

11-054

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION JUL $\,\,0\,\,6\,\,$ 2011

This Section must be completed for all projects.

OARD

HEALTH FACILITIE SERVICES REVIEW B
Facility/Project Identification
Facility Name: Fresenius Medical Care Northfield
Street Address: 480 Central Avenue
City and Zip Code: Northfield 60093
County: Cook Health Service Area 7 Health Planning Area:
Applicant /Co-Applicant Identification [Provide for each co-applicant [refer to Part 1130.220].
Exact Legal Name: Fresenius Medical Care of Illinois, LLC d/b/a Fresenius Medical Care Northfield
Address: 920 Winter Street, Waltham, MA 02451
Name of Registered Agent: CT Systems
Name of Chief Executive Officer: Rice Powell
CEO Address: 920 Winter Street, Waltham, MA 02451
Telephone Number: 800-662-1237
Telephone Number: 600-002-7237
Time of Oursellin of Applicant/Co Applicant
Type of Ownership of Applicant/Co-Applicant
□ Non-marit Comparation □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
Non-profit Corporation Partnership
For-profit Corporation Governmental
Limited Liability Company Sole Proprietorship Other
 Corporations and limited liability companies must provide an Illinois certificate of good standing.
 Partnerships must provide the name of the state in which organized and the name and address of
each partner specifying whether each is a general or limited partner.
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: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care
Address: One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154
Telephone Number: 708-498-9121
E-mail Address: lori.wright@fmc-na.com
Fax Number: 708-498-9334
Additional Contact
[Person who is also authorized to discuss the application for permit]
Name: Brian Brandenburg
Title: Regional Vice President
Company Name: Fresenius Medical Care
Address: 557 W. Polk Street, Chicago, IL 60607
Telephone Number: 312-583-9072
E-mail Address: brian.brandenburg@fmc-na.com
Fax Number: 312-583-9081

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				
	OYED BY THE LICENSED HEALT	H CARE FAC	CILITY AS DEFINED AT 20 ILC	CS 3960
	: Lori Wright			
Title:	Senior CON Specialist			
Comp	any Name: Fresenius Medical Care)		
	ss: One Westbrook Corporate Cent	<u>ter, Tower On</u>	<u>e, Suite 1000, Westchester, IL</u>	60154
Teleph	none Number: 708-498-9121			
	Address: lori.wright@fmc-na.com	<u> </u>		
Fax N	umber: 708-498-9334			
Δddit	tional Contact			
	on who is also authorized to discuss	the application	n for permit]	
	: Clare Ranalli			
	Attorney			
	any Name: Holland & Knight, LLP			
	ss: 131 S. Dearborn, 30 th Floor, Ch	nicago IL 600	503	
	hone Number: 312-578-6567			
	Address: clare.ranalli@hklaw.com			
	umber: 312-578-6666			
Fax IV	umber. 372-378-0000			
0:4- (3 h i			
	Ownership	de elle!		
	de this information for each applicab		Dartners ID	
	Legal Name of Site Owner: Cer			
	ess of Site Owner: 480 Central A			
Stree	t Address or Legal Description of	f Site: <i>480 C</i>	entral Avenue, Northfield, 600	93
Proof	of ownership or control of the site is	to be provided	as Attachment 2. Examples of	proof of ownership
	operty tax statement, tax assessor's			ine corporation
attesti	ng to ownership, an option to lease, a	a letter of inter	nt to lease or a lease.	
ADDEN	D DOCUMENTATION AS ATTACHMENT-2	IN NUMERIC S	FOLIENTIAL ORDER AFTER THE LA	AST PAGE OF THE
APPLIC	CATION FORM.	4 IN NOMETHO	Eddelit Me officer ()	
7.0				
Oper	ating Identity/Licensee			
Provi	de this information for each applicab	ole facility, and	l insert after this page.]	
Exact	Legal Name: Fresenius Medical Ca	are of Illinois.	LLC d/b/a Fresenius Medical C	are Northfield
Addre	ss: 920 Winter Street, Waltham, Ma	A 02451		
7,444.6	<u> </u>			
1 —	Non-profit Corporation		Partnership	
ΙП		_		
	For-profit Corporation		Governmental	
	For-profit Corporation Limited Liability Company			☐ Other
	Limited Liability Company		Governmental Sole Proprietorship	
	Limited Liability Company Corporations and limited liability of	:ompanies mu	Governmental Sole Proprietorship st provide an Illinois Certificate	e of Good Standing.
	Limited Liability Company Corporations and limited liability of Partnerships must provide the national control of the partnerships must provide the national control of the partnerships must provide the national control of the partnerships must provide the partnerships must p	me of the state	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the n	e of Good Standing.
	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether each partner specific	me of the state each is a gene	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the negation or limited partner.	e of Good Standing. ame and address of
	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether each partner specific	me of the state each is a gene	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the negation or limited partner.	e of Good Standing. ame and address of
0	Corporations and limited liability of Partnerships must provide the nareach partner specifying whether expersons with 5 percent or great ownership.	me of the state each is a gene ter interest in	Governmental Sole Proprietorship est provide an Illinois Certificate in which organized and the neral or limited partner. In the licensee must be identified.	e of Good Standing. came and address of
o o APPEN	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether expersons with 5 percent or great ownership.	me of the state each is a gene ter interest in	Governmental Sole Proprietorship est provide an Illinois Certificate in which organized and the neral or limited partner. In the licensee must be identified.	e of Good Standing. came and address of
o o APPEN	Corporations and limited liability of Partnerships must provide the nareach partner specifying whether expersons with 5 percent or great ownership.	me of the state each is a gene ter interest in	Governmental Sole Proprietorship est provide an Illinois Certificate in which organized and the neral or limited partner. In the licensee must be identified.	e of Good Standing. came and address of
APPEN APPLIC	Limited Liability Company Corporations and limited liability of Partnerships must provide the nate each partner specifying whether expersons with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM.	me of the state each is a gene ter interest in	Governmental Sole Proprietorship est provide an Illinois Certificate in which organized and the neral or limited partner. In the licensee must be identified.	e of Good Standing. came and address of
APPEN APPLIC	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether experience with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM.	me of the state ach is a gene ter interest in	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the near or limited partner. the licensee must be identificated.	e of Good Standing. ame and address of fied with the % of
APPEN APPLIO	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether experience with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. Inizational Relationships The (for each co-applicant) an organization of the co-applicant of the co-applic	me of the state ach is a gene ter interest in s, in numeric s	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the near or limited partner. The licensee must be identificated EQUENTIAL ORDER AFTER THE LA	e of Good Standing. ame and address of Fied with the % of AST PAGE OF THE onship of any
APPEN APPLIC Orga	Corporations and limited liability of Partnerships must provide the nate each partner specifying whether experience with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM.	me of the state aach is a geneter interest in s, in numeric seational chart of in Part 1130.	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the neral or limited partner. the licensee must be identificate EQUENTIAL ORDER AFTER THE LA containing the name and relation. 140). If the related person or organized in the solution is the solution in the solution in the solution is the solution in the solution in the solution is the solution in the solution is the solution in the solution is t	e of Good Standing. name and address of fied with the % of AST PAGE OF THE onship of any entity is participating
Orga Provide person in the	Corporations and limited liability of Partnerships must provide the nareach partner specifying whether expersons with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM.	me of the state aach is a geneter interest in s, in numeric seational chart of in Part 1130.	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the neral or limited partner. the licensee must be identificate EQUENTIAL ORDER AFTER THE LA containing the name and relation. 140). If the related person or organized in the solution is the solution in the solution in the solution is the solution in the solution in the solution is the solution in the solution is the solution in the solution is t	e of Good Standing. name and address of fied with the % of AST PAGE OF THE onship of any entity is participating
APPEN APPLIC Orga Provid persol in the	Corporations and limited liability of Partnerships must provide the nareach partner specifying whether expersons with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID CONTROL Relationships The (for each co-applicant) an organization or entity who is related (as defined development or funding of the projectal contribution.	me of the state aach is a geneter interest in s, IN NUMERIC Sectional charted in Part 1130 act, describe the	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the neral or limited partner. the licensee must be identificate EQUENTIAL ORDER AFTER THE LA containing the name and relational interest and the amount and	e of Good Standing. It ame and address of Fied with the % of AST PAGE OF THE Conship of any entity is participating If type of any
Orga Provide person in the finance APPEN	Corporations and limited liability of Partnerships must provide the nareach partner specifying whether expersons with 5 percent or great ownership. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM. ID DOCUMENTATION AS ATTACHMENT-3 CATION FORM.	me of the state aach is a geneter interest in s, IN NUMERIC Sectional charted in Part 1130 act, describe the	Governmental Sole Proprietorship est provide an Illinois Certificate e in which organized and the neral or limited partner. the licensee must be identificate EQUENTIAL ORDER AFTER THE LA containing the name and relational interest and the amount and	e of Good Standing. It ame and address of Fied with the % of AST PAGE OF THE Conship of any entity is participating If type of any

_____ Page 2 ____

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.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 (https://www.hfsrb.illinois.gov).				
APPEND DOCUMENTATION AS <u>ATTACHMENT -5.</u> IN NUMERI APPLICATION FORM.				
Historic Resources Preservation Act Require [Refer to application instructions.]				
Provide documentation regarding compliance with the Preservation Act.	e requirements of the Historic Resources			
APPEND DOCUMENTATION AS <u>ATTACHMENT-6</u> , IN NUMERIC APPLICATION FORM.	SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE			
DESCRIPTION OF PROJECT 1. Project Classification [Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]				
Part 1110 Classification:	Part 1120 Applicability or Classification: [Check one only.]			
Substantive	☐ Part 1120 Not Applicable ☐ Category A Project			
☐ Non-substantive	☐ Category B Project☐ DHS or DVA Project			

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 of Illinois, LLC, proposes to establish a 12 station in-center hemodialysis facility at 480 Central Avenue, Northfield, IL. The facility will be in leased space in a stand alone building. The interior of the leased space will be built out by the applicant.

In conjunction Fresenius Medical Care will discontinue 8 stations at its historically underutilized Evanston facility. The applicant therefore is asking for only 4 additional stations for this 12 station facility. Both Northfield and Evanston are in HSA 7.

As of the June 2011 station inventory there is a need for 8 more stations in HSA 7.

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	1,044,000	N/A	1,044,000
Contingencies	104,400	N/A	104,400
Architectural/Engineering Fees	112,500	N/A	112,500
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	296,000	N/A	296,000
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 1,860,000 or Equipment 179,425	2,039,425	N/A	2,039,425
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	3,596,325		3,596,325
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities	1,316,900	N/A	1,316,900
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)	2,039,425	N/A	2,039,425
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	240,000*	N/A	240,000*
TOTAL SOURCES OF FUNDS	3,596,325	N/A	3,596,325
	The second of th	Laborate Brasile William Control Control Control Control	the state of the s

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT.7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Page 5

^{*}Total construction cost is estimated at \$1,148,100 however \$240,000 of this cost will be paid to the landlord over the term of the lease. Although this amount is paid per the lease term over time, it relates directly to the construction costs and not rent per GSF.

Related	Proie:	ct C	osts
---------	--------	------	------

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

Land acquisition is related to project Yes No Purchase Price: \$ Fair Market Value: \$
The project involves the establishment of a new facility or a new category of service Yes No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.
Estimated start-up costs and operating deficit cost is \$ <u>57,416</u>
Project Status and Completion Schedules
Indicate the stage of the project's architectural drawings:
None or not applicable Preliminary
Schematics Final Working
Anticipated project completion date (refer to Part 1130.140): 12/31/2013
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):
Purchase orders, leases or contracts pertaining to the project have been executed. Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies 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: Cancer Registry APORS
All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
All reports regarding outstanding permits Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the 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 <u>MUST</u> 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.

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	Cost	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 <u>ATTACHMENT-9</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

My Commission Expires February 1, 2013

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 <u>Fresenius Medical Care of Illinois, LLC</u> 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.

for this application is sent nerewith or will	ne bain hbourtednest.
SIGNATURE SIGNATURE	SIGNATURE
	Mark Fawcett
PRINTED NAME ASSI Treasurer	Vice President & Freasurer
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this2011	Notarization: Subscribed and swom to before me this 32 day of 400e 2011
Supan H	Console
Signature of Notary	Signature of Notary
Seal	Susan H. Console Seal Notary Public COMMONWEALTH OF MASSACHUSETTS

*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:

- 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 <u>Fresenius Medical Care Holdings, Inc.</u> * 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.

her knowledge and belief. The undersigned for this application is sent herewith or will b	also certifies that the permit application fee required e paid upon request.
The felical	and a
SIGNATURE	SIGNATURE
PRINTED NAME Marc Lieberman Asst Treasurer	PRINTED FLAMEN Vice President & Asst. Treasurer
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this	Notarization: Subscribed and swom to before me this <u>3。</u> day of <u>June</u> 2011
Susan	4 Console
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public
*Insert EXACT legal name of the applicant	COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 1, 2013

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 <u>ATTACHMENT-11</u>, 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 <u>ATTACHMENT-12.</u> 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.
- 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.
- The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS <u>ATTACHMENT-13</u>, 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:

- 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::
 - Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - 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 STATE DIFFERENCE MET STANDARD?						

APPEND DOCUMENTATION AS <u>ATTACHMENT-14.</u> 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 <u>has established</u> utilization standards or occupancy targets in 77 III. 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			<u> </u>				
YEAR 2							
	İ						

APPEND DOCUMENTATION AS <u>ATTACHMENT-15.</u> 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 tot 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 <u>ATTACHMENT-16.</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES: NOT APPLICABLE - THERE IS NO UNFINISHED SHELL SPACE

Submit the following:

- 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 <u>ATTACHMENT-17</u>, 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 III. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	Х	Х	
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		Х	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	Х		
1110.1430(c)(2) - Maldistribution	Х		
1110.1430(c)(3) - Impact of Project on Other Area Providers	Х	,	
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			×
1110.1430(d)(3) - Documentation Related to Cited Problems			Х
1110.1430(e) - Staffing Availability	х	Х	
1110.1430(f) - Support Services	X	Х	Х
1110.1430(g) - Minimum Number of Stations	Х		<u>.</u>
1110.1430(h) - Continuity of Care	X		
1110.1430(j) - Assurances	Х	Х	Х

APPEND DOCUMENTATION AS <u>ATTACHMENT-26</u>, 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 <u>DO NOT</u> 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:

_1,316,900	 Cash and Securities - statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	 the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	 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;
N/A	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.
<u>N/A</u>	 Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
2,039,425	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:
	 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;
	 For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	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.;
	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;
<u>N/A</u>	5) For any option to lease, a copy of the option, including all terms and conditions. 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;
_ <u>N/A</u>	 Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
240,000	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)
3,596,325	TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS <u>ATTACHMENT-39</u>, 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
- 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 <u>ATTACHMENT-40,</u> 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 WA				
Net Margin Percentage	CRITERIA IN THAT ALL OF THE PROJECTS CAP EXPENDITURES ARE COMPLETELY FUNDED THRO INTERNAL SOURCES, THEREFORE NO RATIOS PROVIDED.				
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 <u>ATTACHMENT 41</u>, IN NUMERICAL 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 notanzed statement signed by an authorized representative that attests to one of the following:

- 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
- 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:

- 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;
- 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									
	Α	В	С	D	Е	F	G	Н	T-4-1
Department (list below)	Cost/Squ New	uare Foot Mod.	Gross New	Sq. Ft. Circ.*	Gross Mod.	Sq. Ft. Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	Total Cost (G + H)
ESRD					_				
Contingency									
TOTALS									
* Include the pe	rcentage (9	%) of space	for circula	ation		-			

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 <u>ATTACHMENT 42</u>, 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 <u>ALL SUBSTANTIVE AND</u> DISCONTINUATION PROJECTS:

- 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 Ne	t Information pe	r PA 96-0031	
	CHARITY CAR	E	
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total	·		
Charity (cost In dollars)			
Inpatient			
Outpatient			
Total			
	MEDICAID		
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

Medicaid (revenue)		
Inpatient		
Outpatient		
Total	,	

APPEND DOCUMENTATION AS <u>ATTACHMENT-43</u>, 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.

- All applicants and co-applicants shall indicate the amount of charity care for the latest three <u>audited</u> 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 <u>ATTACHMENT-44</u>, 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	21-22
2	Site Ownership	23-27
3	Persons with 5 percent or greater interest in the licensee must be	28
•	identified with the % of ownership.	,
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	33
9	Cost Space Requirements	34
10	Discontinuation	
11	Background of the Applicant	35-38
12	Purpose of the Project	39
	Alternatives to the Project	4-42
	Size of the Project	43
	Project Service Utilization	44
	Unfinished or Shell Space	
	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
	Comprehensive Physical Rehabilitation	
	Acute Mental Illness	
	Neonatal Intensive Care	
	Open Heart Surgery	
	Cardiac Catheterization	4E 7E
26	In-Center Hemodialysis	45-75
27	Non-Hospital Based Ambulatory Surgery	
	General Long Term Care	
	Specialized Long Term Care	
	Selected Organ Transplantation Kidney Transplantation	-
31	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	76-86
40	Financial Waiver	87
41	Financial Viability	
42	Economic Feasibility	89-93
43	Safety Net Impact Statement	94-98
44	Charity Care Information	99
Appendix- 1	MapQuest Travel Times	100-118
Appendix- 2	Physician Referral Letter	119-125



To all to whom these Presents Shall Come, Greeting:

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

FRESENIUS MEDICAL CARE OF ILLINOIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MARCH 26, 2004, 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 #: 1118601316

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 5TH

day of

JULY

A.D.

2011

SECRETARY OF STATE

Desse White

	Co - Applicant Identification [Provide for each co-applicant [refer to Part 1130.220].						
Exact	Legal Name: Fresenius Medical Care	e Holdings,	Inc.				
Addres	ss: 920 Winter Street, Waltham, MA	02451					
Name	of Registered Agent: CT Systems						
Name	of Chief Executive Officer: Mats Wal	histrom					
CEO A	Address: 920 Winter Street, Waltham	, MA 02541					
Teleph	none Number: 781-669-9000			-			
APPLIC	APPEND DOCUMENTATION AS <u>ATTACHMENT-1</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. Type of Ownership						
Non-profit Corporation Partnership For-profit Corporation Governmental Limited Liability Company Sole Proprietorship Other							
 Corporations and limited liability companies must provide an Illinois certificate of good standing. Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. 							

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Central Avenue Partners, LP

Address of Site Owner: 480 Central Avenue, Northfield, IL 60093

Street Address or Legal Description of Site: 480 Central Avenue, Northfield, 60093

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.



Cushman & Wakefield of

Chicago, IL 60611-5555

(312) 470-1800 Tel (312) 470-3800 Fax www.cushwake.com

455 N. Cityfront Plaza Drive

Illinois, Inc.

Suite 2800

July 1, 2011

Mr. Jason Wurtz NAI Hiffman

RE:

Fresenius Medical Care

Letter Of Intent

Dear Jason,

Cushman & Wakefield has been exclusively authorized by Fresenius Medical Care (FMC) to secure proposals and assist them in negotiations regarding the acquisition of leased space in the Northfield area. Of the properties we will analyze, your site has been identified as one that potentially meets the necessary requirements. At this time, we are pleased to provide the following Letter Of Intent.

Fresenius Medical Care is the world's leading provider of dialysis products and services. It manages in excess of over 2,700 kidney dialysis clinics and 50 billing centers and regional offices throughout North America. You can visit their website for financial information and highlights at www.fmcna.com.

OWNERSHIP:

Central Avenue Partners, LP

480 Central Ave Northfield, IL 60093

LOCATION:

480 Central Ave Northfield, IL 60093

INITIAL SPACE

REQUIREMENTS:

Approximately 8,000 rentable square feet. Tenant shall

occupy the entire premises.

HOURS OF OPERATION:

Please be advised that FMC may have employees and /

or patients on site 24 hours per day 6 days per week.

FMC is not open on Sundays.

PRIMARY TERM:

Ten (10) years.

POSSESSION DATE:

FMC will have the right to take possession of the premises upon approval of the Certificate of Need to complete its necessary improvements. FMC will need a

minimum of 90 days to build out the premises.

COMMENCEMENT DATE:

90 days after Possession.

OPTION TO RENEW:

FMC desires three (3) five (5) year options to renew the

lease.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

RENTAL RATE:

Twenty One Dollars (\$21.00) Gross

ESCALATION:

Fifty cents (\$.50) per year beginning in the second lease

year.

COMMON AREA EXPENSES AND REAL ESTATE TAXES:

Tenant shall be responsible for all associated Tax & Operating Expenses.

TENANT IMPROVEMENTS:

Landlord shall provide tenant with thirty dollars (\$30.00) per rentable square foot in a tenant improvement allowance. FMC shall not be required to remove their tenant improvements at the end of the term.

<u>DEMISED PREMISES</u> <u>SHELL</u>:

Landlord shall delivery a shell base building condition, exclusive of tenant improvement allowance, with the following utilities:

- 1. Adequate electrical power installed for FMC's operation no less than 800-amp/208-volt, 3-phase.
- 2. HVAC system for the space in an amount no less than (25) tons; HVAC system shall be no older than 10 years, FMC will not responsible for replacement of HVAC system.
- 3. The presence of gas service; the presence of local City sewer service no less than a 4" line; and the presence of local City water service no less than a 2" line.

FIRE SUPPRESSION:

Landlord shall provide a sprinkler system as part of base building.

