ending on the anniversary of such ending date shall constitute a "Lease Year". Upon determination of the Rent Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum in the form attached as Exhibit C to Tenant for Tenant's approval and execution.

2.2 Possession Date; Delay in Delivery.

(a) Landlord shall deliver possession of the Premises to Tenant with all of Landlord's Work (as defined in Section 9) substantially completed on or before the date that is 60 days following the Effective Date, except for such Landlord's Work that may be substantially completed after the said 60 days, as provided in Exhibit F hereto. Prior to delivery, Tenant shall provide to Landlord proof of satisfaction of Tenant's insurance requirements set forth in Section 18 below. The date on which Landlord actually delivers possession of the Premises to Tenant with all of Landlord's Work substantially completed (except as provided in Exhibit F hereto) is hereinafter referred to as the "Possession Date".

(b) If the Possession Date occurs on or after the 90th day following the Effective Date (the "Outside Delivery Date"), then Tenant may elect: (i) to terminate this Lease by written notice to Landlord; or (ii) to receive two days of Base Rent and Additional Rent abatement (in an amount equal to the applicable rent rate for periods following any rent abatement) for each day of delay in substantial completion of Landlord's Work beyond the Outside Delivery Date.

3. Rent. Beginning on the Rent Commencement Date (as defined below), Tenant shall pay as initial annual base rent ("Base Rent") the amount set forth in the Data Sheet, in advance, on the first day of each calendar month during the Term, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Rent Commencement Date occurs. As a condition to payment of Base Rent, Additional Rent, or other charges, Landlord shall provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification. Upon any assignment by Landlord of its rights, title and interest in and to this Lease, Landlord shall cause such successor Landlord to deliver a completed Form W-9 to Tenant.

The "Rent Commencement Date" shall be the earlier occurrence of the following events: (i) 180 days following the Possession Date; or (ii) the later of the following dates: (A) the date on which Tenant has substantially completed construction of its Tenant Improvements (as defined below), in accordance with final construction documents approved by Landlord and Tenant; or (B) the date on which Tenant has obtained all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, if applicable, the certificate of occupancy, from the applicable municipal authority in which the Premises is located. "Substantially completed" shall mean, as applicable, that all of Landlord's Work (as defined below) or the construction of the Tenant Improvements is complete except for nominal punch list items.

Actual rentable square footage for the Premises may be computed (at Tenant's sole cost and expense) in accordance with *Retail Buildings: Standard Method of Measurement* (ANSI/BOMA Z65.5-2010), as promulgated by The Building Owners and Managers Association International. Tenant may elect to have the space measured prior to the Rent Commencement Date or during the first Lease Year; provided, however, in no event shall the Base Rent, Additional Rent and other sums payable by Tenant under this Lease be adjusted based on the Premises Rentable Area.

Except as otherwise provided in this Lease, it is the intention of the parties that Landlord shall receive Base Rent, Additional Rent, and all sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided herein).

4. Renewals. Tenant shall have the right and option to renew this Lease for 3 additional periods of five years each (each a "Renewal Period"), next immediately ensuing after the expiration of the initial Term and any subsequent Renewal Period by notifying Landlord in writing not less than 180 days before the expiration of the immediately preceding initial Term or subsequent Renewal Period of Tenant's intention to exercise its option to renew. In the event Tenant fails to provide a renewal notice during such period, Landlord shall notify Tenant in writing within 180 days prior to expiration of the then existing Term or Renewal Period of Tenant's option to extend this Lease. Tenant shall then have an additional 30 day period after receipt of Landlord's notice to exercise its right of renewal. In the event that Tenant 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, except that Base Rent shall be paid as set forth in the Data Sheet.

5. Condition of Premises. Landlord represents and warrants that the roof and roof membrane shall be free of leaks and in good condition as of the date required for the roof replacement, as provided in Exhibit F. In addition to Tenant's other rights hereunder, if any material latent defects in the structure of the Building (including, without limitation, the exterior walls, lintels, floor, roof framing or utility lines), which are not caused by Tenant, are discovered prior to or during Tenant's construction of the Tenant Improvements (as defined below), then Tenant may notify Landlord in writing of the defect and Landlord shall thereafter have a reasonable time not to exceed 30 days (subject to weather and availability of materials and permits) to make any necessary repairs or replacements to the reasonable satisfaction of Tenant. If Landlord fails to make any such necessary repairs or replacements, then Tenant may terminate this Lease by written notice to Landlord.

6. Use of Premises. Tenant may 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 Tenant and related office and administrative uses or for any other lawful purpose(s) (the "Permitted Use"); provided that any purpose other than uses as or related to the Permitted Use (excluding "any lawful purpose"): (i) is in compliance with applicable environmental, zoning and land use laws and requirements; (ii) does not violate any of the Known Encumbrances (as defined below) or any new encumbrances or restrictions affecting the Premises after the Effective Date if created or filed by or with the written consent of Tenant (collectively "New Encumbrances"); (iii) does not conflict with any other agreement to which Landlord is bound where such conflict would materially adversely affect Landlord and provided Landlord has notified Tenant of such agreement; (iv) would not have a material adverse effect on the value of the Premises and (v) would not result in or give rise to any material environmental deterioration or degradation of the Premises. Prior to changing Tenant's use for any purpose other than the Permitted Use (excluding "any lawful purpose"), Tenant shall notify Landlord of the proposed new use. Landlord shall have ten (10) business days to notify Tenant ("Landlord's Notice") that the proposed new use: (i) violates the Known Encumbrances or any New Encumbrances, or (ii) conflicts with any other agreement to which Landlord is bound where such conflict would materially adversely affect Landlord. Upon receipt of Landlord's Notice, Tenant shall not use or permit the Premises to be used for such proposed new use. Notwithstanding the foregoing, in no event may the Premises be used as a factory, processing or rendering plant, sexually oriented business (as that term is generally construed), adult book or video store (which shall mean a store which primarily sells or offers for sale sexually explicit printed materials, audio or video tapes, or sexual devices), or flea market. Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and (subject to the Additional Lease) Tenant shall have exclusive use of and full-time access to the Premises, and may operate, up to 24 hours per day, seven days per week, year-round.

7. Assignment/Subletting. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial, including but not limited to the transferee's financial condition, the nature, quality, and character of

the transferee, the identity or business character of the transferee, the nature of the use and occupancy, and the transferee's business experience. Prior to any sublease or assignment (other than a Permitted Transfer, as defined below), Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within 30 days after service of such notice and receipt of the documents pertaining to the assignee as may be required by Landlord, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such 30-day period shall be deemed to be a consent.

Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (v) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use related to the operation of a dialysis clinic, renal care or other medical use (each a "Permitted Transfer"); provided that: (a) Tenant shall notify Landlord in writing of the occurrence of any of the foregoing events within ten (10) business days, and shall provide a true and correct copy of the sublease or agreement, together with such other documentation supporting or evidencing said event as may reasonably be requested by Landlord, (b) the term of any sublease shall not extend beyond the then current term of this Lease, and (c) Tenant shall cause the subtenant or assignee (as the case may be) to name Landlord as an additional insured under its liability policy(ies) and to deliver a certificate of liability insurance (compliant with the terms of this Lease) to Landlord.

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

Notwithstanding the foregoing, any assignment or sublease permitted under this section shall be subject to Section 48 (Additional Lease).

8. Insurance Charges, Taxes and Utilities.

8.1 Beginning on the Effective Date, Tenant shall pay "Tenant's Proportionate Share" (as defined below), in advance, in equal monthly installments at the time of the payment of Base Rent, of all costs and fees assessed by Landlord in connection with procurement, maintenance and administration of the property insurance described in Section 18 below ("Insurance Charges"). Tenant's payments of the Insurance Charges shall be based on Landlord's annual estimate of the Insurance Charges for the applicable calendar year in question. Promptly after the actual Insurance Charges for a calendar year are determined by Landlord, but in no event later than 120 days from the end of each calendar year, Landlord shall provide Tenant with a statement of such actual Insurance Charges for such calendar year (the "Annual Reconciliation Statement"). If the actual Insurance Charges for such calendar year are greater than the amount of Tenant's Proportionate Share of Insurance Charges previously paid by Tenant, Tenant, within 30 days of receipt of such Annual Reconciliation Statement, shall pay to Landlord any deficiency. If such statement shows an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installments of Base Rent and Insurance Charges or, if this Lease has expired or been terminated for reasons other than Tenant's breach or default, be paid to Tenant within 30 days after the end of the Term. The reconciliation obligations under this Section 8.1 shall survive the termination or expiration of this Lease.

