

**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: O'Fallon Dialysis			
Street Address: 1941 Frank Scott Parkway E, Suite B			
City and Zip Code: O'Fallon, Illinois 62269			
County: St. Clair	Health Service Area	11	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: Corporation Service Company
Registered Agent Street Address: 251 Little Falls Drive
Registered Agent City and Zip Code: Wilmington, Delaware 19808
Name of Chief Executive Officer: Javier J. Rodriguez
CEO Street Address: 2000 16 th Street
CEO 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/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000
Telephone Number: 312-873-3639/312-873-3606
E-mail Address: kfriedman@polsinelli.com/acooper@polsinelli.com
Fax Number:

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

Name: Mary J. Anderson
Title: Divisional Vice President
Company Name: DaVita Inc.
Address: 309 East Chamberlin Street, Dixon, Illinois 61021
Telephone Number: 815-594-1131
E-mail Address: mary.j.anderson@davita.com
Fax Number:

Facility/Project Identification

Facility Name: O'Fallon Dialysis			
Street Address: 1941 Frank Scott Parkway E, Suite B			
City and Zip Code: O'Fallon, Illinois 62269			
County: St. Clair	Health Service Area	11	Health Planning Area:

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

Exact Legal Name: Total Renal Care, Inc.
Street Address: 2000 16 th Street
City and Zip Code: Denver, Colorado 80201
Name of Registered Agent: Illinois Corporation Services 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
CEO Street Address: 2000 16 th Street
CEO 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

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Name: Mary J. Anderson
Title: Divisional Vice President
Company Name: DaVita Inc.
Address: 309 East Chamberlin Street, Dixon, Illinois 61021
Telephone Number: 815-594-1131
E-mail Address: mary.j.anderson@davita.com
Fax Number:

Post Permit Contact

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

Name: Kara Friedman/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000
Telephone Number: 312-873-3639/312-873-3606
E-mail Address: kfriedman@polsinelli.com/acooper@polsinelli.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: RLP Development Co., Inc.
Address of Site Owner: 514 East Vandalia Street, Edwardsville, Illinois 62025
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Total Renal Care, Inc.	
Address: 2000 16 th Street, Denver, CO 80202	
<input type="checkbox"/> Non-profit Corporation <input checked="" type="checkbox"/> For-profit Corporation <input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 	
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

Provide (for each 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>). **NOTE:** A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

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 Total Renal Care, Inc. (collectively, "DaVita" or the "Applicants") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") to add four dialysis stations to its existing in-center hemodialysis facility located at 1941 Frank Scott Parkway E, Suite B, O'Fallon, Illinois ("O'Fallon Dialysis").

This project is a non-substantive project because it does not involve 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	\$25,000		\$25,000
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs to Be Capitalized*	\$28,667		\$28,667
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$53,667		\$53,667
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$25,000		\$25,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources	\$28,667		\$28,667
TOTAL SOURCES OF FUNDS	\$53,667		\$53,667
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

*Net book value of dialysis machines to be transferred to O'Fallon Dialysis

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

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

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.
Indicate the stage of the project's architectural drawings: <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Schematics <input type="checkbox"/> Final Working </div>
Anticipated project completion date (refer to Part 1130.140): <u>December 31, 2023</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <div style="margin-left: 20px;"> <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies <input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance. </div>
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable? <div style="margin-left: 20px;"> <input type="checkbox"/> Cancer Registry – NOT APPLICABLE <input type="checkbox"/> APORS – NOT APPLICABLE <input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted <input checked="" type="checkbox"/> All reports regarding outstanding permits Failure to be up to date with these requirements will result in the application for permit being deemed incomplete. </div>

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 departments or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Not Reviewable Space [i.e., non-clinical]: means an area for the benefit of the patients, visitors, staff, or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement; vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers. [20 ILCS 3960/3]

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 representatives of the applicant entity. Authorized representatives 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 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 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 fee required for this application is sent herewith or will be paid upon request.



Signature

Stephanie N. Berberich

Printed Name

Assistant Secretary

Printed Title

Signature

Samuel T. Wey

Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me

this 13th day of September 2022

Notarization:

Subscribed and sworn to before me

this ____ day of ____



Signature of Notary

Signature of Notary

Seal

Kathy Ann Connor
 *Insert the EXACT legal name of the applicant

Seal

NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID# 20064018112
 MY COMMISSION EXPIRES 04/28/2025

CERTIFICATION

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- 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 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 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 fee required for this application is sent herewith or will be paid upon request.

Signature

Stephanie N. Berberich

Printed Name

Assistant Secretary

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Signature

Samuel T. Wey

Printed Name

Delegated Official

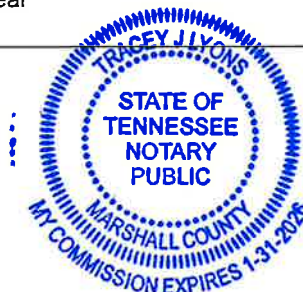
Printed Title

Notarization:

Subscribed and sworn to before me
this 12th day of September

Signature of Notary

Seal



CERTIFICATION

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Signature

Stephanie N. Berberich
Printed Name

Secretary

Printed Title

Signature


Samuel T. Wey
Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me
this 12th day of September 2022.


Signature of Notary

Seal

Kathy Ann Connor
*Insert the EXACT legal name of the applicant
STATE OF COLORADO
NOTARY ID# 20064018112
MY COMMISSION EXPIRES 04/28/2025

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

CERTIFICATION

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Signature

Stephanie N. Berberich

Printed Name

Secretary

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

Signature

Samuel T. Wey

Printed Name

Delegated Official

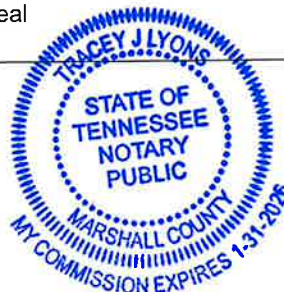
Printed Title

Notarization:

Subscribed and sworn to before me
this 12th day of September

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 can 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** 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	MET 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 VI. SERVICE SPECIFIC REVIEW CRITERIA

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

F. Criterion 1110.230 - In-Center Hemodialysis

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

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	12	16

- 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.

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)**

VII. 1120.120 - AVAILABILITY OF FUNDS

The applicant shall document those 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>\$25,000</u>	<p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p>	<p>Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion. <p>Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p> <p>Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.</p> <p>Debt – a statement of the estimated terms and conditions (including the debt time, variable or permanent interest rates over the debt time, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated. 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate. 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc. 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment. 5) For any option to lease, a copy of the option, including all terms and conditions.
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_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.
<u>\$28,667</u>	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$53,667	TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS ATTACHMENT 33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII. 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 the project's 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 IX. 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 the cash and equivalents must be retained in the balance sheet asset accounts 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 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 38, 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 Total Renal Care, Inc. (collectively, the “Applicants” or “DaVita”) are attached at Attachment – 1.

Total Renal Care, Inc. is the operator of O’Fallon Dialysis. O’Fallon Dialysis is a trade name of Total Renal Care, 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

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 NINTH DAY OF SEPTEMBER, A.D. 2022.

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

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

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



2391269 8300

SR# 20223483981

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. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

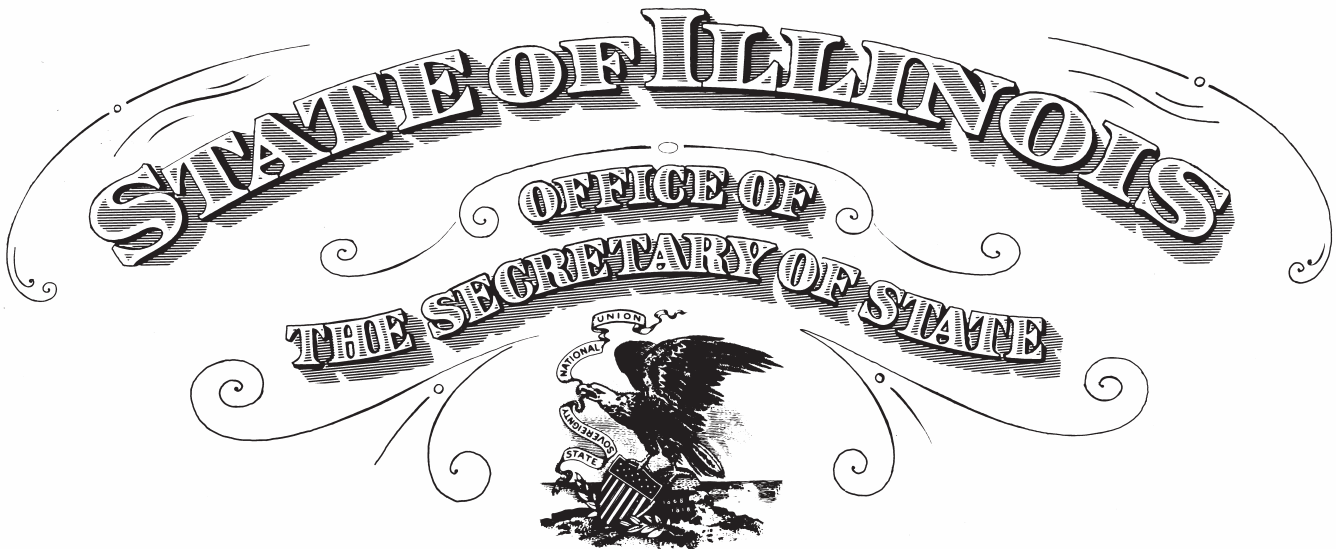
Jeffrey W. Bullock, Secretary of State

Authentication: 204354660

Date: 09-09-22

File Number

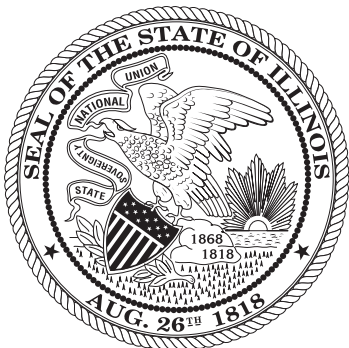
5823-002-2



To all to whom these Presents Shall Come, Greeting:

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

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, 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 9TH
day of SEPTEMBER A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2225202374 verifiable until 09/09/2023

Authenticate at: <https://www.ilsos.gov>

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

The lease between RLP Development Company, Inc. and Total Renal Care Inc. to lease the facility located at 1941 Frank Scott Parkway, Shiloh, Illinois 62269 is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

RLP DEVELOPMENT COMPANY, INC.