SPACE PLANNING/ ARCHITECTURAL AND MECHANICAL DRAWINGS:

FMC will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

PARKING:

Tenant shall have use of all associated parking. Landlord shall repair, resurface and restripe parking lot.

CORPORATE IDENTIFICATION:

FMC will have complete signage rights in accordance with local code.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

ASSIGNMENT/ SUBLETTING:

FMC requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without landlord's consent. Any other assignment or subletting will be subject to landlord's prior consent, which shall not be unreasonably withheld or delayed.

ZONING AND

RESTRICTIVE COVENANTS: Landlord represents building is properly zoned for use as a

dialysis clinic.

NON DISTURBANCE: FMC will require a non-disturbance agreement.

ENVIRONMENTAL: Landlord represents the building and premises are free of

hazardous materials.

EXCLUSIVE TERRITORY: Landlord agrees not to lease space under its control to

another dialysis provider within a five mile radius of the

proposed location.

CON CONTINGENCY: Landlord and FMC understand and agree that the establishment

of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, FMC cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless FMC obtains a Certificate of Need (CON) permit from the Illinois Health Facilities Planning Board (the "Planning Board"). FMC agrees to proceed using its commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. Based on the length of the Planning Board review process, FMC does not expect to receive a CON permit prior to October 5, 2011. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to the approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective pending CON approval. Assuming CON permit approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the Planning Board does not award FMC a CON permit to establish a dialysis center on the Premises by October 5, 2011, neither party shall have any further obligation to the other party with regard to the negotiations, lease or Premises

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

contemplated by this Letter of Intent.

O T.	TITA	17	Υ:
● H	 164		
	 /1		

Fresenius Medical Care Holding will fully guarantee the lease.

BROKERAGE FEE:

Per separate agreement.

This offer is not intended to be contractual in nature and only an executed lease delivered to both parties can bind the parties to 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 or created between the herein parties in connection with the referenced property.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,

Loren Guzik Senior Director

Office Group Phone: 312-470-1897 Fax: 312-470-3800

Jaen Burgh

e-mail: loren guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this 5th day of July , 2011

By: _______

Title: Regional Vice President

AGREED AND ACCEPTED this ____ day of ______, 2011

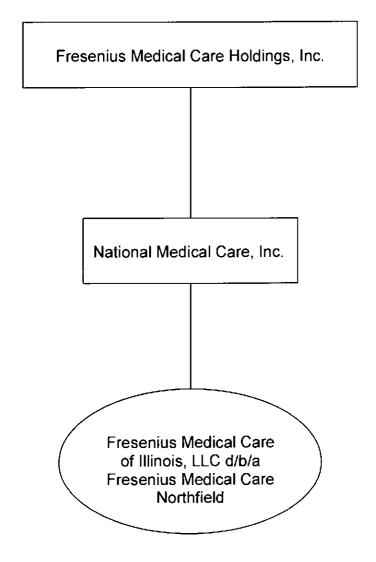
By: ______

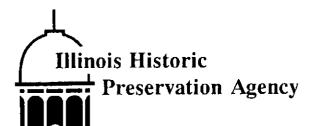
No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Operating Identity/Licensee

	e this information for each applicable fac egal Name: Fresenius Medical Care of I			∍ Northfie	eld		
Addres	Address: 920 Winter Street, Waltham, MA 02451						
	Non-profit Corporation For-profit Corporation Limited Liability Company		Partnership Governmental Sole Proprietorship		Other		
0	Corporations and limited liability comparations and limited liability comparations must provide the name of each partner specifying whether each in Persons with 5 percent or greater in ownership.	the state s a gener	in which organized and the nan al or limited partner.	ne and a	ddress of		

Certificate of Good Standing at Attachment – 1.





FAX (217) 782-8161

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

Cook County Northfield

CON - Lease to Establish a 12 Station Dialysis Facility 480 Central Ave. IHPA Log #001063011

June 30, 2011

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

Deputy State Historic

Preservation Officer

Haaker

SUMMARY OF PROJECT COSTS

Modernization

Miscelleanous Construction Costs Total	1,044,000
Wiring, Fire Alarm System, Lighting	201,000 47,000
Penetrations	334,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof	
Casework, Fl Mats & Window Treatments	6,000
Specialities	13,000
Walls, Ceilings, Floors, Painting	168,000
Doors, Frames, Hardware, Glass & Glazing	75,000
Thermal, Moisture & Fire Protection	18,000
Carpentry	91,000
Metal Fabrications	8,000
Masonry	15,500
Concrete	13,000
Temp Facilities, Controls, Cleaning, Waste Management	2,500
General Conditions	52,000

Contingencies

Contingencies

\$104,400

Architectural/Engineering

Architecture/Engineering Fees

\$112,500

Cost Itemization

Movable or Other Equipment

Dialysis Chairs	\$17,000
Misc. Clinical Equipment	18,000
Clinical Furniture & Equipment	27,000
Office Equipment & Other Furniture	35,000
Water Treatment	100,000
TVs & Accessories	50,000
Telephones	13,000
Generator	35,000
Facility Automation	20,000
Other miscellaneous	5,000
Total —	\$296,000

Fair Market Value Leased Space & Equipment

'	Total	\$2,039,425
FMV Leased Computers		4,900
FMV Leased Dialysis Machines		174,525
FMV Leased Space (8,000 GSF	-)	\$1,860,000

Project obligation will occur after permit issuance.

Cost Space Requirements

Provide in the following format, the department/area GSF and cost. The sum of the department costs <u>MUST</u> 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.**

	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	3,596,325		8,000		8,000	,	
Total Clinical	3,596,325		8,000		8,000		
			,				
NON REVIEWABLE						<u>-</u>	
Administrative							
Parking							
Gift Shop				_			
Total Non-clinical							
TOTAL	3,596,325		8,000		8,000_		

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

Certification & Authorization

Fresenius Medical Care of Illinois, 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 of Illinois, 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: Marc Lieberman Asst Treasurer	By: Mark Fawcett ITS: Vice President & Treasure
Notarization: Subscribed and sworn to before me this day of, 2011	Notarization: Subscribed and sworn to before me this 30 day of June, 2011
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public Notary Public

My Commission Expires February 1, 2013

Certification & Authorization

Fresenius Medical Care Holdings, Inc.

In accordance with Section III, A (2) of the Illinois Health Facilities & Services Review 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 & Services Review Board; and

In regards to section III, A (3) of the Illinois Health Facilities & Services Review 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: Mm	- Life-	By:	n. da		
	: Lieberman	ITS:	Mark Fawcett Vice President & Asst. Treasurer		
Asst	Treasurer		** **		
Notarization: Subscribed and sworn to before me this day of , 2011		Subscribe	Notarization: Subscribed and sworn to before me this day of, 2011		
	Supan	4 Console			
Signature of Notar	y	Signature	of Notary		
Seal		Seal	SUSAN H. CONSOLE Notary Public COMMONWEALTH OF MASSACHUSETT My Commission Expires		

February 1, 2013

Fresenius Medical Care Holdings, Inc. In-center 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		333 W. 87th Street	Chicago	60620
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	Deefield	60015
Des Plaines	44.0555	1625 Oakton Place	Des Plaines	60018
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 61611
East Peoria	14-2562	3300 North Main Street	East Peoria	60123
Elgin	44.0007	2130 Point Boulevard	Elgin Elk Grove	60007
Elk Grove	14-2507 14-2621	901 Biesterfield Road 2953 Central Street	Evanston	60201
Evanston Evanston	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Evergreen Park Garfield	14-2555	5401 S. Western Avenue	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
Joliet		721 E. Jackson Street	Joliet	60432
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		Thornton 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 62960
Metropolis	14-2705	20 Hospital Drive	Metropolis	60638
Midway	14-2713	6201 W. 63rd Street	Chicago Mokena	60448
Mokena	14-2689	8910 W. 192nd Street 1401 Lakewood Dr., Ste. B	Morris	60450
Mundoloin	14-2596	1400 Townline Road	Mundelein	60060
Mundelein Naperville	14-2543	100 Spalding Drive Ste. 108	Naperville	60566
Naperville North	14-2543	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

Facility List ATTACHMENT - 11

Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Court	Ottawa	61350
Palatine		Dundee Road	Palatine	60074
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
Waukegan Harbor		101 North West Street	Waukegan	60085
West Batavia		Branson Drive	Batavia	60510
West Belmont	14-2523	4848 W. Belmont	Chicago	60641
West Chicago	14-2702	1855-1863 N. Neltnor	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		14404 W. 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

Criterion 1110.230 - Purpose of Project

- 1. This project will accomplish two objectives; 1) to eliminate maldistribution in Evanston by removing 8 stations at Fresenius Evanston, where Dr. Nora is the Medical Director. This is currently a 20 station facility and has been hovering in the 50 -60% range for the past five years showing no growth, but rather a decline in patients. (The same is true for the 18 station DSI clinic in Evanston.) There have been declining numbers of ESRD patients along with population in Evanston.
 - 2) Redistributing stations in HSA 7 to an area with increasing numbers of pre-ESRD patients will create an improved balance of stations and provide access for pre-ESRD patients residing in northeast Cook County.
- 2. The market area that Fresenius Medical Care Northfield will serve is Glenview, Northfield, Northbrook, Glencoe and Winnetka.
- 3. This facility is needed to accommodate the pre-ESRD patients that Dr. Patel and Dr. Nora from North Shore Nephrology (NSN) have 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, NSN have identified 73 pre-ESRD patients who will be referred to the Fresenius Northfield facility who live in the immediate surrounding zip codes. These patients are separate from those identified to be referred to the Deerfield facility and also those they would refer to Highland Park Hospital Dialysis where Dr. Nora is the Medical Director.
- 4. Utilization of area facilities is obtained from the Renal Network for the 2nd Quarter 2011. Pre-ESRD patients for the market area were obtained from North Shore Nephrology.
- 5. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population by redistributing stations to where the future need is seen 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 Fresenius Medical Care facilities in Illinois as listed below:
 - 92% of patients had a URR ≥ 65%
 - 95% of patients had a Kt/V ≥ 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 and that would be doing nothing. It would be irresponsible healthcare planning to allow the Fresenius Evanston facility to hover near 50-60% occupancy, when there is a documented decline in ESRD patients and population in Evanston, and not address a projected need nearby in the same HSA. There is no monetary cost associated with this alternative.

B. <u>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.</u>

The typical 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 expected financial obligations and does not require any additional funds to meet expected project costs. The cost of this alternative would be 60% of total project costs.

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

North Shore Nephrology (NSN) is a growing practice currently referring patients to Highland Park Hospital, Fresenius Deerfield & Lake Bluff. They will also support the recently permitted Fresenius Mundelien facility. Lake Bluff is operating above 80% utilization and does not serve this area. Fresenius Mundelien is almost 30 minutes away and is not yet operating; however NSN identified patients from a separate market area who would bring that facility to 80% utilization. The Fresenius Deerfield facility is not yet at 80% utilization. It has not yet been open two years and NSN also identified patients to bring that facility to 80%. This facility would not be able to accommodate all of the patients identified for the Northfield facility along with its own patient base. The other Fresenius facility in this market area, Glenview is one patient away from being at 80% utilization.

It would be possible but not practical to spread out all of the 73 pre-ESRD patients of NSN, a handful to each underutilized clinic, but this would be detrimental to the patient. This would cause the patients increased travel times and many of them would have to switch nephrologists because Dr. Patel and Dr. Nora could not physically round at every clinic in the area along with seeing patients in their office and in the hospitals. These patients would loose continuity of care. It would be in their best interest to be able to dialyze in their own community and remain with their own nephrologists. Aside from this, the patient has a choice as to what facility they go to and the physicians cannot and do not force a patient to go to any particular facility.

D. As discussed further in this application, the most desirable alternative with the ESRD patients in mind is to discontinue the 8 stations at the Fresenius Evanston facility, where there is an ESRD patient decline and redistribute them to an area further north in Northfield where there is a growing pre-ESRD population.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	Stations not being used in an area of patient decline and eventually decline of access in an area with identified pre-ESRD patients and increased travel times.	Patient clinical quality would remain above standards in the Fresenius Medical Care facilities.	Patients could see transportation costs rise due to longer travel distances to facilities outside their healthcare market area. Loss of continuity of care as NSN patients would be spread out to area facilities.
Pursue Joint Venture	\$2,157,795 \$1,438,530	Cost to Fresenius Medical Care if this were to be a joint venture. Cost to Partner if this were to be a joint venture.	Patient clinical quality would remain above standards	No effect on patients Fresenius Medical Care is capable of meeting its financial obligations and does not require additional funding. If a JV were formed Fresenius Medical Care would maintain control of the facility and therefore final financial responsibility.
Utilize Area Providers	\$0	If patients are sent out of market area for treatment it would create transportation problems with increased travel times.	If patients sent out of market area for treatment the patient may have to change nephrologists. The result would be loss of continuity of care which would lead to lower patient outcomes and patient satisifaction.	No financial cost to Fresenius Medical Care Cost of patient's transportation would increase with higher travel times.
Establish Fresenius Medical Care Northfield and; discontinue 8 stations at Fresenius Medical Care Evanston	\$3,596,325	Continued access to dialysis treatment as patient numbers continue to grow. Shorter travel times. More even distribution of stations by addressing decline of ESRD patients in Evanston.	Patient clinical quality would remain above standards Patient satisfaction would improve with facilities closer to patient's home resulting in decreased travel times.	This is an expense to Fresenius Medical Care only who is able to support the development of additional dialysis facilities and is capable of meeting all financial obligations.

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. It is expected that the Northfield facility would maintain the same quality outcomes as the other Fresenius facilities in Illinois as listed below:

- o 92% of patients had a URR \geq 65%
- 95% of patients had a Kt/V \ge 1.2

Criterion 1110.234, Size of Project

SIZE OF PROJECT								
PROPOSED STATE MET DEPARTMENT/SERVICE BGSF/DGSF STANDARD DIFFERENCE STANDARD?								
ESRD IN-CENTER HEMODIALYSIS	8,000 (12 Stations)	360-520 DGSF	1,760	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 8,000 DGSF amounts to 667 DGSF per station and is over the State Standard. The additional space is needed for the home training department and office space.

Aside from this Fresenius Medical Care also prefers to have extra space available to expand its facilities when future need arises. Having the extra space to expand at the forefront is more cost effective than having to build a new facility or relocate one.

Criterion 1110.234, Project Services Utilization

	UTILIZATION										
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?						
	IN-CENTER HEMODIALYSIS	N/A New Facility		80%	Yes						
YEAR 1	IN-CENTER HEMODIALYSIS	8	11%	80%	No						
YEAR 2	IN-CENTER HEMODIALYSIS	56*	92%*	80%	_ Yes						

NSN has a total of 73 pre-ESRD patients in stages 3 & 4 of kidney failure who live in the vicinity of the Northfield facility.

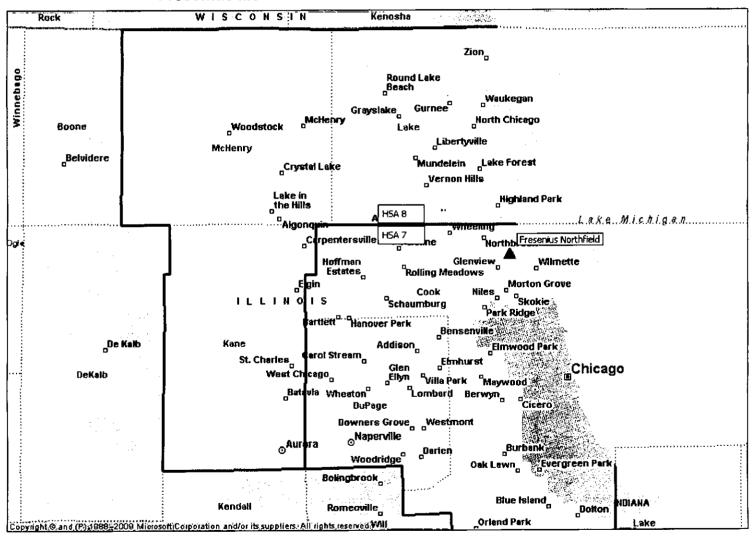
Due to patient attrition 66 of these patients could be expected to be referred to the Northfield facility. 8 of these patients are in stage 4 and would be expected to begin dialysis in the first year of operation bringing the facility utilization to 11%.

*The remaining 56 are in stage 3 and would begin in the second year of operation. It is difficult to determine exactly when a patient who is currently in stage 3 will progress to stage 4 due to the fact that it is different for each patient. Some could start in the first year or not until the 3rd year.

A. Planning Area Need - Formula Need Calculation:

The proposed Fresenius Medical Care Northfield dialysis facility is located in Northfield in the far northeast corner of Cook County in HSA 7. HSA 7 consists of suburban Cook and DuPage Counties. According to the June 2011 station inventory there is a need for 8 stations in this HSA.

Fresenius Medical Care Northfield in relation to HSA 7

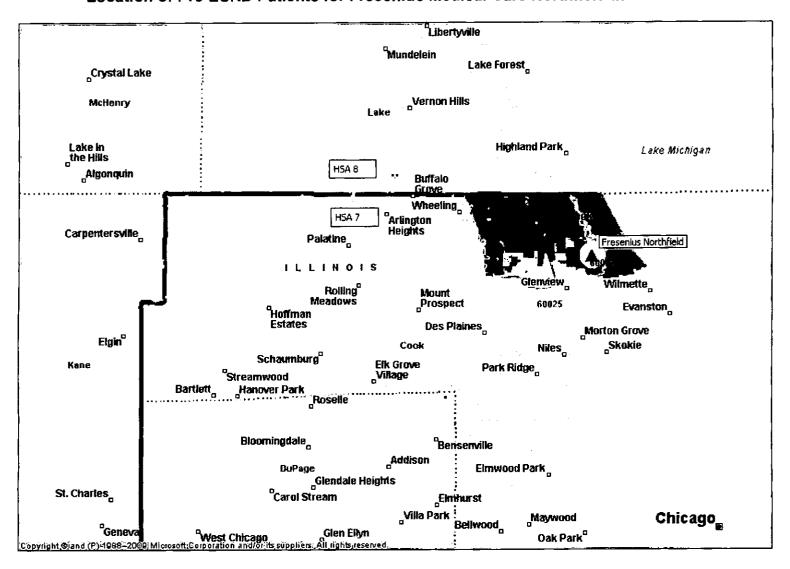


2. Planning Area Need – Service To Planning Area Residents:

A. The primary purpose of this project is to provide in-center hemodialysis services to the residents of the far northeast corner of HSA 7. 100% of the pre-ESRD patients reside in HSA 7.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Medical Care Northfield
Cook	7	73 - 100%

Location of Pre-ESRD Patients for Fresenius Medical Care Northfield in HSA 7



NANCY A. NORA, M.D. SHALINI N. PATEL, M.D.

INTERNAL MEDICINE/NEPHROLOGY

767 PARK AVENUE WEST, SUITE 260 HIGHLAND PARK, ILLINOIS 60035

June 30, 2011

TELEPHONE (847) 432-7222 FACSIMILE (847) 432-9360

Ms. Courtney Avery Administrator Illinois Health Facilities & Services Review Board 525 W. Jefferson St., 2nd Floor Springfield, IL 62761

Dear Ms. Avery:

We are writing in support of the proposed 12 station Fresenius Medical Care Northfield dialysis clinic. We are nephrologists practicing in northern Cook County and Lake County, Illinois and are partners in the North Shore Nephrology (NSN) practice. I, Nancy Nora, M.D., am the Medical Director of the Highland Park Hospital dialysis facility. I, Shalini Patel, M.D., am the Medical Director of the Fresenius Medical Care Deerfield and Mundelien dialysis centers.

We are seeing an increase in pre-ESRD patients in our practice to a point where we do not feel there will be adequate access to services in the upcoming years.

NSN was treating 112 in-center hemodialysis patients at the end of 2008, 146 in-center hemodialysis patients at the end of 2009 and 135 patients at the end of 2010, as reported to The Renal Network. As of the most recent quarter, NSN was treating 155 hemodialysis patients. As well, over the past twelve months NSN has referred 41 new patients for hemodialysis services to Fresenius Lake Bluff and Deerfield and Highland Park Hospital. We have 73 pre-ESRD patients who live in the area of the proposed facility that we expect to refer to it within 2 years after completion of the facility. Due to patient attrition the pre-ESRD patients would likely drop to 66. These patients are showing lab values that indicate they are in stages 3 & 4 of CKD and are expected to require dialysis therapy in 1-3 years from now.

I respectfully ask the Board to approve Fresenius Medical Care Northfield in order to keep access available to evidenced growing number of patients presenting with CKD in northeast Cook County. 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,

Shalini Patel, M.D.

