

Original

13-061

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

SEP 17 2013

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: <i>Naperville Dialysis Center</i>			
Street Address: <i>100 Spalding Drive, Suite 108</i>			
City and Zip Code: <i>Naperville, 60566</i>			
County: <i>DuPage</i>	Health Service Area	<i>7</i>	Health Planning Area:

Applicant Identification

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

Exact Legal Name: <i>WSKC Dialysis Services, Inc., d/b/a Naperville Dialysis Center</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>	
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Telephone Number: <i>800-662-1237</i>	

Type of Ownership of Applicant

☐ 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.

Co-Applicant Identification**[Provide for each co-applicant [refer to Part 1130.220].**

Exact Legal Name: <i>Fresenius Medical Care Holdings, Inc.</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
Name of Registered Agent: <i>CT Systems</i>
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>
Telephone Number: <i>800-662-1237</i>

Type of Ownership of Co-Applicant

☐ 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]**

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

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

Name: <i>Coleen Muldoon</i>
Title: <i>Regional Vice President</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9118</i>
E-mail Address: <i>coleen.muldoon@fmc-na.com</i>
Fax Number: <i>708-498-9283</i>

Post Permit Contact

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

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

Additional Contact

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

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>McDermott, Will & Emery</i>
Address: <i>227 W. Monroe Street, Suite 4700, Chicago, IL 60606</i>
Telephone Number: <i>312-984-3365</i>
E-mail Address: <i>c.ranalli@mwe.com</i>
Fax Number: <i>312-984-7500</i>

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Edward Physician Office Center</i>
Address of Site Owner: <i>2755 Diehl Rd., Warrenville, IL 60555</i>
Street Address or Legal Description of Site: <i>100 Spalding Dr., Suite 108, Naperville 60566</i>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: <i>WSKC Dialysis Services, Inc., d/b/a Naperville Dialysis Center</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
☐ Non-profit Corporation ☒ For-profit Corporation ☐ Limited Liability Company	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
☐ Other	
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

NOT APPLICABLE – PROJECT IS FOR DISCONTINUATION ONLY

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

NOT APPLICABLE – PROJECT IS FOR DISCONTINUATION ONLY

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

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

Part 1110 Classification:

☐

Substantive

☒

Non-substantive

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.

WSKC Dialysis Services, Inc. proposes to discontinue its 15-station Naperville Dialysis Center located at 100 Spalding Drive, Suite 108, Naperville, IL 60566 per a condition on permit #11-038, Fresenius Medical Care Naperbrook, (see permit letter at Attachment 10). All patients will be transferred to the recently established Naperbrook 16-station facility located at 2451 S. Washington, Naperville, IL 60565.

Naperville Dialysis Center is in DuPage County in HSA 7 and the Naperbrook facility is in Will County in HSA 9, however both are located in the town of Naperville.

This project is "non-substantive" under Planning Board rule 1110.40 as it entails the discontinuation of a health care facility that will provides 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	N/A	N/A	N/A
Contingencies	N/A	N/A	N/A
Architectural/Engineering Fees	N/A	N/A	N/A
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	N/A	N/A	N/A
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	N/A	N/A	N/A
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	0	N/A	0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities	N/A	N/A	N/A
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)	N/A	N/A	N/A
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	0	N/A	0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

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

Project Status and Completion Schedules

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

Indicate the stage of the project's architectural drawings:

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

Anticipated project completion date (refer to Part 1130.140): August 31, 2014

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140): **NOT APPLICABLE – DISCONTINUATION**

- ☐ 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 ATTACHMENT-8, 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 NOT APPLICABLE

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

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

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

CERTIFICATION

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

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

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


SIGNATURE

PRINTED NAME Mark Fawcett
Vice President & Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of ____ 2013

Signature of Notary

Seal

*Insert EXACT legal name of the applicant


SIGNATURE

Bryan Mello
PRINTED NAME
Assistant Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 30th day of July 2013

Signature of Notary


Seal **JENNIFER E. ROSA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 21, 2016

CERTIFICATION

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

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

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


SIGNATURE

PRINTED NAME Mark Fawcett
Vice President & Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____ 2013

Signature of Notary

Seal

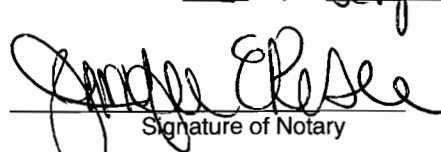
*Insert EXACT legal name of the applicant


SIGNATURE

PRINTED NAME Bryan Mello
Assistant Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 30 day of July 2013


Signature of Notary

Seal

 **JENNIFER E. ROSA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 21, 2016

SECTION II. DISCONTINUATION

This Section is applicable to any project that involves discontinuation of a health care facility or a category of service. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.130 - Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

IMPACT ON ACCESS

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.
3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

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

SECTIONS BELOW ARE NOT APPLICABLE FOR DISCONTINUATION

- SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS
- SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE
- SECTION VII - SERVICE SPECIFIC REVIEW CRITERIA – IN-CENTER HEMODIALYSIS
- PART 1120 – EXCEPT FOR SAFETY NET STATEMENT AND CHARITY CARE

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for **ALL SUBSTANTIVE AND 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 Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 40.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Net Revenue	\$397,467,778	\$353,355,908	\$387,393,758
	2010	2011	2012
Charity (# of self-pay patients)	146	93	203
Charity (cost in dollars)	\$1,307,966	\$632,154	\$1,536,372
Ratio Charity Care Cost to Net Patient Revenue	.33%	0.18%	.40%
MEDICAID			
	2010	2011	2012
Medicaid (# of patients)	1,828	1,865	1,705
Medicaid (revenue)	\$44,001,539	\$42,367,328	\$36,254,633
Ratio Medicaid to Net Patient Revenue	11.07%	12%	12.99%

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

XII. Charity Care Information

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

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

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

A table in the following format must be provided for all facilities as part of Attachment 41.

CHARITY CARE			
	2010	2011	2012
Net Patient Revenue	\$397,467,778	\$353,355,908	\$387,393,758
Amount of Charity Care (charges)	\$1,307,966	\$632,154	\$1,536,372
Cost of Charity Care	\$1,307,966	\$632,154	\$1,536,372
Ratio Charity Care Cost to Net Patient Revenue	0.33%	0.18%	0.40%

APPEND DOCUMENTATION AS **ATTACHMENT-41**, 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	15-16
2	Site Ownership	17-59
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	60
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	61
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Obligation Document if required	
9	Cost Space Requirements	
10	Discontinuation	62-82
11	Background of the Applicant	
12	Purpose of the Project	
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	
27	Non-Hospital Based Ambulatory Surgery	
28	Selected Organ Transplantation	
29	Kidney Transplantation	
30	Subacute Care Hospital Model	
31	Children's Community-Based Health Care Center	
32	Community-Based Residential Rehabilitation Center	
33	Long Term Acute Care Hospital	
34	Clinical Service Areas Other than Categories of Service	
35	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
36	Availability of Funds	
37	Financial Waiver	
38	Financial Viability	
39	Economic Feasibility	
40	Safety Net Impact Statement	83-84
41	Charity Care Information	85
	Appendix 1 – MapQuest Travel Times	86-125
	Appendix 2 – Physician Referral Letter	

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

Exact Legal Name: <i>WSKC Dialysis Services, Inc., d/b/a Naperville Dialysis Center*</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
Name of Registered Agent: <i>CT Systems</i>
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>
Telephone Number: <i>800-662-1237</i>

Type of Ownership of Applicant

☐ 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.		

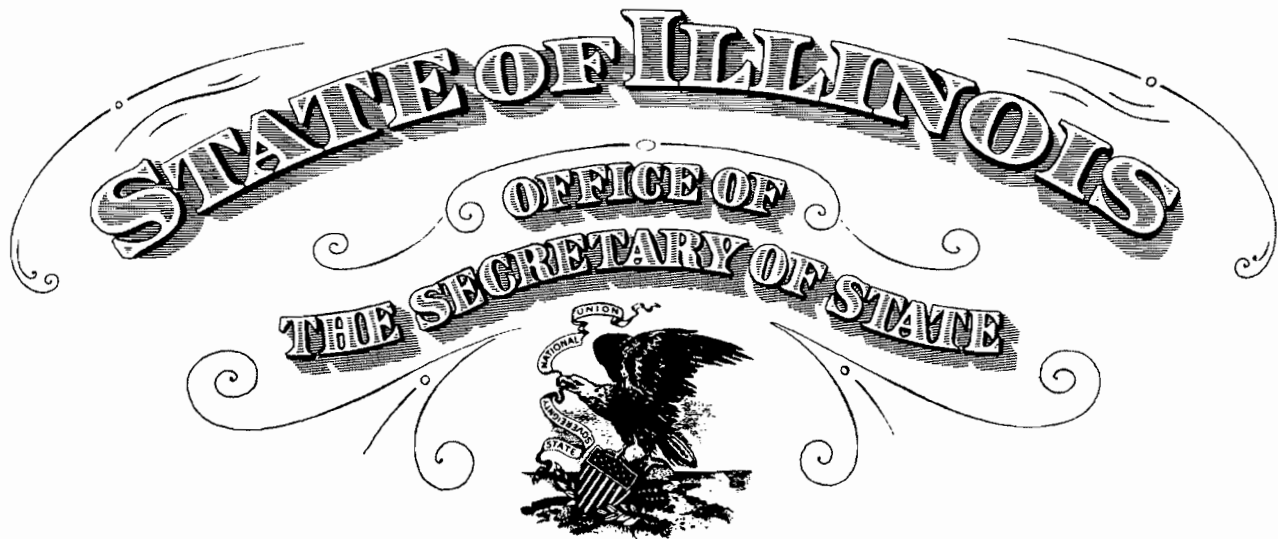
*WSKC Dialysis Services, Inc. Certificate of Good Standing on following page.

Co-Applicant Identification**[Provide for each co-applicant [refer to Part 1130.220].**

Exact Legal Name: <i>Fresenius Medical Care Holdings, Inc.</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
Name of Registered Agent: <i>CT Systems</i>
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>
Telephone Number: <i>800-662-1237</i>

Type of Ownership of Applicant/Co-Applicant

☐ 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.		



To all to whom these Presents Shall Come, Greeting:

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

WSKC DIALYSIS SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 31, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1304402066

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 13TH
day of FEBRUARY A.D. 2013 .*

Jesse White

SECRETARY OF STATE

Certificate of Good Standing
Attachment - 1

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: *Edward Physician Office Center*

Address of Site Owner: *2755 Diehl Rd., Warrenville, IL 60555*

Street Address or Legal Description of Site: *100 Spalding Dr., Suite 108, Naperville 60566*

Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.

APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

EDWARD PHYSICIAN OFFICE CENTER

OFFICE LEASE

between

EDWARD PHYSICIAN OFFICE
CENTER LIMITED PARTNERSHIP

as Landlord

and

WSKC DIALYSIS SERVICES, INC.

as Tenant

Date: May 1, 2009

LEASE INDEX

SECTION

1.....	Summary of Basic Lease Information
2.....	Lease of Premises
3.....	Base Rent
4.....	Rent Adjustments
5.....	Use of Common Areas; Landlord's Services
6.....	Landlord's Title
7.....	Security Deposit
8.....	Mortgage by Landlord
9.....	Certain Rights Reserved to Landlord
10.....	Waiver and Indemnification
11.....	Insurance
12.....	Surrender of Premises
13.....	Alterations
14.....	Repairs
15.....	Rules and Regulations
16.....	Fire and Other Casualty
17.....	Holding Over
18.....	Landlord's Remedies
19.....	Condition of Premises
20.....	Assignment and Subletting
21.....	Assignment by Landlord
22.....	Notices
23.....	Quiet Possession
24.....	Miscellaneous
25.....	Relocation
26.....	Basement Storage Space
27.....	Redecorating

Exhibit A – Floor Plan

Exhibit B - Restrictions on Use

Exhibit C – (Intentionally Omitted)

Exhibit D – Building Rules and Regulations

Exhibit E – (Intentionally Omitted)

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is entered into between the Landlord and Tenant as of the Date of Lease Execution, all as defined in the following Basic Lease Information.

Landlord and Tenant agree:

1. SUMMARY OF BASIC LEASE INFORMATION. In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease. Rentable Area of the Premises, Rentable Area of the Building, and Usable Area of the Premises have been determined in accordance with ANSI/BOMA Z65.1-1996, Standard Method for Measuring Floor Area in Office Buildings as approved January 7, 1996 by American National Standards Institute, published by Building Owners and Managers Association International:

- | | | |
|----|-----------------------------|---|
| A. | Building Address: | Edward Medical Office Building I
100 Spalding Drive
Naperville, Illinois |
| B. | Landlord and Address: | Edward Physician Office Center
Limited Partnership
An Illinois Limited Partnership
801 South Washington Street
Naperville, Illinois 60540 |
| C. | Tenant and Current Address: | WSKC Dialysis Services, Inc.
c/o Fresenius Medical Care
North America
920 Winter Street

Waltham, MA 02451
Attn: Legal Dept. |
| D. | Date of Lease Execution: | May 1, 2009 |
| E. | Lease Term: | Five (5) years from the
Commencement Date |
| F. | Commencement Date of Term: | May 1, 2009 |
| G. | Expiration Date of Term: | April 30, 2014 |
| H. | Annual Base Rent: | \$23.00 per rentable square foot or
\$111,964 per annum commencing on
the Commencement Date, subject to |

the adjustment annually in accordance with Section 4.

I.	Rentable Area of Premises:	4,868 square feet.
J.	Rentable Area of the Building:	57,512 square feet.
K.	Tenant's Proportionate Share:	Eight and 46/100 percent (8.46%).
L.	Usable Area of the Premises:	3,986 square feet
M.	Tenant's Taxes:	\$15,285.52 (\$3.14 per rentable square foot of Building)
N.	Tenant's Operating Expenses:	\$49,410.20 (\$10.15 per rentable square foot of Building)
O.	Security Deposit:	None (\$-0-)
P.	Floor of Premises/Suite No:	First Floor/Suite 108
Q.	Broker:	N/A

2. LEASE OF PREMISES. Commencing on the Commencement Date, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises (the "Premises"), outlined on the floor plan attached hereto as Exhibit A, which are contained in the building (the "Building") located in Naperville, Illinois whose address is set forth in Section 1A. The term of this Lease (the "Term") shall commence on the date stated in Section 1F or the date that the Premises are substantially completed such that they are ready to be occupied for the conduct of business. Tenant accepts the Premises "as is" as of the Commencement Date except for Landlord's obligations expressly contained elsewhere in this Lease. No promises of the Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises, the Building or the Land, has been made to Tenant by or on behalf of Landlord, except as otherwise provided in the Lease. The Term shall expire on the date stated in Section 1G, unless terminated earlier as otherwise provided in this Lease or unless extended as provided in Section 25.

A. Tenant's Use. The Premises shall be occupied and used by Tenant only for the purpose of an outpatient dialysis facility and related medical, office and administrative uses, and for no other purpose, subject to the following restrictions concerning the provision of certain health care services at the Premises, as follows:

(1). Prohibited Services. Tenant shall be prohibited from performing within the Premises any of the services that are set forth as "List of Prohibited Services" on Exhibit B attached hereto and made a part hereof (the "Prohibited Services"). Landlord reserves in its reasonable discretion the right to amend, upon no less than thirty (30) days prior

written notice to Tenant, the List of Prohibited Services. To the extent that any amendment to the List of Prohibited Services would restrict services which were not prohibited when the Tenant signed its Lease, that prohibited service would be vested but only as to that Tenant and would continue for as long as that Lease remained in effect

(2). Restricted Services.

(a) Except as set forth in Section 2.A.(2)(b), below no part of the Premises shall be used to provide health care services that are set forth as "List of Restricted Services" on Exhibit B attached hereto and made a part hereof (the "Restricted Services"). Landlord reserves in its reasonable discretion the right to amend, no more frequently than once in any Lease Year, the Restricted Services to include such healthcare services provided (or could be provided) at any time during the Term to inpatients or outpatients of any healthcare facility owned by Landlord (or its affiliates) that may be located on the Campus from time to time during the Term. To the extent that any amendment to the Restricted Services would restrict services which were not restricted when the Tenant signed its Lease, that restricted service would be vested but only as to that Tenant and would continue for as long as that Lease remained in effect.

(b) Section 2.A.(2)(a), above, will not prohibit Tenant from providing Restricted Services to the extent (i) that such services are usual and customary components of the Tenant's medical practice set forth in the Lease and (ii) that such services are furnished solely for the Tenant's own use in connection with the diagnosis and treatment of the Tenant's "own" patients. For purposes of this Lease, "own" patients means individuals with an ongoing doctor-patient relationship with Tenant for the evaluation and treatment of health conditions and who are not being seen by Tenant and/or have not been referred to Tenant by other physicians, for the primary purpose of using Restricted Services. Tenant may only provide Restricted Services to its "own" patients, as set forth above, if such services are provided within the Tenant's Premises (excluding any common areas attendant thereto) and in no event in a portion of the Building other than such Tenant's Premises.