(“LANDLORD”)

AND

TOTAL RENAL CARE, INC.

(“TENANT”)

FOR SPACE AT

1946 Frank Scott Parkway, Shiloh, IL 62269

Dated: June 7, 2016

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EXHIBITS

EXHIBIT A- LEGAL DESCRIPTION/ BUILDING SITE PLAN

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

DATA SHEET

Landlord: RLP Development Company. Inc., an Illinois corporation

Address of Landlord: 514 E. Vandalia St.
Edwardsville, IL 62025

Address for Payment of Rent: 514 E. Vandalia St.
Edwardsville, IL 62025

Tenant: Total Renal Care, Inc.

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

Concurrently to:

relegal@davita.com, Subject: O'Fallon, IL (11533)

Premises Address: 1941 Frank Scott Parkway, Shiloh, IL 62269

Premises Rentable Area: approximately 7,794 rentable square feet

Building Rentable Area: approximately 13,399 rentable square feet

Base Rent for Term:

<u>Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 1 through 12 inclusive:	\$14.88	\$9,664.56	\$115,974.72
Full months 13 through 24 inclusive:	\$15.18	\$9,859.41	\$118,312.92
Full months 25 through 36 inclusive:	\$15.48	\$10,054.26	\$120,651.12
Full months 37 through 48 inclusive:	\$15.79	\$10,255.61	\$123,067.26
Full months 49 through 60 inclusive:	\$16.11	\$10,463.45	\$125,561.34
Full months 61 through 72 inclusive:	\$16.43	\$10,671.29	\$128,055.42
Full months 73 through 84 inclusive:	\$16.76	\$10,885.62	\$130,627.44
Full months 85 through 96 inclusive:	\$17.09	\$11,099.96	\$133,199.46
Full months 97 through 108 inclusive:	\$17.43	\$11,320.79	\$135,849.42
Full months 109 through 120 inclusive:	\$17.78	\$11,548.11	\$138,577.32

Option 1:

<u>Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 121 through 132 inclusive:	\$18.14	\$11,781.93	\$141,383.16
Full months 133 through 144 inclusive:	\$18.50	\$12,015.75	\$144,189.00
Full months 145 through 156 inclusive:	\$18.87	\$12,256.07	\$147,072.78
Full months 157 through 168 inclusive:	\$19.25	\$12,502.88	\$150,034.50
Full months 169 through 180 inclusive:	\$19.63	\$12,749.69	\$152,996.22

DATA SHEET

Option 2:

<u>Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 181 through 192 inclusive:	\$20.03	\$13,009.49	\$156,113.82
Full months 193 through 204 inclusive:	\$20.43	\$13,269.29	\$159,231.42
Full months 205 through 216 inclusive:	\$20.84	\$13,535.58	\$162,426.96
Full months 217 through 228 inclusive:	\$21.25	\$13,801.88	\$165,622.50
Full months 229 through 240 inclusive:	\$21.68	\$14,081.16	\$168,973.92

Option 3:

<u>Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 241 through 252 inclusive:	\$22.11	\$14,360.45	\$172,325.34
Full months 253 through 264 inclusive:	\$22.55	\$14,646.23	\$175,754.70
Full months 265 through 276 inclusive:	\$23.00	\$14,938.50	\$179,262.00
Full months 277 through 288 inclusive:	\$23.46	\$15,237.27	\$182,847.24
Full months 289 through 300 inclusive:	\$23.93	\$15,542.54	\$186,510.42

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on June 7, 2016 (the "Effective Date"), by and between, RLP DEVELOPMENT COMPANY, INC., an Illinois corporation ("Landlord"), and TOTAL RENAL CARE, INC., a California corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord space located at 1941 Frank Scott Parkway, Shiloh, IL 62269, as more particularly described on Exhibit A (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Building contains approximately 13,399 rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of approximately 7,794 rentable square feet (the "Premises Rentable Area") as more fully depicted on the floor plan attached as Exhibit B.

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, the Premises and all easements and appurtenances related thereto, for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, together with parking for Tenant's employees, patients and invitees in the locations shown on Exhibit A and the nonexclusive right to use all Common Areas (as defined in Section 20.1(a)).

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

2.1 **Term.** The term of this Lease shall be for 120 months (the "Term") and shall commence upon the later of the occurrence of the following two events (the "Commencement Date"): (i) the first day of the 7th month following the Possession Date, as hereafter defined; or (ii) that date that Tenant first treats a patient in the Premises. The expiration date of the Term shall be the last day of the 120th month following the Commencement Date (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). Each 12 month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, 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. In the event the Possession Date does not fall on the first day of the month, Base Rent and Additional Rent shall be prorated for any partial month and Tenant shall pay for such proration on the first day of the month following the Commencement Date.

2.2 **Estimated 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 that date which is 60 days following the Effective Date (the "Estimated Possession Date"). "Substantially completed" shall mean all construction is complete except for nominal punch list items. If the date Landlord actually delivers the Premises (the "Possession Date") is later than the Estimated Possession Date, Tenant shall receive a rent credit in an amount equal to two day's Base Rent and Additional Rent (both as defined below, in an amount equal to the applicable rate for periods following any rent abatement) for each day or part thereof that the Possession Date is later than the Estimated Possession Date. Tenant may, but shall not be obligated to, accept possession of the Premises prior to the Estimated Possession Date. Furthermore, in no event shall the time period used for calculating the Commencement Date begin to accrue prior to the Estimated

Possession Date. If the Possession Date has not occurred by 45 days after the Estimated Possession Date (the "Outside Possession Date"), Tenant may elect one of the following additional rights: (i) to terminate this Lease by written notice to Landlord; or (ii) continue 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 Estimated Possession Date.

Notwithstanding any other provision herein, all obligations of the parties hereto are contingent upon Tenant's receipt of the Certificate of Need from the Illinois Department of Health (the "CON") and neither the Term nor the accrual of any obligation to pay Base Rent, Additional Rent or other charges shall commence until Tenant has obtained a final unappealable CON. In the event that Tenant has not obtained a final unappealable CON on or before June 1, 2016, or the CON is revoked anytime thereafter, Tenant may terminate this Lease by providing Landlord with written notice and the parties hereto shall be released from all liability under this Lease.

3. Rent. Beginning on the Commencement Date, 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 Commencement Date or Expiration 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, a fully executed Commencement Date Memorandum, and for Additional Rent, Landlord's initial estimate of Operating Expenses. 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.

Actual rentable square footage for the Premises will be determined with all measurements computed 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 Commencement Date or during the first Lease Year. If the rentable square footage is found to be greater or less than the rentable square footage shown in this Lease, Base Rent, Additional Rent and other provisions of this Lease which are based on the Premises Rentable Area shall be adjusted accordingly.

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 three additional periods of five years each, next immediately ensuing after the expiration of the initial Term and any subsequent renewal period by notifying Landlord in writing not more than 24 months and not less than six months before the expiration of the immediately preceding initial Term or subsequent renewal Term of Tenant's intention to exercise its option to renew. Notwithstanding prior delivery of such notice, the notice shall be effective, notwithstanding anything to the contrary in such notice, not earlier than six months before the expiration of the immediately preceding initial Term or subsequent renewal Term. In the event Tenant fails to provide a renewal notice during such period, Landlord shall notify Tenant in writing within 90 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 at the amounts set forth in the Data Sheet.

5. Condition of Premises. Landlord warrants to Tenant, for a period of one year after the Commencement Date that the existing systems and equipment constituting a part of the Premises will be in good order and condition. Tenant shall give written notice to Landlord within such one year period of any existing condition with the existing systems and equipment of the Premises which Tenant reasonably

determines to be defective or other than as represented by Landlord herein and the expense of which shall not be an Operating Expense (as defined in Section 8). Landlord will, upon receipt of such notice from Tenant, promptly repair such defective condition, at Landlord's cost and expense. Landlord represents and warrants that the roof and roof membrane are free of leaks and in good condition as of the Possession Date.

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"). 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 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.

Landlord shall not sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord within a radius of five miles from the Premises to be occupied or used by a business that derives more than ten percent of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Landlord shall not display or permit to be displayed upon any such property within such radius any advertisement for any such business, other than Tenant's advertisement(s) for Tenant's business (es). Landlord further covenants that it will provide notice of such radius restriction to any third parties with whom Landlord conduct business within the restricted radius. In the event the radius restrictions are violated and Landlord has failed to promptly commence an action or proceeding (or arbitration, if applicable) against the violating owner, tenant or occupant or at any point in such action or proceeding (or arbitration, if applicable) fails to use commercially reasonable and good faith efforts to seek and obtain a temporary restraining order, preliminary injunction, permanent injunction or other court order or judgment enjoining or stopping such violation, then, in addition to all other rights at law and in equity, Tenant may, while such violation is continuing, reduce the Base Rent to an amount equal to 50% of the Base Rent.

If Landlord leases space within the Building to any tenant that materially impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of 30 days after notice to Landlord from Tenant, Tenant shall have the right to either (i) terminate this Lease, without any additional notice or cure period required under Section 17.2, upon 60 days' written notice specifying the effective date of Tenant's termination or (ii) implement such control measures as it deems reasonable to isolate Tenant from such noise, odors, or other nuisance, at Landlord's expense. If the control measures are unsuccessful, Tenant shall again have the right to terminate this Lease. Upon such termination, Landlord shall reimburse Tenant's unamortized leasehold improvement costs and the parties shall be relieved of all further obligations under this Lease, except those that expressly survive such termination.

In the event at any time after the Commencement Date the use of the Premises as a dialysis facility becomes illegal or Tenant is no longer eligible to receive reimbursements from Medicare or Medicaid by reasons or acts not within Tenant's control, notwithstanding any other permitted uses, Tenant may terminate this Lease and, thereafter, neither party shall have any further obligations under this Lease after the date of termination, except those that expressly survive such termination; provided, however, that as an express condition precedent to Tenant exercising such right, Tenant shall (i) provide 120 days' prior written notice of its intent to terminate, and (ii) at least 10 days prior to the effective date of the termination, pay as liquidated damages an amount equal to 24 months of then-applicable Base Rent.

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.

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. Prior to any sublease or assignment, 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, 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 (iv) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each a "Permitted Transfer").

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.

