

Original

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

10-067

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

SEP 22 2010

This Section must be completed for all projects.

Facility/Project Identification

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility Name: <i>Fresenius Medical Care Des Plaines</i>			
Street Address: <i>1625 Oakton Place</i>			
City and Zip Code: <i>Des Plaines, IL 60018</i>			
County: <i>Cook</i>	Health Service Area: <i>7</i>	Health Planning Area:	

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: <i>Fresenius Medical Care Des Plaines, LLC d/b/a Fresenius Medical Care Des Plaines</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Rice Powell</i>	
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Telephone Number: <i>800-662-1237</i>	

Type of Ownership of Applicant/Co-Applicant

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

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

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 during the review period]

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9121</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>708-498-9334</i>

Additional Contact

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

Name: <i>Brian Brandenburg</i>
Title: <i>Regional Vice President</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>557 W. Polk Street, Chicago, IL 60607</i>
Telephone Number: <i>312-583-9072</i>
E-mail Address: <i>brian.brandenburg@fmc-na.com</i>
Fax Number: <i>312-583-9081</i>

Post Permit Contact

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

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9121</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>708-498-9334</i>

Additional Contact

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

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>Holland & Knight, LLP</i>
Address: <i>131 S. Dearborn, 30th Floor, Chicago, IL 60603</i>
Telephone Number: <i>312-578-6567</i>
E-mail Address: <i>clare.ranalli@hkllaw.com</i>
Fax Number: <i>312-578-6666</i>

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>1649 Oakton Place Plaza, LLC</i>
Address of Site Owner: <i>1649 Oakton Place, Des Plaines, IL 60018</i>
Street Address or Legal Description of Site: <i>1625 Oakton Place, Des Plaines, IL 60018</i>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: <i>Fresenius Medical Care Des Plaines, LLC d/b/a Fresenius Medical Care Des Plaines</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each co-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 NOT APPLICABLE – PROJECT IS NOT NEW CONSTRUCTION

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 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 #2005-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

<p>Part 1110 Classification:</p> <p><input checked="" type="checkbox"/> Substantive</p> <p><input type="checkbox"/> Non-substantive</p>	<p>Part 1120 Applicability or Classification: [Check one only.]</p> <p><input type="checkbox"/> Part 1120 Not Applicable</p> <p><input type="checkbox"/> Category A Project</p> <p><input checked="" type="checkbox"/> Category B Project</p> <p><input type="checkbox"/> DHS or DVA Project</p>
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2. Narrative Description

Provide in the space below, 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.

Fresenius Medical Care Des Plaines, LLC, proposes to establish a 12 station in-center hemodialysis facility at 1625 Oakton Place, Des Plaines, Illinois. The facility will be in leased space in a multi-tenant strip mall. The interior of the leased space will be built out by the applicant.

Fresenius Medical Care Des Plaines will be in HSA 7. According to the August 2010 station inventory, there is a need for 42 more stations in this HSA.

This project is "substantive" under Planning Board rule 1110.10(b) as it entails the establishment of a health care facility that will provide chronic renal dialysis services

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 equal.

Project Costs and Sources of Funds				
USE OF FUNDS		CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs		N/A	N/A	N/A
Site Survey and Soil Investigation		N/A	N/A	N/A
Site Preparation		N/A	N/A	N/A
Off Site Work		N/A	N/A	N/A
New Construction Contracts		N/A	N/A	N/A
Modernization Contracts		1,239,750	N/A	1,239,750
Contingencies		123,500	N/A	123,500
Architectural/Engineering Fees		135,000	N/A	135,000
Consulting and Other Fees		N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)		281,000	N/A	281,000
Bond Issuance Expense (project related)		N/A	N/A	N/A
Net Interest Expense During Construction (project related)		N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	1,851,417 180,000	2,031,417	N/A	2,031,417
Other Costs To Be Capitalized		N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)		N/A	N/A	N/A
TOTAL USES OF FUNDS		3,810,667		3,810,667
SOURCE OF FUNDS		CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities		1,636,750	N/A	1,636,750
Pledges		N/A	N/A	N/A
Gifts and Bequests		N/A	N/A	N/A
Bond Issues (project related)		N/A	N/A	N/A
Mortgages		N/A	N/A	N/A
Leases (fair market value)		2,031,417	N/A	2,031,417
Governmental Appropriations		N/A	N/A	N/A
Grants		N/A	N/A	N/A
Other Funds and Sources		142,500*	N/A	142,500*
TOTAL SOURCES OF FUNDS		3,810,667	N/A	3,810,667
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.				

* Actual construction costs are \$1,363,250 however, the landlord is to contribute \$142,500 in tenant improvement allowances to be paid back over the term of the lease, but relates directly to the construction costs.

Related Project Costs

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

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>42,874</u>		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:	
<input checked="" type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): <u>September 30, 2013</u>	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS <u>ATTACHMENT-8</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
<input type="checkbox"/> Cancer Registry
<input type="checkbox"/> APORS
<input type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
<input checked="" type="checkbox"/> All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
ESRD							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

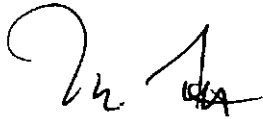
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

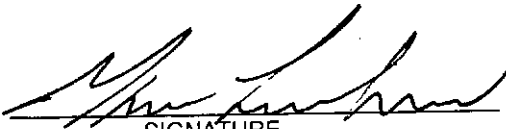
CERTIFICATION

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

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

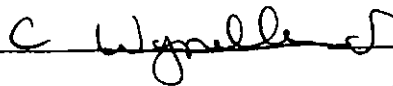
This Application for Permit is filed on the behalf of Fresenius Medical Care Des Plaines, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE
Mark Fawcett
 PRINTED NAME
Vice President & Treasurer
 PRINTED TITLE

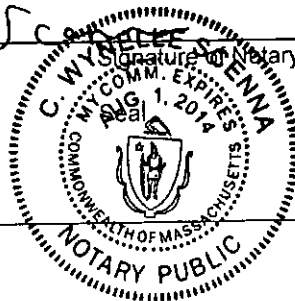

 SIGNATURE
Marc Lieberman
 PRINTED NAME
ASBESTOS MANAGER
 PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ___ day of ___ 2010

Notarization:
Subscribed and sworn to before me
this 7 day of Sept 2010

Signature of Notary 

Seal



*Insert EXACT legal name of the applicant

CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Fresenius Medical Care Holdings, Inc. * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

[Handwritten Signature]

SIGNATURE

Mark Fawcett
Vice President & Asst. Treasurer

PRINTED NAME

PRINTED TITLE

[Handwritten Signature]

SIGNATURE

Marc Lieberman
Asst. Treasurer

PRINTED NAME

PRINTED TITLE

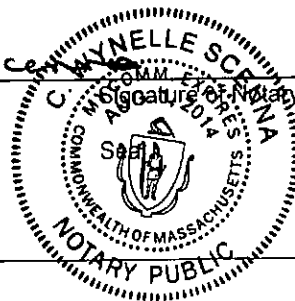
Notarization:
Subscribed and sworn to before me
this ___ day of ___ 2010

Notarization:
Subscribed and sworn to before me
this 7 day of Sept 2010

[Handwritten Signature]

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

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 certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. 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.**
4. 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 the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

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, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as 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 age and condition and 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 Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. This must be a narrative.
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following::
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

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

UNFINISHED OR SHELL SPACE: NOT APPLICABLE – THERE IS NO UNFINISHED SHELLSPACE

Provide the following information:

1. Total gross square footage of the proposed shell space;
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function;
3. Evidence that the shell space is being constructed due to
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data are available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES: NOT APPLICABLE – THERE IS NO UNFINISHED SHELL SPACE

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

G. Criterion 1110.1430 - In-Center Hemodialysis

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

Category of Service	# Existing Stations	# Proposed Stations
■ In-Center Hemodialysis	0	12

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(j) - Assurances	X	X	X

APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

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

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

VIII. - 1120.120 - Availability of Funds

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

<p><u>1,636,750</u></p>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
<p><u>N/A</u></p>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<p><u>N/A</u></p>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<p><u>2,031,417</u></p>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.
<p><u>N/A</u></p>	<p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;</p>
<p><u>N/A</u></p>	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p>
<p><u>142,500</u></p>	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project. (Tenant Improvement Allowance – See Attachment 39 – LOI for Lease of premises)</p>
<p><u>3,810,667</u></p>	<p>TOTAL FUNDS AVAILABLE</p>

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

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. All of the projects capital expenditures are completely funded through internal sources
2. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion. When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio	APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.			
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance **NOT APPLICABLE**

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERIC ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD									
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for **ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:** **NOT APPLICABLE - PROJECT IS NON-SUBSTANTIVE AND IS NOT A DISCONTINUTAION**

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaidpatients. 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 43.

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

Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care information **MUST** be furnished for **ALL** projects.

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 44.

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

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Co-applicant Identification including Certificate of Good Standing	21a-21b
2	Site Ownership	22-27
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	28
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	29
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	30
7	Project and Sources of Funds Itemization	31-32
8	Obligation Document if required	
9	Cost Space Requirements	33
10	Discontinuation	
11	Background of the Applicant	34-37
12	Purpose of the Project	38
13	Alternatives to the Project	39-41
14	Size of the Project	42
15	Project Service Utilization	43
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	44-82
27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
29	Specialized Long Term Care	
30	Selected Organ Transplantation	
31	Kidney Transplantation	
32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
35	Community-Based Residential Rehabilitation Center	
36	Long Term Acute Care Hospital	
37	Clinical Service Areas Other than Categories of Service	
38	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
39	Availability of Funds	83-94
40	Financial Waiver	95-96
41	Financial Viability	
42	Economic Feasibility	97-101
43	Safety Net Impact Statement	
44	Charity Care Information	102
Appendix- 1	MapQuest Travel Times	103-140
Appendix- 2	Physician Referral Letter	141-148



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

FRESENTUS MEDICAL CARE DES PLAINES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 13, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1025902214

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of SEPTEMBER A.D. 2010 .

Jesse White

SECRETARY OF STATE

Certificate of Good Standing
ATTACHMENT - 1

Co - Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: *Fresenius Medical Care Holdings, Inc.*

Address: *920 Winter Street, Waltham, MA 02451*

Name of Registered Agent: *CT Systems*

Name of Chief Executive Officer: *Mats Wahlstrom*

CEO Address: *920 Winter Street, Waltham, MA 02541*

Telephone Number: *781-669-9000*

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

Type of Ownership

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

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

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>1649 Oakton Place Plaza, LLC</i>
Address of Site Owner: <i>1649 Oakton Place, Des Plaines, IL 60018</i>
Street Address or Legal Description of Site: <i>1625 Oakton Place, Des Plaines, IL 60018</i> Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS <u>ATTACHMENT-2</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DAVID E. ALMS, LTD.
Attorneys
1420 Renaissance Drive, Suite 406
Park Ridge, IL 60068

David E. Alms, Esq.

Telephone (847) 297 3155

Toll Free Telephone (888) 452 0123

Facsimile (847) 297 5208

Of Counsel, Jessica R. Alms, Esq.

E Mail: davide.alm@gmail.com

July 19, 2010

Mr. Loren Guzik
Associate Director, Office Group
Cushman & Wakefield
455 N. Cityfront Plaza Drive, Suite 2800
Chicago, IL 60611

Dear Mr. Guzik:

Re: Fresenius Medical Care Dialysis Center,
Response to your Request for Proposal,
The realty commonly known as
1625 Oakton Place, Des Plaines, IL 60018.

We are counsel or 1649 Oakton Place Plaza, LLC, an Illinois Limited Liability Company, and its Member, Louis Psihogios. He has asked us to respond to your letter of June 27, 2010 to Ms. Edie Kessler of Transwestern, 1649's leasing representative.

Please be advised of the following:

1. Ownership. The fee title owner of the premises commonly known as 1625 Oakton Place, Des Plaines IL 60018 is 1649 Oakton Place Plaza, LLC, an Illinois Limited Liability Company, having its principal place of business at 1649 Oakton Place, Des Plaines, Cook County, IL 60018. Louis Psihogios is the principal member and President of the LLC.
2. Location: The address of the property is 1625 Oakton Place, Des Plaines IL 60018 The Permanent Index Number is 09-26-106-009-0000.
3. Initial Space Requirements: The premises at 1625 Oakton consist of 9,500 square feet, more or less. The Landlord, 1649 Oakton Place Plaza LLC, hereinafter sometimes

referred to as "Landlord," proposes to retain a 50' x 40' section of the building located at the Northeast corner of the building.

4. Hours of Operation: Landlord understands and agrees that Fresenius Medical Care Dialysis Center, Tenant, and hereinafter sometimes referred to as "FMC," will operate on a 24 hour basis six days a week, excluding Sunday.

5. Primary Term: Landlord understands and agrees that FMC desires a 10 year initial term.

6. Possession Date: Landlord understands and agrees that FMC will take possession of the premises immediately upon issuance of the Certificate of Need, and that FMC will require 90 days to build out the premises.

7. Commencement Date: Landlord understands and agrees that the parties will execute a document as called for in the Lease Agreement that will define and determine the date of actual lease commencement, that date being the date of the City of Des Plaines issuing a certificate of occupancy for the premises. Based on the commencement date, the document will also reaffirm other significant dates of performance under the Lease Agreement.

8. Option to Renew: Landlord understands and agrees that there will be three (3) option periods of five (5) years each, or a total of fifteen (15) years, after the initial term of 10 years has expired. Landlord proposes that the rental due will be determined by the base rent and any escalations in said rent would apply also to the lease term, as well as FMC being responsible for its portion of common area maintenance assessments and real estate taxes. FMC would give 6 months, prior to the expiration of the initial or option term as applicable, notice of exercise of its option to renew, and also must not be in default of any term or provision of the lease agreement.

9. Rental Rate: Landlord proposes a base rental rate of \$17/square foot, plus, 3% increase in base rent over the previous month's rent for each year of the FMC's occupancy, paid monthly.

a) Common Area Maintenance assessment estimated to be paid proportionately based on a percentage determined by FMC's 7,500 square feet divided by 9,500 square feet, the total common area square footage, the estimated amount to be provided; and

b) Real Estate Taxes, using the 2010 real estate tax bill as a base year, and FMC paying 7,500/9,500 of any real estate tax increase above the 2010 base year amount.

Common Area Maintenance Assessments and Real Estate Taxes would be paid monthly with the base rental.

10. Concessions: The Landlord proposes the following rent concessions:

a) Rent would be abated for the first 6 months of the lease term after the commencement date, the commencement date being the date the City of Des Plaines issues a certificate of occupancy for the premises;

b) A build out allowance in the amount of \$15/square foot would be provided.

11. Common Area Expenses and Real Estate Taxes: Landlord will provide a budget of common area expenses which form the basis of the Common Area Maintenance Assessment provided for herein. The real estate taxes for the 2009 year billed and paid were \$46,364.34. An estimate of the 2010 base year real estate taxes will be provided.

12. Tenant Improvements: The Landlord, as stated above, proposes a build out allowance of \$15/square foot, and understands that FMC will not remove their tenant improvements at the termination of FMC's possession of the premises.

13. Demised Premises Shell: The Landlord states that,

a) it will provide the electrical power to the premises no less than 800-amp/208-volt, 3-phase;

b) the present HVAC system is 30 tons, and is less than a year old;

c) it will provide gas service, City sewer service no less than a 4" line, and City water service no less than a 2" line.

14. Fire Suppression System: Currently there is no fire suppression system, and Landlord will provide a fire suppression system.

15. Space Planning/Architectural and Mechanical Drawings: Landlord understands FMC will provide its own space planning and architectural drawings, apply and obtain the necessary governmental permits, and supervise the build out construction. Landlord reserves the right to reasonably review the plans and architectural drawings.

16. Preliminary Improvement Plan: The Landlord will provide 1/8 inch architectural drawings of the proposed demised premises and building specifications.

17. Parking: Landlord will provide parking in the rear (west), north, and front (east) sections of its parking lot contiguous to the building, reserving to itself and other tenants part of the front parking sections. Landlord is currently redesigning and paving the north and rear (west) sections of the parking area and will provide FMC with a parking site plan. There will be in excess of 45 parking spaces available exclusively for FMC's use.

18. Corporate Identification: FMC will be responsible for its own signage, and Landlord requires that the signage comply with the City ordinances and that FMC obtain the necessary permits for such signage. There are no other Landlord restrictions regarding signage.

19. Assignment and Subletting: Landlord agrees that FMC shall have the right to assign or sublet a portion of the demised premises to any subsidiary or affiliate without its consent. Landlord further agrees that any other assignment or subletting will be subject to its prior written consent, which shall not be unreasonably withheld.

20. Zoning and Restrictive Covenants: Landlord states the current zoning is C-3 within the City of Des Plaines. City Zoning Officials have advised the Landlord that use as a Dialysis Clinic falls under the permitted use of "office" under the C-3 zoning classification. There are no other restrictive covenants imposed by the development, Landlord, or City.

21. Financing: Landlord agrees to enter into a non-disturbance agreement.

22. Exclusive Territory: Landlord agrees not to lease space under its control to another dialysis provider within a 5 mile radius of the premises.

23. CON Contingency: Landlord understands and agrees to the terms and provisions of the Certificate of Need contingency as set forth in Loren Guzik's letter of June 27, 2010 to Ms. Edie Kessler of Transwestern.

24. Security: Landlord agrees to the only additional security under the lease agreement to be the full guarantee of Fresenius Medical Care Holding.

25. Brokerage Fee: Landlord understands that the brokerage fees paid to both Transwestern and Cushman & Wakefield will be set forth in a separate agreement. Landlord also understands that Cushman & Wakefield is the sole broker acting on behalf of FMC, and that no other brokers were involved in the presentation or lease negotiations of the premises.

This response, as your letter of June 27, 2010 was, is not intended to be contractual in nature and only an executed lease agreement delivered and signed by both parties will bind the parties in this transaction. It is expressly understood, agreed, and hereby acknowledged, that only upon the proper execution of a fully completed, formal lease contract, with all the lease terms and conditions clearly defined and included therein, will there then be any obligation, of any kind or nature, incurred to created between the parties in connections with the referenced property.

I would ask that you reply to Ms. Edie Kessler and Mr. Mitchell Rothstein of Transwestern, brokers for the Landlord, in this matter, and both they and myself look forward to your reply.

Sincerely,

David E. Alms

Cc: Mr. Louis Psihogios
Ms. Edie Kessler, Transwestern

Operating Identity/Licensee

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

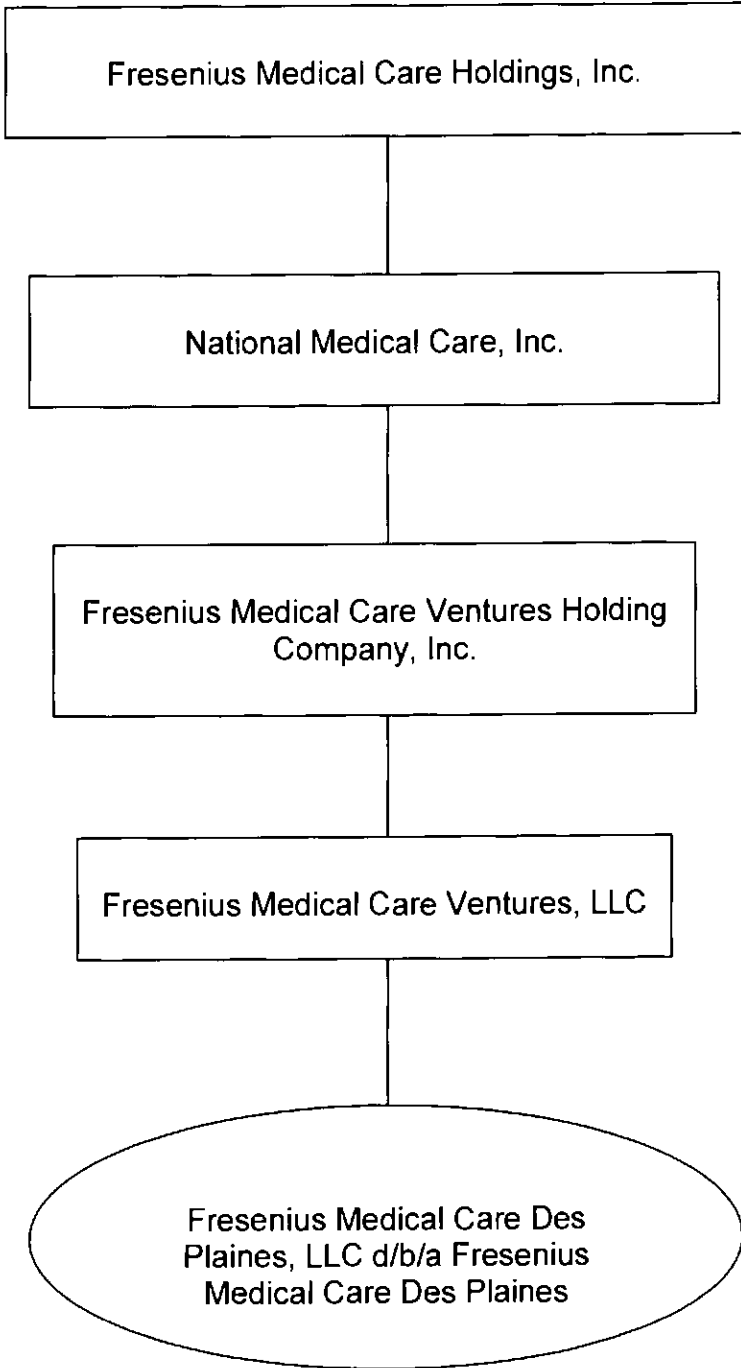
Exact Legal Name: *Fresenius Medical Care Des Plaines LLC, d/b/a Fresenius Medical Care Des Plaines*

Address: *920 Winter Street, Waltham, MA 02451*

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

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which 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.**

Certificate of Good Standing at Attachment – 1.