Beginning on the Effective Date, Tenant shall (i) pay directly to the taxing authority(ies) at least fifteen (15) days before delinquency and as additional rent, Tenant's Proportionate Share of all Taxes (as defined below) that accrue during or are otherwise allocable to the term of this Lease; and (ii) concurrently provide Landlord with evidence of payment thereof. At Landlord's option and upon prior written notice to Tenant, at any time following a material Tenant Default, and without in any way limiting Tenant's obligations under

this Lease, Taxes shall be paid by Tenant as additional rent to Landlord in monthly installments for the remaining Term of this Lease on the same day that Base Rent is due hereunder. Such monthly installments shall be an estimated amount equal to one-twelfth (1/12) of the Taxes for the immediate preceding year, subject to adjustment when the actual amount of Taxes is determined. In the event Landlord exercises its option to have Taxes paid by Tenant to Landlord in monthly installments, the parties shall reconcile for Taxes annually pursuant to the method described above for Insurance Charges, provided, however, such reconciliation shall occur as soon as reasonably possible after receipt of the bill for Taxes from any applicable authority.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed during the Term upon the Premises; provided, however, that any one-time (as opposed to on-going) special assessment for public improvements having a useful economic life exceeding the remaining Term shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining Term. Taxes shall not include any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes that are or may be payable by Landlord or that may be imposed against Landlord. Tenant may take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Landlord shall provide Tenant with copies of all bills for Taxes promptly upon Landlord's receipt of the same. Should Landlord choose not to contest any Taxes, Tenant shall have the right to contest the Taxes with Landlord's reasonable cooperation, at no expense to Landlord. Landlord, at Tenant's sole expense, shall join in any such contestation proceedings if any Law shall so require. As used herein, all Taxes shall be net of all rebates, fees and incentives that are paid to or received by Landlord.

"Tenant's Proportionate Share" shall mean 83.0% of the Insurance Charges or Taxes (as the case may be) associated with the Property. For the avoidance of doubt, the intention of the parties is that Tenant's Proportionate Share for this Lease and Tenant's Proportionate Share for the Additional Lease shall combined equal 100% (that is, the Tenant under this Lease and the Tenant under the Additional Lease shall together be responsible for the entirety of the Insurance Charges and Taxes associated with the Property).

8.2 Intentionally Omitted.

8.3 Tenant shall pay the cost of all utilities and other services necessary in the operation of the Premises, including but not limited to, gas, fuel oil, electrical, telephone and other utility charges. Tenant, at Tenant's sole expense, may separately meter all utilities, including gas, water and electricity.

8.4 Intentionally Omitted.

8.5 Insurance Charges and other charges due from Tenant to Landlord pursuant to this Lease shall be deemed to be "Additional Rent".

8.6 Intentionally Omitted.

9. Landlord's Work. Landlord shall complete all of Landlord's Work, as described in Exhibit F. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof.

10. Tenant Improvements/Signage. Tenant shall construct its tenant improvements to the Premises and may construct and place a covered drop off canopy at the front entry door of the Premises (the "Tenant Improvements"). Tenant shall contract for the installation of Tenant Improvements with a contractor of Tenant's choice. Landlord and Tenant shall mutually approve the plans and specifications of the Tenant Improvements prior to the commencement of such work. Landlord shall not charge Tenant any fee or other charges for the supervision and/or overhead associated with the construction of Tenant Improvements. The Tenant Improvements shall be accomplished by Tenant in a good, expeditious, quality workmanlike manner, in conformity with applicable Laws and the Known Encumbrances (as defined in Article 23 below)

and any New Encumbrances, and by a licensed contractor. Prior to commencement of any such work, Tenant shall provide to Landlord copies of documents as shall reasonably be requested by Landlord, including, without limitation, permits and governmental approvals, architectural plans and manufacturer specifications. Within thirty (30) days of Landlord's written request, Tenant shall provide to Landlord final "as-built" plans, copies of all construction contracts, inspection reports and proof of payment of all labor and materials (including final unconditional lien waivers from the general contractor and all subcontractors) after completion of the Tenant Improvements. Tenant shall pay when due all claims for such labor and materials and shall give Landlord at least ten (10) days' prior written notice of the commencement of any such work. Landlord may enter upon the Premises, in such case, for the purpose of posting appropriate notices, including, but not limited to, notices of non-responsibility. For the avoidance of doubt, to the extent Tenant desires to have the Premises submetered, Tenant Improvements shall include the work involved with bringing electrical and water utilities to a point in the Premises designated by Tenant and for the separate metering for said utilities (the "Utility Work"). The cost and expense of the Utility Work will be Tenant's sole obligation.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Building. In the event the generator is located within the Building, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Building to the outside of the Building and a transfer switch to service the generator, provided, however, that if such installation will in any manner involve or impact the roofing system, then the prior written consent of Landlord shall be required.

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

Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Premises (including directional and designated parking signage in parking areas, subject to the Additional Lease), a sign on the exterior of the Building, and a monument and pylon sign at locations on the Building and/or related property as shall be agreed to by Landlord or at such locations as other tenants have signs located. All such signs shall comply with all applicable zoning Laws and the Known Encumbrances (as defined below) and any New Encumbrances. Tenant shall obtain Landlord's prior approval for signs on the exterior of the Building and each monument and pylon sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs.

Tenant shall have no right, authority, or power to bind Landlord, or any interest of Landlord in the Premises, nor to render the Premises liable for any lien or right of lien for the payment of any claim for labor, material, or for any charge or expense incurred to maintain, to repair, or to make improvements or alterations to the Premises.

11. Alterations. Tenant shall have the right to make such interior non-structural alterations, additions and improvements to the Premises ("Alterations") that it shall deem desirable for the operation of its business, without Landlord's consent, provided that any such Alterations shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building, or in any manner involve or impact the roofing system without the prior written consent of Landlord, except as is permitted in Section 32. All Alterations shall be in conformance to applicable governmental codes. Any other alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental. Tenant 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 in violation of any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law, and/or other determinations of an arbitrator or a court or other governmental

authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject ("Laws"), whether now in existence or hereafter adopted, relating to Hazardous Substances or otherwise pertaining to the environment ("Environmental Laws"). Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees 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, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: bleach, cidex, hibiclens, metricide, hydrogen peroxide and formaldehyde. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed from the Premises, at Tenant's cost and expense and disposed of in strict accordance with Environmental Laws.

Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable 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 (i) the presence after the Possession Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (ii) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Possession Date in or from the Premises of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Environmental Law.

Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable 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 (i) the presence on or prior to the Possession Date in, on, under or about the Premises, of any Hazardous Substances; (ii) any discharge or release on or prior to the Possession Date in or from the Premises of any noxious or Hazardous Substances; (iii) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or independent contractors to, in, on, under, about or from the Premises; or (iv) Landlord's failure to comply with any Environmental Law. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (i) through (iv) of the previous sentence. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

Landlord represents and warrants to Tenant that (i) to the best of Landlord's actual knowledge, without duty of inquiry or investigation, there are no Hazardous Substances in, on, under or about the Premises or Building or the land on which the Building is located, including without limitation asbestos or mold, in violation of Environmental Laws, and (ii) Landlord has received no written notice from any governmental entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located.

Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises attributable to the period on or prior to the Possession Date, Landlord shall, upon written notice from Tenant, promptly remediate the mold to the extent required by Environmental Laws. If Landlord does not commence such remediation within 10 days following written notice from Tenant, and Tenant determines, in Tenant's sole discretion, that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the actual and reasonable cost of the remediation work, and Landlord shall reimburse Tenant for the actual and reasonable cost of such remediation work within 10 days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the 10 day period, then Tenant may, at its option, offset

such actual and reasonable cost against Base Rent and Additional Rent.

Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant 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. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

13. Damage to Premises by Fire or Casualty

13.1 Damage or Destruction of the Premises

In the event any part or all of the Premises shall at any time during the term of this Lease be damaged or destroyed, regardless of cause, Tenant shall give prompt notice to Landlord. Subject to the availability of insurance proceeds, Landlord shall promptly commence and diligently pursue to repair and restore the Premises to its original condition as of the Possession Date, including buildings and all other improvements existing on the Premises as of the Possession Date, but excluding any furniture, fixtures or equipment ("Original Condition"), at Landlord's sole cost and expense. If Landlord's restoration of the Premises to the Original Condition is not substantially completed within two hundred ten (210) days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord. In the event of any termination of this Lease, Base Rent and Additional Rent shall be paid only to the date of such fire or casualty. Landlord shall be responsible for paying for any cost of repairs and restoration of the Premises to the Original Condition in excess of the proceeds available from insurance policies. For avoidance of doubt, the parties acknowledge that in the event of a partial or total destruction of the Premises Tenant, not Landlord, is responsible for repairing and restoring the Tenant Improvements, Alterations, and Tenant's furniture, fixtures, equipment and personal property, at Tenant's sole cost and expense. Tenant is not entitled to any rent abatement during or resulting from any disturbance from partial or total destruction of the Premises, and in no event shall Tenant be entitled to terminate the Lease, except as expressly provided; provided, however, Tenant's obligation for payment of Base Rent and Additional Rent shall be reduced dollar for dollar by the amount of Rent Loss or Business Interruption Insurance received by Landlord. Notwithstanding anything contained herein to the contrary, in lieu of undertaking its repair and restoration obligations as set forth in this section, Landlord shall have the right to terminate this Lease provided: (i) the Premises is totally or substantially damaged or destroyed (as defined below) and (ii) such damage or destruction occurs within the last two (2) years of the Term of this Lease or any extension hereof, upon written notice to Tenant ("Landlord's Termination Notice"), which notice shall be delivered within thirty (30) days following the date upon which Landlord learns of the casualty. Notwithstanding the foregoing, Tenant may nullify Landlord's Termination Notice if, within ten (10) business days of receipt of Landlord's Termination Notice, Tenant exercises its next available extension option by written notice to Landlord.

13.2 Damage or Destruction during the Last Twenty-four (24) Months of the Term

Notwithstanding anything contained herein to the contrary, Tenant may terminate this Lease upon giving written notice to Landlord within thirty (30) days following the date upon which the Premises is damaged or destroyed, provided: (i) such damage or destruction occurs within the last two (2) years of the Term of this Lease or any extension hereof; (ii) the Premises is totally or substantially damaged or destroyed (as defined below); and (iii) Tenant is not then in material breach of the Lease beyond applicable notice and cure periods. As used herein, the phrase "substantially damaged or destroyed" shall mean that the restoration or repair cost as estimated by at least two (2) reputable general contractors properly licensed in the State in which the Premises is located and reasonably acceptable to and approved by Landlord, exceeds fifty percent (50%) of the replacement value of the improvements immediately prior to such damage or destruction. This Lease will terminate effective on the date of such damage or destruction and Landlord and Tenant shall be released from all obligations and liabilities under this Lease with the exception of those liabilities which, pursuant to the terms of this Lease, accrued prior to the termination date and survive termination or expiration of this Lease.

14. **Eminent Domain.**

14.1 **Taking.** If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in Tenant's sole judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; or (iii) Tenant determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; then in any such event, Tenant may terminate this Lease by written notice, effective as of the date of such taking, and Base Rent and Additional Rent shall be prorated as of the date of such termination.

14.2 **Rent Adjustment.** Unless this Lease is terminated as provided in Section 14.1, if the condemnation materially adversely affects Tenant's use of the Building, then (i) commencing on the date possession is acquired by a condemning authority, Base Rent shall be reduced by the then applicable per rentable square foot Base Rent multiplied by the number of rentable square feet of the Premises Rentable Area that has been taken, and (ii) Landlord shall promptly restore the Premises, and/or replace parking and access to the Premises, at Landlord's cost and expense, to a complete architectural unit (provided, however, in the event regulatory changes occurring on or after the Effective Date require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises to the extent the cost of such changes is included as part of the condemnation award paid to Landlord by the condemning authority), in substantially the same condition that the same were in prior to such taking. During such restoration Base Rent shall be abated to the extent the Premises are rendered not useable for the Permitted Use. In the event of a rent reduction under Section 14.2.(i) above, the Tenant's Proportionate Share of Insurance Charges and Taxes under this Lease and the Additional Lease shall be equitably adjusted, provided that the Tenant under this Lease and the Tenant under the Additional Lease shall together be responsible for the entirety of the Insurance Charges and Taxes associated with the Property.

14.3 **Awards.** All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant 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 other damages recoverable under applicable Laws.

15. **Right of Entry by Landlord.** Subject to Landlord's obligations under Section 35, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and upon at least 24 hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Any work done by Landlord to Premises shall be performed during hours that will minimize interference to Tenant's operations on the Premises (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify, defend and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its agents, servants, employees, guests, invitees or independent contractors. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations. If Landlord's entry into the Premises unreasonably interferes with the conduct by Tenant of its business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to use 75% of the Premises for two or more business days, then Base Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues. Notwithstanding the foregoing, Tenant is not entitled to a rent abatement from any interference resulting from Landlord's entry into the Premises for the purpose of performing Landlord's maintenance and repair obligations under Section 20.1 below.

16. **Indemnity.** Except for claims, loss or damage caused by the gross negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees, Tenant agrees to indemnify Landlord, defend and save Landlord harmless from any and all liability, claims and loss (including, without limitation, court costs and reasonable attorneys' fees) 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 Premises. Landlord agrees to indemnify Tenant, defend and save Tenant harmless from any and all liability, claims and loss (including, without limitation, court costs and reasonable attorneys' fees) for personal injury or property damage caused or brought about by the gross negligence or willful misconduct of Landlord or its agents, servants or employees. The indemnities set forth in this Section 16 shall survive termination or expiration of this Lease.

17. Default and Remedies.

17.1 **Tenant Default and Landlord Remedies.** The occurrence of any of the following events are referred to in this Lease individually as a "Tenant Default" and collectively as "Tenant Defaults": In the event that (i) Tenant defaults in the payment of Base Rent or Additional Rent hereunder and such Base Rent or Additional Rent remains due and unpaid for ten days following written notice of such default from Landlord to Tenant; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within 30 days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such 30 day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within 60 days of its appointment; or (v) a Tenant Default occurs under the Additional Lease. Upon the occurrence of a Tenant Default, Landlord, at its option, may (1) proceed for past due installments of Base Rent or Additional Rent, reserving its right to proceed to collect the remaining installments when due; or (2) for a material Tenant Default, declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process. Notwithstanding the remedy Landlord may seek, the foregoing cure periods shall be applicable.

Landlord shall make commercially reasonable efforts to mitigate any damages Landlord incurs as a result of Tenant's breach of this Lease. If the consideration collected by Landlord upon reletting the Premises pursuant to this Section is not sufficient to pay the full monthly amount of Base Rent and Additional Rent provided for in this Lease to be paid by Tenant, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. Whether or not this Lease is terminated by Landlord or by any provision of Law, Tenant has no obligation to pay any Base Rent or Additional Rent until the date it would otherwise have become due in the absence of any Tenant Default. Landlord agrees that it shall have no right to accelerate (i.e. declare the same immediately due and payable) any Base Rent or Additional Rent which would have become due in the future; provided, however, that upon termination of this Lease by Landlord, Tenant shall pay Landlord for the then unamortized out-of-pocket costs of leasing commissions.

17.2. **Landlord Default and Tenant Remedies.** Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or the Additional Lease (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for thirty (30) days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option of (i) terminating this Lease only if the Landlord Default persists beyond the applicable cure period, Landlord is not diligently prosecuting such cure to completion, and such failure materially interferes with the conduct of Tenant's business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to reasonably use seventy-five percent (75%) of the Premises, or (ii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant within ten (10) business days after Landlord's receipt of an invoice therefor, and if Landlord fails so to reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent installments of Base Rent and Additional Rent that from

time to time become due and payable by Tenant to Landlord hereunder; provided, however, that Tenant shall not have any such right to deduct or offset to the extent that a good faith dispute exists regarding the amount owed by Landlord to Tenant.