8. Operating Expenses and Utilities.

8.1 Tenant shall pay "Tenant's Proportionate Share" (as defined below) of all Taxes (as defined below), Common Areas (as defined below) maintenance charges for the Building (the "CAM Charges") and insurance premiums actually paid to a third party insurer for the Building ("Insurance"), in advance, in equal monthly installments at the time of the payment of Base Rent. Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses." As used herein, all Operating Expenses shall be net of all rebates, fees and incentives that are paid by a provider or vendor to Landlord. Tenant's payments shall be based on Landlord's annual estimate of the Taxes, CAM Charges and Insurance for the applicable calendar year in question. Promptly after the actual Operating Expenses 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 Operating Expenses for such calendar year (the "Annual Reconciliation Statement"). If the actual Operating Expenses for such calendar year are greater than the amount of Tenant's Proportionate Share of Operating Expenses 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 Operating Expenses 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.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed during the Term upon the Building or land on which the Building is located; 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 penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Landlord shall pay all Taxes prior to

delinquency and take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Should Landlord choose not to contest any Taxes, Tenant shall have the right to contest the Taxes in Landlord's name and 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. If the assessed value of the Building is increased at any time during the Term by more than five percent and if such increase is due solely to the sale or transfer of ownership of the Building (as substantiated by the actual documentary records of the local tax assessor), then for purposes of determining the amount of Taxes, the assessed value of the Building shall be deemed to have been increased by only three percent by reason of such sale or transfer of ownership.

"Tenant's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Building Rentable Area. Tenant's Proportionate Share as of the Commencement Date is estimated to be 58.17%. Tenant's Proportionate Share shall be adjusted in the event the Building Rentable Area increases at any time. Landlord represents that the Building Rentable Area has been, and will be, determined without exclusions or reference to whether such area is actually leased, leasable, occupiable or occupied.

8.2 Notwithstanding anything to the contrary contained herein, in no event shall Tenant's Proportionate Share of Operating Expenses from the Commencement Date through the end of the first full calendar year exceed \$4.60 per square foot of the Premises per annum, nor shall Tenant's Proportionate Share of Operating Expenses (excluding uncontrollable expenses, including, without limitation, Taxes, Insurance, snow and ice removal, and utilities for the Building) thereafter increase more than 3% annually over Tenant's Proportionate Share of Operating Expenses (excluding uncontrollable expenses, including, without limitation, Taxes, Insurance, snow and ice removal, and utilities for the Building) for the immediately preceding calendar year.

8.3 Tenant shall pay the net 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. The Premises shall be separately metered for all utilities, including gas, water and electricity.

8.4 Landlord shall make available at the Building or other designated place near the Premises, true and accurate records of items that constitute Operating Expenses, calculated in accordance with GAAP and prudent real estate management practices, consistently applied. Such records shall be open for inspection from time to time by Tenant or its duly authorized representative for a period of three years after receipt of Landlord's Annual Reconciliation Statement for such calendar year. If any audit of Landlord's submitted reports discloses an overcharge, Landlord shall promptly pay to Tenant, within 30 days demand by Tenant, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent, Landlord shall reimburse Tenant its actual costs incurred in connection with Tenant's review or audit.

8.5 Operating Expenses and other charges due from Tenant to Landlord pursuant to this Lease shall be deemed to be Additional Rent and, in the event that Base Rent shall be prorated or abated pursuant to the terms of this Lease, then such Additional Rent shall be prorated or abated to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.6 Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include the following:

(a) depreciation of the Building and any equipment, fixtures, improvements and facilities used in connection therewith;

(b) payments of principal, interest, loan fees, penalties, attorney's fees or amortization relating to any debt Landlord may have incurred or will incur in the future relating to the ownership, operation and/or maintenance of the Building or land on which the Building is located;

(c) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other tenants of the Building, except in connection with general maintenance of the Building;

(d) cost of any "tap fees", impact fees or any sewer or water connection fees for the benefit of any tenants in the Building;

(e) fees and expenses (including legal and brokerage fees, advertising, marketing and promotional costs) paid by Landlord in connection with the lease of any space within the Building, including subleasing and assignments;

(f) any validated parking for any entity;

(g) all costs incurred by Landlord in connection with any negotiations or disputes and/or litigation with tenants or occupants within the Building or prospective tenants of the Building;

(h) expenses or costs incurred by Landlord relating to any violation by Landlord or any other tenant of the terms and conditions of any Law or any lease covering any portion of the Building;

(i) the cost of any work or service performed for any tenant in the Building (other than Tenant) to a materially greater extent or in a materially more favorable manner than that furnished generally to tenants (including Tenant) in the Building;

(j) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the cost of renting any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not rented;

(k) the costs and expenses of any item included in Operating Expenses to the extent that Landlord is actually reimbursed for such cost by an insurance company, a condemning authority, another tenant or any other party;

(l) payments of ground rents and related sums pursuant to a ground lease in favor of a ground landlord;

(m) wages, salaries or other compensation paid to any employees at or above the grade of building manager;

(n) Landlord's general overhead and administrative expenses which are not chargeable to Operating Expenses of the Building or the equipment, fixtures and facilities used in connection with the Building, in accordance with generally accepted accounting principles, including salaries and expenses of Landlord's executive officers;

(o) the cost of correcting defects (latent, patent or otherwise) in the construction of the Building or in the Building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof;

(p) the cost of installing, operating and maintaining any specialty service (e.g., observatory, broadcasting facility, luncheon club, retail stores, newsstands or recreational club);

(q) any expenses incurred by Landlord for the use of any portions of the Building to accommodate events, including but not limited to shows, promotions, kiosks, displays, filming, photography, private events or parties, ceremonies and advertising beyond the normal expenses otherwise attributable solely to Building services, such as lighting and heating, ventilation and air conditioning ("HVAC") to such public portions of the Building in normal operations during standard Building hours of operation;

(r) any costs representing an amount paid to an entity related to Landlord which is in excess of the commercially reasonable amount which would have been paid absent such relationship;

(s) any entertainment, dining or travel expenses of Landlord for any purpose;

(t) costs related to maintaining Landlord's existence, either as a corporation, partnership or other entity;

(u) any expenses for repairs or maintenance to the extent covered by warranties or service contracts;

(v) any type of utility service which is separately metered to or separately charged or paid by Tenant or any other tenant in the Building;

(w) the cost of any environmental remediation for which Landlord is responsible under Section 12;

(x) all ad valorem taxes paid or payable by Tenant or other tenants in the Building (i) for personal property and (ii) on the value of the leasehold improvements in the Premises or the Building (in this connection it is agreed that Tenant shall be responsible for the payment of ad valorem taxes on Tenant's own leasehold improvements);

(y) all items and services for which Tenant pays third parties;

(z) the cost of any item which is an expense or cost to Landlord in connection with Landlord's Work or any other work by Landlord to prepare the Premises for occupancy by Tenant including any allowances or credits granted to Tenant in lieu of a payment by Landlord;

(aa) parking area replacement, except as provided in subsection (j) above;

(bb) the cost of repairing or restoring any portion of the Building damaged by a hazard or taken in condemnation (provided that the amount of any deductible of \$5,000 or less paid by Landlord shall be included in Operating Expenses);

(cc) any costs or expense which is expressly stated in this Lease to be at Landlord's cost and expense; and

(dd) any item which is included in the Operating Expenses which, but for this provision, would be included twice.

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. Without in any way limiting any obligation of Landlord under this Lease, Landlord shall indemnify, defend and hold harmless Tenant from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Landlord's Work, which indemnity shall survive termination or expiration of this Lease.

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 Tenant Improvements prior to the commencement of such work. Landlord shall not charge Tenant any fee or other charges for the

supervision or overhead associated with the construction of Tenant Improvements. Notwithstanding the foregoing, Tenant Improvements shall not 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 Landlord's sole obligation.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Premises. In the event the generator is located within the Premises, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Premises to the outside of the Building and a transfer switch to service the generator.

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, improvement 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) and a sign on the exterior of the Building and a monument 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, in accordance with the rules and regulations of the Building. All such signs shall comply with all applicable zoning Laws. Tenant shall obtain Landlord's prior approval for signs on the exterior of the Building and each monument sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs. Landlord, at Landlord's cost and expense, shall timely provide space for Tenant's designated name(s) on any directory boards located in the Building or complex.

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. 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 Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (ii) any discharge or release on or prior to the Commencement Date in or from the Premises or Building 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, Building or the land on which the Building is located; (iv) Landlord's failure to comply with any Environmental Law; or (v) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (i) through (v) 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 knowledge, 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, and (ii) Landlord has received no notice from any governmental or private 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, Building or the land on which the Building is located attributable to the period on or prior to the Possession Date or which has been caused by anything other than by the acts or omissions of Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors, Landlord shall, upon written notice from Tenant, promptly remediate the mold. If Landlord shall not commence such remediation within five 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 cost of the remediation work, and Landlord shall reimburse Tenant for such cost of such remediation work within ten days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the ten day period, then Tenant may, at its option, offset such amount against Base Rent and Additional Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within 60 days of Tenant's written notice of the mold to Landlord and Tenant, in Tenant's reasonable discretion, is unable to utilize the Premises, Tenant may elect, at its sole discretion to (i) terminate this Lease upon 30 days written notice to Landlord or (ii) receive two days of Base Rent and Additional Rent abatement for each day from the date Landlord received the mold notice until the date of substantial completion of the mold remediation.

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, Building or the land on which the Building is located. 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, Building or the land on which the Building is located.

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

13.1 if the damage to the Premises is so substantial that either: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within 180 days from the date of such damage or (ii) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least 75% of the dialysis stations operating prior to the fire or casualty impracticable, then Tenant may elect to terminate this Lease by giving written notice to Landlord within 30 days of the date of such fire or casualty; or

13.2 if (i) the damage to the Premises is so substantial that the estimated repair costs exceed \$100,000.00 and such damage has occurred within the final 180 days of the then current Term and Tenant has not exercised its next available renewal option, if any or (ii) the Building is damaged to the extent of 50% or more of the monetary value thereof and Landlord elects not to rebuild the Building, then Landlord may elect to terminate this Lease by giving written notice to Tenant within 30 days of the date of such fire or casualty.

If not so terminated, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially its former condition immediately prior to such damage or destruction, at Landlord's cost and expense. Notwithstanding the foregoing, in the event regulatory changes occurring on or after the Effective Date, applicable to sprinklers serving the Premises, 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.

If the Premises are rendered untenable by fire or other casualty, there shall be an abatement of Base Rent and Additional Rent due Landlord by Tenant for the period of time during which the Premises is untenable. If the restoration is not substantially completed within 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.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Landlord shall immediately proceed with all due diligence to repair and restore the Premises to substantially its former condition immediately prior to such damage, at Landlord's cost and expense (excluding restoration of any Tenant Improvements or Alterations which are the responsibility of Tenant hereunder), and Base Rent and Additional Rent shall abate in proportion to that portion of the Premises that is untenable during the period of restoration. Notwithstanding the foregoing, in the event regulatory changes occurring on or after the Effective Date, applicable to sprinklers serving the Premises, 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.