**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

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

Cook County
Des Plaines

CON - Establish a 12 Station Dialysis Facility
1625 Oakton Place
IHPA Log #019080510

August 17, 2010

Lori Wright
Fresenius Medical Care
One Westbrook Corporate Center, Suite 1000
Westchester, IL 60154

Dear Ms. Wright:

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

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

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

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

Sincerely,

Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer

SUMMARY OF PROJECT COSTS

Modernization Contracts

General Conditions	63,000
Temp Facilities, Controls, Cleaning, Waste Management	3,000
Concrete	16,000
Masonry	18,000
Metal Fabrications	10,000
Carpentry	110,000
Thermal, Moisture & Fire Protection	23,750
Doors, Frames, Hardware, Glass & Glazing	84,000
Walls, Ceilings, Floors, Painting	200,000
Specialities	15,000
Casework, FI Mats & Window Treatments	7,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	390,000
Wiring, Fire Alarm System, Lighting	240,000
Miscellaneous Construction Costs	60,000
Total	1,239,750

Contingencies

Contingencies **\$123,500**

Architectural/Engineering

Architecture/Engineering Fees **\$135,000**

Movable or Other Equipment

Dialysis Chairs	\$24,000
Dialysis Machines	229,000
Misc. Clinical Equipment	30,000
Computers	6,000
Clinical Furniture & Equipment	35,000
Office Equipment & Other Furniture	35,000
Water Treatment	120,000
TVs & Accessories	48,000
Telephones	12,500
Generator	35,000
Facility Automation	20,000
Other miscellaneous	5,500
Total	\$600,000

Fair Market Value Leased Space & Equipment

FMV Leased Space (9,500 GSF)	\$1,851,417
FMV Leased Dialysis Machines	174,000
FMV Leased Computers	6,000
Total	\$2,031,417

Cost Space Requirements

Provide in the following format, the department/area GSF and cost. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	3,810,667	9,500			9,500		
Total Clinical	3,810,667	9,500			9,500		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	3,810,667	9,500			9,500		
APPEND DOCUMENTATION AS <u>ATTACHMENT-9</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Fresenius Medical Care Holdings, Inc. Clinics in Illinois

Clinic	Provider #	Address	City	Zip
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	538 E. Boughton Road	Boilingbrook	60440
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	725 South Lewis Lane	Carbondale	62901
Champaign (managed)	14-2588	1405 W. Park Street	Champaign	61801
Chatham		S. Holland Avenue	Chicago	60633
Chicago Dialysis	14-2506	820 West Jackson Blvd.	Chicago	60607
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624
Crestwood	14-2538	4861-73 W. Cal Sag Road	Crestwood	60445
Decatur East	14-2503	1830 S. 44th St.	Decatur	62521
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	#4 West Main Street	DuQuoin	62832
East Belmont	14-2531	1331 W. Belmont	Chicago	60613
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin		2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfield Road	Elk Grove	60007
Evanston	14-2621	2953 Central Street	Evanston	60201
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Glendale Heights	14-2617	520 E. North Avenue	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	101 Greenleaf	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lockport		Thomton Avenue	Lockport	60441
Lombard		1940 Springer Drive	Lombard	60148
Lutheran General	14-2559	8565 West Dempster	Niles	60714
Macomb	14-2591	523 E. Grant Street	Macomb	61455
Marquette Park	14-2566	6515 S. Western	Chicago	60636
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway		6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Morris	14-2596	1401 Lakewood Dr., Ste. B	Morris	60450
Naperville	14-2543	100 Spalding Drive Ste. 108	Naperville	60566
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
Niles	14-2500	7332 N. Milwaukee Ave	Niles	60714
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	805 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462
Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Court	Ottawa	61350
Palatine		Dundee Road	Palatine	60074

Facility List

ATTACHMENT - 11


Pekin	14-2571	600 S. 13th Street	Pekin	61554
Peoria Downtown	14-2574	410 R.B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2300 Michas Drive	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
River Forest		103 Forest Avenue	River Forest	60305
Rockford	14-2615	1302 E. State Street	Rockford	61104
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Skokie	14-2618	9801 Wood Dr.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
South Side	14-2508	3134 W. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	Illinois Rts 3&143, #7 Eastgate Plz.	East Alton	62024
Spoon River	14-2565	210 W. Walnut Street	Canton	61520
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger		219 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Villa Park	14-2612	200 E. North Ave.	Villa Park	60181
West Batavia		Branson Drive	Batavia	60510
West Belmont	14-2523	4848 W. Belmont	Chicago	60641
West Chicago	14-2702	1855-1863 N. Neltor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., Ste. 5000	Oak Park	60302
West Willow		14404W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, STE 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, STE 408	Willowbrook	60527


Certification & Authorization

Fresenius Medical Care Des Plaines, LLC

In accordance with Section III, A (2) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care Des Plaines, LLC by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities Planning Board; and

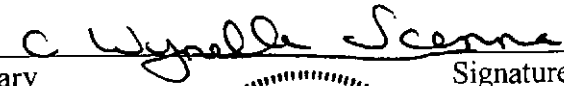
In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: 
Mark Fawcett
Vice President & Treasurer
ITS: _____

By: 
Marc Lieberman
ITS: Asst. Treasurer

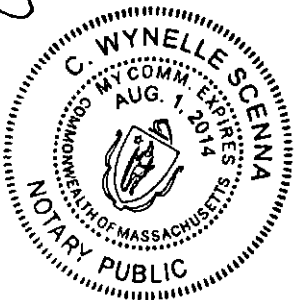
Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary 

Signature of Notary

Seal



Seal

Certification & Authorization

Fresenius Medical Care Holdings, Inc.

In accordance with Section III, A (2) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care Holdings, Inc. by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities Planning Board; and

In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: [Signature]
Mark Fawcett
Vice President & Asst. Treasurer
ITS: _____

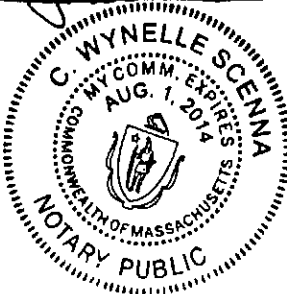
By: [Signature]
Marc Lieber
Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary C Wynelle Scenna Signature of Notary

Seal



Seal

Criterion 1110.230 – Purpose of Project

1. The purpose of this project is to keep dialysis services accessible to a growing ESRD population in northern Cook County (HSA 7) and to prepare for projected growth.
2. The market area that Fresenius Medical Care Des Plaines will serve is Des Plaines, Mount Prospect, Park Ridge, Rosemont, Bensenville, Franklin Park, Schiller Park and Southeast Rolling Meadows.
3. This facility is needed to accommodate the pre-ESRD patients that Dr. Bregman has identified from this area who will require dialysis services in the next 1-3 years. While not all facilities in the 30-minute travel time are operating above 80% utilization, Dr. Bregman has identified 99 pre-ESRD patients who will be referred to Fresenius Niles, Glenview and Norridge in the next 12 months that will bring those facilities over 80%. Aside from these patients he has seen an increase in patients from the Des Plaines area. He has 211 pre-ESRD patients who will utilize the Des Plaines facility, who will not be able to be accommodated at the other facilities he refers to. This leaves inadequate options as far as treatment schedule times and also hampers transportation choices since County and Township services do not operate after 4pm.
4. Utilization of area facilities is obtained from the Renal Network for the 2nd Quarter 2010. Pre-ESRD patients for the market area were obtained from Dr. Bregman.
5. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population as we continue to monitor the growth and provide responsible healthcare planning for this area. There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications.
6. It is expected that this facility would have and maintain the same quality outcomes as the other facility of which Dr. Bregman is the Medical Director.

Fresenius Medical Care Niles

- 94% of patients had a URR \geq 65%
- 94% of patients had a Kt/V \geq 1.2

Alternatives

1) All Alternatives

A. Proposing a project of greater or lesser scope and cost.

There was only one alternative considered that would entail a lesser scope and cost than the project proposed in this application, however it was not determined to be a feasible option. This was the alternative of doing nothing. The Niles facility was recently relocated and expanded to 32 stations. The facility is currently treating 131 patients with a utilization of 64%. The facility has another 6 months, until it has been two years since the expansion, to bring the utilization up to 80%. Dr. Bregman has 99 pre-ESRD patients he expects to refer to Fresenius Glenview, Niles and Norridge in the next twelve months. (The Glenview facility only needs one patient to reach 80% so the majority will be referred to Niles and Norridge.) As these facilities are predicted to grow in the next twelve months, additional access to dialysis services will be needed for the Des Plaines market and Dr. Bregman's patients from that area. There is no monetary cost associated with this alternative.

B. Pursuing a joint venture or similar arrangement with one or more providers of entities to meet all or a portion of the project's intended purposes' developing alternative settings to meet all or a portion of the project's intended purposes.

The preferred Fresenius model of ownership is for our facilities to be wholly owned, however we do enter into joint ventures on occasion. Fresenius Medical Care always maintains control of the governance, assets and operations of a facility it enters into a joint venture agreement with. Our healthy financial position and abundant liquidity indicate that that we have the ability to support the development of additional dialysis centers. Fresenius Medical Care has more than adequate capability to meet all of its expected financial obligations and does not require any additional funds to meet expected project costs. The addition of stations is not a costly project and it would not make sense to form a joint venture solely for that reason.

C. Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project

The option of sending Des Plaines area pre-ESRD patients to underutilized facilities in the area as they require dialysis treatment was not considered a reasonable alternative. Given the pre-ESRD patients Dr. Bregman has in his practice, the three facilities he refers to will be above 80% in the next twelve months. These numbers do not take into account any of the other nephrologists' patients who reside in the area that will be needing dialysis services. There is no cost associated with this alternative.

D. The most desirable alternative is to address the need for more stations in the most timely and cost effective manner and to keep access to dialysis services available by addressing current growth seen in the pre-ESRD patient population by establishing the 12 station Fresenius Medical Care Des Plaines facility, central to where the majority of the patients reside. The cost of this project is \$3,810,667.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	In 12 months time, access to dialysis treatment will be greatly compromised as the facilities rise over 80% with identified pre-ESRD patients	<p>Patients would have to travel outside their market for services. Loss of continuity of care would result.</p> <p>4th shift would have to be operated causing transportation problems and missed treatments.</p>	For patient - higher transportation costs due to 4 th shift, where there is no available county transportation.
Pursue Joint Venture	\$3,810,667	Same as current proposed project, however cost would be divided among Joint Venture members.	Patient clinical quality would remain above standards	<p>No effect on patients</p> <p>Fresenius Medical Care is capable of meeting its financial obligations and does not require assistance in meeting its financial obligations. If this were a JV, Fresenius Medical Care would maintain control of the facility and therefore ultimate financial responsibilities.</p>
Utilize Area Providers	\$0	<p>Loss of access to treatment schedule times would result in transportation problems as county/township transportation services do not operate after 4pm.</p> <p>Would create ripple effect of raising utilization of area providers to or above capacity</p>	<p>Loss of continuity of care which would lead to lower patient outcomes</p> <p>Unavailability to choose treatment schedule shift could cause transportation problems which leads to missed treatments and lower quality</p>	<p>No financial cost to Fresenius Medical Care</p> <p>Cost of patient's transportation would increase with higher travel times</p>
Establish Fresenius Medical Care Des Plaines	\$3,810,667	<p>Continued access to dialysis treatment as patient numbers continue to grow.</p> <p>Improved access to favored treatment schedule times.</p>	Patient clinical quality would remain above standards	This is an expense to Fresenius Medical Care only and is a minimal cost compared with other CON projects.

3. Empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. Fresenius Des Plaines is expected to have the same quality outcomes as Fresenius Medical Care Niles of which Dr. Bregman is the Medical Director.

Fresenius Medical Care Niles

- 94% of patients had a URR \geq 65%
- 94% of patients had a Kt/V \geq 1.2

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	9,500 (12 Stations)	360-520 DGSF	272 DGSF	NO

As seen in the chart above, the State Standard for ESRD is between 360-520 DGSF per station. This project is being accomplished in leased space with the interior to be built out by the applicant therefore the standard being applied is expressed in departmental gross square feet. The proposed 9,500 DGSF amounts to 792 DGSF per station therefore does not fall within the State standard.

This is approximately 272 DGSF per station over the State Standard, however the site was chosen for its ability to expand at a later date to 16 stations if necessary to accommodate growth as evidenced by the number of pre-ESRD patients identified for this facility. It is more cost effective to have the ability to add stations if needed than to have to relocate and expand a facility or to establish a new facility to accommodate growth. A peritoneal dialysis (home dialysis) department is also going to be housed on the site as well as administrative offices.

Criterion 1110.234, Project Services Utilization

UTILIZATION					
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	Not Applicable New facility		80%	N/A
YEAR 1	IN-CENTER HEMODIALYSIS		91%	80%	Yes
YEAR 2	IN-CENTER HEMODIALYSIS		180%*	80%	Yes

With the 211 pre-ESRD patients Associates in Nephrology (AIN) expects to refer to the Des Plaines facility in the first two years of operation, the facility will exceed the State Standard of 80%.

*While AIN has identified 211 pre-ESRD patients who would bring the utilization to over capacity by the end of the second year of operation, approximately 30% of these patients can be expected to no longer require dialysis services by this time and others may move out of the area or choose an alternate facility. As well the facility is expected to have an approximate 12% death/transplant rate. If this is the case, the utilization will still be above capacity at the facility and we will apply to increase the station count if needed.

Planning Area Need – Formula Need Calculation:

A. Planning Area Need - Formula Need Calculation:

The proposed Fresenius Medical Care Des Plaines dialysis facility is located in HSA 7, which is comprised of suburban Cook County and DuPage County. According to the August 2010 station inventory there is a need for 42 more stations in this HSA.

ASSOCIATES IN NEPHROLOGY, S.C.

NEPHROLOGY AND HYPERTENSION

210 South Des Plaines Street
Chicago, Illinois 60661
(312) 654-2720

PAUL W. CRAWFORD, M.D., F.A.S.N.
AZZA S. SULEIMAN, M.D.
SATYA P. AHUJA, M.D., F.A.S.N.
MARIA I. SOBRERO, M.D.
VINITHA RAGHAVAN, M.D.
DANIEL KNIAZ, M.D., F.A.C.P.
EDGAR V. LERMA, M.D., F.A.S.N.
RAMESH SOUNDARARAJAN, M.D., F.A.S.N.
NEETHA S. DHANANJAYA, M.D.
MARK P. LEISCHNER, M.D.
SREEDEVI CHITTINENI, M.D.
CHIRAG P. PATEL, M.D., F.A.S.N.
MADHAV RAO, M.D.
APRIL KENNEDY, M.D.
RIZWAN MOINUDDIN, D.O.
NIMEET BRAHMBHATT, M.D.

SUDESH K. VOHRA, M.D.
VIJAYKUMAR M. RAO, M.D., F.A.S.N.
CLARK MCCLURKIN, JR., M.D.
WADAH ATASSI, M.D., M.B.A.
HAROLD BREGMAN, M.D., F.A.C.P.
CONSTANTINE G. DELIS, D.O.
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AMITABHA MITRA, M.D.
JIM JIANLING YAO, M.D.
EDUARDO J. CREMER, M.D.
RICHARD HONG, M.D.
LO-KU CHIANG, M.D.
HARESH MUNI, M.D.
BOGDAN DERYLO, M.D., M.Sc.
NIC I. HRISTEA, M.D.
DONALD CRONIN, M.D.

September 10, 2010

Mr. Dale Galassie
Acting Chair
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Dear Mr. Galassie:

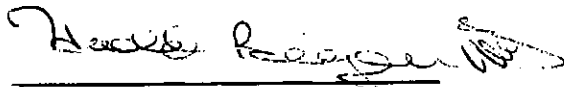
I am a nephrologist in practice with Associates in Nephrology (AIN) in the north suburbs and am also the Medical Director of the Fresenius Medical Care Niles dialysis facility. I am in full support of the proposed 12 station Fresenius Medical Care Des Plaines facility. I am seeing an increase in Chronic Kidney Disease (CKD) patients in my practice to a point where I do not feel there will be adequate access to services in the upcoming years.

Over the past three years (in those facilities listed below) AIN was treating 145 hemodialysis patients at the end of 2007, 133 patients at the end of 2008 and 137 patients at the end of 2009, as reported to The Renal Network. As of the most recent quarter, AIN was treating 145 hemodialysis patients. As well, over the past twelve months AIN has referred 59 new patients for hemodialysis services to Fresenius Niles, Glenview and Norridge. AIN currently has 99 pre-ESRD patients that live in the immediate Des Plaines area who will require dialysis within the next 12 months and will have to be referred to Fresenius Medical Care Niles, Glenview and Norridge per the patient's choice and place of residence. These patients along with those who live near those facilities will bring those facilities above utilization standards. AIN also has another 211 pre-ESRD patients who will likely be referred to the Des Plaines facility within 2 years after the opening of the facility. (see attached lists of patients) These patients all have lab values indicative of a patient in active kidney failure.

I respectfully ask the Board to approve Fresenius Medical Care Des Plaines in order to keep access available to evidenced growing number of patients presenting with CKD in the north suburban Cook County area. Thank you for your consideration.

I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

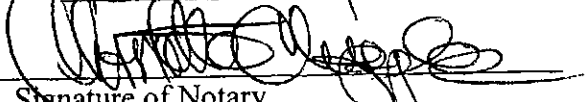


Harold Bregman, M.D.