Nancy Nora, MD

Notarization:

Subscribed and sworn to before me

this 30th day of June, 2017

Signature of Notary

Seal

Official Seal
Eva Davila
Notary Public State of Illinois
My Commission Expires 05/30/2012

PRE-ESRD PATIENTS NSN EXPECTS TO REFER TO FRESENIUS MEDICAL CARE NORTHFIELD IN THE FIRST 24 MONTHS AFTER PROJECT COMPLETION

Zip Code	Dr. Nora		Dr. I	Dr. Patel		Dr. Schmitz	
	Stage 3	Stage 4	Stage 3	Stage 4	Stage 3	Stage 4	Total
60022	2	1	7	2			12
60025	1		3	1			5
60026			1	1			2_
60062	10	1	31	4	1	1	48
60093	1		4		1		6
Total	14	2	46	8	2	1	73

NEW REFERRALS OF NSN FOR THE PAST TWELVE MONTHS 06/01/2010 THROUGH 05/31/2011

Zip	Fresenius Deerfield	High	land Park	Hospital	Fre	senius Lal	ke Bluff	
· [Dr.	Dr.	Dr.	Dr.	Dr.	Dr.	Total
Code	Dr. Patel	Nora	Patel	Schmitz	Nora	Patel	Schmitz	Total
60004		1						11
60015		2						2
60022	1							1_
60026		1						1
60031	2	2						4
60035	3	4	1					8
60040		1	2	1				4
60044	1		1					2
60046	1							1
60048						1		1
60062	1	1 1	1				<u></u>	3
60064					1			1_
60069		1						11
60077		1						1
60085		2	2					4
60087						1	1	2
60099	2		1					3
60645		1						1
Total	11	17	8	1	1	2	1	41

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2008

Zip	Highland Pa	ark Hospital	Fresenius	Lake Bluff	
Code	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Total
60015	2	1			3
60022	1				1
60025				11	1
60026		1			1
60030		1			1
60031		2		1	3
60035	13	10	1		24
60040	. 2	2			4
60044			3	1	4
60045	1	3	1	1	6
60046		1			1
60048		4	1		5
60060	3				3
60061	2		1	1	4_
60062	4	4			8
60064	2	1	2	4	9
60069	1	1	1		3
60070		2			2
60073	1				1
60077		1			1
60083	1		1		2
60085	4	2	2	4	12_
60087			l	1	1
60089	1				1
60090	1	1			2
60091	2				2
60093	1				1
60099	11	1		11	3
60126		1			1
60201	1				1
60714	1				1
Total	45	39	13	15	112

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2009

Zip		enius ioch	Fresenius Deerfield	Highlar	nd Park Ho	ospita!	Frese	nius Lake	Bluff	Total
Code	Nora	Patel	Patel	Minev	Nora	Patel	Minev	Nora	Patel	
60004				1						1
60010						1	-			1
60015				2	3	3				8
60022		-			1					1
60025						1				1
60026						1				1
60030				1	-	1				2
60031			1			2			1	4
60035					13	13		1		27
60040			2		3	6				11
60044								2		2
60045		·	-		3	4	1	3		11
60046			1			1	1			3
60048						1		1		2
60060					3	-				3
60061			1		2		1	1		5
60062		<u> </u>		1	2	7				10
60064					3	1	2	2	1	9
60069					1	1		1		3
60070						1				1
60073	1				1				1	3
60076						1				1
60077		j				1				1
60083					1	1				2
60085		_	1	1	4	2		1	4	13
60089					1			11		2
60090					2	1				3
60091		1			2	1				3
60093				1	1					2
60099		1	1		1	1	1			5
60126						_1				1
60201					1					1
60613						1				1_1_
60712						1				1
60714					1					11
Total	1	1	7	7	49	55	6	13	7	146

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2010

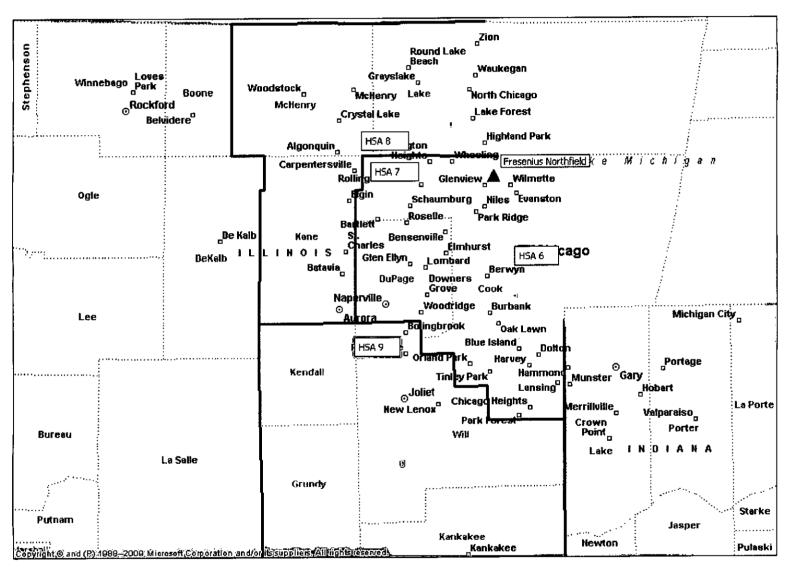
Zip	Fresenius Antioch	l	enius field		nd Park pital	Fresenius	Lake Bluff	
Code	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Total
60010					2			2
60025				1	2			3
60030					1			1
60031			1		1		1	3
60035		1	6	11	13			31
60040			2	1	7			10
60042				1				1
60044		<u>"</u>	1	• • • • • • • • • • • • • • • • • • • •	1	1		3
60045	_		1	2	5	2	1	11
60046			1	1				2
60048				i		1	1	2
60060				1		1		2
60061				1	1	11	11	4
60062				1	4			5
60064			1	2	3	2	4	12
60069		· -		1	1			2
60073				<u> </u>	1			1
60077					1			1
60083				2	1			3
60085			2	3	3	11	6	15
60087						1		1
60089	_			3				3
60090			1	2				3
60091				2	1			3
60093					1			1
60096			1					1
60099	1		1	1	2		1	6
60126					1			1
60201				1				1
60712					11			1
Total	1	1	18	37	53	10	15	135

INCENTER HEMODIALYSIS PATIENTS OF NSN AT END OF 1ST QUARTER 2011

Zip	Fresenius Antioch	Fresenius Deerfield		Highland P	ark Hospital	Fresenius Lake Bluff		Fresenius Round Lake	
Code	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Total
60002	1								1
60015			1	3	3				7
60022			1						1
60025	1				2				2
60026			1	1	1				3
60030			×	1	1				2
60031					1		1	1	3
60035		1	2	11	14		1		29
60040			2		7				9
60042			,	1					1
60044	<u> </u>			-		1			1
60045			1	2	4	1			8
60046	1		1	2	1				5
60048			-		1	1		-	2
60060				1		1			2
60061				2		1	1		4
60062			2	1	8			_	11
60064			2	3	1	2	3		11
60069				3	2	_			5
60073				1				1	2
60074					1		-		1
60077				1	1		<u> </u>		2
60082				, <u> </u>	1			-	1
60083				2		<u> </u>			2
60085			2	6	3	1	5		17
60087			_	-		1	2	-	3
60089	-			2		-		_	2
60090		,		2	1				3
60091				1	1				2
60093	1		,	•	1				1
60096			1	, <u>-</u>	:	-	-		1
60099			1		1		2		4
60126	<u> </u>		<u> </u>		1	_			1
60201	+		<u></u>	1	.				1
60613			 -	'	1		_		1
60640	 			1	·				1
60645	 	_		1		-		_	1
60712				1	1	<u> </u>		-	2
Total	2	1	17	50	59	9	15	2	155

Service Accessibility - Service Restrictions

Fresenius Medical Care Northfield is located in the far northeast corner of HSA 7 which consists of suburban Cook and DuPage Counties. As of the June 2011 station inventory there is a need for 8 stations. With the establishment of the Northfield facility, Fresenius plans to discontinue 8 of the stations at its underutilized Evanston facility so is therefore only requesting 4 additional stations for this 12 station facility.



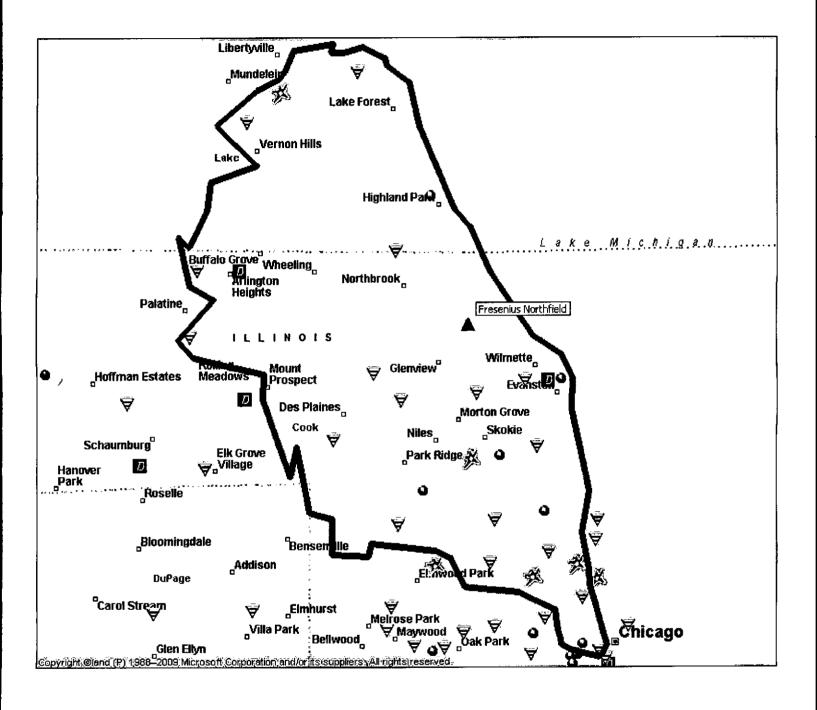
FACILITIES WITHIN 30 MINUTES TRAVEL TIME OF FRESENIUS NORTHFIELD

			Zip	Map	Quest	Adjusted	Jun-11	Mar-11	11-Mar
Facility	Address	City	Code	Time	Miles	Time	Stations	Patients	Utilization
Fresenius Skokie	9801 Woods Dr	Skokie	60077	6	3.69	6.9	14	59	70.24%
Fresenius Evanston*	2953 Central St	Evanston	60201	11	5.42	12.65	20	68	56.67%
DaVita Big Oaks*	5623 W Touhy Ave	Niles	60714	11	7.99	12.65	12	11	15.28%
Fresenius Deerfield	405 Lake Cook Rd	Deerfield	60015	12	5.89	13.8	12	23	31.94 <u>%</u>
Center For Renal Replacement	7301 N Lincoln Ave	Lincolnwood	60712	12	8.31	13.8	16	70	72.92%
Highland Park Hospital	718 Glenview Ave	Highland Park	60035	13	7.5	14.95	20	94	78.33%
DSI Evanston	1715 Central St	Evanston	60201	15	5.49	17.25	18	58	53.70%
Fresenius North Kilpatrick	4800 N Kilpatrick Ave	Chicago	60630	15	10.51	17.25	28	123	73.21%
Fresenius Niles*	9371 N Milwaukee Ave	Niles	60714	16	8.6	18.4	32	128	66.67%
Fresenius Glenview	4248 Commercial Way	Glenview	60025	17	6.95	19.55	20	95	79.17%
Fresenius Rogers Park*	2277 Howard St	Chicago	60645	19	10.49	21.85	20	80	66.67%
Fresenius Lake Bluff*	101 Waukegan Rd	Lake Bluff	60044	20	14.03	23	16	81	84.38%
Fresenius Northcenter*	2620 W Addison St	Chicago	60618	20	13.85	23	16	69	71.88%
Fresenius West Belmont*	4935 W Belmont Ave	Chicago	60641	20	12.63	23	13	59	75.64%
Nephron Dialysis	5140 N California Ave	Chicago	60625	21	11.62	24.15	12	69	95.83%
DaVita Logan Square*	2659 N Milwaukee Ave	Chicago	60647	21	13.92	24.15	20	117	97.50%
Resurrection*	7435 W Talcott Ave	Chicago	60631	22	14.17	25.3	14	55	65.48%
DSI Buffalo Grove	1291 W Dundee Rd	Buffalo Grove	60089	23	13.28	26.45	16	63	65.63%
Fresenius West Willow*	1444 W Willow St	Chicago	60622	23	16.38	26.45	12	0	0.00%
Fresenius Rolling Meadows	4180 Winnetka Ave	Rolling Meadows	60008	25	15.24	28.75	24	103	71.53%
Fresenius Mundelien*	1400 Townline Road	Mundelien	60060	25	16.85	28.75	12	0	0.00%
Fresenius Palatine	691 E Dundee Rd	Palatine	60074	25	14.32	28.75	12	0	0.00%
Fresenius Chicago Dialysis*	820 W Jackson Blvd	Chicago	60607	25	19.14	28.75	21	84	66.67%
DaVita Lincoln Park*	3157 N Lincoln Ave	Chicago	60657	25	16.13	28.75	22	105	79.55%
DaVita Lake County*	918 S Milwaukee Ave	Libertyville	60048	26	17.29	29.9	16	65	67.71%
Fresenius Des Plaines*	1625 Oakton Place	Des Plaines	60160	26	12.63	29.9	12	0	0.00%
Circle Medical Management*	1426 W Washington Blvd	Chicago	60607	26	18.59	29.9	27	124	76.54%
Fresenius Norridge*	4701 N Cumberland Ave	Norridge	60656	26	16.91	29.9	16	62	64.58%
	TOTALS						459	1,738	63.11%

(See map of facilities on next page)

*Of the 28 facilities' MapQuest travel times listed above, 15 of them include highway travel on I-94, Edens Expressway, 294 Toll Road or I-94, Kennedy Expressway. Some dialysis patients drive themselves to and from treatment and many rely on a spouse, friend or other family member for transportation. Dialysis patients are ill and often elderly and likewise a spouse or friend driving the patient is elderly. While the above travel times are relied upon by the Board in reviewing applications, those facilities considered within 30 minutes must be given additional consideration when an ill/elderly population is driving as to how they would choose to travel. Not choosing highway travel would most definitely increase the travel times to these facilities beyond 30 minutes which makes many of these facilities unreachable for the dialysis patient. It is for these reasons that it is in the patient's best interest to have access to dialysis services near their community.

FACILITIES WITHIN 30 MINUTES OF FRESENIUS MEDICAL CARE NORTHFIELD



Fresenius Northfield in Relation to Fresenius Evanston

The city of Evanston has not seen significant growth in overall population according to the 2010 census. In the past ten years Evanston's total population has only increased by 247 people. What has also been evidenced by the 2010 census is a decline in the median age from 34.3 in 2000 down to 32.5 in 2010. The dialysis clinics in Evanston have experienced a decline in census due to these population changes.

Evanston Facility Growth

	Renal Network Patient Census					
Facility	2006	2007	2008	2009	2010	
Fresenius Evanston	73	74	76	65	67	
DSI Evanston	48	46	48	60	50	
Totals	121	120	124	125	117	

Ţ,	Avg Yearly
L	Growth
Γ	-1.7%
	0.8%
Γ	-0.7%

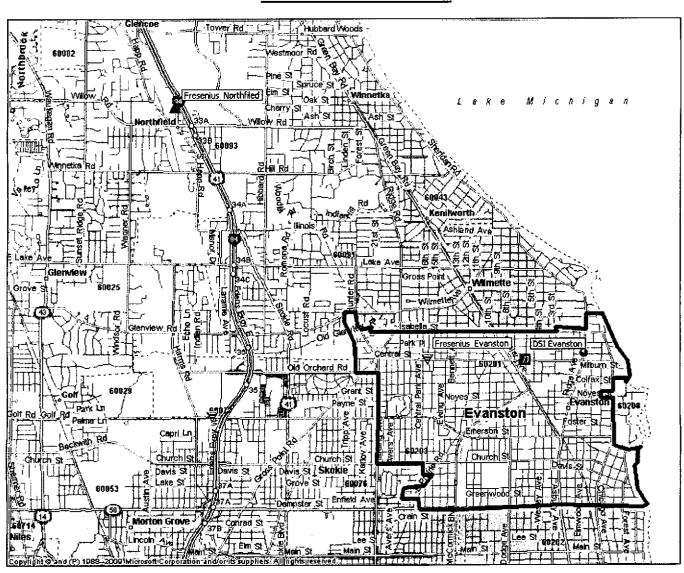
ESRD Patient Growth by Zip Code

	Zip	Renal Network ESRD Patients					
Town	Code	2006 2007 2008 2009 201					
Evanston	60203	3 _	2	4	3	2	
Evanston	60201	46	50	46	38	34	
Evanston	60202	36	39	33	35	34	
Tota	ĺ	85 91 83 76			70		

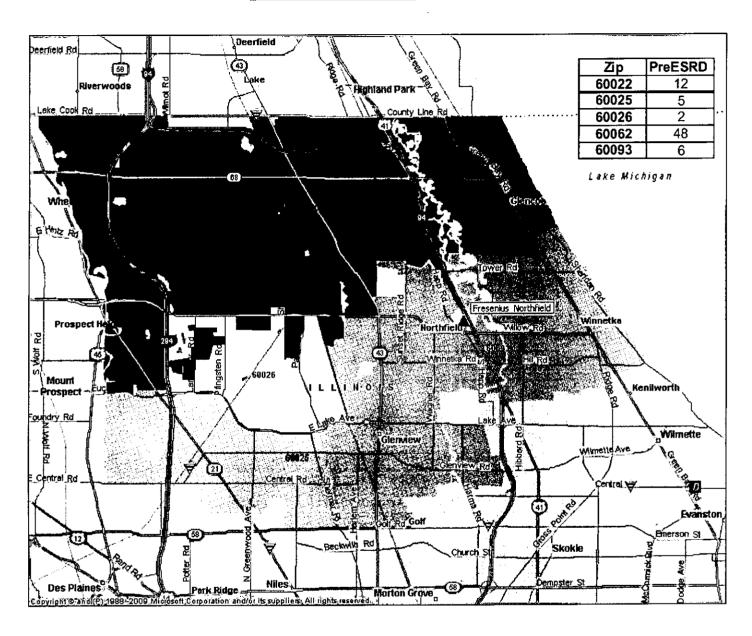
Growth				
07 vs 06	08 vs 07	09 vs 08	10 vs 09	
-33%	100%	-25%	-33%	
9%	-8%	-17%	-11%	
8%	-15%	6%	-3%	
7%	-9%	-8%	-8%	

Average Yearly
Growth Rate
-8%
-6%
-1%
-4%

Northfield/Evanston Area



<u>Demographics of Pre ESRD Patients who will be referred to</u> <u>Fresenius Medical Care Northfield</u>



While all facilities within 30 minutes are not operating above 80% utilization currently, the need Fresenius Medical Care is planning for does not exist today but rather in the future. The Northfield facility will not be operational for approximately 2 years. North Shore Nephrology has seen the numbers of patients in their practice increasing by yearly average of 8.5% over the past four years. There has also been a 5.1% average yearly growth of patients with End Stage Renal Disease in the combined zip codes that the Fresenius Northfield clinic will serve.

Renal Network ESRD Patients						
2006	2006 2007 2008 2009 2010					
67	72	78	78	86		

Growth				
07 vs 06	08 vs 07	09 vs 08	10 vs 09	
7.5%	8.3%	0.0%	10.3%	

Average Yearly
Growth Rate
5.1%

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 Northfield is 1 station per 4,518 residents according to the 2000

ZIP Code	Population	Stations	Facility
60004	52,735	24	Fresenius Rolling Meadows
60005	29,183		
60008	23,318		5 . 5 . 5
60015	27,224	12	Fresenius Deerfield
60016	58,611		
60018	29,950		
60022	8,490		
60025	49,574	20	Fresenius Glenview
60029	354		
60035	29,772	20	Highland Park Hospital
60037	901		
60043	5,645		
60044	15,516	16	Fresenius Lake Bluff
60045	22,248		
60047	38,168		
60048	28,562	16	DaVita Lake County
60053	21,668		<u>. </u>
60056	56,625		
60060	37,027	12	Fresenius Mundelein
60061	20,328		
60062	40,392		
60064	16,121		
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
60088	13,319	•	
60089	42,115_	16	DSI Buffalo Grove
60090	36,736		
60091	27,386		
60093	19,528		
60160	23,034	12	Fresenius Des Plaines
60201	41,977	38	Fresenius Evanston, DSI Evanston
60202	32,208		
60203	4,691		
60208		·	
			Fresenius Chicago Dialysis, Circle
60607	15,552	48	Medical Management
60613	50,548		
60614	65,474		
60618	98,147	16	Fresenius Northcenter
60622	76,015	12	Fresenius West Willow
60625	91,351	12	Nephron Dialysis
60626	59,251		
60630	54,781	28	Fresenius North Kilpatrick
60631	28,832	14	Resurrection
60634	74,164		
60640	74,030		
60641	73,824	13	Fresenius West Belmont
60645	44,197	20	Fresenius Rogers Park
60646	27,016		Day management
60647	98,769	20	DaVita Logan Square
60656	27,129	16	Fresenius Norridge
60657	66,789	22	DaVita Lincoln Park
60659	39,155		
60660	47,726		
60706	22,809	4.0	Out Fac Barrier Barrier
60712	12,371	16	Center For Renal Replacement
60714	31,051	44	DaVita Big Oaks, Fresenius Niles
Total	2,227,540	493	1/4,518

census* (based on 2,227,540 residents and 493 stations. The State ratio is 1 station per 3,526 residents (based on US Census 2010 of 12,830,632 Illinois residents and June 2011 Board stations inventory of 3,638).

*2010 Census by zip code is not yet available.