(c) Tenant is prohibited from marketing or promoting the provision of Restricted Services in the Building to any person.

(d) In the event that there is any disagreement between Landlord and Tenant regarding whether services are Restricted Services, or whether a person seeks out or is referred to a Tenant for purposes unrelated to the provision of Restricted Services, such disagreement shall be resolved by Landlord in its sole discretion and the same shall be binding on Tenant, provided that such decision does not interfere with Tenant's use of the Premises as set forth in Section 2A.

B. Additional Prohibited Activities. Tenant shall not occupy or use the Premises (or permit the occupancy or use of the Premises) for any purpose or in any manner which (1) is unlawful or in violation of any applicable legal, governmental or quasi-governmental statute,

ordinance, rule or requirement, (2) may be dangerous to persons or property, (3) may invalidate or increase the amount of premiums for any policy of insurance affecting the Building and if any additional amounts of insurance premiums are so incurred, Tenant shall pay to Landlord the additional amounts on demand, or (4) may create a nuisance, disturb any other tenant of the Building or the occupants of neighboring property or injure the reputation of the Building.

C. **Landlord's Rights.** So long as Landlord does not substantially interfere with Tenant's use of the Premises, Landlord specifically excepts and reserves to itself the use of any roof decks, the exterior portions of the Premises, all rights to the land and improvements below the improved floor level of the Premises, to the improvements and air rights above the Premises and to the improvements and air rights located outside the demising walls of the Premises and to such areas within the Premises required for installation of utility lines and other installations required to serve other occupants of the Building and to maintain and repair same, and no rights with respect thereto are conferred upon Tenant, unless otherwise specifically provided herein.

3. **BASE RENT.** Commencing on the Commencement Date, Tenant shall pay to Landlord at the office of the Building, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, base rent ("Base Rent") in the annual amount set forth in Section 1H. Base Rent is subject to adjustment pursuant to Section 4 hereof. Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term. Base Rent shall be prorated for partial months within the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Lease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter be collectively called "Rent." The Rent will be due on the first day of each month, in advance, without demand, notice of any kind (including by bill, invoice or other statement of account), offset or deduction. All delinquent rent shall bear interest at the lesser of fourteen percent (14%) per annum or the maximum rate permitted by law from the date due until paid. Delinquent Rent shall also be subject to a delinquency fee as set forth in Section 4(F) of this Lease. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. On the anniversary of the Commencement Date of this Lease, annual Base Rent shall increase to an amount equal to One Hundred Three percent (103%) of the Base Rent payable for the year immediately preceding such anniversary.

4. RENT ADJUSTMENTS.

A. **DEFINITIONS.** For the purposes of this Lease, the following words and phrases shall have the following meanings:

(1) "Adjustment Date" shall mean the commencement date of the Term and each July 1 thereafter occurring within the Term.

(2) "Adjustment Year" shall mean each year ending on June 30 during which an Adjustment Date occurs.

In addition to Base Rent (and not as a portion thereof), and as Additional Rent hereunder, Tenant shall pay to Landlord with respect to each Adjustment Year of the Term, or portion thereof, including the Adjustment Year in which the Lease terminates, an amount equal to Tenant's

Proportionate Share (as herein defined) of (i) the amount by which Taxes paid in any Adjustment Year by Landlord exceed the "Tenant's Taxes", as stated in Section 1M; and (ii) the amount by which Operating Expenses for any Adjustment Year exceed the "Tenant's Operating Expenses", as stated in Section 1N. Tenant's Proportionate Share of Taxes shall be computed by dividing the Rentable Area of Premises leased by Tenant by the Rentable Area of the Building. The foregoing shall be defined, computed, billed and payable as follows:

B. Taxes shall mean all taxes, impositions and assessments of every kind and nature which Landlord shall pay or become obligated to pay in respect of an Adjustment Year because of or in connection with the ownership, leasing and operation of the Building and the Property, subject to the following:

(1) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included shall be the amount shown on the latest available tax bills required to be paid in an Adjustment Year for which Taxes are being determined. The amount of any tax refunds shall be deducted from Taxes in the Adjustment Year they are received by Landlord;

(2) the amount of special taxes and special assessment to be included shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment required to be paid during the Adjustment Year in respect of which Taxes are being determined;

(3) the amount of any tax or excise levied in lieu of, or as a supplement to, real estate taxes and ad valorem personal property taxes, by the United States, the State of Illinois or the City of Naperville, any political subdivision of the foregoing, or any other taxing body, on rents or other income from the Property (or the value of the leases thereon) to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the Adjustment Year in respect of which Taxes are being determined had the income received by Landlord from the Building (excluding amounts payable under this subparagraph) been the sole taxable income of Landlord for such Adjustment Year;

(4) there shall be excluded from Taxes all income taxes (except those which may be included pursuant to subparagraph (3) above), excess profits taxes, franchise, capital stock, and inheritance or estate taxes; and

(5) Taxes shall also include Landlord's reasonable costs and expenses (including reasonable attorney's fees) incurred in contesting or attempting to reduce Taxes.

C. Operating Expenses for any Adjustment Year shall mean all expenses, costs and disbursements (other than Taxes) of every kind and nature actually paid or incurred by the Landlord (or a successor landlord) or Landlord's beneficiaries in

connection with the ownership, management, maintenance, repair, leasing and operation of the Building and the Property, including but not limited to the following:

- (1) Wages, salaries, fringe benefit costs, payroll taxes, unemployment compensation payments, worker's compensation insurance premiums and other related expenses of all employees (exclusive of executive level personnel of Landlord) directly engaged on-site in the operation, maintenance and security of the Building up to the level of building manager (wages, salaries, fees and benefits of employees who are engaged part-time on the Building will be allocated proportionately based on the time spent on this Building); costs of employee uniforms and the cleaning thereof; and management fees consistent with fees paid to third party managers for similar projects in the greater Chicago metropolitan area, which fee shall not exceed three percent (3%) of the total Operating Expenses;
- (2) All supplies and materials used in the operation, cleaning and maintenance of the Building and all of its machinery and equipment;
- (3) Utility costs, including but not limited to, gas, water and electric power for heating, lighting, air conditioning and ventilating the Building, fuel adjustment charges, sewer use charges, cable television charges, and any utility taxes actually incurred, (provided, however, notwithstanding the foregoing, Operating Expenses shall not include any utilities which are separately metered to the Premises). Any utilities which are separately metered to the Premises will be separately metered to all other premises in the Building on a uniform basis;
- (4) Cost of all management, maintenance and service agreements for the Building, and the equipment therein, including, without limitation, alarm service, trash removal, janitorial services, and window cleaning;
- (5) Cost of all insurance including, without limitation, fire, casualty, liability, earthquake, flood and rental value insurance applicable to the Building and Landlord's personal property used in connection therewith;
- (6) Accounting costs, including the costs of audits by certified public accountants, pertaining solely to the management and operation of the Building;
- (7) Costs of repairs, general maintenance and non-capital replacements of or additions to the Building, and each part thereof (excluding repairs, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to other lessees or occupants of the Building);
- (8) Amortization or depreciation of capital improvements, replacements and additions made to the Building subsequent to the Commencement Date of this Lease; capital improvements, replacements or additions which:

- (a) Cost more than Five Hundred Dollars (\$500.00);
 - (b) Have a useful life as determined in accordance with generally accepted accounting principles of more than three (3) years; and
 - (c) Are required by governmental authorities or which improve the operating efficiency of the Building as a result of Landlord's efforts to reduce operating costs.
- (9) Any and all other reasonable maintenance and repair costs related to the Building;
- (10) Ground rent and grounds common area maintenance (including without limitation all taxes, impositions, operating expense pass-through costs) paid by Landlord to the owner of the real estate upon which the Building is constructed.
- (11) Fees of consultants and attorneys retained to seek a reduction, abatement or contest of real estate taxes and assessments, provided that such expenses shall not exceed the actual cost savings unless such expenses have been incurred with the prior written consent of Tenant;
- (12) The amount of any Qualifying Compliance Costs (as set forth in Section 4(k) below; and
- (13) Service payment in lieu of taxes, assessments, excises, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority upon the real estate, the Building, personal property owned or used in connection with the operation of the Building or upon its operations or the rent provided for in this Lease and payable during the term of this Lease, but excluding any income taxes (including but not limited to Illinois gross income taxes) upon Landlord's rental receipts (these items, and the real estate taxes and assessments being the "Impositions"). It is agreed that Tenant will be responsible for the ad valorem taxes on its own personal property improvements to the Premises made by Tenant.

D. "Operating Expenses" shall not include:

- (1) Federal, state or local estate, gift, inheritance, or income taxes imposed on or measured by the income of Landlord from the operation of the Building;
- (2) Capital expenditures and improvements as defined per Generally Accepted Accounting Principles ("GAAP") except to the extent specifically provided for above;

- (3) All depreciation (excluding amortization as set forth in Section 4.C.8, above), interest expense, or principal payments on any mortgage or other debt;
- (4) Legal fees on behalf of Landlord that are unrelated to this Lease;
- (5) Repairs or the like, to the extent Landlord is reimbursed by insurance or by another third party;
- (6) Fines or penalties incurred by Landlord due to Landlord's failure to timely perform any of Landlord's obligations pursuant to this Lease;
- (7) Costs of utilities, services and other benefits directly charged to tenants (for example, separately metered utilities, special janitorial services, etc.), or costs of services rendered to a tenant which benefit that tenant only, other than those costs charged to Tenant. The parties agree that at Landlord's discretion, Landlord may install at its own cost separate metering for Tenant's utilities, in which case Tenant will pay its actual metered utilities and in that event the parties will agree on a formula for assessing other expenses;
- (8) Removal of hazardous substances from the Building or Premises, the presence of which was caused by parties other than Tenant or subtenants of Tenant, or their employees, agents, guests or invitees;
- (9) Costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant;
- (10) Expenses for the defense of the Landlord's title to the Building;
- (11) Structural repairs and replacements to the Building;
- (12) Charitable or political contributions;
- (13) Costs of improving or renovating space for a tenant or space vacated by a tenant;
- (14) Any amounts expended by Landlord to comply with any environmental laws, unless such expenditure is a direct or indirect result of actions of Tenant or Tenant's employees, agents, guests or invitees;
- (15) Costs to correct original or latent defects in the design, construction or equipment of the Building;
- (16) Expenses paid directly by any tenant for any reason (such as excessive utility use);

(17) Any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard;

(18) Any expenses (other than a Qualifying Compliance Cost) incurred (a) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act, or (b) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment;

(19) Leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants;

(20) Cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building;

(21) Reserves for anticipated future expenses;

(22) Charges covered elsewhere in this Lease; and

(23) Expenses incurred in connection with the financing, sale or acquisition of the Property or the Building including points, fees and other costs imposed on Landlord by Landlord's lender, closing costs, and depreciation, interest, or amortization of mortgages or ground lease payments.

E. Operating Expenses that vary with occupancy and that are attributable to any part of the Term in which less than ninety-five percent (95%) of the area of the Building is occupied by lessees will be adjusted by Landlord to the amount that Landlord reasonably believes they would have been if ninety-five percent (95%) of the area of the Building had been occupied. The immediately preceding sentence, however, shall never be interpreted in a manner that would cause the sum of the Operating Expenses paid by Landlord and the Operating Expenses paid by all lessees of the Building in a given time period to be greater than the Operating Expenses applicable to the Building for such time period.

F. If any payment required by Tenant under this Lease is not paid within five (5) days after the date when due, Landlord may charge Tenant a fee equal to five percent (5%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. Notwithstanding the foregoing, in the case of Tenant's first failure to make any required payments when due in any given period of twelve (12) months, such fee shall not be imposed unless Tenant's failure to make any required payment continues for a period of five (5) days from the date after which Tenant receives written notice such payment is past due.

G. Landlord agrees to keep books and records showing the Operating Expenses and Taxes in accordance with a system of accounts and accounting practices consistently maintained on a year-to-year basis in compliance with such provisions of this

Lease as may affect such accounts and in accordance with generally accepted accounting principles and standards.

H. Landlord shall deliver to Tenant after the close of each Adjustment Year (including the Adjustment Year in which this Lease terminates or expires), a reasonably detailed report showing all Operating Expenses and Taxes and Landlord's calculation of Tenant's Proportionate Share of Operating Expenses and Taxes.

I. To provide for current payments on account of increases in Operating Expenses and Taxes over the Tenant's Operating Expenses and Taxes, the Tenant agrees, at Landlord's request, to pay as additional rent, Tenant's Proportionate Share of adjustments due for each adjustment year, as reasonably estimated by Landlord from time to time during each Adjustment Year, in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant from time to time during such Adjustment Year of the amount of such estimated rent adjustments. If, as finally determined, whether in the succeeding Adjustment Year at the time of delivery of the report provided for in (H) above or in the current year when Taxes are known, such rent adjustments shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such Adjustment Year, then Tenant shall on or before thirty (30) days following receipt by Tenant of a reasonably detailed invoice from Landlord, (which invoice shall include Landlord's calculation), pay to Landlord the amount of such underpayment, or, provided Tenant is not in default hereunder, the Landlord shall immediately credit or refund Tenant for the amount of such overpayment, as the case may be. It is the intention hereunder to estimate from time to time during each Adjustment Year the amount of increases in Taxes and Operating Expenses for each year and then to determine finally such rent adjustments at the end of such year or as soon thereafter as possible based on actual increases in Taxes and Operating Expenses for such year. In the event that this Lease shall have been in effect for less than the full Adjustment Year immediately preceding Tenant's receipt of said invoice, such rent adjustments shall be pro rata. In no event shall any rent adjustment result in a decrease in the Base Rent payable under this Lease.

Failure or delay in delivering any such statement or invoice, or failure or delay in computing the rent adjustments pursuant to this Section 4, shall not be deemed to be a waiver by Landlord of its right to deliver such items nor shall any such failure or delay be deemed a release of Tenant's obligations with respect to any such statement or invoice, or constitute a default hereunder. All rent adjustments payable hereunder shall be made without any deductions or set-offs whatsoever. Notwithstanding anything to the contrary contained in the Lease, in no event shall Tenant be required to pay Tenant's Proportionate Share of any Operating Expenses that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in Operating Expenses more than two (2) years after furnishing an Actual Expenses Statement to Tenant.

J. The obligation of the Tenant with respect to payment of Base Rent, and rent adjustments due hereunder shall survive the expiration or termination of this Lease. Any payment, refund, or credit made pursuant to this Section 4 shall be made without prejudice to any right of the Tenant to dispute, or of the Landlord to correct, any items as billed pursuant to the provisions hereof.

K. Qualifying Compliance Costs. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises and the Building depending on, among other things: (a) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (b) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (c) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements.

(1) The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises sufficiently to determine whether or not the Premises in its condition current as of the Commencement Date deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises and the Building in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises or Building conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building.

(2) Notwithstanding anything to the contrary in this Lease, the parties hereby agree to allocate responsibility for Title III compliance as follows: (a) Tenant shall be responsible for all Title III compliance and costs in connection with the Premises triggered by Tenant's specific use of the Premises, including structural work, if any performed by Tenant in the Premises, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, (b) Landlord shall perform, and Tenant shall be responsible for the cost of, any so-called Title III "path of travel" requirements triggered by Tenant's specific use of the Premises, and any construction activities or alterations in the Premises by Tenant, and (c) Landlord shall be solely responsible for meeting all requirements of the ADA relating to the Landlord or any Landlord Affiliates, operations, alterations or improvements of the Landlord or Affiliates with respect to the common areas of the Building and the real estate upon which the Building is constructed, including structural work performed by Landlord in the Building or the Premises. Except as set forth above with respect to Landlord's Title III obligations, Tenant shall be solely responsible for all other requirements under the ADA relating to the Tenant or any affiliates or persons or

entities related to the Tenant (collectively, "Affiliates"), operations of the Tenant or Affiliates at the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

5. USE OF COMMON AREAS; LANDLORD'S SERVICES.

A. As used in this Lease, the term "common areas" means, without limitation, the hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, parking areas, loading areas, trash, trash facilities and all other areas and facilities in and around the Building which are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants of the Building and their respective employees, invitees, licensees or other visitors. Without advance notice to Tenant (except with respect to matters covered by subsection (1) below) and without any liability to Tenant in any respect, so long as Landlord does not substantially interfere with Tenant's use of the Premises, Landlord will have the right to:

(1) establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the common areas, so long as a copy of said rules and regulations are provided to Tenant in writing;

(2) close off any of the common areas to whatever extent required in the opinion of Landlord and its counsel to prevent a dedication of any of the common areas or the accrual of any rights by any person or the public to the common areas, provided such closure does not deprive Tenant of the substantial benefit and enjoyment of the Premises;

(3) temporarily close any of the common areas for maintenance, alteration or improvement purposes;

(4) select, appoint or contract with any person for the purpose of operating and maintaining the common areas, subject to such terms and at such rates as Landlord deems reasonable and proper;

(5) change the size, use, shape or nature of any such common areas, provided such change does not deprive Tenant of the substantial benefit and enjoyment of the Premises. So long as Tenant is not thus deprived of the substantial use and benefit of the Premises, Landlord will also have the right at any time to change the arrangement or location of, or both, or to regulate or eliminate the use of, any concourse, parking spaces, garage, or any elevators, stairs, toilets or other public conveniences in or about the Building without incurring any liability to Tenant or entitling Tenant to any abatement of rent and such action will not constitute an actual or constructive eviction of Tenant, and

(6) erect one or more additional buildings on the common areas, expand the existing Building or other buildings to cover a portion of the common areas, convert common areas to a portion of the Building or other buildings, or convert any portion of the Building (excluding the Premises) or other buildings to

common areas. Upon erection of any additional buildings or change in common areas, the portion of the project upon which buildings or structures have been erected will no longer be deemed to be a part of the common areas. In the event of any such changes in the size or use of the Building or common areas of the Building, Landlord may make an appropriate adjustment in the Rentable Area of the Building.