Notarization:

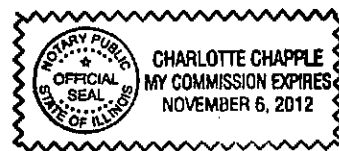
Subscribed and sworn to before me

this 15th day of September 2010



Signature of Notary

Seal



**PRE-ESRD PATIENTS AIN EXPECTS TO REFER TO FRESENIUS MEDICAL
CARE NILES, NORRIDGE AND GLENVIEW IN THE NEXT 12 MONTHS)**

Zip Code	Patients
60005	14
60008	9
60016	26
60018	14
60056	24
60068	11
60176	1
Total	99

**PRE-ESRD PATIENTS AIN EXPECTS TO REFER TO FRESENIUS MEDICAL
CARE DES PLAINES IN THE 1ST 2 YEARS (24 MONTHS)
AFTER PROJECT COMPLETION**

Zip Code	Patients
60005	19
60008	20
60016	60
60018	18
60056	54
60068	33
60106	1
60131	2
60143	1
60173	2
60176	1
Total	211

NEW REFERRALS OF AIN FOR THE PAST TWELVE MONTHS
FOR NORTH SUBURBS
SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010

Dr. Bregman

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60004		1		1
60016	1	4		5
60053		1		1
60068		1		1
60074		1		1
60169			1	1
60176			1	1
60625		1		1
60630		1		1
60631			2	2
60634			1	1
60656			1	1
60712		1		1
60714	1	4		5
Totals	2	15	6	23

Dr. Kniaz

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60016		6		6
60018		2		2
60025		1		1
60053		2		2
60070		1		1
60073		1		1
60171		1		1
60608		1		1
60631			1	1
60649		1		1
60656		1		1
60706			1	1
60714		4		4
Totals	0	21	2	23

Dr. Patel

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60018		1		1
60056		1		1
60068			1	1
60073		1		1
60631		1	2	3
60656			2	2
60706			3	3
60714		1		1
Totals	0	5	8	13

Grand Total 59

**PATIENTS OF AIN AT YEAR END 2007
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS**

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004	1			1
60016	1		1	2
60047		1		1
60056	1			1
60062	2	1		3
60089		1		1
60090		2	1	3
60430	1			1
Total	6	5	2	13

Fresenius Lutheran General

52807	2			2
60008		1		1
60016	14	8		22
60018	3	3	2	8
60025	3	2		5
60053	3	5		8
60056	3			3
60062	2			2
60068	3	1		4
60070	1			1
60076		1		1
60077	1			1
60106		1		1
60108		1		1
60630	1			1
60631	1			1
60641	1			1
60646	1			1
60656		2		2
60708		1		1
60714	4	5		9
Total	43	31	2	76

Niles

52807	1			1
60005		1		1
60008			1	1
60016			1	1
60016	2	1	1	4
60018			1	1
60050		1		1
60068	1			1
60070			1	1
60093			1	1
60194			1	1
60626		1		1
60630	2	1	2	5
60631	1			1
60634	1			1
60641			1	1
60644	1			1
60645	1			1
60646			1	1
60646	1		2	3
60656	1		1	2
60714	1	1	4	6
Total	13	6	18	37

Fresenius Norridge

60130		1		1
60171		1		1
60631			1	1
60634		1		1
60641		3		3
60646			1	1
60655			1	1
60656		3	2	5
Total		9	5	14

DSI Buffalo Grove

60004	1			1
60089	1			1
Total	2			2

Fresenius Rolling Meadows

60005		1		1
Total		1		1

Fresenius Round Lake

60073		1		1
Total		1		1

Fresenius Elk Grove

60004		1		1
Total		1		1

Grand Total	145
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**PATIENTS OF AIN AT YEAR END 2008
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS**

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004			1	1
60016		2	1	4
60056	1		1	2
60062			1	2
60090			1	2
60430			1	1
Total	3	4	7	14

Fresenius Niles

60008			1	1
60016			2	2
60016	13	8	6	27
60018	5	4	3	12
60025	3	3		6
60053	4	3		7
60056	1	1		2
60062	2			2
60068	1	1	1	3
60070	1	2		3
60076		1		1
60077			1	1
60093			1	1
60108		1		1
60194			1	1
60626			1	1
60630	2	2		4
60631	1			1
60631	1			1
60634		1		1
60641	1	1		2
60645			1	1
60646	2			2
60656	1	1	1	3
60712	1		1	2
60714	2	7	3	12
Total	41	37	22	100

Fresenius Norridge

60018	1			1
60068			1	1
60171			1	1
60176			2	2
60631	1			1
60634		2		2
60641			2	2
60646			1	1
60655	1			1
60656	2	1		3
Total	5	3	7	15

Fresenius Rolling Meadows

60005		1		1
Total		1		1

Fresenius Round Lake

60073		1		1
Total		1		1

Fresenius Hoffman Estates

60193		1		1
Total		1		1

DSI Buffalo Grove

60004	1			1
Total	1			1

Establishment of In-Center Hemodialysis Service

Grand Total

ATTACHMENT - 26b - 3

PATIENTS OF AIN AT YEAR END 2009
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004	1			1
60016	2	1		3
60056	2			2
60062	2		1	3
60077			1	1
60090		2	1	3
60430		1		1
Total	7	4	3	14

Fresenius Niles

60004		1		1
60008	1			1
60016		2		2
60016	4	11	9	24
60018	1	7	1	9
60025	1	3	1	5
60053	3	2	4	9
60056		1	1	2
60062		1		1
60068		3		3
60070	1	1		2
60073	1			1
60076		1		1
60077	1			1
60093		1		1
60171	1			1
60194		1		1
60625	2			2
60626		1		1
60630		3	1	4
60631		1		1
60631	1		2	3
60641	1			1
60645		1		1
60646	1	1	1	3
60656		3		3
60712		1		1
60714	4	10	4	17
Total	23	56	24	103

Fresenius Norridge

60018			1	1
60068			1	1
60171	1			1
60176	1			1
60631	1		4	5
60634			2	2
60641			1	1
60656			3	3
60706	2		3	5
Total	5		15	20

Grand Total 137

Planning Area Need = Service Demand = Establishment of In-Center Hemodialysis Service

PATIENTS OF AIN AT END OF 2ND QUARTER 2010
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview

Zip Code	Dr. Bregmar	Dr. Kniaz	Dr. Patel	Total
60004			1	1
60016		4	2	6
60056			2	2
60062	1		2	3
60077	1			1
60090	1		1	2
Total	3	4	8	15

Fresenius Niles

60004	2			2
60008			1	1
60016	12		12	24
60018	7		3	10
60025	3		3	6
60053	4		5	9
60056			2	2
60062			1	1
60068	1		1	2
60070	2			2
60073			2	2
60074			1	1
60076	1			1
60093			1	1
60171			1	1
60194	1			1
60625			1	1
60626	1			1
60630	1		3	4
60631			3	2
60641			1	1
60645	1			1
60646			3	3
60649			2	2
60656	1			1
60712	1			1
60714	8		15	21
Total	46		61	107

Fresenius Norridge

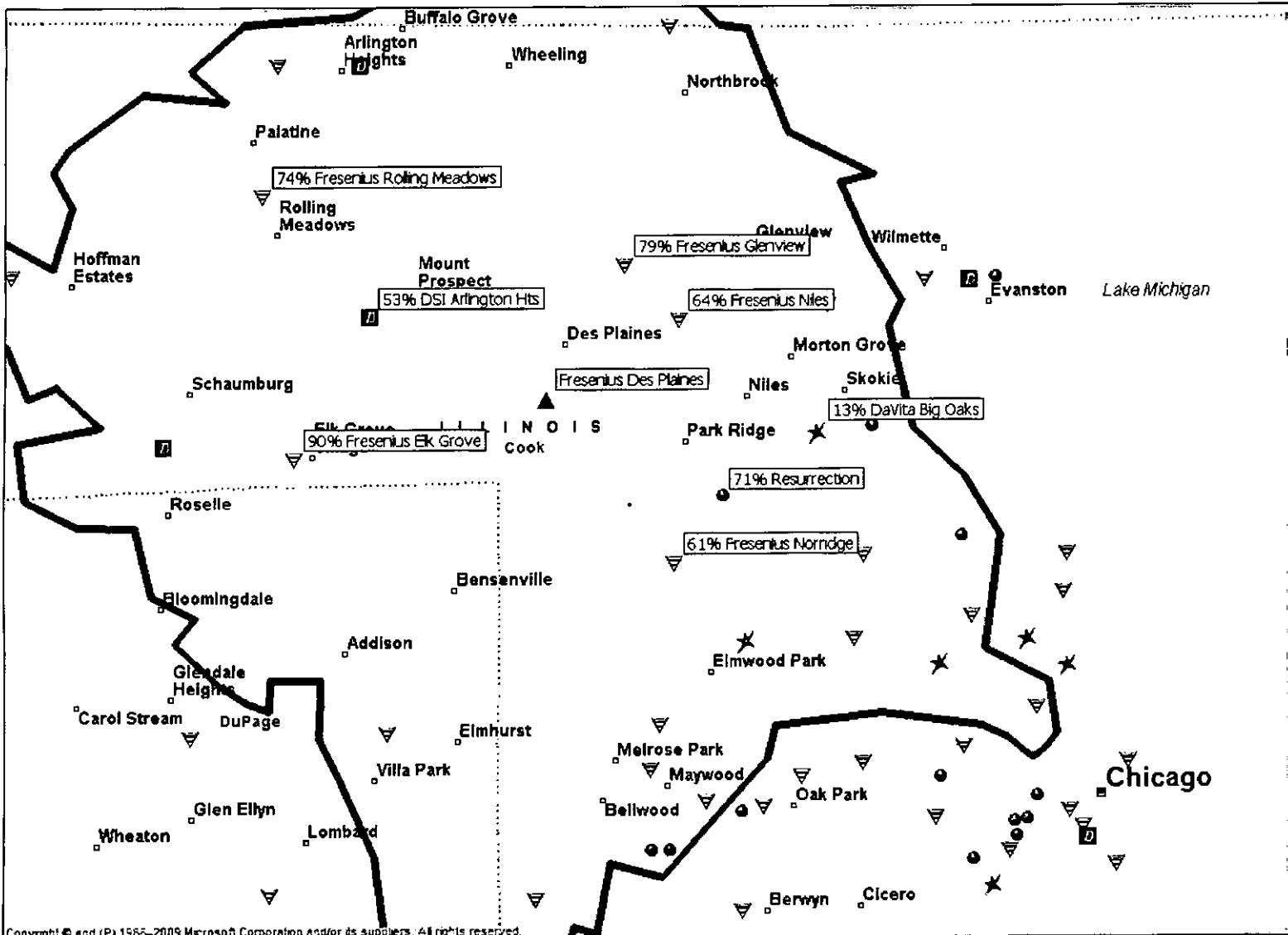
60018		1		1
60068			3	3
60171	1			1
60176	3			3
60631		2		2
60634		1	1	2
60641			1	1
60656		3	2	5
60706	2	1	2	5
Total	6	8	9	23

Grand Total	145
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Service Accessibility – Service Restrictions

Fresenius Medical Care Des Plaines is located in HSA 7 which consists of suburban Cook County and Du Page County. Des Plaines is situated in northern Cook County. While there are few service restrictions today, Dr. Bregman along with his associates at AIN are planning for the future while taking into consideration the numbers of pre-ESRD patients they are seeing in their practice. Dr. Bregman has 99 pre-ESRD patients he will refer to Fresenius Glenview (79%), Niles (64%) and Norridge (61%) that will bring these facilities over the 80% target range. This foreseen growth will create access problems for the 211 pre-ESRD patients Dr. Bregman has identified in the Des Plaines market area. It will take approximately 18 months for the facility to be established and certified to create the access needed for this patient population.

Utilization of facilities closest to Fresenius Des Plaines

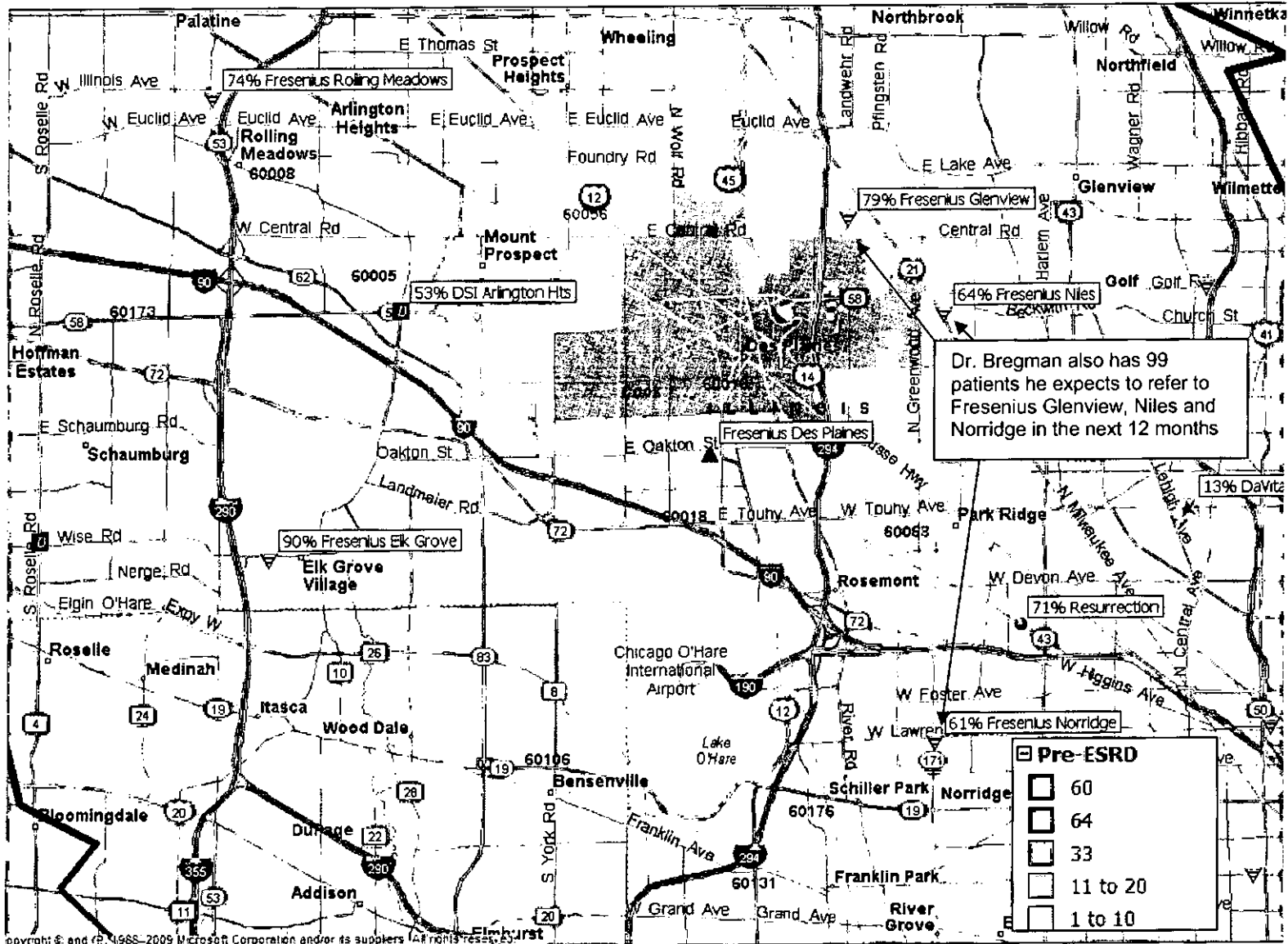


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FACILITIES WITHIN 30 MINUTES TRAVEL TIME OF FRESenius DES PLAINES

Facility	Address	City	Zip Code	Miles	Travel Time	Adjusted Time	Stations	UTL
Fresenius Glenview	4248 Commercial Way	Glenview	60025	5.25	12	14	20	79%
Fresenius Norridge	4701 N Cumberland Ave	Chicago	60656	6.21	12	14	18	61%
DSI Arlington Heights	17 W Golf Rd	Arlington Heights	60005	6.52	12	14	18	53%
Fresenius Niles	9371 N Milwaukee Ave	Niles	60714	5.53	14	16	32	64%
Resurrection Dialysis	7435 W Talcott Ave	Chicago	60631	7.28	14	16	14	71%
Fresenius Elk Grove	901 Biesterfield Rd	Elk Grove Village	60007	7.11	16	18	28	90%
DaVita Big Oaks	5623 W Touhy Ave	Niles	60714	7.25	18	21	12	13%
Fresenius North Kilpatrick	4800 N Kilpatrick Ave	Chicago	60630	10.51	18	21	22	89%
Fresenius Rolling Meadows	4180 Winnetka Ave	Rolling Meadows	60008	10.78	19	22	24	74%
Fresenius Villa Park	200 E North Ave	Villa Park	60181	11.83	19	22	24	88%
Fresenius Skokie	9801 Woods Dr	Skokie	60077	9.18	21	24	14	77%
Fresenius North Ave	719 W North Ave	Melrose Park	60160	10.09	21	24	20	88%
DaVita Montclare	7009 W Belmont Ave	Chicago	60634	10.09	21	24	16	84%
Fresenius Deerfield	405 Lake Cook Rd	Deerfield	60015	13.1	22	25	12	10%
DSI Schaumburg	1156 S Roselle Rd	Schaumburg	60193	13.12	22	25	14	74%
Fresenius Northcenter	2620 W Addison St	Chicago	60618	13.18	22	25	12	99%
DaVita Logan Square	2659 N Milwaukee Ave	Chicago	60647	13.25	22	25	20	91%
Center For Renal Replacement	7301 N Lincoln Ave	Lincolnwood	60712	8.92	23	26	16	78%
DSI Buffalo Grove	1291 W Dundee Rd	Buffalo Grove	60089	10.45	23	26	16	76%
Fresenius West Belmont	4935 W Belmont Ave	Chicago	60641	12.08	23	26	10	95%
Fresenius Westchester	2400 Wolf Road	Westchester	60154	15.9	23	26	20	76%
Fresenius Melrose Park	1111 Superior St	Melrose Park	60160	11.42	24	28	18	57%
Fresenius West Willow	1444 W Willow St	Chicago	60622	15.72	24	28	12	0%
Fresenius Hoffman Estates	3150 W Higgins Rd	Hoffman Estates	60169	13.84	25	29	17	110%
Fresenius Palatine	690 E Dundee Rd	Palatine	60074	15.34	25	29	12	0%
Loyola Dialysis	1201 W Roosevelt Rd	Maywood	60153	16.76	25	29	30	85%
Fresenius River Forest	103 Forest Ave	River Forest	60305	12.24	26	30	20	0%
Nephron Dialysis	5140 N California Ave	Chicago	60625	12.88	26	30	12	103%
ARA South Barrington	33 W Higgins Rd	Barrington	60010	14.78	26	30	11	61%

DEMOGRAPHICS OF THE 211 PRE-ESRD PATIENTS IDENTIFIED FOR FRESENIUS MEDICAL CARE DES PLAINES



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Unnecessary Duplication/Maldistribution

1(A-B-C) The ratio of ESRD stations to population in the zip codes within a 30-minute radius of Fresenius Des Plaines is 1 station per 4,826 residents according to the 2000 census (based on 2,480,622 residents and 514 stations – see chart below). This is higher than the State average of 1 station per 3,776 residents. The city of Des Plaines experienced a 4.9% growth rate in population from 2000 to 2008 according to the U.S. Census Bureau projections. If this growth rate were applied to the 2000 census, the ratio of stations to population would be 1/5,063.

Zip Code	Population	Stations	Facilities
60004	52,735		
60005	29,183	18	DSI Arlington Heights
60007	35,162	28	Fresenius Elk Grove
60008	23,318	24	Fresenius Rolling Meadows
60010	39,819	11	ARA South Barrington
60015	27,224	12	Fresenius Deerfield
60016	58,611		
60018	29,950		
60025	49,574	20	Fresenius Glenview
60029	354		
60053	21,688		
60056	56,625		
60062	40,392		
60067	50,825		
60068	37,732		
60069	7,204		
60070	16,126		
60074	23,963	12	Fresenius Palatine
60076	34,263		
60077	25,040	14	Fresenius Skokie
60089	42,115	16	DSI Buffalo Grove
60090	36,736		
60091	27,386		
60093	19,528		
60101	38,141		
60104	20,571		
60106	22,404		
60107	35,638		
60108	21,960		
60126	45,355		
60131	19,342		
60141	247		
60143	10,021		
60153	26,863	30	Loyola Dialysis
60154	16,714	20	Fresenius Westchester
60155	8,254		
60157	2,111		
60160	23,034	38	Fresenius Melrose Park, Fresenius North Ave
60162	8,513		cont'd

Zip Code	Population	Stations	Facilities
60163	5,212		
60164	21,682		
60165	5,171		
60169	51,196	17	Fresenius Hoffman Estates
60171	10,681		
60172	25,349		
60173	1,204		
60176	11,636		
60181	30,161	24	Fresenius Villa Park, DaVita Big Oaks
60191	14,360		
60192	1,775	14	DSI Schaumburg
60193	41,099		
60194	41,366		
60195	29,924		
60302	32,527		
60305	11,635	20	Fresenius River Forest
60521	37,496		
60523	10,231		
60558	12,539		
60614	65,474		
60618	98,147	12	Fresenius Northcenter
60622	76,015	12	Fresenius West Willow
60625	91,351	12	Nephron Dialysis
60630	54,781	22	Fresenius North Kilpatrick
60631	28,832	14	Resurrection Dialysis
60634	74,164	16	DaVita Montclare
60639	92,951		
60641	73,824	10	Fresenius West Belmont
60645	44,197		
60646	27,016		
60647	98,769	20	DaVita Logan Square
60656	27,129	18	Fresenius Norridge
60659	39,155		
60706	22,809		
60707	42,621		
60712	12,371	16	Center For Renal Replacement
60714	31,051	44	Fresenius Niles
Total	2,480,622	514	4,826

Although there are facilities within thirty minutes travel time that are not above the target utilization of 80%, Fresenius Medical Care Des Plaines will not create a maldistribution of services. There is a determined need in HSA 7 for 42 more ESRD stations. Also, Dr. Bregman has identified an additional 99 patients he expects to admit to Fresenius Niles, Glenview and Norridge in the next 12 months.