Notwithstanding the foregoing provisions of this Section 13, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such Alterations or tenant improvements; provided, however, that Base Rent and Additional Rent abatement shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration. In the event that Landlord does not restore the Premises, Tenant shall retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Tenant at its expense.

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; (iii) Tenant determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; (v) all or any portion of the Common Areas shall be taken resulting in a material interference with the operations of or access to Tenant's business; or (vi) a temporary taking of all or a material portion of the Premises continues for a period of one year, 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, commencing on the date possession is acquired by a condemning authority, Base Rent and Additional Rent shall be reduced by the then applicable per rentable square foot Base Rent and Additional Rent multiplied by the number of rentable square feet taken, and Landlord shall promptly restore the Premises, common areas, 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), in substantially the same condition that the same were in prior to such taking. During such restoration Base Rent and Additional Rent shall be abated to the extent the Premises are rendered not useable for the Permitted Use.

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 Tenant is not open for business (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Landlord at its expense or, at Tenant's election, by Tenant on Landlord's behalf and at Landlord's cost and expense. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify 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 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.

16. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises or Building caused or brought about by the act or neglect of Tenant or its agents, servants or employees. Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises, Common Areas, Building or the land on which the Building is

located caused or brought about by the act or neglect 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. 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 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, then, in such event, 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 breach 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 event of 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 and a tenant allowance (if any).

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 any other existing agreement between Landlord and Tenant, its parent company, subsidiaries or affiliates (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for 45 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, (at Tenant's sole discretion), of (i) abating or withholding Base Rent and/or Additional Rent, 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 upon demand, and if Landlord fails to immediately 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. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Base Rent and Additional Rent in the manner set forth in the preceding sentences of this Section 17.2.

If Landlord is or becomes a Referral Source (as defined in Section 33 below) and if this Lease is terminated for any reason before the first anniversary of the 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 Commencement Date.

18. Insurance.

18.1 **Landlord's Insurance.** During the Term, Landlord shall procure and maintain in full force and effect with respect to the Building, Common Areas and the land on which the Building is located (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

18.2 **Tenant's Insurance.** Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof commercial general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage. 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. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

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

20. Repairs and Maintenance.

20.1 **Landlord's Maintenance Responsibilities.**

(a) Landlord shall timely clean, maintain, repair, light, operate and insure those portions of the Building, including improvements, space, equipment and special services, which are provided for use in common by Landlord, Tenant and any other tenants of the Building, whether or not those areas are in, on or service the Building, and without regard to whether they are open to the general public, Tenant's employees, patients, customers and other invitees, or contain facilities or equipment used or usable in the operation of the Building, for which access is restricted to Landlord's personnel. Such areas shall include, without limitation, common restrooms, lobbies, corridors, plazas, aisles, and utility closets located in the Building, all parking areas, access road, driveways, entrances and exits, retaining walls, exterior facilities, landscaped areas, roads and pathways, common utility lines, storm water system, accommodation areas such as sidewalks, grass plots, ornamental planting, direction signs, and the like (collectively, the "Common Areas"). Maintenance services shall include snow and ice removal and repair

of the parking lot, and providing security as necessary. Landlord shall maintain insurance for the Common Areas pursuant to the requirements set forth in Section 18.1. Landlord shall maintain and keep the Building and Common Areas in good condition and repair and such costs shall be considered CAM Charges in accordance with Section 8, unless such repairs are excluded from the definition of Operating Expenses in Section 8.

(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, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and windows, flooring (except for floor covering), utility lines not exclusively serving the Premises, sprinkler, HVAC, plumbing, and electrical systems of the Building. Notwithstanding the provisions of Section 17.2, if Landlord shall not commence such repairs or make necessary replacements within 15 days following written notice from Tenant that such repairs or replacements are necessary, or within five days following written notice from Tenant of roof leaks or other water damage or leaks, 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 of the cost of such repairs or replacements within ten 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 day period, then Tenant may, at its option, offset such amount against subsequent Base Rent and Additional Rent due under this Lease.

20.2 Tenant's Maintenance Responsibilities. Except for Landlord's obligations set forth above and except for any damage caused by the acts of negligence by Landlord or its agents, servants, employees, guests, invitees or independent contractors within the Premises, Tenant shall keep the interior, non-structural portions of the Premises, all systems installed by Tenant (excluding HVAC), and the non-structural elements of all doors and entrances of the Premises in good order and condition, excepting normal wear and tear, fire, acts of God, acts of Landlord, and/or other casualty or the elements. Landlord will contract with a licensed vendor to perform routine quarterly maintenance on HVAC equipment, which maintenance will include changing filters. Tenant shall be responsible for the costs of such maintenance as part of Operating Expenses. Any repair or replacement of HVAC systems serving the Premises that is not covered by warranty shall be a shared cost between Landlord and Tenant.

21. **Brokers.** Landlord and Tenant each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Barber Murphy Group representing Tenant (the "Tenant's Broker"). Landlord shall pay Tenant's Broker a brokerage commission pursuant to a separate agreement. In the event Landlord does not timely pay Tenant's Broker such brokerage commission, Tenant may offset the amount of such brokerage commission against Base Rent and Additional Rent due 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.

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

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 use of the parking area in accordance with a parking ratio of not less than 4 spaces per 1,000 square feet of the Premises (or such greater amount as may be required by local code), including 3 handicapped parking spaces and spaces in close proximity to the Premises for Tenant's exclusive use.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Landlord represents and warrants to Tenant that as of the Commencement Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all applicable instruments affecting title to the Premises. 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, the Building, or the Common Areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that (i) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and Common Areas comply 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 use and not due to any act by Landlord or another tenant, Tenant shall promptly make such Alterations, at its sole cost and expense.

25. Right of First Option on Adjacent Premises. If rentable space adjacent to the Premises becomes available during the Term, Landlord shall first notify Tenant in writing of Tenant's option to accept or decline the right to enter into a lease with Landlord on such adjacent rentable space in the Building, including in such notice the rent rate and other material terms of the proposed lease. At any time within 30 days after service of the notice, Tenant shall notify Landlord that it will exercise or not exercise its option to lease the adjacent space. A failure by Tenant to respond within such 30 day period shall be deemed to be a rejection of the option to lease the adjacent space.

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 Commencement 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, 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 514 E. Vandalia Street Edwardsville, IL 62025; Telephone: (618) 655-2451; Email: cslusser@rlpdevelopment.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 Healthcare Partners, Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 876-2800, Facsimile: (855) 872-8592, with copy to: relegal@davita.com, Subject: [O'Fallon, IL (11533)] 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 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 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 interest in the Building and 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 Building and Premises. Within 30 days prior to 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. 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. Landlord will approve any penetrations to the roof prior to the installation of the satellite.

33. **Regulatory Compliance.** 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 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 **Representations.** 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 Exclusive databases on an annual basis. Tenant shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. 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 **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.

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, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of 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 which may be 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 trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Any tenant improvements or Fixtures which Tenant does not elect to remove at or prior to the expiration of the Term shall be surrendered with the Premises at the 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 110% 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. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto.

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-G inclusive, which exhibits are hereby made a part of this Lease.

[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:**RLP Development Company Inc.**

an Illinois corporation

DocuSigned by:
By: Robert L. Plummer
Name: Robert L. Plummer
Title: President
Date: June 7, 2016

TENANT:**TOTAL RENAL CARE, INC.**

a California corporation

DocuSigned by:
By: Mary J. Anderson
Name: Mary J. Anderson
Title: Divisional Vice President
Date: June 3, 2016

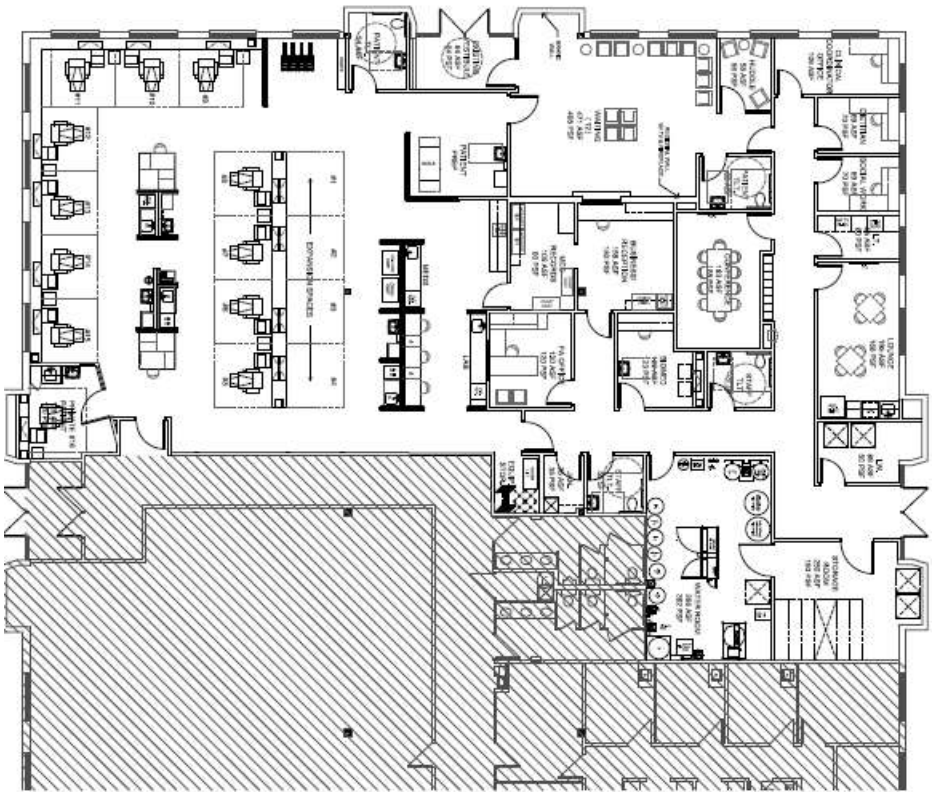
FOR TENANT'S INTERNAL USE
APPROVAL AS TO FORM ONLY:

DocuSigned by:
By: Mike Geiger
Name: Mike Geiger
Title: Assistant General Counsel

EXHIBIT A**LEGAL DESCRIPTION/BUILDING SITE PLAN**

“Lots 7 & 9 of Parkway Sixty-Four Corporate Center, Shiloh, Illinois, part of the Southwest ¼ Section 31, Township 2 north, Range 7 West of the 3rd Principal Meridian, Village of Shiloh, St. Clair County, Illinois”; reference being had to the plat thereof recorded in the Recorder’s office of St. Clair County, Illinois in the Book of Plats “103” on Page “18”. Parcel ID#s: 04-31.0-331-006 and 04-31.0-331-007.

