

**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: DaVita Foxpoint Dialysis		
Street Address: 1300 Schaefer Road, Suite J		
City and Zip Code: Granite City, Illinois 62040		
County: Madison	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

☐ Non-profit Corporation	☐ Partnership
☒ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship ☐ Other

- 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 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/acoooper@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: DaVita Foxpoint Dialysis		
Street Address: 1300 Schaefer Road, Suite J		
City and Zip Code: Granite City, Illinois 62040		
County: Madison	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

- | | | |
|--|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☒ For-profit Corporation | ☐ Governmental | |
| ☐ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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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:

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: Granite Sand Realty LLC
Address of Site Owner: 10689 North Pennsylvania Street, Suite 100, Indianapolis, Indiana 42680
Street Address or Legal Description of the Site: 1300 Schaefer Road, Suite J, Granite City, Illinois 62040
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Total Renal Care, Inc. d/b/a Foxpoint Dialysis			
Address: 2000 16 th Street, Denver, Colorado 80201			
☐	Non-profit Corporation	☐	Partnership
☒	For-profit Corporation	☐	Governmental
☐	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **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, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue its 12 station in-center hemodialysis center located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040 ("Foxpoint Dialysis").

DaVita anticipates Foxpoint Dialysis will be discontinued as soon as practicable after State Board approval but no later than April 30, 2023. Project completion will occur soon after.

The project constitutes a substantive project because it proposes the discontinuation 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			
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			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$0	\$0	\$0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$0	\$0	\$0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

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

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

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

Anticipated project completion date (refer to Part 1130.140): April 30, 2023

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): **NOT APPLICABLE**

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
☐ Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable?

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

Cost Space Requirements – NOT APPLICABLE

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.

Stephanie N. Berberich
Signature

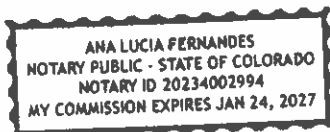
Stephanie N. Berberich
Printed Name

Assistant Secretary
Printed Title

Notarization:
Subscribed and sworn to before me
this 15th day of March

Ana Lucia Fernandes
Signature of Notary

Seal



Signature

Samuel T. Wey
Printed Name

Delegated Official
Printed Title

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

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

CERTIFICATION

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Signature

Stephanie N. Berberich

Printed Name

Assistant Secretary

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

Signature

Samuel T. Wey

Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me
this 13th day of March 2023

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant



CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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This Application is filed on the behalf of **Total Renal Care, Inc. d/b/a Foxpoint Dialysis*** 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

Secretary

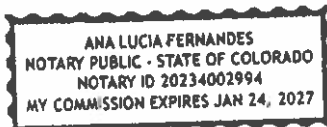
Printed Title

Notarization:

Subscribed and sworn to before me
this 15th day of March


Signature of Notary

Seal



Signature

Samuel T. Wey

Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert the EXACT legal name of the applicant

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This Application is filed on the behalf of Total Renal Care, Inc. d/b/a Foxpoint Dialysis* 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

Secretary

Printed Title

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

Signature

Samuel T. Wey

Printed Name

Delegated Official

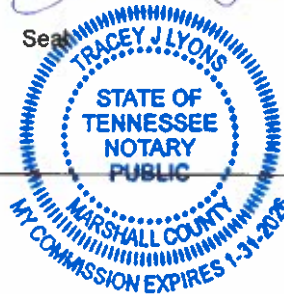
Printed Title

Notarization:

Subscribed and sworn to before me
this 13th day of March 2023

Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility or the discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project MUST** be addressed. **A copy of the Notices listed in Item 7 below MUST be submitted with this Application for Discontinuation** <https://www.ilga.gov/legislation/ilcs/documents/002039600K8.7.htm>

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that are to be discontinued.
2. Identify all the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.
7. **For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.**
8. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the **geographic service area**.

APPEND DOCUMENTATION AS ATTACHMENT 10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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.

SECTION X. SAFETY NET IMPACT STATEMENT

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

1. The project's material impact, if any, on essential safety net services in the community, **including the impact on racial and health care disparities in the community**, to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in each community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 37.

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

	Outpatient				
	Total				

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

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

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 39.

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

APPEND DOCUMENTATION AS **ATTACHMENT 39**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita Inc. and Total Renal Care, Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1.

Total Renal Care, Inc. is the operator of Foxpoint Dialysis. Foxpoint 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

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE 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.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

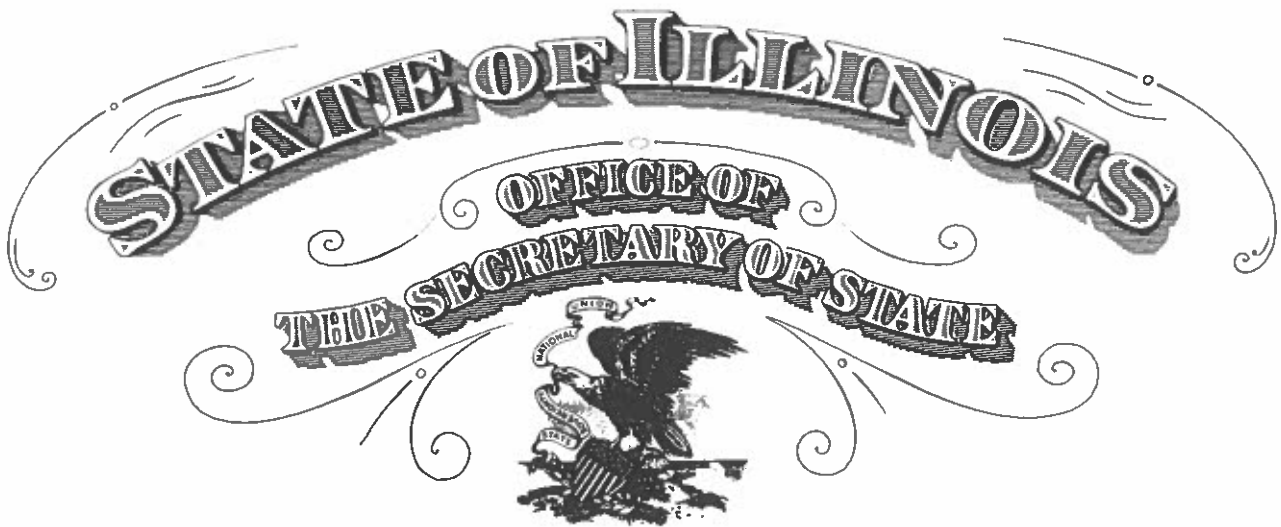
Jeffrey W. Bullock, Secretary of State

Authentication: 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 Granite Sand Realty LLC and Total Renal Care, Inc. to lease the property located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040 is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

GRANITE SAND REALTY LLC

("LANDLORD")

AND

TOTAL RENAL CARE, INC.

("TENANT")

FOR SPACE AT:

1300 Schaefer Road, Granite City, IL 62040

Dated: November 14, 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

EXHIBIT H – TENANT ACH AUTHORIZATION AGREEMENT

EXHIBIT I- FORM OF GUARANTY

DATA SHEET

Landlord: Granite Sand Realty, LLC, an Indiana limited liability company
 Address of Landlord: 10689 North Pennsylvania Street, Suite 100
 Indianapolis, Indiana 46280

Address for Payment of Rent: 10689 North Pennsylvania Street, Suite 100
 Indianapolis, Indiana 46280

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: Granite City (Foxpoint), IL (TBD)

Premises Address: 1300 Schaefer Road, Granite City, IL 62040

Premises Rentable Area: approximately 6,395 rentable square feet

Building Rentable Area: approximately 24,800 rentable square feet

Base Rent for Term:

<u>Initial Term Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 1 through 61 inclusive:	\$11.00	\$5,862.08	\$70,345.00
Full months 61 through 120 inclusive:	\$12.00	\$6,395.00	\$76,740.00
<u>Option 1 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 121 through 180 inclusive:	\$13.00	\$6,927.92	\$83,135.00
<u>Option 2 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 181 through 240 inclusive:	\$14.00	\$7,460.83	\$89,530.00
<u>Option 3 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 241 through 300 inclusive:	\$15.00	\$7,993.75	\$95,925.00

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on November 14, 2016 (the "Effective Date"), by and between, **GRANITE SAND REALTY LLC**, an Indiana limited liability company ("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 1300 Schaefer Road, Granite City, IL 62040, 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 24,800 rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of approximately 6,395 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 one hundred twenty (120) months (the "Term") and shall commence upon the earlier of the occurrence of the following two events (the "Commencement Date"): (i) the first day of the 5th month following the Possession Date, as hereafter defined; or (ii) that date that Tenant obtains all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the certificate of occupancy from the applicable municipal authority in which the Premises is located. The expiration date of the Term shall be the last day of the one hundred twentieth (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 twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum substantially 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 the later of (i) 120 days after Tenant waives the CON contingency, or (ii) one hundred twenty (120) days following Landlord's receipt of a building permit ("Building Permits") necessary for Landlord's Work (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 one day of 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, unless Tenant or its agents, contractors or employees are the cause of Landlord's failure to deliver the Premises by 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 ninety (90) days after the Estimated Possession Date (the "Outside Possession Date"), or Landlord has not secured building Permits within one hundred and thirty five (135) days after the date Tenant provides notice that it has received a final CON (as defined below), Tenant may elect one of the following additional rights: (i) to terminate this Lease by written notice to Landlord; or (ii) continue to receive one day 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.

(b) 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 April 1, 2017, 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, without setoff or deduction, 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. Tenant's payment of Base Rent, Additional Rent, and other charges due hereunder shall be through an Automated Clearing House ("ACH") transaction (Tenant's authorization form is attached hereto as "Exhibit H"). Landlord shall provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification, a Landlord 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 request 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 one (1) time prior to the Commencement Date or during the first Lease Year. If Tenant fails to exercise its one (1) time right of re-measurement prior to the end of the first (1st) Lease Year, Tenant's right of re-measurement shall be null and void. 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, setoffs, and deductions of any nature whatsoever.

Tenant agrees to the following late fee (the "Late Charge"): If Base Rent, Additional Rent, and other charges are RECEIVED AFTER:

The fifth (5 th) day of the month:	\$ 150.00
The tenth (10 th) day of the month, an additional:	\$ 250.00

Application of said late charge shall not be a waiver by Landlord of a default by Tenant nor waive or diminish Landlord's rights and remedies in any way as a result of a default by Tenant. In addition to the aforesaid late fees, Tenant agrees to pay:

- a) an administrative fee of Seventy Dollars (\$70.00) for any check returned unpaid to Landlord and/or any returned ACH transfer, regardless of the reason; AND
- b) for any indebtedness owed under this Lease on the fifteenth (15th) day of the month interest shall accrue on a per diem basis at the rate of three percent (3%) per month, compounded monthly, until paid in full. This Section shall be strictly enforced and shall survive the expiration or termination of the Lease.

Notwithstanding the foregoing, Landlord will not impose a Late Charge as to the first (1st) late payment in any calendar year, unless Tenant fails to pay the late payment to Landlord within five (5) business days after the delivery of written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Charge without advance notice to Tenant on any subsequent late payment in the same calendar year.

4. Renewals. Tenant shall have the right and option to renew this Lease for three (3) additional periods of five (5) years each, next immediately ensuing after the expiration of the initial Term and any subsequent renewal period by notifying Landlord in writing not more than eighteen (18) months and not less than 9 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 (6) months before the expiration of the immediately preceding initial Term or subsequent renewal Term. No additional rights of extension are granted to Tenant under this Lease other than those rights set forth in this Section 4. In the event that Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Base Rent shall be paid as set forth in the Data Sheet.

5. Condition of Premises. Landlord represents to Tenant, for a period of one (1) year after the Possession Date, that the Landlord-provided systems and equipment serving the Premises will be in good order and condition. Tenant shall give written notice to Landlord within such one (1) 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), unless such expense was caused by the actions of Tenant or its agents, contractors, or employees. Landlord will, upon receipt of such notice from Tenant, promptly repair such defective condition, at Landlord's reasonable cost and expense. Landlord represents that the roof and roof membrane will be 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 has the right to operate and shall have full-time access to the Premises up to twenty-four (24) hours per day, seven (7) 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 the Building and adjacent parcels owned by Landlord in which the Premises is located 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 (collectively, a "Competing Business"). Landlord shall not display or permit to be displayed upon any such property within such radius any advertisement for any such Competing 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 seventy-five percent (75%) of the Base Rent ("Alternate Rent").

Notwithstanding the foregoing, Tenant shall not have the right to elect to pay Alternate Rent for a violation of this Section 6 if another tenant or occupant in the Building operates a Competing Business without Landlord's consent (a "Rogue Tenant"). Landlord, following receipt of notice from Tenant advising of a Rogue Tenant, shall promptly exercise commercially reasonable, good-faith efforts to stop such Rogue Tenant, including but not limited to seeking a temporary restraining order, preliminary injunction, permanent injunction, other court order, or judgment enjoining or stopping the Rogue Tenant from operating in the Building.

If Landlord leases space within the Building to any tenant that materially and unreasonably impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves unreasonably and materially loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of thirty (30) days after written notice to Landlord from Tenant, Tenant shall have the right to implement such control measures as it deems reasonable to isolate Tenant from such noise, odors, or other nuisance, at Landlord's reasonable expense.

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, as an express condition precedent to Tenant's right to terminate under this Section, Tenant shall (i) provide Landlord written notice at least one hundred (120) days' prior to the termination date, (ii) provide Landlord reasonable evidence that Tenant's use of the Premises has become illegal, and (iii) within thirty (30) days after the written notice, pay to Landlord as liquidated damages (and not a penalty) an amount equal to thirty-six (36) months of the then-applicable Base Rent and Additional 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, not to exceed ninety (90) days, 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 in writing. 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 thirty (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 thirty (30) day period shall be deemed to be a consent. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provisions hereof.

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"). Tenant shall provide Landlord with a copy of any assignment, sublease, or other transfer within thirty (30) days after any such 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 all of Tenant's obligations hereunder, including but not limited to payment of Base Rent, Additional Rent, and other charges, should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing. The acceptance of Base Rent, Additional Rent, or other charges by Landlord from any person other than Tenant shall not be deemed to be a waiver by Landlord of any provisions of this Section 7.

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 one hundred eighty (180) 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 thirty (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 ninety (90) 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, 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 may 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.

"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 25.8%. 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, 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 \$4.18 per square foot of the Premises per annum.

8.3 Tenant shall pay the net cost of all janitorial services, utilities, and other services necessary in the operation of the Premises, including but not limited to, gas, fuel oil, electrical, telephone, Internet, 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 Landlord's principal place of business in Indianapolis, Indiana, or by email or other electronic transmission, true and accurate records of items that constitute Operating Expenses, calculated in accordance with GAAP and reasonable real estate management practices, consistently applied. Such records shall be open for inspection from time to time by only employees of Tenant for a period of two (2) 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 thirty (30) days demand by Tenant, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent (5%), Landlord shall reimburse Tenant its actual costs incurred in connection with Tenant's review or audit not to exceed \$1,500.00

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 other 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 (provided that parking area maintenance and repair, including without limitation patching, sealing, restriping, and milling the top layer and resurfacing thereafter shall be included as part of Operating Expenses);

(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 Ten Thousand Dollars (\$10,000.00) 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. [Intentionally Omitted]

10. Tenant Improvements/Signage. Tenant shall construct its tenant improvements to the Premises (the "Tenant Improvements").

Tenant shall contract for the installation of Tenant Improvements with a licensed contractor of Tenant's choice. Tenant, at its sole cost and expense, shall be responsible for paying all contractors and materials suppliers for work performed or completed by or on behalf of Tenant at the Premises. Tenant shall provide to Landlord copies of all full and complete lien waivers from its general contractor for work performed or completed by or on behalf of Tenant at the Premises. Landlord and Tenant shall mutually approve the plans and specifications of Tenant Improvements prior to the commencement of such work. Tenant shall be responsible, at its sole cost and expense, for any issues arising from its Tenant Improvements, including, without limitation, liens that may arise as a result of labor performed or material supplied to the Premises or Building by Tenant's contractors or subcontractors. Landlord shall not charge Tenant any fee or other charges for the supervision and/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 provide to Landlord copies of all as-built prints, plans, and drawings related to the Tenant Improvements.

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 with Landlord's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld.

Tenant, at its sole cost and expense, shall contract with a licensed contractor for the disposal of biomedical waste generated as a result of Tenant's business at the Premises. Tenant shall handle and dispose of such biomedical waste in full compliance with any local, county, state, federal, or other rules, ordinances, codes, requirements, or regulations governing such biomedical waste ("Governing Law"), and shall indemnify and hold Landlord harmless for all costs and expenses, including reasonable attorneys' fees of in-house and/or outside counsel, arising out of or related to any failure by Tenant or Tenant's agents, contractors, employees, or other invitees to comply with Governing Law. This indemnity shall survive the termination or expiration of this Lease.

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, at its sole cost and expense, 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, and Tenant shall indemnify and hold Landlord harmless for all costs and expenses, including reasonable attorneys' fees, arising out of or related to any failure by Tenant or Tenant's agents, contractors, employees, or other invitees to comply with such 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.

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 reasonably 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, and Tenant shall provide as-built prints, plans, and drawings related to such Alterations. 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 or the Building 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 all 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 or Building 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 in or from the Premises or Building of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances to, in, on, under, about or from the Premises or Building; or (iv) Tenant's failure to comply with any Environmental Law. Tenant agrees to reasonably remediate, at Tenant's cost and expense, promptly upon receipt of notice from Landlord any condition described in (i) through (v) of the previous sentence if such remediation is required by applicable Environmental Laws.

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 or Building 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 or Building; (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 reasonably remediate, at Landlord's cost and expense, promptly upon receipt of notice from Tenant any condition described in (i) through (v) of the previous sentence if such remediation is required by Environmental Law. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

Landlord represents to Tenant that (i) to the best of Landlord's knowledge, with no further obligation to investigate, there are no Hazardous Substances in, on, under or about the Premises or Building, 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 or Building.

Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises 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 (5) days following written notice from Tenant, and Tenant determines, in Tenant's reasonable 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 reasonable 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 thirty (30) days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the thirty (30) day period, then Landlord shall be in default under this Lease. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within sixty (60) days of Tenant's written notice of the mold to Landlord and Tenant, in Tenant's reasonable discretion, is unable to utilize the entire Premises, Tenant may elect, at its reasonable discretion to (i) terminate this Lease upon thirty (30) days written notice to Landlord or (ii) receive one (1) day 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 or Building. 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 or Building.

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 completely 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 two hundred seventy (270) days from the date of such damage; or (ii) so much of the Premises is destroyed or rendered completely untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least seventy-five percent (75%) of the dialysis stations operating prior to the fire or casualty impracticable, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (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 One Hundred Thousand Dollars (\$100,000.00) and such damage has occurred within the final ninety (90) days of the then-current Term and Tenant has not exercised its next available renewal option, if any; or (ii) the Premises is damaged to the extent such that Landlord, in its own commercially reasonable judgment, deems the Premises to no longer be economical, then Landlord may elect to terminate this Lease by giving written notice to Tenant within thirty (30) days of the date of such fire or casualty.

If not so terminated, Landlord shall proceed with reasonable 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 in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises to the extent that additional costs (if any) related thereto are covered by insurance proceeds received by Landlord. Any required, additional costs in excess of such proceeds shall be at Tenant's sole expense. Landlord's failure to carry the required insurance and pay the associated deductible shall not relieve Landlord of any obligations set forth in this Lease.

If the Premises are rendered completely 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 two hundred ten (210) days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord. In the event of any termination of this Lease, Base Rent and Additional Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Landlord shall promptly proceed with reasonable 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 completely 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 in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises to the extent that additional costs (if any) related thereto are covered by insurance proceeds received by Landlord. Any required, additional costs in excess of such proceeds shall be at Tenant's sole expense. Landlord's failure to carry the required insurance and pay the associated deductible shall not relieve Landlord of any obligations set forth in this Lease.

Notwithstanding the foregoing provisions of this Section 13, in the event that insurance proceeds applicable to Alterations or Tenant Improvements 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 commercially reasonable business judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; (iii) Tenant determines, in its commercially reasonable business judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any permanent, material, and 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 (1) 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 to the extent that additional costs (if any) related thereto are covered by insurance proceeds received by Landlord), 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, at Tenant's sole cost and expense, any claim directly against the condemning authority in such eminent domain proceeding for its reasonable 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 twenty-four (24) hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six (6) month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Landlord agrees to make reasonable effort to perform any work done by Landlord to Premises 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 reasonable 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 seventy-five (75%) of the Premises for two (2) or more business days, then Base Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues, unless such entry is necessitated by the actions, inactions, negligence, or intentional conduct of Tenant or its agents, servants, employees, guests, invitees or independent contractors.

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, or Building 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 (10) 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 thirty (30) days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment, then, in such event, Landlord, at its option, may (a) proceed for past due installments of Base Rent or Additional Rent, reserving its right to proceed to collect the remaining installments when due, as well as reasonable costs of collection, including but not limited to reasonable attorneys' fees; (b) declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through self-help or otherwise as provided by law, as well as the costs of such recovery or possession, including but not limited to reasonable attorneys' fees; or (c) pursue any and all other rights and remedies available at law or in equity. 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 (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for thirty (30) days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default

is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option (at Tenant's sole discretion), upon written notice to Landlord, of remedying such Landlord Default and, in connection therewith, incurring reasonable 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 reimburse and pay same to Tenant within thirty (30) days following written demand, Tenant may deduct such cost from the Base Rent next coming due. Notwithstanding the foregoing, the amount offset in the preceding sentence shall be limited to fifty percent (50%) of the Base Rent due in any month, in which case Tenant may offset portions in successive months until Tenant's costs are repaid in full. 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 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 and Common Areas (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 One Million Dollars (\$1,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate for both bodily injury and property damage, and shall name Landlord and Dorsand Management Company, Inc. as additional insureds under Tenant's commercial general liability policy. 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 Premises, 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 Premises, 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. 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 commercially reasonably necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, exterior doors and windows and flooring (except for floor covering). Landlord shall, at its sole cost and expense but subject to reimbursement by Tenant and other tenants in the Building, maintain and keep in good order and repair and promptly make any commercially reasonable replacements of parking areas, sidewalks, driveways, loading areas, utility lines not exclusively serving the Premises, sprinklers, plumbing to the meter, 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 thirty (30) days following written notice from Tenant that such repairs or replacements are necessary, or within five (5) 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 reasonably made and shall furnish Landlord with a statement of the reasonable cost of such repairs or replacements upon substantial completion thereof. Landlord shall reimburse Tenant for the reasonable cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to five percent (5%) of the cost of such repairs or replacements within thirty (30) days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant with the thirty (30) day period, then Landlord shall be in default 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 HVAC systems installed by Tenant, 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.

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 Cushman & Wakefield, representing Tenant (the "Tenant's Broker"). Landlord shall pay Tenant's Broker a brokerage commission pursuant to a separate agreement.

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 thirty (30) 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 thirty (30) day period, then Landlord shall be in default under this Lease.

23. Title and Parking. Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Premises and Building as depicted and legally described in Exhibit A hereto 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 non-exclusive use of the parking area in accordance with a parking ratio of not less than 4 spaces per 1,000 square feet or such greater amount as may be required by local code, including 4 handicapped 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 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 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 thirty (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 thirty (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 substantially similar to Exhibit D. Landlord shall, at or prior to the Commencement Date, use commercially reasonable efforts to 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. Provided that Tenant complies with all obligations under the Lease, and is not in default under this Lease beyond any applicable cure periods, including but not limited to payment of Base Rent, Additional Rent, and other charges due, Tenant shall 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. [Intentionally Omitted].

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 c/o Jay D. Stein, 10689 North Pennsylvania Street, Suite 100, Indianapolis, Indiana 46280, Telephone: (317) 925-9011, Facsimile: (317) 927-0723, Email: jdstein@sandordev.com; with a copy to Sandor Development Company, Attn: Brian M. Ziff, General Counsel, 5725 North Scottsdale Road, Suite C-195, Scottsdale, Arizona 85250, Email: bziff@sandordev.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: [Granite City (Foxpoint), IL (TBD)], 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 fifteen (15) calendar days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate substantially 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, Additional 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 thirty (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 in locations first approved in writing by Landlord. Tenant agrees that Landlord may, at Tenant's sole cost and expense, either require that Landlord's roofing contractor install any equipment on the roof of Premises or that Landlord's roofing contractor be present when Tenant's contractor installs any equipment of the roof. Tenant agrees, at its sole cost and expense, to promptly repair any damage to the Premises caused by any installation or by removal of any such installation set forth in this Section. If any equipment is mounted on the building in which the Premises is located, it must be mounted on the rear of the building, any cables thereto must be securely fastened to the building, and any and all penetrations must be sealed to a watertight condition and made under the gutter line, if any. 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 reasonably cooperate with Tenant in eliminating any interference caused by any other party using the roof.

33. **Regulatory Compliance.** Landlord represents 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 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 thirty (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 reasonably 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 at Tenant's sole cost and expense. 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 thirty (30) days' prior written notice and Tenant shall be obligated to pay Base Rent at one hundred twenty-five percent (125%) of the then-current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that 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 of Illinois shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles. Should either party institute Legal action to enforce any obligation contained herein, it is agreed that the venue of that suit shall be in the state courts in Granite City, Illinois. If suit is brought by any party to this Lease to enforce the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and court costs from the non-prevailing party.

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-H 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.

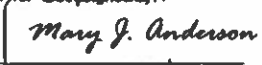
LANDLORD:

GRANITE SAND REALTY LLC
an Indiana limited liability company

By: 
Name: Jay D. Stein
Title: Co-Chief Operating Officer
Date: November 14, 2016

TENANT:

TOTAL RENAL CARE, INC.
a California corporation

By: 
Name: Mary J. Anderson
Title: Divisional Vice President
Date: November 13, 2016

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

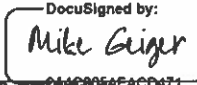
DocuSigned by:

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

EXHIBIT A

LEGAL DESCRIPTION/BUILDING SITE PLAN

PREMISES FLOOR PLAN



EXHIBIT C**FORM OF COMMENCEMENT DATE MEMORANDUM**

With respect to that certain lease ("Lease") dated _____, between _____ ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord 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.]

MORTGAGEE:

Date: _____

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

My Commission Expires: _____

TENANT:_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

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

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

Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

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

LANDLORD:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

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

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

Notary Public

My Commission Expires: _____

Exhibit A to
Subordination, Attornment and Non-Disturbance Agreement

Landlord's Premises

EXHIBIT E**FORM OF ESTOPPEL CERTIFICATE**

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

[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

N/A

EXHIBIT G

N/A

EXHIBIT H**TENANT ACH AUTHORIZATION AGREEMENT****AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS**

COMPANY FEDERAL
NAME ID NUMBER

I (we) hereby authorize _____, herein after called COMPANY, to initiate debit entries to my (our) Checking account indicated below and with the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

BANK
NAME: BANK PHONE:

CITY: STATE: ZIP:

ROUTING NO: ACCOUNT NO:

Designate Bank Account Type:

Corporate Account
Personal Account

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received at least thirty (30) days advance written notification from me (or either of us) of its termination. This authorization allows DEPOSITORY to pay COMPANY the Fixed Annual Rent, Additional Rent, late fees, and any and all other charges due under my (our) Lease with COMPANY.

NAME(S): ID NUMBER:

DATE: SIGNED:

DATE: SIGNED:

Tenant's E-mail Address:

Office Phone Number:

Home/Cell Phone Number:

Fax Number:

EXHIBIT I**FORM OF GUARANTY****GUARANTY**

WHEREAS, GRANITE SAND REALTY LLC, an Indiana limited liability company ("Landlord") and TOTAL RENAL CARE, INC., a California corporation ("Tenant"), have entered into a certain lease agreement (the "Lease") dated on or about the date hereof, covering certain premises located at 1300 Schaefer Road, Granite City, IL 62040 (the "Premises"); and

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

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

NOW THEREFORE, in consideration of the execution of the Lease by Landlord and other good and valuable consideration and intending to be legally bound hereby, the undersigned agrees as follows:

1. Effective on the commencement date of the Lease, the undersigned hereby unconditionally becomes a guarantor to Landlord, its successors and assigns for Guarantor's Pro Rata Share (as defined below) of the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease, to be kept and performed by Tenant accruing from and after the date that Tenant becomes tenant under the Lease (subject to all applicable notice and/or cure periods set forth in the Lease), in accordance with and within the time prescribed by the Lease (hereinafter collectively referred to as the "Liabilities") for the initial 120 month Term of the Lease. Notwithstanding anything herein to the contrary, this Guaranty, and all the obligations of the undersigned hereunder, shall terminate upon the expiration of the initial 120 month Term of the Lease.

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

3. The undersigned waives: (a) all notice including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm, or corporation held by Landlord as collateral security; (b) trial by jury and the right thereto in any proceeding of any kind, whether arising on or out of, under or by reason of this Guaranty, or any other agreement or transaction between the undersigned, Landlord and/or Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

4. Landlord may, without notice, assign this Guaranty in whole or in part to Landlord's successor in interest under the Lease, and no assignment of this Guaranty shall operate to extinguish or

diminish the liability of the undersigned hereunder. The assignment of the Lease by Tenant to an entity not affiliated with the undersigned shall not automatically terminate this Guaranty, and thereafter, the undersigned shall have no further liability hereunder.

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

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

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

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

9. Subject to Section 4 above, the provisions of the Guaranty shall bind all of the respective successors and assigns of the undersigned and shall inure to the benefit of Landlord, its successors and assigns.

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

11. The undersigned represents that at the time of the execution and delivery of this Guaranty nothing exists to impair the effectiveness of the obligations of the undersigned to Landlord hereunder, or the taking effect of this Guaranty between the undersigned and Landlord effective upon the commencement date of the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed this

_____.

DAVITA, INC.

By: _____

Name: _____

Title: _____

FOR TENANT'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

By: _____

Name: Mike Geiger

Title: Assistant General Counsel

Certificate Of Completion

Envelope Id: 7EDB34B8E3CB44409C37992D46E7C128

Status: Completed

Subject: Please DocuSign: Granite City, IL (Foxpoint) (11613) -- FINAL LEASE (11_3).pdf

Source Envelope:

Document Pages: 46

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brittany Gonda

AutoNav: Enabled

2000 16th Street

Envelope Stamping: Enabled

Denver, CO 80202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

brittany.gonda@davita.com

IP Address: 104.129.198.69

Record Tracking

Status: Original

Holder: Brittany Gonda

Location: DocuSign

11/10/2016 10:16:01 AM

brittany.gonda@davita.com

Signer Events

Mike Geiger

mike.geiger@davita.com

Assistant General Counsel

DaVita

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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Using IP Address: 104.129.198.80
Signed using mobile**Timestamp**

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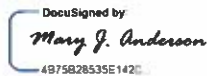
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Mary J. Anderson

mary.j.anderson@davita.com

Divisional Vice President

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Signed: 11/13/2016 6:58:42 PM

Jay D. Stein

JDStein@sandordev.com

Security Level: Email, Account Authentication (None)


Using IP Address: 174.209.34.188
Signed using mobile

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Resent: 11/14/2016 9:19:07 AM

Viewed: 11/14/2016 9:32:52 AM

Signed: 11/14/2016 7:43:52 PM

Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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: 11/14/2016 7:43:53 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 9:25:00 AM ID: be46c784-839d-4868-b331-f4ea4bc4982b	COPIED	Sent: 11/14/2016 7:43:53 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: 11/14/2016 7:43:53 PM
Matthew Gramlich matthew.gramlich@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 11/14/2016 7:43:54 PM Viewed: 11/15/2016 7:58:15 PM
Michael Leonard michael.leonard@davita.com Sr. Director of real estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/1/2016 9:00:56 AM ID: 1e9424d7-5b59-4632-b17f-ecb66ee18f75	COPIED	Sent: 11/14/2016 7:43:53 PM

Notary Events	Timestamp
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete Completed	Timestamps 11/14/2016 7:43:54 PM 11/14/2016 7:43:54 PM 11/14/2016 7:43:54 PM 11/14/2016 7:43:54 PM

Electronic Record and Signature Disclosure

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into as of January 22, 2018 (the "Effective Date"), by and between **GRANITE SAND REALTY LLC**, an Indiana limited liability company ("Landlord"), and **TOTAL RENAL CARE, INC.**, a California corporation ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 14, 2016, as amended by that certain Commencement Date Memorandum dated October 31, 2017 (collectively, the "Lease") concerning approximately 6,557 rentable square feet of space located at 1300 Schaefer Road, Granite City, Illinois 62040 (the "Premises"); and

WHEREAS, Landlord and Tenant wish to correct the square footage of the Premises Rentable Area and to otherwise amend the Lease in accordance with the terms below.

AMENDMENT:

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree to as follows:

1. **Premises Rentable Area.** As of the Effective Date, the Premises shall consist of 6,557 rentable square feet (the "Premises Rentable Area"). All references in the Lease to the Premises Rentable Area shall be deemed to refer to the term as defined in this First Amendment.
2. **Base Rent.** Notwithstanding anything to the contrary in the Lease, beginning on the Commencement Date, Tenant shall pay Base Rent for the Term as set forth below:

<u>Initial Term Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 1 through 61 inclusive:	\$11.00	\$6,010.58	\$72,127.00
Full months 61 through 120 inclusive:	\$12.00	\$6,557.00	\$78,684.00
<u>Option 1 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 121 through 180 inclusive:	\$13.00	\$7,103.42	\$85,241.00
<u>Option 2 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 181 through 240 inclusive:	\$14.00	\$7,649.83	\$91,798.00
<u>Option 3 Period</u>	<u>Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Full months 241 through 300 inclusive:	\$15.00	\$8,196.25	\$98,355.00

3. **Tenant's Proportionate Share.** Tenant's Proportionate Share as of the Commencement Date is 26.44%.
4. **Site Plan.** Exhibit B of the Lease is deleted and replaced with the Building Site Plan attached hereto as Exhibit A.
5. **Miscellaneous.**
 - a. Counterparts. This First Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
 - b. Entire Agreement. This First Amendment and the Lease sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
 - c. Authority. Landlord and Tenant represent that the parties signing below on behalf of them have the authority and power to bind their respective party.
 - d. Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease
 - e. Consents. Landlord hereby represents to Tenant that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this First Amendment. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Landlord's failure to obtain all such required consents.
 - f. Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this First Amendment, the provisions of this First Amendment shall control.
 - g. Parties Bound. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this First Amendment to be effective as of the Effective Date.