Facilities Within 30 Minutes of Fresenius Medical Care Des Plaines

Facility	Address	City	Zip Code	Miles	Travel Time	Adjusted Time	Stations	UTL	Patients
Fresenius Glenview	4248 Commercial Way	Glenview	60025	5.25	12	14	20	79%	95
Fresenius Norridge	4701 N Cumberland Ave	Chicago	60656	6.21	12	14	18	61%	66
DSI Arlington Heights	17 W Golf Rd	Arlington Heights	60005	6.52	12	14	18	53%	57
Fresenius Niles	9371 N Milwaukee Ave	Niles	60714	5.53	14	16	32	64%	123
Resurrection Dialysis	7435 W Talcott Ave	Chicago	60631	7.28	14	16	14	71%	60
Fresenius Elk Grove	901 Biesterfeld Rd	Elk Grove Village	60007	7.11	16	18	28	90%	151
DaVita Big Oaks	5623 W Touhy Ave	Niles	60714	7.25	18	21	12	13%	9
Fresenius North Kilpatrick	4800 N Kilpatrick Ave	Chicago	60630	10.51	18	21	22	89%	117
Fresenius Rolling Meadows	4180 Winnetka Ave	Rolling Meadows	60008	10.78	19	22	24	74%	107
Fresenius Villa Park	200 E North Ave	Villa Park	60181	11.83	19	22	24	88%	127
Fresenius Skokie	9801 Woods Dr	Skokie	60077	9.18	21	24	14	77%	65
Fresenius North Ave	719 W North Ave	Melrose Park	60160	10.09	21	24	20	88%	106
DaVita Montclare	7009 W Belmont Ave	Chicago	60634	10.09	21	24	16	84%	81
Fresenius Deerfield	405 Lake Cook Rd	Deerfield	60015	13.1	22	25	12	10%	7
DSI Schaumburg	1156 S Roselle Rd	Schaumburg	60193	13.12	22	25	14	74%	62
Fresenius Northcenter	2620 W Addison St	Chicago	60618	13.18	22	25	12	99%	71
DaVita Logan Square	2659 N Milwaukee Ave	Chicago	60647	13.25	22	25	20	91%	109
Center For Renal Replacement	7301 N Lincoln Ave	Lincolnwood	60712	8.92	23	26	16	78%	75
DSI Buffalo Grove	1291 W Dundee Rd	Buffalo Grove	60089	10.45	23	26	16	76%	73
Fresenius West Belmont	4935 W Belmont Ave	Chicago	60641	12.08	23	26	10	95%	57
Fresenius Westchester	2400 Wolf Road	Westchester	60154	15.9	23	26	20	76%	91
Fresenius Melrose Park	1111 Superior St	Melrose Park	60160	11.42	24	28	18	57%	62
Fresenius West Willow	1444 W Willow St	Chicago	60622	15.72	24	28	12	0%	0
Fresenius Hoffman Estates	3150 W Higgins Rd	Hoffman Estates	60169	13.84	25	29	17	110%	112
Fresenius Palatine	690 E Dundee Rd	Palatine	60074	15.34	25	29	12	0%	0
Loyola Dialysis	1201 W Roosevelt Rd	Maywood	60153	16.76	25	29	30	85%	153
Fresenius River Forest	103 Forest Ave	River Forest	60305	12.24	26	30	20	0%	0
Nephron Dialysis	5140 N California Ave	Chicago	60625	12.88	26	30	12	103%	74
ARA South Barrington	33 W Higgins Rd	Barrington	60010	14.78	26	30	11	61%	40

- 3A. Fresenius Medical Care Des Plaines will not have an adverse effect on any other area ESRD provider in that all of the patients identified who will be referred to the Des Plaines facility are pre-ESRD patients currently seeing Dr. Bregman and no patients will be transferred from any other facility.
- B. Not applicable – applicant is not a hospital, however the utilization will not be lowered at any other ESRD facility due to the establishment of the Des Plaines facility.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Bregman is currently the Medical Director for Fresenius Medical Care Niles. Attached is his curriculum vitae.

B. All Other Personnel

Upon opening the facility will hire a Clinic Manager who is a Registered Nurse (RN) from within the company and will hire one Patient Care Technician (PCT). After we have more than one patient, we will hire another RN and another PCT.

Upon opening we will also employ:

- Part-time Registered Dietitian
- Part-time Licensed Master level Social Worker
- Part-time Equipment Technician
- Part-time Secretary

These positions will go to full time as the clinic census increases.

As well, the patient care staff will increase to the following:

- 1 Charge Nurse – Registered Nurse
- 4 Registered Nurses
- 10 Patient Care Technicians

- 3) All patient care staff and licensed/registered professionals will meet the State of Illinois requirements. Any additional staff hired must also meet these requirements along with completing a 9 week orientation training program through the Fresenius Medical Care staff education department.

Annually all clinical staff must complete OSHA training, Compliance training, CPR Certification, Skills Competency, CVC Competency, Water Quality training and pass the Competency Exam.

- 4) The above staffing model is required to maintain a 4 to 1 patient-staff ratio at all times on the treatment floor. A RN will be on duty at all times when the facility is in operation.

CURRICULUM VITAE

Harold Bregman, M.D. FACP

DATE OF BIRTH	May 9, 1949; New York, N.Y.
MARITAL STATUS	Married, two children
PRESENT POSITION AND ADDRESS	Director, Nephrology Division Department of Medicine Lutheran General Hospital/Advocate 1775 Dempster Street Park Ridge, Illinois 60068 Telephone: (847) 723 - 6200 FAX: (847) 696 - 3391
HOME ADDRESS	622 Dauphine Avenue Northbrook, Illinois 60062
ACADEMIC BACKGROUND	C.U.N.Y. Brooklyn College Brooklyn, New York Bachelor of Science - Cum Laude 1966 - 1970 State University of N.Y. Downstate Medical Center Brooklyn, New York Doctor of Medicine 1970 - 1974
PROFESSIONAL TRAINING	Internship (PGY-1), Internal Medicine The Miriam Hospital Providence, R.I. 1974 - 1975 Residency, Internal Medicine (PGY-2,PGY-3) The Miriam Hospital Providence, R.I. 1975 - 1977

PROFESSIONAL TRAINING - continued

Teaching Fellow
Brown University School of Medicine
Providence, R.I.
1976 - 1977

Clinical Fellow in Nephrology
Georgetown University Hospital
Washington, D.C., 1977 - 1979.

Research Fellow
Georgetown University Hospital
Nephrology Division
Washington, D.C., 1979 - 1980.

Chief Resident
Department of Medicine
Fairfax Hospital
Falls Church, Virginia
January - July, 1980

FACULTY APPOINTMENTS

Instructor of Medicine
Georgetown University Medical Center
January - July, 1980

Clinical Instructor of Medicine
University of Pittsburgh
February, 1981 - 1983

Clinical Assistant Professor of Medicine,
University of Illinois
1984 - 1992

Clinical Associate Professor,
University of Chicago
3/1/92 - 7/1/98

Clinical Professor Medicine
Chicago Medical School
(In process)

CERTIFICATION

Diplomate, National Board of Medical
Examiners, 1974

Diplomate, American Board of Internal Medicine,
June 22, 1977

Diplomate, Subspecialty of Nephrology,
June 17, 1980

Diplomate, Subspecialty of
Critical Care Medicine,
April, 1988

PROFESSIONAL ASSOCIATIONS

Member, American Society of Nephrology,
Since 1981

Member, International Society of
Nephrology, Since 1982

Member, American Society for Artificial Internal
Organs, Since 1982

Member, National Kidney Foundation,
Since 1983

Fellow, American College of Physicians, 1984

Charter Member, American Society of Hypertension,
Since 1986

Member, American Medical Informatics Association
Since 1992

Member, Renal Physician's Association
Since 1998

LICENSURE

Illinois: #036-066587

Pennsylvania: #MD-023453-E

PROFESSIONAL EXPERIENCE

Part-Time Physician
Rhode Island Group Health Associates
Providence, R.I.
1976 - 1977

Staff Physician
The Washington Home
Washington D.C.
1977 - 1979

Associate Attending Physician
Allegheny General Hospital
Pittsburgh, PA
1980 - 1983

Director, Hemodialysis Unit
Allegheny General Hospital
Pittsburgh, PA
1980 - 1983

Medical Consultant
Vas-Cath of Canada, LTD.
1982 - 1983

Camp Nephrologist, Ruth Gottscho Dialysis Unit,
Frost Valley, N.Y., August, 1984

Medical Director, Intensive Care Unit
Lutheran General Hospital
1987 - 1991

Director, Nephrology Division
Department of Medicine
Lutheran General Hospital
1983 - present

Director of Dialysis & Plasmapheresis,
Lutheran General Hospital
1983 - present

Medical Director, Lutheran General/Neomedica
Dialysis Center,
1992-present

OTHER PROFESSIONAL ACTIVITIES

Chairman, Session A, "Strategies and Directions in Renal Care", April 23, 1982, Pittsburgh, PA.

Alternate hospital representative to Endstage Renal Disease Network #22 from Allegheny General Hospital, 1981-1982

Program Committee, American Society of Artificial Internal Organs, 1984-1986

Program Committee, "Strategies in Acute Renal Care", Nov. 7, 1985, Des Plaines, IL

Editorial Review Board, American Society for Artificial Internal Organs, Transactions 1986 - 1987

Editorial Consultant, The International Journal of Artificial Organs, 1987 - 1988

Board of Directors, Heart Association of North Cook County, 1987 - 1993

Medical Advisory Board, National Kidney Foundation of Illinois, 1986 - present

Medical Advisory Board, Executive Committee, National Kidney Foundation of Illinois, 1989 - present

Secretary, Medical Advisory Board, Executive Committee, National Kidney Foundation of Illinois 1993 - 1995

Host Committee, National Kidney Foundation, 1994 Spring Clinical Meeting, April, 1994.

Research Grant Review Committee, National Kidney Foundation of Illinois, 1994.

Medical Advisory Board, ESRD Network 11, 1994 - 1996

Vice - Chairman, Medical Advisory Board, Executive Committee, National Kidney Foundation of Illinois 1995 - 1997

Chairman, Medical Advisory Board, Executive Committee, National Kidney Foundation of Illinois 1997 - present

HOSPITAL APPOINTMENTS

Member, Pharmacy & Therapeutics Committee,
Allegheny General Hospital
1981 - 1983

Chairman, Subcommittee of Drug &
Formulary Request
Allegheny General Hospital
1982 - 1983

Member, Special Care Units Committee,
Lutheran General Hospital
1983 - 1990

Chairman, Special Care Units Committee,
Lutheran General Hospital, 1988 - 1990

Member, Pharmacy & Therapeutics Committee,
Lutheran General Hospital
1984 - present

Member, Research & Publications Committee,
Lutheran General Hospital,
1984 - 1991

Co-Chairman, Medical Informatics Committee
Lutheran General Hospital, 1992 - 1997

Information Technology Advisory Committee
Lutheran General HealthSystem
1992 - 1994

Member, Information Technology Continuum Team
Lutheran General HealthSystem
1994 - 1996

Member, Regional Technology Assessment
Committee, Advocate Health Care, 1995 - 1997

Member, Lutheran General Technology Assessment
Committee, 1996 - present

Chairman, Medical Informatics Committee
Lutheran General Hospital, 1998 - present

**RESEARCH GRANTS RECEIVED
PRINCIPAL INVESTIGATOR -**

Use of Aminess I.V. in Chronic Hemodialysis Patients.
Sponsored by: Cutter Laboratories
Berkeley, CA, 1980.

The Double-Lumen Subclavian Hemodialysis Catheter.
Sponsored by: Vas-Cath of Canada, LTD
Mississauga, Ontario, Canada, 1982.

The Vas-Cath SC-4000 Double-Lumen Catheter.
Sponsored by: Vas-Cath of Canada, LTD
Mississauga, Ontario, Canada, 1984.

The Vas-Cath JC-3500 Cannula.
Sponsored by: Vas-Cath of Canada, LTD
Mississauga, Ontario, Canada, 1985.

A Double-Blind, Placebo Controlled Comparison of 6.25, 12.5, and 25mg BD Carvedilol in Patients with Mild to Moderate Hypertension.
Sponsored by: Smith, Kline & French Laboratories, 1988.

A One-Year, Open Label Positive Controlled Trial of Carvedilol Administered Twice Daily in Patients with Mild to Moderate Hypertension.
Sponsored by: Smith, Kline & French Laboratories, 1988.

The Safety and Efficacy of Cardizem SR in Patients with Mild to Moderate Hypertension - A Post-marketing Surveillance Study.
Sponsored by: Marion Laboratories, 1989.

A Multicenter Trial to Evaluate Efficacy and Lipid Effects of Doxazosin as Initial Therapy in Mild to Moderate Essential Hypertension.
Sponsored by: Roerig Division, Pfizer, Inc., 1990.

A Multicenter Trial to Evaluate the Safety and Hemodialysis Performance of the Vas-Cath Trialysis Catheter.
Sponsored by: Vas-Cath of Canada, 1991.

The Vas-Cath Pre-curved Internal Jugular Double Lumen Catheter Study.
Sponsored by: Vas-Cath of Canada, LTD, 1994.

A Randomized Double-Blind, Placebo-Controlled, Multicenter, Phase III Clinical Trial to Evaluate the Safety and Efficacy of Auriculin Anaritide in the Treatment of Oliguric Acute Tubular Necrosis
Sponsored by: Scios, Inc., 1996.

**RESEARCH GRANTS RECEIVED
CO-INVESTIGATOR**

A Double-Blind, Randomized Crossover Study to Compare Patient Preference for Enalapril versus Atenolol in Mild to Moderate Hypertension, and to Compare the Efficacy and Tolerability to each Agent. Sponsored by: Merck, Sharp & Dohme, 1984.

A Double-Blind Multiclinic Study to Evaluate the Antihypertensive Efficacy of Several Ratios of the Combination Lisinopril and Hydrochlorothiazide (HCTZ) Given Once a Day to Patients with Mild to Moderate Essential Hypertension. Sponsored by: Merck, Sharp & Dohme

An Open-label Multiclinic Study to Evaluate the Effects of 1.25 and 5.0 mg Doses of I.V. Enalaprilat in Patients with Hypertensive Emergencies and to Evaluate the Conversion from Therapy with Enalaprilat I.V. to Oral Enalapril Maleate. Sponsored by: Merck Sharp & Dohme

A Multiclinic Randomized Comparison of the Efficacy and Safety of Three-day Therapy with Noroxin (Norfloxacin) versus Ten-day Therapy with Trimethoprim-sulfamethoxazole in the Treatment of Acute Uncomplicated Urinary Tract Infections. Sponsored by: Merck Sharp & Dohme

A Multicenter Randomized Double-blind Parallel to Study to Determine the Dose-response Relationship of Lisinopril in Patients with Mild to Moderate Essential Hypertension. Sponsored by: Merck Sharp & Dohme

Randomized Double Blind Placebo Controlled Trial of Low Dose Fosinopril Sodium in Mild to Moderated Hypertension. Sponsored by: Squibb

The Comparison of Once-daily Zofenophil and Enalapril in the Treatment of Essential Hypertension in Renal Impaired Patients. Sponsored by: Squibb

Reflotron Creatinine Evaluation Protocol for the Physician's Office Laboratory. Sponsored by: Boehinger Mannheim Diagnostics

A Double-blind, Randomized, Parallel, Placebo-controlled Titration Study of the Antihypertensive Efficacy and Safety of Diltiazam Extended Release Compared to Placebo in Patients with Mild to Moderate Hypertension. Sponsored by: Merck Research Laboratories

**RESEARCH GRANTS RECEIVED
CO-INVESTIGATOR - cont'd**

The Efficacy and Tolerability of Extended-Release Felodipine in Adult Patients with Mild to Moderate Uncomplicated Essential Hypertension.
Sponsored by: Merck Research Laboratories, 1991-1993.

OTHER AWARDS, NOMINATIONS

Golden Apple Award, University of Illinois (Nomination), 1986.
Golden Pearl Award, Lutheran General Hospital Department of Medicine (Nomination), 1997.

PRESENTATIONS, SELECTED LECTURES

"Proximal Myopathy Secondary to Iron-Induced Hemochromatosis in Chronic Hemodialysis Patients" American Society of Nephrology, 12th Annual Meeting, November 20, 1979.

"Iron Overload in Patients on Maintenance Hemodialysis - a Histocompatibility-Linked Disorder with Significant Clinical Consequences", American Society for Artificial Internal Organs, 25th Annual Meeting, April 19, 1980.

"Renal Tubular Acidosis, Marble Bone Disease and Mental Subnormality - a Syndrome", American Society of Nephrology, 13th Annual Meeting, November 23, 1980.

"Urea Kinetic Modeling", Renal Round Table, Champion, PA., September, 1981.

"Early Detection of Peritoneal Fluid Leukocytosis by a Leukocyte Esterase-Sensitive Test Strip", American Society of Nephrology, 14th Annual Meeting, November 21, 1981.

"Advances in Nutritional Therapy for Chronic Renal Failure", Medical Grand Rounds, Ohio Valley Medical Center October 27, 1982.

"Treatment of Iron Overload", First Annual AN-69 Membrane Scientific Exchange, October 28, 1982.

"The Double-Lumen Subclavian Cannula (DLSC) - The optimal Form of Subclavian Vein Hemodialysis Access", Combined Session of the American Society of Nephrology, 15th Annual Meeting and the Clinical Dialysis and Transplant Forum, 12th Annual Meeting, December 12, 1982.

H. Bregman M.D.

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**PRESENTATIONS, SELECTED LECTURES -
continued**

"Technological Advances in the Management of Acute Renal Failure", Renal Grand Rounds, Evanston Hospital, February 15, 1984.

"New Techniques for Management of Renal Failure, Edema States, and Drug Intoxication", Cook County Graduate School of Medicine, November 15, 1984, repeated in 1986, 1988, 1990, 1992, 1994.

"New Techniques for Management of Renal Failure", 7th Annual Aspen Seminar (Dade County Medical Association), Aspen, Colorado, January 4, 1985.

"Diabetes Mellitus and Hypertension", 1985 Midwest Clinical Conference (Chicago Medical Society), March 1, 1985.

"Hypertension and Diabetes Mellitus", Medical Grand Rounds, Oak Park Hospital, December 20, 1985.

"Continuous Arteriovenous Hemofiltration (CAVH): a New Therapy for Acute Renal Failure (ARF) Complicating Cardiogenic Shock", American College of Physicians, San Francisco, CA, 1986 (Presented by L. Weiner).

"Minimum Performance Standards for Double-Lumen Subclavian Cannulas (DLSC) for Hemodialysis" A.S.A.I.O 32nd Annual Meeting, May 9, 1986.

"Urea Kinetic Modeling in Hemodialysis Patients", Illinois Council on Renal Nutrition Spring Meeting, June 12, 1987.

"Renal Impairment in the Elderly", St. Francis Hospital, Milwaukee, WI, March 1, 1988.

"Differential Diagnosis of Acute Renal Failure", 15th Annual Midwest Conference, AACCN, March 9, 1989.

"Complicated Hypertension and Current Treatment Modalities", Martha Washington Hospital, April 18, 1990.

"Geriatric Hypertension", Suburban Hospital, Hinsdale, IL, October 25, 1990.

"Hypertension", Annual Meeting of the National Kidney Foundation of Illinois, October 20, 1990.

"Current Treatment of Hypertension", Cardiovascular Risks in the Urban Setting, City of Chicago Department of Health, November 2, 1990.

**PRESENTATIONS, SELECTED LECTURES -
continued**

"Parenteral Antihypertensives - Update", Chicago
Medical School Medical Grand Rounds,
March 6, 1991.

"Slowing the Progression of Chronic Renal Failure",
Wisconsin Academy of Family Physicians, June 21,
1991.

"Hypertension Types", Ingalls Memorial Hospital,
February 19, 1992

"The Diabetic with Hypertension - Mechanisms and
Therapeutic Considerations", Mercy Center, Aurora,
IL, May 4, 1992.

"Performance and Utility of a 3-Lumen Temporary
Hemodialysis Catheter", A.S.A.I.O., 39th Annual
Meeting, April 30, 1993.

"Clinical Management of Poisoning and Drug
Overdose", Medical Grand Rounds, Loyola
University Medical Center, October 18, 1994.

"Continuous Renal Replacement Therapy", Specialty
Review of Nephrology, National Center for Advanced
Medical Education, October 10, 1996.

"Practical Computing for Nephrologists" (faculty),
post-graduate education course at the American
Society of Nephrology, 30th annual meeting, San
Antonio, TX, 10/31-11/1/97.

"Frontiers in Hypertension", Medical Grand Rounds,
Chicago Medical School, Department of Medicine,
March 25, 1998.