2. Although all facilities within thirty minutes travel time are not above the target utilization of 80%, Fresenius Medical Care Northfield will not create a maldistribution of services in regard to there being excess availability. Of those closest to Northfield, Fresenius Skokie is only 8 patients away from 80% utilization. Fresenius Evanston will be at 94% utilization with the 8 station reduction proposed in this application. DaVita Big Oaks in Niles and Fresenius Deerfield have not yet been in operation two years and have patients identified to bring those facilities to 80% utilization by the end of the second year of operation. Further out there are scattered clinics with minimal capacity; however North Shore Nephrology cannot reasonably refer their patients from the Northfield area to all these facilities within 30 minutes and still be able to offer these patients continuity of care. Scattering these patients all over the 30 minute travel zone would also increase these patients's travel time.

As mentioned previously, the facility will not be operational for approximately two more years. This facility is planned for the future dialysis patients NSN has identified in their practice from the Northfield area. It is expected that with growth of ESRD seen in this area that current underutilized facilities will then be operating at the Board standard of 80%. Fresenius Medical Care could wait until this occurs to plan for the Northfield facility, but then patients would have to wait an additional two years for access.

3A. Fresenius Medical Care Northfield will not have an adverse effect on any other area ESRD provider in that the patients identified for this facility are new pre-ESRD patients. of NSN. No patients will be transferred from any other facility to the Northfield clinic. Furthermore, the NSN physicians will still refer patients to the other ESRD facilities they currently refer to, on an ongoing basis per the patient's preference and home address. These facilities are Fresenius Deerfield, Mundelien, Lake Bluff and Highland Park Hospital Dialysis.

The removal of 8 stations at the underutilized Fresenius Evanston facility will bring that clinics utilization to 94%. While this is high, the clinic is expected to experience further decline due to shifting populations.

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 Northfield facility.

2) A. Medical Director

Dr. Patel is currently the Medical Director for Fresenius Medical Care Deerfield and Mundelien. Attached is her curriculum vitae.

Dr. Nora is currently the Medical Director for Highland Park Hospital and Fresenius Evanston.

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:

- One Clinic Manager Registered Nurse
- Four Registered Nurses
- Ten 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.

SHALINI PATEL, MD

PERSONAL DATA

Date of Birth: July 26, 1969

EXPERIENCE

July 2000 - Present Practicing Nephrology

Involved in managing patients in all aspects of Nephrology,

including Transplantation

Hospital privileges at Highland Park and Lake Forest Hospital

MEDICAL TRAINING

July 1998 - June 2000 Fellowship in Nephrology

University of Louisville; Kentucky

July 1995 - June 1998 Residency in Internal Medicine Overlook Hospital; Columbia University - New York

July 1994 - June 1995 Transitional Year Jersey Shore Hospital; UMDNJ - New Jersey

January 1993 - MBBS (Bachelor of Medicine and Surgery)

B.J. Medical College; Gujarat University - India

EXAMINATIONS PASSED

Board certified in Nephrology, 2001

Board re-certified in Internal Medicine, 2007 Board certified in Internal Medicine, 1998

USMLE Step I, June 1993 USMLE Step II, March 1994

MEDICAL LICENSURE

Illinois State License License #036-102203 1655 Lake Cook Road, Apt #340 Highland Park, IL 60035 (847) 579 – 0279

OBJECTIVE

Seeking a challenging position to practice NEPHROLOGY and INTERNAL MEDICINE

Experience

July 2000 - Present

Practicing Nephrology / Internal Medicine in Illinois
Involved in managing patients in all aspects of Nephrology including
Transplantation

MEDICAL TRAINING

July 1998 - June 2000 Fellowship in Nephrology University of Louisville; Kentucky

July 1995 - June 1998 Residency in Internal Medicine Overlook Hospital; *Columbia University - New York*

July 1994 – June 1995 Transitional Year Jersey Shore Hospital; *UMDNJ - New Jersey*

Jan. 1993 - MBBS (Bachelor of Medicine & Surgery)
B. J. Medical Coilege; Gujarat University - India

PASSED PASSED

BOARD ELICIBLE IN NEPHROLOGY, Nov. 2000

BOARD CERTIFIED IN INTERNAL MEDICINE, Nov. 1998

USMLE Step 1 June 1993 (81 %), USMLE Step 2 Mar. 1994 (77 %)

FLEX 1 & 2 December 1993 (81% & 76 %)

All above examinations passed at first attempt

VISA STATUS

U. S. CITIZEN

NANCY A. NORA, M.D.

PERSONAL DATA:

Date of Birth:

February 27, 1958

Chicago, Illinois

EDUCATION:

1972 - 1976

Regina Dominican High School

Wilmerte, Illinois

1976 - 1979

St. Louis University

St. Louis, Missouri

1979 - 1985

Royal College of Surgeons

Dublin, Ireland M.D. 1985

1985 - 1988

Resident, Internal Medicine

St. Francis Hospital Evanston, Illinois

1988 - 1991

Nephrology Fellowship

Northwestern University

Chicago, Illinois

EXAMINATIONS:

FMGEMS - 1984

FLEX - 1986

ABIM

Internal Medicine - 1988

Certificate #119058

ABIM

Nephrology - 1992

Certificate #119058 Re-certified - #001 Certificate #119058

MEDICAL LICENSURE:

Illinois State

Medical License

#036-074215

HONORS AND AWARDS:

1973

Academic Scholarship

St. Louis University

1979 - 1985

Honors in several courses;

Graduated top 11)% of class

Royal College of Surgeons

<u> ATTACHMENT – 26e</u>

HONORS AND AWARDS: (con't)

	•		
	1985	Intern of the Year St. Francis Hospital	
	1988	Outstanding Clinical R St. Francis Hospital	esearch paper
	1989	Finalist; Clinical Resea American Kidney Foun	rch Fellowship dation
	2001	Chicago Magazine Top Doctors in Chicago	o (Nephrology)
	2003 Summer/Fall	Chicago Consumers Ch Chicago Areas Top Doc	eckbook ctors
	2003	Chicago Magazine Top Doctors in Chicago	(Nephrology)
PROFESSIONAL EXPERIENCE:	January 1995 to January 1996	Medical Director Highland Park Hospital Dialysis Unit	
	1991 to Current	David S. Ginsburg, M.D.	., FACP, Ltd.
PROFESSIONAL MEMBERSHIPS:		American Medical Associations State Medical Society Chicago Medical Society American Society of Nep	ciety
COMMITTEES SERVED ON THROUGH HIGHLAND PARK AND EVANSTON	01/01/93 to Current	Ethics	(as member)
HOSPITALS:	06/01/92 to 12/31/95	CME/Library	(as member)
	01/01/94 to 10/2000	Medical Care Evaluation Committee - Medicine	(as officer)
	01/01/94 to 2001	Pharmacy & Therapeutics	(as member)
	01/01/93 to Current	Renal Dialysis	(as member)
	2003 to Current	Medical Executive Commi Northwestern Healthcare	ttee Evanston
PUBLICATIONS:	Mujais SK; Nora NA;	uses of diuratic therapy., 16 Levin ML, Prog Cardiovasc	7 REFS, Dis 1992
	Nov - Dec; 35 (3): 22:	1 – 45,	ATTACHN

65

ATTACHMENT - 26e

NANCY A. NORA, M.D.

pg. 3

PUBLICATIONS CONT.:

Vasopressin resistance in potassium depletion: role of Na-K pump., Mujais SK; Nora NA; Chen Y, AMJ Physiol 1992 Oct; 263 (4 pt 2): F705 – 10.

Discordant aspects of aldosterone resistance in potassium depletion., Mujais SK; Chen Y; Nora NA, AMJ Physiol 1992 Jun; 262 (6 pt 2): F972 - 9.

Interpretation of hypercalcemia in a patient with end-stage renal disease., Nora NA; Singer I, Arch Intern Med 1992 June; 152 (6): 1321 - 2.

Severe acute peripartum hypernatremia., Nora NA; Hedger R; Batlle DC, AMJ Kidney Disease 1992 Apr., 19 (4) 385 - 8.

Uremic goiter: the malevolent iodide (editorial)., Nora NA; Mujais SK, Int. J Artif Organs 1991 Oct; 14 (10): 662-4.

Use of iodinated contrast media in patients with chronic renal insufficiency and in end-stage renal disease (editorial)., Nora NA; Krumlovsky FA, Int J Artif Organs 1991 Apr; 14 (4): 196 – 8.

Control of hypertension and reversal of renal failure in undifferentiated connective tissue disease by enalapril (letter; comment)., Levin ML; Ginsburg DS; Nora NA, Arch Intern Med 1990 Apr; 150 (4): 916, 918.

Hypokalemic, hypophosphatemic thyrotoxic periodic paralysis., 12 REFS, Nora NA; Berns AS, AMJ Kidney Dis 1989 Mar; 13 (3): 247-9.

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President of the Northern Illinois Region 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 Northfield, I certify the following:

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

Signature

Brian Brandenburg

Printed Name

Regional Vice President

Title

Subscribed and sworn to before me this 30th day of JUNE, 2011

Cynthia S. Turger-Signature of Notary

Seal

OFFICIAL SEAL

I am the Regional Vice President of the Northern Illinois Region 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 Northfield facility.
- These support services are will be available at Fresenius Medical Care Northfield during all six shifts:
 - Nutritional Counseling
 - o Psychiatric/Social Services
 - o Home/self training
 - Clinical Laboratory Services provided by Spectra Laboratories
- The following services will be provided via referral to Advocate Lutheran General Hospital
 - o Blood Bank Services
 - Rehabilitation Services
 - o Psychiatric Services

Signature

Brian Brandenburg/Regional Vice President Name/Title

Subscribed and sworn to before me this 3042 day of June, 2011

Cynthia S. Turger Signature of Notary

Seal

OFFICIAL SEAL CYNTHIA S TURGEON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/12/13

68

Support Services ATTACHMENT – <u>26f</u>

TRANSFER AGREEMENT BETWEEN

ADVOCATE HEALTH AND HOSPITALS CORPORATION D/B/A ADVOCATE LUTHERAN GENERAL HOSPITAL AND

FRESENIUS MEDICAL CARE OF ILLINOIS, LLC d/b/a FRESENIUS MEDICAL CARE NORTHFIELD

THIS AGREEMENT is entered into this 1st day of July 1, 2011, 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 of Northfield, 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. <u>TERM</u>

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 <u>Personal Effects.</u> 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 <u>Indemnification.</u> 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 <u>Independent Contractor.</u> 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 <u>Publicity and Advertising.</u> 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 <u>Cooperative Efforts.</u> 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 <u>Nondiscrimination</u>. 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 <u>Affiliation</u>. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.
- 4.9 <u>Applicable Laws.</u> 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 <u>Governing Law.</u> All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.
- 4.11 <u>Writing Constitutes Full Agreement.</u> 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 <u>Written Modification.</u> There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.
- 4.13 <u>Severability</u>. 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 <u>Notices</u>. 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 Northfield, 480 Central Avenue, Northfield, IL 60093, 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
OF IILLINOIS, LLC d/b/2 FRESENIUS
MEDICAL CARE NORTHFIELD

BY:		BY:
PRINTED	NAME: Anthony Armada	PRINTED NAME: Brian Brandenburg
TITLE:	President	TITLE: Regional Vice President

I am the Regional Vice President of the Northern Illinois Region 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 Northfield, I certify the following:

- 1. As supported in this application through expected referrals to Fresenius Medical Care Northfield in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 III. Adm. Code 1100, of 80% and;
- 2. Fresenius Medical Care hemodialysis patients in Illinois have achieved adequacy outcomes of:
 - 92% of patients had a URR ≥ 65%
 - \circ 95% of patients had a Kt/V ≥ 1.2

and same is expected for Fresenius Medical Care Northfield.

Signature

Brian Brandenburg/Regional Vice President Name/Title

Subscribed and sworn to before me this 3012 day of JUNE, 2011

Signature of Notary

Seal

OFFICIAL SEAL CYNTHIA S TURGEON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/12/13

Assurances ATTACHMENT – 26i

Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care Northfield 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 Northfield will have twelve dialysis stations thereby meeting this requirement.





EXHIBIT 1

LEASE SCHEDULE NO. 769-6002105-015

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

Address: 170 Wood Ave Boulh Isetti, NJ 08830 LESSEE:NATIONAL MEDICAL CARE, INC. a Delawaro corporation ("Lessee")
Address: 320 Winter Street
Wathern, MA 02451

- 1. Leason and Leason have entered into a Master Equipment Leason Agreement dated as of March 10, 2008 ("Master Leason"), including this Schedule (together, the "Leason"), pursuant to which Leason and Leason have agreed to leason the equipment described in Exhibit, hereto (the "Equipment"). Leason and Leason and realism at of the respective representations, warrantee and covariants set forth in the Master Leaso, at of the terms and provisions of which are incorporated herein by reference, as of the date hereof. Leason further confides to Leason that Leason 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 Leason.
 - 2. The Acquisition Cost of the Equipment is: \$ 3.573.373.64
- 3. The Equipment will be located at the location specified in <u>Exhibit A</u> hereto, unless the Equipment is of the type normally used at more than one toostion (such as vorticular equipment, construction machinery or the like), in which case the Equipment will be used in the area specified on <u>Exhibit A</u> 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 03/30/2015, unless renewed, extended, or sooner terminated in accordance with the terms of the Lease.
 - 5. RENT: (a) Payable in monthly installments on the 28th day of each month during the initial Lease Term as tallows:

Rental Payment Numbers 1-72 Number of Rantal Payments 72 Amount of Each Rontal Payment \$53,954.37

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

- B. OTHER PAYMENTS:
- (e) Lessue agrees to pay Rental Payments in edvence.

015 Ext. 12.40c

<u>Dialysis Machine Lease</u> <u>ATTACHMENT - 39</u>



(4

(123)

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, Lease eshall have the option to forminate the Lease for all, but not less than all, of the Equipment on the rental payment date of the thenty-forth (24th) monthly rental payment (the "Early Termination Dates"). Leases a shall notify Leasen in writing of Leased's Intention to exercise such termination option at least rinety (80) days prior to the Early Termination Date of such Lease. Leases shall pay to Lease on the Early Termination Date an eggregate amount (the "Termination Amount") equal to: (f) all rental payments, tate charges and either amounts due and owing under the Lease, including the rental payment due on the Early Termination Date; plus (ii) any and all taxes, essessments 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, Loseou shall return all of the Equipment to Lessor on the Early Termination Oats pursuant to and in the condition required by the terms of the Lesse.

In the event Lesses shall not pay the Terminetion 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 Lesse, nor any event which upon notice or lapse of time or both world constitute such an Event of Default has occurred and is continuing, Lesses shall have the option to terminate the Lease and purchase at, but not less then all, of the Equipment on the motal payment date for the shright (60th) monthly rental payment (the "Early Purchase Option Date"). Lesses shall notify Lesser in writing of Lesser's intention to exercise such early purchase option at least ninety (90) days prior to the Early Purchase Option Date of such Lesses. Lessos shall pay to Lessor on the Eerly Purchase Option Date of such Lesses, Lessos shall pay to Lessor on the Eerly Purchase Option Date on eggregate amount (the "Purchase Prior") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lesse, 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 Lesse and the purchase of the Equipment plus (ii) 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 Lesses on the Early Purchase Option Date, on an "A8-IS", "WHERE-IS" BAGIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor, provided however, that not-withstanding enything else herein to the contrary, Lessor shall warrant that the Equipment is tree and diese of all ties, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lewful right, power and authority to sell said Equipment to Lessoe.

In the event Lessee shall not pay the Purchase Price on the Early Purchase Option Date than the Initial Lesse Yerm or any remarkal term for the Equipment shall continue in full force and affect and this Early Purchase Option shall be null and void and of no further turns or officet.

9. PURCHABE OPTION: So long as no Event of Default, nor any event which upon notice or lapse of time or both would constitute and 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, Lease shall have the option, upon expiration of the Initial Lease Term, renewal term or Extended Term, to purchase oil, but not less than all, of Leaser's right, site and interest in and to the Equipment at the end of the Lease Term for a Purchase Option Price (heroinafter defined), on the last day of the Lease Term, in Immediately available funds.

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

The "Fair Market Vetue" of the Equipmant, shall be determined on the basis of, and shall be equal in amount to the value which would be obtained in, an armi-elength transaction between an informed and willing buyer-user (other than a tessee currently in possession or a used equipment denier) and an informed and willing seller under no comprision to set and, in such determinetion, costs of comover from the focation of current use shall not be a deduction from such value. For ourposes of determining Fair Market Value it will be assumed that as of the date of determining the Equipment is in at least the condition required by the Lease. If during or after the period of thirty (30) days from Lesson's receipt of the allowand written notice from Leases of Lesson's intention to exercise said purchase option, Lesson and Leases 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 Lesson and Leases of the third designated by the other independent appraiser are selected by mutual agreement between Lesson and Leases and the third designated by the other first two selected. If any party rotuses or issue appoint an appraiser or a third appraiser cannot be agreed upon by the other first two selected. If any party rotuses or issue to appoint an appraisar or a third appraiser cannot be agreed upon by the other first two selected.

015 Estritire 12 doc

<u>Dialysis Machine Lease</u> <u>ATTACHMENT - 39</u> 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 Lassee. The determination of Fak Market Value so made by the sofe appraisar or by a majority of the appraisars, if there is more than one, shall be conclusively binding upon both Lessor and Lassee. All appraisal costs, fees and expenses shall be payable by Lassee. The sale of the Equipment by Lessor to Lessee shall be on an AS-IS, WHERE-IS basis, without recourse to, or variently by, lessor provided however, that notwithstanding anything else herean to the contrary, Lessor shall warmant that the Equipment is free and clear of all tens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell seld Eculpment to Lessee.

(i

Lessee shall be deemed to have walved this Purchase Option unless it provides Lesser written notice of its inevocable election to exercise this option within fifteen (16) days after Lessee is advised of the Fair Market Value of the Equipment.

Lossee may elect to rotum all, but not less than all, of the Equipment at the end of the lottlet lease Term or any renewal term, provided that such return will only be permitted if (i) the Leasee 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 (i) the rotum of the Equipment is in accordance with the terms of the Lease and any Sortheutros, Acceptance Certificate, Richers, Exhibits and Addende thereto.

If, for any reason whatsoever, the Lossee 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 lossee term of the Equipment shall and without further action on the part of Lessee be extended on a month-to-month beris with rentals payable monthly exicutated at one hundred five percent (105%) of the highest monthly calculated the end of such Extended Term, the Lossee shall have the option to either. (i) return the Equipment to the Lessor in accordance with the terms of the Lesse; or (ii) purchase the Equipment for its then Foir Market Value as determined in accordance with the provisions set forth above. The Extended Term and (iii) Lossee provides Lessor with not less than ninety (80) days prior written notice of the antidipated date Lessor will return the Equipment and Lesser seturns the Equipment in accordance with the return provisions of this Lesso, or (b) Lessoe provides Lessor with not tess than ninety (90) days prior written notice of the seturn provisions of this Lesso, or (b) Lessoe opposites Lessor with not tess than ninety (90) days prior written notice of the Sex Market Value purchase option with respect to the Equipment.

10.STIPULATED LOSS VALUES:

Rentet Payment #	Percentage of Acoustition Cost	: Rental Payment 6	Percentage of Acquisition Cost
1	101.47	31	60,22
2	100.61	38	58.94
3	99,55	39	57.66
. 4	98.66	40	56.37
5	97.55	41	55.08
.6	98.53	42	53.78
7	95.48	43	52.47
8	94,41	44	51,16
3	93.33	45	49.84
. 10	92,25	46	48.5
<u></u>	91,15	47	47.18
	90.05	48	45.84
12 13	88,95	49	44.50
	87.83	50	43.10
. 16	86.71	51	41.79
16	85,68	52	40.43
16	84,44	53	39.00
17	83.29	54	37.6
19	82.14	55	36.3

015 Exhibita 12.dea

Dialysis Machine Lease ATTACHMENT - 39





LESSEE:

Regist Payment#	Percentage of Acculation Cost	Rental Payment #	Percentage of Acquisition Cost
20	80.97	58	34.92
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
28	73.86	62	28.47
27	72.65	63	25,04
28	71.44	64	23.61
29	70.22	65	22.17
30	68.99	68	20.72
. 31	67.76	67	19.27
32	66.52	68	17.82
33	65.27	69	16.35
34	64.01	70	
35	62.75	71	13,40
36	24.42	72	11.92

Stipulated Loss Values ero due in eddition to the Rental Payment due on the came data.

IN WITNESS WHEREOF, the parties hately certify that they have rend, accepted and caused this individual Leasing Record to be duty executed by their respective officers thereunto duty authorized.

Daled: 3/30/89

LEGROR:

Stemens Financial Services, inc.

Br. Care Waster

CAROL WALTERS
Name: VKEYRESIDENT-OO-DATESTATION.