B. Landlord will maintain, repair and restore, the exterior and structural portions of the Premises; the common areas, including lobbies, stairs, elevators, corridors and restrooms; the windows in the Building; the mechanical, plumbing and electrical equipment serving the Building; the parking lot, driveways and walkways, including the removal of snow; and the structure of the Building in reasonably good order and condition, except for damage occasioned by the negligent or willful acts or omissions of Tenant, Tenant's agents, employees or invitees, or by the failure of Tenant to perform or comply with any terms, conditions or covenants in this Lease, which damage will be repaired by Landlord at Tenant's expense.

C. Normal Building hours of operation shall be:

Monday through Friday - 6:00 am to 9:00 pm

Saturday - 6:00 am to 5:00 pm

Sunday and Legal Holidays - Closed

Legal Holidays shall be: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

D. Landlord shall provide the following services:

(1) Electricity for the Building.

(2) Water for drinking, lavatory and toilet purposes as customary for Tenant's use, drawn through fixtures installed by Landlord.

(3) Adequate passenger elevator service, if same is available in the Building, in common with other tenants of the Building.

(4) Window washing of all exterior windows in the Premises, if applicable, four times per year, weather permitting.

(5) Adequate heat and air conditioning for the Premises and Building during normal Building hours of operation. Landlord shall be responsible, at Landlord's sole cost and expense, for the maintenance, repair, and the replacement of the heating and air conditioning units.

Should the Tenant request the use of such heating and air-conditioning services at other than on the days or the operating hours listed above, Landlord reserves the right to charge the Tenant an appropriate fee for

such services as reasonably determined by Landlord. Arrangements to use such services shall be made at least one normal working day, Monday through Friday, in advance with the management office.

(6) Adequate parking for Tenant and his employees and business invitees. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations. The parties acknowledge that Tenant is not required to pay any costs for parking as of the Commencement Date.

(7) Trash collection for the Building and the Premises.

(8) Landlord shall provide housekeeping services for the common area after normal Building hours of operation.

E. Tenant shall make its own arrangements for electric, telephone and Internet service and shall pay all costs associated therewith, including any necessary cabling or wiring. Tenant agrees to notify and obtain Landlord's consent to the installation of any such cabling or wiring. Tenant shall pay the entire cost of maintenance of light fixtures and replacement of lamps, bulbs, tubes, ballasts and starters. All such maintenance shall be performed by Landlord's Facilities Department, except that Tenant may replace at Tenant's expense any bulbs in floor and desk lamps.

F. Landlord shall provide to Tenant the name of Landlord's designated contractor for providing housekeeping services to the common areas of the Building, the Premises, and all other premises in the Building. Tenant shall be responsible for contracting directly with Landlord's designated contractor for housekeeping services for the Premises and shall be solely responsible for paying such contractor directly for such housekeeping services; provided, however, in the event that Tenant desires to contract with a different contractor for housekeeping services because Tenant believes that Landlord's designated contractor does not charge commercially reasonable rates, Tenant can submit the qualifications and rates of an alternate contractor for Landlord's approval. In no event shall the Tenant contract with an alternate contractor without Landlord's prior written approval, which approval can be withheld in Landlord's sole discretion.

G. Landlord shall in no event be obligated to furnish any services or utilities, other than those specified in Paragraph D above. If Landlord elects to furnish services or utilities requested by Tenant in addition to those specified in Section 5D above (including utility services at times other than those specified in said section), Tenant shall pay to Landlord Landlord's then prevailing and competitive rates for such services and utilities, within ten days after receipt of Landlord's invoices therefor. If Tenant shall fail to make any such payment, Landlord may, upon written notice to Tenant and Tenant's failure to cure such non-payment within 5 business days of the date that such payment was due, and in addition to all other remedies available to Landlord, discontinue any or all of such additional services. No discontinuance of any service pursuant to this Section 5G shall result in any liability of Landlord to Tenant or be deemed to be an eviction or a disturbance of Tenant's use of the Premises.

H. No failure or delay in furnishing any service or failure of Landlord to maintain and repair the Premises as required under this Lease caused in whole or in part by any one or more of the force majeure causes specified in Section 24I hereof shall result in any damages or other form of liability of Landlord to Tenant, or be deemed to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay all Rent when due or from any other obligations of Tenant under this Lease. Notwithstanding the foregoing, if as a result of Landlord's failure or delay in the furnishing of services or the maintenance and repair of the Premises as required under this Lease, the Premises are rendered substantially untenable (which term "untenable" for the purposes of this Lease shall mean that the Premises and reasonable access thereto cannot be used by Tenant in substantially the same manner and at the same times as Tenant has utilized the Premises in the normal conduct of its business), such failure or delay is not due to acts of Tenant, its employees, agents, invitees or contractors, and Tenant cannot and does not occupy the Premises for a period of two (2) consecutive days, then commencing from and after said two-day period, rent shall abate for the duration of such untenability until Tenant can resume normal occupancy of the Premises; and if such period is longer than thirty (30) consecutive days and the failure to provide services and the untenability is not due to fire or other casualty pursuant to Section 16, Tenant may elect to terminate this Lease by written notice to Landlord within the ten (10) day period following said thirty (30) consecutive day period. Tenant's ability to terminate the Lease for untenability of the Premises due to fire or other casualty is governed by Section 16.

6. LANDLORD'S TITLE. Nothing contained in this Lease shall empower Tenant to do any act which can, shall or may encumber the interest or title of Landlord in and to the Building or the land upon which the Building is situated. Tenant may not record or file for registration this Lease, any memorandum of this Lease or any instrument affecting the Building or the land upon which the Building is situated, in the Office of the Recorder of Deeds of DuPage County, Illinois without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

7. SECURITY DEPOSIT. A security deposit in the amount provided for in Section 1 (O) ("Security Deposit") shall be deposited with Landlord's Property Manager upon the execution of this Lease as security for the performance of all covenants and agreements of Tenant hereunder. The Landlord may mix the Security Deposit with its own funds in a non-interest bearing account. Landlord may, after giving five (5) days notice to Tenant, without prejudice to Landlord's other remedies, apply all or any portion thereof in payment of any amounts due Landlord from Tenant or otherwise in satisfaction of Tenant's obligations hereunder. If Landlord so uses part or all of the Security Deposit, then Tenant shall within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount. Upon termination of this Lease and full performance of Tenant's obligations hereunder, any portion of the Security Deposit that remains unapplied shall be returned to the Tenant. If Landlord sells the Building then Landlord shall be relieved of any liability for the Security Deposit if the requirements of this Section 7 are met.

8. MORTGAGE BY LANDLORD.

A. This Lease is expressly subject and subordinate at all times to (1) any ground, underlying or operating lease of the Building or the land upon which the Building is situated now or hereafter existing and all amendments, renewals and modifications thereof, and (2) the lien of any mortgage or trust deed encumbering the Building, said land or any such leasehold estate, and to all advances made or to be made upon the security thereof. Landlord shall deliver to Tenant a non-disturbance and attornment agreement (such agreement having theretofore been executed by Tenant) from the holder of the mortgage or trust deed encumbering all or any part of the Building or the land upon which the Building is situated existing as of the date hereof, and if Tenant is requested to subordinate its interest under this Lease to any future mortgagee or trustee, Landlord shall deliver a non-disturbance and attornment agreement from the holder of the mortgage or trust deed desiring such subordination. The non-disturbance and attornment agreements referred to above shall provide that Tenant's possession hereunder shall not be disturbed in the event of a foreclosure of the mortgage or trust deed, so long as Tenant is not in default hereunder.

B. Tenant agrees:

(1) if requested by any mortgagee, trustee or lessor, Tenant shall subordinate its interest in this Lease to any such mortgage, trust deed or lease and will execute such commercially reasonable subordination agreement or agreements as may be reasonably required by any said mortgagee, trustee or lessor within 14 days of Tenant's receipt of such request, and

(2) in the event of any default by Landlord under this Lease which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has notified in writing the holder of any such mortgage or trust deed or the lessor of any such lease (as the case may be), if the name and address of such holder or lessor shall previously have been furnished by written notice to Tenant, of such default, and (ii) until a reasonable period, not exceeding thirty (30) days, for commencing the remedying of such default shall have lapsed following the giving of such notice and (iii) such holder or lessor (as the case may be) with reasonable diligence, shall not have so commenced and continued to remedy such default or to cause such default to be remedied, and

(3) if any such mortgage or trust deed be foreclosed, or if any such lease be terminated, upon request of the mortgagee, trustee or lessor, Tenant will attorn to the purchaser at any foreclosure sale thereunder or the lessor under the lease (as the case may be) and will execute such commercially reasonable instruments as may be necessary or appropriate to evidence such attornment.

9. CERTAIN RIGHTS RESERVED TO LANDLORD. So long as Landlord does not substantially interfere with Tenant's use of the Premises, Landlord reserves the following rights:

A. Access to Mail Chute. To have access for Landlord and other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Post Office.

B. Occupancy. If Tenant vacates the Premises during the last sixty (60) days of the Term, Landlord may, upon Tenant's prior written approval, enter the Premises to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy, provided, however, prior to conducting such activities, Landlord shall provide Tenant with liability evidence that Landlord has in place commercial general insurance coverage for such activities in the Premises and shall agree to indemnify Tenant for any claims or liability that arise from the activities of Landlord, its employees, agents and contractors as a result of such activities.

C.. Pass Keys. To have pass keys to the Premises.

D.. Access for Repairs. To have access for repairs, alterations, additions and improvements to the Premises or to the Building, as further set forth in Section 14.

E. Show Premises. To show the Premises to prospective tenants or brokers during the last six (6) months of the Term and to prospective purchasers at all reasonable times provided prior notice is given to Tenant in each case and tenant's use and occupancy of the Premises shall not be materially inconvenienced by any such action of Landlord.

F. Heavy Equipment. To reasonably approve the weight, size and location of safes or heavy equipment or articles, which articles may be moved in, about or out of the Building or the Premises only at such reasonable times and in such reasonable manner as Landlord shall direct and in all events, however, at Tenant's sole risk and responsibility, which approval shall not be unreasonably withheld, conditioned or delayed.

G. Close Building. To close the Building after normal Building hours and on legal holidays subject, however, to Tenant's right to admittance under such regulations as Landlord may reasonably prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building.

H. Building Identification and Appearance. To change the Building's name or street address; to install and maintain all signs on the exterior or interior of the Building; and to change the arrangement of entrances, doors, corridors and stairs in the Building.

I. Exclusives. To grant to any party the exclusive right to conduct any business or service in the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purposes permitted hereunder.

J. Vending Machines. To prohibit the placing of vending machines in the Premises.

So long as Landlord uses commercially reasonable efforts to minimize interference with Tenant's use of the Premises, Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

10. WAIVER AND INDEMNIFICATION.

A. Each of the parties hereby waives any rights of recovery, whether direct or by way of subrogation, it may have against the other party, its agents, officers and/or employees, on account of any loss or damage to its property (including the Building, the contents of such, and property located on the common areas) which arises from any risk generally covered by insurance required hereunder, whether or not such party, its agents, officers or employees may have been partially negligent in causing such loss or damage; provided however, this waiver shall not apply to claims caused by the other party's sole negligence or willful misconduct. Each of the parties shall obtain a clause or endorsement in the policies of such insurance which each party obtains in connection with this Lease to effectuate the waiver of the right of subrogation against the other party for loss covered by such insurance. It is understood that such subrogation waivers may be operative only as long as such waivers are available in the State of Illinois. Where subrogation waivers are allegedly not operative in the State of Illinois, notice of such fact shall be promptly given by the party obtaining the insurance in question to the other party.

B. To the extent permitted by law, Tenant waives all claims against Landlord, its officers, directors, partners, agents and employees, and shall cause its insurers to also so waive, for damage or injury to persons, property or otherwise sustained by Tenant or any person claiming by, through or under Tenant, resulting from any accident, occurrence, fire, casualty, cause or any existing or future condition, defect, matter or thing on or about the Building or the Premises or the real property surrounding the Building, or from any act or neglect of any tenant or other occupant of the Building or of any other person, except to the extent that such claims arise from the negligence or willful misconduct of Landlord or Landlord's officers, directors, partners, or employees.

To the extent permitted by law, Landlord waives all claims against Tenant and its officers, directors, partners, agents and employees, for damage or injury to persons, property or otherwise sustained by Landlord or any person claiming by, through or under Landlord, resulting from any accident, occurrence, fire, casualty, cause or any existing or future condition, defect, matter or thing on or about the Premises, or from any act or neglect of any tenant or other occupant of the Building or of any other person, except to the extent that such claims arise from the negligence or willful misconduct of Tenant or Tenant's officers, directors, partners, agents, employees or invitees.

C. Indemnification.

1. Tenant agrees to indemnify and hold harmless Landlord, and Landlord's officers, directors, partners, agents, and employees, from and against any and

all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees), for injuries to or death of any person and damage to or theft or misappropriation or loss of property occurring on or about the Premises and arising from (i) Tenant's occupancy of the Premises, (ii) the conduct of Tenant's business, (iii) any activity, work, or thing done, permitted or suffered by Tenant on or about the Premises, Building or the real property surrounding the Building, (iv) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease, or (v) any other act or omission of Tenant, or its partners, officers, directors, agents and employees, except in the event the claim, demand, action, liability, damage, cost or expenses is caused by the negligence or intentionally wrongful conduct of Landlord or its officers, directors, partners, agents or employees. If any such proceeding is filed against Landlord or any other indemnified party, Tenant agrees to defend such proceeding at Tenant's sole cost, if requested by Landlord. Additionally, Tenant agrees to indemnify and hold harmless Landlord from any claim by any employee of Tenant for work-related injury or disability, except to the extent caused by Landlord's negligence or willful misconduct. In claims against Landlord by an employee, the indemnification obligation of Tenant under this Lease shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Tenant under workers' compensation acts, disability acts, or other employee benefit acts.

2. Landlord agrees to indemnify and hold harmless Tenant, and Tenant's officers, directors, partners, agents, and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees), for injuries to or death of any person and damage to or theft or misappropriation or loss of property occurring on or about the Premises and arising from (i) any activity, work, or thing done, permitted or suffered by Landlord on or about the Building or the real property surrounding the Building, (ii) any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed under this Lease, or (iii) any other act or omission of Landlord, or its officers, directors, agents and employees, except in the event the claim, demand, action, liability, damage, cost or expenses is caused by the negligence or intentionally wrongful conduct of Tenant or its officers, directors, partners, agents or employees. If any such proceeding is filed against Tenant or any other indemnified party, Landlord agrees to defend such proceeding at Landlord's sole cost, if requested by Tenant.

3. The above indemnification obligations of Landlord and Tenant shall survive any expiration or termination of this Lease and shall apply irrespective of whether the party entitled to indemnification is found to have any percentage of negligence or fault.

11. INSURANCE.

A. Tenant shall maintain at all times during the Term and at its own expense, the following minimum insurance:

- (i) Commercial General Liability/Umbrella Insurance: \$2,000,000/\$2,000,000 Bodily Injury and Property Damage;

- (ii) Fire Damage Legal Liability Insurance: \$50,000;
- (iii) Workers' Compensation Insurance: Statutory limits.
- (iv) Employer's Liability Insurance:
 - (a) \$1,000,000 per accident;
 - (b) \$1,000,000 per illness, per employee; and
 - (c) \$1,000,000 per illness, aggregate.