LANDLORD:

GRANITE SAND REALTY LLC, an
Indiana limited liability company

By: 

Name: Jay D. Stein

Title: Co-Chief Operating Officer

Date: 1/17/18**TENANT:**

TOTAL RENAL CARE, INC.,
a California corporation

By: 

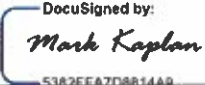
Name: Margaret Andersen

Title: SVP, APEX and Lifline

Date: January 22, 2018

FOR TENANT'S INTERNAL PURPOSES
ONLY:

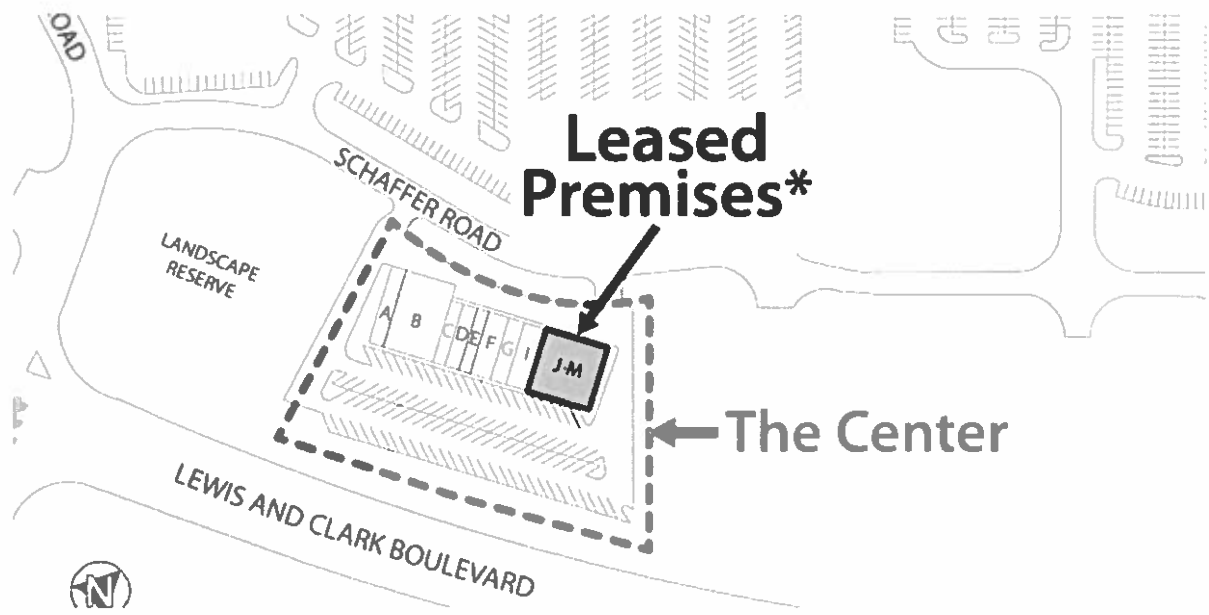
APPROVAL AS TO FORM ONLY:

By: 

Name: Mark Kaplan

Title: Assistant General Counsel

EXHIBIT A
Site Plan



Certificate Of Completion

Envelope Id: A4CD55FA1B8448C980662A853E79E9AA
 Subject: Please DocuSign this document: First Amendment- Granite City IL (11613) v4.pdf
 Source Envelope:
 Document Pages: 4
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 leslie.fry@davita.com
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 Assistant General Counsel
 DaVita
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Signature

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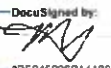
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Margaret Andersen
 Margaret.Anderson@davita.com
 SVP, APEX and Lifeline
 Security Level: Email, Account Authentication (None)

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John Eichenlaub
 johne@barbermurphy.com
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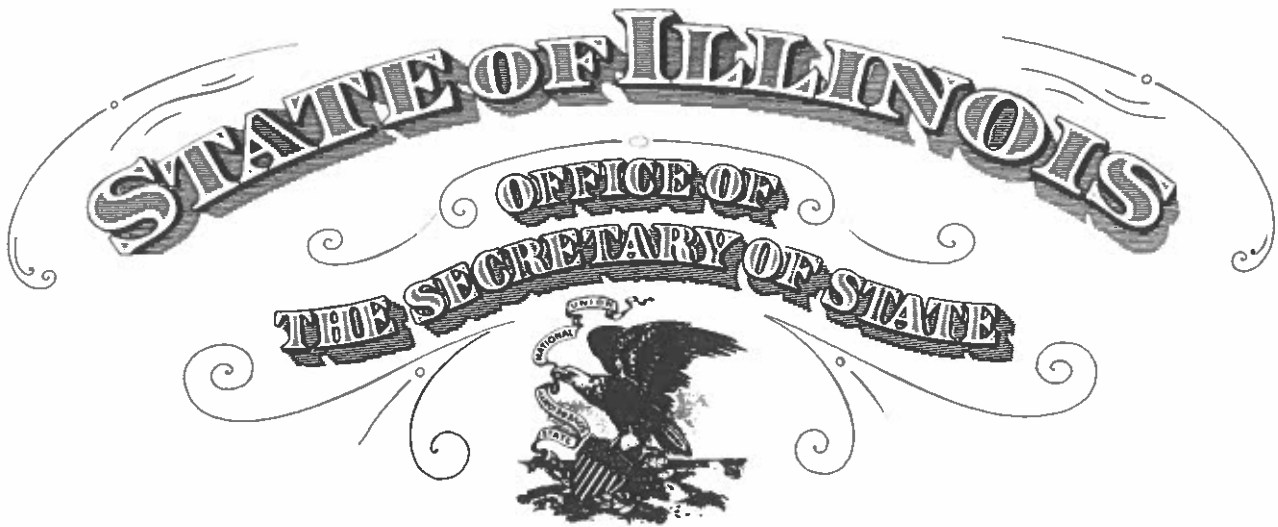
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Lizbeth Najera Lnajera@sandordev.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/22/2018 9:19:57 AM
Matthew Gramlich matthew.Gramlich@cushwake.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/22/2018 9:19:57 AM Viewed: 1/22/2018 9:20:33 AM
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Tiffany Taylor ttaylor@sandordev.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/22/2018 9:19:57 AM
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Payment Events	Status	Timestamps

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.



Authentication #: 2225202374 verifiable until 09/09/2023
Authenticate at: <https://www.ilsos.gov>

***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 .***

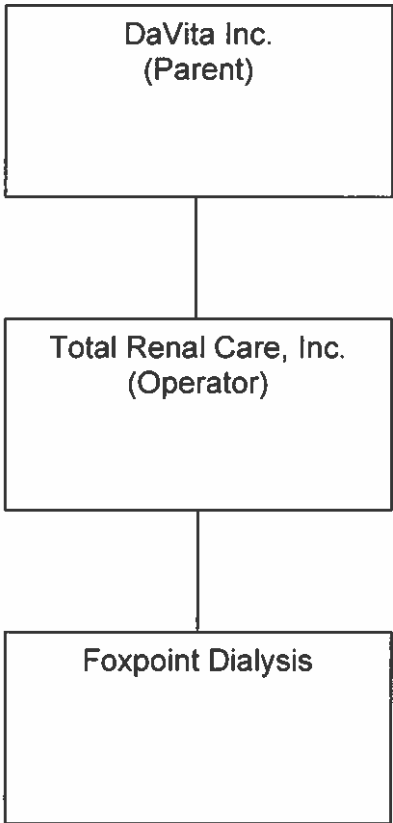
Jesse White

SECRETARY OF STATE

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

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

Foxpoint 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

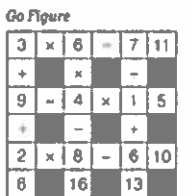
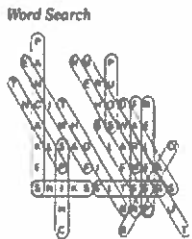
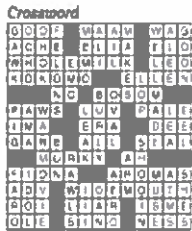
This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.

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

This project involves no costs. Accordingly, this criterion is not applicable.

Section II, Discontinuation
Criterion 1110.290(a), General

1. DaVita will discontinue its 12-station in-center hemodialysis center located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040.
2. No other clinical services will be discontinued as a result of this project.
3. Anticipated Discontinuation Date: April 30, 2023 though DaVita reserves the right to extend such date based on coordination of services with other clinics.
4. The Applicants lease space from a third-party landlord. As a result, DaVita will have no control over the use of the space after discontinuation of Foxpoint Dialysis.
5. The medical records of Foxpoint Dialysis will be transferred to another nearby DaVita dialysis center location.
6. A copy of the notice of the discontinuation of Foxpoint Dialysis published on March 29, 2023 is attached at Attachment – 10A1.
7. DaVita provided notice of its intent to file a certificate of need application to discontinue Foxpoint Dialysis to the following state and local officials: (a) Honorable Michael Parkinson, Mayor, City of Granite City; (b) Illinois State Senator Erica Harriss; (c) Illinois State Representative Amy Elik; (d) Director Sameer Vohra, M.D., J.D, M.A., Illinois Department of Public Health; (e) Director Theresa Eagleson, Illinois Department of Healthcare and Family Services; and (f) John Kniery, Administrator, Illinois Health Facilities and Services Review Board. Copies of the notices are attached at Attachment – 10A2.
8. Attached at Attachment – 10A3 is the certification by Stephanie Berberich, Assistant Secretary of DaVita that all questionnaires and data required by HFSRB or IDPH (e.g., annual questionnaires, capital expenditure surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 90 days following the date of discontinuation.



What's the Difference?

1. Fryer is different
2. Shovel is shorter
3. Bottle is missing
4. Fork is missing
5. Fish is missing
6. Lollypop is missing

Word Scrambler

1. Fence
2. Piglet
3. Pesto
4. Feast

Unscramble the words: **BARGAIN**

CryptoQuip

Even though both words of the puzzle are correct in their own right, only one is the answer.

Even Exchange

1. French, French
2. French, French
3. French, French
4. French, French
5. French, French
6. French, French
7. French, French
8. French, French
9. French, French
10. French, French
11. French, French
12. French, French

Trivia Test

1. Levi's
2. Barbra
3. Carry On, Ladies
4. Confluence
5. World War II
6. Taz
7. Carl Sandburg
8. "The Simpsons"
9. Taz, China
10. James McAvoy and his wife Siobhán

Flashback

1. Anne Shirley, who had a top ten record with "Sally" (her name is in the title) (Her name is in the title)
2. Michael Jackson, "I Wanna Be Like You" (The song first appeared on his album "Bad")
3. 84 letters, in 1972 (The name of the 200 on the 500 Greatest Songs of All Time list in 2011. The list has been updated periodically, most recently in 2021)
4. The Who. Duffey made his first guitar when he was 11 years old and recorded 5 after a real band leader
5. "The Getta Be Me" by Barry Davis (In 1995, the song was used in the musical "Golden Boy") (In more recent years the song has been used in both and vehicle commercials)

Secret Diner

Gene's 140 Club

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86 TOTAL \$

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Closure of Foxpoint Dialysis

DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") intend to discontinue Foxpoint Dialysis after approval to do so is issued by the Illinois Health Facilities and Services Review Board ("HFSRB"). DaVita will file the required Certificate of Need application with the HFSRB on or about March 30, 2023. The expected closure date will be April 30, 2023. A copy of the application will be available on the HFSRB website (<https://www2.illinois.gov/sites/hfsrb/Pages/default.aspx>) after the application has been deemed complete by the HFSRB.

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Attachment - 10A1

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Closed Sundays



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

The Honorable Michael Parkinson
Mayor
City of Granite City
2000 Edison Avenue
Granite City, Illinois 62040

Re: DaVita Foxpoint Dialysis

Dear Mayor Parkinson:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

The Project will result in the discontinuation of all of the Dialysis Center's authorized stations. The Dialysis Center opened in 2018, and utilization never exceeded 30 percent capacity. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the low utilization and staffing issues, DaVita decided to discontinue the Dialysis Center. DaVita anticipates the Dialysis Center will close as soon as practicable after State Board approval but no later than April 30, 2023.

DaVita operates 7 dialysis centers within 15 miles of the Dialysis Center, including Granite City Dialysis, which is one mile from the Dialysis Center, and can accommodate the Dialysis Center's patients. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Phoenix	St. Louis	San Francisco	Seattle	Silicon Valley	Washington, D.C.	Wilmington				

Polsinelli PC, Polsinelli LLP in California



Mayor Michael Parkinson
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

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

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

The Honorable Erica Harriss
Illinois State Senator, 56th District
35 Plaza Court
Maryville Illinois 62062

Re: DaVita Foxpoint Dialysis

Dear Senator Harriss:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

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DaVita operates 7 dialysis centers within 15 miles of the Dialysis Center, including Granite City Dialysis, which is one mile from the Dialysis Center, and can accommodate the Dialysis Center's patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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89

Attachment - 10A-2



Senator Erica Harriss
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



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February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

The Honorable Amy Elik
Illinois State Representative, 111th District
192 Alton Square Mall Drive, Suite C
Alton, Illinois 62002

Re: DaVita Foxpoint Dialysis

Dear Representative Elik:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

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91

Attachment - 10A-2



Representative Amy Elik
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



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

February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

Director Sameer Vohra, M.D., J.D., M.A.
Illinois Department of Public Health
122 South Michigan Avenue, 7th Floor
Chicago, Illinois 60603

Re: DaVita Foxpoint Dialysis

Dear Dr. Vohra:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

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Sameer Vohra, M.D., J.D, M.A.
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

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

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312 819.1900

February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

Director Theresa Eagleson
Illinois Department of Healthcare and Family
Services
401 South Clinton Street
Chicago, Illinois 60607

Re: DaVita Foxpoint Dialysis

Dear Ms. Eagleson:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

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Director Theresa Eagleson
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

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

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



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

February 28, 2023

Via Certified Mail

Anne M. Cooper
312.873.3606
312.276.4317 Fax
acooper@polsinelli.com

John Kniery
Administrator
Illinois Health Facilities and Services Review
Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: DaVita Foxpoint Dialysis

Dear Mr. Kniery:

This office represents DaVita Inc. and Total Renal Care, Inc. d/b/a Foxpoint Dialysis (collectively, "DaVita"). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the "State Board") to discontinue, in its entirety, its 12-station dialysis center known as Foxpoint Dialysis (the "Dialysis Center") located at 1300 Schaeffer Road, Granite City, Suite J, Illinois (the "Project").

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Mr. John Kniery
February 28, 2023
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Foxpoint Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.

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Mayor
City of Granite City
2000 Edison Ave
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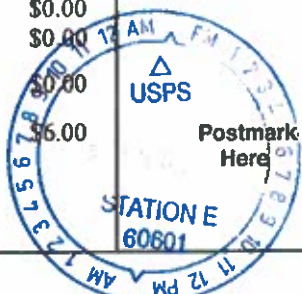
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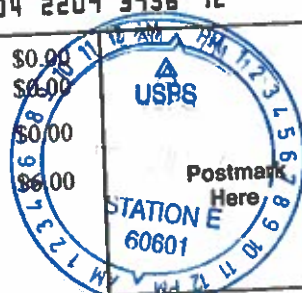
Return Receipt (Form 3811) Barcode	COMPLETE THIS SECTION ON DELIVERY
 9590 9266 9904 2209 3956 71	A. Signature ☒ Agent ☐ Addressee X <i>Kathryn F. Moore</i> B. Received by (Printed Name) <i>Kathryn F. Moore</i> C. Date of Delivery <i>3/6/2023</i> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:
1. Article Addressed to: The Honorable Michael Parkinson Mayor City of Granite City 2000 Edison Ave Granite City, IL 62040	3. Service Type: ☒ Certified Mail Reference Information 064628-594463 A. Cooper
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2209 3956 78	

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

U.S. Postal Service [®]	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
USPS [®] ARTICLE NUMBER	
9414 7266 9904 2209 3956 85	
Certified Mail Fee	\$ \$0.00
Return Receipt (Hardcopy)	\$ \$0.00
Return Receipt (Electronic)	\$ \$0.00
Certified Mail Restricted Delivery	\$ \$6.00
Postage	\$
Total Postage and Fees	\$
Sent to:	
The Honorable Erica Harriss Illinois State Senator, 56 th District 35 Plaza Court Maryville, IL 62062	
<u>Reference Information</u>	
PS Form 3800, Facsimile, July 2015	



U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only	
USPS® ARTICLE NUMBER 9414 7266 9904 2209 3956 92	
Certified Mail Fee	\$ \$0.00
Return Receipt (Hardcopy)	\$ \$0.00
Return Receipt (Electronic)	\$ \$0.00
Certified Mail Restricted Delivery	\$ \$0.00
Postage	\$
Total Postage and Fees	\$
	
Sent to:	
The Honorable Amy Elik Illinois State Rep., 111 th District 192 Alton Square Mall Drive, Suite C Alton, IL 62002	
Reference Information	
PS Form 3800, Facsimile, July 2015	

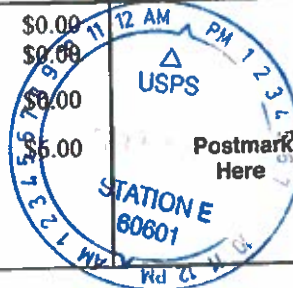
Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2209 3956 95		A. Signature ☐ Agent X- <i>EMMA LONG</i> ☐ Addressee	
		B. Received by (Printed Name) <i>JULIE C-19</i> C. Date of Delivery <i>3-6-23</i>	
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to:		3. Service Type:	
The Honorable Amy Elik Illinois State Rep., 111 th District 192 Alton Square Mall Drive, Suite C Alton, IL 62002		☒ Certified Mail Reference Information	
2. Certified Mail (Form 3800) Article Number		064628-594463 A. Cooper	
9414 7266 9904 2209 3956 92		Domestic Return Receipt	
PS Form 3811, Facsimile, July 2015			

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USPS[®] ARTICLE NUMBER

9414 7266 9904 2209 3957 08

Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Delivery	\$	\$5.00
Postage	\$	
Total Postage and Fees	\$	



Sent to:

Director Sameer Vohra, M.D., J.D., M.A.
 Illinois Department of Public Health
 122 S Michigan Ave, 7th Floor
 Chicago, IL 60603

Reference Information

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode



9590 9266 9904 2209 3957 01

1. Article Addressed to:

Director Sameer Vohra, M.D., J.D., M.A.
 Illinois Department of Public Health
 122 S Michigan Ave, 7th Floor
 Chicago, IL 60603

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2209 3957 08

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type:

☒ Certified Mail

Reference Information

064628-594463

PS Form 3811, Facsimile, July 2015

Domestic Return Rec

U.S. Postal Service® CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
USPS® ARTICLE NUMBER 9414 7266 9904 2209 3957 15	
Certified Mail Fee	\$ \$0.00
Return Receipt (Hardcopy)	\$ \$0.00
Return Receipt (Electronic)	\$ \$0.00
Certified Mail Restricted Delivery	\$ \$6.00
Postage	
Total Postage and Fees	
Sent to: Director Theresa Eagleson Illinois Dept. of Healthcare and Family Services 401 S Clinton St Chicago, IL 60607	
Reference Information	

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode	COMPLETE THIS SECTION ON DELIVERY
 9590 9266 9904 2209 3957 18	A. Signature ☐ Agent ☒ Addressee
	B. Received by (Printed Name) C. Date of Delivery
	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
	3. Service Type: ☒ Certified Mail
1. Article Addressed to: Director Theresa Eagleson Illinois Dept. of Healthcare and Family Services 401 S Clinton St Chicago, IL 60607	Reference Information 064628-594463
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2209 3957 15	

PS Form 3811, Facsimile, July 2015 Domestic Return

U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only	
USPS® ARTICLE NUMBER	
9414 7266 9904 2209 3957 22	
Certified Mail Fee	\$ 0.00
Return Receipt (Hardcopy)	\$ 0.00
Return Receipt (Electronic)	\$ 0.00
Certified Mail Restricted Delivery	\$ 6.00
Postage	\$ 0.00
Total Postage and Fees	\$ 0.00
Sent to:	
John Knierly Administrator Illinois Health Facilities and Services Review Board	
Reference Information 525 W Jefferson St, 2nd Floor Springfield, IL 62761	

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode	COMPLETE THIS SECTION ON DELIVERY
 9590 9266 9904 2209 3957 25	A. Signature ☐ Agent ☒ Addressee
	B. Received by (Print Name) <i>[Signature]</i> C. Date of Delivery
1. Article Addressed to: John Knierly, Administrator Illinois Health Facilities and Services Review Board 525 W Jefferson St, 2nd Floor Springfield, IL 62761	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2209 3957 22	3. Service Type: ☒ Certified Mail
	Reference Information 064628-594463 A. Cooper

S Form 3811, Facsimile, July 2015

Domestic Return Receipt



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, and pursuant to 77 Ill. Admin Code § 1110.290(a)(6) that DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") will complete all questionnaires and data required by the Illinois Health Facilities and Services Review Board or the Illinois Department of Public Health (IDPH) (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 60 days following the date of discontinuation.