The parties recognize that as of the Effective Date Landlord is not a Referral Source, as defined in Section 33 below, however in the event that Landlord becomes a Referral Source and if this Lease is terminated for any reason before the first anniversary of the Rent Commencement Date, then Landlord and Tenant shall not enter into any similar agreement with each other for the Premises before the first anniversary of the Rent Commencement Date.

Landlord hereby acknowledges that in order to provide a continuum of care to Tenant's patients, Tenant may delay the effective date of Tenant's termination of this Lease under any provision of this Lease giving Tenant the right to terminate until such time as Tenant has established an alternative location for the treatment of Tenant's patients and any such delay shall not operate as a waiver of Tenant's termination rights. Notwithstanding the foregoing, in the event Tenant delays the effective date of Tenant's termination of this Lease beyond thirty (30) days from the date of Tenant's notice of election to terminate, Tenant shall be obligated to pay Base Rent at one hundred twenty five percent (125%) of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Tenant is occupying the Premises. Notwithstanding the foregoing, Tenant is not entitled to delay any termination rights or remedies available to Landlord.

18. Insurance.

18.1 **Property Insurance.** Landlord shall obtain and keep in force during the term of this Lease a "Special Form" (as such term is used in the insurance industry) policy of insurance covering loss or damage to the Building (but excluding Tenant's furniture, fixtures, equipment and personal property). The policy shall be commercially reasonable in form and substance, shall be in an amount not less than the full guaranteed replacement cost of the Building and, at Landlord's option, may contain one or more of the following provisions and/or endorsements: (i) contain only standard printed exclusions; (ii) contain no coinsurance clause; (ii) include an agreed value endorsement; (iii) include business interruption with extra expense or rent loss; and (iv) include an ordinance or law coverage endorsement covering loss to the undamaged portion of the Building, demolition costs and increased cost of construction resulting from changes in laws or codes. The deductible ("Deductible") payable in connection with such policy shall be any amount deemed reasonable by Landlord in its reasonable business judgment. In the event of casualty, Tenant shall be responsible for payment of the Deductible.

(a) If the Premises is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA), Landlord may, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of insurance covering loss or damage due to flood with respect to the Premises.

(b) Tenant shall not do or permit to be done anything which shall invalidate Landlord's above insurance policies. Landlord's delay, or the failure of Landlord beyond commencement of any Renewal Period, in computing or billing for the Insurance Charges shall in no way impair the continuing obligation of Tenant to pay the Insurance Charges otherwise due pursuant to this Section.

(c) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a special causes of loss insurance policy covering all of the Tenant Improvements, Alterations, and Tenant's furniture, fixtures, equipment and personal property in an amount not less than eighty percent (80%) of the replacement value thereof, together with such other coverages as Tenant shall deem reasonable or necessary.

(d) Tenant shall also obtain and keep in force for the benefit of Landlord and Tenant during the term of this Lease, a policy of business interruption insurance ("Business Interruption Insurance") covering Base Rent and other operating expenses for a period of ONE (1) YEAR.

(e) Tenant shall also obtain and keep in force during the term of this Lease a worker's compensation policy insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises is located, and an Employer's Liability insurance policy in an amount not less than what is required by applicable law.

18.2 Liability Insurance(a) Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for both bodily injury and property damage, and shall name Landlord as additional insured. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord or its agents, servants, employees, guests, invitees, or independent contractors bear responsibility. Rather, it is the intent of this Section to provide general liability coverage to Landlord 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 Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to its own insurance for coverage.

(b) Landlord shall obtain and keep in force a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises, the Building and the Property 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, Building, or Property. Landlord's commercial liability insurance policy shall name Tenant as additional insured.

18.3 Tenant shall deliver to Landlord evidence of the existence and amounts of the insurance, to be written by reputable insurance companies, with additional insured endorsements and loss payable clauses as required herein. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

19. Subrogation. Landlord and Tenant each hereby waives and releases any and all right of recovery against the other party, including, without limitation, employees and agents, arising during the Term of this Lease for any and all loss (including, without limitation, loss of rental) or damage to property located within or constituting a part of the Premises. This waiver is in addition to any other waiver or release contained in this Lease. Every insurance policy carried by either Landlord or Tenant with respect to the Premises (with the exception of any and all contingent or secondary policies maintained by Landlord for its own benefit) shall include provisions waiving the insurer's subrogation rights against the other party to the extent such rights can be waived by the insured prior to the occurrence of damage or loss. Subject to the above, each party hereby waives any rights of recovery against the other party for any direct damage or consequential loss covered by said policies against which such party is compensated by insurance whether or not such damage or loss shall have been caused by any acts or omissions of the other party (including without limitation the gross negligence or willful misconduct of the other party), but such waiver shall operate only to the extent such waiving party is so compensated by such insurance coverage.

20. Repairs and Maintenance.

20.1 Landlord's Maintenance Responsibilities.

(a) Intentionally omitted.

(b) Landlord shall, at its sole cost and expense, maintain and keep in good order and repair and promptly make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, and exterior walls of the Building (except exterior painting and other exterior non-structural maintenance of the Building shall be Tenant's sole responsibility). In addition, Landlord shall make any necessary replacements to the parking areas. Notwithstanding the provisions of Section 17.2, if Landlord shall not commence such repairs or make necessary replacements within fifteen (15) days following written notice from Tenant that such repairs or replacements are necessary, weather permitting, or within five (5) days following written notice from Tenant of roof leaks or other water damage

or leaks, weather permitting, then Tenant may, at its option, cause such Landlord's repairs or replacements to be made and shall furnish Landlord with a statement of the cost of such repairs or replacements upon substantial completion thereof. Landlord shall reimburse Tenant for the cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to ten percent (10%) of the cost of such repairs or replacements within ten (10) business days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant with the ten (10) business day period, then Tenant may, at its option, offset such amount against subsequent Base Rent and Additional Rent due under this Lease provided, however, that Tenant shall not have any such right to deduct or offset to the extent that a good faith dispute exists regarding the amount owed by Landlord to Tenant. Tenant shall reimburse Landlord for the cost of any work done by Landlord under this Section that is a result of Tenant's negligence or construction. In no event shall Tenant contract directly for or conduct any structural work to the Building.

20.2 Tenant's Maintenance Responsibilities. Except for Landlord's obligations set forth herein and except for any damage caused by the willful misconduct or gross negligence by Landlord or its agents, servants, employees, guests, invitees or independent contractors within the Premises, Tenant shall, at its own expense, keep and maintain the entire Premises in a manner consistent with the condition of the Premises as of the Possession Date or completion of Landlord's Work after the Possession Date (as applicable), ordinary wear and tear and casualty loss excepted, including, but not limited to, the interior and exterior of the Building, plumbing and electrical systems, HVAC systems, Common Areas, sidewalks, curbs, trash enclosures, landscaping with sprinkler system (if installed), light standards, driveways and parking areas which are a part of the Premises and the non-structural elements of all doors and entrances of the Premises, excepting normal wear and tear, fire, acts of God, acts of Landlord, and/or other casualty or the elements.

21. **Brokers.** Landlord represents and warrants to Tenant that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Coldwell Banker Commercial Devonshire Realty, representing Landlord ("Landlord's Broker"). Tenant represents and warrants to Landlord that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Cushman & Wakefield, representing Tenant ("Tenant's Broker"; Landlord's Broker and Tenant's Broker are hereinafter sometimes referred to collectively as "Broker"). Landlord shall pay Broker a brokerage commission pursuant to a separate agreement. Under no circumstances shall Landlord be liable under any contract or agreement, written or otherwise, with respect to the payment of any brokerage commissions or finders' fees to Tenant's Broker, except as may be provided in a separate written agreement executed by Landlord.

22. **Emergency.** If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within 15 days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the 15 day period, then Tenant may, at its option, offset such amount against Base Rent and Additional Rent due under this Lease; provided, however, that Tenant shall not have any such right to deduct or offset to the extent a good faith dispute exists regarding the amount owed by Landlord to Tenant.