EXHIBIT B
PREMISES FLOOR PLAN



DAVIDA SCALE - 6917 SF (58.17% of total bldg SF)	
Total Rentable SF - 7794 SF	
NORTH	
PROTOTYPE: PROTO	DEVELOPMENT: DEVEL
TOTAL AREA: 6917 SF	
PRELIMINARY FLOORING	
FURNITURE IS TYPICAL	
RESEARCH - 153 SF	
SHEET VINYL - 2797 SF	
LINOSEAL VINYL TILE - 2111 SF	
TOTAL VINYL - 4908 SF	

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 space located at _____ (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 _____.
- (6) The Premises contain _____ rentable square feet of space.
- (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 the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located within the _____ as more fully described in Exhibit A attached hereto and incorporated by reference (such real property, including all buildings, improvements, structures and fixtures located thereon, "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 Tenant’s 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 HealthCare Partners 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.]

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the date(s) set forth below.

MORTGAGEE:

_____,
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: _____

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 _____)
) SS
COUNTY OF _____)

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").

[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 [Land/lord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
 - (a) Approximate square footage of the Premises: _____ rentable square feet
 - (b) Monthly installment of Rent as of the date hereof: \$ _____
 - (c) Commencement Date: _____
 - (d) Termination date: _____
 - (e) Security deposit: _____
 - (f) Prepaid rent in the amount of: _____
 - (g) Renewal Options: _____
3. 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 HealthCare Partners, 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 shall perform the following Base Building Improvements to meet Tenant's requirements at Landlord's sole cost:

1.0 - Demolition

Landlord will be responsible for demolition of all interior partitions, doors and frames, plumbing, electrical, mechanical systems (other than what is designated for reuse by Tenant) and finishes of the existing building from slab to roof deck to create a "Vanilla box" condition. Space shall be broom clean and ready for interior improvements specific to the buildout of a dialysis facility. Building to be 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.

2.0 - Dedicated 2" Water Line

Landlord will install a 2" dedicated water line to the Premises. Landlord and Tenant will coordinate the location at which the water line enters the Premises.

3.0 - Demising walls

Landlord will install a new demising wall in the location identified by Tenant. New demising walls shall be a 1 or 2hr fire rated wall depending on local codes, state and or regulatory requirements (NFPA 101 – 2000) whichever is more stringent. If it does not meet this, Landlord will bring demising wall up to meet the ratings/UL requirements. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have minimum 3-inch thick mineral wool sound attenuation batts from floor to underside of deck.

At Tenant's option and as agreed upon by Landlord, any new demising wall interior drywall to Tenant's space shall not be installed until after Tenant's improvements are complete in the wall.

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 between _____, 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, space consisting of approximately _____ rentable square feet (the "Premises"), located at _____, as legally described on Exhibit A, attached and incorporated herein by reference (the "Property").

2. The term of the Lease is for an initial period of _____ months commencing upon the earlier of the Possession Date or the Commencement Date, as defined in the Lease, (the "Lease Term"), subject to a right to extend and renew the Lease for _____ successive additional periods of _____ months each.

3. Pursuant to the Lease, Tenant has a right of first option to lease adjacent premises located on the Property.

4. The Lease contains certain restrictions on Landlord's ability to sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord to a business that provides renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures within a _____ mile radius of the Property.

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 with related use exclusivity rights, and right of first option 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: _____

By: _____

Name: _____

Name: _____

Title: _____

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

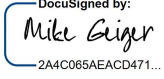

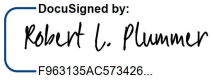
Certificate Of Completion

Envelope Id: 6D08C77D27144B5FB4035D6184D8294E	Status: Completed
Subject: Please DocuSign this document: O_Fallon, IL (11533) - FINAL LEASE (5_26).pdf	
Source Envelope:	
Document Pages: 44	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brittany Gonda
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2000 16th Street
	Denver, CO 80202
	brittany.gonda@davita.com
	IP Address: 73.153.142.188

Record Tracking

Status: Original	Holder: Brittany Gonda	Location: DocuSign
6/1/2016 6:37:50 PM	brittany.gonda@davita.com	

Signer Events

Signer Events	Signature	Timestamp
<p>Mike Geiger</p> <p>mike.geiger@davita.com</p> <p>Assistant General Counsel</p> <p>Davita</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:</p>  <p>2A4C065AEACD471...</p> <p>Using IP Address: 104.129.198.109</p>	<p>Sent: 6/1/2016 7:02:22 PM</p> <p>Viewed: 6/2/2016 5:03:28 PM</p> <p>Signed: 6/2/2016 5:03:45 PM</p>
<p>Mary J. Anderson</p> <p>mary.j.anderson@davita.com</p> <p>Divisional Vice President</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/3/2016 6:33:28 AM ID: b5cb7938-c324-4563-a607-b59610aaf488</p>	<p>DocuSigned by:</p>  <p>4B75B28535E142C...</p> <p>Using IP Address: 70.194.138.68</p>	<p>Sent: 6/2/2016 5:03:46 PM</p> <p>Viewed: 6/3/2016 6:33:28 AM</p> <p>Signed: 6/3/2016 6:33:51 AM</p>
<p>Robert L. Plummer</p> <p>robertplummer@rplumber.com</p> <p>President</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/7/2016 1:36:48 PM ID: 38bbc3cb-7dd8-47c6-9b5b-f25259513b94</p>	<p>DocuSigned by:</p>  <p>F963135AC573426...</p> <p>Using IP Address: 71.14.236.254</p>	<p>Sent: 6/7/2016 10:48:01 AM</p> <p>Viewed: 6/7/2016 1:36:48 PM</p> <p>Signed: 6/7/2016 1:39:03 PM</p>

In Person Signer Events

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Collin Fischer collinf@barbermurphy.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 6/7/2016 1:39:05 PM Viewed: 6/7/2016 2:06:51 PM
Jeff Pretty jeff.pretty@davita.com Assistant General Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 6/7/2016 1:39:05 PM
Kip Sweda kip.sweda@davita.com Director Of Real Estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/8/2015 10:25:00 AM ID: be46c784-839d-4868-b331-f4ea4bc4982b	COPIED	Sent: 6/7/2016 1:39:05 PM
Mark Morton mark.morton@davita.com Director of Construction DaVita Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 6/7/2016 1:39:05 PM

Notary Events	Timestamp
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete Completed	Timestamps 6/7/2016 1:39:05 PM 6/7/2016 1:39:05 PM 6/7/2016 1:39:05 PM 6/7/2016 1:39:05 PM

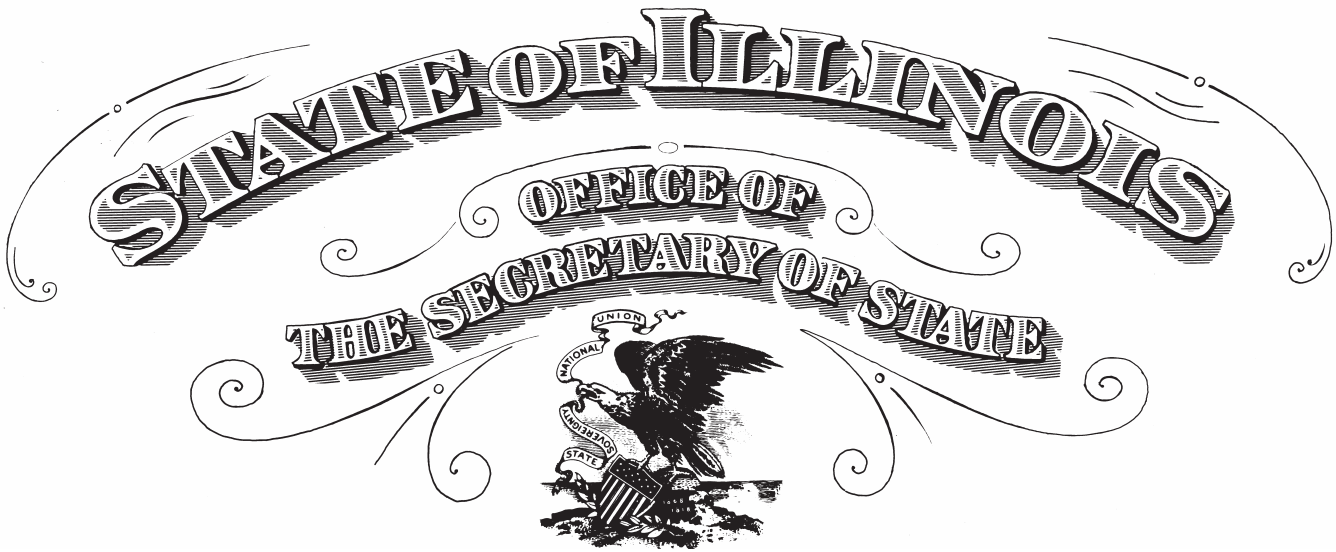
Electronic Record and Signature Disclosure

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

The Illinois Certificate of Good Standing for Total Renal Care Inc. is attached at Attachment – 3.

File Number

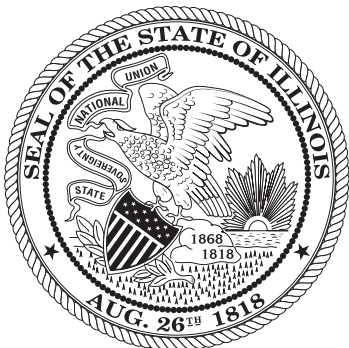
5823-002-2



To all to whom these Presents Shall Come, Greeting:

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

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, 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 9TH
day of SEPTEMBER A.D. 2022 .