Each insurance policy shall be placed with carriers acceptable to Landlord. Tenant agrees to deliver to Landlord, on or before the Execution Date, prior to the renewal date of each such policy, and at such other times as Landlord may reasonably request, acceptable certificates of insurance evidencing the coverages and limits set forth above. The certificates shall contain a clause requiring that Landlord shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material change. Coverage shall be with insurers with an A.M. Best rating of at least A-VII, or equivalent reasonably acceptable to Landlord, and be licensed and authorized to do business in the State of Illinois. Landlord, its directors, officers, employees and agents and any Mortgagee, as requested by Landlord, shall be named as additional insureds by endorsement to the policy on items 11.A.(i) and (ii) above. Insurance required from Tenant shall be primary from any carried by Landlord, if any, whose insurance shall be non-contributory.

B. Landlord shall maintain at all times during the Term:

- (i) Commercial General Liability Insurance for the Common Areas: \$2,000,000/\$2,000,000 Bodily Injury and Property Damage
- (ii) Fire and Extended Coverage Insurance insuring Landlord against loss of, or damage to, the Building by reason of fire and certain other casualties.

Such insurance shall be underwritten by a responsible insurance company qualified to do business in the State of Illinois and shall be in the face amount equal to the full replacement cost of the Building. Such insurance shall cover loss or damage by fire, and loss or damage arising out of the normal extended coverage perils which are windstorm, hail, explosion, riot attending a strike, civil commotion, aircraft, vehicles and smoke.

C. Each party shall keep its personal property and trade fixtures in the Premises and Building insured with "all risks" insurance in an amount sufficient to cover one hundred percent (100%) of the replacement cost of such property and fixtures. Tenant shall also keep any non-Building-standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property. Landlord shall be a loss payee on the insurance required by this Section 11.C.

12. SURRENDER OF PREMISES. Tenant shall maintain the interior, non-structural portions of the Premises during the Term in good condition, ordinary wear and tear and fire and other casualty insured against by Landlord excepted, failing which Landlord may restore the Premises to such condition and Tenant shall pay Landlord the cost thereof. Upon the expiration or termination of this Lease or termination of Tenant's right of possession of the Premises,

Tenant shall remove the Tenant's equipment, movable trade fixtures and personal property including freestanding cabinetwork in a good and workmanlike manner and at Tenant's sole cost and expense, and return the Premises to Landlord in good condition, ordinary wear and tear and fire and other casualty insured against by Landlord excepted. The parties agree that Tenant's water treatment equipment and process piping shall be considered a trade fixture of Tenant for purposes of this Lease and may be removed by Tenant as long as Tenant provides Landlord with ten (10) business days prior written notice of such removal, such removal does not adversely affect the Building's appearance, value, HVAC, or other Building systems or structural strength, Tenant obtains Landlord's prior written consent to any work required to be performed outside of the Premises in order to effectuate such removal (which consent shall not be unreasonably withheld, conditioned or delayed), and Landlord repairs damage to any walls, floors, ceilings and any other aspects of the Premises or Building caused by such removal in a manner consistent with the requirements of Section 13. In the event possession of the Premises is not immediately delivered to Landlord, as aforesaid, Landlord may remove any of such property therefrom without any liability to Tenant. All such property which may be removed from the Premises by Landlord shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost or credit therefor.

13. ALTERATIONS. Tenant shall not make any alterations, additions, improvements or decorations to the Premises (the "Improvements and Alterations") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed for as long as such. Improvements and Alterations are non-structural interior work that does not adversely affect the Building's appearance, value, HVAC, other Building systems or structural strength. Tenant shall furnish the Landlord with the reasonably detailed plans and specifications of the Improvements and Alterations, including a description of the scope of work to be performed as part of these Improvements and Alterations, and shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications.

A. Landlord will provide Tenant with the names and addresses of at least three Landlord approved general contractors who have received the necessary training and orientation to insure that they are knowledgeable as to building standards, safety precautions and rules and regulations (the "Approved Contractors"). Tenant shall utilize an Approved Contractor for the performance of the Improvements and Alterations; provided, however, in the event that Tenant desires to utilize a contractor other than Landlord's Approved Contractors for the performance of the Improvements, Tenant can request that Landlord consent to the use of an alternate contractor for the performance of the Improvements and Alterations, provided that the Tenant provides Landlord with evidence of contractor qualifications that is satisfactory to Landlord prior to requesting contractor bids, Tenant includes at least one of the Landlord's Approved Contractors in a competitive bid process with Tenant's requested contractor, and Tenant's contractor agree to the terms of training and orientation that are required of Landlord Approved Contractors. In no event shall the Tenant contract with an alternate contractor for the performance of the Improvements and Alterations without Landlord's prior written approval, which approval can be withheld in Landlord's sole discretion. The Improvements and Alterations shall be performed in a manner that does not disturb the quiet possession of the other tenants or interfere with the construction, operation or maintenance of the Building. Tenant's Approved Contractors shall work in harmony and not unreasonably interfere with Landlord's

workers or contractors or other tenants or their workers or contractors. Tenant shall give Landlord at least fifteen (15) days advance notice before beginning any Improvements and Alterations so that the Landlord may post notices of non-responsibility. Tenant shall pay the cost of all such Improvements and Alterations and also the cost of decorating the Premises occasioned by such Improvements and Alterations.

B. Except to the extent caused by the negligence or intentionally wrongful conduct of Landlord or its officers, directors, partners, agents or employees Tenant hereby agrees to indemnify and hold harmless Landlord, its agents and employees from any and all liabilities of every kind and description which arise out of or are connected in any way with any such Improvements and Alterations.

C. Tenant shall require that the Approved Contractor and any subcontractor performing the Improvements and Alterations obtain and maintain insurance coverage as more fully described in this Section 13.B, and provide reasonably satisfactory evidence of such coverage to Landlord (by certificate of insurance or as otherwise mutually agreed) prior to the commencement of the Work. Such coverage shall include, at a minimum:

(i) Workers' Compensation and Occupational Disease Insurance with statutory limits as required by the State of Illinois, plus Employer's Liability Insurance for all damages arising from each accident or occupational disease; and

(ii) Comprehensive General Liability Insurance, including all major divisions of coverage on a comprehensive basis, including, but not limited to, Operations-Premises liability, elevator liability, Contractor's protective liability, products-completed operations liability, and contractual liability.

All required insurance shall be at such levels as are customary in the industry and reasonably satisfactory to Landlord, and shall be provided by a company or companies licensed to do business in the State of Illinois and acceptable to Landlord. The Approved Contractor shall not allow any subcontractor to perform any part of the Improvements and Alterations until equivalent insurance has been obtained by the subcontractor. Each certificate of insurance shall contain a provision that the insurance will not be cancelled, whether by lapse of time or otherwise, except upon at least thirty (30) days prior written notice to Landlord by certified mail, personal delivery, or overnight carrier. Landlord shall be named as an additional insured on all insurance policies carried by the Approved Contractor and its subcontractors and all certificates of insurance furnished by the Approved Contractor and its subcontractors shall show Landlord as an additional named insured.

Tenant shall maintain broad form, All-Risk Commercial property insurance upon the entire Improvements and Alterations performed at the Premises to the full insurable value thereof, and such insurance may be purchased or effectuated either as an additional policy or by specific endorsement to existing policy or policies. This property insurance shall include the interests of the Tenant, Landlord as an additional named insured, and Approved Contractor and its subcontractors, and shall provide insurance against at least the perils of fire, extended coverage, vandalism, and malicious mischief, subject only to the usual exclusions.

D. Upon substantial completion of such Improvements and Alterations, Tenant shall furnish Landlord with the Approved Contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and material expended and used. All such Improvements and Alterations shall comply with all insurance requirements and with all relevant laws, ordinances and regulations of municipalities, counties, state, or departments and agencies thereof. Tenant shall complete the Improvements and Alterations with due diligence in a good and workmanlike manner, in accordance with the submitted plans and specifications, and using new materials and installations at least equal in quality to the then current Building materials and installations. Any such Improvements and Alterations which are undertaken by Tenant shall be performed by union labor which is compatible with the union or unions representing service employees of Landlord in the Building. Upon completion of the Improvements and Alterations, Tenant shall provide Landlord with complete as-built mylar drawings or CAD drawings of the Work. All Improvements and Alterations to the Premises shall be Tenant's property at all times during the Term hereof. Such Improvements and Alterations shall become Landlord's property and remain upon the Premises at the expiration or termination of the Lease without compensation, allowance or credit to Tenant.

E. Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Building, the land upon which the Building is situated, the Premises, or any part thereof arising out of Improvements and Alterations performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall as soon as possible, and in no event later than 30 days after such lien is filed, either have such lien or claim for lien released of record or shall deliver to Landlord a bond in form, content, amount, and issued by surety reasonably satisfactory to Landlord, indemnifying Landlord and others designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's reasonable expenses and attorneys' fees.

14. REPAIRS.

A. During the Lease Term, Tenant shall at its sole cost and expense keep and maintain the non-structural portions of the interior of the Premises, including all Tenant Improvements and Alterations, approved by Landlord in accordance with Section 13, in good order and repair and tenantable condition, and free of refuse and rubbish. Tenant shall promptly and adequately repair all damage to the Premises caused by Tenant or any of its employees, contractors, agents, invitees, or licensees including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage. If Tenant does not do so promptly and adequately within the time period set forth in Section 18, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof on demand.

B. During the Lease Term, Landlord shall, without expense to Tenant, except as otherwise provided in Section 4(C), maintain and make all necessary repairs and/or replacements to the Common Areas of the Property, and to the exterior portions and structural portions of the Premises and Building, including, without limitation: foundations, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings; provided, however, notwithstanding the foregoing, Tenant shall pay the Landlord for any repairs and replacements required to Common Areas of the Property, the exterior portions and structural portions of the Premises and Building to the extent that such repairs or replacements arise from circumstances for which Landlord is entitled to indemnification from Tenant pursuant to Section 10.C.1, except to the extent that a claim for such repairs or replacements is waived pursuant to Section 10.A..

C. The parties hereby acknowledge that the infiltration of water into the Premises and/or Building represents a health and safety hazard to Tenant, Landlord, their employees, agents, invitees and other Building visitors and occupants. Each party, therefore, shall provide the other party with prompt written notice in the event that such party has notice or knowledge of a roof leak or other infiltration of water into the Premises or the Building, which notice shall set forth in reasonable detail the nature and extent of such leak or infiltration.

(1) In the event that: i) such leak or infiltration does not arise from a circumstance for which Landlord is entitled to indemnification from Tenant pursuant to Section 10.C.1; ii) such leak or infiltration renders the Premises substantially untenantable; iii) such leak or infiltration can be repaired as non-structural interior Premises work that does not adversely affect the Building's appearance, value, HVAC, or other Building systems or structural strength; and iv) Landlord fails to fully repair such leak or infiltration within five (5) business days of receipt of Tenant's written notice or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, Tenant shall have the right, without waiving any rights Tenant may otherwise have at law, to exercise a right of self-help and perform such act required to repair such leakage or infiltration. In exercising its self help rights pursuant to this Section 14.C, Tenant shall obtain Landlord's prior written consent to the utilization of any contractors who are not "Approved Contractors" pursuant to Section 13, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall serve to grant Tenant and such contractors a license to enter those portions of the Property, Building and Premises that are reasonably necessary for Tenant to repair such leak or infiltration, provided, however, such repairs shall be accomplished in a manner which meets the requirements of Section 13, including, but not limited to, insurance coverage requirements.

(2) Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 14(C) shall be deemed paid or incurred for the account of Landlord as long as such repairs are accomplished in a manner which meets the requirements of this Section 14(C) and Section 13, and Landlord shall reimburse Tenant therefore within thirty (30) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices to Landlord, along with such other documentation, including, but not

limited to, plans, specifications and as-built drawings of such repairs, as required by Section 13.D. In the event that Landlord fails to reimburse Tenant within such thirty (30) day period for repairs that are completed by Tenant in accordance with this Section 14(C) and Section 13, Tenant may offset the amount of the invoice from the next installment of Rent due under this Lease.

15. RULES AND REGULATIONS. Tenant shall abide by all reasonable, non-discriminatory rules and regulations adopted by Landlord, including those rules and regulations attached as Exhibit D, which the parties deem reasonable and which are incorporated herein by reference. If any rules and regulations are contrary to the provisions of this Lease, the provisions of this Lease shall govern.

16. FIRE AND OTHER CASUALTY. If the Premises are rendered untenable by reason of fire or other casualty, Landlord shall with reasonable diligence take such action as is necessary to repair and restore the Premises and the Building, provided, however, that if a registered architect selected by Landlord licensed to do business in the State of Illinois should certify that such repairs and restorations to the Premises and the Building cannot be completed by using standard working methods and procedures so as to make the Premises tenantable within 120 days from the date of such casualty, either party shall have the right to terminate this Lease by giving to the other party written notice of such election within ten days after receipt of the architect's certificate. If said fire or other casualty results in the total destruction of the Building, this Lease shall automatically terminate as of the date of said fire or other casualty. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right to terminate the Lease in the event Landlord fails to repair or restore the Premises within 120 days from the date of such casualty.

17. HOLDING OVER. If Tenant retains possession of the Premises, or any part thereof, after the expiration or termination of this Lease, Tenant shall pay Landlord, at Landlord's sole option and discretion, either (A) rent at an annual rate equal to double the fair annual rental value of the Premises, as determined by Landlord, but in no event less than two hundred percent (200%) of the Base Rent payable for the year immediately preceding said holdover computed on a per month basis, for the period Tenant thus remains in possession or (B) Tenant shall pay Rent based on the then current Rent during the period of such possession and Tenant shall also pay Landlord all damages sustained by Landlord by reason of such retention of possession. If Tenant retains possession of the Premises, or any part thereof, for thirty (30) days after the expiration or termination of this Lease, then at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one year on the same terms and conditions, except that the annual Base Rent shall be increased to the fair annual rental value of the Premises, as determined by Landlord, but in no event less than the annual Base Rent specified in Section 1H.. The provisions of this Section do not waive the Landlord's right of re-entry or any other right hereunder.

18. LANDLORD'S REMEDIES. All rights and remedies of Landlord herein enumerated shall be cumulative, none shall exclude any other right or remedy allowed herein or

by law, and if any provision herein shall be invalid or unenforceable, it shall apply only to such provision and the remainder of this Lease shall continue valid and enforceable.

A. If Tenant defaults in the payment of any installment of Rent when due, Landlord may, if Landlord so elects but not otherwise, either forthwith terminate this Lease and Tenant's right to possession of the Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the Premises. Notwithstanding the foregoing, Tenant shall not be in default under the terms of this Lease unless Tenant receives written notice from Landlord of such failure and Tenant fails to pay any installment of rent within five (5) days after receipt of written notice from Landlord that Landlord has not received a rental payment.

B. If Tenant defaults in the prompt and full performance of any other provision of this Lease and if such default is not remedied or prompt and full performance is not accomplished by Tenant or Tenant has not promptly instituted and is not vigorously pursuing such remedies as are necessary to rectify such default within thirty (30) days after demand is made by Landlord, or if Tenant abandons and stops paying rent on the Premises, then and in any such event, Landlord may, if Landlord so elects but not otherwise, forthwith terminate this Lease and Tenant's right to possession of the Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the Premises.

C. If Tenant is adjudicated to be a bankrupt or is found insolvent in any court of record, or if a receiver or trustee for the benefit of Tenant's creditors is appointed (unless such adjudication, finding or appointment is set aside within thirty (30) days or an appeal therefrom shall be prosecuted within said thirty (30) days and said appeal is either pending or is concluded with the determination that Tenant is not bankrupt or insolvent), Landlord may, if Landlord so elects but not otherwise, either forthwith terminate this Lease and Tenant's right to possession of the Premises or without terminating this Lease forthwith terminate Tenant's right to possession of the Premises.

D. Upon any expiration or termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises and remove the Tenant's equipment, movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant in accordance with Section ___, above, and deliver possession of the Premises to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Premises upon such expiration or termination with process of law, and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove any and all property therefrom using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to damages or any other right given to Landlord hereunder or by operation of law. Landlord agrees, however, to abide by the requirements of the Forcible Entry and Detainer statutes of the State of Illinois.

E. Upon any termination of Tenant's right to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as in subsection (D) above, without such entry and possession terminating this Lease or releasing Tenant, in whole or part, from Tenant's obligation to pay Rent hereunder for the full term. If Landlord relets the Premises, or any portion thereof, any proceeds from such reletting shall first be applied against the cost and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, and other reasonably necessary expenses incurred to secure a new tenant for the Premises. If the consideration collected by Landlord upon any such reletting for Tenant's account after payment of the expenses of reletting the Premises is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due upon demand.

F. If Tenant should default under the terms of this Lease and such default is not cured in accordance with the terms hereof, Landlord shall be entitled to all reasonable costs, charges, expenses and attorneys' fees incurred by Landlord in connection therewith.

G. Tenant hereby expressly waives any and all claims for damages by reason of Landlord's exercise of any of its remedies under this Section 18, including but not limited to any claims for damages by reason of Landlord's reentry, repossession, alteration of locks or other security devices, or for damages by reason of any legal process.

H. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under Chapter 9, 11 or 13 of the Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that the trustee in bankruptcy shall determine within sixty (60) days after commencement of the case, whether to assume or reject this Lease.

19. LANDLORD DEFAULT. Subject to Section 8.B.(2) of the Lease, and except as otherwise provided in Section 14.C.(2) of the Lease, Landlord's failure to perform any its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. The notice shall include in reasonable detail the nature and extent of the failure and identify the Lease provisions(s) containing the obligation(s). In the event that Tenant receives notice of a mortgagee's name and address pursuant to Section 8, Tenant shall provide the notice required by this paragraph to the mortgagee at the same time Tenant gives notice to Landlord. If the required cure of the noticed default cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within thirty (30) days and is diligently and continuously attempting to complete the cure as soon as reasonably possible.

In the event Landlord fails to cure a default within the applicable cure periods set forth in the Lease, and in addition to the remedies set forth in Section 5.H. in the Lease, Tenant shall the right to exercise whatever rights it may have at law and in equity.

20. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not sublease, assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise, without the prior written consent of the Landlord, except in the case of a "Permitted Transfer" as set forth in Section 20.C, below. If Tenant desires to enter into any sublease of the Premises, Tenant shall deliver written notice thereof to Landlord, together with a copy of the proposed sublease agreement at least sixty (60) days prior to the commencement date of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease, and Tenant shall pay Landlord on the first day of each month during the term of the sublease, the excess of all rent and other consideration due from the subtenant for such month over that portion of the Base Rent due under this Lease for said month which is allocable to the space sublet on a square footage basis.

B. In the event Tenant desires to enter into any sublease of the Premises, and such sublease is not a "Permitted Transfer" as set forth in Section 20.C, below, Landlord shall have the option to exclude from the Premises covered by this Lease, the space proposed to be sublet by Tenant, effective as of the proposed commencement date of sublease of said space by Tenant. Landlord may exercise said option by giving Tenant written notice thereof within twenty (20) days after receipt by Landlord of Tenant's notice of the proposed sublease; provided, however, Tenant may rescind the exercise of such option and retract its proposed sublease by giving Landlord written notice thereof within ten days after Landlord exercises such option. In the event Landlord exercises said option (and such option is not rescinded by Tenant as aforesaid), Tenant shall surrender possession of the proposed sublease space to Landlord on the effective date of exclusion of said space from the Premises covered by this Lease, and neither party hereto shall have any further rights or liabilities with respect to said space under this Lease. Effective as of the date of exclusion of any portion of the Premises covered by this Lease pursuant to this Paragraph, (1) the Base Rent specified in Section 1H then in effect shall be reduced in the same proportion as the number of square feet of rentable area contained in the Premises so excluded bears to the number of square feet of rentable area contained in the Premises prior to such exclusion, and (2) the rentable area of the Premises specified in Paragraph 1I shall be decreased by the number of square feet of rentable area contained in the portion of the Premises so excluded, for all purposes under this Lease, and (3) Tenant's Proportionate Share shall be recalculated by dividing the number of rentable square feet of the Premises as set forth in Section 20B(2) hereof by the number of rentable square feet of the Building as set forth in Section 1J.

C. Notwithstanding Section 20.A, above, Tenant may assign this Lease or sublease the Premises in whole or in part, upon at least ten (10) business days prior written notice to Landlord, but without the prior written consent of Landlord to any of the following transferees (each of the following being a "Permitted Transfer"), as long as Tenant is not in default under this Lease beyond any applicable notice or cure periods at the time of the Permitted Transfer, and Landlord is provided with a duplicate original of such sublease or assignment prior to such Permitted Transfer:

1. any entity into which or with which Tenant has merged or consolidated;
2. any parent, subsidiary, successor in interest, or wholly-owned affiliated entity of Tenant;
3. any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
4. any partnership, limited liability company or other entity, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant; or
5. any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting

C. In the event of any Permitted Transfer or approved sublease or assignment, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease and any expansion space included in the Premises. For purposes of this Section 20, an assignment shall be deemed to include a change in the majority control of Tenant, if Tenant is a partnership or a corporation whose shares of stock are not traded publicly.

21. ASSIGNMENT BY LANDLORD. Landlord may sell the Building or Landlord's interest therein or assign its interest in this Lease, or any part thereof, in the exercise of its sole discretion, and upon the written request of Landlord, Tenant shall acknowledge and consent to any such assignment in writing. In the event of any such sale or assignment, Landlord shall be entirely freed and relieved of all agreements and obligations of Landlord hereunder accruing or to be performed after the effective date of such sale or assignment. Additionally, upon the written request of Landlord, Tenant shall provide any information or certification of the status of this Lease reasonably requested by Landlord and Tenant shall within 21 days of such request execute any commercially reasonable memoranda, certificate, attornment or other document in recordable form or otherwise as required by Landlord or to undertake any action reasonably requested by Landlord to evidence the existence of this Lease or to effectuate any such sale or assignment.

22. NOTICES. All notices and approvals to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered as follows:

A. To Landlord at Edward Physician Office Center Limited Partnership, 801 South Washington Street, Naperville, Illinois 60540, Attention: President, with a copy to the General Counsel at the same address.

B. To Tenant at the location set forth in Section 1C.

Any notice given in connection with this Lease shall be sufficient if in writing and sent by overnight courier or certified mail, return receipt requested or by regular mail, postage prepaid to the address of the recipient as set forth in the Basic Lease Information, or to such other address as either party may designate by notice to the other party in accordance with this Section. Such notices or communications shall be deemed to have been given upon personal delivery thereof if delivered via overnight courier, or, if mailed postage prepaid by certified mail, return receipt requested, on the date of delivery appearing on the return receipt therefor, or, if by regular mail, three (3) business days after it is posted with the United States Postal Service. Notwithstanding anything to the contrary contained herein, neither party shall have the right to send a default notice to the other party via regular mail.

23. QUIET POSSESSION. So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the Term peacefully and quietly have and enjoy the possession of the Premises without any encumbrance or hindrance by, from or through Landlord, its successors or assigns, subject to the provisions of this Lease.

24. MISCELLANEOUS.

A. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

B. All amounts owed to Landlord hereunder, for which the date of payment is not expressly fixed herein, shall be paid within thirty (30) days from the date Landlord renders statements of account therefor and shall bear interest at the lesser of fourteen percent (14%) per annum or the maximum rate permitted by law thereafter until paid.

C. Within 21 days after Tenant's receipt of such request, Tenant shall deliver to Landlord or to its mortgagee, auditors or prospective purchaser when requested by Landlord a written statement certifying (1) that this Lease is unmodified and in full force and effect, (2) the amount of escalated Base Rent then payable under this Lease and the date to which such Rent has been paid, (3) the amount of the security deposit, if any, deposited by Tenant with Landlord hereunder, (4) that Tenant is or is not in possession of the Premises, as the case may be, and (5) that Landlord is not in default hereunder, or if in default, stating specifically any such defaults. Failure to give such a statement within twenty-one days after Tenant's receipt of written request shall be deemed a default.

D. In the event that all or a substantial portion of the Premises or the Building is taken by eminent domain so that the Premises cannot be reasonably used by Tenant for the purposes for which they are demised, then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such taking. In the event of any taking by eminent domain the entire award shall be paid to and retained by Landlord, excepting however, that Tenant may receive therefrom any portion paid on account of Tenant's moving expenses. Notwithstanding the foregoing

provisions of this Section 24D to the contrary, in the event of a partial taking or condemnation of the Premises, and so long as said taking or condemnation does not materially effect Tenant's use of the Premises, the rentable area of the Premises then leased by Tenant shall be reduced for all purposes under this Lease by the number of square feet of rentable area of the Premises so taken or condemned, and Base Rent shall abate in proportion to the same ratio that the rentable area of the Premises so taken or condemned bears to the rentable area of the Premises prior to such taking or condemnation. Also, notwithstanding the foregoing provisions of this Section 24D to the contrary, in the event of a taking or condemnation hereunder, Tenant shall be entitled, if allowed by law, to appear, claim, prove and receive in the condemnation proceedings the unamortized value as of the date of taking, calculated on a straight line basis over the Term of this Lease, of amounts paid by Tenant on account of improvements, additions and alterations to the Premises purchased by Tenant or installed by Tenant or at the Tenant's expense, but regardless of whether the improvements and alterations might be considered a part of the Premises or shall be or become the property of the Landlord under the terms of this Lease; provided, that the award to which the fee owner of the Premises would be entitled if unencumbered by Tenant's leasehold estate is not diminished thereby, directly or indirectly.

E. This Lease and the Exhibits attached hereto contain the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements, either oral or written.

F. This Lease will become effective only if and when it is executed by both parties. In no event shall the Commencement Date of Term stated in Paragraph 1.F. be later than the date that both parties have executed the Lease as stated in Paragraph 1.D.

G. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

H. Landlord and Tenant represent that neither party has dealt with any real estate broker, sales person or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Landlord and Tenant hereby agrees to indemnify and hold harmless each other, their agents and employees, from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

I. Each party warrants it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

J. Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

K. This Lease shall be construed in accordance with the laws of the State of Illinois. Venue for any dispute related to this Agreement shall be the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois.

L. Time is of the essence of this Lease and the performance of all obligations hereunder.

M. Notwithstanding anything in this Lease to the contrary, the liability of Landlord under this Lease shall be limited to its interest in the Building and Property, and Tenant agrees that no judgment against Landlord under this Lease may be satisfied against any property or assets of Landlord other than the interest of Landlord in the Building and Property.

N. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation), after the expiration of any grace period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf and at the expense of Tenant without further prior notice to Tenant, and all reasonable sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be additional rent under this Lease and shall be due and payable upon demand by Landlord.

O. Landlord, at Landlord's sole option, may record or file a memorandum of this Lease in the Office of the Recorder of Deeds of DuPage County, Illinois.

P. INTENTIONALLY DELETED

Q. Edward Health Services Corporation, Edward Hospital and Landlord are committed to the promotion of good health and are therefore declaring the Building as a smoke free environment.

R. Each party agrees that, without the prior written consent of the other party, they shall not divulge or disclose the contents of this Lease or any of the matters or information disclosed, discussed or proposed during the negotiations of this Lease, to any person other than the such party's attorney(s), accountants, management personnel, or other representatives who have a reasonable need to know such matters in the due course of performing such party's obligations under this Lease or otherwise in the reasonable and ordinary course of such party's operations or business.

25. RELOCATION. Intentionally deleted.

26. BASEMENT STORAGE SPACE. In addition to all other payments due to Landlord under this Lease, Tenant shall also pay One Thousand Five Hundred Ninety-six and 58/100 Dollars (\$1,596.58) per month ("Basement Storage Rental") for use of eight hundred

thirty three (833) square feet of storage space ("Basement Storage Space") in the basement of the Building, as depicted on Exhibit A-2. The parties agree that Basement Storage Rental shall be subject to the same annual increase of three percent (3%) as described in Section 3, Base Rent. The use of the Basement Storage Space shall be subject to all applicable sections of this Lease.

27. REDECORATING. Tenant performed certain renovations to the Premises in 2008 pursuant to an agreement with Riis Borg Construction Company, as documented to Landlord March 27, 2009. Landlord agrees to reimburse Tenant for part of such redecorating costs in the amount of Twenty Four Thousand Three Hundred Forty Dollars (\$24,340.00) (\$5.00 per rentable square foot) (the "Redecorating Allowance"), within thirty (30) days of the Commencement Date.

28. SIGNAGE. Subject to Landlord's prior written consent, Tenant shall have the right, at its sole cost and expense, to: i) erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on Building and/or exterior monuments where other tenant's signs are located; and ii) install directional signs in the Common Areas of the Building and the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 28 shall be subject to Landlord's consent. Notwithstanding anything contained in this Section 28 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

Tenant shall promptly and permanently remove all of its signs installed pursuant to Section 28 of this Lease upon the termination or earlier expiration of this Lease and repair any and all damage caused by such de-installation, provided, however, Tenant shall obtain Landlord's prior written consent to the de-installation of any signage in the Common Areas of the Building and the Property.

29. ATTORNEY FEES AND COSTS. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

30. CONDITIONS, COVENANTS AND RESTRICTIONS AFFECTING TITLE. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit F, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property, the parking areas or the Common Areas are attached hereto as Exhibit F.

31. HIPAA COMPLIANCE PROVISION. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where

patient medical records are kept or stored. Landlord hereby agrees that, except for an emergency entry into the Premises or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

32. EXTENSION OF TERM. Tenant may request an extension of the Term for an additional five (5) years by written notice given to Landlord at least six (6) months prior and not more than twelve (12) months prior to the expiration date of the Term. Landlord agrees to provide Tenant with proposed renewal terms within thirty (30) days of receipt of Tenant's renewal request and each party agrees to negotiate the terms of such renewal in good faith, provided, however, Landlord shall have no obligation to provide the Tenant with renewal terms or engage in renewal negotiations if (A) an event of default exists with respect to Tenant on the expiration date or on the date on which Tenant gives its notice, or (B) Tenant occupies less than fifty percent (50%) of the Rentable Area of the Premises on the expiration date, or (C) Tenant exercises its rights less than six (6) months prior or more than twelve (12) months prior to the expiration date. The Landlord agrees that the renewal terms (with the exception of Rent) provided to Tenant shall be in substantial conformance with the Terms of this Lease and with the standard form of lease utilized by Landlord for other building tenants at the time of renewal. Landlord further agrees to propose rental terms that are within the fair market value rental range for the Building premises most recently determined and reported by an independent broker retained by Landlord and comparable to premises located in buildings equivalent in quality and location to the Building. Landlord agrees to share this fair market value determination with the Tenant on a confidential basis.

33. HAZARDOUS MATERIALS. Landlord and Tenant agree as follows with respect to Hazardous Materials:

A. Tenant shall (i) comply at its own cost and expense with all Environmental Laws (as hereinafter defined) that are applicable to Tenant or Tenant's operations; (ii) not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors, guests or invitees unless all of the following requirements are satisfied at all times with respect thereto: (a) such Hazardous Materials are reasonably required in the ordinary course of Tenant's business which it is authorized to conduct on the Premises under the terms of this Lease, (b) such Hazardous Materials are maintained only in such quantities as are reasonably necessary for the operations which Tenant is authorized to conduct on the Premises under this Lease, (c) such Hazardous Materials are used strictly in accordance with the manufacturers' instructions therefor and in compliance with all applicable Environmental Laws, (d) such Hazardous Materials are not disposed of in or about the Premises in a manner that would constitute a release or discharge thereof, and (e) all such Hazardous Materials are removed from the Premises by Tenant upon the expiration or earlier termination of this Lease; (iii) not install any underground storage tank or aboveground storage tank on the Premises or in the Building without Landlord's prior written approval, which approval may be granted or withheld in Landlord's sole discretion; (iv) not take any action that would subject the Premises to permit requirements under any Environmental Law for on-site storage, treatment or disposal of Hazardous Materials without Landlord's prior written

approval, which approval may be granted or withheld in Landlord's sole discretion; (v) not dispose of Hazardous Materials in dumpsters at the Premises except as permitted by Applicable Laws; (vi) not discharge Hazardous Materials into building drains or sewers except as permitted by Applicable Laws; (vii) not cause or allow the release of any Hazardous Materials on, to, or from the Premises; (viii) arrange at its sole cost and expense for the lawful transportation and off-site disposal in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates; (ix) use, operate, maintain and dispose of all medical devices and other equipment which generate, create or use electromagnetic fields, x-rays, other forms of radiation and radioactive materials in full compliance with all Environmental Laws and all permits and licenses related thereto and in such a manner as to avoid personal injury (including death) to any and all persons on the Premises and to all other persons in the vicinity of the Premises who might be injured or otherwise affected by such electromagnetic fields, x-rays, other forms of radiation and radioactive materials, and (x) not conduct, or permit the conduct of, any incineration or other disposal at, on or under the Premises of any medical wastes generated in connection with Tenant's operations (or the operations of any subtenant or assignee of Tenant).

(1) As used in this Lease, the term "**Hazardous Material**" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes subject to regulation or reporting under any Environmental Law and shall specifically include without limitation (a) any substance identified or classified under any Environmental Law as a "hazardous substance," "hazardous waste," "toxic substance," "special waste," "pollution control waste," "universal waste," "infectious medical waste," "potentially infectious medical waste" or any like or similar term used under any Environmental Law, (b) petroleum, including but not limited to crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, (c) asbestos in any form, (d) polychlorinated biphenyls, and (e) radioactive materials. As used in this Lease, the term "**Environmental Laws**" means and includes, without limitation, all federal, state, local and foreign laws, statutes, regulations, codes, orders, decrees, rules or ordinances or any judicial or administrative order or judgment, and all principles of common law, in each case pertaining to Hazardous Materials, health, industrial hygiene, pollution, public health or safety, or environmental or ecological conditions, as any of the same may be amended and in effect from time to time.