23. **Title.** Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Premises and the Property, including the Building and all improvements thereon, and has the right and authority to enter into this Lease. Landlord further represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease. Attached hereto as Exhibit I is a list of all covenants, conditions and restrictions of record encumbering the Property, to the best of Landlord's actual knowledge, without duty of investigation or inquiry ("Known Encumbrances").

Landlord shall not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall be entitled to the exclusive use of the entire parking area, subject to the Additional Lease.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Subject to Section 12 hereof, Landlord represents and warrants to Tenant that as of the Possession Date the Premises is in compliance with all applicable Laws and all Known Encumbrances; provided, however, the foregoing representation and warranty shall not apply to any applicable zoning Laws. Landlord 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 and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that, as of the Possession Date, the Premises complies with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 *et seq.* (1990).

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, Landlord shall promptly 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 Tenant's particular use and not due to any act by Landlord, Tenant shall promptly make such alterations, at its sole cost and expense.

25. Intentionally Omitted.

26. Tenant to Subordinate. Tenant shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage on the Premises ("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 Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content provided in Exhibit D. Landlord shall, at or prior to the Effective Date, secure from Landlord's present Mortgagee a non-disturbance agreement and Landlord shall secure from any future Mortgagee or lienholder of Landlord a non-disturbance agreement in a form substantially similar to Exhibit D. If Landlord shall not obtain such non-disturbance agreement, then this Lease shall not be subordinate to any such future lien, mortgage, or refinancing.

27. Quiet Enjoyment. Tenant shall, upon payment of the Base Rent and Additional Rent, quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term.

28. Memorandum of Lease. Concurrent with execution of this Lease, Landlord and Tenant will execute a recordable form of a memorandum or notice of this Lease in the form attached as Exhibit G. Tenant shall be responsible for the cost of recording the same. Upon Landlord's written request following the expiration or termination of this Lease, Tenant shall execute and deliver to Landlord a Release of Memorandum of Lease ("Release"). Landlord shall be responsible for the cost of recording the Release.

29. 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 (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by overnight courier such as Federal Express. All notices to Landlord should be addressed to Landlord at 11995 El Camino Real, San Diego, CA 92130; Attn: Legal Department; Telephone: (858) 284-5000; with a copy by email to: notices@realtyincome.com or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant c/o DaVita Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, with copy to: relegal@davita.com, Subject: Champaign, IL (3580), or to any such other place as Tenant may from time to time designate in written notice to Landlord. In addition, all correspondence to Tenant related to Taxes, Insurance, Base Rent or Additional Rent shall be sent to c/o DaVita Inc., P.O. Box 1476, Tacoma, WA 98401-1476; Attention: Rent Department, with copy to RentDepartment@davita.com. Notwithstanding anything contained in this Lease to the contrary, any written notice by either Landlord or Tenant to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original

signature, provided that the party providing such notice obtains a delivery confirmation email and further provided that within three (3) business days after the electronic transmission of any such notice, Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

30. **Estoppel Certificate.** Each of Landlord and Tenant agrees at any time and from time to time upon not less than 15 business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached as Exhibit E certifying that (i) 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), (ii) the dates to which Base Rent and other charges have been paid in advance, if any, and (iii) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), it being intended that any such estoppel certificate delivered pursuant to this Section 30 may be relied upon by any prospective purchaser of the Premises or any Mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

31. **Landlord's Sale of the Building.** Upon Landlord's transfer of its interest in the Premises (the "Sale"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from its obligations under this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale or for any offsets due Tenant under this Lease in the event the successor in interest is a mortgagee which has not assumed liability for offsets, unless such liability is expressly assumed by Landlord's successor-in-interest in the Premises. Within 30 days following the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 33 below.

32. **Tenant's Satellite and Cable Rights.** Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee; provided, however, that Tenant shall not penetrate or impact the roofing system without the prior written consent of Landlord. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof. Tenant shall also have the right to run appropriate electrical cabling from the Premises to connect its electrical generator and associated transfer switch. Tenant shall reimburse Landlord for any costs it incurs to repair any damage to the roof caused by Tenant's installation hereunder.

33. **Regulatory Compliance.** Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis.

Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant 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"). Landlord covenants, during the Term, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any

individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

In the event Landlord, or Landlord's successors or assigns, become a Referral Source as described in this Section 33 above, the following Sections 33.1 through 33.4 shall apply but shall have no effect until such time:

33.1 Compliance. Landlord and Tenant agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's Proportionate Share (if applicable) does not exceed Tenant's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

33.2 Compliance with Law. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Landlord agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Tenant. Landlord shall notify Tenant of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Tenant from any liability arising out of the party's refusal to grant such access.

33.3 Termination Due to Legislative or Administrative Changes. In the event that there shall be a change in applicable health care Law or the interpretation thereof, including, without limitation, Medicare or Medicaid statutes, regulations or general instructions (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system or the initiation of an enforcement action with respect to any applicable health care Law, any of which affects the continuing legality of this Lease, then either party may, by notice, propose an amendment to conform this Lease to applicable Laws. If notice of such proposed change is given and the parties hereto are unable to agree, after good faith negotiations, within 90 days thereafter on an amendment, then either party may terminate this Lease by ten days' advance written notice to the other party, unless a sooner termination is required under applicable Law or circumstances.

33.4 Covered Person. In the event Landlord or any of its members, partners, shareholders or trustees is now, or any time in the future becomes, a Covered Person (as defined below), Landlord acknowledged and agrees that each individual Covered Person shall also be subject to the following provisions. Upon notification by Tenant, each Covered Person shall: (i) participate in all compliance training (including on-line general compliance training on an annual basis) that Tenant provides to the Covered Person; (ii) complete all such training within the time frames required by Tenant; (iii) comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Tenant and compliance programs applicable to Tenant, including its Code of Conduct; (iv) certify in writing or electronic form that the Covered Person read, understood and shall abide by the Code of Conduct and return such certification to Tenant within 30 days after being notified. The Covered Person shall report immediately to Tenant any suspected or known violations of Tenant's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Tenant shall provide to each Covered Person a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered

Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

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

35. Protected Health Information.

35.1 Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, 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. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by the requirements of HIPAA and all other applicable medical privacy Laws. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, including Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

35.2 Landlord shall preserve, and cause any of its employees and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, any Confidential Information of or pertaining to Tenant during and after the Term except (1) for Landlord's directors, officers, employees, affiliates, attorneys, accountants, auditors, financial or legal consultants or advisors, others providing professional services, lenders, investors or prospective purchasers of Landlord or the Premises and (2) as may be required to comply with regulatory requirements (e.g., filings with the Securities and Exchange Commission), or pursuant to a court order requiring such release or as otherwise may be required by law or legal process. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease.

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

37. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition free of debris and rubbish, excepting damage caused by reasonable wear and tear, fire, acts of God, Landlord, condemnation, and/or other casualty or the elements. All Alterations made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the Premises during the Term all Tenant Improvements and any and all furniture, removable fixtures and trade fixtures, "chase boxes" (or dialysis supply and/or waste box located along the wall of the station), equipment and personal property ("Removable Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Notwithstanding the foregoing, other than Removable Fixtures, in no event shall Tenant remove fixtures permanently affixed to the Premises without Landlord's prior written consent. Any items which Tenant does not elect to remove at or prior to the expiration of the Term shall be deemed abandoned and Landlord may cause such property to be removed from the Premises and disposed of, but the reasonable cost of any such removal shall be borne by Tenant. The provisions of this paragraph shall survive the expiration or termination of this Lease.

38. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a

month-to-month basis, terminable by either party upon 30 days' prior written notice and Tenant shall be obligated to pay Base Rent at 125% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law.

39. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

40. 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.

41. 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.

42. 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, acts of God or other causes beyond such party's reasonable control.

43. Complete Agreement. Except for that certain Guaranty executed in connection with this Lease, 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 are contained herein, and this Lease is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the lease of the Premises. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

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

45. Incorporation of Exhibits. This Lease is subject to the provisions of the attached Exhibits A-I inclusive, which exhibits are hereby made a part of this Lease.

46. Corporate Guaranty. This Lease shall take effect and be legally binding upon the parties only upon Landlord's receipt of a corporate guaranty of Tenant's obligations hereunder from DaVita Inc. in the form attached hereto as Exhibit H (the "Guaranty").