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 15th day of March, 2023

A handwritten signature in black ink, appearing to read "Ana Lucia Fernandes".
Notary Public

Section II, Discontinuation**Criterion 1110.290(b), Reason for Discontinuation**

DaVita seeks authority from the State Board to discontinue its 12-station in-center hemodialysis center located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040. As of December 31, 2022, only 16 patients were dialyzing at Foxpoint Dialysis. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the low utilization and staffing issues, DaVita decided to discontinue Foxpoint Dialysis effective April 30, 2023.

As of February 15, 2023, HSA 11 had an excess of 27 dialysis stations. The discontinuation of Foxpoint Dialysis will reduce the station excess in HSA 11.

Section II, Discontinuation
Criterion 1110.290(c), Impact on Access

The discontinuation of Foxpoint Dialysis will not affect access to dialysis services in HSA 11. As of December 31, 2022, there were 17 dialysis centers in HSA 11 with average utilization of 53 percent, and only one dialysis center operated above the State Board's utilization standard. Accordingly, there is sufficient capacity in HSA 11 to accommodate the Foxpoint Dialysis patients.

Existing Foxpoint patients have been offered the opportunity to transition to home dialysis and have been given a list of all existing clinics in close proximity to Foxpoint.

Section II, Discontinuation

Criterion 1110.290(d), Notice to Other Providers

Attached at Attachment – 10D is the notice of discontinuation to all non-DaVita dialysis clinics within 15 miles of Foxpoint Dialysis.



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

March 27, 2023

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via Certified Mail

Facility Administrator
Fresenius Kidney Care Belleville
6525 West Main Street
Belleville, Illinois 62223

Re: Notice of Planned Closure of Foxpoint Dialysis

Dear Facility Administrator:

I am writing on behalf of DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") to inform you of the proposed discontinuation of Foxpoint Dialysis, a 12-station dialysis clinic located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all in-center hemodialysis centers located within 15 miles of Foxpoint Dialysis of the proposed discontinuation. You are receiving this letter because your in-center hemodialysis center is located within 15 miles of Foxpoint Dialysis.

Discontinuation will occur as soon as practicable after State Board approval but no sooner than April 30, 2023.

The number of patients treated at the Foxpoint Dialysis in the recent two years is provided in the table below.

Year	Stations	Patients	Treatments	Utilization	Target Utilization
2021	12	18	2,421	22%	80%
2022	12	17	1,986	18%	80%

With the discontinuation of Foxpoint Dialysis, we anticipate patients historically treated there will transfer to area DaVita dialysis clinics. This discontinuation should not adversely impact care for patients in the area or any other area dialysis providers.



Facility Administrator
March 27, 2023
Page 2

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper



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

March 27, 2023

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via Certified Mail

Facility Administrator
Fresenius Medical Care Regency Park
124 Regency Park Drive
O'Fallon, Illinois 62269

Re: Notice of Planned Closure of Foxpoint Dialysis

Dear Facility Administrator:

I am writing on behalf of DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") to inform you of the proposed discontinuation of Foxpoint Dialysis, a 12-station dialysis clinic located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all in-center hemodialysis centers located within 15 miles of Foxpoint Dialysis of the proposed discontinuation. You are receiving this letter because your in-center hemodialysis center is located within 15 miles of Foxpoint Dialysis.

Discontinuation will occur as soon as practicable after State Board approval but no sooner than April 30, 2023.

The number of patients treated at the Foxpoint Dialysis in the recent two years is provided in the table below.

Year	Stations	Patients	Treatments	Utilization	Target Utilization
2021	12	18	2,421	22%	80%
2022	12	17	1,986	18%	80%

With the discontinuation of Foxpoint Dialysis, we anticipate patients historically treated there will transfer to area DaVita dialysis clinics. This discontinuation should not adversely impact care for patients in the area or any other area dialysis providers.



Facility Administrator
March 27, 2023
Page 2

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Anne M. Cooper". The signature is written in a cursive, flowing style.

Anne M. Cooper



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819 1900

March 27, 2023

Via Certified Mail

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Facility Administrator
Fresenius Kidney Care Southwestern Illinois
7 Professional Drive
East Alton, Illinois 62002

Re: Notice of Planned Closure of Foxpoint Dialysis

Dear Facility Administrator:

I am writing on behalf of DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") to inform you of the proposed discontinuation of Foxpoint Dialysis, a 12-station dialysis clinic located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all in-center hemodialysis centers located within 15 miles of Foxpoint Dialysis of the proposed discontinuation. You are receiving this letter because your in-center hemodialysis center is located within 15 miles of Foxpoint Dialysis.

Discontinuation will occur as soon as practicable after State Board approval but no sooner than April 30, 2023.

The number of patients treated at the Foxpoint Dialysis in the recent two years is provided in the table below.

Year	Stations	Patients	Treatments	Utilization	Target Utilization
2021	12	18	2,421	22%	80%
2022	12	17	1,986	18%	80%

With the discontinuation of Foxpoint Dialysis, we anticipate patients historically treated there will transfer to area DaVita dialysis clinics. This discontinuation should not adversely impact care for patients in the area or any other area dialysis providers.



Facility Administrator
March 27, 2023
Page 2

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

U.S. Postal Service® CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
USPS® ARTICLE NUMBER	
9414 7266 9904 2209 3957 84	
Certified Mail Fee	\$ \$0.00
Return Receipt (Hardcopy)	\$ \$0.00
Return Receipt (Electronic)	\$ \$0.00
Certified Mail Restricted Delivery	\$ \$0.00
Postage	\$ \$0.00
Total Postage and Fees	\$ \$0.00
Sent to: Facility Administrator Fresenius Kidney Care Belleville 6525 West Main Street Belleville, IL 62223	
<u>Reference Information</u>	
064628-754923	

PS Form 3800, Facsimile, July 2015

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

USPS® ARTICLE NUMBER
9414 7266 9904 2209 3957 91

Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Delivery	\$	\$0.00
Postage	\$	
Total Postage and Fees	\$	

Sent to:
Facility Administrator
Fresenius Medical Care Regency Park
124 Regency Park Drive
O'Fallon, IL 62269

Reference Information
064628-754923

PS Form 3800, Facsimile, July 2015



U.S. Postal Service® CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
USPS® ARTICLE NUMBER	
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Return Receipt (Electronic)	\$ 0.00
Certified Mail Restricted Delivery	\$ 0.00
Postage	\$ 0.00
Total Postage and Fees	\$ 0.00
Sent to: Facility Administrator Fresenius Kidney Care Southwestern Illinois 7 Professional Drive East Alton, IL 62002	
<u>Reference Information</u> 064628-754923	

PS Form 3800, Facsimile, July 2015

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		FREEDPORT	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		HUNTLEY	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	
Stoncrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615	
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661	
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718	
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639	
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587	
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEWELL	IL	61554	14-2767	
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763	
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	14-2810	
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604	
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693	
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	14-2812	
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	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.

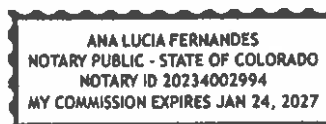
Additionally, pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. 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".

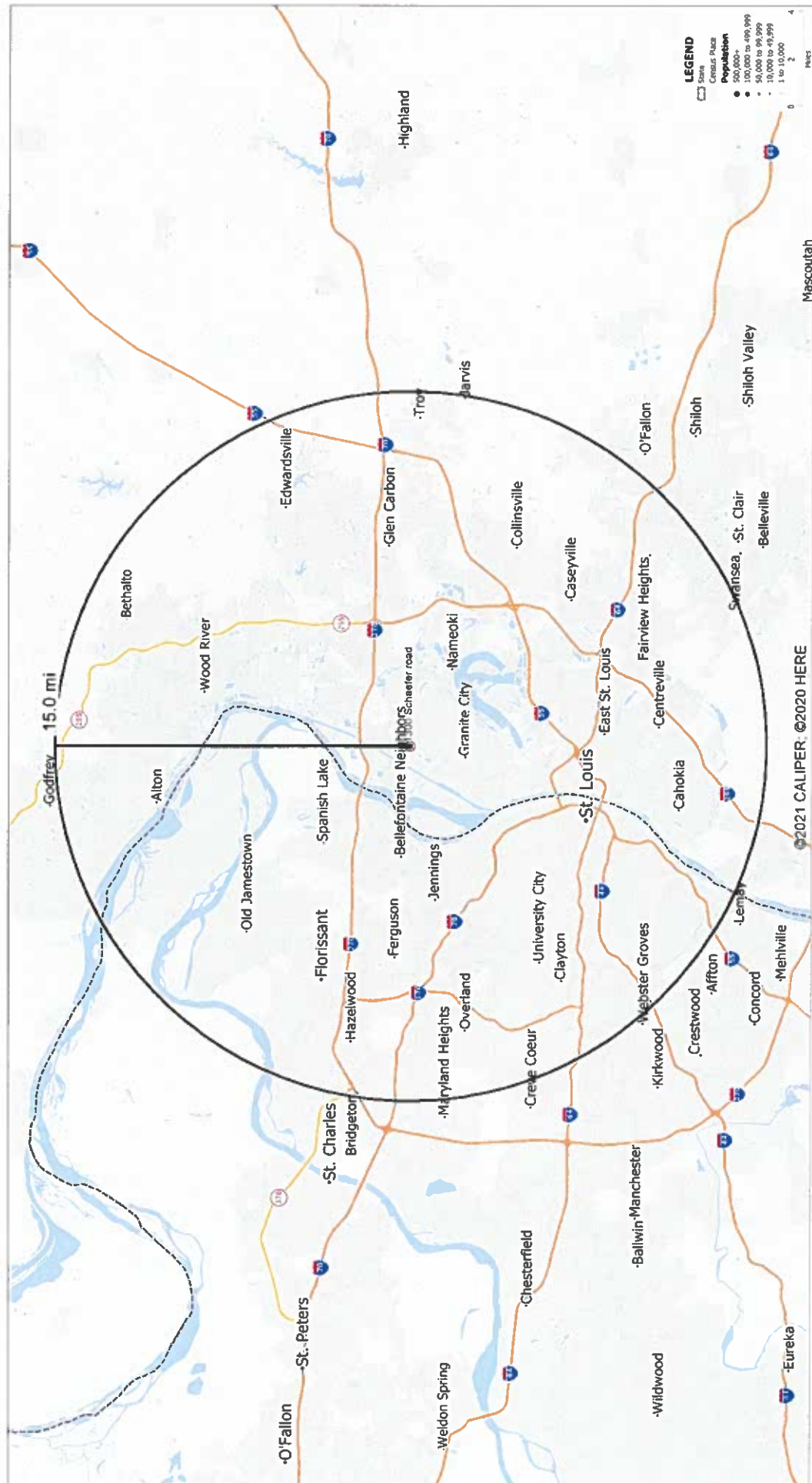
Print Name: Stephanie N. Berberich
Its: Assistant Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This 15th day of March, 2023

A handwritten signature in blue ink, appearing to read "Ana Lucia Fernandes".
Notary Public

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

1. DaVita seeks authority from the State Board to discontinue its 12-station in-center hemodialysis center located at 1300 Schaefer Road, Suite J, Granite City, Illinois 62040. As of December 31, 2022, only 16 patients dialyzed at Foxpoint Dialysis. This decrease is due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue Foxpoint Dialysis effective April 30, 2023.
2. A map of the geographic service area of Foxpoint Dialysis is attached at Attachment – 12. The geographic service area encompasses a 15-mile radius around the dialysis center. The boundaries of Foxpoint Dialysis' geographic service area are as follows:
 - North approximately 15 miles to Godfrey
 - Northwest approximately 2 miles to the Mississippi River
 - West approximately 3 miles to the Mississippi River
 - Southwest approximately 5 miles to the Mississippi River
 - South approximately 15 miles to Sugar Loaf
 - Southeast approximately 15 miles to Fairview Heights
 - East approximately 15 miles to Troy
 - Northeast approximately 15 miles to Edwardsville
3. As of December 31, 2022, only 16 patients dialyzed at Foxpoint Dialysis. This decrease is due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue Foxpoint Dialysis effective April 30, 2023.
4. Given the low utilization at Foxpoint Dialysis coupled with clinical staffing shortages, the discontinuation of Foxpoint Dialysis will allow DaVita to better allocate clinical staffing resources to other DaVita clinics without effecting patient care.
5. DaVita plans to transition existing Foxpoint Dialysis patients either to home modalities or to other in-center hemodialysis clinics and transfer current staff at Foxpoint Dialysis to other centers no later than April 30, 2023.



Section X, Safety Net Impact Statement

1. This criterion is required for all substantive and discontinuation projects. DaVita Inc. and its affiliates are safety net providers of dialysis services to residents of the State of Illinois. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and Kidney Smarting patients, and community outreach. A copy of DaVita's 2021 Community Care report, which details DaVita's commitment to quality, patient centric focus and community outreach is attached at Attachment – 37. As referenced in the report, DaVita led the industry in quality, with 96% of DaVita facilities scoring 3, 4, or 5 stars in CMS' Five Star Quality Rating System.

DaVita accepts and dialyzes Illinois patients with renal failure needing a regular course of hemodialysis without regard to race, color, national origin, gender, sexual orientation, age, religion, disability or payor source. Because of the life sustaining nature of dialysis, federal government guidelines define renal failure as a condition that qualifies an individual for Medicare benefits eligibility regardless of their age and subject to having met certain minimum eligibility requirements including having earned the necessary number of work credits. Indigent ESRD patients who are not eligible for Medicare and who are not covered by commercial insurance are typically eligible for Medicaid benefits. If there are gaps in coverage under these programs during coordination of benefits periods or prior to having qualified for program benefits, grants are available to these patients from both the American Kidney Foundation and the National Kidney Foundation. If none of these reimbursement mechanisms are available for a period of dialysis, financially needy patients who meet certain objective criteria for financial assistance and otherwise cooperate with DaVita to fulfill documentation requirements may qualify for assistance from DaVita in the form of free care.

A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

2. The discontinuation of Foxpoint Dialysis will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. All patients of Foxpoint Dialysis will either transition to home dialysis or transfer to other DaVita facilities.
3. The discontinuation of Foxpoint Dialysis will not impact will not impact the remaining safety net providers in the community. All patients of Foxpoint Dialysis will either transition to home dialysis or transfer to other DaVita facilities.
4. A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2020	2021	2022
Charity (# of patients)	106	75	65
Charity (cost in dollars)	\$2,635,936	\$1,247,774	\$1,151,514
MEDICAID			
	2020	2021	2022
Medicaid (# of patients)	258	231	280
Medicaid (revenue)	\$6,093,849	\$5,385,982	\$6,121,583

THE DAVITA® VISION FOR
GLOBAL CITIZENSHIP

Community Care 2021





Introduction

Our focus on corporate citizenship and environmental, social and governance (ESG) issues has long been a differentiator for DaVita. For more than 16 years, our Trilogy of Care—Caring for Our Patients, Caring for Each Other, and Caring for Our World—has been at the heart of who we are and what we do. As the COVID-19 pandemic continued in 2021, this trilogy was more important than ever.

Caring for Our Patients

DaVita is a comprehensive kidney care provider focused on transforming care delivery to improve quality of life for patients globally. We are one of the largest providers of kidney care services in the U.S. and have been a leader in clinical quality and innovation for more than 20 years. We work to help increase equitable access to care for patients at every stage and setting along their kidney health journey—from helping slow the progression of kidney disease to supporting transplantation, and from acute hospital care to dialysis at home.

Caring for Each Other

Our teammates are at the heart of the care for our patients. Therefore, supporting our teammates and delivering what matters most to them is critical. We use a holistic approach to invest in our teammates across six key pillars: financial health; physical and emotional health; job flexibility; growth; connection and belonging; and purpose.