(2) Tenant hereby agrees to indemnify, defend and hold harmless Landlord, and Landlord's officers, directors, partners, agents and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, bodily injury, diminution in value of the Premises, damages for the loss or restriction on use of rentable space or any amenity of the Premises, damages arising from any adverse impact on marketing of the Premises, and sums paid in settlement of claims) and expenses of every nature and kind whatsoever (including without limitation reasonable attorneys' fees and expenses) that arise out of or relate to any or all of the following: (a) the presence, release, migration or discharge of any Hazardous Material on, to or from the Premises which is caused by any act or omission of Tenant or of any of Tenant's employees, agents, representatives, contractors, subcontractors, guests or invitees; including any such acts or omissions which caused by Tenant during the term of the Tenant's occupancy of the Premises prior to the Commencement Date and any such acts or omissions that occur during the Term of this Lease, or (b) misfeasance or malfeasance in the performance by Tenant of any of its obligations hereunder or the failure of Tenant to perform any of its obligations hereunder. The foregoing obligations of Tenant apply whether or not Tenant complied with Legal Requirements with respect to such

Hazardous Materials or such other matters. This indemnification of the Landlord by Tenant includes, without limitation, all of the Landlord's reasonable attorneys' and consultants' fees and court costs, costs incurred in connection with any investigation of site conditions, including any inspections, assessments, or any clean-up, remedial, removal or restoration work required by this Lease, or by any Environmental Law or by any other federal, state or local law, rule or regulation, or by any governmental agency or political subdivision because of the presence of Hazardous Material in, on or under the Premises or which has migrated from the Premises. Landlord agrees that it will give Tenant notice within a reasonable time after Landlord receives actual knowledge of any claim or proceeding for which indemnification or defense hereunder may be claimed, but if Landlord fails to give such notice timely, Tenant's indemnification and defense obligation hereunder shall not be affected or diminished thereby except to the extent of actual prejudice resulting from the late notice from Landlord. The parties agree that the foregoing indemnification and hold harmless obligation does not apply to any liabilities to the extent caused by or resulting from any matters for which Landlord is required to indemnify Tenant pursuant to Section 33C.

(3) Landlord and its designees are hereby granted access to the Premises at reasonable times, and upon reasonable notice Landlord and its agents and representatives shall have a right of entry and access to the Premises at any time upon not less than twenty-four (24) hours notice (provided that no such notice shall be required in the event of an emergency) in Landlord's reasonable discretion for the purposes of (a) inspecting the books and records of Tenant relating to Tenant's obligations under this Section 33A; and (b) ascertaining the nature of the activities being conducted on the Premises and investigating whether Tenant is in compliance with its obligations hereunder. In exercising its right, Landlord shall use its reasonable efforts to minimize disruption of operations at the Premises. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials and substances present on the Premises and shall also have the right to conduct other tests and studies as may be determined by Landlord to be appropriate in order to investigate whether Tenant is in compliance with its obligations hereunder. The investigation may in Landlord's discretion also include analysis of Tenant's water treatment equipment, process piping and basement storage tanks for laboratory analysis, as may be recommended by any independent consultant retained by Landlord as part of its inspection of the Premises or based upon such other reasonable evidence of environmental conditions warranting such investigation. Landlord shall have the right, but not the duty, to retain an independent professional consultant to conduct any such environmental assessment. Tenant will cooperate with the Landlord's consultant and will supply to the consultant, promptly upon request, information reasonably requested by Landlord to facilitate the completion of the environmental assessment. If the environmental assessment or investigation performed by Landlord pursuant to this Section 33A indicates that Tenant is in breach of any of its obligations under this Lease, Tenant shall, within thirty (30) days after Landlord's written demand, pay to Landlord the reasonable documented costs and expenses incurred by Landlord in connection with such assessment or investigation. Landlord and its designees are hereby granted access to the Premises at reasonable times, and upon reasonable notice to perform such environmental assessment. In exercising its right, Landlord shall use its reasonable efforts to minimize disruption of operations at the Premises. Tenant shall not perform any subsurface sampling, testing or drilling to locate any Hazardous Materials on the Premises without Landlord's prior written consent.

(4) If Tenant discovers, or is notified of, any Hazardous Material existing on the Premises at any time in violation of this Lease or requiring investigation or cleanup of the Premises or any adjacent property under this Lease or under any Environmental Law, which has been caused by an act or omission of Tenant or its agents, employees, contractors, subcontractors, guests or invitees, Tenant shall promptly notify Landlord in writing, as applicable, and, at Tenant's sole expense; take all actions as are necessary to perform such investigation and remediation, as applicable, as required to comply with this Lease, with applicable Environmental Laws and with all other requirements of applicable governmental authorities with respect thereto. Landlord's written approval of such actions to be taken with respect to the Premises or any adjacent property shall first be obtained, and Landlord agrees not to unreasonably withhold, condition or delay such approval. Any remediation for which Tenant is responsible shall comply with all requirements of Environmental Laws and also with any additional requirements or standards that Landlord may impose to protect Landlord, the Premises and the persons and property therein or thereon from any damage, injury, loss, cost or expense (and including with respect to the Premises, from any diminution in value).

B. During the Term, each party shall provide the other party promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, the Illinois Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual (including both governmental and non-governmental entities and individuals), concerning (i) any actual or alleged release of a Hazardous Material on, to or from the Premises, (ii) the imposition of any lien on the Premises, or (iii) any actual or alleged violation of or responsibility or liability under any Environmental Law.

(1) Upon written request by either party, the party receiving such request shall provide the other party with (a) copies of all environmental reports and tests obtained by such party with respect to the Premises or other property affected thereby; (b) copies of transportation and disposal contracts (and related manifests, schedules, reports and other information) entered into or obtained by such party with respect to any Hazardous Materials at or related to the Premises; (c) copies of any permits issued to such party under Environmental Laws with respect to the Premises; (d) copies of any and all reports, notifications and other filings made by such party to any federal, state or local environmental authorities or agencies with respect to the Premises or other property affected thereby; and (e) any other applicable documents and information with respect to environmental matters relating to the Premises; provided, however, that neither party shall be required to make disclosure to the other of information that is privileged under the attorney-client privilege or any information that constitutes attorney work product. With respect to any environmental reports, environmental notices or other environmental filings which Tenant provides to any governmental authorities, Tenant shall provide copies of such proposed reports, notifications and filings to Landlord for its review and comment not less than fifteen (15) days prior to the date on which Tenant proposes to submit such reports, notifications and filings to governmental authorities in order to provide Landlord a reasonable opportunity to review and comment on such reports, notifications and

filings before they are submitted to such governmental authorities, and Tenant agrees to make any changes reasonably requested by Landlord.

(2) Reports, notices and filings made by Landlord with governmental agencies shall not be subject to prior review by Tenant, but Landlord agrees to provide to Tenant copies of such reports, notices and filings made by Landlord after the same shall have been submitted to applicable governmental agencies.

C. Landlord represents that, as of the Commencement Date, to the best of Landlord's knowledge, information and belief (without any independent investigation), (i) the Common Areas of the Building and the Property on which the Building is located do not contain any underground storage tanks or Hazardous Materials, except for amounts thereof that would not violate any present Environmental Laws, (ii) Landlord has not received actual notice of any claim, actual or threatened has been made by the U.S. Environmental Protection Agency ("USEPA") or the Illinois Environmental Protection Agency ("IEPA") or any third party regarding Hazardous Materials relating to the Premises, the Common Areas of the Building, the Property or other premises within the Building, (iii) the Common Areas of the Building and the Property have not been used by Landlord for the handling, generation, manufacture, production, storage, discharge, treatment, removal, transport or disposal of Hazardous Materials except in material compliance with all applicable Environmental Laws, (iv) no release in excess of a "reportable quantity" (as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601) has occurred at, on, under or from the Common Areas of the Building or the Property, and (v) there have been no actual or threatened orders, investigations or inquiries by any governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority relating to Hazardous Materials at or migrating, flowing or leaking to or from the Premises, the Common Areas of the Building, the Property or other premises within the Building; provided, however, that the representations in the foregoing clauses (i) through (v) do not apply to any Hazardous Materials that exist on the Premises, Common Areas of the Building or Property as a result of the actions or omissions of Tenant or its agents, employees, officers, guests or invitees.

(1) Landlord shall indemnify, defend and hold harmless Tenant, and Tenant's officers, directors, partners, agents, and employees from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, bodily injury, damages for the loss or restriction on use of rentable space or any amenity of the Premises, and sums paid in settlement of claims) and expenses of every nature and kind whatsoever (including without limitation reasonable attorneys' fees and expenses) that arise out of any breach of the foregoing representation of Landlord, or the breach of any obligation of Landlord set forth in this Section 33C, or the presence, release, migration or discharge of any Hazardous Material on, to or from the Property which is caused by any act or omission of Landlord or of any of Landlord's employees, agents, representatives, contractors, subcontractors, guests or invitees; including any such acts or omissions which caused by Landlord during the term of the Tenant's occupancy of the Premises prior to the Commencement Date and any such acts or omissions that occur during the Term of this Lease. This indemnification of the Tenant by Landlord includes, without limitation, all of the Tenant's reasonable attorneys' and consultants' fees and court costs, costs incurred in connection with any investigation of site conditions required from Landlord, including any inspections, assessments, or any clean-up, remedial, removal or restoration work required on the part of Landlord by this Lease, or by any

Environmental Law or by any other federal, state or local law, rule or regulation, or by any governmental agency or political subdivision because of the presence of Hazardous Material in, on or under the Premises or which has migrated from the Premises to the extent that the foregoing arise out of Landlord's breach of Landlord's representations in this Section 33C or the breach of any obligation by Landlord in this Section 33C. Tenant agrees that it will give Landlord notice within a reasonable time after Tenant receives actual knowledge of any claim or proceeding for which indemnification or defense hereunder may be claimed, but if Tenant fails to give such notice timely, Landlord's indemnification and defense obligation hereunder shall not be affected or diminished thereby except to the extent of actual prejudice resulting from the late notice from Tenant. The parties agree that the foregoing indemnification and hold harmless obligation by Landlord does not apply to any liabilities to the extent caused by or resulting from any matters for which Tenant is required to indemnify Landlord pursuant to Section 33A.

(2) Landlord agrees to comply at its own cost and expense with all Environmental Laws applicable to the Premises and all final enforcement, clean-up, removal and mitigation orders or other final governmental, regulatory or judicial acts or orders pursuant to any Environmental Law affecting the Premises, Landlord or Tenant which relate to or arise out of any acts or omissions of Landlord with respect to the Premises; provided, however, that the obligations of Landlord under this Section 33C shall not apply to any matters for which Tenant is responsible under Section 33A.

The obligations of Landlord and Tenant under this Section 33 shall survive the expiration or termination of this Lease.

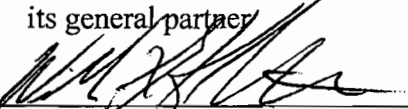
[END OF PAGE]

IN WITNESS WHEREOF, Landlord and Tenant hereby execute this Lease as of the day and year first above written.

LANDLORD:

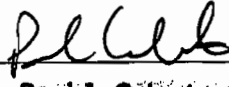
EDWARD PHYSICIAN OFFICE
CENTER LIMITED PARTNERSHIP

By: Edward Health Ventures,
its general partner

By: 
William G. Kottmann, President

TENANT:

WSKC Dialysis Services, Inc.

By: 
Paul J. Colantonio
Its: Assistant Treasurer

G:\Lease\MOB \WSKCDialysis.77601v5_IL_Lease_EH.final.5.06.09

Operating Identity/Licensee

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

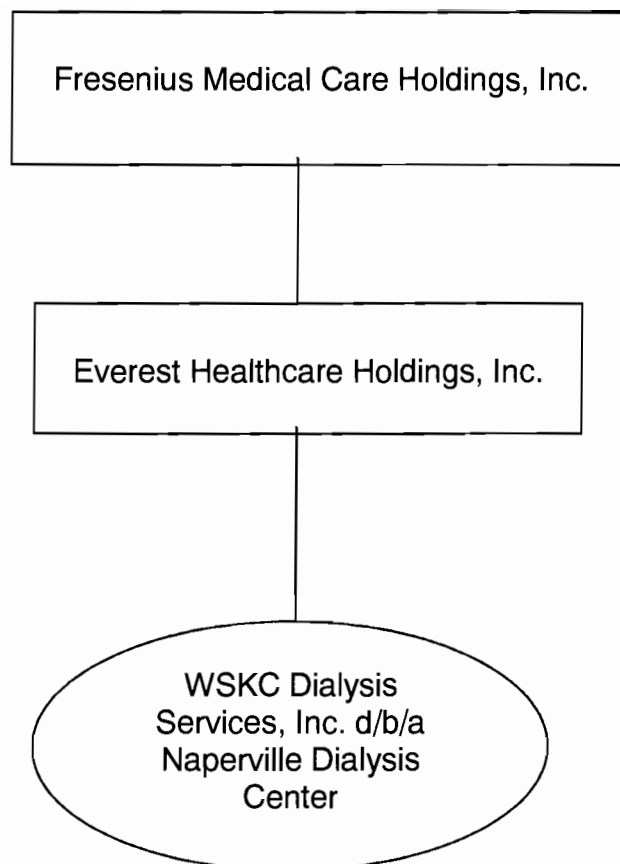
Exact Legal Name: *WSKC Dialysis Services, Inc., d/b/a Naperville Dialysis Center*

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

- | | | | | |
|-------------------------------------|---------------------------|--------------------------|---------------------|--------------------------------|
| ☐ | Non-profit Corporation | ☐ | Partnership | |
| ☒ | For-profit Corporation | ☐ | Governmental | |
| ☐ | Limited Liability Company | ☐ | Sole Proprietorship | ☐ Other |
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
 - Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
 - **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Certificate of Good Standing at Attachment – 1.



IMPACT ON ACCESS STATEMENT PER PART 1110.130

The proposed discontinuation of the Naperville Dialysis Center 15-station end stage renal disease (ESRD) facility in Naperville, HSA 7, will not have an adverse effect upon access to care for the residents of the healthcare market area in which it is situated. Fresenius Medical Care Naperville (#11-038) a 16-station dialysis facility, also in Naperville, although in HSA 9, was established as a replacement facility for the Naperville patients. All patients are expected to transfer to Naperville. There will be no break in service to patients.

There will be no adverse impact to any facilities within a 45-minute travel time. A written request for an impact statement was sent to each non-Fresenius facility and no response was received. Attached is a copy of the letters sent to the clinics and the returned certified mail card.



Signature

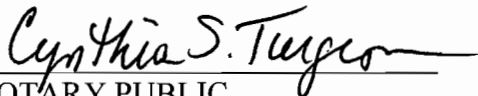
Coleen Muldoon

Printed Name

Regional Vice President

Title

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 4th DAY
OF SEPTEMBER, 2013.



NOTARY PUBLIC

Seal



62

1110.130 – DISCONTINUATION

GENERAL INFORMATION REQUIREMENTS

WSKC Dialysis Services, Inc. proposes to discontinue its 15-station Naperville Dialysis Center located at 100 Spalding Drive, Suite 108, Naperville per a condition on permit #11-038, Fresenius Medical Care Naperville (see attached permit letter). All patients will be transferred to the recently established Naperville 16-station facility located at 2451 S. Washington, Naperville.

Naperville Dialysis Center is in DuPage County in HSA 7 and the Naperville facility is in Will County in HSA 9, however both are located in the town of Naperville.

All patients are expected to transfer to the new facility and therefore all medical records will be transferred to the new site as well.

The discontinuation is expected to occur when the Naperville facility receives its Medicare certification letter. There will be no break in service to the patients involved. The evacuated site is leased space so it will be released back to the landlord, Edward Hospital (see attached letter from Hospital).

Reasons for Discontinuation

The current leased space for the Naperville Dialysis Center is due to expire April 30, 2014. The landlord, Edward Hospital, has indicated that it will not renew the lease and wants the space returned for the hospital's use.

Impact On Access

It is determined that the discontinuation of the Naperville Dialysis Center facility will not have an adverse impact upon access to care for residents or impact on any area ESRD providers. All patients are expected to transfer to the Fresenius Naperville facility located at 2451 S. Washington Street, Naperville. There will be no impact to any Fresenius facility, therefore a written request for an impact statement was sent to all non-Fresenius facilities within a 45-minute travel time. There was no response.