Jesse White

SECRETARY OF STATE

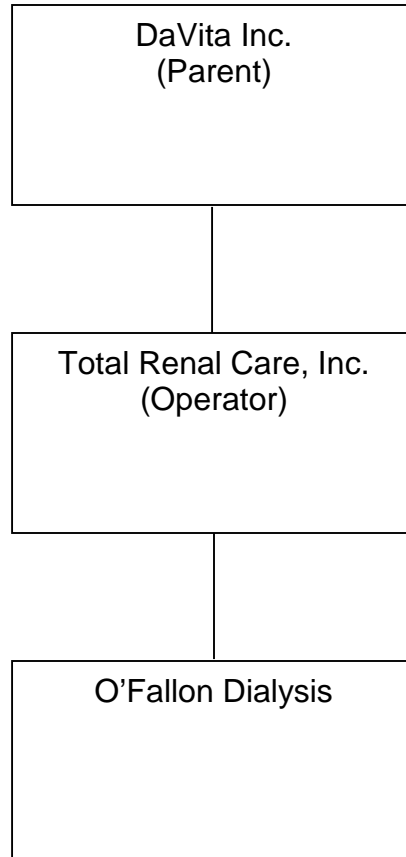
Authentication #: 2225202374 verifiable until 09/09/2023

Authenticate at: <https://www.ilsos.gov>

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

The organizational chart for DaVita Inc., Total Renal Care Inc. and O'Fallon Dialysis is attached at Attachment – 4.

O'Fallon Dialysis Organization Chart



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

This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.

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

This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.

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

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
Modernization Contracts			
Plumbing – Install Drain Boxes	\$3,500		\$3,500
Electrical - Install GFCIs	\$1,500		\$1,500
Communications – Install Televisions and Data Wiring	\$20,000		\$20,000
Other Costs to be Capitalized			
Net Book Value of Dialysis Machines to be transferred to O’Fallon Dialysis	\$28,667		\$28,667
Total Project Costs	\$53,667		\$53,667

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

DaVita currently has no open certificate of need permits.

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

Cost Space Table							
		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	Cost	Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$53,667	7,794			7,794		
Total Clinical	\$53,667	7,794			7,794		
NON REVIEWABLE							
Total Non-Reviewable							
TOTAL	\$53,667	7,794			7,794		

Section III, Background and Purpose of the Project
Criterion 1110.110(a), Background of the Applicant

1. 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
2. A list of all health care facilities owned or operated by DaVita in Illinois is attached at Attachment – 11A. Dialysis centers are currently not subject to state licensure in Illinois.
3. 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.
4. 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	14-2857
Brighton Park Dialysis	4729 SOUTH CALIFORNIA AVE		CHICAGO	COOK	IL	60632	14-2860
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
Ogden Dialysis	6001 Ogden Avenue		Cicero	Cook	IL	60804	14-2872
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	14-2822
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	14-2847
Edgewater Dialysis	615 HARRISON AVENUE		ROCKFORD	WINNEBAGO	IL	61104	
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	14-2854
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101	14-2825
Glen Dialysis	2601 Compass Road	Suite 145	Glenview	Cook	IL	60026	14-2746
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040	14-2838
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	14-2858
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
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEIY	MCHENRY	IL	60142	14-2828
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	14-2840
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
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

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Marshall Square Dialysis	2950-3010 West 26th Street		Chicago	COOK	IL	60623	14-2871
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	14-2867
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	14-2864
Northgrove Dialysis	2491 INDUSTRIAL DRIVE		HIGHLAND	MADISON	IL	62249	14-2866
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	14-2863
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	14-2831
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	14-2869
Salt Creek Dialysis	196 WEST NORTH AVENUE		VILLA PARK	DUPAGE	IL	60181	14-2855
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

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
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	14-2835
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
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310



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

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 Ill. Admin. Code § 1130.140 has been taken against any in-center dialysis clinic owned or operated by DaVita Inc. or Total Renal Care, Inc. in the State of Illinois during the three-year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

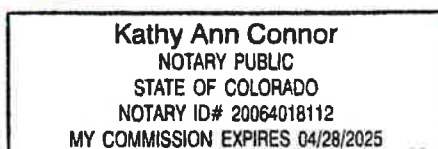
A handwritten signature in blue ink, appearing to read "Stephanie N. Berberich".

Print Name: Stephanie N. Berberich
 Its: Assistant Secretary, DaVita Inc.
 Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
 This 13th day of September, 2022

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

 Notary Public



1500 16th Street, Denver, CO 80202 | P (800) 244-0680 | F (310) 536-2675 | DaVita.com

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

Purpose of Project

1. The purpose of the project is to improve access to life sustaining dialysis services to the residents of O'Fallon and the surrounding area.

Prior to the COVID-19 pandemic, a nationwide nursing shortage existed; however, repeated COVID-19 surges exacerbated this shortage due in part to depleted nursing staffs, which led to burnout and nurses leaving the profession sooner than intended. While other health care providers can address staffing shortages through recruitment at nursing school job fairs, utilizing staffing agencies and travel nurses, dialysis clinics face more challenges with clinical staffing. For each shift, a charge nurse must be present. Under Medicare conditions of participation, a charge nurse must have "at least 12 months experience in providing nursing care, including 3 months of experience in providing nursing care to patients on maintenance dialysis." (42 C.F.R. § 494.140(b)(3)). Due to this experience requirement, the pool of qualified nurses for dialysis clinics is significantly limited.

Due to these staffing challenges, O'Fallon currently operates three shifts per day on Mondays, Wednesdays and Fridays, and two shifts per day on Tuesdays, Thursdays and Saturdays. O'Fallon operates at target utilization based on this five-shift model and needs additional stations to accommodate more working patients, who prefer to dialyze earlier in the day, and patients who rely on paratransit service, which is not available to patients who dialyze on third shift. The addition of four stations will allow O'Fallon to move current patients dialyzing on later shifts to the first shift to better accommodate their schedules. It will also allow O'Fallon to admit up to 16 additional patients without a significant staffing increase, i.e., only one patient care technician would be required.

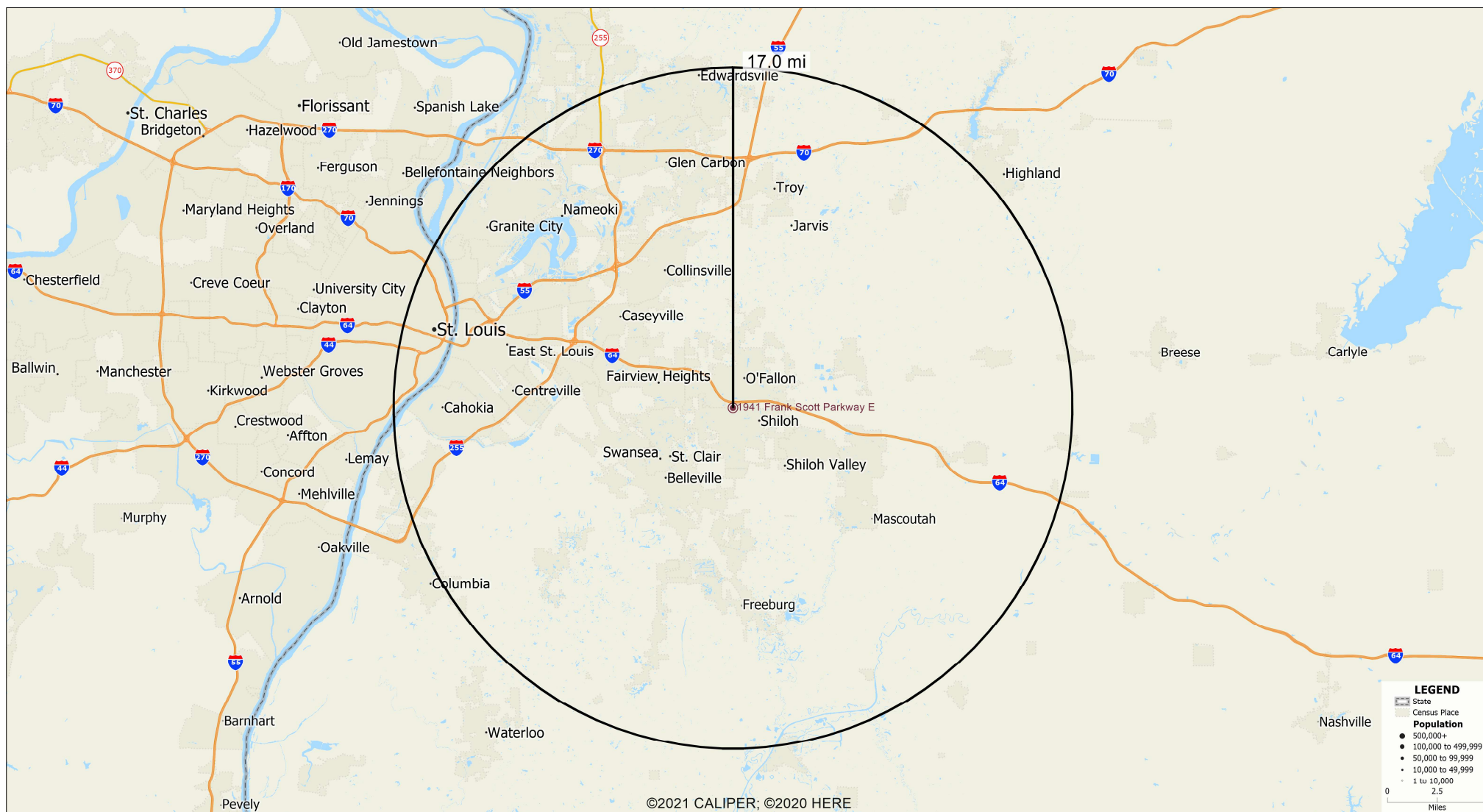
O'Fallon Dialysis treats 49 patients. Dr. Bassim Assioun's is currently treating 55 pre-ESRD patients that reside in and around O'Fallon and its surrounding communities. See Appendix – 1. Conservatively, that based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Assioun anticipates that at least 36 of these patients will initiate dialysis O'Fallon Dialysis within 12 to 24 months following project completion. Accordingly, there are sufficient patients to justify the additional stations.

The four additional stations will allow DaVita to expand dialysis access to patients residing in and around O'Fallon at minimal cost (dialysis equipment will be transferred from discontinued facilities) and without adding significant new staff, which is critical given the nationwide clinical staffing shortage. Specifically, no additional nurses would be required, and only one patient care technician would be needed to staff the additional four stations.

2. A map of the market area of O'Fallon Dialysis attached at Attachment – 12. The market area encompasses an approximate 17-mile radius around O'Fallon Dialysis. The boundaries of the market area are as follows:
 - North approximately 17 miles to Edwardsville
 - Northeast approximately 17 miles to Helvetia
 - East approximately 17 miles to Albers
 - Southeast approximately 17 miles to Venedy
 - South approximately 17 miles to New Athens
 - Southwest approximately 8 miles the Columbia
 - West approximately 8 miles to the Cahokia
 - Northwest approximately 9 miles to the Granite City
3. O'Fallon Dialysis currently operates at target utilization based on a five shift per week model and

needs additional stations to accommodate more working patients, who prefer to dialyze earlier in the day, and patients who rely on paratransit service, which is not available to patients who dialyze on third shift.