47. Financial Reporting. So long as either Tenant or the entity which directly or indirectly owns or controls Tenant is a publicly traded company then Tenant shall not be required to deliver any financial information to any party. If at any time during the Term both Tenant and the entity which directly or indirectly owns or controls Tenant are not publicly traded companies then, within 120 days after the end of each of Tenant's fiscal years during the Term, Tenant shall provide Landlord with copies of Tenant's income statement, balance sheet and, if applicable, statement of changes in financial position, and any notes to Tenant's foregoing financial statements as reviewed or audited by an independent certified public

accountant or accounting firm; provided, however, if such financial statements are not finalized within such 120 day period, then Tenant shall deliver its financial statements to Landlord within a reasonable period of time (but not to exceed 180 days after the end of each of Tenant's fiscal years during the Term) after such financial statements are finalized.

48. Additional Lease. Landlord and Tenant agree that the following shall apply to this Lease and the Additional Lease (collectively, the "Leases"):

(a) Landlord and Tenant intend that this Lease and the Additional Lease are and shall be coterminous, such that the Leases shall expire or terminate (as applicable) concurrently. In the event that (i) either Landlord or Tenant terminates this Lease or the Additional Lease pursuant to any right that it has hereunder or thereunder, or at law or in equity, or (ii) this Lease or the Additional Lease is terminated by operation of law, then such termination shall apply to both Leases and both this Lease and the Additional Lease shall terminate simultaneously;

(b) In the event Tenant exercises any option to extend the Term of this Lease or the Additional Lease for any Renewal Period, then Tenant shall also exercise its option to extend the Term of the other lease for the Renewal Term corresponding to the same time period;

(c) Any Tenant Default or Landlord Default under this Lease shall constitute a Tenant Default or Landlord Default, as the case may be, under the Additional Lease, and any Tenant Default or Landlord Default under the Additional Lease shall constitute a Tenant Default or Landlord Default, as the case may be, under this Lease; and

(d) In Section 13 (Damage to Premises by Fire or Casualty) and Section 14 (Eminent Domain) of this Lease and the Additional Lease, the term "Premises" shall be deemed to mean both the Premises pursuant to this Lease and the Premises pursuant to the Additional Lease.

(e) Notwithstanding anything in this Lease or the Additional Lease to the contrary, this Lease and the Additional Lease are and shall be inextricably linked. The tenant(s) under both leases are and shall be either identical or affiliates under common ownership or control. Except as otherwise specifically set forth in this Lease or the Additional Lease with respect to Landlord's obligations, to the extent the tenant(s) under this Lease or the Additional Lease are responsible for any costs or charges with respect to their respective Premises, the Building, or the Property, it is the intent of the parties hereto that the tenant(s) under this Lease and the Additional Lease collectively (but not jointly) will be responsible for all of such costs or charges.

[Signature pages follow.]

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

LANDLORD:

Realty Income Illinois Properties 4, LLC,
a Delaware limited liability company
by: **Realty Income Corporation,**
a Maryland corporation, its sole and
managing member

By: 
Name: Michael R. Pfeiffer
Title: Executive Vice President, General Counsel
Date: March 30, 2018

Approved As To Form
Legal Department

L. Satterfield

TENANT:

DVA Renal Healthcare, Inc.
a Delaware corporation

DocuSigned by:

By: MARY ANDERSON
Name: MARY ANDERSON
Title: Divisional Vice President
Date: MARCH 27, 2018

**FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:**

DocuSigned by:

By: JEFF PRETTY
Name: Jeff Pretty
Title: Assistant General Counsel

EXHIBIT A

LEGAL DESCRIPTION

LEGALLY DESCRIBED AS FOLLOWS:**PARCEL 1:**

RYAN'S FIRST ADDITION TO THE CITY OF CHAMPAIGN, AS PER PLAT RECORDED IN PLAT BOOK "88" AT PAGE 230, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING ALL OF LOTS 3 AND 4, AND THE SOUTH 27 FEET OF THE FEET 384 FEET OF LOT 1 (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF "WAL-MART/SAM'S SUBDIVISION" AS RECORDED IN THE PLAT BOOK 88 PAGE 148, DOCUMENT NUMBER 91R23845 ON NOVEMBER 4, 1991, BEING PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, TO WIT:

BEGINNING AT A FOUND IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 4, ALSO BEING IN THE NORTH RIGHT OF WAY LINE OF ANTHONY DRIVE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF SAID LOT 4 S75°23'00"W 76.00 FT. TO A FOUND IRON ROD, CONTINUE THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 3 ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 400.00 FT., AN ARC LENGTH OF 198.15 FT., A CHORD BEARING OF S88°32'38"W, A CHORD DISTANCE OF 198.13 FT. TO A POINT, THENCE ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 12,277.67 FT., AN ARC LENGTH OF 101.24 FT., A CHORD BEARING OF N75°27'18"W, A CHORD DISTANCE OF 101.24 FT. TO A POINT AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG THE WEST LINE OF SAID LOT 3 AND THE NORTHERLY PROJECTION THEREOF N01°33'38"E 202.29 FT. TO A POINT ON AN EXISTING CONCRETE CURB; THENCE ALONG SAID CURB AND THE EASTERLY PROJECTION THEREOF S88°26'22"E 383.41 FT. TO A SET IRON ROD IN THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, ALSO BEING THE EAST LINE OF SAID LOT 4 S00°18'12"W 187.00 FT. TO THE POINT OF BEGINNING, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

EXHIBIT A-1

SITE PLAN SHOWING PARKING AREA



EXHIBIT B

PREMISES FLOOR PLAN



EXHIBIT C**FORM OF COMMENCEMENT DATE MEMORANDUM**

With respect to that certain lease ("Lease") dated _____, between _____ ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord the Premises located at _____ as described more fully in the Lease (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date").
- (2) The Term of the Lease commenced on _____ (the "Commencement Date").
- (3) The Expiration Date of the Lease is _____.
- (4) It is agreed that the first Lease Year shall end on _____ and that each subsequent Lease Year shall end on _____.
- (5) Tenant shall commence payment of Base Rent and Additional Rent on _____.
- (7) The last dates upon which the respective renewal options may be exercised are _____, _____, and _____.

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.

LANDLORD:

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

By: _____
Name: _____
Title: _____

Date: _____

*FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:*

By: _____
Name: _____
Title: Assistant General Counsel

EXHIBIT D**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, 20__ (hereinafter called the "Lease"), _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord certain Premises more particularly described in the Lease ("Premises") located on property owned by Landlord that is more fully described in Exhibit A attached hereto and incorporated by reference ("Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of \$ _____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain [Mortgage and Security Agreement] dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____.

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable Law, including bankruptcy Law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 Former Landlord. A "Former Landlord" means Landlord and any other party that was a landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.5 **Successor Landlord.** A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 **Termination Right.** A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the lien of the Mortgage, and all advances made under the Mortgage.

3. **Non-disturbance, Recognition and Attornment.**

3.1 **No Exercise of Mortgage Remedies Against Tenant.** So long as the Lease has not been terminated on account of Tenant's default (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action, which indemnity shall survive termination or expiration of this Agreement.

3.2 **Non-disturbance and Attornment.** If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 **Further Documentation.** The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 in writing upon request by either of them.

3.4 **Consent to Lease.** Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 **Claims Against Former Landlord.** Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment unless and to the extent that Mortgagee was furnished notice and opportunity to cure the same. (The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, if any).

4.2 **Prepayments.** Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 **Payment; Security Deposit.** Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 **Lease.** Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) **No Modification, Termination or Cancellation.** Tenant shall not consent to any material modification, termination or cancellation of the Lease without Mortgagee's prior written consent, which consent shall not be unreasonably withheld and shall be deemed given if Mortgagee fails to respond in writing within 15 days following receipt of written notice.
- (b) **Notice of Default.** Tenant shall notify Mortgagee in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Mortgagee shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time period set forth in the Lease for Landlord's performance.
- (c) **Assignment of Rents.** Upon receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Mortgagee, Tenant shall not be required to determine whether Landlord is in default under any obligations to Mortgagee before complying with such direction and shall not be liable to Landlord for failure to pay Landlord any sums that are paid instead to Mortgagee.