Caring for Our World

We are committed to doing our part to support our local communities and to minimize our impact on our changing climate. Our science-based targets and 100% renewable energy goal are some of the ways we are bringing that commitment to life. Additionally, we want to give back to the communities where our teammates and patients live and work. Through our strategic giving focus areas, we have supported health equity initiatives through the American Diabetes Association as well as the National Kidney Foundation's THE BIG ASK: THE BIG GIVE® program to promote living kidney transplantation.

Unless otherwise indicated, data in this report is as of December 31, 2021.
View important information about our forward-looking statements here.

240K
patients

69K
teammates

3.1K
dialysis centers

11
countries

1
global
community

About This Report

As part of our commitment to corporate citizenship, in 2021, we announced a set of goals for 2025, organized around our key focus areas and inspired by our Trilogy of Care. We are continuing to build upon this ambitious foundation, to further our impact and increase our transparency in reporting our progress.

This report will cover our overall approach to ESG, governance, strategy, metrics and targets for how we measure our progress, including the Sustainability Accounting Standards Board (SASB) metrics and the Taskforce on Climate-Related Financial Disclosures (TCFD) framework.

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2025 Goals

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Our ESG Governance and Strategy

We strive to be a community first and a company second, which is underscored by our deep rooted commitment to our ESG practices. Our ESG focus areas include how we care for our patients; how we support our teammates to grow and thrive in a workplace where everyone feels like they belong; and how we engage with our local communities and promote environmental stewardship.

ESG Governance

The governance of ESG starts with the Board, and the responsibility permeates throughout the organization. The Nominating and Governance Committee of DaVita’s Board of Directors (the “Board”) oversees DaVita’s activities, policies and programs related to corporate environmental and social responsibility:

- Our management ESG Steering Committee regularly reports to the Nominating and Governance Committee and gives the full Board an ESG update on no less than an annual basis
- The management ESG Steering Committee provides guidance on strategy and disclosures for our ESG initiatives
- The committee is comprised of leaders from across the business who represent various perspectives and stakeholders, and its objective is to align ESG strategy across the Company

ESG Strategy

Based on feedback from key stakeholders and the SASB recommended metrics for health care service providers, we have identified our key ESG issues and focus areas:



Patient Care

- Quality of Care
- Patient Experience
- Patient Education
- Health Equity



Teammate Engagement

- Diversity & Belonging
- Teammate Development
- The DaVita Way



Environmental Stewardship

- Carbon Emissions Reduction
- Water & Waste Reduction



Healthy Communities

- Charitable Giving
- Volunteerism



Leading with Integrity & Accountability

- Compliance, Ethics & Governance
- Data Privacy
- Supply Chain

2021 HIGHLIGHTS

2025 ESG Goals

In 2021, we announced our goals in each of our five ESG focus areas for 2025, many of which are aspirational. The goals represent our ongoing commitment to meaningfully advancing corporate citizenship initiatives. In the process of setting these goals, we worked with key stakeholders across the company to determine objective metrics, leveraging external reporting frameworks, such as SASB, and science-based goals when possible. While we recognize that it may be difficult to achieve some of these aspirational goals during the timeframe, we believe there is value in striving for these goals. Please see below for a full update on our progress towards our ambitious goals.

Alignment with Science Based Targets Initiative

We have received verification from the Science Based Targets initiative (SBTi) that our climate targets are in line with the scale of reductions required to keep global warming from rising more than 1.5 degrees Celsius from pre-industrial levels.

2021 Highlights

 Patient Care	• ~217,000 COVID-19 vaccines and boosters administered to the dialysis community • ~15% of DaVita patients received convenient home dialysis treatments¹ • 7,500+ DaVita patients received a kidney transplant • 30,000+ people participated in a Kidney Smart® class, a record-setting year of engagement for our kidney disease education program
 Teammate Engagement²	• 84% of teammates are engaged based on our 2021 survey • 78% of U.S. teammates are women; 55% are people of color • 84% of teammates feel a sense of belonging within the DaVita community • 12,500+ teammates participated in a DaVita University professional development course
 Environmental Stewardship	• Our 2025 climate targets were approved by the Science Based Targets initiative • 100% of our U.S. operations are now powered by renewable energy via our virtual power purchase agreements • 750+ clinics received energy-efficient upgrades with LED lighting or building management systems
 Healthy Communities	• We launched a year-long pilot with the National Kidney Foundation's THE BIG ASK: THE BIG GIVE® platform to help improve health equity in transplantation • 37,000+ adults participated in Type 2 diabetes education through our support for the American Diabetes Association • \$15 million was deposited to HOPE Credit Union, which provides banking services and loans to underserved communities • More than \$910,000 was raised by Tour DaVita to benefit Bridge of Life, a nonprofit founded by DaVita with international programs supporting the prevention and treatment of chronic diseases
 Leading with Integrity & Accountability	• We are one of 8% of companies in the S&P 500 to have a woman serving as the independent Board Chair, and 100% of our Board committees were led by women or people of color³ • 99.7% of U.S. teammates and directors completed annual compliance training in 2021

1. As of December 31, 2021 2. Teammate Engagement section data applies to US teammates as of December 31, 2021 3. As of December 31, 2021

2021 HIGHLIGHTS

2021 ESG Initiatives: Patient Care

Patient Care

In 2021 and throughout the COVID-19 pandemic, DaVita continued its focus on delivering safe, high-quality care in an equitable way to all patients. We support patients across their entire kidney care journey, including: prevention, transition, treatment and transplant.

Quality of Care

DaVita remained a clinical leader in the government's two key performance programs, the Centers for Medicare & Medicaid Services' (CMS) Five-Star Quality Rating System and the Quality Incentive Program (QIP) in 2021. To learn more about the ways DaVita provides quality care, visit **DaVita Better Care** today.

Patient Experience

In addition to providing high-quality care, it is critical that patients feel cared about. One way to measure patient experience is through the Net Promoter Score (NPS), which measures a patient's likelihood to recommend DaVita to others. Our most recent NPS of 57 for our dialysis patients demonstrates the care and support our patients feel and how that translates to advocacy. We strive to maintain an NPS above 50, which indicates excellence across industries.¹

Integrated Kidney Care

Through DaVita® Integrated Kidney Care (DaVita IKC), patients receive comprehensive care that goes beyond kidney care to cover comorbidities and overall health, from the early stages of chronic kidney disease (CKD) to end stage kidney disease (ESKD). Learn more about **DaVita IKC**.

As of December 31, 2021, DaVita IKC provided integrated care and disease management services to approximately **16,000** patients in risk-based integrated care arrangements and to an additional **7,000** patients in other integrated care arrangements.



96%

of facilities scored 3, 4, or 5 stars in CMS's Five Star Quality Rating System.*

Home Dialysis

Dialyzing at home rather than in a dialysis clinic can be the optimal modality for many patients. In 2021, approximately 15% of our patients dialyzed at home.

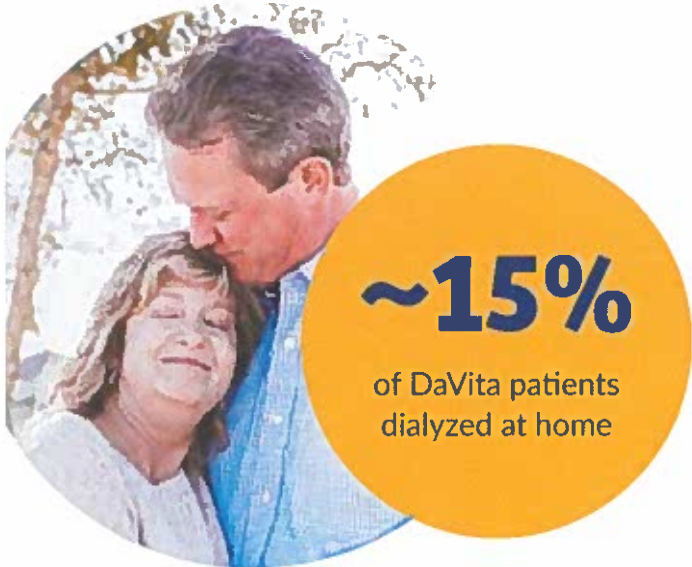
DaVita expanded its home dialysis care program to include new technologies to enhance patient and physician experience, which is another important step forward to enable more patients to choose to treat their kidney failure at home and stay at home for as long as clinically possible.²

Read more about the benefits of home dialysis.

* According to October 2020 data (for 2019 year) from the Centers for Medicare & Medicaid Services' Five-Star Quality Rating System.

1. <https://www.qualtrics.com/experience-management/customer/good-net-promoter-score/>

2. Statistics are as of December 31, 2021, and are for U.S.-based patients only. Modality selections and decisions related to a patient's care are always made by the attending physician and patient, and provided pursuant to a physician's order.



~15%

of DaVita patients dialyzed at home

2021 HIGHLIGHTS

Patient Education

Kidney Smart is a no-cost, comprehensive kidney education program offered online, over the phone, or in-person and open to anyone in the community. The program offers kidney health education and lifestyle recommendations to help at-risk individuals understand aspects of kidney disease and strategies to prevent progression of their kidney disease.

[Learn more.](#)

DaVita educated more than 30,000 new people in 2021 as part of our five-year goal to achieve 100,000 Kidney Smart participants.

Kidney Transplantation

DaVita and the National Kidney Foundation (NKF) launched an innovative, yearlong pilot aimed at improving health equity in kidney transplantation with a newly-developed program within NKF's THE BIG ASK: THE BIG GIVE® platform.

DaVita's transplant education and support programs include Transplant Smart, a multi-media kidney transplant-specific education program about the transplant process and what to expect. DaVita also acquired MedSleuth, a transplant software company, to help improve the transplant experience.

7,500+

DaVita patients
received a kidney
transplant
in 2021

Health Equity

We strive to support equity at every step of the kidney care journey. CKD disproportionately affects communities of color and the disparity continues as patients advance through ESKD, consistent across the kidney care community. We are proud that our patients largely achieve equitable outcomes across key clinical metrics, including hospitalizations and infections, among others. Our goal is to reduce or eliminate health disparities, including within Home and Transplant.

[Learn more.](#)



Closed the COVID-19 vaccination gap for our Hispanic patients and improved the vaccination gap for our Black patients from 30% to 5% lower than vaccination rates for our White patients from March 2021 to January 2022. Our efforts focused on eliminating access barriers and a dedicated campaign addressing higher hesitancy for underrepresented groups.



Acquired MedSleuth. Its software helps to remove barriers to access, provides strong care coordination and supports patients through the transplant journey.



Launched a local partnership pilot to deliver culturally tailored education at a community level.



2021 HIGHLIGHTS

2021 ESG Initiatives: Teammate Engagement

Teammate Engagement

To achieve our mission of being the Employer of Choice, we strive to:



Meet our teammates' basic needs to provide for themselves and their families. This means offering competitive compensation and benefits while also supporting teammates' physical and mental well-being and making work "work" for teammates.



Create an environment where teammates can thrive. This means creating opportunities for personal and career growth; it also means having relationships with managers and peers to help teammates feel like they belong.



Live our purpose: to give life.



Diversity & Belonging ("D&B")

To realize our vision of "a diverse Village where everyone feels like they belong," we take a collaborative, leader-led and teammate-driven approach to building our D&B program. Four pillars comprise our strategy: Diversity, Belonging, Economic Mobility and Health Equity. Below is how we bring these to life.

For more information, visit www.davitaiversityreport.com.

Diversity

We strive to have strong representation of women and people of color in our Village by meeting or exceeding EEO-1 benchmarks for all levels. As of Dec. 31, 2021:

Our overall teammate population in the U.S. is comprised of:	Leaders with profit and loss responsibility are:	Operational managers who lead our dialysis centers are:	Our board of directors is comprised of:
78% women and 55% people of color	54% women and 25% people of color	78% women and 36% people of color	44% women and 33% people of color

2021 HIGHLIGHTS

Diversity

With respect to Board leadership positions, as of December 31, 2021, we were one of 8% of companies in the S&P 500 to have a woman serving as the independent Board Chair, and 100% of our Board committees were led by women or people of color. To continue to strengthen representation, we:



Strive to have a diverse candidate slate and interview panel whenever possible for leadership (i.e., director or above) roles



Launched a new education series for managers on how to recognize and mitigate bias in hiring and performance review processes



Offer a wide range of development opportunities specific to women and people of color

Belonging

We aspire to create a sense of belonging for all teammates, patients, physicians and care partners regardless of gender, race/ethnicity or any other factor. Last year we:



Maintained our best ever scores on belonging with 84% of teammates saying they feel like they belong



Launched our second Week of Belonging, engaging 69,000 global teammates in activities and education designed to further enhance a feeling of belonging



Introduced teammate resource groups, starting first with groups for Black, Asian and Pacific Islander and working-parent teammates

Economic Mobility

We are committed to supporting teammates to increase their earnings potential through career development and educational opportunities. Last year, we:



Launched a new scholarship to support teammates of color to pursue their first undergraduate degree



Continued funding and academic support for teammates to get their nursing degree through our Bridge to Your Dreams program



Won a grant along with external higher education institutions to build out a seamless education-to-employment pathway for Colorado students

2021 HIGHLIGHTS

Teammate Development

Many people join our Village as one of our more than 19,000 patient care technicians (PCTs) or 16,000 registered nurses (RNs). To help ensure that teammates have the support needed to succeed in their current roles, and grow their careers, we have invested in an end-to-end career development platform. It offers programs and initiatives that provide financial, academic and social support to our clinical and operations teammates to help achieve their higher education and leadership goals.

Beginning with programs that cover certification fees for PCTs; to coaching and tuition programs that help guide PCTs to becoming RNs; to programs that help develop high potential nurses, clinical coordinators and clinic nurse managers into operational managers; and ultimately to programs that prepare and coach operational managers for potential regional operations roles; our goal is to make resources available to teammates at each step of a possible career path.

Clinical Ladders

In 2021, we launched our Clinical Ladders program, which sets clear competencies and milestones for teammates to achieve in each of the five clinical levels. This visibility empowers teammates to be in the driver's seat of their career and growth, providing the structure and transparency to grow their careers in our Village. Currently, one-third of our Village has fully adopted Clinical Ladders. We plan to bring Clinical Ladders to every PCT, licensed vocational nurse (LVN), licensed practical nurse (LPN), RN and Clinical Coordinator (CC) in the Village in 2022.

Career Development

We also provide opportunities for teammates to grow their skills by enrolling in one of our many career development programs. These programs are designed to grow PCTs to RNs, RNs to operational managers, and operational managers to operational directors. For example, since the program launched, we have had more than 900 teammates enrolled in our Bridge to Your Dreams program, which supports high-performing teammates in their dream to pursue an associate's degree in nursing and become a DaVita nurse.

Additionally, in 2021, DaVita invested \$4.4M in tuition reimbursement, impacting approximately 1,800 teammates.

~64%

of Facility Administrators and managers have been promoted internally, as of December 31, 2021

2021 HIGHLIGHTS

Personal and Professional Development

Through DaVita University (DVU), we offer personal and professional development programs for a variety of roles and teammate levels. All teammates have access to our proprietary suite of educational resources to explore various topics to further their learning and education. More than 12,500 teammates participated in personal and professional development in 2021, totaling 19,000+ DVU course completions.

The DaVita Way

The DaVita Way is the foundation of our culture. It means that we care for each other with the same intensity with which we care for our patients. We believe that by caring for each other we can improve health care, grow leaders and make a real difference in the communities we serve.

One of the ways we measure teammates' experience with our culture is through our teammate engagement survey. In 2021, our teammate engagement score was 84%, which is consistent with our 2025 goal.

Health and Wellness



In 2021, we doubled the number of We Are Well Award recipients. As part of this program, we invite our teammates to share their physical, emotional and financial wellbeing stories.



Teammates have free access to the Headspace application for digital meditation and mindfulness.



Project Reignite provides wellness activities for teammates relating to mindfulness, movement, nutrition and sleep.

Support for our Teammates and Their Families



Throughout the pandemic, provided a variety of support programs for teammates, including emergency financial support, PTO policy updates and mental well-being resources.



Bright Horizons Care Advantage Family Care programs include backup childcare, access to college coaching, and support for parents of children with special needs.



DaVita Village Network (DVN) provides teammates financial assistance during times of hardship.



Additional Support: milk-delivery service for nursing moms, and a financial gift or additional paid leave for eligible parents upon the birth or adoption of a child.

2021 HIGHLIGHTS



2021 ESG Initiatives: Environmental Stewardship

Commitment to 100% Renewable Energy

We reached a big milestone in 2021 when the Prospero II solar farm became operational, helping us achieve our 100% renewable energy goal for our U.S. locations. With this virtual power purchase agreement, our agreements to purchase energy from wind and solar farms now create as much clean energy annually as the amount of electricity we use in our U.S. operations.

Energy Reduction

DaVita continued its progress on reducing emissions by completing 1100+ energy efficiency projects in 2021. These projects included LED lighting retrofits and installing Building Management Systems (BMS) and HVAC and water heater upgrades.

Energy Efficiency Project Highlights

2,200+

centers with LED lighting to date,
with 630 centers completed in 2021

2,300+

centers with BMS to date, with
143 centers completed in 2021

Water Reduction

DaVita maintained its focus on water reductions throughout our operations, including through a water optimization and Top Water Users targeted reduction program. DaVita saved more than 85 million gallons of water in 2021.¹

1. Calculated based on gallons per treatment savings from clinics with water efficiency projects implemented

2021 HIGHLIGHTS

Task Force on Climate-Related Financial Disclosures (TCFD)

We have prepared an inaugural TCFD report to disclose our actions around climate governance, strategy, risk management, and metrics and targets in-line with the recommendations of the TCFD.

TCFD Executive Summary

DaVita recognizes our responsibility to be an active contributor to global climate efforts, including deep decarbonization and investments in the resiliency of our facilities and communities. We have prepared this TCFD report as part of a company-wide initiative to proactively assess, identify and manage climate-related risks and identify and pursue opportunities to improve operational resiliency.