4. The addition of four stations will allow O'Fallon to move current patients dialyzing on later shifts to the first shift to better accommodate their schedules. It will also allow O'Fallon to admit up to 16 additional patients without a significant staffing increase. Specifically, no additional nurses would be required, and only one patient care technician would be needed to staff the additional four stations.
5. O'Fallon Dialysis will continue to have quality outcomes comparable to DaVita's other facilities. Additionally, in an effort to better serve all kidney patients, DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers - dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.



Section III, Background, Purpose of the Project, and Alternatives
Criterion 1110.230(c) – Background, Purpose of the Project, and Alternatives

Alternatives

The Applicants considered three options prior to determining to expand O'Fallon Dialysis by four stations. The options considered are as follows:

1. Do Nothing/Maintain Status Quo
2. Expand O'Fallon Dialysis

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

Do Nothing/Maintain Status Quo

The Applicants considered the option not to do anything. O'Fallon currently operates three shifts per day on Mondays, Wednesdays and Fridays, and two shifts per day on Tuesdays, Thursdays and Saturdays. Many O'Fallon patients are reliant on paratransit providers to get to and from their dialysis treatments, which are not available after 4:30 p.m. Due to transportation access issues, DaVita implemented a five-shift model to better accommodate patients' schedules. O'Fallon operates at target utilization based on this five-shift model and cannot accommodate more patients, particularly working patients who prefer to dialyze on earlier shifts.

Maintaining the status quo will not allow DaVita to move current patients dialyzing on later shifts to the first shift to better accommodate their schedules. It will also require DaVita to increase its clinical staffing, particularly RNs to accommodate additional patients. As noted below, the addition of 4 stations will allow DaVita to admit up to 16 additional patients without significant staffing increases, i.e. one tech would be required for the 4 stations.

There is no capital cost with this alternative.

Expand O'Fallon Dialysis

As discussed above, O'Fallon currently operates three shifts per day on Mondays, Wednesdays and Fridays, and two shifts per day on Tuesdays, Thursdays and Saturdays. Many O'Fallon patients are reliant on paratransit providers to get to and from their dialysis treatments, which are not available after 4:30 p.m. Due to transportation access issues, DaVita implemented a five-shift model to better accommodate patients' schedules. O'Fallon operates at target utilization based on this five-shift model. The addition of four stations will allow DaVita to add more treatment times earlier in the day when transportation is more readily available.

The addition of four stations will allow O'Fallon to move current patients dialyzing on later shifts to the first shift to better accommodate their schedules. It will also allow O'Fallon to admit up to 16 patients additional without a significant staffing increase, which is critical given the nationwide clinical staffing shortage. No additional nurses would be required, and only one patient care technician would be needed to staff the additional four stations.

The cost of this alternative is \$53,667.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.120(a), Size of the Project

The Applicants propose to add four stations to its existing dialysis center. 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 5,760 – 8,320 gross square feet for 16 dialysis stations. The total gross square footage of the clinical space of O'Fallon Dialysis is 7,794 of clinical gross square feet (or 487.13 GSF per station). Accordingly, the proposed facility meets the State standard per station.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	7,794	5,760 – 8,320	N/A	Meets State Standard

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.120(b), Project Services Utilization

By the second year after project completion, annual utilization at the expanded facility shall exceed The State Board's utilization standard of 80%. Pursuant to Section 1100.1430 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.

Table 1110.120(b)			
Utilization			
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization
2020	ESRD	6,379	
2021	ESRD	6,975	
Year 2	ESRD	N/A	13,260

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.120(d), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.120(e), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria**In-Center Hemodialysis****Criterion 1110.230, In-Center Hemodialysis Projects – Review Criteria****1. Service to Planning Area Residents**

The primary purpose of the proposed project is to improve access to life-sustaining dialysis services to the residents of the O'Fallon and the surrounding area. As evidenced in the table below, 100% of the patients reside within 15 miles of O'Fallon Dialysis.

Table 1110.230(b)(4) Projected Pre-ESRD Patient Referrals by City	
City	Patients
Belleville	36
O'Fallon	14
Swansea	5
Total	55

2. Service Demand

Attached as Appendix – 1 is a physician referral letter from Bassim Assioun, M.D. attesting that 36 pre-ESRD patients will progress to dialysis within 24 months of Project completion.

3. Staffing

O'Fallon Dialysis is staffed in accordance with all State and Medicare staffing requirements.

- a. Medical Director: Bassim Assioun, M.D. is Medical Director of O'Fallon Dialysis. A copy of Dr. Assioun's curriculum vitae is attached at Attachment – 23A.

- b. Other Clinical Staff: Initial staffing for the proposed facility will be as follows:

Administrator
 Registered Nurse (2.36 FTE)
 Patient Care Technician (6.06 FTE)
 Biomedical Technician (0.3 FTE)
 Social Worker (licensed MSW) (0.55 FTE)
 Registered Dietitian (0.55 FTE)
 Administrative Assistant (0.7 FTE)

- c. All staff will be training under the direction of O'Fallon 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.
- d. As set forth in the letter from Stephanie N. Berberich, Assistant Secretary of DaVita Inc. and Total Renal Care, Inc., attached at Attachment – 23B, O'Fallon Dialysis will maintain an open medical staff.

4. Support Services

Attached at Attachment – 23B is a letter from Stephanie N. Berberich, Assistant Secretary of DaVita Inc. and Total Renal Care, Inc. attesting that O'Fallon Dialysis will participate 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.

5. Assurances

Attached at Attachment – 23C is a letter from Stephanie N. Berberich, Assistant Secretary of DaVita Inc. certifying that the O'Fallon Dialysis will achieve target utilization by the second year after project completion.

CURRICULUM VITAE

Bassim Assioun, MD

PROFILE

ADDRESS: (Office) 3 St. Elizabeth's Blvd. Suit 5000, O'Fallon IL 62269
PHONE: Mobile (314) 258-9794
 Office: (618)-641-5803 Fax: (618)-607-5129
E-MAIL: bassimassioun@gmail.com
HOBBIES: Piano, guitar, composing melodies and lyrics, singing and Tennis
LANGUAGE FLUENCY: English, French, and Arabic

POST-DOCTORAL TRAINING

-
- **FELLOWSHIP** Nephrology. Saint Louis University School of Medicine/SLU Hospital, St. Louis, MO: Jul 1, 2013 – Jun 30, 2015
 - **RESIDENCY** Internal Medicine. Saint Louis University School of Medicine/SLU Hospital, St. Louis, MO: Jul 2011 - June 2013
 - **INTERNSHIP** Saint Louis University School of Medicine/SLU Hospital, St. Louis, MO: Jul 2010 - Jun 2011

EDUCATION

Medical Education:

- **MEDICAL SCHOOL, MEDICAL DIPLOMA** awarded Dec 2 2008. University of Aleppo, School of Medicine, Aleppo, Syria. Sep 2001 - Nov 2008
- **EXTERNSHIP:** Gastroenterology, Washington University, St. Louis, MO. Oct 2009
- **EXTERNSHIP:** Internal Medicine, Saint. Louis University Hospital, St. Louis MO. Sep 2006 - Oct 2006
- **EXTERNSHIP:** Gastroenterology, McGill University - Faculty of Medicine, Montreal, Canada. Jul 2006 - Aug 2006
- **EXTERNSHIP:** Pediatrics, The American University of Beirut, Beirut, Lebanon. Sep 2005
- **EXTERNSHIP:** Pulmonary Disease / Critical care, American University of Beirut, Beirut, Lebanon. Jul 2005 - Aug 2005

High School Education:

- **HIGHER SECONDARY SCHOOL - Bachelor of Science:** awarded Jul 2001. The Armenian Catholic School, Aleppo, Syria. Sep 1998 - Jun 2001

Procedure training

- Central line catheter placement, paracentesis, thoracentesis: Saint Louis University Jul 2010- Jun 2013
- Central line and perm catheter placement / removal, kidney CT/US guided kidney biopsy Jul 2013 - June 2015

WORK EXPERIENCE

-
- HSHS nephrology practice, 3 St. Elizabeth's Blvd. Suit 5000, O'Fallon IL 62269. July 2015 – present. Affiliated with St. Elizabeth's hospital and Memorial hospital in Belleville, IL. and St. Joseph hospital in Breese, IL.
 - Hospitalist, Saint Louis Hospital, Aleppo, Syria. Mar 2010 - Jun 2010

- Hospitalist, Saint Louis Hospital, Aleppo, Syria. Dec 2008 - Sep 2009

LICENSURE AND CERTIFICATION

- | | |
|---------------------------------------|----------------------------------|
| • Illinois state license | Jul 2017 |
| • Missouri state license | Jan 2017 |
| • American Board of Nephrology | Certified Nov 2015 |
| • American Board of Internal Medicine | Certified Aug 2013 |
| • DEA licensure | |
| • ACLS, BLS | Certified |
| • USMLE STEP 3 | 209 Jan 2013 |
| • USMLE STEP 1 | 99 percentile (240) Jun 2009 |
| • USMLE STEP 2CK | 96 percentile (233) Jul 2008 |
| • USMLE STEP 2CS | Passed, Nov 2006 |
| • ECFMG | Certification Acquired, Aug 2009 |

HONORS AND AWARDS

- Medical Award: Diploma for Academic Excellence. Top fifth graduated student of medical school. University of Aleppo, Syria 2008.
- First Certificate in English: University of Cambridge, England 2004
- First Aid Certificate from the Lebanese Red Cross, Lebanon 2003.
- The Arab Musical License: The Musical Arab Institute pertaining to the Syrian Ministry of Culture, Syria 1998.