Title

Broom Errigo St. Trenser Goa Coordingtor

015 Bichibita 12 dec

<u>Dialysis Machine Lease</u> <u>ATTACHMENT - 39</u>

केंद्रों का जा													THE COLUMN
TO STATE OF THE PROPERTY OF			THE PERSON NAMED IN	1	STATE OF THE PARTY	The second second	13.52.00	0 002%	\$ 1200 VC 15-200		ASSESSED TOTAL		320200 3202018
U etrore "Marcocici-mi	CHROPHS EAST MORNIE	Т		1	3.0%		Ŀ	L	-	_	4500727/C+ RETAINEDEA	SUBSTITUTE STORY	בוספסקד ספסבים
	ANT FUS EAST TABARLE		-		3625	1	١.	1	-	CONDITION SIS SIS TO CONTROL SISTE	ANGELETZ STRONG STREETS SOUGHE STORY	A GESTA	320
The second services and the second se	APPECATE FAST MASSAMLE		WASHELL TO	- 4	ì	•	Tancas L			PARTY NEW YORK YES STS. CLCCO.	ACCOUNTED AND ADDRESS OF THE PERSONS ASSESSED.	Nectoo a	1000000 300501
The second secon	ARREST NACHATIE			т	- 1	•)	9	7	┢	SOCIETY CLASSICS	374.300	SCHOOL SECTION
200000000000000000000000000000000000000			MASSACRILE ITM	372.05	13425.00		8	2	-1		Assertation applications		entrance according processing
840000941050000010840002105-21G	CONTRACTOR OF THE PARTY OF THE		ASSAULT.	37,203	3430	-	13.425.00 5	6	-1	TOTAL SECTION OF THE PROPERTY	1000		sycop szezets
20-2012500-41212622-5692218CPV	A SO STATE LAST RASHING CO.						3,435,00		-[t		4.46.000	ATOCOPIE DOUGHER
Secretarion manufactures	ASSERTS BAST WASHARLE			т.	l		997	6.	- NOS.103	+	C. C. L. C.		
outrestation of the common of the	ASSENCE BAST TASPOTALE				¥ 44.5	-	350	22		-	252725 27273CS	S. Carro	Transpar
10-01:200-621/2002-2014 de-ner-20	AT SO FAIR EAST MASHARLE		-		1		2	1		1 SCORES MANODALVERS THE DIOCE 1	4534747 - TATCOO	3752	3202000 32020
A COLUMN TOWN TO THE COLUMN TO	A CONCESSION PASS MASSAURLE	Now GALLATHE TOARS	N. STANSY	1	1	+		-	1_,				-
MOCO SOCIETY S					2 187,913.00	+		+	Ł	100 to 10	COURTE SANGER	3718/2009	androne androne
PACESTR TOPA		Word Contract Contract Annual	AV DE BY CHANGE	10	13,475,00 \$	*	13.426.77	⅃.	-1			2000	5-00/0CT COXCCE
0400238-10-000000 198-0001119-018	CONTRACT PRECISE RECOGNISM			22401		*	13,000,00	3 202.0	BK05 (34.55)		1	*	200000000000000000000000000000000000000
\$4000000 27227009 758-3002105-015	1-11-FINS FREEDRICHSTOCKS		1	1	ŀ		13 CO 5 CO E	22.20	90513-Q1E 1	TODGO HENCONIVES ENS ORCID	CONTROL OF THE CO		200
nescretifications Processor	113-FILS JREDGEROSBURG	200 EVECUTATE OF KITCH PARKS	A ME OF HEAD IN THE		1	-	-		*		4		
Part Town			İ		1	-	COC 3 WAGE	<u>_</u>	PESTATES 1		ı	315200	330000 330000
A SCALL STATE OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF	PRINCESCE FOR FOR DEPORTURED	ZOO CHECHTINE CENTER PRINT	ſ		1			Ļ	* Balleting		450c800037 3727509	500	DOWN HOUSE
100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 March 100 Ma	Option Conference Business		STELLER CHEEFIC INA	Į.	5 mm. 3	+	0,000	1				1	
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s					5 78,850.00	-	+	+			600051 018-807-51	37,000	anazara mazara
PED2329 TO36		CHANGE THE PROPERTY AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRES	CANESVILE P.	322.3	\$ 12.475.70 ; \$	-	35430	S. S.	30000 3000	STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	1.		_
\$454500000 1645000 1555000 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 155500 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 1555000 15550000 1555000 1555000 1555000 15550000 1555000 1555000 1555000 1550000 1550000 15550000 15550000 1550000 15500000 15500000 1550000	Ordins Comment			-	\$ 13.25.00			1	=		. L		SWEAVE INSTRUMENT LAND SWEET
>4046222 Total		Short and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the stat	And the second second	9090	\$ 13.03.30	500.00	S RESIGNED & MANY	75.7	- CONT. S. VA	THE STATE OF THE STATE OF THE	١.	100	*COCOCC 1.000000
detection actional induction poor	AVAPPES CARTIELD	Sent South West Washing and Sent July		3	ļ.	602.08	\$ 342429 5	715.50	PATRICE 1			1	
\$40,600 az4,000 att 0007 a5-015	4300 FLIS GERFIELD	SACT SOUTHWIND THE AND AND AND AND AND AND AND AND AND AND			ļ.	200			# 25134467 1	SCORE HENDOMYSS SYS, CLED	ASSERTED TOTAL	00000	TOURSE ASSERT
ことのないないできたのないできていないという	CONTRACTOR CONTRACTOR	SELVEN NOT THE PROPERTY AND REAL PROPERTY.			,		***		1 (1397-500		48244440 377725CB	SHOW	STATE OF THE SEASON
E-0.000 0-1000	Charles Capable C	SACT SOUTH VIEWFIND ATT AVENUE OF	STE CORNEGO	٦	ı	-	- 1		,		ACCUMATED 2,27,2309	- 1700G	STATE BOOK
DATE TO THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY	And the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	SACY SOUTHWINDS TO A SUFFILIE STE		2000	'n	1	3	552		TO SEE STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF TH		SYLVOOR	3.00,000 3.00,000
THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE P	200000000000000000000000000000000000000		STE CHECKSO	6.30	_	ı	٠.	1	200		۱	VI. D. S.	3302000 \$3020
2002010 10-65000 118-03 2116-016	200	NEW THE COURT OF THE PROPERTY OF THE PARTY O	CONCRETE	3000	3 00 00 0		1,424.0		5				2707029(37072)
STOCKE STANDOOR SHE COLD FILE ST	1	The Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the Court of the C	Charles C	SORCE TOPICS	'n	K K	\$ 30 POCE: \$	7,117	2.021.50	A STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STA			-
SACRESON (1274-2500) 188-30-01-05-01-2	COSTING CAPTICLO	Section and I was proper to the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the cont		_	١.	ļ	-		.4		1		+
seadth Tetal				9	ļ,	-	13.425.00	5,22.70	acteroses.	1 SCHOOL MENDON, TSTS STR. OLCOR	4504641548 20772	202020	Same Same
ביייים אריצינים מקי מער איני	VIOLED SYNCIAL	IDE DANKA 24 ACE	MES HALL TO MAKE HALL	1	ļ.				1		-+	1	
Tary South Tary					,		£ 600 %	2 %	Der.	12722CT 1 POUTLE STAN MED WITHEST SWIT	453x645300	1	320001 32000
ACTION AND DESCRIPTIONS	412FUS YELDIA	104 TANKA PLACE	WEI DAY WEST ASSESSED.	Ž.	,		1		-		-		
	Ī	± 1000		1	1		1	ì.		THE PROPERTY OF STREET	000 May 50 M		TOWNER PROPERTY
i i i	TAU CONTRACTO	SON THE PLACE	MELENANNEST -FLENA	44	.,	-	\$ 23.00		+		-		
B) Translation of the second	1				\$ 257.00			1		ED STO TOWNS OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF TH	COMMENSA		Section and actions
100	L	CONTRACTOR OF THE PRINCES	HELENATOT PLENA	E E	_	:	\$	200			- -		
ACRES SECONDARIA CONTRACTOR					1 152.00					7.00 000 0000	000000 C 1750787077	000000	HONOR STATES
Tare Louis	L	Mari Santa At Month	SACKSON	Secure Sec	2 . 3 479.75	1:	1.1000	200		1 Mark Fellen (St. S. 18 Sec.		L	Storage discours invests
Le Mentacheral no cognocar	-		1. Arch Da	7	١.	,	. 0.030	8 22.73	NOCT SOM	A MOREO HENCOLLYSTS STS CHOSE		1.	
Target version in contraction	SECRETARS JACKSTOPP	Par VEDICAL ORBIT	SOUTH TO	7	١,		\$1 5 7 to	٠,	Dec: 33407	1 250BC HOLDON, YSIS SYS, OLCIP	4.90.084784; 2/13/2000	4	CONTROL OF
THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE COURT OF THE C		SAN MECODAL SPINE	WOODN'S	Τ	1			ıĮ.	Description.	CONTRACTOR AND STANCE OF COLUMN	COCRETE THE STREET	_1	STATES ASSESSED SCHOOL
1	L	SHE MORNE DAINE	10000	102 STATE OF		*		Ł		Τ.	A COMMENT	_	angers are record
	L	CAST AMERICAN OPPICE	LACTION	\$ 5	2500	10	1 1003	01 E		┨.	-	_	
C. A. C. Marin Marin Marin Marin Marin	140000000000000000000000000000000000000				15 CT:55 C			_1	- [Ţ	District Court	Ĺ.,	S105-05-1-1-005-01-1-1-0-1-1-1-1-1-1-1-1-
TO 17 Tees	1	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	i Novi	1	13,005 ST	, r i c	3 13 425 50	300	E 151508		2000	!_	Signator agencias
in the second second	IN CONTRACTORY	A ST WARREN BOX	*******	1	31.425.20 £ jours		8 13,425,09	3.000	\$60K1304	-	+		
0-20-000-044 NOOT-00-5-TE		100 DEVENT DIRECT	Legal I	7"	١,	'	11 12.000 \$ 200.70	22.22	0000000	1 MORE HENDEN YOUR OF G	AND THE PROPERTY OF THE PARTY O	- 1	STATES SALES OF SALES
CO of the party agent the con-	of cyclinsian?	HODDEREX DIGHE	N. A.Y.	5			The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s		ĺ				

80

DELL

QUOTATION

QUOTE #: 485293558

Customer #: 84405601

Contract #: 70137

CustomerAgreement #: Dell Std Terms

Quote Date: 4/22/09

Date: 4/22/09 12:33:14 PM Customer Name: FRESENIUS 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 FactorBase Standard P	SU (224-2219)
Processor:		OptiPlex 760,Core 2 Duo E7300/2.66GHz,3M,1066	FSB (311-9514)
Memory:		2GB,Non-ECC,800MHz DDR2,2X1GB OptiPlex (3:	11-7374)
Keyboard:	·····	Deil USB Keyboard,No Hot Keys English,Black,C	Optiplex (330-1987)
Monitor:		Dell UltraSharp 1708FP BLK w/AdjStn,17 inch,1x 7682)	08FPBLK OptiPlex,Precision and Latitude (320-
Video Card:		Integrated Video,GMA 4500,DellOptiPlex 760 and	960 (320-7407)
Hard Drive:		80GB SATA 3.0Gb/s and 8MB DataBurst Cache,	Dell OptiPlex (341-8006)
Floppy Disk Dri	YC:	No Floppy Drive with Optical Filler Panel,Dell Op	tiPlex Small Form Factor (341-4609)
Operating Syste	em:	Windows XP PRO SP3 with Windows Vista Busin	ness LicenseEnglish,Dell Optiplex (420-9570)
Mouse:		Dell USB 2 Button Optical Mouse with Scroll,Black	ck OptiPlex (330-2733)
NIC:		ASF Basic Hardware Enabled Systems Managerr	ent (330-2901)
CD-ROM or DV	O-ROM Drive:	24X24 CDRW/DVD Combo, with Cyberlink Power Form Factor (313-7071)	DVD,No Media Media,Dell OptiPlex 960 Small
CD-ROM or DV	D-ROM Drive:	Cyberlink Power DVD 8.1, with Media, Dell OptiPie	x/Precision (420-9179)
Sound Card:		Heat Sink, Mainstream, Dell Optiplex Small Form	Factor (311-9520)
Speakers:	Dell AX510 black Sound Bar forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/ (313-6414)		
Cable: OptiPlex 760 Small Form FactorStandard Power Supply (330-1984)			Supply (330-1984)
Documentation	Diskette:	Documentation, English, Dell OptiPlex (330-1710)	
Documentation	Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)
Factory Installe	d Software:	No Dell Energy Smart Power Management Setting	gs,OptiPlex (467-3564)
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 3642)	Labor Onsite Response 2 Year Extended (991-
Service:		Deli Hardware Limited Warranty Pius Onsite Sen	rice Initial Year (992-6507)
Service:		Deli Hardware Limited Warranty Plus Onsite Sen	rice Extended Year(s) (992-6508)
Service:		ProSupport for IT: 7x24 Technical Support for ce	
Service:		ProSupport for IT: 7x24 Technical Support for ce	rtified IT Staff, 2 Year Extended (984-0002)

Standard On-Site Installation Declined (900-9987)
Standard On-Site Installation Declined (900-9987)
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 & ACCESSORI	ES		
Product	Quantity	Unit Price	Total
Office 2007 Sngl C 021-07777 (A0748570)	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 Tota	al Amount: \$2	80.08

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

Dell Computer Quote ATTACHMENT 39



July 1, 2011

Mr. Jason Wurtz NAI Hiffman

RE: Fresenius Medical Care

Letter Of Intent

Dear Jason.

Cushman & Wakefield of Illinois, Inc. 455 N. Cityfront Plaza Drive Suite 2800 Chicago, IL 60611-5555 (312) 470-1800 Tel (312) 470-3800 Fax www.cushwake.com

Cushman & Wakefield has been exclusively authorized by Fresenius Medical Care (FMC) to secure proposals and assist them in negotiations regarding the acquisition of leased space in the Northfield area. Of the properties we will analyze, your site has been identified as one that potentially meets the necessary requirements. At this time, we are pleased to provide the following Letter Of Intent.

Frescnius Medical Care is the world's leading provider of dialysis products and services. It manages in excess of over 2,700 kidney dialysis clinics and 50 billing centers and regional offices throughout North America. You can visit their website for financial information and highlights at www.fmcna.com.

OWNERSHIP: Central Avenue Partners, LP

480 Central Ave Northfield, IL 60093

LOCATION: 480 Central Ave

Northfield, IL 60093

INITIAL SPACE

REQUIREMENTS: Approximately 8,000 rentable square feet. Tenant shall

occupy the entire premises.

HOURS OF OPERATION: Please be advised that FMC may have employees and /

or patients on site 24 hours per day 6 days per week.

FMC is not open on Sundays.

PRIMARY TERM: Ten (10) years.

POSSESSION DATE: FMC will have the right to take possession of the

premises upon approval of the Certificate of Need to complete its necessary improvements. FMC will need a

minimum of 90 days to build out the premises.

COMMENCEMENT DATE: 90 days after Possession.

OPTION TO RENEW: FMC desires three (3) five (5) year options to renew the

lease.

RENTAL RATE:

Twenty One Dollars (\$21.00) Gross

ESCALATION:

Fifty cents (\$.50) per year beginning in the second lease

year.

COMMON AREA EXPENSES AND REAL ESTATE TAXES:

Tenant shall be responsible for all associated Tax &

Operating Expenses.

TENANT IMPROVEMENTS:

Landlord shall provide tenant with thirty dollars (\$30.00) per rentable square foot in a tenant improvement allowance. FMC shall not be required to remove their

tenant improvements at the end of the term.

DEMISED PREMISES SHELL:

Landlord shall delivery a shell base building condition, exclusive of tenant improvement allowance, with the following utilities:

- 1. Adequate electrical power installed for FMC's operation no less than 800-amp/208-volt, 3-phase.
- 2. HVAC system for the space in an amount no less than (25) tons; HVAC system shall be no older than 10 years, FMC will not responsible for replacement of HVAC system.
- 3. The presence of gas service; the presence of local City sewer service no less than a 4" line; and the presence of local City water service no less than a 2" line.

FIRE SUPPRESSION:

Landlord shall provide a sprinkler system as part of base

building.

SPACE PLANNING/ ARCHITECTURAL AND MECHANICAL DRAWINGS:

FMC will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

PARKING:

Tenant shall have use of all associated parking. Landlord shall repair, resurface and restripe parking lot.

<u>CORPORATE</u> <u>IDENTIFICATION</u>:

FMC will have complete signage rights in accordance

with local code.

ASSIGNMENT/ SUBLETTING:

FMC requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without landlord's consent. Any other assignment or subletting will be subject to landlord's prior consent, which shall not be unreasonably withheld or delayed.

ZONING AND

RESTRICTIVE COVENANTS: Landlord represents building is properly zoned for use as a

dialysis clinic.

NON DISTURBANCE:

FMC will require a non-disturbance agreement.

ENVIRONMENTAL:

Landlord represents the building and premises are free of

hazardous materials.

EXCLUSIVE TERRITORY:

Landlord agrees not to lease space under its control to another dialysis provider within a five mile radius of the

proposed location.

CON CONTINGENCY:

Landlord and FMC understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, FMC cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless FMC obtains a Certificate of Need (CON) permit from the Illinois Health Facilities Planning Board (the "Planning Board"). FMC agrees to proceed using its commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. Based on the length of the Planning Board review process, FMC does not expect to receive a CON permit prior to October 5, 2011. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to the approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective pending CON approval. Assuming CON permit approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the Planning Board does not award FMC a CON permit to establish a dialysis center on the Premises by October 5, 2011, neither party shall have any further obligation to the other party with regard to the negotiations, lease or Premises contemplated by this Letter of Intent.

SEC	ΠD	IT	\mathbf{v} .
	\mathbf{v}	11	

Fresenius Medical Care Holding will fully guarantee the lease.

BROKERAGE FEE:

Per separate agreement.

This offer is not intended to be contractual in nature and only an executed lease delivered to both parties can bind the parties to 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 or created between the herein parties in connection with the referenced property.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,

Loren Guzik Senior Director Office Group

Phone: 312-470-1897 Fax: 312-470-3800

Leven Rent

e-mail: loren guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this <u>5th</u> day of	<u>July</u>	, 2011
Ву:		
Title: Regional Vice President		
AGREED AND ACCEPTED this day of		, 2011
By:		
Title		

2010 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #11-022, Fresenius Medical Care Lockport 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 Financial Viability

Financial Viability Waiver

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

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

 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 GRO	SS SQU	ARE FE	ET BY DI	EPARTI	MENT OR S	ERVICE	
	A	В	С	D	E	E F		Н	Tatal Coat
Department (list below)	Cost/Sq New	uare Foot Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	Total Cost (G + H)
ESRD		\$130.50		·	8,000			\$1,044,000	\$1,044,000
Contingency		13.05			8,000			104,400	104,400
TOTALS		143.55			8,000			1,148,400	1,148,400
* Include the p	ercentage	(%) of spa	ce for cir	culation		•	•		

Criterion 1120.310 (d) - Projected Operating Costs

Year 2013

Salaries	\$567,430
Benefits	141,858
Supplies	123,120
Total	\$832,408

Annual Treatments 9,048

Cost Per Treatment \$92.00

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

Year 2013

Depreciation/Amortization Interest	\$78,959 0
CAPITAL COSTS	\$78,959
Treatments:	9,048
Capital Cost per treatment	\$8.73

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care of Illinois, 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: 1/1	By:
mid.	Mark Fawcett
Title: Marc Lieberman Asst Treasurer	Title: Vice President & Treasurer
Notarization:	Notarization:
Subscribed and sworn to before me this, 2011	Subscribed and sworn to before me this day of, 2011
Sergan H Cons	ole
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires

February 1, 2013

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:	By: Mark Fawcett Vice President & Asst. Treasurer
Notarization: Subscribed and sworn to before me this day of, 2011	Notarization: Subscribed and sworn to before me this 3 _ day of June_, 2011
Susan H	
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 1, 2013

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care of Illinois, 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: Marc Lieberman ITS: Asst Treasurer	By: Mark Fawcett ITS:Vice President & Treasurer
Notarization: Subscribed and sworn to before me	Notarization: Subscribed and sworn to before me this 30 day of June, 2011
this day of, 2011	4 Conorte
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public Notary Public MASSACHUSET

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 & Services Review 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: Marc Lieberman Asst Treasurer	By: Mark Paweett Vice President & Asst. Treasurer
Notarization: Subscribed and sworn to before me this, 2011	Notarization: Subscribed and sworn to before me this 30 day of June, 2011
Susan !	1 Console
Signature of Notary	Signature of Notary
Seal	Seal SUSAN H. CONSOLE Notary Public COMMONMENTH OF MASSACHURETTE My Commission Expires

Safety Net Impact Statement

The establishment of the Fresenius Medical Care Northfield dialysis facility will not have any impact on safety net services in the Northfield community. Outpatient dialysis services are not typically considered "safety net" services, to the best of our knowledge. However, we do provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid. We assist patients who do not have insurance in enrolling when possible in Medicaid and/or Medicaid as applicable, and also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

This particular application will not have an impact on any other safety net provider in the area, as no hospital within the area provides dialysis services on an outpatient basis.

Fresenius Medical Care is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the Board's definition. However, Fresenius provides care to all patients regardless of their ability to pay. There are a number of patients treated by Fresenius who either do not qualify for or will not seek any type of coverage for dialysis services. These patients are considered "self-pay" patients. These patients are invoiced as all patients are invoiced, however payment is not expected and Fresenius does not initiate any collections activity on these accounts. These unpaid invoices are written off as bad debt. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation.

The table below shows the amount of "self-pay" care provided for the 3 fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois and the amount of care provided to Medicaid patients for the three fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois. This includes in-center hemodialysis, peritoneal dialysis, home hemodialysis & sub-acute hemodialysis. (data by facility on next page)

SAFETY NET INFORMATION									
CHARITY CARE									
	2008	2009	2010						
Charity (# of self-pay patients)	305	260	146						
Charity (self-pay) Cost	3,524,880	362,751	1,307,966						
MEDICAID									
	2008	2009	2010						
Medicaid (Patients)	1,626	1,783	1,828						
Medicaid (Revenue)	37,043,006	40,401,403	44,001,539						

no other

There is information directly relevant to safety net services.