Governance	The Nominating and Governance Committee of DaVita's Board of Directors (the "Board") is responsible for oversight of ESG, including climate-related activities. The Board receives reports at least annually on the company's ESG strategy activities. In addition, the Audit Committee of the Board reviews significant risk areas for DaVita, which may include climate-related risks to the extent material. Within management, the ESG Steering Committee oversees all climate-related activities underway within the Energy and Sustainability Department. DaVita's Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks.						
Strategy	DaVita believes it is well positioned to manage through the energy transition necessary to meet global climate goals given that it has adopted approved science-based targets for its Scope 1, 2, and 3 Greenhouse Gas (GHG) emissions. Our emissions targets are in line with global commitments that are intended to help the world limit global warming to 1.5 degrees Celsius or less. Through a third party analysis, DaVita has identified important risks for management based on a portfolio risk assessment of our more than 2,800 U.S. and 300 international outpatient dialysis centers (as of 12/31/21) and key supply chain partners: <table> <tr> <th>Time Horizon</th><th>Most Important Physical Risks for Active Management</th></tr> <tr> <td>Short Term (0-2 years)</td><td>Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues</td></tr> <tr> <td>Medium (2-10) and Long Term (10-30 years)</td><td>Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves</td></tr> </table>	Time Horizon	Most Important Physical Risks for Active Management	Short Term (0-2 years)	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues	Medium (2-10) and Long Term (10-30 years)	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves
Time Horizon	Most Important Physical Risks for Active Management						
Short Term (0-2 years)	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues						
Medium (2-10) and Long Term (10-30 years)	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves						
Management	DaVita has been proactively managing and measuring GHG emissions for several years, and has management strategies and plans in place to help achieve our emissions reduction targets. Similarly, several years ago EM identified climate-related factors as emerging risks for management to monitor. EM works proactively on issues in the context of climate change, including mitigation of the impact of future emergencies such as water shortages, power outages, and high water events that may be increased in severity by climate change. DaVita uses findings of its climate-related risk assessments to help support active management of climate-related risks. For example, flooding from extreme rain, coastal floods, and hurricanes represents a short-term potential risk. Accordingly we plan to explore flood resilient design options for treatment centers, as well as lower cost interventions such as backflow prevention devices, to determine the effectiveness of these and other strategies. Proactive and comprehensive flood risk management can help reduce missed treatments during severe weather events and help to support continued care for our patients.						
Metrics and Targets	DaVita tracks several climate-related metrics and targets, including approved science-based targets. More detail is available in the metrics and targets section of this report.						

See our SASB and TCFD data below for more information on our sustainability initiatives and data.

¹ <https://sciencebasedtargets.org/how-it-works>

2021 HIGHLIGHTS

2021 ESG Initiatives: Healthy Communities

DaVita Giving Foundation

DaVita launched a new foundation in support of our ESG goals. DaVita Giving Foundation is a national, impact driven foundation focused in the areas of health care, social determinants of health, and kidney disease. The Foundation's giving will reinforce and align with DaVita's Core Values and ESG goals, driving the company's mission of being the Provider, Partner and Employer of Choice.

DaVita Way of Giving

This charitable giving program directs donations to local nonprofits across the country, selected by our teammates. In 2021, DaVita Way of Giving made the following impact:

37,000+

adults were educated on how to thrive with Type 2 diabetes through the American Diabetes Association

75

students were supported in their post-secondary education efforts to become mental health professionals by The Quell Foundation

550+

children were supported with five years of evidence-based early literacy intervention through Reach Out and Read

Bridge of Life

Bridge of Life (BOL), an independent 501(c)(3) public charity founded by DaVita Inc., is an international nonprofit organization working to strengthen health care globally through sustainable programs that prevent and treat chronic disease. They strive to empower local staff, community health workers and patients through training and education to make sustainable changes to health care.

Tour DaVita, our annual fundraising event, raised more than \$910,000 in 2021 to support Bridge of Life® initiatives.

In 2021, Bridge of Life:

1. Improved dialysis treatment and care for more than **690** dialysis patients, including **19** children in Guatemala who received AV fistula surgeries resulting in a better quality of life.
2. Trained more than **100** community health workers in five countries to support, treat and educate more than **1,000** people identified with hypertension and/or diabetes.
3. Increased the capacity of more than **300** clinicians and community health workers through comprehensive virtual trainings on kidney care, renal nutrition and COVID-19 prevention.
4. Equipped organizations around the world with clinical supplies, dialysis equipment and personal protective equipment (PPE) to help improve health services and outcomes.

Minority Lending Initiative

In 2021, DaVita made a **\$15 million** Transformational Deposit (TD) into **HOPE Credit Union (HOPE)**, which provides banking services and loans to underserved communities. The investment will support home and small business ownership opportunities for thousands of residents historically lacking financial service access in the southeastern United States.

2021 HIGHLIGHTS

Through the TD Program, companies, organizations and individuals make very low-cost deposits in HOPE. HOPE, in turn, uses the deposits to advance small business and home ownership among people and communities of color and places facing economic distress. DaVita will donate the interest earned on the deposit back to HOPE to further support its impact lending.

Volunteerism

Through our work with the American Diabetes Association (ADA), DaVita dietitians volunteered to review kidney-friendly recipes to share with ADA's online community. Teammates also have supported efforts to bend the curve in the fight to stop diabetes and kidney disease through awareness, prevention and management activities.

2021 ESG Initiatives: Leading with Integrity and Accountability

Leading with Integrity and Accountability

We are committed to doing the right thing and conducting our business activities in compliance with our policies and applicable laws and regulations. DaVita's compliance program follows our commitment to uphold our Mission and Core Values every day, in everything we do.

One key component of our compliance program is training. All teammates, guest teammates, medical directors, joint venture partners, select vendors and other third parties, as required by contractual obligation, must complete DaVita's compliance training every year. This training is a critical part of the foundation of our compliance program.

Additionally, in 2021 we surveyed our teammates to gather insight on their perceptions of our compliance program, culture and climate at DaVita. The results from this survey are being used to inform our actions moving forward and how we continuously strive toward creating a culture of compliance.

[Learn more about our code of conduct and commitment to compliance.](#)

83,000+

hours of compliance
related trainings
completed by teammates
in 2021



External Recognition in 2021

DJSI: DaVita was recognized by the Dow Jones Sustainability World Index for its corporate responsibility initiatives and performance in regards to ESG practices. DaVita's score was in the top 5% in the Health Care Providers and Services category.

CDP: DaVita discloses its Climate Change and Water Security impact(s) through CDP, formerly known as the Carbon Disclosure Project, a global non-profit that runs the world's leading environmental disclosure platform. DaVita's climate change score of "B" is above average for the health care services industry and for all sectors.

Black EOE Journal: The Black EOE Journal (BEOEJ) included DaVita in their list of 2021 Top Diversity Employers. BEOEJ is one of the nation's fastest-growing magazines, promoting the advancement of African Americans in all aspects of business and employment to ensure equal opportunity.

MLT Black Equity at Work Certification: Management Leadership for Tomorrow's (MLT) Black Equity at Work Certification provides the roadmap and the recognition necessary to enable and encourage employers across America to pursue Black equity with the same rigor and results orientation as their pursuit of earnings and other key priorities. DaVita achieved "Plan Approved" status in 2021, becoming eligible to receive certification in late 2022.

HRC Corporate Equality Index: The Human Rights Campaign Foundation's Corporate Equality Index is the national benchmarking tool on corporate policies, practices and benefits pertinent to lesbian, gay, bisexual, transgender and queer employees. DaVita scored 85/100 points, acknowledging practices and policies to support belonging for LGBTQ teammates.

Healthiest Workplaces in America: DaVita was awarded the Healthiest 100 Workplaces in America award for the 2021 nomination period, signaling our commitment to employee health and wellbeing.

PROGRESS TOWARD OUR 2025 GOALS

Our Performance

Progress Toward our 2025 Goals

Category	2025 Goal	2021 Progress
 Patient Care Provide industry-leading care so that our patients can live their best lives	Lead the industry in external quality ratings	96% of DaVita facilities were rated a 3-, 4-, or 5-Star clinic ¹
	25% of patients choose to dialyze at home ²	~15% of patients are dialyzing at home as of December 31, 2021
	Achieve greater health equity for our patients	Meaningfully narrowed the COVID-19 vaccination gap; invested in understanding and reducing other disparities
	Patient Net Promoter score (NPS) of 50 or higher	NPS score of 57 from dialysis patients
	Educate more than 100,000 patients in a Kidney Smart class	30,000+ people attended a Kidney Smart class in 2021
1. According to October 2020 data (for 2019 year), the most currently available data, from the Centers for Medicare & Medicaid Services' Five-Star Quality Rating System. 2. Modality selections and decisions related to a patient's care are always made by the attending nephrologist and patient, and provided pursuant to a physician's order.		
 Teammate Engagement Be recognized as a best-in-class employer of choice	Teammate engagement score of 84% or higher	Our 2021 teammate engagement score was 84%
	Sustain equal pay for equal work	We continue to implement our policies and practices for assessing teammate performance and pay, and benchmarking appropriate compensation
	Meet or exceed EEO-1 benchmarks for all levels	We meet or exceed 64% of EEO-1 benchmarks ¹
1. Data is aggregated and reported out to align with our organizational structure, where we create differentiation between managers and directors. We hold each of those populations to the same EEO-1 benchmark standard.		

PROGRESS TOWARD OUR 2025 GOALS

Category	2025 Goal	2021 Progress
 Teammate Engagement Be recognized as a best-in-class employer of choice	Provide learning and development programs to more than 95% of teammates each year	More than 95% of teammates attended a learning and development program through our online suite of courses
	Increase participation to 50% of teammates participating in health and well-being programming ²	Approximately 20% of teammates participated in a health and well-being program in 2021
	Maintain focus and leadership on belonging	Our 2021 Belonging score was 84%, based on our 2021 teammate survey. Week of Belonging was held in November 2021
2. Goal adjusted from "double" to "increase" due to changes in how vendor data is reported. Our goal of 50% of teammates participating remains the same. Note: Data from Teammate Engagement section above includes U.S. teammates only		
 Environmental Stewardship Reduce our carbon footprint in alignment with Science-Based Targets	100% powered by renewable energy globally ¹	54% powered by renewable energy globally for the full 2021 year. As of June 2021, the U.S. is 100% powered by renewable energy.
	Reduce carbon emissions by 50% ²	45% reduction of scope 1 and 2 emissions, as of December 31, 2021
	Save 240 million gallons of water	More than 85 million gallons of water saved in 2021 ³
	Implement recycling at 100% of U.S. facilities ⁴	Recycling is implemented at more than 46% of our U.S. facilities ⁵
	Vendors representing 70% of supply chain emissions set climate change goals	Vendors representing 2.3% of our scope 3 emissions have set a science-based targets
	Teammates to complete 70,000 Green Actions	5,000+ Green Actions were completed in 2021 ⁶
1. Via on-site renewable energy and/or virtual Power Purchase Agreements 2. As compared to 2018 baseline 3. Calculated based on gallons per treatment savings from clinics with water efficiency projects implemented 4. Where local recycling is available and permitted at our premises 5. Includes domestic kidney care centers with confirmed recycling services 6. A Green Action is complete when any global teammate does something to improve the environment, reduce environmental impact, and/or learn something new or educate others about sustainability. 1 volunteer hour equates to 1 Green Action.		

PROGRESS TOWARD OUR 2025 GOALS

Category	2025 Goal	2021 Progress
 Healthy Communities Spread ripples of citizen leadership throughout our local communities	125,000 hours of volunteerism	8,900+ volunteer hours were completed in 2021
	Enhance our impact through strategic giving focus areas	DaVita Giving Foundation established to support strategic giving. The Foundation is a national, impact driven foundation focused in the areas of health care, social determinants of health and kidney disease.
 Leading with Integrity and Accountability Do the right thing by operating from a foundation of compliance and ethics	Ensure that compliance remains an enterprise priority by maintaining a strong culture of compliance ¹	We obtained external input to help ensure that our compliance program continues to evolve consistently with industry best practices, and conducted an enterprise-wide survey of our teammates about our culture of compliance. We continued robust communications, using more than 32 communications channels to reach our teammates regularly.
	Continue to ensure that TMs and directors complete compliance training and review code of conduct annually.	99.7 % of teammates and directors completed annual compliance training in 2021. 99.7% of teammates reviewed the code of conduct at least annually.
	Continue to ensure that new TMs complete compliance training and review code of conduct within 60 days of hire.	98.8% of new teammates completed compliance training within 60 days of hire. 99.0% of new teammates reviewed the code of conduct within 60 days of hire.
	Continue to ensure that all medical directors and joint venture partners receive annual compliance training.	96% of medical directors and joint venture partners completed annual compliance training.
1. New addition to 2025 goal list		

The Sustainable Development Goals (SDGs) are a call for action by all countries to promote prosperity while protecting the planet. In 2015, all United Nations Member States adopted 17 goals as part of the 2030 Agenda for Sustainable Development, which sets out a 15-year plan to achieve the SDGs. As a global citizen, DaVita is committed to helping reach these goals. Our 2025 goals align with several of the SDGs, including Goal 3: Good Health and Well-Being, Goal 8: Decent Work and Economic Growth and Goal 13: Climate Action.

ESG Data Tables—SASB Metrics and TCFD Report

SASB Health Care Activity Metrics

DaVita (NYSE: DVA) is a comprehensive kidney care provider focused on transforming care to improve the quality of life for patients globally. The company is one of the largest providers of kidney care services in the U.S. and has been a leader in clinical quality and innovation for more than 20 years. DaVita is working to help increase equitable access to care for patients at every stage and setting along their kidney health journey—from slowing progression of kidney disease to streamlining the transplant process, from acute hospital care to dialysis at home. As of December 31, 2021, DaVita served approximately 203,100 patients at 2,815 outpatient dialysis centers in the U.S. The company operated an additional 339 outpatient dialysis centers in ten countries worldwide. DaVita has reduced hospitalizations, improved mortality and worked collaboratively to propel the kidney care community to adopt an equitable, high-quality standard of care for all patients, everywhere. To learn more, visit [DaVita.com/About](https://www.davita.com/about).

About This Report

In addition to providing wide-ranging disclosure on our website regarding our approach to environmental, social and governance factors, we are providing the following disclosures, which are aligned with the SASB Health Care Delivery industry standard.

Unless otherwise indicated, the data included in this report is presented as of December 31, 2021 and refers to our U.S. operations. We undertake no obligation to update this information. More data can be found at [davitacommunitycare.com](https://www.davitacommunitycare.com).

Caring for Our Patients

Quality of Care and Patient Satisfaction	2021 Data	SASB Code
Average Hospital Value-Based Purchasing Total Performance Score and domain score, across all facilities	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.1
Number of Serious Reportable Events (SREs) as defined by the National Quality Forum (NQF)	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.2
Hospital-Acquired Condition (HAC) Score per hospital	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.3
Excess readmission ration per hospital	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.4
Magnitude of readmissions payment adjustment as part of the Hospital Readmissions Reduction Program (HRRP)	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.5

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

DaVita remained a clinical leader in the government's two key performance programs, the Centers for Medicare & Medicaid Services' (CMS) Five-Star Quality Rating System and the Quality Incentive Program (QIP) in 2021.

Five-Star Quality Rating System: The Five-Star Quality Rating System is a mechanism created by CMS to give consumers access to clinical quality information and to help them make informed and educated decisions about where to receive dialysis care. These ratings are made up of two scores: the Quality of Patient Care Star Rating and the Patient Experience Rating.

Quality of Patient Care Star Rating: DaVita remains a clinical leader in quality of patient care.* To learn more about the CMS' Five-Star Quality Rating System, refer to these [frequently asked questions](#).

Patient Experience Rating: The Patient Experience Rating reflects patient experience scores from the CMS In-Center Hemodialysis Consumer Assessment of Healthcare Providers and Systems survey. The optional survey is given twice a year to eligible dialysis patients (patients who received in-center hemodialysis at the center for at least 3 consecutive months, are at least 18 years old, and are not living in a skilled nursing facility or other long-term facility such as a jail or prison). For a center to receive a Patient Experience Rating, at least 30 patients had to complete the survey over the course of the year. Only about half of the centers across the industry met the eligibility requirements to receive this rating.

96% of DaVita facilities scored 3, 4 or 5 stars in CMS's Five Star Quality Rating System.*

Quality Incentive Program: QIP is a pay-for-performance rating system also developed by CMS to encourage dialysis centers to meet or exceed certain performance standards. Centers that do not meet these standards are penalized between 0.5 percent and 2 percent on their Medicare reimbursement. DaVita centers outperform the industry in the top clinical performance tier.

We are an industry leader in the Quality Incentive Program (QIP), which promotes high quality services in outpatient dialysis facilities treating patients with ESRD.

To learn more about the ways DaVita provides quality care visit [DaVita Better Care](#) today.

* According to October 2020 data (for 2019 year), the most recent available data, from the Centers for Medicare & Medicaid Services' Five-Star Quality Rating System.

Access for Low Income Patients	2021 Data	SASB Code
Discussion of strategy to manage the mix of patient insurance status	See description below	HC-DY-240a.1
Amount of Medicare Disproportionate Share Hospital (DSH) adjustment payments received	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-240a.2

DaVita aims to empower patients to make the insurance choice patients deem to be right for themselves by providing objective and fact-based education on available insurance options. While DaVita teammates do not make insurance recommendations to patients, DaVita social workers and insurance educators do provide patients with information, tools and resources to enable patients to conduct their own research and make well-informed insurance decisions.

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

Providing care for uninsured patients: Each year, thousands of individuals without health insurance receive dialysis care from DaVita. As a DaVita patient, these individuals receive in-depth information from DaVita social workers and insurance educators regarding all potentially available insurance options. Over 75% of these patients are able to subsequently secure health insurance coverage during their course of treatment at DaVita.