BIBLIOGRAPHY

Articles

Bregman H, Gelfand MC, Winchester JF, Kneppshield JH. Iron overload in patients on maintenance hemodialysis - a histocompatibility-linked disorder with significant clinical consequences. *Trans Am Soc Artif Intern Organs* 1980; 26: 366.

Winchester JF, Rahman A, Tilstone WJ, **Bregman H**, et al. Will Hemoperfusion Be Useful for Cancer Chemo-therapeutic Removal? *Clin Toxicol* 1980; 17(14): 557-569.

Bregman H, Gelfand MC, Winchester JF, Manz HJ, et al. Iron overload-associated myopathy in patients on maintenance hemodialysis - a histocompatibility-linked disorder. *Lancet* 1980; ii: 882-885.

Bregman H, Brown J, Rogers A, Bourke E. Osteopetrosis with combined proximal and distal renal tubular acidosis. *Am J Kid Dis* 1982; 2(3): 357-362.

Bregman H, Hoover M. The Double-Lumen Subclavian Cannula - A unique concept in vascular access. *Dialysis Transplant* 1982; II(12): 1065-1070.

Bregman H. Double lumen subclavian hemodialysis cannulas. *Int J of Artif Organs* 1985; 8(1): 17-18.

Ing TS, Daugirdas JT, **Bregman H**, Leehey DJ. Continuous arteriovenous hemodialysis. *Int J of Artif Organs* 1985; 8(3): 117-118.

Bregman H, Miller K, Berry L. Minimum performance standards for double-lumen subclavian cannulas for hemodialysis. *Trans Am Soc Artif Intern Organs* 1986; 23: 500-502.

Ferdinand K, Garabidian GS, **Bregman H**, and Judelson D. The safety and efficacy of sustained-release diltiazem. *Pract Cardiology* 1980; 16(3): 87-98.

Manahan FJ, **Bregman H**, Daugirdas JT, Popli S, et al. Hemodialysis ascites: a fresh look. *Sem Dialysis* 1990; 3(4): 199-200.

Kniaz DK, Eisenberg GM, Elrad H, **Bregman H** et al. Postpartum hemolytic uremic syndrome associated with antiphospholipid antibodies. *Am J Nephrol* 1992; 12: 126-133.

Bregman, H. Computers and medical knowledge. *Medical Staff Journal (Lutheran General Hospital)* Summer, 1996; 3-4.

Book Chapters

Winchester JF, Rahman A, Bregman H, Mortensen LM, et al. Role of hemoperfusion in anti-cancer drug removal. In: Kidney and liver support and detoxification. Hemisphere Publishing; 1980. p. 369-377.

Knepshield JH, Bregman H, Gelfand MC, Manz HJ, Winchester JF. Iron overload and proximal myopathy - a new hazard for the hemodialysis patient. In: Controversies in nephrology, Vol. II; 1980. p. 366-375.

Bregman H and Ing TS. Continuous arteriovenous hemodialysis - laboratory experience and theory. In: Continuous renal replacement therapy. Boston: Martinus Nijhoff; 1986. p. 247-253.

Bregman H, Daugirdas, JT and Ing, TS. Complications during hemodialysis. In: Handbook of dialysis. Boston: Little, Brown; 1988. p. 106-120.

Bregman H, Daugirdas, JT and Ing, TS. Complications during hemodialysis. In: Handbook of dialysis (second edition). Boston: Little, Brown; 1994. p. 149-168.

Editorials

Bregman H, Gelfand MC. Iron overload in maintenance hemodialysis. [editorial]. J Int Soc Artif Intern Organs 1981; 4(2): 56.

Bregman H. Upfront - when an ESRD patient must go on dialysis, how do you present the choice of treatment modality? [editorial]. Dialysis Transplant 1982; 11(12): 1043.

Bregman H: Double Lumen Subclavian Hemodialysis Cannulas. [editorial]. Int J of Artif Organs 8(1):17-18, 1985.

Bregman, H: Continuous renal replacement therapy in surgical patients with acute renal failure. [editorial]. Kidney 3:201-202,1994.

Published Abstracts

Bregman H, Boland A, Manz H, Winchester JF, Gelfand MC, Kneppshield, JH. Proximal myopathy secondary to iron-induced hemochromatosis in chronic hemodialysis patients [abstract]. *Kidney Int* 1979; 16: 883.

Bregman H, Gelfand MC, Winchester JF, Boland A, et al. Hemodialysis-associated hemochromatosis, a histocompatibility-linked disease of iron overload [abstract]. *Kidney Int* 1979; 16: 883.

Manz HJ, Bregman H, Winchester JF, Gelfand MC, et al. Proximal myopathy and skeletal muscle iron deposits in chronic hemodialysis patients [abstract]. *Lab Investigation* 1980; 42(1): 133.

Bregman H, Gelfand MC, Winchester JF, Kneppshield JH. Iron overload in patients on maintenance hemodialysis - A histocompatibility-linked disorder with significant clinical consequences [abstract]. *Abstracts Trans Am Soc Artif Intern Organs* 1980; 9: 80.

Bregman H, Gelfand MC, Winchester JF, Kneppshield JH. Iron overload-associated myopathy in patients on maintenance hemodialysis - a histocompatibility-linked disorder [abstract]. *Clin Research* 1980; 28 (2): 429A.

Bregman H, Brown J, Rogers A, Bourke E. Renal tubular acidosis, marble bone disease and mental subnormality - a syndrome [abstract]. *Kidney Int* 1981; 19: 121.

Bregman H, Gelfand MC, Winchester JF, Kneppshield JH. Hemosiderosis in hemodialysis patients [abstract]. *J Am Med Assoc* 1981. 246(3): 214.

Bregman H, Fragola JA, Hoover M. The double-lumen subclavian cannula (DLSC)-the optimal form of subclavian vein hemodialysis access [abstract]. In: 12th Annual Clin Dial Transp Forum 1982; 5.

Bregman H, Fragola JA. Early detection of peritoneal fluid leukocytosis by a leukocyte esterase-sensitive test strip [abstract]. *Kidney Int* 1982; 21(1): 146.

Fragola JA, Bregman H. Early detection of peritonitis in patients on chronic intermittent peritoneal dialysis [abstract]. *Kidney Int* 1983; 23(1):148.

Published Abstracts (continued)

Bregman H, Oren A: Slow continuous venovenous ultrafiltration-the safest method of continuous ultrafiltration [abstract]. *Kidney Int* 1984; 25(1): 182.

Bregman H, Miller K, Berry L. Consistent performance of a new double lumen subclavian cannula [abstract]. *Artif Organs* 1985; 9(a): 3.

Bregman H, Miller K, Berry L. Minimum performance standards for double-lumen subclavian cannulas (DLSC) for hemodialysis [abstract]. *Am Soc Artif Intern Organs* 1986; 15: 70.

Daugirdas, JT, Bregman H. Ultrafiltration control during continuous arteriovenous hemodialysis using paired volumetric dialysate pumps [abstract]. *Int J of Artif Organs* 1986; 9(4): 272-274.

Bregman H, Berry L and Alberts J. Simplified method of membrane plasmapheresis [abstract]. *Am Soc Artif Intern Organs* 1987; 16: 49.

Bregman H, Kniaz D, Berry L, Alberts J. Performance and utility of a 3-lumen temporary Hemodialysis Catheter [abstract]. *Am Soc Artif Intern Organs* 1993; 22: 123.

Burstein D, Bregman H, Berry L, Alberts J, Kniaz D. Continuous renal replacement therapy (CRRT) improves outcome in critically ill patients with renal failure [abstract]. *Am Soc Artif Intern Organs* 1995; 41: 74.

April 22, 1999

Criterion 1110.1430 (e)(5) Medical Staff

I am the Group Vice President of the Mid West Group of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care Des Plaines, I certify the following:

Fresenius Medical Care Des Plaines will be an "open" unit with regards to medical staff. Any Board Licensed nephrologist may apply for privileges at the Des Plaines facility, just as they currently are able to at all Fresenius Medical Care facilities.

Michelle Wiest
Signature

Michelle Wiest
Printed Name

Group Vice President
Title

Subscribed and sworn to before me
this 17th day of Sept, 2010


Michelle M. Hogan
Signature of Notary



Criterion 1110.1430 (f) – Support Services

I am the Group Vice President of the Mid West Group of the North Division of Fresenius Medical Care North America. In accordance with 77 II. Admin Code 1110.1430, I certify to the following:

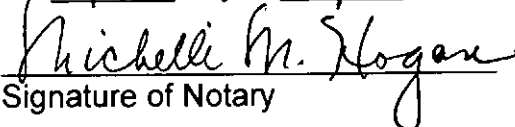
- Fresenius Medical Care utilizes the Proton patient data tracking system in the majority of its facilities and the same will be utilized at the Des Plaines facility.
- These support services are will be available at Fresenius Medical Care Des Plaines during all six shifts:
 - Nutritional Counseling
 - Psychiatric/Social Services
 - Home/self training
 - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services will be provided via referral to Advocate Lutheran General Hospital
 - Blood Bank Services
 - Rehabilitation Services
 - Psychiatric Services



Signature

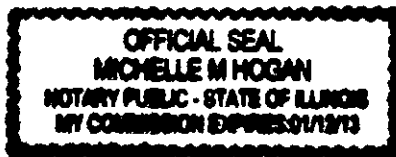
Michelle Wiest/Group Vice President
Name/Title

Subscribed and sworn to before me
this 17th day of Sept., 2010



Signature of Notary

Seal



Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care Des Plaines is located in the Chicago-Naperville-Joliet-Gary, IL-IN-WI Metropolitan Statistical Area (MSA). A minimum of eight dialysis stations is required to establish an in-center hemodialysis center in an MSA. Fresenius Medical Care Des Plaines will have twelve dialysis stations thereby meeting this requirement.

**TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION
D/B/A ADVOCATE LUTHERAN GENERAL HOSPITAL
AND
FRESENIUS MEDICAL CARE OF DESPLAINES**

THIS AGREEMENT is entered into this 1st day of September, 2010, between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE LUTHERAN GENERAL HOSPITAL, an Illinois not-for-profit corporation, hereinafter referred to as "HOSPITAL", and Fresenius Medical Care DesPlaines, hereinafter referred to as "FACILITY".

WHEREAS, HOSPITAL is licensed under Illinois law as an acute care Hospital;

WHEREAS, FACILITY is licensed under Illinois law as a dialysis care center;

WHEREAS, HOSPITAL and FACILITY desire to cooperate in the transfer of patients to ensure the availability of necessary services for emergent treatment, evaluation, possible admission or dialysis of FACILITY patients when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into a transfer agreement to provide for the medically appropriate transfer or referral of patients from FACILITY to HOSPITAL, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 This Agreement shall be effective from the date it is entered into, and shall remain in full force and effect for an initial term of one (1) year. **Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All the terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).**

II. TERMINATION

2.1 Either party may terminate this Agreement at any time with or without cause upon thirty (30) days' prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

III. OBLIGATIONS OF THE PARTIES

3.1 FACILITY agrees:

a. That FACILITY shall refer and transfer patients to HOSPITAL for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for FACILITY, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact HOSPITAL's Emergency Department Nursing Coordinator, prior to transport, to verify the transport and acceptance of the emergency patient by HOSPITAL. The decision to accept the transfer of the emergency patient shall be made by HOSPITAL's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of HOSPITAL's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. FACILITY agrees that HOSPITAL shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at HOSPITAL. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by HOSPITAL to the Emergency Physician and Accepting Physician;

c. That FACILITY shall be responsible for effecting the transfer of all patients referred to HOSPITAL under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event the patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and the Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer; and

f. To maintain and provide proof to HOSPITAL of professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 HOSPITAL agrees:

- a. To accept and admit in a timely manner, subject to bed availability, FACILITY patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;
- b. To accept patients from FACILITY in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's attending physician and/or emergency physician at FACILITY;
- c. That HOSPITAL will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;
- d. That HOSPITAL shall provide FACILITY patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and
- e. To maintain and provide proof to FACILITY of professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

4.1 Release of Medical Information. In all cases of patients transferred for the purpose of receiving medical treatment under the terms of this Agreement, FACILITY shall insure that copies of the patient's medical records, including X-rays and reports of all diagnostic tests, accompany the patient to HOSPITAL, subject to the provisions of applicable State and Federal laws governing the confidentiality of such information. Information to be exchanged shall include any completed transfer and referral forms mutually agreed upon for the purpose of providing the medical and administrative information necessary to determine the appropriateness of treatment or placement, and to enable continuing care to be provided to the patient. The medical records in the care and custody of HOSPITAL and FACILITY shall remain the property of each respective institution.

4.2 Personal Effects. FACILITY shall be responsible for the security, accountability and appropriate disposition of the personal effects of patients prior to and during transfer to HOSPITAL. HOSPITAL shall be responsible for the security, accountability and appropriate disposition of the personal effects of transferred patients upon arrival of the patient at HOSPITAL.

4.3 Indemnification. The parties agree to indemnify and hold each other harmless from any liability, claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with the negligent acts or omissions of their respective employees and/or agents.

4.4 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between

the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either HOSPITAL or FACILITY. The governing body of HOSPITAL and FACILITY shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

4.5 Publicity and Advertising. Neither the name of HOSPITAL nor FACILITY shall be used for any form of publicity or advertising by the other without the express written consent of the other.

4.6 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services.

4.7 Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

4.8 Affiliation. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.

4.9 Applicable Laws. The parties agree to fully comply with applicable federal, and state laws and regulations affecting the provision of services under the terms of this Agreement.

4.10 Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

4.11 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of HOSPITAL and FACILITY with respect to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Neither this Agreement nor any rights hereunder may be assigned by either party without the written consent of the other party.

4.12 Written Modification. There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.

4.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and

enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.14 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or certified mail. Notices to be served on HOSPITAL shall be served at or mailed to: Advocate Lutheran Hospital, 1775 Dempster Street, IL 60068, Attention: President, with a copy to General Counsel, 2025 Windsor Drive, Oak Brook, Illinois 60523 unless otherwise instructed. Notices to be served on FACILITY shall be served at or mailed to Fresenius Medical Care Des Plaines, 1625 Oakton Place, Des Plaines, IL 60018, Attention: Clinic Manager, with copies to: Brian Brandenburg, RVP, c/o Fresenius Medical Care, 557 W. Polk Street, Chicago, Il 60607, unless otherwise instructed.

IN WITNESS WHEREOF, this Agreement has been executed by HOSPITAL and FACILITY on the date first above written.

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION
d/b/a ADVOCATE LUTHERAN
GENERAL HOSPITAL**

**FRESENIUS MEDICAL CARE
DESPLAINES, LLC d/b/a
FRESENIUS MEDICAL CARE
DES PLAINES**

BY: _____

BY: _____

PRINTED NAME: Anthony Armada

PRINTED NAME: _____

TITLE: President

TITLE: _____

Criterion 1110.1430 (j) – Assurances

I am the Group Vice President of the Mid West Group of the North Division of Fresenius Medical Care North America. In accordance with 77 II. Admin Code 1110.1430, and with regards to Fresenius Medical Care Des Plaines, I certify the following:

1. As supported in this application through expected referrals to Fresenius Medical Care Des Plaines in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Medical Care hemodialysis patients in Illinois have achieved adequacy outcomes of:
 - o 90.55% of patients had a URR \geq 65%
 - o 92.66% of patients had a Kt/V \geq 1.2

and same is expected for Fresenius Medical Care Des Plaines.

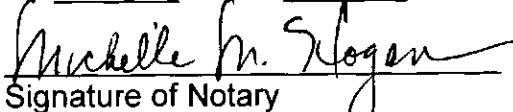


Signature

Michelle Wiest/Group Vice President

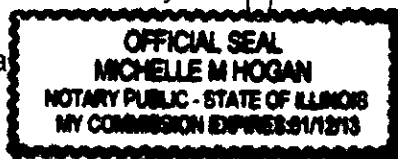
Name/Title

Subscribed and sworn to before me
this 17th day of Sept., 2010



Signature of Notary

Seal



DAVID E. ALMS, LTD.
Attorneys
1420 Renaissance Drive, Suite 406
Park Ridge, IL 60068

David E. Alms, Esq.

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Of Counsel, Jessica R. Alms, Esq.

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July 19, 2010

Mr. Loren Guzik
Associate Director, Office Group
Cushman & Wakefield
455 N. Cityfront Plaza Drive, Suite 2800
Chicago, IL 60611

Dear Mr. Guzik:

Re: Fresenius Medical Care Dialysis Center,
Response to your Request for Proposal,
The realty commonly known as
1625 Oakton Place, Des Plaines, IL 60018.

We are counsel or 1649 Oakton Place Plaza, LLC, an Illinois Limited Liability Company, and its Member, Louis Psihogios. He has asked us to respond to your letter of June 27, 2010 to Ms. Edie Kessler of Transwestern, 1649's leasing representative.

Please be advised of the following:

1. Ownership. The fee title owner of the premises commonly known as 1625 Oakton Place, Des Plaines IL 60018 is 1649 Oakton Place Plaza, LLC, an Illinois Limited Liability Company, having its principal place of business at 1649 Oakton Place, Des Plaines, Cook County, IL 60018. Louis Psihogios is the principal member and President of the LLC.

2. Location: The address of the property is 1625 Oakton Place, Des Plaines IL 60018 The Permanent Index Number is 09-26-106-009-0000.

3. Initial Space Requirements: The premises at 1625 Oakton consist of 9,500 square feet, more or less. The Landlord, 1649 Oakton Place Plaza LLC, hereinafter sometimes

referred to as "Landlord," proposes to retain a 50' x 40' section of the building located at the Northeast corner of the building.

4. Hours of Operation: Landlord understands and agrees that Fresenius Medical Care Dialysis Center, Tenant, and hereinafter sometimes referred to as "FMC," will operate on a 24 hour basis six days a week, excluding Sunday.

5. Primary Term: Landlord understands and agrees that FMC desires a 10 year initial term.

6. Possession Date: Landlord understands and agrees that FMC will take possession of the premises immediately upon issuance of the Certificate of Need, and that FMC will require 90 days to build out the premises.

7. Commencement Date: Landlord understands and agrees that the parties will execute a document as called for in the Lease Agreement that will define and determine the date of actual lease commencement, that date being the date of the City of Des Plaines issuing a certificate of occupancy for the premises. Based on the commencement date, the document will also reaffirm other significant dates of performance under the Lease Agreement.

8. Option to Renew: Landlord understands and agrees that there will be three (3) option periods of five (5) years each, or a total of fifteen (15) years, after the initial term of 10 years has expired. Landlord proposes that the rental due will be determined by the base rent and any escalations in said rent would apply also to the lease term, as well as FMC being responsible for its portion of common area maintenance assessments and real estate taxes. FMC would give 6 months, prior to the expiration of the initial or option term as applicable, notice of exercise of its option to renew, and also must not be in default of any term or provision of the lease agreement.

9. Rental Rate: Landlord proposes a base rental rate of \$17/square foot, plus, 3% increase in base rent over the previous month's rent for each year of the FMC's occupancy, paid monthly.

a) Common Area Maintenance assessment estimated to be paid proportionately based on a percentage determined by FMC's 7,500 square feet divided by 9,500 square feet, the total common area square footage, the estimated amount to be provided; and

b) Real Estate Taxes, using the 2010 real estate tax bill as a base year, and FMC paying 7,500/9,500 of any real estate tax increase above the 2010 base year amount.

Common Area Maintenance Assessments and Real Estate Taxes would be paid monthly with the base rental.

10. Concessions: The Landlord proposes the following rent concessions:

a) Rent would be abated for the first 6 months of the lease term after the commencement date, the commencement date being the date the City of Des Plaines issues a certificate of occupancy for the premises;

b) A build out allowance in the amount of \$15/square foot would be provided.

11. Common Area Expenses and Real Estate Taxes: Landlord will provide a budget of common area expenses which form the basis of the Common Area Maintenance Assessment provided for herein. The real estate taxes for the 2009 year billed and paid were \$46,364.34. An estimate of the 2010 base year real estate taxes will be provided.

12. Tenant Improvements: The Landlord, as stated above, proposes a build out allowance of \$15/square foot, and understands that FMC will not remove their tenant improvements at the termination of FMC's possession of the premises.

13. Demised Premises Shell: The Landlord states that,

a) it will provide the electrical power to the premises no less than 800-amp/208-volt, 3-phase;

b) the present HVAC system is 30 tons, and is less than a year old;

c) it will provide gas service, City sewer service no less than a 4" line, and City water service no less than a 2" line.

14. Fire Suppression System: Currently there is no fire suppression system, and Landlord will provide a fire suppression system.