CHARITY CARE BY FACILITY

CHARITY CARE						
	200		200		201	
Facility	Charity Patients	Charity Cost	Charity Patients	Charity Cost	Charity Patients	Charity Cost
CARBONDALE	2	2,500	2	20,723	0	11,262
NORTHCENTER	1	30,407	2	34,727	3	22,117
BRIDGEPORT	6	99,428	11	118,493	2	10,991
POLK	3	51,467	4	60,738	<u></u>	26,376
EVERGREEN PARK	<u></u>	23,541	10	140,975	4	52,782
	3	67,702	0	29,403	2	8,329
GURNEE HOFFMAN ESTATES	2	19,789	2	7,418	2	4,037
·····	0	19,709	1	5,156	0	0
MELROSE PARK	3	39,118	3	100,681	0	0
MARQUETTE PARK	<u>3</u>	3,002	2	1,506	1	747
NORRIDGE		· -	0	0		14,200
NORTH KILPATRICK	1	11,290 55,625	0	0 1	5	53,516
ROLLING MEADOWS	1			205,498	4	70,577
SOUTH CHICAGO	3	115,038	8		1	26,731
SOUTH HOLLAND	4	22,191	4	31,917		2,086
SOUTH SHORE	2	20,591	1	30,066	0 0	2,086
SOUTHWESTERN ILLINOIS	1	242	0		1	2,952
SALINE COUNTY	1	3,645	2	5,583	3	8,913
RANDOLPH COUNTY	0	0	2	1,219		
WEST BELMONT	2	26,984		51,980		18,896
SUB ACUTES-CHICAGO	12	80,452	3	37,748	0	0 750
DU QUOIN	0	0	1	10,433	0	2,756
WILLIAMSON COUNTY	1	1,812	0	0	1	7,468
HAZEL CREST	3	53,440	1	9,226	1	6,303
ROUNDLAKE	4	57,640	2	44,165	1	255
AURORA	6	67,864	<u> </u>	18,818	4	21,087
BOLINGBROOK	4	31,451	0	12,317	3	5,081
BLUE ISLAND	2	21,901	4	49,341	3	22,611
DUPAGE WEST	3	43,409	3	18,336	2	9,290
CHICAGO DIALYSIS CENTER	9	66,732	6	89,972	1	14,202
DOWNERS GROVE	3	31,380	1	4,878	2	56,124
ELK GROVE	9	75,105	2	29,711	4	12,642
ELK GROVE HOME	0	0	1	18,394	1	289
GLENVIEW DIALYSIS	4	18,692	1	19,974	1	10,095
GREENWOOD	9	46,374	5	62,205	4	42,481
JACKSON PARK	11	115,160	7	125,578	2	681
WESTCHESTER	3	56,641	0	0	0	
NAPERVILLE		41,182	4	67,077	3	22,565
NORTH AVENUE	0	0	0	23,669	3	18,189
OAK PARK	5	40,346	2	32,752	2	1,487
SOUTHSIDE	9	209,871	8	129,554	3	34,459
WEST METRO	2	54,133	11	187,505	3	49,677
WEST SUBURBAN	4	34,283	5	65,129	3	34,504
ALSIP	2	9,960	0	0	00	0
AUSTIN	3	8,284	3	40,504	0	3,760
CONGRESS PARKWAY		63,900	2	46,511	1	 -
GLENDALE HEIGHTS	4	81,125	5	35,089	3	3,6 <u>81</u> 0
WILLOWBROOK	3	23,477	<u> </u>	10,815	0	12,597
BURBANK	3	63,286	5	185,201	2	305
OSWEGO	1	25,307	1	3,389_	1	0
ANTIOCH	2	21,689	2	28,682	01	1,332
MCHENRY	3	26,941	4	57,292		1,112
LAKE BLUFF	5	54,948	3	17,317	1	1,114

Safety Net Impact Statement ATTACHMENT 43

NILES	3	55,817	3	37,442	2	6,096
CHICAGO WESTSIDE	4	77,512	3	46,548	0	0
NAPERVILLE NORTH	2	18,437	1	48,627	0	0
LAKEVIEW	2	61,074	1	7,377	1	3,217
CHICAGO SUB ACUTE SOUTH	<u>-</u>	15,336	4	53,195	0	0
SOUTH SUBURBAN	10	92,140	15	148,380	8	64,049
ROGERS PARK	2	44,464	3	85,647	3	60,351
BERWYN	19	199,885	13	163,817	5	52,363
CRESTWOOD	9	59,373	3	17,034	4	84,179
ORLAND PARK	4	43,222	<u>-</u>	30,148	0	0
GARFIELD	5	97,761	3	45,903	2	14,915
EAST PEORIA	6	55,285	1	12,238	0	o
MC LEAN COUNTY	2	31,715	2	17,291	2	4,152
SPRING VALLEY	1	236	0	233	1	6,422
SPOON RIVER	3	14,971	1	9,033	1	8,835
PRAIRIE		25,383	3	32,357	3	15,634
PEKIN	0	0	0	0	2	4,721
PEORIA DOWNTOWN	2	13,799	1	10,980	2	11,301
OTTAWA	4	32,866	1	2,357		454
	0	0	0	0	<u>-</u> 1	20,619
KEWANEE		- 0	1	11,267	0	29,076
MORRIS NORTHWESTERN		 	_ 	11,207		20,010
UNIVERSITY	12	89,528	9	58,416	3	21,695
DECATUR	0	0	0	0	0	0
DECATUR EAST HOME	1	282	5	18,622	0	0
PONTIAC	3	9,732	3	4,801	0	0
VILLA PARK	2	35,003	3	95,048	2	7,258
PEORIA NORTH	<u></u> 4	27,782	3	13,179	0	3,245
ROCKFORD	0	18,003	2	24,267	2	6,946
SKOKIE	0	0	 1	4,508	1	2,698
EVANSTON	4	58,821	5	49,319	3	63,059
MC LEAN COUNTY HOME	1	2,144	1	3,971	2	6,544
FMS OTTAWA HOME	<u>-</u>	4,256	1	9,605	0	0
MERRIONETTE PARK HOME	0	1,792	0	0	0	0
MERRIONETTE PARK	0	0	2	28,882	1	9,936
UPTOWN CHICAGO	2	35,291	3	44,148	1	33,311
MIDWAY	0	0	0	0	0	0
WEST CHICAGO IL	0	0	3	24,152	0	0
MOKENA	1	544	<u>-</u>	16,250	1	1,012
ROSELAND	5	108,043	3	61,632	1	31,345
STREATOR	0	0	0	0	0	0
ROSS DIALYSIS -						
ENGLEWOOD	3	55,077	7	56,239_	1	2,132
DUPAGE PD	2	19,961	2	14,011	11	0
HOME DIALYSIS NETWORK	0	0	0	0	0	0
MACOMB	0	0	_0	0	0	0
DEERFIELD	0	0	0	0	0	0
SANDWICH JV	0	0	0	8,161_	1	985
PLAINFIELD	0	0	0	0	1	494
JOLIET HOME	0	_ 0	0	0	0	1,382
TOTAL	305	3,524,880	260	3,642,751	146	1,307,966

MEDICAID BY FACILITY

	2	008	20	009	20	010
Facility	Medicaid Patients	Medicaid Revenue	Medicaid Patients	Medicaid Revenue	Medicaid Patients	Medicaid Revenue
CARBONDALE	12	283,148	16	415,952	16	522,725
NORTHCENTER	15	405,569	20	558,533	24	594,242
BRIDGEPORT	40	1,180,753	54	1,248,522	56	1,497,867
POLK	32	925,431	23	834,213	30	931,482
EVERGREEN PARK	33	1,375,747	25	809,312	35	900,105
GURNEE	18	478,528	21	500,856	24	539,340
HOFFMAN ESTATES	15	336,993	18	409,503	27	625,205
MELROSE PARK	12	310,393	12	311,744	16	404,480
MARQUETTE PARK	21	648,670	22	588,349	27	693,007
NORRIDGE	5	89,895	12	233,683	11	280,710
NORTH KILPATRICK	22	545,259	29	584,295	35	628,314
ROLLING MEADOWS	13	262,758	17	413,596	21	565,024
SOUTH CHICAGO	47	1,027,670	46	1,236,396	52	1,409,444
	18	422,618	15	365,421	15	453,076
SOUTH HOLLAND SOUTH SHORE	29	794,571	27	658,469	22	499,015
	29	52,064	4	89,559	5	151,753
SOUTHWESTERN ILLINOIS	9	153,579	14	204,043	8	131,145
SALINE COUNTY	2		3	82,832	2	71,635
RANDOLPH COUNTY		71,698			28	863,976
WEST BELMONT	22	664,716	26	661,051		003,970
SUB ACUTES-CHICAGO	34	572,566	23	271,619	3	
DU QUOIN	4	118,815	5	121,331		58,717
WILLIAMSON COUNTY	7	155,810	8	101,072	5	96,058
HAZEL CREST	13	241,853	10	287,286	10	214,477
ROUNDLAKE	_21	47 <u>5,</u> 824	24	493,893	30	664,115
AURORA	15	282,952	13	340,956	23	409,254
BOLINGBROOK	14	369,776	15	302,564	16	391,443
BLUE ISLAND	18	520,857	19	639,785	20	587,079
DUPAGE WEST	14	340,246	_17	478,342_	23	619,706
CHICAGO DIALYSIS CENTER	_54	1,701,836	52	1,611,952	51	1,527,810
DOWNERS GROVE	11	185,34 <u>5</u>	12	24 <u>6,657</u>	1 <u>5</u>	259,648
ELK GROVE	9	246,004	19	<u>391,391</u>	22	5 <u>57,917</u>
ELK GROVE HOME	3	65,936	4	56,185	6	_86,193
GLENVIEW DIALYSIS	11	296,108	11	253,113	10	236,826
GREENWOOD	31	1,020,091	34	1,104,451	42	1,098,034
JACKSON PARK	60	1,763,376	50	1,611,563	60	1,851,859
WESTCHESTER	8	137,417	7	168,327	9	131,141
NAPERVILLE	6	77,624	8	115,372	6	119,920
NORTH AVENUE	21	391,879	21	458,432	22	506,854
OAK PARK	28	841,810	25	664,166	26	<u>564,587</u>
SOUTHSIDE	61	1,634,898	61	1,681,21 <u>1</u>	76	1,9 <u>1</u> 2,184
WEST METRO	_63	1,747,068	67	2,010,301	76	1,962,013
WEST SUBURBAN	65	2,090,809	_60	1,846,835	72	1, <u>84</u> 3,959
ALSIP	9	244,090	7	191,1 <u>9</u> 7	9	225,197
AUSTIN	13	332,346	19	528,817	27	671,506
CONGRESS PARKWAY	41	1,083,913	46	1,180,866	47	1,367,495
GLENDALE HEIGHTS	21	465,902	22_	482,868	24	<u>565,137</u>
WILLOWBROOK	3	94,728	5	101,999	10	233,802
BURBANK	29	664,960	_28	569,628	22	577,991
OSWEGO	7	98,019	7	143,557	5	122,456
ANTIOCH	2	10,824	7	43,266	16	287,398

MCHENRY	2	21,351	10	135,724	8	170,711
LAKE BLUFF	11	255,400	25	512,844	16	335,631
NILES	23	381,191	15	378,443	20	502,907
CHICAGO WESTSIDE	33	666,627	39	1,046,926	57	1,118,766
NAPERVILLE NORTH	4	62,580	10	141,891	11	165,756
LAKEVIEW	15	287,692	16	308,998	15	347,176
CHICAGO SUB ACUTE SOUTH	21	196,373	22	180,149	0	0
SOUTH SUBURBAN	25	354,674	33	394,309	26	507,127
ROGERS PARK	37	641,736	28	449,528	20	512,444
BERWYN	53	968,039	69	949,396	50	1,149,178
CRESTWOOD	19	272,090	19	326,320	14	299,259
ORLAND PARK	10	119,775	14	182,338	11	249,556
GARFIELD	42	784,977	48	844,222	38	974,577
	21	171,700	19	165,516	14	272,155
MC LEAN COUNTY	22	323,592	23	379,599	13	315,092
	0	0	. <u>25</u> 1	7,835	5	50,230
SPRING VALLEY	0	0	_ 	3,368	1	14,403
SPOON RIVER	24	 		290,328	20	289,441
PRAIRIE		426,557	1 9	5,605	20	75,355
PEKIN POWATOWA	2	21,427	30	478,951	21	476,682
PEORIA DOWNTOWN	26 5	436,300	4	50,152	3	18,974
OTTAWA	3	68,546 24,709	3	52,898	- 3	55,679
KEWANEE	2		<u>3</u>		3	71,705
MORRIS NORTHWESTERN		10,197		36,784		71,703
UNIVERSITY	56	896,346	59	1,977,014	34	958,461
DECATUR	1	7,642	1	139	2	26,534
DECATUR EAST HOME	1	6,333	0	0	2	25,777
PONTIAC		43,448	4	50,662	5	76,620
VILLA PARK	22	270,734	20	283,318	12	266,218
PEORIA NORTH	6	94,974	8	105,519	6	77,577
ROCKFORD	6	71,682	12	181,373	11	196,457
SKOKIE	15	148,400	14	152,005	10	236,890
EVANSTON	14	260,902	23	414,068	12	391,703
MC LEAN COUNTY HOME	0	0	_ 	8,184	2	6,038
FMS OTTAWA HOME	0	0		28,754	1	25,393
MERRIONETTE PARK HOME	4	31,251		32,228	1	24,985
MERRIONETTE PARK	10	121,995	18	303,698	12	226,148
UPTOWN CHICAGO	0	0	13	185,174	19	294,031
MIDWAY	0	0	0	0	1	7,882
WEST CHICAGO IL	0	0	1	2,447	14	95,727
MOKENA	0	0	0	0	1	43,121
ROSELAND	6	33,873	8	247,925	20	621,823
STREATOR	0	0	1	1,918	1	7,690
ROSS DIALYSIS -						
ENGLEWOOD	17	241,686	22	257,522	32	606,518
DUPAGE PD	2	10,958	2	26,658	5	32,570
HOME DIALYSIS NETWORK	0	0	3	48,741	0	0
MACOMB	1	3,507	4	52,762	2	30,803
DEERFIELD	0	_ 0	0	0	3	92,714
SANDWICH JV	0	0	3	13,838	3	36,284
PLAINFIELD	0	0	0	0_	9	102,051
JOLIET HOME	0	0	0	0	2	5,400
TOTAL	1,626	37,043,006	1,783 _	40,401,403	1,828	44,001,539

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.

Trip to: 9801 Woods Dr Skokie, IL 60077-1074 3.69 miles 6 minutes



A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
<u> </u>	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
栁	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 2.6 Mi	2.9 mi
735 EXII	4. Take the OLD ORCHARD RD exit, EXIT 35.	Go 0.3 M i	3.2 mi
r	5. Turn RIGHT onto OLD ORCHARD RD. If you are on OLD ORCHARD RD and reach LAWLER AVE you've gone about 0.2 miles too far	Go 0.2 Mi	3.4 mi
4	6. Turn LEFT onto WOODS DR. WOODS DR is 0.1 miles past LOCKWOOD AVE	Go 0.3 Mi	3.7 mi
	7. 9801 WOODS DR is on the LEFT. If you reach GOLF RD you've gone about 0.2 miles too far		3.7 mi
(3	9801 Woods Dr Skokie, IL 60077-1074	3.7 mi	3.7 mi

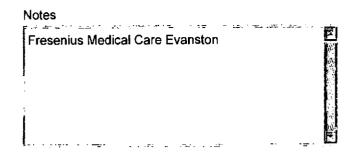
Total Travel Estimate: 3.69 miles - about 6 minutes

All rights reserved, Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use.



Trip to: 2953 Central St Evanston, IL 60201-1245 5.42 miles 11 minutes



О	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
–	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
和	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 2.6 Mi	2.9 mi
35 EXIT	4. Take the OLD ORCHARD RD exit, EXIT 35.	Go 0.3 Mi	3.2 mi
4	5. Turn LEFT onto OLD ORCHARD RD.	Go 1.4 Mi	4.6 mi
5	6. Turn SLIGHT LEFT onto GROSS POINT RD. GROSS POINT RD is just past PRINCETON AVE	Go 0.2 Mi	4.8 mi
7	7. Turn SLIGHT RIGHT onto CENTRAL ST. CENTRAL ST is just past WELLINGTON CT	Go 0.6 Mi	5.4 mi
	8. 2953 CENTRAL ST is on the LEFT. Your destination is just past CENTRAL PARK AVE If you reach HURD AVE you've gone a little too far		5.4 mi
₽	2953 Central St Evanston, IL 60201-1245	5.4 mi	5.4 mi

Total Travel Estimate: 5.42 miles - about 11 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 5623 W Touhy Ave Niles, IL 60714-4019 7.99 miles 11 minutes



φ		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
भ्रा	EST 94	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 6.8 Mi	7.1 mi
BDA EXIT		4. Take the WEST TOUHY AVE exit, EXIT 39A.	Go 0.2 Mi	7.3 mi
7	*	5. Turn SLIGHT RIGHT onto TOUHY AVE.	Go 0.7 Mi	8.0 mi
	•	6. 5623 W TOUHY AVE is on the LEFT. Your destination is just past N CENTRAL AVE If you reach N AUSTIN AVE you've gone about 0.1 miles too far		8.0 mi
P		5623 W Touhy Ave Niles, IL 60714-4019	8.0 mi	8.0 mi

Total Travel Estimate: 7.99 miles - about 11 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

36 CITIES IN 60 DAYS ** TRAVELING THE AMERICAN ROAD ** AoI Travel.

Experience America this summer with Paul Brady

FOLLOW OUR TRIP>

Trip to: 405 Lake Cook Rd Deerfield, IL 60015-4993 5.89 miles 12 minutes



•	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going NORTH on CENTRAL AVE toward OAK ST.	Go 0.05 Mi	0.05 mi
†	2. CENTRAL AVE becomes W FRONTAGE RD.	Go 1.9 Mi	2.0 mi
†	3. W FRONTAGE RD becomes SKOKIE BLVD.	Go 0.6 Mi	2.6 mi
4 68	4. Turn LEFT onto DUNDEE RD / IL-68. If you reach HENRICI DR you've gone about 0.4 miles too far	Go 1.7 Mi	4.3 mi
₽ 43	5. Turn RIGHT onto WAUKEGAN RD / IL-43. WAUKEGAN RD is 0.1 miles past OAK LEAF TER	Go 1.1 Mi	5.4 mi
4	6. Turn LEFT onto LAKE COOK RD. LAKE COOK RD is 0.2 miles past CHESTNUT RD	Go 0.3 Mi	5.8 mi
U	7. Make a U-TURN onto LAKE COOK RD.	Go 0.1 Mi	5.9 mi
•	8. 405 LAKE COOK RD is on the RIGHT. If you reach S WAUKEGAN RD you've gone about 0.1 miles too far		5.9 mi
₿	405 Lake Cook Rd Deerfield, IL 60015-4993	5.9 mi	5.9 mi

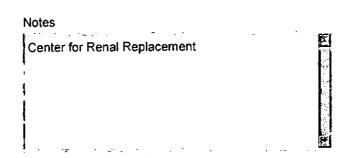
Total Travel Estimate: 5.89 miles - about 12 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our <u>Terms of Use</u>

Get MapQuest on your mobile. mobile.mapquest.com>>

Trip to: 7301 N Lincoln Ave Lincolnwood, IL 60712-1709 8.31 miles 12 minutes



A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
村	94	3. Merge onto 1-94 E / EDENS EXPY E toward CHICAGO.	Go 7.0 Mi	7.3 mi
EXIT		4. Take the EAST TOUHY AVE exit, EXIT 39B.	Go 0.2 Mi	7.5 mi
7		5. Turn SLIGHT RIGHT onto TOUHY AVE.	Go 0.6 Mi	8.1 mi
4	(413)	6. Turn SHARP LEFT onto N LINCOLN AVE / US-41. N LINCOLN AVE is just past N KILBOURN AVE	Go 0.2 Mi	8.3 mi
		7. 7301 N LINCOLN AVE is on the RIGHT. Your destination is just past W CHASE AVE If you reach W JARVIS AVE you've gone about 0.1 miles too far		8.3 mi
₿		7301 N Lincoln Ave Lincolnwood, IL 60712-1709	8.3 mi	8.3 mi

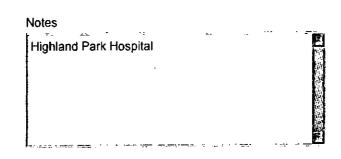
Total Travel Estimate: 8.31 miles - about 12 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our <u>Terms of Use</u>



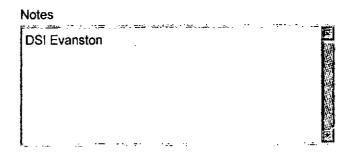
Trip to:
718 Glenview Ave
Highland Park, IL 60035-2432
7.50 miles
13 minutes