5. Miscellaneous.

5.1 **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three (3) business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

 Attn: _____

Landlord:

 Attn: _____

Tenant:

 c/o DaVita Inc.
 Attention: Real Estate Legal
 2000 16th Street

Denver, CO 80202

With a copy to: relegal@davita.com
Subject: [Clinic #, City, State]

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties to this Agreement and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

5.5 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.6 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all parties to this Agreement.

5.7 *Execution.* This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5.8 *Representations.* Each party represents that it has full authority to enter into this Agreement and that those signatories executing this Agreement on its behalf have full power and authority to executed this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan. This Agreement shall be null and void unless Tenant receives a fully executed original counterpart hereof on or before the sixtieth (60th) day following the date of Tenant's execution.

5.9 *Recordation.* Upon full execution, this Agreement may be recorded in the real property records of the county in which the Premises is located by either party hereto, provided that the recording party delivers to the other party a copy of the recorded document. The recording party shall be responsible for the costs of recording this Agreement.

[Signature page follows.]

Attachment - 33

TENANT:

 a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
) SS
 COUNTY OF DENVER)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

 Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1 & 4.4), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant and the obligations of Tenant to enter into a subordination agreement with Mortgagee.

LANDLORD:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Exhibit A to
Subordination, Attornment and Non-Disturbance Agreement

Landlord's Premises

EXHIBIT E**FORM OF ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of ____, 20__ by ____ in connection with that certain Lease Agreement dated ____ by and between ____, as Tenant and ____, as Landlord (the "Lease") for the premises located at ____ (the "Premises"), as more fully described in the Lease.

[Landlord/Tenant] hereby certifies to the best of [Landlord's/Tenant's] knowledge to ____ as follows:

1. The Lease consists of the following documents: [list documents]. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.
2. To [Landlord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
 - (a) Premises Rentable Area: _____
 - (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. Tenant 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 Tenant's/Landlord'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 Tenant or Landlord except _____.
5. No rent has been or will be paid more than 30 days in advance.
6. All legal notices to Tenant shall be sent to:

Tenant:

 c/o DaVita Inc.
 Attention: Real Estate Legal
 2000 16th Street
 Denver, CO 80202

With a copy to:

relegal@davita.com
 Subject: [Clinic #, City, State]

[Signature page follows.]

IN WITNESS WHEREOF, [Tenant/Landlord] has executed this Estoppel Certificate as of the date first above written.

TENANT/LANDLORD:

a _____

By: _____
Name: _____
Title: _____

EXHIBIT F**LANDLORD'S WORK**

Landlord, at Landlord's expense, shall deliver the Premises entirely demised and gutted. Landlord will be responsible for demolition of all interior partitions, doors and frames, coolers, freezers, grease trap, plumbing, electrical, mechanical systems (other than current HVAC and what is designated for reuse by Tenant), remove all lighting, ceiling grid, carpet and/or ceramic tile and finishes of the Building from slab to roof deck to create a "raw shell" condition. Notwithstanding the foregoing, such demolition and removal shall not include any load-bearing walls. Premises shall be broom clean and ready for interior improvements, free and clear of any components, asbestos or material that is in violation of any EPA standards of acceptance and local hazardous material jurisdiction standards.

Additionally, Landlord, at Landlord's expense, shall replace the existing roof. Landlord will coordinate necessary roof penetrations with Tenant prior to roof install. The roof replacement shall be completed within sixty (60) days (weather and availability of materials permitting) after the mutual approval of the plans and specifications of Tenant Improvements as provided in Section 10 of the Lease.

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warranty against leakage due to ordinary wear and tear. Roof system to include a minimum of R-21 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the Property or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the Building, sidewalks, and pavement.

Landlord shall deliver structure and foundation of the Building in good working order and shape within 60 days following the Lease Effective Date.

Landlord, at Landlord's expense, shall repair the existing asphalt condition in the parking lot within 60 days (weather and availability of materials permitting) after the Possession Date.

Landlord, at Landlord's expense, shall deliver all exterior doors meeting all barrier-free requirements including but not limited to American Disabilities Act (ADA), Local Codes and State Department of Health requirements for egress, including without limitation by installing push paddles and/or panic hardware or any other hardware for egress. As part of such delivery, any missing weather stripping, damage to doors or frames will be repaired or replaced by Landlord.

Landlord will provide, if not already present, a front entrance and rear door to space per the following criteria:

Front/ Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.

Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leaves), b) 60" Roll up door) with 20 gauge insulated hollow metal, painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset.

For any of the above -described Front/ Patient Entry Doors or Service doors that are designated to be provided, modified or prepared by Landlord, Landlord shall provide to Tenant, prior to door fabrication, submittals containing specification information, hardware and shop drawings for review and acceptance

by Tenant and Tenant's architect. Landlord shall install such doors within sixty (60) days after Tenant and Tenant's architect accept in writing the said submittals.

TENANT

By: _____
Name: _____
Title: _____

Notary Public

Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

EXHIBIT H**FORM OF GUARANTY****GUARANTY**

WHEREAS, Realty Income Illinois Properties 4, LLC, a Delaware limited liability company ("Landlord") and DVA Renal Healthcare, Inc., a Delaware corporation ("Tenant"), have entered into a certain lease agreement (the "Lease") dated on or about the date hereof, covering certain premises located at 1004 W. Anthony Drive, Champaign, IL 61821 (the "Premises"); and

WHEREAS, the Landlord requires as a condition to its execution of the Lease that the undersigned unconditionally becomes a guarantor to Landlord, as provided herein; and

WHEREAS, the undersigned is the ultimate parent corporation of Tenant and as such is desirous that Landlord enter into the Lease with Tenant.

NOW THEREFORE, in consideration of the execution of the Lease by Landlord and other good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Landlord, 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 Tenant (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") for the Term (as may be extended) of the Lease. Notwithstanding the foregoing, the Liabilities shall not exceed the amount of Base Rent and Additional Rent (as defined in the Lease) for the period commencing upon the date of an Enforcement Event (as defined in Section 6 herein) and ending on the date that is twenty-four (24) months following the date of the Enforcement Event. In the event an Enforcement Event occurs after the expiration of the twenty-fourth (24th) month prior to the expiration or other termination of the Lease, the Liabilities shall not exceed the amount of Base Rent and Additional Rent that would accrue during the remainder of the Term of the Lease (excluding any unexercised Renewal Periods).

2. Landlord 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 Landlord and Tenant or between Landlord 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 Tenant; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Landlord 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 Landlord 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, Landlord and/or Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

4. Landlord may, without notice, assign this Guaranty in whole or in part to Landlord'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. No assignment of the Lease by Tenant pursuant to Section 7 of the Lease shall serve to release Guarantor hereunder and Guarantor shall remain responsible

for performing Tenant's obligations under the Lease should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing.

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

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 (an "Enforcement Event").

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 Tenant or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Tenant or the undersigned.

8. The waiver of any right by Landlord 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 Landlord unless such waiver or modification is in a writing signed by Landlord.

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 Landlord, its successors and assigns.

10. All rights and remedies of Landlord 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 in which the Premises is located 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 Landlord hereunder, or the immediate taking effect of this Guaranty between the undersigned and Landlord with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed as of the _____ day of _____, 2017.

DAVITA INC., a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT I**KNOWN ENCUMBRANCES**

1. Covenants and restrictions as set forth in (a) Plat Book BB, Page 145 on November 4, 1991; (b) Plat Book BB, Page 230, Document No. 93R6959 on March 29, 1993; and (c) any Owner's Certificate attached to either of the aforementioned plats (collectively, the "Plat")
2. Building setback lines as shown on the Plat.
3. Easement for public utilities over, upon and under the North 15 feet and the South 10 feet of the land as shown on the Plat.
4. Easement of Illinois Power Company, its successors and assigns, for the right to lay, operate and maintain a pipeline for the transportation of gas and appurtenances, as contained in the Easement made by Philip M. Faucett and Beulah Bach Faucett recorded October 31, 1968 in Book 889 at Page 74 as Document No. 784520, over, upon and under the South 10 feet of the land.
5. Easement of Northern Illinois Water Corporation, its successors and assigns, for right to lay, operate, alter, remove and relay a pipeline for the transportation of water and appurtenances, as contained in the Easement made by Philip M. Faucett and Beulah Bach Faucett recorded April 9, 1969 in Book 900 at Page 259 as Document No. 790751, over, upon and under the Southern 10 feet of the land.
6. Access Parking and Utility Easement as contained in the instrument recorded April 16, 1993 in Book 1900 at Page 238 s Document No. 93R9003.
7. Terms, provisions and conditions contained in Council Bill No. 90-264 "Ordinance Annexing Territory" recorded as Document No. 90R21320.
8. Terms, provisions and conditions contained in Council Bill No. 91-85 "Ordinance Annexing Territory" recorded as Document No. 91R12756.
9. The following environmental disclosure document for transfer of real property appears of record which includes a description of the land insured or a part thereof; Instrument recorded December 3, 1990 in Book 1717 at Page 579 as Document No. 90R23882.