Clinics Within 45 Minutes that were Notified of the Discontinuation of the Naperville Dialysis Center

Name	Address	City	ZIP Code	Miles	Time	Adj Time
DaVita Silver Cross Hosp	1890 Silver Cross Blvd.	New Lenox	60432	22.05	31	35.65
DaVita Silver Cross West	1051 Essington Rd	Joliet	60435	18.16	32	36.8
DaVita Palos Park	13155 S. La Grange Rd	Orland Park	60462	22.08	35	40.25
Fox Valley Dialysis	1300 Waterford Dr	Aurora	60504	7.2	14	16.1
Tri Cities Dialysis	306 Randall Rd	Geneva	60134	19.77	33	37.95
Yorkville Dialysis	1400 N. Beecher Road	Yorkville	60560	19.22	34	39.1
Loyola Dialysis	1201 W. Roosevelt Rd	Maywood	60153	21.61	34	39.1
Sun Health	2121 W. Oneida St, Suite 103	Joliet	60435	22.38	35	40.25
Maple Avenue Kidney Center	610 S. Maple Ave., Suite 4100	Oak Park	60304	23.75	37	42.55
USR Bolingbrook	396 Remington Blvd	Bolingbrook	60440	10.38	18	20.7
USR Oak Brook	1213 Butterfield Road	Downers Grove	60515	10.58	22	25.3
USR Villa Park	200 E. North Avenue	Villa Park	60181	19.53	34	39.1

**All Clinics Within 45 Minutes of
Naperville Dialysis Center**

Name	Address	City	ZIP Code	Miles	Time	Adj Time
Fresenius Naperville North	516 W 5th Ave	Naperville	60563	6	6	6.9
Fresenius Naperbrook	2451 S. Washington	Naperville	60565	3.69	8	9.2
Fox Valley Dialysis	1300 Waterford Dr	Aurora	60504	7.2	14	16.1
Fresenius Bolingbrook	329 Remington Blvd	Bolingbrook	60440	8.96	18	20.7
USR Bolingbrook	396 Remington Blvd	Bolingbrook	60440	10.38	18	20.7
Fresenius DuPage West	450 E Roosevelt Rd	West Chicago	60185	10.78	20	23
USR Oak Brook	1213 Butterfield Road	Downers Grove	60515	10.58	22	25.3
Fresenius Aurora	455 Mercy Ln	Aurora	60506	11.32	23	26.45
Fresenius Downers Grove	3825 Highland Ave	Downers Grove	60515	12.6	23	26.45
Fresenius Willowbrook	6300 Kingery Highway	Willowbrook	60527	12.85	23	26.45
Fresenius Lombard	1940 Springer Dr	Lombard	60148	11.24	24	27.6
Fresenius West Chicago	1859 N Neltnor Blvd.	West Chicago	60185	14.05	25	28.75
Fresenius Oswego	1051 Station Drive	Oswego	60543	15.62	26	29.9
Fresenius Elmhurst	133 E Brush Hill Road	Elmhurst	60126	17.56	29	33.35
Fresenius West Batavia	2580 W. Fabyan Parkway	Batavia	60510	18.21	30	34.5
Fresenius Plainfield	2320 Michas Drive	Plainfield	60586	15.82	31	35.65
Fresenius Westchester	2400 Wolf Road	Westchester	60154	18.44	31	35.65
DaVita Silver Cross Hosp	1890 Silver Cross Blvd.	New Lenox	60432	22.05	31	35.65
DaVita Silver Cross West	1051 Essington Rd	Joliet	60435	18.16	32	36.8
Tri Cities Dialysis	306 Randall Rd	Geneva	60134	19.77	33	37.95
Yorkville Dialysis	1400 N. Beecher Road	Yorkville	60560	19.22	34	39.1
USR Villa Park	200 E North Avenue	Villa Park	60181	19.53	34	39.1
Fresenius Glendale Heights	130 E Army Trail Road	Glendale Heights	60139	21.09	34	39.1
Loyola Dialysis	1201 W Roosevelt Rd	Maywood	60153	21.61	34	39.1
DaVita Palos Park	13155 S La Grange Rd	Orland Park	60462	22.08	35	40.25
Sun Health	2121 W Oneida St	Joliet	60435	22.38	35	40.25
Fresenius Elk Grove	901 Biesterfield Rd	Elk Grove Village	60007	23.88	36	41.4
Maple Avenue Kidney Center	610 S Maple Ave	Oak Park	60304	23.75	37	42.55
Fresenius Joliet	721 E. Jackson Street	Joliet	60432	25.84	37	42.55
Fresenius River Forest	103 Forest Ave	River Forest	60305	23.42	38	43.7
Fresenius West Sub	518 N Austin Blvd	Oak Park	60302	25.09	38	43.7
Fresenius Melrose Park	1111 Superior St	Melrose Park	60160	23.1	39	44.85
Fresenius Oak Park	733 Madison St	Oak Park	60302	24.63	39	44.85
Fresenius Orland Park	9160 W 159th St	Orland Park	60462	26.22	39	44.85
Fresenius Mokena	8910 W 192nd St	Mokena	60448	29.89	39	44.85

(See travel times at Appendix – 1)



STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 • FAX: (217) 785-4111

January 24, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lori Wright, Senior CON Specialist
Fresenius Medical Care
One Westbrook Corporate Center, Tower One, Suite 1000
Westchester, IL 60154

RE: PERMIT: #11-038 Fresenius Medical Care Naperbrook

Dear Ms. Wright:

On January 10, 2012, the Illinois Health Facilities and Services Review Board (HFSRB) approved the application for permit for the referenced project based upon the project's substantial conformance with the applicable standards and criteria of Part 1110 and 1120. In arriving at a decision, HFSRB Board considered the findings contained in the State Agency Report, the application material, and public hearing and public participation testimony.

- **PROJECT: #11-038 – Fresenius Medical Care Naperbrook** – The permit holders are approved to establish a 16-station end stage renal dialysis (ESRD) facility, located at 2451 South Washington Street, Naperville, Illinois.
- **PERMIT HOLDERS**: Neomedica, Fresenius Medical Care Holdings, Inc., and Fresenius Medical Care Chicagoland, LLC
- **CONDITIONS AND STIPULATIONS**: A CON application to discontinue the ESRD stations located on the Edward Hospital campus must be submitted no later than September 30, 2013. In addition, the project must be completed no later than August 31, 2014.
- **PERMIT AMOUNT**: \$4,920,300
- **PROJECT OBLIGATED BY**: July 10, 2013
- **PROJECT COMPLETION DATE**: December 31, 2013

This permit is valid only for the defined construction or modification, site, amount and the named permit holder and is **not transferable or assignable**. In accordance with the Planning Act, the permit is valid until such time as the project has been completed, provided that all post permit requirements have been fulfilled, pursuant to the requirements of 77 Ill. Adm. Code 1130.

The permit holder is responsible for complying with the following requirements in order to maintain a valid permit. Failure to comply with the requirements may result in expiration of the permit or in State Board action to revoke the permit.

1. OBLIGATION-PART 1130.720

The project must be obligated by the **Project Obligation Date**, unless the permit holder obtains an "Extension of the Obligation Period" as provided in 77 Ill. Adm. Code 1130.730. Obligation is to be reported as part of the first annual progress report for permits requiring obligation within 12 months after issuance. For major construction projects which require obligation within 18 months after permit issuance, obligation must be reported as part of the second annual progress report. If project completion is required prior to the respective annual progress report referenced above, obligation must be reported as part of the notice of project completion. The reporting of obligation must reference a date certain when at least 33% of total funds assigned to project cost were expended or committed to be expended by signed contracts or other legal means.

2. ANNUAL PROGRESS REPORT-PART 1130.760

An annual progress report must be submitted to HFSRB every 12-months from the permit issuance date until such time as the project is complete.

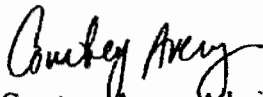
3. PROJECT COMPLETION REQUIREMENTS-PART 1130.770

The permit holder must submit a written notice of project completion as defined in Section 1130.140. Each permit holder shall notify HFSRB within 30 days following the project completion date and provide supporting documentation within 90 days following the completion date and must contain the information required by Section 1130.770.

This permit does not exempt the project or permit holder from licensing and certification requirements, including approval of applicable architectural plans and specifications prior to construction. **Please note the Illinois Department of Public Health will not license the proposed facility until such time as all of the permit requirements have been completed.**

Should you have any questions regarding the permit requirements, please contact Mike Constantino at 217-782-3516.

Sincerely,



Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board

cc: Dale Galassie, Chairman

October 31, 2011

Mr. William Popken
Senior Real Estate Manager
Fresenius Medical Care North America
Reservoir Woods
920 Winter Street
Waltham, MA 02451-1457

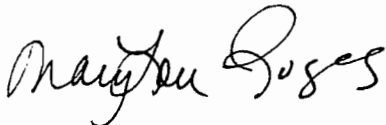
Dear Mr. Popken:

Your current lease at Edward Hospital in the Medical Office Building I, located at 120 Spaulding Drive, Suite #108, Naperville, IL is due to expire on April 30, 2014. Edward Hospital is exploring various program opportunities that would fit in the space that Fresenius currently leases.

We would entertain the possibility of an early termination from Fresenius Medical Care in order to occupy the space.

Please contact me with your feedback in regards to this matter to discuss the future plans of Fresenius Medical Care. We appreciate your consideration in this matter.

Sincerely,



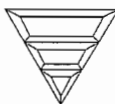
MaryLou Rogers, ACoM
Manager, Property Management
Edward Hospital & Health Services
801 S. Washington Street
Naperville, IL 60540

CPM® Candidate

630-527-5873 (phone)
630-548-8168 (fax)

cc: William Kottmann, President, EHV





Fresenius Medical Care

August 28, 2013

Facility Manager
DaVita – Silver Cross East
1890 Silver Cross Blvd.
New Lenox, IL 60432

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

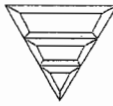
Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

68

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
DaVita – Silver Cross West
1051 Essington Road
Joliet, IL 60435

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperville, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperville or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperville facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

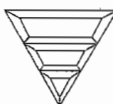
Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371



Fresenius Medical Care

August 28, 2013

Facility Manager
DaVita – Palos Park Dialysis Center
13155 S. La Grange Road
Orland Park, IL 60462

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

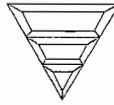
Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371



Fresenius Medical Care

August 28, 2013

Facility Manager
Fox Valley Dialysis Center
1300 Waterford Drive
Aurora, IL 60504

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

71

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
Tri-Cities Dialysis Center
306 Randall Road
Geneva, IL 60134

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

72

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
Yorkville Dialysis Center
1400 N. Beecher Road
Yorkville, IL 60560

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371



Fresenius Medical Care

August 28, 2013

Facility Manager
Foster McGaw – Loyola Hospital Dialysis
1201 W. Roosevelt Road
Maywood, IL 60153

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

74

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
Sun Health Dialysis
2121 W. Oneida St., Suite 103
Joliet, IL 60435

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

75

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
Maple Avenue Kidney Center
610 S. Maple Ave., Suite 4100
Oak Park, IL 60304

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperville, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperville or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperville facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

76

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
U.S. Renal Care – Bolingbrook
396 Remington Blvd.
Bolingbrook, IL 60440

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

77

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
U.S. Renal Care – Oak Brook
1213 Butterfield Road
Downers Grove, IL 60515

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

78

Impact Letter
ATTACHMENT - 10



Fresenius Medical Care

August 28, 2013

Facility Manager
U.S. Renal Care – Villa Park
200 E. North Avenue
Villa Park, IL 60181

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board to discontinue the 15-station Naperville dialysis facility located at 100 Spalding Drive, Naperville in HSA 7. Fresenius Medical Care Naperbrook, #11-038, also in Naperville however in HSA 9, was established as a replacement for this facility.

The estimated date that this discontinuation will occur is August 31, 2014. Over the past two years the Naperville dialysis facility has provided 22,902 dialysis treatments to 168 end stage renal disease (ESRD) patients. We do not foresee any break in service to the ESRD patients in this market area due to the closure of the Naperville facility because all patients will be transferred to either the Fresenius Naperbrook or Naperville North facility prior to closure. We do not expect that there will be any adverse impact to care for patients in this market area, nor do we expect there to be any burden of care placed on other area dialysis providers especially since the Naperbrook facility was established as a replacement facility.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from your facility in the form of an impact statement in regards to our proposed project within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facility.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 708-498-9121.

Sincerely,

Lori Wright
Senior CON Specialist

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371

79

Impact Letter
ATTACHMENT - 10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
DaVita – Silver Cross East
1890 Silver Cross Blvd.
New Lenox, IL 60432

2. Article Number
(Transfer from service label)

7011 0470 0001 4561 2854

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Sue Degutis

C. Date of Delivery

8-30-13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
DaVita – Silver Cross West
1051 Essington Road
Joliet, IL 60435

2. Article Number
(Transfer from service label)

7011 0470 0001 4561 2885

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

LORI GILBERT

C. Date of Delivery

8-30-13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
DaVita – Palos Park Dialysis Center
13155 S. La Grange Road
Orland Park, IL 60462

2. Article Number
(Transfer from service label)

7011 0470 0001 4561 2861

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

[illegible]

C. Date of Delivery

8/30/13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
Fox Valley Dialysis Center
1300 Waterford Drive
Aurora, IL 60504

2. Article Number

(Transfer from service label)

7011 0470 0001 4561 2830

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-29-13

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
Tri-Cities Dialysis Center
306 Randall Road
Geneva, IL 60134

2. Article Number

(Transfer from service label)

7011 0470 0001 4561 2847

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-29-13

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
Yorkville Dialysis Center
1400 N. Beecher Road
Yorkville, IL 60560

2. Article Number

(Transfer from service label)

7011 0470 0001 4561 2823

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-30-13

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

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
Foster McGaw – Loyola Dialysis
1201 W. Roosevelt Road
Maywood, IL 60153

2. Article Number

(Transfer from service label)

7011 0470 0001 4561 2816

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sherrill Dillard*☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Dillard

C. Date of Delivery

8/29/13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
Sun Health Dialysis
2121 W. Oneida St., Suite 103
Joliet, IL 60435

2. Article Number

(Transfer from service label)

7011 0470 0001 4561 2878

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sherrill Dillard*☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Dillard

C. Date of Delivery

8/29/13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
U.S. Renal Care – Oak Brook
1213 Butterfield Road
Downers Grove, IL 60515

2. Article Number

(Transfer from service label)

7012 1010 0002 8450 2045

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sherrill Dillard*☐ Agent☐ Addressee

B. Received by (Printed Name)

SHAKUNTALA

C. Date of Delivery

8/30/13

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes☐ Agent☐ Addressee

C. Date of Delivery

8/29

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Manager
U.S. Renal Care – Villa Park
200 E. North Avenue
Villa Park, IL 60181

2. Article Number

(Transfer from service label)

7012 1010 0002 8450 2052

Safety Net Impact Statement

The discontinuation of the Fresenius Medical Care Naperville Dialysis Center facility will not have any impact on safety net services in the Naperville area. All current patients will be transferred to the Fresenius Medical Care Naperville facility, also in Naperville, for services. 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 Medical Care provides care to all patients regardless of their ability to pay. There are 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 on the following page shows the amount of "self-pay" care and Medicaid services provided for the 3 fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Net Revenue	\$397,467,778	\$353,355,908	\$387,393,758
	2010	2011	2012
Charity * (# of self-pay patients)	146	93	203
Charity (cost in dollars)	\$1,307,966	\$632,154	\$1,536,372
Ratio Charity Care Cost to Net Patient Revenue	.33%	0.18%	.40%
MEDICAID			
	2010	2011	2012
Medicaid (# of patients)	1,828	1,865	1,705
Medicaid (revenue)	\$44,001,539	\$42,367,328	\$36,254,633
Ratio Medicaid to Net Patient Revenue	11.07%	12%	12.99%

2011 & 2012 data accounts for in-center hemodialysis only. 2010 data included some home dialysis patients and we were unable to remove them from the above numbers.

*Patients with Medicaid pending for 2012 were considered under self-pay only. 2010-2011 Medicaid pending were considered Medicaid.

Charity Care Information

The applicant(s) do not provide charity care at any of their facilities per the Board's definition of charity care because self-pay patients are billed and their accounts are written off as bad debt. Fresenius takes Medicaid patients without limitations or exception. The applicant(s) are for profit corporations and do not receive the benefits of not for profit entities, such as sales tax and/or real estate exemptions, or charitable donations. The applicants are not required, by any State or Federal law, including the Illinois Healthcare Facilities Planning Act, to provide charity care. The applicant(s) are prohibited by Federal law from advising patients that they will not be invoiced for care, as this type of representation could be an inducement for patients to seek care prior to qualifying for Medicaid, Medicare or other available benefits. This is why self-pay patients are invoiced and then the accounts written off as bad debt.