VOLUNTEER EXPERIENCE / COMMUNITY SERVICES

- International Catholic Conference of Guiding: Member. Aleppo, Syria. Oct 2002 - present
- The Jesuits Boy Scouts: Consultant Chief. Aleppo, Syria. Sep 1992 - present
- The Syrian Red Cross: Member. Aleppo, Syria. Dec 2003 - Jun 2010
- Syrian Arab Association of SOS, children Village: Assistant Chief. Aleppo, Syria. Feb 2001 -Jun 2010
- Commander of ecclesiastic musical choir, Father Salesians Convent / George Salem Center. The Greek Catholic Cathedral, Aleppo, Syria. May 2004 - June 2010

PROFESSIONAL MEMBERSHIPS/COMMITTEES

- Secretary & Treasure of the Medical Executive Committee – St. Elizabeth’s hospital (O’Fallon IL) 2022 – present
- Vice Chairman of Medicine – St. Elizabeth’s hospital (O’Fallon IL) 2021 – present
- National Kidney Foundation NKF 2013 – present
- American Society of Nephrology ASN 2011 - present
- American College of Physicians 2010 – present
- American Medical Association 2010 –

RESEARCH EXPERIENCE

- Adrenocorticotrophic Hormone Analogue use for podocytopathies. Directed by Edward J. Filippone, MD. Sidney Kimmel Medical College at Thomas Jefferson University, Saint Louis University Hospital, Department of Medicine, Division of Nephrology, 2016
- The effect of poor hospital isolation techniques on the development of multidrug-resistant tuberculosis in underserved areas. Directed by Charl Tawtel, MD. University of Aleppo - Faculty of Medicine, 2007
- Factors associated with noncompliance with continuous positive airway pressure in patients with Obstructive Sleep Apnea. Directed by Pierre Bou-Khalil, MD, Nadim Kanj, MD. American University of Beirut, 2005

PUBLICATIONS

- Adrenocorticotrophic Hormone Analogue use for podocytopathies: Edward J. Filippone¹, Shirley Dopson², Denise Rivers³, Rebeca D. Monk⁴, Suneel M. Udani⁵, Golriz Jafari⁶, Solomon C. Huang⁶, Arafat Melhem⁷, **Bassim Assioun⁷**, Paul G. Schmitz⁷. Submitted to Dovepress. (2016)
- The effect of poor hospital isolation techniques on the development of multidrug-resistant tuberculosis in underserved areas: **Bassim Assioun, MD**, Georgie Kaspar, MD, Charl Tawtel, MD - University of Aleppo - Faculty of Medicine Journal 54-57 (2007).
- Ulcerative colitis and its complications: **Bassim Assioun, MD**, Marwan Al-Assil, MD, Graduation Thesis - University of Aleppo - Faculty of Medicine 1, 1-59 (2007).

ABSTRACTS / POSTER PRESENTATIONS

- **ASN American society of Nephrology. 2015 meeting**, "Safety of Warfarin in Chronic Kidney Disease patients with Solitary Kidney in the era of Warfarin Related Nephropathy". John Edwards, MD, Ashraf Mohammed, MD, **Bassim Assioun, MD**, Anupama Chundury, MD
- **ACP Missouri Chapter Scientific Meeting, 2011** "Signet Cell Adenocarcinoma of stomach in Crohn's Disease patient on Infliximab". **Bassim Assioun, MD**, Khalil Farah, MD, Kiyoko Oshima, MD Christine Hachem. Lake Ozark, MO.
- **ACP Missouri Chapter Scientific Meeting, 2010** "Acute Renal Failure secondary to Hepatorenal Syndrome and Tenofovir Toxicity in patient with Acute Fluminant Hepatitis B". Zaher Fanari, MD, **Bassim Assioun, MD**, Majd Ibrahim, MD, Mazen Hadid, MD, Roque Castillo, MD. Lake Ozark, MO.
- **ACP Missouri Chapter Scientific Meeting, 2010** "Lemierre's syndrome: The "forgotten disease". Zaher Fanari, MD, Majd Ibrahim, MD, **Bassim Assioun, MD**, Waseem Touma, MD, Roque Castillo, MD. Lake Ozark, MO.

PRESENTATIONS

- Update about Hepatorenal Syndrome and kidney injuries associated with liver disease, St. Elizabeth's hospital, Belleville, IL. Family practice department 02/2016
- Research Seminar: Percutaneous fluoroscopically guided placement of peritoneal dialysis catheters; experience of an interventional nephrology program, Saint Louis University Hospital, Nephrology department 06/2015
- Research seminar: Warfarin related nephropathy, Saint Louis University Hospital, Nephrology department 06/2015
The Relationship between Serum Soluble Urokinase Plasminogen Activator Receptor Level and Steroid Responsiveness in FSGS. Journal Club. Saint Louis University Hospital, Nephrology department 02/2015

- Hemodynamic-guided fluid administration for the prevention of contrast-induced acute kidney injury: the POSEIDON randomized controlled trial. Poseidon randomized controlled trial. Journal Club. Saint Louis University Hospital, Nephrology department 02/2015
- Water system in dialysis units. Journal Club. Saint Louis University Hospital, Nephrology department 01/2015
- Kidney injury in liver disease. Grand Round. Saint Louis University Hospital, Nephrology department 12/2014
- Early start Peritoneal dialysis. ASN update, Saint Louis University Hospital, Nephrology Department 11/2014
- Update of treatment of lupus nephritis. Journal club, Saint Louis University Hospital, Nephrology Department 5/2014
- Renal diseases associated with liver cirrhosis. Grand round. Saint Louis University Hospital, Nephrology department 5/2014
- APOL1 Risk Variants, Race, and Progression of Chronic Kidney Disease. Journal Club, Saint Louis University Hospital, Nephrology Department 3/2013
- Buttonhole Cannulation and Clinical Outcomes in a Home Hemodialysis Cohort and Systematic Review, Saint Louis University Hospital, Nephrology Department 2/2013
- Ultrasound Prevents Renal Ischemia-Reperfusion. Journal club, Saint Louis University Hospital, Nephrology Department 10/2013
- The Cardiorenal Syndrome. Grand round. Saint Louis University Hospital, Nephrology department 9/2013
- Renal Cysts. Senior talk. Saint Louis University Hospital, Internal Medicine Department 3/2013
- Intrahepatic cholestasis Approach. Saint Louis University Hospital, Internal Medicine Department 6/2012
- Diabetic Nephropathy. Saint Louis University Hospital, Internal Medicine Department 1/2012
- New guidelines in screening and treating Abdominal Aortic Aneurysm. Saint Louis University Hospital, Internal Medicine Department 1/2012
- Candida Endocarditis and Treatment: evidence based medicine. Saint Louis University Hospital, Infectious Disease Department 5/2011
- Loin Pain Hematuria: evidence-based medicine. Saint Louis University Hospital, Internal Medicine Department 4/2011



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

Re: Certification of Support Services

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.230(f) that O'Fallon 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;
- O'Fallon Dialysis will have available all needed support services required by the Centers for Medicare and Medicaid Services, which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

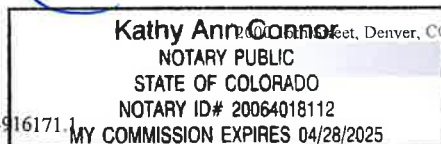
Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie N. Berberich".

Print Name: Stephanie N. Berberich
Its: Assistant Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This 13th day of September, 2022

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

Notary Public

84916171-1

20064018112, Denver, CO 80202 | P (800) 244-0680 | F (310) 536-2675 | DaVita.com



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

Re: In-Center Hemodialysis Assurances

Dear Chair Savage:

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

- By the second year after project completion, O'Fallon Dialysis expects to achieve and maintain 80% target utilization; and
- O'Fallon 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

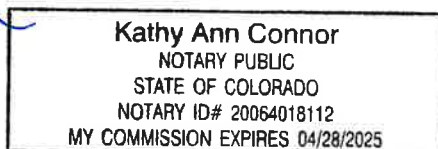
Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie N. Berberich".

Print Name: Stephanie N. Berberich
Its: Assistant Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This 13th day of September, 2022

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

Notary Public

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

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 2022 10-K Statement evidencing sufficient internal resources to fund the Project was previously submitted on February 24, 2023.

Section IX, Financial Feasibility
Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash and cash equivalents. A copy of DaVita's 2022 10-K Statement evidencing sufficient internal resources to fund the Project was previously submitted on February 24, 2023.

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 36A is a letter from Stephanie N. Berberich, Assistant Secretary of DaVita Inc. attesting that the total estimated project costs will be funded entirely with cash.



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

Re: Reasonableness of Financing Arrangements

Dear Chair Savage:

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,

A handwritten signature in blue ink, appearing to read "Stephanie N. Berberich".

Print Name: Stephanie N. Berberich
Its: Assistant Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This 13th day of September, 2022

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

Notary Public

Kathy Ann Connor NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20064018112 MY COMMISSION EXPIRES 04/28/2025
--

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

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

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

1. This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.
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	\$25,000	\$225.91 per gross square foot = \$225.91 x 7,794 = \$1,760,742.54	Below State Standard
Net Book Value of Equipment to be Transferred	\$28,667	No State Standard	No State Standard

Section XI, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2020	2021	2022
Net Patient Revenue	\$409,210,320	\$414,744,253	\$398,035,885
Amount of Charity Care (charges)	\$2,635,936	\$1,247,774	\$1,151,514
Cost of Charity Care	\$2,635,936	\$1,247,774	\$1,151,514

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Bassim Assioun, projecting 36 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

Bassim Assioun, M.D.
HSHS Medical Group Multispecialty Care – St. Elizabeth's
3 St. Elizabeth's Boulevard, Suite 5000
O'Fallon, Illinois 62269

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

Dear Chair Olson:

I am pleased to support DaVita's expansion of O'Fallon Dialysis. The proposed 4-station expansion will directly benefit my patients.

DaVita's proposed expansion will provide access to necessary dialysis services to patients living in O'Fallon and the surrounding communities. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

I have identified 55 patients from my practice who are suffering from Stage 4 or 5 CKD who all reside within 17 miles of O'Fallon Dialysis. Conservatively, I predict at least 36 of these 55 patients will progress to dialysis within the 12 to 24 months of project completion.

A list of patients who have received care at existing facilities in the area over the past 3 years is provided at Attachment – 1. A list of new patients my practice has referred for in-center hemodialysis for the past 1 years is provided at Attachment – 2. The list of zip codes for the 55 pre-ESRD 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.

DaVita is a leading provider of dialysis services in the United States and I support the expansion of O'Fallon Dialysis.

Sincerely,



Bassim Assioun, M.D.
HSHS Medical Group Multispecialty Care – St. Elizabeth's
3 St. Elizabeth's Boulevard, Suite 5000
O'Fallon, Illinois 62269

Subscribed and sworn to me
This 20th day of February, 2023



Notary Public: Diane Lucia

Attachment - 1

Historical Patient Census

[illegible]

Attachment - 3**CKD Patients**

City	Patients
Belleville	36
O'Fallon	14
Swansea	5
Total	55

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

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