15. Space Planning/Architectural and Mechanical Drawings: Landlord understands FMC will provide its own space planning and architectural drawings, apply and obtain the necessary governmental permits, and supervise the build out construction. Landlord reserves the right to reasonably review the plans and architectural drawings.

16. Preliminary Improvement Plan: The Landlord will provide 1/8 inch architectural drawings of the proposed demised premises and building specifications.

17. Parking: Landlord will provide parking in the rear (west), north, and front (east) sections of its parking lot contiguous to the building, reserving to itself and other tenants part of the front parking sections. Landlord is currently redesigning and paving the north and rear (west) sections of the parking area and will provide FMC with a parking site plan. There will be in excess of 45 parking spaces available exclusively for FMC's use.

18. Corporate Identification: FMC will be responsible for its own signage, and Landlord requires that the signage comply with the City ordinances and that FMC obtain the necessary permits for such signage. There are no other Landlord restrictions regarding signage.

19. Assignment and Subletting: Landlord agrees that FMC shall have the right to assign or sublet a portion of the demised premises to any subsidiary or affiliate without its consent. Landlord further agrees that any other assignment or subletting will be subject to its prior written consent, which shall not be unreasonably withheld.

20. Zoning and Restrictive Covenants: Landlord states the current zoning is C-3 within the City of Des Plaines. City Zoning Officials have advised the Landlord that use as a Dialysis Clinic falls under the permitted use of "office" under the C-3 zoning classification. There are no other restrictive covenants imposed by the development, Landlord, or City.

21. Financing: Landlord agrees to enter into a non-disturbance agreement.

22. Exclusive Territory: Landlord agrees not to lease space under its control to another dialysis provider within a 5 mile radius of the premises.

23. CON Contingency: Landlord understands and agrees to the terms and provisions of the Certificate of Need contingency as set forth in Loren Guzik's letter of June 27, 2010 to Ms. Edie Kessler of Transwestern.

24. Security: Landlord agrees to the only additional security under the lease agreement to be the full guarantee of Fresenius Medical Care Holding.

25. Brokerage Fee: Landlord understands that the brokerage fees paid to both Transwestern and Cushman & Wakefield will be set forth in a separate agreement. Landlord also understands that Cushman & Wakefield is the sole broker acting on behalf of FMC, and that no other brokers were involved in the presentation or lease negotiations of the premises.

This response, as your letter of June 27, 2010 was, is not intended to be contractual in nature and only an executed lease agreement delivered and signed by both parties will bind the parties in this transaction. It is expressly understood, agreed, and hereby acknowledged, that only upon the proper execution of a fully completed, formal lease contract, with all the lease terms and conditions clearly defined and included therein, will there then be any obligation, of any kind or nature, incurred to created between the parties in connections with the referenced property.

I would ask that you reply to Ms. Edie Kessler and Mr. Mitchell Rothstein of Transwestern, brokers for the Landlord, in this matter, and both they and myself look forward to your reply.

Sincerely,

David E. Alms

Cc: Mr. Louis Psihogios
Ms. Edie Kessler, Transwestern

EXHIBIT 1

LEASE SCHEDULE NO. 769-0002103-016
(This Lease)

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
("Lessor")

Address: 170 Wood Ave South
Iselin, NJ 08830

LESSEE: NATIONAL MEDICAL CARE, INC.
a Delaware corporation
("Lessee")
Address: 620 Winter Street
Waltham, MA 02451

1. Lessor and Lessee have entered into a Master Equipment Lease Agreement dated as of March 10, 2008 ("Master Lease"), including this Schedule (together, the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the equipment described in Exhibit A hereto (the "Equipment"). Lessee and Lessor each reaffirm all of its respective representations, warranties and covenants set forth in the Master Lease, all of the terms and provisions of which are incorporated herein by reference, as of the date hereof. Lessee further certifies to Lessor that Lessee has selected the Equipment and prior to the execution of this Schedule has received and approved a purchase order, purchase agreement or supply contract under which the Equipment will be acquired for purposes of this Lease.

2. The Acquisition Cost of the Equipment is: \$ 3,673,373.64

3. The Equipment will be located at the location specified in Exhibit A hereto, unless the Equipment is of the type normally used at more than one location (such as vehicular equipment, construction machinery or the like), in which case the Equipment will be used in the area specified on Exhibit A hereto.

4. TERM OF LEASE: The term for which the Equipment shall be leased shall be for 72 months (the "Initial Lease Term"), commencing on the Lease Term Commencement Date as set forth in the Acceptance Certificate to this Schedule, and expiring 03/30/2016, unless renewed, extended, or sooner terminated in accordance with the terms of the Lease.

5. RENT: (a) Payable in monthly installments on the 26th day of each month during the Initial Lease Term as follows:

Rental Payment Numbers	Number of Rental Payments	Amount of Each Rental Payment
1-72	72	\$53,954.07

Lessor will invoice Lessee for all sales, use and/or personal property taxes as and when due and payable in accordance with applicable law, unless Lessee delivers to Lessor a valid exemption certificate with respect to such taxes. Delivery of such certificate shall constitute Lessee's representation and warranty that no such tax shall become due and payable with respect to the Equipment and Lessee shall indemnify and hold harmless Lessor from and against any and all liability or damages, including late charges and interest which Lessor may incur by reason of the assessment of such tax.

6. OTHER PAYMENTS:

(a) Lessee agrees to pay Rental Payments in advance.

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7. **EARLY TERMINATION OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease for all, but not less than all, of the Equipment on the rental payment date for the twenty-fourth (24th) monthly rental payment (the "Early Termination Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such termination option at least ninety (90) days prior to the Early Termination Date of such Lease. Lessee shall pay to Lessor on the Early Termination Date an aggregate amount (the "Termination Amount") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Termination Date; plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease; plus (iii) 64% of the original Acquisition Cost of the Equipment as set forth herein.

In addition to the payment of the Termination Amount, Lessee shall return all of the Equipment to Lessor on the Early Termination Date pursuant to, and in the condition required by the terms of the Lease.

In the event Lessee shall not pay the Termination Amount on the Early Termination Date and return the Equipment to Lessor pursuant to, and in the condition required by the Lease, then the Lease Term for the Equipment shall continue in full force and effect and this Early Termination Option shall be null and void and of no further force or effect.

8. **EARLY PURCHASE OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease and purchase all, but not less than all, of the Equipment on the rental payment date for the sixtieth (60th) monthly rental payment (the "Early Purchase Option Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such early purchase option at least ninety (90) days prior to the Early Purchase Option Date of such Lease. Lessee shall pay to Lessor on the Early Purchase Option Date an aggregate amount (the "Purchase Price") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Purchase Option Date; plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease and the purchase of the Equipment; plus (iii) 28.02% of the original Acquisition Cost of the Equipment as set forth herein.

Provided that Lessor shall have received the Purchase Price on the Early Purchase Option Date, Lessor shall convey all of its right, title and interest in and to the Equipment to Lessee on the Early Purchase Option Date, on an "AS-IS", "WHERE-IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor; provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all liens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

In the event Lessee shall not pay the Purchase Price on the Early Purchase Option Date then the Initial Lease Term or any renewal term for the Equipment shall continue in full force and effect and this Early Purchase Option shall be null and void and of no further force or effect.

9. **PURCHASE OPTION:** So long as no Event of Default, nor any event which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Lease, and the Lease has not been earlier terminated, and upon not less than ninety (90) days prior written notice, Lessee shall have the option, upon expiration of the Initial Lease Term, renewal term or Extended Term, to purchase all, but not less than all, of Lessor's right, title and interest in and to the Equipment at the end of the Lease Term for a Purchase Option Price (hereinafter defined), on the last day of the Lease Term, in immediately available funds.

The Purchase Option Price shall be equal to the Fair Market Value of the Equipment (hereinafter defined) plus any sales, use, property or excise taxes on or measured by such sale, any other amounts accrued and unpaid under the Lease and any other expenses of transfer including UCC termination fees.

The "Fair Market Value" of the Equipment, shall be determined on the basis of, and shall be equal in amount to the value which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee commonly in possession or a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. For purposes of determining Fair Market Value it will be assumed that as of the date of determination that the Equipment is in at least the condition required by the Lease. If during or after the period of thirty (30) days from Lessor's receipt of the aforesaid written notice from Lessee of Lessee's intention to exercise said purchase option, Lessor and Lessee determine that they cannot agree upon such fair market value, then such value shall be determined in accordance with the foregoing definition by a qualified independent appraiser as selected by mutual agreement between Lessor and Lessee, or failing such agreement, by a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two selected. If any party refuses or fails to appoint an appraiser or a third appraiser cannot be agreed upon by the other two appraisers, such appraiser or appraisers shall be selected in accordance with the rules for commercial arbitration of the

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American Arbitration Association. The appraisers shall be instructed to make such determination within a period of twenty (20) days following appointment, and shall promptly communicate such determination in writing to Lessor and Lessee. The determination of Fair Market Value so made by the sole appraiser or by a majority of the appraisers, if there is more than one, shall be conclusively binding upon both Lessor and Lessee. All appraisal costs, fees and expenses shall be payable by Lessee. The sale of the Equipment by Lessor to Lessee shall be on an AS-IS, WHERE-IS basis, without recourse to, or warranty by, Lessor, provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all liens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

Lessee shall be deemed to have waived this Purchase Option unless it provides Lessor written notice of its irrevocable election to exercise this option within fifteen (15) days after Lessee is advised of the Fair Market Value of the Equipment.

Lessee may elect to return all, but not less than all, of the Equipment at the end of the Initial Lease Term or any renewal term, provided that such return will only be permitted if (i) the Lessee provides the Lessor with written notice of its intention to return the Equipment not less than ninety (90) days prior to the end of the Initial Term, and (ii) the return of the Equipment is in accordance with the terms of the Lease and any Schedules, Acceptance Certificates, Riders, Exhibits and Addenda thereto.

If, for any reason whatsoever, the Lessee does not purchase the Equipment at the end of the Initial Lease Term or any renewal term in accordance with the foregoing, or exercise their option to return the Equipment as set forth above, the lease term of the Equipment shall and without further action on the part of Lessee be extended on a month-to-month basis with rentals payable monthly calculated at one hundred five percent (105%) of the highest monthly rental payable during the Initial Lease Term (the "Extended Term"). At the end of such Extended Term, the Lessee shall have the option to either: (i) return the Equipment to the Lessor in accordance with the terms of the Lease; or (ii) purchase the Equipment for its then Fair Market Value as determined in accordance with the provisions set forth above. The Extended Term shall continue until (a) Lessee provides Lessor with not less than ninety (90) days prior written notice of the anticipated date Lessee will return the Equipment and Lessee returns the Equipment in accordance with the return provisions of this Lease, or (b) Lessee provides Lessor with not less than ninety (90) days prior written notice of Lessee's exercise of its Fair Market Value purchase option with respect to the Equipment.

10. STIPULATED LOSS VALUES:

Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
1	101.47	37	60.22
2	100.51	38	58.94
3	98.56	39	57.66
4	98.56	40	56.37
5	97.55	41	55.08
6	98.53	42	53.78
7	85.48	43	52.47
8	94.41	44	51.16
9	93.33	45	49.84
10	92.25	46	48.51
11	91.16	47	47.18
12	90.05	48	45.84
13	88.95	49	44.50
14	87.83	50	43.15
15	86.71	51	41.78
16	85.58	52	40.43
17	84.44	53	39.08
18	83.29	54	37.69
19	82.14	55	36.31

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Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
20	80.87	56	34.82
21	79.81	57	33.63
22	78.63	58	32.13
23	77.45	59	30.72
24	76.26	60	29.31
25	75.06	61	27.89
26	73.86	62	26.47
27	72.65	63	25.04
28	71.44	64	23.61
29	70.22	65	22.17
30	68.99	66	20.72
31	67.76	67	19.27
32	66.52	68	17.82
33	65.27	69	16.35
34	64.01	70	14.88
35	62.75	71	13.40
36	61.49	72	11.82

Stipulated Loss Values are due in addition to the Rental Payment due on the same date.

IN WITNESS WHEREOF, the parties hereto certify that they have read, accepted and caused this Individual Leasing Record to be duly executed by their respective officers thereunto duly authorized.

Dated: 3/30/09

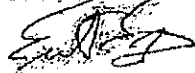
LESSOR:

Siemens Financial Services, Inc.

By: Carol Walters

Name: CAROL WALTERS
VICE PRESIDENT DOCUMENTATION

Title: _____



Ernest Errigo
By Transaction Coordinator

LESSEE:

National Medical Care, Inc.

By: Mark Fawcett

Name: MARK FAWCETT

Title: TREASURER

015 Exhibit 12.doc

DELL**QUOTATION**

QUOTE #: 485293558

Customer #: 84405601

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 4/22/09

Date: 4/22/09 12:33:14 PM

Customer Name: FRESINIUS MEDICAL CARE N A

TOTAL QUOTE AMOUNT:	\$975.02		
Product Subtotal:	\$864.59		
Tax:	\$46.43		
Shipping & Handling:	\$64.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$584.51	GROUP TOTAL: \$584.51
Base Unit:	OptiPlex 760 Small Form Factor Base Standard PSU (224-2219)		
Processor:	OptiPlex 760, Core 2 Duo E7300/2.66GHz, 3M, 1066FSB (311-9514)		
Memory:	2GB, Non-ECC, 800MHz DDR2, 2X1GB OptiPlex (311-7374)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (330-1987)		
Monitor:	Dell UltraSharp 1708FP BLK w/AdjStn, 17 inch, 1x08FPBLK OptiPlex, Precision and Latitude (320-7682)		
Video Card:	Integrated Video, GMA 4500, Dell OptiPlex 760 and 960 (320-7407)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Dell OptiPlex (341-8006)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel, Dell OptiPlex Small Form Factor (341-4609)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business License English, Dell OptiPlex (420-9570)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll, Black OptiPlex (330-2733)		
NIC:	ASF Basic Hardware Enabled Systems Management (330-2901)		
CD-ROM or DVD-ROM Drive:	24X24 CDRW/DVD Combo, with Cyberlink Power DVD, No Media Media, Dell OptiPlex 960 Small Form Factor (313-7071)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1, with Media, Dell OptiPlex/Precision (420-9179)		
Sound Card:	Heat Sink, Mainstream, Dell OptiPlex Small Form Factor (311-9520)		
Speakers:	Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays Dell OptiPlex/Precision/ Latitude (313-6414)		
Cable:	OptiPlex 760 Small Form Factor Standard Power Supply (330-1984)		
Documentation Diskette:	Documentation, English, Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)		
Factory Installed Software:	No Dell Energy Smart Power Management Settings, OptiPlex (467-3664)		
Feature:	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 760 Vista (330-2019)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (991-6370)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (991-3642)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-6507)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-6508)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6540)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)		
	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport		

Service:	or call 1-866-516-31 (989-3449)
Installation:	Standard On-Site Installation Declined (900-9987)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Shipping Material for System Cypher Small Form Factor,Dell OptiPlex (330-2193)
	Vista Premium Downgrade Relationship Desktop (310-9161)
	CFI Routing SKU (365-0257)
	CFI,Rollup,Integration Service,Image Load (366-1416)
	CFI,Rollup,Custom Project,Fee for ESLH (366-1551)
	CFI,Rollup,Integration Services,BIOS Setting (366-1556)
	CFI,Information,Vista To WXP ONLY,Factory Install (372-6272)
	CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)
	CFI,BIOS,Across Line Of Business,Wakeup-on-lan, Enable,Factory Install (374-4558)
	CFI,Information,Optiplex 760 Only,Factory Install (374-8402)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Office 2007 Sngl C 021-07777 (A0748670)	1	\$259.68	\$259.68
Windows Server CAL 2008 Sngl MVL Device CAL C R18-02830 (A1511502)	1	\$20.40	\$20.40
Number of S & A Items: 2		S&A Total Amount: \$280.08	

SALES REP:	PHIL CLINTON	PHONE:	1800-274-3355
Email Address:	Phil_Clinton@Dell.com	Phone Ext:	723-3128

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-230-4217. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number.**

If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More info: or refer to URL www.dell.com/environmentalfee

Criterion 1120.310 Financial Viability

Financial Viability Waiver

This project is being funded entirely through cash and securities thereby meeting the criteria for the financial waiver.

2009 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #10-036, Fresenius Medical Care Mundelein and are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.


Criterion 1120.310(b) Conditions of Debt Financing

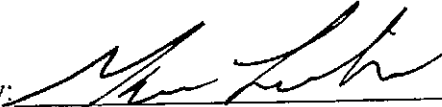
Fresenius Medical Care Des Plaines, LLC

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby attest to the fact that:

There is no debt financing. The project will be funded with cash and leasing arrangements; and

The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

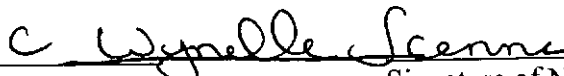
By: 
ITS: Mark Fawcett
Vice President & Treasurer

By: 
ITS: Marc Lieberman
Asst. Treasurer

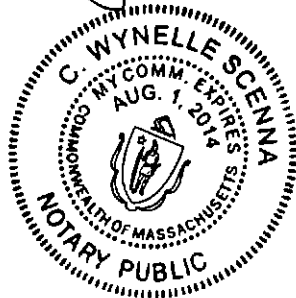
Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary


Signature of Notary

Seal



Seal

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Holdings, Inc.

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby attest to the fact that:

There is no debt financing. The project will be funded with cash and leasing arrangements; and

The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By: 
Mark Lawcett
Vice President & Asst. Treasurer

ITS: _____

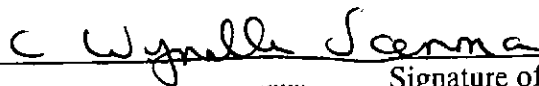
By: 

ITS: Marc Lieber
Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

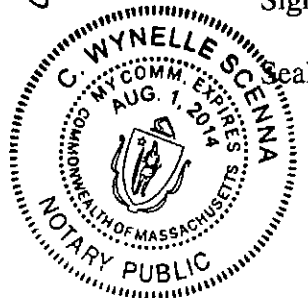
Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary



Signature of Notary

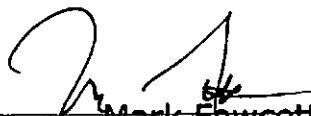
Seal

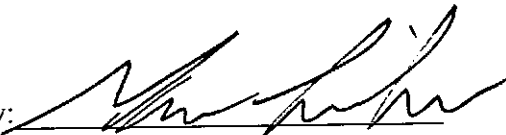


Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Des Plaines, LLC

The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

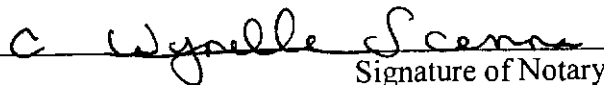
By: 
Mark Fawcett
Title: Vice President & Treasurer

By: 
Marc Lieberman
Title: Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

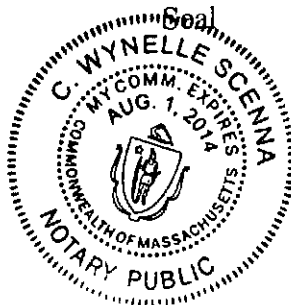
Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary



Signature of Notary

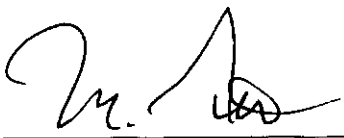
Seal

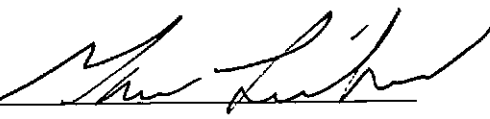



Criterion 1120.310(a) Reasonableness of Financing Arrangements

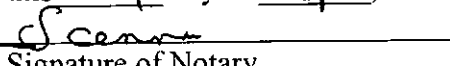
Fresenius Medical Care Holdings, Inc.