A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	*	1. Start out going NORTH on CENTRAL AVE toward OAK ST.	Go 0.05 Mi	0.05 mi
1	-	2. CENTRAL AVE becomes W FRONTAGE RD.	Go 0.9 Mi	0.9 mi
P		3. Turn RIGHT onto TOWER RD. TOWER RD is 0.7 miles past NORTHFIELD PLZ	Go 0.1 Mi	1.1 mi
13	MEST 94	4. Merge onto I-94 W / EDENS EXPY W / US-41 N via the ramp on the LEFT. If you reach FORESTWAY DR you've gone about 0.5 miles too far	Go 1.9 Mi	2.9 mi
EXIT	415	5. Keep LEFT to take US-41 N via EXIT 29 toward WAUKEGAN.	Go 3.0 Mi	5.9 mi
EXIT		6. Take the EAST CENTRAL AVE exit.	Go 0.2 Mi	6.2 mi
\$ IT		7. Merge onto CENTRAL AVE.	Go 0.7 Mi	6.9 mi
4	-	8. Turn LEFT onto GREEN BAY RD. GREEN BAY RD is just past MCGOVERN ST	Go 0.5 Mi	7.3 mi
4		9. Turn LEFT onto GLENVIEW AVE. GLENVIEW AVE is just past HOMEWOOD AVE	Go 0.2 Mi	7.5 mi
-		10. 718 GLENVIEW AVE is on the LEFT. Your destination is just past MIDLOTHIAN AVE If you are on HOMEWOOD AVE and reach PARK AVE W you've gone about 0.3 miles too far	_	7.5 mi
₿		718 Glenview Ave Highland Park, IL 60035-2432	7.5 mi	7.5 mi

Total Travel Estimate: 7.50 miles - about 13 minutes

Trip to: 1715 Central St Evanston, IL 60201-1507 5.49 miles 15 minutes



A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 2.1 Mi	, 2.3 mi
•	3. Turn RIGHT onto GREEN BAY RD.	Go 3.0 Mi	5.3 mi
4	4. Turn LEFT onto CENTRAL ST. CENTRAL ST is 0.1 miles past LIVINGSTON ST	Go 0.2 Mi	5.5 mi
	5. 1715 CENTRAL ST is on the LEFT. Your destination is 0.1 miles past BROADWAY AVE If you reach EASTWOOD AVE you've gone a little too far		5.5 mi
P	1715 Central St Evanston, IL 60201-1507	5.5 mi	5.5 mi

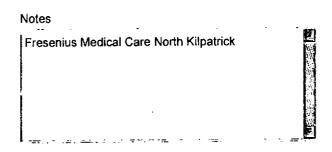
Total Travel Estimate: 5.49 miles - about 15 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our <u>Terms of Use</u>

FREE GPS for your iPhone or Android. mobile.mapquest.com/app>

Trip to: 4800 N Kilpatrick Ave Chicago, IL 60630-1725 10.51 miles 15 minutes



•	,	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
X IT	प्र <u>ु</u>	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 9.0 Mi	9.3 mi
TAIC Exit	-	4. Take the IL-50 S / CICERO AVE exit, EXIT 41C.	Go 0.2 Mi	9.5 mi
7	50	5. Turn SLIGHT RIGHT onto N CICERO AVE / IL-50.	Go 0.6 Mi	10.0 mi
4		6. Turn LEFT onto N ELSTON AVE. N ELSTON AVE is 0.1 miles past W FOSTER AVE	Go 0.3 Mi	10.3 mi
r		7. Turn RIGHT onto N KILPATRICK AVE. N KILPATRICK AVE is just past N KOLMAR AVE	. Go 0.2 Mi	10.5 mi
		8. 4800 N KILPATRICK AVE is on the RIGHT. If you reach W LAWRENCE AVE you've gone a little too far		10.5 mi
₽		4800 N Kilpatrick Ave Chicago, IL 60630-1725	10.5 mi	10.5 mi

Total Travel Estimate: 10.51 miles - about 15 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms.of.Use

FREE GPS for your iPhone or Android. mobile.mapquest.com/app>>

Trip to: 9371 N Milwaukee Ave Niles, IL 60714-1303 8.60 miles 16 minutes Notes Fresenius Medical Care Niles

4		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
村	194 94	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 2.6 Mi	2.9 mi
35 Exit	-	4. Take the OLD ORCHARD RD exit, EXIT 35.	Go 0.3 Mi	3.2 mi
P		5. Turn RIGHT onto OLD ORCHARD RD. If you are on OLD ORCHARD RD and reach LAWLER AVE you've gone about 0.2 miles too far	Go 0.6 Mi	3.9 mi
4		6. Turn LEFT onto HARMS RD.	Go 0.5 Mi	4.4 mi
.		7. Take the 1st RIGHT onto GOLF RD. If you reach CAPRI LN you've gone about 0.2 miles too far	Go 3.7 Mi	8.1 mi
4	21	8. Turn LEFT onto N MILWAUKEE AVE / IL-21. N MILWAUKEE AVE is 0.4 miles past MICHAEL MNR	Go 0.4 Mi	8.5 mi
U	21	9. Make a U-TURN onto N MILWAUKEE AVE / IL-21. If you reach N MARYLAND ST you've gone a little too far	Go 0.07 Mi	8.6 mi
		10. 9371 N MILWAUKEE AVE is on the RIGHT. If you reach W GOLF RD you've gone about 0.3 miles too far		8.6 mi
ø	•	9371 N Milwaukee Ave Niles, IL 60714-1303	8.6 mi	8.6 mi

Total Travel Estimate: 8.60 miles - about 16 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or

Trip to: 4248 Commercial Way Glenview, IL 60025-3573 6.95 miles 17 minutes

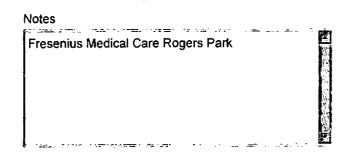
Notes

Fresenius Medical Care Glenview

P	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
•	2. Take the 1st RIGHT onto WILLOW RD. If you are on S HAPP RD and reach ORCHARD LN you've gone a little too far	Go 0.5 Mi	0.7 mi
4	3. Turn LEFT onto WAGNER RD. WAGNER RD is just past EATON ST	Go 1.5 Mi	2.2 mi
•	4. Turn RIGHT onto E LAKE AVE. E LAKE AVE is 0.1 miles past WAGNER CT	Go 3.1 Mi	5.3 mi
4	5. Turn LEFT onto GREENWOOD RD. GREENWOOD RD is 0.2 miles past HUBER LN	Go 0.4 Mi	5.7 mi
•	6. Take the 2nd RIGHT onto GLENVIEW RD. If you reach LINNEMAN ST you've gone about 0.2 miles too far	Go 0.8 Mi	6.5 mi
†	7. GLENVIEW RD becomes DEARLOVE RD.	Go 0.3 Mi	6.8 mi
*	8. Turn RIGHT onto COMMERCIAL WAY. If you reach DI PAOLO CTR you've gone about 0.1 miles too far	Go 0.1 Mi	6.9 mi
	9. 4248 COMMERCIAL WAY is on the LEFT. Your destination is 0.1 miles past COMMERCIAL WAY If you reach DEARLOVE RD you've gone about 0.1 miles too far	n .	6.9 mi
p	4248 Commercial Way Glenview, IL 60025-3573	6.9 mi	6.9 mi

Total Travel Estimate: 6.95 miles - about 17 minutes

Trip to: 2277 W Howard St Chicago, IL 60645-1922 10.49 miles 19 minutes



A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
7 1 C	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 4.5 Mi	4.8 mi
37B EXIT	4. Merge onto DEMPSTER ST via EXIT 37B.	Go 2.0 Mi	6.9 mi
•	5. Turn RIGHT onto CRAWFORD AVE. CRAWFORD AVE is just past KEYSTONE AVE	Go 1.5 Mi	8.4 mi
4	6. Turn LEFT onto W HOWARD ST. W HOWARD ST is just past DOBSON ST	Go 2.1 Mi	10.5 mi
	7. 2277 W HOWARD ST. Your destination is just past N OAKLEY AVE If you reach N BELL AVE you've gone a little too far	<u>.</u>	10.5 mi
₽	2277 W Howard St Chicago, IL 60645-1922	10.5 mi	10.5 mi

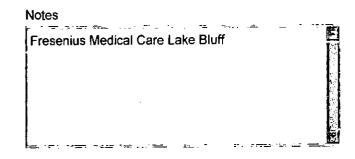
Total Travel Estimate: 10.49 miles - about 19 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our <u>Terms of Use</u>

FREE GPS for your iPhone or Android. mobile.mapquest.com/app>>

Trip to: 101 Waukegan Road Lake Bluff, IL 60044 14.03 miles 20 minutes



Ø		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	-	Start out going NORTH on CENTRAL AVE toward OAK ST.	Go 0.05 Mi	0.05 mi
†		2. CENTRAL AVE becomes W FRONTAGE RD.	Go 0.9 Mi	. 0.9 mi
•	<u>.</u> 11994	3. Turn RIGHT onto TOWER RD. TOWER RD is 0.7 miles past NORTHFIELD PLZ	Go 0.1 Mi	. 1.1 mi
13	14ST 94	4. Merge onto I-94 W / EDENS EXPY W / US-41 N via the ramp on the LEFT. If you reach FORESTWAY DR you've gone about 0.5 miles too far	Go 1.9 Mi	2.9 mi
EXIT	60RTH 415	5. Keep LEFT to take US-41 N via EXIT 29 toward WAUKEGAN.	Go 7.9 Mi	10.8 mi
4	60	6. Turn LEFT onto IL-60 / W KENNEDY RD / TOWNLINE RD. IL-60 is 0.6 miles past W WESTLEIGH RD	Go 0.5 Mi	11.3 mi
.	43)	7. Turn RIGHT onto N WAUKEGAN RD / IL-43. N WAUKEGAN RD is 0.2 miles past N SUFFOLK LN	Go 2.7 Mi	14.0 mi
		8. 101 WAUKEGAN ROAD. Your destination is just past CARRIAGE PARK AVE If you reach ROCKLAND RD you've gone a little too far	·	14.0 mi
₽	,	101 Waukegan Road Lake Bluff, IL 60044	14.0 mi	14.0 mi

Total Travel Estimate: 14.03 miles - about 20 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 2620 W Addison St Chicago, IL 60618-5905 13.85 miles 20 minutes

Notes	
Fresenius Medical Care Northcenter	2
	P

A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
対 顎	3. Merge onto I-94 E toward CHICAGO.	Go 12.1 Mi	12.4 mi
45A Exit	4. Take the ADDISON ST exit, EXIT 45A.	Go 0.2 Mi	12.6 mi
	5. Turn LEFT onto W ADDISON ST.	Go 1.3 Mi	13.8 mi
	6. 2620 W ADDISON ST. Your destination is just past N TALMAN AVE If you reach N ROCKWELL ST you've gone a little too far		13.8 mi
₿	2620 W Addison St Chicago, IL 60618-5905	13.8 mi	13.8 mi

Total Travel Estimate: 13.85 miles - about 20 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our <u>Terms of Use</u>

36 CITIES IN 60 DAYS ** TRAVELING THE AMERICAN ROAD ** AoI Travel.

Experience America this summer with Paul Brady Follow OUR TRIP>

Trip to: 4935 W Belmont Ave Chicago, IL 60641-4332 12.63 miles 20 minutes

Notes			_		
Fresenius Wes	st Belmoni	, ,-	· ·-		
		_		=	

A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	-	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
X II	785T 94	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 10.1 Mi	10.4 mi
43A EXIT		4. Take the WILSON AVE exit, EXIT 43A.	Go 0.2 Mi	10.7 mi
r	•	5. Turn RIGHT onto W WILSON AVE. If you reach I-94 E you've gone about 0.2 miles too far	Go 0.02 Mi	10.7 mi
4	50'	6. Take the 1st LEFT onto N CICERO AVE / IL-50. If you are on N LAMON AVE and reach W EASTWOOD AVE you've gone about 0.1 miles too far	Go 1.8 Mi	12.5 mi
₽.		7. Turn RIGHT onto W BELMONT AVE. W BELMONT AVE is just past W MELROSE ST	Go 0.2 Mi	12.6 mi
		8. 4935 W BELMONT AVE is on the LEFT. Your destination is just past N LAMON AVE If you reach N LAVERGNE AVE you've gone a little too far		12.6 mi
₽		4935 W Belmont Ave Chicago, IL 60641-4332	12.6 mi	12.6 mi

Total Travel Estimate: 12.63 miles - about 20 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 5140 N California Ave Chicago, IL 60625-3645 11.62 miles 21 minutes

Notes			
Nephron Dialysis	•		
			A. A. A. A. A. A. A. A. A. A. A. A. A. A
			120
			<u> </u>

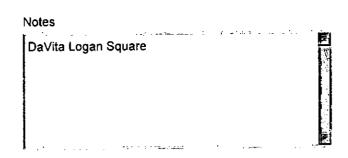
A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
t t	PAST 94	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 7.0 Mi	7.3 mi
39B Exit		4. Take the EAST TOUHY AVE exit, EXIT 39B.	Go 0.2 Mi	7.5 mi
7	and the second	5. Turn SLIGHT RIGHT onto TOUHY AVE.	Go 0.6 Mi	8.1 mi
7	(<u>41</u> 1)	6. Turn SLIGHT RIGHT onto N LINCOLN AVE / US-41. N LINCOLN AVE is just past N KILBOURN AVE	Go 2.8 Mi	10.9 mi
•		7. Turn RIGHT onto N CALIFORNIA AVE. N CALIFORNIA AVE is just past N MOZART ST	Go 0.7 Mi	11.6 mi
		8. 5140 N CALIFORNIA AVE. Your destination is just past W FOSTER AVE If you reach W CARMEN AVE you've gone a little too far		11.6 mi
₿		5140 N California Ave Chicago, IL 60625-3645	11.6 mi	11.6 mi

Total Travel Estimate: 11.62 miles - about 21 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 2659 N Milwaukee Ave Chicago, IL 60647-1643 13.92 miles 21 minutes



P	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
対 蜀	3. Merge onto I-94 E toward CHICAGO.	Go 12.6 Mi	13.0 mi
(35B) (EXIT	4. Take the KIMBALL AVE exit, EXIT 45B.	Go 0.2 Mi	13.1 mi
₽	5. Turn RIGHT onto N KIMBALL AVE. If you reach I-90 E you've gone about 0.1 miles too far	Go 0.6 Mi	13.7 mi
5	6. Turn SLIGHT LEFT onto N MILWAUKEE AVE. N MILWAUKEE AVE is just past N WOODARD ST	Go 0.2 Mi	13.9 mi
	7. 2659 N MILWAUKEE AVE. Your destination is just past N SAWYER AVE If you reach N KEDZIE BLVD you've gone about 0.1 miles too far		13.9 mi
@	2659 N Milwaukee Ave Chicago, IL 60647-1643	13.9 mi	13.9 mi

Total Travel Estimate: 13.92 miles - about 21 minutes

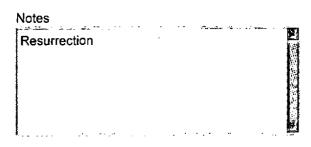
All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

36 CITIES IN 60 DAYS ** TRAVELING THE AMERICAN ROAD ** AOI Travel.

Experience America this summer with Paul Brady FOLLOW OUR TRIP>

Trip to: 7435 W Talcott Ave Chicago, IL 60631-3707 14.17 miles 22 minutes



A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	• ••	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
犲	145T 94	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 9.0 Mi	9.3 mi
कार्ट ह्या		4. Take the IL-50 S / CICERO AVE exit, EXIT 41C.	Go 0.2 Mi	9.5 mi
7	50	5. Turn SLIGHT RIGHT onto N CICERO AVE / IL-50.	Go 0.9 Mi	10.4 mi
I		6. Turn RIGHT onto W LAWRENCE AVE. W LAWRENCE AVE is just past W GUNNISON ST	Go 0.4 Mi	10.7 mi
村	798	7. Merge onto I-90 W / KENNEDY EXPY W. If you reach N AVONDALE AVE you've gone about 0.1 miles too far	Go 2.4 Mi	13.2 mi
EXIT		8. Take EXIT 81B toward SAYRE AVE.	Go 0.2 Mi	13.4 mi
1		9. Stay STRAIGHT to go onto W TALCOTT AVE.	Go 0.8 Mi	14.2 mi
		10. 7435 W TALCOTT AVE is on the LEFT. Your destination is just past N OKETO AVE If you reach N ORIOLE AVE you've gone about 0.2 miles too far		14.2 mi
φ	••	7435 W Talcott Ave Chicago, IL 60631-3707	14.2 mi	14.2 mi

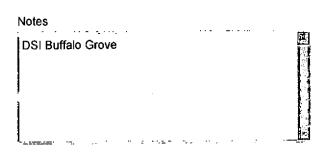
Total Travel Estimate: 14.17 miles - about 22 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or



Trip to: 1291 W Dundee Rd Buffalo Grove, IL 60089-4009 13.28 miles 23 minutes



φ	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
₽	2. Take the 1st RIGHT onto WILLOW RD. If you are on S HAPP RD and reach ORCHARD LN you've gone a little too far	Go 6.0 Mi	6.2 mi
†	3. WILLOW RD becomes PALATINE RD EXPRESS LN.	Go 4.6 Mi	- 10.8 mi
t	4. PALATINE RD EXPRESS LN becomes E PALATINE RD.	Go 0.2 Mi	11.0 mi
7 12	5. Turn SLIGHT RIGHT onto E RAND RD / US-12. E RAND RD is just past N PINETREE DR	Go 0.3 Mi	11.2 mi
7	6. Turn SLIGHT RIGHT onto N ARLINGTON HEIGHTS RD. If you are on W RAND RD and reach N CHESTNUT AVE you've gone about 0.4 miles too far	Go 1.9 Mi	13.2 mi
68	7. Turn LEFT onto W DUNDEE RD / IL-68. W DUNDEE RD is just past W BOEGER DR	Go 0.09 Mi	13.3 mi
	8. 1291 W DUNDEE RD is on the LEFT. If you reach GROVE DR you've gone a little too far		13.3 mi
P	1291 W Dundee Rd Buffalo Grove, IL 60089-4009	13.3 mi	13.3 mi

Total Travel Estimate: 13.28 miles - about 23 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

36 CITIES IN 60 DAYS ** TRAVELING THE AMERICAN ROAD ** AoI Travel.

Experience America this summer with Paul Brady FOLLOW OUR TRIP>

Trip to: 1444 W Willow St Chicago, IL 60642-1524 16.38 miles 23 minutes

Notes

Fresenius Medical Care West Willow

P		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
21	7451 94	3. Merge onto I-94 E toward CHICAGO.	Go 15.3 Mi	15.6 mi
ASA EXIT	- · ·	4. Take the ARMITAGE AVE exit, EXIT 48A.	Go 0.2 Mi	15.8 mi
4		5. Turn LEFT onto W ARMITAGE AVE. If you are on N HERMITAGE AVE and reach W CORTLAND ST you've gone about 0.1 miles too far	Go 0.2 Mi	16.0 mi
r		6. Turn RIGHT onto N ELSTON AVE.	Go 0.3 Mi	16.3 mi
4	· •	7. Turn LEFT onto W WILLOW ST. W WILLOW ST is 0.2 miles past W CORTLAND ST	Go 0.06 Mi	16.4 mi
		8. 1444 W WILLOW ST is on the LEFT. If you reach W WABANSIA AVE you've gone about 0.1 miles too far		16.4 mi
B	•	1444 W Willow St Chicago, IL 60642-1524	16.4 mi	16.4 mi

Total Travel Estimate: 16.38 miles - about 23 minutes

All rights reserved. Use subject to License/Copyright

Trip to: 4180 Winnetka Ave Rolling Meadows, IL 60008-1375 15.24 miles 25 minutes

Notes

Fresenius Medical Care Rolling Meadows

A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
L	2. Take the 1st RIGHT onto WILLOW RD. If you are on S HAPP RD and reach ORCHARD LN you've gone a little too far	Go 6.0 Mi	6.2 mi
†	3. WILLOW RD becomes PALATINE RD EXPRESS LN.	Go 4.6 Mi	10.8 mi
†	4. PALATINE RD EXPRESS LN becomes E PALATINE RD.	Go 1.6 Mi	12.3 mi
श्री 📆	5. Merge onto IL-53 S.	Go 2.2 Mi	14.5 mi
भ्रा	6. Merge onto W EUCLID AVE	Go 0.4 Mi	14.9 mi
•	7. Turn RIGHT onto HICKS RD. If you reach VERMONT ST you've gone about 0.1 miles too far	Go 0.3 Mi	15.2 mi
•	8. Turn RIGHT onto WINNETKA AVE. WINNETKA AVE is 0.1 miles past LINCOLN AVE	Go 0.02 Mi	15.2 mi
	9. 4180 WINNETKA AVE is on the LEFT. If you reach WINNETKA CIR you've gone about 0.1 miles too far		15.2 mi
6	4180 Winnetka Ave Rolling Meadows, IL 60008-1375	15.2 mi	15.2 mi
Total Travel E	stimate: 15.24 miles - about 25 minutes		