Providing charity/indigent care programs: Using consistent and well-established patient financial criteria, DaVita provides low-cost or no-cost care to patients who are unable to afford copays, coinsurance, or other insurance cost-sharing elements. Through DaVita's "Patient Financial Evaluation" program, DaVita establishes affordable and consistent payment plans for patients.

Helping connect patients with government and non-profit resources: DaVita social workers and insurance educators help educate and connect patients with local, state, and national programs aimed at providing insurance education and support. These include organizations such as State Health Insurance Assistance Programs, the Social Security Administration, state Medicaid programs, insurance marketplaces, and charitable organizations. By doing so, patients are empowered to perform their own research into insurance plans and support programs that patients determine best meet their individual needs and preferences.

Educating patients on available insurance options: Depending on individual patient circumstances, patients may gain or lose eligibility for certain forms of insurance while receiving care at DaVita. For instance, most patients who do not already have Medicare become eligible for Medicare as dialysis patients. At times, patients may lose access to Medicaid or employment-based commercial insurance coverage. DaVita social workers and insurance educators follow consistent processes to ensure patients who gain or lose access to insurance during their course of treatment at DaVita receive timely information on available insurance options and actions to take if patients choose to enroll in new insurance.

Patient Privacy & Electronic Health Records	2021 Data	SASB Code
Percentage of patient records that are Electronic Health Records that meet "meaningful use" requirements	Not applicable for our dialysis services	HC-DY-230a.1
Description of policies and practices to secure customers' protected health information (PHI) records and other personally identifiable information (PII)	DaVita has an overarching principles-based (see next section below) global enterprise privacy policy that governs DaVita's collection, use, and sharing of employee, customer, and patient PII and PHI. DaVita also has privacy policies and procedures in place that flow from the enterprise privacy policy. These policies and procedures inform employees and contractors how to access, manage, and secure PII and PHI in compliance with DaVita's standards and applicable laws. See below for more information	HC-DY-230a.2
1) Number of data breaches, (2) percentage involving (a) personally identifiable information (PII) only and (b) protected health information (PHI), (3) number of customers affected in each category, (a) PII only and (b) PHI	DaVita reports information regarding privacy or cybersecurity incidents to individuals and to state, federal and international data protection regulators as required by applicable laws	HC-DY-230a.3
Total amount of monetary losses as a result of legal proceedings associated with data security and privacy	DaVita reports information regarding privacy or cybersecurity incidents to state, federal, and international data protection regulators as required by applicable laws.	HC-DY-230a.4

DaVita Privacy Principles

This Enterprise Privacy Policy sets the minimum standards for the handling of Personal Information (as defined therein) under DaVita's custody or control. DaVita has adopted the following privacy principles that guide our policies, procedures and practices:

Accountability: We define, document, communicate, and assign responsibility for our privacy and data protection policies and procedures. We provide regular training and education for our employees on relevant state and federal regulations including, but not limited to, HIPAA, GDPR, and CCPA.

Notice: We provide notice regarding our privacy practices and we identify the purposes for which Personal Information is collected, used, retained and disclosed.

Choice and Consent: We provide individuals with the opportunity to reasonably determine whether and how we use Personal Information, and with whom it can be disclosed. We describe the choices available to the individual, and where appropriate, we obtain implicit or explicit consent with respect to the collection, use and disclosure of Personal Information.

Collection, Use & Disclosure: We limit the collection, use and disclosure of Personal Information to that which is relevant for the purpose(s) provided.

Data Retention and Disposal: We retain Personal Information in accordance with DaVita's Records Retention Policy and Schedule. Personal Information is thereafter appropriately disposed of in accordance with our secure disposal procedures.

Access & Correction: We provide individuals with access to Personal Information about them for review, correction, or deletion, if inaccurate.

Transfer & Disclosure to Third Parties: We apply the Privacy Principles wherever Personal Information is transferred to, including across national borders, to third parties who support our business, and to partners with whom we do business.

Security for Privacy: We protect Personal Information against loss, misuse, or unauthorized access, use, disclosure, alteration, or destruction by using reasonable and appropriate technical, physical and administrative safeguards.

Data Integrity: We strive to ensure that Personal Information is accurate, complete and relevant for the purpose for which it is to be used.

Monitoring and Enforcement: We monitor, test, and remediate evidence of non-compliance with our privacy policies and procedures, and we follow documented procedures to address privacy- and security-related incidents, complaints and disputes.

Additional Privacy & Data Security Information

Information Security Policies and Systems Audit: External independent audits are conducted at least once every two years.

Governance: One of the primary responsibilities of the **Audit Committee** is to oversee our policies and programs with respect to enterprise risk assessment and enterprise risk management, including the risks related to privacy and data security (including, for the avoidance of doubt, cybersecurity). Other cross-functional internal groups and committees assist and oversee in the governance of privacy and security practices at DaVita, such as DaVita's Enterprise Governance Committee (EGC), which is a cross-departmental forum that includes the Privacy, Information Security, Information Governance, and Enterprise Risk (Audit) functions. The EGC is focused on enterprise policies and governance, that helps manage risk by cascading new policies, among other things.

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

Training: All teammates (employees), including contractors, receive annual training on data security and privacy-related risks and procedures. All teammates are required to take an annual training on HIPAA best practices that tests their knowledge on safeguarding PHI in addition to other important aspects of the HIPAA Privacy and Security Rules. In addition, some teammates are required to participate in further trainings that cover general privacy awareness and principles. Training is mandatory for all new hires, and for teammates thereafter on an annual basis. Training completion is monitored and tracked for each teammate, and appropriate corrective action is taken if not completed.

Management of Controlled Substances	2021 Data	SASB Code
Description of policies and practices to manage the number of prescriptions issued for controlled substances	Not applicable – DaVita does not have controlled substances	HC-DY-260a.1
Percentage of controlled substance prescriptions written for which a prescription drug monitoring program (PDMP) database was queried	Not applicable – DaVita does not have controlled substances	HC-DY-260a.2
Pricing & Billing Transparency	2021 Data	SASB Code
Description of policies or initiatives to ensure that patients are adequately informed about price before undergoing a procedure	Billing and Insurance FAQs	HC-DY-270a.1
Discussion of how pricing information for services is made publicly available	Billing and Insurance FAQs	HC-DY-270a.2
Number of the entity's 25 most common services for which pricing information is publicly available, percentage of total services performed (by volume) that these represent	Not applicable	HC-DY-270a.3
Fraud & Unnecessary Procedures	2021 Data	SASB Code
Total amount of monetary losses as a result of legal proceedings associated with Medicare and Medicaid Fraud under the False Claims Act	DaVita discloses all material settlements in its periodic and/or current reports, as applicable, which are required to be filed with the U.S. Securities and Exchange Commission under applicable rules and regulations. For the reporting period, DaVita did not incur material monetary losses as a result of legal proceedings associated with Medicare and Medicaid Fraud under the False Claims Act.	HC-DY-510a.1

Caring for Each Other

Employee Health and Safety	2021 Data		SASB Code
(1) Total recordable incident rate (TRIR) and (2) days away, restricted, or transferred (DART) rate	DaVita is not publicly reporting this information at this time		HC-DY-0320a.1
Employee Health and Safety	2020 Data	2021 Data	SASB Code
(1) Voluntary and (2) involuntary turnover rate for: (a) physicians, (b) non-physician health care practitioners, and (c.) all other employees	DaVita is not publicly reporting this information at this time		HC-DY-330a.1
Description of talent recruitment and retention efforts for health care practitioners	See our 10-K Human Capital Management section and our Community Care site “Caring for Each Other” page for more information, and metrics below.	See our 10-K Human Capital Management section and the Teammate Engagement section above and metrics below.	HC-DY-330a.2
Employee engagement scores	86% data coverage: 73% of U.S. teammates	84% data coverage: 71% of U.S. teammates	
Number of teammates who participated in a DaVita University development program	11,916	12,663	
Average training hours per employee	16.7 hours	24.7 hours	
Number of new employee hires	13,800	17,900	
Diversity and Belonging	2021 Data		SASB Code
EEO-1 Report	Link		

Learn more information about our commitment to Diversity and Belonging [here](#).

Teammate Benefits and Wellness Programs

To help our teammates reach their full potential, we offer a total rewards package. More than just pay, our comprehensive compensation package connects teammates to robust health care coverage, resources for retirement planning and savings, opportunities for career development, and well-being resources for every stage of life.

To support our teammates in maintaining strong physical and mental health, we offer a variety of physical and mental health benefits programs, including, among other things:

- **Teammate Assistance Program** that offers counseling sessions annually to all teammates and their household members, along with work/life resources and tools that include telephonic or face-to-face legal consultation and expert financial planning/consultation and referrals on everyday issues such as dependent care, auto repair, pet care and home improvement.
- Free access to **Headspace** application for digital meditation and mindfulness.
- **Vitality Points**, a voluntary wellness incentive program that allows participating teammates and spouses/domestic partners to earn credits toward their medical premium for getting a biometric screening and engaging in healthy actions should they not meet certain health targets.
- **Short & Long term disability** for full time and part time teammates and Life/AD&D coverage at both the basic and supplemental levels.
- Our **DaVita Village Network**, which provides teammate-funded financial support to eligible teammates experiencing a specific tragedy or hardship and helps cover additional costs that local fundraising and insurance do not fully cover.
- Dependent upon position and at the discretion of the supervisor, we may offer flexible work schedules and telecommuting options among others.

To support our teammates and their families, we also offer a variety of other benefits, including:



Family support programs that include family care programs for back-up child and elder care through our partnership with Bright Horizons. Teammates can use one of our contracted network providers and are offered 10 days of back-up care, per family, in a calendar year. The back-up care program includes using Bright Horizons centers or having a caregiver come to a teammate's home. DaVita also offers ongoing care discounts of 10%-20% at selected providers.



Parental leave programs: In addition to FMLA, teammates can receive six weeks paid leave at 60% (up to \$1000 a week) or benefits eligible teammates can choose to receive a \$2,500 cash gift instead of taking leave. The leave can be taken intermittently in one week increments if the manager approves and teammates can choose to supplement PTO up to 100% of pay.



Additional family support programs include: access to educational and financial advising for teammates' children heading to college through College Coach, support for parents to assist them with a range of educational, developmental and social challenges, and Milk Stork, a milk-delivery service for nursing moms who travel for work.

Caring for Our World

Energy Management	2020 Data	2021 Data	SASB Code
Total Energy Consumed (MWh)	923,293	955,204 Data coverage: 72% of global operations	HC-DY-130a.1
MWh from non-renewable sources	783,091	623,118	
MWh from fuel	309,588	341,700	
MWh from purchased or acquired electricity	612,962	612,761	
Percentage of total energy from renewable sources	15%	35%	
Percentage grid electricity	66%	64%	
Waste Management	2020 Data	2021 Data	SASB Code
Total amount of medical waste	71,395,201 lbs.	68,897,371 lbs.	HC-DY-150a.1
% medical waste incinerated	4%	4%	
% medical waste recycled or treated	0%	0%	
% medical waste landfilled	96%	96%	
Total amount of hazardous pharmaceutical waste	397 lbs.	82 lbs.	HC-DY-150a.2
Total amount of non-hazardous pharmaceutical waste	5,363 lbs.	2,741 lbs.	
% pharmaceutical waste incinerated	100%	100%	
% pharmaceutical waste recycled/treated	0%	0%	
% pharmaceutical waste landfilled	0%	0%	
Total waste output*	110,052 short tons *Data coverage: 60% of U.S. operations	111,637 short tons *Data coverage: 74% of U.S. operations	
Water Management	2020 Data	2021 Data	SASB Code
Total water withdrawals (megaliters)	4,976,152,751 gal 22,622 megaliters	4,745,052,455 gal 17,960 megaliters	

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

Greenhouse Gas Emissions	2020 Data	2021 Data	SASB Code
Scope 1 emissions (metric tons of CO2 equivalents)	60,753	66,959	HC-DY-130a.1
Scope 2 emissions (metric tons of CO2 equivalents)	Location-based: 229,252 Market-based: 161,076	Location-based: 217,975 Market-based: 110,687	
Scope 3 emissions (metric tons of CO2 equivalents)	1,316,324	1,303,046	
Climate Change Impacts on Human Health & Infrastructure	2020-2021 Data		SASB Code
Description of policies and practices to address: (1) the physical risks due to an increased frequency and intensity of extreme weather events and (2) changes in the morbidity and mortality rates of illnesses and diseases, associated with climate change	See description below and our CDP response for more information.		HC-DY-450a.1
Percentage of health care facilities that comply with the Centers for Medicare and Medicaid Services (CMS) Emergency Preparedness Rules	100%*		HC-DY-450a.2

DaVita Emergency Management assists with emergency preparedness and emergency response for the enterprise. DaVita Emergency Management works with facilities and employees to develop and test emergency plans, and provide support, as needed, during an emergency event. DaVita Emergency Management works to ensure that DaVita's facilities and employees are prepared to operate in a number of situations and takes an all hazards approach. Maintaining continuity of care for the patients is vital.

Many of DaVita's services are essential, including dialysis, which is a life-sustaining treatment for patients experiencing ESKD. As such, DaVita works to mitigate risks that may cause a disruption or delay in this treatment. As the climate changes and community tensions and unrest become more prolific, DaVita Emergency Management will continue to work to improve DaVita's vulnerability and response to hazards.

DaVita Emergency Management's primary objectives include:

- Emergency planning by identifying and mitigating our vulnerability to hazards
- Preparedness through comprehensive policy and procedures, training, and tools
- Providing integrated and coordinated response to emergency and disaster situations maintaining continuity of care for our patients
- Long-term recovery of services by working to restore normalcy and addressing the needs of our teammates, patients and community

*Based on 2020 data

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

DaVita Emergency Management authors and manages policies and procedures around hazards that are environmental, technological, and human-made. These include events that may create a disruption in dialysis treatment services, such as severe weather, wildfires, civil unrest, public health emergencies, utility shutdowns, and community infrastructure failure.

DaVita Emergency Management utilizes an integrated response to events and carefully coordinates patient care when significant events occur. In addition to event response, DaVita Emergency Management works to test and train DaVita's care providers. This includes:

- Developing training programs that result in demonstrated knowledge of emergency procedures
- Implementing drills and exercises to test emergency plans. These are facility specific as well as multi-agency, multijurisdictional, and multidisciplinary exercises.

Description of Selected Policies and Internal Resources:

Facility Emergency Management Plan (EMP): This plan outlines the governing mechanisms required to establish and maintain a facility specific emergency management plan designed to manage the consequences of emergencies and disasters, including extreme weather events that may disrupt the facility's ability to provide care.

Facility Hazard Vulnerability Analysis Tool: This tool is a needs assessment that identifies any potential hazards that may affect the operation of the facility and surrounding community, including extreme weather events. The tool is reviewed and updated annually by a location's facility administrator.

Scenario Exercise Templates: These exercises assess the effectiveness of the facility EMP conducted as a full-scale exercise with local emergency management agency that is community-based. Exercise scenarios include extreme weather events.

Facility Emergency Preparedness Checklist: Step-by-step guide to help facilities align practices with the CMS Emergency Preparedness Rules. Includes an overview of available policies and resources for centers.

Facility Incident Management Tool: This tool is a compendium of role specific checklists for multiple hazards, including severe weather related events. It includes copies of various health and safety policies and procedures, emergency response flowcharts, and plans to address the treatment of patients in an emergency.

More details on our environmental disclosures can be found in our public [CDP response](#).

TCFD Report

About This Report

DaVita has prepared this report to disclose its actions around climate governance, strategy, risk management, and metrics and targets in line with the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD). This inaugural TCFD report includes results of DaVita's geographic risk screening exercise against physical and transition risks to our global outpatient dialysis centers and key suppliers. DaVita has approved science-based targets to ensure that our GHG emissions reductions targets are in line with global commitments to help the world's efforts to limit global warming to 1.5 degrees Celsius or less.

Governance

Disclose the organization's governance around climate-related risks and opportunities.

A. Describe the Board's oversight of climate-related risks and opportunities.

DaVita is committed to elevating the health and quality of life of patients around the world. Many of DaVita's services are essential, including dialysis, which is a life-sustaining treatment for patients experiencing End Stage Kidney Disease (ESKD). As such, DaVita works to mitigate risks that may cause a disruption or delay in this treatment. The Nominating and Governance Committee of the Board reviews and oversees DaVita's activities, policies and programs related to environmental sustainability and governance matters, including climate-related risks and opportunities. In addition, the Audit Committee of the Board reviews significant risk areas for DaVita, which may include climate-related risks to the extent material. The management Environmental, Social and Governance (ESG) Steering Committee regularly reports to the Nominating and Governance Committee and gives the full Board an ESG update at least annually. Management also reports on enterprise risks to the Audit Committee on a quarterly basis, and to the full Board annually. Management periodically updates the Audit Committee on the process for ESG-related public reporting, including reporting controls.

B. Describe management's role in assessing and managing climate-related risks and opportunities.

The management ESG Steering Committee provides guidance on strategies and disclosures for our ESG initiatives. The committee is comprised of leaders across the business to represent various perspectives and stakeholders, and aligns strategies across the company.

DaVita's energy and sustainability department oversees DaVita's environmental goals and the strategies and initiatives implemented in conjunction with many other teams, including Facilities, Biomedical, Construction and Design and others. This includes management of climate-related risks and opportunities. We have established two key performance indicators for 2025 that are verified science-based targets, in addition to a goal to be 100% powered by renewable energy, including through the use of virtual power purchase agreements. Progress against these targets, along with full accounting of Scope 1, 2, and 3 emissions, is reported within our ESG report and to the Carbon Disclosure Project (CDP) annually. Members of our energy and sustainability department prepare and provide project updates, goal progress measurement, and other relevant information to be reviewed by the Board. The Executive Sponsor of the ESG Steering Committee presents information gathered by the energy and sustainability department to the Board.