Section IX, Financial Feasibility
Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2019 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on February 24, 2020.

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

Attached at Attachment – 36 is a letter from James K. Hilger, Chief Accounting Officer of DaVita Inc. and DVA Renal Healthcare, Inc., attesting that the total estimated project costs will be funded entirely with cash.

Attachment – 36A



#20-016

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.

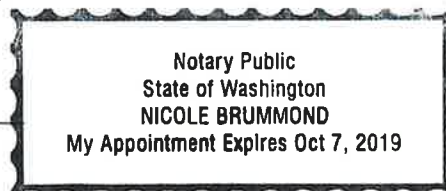
Further, the project involves the leasing of a facility. The expenses incurred with leasing the facility are less costly than constructing a new facility.

Sincerely,

Print Name: James K. Hilger
Its: Chief Accounting Officer
DaVita Inc.
DVA Renal Healthcare, Inc.

Subscribed and sworn to me
This 22 day of July, 2019

Notary Public





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.

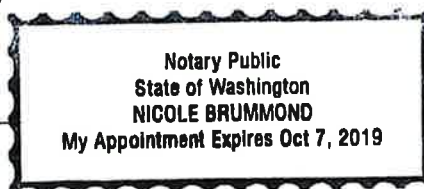
Further, the project involves the leasing of a facility. The expenses incurred with leasing the facility are less costly than constructing a new facility.

Sincerely,


 Print Name: James K. Hilger
 Its: Chief Accounting Officer
 DaVita Inc.
 DVA Renal Healthcare, Inc.

Subscribed and sworn to me
 This 22 day of July, 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 James K. Hilger, Chief Accounting Officer of DaVita Inc. attesting that the project involves the leasing of clinics and that the expenses incurred with leasing a clinic is less costly than constructing a new clinic.

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	\$3.04				8,364			\$25,438	\$25,438
Contingency									
TOTAL CLINICAL	\$3.04				8,364			\$25,438	\$25,438
NON- CLINICAL									
Contingency									
TOTAL NON- CLINICAL									
TOTAL	\$3.04				8,364			\$25,438	\$25,438

* 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	\$25,438	\$206.74 x 8,364 GSF = \$1,729,173	Below State Standard
Consulting and Other Fees	\$4,500	No State Standard	No State Standard
Moveable Equipment	\$106,175	\$56,952.02 per station = 6 stations x \$56,952.02 = \$341,712.12	Below State Standard
Fair Market Value of Leased Space or Equipment	\$1,221,587	No State Standard	No State Standard

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

Operating Expenses	\$2,431,843
Treatments	18,096
Operating Expenses per Treatment	\$134.39

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

Capital Costs	
Depreciation	\$25,282
Amortization	\$38
Total Capital Costs	\$25,320
 Treatments	 18,096
 Capital Costs per Treatment	 \$1.40

Section XI, Safety Net Impact Statement

The Applicants propose a six station expansion of Illini Renal Dialysis. An expansion of an existing clinic 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 clinics located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2017	2018	2019
Net Patient Revenue	\$357,821,315	\$394,666,458	\$420,024,352
Amount of Charity Care (charges)	\$2,818,603	\$2,711,788	\$3,509,730
Cost of Charity Care	\$2,818,603	\$2,711,788	\$3,509,730

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Attia projecting 30 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

Abdel-Moneim Mohamad Abdou Attia, M.D.
Carle Physician Group
611 West Park Street
Urbana, Illinois 61801

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

Dear Chair Savage:

I am a nephrologist in practice with Carle Physician Group. I am writing in support of the expansion of Illini Renal Dialysis located at 1004 West Anthony Drive, Champaign, Illinois. In November 2017, the Health Facilities and Services Review Board approved the relocation and 6 station expansion of Illini Renal Dialysis. Within a year of relocating to the newly expanded clinic, Illini Renal was operating at 80% utilization. Accordingly, the expansion of Illini Renal Dialysis will allow it to maintain access to life sustaining dialysis to residents of Champaign-Urbana and the surrounding area.

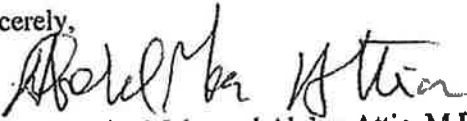
I am currently treating 57 Stage 5 pre-ESRD patients that reside in the Champaign-Urbana area. I have identified 37 patients from my practice who are suffering from chronic kidney disease ("CKD") and reside within the geographic service area of Illini Renal Dialysis. Conservatively, I predict at least 30 of the 37 CKD patients will progress to dialysis within 12 to 24 months of the station addition at Illini Renal Dialysis. My 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 I have referred for in-center hemodialysis in the past year is provided at Attachment - 2. The zip codes for the 37 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 Illini Renal Dialysis.

Sincerely,



Abdel-Moneim Mohamad Abdou Attia, M.D.
Nephrologist
Carle Physician Group
611 West Park Street
Urbana, Illinois 61801

Subscribed and sworn to me

This ____ day of _____,
2020

Notary Public

Attachment 1

Historical Patient Utilization

[illegible]

Attachment 1
Historical Patient Utilization

Illini Renal					
2017		2018		2019	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
CA	61802	TA	61822	CB	61820
FA	61942	DB	61820	TA	61822
MA	50613	BB	61889	DB	61820
TA	61822	LB	61820	BB	61859
DB	61820	SB	61802	LB	61820
LB	61822	GB	61821	SB	61821
SB	61802	RB	61802	GB	61821
GB	61821	DB	61843	RB	61802
RB	61802	JC	61820	NC	61873
CB	61832	MC	61866	MC	61866
DB	61843	DD	61866	MC	61866
EC	61866	KD	61820	LD	61821
LC	61849	LD	61821	ID	61821
JC	61820	ID	61821	GD	61801
MC	61866	GD	61801	GF	60936
DD	61866	MD	61820	BG	61801
ID	61821	RE	61821	RH	61853
MD	61820	GF	60936	FH	61801
RE	61821	BG	61801	CG	60960
BF	61821	DG	61822	DH	61840
DG	61822	LH	62864	JJ	61821
AG	61801	DH	61801	MJ	61821
CH	61822	CH	60960	CL	61802
DH	61801	DH	61840	JN	61821
CH	60960	JJ	61821	WN	61821
JJ	61821	MJ	61821	IP	61820
MJ	61832	RJ	61801	SP	61866
CL	61802	RJ	61801	SP	61820
PM	61802	CL	61802	LR	61956
KM	61801	KM	61801	RS	61801
JM	63031	JN	61821	ST	61820
AM	61820	WN	61821	CW	61802
NN	61822	IP	2930	MW	61802
JN	61821	SP	61866		
WN	61821	SP	61820		
IP	61820	LR	61956		
DR	61866	DR	61866		
RS	61801	RS	61801		
JS	61854	DT	61801		
ST	61820	ST	61820		
MW	61882	CW	61802		

Illini Renal					
2017		2018		2019	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
CW	61802	MW	61802		
MW	61802	CW	61801		
CW	61801	TW	61856		
TW	61856				
VW	61821				

[illegible]

Attachment - 3

Zip Code	Patients
60936	1
61801	4
61802	4
61820	6
61821	8
61822	1
61840	1
61853	1
61859	1
61866	3
61872	1
61873	1
61912	1
61938	2
61942	1
61956	1
Total	37

72399585.1

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

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