The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

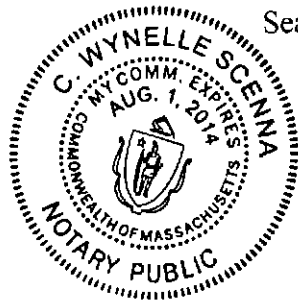
By: 
Mark Fawcett
ITS: Vice President & Asst. Treasurer

By: 
Marc Lieberman
ITS: Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2010

Signature of Notary

Notarization:
Subscribed and sworn to before me
this 7 day of Sept, 2010

Signature of Notary

Seal



Seal

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD		130.50			9,500			1,239,750	1,239,750
Contingency		13.00			9,500			123,500	123,500
TOTALS		143.50			9,500			1,363,250	1,363,250

* Include the percentage (%) of space for circulation

Criterion 1120.310 (d) – Projected Operating Costs

Year 2014

Salaries	\$550,184
Benefits	137,546
Supplies	<u>167,402</u>
Total	\$855,132

Annual Treatments	9,048
Cost Per treatment	\$94.51

Criterion 1120.310 (e) – Total Effect of the Project on Capital Costs

Year 2014

Depreciation/Amortization	\$118,940
Interest	<u>0</u>
CAPITAL COSTS	\$118,940

Treatments:	9,048
Capital Cost per treatment	\$13.15

Charity Care Information

From a charity standpoint Fresenius Medical Care accepts any patient regardless of their ability to pay. Most ESRD patients qualify for Medicare coverage or have private insurance and there are some who qualify for Medicaid. For those patients who don't have insurance and for whatever reason don't pursue government payor sources, Fresenius Medical Care will treat and bill the patient even though payment is not expected. These patients are considered "self-pay" patients. These unpaid accounts are then written off as bad debt. This practice does not meet the Board's definition of Charity Care so therefore, Fresenius Medical Care would have no charity care to report.



MAPQUEST.


Trip to 4248 Commercial Way
 Glenview, IL 60025-3573
 5.25 miles - about 12 minutes


Notes



TO:
 FRESENIUS GLENVIEW






1625 Oakton Pl, Des Plaines, IL 60018-2002


- 
1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.**
go 0.0 mi


- 
2. Turn **RIGHT** onto **E OAKTON ST.**
go 0.2 mi


- 

3. Turn **LEFT** onto **LEE ST / MANNHEIM RD / US-12 W / US-45 N.**
go 1.7 mi

- 

4. Turn **SLIGHT LEFT** onto **US-12 / US-45 / S DES PLAINES RIVER RD / S RIVER RD.** Continue to follow **US-45 / S DES PLAINES RIVER RD / S RIVER RD.**
go 1.4 mi

- 
5. Turn **RIGHT** onto **E CENTRAL RD.**
go 1.5 mi

- 
6. Turn **LEFT** onto **DEARLOVE RD.**
go 0.3 mi

- 
7. Turn **LEFT** onto **COMMERCIAL WAY.**
go 0.1 mi

- 
8. **4248 COMMERCIAL WAY** is on the **LEFT.**
go 0.0 mi



4248 Commercial Way, Glenview, IL 60025-3573

Total Travel Estimate : 5.25 miles - about 12 minutes

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MAPQUEST.













Trip to 4701 N Cumberland Ave
 Chicago, IL 60656-4239
 6.21 miles - about 12 minutes

Notes

TO:
 FRESENIUS NORRIDGE



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|  | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. Continue to follow LEE ST. | go 1.1 mi |
|   | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
|   | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 1.2 mi |
|   | 7. Merge onto N CUMBERLAND AVE / IL-171 S via EXIT 79A. | go 1.5 mi |
|  | 8. 4701 N CUMBERLAND AVE. | go 0.0 mi |



4701 N Cumberland Ave, Chicago, IL 60656-4239

Total Travel Estimate : 6.21 miles - about 12 minutes

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MAPQUEST.

Trip to 17 W Golf Rd
Arlington Heights, IL 60005-3905
6.52 miles - about 12 minutes

Notes

TO:
DSI ARLINGTON HEIGHTS



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 1.2 mi



3. Turn **RIGHT** onto **S MT PROSPECT RD.** go 0.5 mi



4. Turn **LEFT** onto **W ALGONQUIN RD.** go 4.2 mi



5. Turn **SHARP RIGHT** onto **W GOLF RD / IL-58.** go 0.6 mi



6. **17 W GOLF RD** is on the **RIGHT.** go 0.0 mi

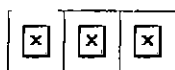


17 W Golf Rd, Arlington Heights, IL 60005-3905

Total Travel Estimate : 6.52 miles - about 12 minutes

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MAPQUEST.

Trip to 9371 N Milwaukee Ave
 Niles, IL 60714-1303
 5.53 miles - about 14 minutes

Notes

TO:
 FRESENIUS NILES

A **1625 Oakton Pl, Des Plaines, IL 60018-2002**

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|   | 3. Turn LEFT onto LEE ST / MANNHEIM RD / US-12 W / US-45 N. | go 1.3 mi |
|   | 4. Turn RIGHT onto MINER ST / US-14 / E NORTHWEST HWY. Continue to follow US-14. | go 3.0 mi |
|  | 5. Turn SLIGHT RIGHT onto W DEMPSTER ST. | go 0.2 mi |
|   | 6. Turn LEFT onto IL-21 / N MILWAUKEE AVE. | go 0.8 mi |
|  | 7. 9371 N MILWAUKEE AVE is on the RIGHT. | go 0.0 mi |

B **9371 N Milwaukee Ave, Niles, IL 60714-1303**
 Total Travel Estimate : 5.53 miles - about 14 minutes

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MAPQUEST.

Trip to 7435 W Talcott Ave


Chicago, IL 60631-3707

7.28 miles - about 14 minutes

Notes



















TO: 

RESURRECTION DIALYSIS





1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|   | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. | go 0.0 mi |
|  | 4. Stay STRAIGHT to go onto LEE ST. | go 1.0 mi |
|   | 5. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 6. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
|   | 7. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 2.7 mi |
|   | 8. Take EXIT 81A toward IL-43 / HARLEM AVE. | go 0.2 mi |
|   | 9. Stay STRAIGHT to go onto W HIGGINS AVE / IL-72 E. | go 0.2 mi |
|   | 10. Turn LEFT onto N HARLEM AVE / IL-43. | go 0.3 mi |
|  | 11. Turn LEFT onto W TALCOTT AVE. | go 0.4 mi |

END

12. 7435 W TALCOTT AVE is on the LEFT.

go 0.0 mi



7435 W Talcott Ave, Chicago, IL 60631-3707

Total Travel Estimate : 7.28 miles - about 14 minutes

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MAPQUEST.

Trip to Biesterfield Rd & Beisner Rd
Elk Grove Village, IL 60007
7.11 miles - about 16 minutes

Notes

TO: FRESENIUS MEDICAL CARE ELK GROVE



★ 1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 4.7 mi



3. Turn **LEFT** onto **S ARLINGTON HEIGHTS RD.** go 1.7 mi



4. Turn **RIGHT** onto **BIESTERFIELD RD.** go 0.8 mi



5. **BIESTERFIELD RD & BEISNER RD.** go 0.0 mi

★ Biesterfield Rd & Beisner Rd, Elk Grove Village, IL 60007

Total Travel Estimate : 7.11 miles - about 16 minutes

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MAPQUEST.

Trip to 5623 W Touhy Ave
Niles, IL 60714-4019
7.25 miles - about 18 minutes

Notes

TO:
DAVITA BIG OAKS



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **RIGHT** onto **E OAKTON ST.** go 4.3 mi



3. Turn **RIGHT** onto **N MILWAUKEE AVE / IL-21**. Continue to follow **N MILWAUKEE AVE.** go 1.2 mi



4. Turn **LEFT** onto **W TOUHY AVE.** go 1.7 mi



5. **5623 W TOUHY AVE** is on the **RIGHT.** go 0.0 mi



5623 W Touhy Ave, Niles, IL 60714-4019

Total Travel Estimate : 7.25 miles - about 18 minutes

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MAPQUEST.














Trip to 4800 N Kilpatrick Ave
 Chicago, IL 60630-1725
 10.51 miles - about 18 minutes

Notes

TO:
 FRESENIUS NORTH KILPATRICK



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|  | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45 . Continue to follow LEE ST. | go 1.1 mi |
|   | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
|   | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 5.8 mi |
|  | 7. Take the LAWRENCE AVE exit, EXIT 84 . | go 0.2 mi |
|  | 8. Turn SLIGHT LEFT onto W LAWRENCE AVE. | go 0.7 mi |
|  | 9. Turn LEFT onto N KENTUCKY AVE. | go 0.1 mi |
|  | 10. Turn LEFT onto N ELSTON AVE. | go 0.0 mi |



11. Turn **LEFT** onto **N KILPATRICK AVE.**

go 0.2 mi



12. **4800 N KILPATRICK AVE** is on the **RIGHT.**

go 0.0 mi

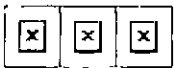


4800 N Kilpatrick Ave, Chicago, IL 60630-1725

Total Travel Estimate : 10.51 miles - about 18 minutes

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MAPQUEST.

Trip to 4180 Winnetka Ave
 Rolling Meadows, IL 60008-1375
 10.78 miles - about 19 minutes

Notes

TO:
 FRESENIUS ROLLING MEADOWS



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 1.2 mi



3. Turn **RIGHT** onto **S MT PROSPECT RD.** go 0.5 mi



4. Turn **LEFT** onto **W ALGONQUIN RD.** go 3.4 mi



5. Turn **LEFT** onto **S ARLINGTON HEIGHTS RD.** go 0.0 mi



6. Merge onto **I-90 W / JANE ADDAMS MEMORIAL TOLLWAY** toward **ROCKFORD** (Portions toll). go 2.0 mi



7. Merge onto **IL-53 N** toward **NORTHWEST SUBURBS.** go 2.7 mi



8. Merge onto **W EUCLID AVE.** go 0.5 mi



9. Turn **RIGHT** onto **HICKS RD.** go 0.3 mi



10. Turn **RIGHT** onto **WINNETKA AVE.** go 0.0 mi

END

11. 4180 WINNETKA AVE is on the LEFT.

go 0.0 mi



4180 Winnetka Ave, Rolling Meadows, IL 60008-1375

Total Travel Estimate : 10.78 miles - about 19 minutes

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MAPQUEST.

Trip to 200 E North Ave
Villa Park, IL 60181-1221
11.83 miles - about 19 minutes

Notes

TO:
FRESENIUS VILLA PARK



A 1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 3.2 mi



3. Turn **LEFT** onto **BUSSE RD / IL-83 S.** Continue to follow **IL-83 S.** go 8.2 mi



4. Turn **RIGHT** onto **W NORTH AVE / IL-64 W.** go 0.4 mi



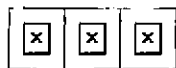
5. **200 E NORTH AVE** is on the **RIGHT.** go 0.0 mi

B 200 E North Ave, Villa Park, IL 60181-1221

Total Travel Estimate : 11.83 miles - about 19 minutes

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MAPQUEST.

Trip to 9801 Woods Dr

Skokie, IL 60077-1074

9.18 miles - about 21 minutes

Notes

TO:

FRESENIUS SKOKIE



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.**

go 0.0 mi



2. Turn **RIGHT** onto **E OAKTON ST.**

go 0.2 mi



3. Turn **LEFT** onto **LEE ST / MANNHEIM RD / US-12 W / US-45 N.**

go 1.7 mi



4. Turn **SLIGHT LEFT** onto **US-12 / US-45 / S DES PLAINES RIVER RD / S RIVER RD.** Continue to follow **US-45 / S DES PLAINES RIVER RD / S RIVER RD.**

go 0.6 mi



5. Turn **RIGHT** onto **IL-58 / E GOLF RD.** Continue to follow **E GOLF RD.**

go 6.4 mi



6. Turn **LEFT** onto **WOODS DR.**

go 0.3 mi



7. **9801 WOODS DR** is on the **RIGHT.**

go 0.0 mi



9801 Woods Dr, Skokie, IL 60077-1074

Total Travel Estimate : 9.18 miles - about 21 minutes

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MAPQUEST.

Trip to 719 W North Ave
 Melrose Park, IL 60160-1612
 10.09 miles - about 21 minutes

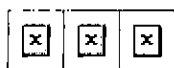
Notes

TO:
 FRESENIUS NORTH AVENUE

A 1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|--|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|   | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. | go 0.0 mi |
|   | 4. Turn SLIGHT LEFT onto MANNHEIM RD / US-12 E / US-45 S. | go 4.3 mi |
|  | 5. Turn LEFT onto LAWRENCE AVE. | go 0.8 mi |
|  | 6. Turn RIGHT onto RIVER RD. | go 0.9 mi |
|  | 7. RIVER RD becomes DES PLAINES RIVER RD. | go 2.9 mi |
|   | 8. Turn SLIGHT RIGHT onto N 1ST AVE / IL-171. | go 0.5 mi |
|   | 9. Turn RIGHT onto W NORTH AVE / IL-64 W. | go 0.4 mi |
|  | 10. 719 W NORTH AVE is on the RIGHT. | go 0.0 mi |

B 719 W North Ave, Melrose Park, IL 60160-1612



MAPQUEST.















Trip to 7009 W Belmont Ave
 Chicago, IL 60634-4533
 10.09 miles - about 21 minutes

Notes

TO:
 DAVITA MONTCLARE



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|--|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|   | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. | go 0.0 mi |
|   | 4. Turn SLIGHT LEFT onto MANNHEIM RD / US-12 E / US-45 S. | go 4.3 mi |
|  | 5. Turn LEFT onto LAWRENCE AVE. | go 0.8 mi |
|  | 6. Turn RIGHT onto RIVER RD. | go 0.9 mi |
|   | 7. Turn LEFT onto IRVING PARK RD / IL-19. | go 1.0 mi |
|   | 8. Turn RIGHT onto N CUMBERLAND AVE / IL-171 S. | go 1.0 mi |
|  | 9. Turn LEFT onto W BELMONT AVE. | go 1.8 mi |
|  | 10. 7009 W BELMONT AVE is on the RIGHT. | go 0.0 mi |



7009 W Belmont Ave, Chicago, IL 60634-4533



MAPQUEST.


Trip to 405 Lake Cook Rd
 Deerfield, IL 60015-4993
 13.10 miles - about 22 minutes


Notes



TO:
 FRESENIUS DEERFIELD







1625 Oakton Pl, Des Plaines, IL 60018-2002



- 
1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.**
go 0.0 mi


- 
2. Turn **RIGHT** onto **E OAKTON ST.**
go 0.2 mi


- 

3. Turn **LEFT** onto **LEE ST / MANNHEIM RD / US-12 W / US-45 N.**
go 1.7 mi


- 

4. Turn **SLIGHT LEFT** onto **US-12 / US-45 / S DES PLAINES RIVER RD / S RIVER RD.** Continue to follow **US-45 / S DES PLAINES RIVER RD / S RIVER RD.**
go 0.6 mi

- 

5. Turn **RIGHT** onto **IL-58 / E GOLF RD.**
go 1.1 mi

- 

6. Merge onto **I-294 N** toward **WISCONSIN** (Portions toll).
go 7.5 mi

- 
7. Take the **LAKE-COOK ROAD** exit.
go 0.4 mi

- 
8. Turn **RIGHT** onto **LAKE COOK RD.**
go 1.7 mi

- 
9. **405 LAKE COOK RD** is on the **RIGHT.**
go 0.0 mi



405 Lake Cook Rd, Deerfield, IL 60015-4993

Total Travel Estimate : 13.10 miles - about 22 minutes

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MAPQUEST.

Trip to 1156 S Roselle Rd
Schaumburg, IL 60193-4072
13.12 miles - about 22 minutes

Notes

TO:
DSI SCHAUMBURG



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 3.2 mi



3. Turn **LEFT** onto **BUSSE RD / IL-83 S.** go 2.7 mi



4. Turn **RIGHT** onto **THORNDALE AVE / CR-26 W.** go 3.8 mi



5. Stay **STRAIGHT** to go onto **ELGIN OHARE EXPY W.** go 2.3 mi



6. Take the **ROSELLE RD** ramp. go 0.3 mi



7. Turn **RIGHT** onto **S ROSELLE RD.** go 0.8 mi



8. **1156 S ROSELLE RD** is on the **LEFT.** go 0.0 mi



1156 S Roselle Rd, Schaumburg, IL 60193-4072

Total Travel Estimate : 13.12 miles - about 22 minutes

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MAPQUEST.

Trip to 2620 W Addison St
 Chicago, IL 60618-5905
 13.18 miles - about 22 minutes

Notes

TO:
 FRESENIUS NORTHCENTER



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **RIGHT** onto **E OAKTON ST.** go 0.2 mi



3. Turn **RIGHT** onto **LEE ST / MANNHEIM RD / US-12 / US-45.** Continue to follow **LEE ST.** go 1.1 mi



4. Turn **LEFT** onto **IL-72 / W HIGGINS RD.** go 0.3 mi



5. Merge onto **I-90 E / JANE ADDAMS MEMORIAL TOLLWAY** via the ramp on the **LEFT** toward **CHICAGO** (Portions toll). go 1.9 mi



6. Keep **RIGHT** at the fork to go on **I-90 E** (Portions toll). go 8.2 mi



7. Take the **ADDISON ST** exit, **EXIT 45A.** go 0.2 mi



8. Turn **LEFT** onto **W ADDISON ST.** go 1.3 mi



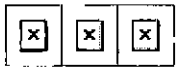
9. **2620 W ADDISON ST** is on the **LEFT.** go 0.0 mi



2620 W Addison St, Chicago, IL 60618-5905

Total Travel Estimate : 13.18 miles - about 22 minutes

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MAPQUEST.

Trip to 2659 N Milwaukee Ave
 Chicago, IL 60647-1643
 13.25 miles - about 22 minutes

Notes

TO:
 DAVITA LOGAN SQUARE

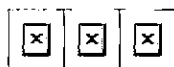


1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|--|---|-----------|
| | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
| | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
| | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. Continue to follow LEE ST. | go 1.1 mi |
| | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
| | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
| | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 8.8 mi |
| | 7. Take the KIMBALL AVE exit, EXIT 45B. | go 0.2 mi |
| | 8. Turn RIGHT onto N KIMBALL AVE. | go 0.6 mi |
| | 9. Turn SLIGHT LEFT onto N MILWAUKEE AVE. | go 0.2 mi |
| | 10. 2659 N MILWAUKEE AVE is on the LEFT. | go 0.0 mi |



2659 N Milwaukee Ave, Chicago, IL 60647-1643



MAPQUEST.

Trip to 7301 N Lincoln Ave
Lincolnwood, IL 60712-1709
8.92 miles - about 23 minutes

Notes

TO:
CENTER FOR RENAL REPLACEMENT



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **RIGHT** onto **E OAKTON ST.** go 4.3 mi



3. Turn **RIGHT** onto **N MILWAUKEE AVE / IL-21**. Continue to follow **N MILWAUKEE AVE.** go 1.2 mi



4. Turn **LEFT** onto **W TOUHY AVE.** go 3.2 mi



5. Turn **SHARP LEFT** onto **N LINCOLN AVE / US-41.** go 0.2 mi



6. **7301 N LINCOLN AVE** is on the **RIGHT.** go 0.0 mi



7301 N Lincoln Ave, Lincolnwood, IL 60712-1709

Total Travel Estimate : 8.92 miles - about 23 minutes

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MAPQUEST.

Trip to 1291 W Dundee Rd
Buffalo Grove, IL 60089-4009
10.45 miles - about 23 minutes

Notes













TO: 

DSI BUFFALO GROVE 





1625 Oakton Pl, Des Plaines, IL 60018-2002

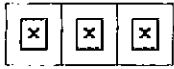
-  1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi
-  2. Turn **LEFT** onto **E OAKTON ST.** go 0.6 mi
-  3. Turn **RIGHT** onto **S WOLF RD.** go 1.9 mi
-   4. Turn **RIGHT** onto **IL-58 / E GOLF RD / N WOLF RD.** go 0.2 mi
-  5. Enter next **roundabout** and take 3rd exit onto **N WOLF RD.** go 0.5 mi
-   6. Turn **LEFT** onto **RAND RD / US-12.** go 5.1 mi
-  7. Turn **SLIGHT RIGHT** onto **N ARLINGTON HEIGHTS RD.** go 1.9 mi
-   8. Turn **LEFT** onto **W DUNDEE RD / IL-68.** go 0.0 mi
-  9. **1291 W DUNDEE RD** is on the **LEFT.** go 0.0 mi



1291 W Dundee Rd, Buffalo Grove, IL 60089-4009

Total Travel Estimate : 10.45 miles - about 23 minutes

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MAPQUEST.















Trip to 4935 W Belmont Ave
 Chicago, IL 60641-4332
 12.08 miles - about 23 minutes

Notes

TO:
 FRESENIUS WEST BELMONT



★ 1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|  | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. Continue to follow LEE ST. | go 1.1 mi |
|   | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
|   | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 5.8 mi |
|  | 7. Take the LAWRENCE AVE exit, EXIT 84. | go 0.2 mi |
|  | 8. Turn SHARP RIGHT onto W LAWRENCE AVE. | go 0.2 mi |
|  | 9. Turn LEFT onto N MILWAUKEE AVE. | go 1.2 mi |
|   | 10. Turn SLIGHT RIGHT onto N CICERO AVE / IL-50. | go 1.0 mi |



11. Turn **RIGHT** onto **W BELMONT AVE.**

go 0.2 mi



12. **4935 W BELMONT AVE** is on the **LEFT.**

go 0.0 mi



4935 W Belmont Ave, Chicago, IL 60641-4332

Total Travel Estimate : 12.08 miles - about 23 minutes

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MAPQUEST.