DaVita's Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks across DaVita's outpatient centers.

Strategy

Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning.

A. Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.

The DaVita management teams described above have identified several climate-related risks and opportunities for the company, including through the third party analysis and assessment described herein. Climate and weather-related physical stresses on facilities and infrastructure are growing as the world continues to exhibit the growing impact of climate change; if not properly managed, these stresses may impact DaVita's ability to consistently deliver quality patient care. Further, heat-related illnesses may impact DaVita's patients in the long term. Finally, we recognize the risk of social unrest and disruption as a potential impact of climate change that may affect business operations and work to develop emergency management plans for such events.

DaVita believes that the energy transition necessary to achieve global climate goals represents an opportunity for the business. We have set a goal to transition our facilities to 100% renewable energy by 2025 and already completed said transition for facilities located in the United States ("U.S.") in 2021. In 2021 DaVita U.S. reached its goal to be 100% powered by renewable energy. Through a virtual power purchase agreement, our agreements to purchase energy from wind and solar farms now create as much clean energy annually as the amount of electricity we use in our U.S. operations. DaVita aims to accomplish 100% renewable energy procurement at all facilities worldwide by 2025.

For the purposes of this TCFD assessment, DaVita defines the short term as the next 24 months; medium term as 2-10 years from now; and long-term as 10-30 years from now. Business planning horizons beyond 10 years are more challenging to forecast for DaVita given the difficulty of planning for unknown market, health, and regulatory environments. As such, we focused our first assessment of risks and opportunities on targeted geographic screening of assets and supply chain against physical and transition risks, knowing that the existing trajectory of physical climate impacts is largely locked in for the next 20-30 years regardless of global emissions scenarios.

Over the short term, DaVita's most important climate-related risks include, among others:

1. Acute physical risks: flood impacts from extreme rain, coastal flooding, and hurricanes may impact the operations of or access to our centers, the operations of our clinical laboratory or the operations of our central business offices. Wildfires and the resulting air quality issues may also impact our operations. The potential consequence associated with impacts from these risks is expected to grow over time.
2. Regulatory transition risks: almost half of our U.S. locations are located in a state or city with local GHG reduction or renewable energy goals; and over half of international locations are in countries with ambitious national GHG reduction targets. Therefore, our portfolio is highly exposed to existing and future GHG regulations, which we expect will increase costs on businesses without stated and effective GHG management programs.

In the medium and long term, DaVita's most important climate-related risks for active management include, among others:

1. Acute physical risks: as the effects of climate change continue to grow, DaVita's exposure to the acute physical risks described in the short term will expand across its locations. The cumulative impact of repetitive damage may start to influence patient behavior and demographics (through climate-related migration and other factors) and may impact our ability to deliver services effectively. The growing prevalence of extreme weather events will likely place additional strain on electric power grids and physical infrastructure, disrupting the delivery of

power, water, and sanitation to our locations. We expect that weather events such as hurricanes and wildfires will manifest in locations where risk to these hazards was historically low and there may not be sufficient capabilities or infrastructure to withstand the impact of such hazards.

2. Chronic physical risks: While we consider acute physical risks to be the “shocks” of anticipated extreme weather, chronic physical risks represent stressors to the system over time. In particular, extreme heat and sea level rise represent important chronic physical risks to DaVita. According to the National Institutes of Health, extreme heat may accelerate patient comorbidities due to the effects of heat stress, which may be a particular concern for dialysis patients. While DaVita’s locations are largely unexposed to coastal flood hazards today, expected sea level rise will change this picture in the future. Daily tidal flooding in coastal areas will likely reduce the ability for patients to reach DaVita locations, even in DaVita’s physical locations that are less exposed to this risk.

DaVita’s climate-related opportunities align with our long-standing commitment to our Trilogy of Care: caring for our patients, each other and the world, and represent an area of strength for the company. DaVita has identified two areas of climate-related opportunity, among others:

1. Emissions Reduction Activities: Reduce GHG emissions consistent with approved science-based targets; specifically, reducing 50% of operational emissions and ensuring that supply chain partners representing 70% of Scope 3 emissions set climate change goals by 2025. These commitments could help the world limit warming to 1.5 degrees Celsius.

2. Facility Resilience: Through ongoing evaluation of climate-related risks to our facilities, DaVita is positioned to improve continuity of care through better informed emergency and risk management and investments in resiliency. In the past year, DaVita has experienced impacts to our facilities primarily driven by extreme rain events, which overwhelm local stormwater systems and cause flooding within facilities. Using the results of the facility climate risk assessment, EM and DaVita will determine how best to align operational protocols and facility capital improvements in order to help mitigate identified vulnerabilities.

B. Describe the impact of climate-related risks and opportunities on the organization’s businesses, strategy, and financial planning.

To date, acute physical risks such as flooding from extreme rain have resulted in facility damage and business interruption costs for DaVita. When extreme rain events or hurricanes damage and flood our facilities, resulting facility downtime may impact the ability for patients to receive treatments. If there is limited ability to accommodate patients at other facilities or through home dialysis programs, the increased frequency of flood events could result in diminished health outcomes for patients and adverse financial impacts for DaVita. Based on current estimates, we do not expect the costs of potential facility damage and missed treatments resulting from flooding from extreme rain events and hurricanes to have a material adverse effect on DaVita’s business, financial condition, results of operation or cash flows over the next five years.

We see opportunities in addressing transition risks and reducing our global emissions footprint. GHG emissions reduction projects reduce the organization’s exposure to fluctuations in the costs and availability of fossil fuels. Further, there are opportunities to enhance our operational resiliency as we help to ensure that supply chain partners are managing their own risk exposure to help prevent future supply chain disruptions. These and other risks associated with delivery of essential medical supplies are considered in our procurement strategy: our procurement team evaluates a vendor’s ability to provide medical supplies in a range of situations with climate-related risks, including pandemics exacerbated by climate change and severe weather events. Our procurement team works closely with EM to help ensure that supplies are available for centers effected by severe weather events including flooding, fires, and severe storms.

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

We have evaluated climate-related impacts for key suppliers to determine where we may need to build additional redundancy in our supply chain going forward. The COVID-19 pandemic has caused unprecedented challenges to supply chains. While many global supply chain challenges can be linked to the COVID-19 pandemic, others result from acute or chronic physical impacts such as winter storms, extreme rain and flood events, and tornadoes, among other things. We are assessing ways to build redundancy in our supply chain to help prepare for extreme weather events. In addition, we are working towards having suppliers representing 70% of our scope 3 emissions have also set GHG emissions targets. This goal is part of our approved science-based target and represents an opportunity for DaVita and its suppliers to be market leaders and help ensure that our strategy is resilient against future regulations and evolving market expectations.

We believe that other identified potential financial impacts resulting from climate change are of lesser magnitude at this point in time, but include, among others:

- Increasing water costs due to water stress and drought; and
- Increased supplier costs due to carbon taxes such as the EU carbon border tax on incoming supplies.

Managing Climate Change Risk

Disclose how the organization identifies, assesses, and manages climate-related risks.

A. Describe the organization's processes for identifying and assessing climate-related risks.

DaVita engaged a third party to conduct a risk assessment of over 2,800 U.S. and 300 international outpatient dialysis centers and key supply chain partners. The third party assessed each DaVita asset against existing physical risks, including water stress, riverine/inland flooding, coastal flooding, and other extreme weather events such as heat and cold waves. The third party also analyzed all locations for regulatory transition risks related to GHG reduction commitments (including local net-zero targets) as well as carbon pricing regimes. Finally, DaVita evaluated the relative importance of the risk findings by assessing past consequences from various risks and forecasted the potential financial impacts of physical and transition risks on our enterprise.

A summary of our estimated short term exposure to physical risks is below, as a percentage of patient treatment centers exposed to each risk:

Risk	US sites exposed	Intl sites exposed
Tornadoes	33%	N/A (not in scope)
Heat Waves	18%	
Riverine and Inland Flooding	13%	3%
Coastal Floods and Hurricanes	9%	1%
Cold Waves	7%	N/A (not in scope)
Wildfires	2%	
Drought/Water Stress	1%	10%

While we believe that it is important for our facilities to be aware of their individual physical risk exposure and plan accordingly, we assign relative importance to each risk based on known past facility impacts, which is how we determined the most important potential risks for active management, detailed below.

Time Horizon	US sites exposed
Short Term	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues
Medium and Long Term	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves

In addition to the geographic risk screening, DaVita conducted a qualitative assessment of three climate scenarios based on the Intergovernmental Panel on Climate Change's (IPCC) Fifth Assessment Report:

1. (IPCC) Representative Concentration Pathway (RCP) 2.6: in this scenario, countries and organizations deliver on ambitious emissions reduction commitments to keep global warming well below 2 degrees Celsius by 2100. We believe that we are well-positioned for this scenario given our robust, science-based GHG reduction goals that are consistent with this global outcome. However, the physical risks that we face today will continue to increase even under the most ambitious IPCC scenario and we expect that we will need to continue to invest in risk mitigation measures for our outpatient facilities.
2. IPCC RCP 4.5: in this scenario, a transition to a lower-carbon economy is delayed and global warming is limited to between 2 and 3 degrees Celsius by 2100. DaVita's GHG targets position us as a "first mover" in this scenario. In this scenario, physical risks significantly increase over time for DaVita, with more locations becoming susceptible to the impacts of heat waves, cold waves, and hurricanes. We believe that we will need to increase resiliency investments in this scenario, particularly in flood prevention and the installation of backup power.
3. IPCC RCP 8.5: in this scenario, a "hot house world" is realized as countries and organizations continue the status quo; emission reduction targets are not realized and global warming reaches 4-5 degrees Celsius by 2100. According to the IPCC, this level of warming will have disastrous consequences for sea level rise and severely impact agricultural productivity, water availability, wildfires, and flooding. In this scenario, it is possible that we will need to consider human migration patterns and ultimately divest the riskiest assets that sustain repeated damage. In this high-emissions world, we expect that companies that have reduced their emissions will continue to reap reputational benefits from emissions reduction activities, even if those benefits are not matched by changes in the regulatory landscape. In this scenario, the physical risk consequences play out.

B. Describe the organization's processes for managing climate-related risks.

We believe that it is important to leverage existing programs and new strategies to manage our most important climate-related risks.

Transition risks: We believe that our existing emissions reduction strategies and approved science-based targets position us well to manage transition risks across our physical asset portfolio and our supplier base. We expect that our investments in renewable energy, building efficiency, and process improvements will help us achieve our targets, and our robust supplier engagement programs will help our partners establish and achieve their emissions reduction targets.

Physical risks: DaVita's Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks across DaVita's outpatient centers. These teams' deep engagement across our facilities has helped DaVita mitigate physical risks at treatment centers and provide continuity of care for years. BC considers climate-related vulnerabilities at each facility and has robust community partnerships in place with local

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

Emergency Operations Centers (EOCs) to prepare for acute and chronic physical risks. The BC Steering Committee, led by the BC team and comprised of senior leaders, including the GVP of Real Estate, Development and Facilities, reviews risk assessments and incorporates the findings into operational plans as appropriate.

We expect that our existing programs to mitigate climate-related risks will continue to evolve. Informed by our risk assessment, we are evaluating potential areas for engagement between 2022 and 2025. We believe that potential facility damage and disruption from flooding and other extreme weather events is one of DaVita's most important physical risks in the short term. We plan to explore the effectiveness of potential mitigation measures at facilities identified as having higher risk exposure from extreme weather. The primary goal of physical risk mitigation will be to reduce facility downtime and increase the resiliency of our treatment centers.

C. Describe how processes for identifying, assessing and managing climate-related risks are integrated into the organization's overall risk management.

A review conducted by the Centers for Disease Control and Prevention (CDC) in 2020 concluded that climate-related events such as loss of electricity and clean water, blocked roads, and mass evacuations could lead to the closure of dialysis centers and missed dialysis sessions. Studies cited by the CDC noted that missed or delayed dialysis sessions have been linked to increased hospitalizations and mortality for dialysis patients. As a result, climate-related risks are part of our broader risk management strategy.

BC is aligned with our Enterprise Risk Services (ERS) team on assessing supply chain risk and business continuity plans for various departments. Additionally, BC provides periodic updates to the Audit Committee of the Board on Business Continuity no less than once annually.

To help mitigate physical climate risks, BC assists with emergency preparedness and emergency response for the enterprise. We work with every facility to develop and test emergency plans and provide support as needed during a real event. We develop an integrated response to potential hazards and carefully coordinate patient care when significant events occur. In addition to event response, DaVita BC works to test and train DaVita's care providers. This includes: developing training programs that result in demonstrated knowledge of emergency procedures and implementing drills and exercises to test emergency plans. Risks related to climate and weather are identified and assessed before developing and stress testing these plans and procedures.

BC works proactively on issues in the context of climate change, working to mitigate the impact of potential future emergencies such as water shortages, power outages, and high water events that may be increased in severity by climate change. We also engage local emergency operations centers (EOC's) and public health agencies across the United States with the goal of creating a more resilient healthcare community and being proactive in identifying disasters risks across the U.S.

Leadership in BC and the ESG Steering Committee also coordinate with DaVita's Enterprise Risk Management (ERM) and management Disclosure Committee to incorporate ESG related issues, including climate change, into DaVita's broader ERM and corporate disclosure processes, respectively.

Metrics and Targets

Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities.

A. Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

DaVita produces an annual ESG report which details the climate-related metrics in use by the organization. DaVita finds the following metrics to be the most useful in driving meaningful organizational climate-related action:

Indicator	Metrics Tracked	2021 KPIs
GHG Emissions	Absolute Scope 1, 2, and 3 emissions	Detailed in (b) below
Transition Risks	Facilities in jurisdictions with carbon taxes proposed or in place, national or local GHG reduction targets, and jurisdictions with other GHG regulations in place.	• 38% of US locations in city or state with net-zero emissions target or 100% clean electricity target • 55% of international locations in countries with existing or expected GHG regulations
Physical Risks	• % of facilities exposed to: water stress, extreme weather, coastal flooding, and inland flooding (for international locations); drought, coastal flooding, inland flooding, hurricanes, tornadoes, cold waves, heat waves, and wildfires (US locations) • Most important risks to operations - which risks DaVita will actively manage.	Results summarized in “managing climate risk”
Remuneration	Climate-related factors that contribute to the Short Term Incentive pay structure for Named Executive Officers	DaVita's Named Executive Officers, Group Vice President of Real Estate, Development and Facilities, and Senior Director of Energy and Sustainability are incentivized financially, and through recognition, to meet or exceed certain environmental KPIs and targets. Depending on the executive, this can include the enterprise's 2025 environmental goals, progress towards our science-based targets, and/or various projects that target resource use and waste output reduction, for example.

ESG DATA TABLES—SASB METRICS AND TCFD REPORT

Indicator	Metrics Tracked	2021 KPIs
Climate-Related Opportunities	Percentage of renewable electricity across its operations in service of its 100% renewable 2025 goal. Reduce carbon emissions by 50% through initiatives such as: • Onsite renewable energy projects • Install electric vehicle charging stations at business offices • Pursue LEED certification for offices where possible	DaVita's U.S. locations are now powered by 100% renewable energy, through the use of virtual power purchase agreements, among other things. Energy Efficiency Project Highlights in 2021 • 615 clinics with LED upgrades • 128 clinics with Building Management Systems (BMS) • 15 clinics with both upgrades

B. Disclose Scope 1, Scope 2 and, if appropriate, Scope 3 greenhouse gas (GHG) emissions and the related risks.

Greenhouse Gas Emissions (metric tons of CO2 equivalents)	2020 Data	2021 Data	% Change
Scope 1 emissions	60,753	66,959	+10%
Scope 2 emissions	Location-based: 229,252 Market-based: 161,076	Location-based: 217, 975 Market-based: 110, 687	-5% -31%
Scope 3 emissions	1,316,324	1,303, 046	-1%
Scope 1+2: Emissions per treatment	0.009	0.008 mtCO2e/tx (LB) 0.005 mtCO2e/tx (MB)	-11% -44%

Discussion of the opportunities and risks associated with our GHG emissions is included in the Strategy and Management sections of this disclosure.

C. Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.

DaVita has approved science-based targets to help reduce organizational emissions 50% by 2025 and to help ensure that suppliers representing 70% of scope 3 emissions have also set targets.

2025 Goal	2021 Progress
Save 240 million gallons of water	More than 85 million gallons of water saved in 2021
100% powered by renewable energy globally	U.S. is now 100% powered by renewable energy, including through use of virtual power purchase agreements; 54% renewable globally
Teammates to complete 70,000 green actions*	5,000+ Green Actions were completed in 2021 *A Green Action is complete when any global teammate does something to improve the environment, reduce environmental impact, and/or learn something new or educate others about sustainability. 1 volunteer hour equates to 1 Green Action.
Implement recycling at 100% of U.S. facilities*	Recycling is implemented at more than 46% of our U.S. facilities *where local recycling is available and permitted at our premises

Our Vision

To build the greatest health care community the world has ever seen

Our Mission

To be the provider, partner and employer of choice

Our Core Values

Service Excellence
Integrity
Team
Continuous Improvement
Accountability
Fulfillment
Fun

Our Caring Behaviors (WE CARE)

Welcome
Empathize

Connect
Actively Listen
Respect
Encourage

Our Trilogy of Care

Caring for Our Patients
Caring for Each Other
Caring for Our World

The DaVita Way

The DaVita Way means that we dedicate our Head, Heart and Hands to pursue the Mission, live the Values, and build a healthy Village. It means we care for each other with the same intensity with which we care for our patients.

DaVita.com/CommunityCare

FACEBOOK: DAVITA KIDNEY CARE
TWITTER: @DAVITA
INSTAGRAM: @DAVITA
PINTEREST: /DAVITAPINS
LINKEDIN: DAVITA INC.



Section XI, Charity Care Information

The table below provides charity care information for all DaVita 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

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

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