All rights reserved. Use subject to License/Copyright

Trip to: 1400 Townline Rd Mundelein, IL 60060-4433 16.85 miles 25 minutes

Freseni	us Medical	Care Mun	delein		
					ſ
1					l

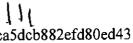
P		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	••	Start out going NORTH on CENTRAL AVE toward OAK ST.	Go 0.05 Mi	0.05 mi
†		2. CENTRAL AVE becomes W FRONTAGE RD.	Go 0.9 Mi	0.9 mi
Þ		3. Turn RIGHT onto TOWER RD. TOWER RD is 0.7 miles past NORTHFIELD PLZ	Go 0.1 Mi	1.1 mi
1/3	PAST 94	4. Merge onto I-94 W / EDENS EXPY W / US-41 N via the ramp on the LEFT. If you reach FORESTWAY DR you've gone about 0.5 miles too far	Go 1.9 Mi	2.9 mi
-29 Exit	PORTH 41	5. Keep LEFT to take US-41 N via EXIT 29 toward WAUKEGAN.	Go 7.9 Mi	10.8 mi
4	6	6. Turn LEFT onto IL-60 W / W KENNEDY RD / TOWNLINE RD. Continue to follow IL-60 W / TOWNLINE RD. IL-60 W is 0.6 miles past W WESTLEIGH RD	Go 6.0 Mi	16.8 mi
		7. 1400 TOWNLINE RD is on the RIGHT. Your destination is 0.1 miles past S BUTTERFIELD RD If you reach MCCORMICK AVE you've gone about 0.1 miles too far		16.8 mi
(3)		1400 Townline Rd Mundelein, IL 60060-4433	16.8 mi	16.8 mi

Total Travel Estimate: 16.85 miles - about 25 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

Get MapQuest on your mobile. mobile.mapquest.com>



Trip to: 691 E Dundee Rd Palatine, IL 60074-2817 14.32 miles 25 minutes

Notes Fresenius Medical Care Palatine

Ą		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	. Go 0.2 Mi	0.2 mi
•		2. Take the 1st RIGHT onto WILLOW RD. If you are on S HAPP RD and reach ORCHARD LN you've gone a little too far	Go 6.0 Mi	6.2 mi
†		3. WILLOW RD becomes PALATINE RD EXPRESS LN.	Go 4.6 Mi	10.8 mi
†		4. PALATINE RD EXPRESS LN becomes E PALATINE RD.	Go 0.2 Mi	11.0 mi
7	12	5. Turn SLIGHT RIGHT onto E RAND RD / US-12. E RAND RD is just past N PINETREE DR	Go 3.1 Mi	14.1 mi
5	68	6. Turn SLIGHT LEFT onto E DUNDEE RD / IL-68. E DUNDEE RD is 0.2 miles past E WINSLOWE DR	Go 0.3 Mi	14.3 mi
		7. 691 E DUNDEE RD is on the LEFT. Your destination is just past N LYNDA DR If you reach N DENISE DR you've gone about 0.1 miles too far		14.3 mi
₽		691 E Dundee Rd Palatine, IL 60074-2817	14.3 mi	14.3 mi

Total Travel Estimate: 14.32 miles - about 25 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

Aol Travel. 36 CITIES IN 60 DAYS FOLLOW OUR TRIP>

Trip to: 820 W Jackson Blvd Chicago, IL 60607-3026 19.14 miles 25 minutes

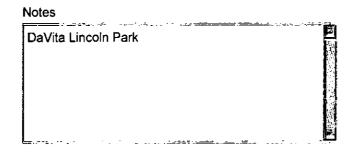
Notes Fresenius Medical Care Chicago Dialysis

P	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	1. Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
21	3. Merge onto I-94 E toward CHICAGO.	Go 18.5 Mi	18.8 mi
SIF Ext	4. Take the ADAMS ST / JACKSON BLVD exit, EXIT 51F.	Go 0.05 Mi	18.8 mi
RAMP	5. Take the ADAMS ST ramp.	Go 0.09 Mi	18.9 mi
*	6. Turn RIGHT onto W ADAMS ST.	Go 0.1 Mi	19.0 mi
4	7. Take the 2nd LEFT onto S GREEN ST. If you reach S PEORIA ST you've gone a little too far	Go 0.09 Mi	19.1 mi
4	8. Take the 1st LEFT onto W JACKSON BLVD. If you reach W VAN BUREN ST you've gone a little too far	Go 0.04 Mi	19.1 mi
	9. 820 W JACKSON BLVD is on the LEFT. If you reach S HALSTED ST you've gone a little too far		19.1 mi
₿	820 W Jackson Blvd Chicago, IL 60607-3026	19.1 mi	: 19.1 mi

Total Travel Estimate: 19.14 miles - about 25 minutes

All rights reserved. Use subject to License/Copyright

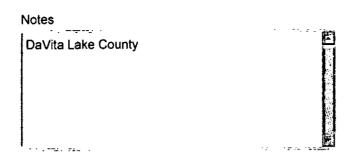
Trip to: 3157 N Lincoln Ave Chicago, IL 60657-3111 16.13 miles 25 minutes



P	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
村	3. Merge onto I-94 E toward CHICAGO.	Go 13.6 Mi	13.9 mi
4GA Exit	4. Take the CALIFORNIA AVE exit, EXIT 46A.	Go 0.1 Mi	14.1 mi
7	5. Turn SLIGHT RIGHT onto N CALIFORNIA AVE.	Go 0.01 Mi	14.1 mi
U	6. Make a U-TURN onto N CALIFORNIA AVE.	Go 0.5 Mi	14.6 mi
F	7. Turn RIGHT onto W BELMONT AVE. W BELMONT AVE is just past N ELSTON AVE	Go 1.5 Mi	16.1 mi
7	8. Turn SLIGHT RIGHT onto N LINCOLN AVE. N LINCOLN AVE is 0.1 miles past N PAULINA ST	Go 0.04 Mi	16.1 mi
	9. 3157 N LINCOLN AVE is on the LEFT. If you reach N GREENVIEW AVE you've gone about 0.1 miles too far		16.1 mi
₿	3157 N Lincoln Ave Chicago, IL 60657-3111	16.1 mi	16.1 mi

Total Travel Estimate: 16.13 miles - about 25 minutes

Trip to: 918 S Milwaukee Ave Libertyville, IL 60048-3229 17.29 miles 26 minutes



A	*	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	e u sue	Start out going NORTH on CENTRAL AVE toward OAK ST.	Go 0.05 Mi	0.05 mi
†		2. CENTRAL AVE becomes W FRONTAGE RD.	Go 0.9 Mi	0.9 mì
	•	3. Turn RIGHT onto TOWER RD. TOWER RD is 0.7 miles past NORTHFIELD PLZ	Go 0.1 Mi	1.1 mi
13	"M33" 94	4. Merge onto I-94 W / EDENS EXPY W / US-41 N via the ramp on the LEFT. If you reach FORESTWAY DR you've gone about 0.5 miles too far	Go 1.9 Mi	2.9 mi
Exit	(41t)	5. Keep LEFT to take US-41 N via EXIT 29 toward WAUKEGAN.	Go 7.9 Mi	10.8 mi
4		6. Turn LEFT onto IL-60 W / W KENNEDY RD / TOWNLINE RD. Continue to follow IL-60 W / TOWNLINE RD. IL-60 W is 0.6 miles past W WESTLEIGH RD	Go 4.2 Mi	15.0 mi
•	21	7. Turn RIGHT onto N MILWAUKEE AVE / IL-21. N MILWAUKEE AVE is 0.9 miles past N ST MARYS RD	Go 2.3 Mi	17.3 mi
		8. 918 S MILWAUKEE AVE. Your destination is 0.2 miles past E GOLF RD If you reach VALLEY PARK DR you've gone a little too far		17.3 mi
B		918 S Milwaukee Ave Libertyville, IL 60048-3229	17.3 mi	17.3 mi

Total Travel Estimate: 17.29 miles - about 26 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 1625 Oakton Pl Des Plaines, IL 60018-2002 12.63 miles 26 minutes

Notes

Fresenius Medical Care DesPlaines



P		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
r		2. Take the 1st RIGHT onto WILLOW RD. If you are on S HAPP RD and reach ORCHARD LN you've gone a little too far	Go 5.1 Mi	5.4 mi
t it	757	3. Merge onto I-294 S via the ramp on the LEFT (Portions toll). If you reach NIELSEN PLZ you've gone about 0.2 miles too far	Go 3.2 Mi	8.6 mi
EXIT		4. Take the exit toward IL-58 / GOLF RD.	Go 0.5 Mi	9.0 mi
•	58	6. Take the 1st RIGHT onto E GOLF RD / IL-58. If you are on BENDER RD and reach W BALLARD RD you've gone about 0.6 miles too far	Go 1.0 Mi	10.1 mi
4	(45)	7. Take the 1st LEFT onto N DES PLAINES RIVER RD / US-45 / N RIVER RD. If you are on E GOLF RD and reach MARY ST you've gone about 0.1 miles too far	Go 0.5 Mi	10.6 mi
7	(22°)	8. Turn SLIGHT RIGHT onto LEE ST / MANNHEIM RD / US-12 E / US-45 S. Continue to follow US-12 E / US-45 S. US-12 E is just past US-12	Go 0.5 Mi	11.0 mi
4		9. Turn LEFT onto US-12 E / US-45 S / GRACELAND AVE. Continue to follow US-12 E / US-45 S.	Go 1.4 Mi	12.4 mi
r		10. Turn RIGHT onto E OAKTON ST. E OAKTON ST is 0.2 miles past E FOREST AVE	Go 0.2 Mi	12.6 mi
4		11. Take the 1st LEFT onto OAKTON PL. If you reach EXECUTIVE WAY you've gone a little too far	Go 0.03 Mi	12.6 mi
		12. 1625 OAKTON PL is on the LEFT. If you reach the end of OAKTON PL you've gone a little too far		12.6 mi
•		1625 Oakton Pl Des Plaines, IL 60018-2002	12.6 mi	12.6 mi

Total Travel Estimate: 12.63 miles - about 26 minutes

Trip to: 1426 W Washington Blvd Chicago, IL 60607-1821 18.59 miles 26 minutes

Notes		
Circle Medical Management	 	

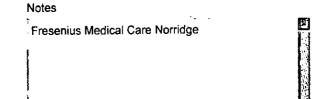
A	480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•	Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
4	2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
排	3. Merge onto I-94 E toward CHICAGO	Go 17.1 Mi	17.4 mi
SUA EXIT	4. Take EXIT 50A toward OGDEN AVE.	Go 0.2 Mi	17.6 mi
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5. Turn SLIGHT RIGHT onto N RACINE AVE.	Go 0.1 Mi	17.7 mi
7	6. Turn SLIGHT RIGHT onto N OGDEN AVE. N OGDEN AVE is just past W ERIE ST	Go 0.8 Mi	18.5 mi
4	7. Turn LEFT onto W WASHINGTON BLVD / W WASHINGTON ST. W WASHINGTON BLVD is 0.1 miles past W RANDOLPH ST	Go 0.08 Mi	18.6 mi
	8. 1426 W WASHINGTON BLVD is on the LEFT. Your destination is just past N BISHOP ST If you reach N LOOMIS ST you've gone a little too far		18.6 mi
9	1426 W Washington Blvd Chicago, IL 60607-1821	18.6 mi	18.6 mi

Total Travel Estimate: 18.59 miles - about 26 minutes

All rights reserved. Use subject to License/Copyright

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use

Trip to: 4701 N Cumberland Ave Norridge, IL 60706-2905 16.91 miles 26 minutes



A		480 Central Ave Northfield, IL 60093-3016	Miles Per Section	Miles Driven
•		Start out going SOUTH on CENTRAL AVE toward CHERRY ST.	Go 0.2 Mi	0.2 mi
43		2. Turn LEFT onto WILLOW RD. WILLOW RD is just past MAPLE ST	Go 0.08 Mi	0.3 mi
2 T	न्सुज चुत्र	3. Merge onto I-94 E / EDENS EXPY E toward CHICAGO.	Go 9.0 Mi	9.3 mi
41C EXT		4. Take the IL-50 S / CICERO AVE exit, EXIT 41C.	Go 0.2 Mi	9.5 mi
7	50	5. Turn SLIGHT RIGHT onto N CICERO AVE / IL-50.	Go 0.9 Mi	10.4 mi
r		6. Turn RIGHT onto W LAWRENCE AVE. W LAWRENCE AVE is just past W GUNNISON ST	Go 0.4 Mi	10.7 mi
犻	797 90	7. Merge onto I-90 W / KENNEDY EXPY W. If you reach N AVONDALE AVE you've gone about 0.1 miles too far	Go 4.6 Mi	15.3 mi
TIA TIA		8. Take the IL-171 S / CUMBERLAND AVE exit, EXIT 79A.	Go 0.2 Mi	15.5 mi
7	(17 <u>1</u>	9. Turn SLIGHT RIGHT onto IL-171 S / N CUMBERLAND AVE.	Go 1.4 Mi	16.9 mi
Ù	77	10. Make a U-TURN at W LELAND AVE onto N CUMBERLAND AVE / IL-171 N. If you reach W CORAL DR you've gone about 0.1 miles too far	Go 0.01 Mi	16.9 mi
•		11, 4701 N CUMBERLAND AVE is on the RIGHT. If you reach W LAWRENCE AVE you've gone about 0.1 miles too far		16.9 mi
Ą		4701 N Cumberland Ave Norridge, IL 60706-2905	16.9 mi	16.9 mi

Total Travel Estimate: 16.91 miles - about 26 minutes

All rights reserved. Use subject to License/Copyright

NANCY A. NORA, M.D. SHALINI N. PATEL, M.D.

INTERNAL MEDICINE/NEPHROLOGY

767 PARK AVENUE WEST, SUITE 260 HIGHLAND PARK, ILLINOIS 60035

June 30, 2011

TELEPHONE (847) 432-7222 FACSIMILE (847) 432-9360

Ms. Courtney Avery Administrator Illinois Health Facilities & Services Review Board 525 W. Jefferson St., 2nd Floor Springfield, IL 62761

Dear Ms. Avery:

We are writing in support of the proposed 12 station Fresenius Medical Care Northfield dialysis clinic. We are nephrologists practicing in northern Cook County and Lake County, Illinois and are partners in the North Shore Nephrology (NSN) practice. I, Nancy Nora, M.D., am the Medical Director of the Highland Park Hospital dialysis facility. I, Shalini Patel, M.D., am the Medical Director of the Fresenius Medical Care Deerfield and Mundelien dialysis centers.

We are seeing an increase in pre-ESRD patients in our practice to a point where we do not feel there will be adequate access to services in the upcoming years.

NSN was treating 112 in-center hemodialysis patients at the end of 2008, 146 in-center hemodialysis patients at the end of 2009 and 135 patients at the end of 2010, as reported to The Renal Network. As of the most recent quarter, NSN was treating 155 hemodialysis patients. As well, over the past twelve months NSN has referred 41 new patients for hemodialysis services to Fresenius Lake Bluff and Deerfield and Highland Park Hospital. We have 73 pre-ESRD patients who live in the area of the proposed facility that we expect to refer to it within 2 years after completion of the facility. Due to patient attrition the pre-ESRD patients would likely drop to 66. These patients are showing lab values that indicate they are in stages 3 & 4 of CKD and are expected to require dialysis therapy in 1-3 years from now.

I respectfully ask the Board to approve Fresenius Medical Care Northfield in order to keep access available to evidenced growing number of patients presenting with CKD in northeast Cook County. 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,

Shalini Patel, M.D.

Nancy Nova, MD

Notarization:

Subscribed and sworn to before me this 30th day of 000, 2011

Signature of Notary

Seal

Official Seal
Eva Davila
Notary Public State of Illinois
My Commission Expires 05/30/2012

PRE-ESRD PATIENTS NSN EXPECTS TO REFER TO FRESENIUS MEDICAL CARE NORTHFIELD IN THE FIRST 24 MONTHS AFTER PROJECT COMPLETION

Zip Code	Dr. Nora		Dr. I	Patel	Dr. Sc		
	Stage 3	Stage 4	Stage 3	Stage 4	Stage 3	Stage 4	Total
60022	2	1	7	2			12
60025	1		3	1			5
60026			1	1			2
60062	10	1	31	4	1	1	48
60093	1		4		1		6
Total	14	2	46	8	2	1	73

NEW REFERRALS OF NSN FOR THE PAST TWELVE MONTHS 06/01/2010 THROUGH 05/31/2011

Zip	Fresenius Deerfield	High	land Park	Hospital	Fre			
Code	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Schmitz	Dr. Nora	Dr. Patel	Dr. Schmitz	Total
60004		1						1
60015		2						2
60022	1							1
60026		1						1
60031	2	2						4
60035	3	4	1					8
60040		1	2	1				4
60044	1		1	-				2
60046	<u></u>							11_
60048						1		1
60062	1	1	1 _					3
60064					1			1
60069		1					<u> </u>	1 1
60077		1					<u> </u>	11
60085		2	2			<u> </u>	<u> </u>	4
60087	· · · · · · · · · · · · · · · · · · ·					1	1	2
60099	2		1					3_
60645		1		<u></u>			ļ	1 1
Total	11	17	8	11	11	2	<u> 1</u>	41

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2008

Zip	Highland P	ark Hospital	Fresenius	Lake Bluff	
Code	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Total
60015	2	1			3
60022	1				11
60025				1	1_
60026	· 	1			11
60030		1			1
60031		2		_1	3
60035	13	10	1		24
60040	2	2			4
60044			3	11	4
60045	1	3	1	1	6
60046		1			1 1
60048		4	1		_ 5
60060	3				3
60061	2		1	1	4
60062	4	4			8
60064	2	1	2	4	9
60069	1	1	1	_	3
60070		2			2
60073	1				1
60077		1			1
60083	1		1	<u></u>	2
60085	4	2	2	4	12
60087				1	11
60089	1				1
60090	1	1			2
60091	2				2
60093	1				1
60099	1	11		11	3
60126		1			1
60201	1				1
60714	1		ļ		1
Total	45	39	13	15	112

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2009

Zip		enius loch	Fresenius Deerfield	Highlar	nd Park Ho	ospital	Fresenius Lake Bluff]
Code	Nora	Patel	Patel	Minev	Nora	Patel	Minev	Nora	Patel	Total
60004				1						1
60010						1				1
60015	_			2	3	3				8
60022					1					1
60025						1				1
60026						1				1
60030	<u>-</u>			1		1				2
60031			1			2			11	4
60035					13	13		_1		27
60040			2		3	6				11
60044	м							2		2
60045			<u> </u>		3	4	1	3		11
60046			1			1	1			3
60048		-				1		1		2
60060		-			3					3
60061			1		2		1	1		5
60062				1	2	7				10
60064					3	1	2	2	11_	9
60069					1	1		1		3
60070			 	_		1				1
60073	1	 -	 		1				1_1_	3
60076	<u></u>		- · - · - · -			1			<u> </u>	1
60077					-	1				1
60083	<u>. </u>	,			1	1				2
60085		1	1	1	4	2		1	4	13
60089		_	<u> </u>		1			1		2
60090					2	1		<u> </u>		3
60091		1	 		2	11			ļ	3
60093	<u> </u>			1	1				<u> </u>	2
60099		1	1		1	1	1	<u> </u>	 	5
60126		<u> </u>				1				1 1
60201		 			1			 		1
60613	-					11				1
60712		<u> </u>				1			ļ	1
60714	-	 			1					1 1
Total	1	1	7	7	49	55	6	13	7	146

INCENTER HEMODIALYSIS PATIENTS OF NSN AT YEAR END 2010

Zip	Fresenius Antioch	resenius Fresenius Antioch Deerfield			nd Park pital	Fresenius	Lake Bluff	
Code	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Total
60010					2			2
60025				1	2			3
60030					1 _			1
60031	-		1		1		1	3
60035		1	6	11	13			31
60040			2	1	7			10
60042				1				1
60044			1		1	1		3
60045			1	2	5	2 _	1_	11
60046			1	1				2
60048						1	11	2
60060				1		11		2
60061				1	1	1	1	4
60062				1	4			5
60064			1	2	3	2	44	12
60069	"			1	1			2
60073					1			1
60077					11	ļ		1
60083				2	1			3
60085		-	2	3	3	1	6	15
60087					,	11		1
60089				3				3
60090		· · · · · ·	1	2				3
60091				2	1			3
60093					11			1
60096			1					1
60099	1		1	1	2		1	6
60126					1		ļ	1
60201				1			 -	1
60712	_				1			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Total	1	11	18	37	53	10	15	135

INCENTER HEMODIALYSIS PATIENTS OF NSN AT END OF 1ST QUARTER 2011

Zip	Fresenius Antioch	Fresenius Deerfield		Highland P	Highland Park Hospital		us Lake uff	Fresenius Round Lake	
Code	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Dr. Patel	Dr. Nora	Total
60002	1								1
60015			1	3	3	'			7
60022			1						1
60025					2				2
60026			1	1	1				3
60030			-	1	1				2
60031		1			1		1	1	3
60035	-	1	2	11	14		1		29
60040			2		7				9
60042				1					1
60044						1			1
60045	<u> </u>	1	1	2	4	1			8
60046	1		1	2	1				5
60048	 				1	1			2
60060	<u> </u>		<u> </u>	1		1			2
60061			· · · · · · · · · · · · · · · · · · ·	2		1	1		4
60062	-		2	1	8				11_
60064			2	3	1	2	3		11
60069				3	2				5
60073		<u> </u>		1				1	2
60074					1				1
60077				1	1				2
60082					1				11
60083				2					2
60085			2	6	3	1	5		17
60087		-				1	2		3
60089	-	 	 	2					2
60090				2	1				3
60090	 		 	1	1				2
60093		<u> </u>	 		1				1
60096	+		1						1
60099			1		1		2		4
60126					1				11
60201	 	 		1					1
60613	+				1				1_
60640	-	 	<u> </u>	1					1
60645				1				<u> </u>	1_
60712		 -	† 	1	1				2
Total	2	1	17	50	59	9	15	2	155