Trip to [2451-2499] Wolf Rd
Westchester, IL 60154
15.90 miles - about 23 minutes

Notes

TO:
FRESENIUS WESTCHESTER



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|------------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|  | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45 . Continue to follow LEE ST. | go 1.1 mi |
|   | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.5 mi |
|  | 6. Take the exit toward I-294 S / INDIANA / I-190 W / O'HARE . | go 0.1 mi |
|   | 7. Merge onto I-294 S via the exit on the LEFT toward INDIANA (Portions toll). | go 11.4 mi |
|  | 8. Take the CERMAK RD / 22ND STREET exit. | go 0.1 mi |
|  | 9. Take the ramp toward WESTCHESTER . | go 0.0 mi |
|  | 10. Merge onto W 22ND ST / CERMAK RD. | go 0.9 mi |



MAPQUEST.

Trip to 1111 Superior St

Melrose Park, IL 60160-4138

11.42 miles - about 24 minutes














Notes

TO:

FRESENIUS MELROSE PARK



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|--|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|   | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. | go 0.0 mi |
|   | 4. Turn SLIGHT LEFT onto MANNHEIM RD / US-12 E / US-45 S. | go 4.3 mi |
|  | 5. Turn LEFT onto LAWRENCE AVE. | go 0.8 mi |
|  | 6. Turn RIGHT onto RIVER RD. | go 0.9 mi |
|  | 7. RIVER RD becomes DES PLAINES RIVER RD. | go 2.9 mi |
|   | 8. Turn SLIGHT RIGHT onto N 1ST AVE / IL-171. | go 1.6 mi |
|  | 9. Turn RIGHT onto CHICAGO AVE. | go 0.6 mi |
|  | 10. Turn LEFT onto N 11TH AVE. | go 0.0 mi |



11. Turn **RIGHT** onto **SUPERIOR ST.**

go 0.0 mi



12. **1111 SUPERIOR ST** is on the **LEFT.**

go 0.0 mi



1111 Superior St, Melrose Park, IL 60160-4138

Total Travel Estimate : 11.42 miles - about 24 minutes

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MAPQUEST.

Trip to 1444 W Willow St
 Chicago, IL 60642-1524
 15.72 miles - about 24 minutes

Notes

FRESENIUS WEST WILLOW

A **1625 Oakton Pl, Des Plaines, IL 60018-2002**

- | | | |
|---|---|------------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
|  | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. Continue to follow LEE ST. | go 1.1 mi |
|   | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
|   | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
|   | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 11.4 mi |
|  | 7. Take the ARMITAGE AVE exit, EXIT 48A. | go 0.2 mi |
|  | 8. Turn LEFT onto W ARMITAGE AVE. | go 0.2 mi |
|  | 9. Turn RIGHT onto N ELSTON AVE. | go 0.3 mi |
|  | 10. Turn LEFT onto W WILLOW ST. | go 0.0 mi |

END

11. 1444 W WILLOW ST is on the LEFT.

go 0.0 mi



1444 W Willow St, Chicago, IL 60642-1524

Total Travel Estimate : 15.72 miles - about 24 minutes

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MAPQUEST.








Trip to 3150 W Higgins Rd
 Hoffman Est, IL 60169-7237
 13.84 miles - about 25 minutes

Notes

TO:
 FRESENIUS HOFFMAN ESTATES



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|--|------------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn LEFT onto E OAKTON ST. | go 3.3 mi |
|   | 3. Turn SLIGHT RIGHT onto E HIGGINS RD / IL-72 W. | go 10.3 mi |
|  | 4. Turn RIGHT onto GREENSPPOINT PKWY. | go 0.0 mi |
|  | 5. Turn LEFT onto W HIGGINS RD. | go 0.0 mi |
|  | 6. 3150 W HIGGINS RD is on the RIGHT. | go 0.0 mi |



3150 W Higgins Rd, Hoffman Est, IL 60169-7237

Total Travel Estimate : 13.84 miles - about 25 minutes

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11. Turn **RIGHT** onto **WOLF RD / S WOLF RD.**

go 0.3 mi



12. **[2451-2499] WOLF RD.**

go 0.0 mi



[2451-2499] Wolf Rd, Westchester, IL 60154

Total Travel Estimate : 15.90 miles - about 23 minutes

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MAPQUEST.














Trip to 690 E Dundee Rd
 Palatine, IL 60074-2818
 15.34 miles - about 25 minutes

Notes

TO:
 FRESENIUS PALATINE



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|---|---|-----------|
|  | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
|  | 2. Turn LEFT onto E OAKTON ST. | go 1.2 mi |
|  | 3. Turn RIGHT onto S MT PROSPECT RD. | go 0.5 mi |
|  | 4. Turn LEFT onto W ALGONQUIN RD. | go 3.4 mi |
|  | 5. Turn LEFT onto S ARLINGTON HEIGHTS RD. | go 0.0 mi |
|   | 6. Merge onto I-90 W / JANE ADDAMS MEMORIAL TOLLWAY toward ROCKFORD (Portions toll). | go 2.0 mi |
|   | 7. Merge onto IL-53 N toward NORTHWEST SUBURBS. | go 6.5 mi |
|  | 8. Take the IL-68 W / IL-53 N exit. | go 0.3 mi |
|   | 9. Turn LEFT onto IL-68 / W DUNDEE RD / IL-53. Continue to follow IL-68 / W DUNDEE RD. | go 1.2 mi |
|  | 10. 690 E DUNDEE RD is on the RIGHT. | go 0.0 mi |



690 E Dundee Rd, Palatine, IL 60074-2818



MAPQUEST.

Trip to 1201 W Roosevelt Rd
 Maywood, IL 60153-4046
 16.76 miles - about 25 minutes

Notes

TO:
 LOYOLA DIALYSIS CENTER



★ 1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **RIGHT** onto **E OAKTON ST.** go 0.2 mi



3. Turn **RIGHT** onto **LEE ST / MANNHEIM RD / US-12 / US-45.** go 0.0 mi



4. Stay **STRAIGHT** to go onto **LEE ST.** go 1.0 mi



5. Turn **LEFT** onto **IL-72 / W HIGGINS RD.** go 0.3 mi



6. Merge onto **I-90 E / JANE ADDAMS MEMORIAL TOLLWAY** via the ramp on the **LEFT** toward **CHICAGO** (Portions toll). go 1.5 mi



7. Merge onto **I-294 S** toward **INDIANA** (Portions toll). go 9.0 mi



8. Merge onto **I-290 E / EISENHOWER EXPY E** toward **CHICAGO.** go 3.8 mi



9. Take the **17TH AVE** exit, **EXIT 19A.** go 0.2 mi



10. Stay **STRAIGHT** to go onto **BATAAN DR.** go 0.0 mi



11. Turn **RIGHT** onto **S 17TH AVE.** go 0.5 mi

135



12. Turn LEFT onto W ROOSEVELT RD.

go 0.3 mi



13. 1201 W ROOSEVELT RD.

go 0.0 mi



1201 W Roosevelt Rd, Maywood, IL 60153-4046

Total Travel Estimate : 16.76 miles - about 25 minutes

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MAPQUEST.














Trip to 103 Forest Ave
River Forest, IL 60305-2003
12.24 miles - about 26 minutes

Notes

TO:
FRESENIUS RIVER FOREST



1625 Oakton Pl, Des Plaines, IL 60018-2002

-  1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi
-  2. Turn **RIGHT** onto **E OAKTON ST.** go 0.2 mi
-   3. Turn **RIGHT** onto **LEE ST / MANNHEIM RD / US-12 / US-45.** go 0.0 mi
-   4. Turn **SLIGHT LEFT** onto **MANNHEIM RD / US-12 E / US-45 S.** go 4.3 mi
-  5. Turn **LEFT** onto **LAWRENCE AVE.** go 0.8 mi
-  6. Turn **RIGHT** onto **RIVER RD.** go 0.9 mi
-  7. **RIVER RD** becomes **DES PLAINES RIVER RD.** go 2.9 mi
-   8. Turn **SLIGHT RIGHT** onto **N 1ST AVE / IL-171.** go 2.3 mi
-  9. Turn **LEFT** onto **WASHINGTON BLVD.** go 0.7 mi
-  10. Turn **RIGHT** onto **FOREST AVE.** go 0.1 mi

END

11. 103 FOREST AVE is on the LEFT.

go 0.0 mi



103 Forest Ave, River Forest, IL 60305-2003

Total Travel Estimate : 12.24 miles - about 26 minutes

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MAPQUEST.

Trip to 5140 N California Ave
 Chicago, IL 60625-3645
 12.88 miles - about 26 minutes

Notes

TO:
 NEPHRON DIALYSIS



1625 Oakton Pl, Des Plaines, IL 60018-2002

- | | | |
|--|---|-----------|
| | 1. Start out going NORTH on OAKTON PL toward E OAKTON ST. | go 0.0 mi |
| | 2. Turn RIGHT onto E OAKTON ST. | go 0.2 mi |
| | 3. Turn RIGHT onto LEE ST / MANNHEIM RD / US-12 / US-45. Continue to follow LEE ST. | go 1.1 mi |
| | 4. Turn LEFT onto IL-72 / W HIGGINS RD. | go 0.3 mi |
| | 5. Merge onto I-90 E / JANE ADDAMS MEMORIAL TOLLWAY via the ramp on the LEFT toward CHICAGO (Portions toll). | go 1.9 mi |
| | 6. Keep RIGHT at the fork to go on I-90 E (Portions toll). | go 5.8 mi |
| | 7. Take the LAWRENCE AVE exit, EXIT 84. | go 0.2 mi |
| | 8. Turn SLIGHT LEFT onto W LAWRENCE AVE. | go 3.0 mi |
| | 9. Turn LEFT onto N CALIFORNIA AVE. | go 0.4 mi |
| | 10. 5140 N CALIFORNIA AVE. | go 0.0 mi |



5140 N California Ave, Chicago, IL 60625-3645



MAPQUEST.

Trip to 33 W Higgins Rd
South Barrington, IL 60010-9115
14.78 miles - about 26 minutes

Notes

TO:
ARA SOUTH BARRINGTON



1625 Oakton Pl, Des Plaines, IL 60018-2002



1. Start out going **NORTH** on **OAKTON PL** toward **E OAKTON ST.** go 0.0 mi



2. Turn **LEFT** onto **E OAKTON ST.** go 3.3 mi



3. Turn **SLIGHT RIGHT** onto **E HIGGINS RD / IL-72 W.** go 11.3 mi



4. Make a **U-TURN** at **W MUNDHANK RD** onto **W HIGGINS RD / IL-72 E.** go 0.1 mi



5. **33 W HIGGINS RD** is on the **RIGHT.** go 0.0 mi



33 W Higgins Rd, South Barrington, IL 60010-9115

Total Travel Estimate : 14.78 miles - about 26 minutes

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September 10, 2010

Mr. Dale Galassie
Acting Chair
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Dear Mr. Galassie:

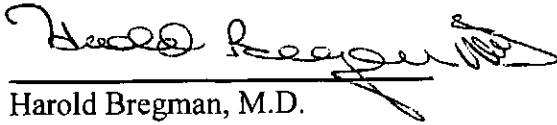
I am a nephrologist in practice with Associates in Nephrology (AIN) in the north suburbs and am also the Medical Director of the Fresenius Medical Care Niles dialysis facility. I am in full support of the proposed 12 station Fresenius Medical Care Des Plaines facility. I am seeing an increase in Chronic Kidney Disease (CKD) patients in my practice to a point where I do not feel there will be adequate access to services in the upcoming years.

Over the past three years (in those facilities listed below) AIN was treating 145 hemodialysis patients at the end of 2007, 133 patients at the end of 2008 and 137 patients at the end of 2009, as reported to The Renal Network. As of the most recent quarter, AIN was treating 145 hemodialysis patients. As well, over the past twelve months AIN has referred 59 new patients for hemodialysis services to Fresenius Niles, Glenview and Norridge. AIN currently has 99 pre-ESRD patients that live in the immediate Des Plaines area who will require dialysis within the next 12 months and will have to be referred to Fresenius Medical Care Niles, Glenview and Norridge per the patient's choice and place of residence. These patients along with those who live near those facilities will bring those facilities above utilization standards. AIN also has another 211 pre-ESRD patients who will likely be referred to the Des Plaines facility within 2 years after the opening of the facility. (see attached lists of patients) These patients all have lab values indicative of a patient in active kidney failure.

I respectfully ask the Board to approve Fresenius Medical Care Des Plaines in order to keep access available to evidenced growing number of patients presenting with CKD in the north suburban Cook County area. Thank you for your consideration.

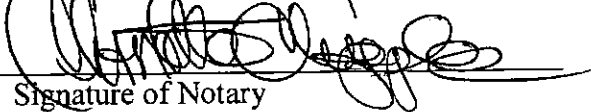
I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

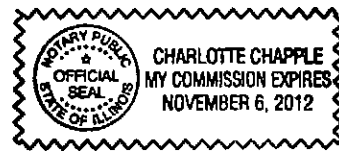

Harold Bregman, M.D.

Notarization:

Subscribed and sworn to before me
this 15th day of September 2010


Signature of Notary

Seal



**PRE-ESRD PATIENTS AIN EXPECTS TO REFER TO FRESENIUS MEDICAL
CARE NILES, NORRIDGE AND GLENVIEW IN THE NEXT 12 MONTHS)**

Zip Code	Patients
60005	14
60008	9
60016	26
60018	14
60056	24
60068	11
60176	1
Total	99

**PRE-ESRD PATIENTS AIN EXPECTS TO REFER TO FRESENIUS MEDICAL
CARE DES PLAINES IN THE 1ST 2 YEARS (24 MONTHS)
AFTER PROJECT COMPLETION**

Zip Code	Patients
60005	19
60008	20
60016	60
60018	18
60056	54
60068	33
60106	1
60131	2
60143	1
60173	2
60176	1
Total	211

NEW REFERRALS OF AIN FOR THE PAST TWELVE MONTHS
FOR NORTH SUBURBS
SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010

Dr. Bregman

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60004		1		1
60016	1	4		5
60053		1		1
60068		1		1
60074		1		1
60169			1	1
60176			1	1
60625		1		1
60630		1		1
60631			2	2
60634			1	1
60656			1	1
60712		1		1
60714	1	4		5
Totals	2	15	6	23

Dr. Kniaz

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60016		6		6
60018		2		2
60025		1		1
60053		2		2
60070		1		1
60073		1		1
60171		1		1
60608		1		1
60631			1	1
60649		1		1
60656		1		1
60706			1	1
60714		4		4
Totals	0	21	2	23

Dr. Patel

Zip Code	Fresenius Medical Care			Total
	Glenview	Niles	Norridge	
60018		1		1
60056		1		1
60068			1	1
60073		1		1
60631		1	2	3
60656			2	2
60706			3	3
60714		1		1
Totals	0	5	8	13

Grand Total 59

PATIENTS OF AIN AT YEAR END 2007
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004	1			1
60016	1		1	2
60047		1		1
60056	1			1
60062	2	1		3
60089		1		1
60090		2	1	3
60430	1			1
Total	6	5	2	13

Fresenius Lutheran General

52807	2			2
60008		1		1
60016	14	8		22
60018	3	3	2	8
60025	3	2		5
60053	3	5		8
60056	3			3
60062	2			2
60068	3	1		4
60070	1			1
60076		1		1
60077	1			1
60106		1		1
60108		1		1
60630	1			1
60631	1			1
60641	1			1
60646	1			1
60656		2		2
60708		1		1
60714	4	5		9
Total	43	31	2	76

Niles

52807	1			1
60005		1		1
60008			1	1
60016			1	1
60016	2	1	1	4
60018			1	1
60050		1		1
60068	1			1
60070			1	1
60093			1	1
60194			1	1
60626		1		1
60630	2	1	2	5
60631	1			1
60634	1			1
60641			1	1
60644	1			1
60645	1			1
60646			1	1
60646	1		2	3
60656	1		1	2
60714	1	1	4	6
Total	13	6	18	37

Fresenius Norridge

60130		1		1
60171		1		1
60631			1	1
60634		1		1
60641		3		3
60646			1	1
60655			1	1
60656		3	2	5
Total		9	5	14

DSI Buffalo Grove

60004	1			1
60089	1			1
Total	2			2

Fresenius Rolling Meadows

60005		1		1
Total		1		1

Fresenius Round Lake

60073		1		1
Total		1		1

Fresenius Elk Grove

60004		1		1
Total		1		1

Grand Total	145
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PATIENTS OF AIN AT YEAR END 2008
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004			1	1
60016	2	1	1	4
60056	1		1	2
60062		1	2	3
60090		1	2	3
60430		1		1
Total	3	4	7	14

Fresenius Niles

60008		1		1
60016			2	2
60016	13	8	6	27
60018	5	4	3	12
60025	3	3		6
60053	4	3		7
60056	1	1		2
60062	2			2
60068	1	1	1	3
60070	1	2		3
60076		1		1
60077			1	1
60093			1	1
60108		1		1
60194			1	1
60626			1	1
60630	2	2		4
60631	1			1
60631	1			1
60634		1		1
60641	1	1		2
60645			1	1
60646	2			2
60656	1	1	1	3
60712	1		1	2
60714	2	7	3	12
Total	41	37	22	100

Fresenius Norridge

60018	1			1
60068			1	1
60171			1	1
60176			2	2
60631	1			1
60634		2		2
60641			2	2
60646			1	1
60655	1			1
60656	2	1		3
Total	5	3	7	15

Fresenius Rolling Meadows

60005		1		1
Total		1		1

Fresenius Round Lake

60073		1		1
Total		1		1

Fresenius Hoffman Estates

60193		1		1
Total		1		1

DSI Buffalo Grove

60004	1			1
Total	1			1

Grand Total 133 Physician Referral Letter

APPENDIX - 2

PATIENTS OF AIN AT YEAR END 2009
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview

Zip Code	Dr. Bregman	Dr. Kniaz	Dr. Patel	Total
60004	1			1
60016	2	1		3
60056	2			2
60062	2		1	3
60077			1	1
60090		2	1	3
60430		1		1
Total	7	4	3	14

Fresenius Niles

60004		1		1
60008	1			1
60016		2		2
60016	4	11	9	24
60018	1	7	1	9
60025	1	3	1	5
60053	3	2	4	9
60056		1	1	2
60062		1		1
60068		3		3
60070	1	1		2
60073	1			1
60076		1		1
60077	1			1
60093		1		1
60171	1			1
60194		1		1
60625	2			2
60626		1		1
60630		3	1	4
60631		1		1
60631	1		2	3
60641	1			1
60645		1		1
60646	1	1	1	3
60656		3		3
60712		1		1
60714	4	10	4	17
Total	23	56	24	103

Fresenius Norridge

60018			1	1
60068			1	1
60171	1			1
60176	1			1
60631	1		4	5
60634			2	2
60641			1	1
60656			3	3
60706	2		3	5
Total	5		15	20

Grand Total **137**

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147

PATIENTS OF AIN AT END OF 2ND QUARTER 2010
BY FACILITY AND ZIP CODE FOR NORTH SUBURBS

Fresenius Glenview					
Zip Code	Dr. Bregmar	Dr. Kniatz	Dr. Patel	Total	
60004			1	1	
60016		4	2	6	
60056			2	2	
60062	1		2	3	
60077	1			1	
60090	1		1	2	
Total	3	4	8	15	
Fresenius Niles					
60004	2			2	
60008			1	1	
60016	12		12	24	
60018	7		3	10	
60025	3		3	6	
60053	4		5	9	
60056			2	2	
60062			1	1	
60068	1		1	2	
60070	2			2	
60073			2	2	
60074			1	1	
60076	1			1	
60093			1	1	
60171			1	1	
60194	1			1	
60625			1	1	
60626	1			1	
60630	1		3	4	
60631			3	2	
60641			1	1	
60645	1			1	
60646			3	3	
60649			2	2	
60656	1			1	
60712	1			1	
60714	8		15	21	
Total	46		61	107	
Fresenius Norridge					
60018		1		1	
60068			3	3	
60171	1			1	
60176	3			3	
60631		2		2	
60634		1	1	2	
60641			1	1	
60656		3	2	5	
60706	2	1	2	5	
Total	6	8	9	23	
				Grand Total	145