The applicants do provide access to care at all of its clinics regardless of payer source or whether a patient is likely to receive treatments for which the applicants are not compensated. Uncompensated care occurs when a patient is not eligible for any type of insurance coverage (whether private or governmental) and receives treatment at our facilities. It is rare in Illinois for patients to have no coverage as patients who are not Medicare eligible are Medicaid eligible. This represents a small number of patients, as Medicare covers all dialysis services as long as an individual is entitled to receive Medicare benefits (i.e. has worked and paid into the social security system as a result) regardless of age. In addition, in Illinois Medicaid covers patients who are undocumented and/or who do not qualify for Medicare, and who otherwise qualify for public assistance. Also, the American Kidney Fund provides low cost insurance coverage for patients who meet the AKF's financial parameters and who suffer from end stage renal disease (see uncompensated care attachment). The applicants work with patients to procure coverage for them as possible whether it be Medicaid, Medicare and/or coverage through the AKF. The applicants donate to the AKF to support its initiatives.

If a patient has no available insurance coverage, they are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants

Nearly all dialysis patients in Illinois will qualify for some type of coverage and Fresenius works aggressively to obtain insurance coverage for each patient.

Uncompensated Care For All Fresenius Facilities in Illinois

CHARITY CARE			
	2010	2011	2012
Net Patient Revenue	\$397,467,778	\$353,355,908	\$387,393,758
Amount of Charity Care (charges)	\$1,307,966	\$632,154	\$1,536,372
Cost of Charity Care	\$1,307,966	\$632,154	\$1,536,372
Ratio Charity Care Cost to Net Patient Revenue	0.33%	0.18%	0.40%



mapquest

Trip to:

516 W 5th Ave

Naperville, IL 60563-2901

2.01 miles / 6 minutes

Notes

TO FRESENIUS MEDICAL CARE NAPERVILLE
NORTH



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

1.1 Mi

1.4 Mi Total



5. Turn **left** onto **W Spring Ave**. [Map](#)

0.3 Mi

1.8 Mi Total



6. Turn **right** onto **N Mill St**. [Map](#)

0.2 Mi

2.0 Mi Total



7. Take the 1st **left** onto **W 5th Ave**. [Map](#)

0.04 Mi

2.0 Mi Total



8. **516 W 5TH AVE** is on the **left**. [Map](#)



516 W 5th Ave, Naperville, IL 60563-2901

Total Travel Estimate: 2.01 miles - about 6 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

2451 S Washington St

Naperville, IL 60565-5419

3.69 miles / 8 minutes

Notes

TO FRESENIUS MEDICAL CARE NAPERBROOK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#)

3.4 Mi

3.7 Mi Total



5. **2451 S WASHINGTON ST** is on the **right**. [Map](#)



2451 S Washington St, Naperville, IL 60565-5419

Total Travel Estimate: 3.69 miles - about 8 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



Trip to:
1300 Waterford Dr
 Aurora, IL 60504-5502
 7.20 miles / 14 minutes

Notes

TO FOX VALLEY DIALYSIS

There is a timed restriction on your route

A 100 Spalding Dr, Naperville, IL 60540-6550

1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**
0.06 Mi Total
2. Turn **left** onto **Brom Dr**. [Map](#) **0.1 Mi**
0.2 Mi Total
3. Turn **right** onto **Osler Dr**. [Map](#) **0.2 Mi**
0.4 Mi Total
4. Turn **left** onto **S West St**. [Map](#) **1.0 Mi**
1.4 Mi Total
5. Turn **left** onto **Rickert Dr**. [Map](#) **0.1 Mi**
1.6 Mi Total
6. Turn **right** onto **75th St**. [Map](#) **3.0 Mi**
4.5 Mi Total
7. Turn **left** onto **Ogden Ave / US-34 W**. [Map](#) **2.4 Mi**
7.0 Mi Total
8. Turn **right** onto **Ridge Ave**. [Map](#) **0.08 Mi**
7.0 Mi Total
9. **Ridge Ave** becomes **Waterford Dr**. [Map](#) **0.2 Mi**
7.2 Mi Total
10. **1300 WATERFORD DR** is on the **right**. [Map](#)

B 1300 Waterford Dr, Aurora, IL 60504-5502

Total Travel Estimate: **7.20 miles - about 14 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

329 Remington Blvd

Bolingbrook, IL 60440-5827

8.96 miles / 18 minutes

Notes

TO FRESNIUS MEDICAL CARE BOLINGBROOK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#) **0.05 Mi**

0.1 Mi Total



3. Take the 1st right onto **Brom Ct**. [Map](#) **0.2 Mi**

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#) **3.7 Mi**

4.0 Mi Total



5. Turn **right** onto **Washington St / Naperville Rd**. Continue to follow **Naperville Rd**. [Map](#) **0.8 Mi**

4.8 Mi Total



6. **Naperville Rd** becomes **N Weber Rd**. [Map](#) **1.0 Mi**

5.8 Mi Total



7. Turn **left** onto **Veterans Pky**. [Map](#) **1.4 Mi**

7.1 Mi Total



8. Turn **left** onto **Remington Blvd**. [Map](#) **1.8 Mi**

9.0 Mi Total



9. **329 REMINGTON BLVD** is on the **right**. [Map](#)



329 Remington Blvd, Bolingbrook, IL 60440-5827

Total Travel Estimate: 8.96 miles - about 18 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

396 Remington Blvd

Bolingbrook, IL 60440-4302

10.38 miles / 18 minutes

Notes

TO US RENAL BOLINGBROOK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#)

1.4 Mi

1.8 Mi Total



5. Turn **left** onto **75th St**. [Map](#)

3.4 Mi

5.2 Mi Total



6. Turn **right** onto **IL-53 S**. [Map](#)

4.4 Mi

9.5 Mi Total



7. Turn **right** onto **Remington Blvd**. [Map](#)

0.9 Mi

10.4 Mi Total



8. **396 REMINGTON BLVD** is on the **right**. [Map](#)



396 Remington Blvd, Bolingbrook, IL 60440-4302

Total Travel Estimate: 10.38 miles - about 18 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

90



Trip to:

450 E Roosevelt Rd
West Chicago, IL 60185-3905
10.78 miles / 20 minutes

Notes

TO FRESINIUS MEDICAL CARE DUPAGE WEST

A 100 Spalding Dr, Naperville, IL 60540-6550

-  1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**
0.06 Mi Total
-  2. Turn **right** onto **Brom Dr**. [Map](#) **0.1 Mi**
0.2 Mi Total
-  3. Turn **left** onto **Martin Ave**. [Map](#) **0.2 Mi**
0.4 Mi Total
-  4. Turn **right** onto **S West St**. [Map](#) **0.4 Mi**
0.8 Mi Total
-  5. Turn **left** onto **Aurora Ave**. [Map](#) **2.5 Mi**
3.2 Mi Total
-   6. Turn **right** onto **IL-59 N**. [Map](#) **6.3 Mi**
9.5 Mi Total
-  7. Turn **left** onto **Joliet St**. [Map](#) **0.9 Mi**
10.4 Mi Total
-   8. Take the 3rd right onto **E Roosevelt Rd / IL-38**. [Map](#) **0.4 Mi**
10.8 Mi Total
-  9. **450 E ROOSEVELT RD** is on the **right**. [Map](#)

B 450 E Roosevelt Rd, West Chicago, IL 60185-3905

Total Travel Estimate: **10.78 miles - about 20 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

91



mapquest

Trip to:

1213 Butterfield Rd

Downers Grove, IL 60515-1032

10.58 miles / 22 minutes

Notes

TO US RENAL OAK BROOK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. **E Chicago Ave** becomes **Maple Ave**. [Map](#)

1.9 Mi

4.9 Mi Total



7. Turn **left** onto **IL-53 / Main St / Lincoln Ave**. Continue to follow **IL-53 N**. [Map](#)

3.6 Mi

8.6 Mi Total



8. Turn **right** onto **Butterfield Rd / IL-56 E**. [Map](#)

1.7 Mi

10.3 Mi Total



9. Turn **right** onto **Downers Dr**. [Map](#)

0.05 Mi

10.4 Mi Total



10. Turn **left** onto **Butterfield Rd**. [Map](#)

0.2 Mi

10.6 Mi Total



11. **1213 BUTTERFIELD RD** is on the **right**. [Map](#)



1213 Butterfield Rd, Downers Grove, IL 60515-1032

Total Travel Estimate: 10.58 miles - about 22 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

92

MapQuest Travel Times

8/27/2013 **APPENDIX - 1**



mapquest

Trip to:

455 Mercy Ln

Aurora, IL 60506-2462

11.32 miles / 23 minutes

Notes

TO FRESENIUS MEDICAL CARE AURORA



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **left** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **right** onto **S West St**. [Map](#)

0.4 Mi

0.8 Mi Total



5. Turn **left** onto **Aurora Ave**. [Map](#)

2.5 Mi

3.2 Mi Total



6. Stay **straight** to go onto **E New York St**. [Map](#)

1.9 Mi

5.2 Mi Total



7. Turn **right** onto **N Eola Rd**. [Map](#)

1.5 Mi

6.7 Mi Total



8. Turn **left** onto **Indian Trail Rd**. [Map](#)

4.4 Mi

11.1 Mi Total



9. Turn **right** onto **Mercy Ln**. [Map](#)

0.2 Mi

11.3 Mi Total



10. **455 MERCY LN** is on the **right**. [Map](#)



455 Mercy Ln, Aurora, IL 60506-2462

Total Travel Estimate: 11.32 miles - about 23 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

93



Trip to:
3825 Highland Ave
 Downers Grove, IL 60515-1554
 12.60 miles / 23 minutes

Notes

TO FRESenius MEDICAL CARE DOWNERS GROVE

100 Spalding Dr, Naperville, IL 60540-6550

1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**
0.06 Mi Total
2. Turn **right** onto **Brom Dr**. [Map](#) **0.1 Mi**
0.2 Mi Total
3. Turn **right** onto **Martin Ave**. [Map](#) **0.2 Mi**
0.4 Mi Total
4. Turn **left** onto **S Washington St**. [Map](#) **0.6 Mi**
1.0 Mi Total
5. Turn **right** onto **E Chicago Ave**. [Map](#) **2.0 Mi**
3.0 Mi Total
6. Turn **left** onto **Naper Blvd**. [Map](#) **1.9 Mi**
4.9 Mi Total
7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#) **0.04 Mi**
5.0 Mi Total
8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#) **6.3 Mi**
11.3 Mi Total
9. Take the **Highland Ave** exit. [Map](#) **0.3 Mi**
11.6 Mi Total
10. Keep **right** to take the ramp toward **Good Samaritan Hospital / Northwestern College / Keller College**. [Map](#) **0.02 Mi**
11.6 Mi Total
11. Merge onto **Highland Ave**. [Map](#) **1.0 Mi**
12.6 Mi Total
12. **3825 HIGHLAND AVE** is on the **left**. [Map](#)

3825 Highland Ave, Downers Grove, IL 60515-1554

Total Travel Estimate: **12.60 miles - about 23 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

94

MapQuest Travel Times

8/22/2013 **APPENDIX - 1**



mapquest

Trip to:

6300 Kingery Hwy

Willowbrook, IL 60527-2248

12.85 miles / 23 minutes

Notes

TO FRESENIUS MEDICAL CARE WILLOWBROOK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#)

1.4 Mi

1.8 Mi Total



5. Turn **left** onto **75th St**. [Map](#)

9.6 Mi

11.3 Mi Total



6. Turn **left** onto **Kingery Hwy / IL-83 N**. Continue to follow **IL-83 N**. [Map](#)

1.5 Mi

12.8 Mi Total



7. Turn **left** onto **63rd St**. [Map](#)

0.01 Mi

12.9 Mi Total



8. **6300 KINGERY HWY**. [Map](#)



6300 Kingery Hwy, Willowbrook, IL 60527-2248

Total Travel Estimate: 12.85 miles - about 23 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

95



mapquest

Trip to:

1940 Springer Dr
Lombard, IL 60148-6419
11.24 miles / 24 minutes

Notes

TO FRESNIUS MEDICAL CARE LOMBARD



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. **E Chicago Ave** becomes **Maple Ave**. [Map](#)

1.9 Mi

4.9 Mi Total



7. Turn **left** onto **IL-53 / Main St / Lincoln Ave**. Continue to follow **IL-53 N**. [Map](#)

3.6 Mi

8.6 Mi Total



8. Turn **right** onto **Butterfield Rd / IL-56 E**. [Map](#)

1.5 Mi

10.1 Mi Total



9. Turn **left** onto **Finley Rd**. [Map](#)

0.9 Mi

11.0 Mi Total



10. Turn **left** onto **Foxworth Blvd**. [Map](#)

0.1 Mi

11.1 Mi Total



11. Turn **right** onto **Springer Dr**. [Map](#)

0.1 Mi

11.2 Mi Total



12. **1940 SPRINGER DR** is on the **left**. [Map](#)



1940 Springer Dr, Lombard, IL 60148-6419

Total Travel Estimate: 11.24 miles - about 24 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

96

MapQuest Travel Times

8/27/2013 **APPENDIX - 1**



mapquest

Trip to:

**Fresenius Medical Care
1859 N Neltnor Blvd**

West Chicago, IL 60185

(866) 434-2597

14.05 miles / 25 minutes

Notes

TO FRESENIUS MEDICAL CARE WEST CHICAGO



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **left** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **right** onto **S West St**. [Map](#)

0.4 Mi

0.8 Mi Total



5. Turn **left** onto **Aurora Ave**. [Map](#)

2.5 Mi

3.2 Mi Total



6. Turn **right** onto **IL-59 N**. [Map](#)

10.8 Mi

14.1 Mi Total



Fresenius Medical Care

1859 N Neltnor Blvd, West Chicago, IL 60185

(866) 434-2597

Total Travel Estimate: 14.05 miles - about 25 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

97

MapQuest Travel Times

8/27/2013 **APPENDIX - 1**

**mapquest**

Trip to:

1051 Station Dr

Oswego, IL 60543-5008

15.62 miles / 26 minutes

Notes

TO FRESENIUS MEDICAL CARE OSWEGO

There is a timed restriction on your route

A 100 Spalding Dr, Naperville, IL 60540-65501. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)**0.06 Mi**

0.06 Mi Total

2. Turn **left** onto **Brom Dr**. [Map](#)**0.1 Mi**

0.2 Mi Total

3. Turn **right** onto **Osler Dr**. [Map](#)**0.2 Mi**

0.4 Mi Total

4. Turn **left** onto **S West St**. [Map](#)**1.0 Mi**

1.4 Mi Total

5. Turn **left** onto **Rickert Dr**. [Map](#)**0.1 Mi**

1.6 Mi Total

6. Turn **right** onto **75th St**. [Map](#)**3.0 Mi**

4.5 Mi Total

7. Turn **left** onto **Ogden Ave / US-34 W**. Continue to follow **US-34 W**. [Map](#)**3.9 Mi**

8.5 Mi Total

8. Turn **slight right** onto **US-30**. [Map](#)**4.8 Mi**

13.3 Mi Total

9. Turn **left** onto **Orchard Rd**. [Map](#)**2.1 Mi**

15.4 Mi Total

10. Turn **right** onto **Mill Rd**. [Map](#)**0.07 Mi**

15.5 Mi Total

11. Take the 1st **right** onto **Station Dr**. [Map](#)**0.1 Mi**

15.6 Mi Total

12. **1051 STATION DR** is on the **right**. [Map](#)**1051 Station Dr, Oswego, IL 60543-5008**Total Travel Estimate: **15.62 miles - about 26 minutes****BOOK TRAVEL** with **mapquest** (877) 577-5766©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

98



Trip to:

133 E Brush Hill Rd

Elmhurst, IL 60126-5658

17.56 miles / 29 minutes

Notes

TO FRESENIUS MEDICAL CARE ELMHURST

100 Spalding Dr, Naperville, IL 60540-6550

- | | | |
|--|--|---------------------------------|
| | 1. Start out going west on Spalding Dr toward Brom Dr . Map | 0.06 Mi
0.06 Mi Total |
| | 2. Turn right onto Brom Dr . Map | 0.1 Mi
0.2 Mi Total |
| | 3. Turn right onto Martin Ave . Map | 0.2 Mi
0.4 Mi Total |
| | 4. Turn left onto S Washington St . Map | 0.6 Mi
1.0 Mi Total |
| | 5. Turn right onto E Chicago Ave . Map | 2.0 Mi
3.0 Mi Total |
| | 6. Turn left onto Naper Blvd . Map | 1.9 Mi
4.9 Mi Total |
| | 7. Naper Blvd becomes Naperville Rd / N Naperville Wheaton Rd . Map | 0.04 Mi
5.0 Mi Total |
| | 8. Merge onto I-88 E / IL-110 E / Ronald Reagan Memorial Tollway toward Chicago (Portions toll). Map | 10.9 Mi
15.9 Mi Total |
| | 9. Take the I-294 S exit toward Indiana . Map | 0.3 Mi
16.2 Mi Total |
| | 10. Take the York Rd exit. Map | 0.2 Mi
16.4 Mi Total |
| | 11. Turn right onto York Rd . Map | 0.8 Mi
17.3 Mi Total |
| | 12. Turn left onto E Brush Hill Rd . Map | 0.3 Mi
17.6 Mi Total |
| | 13. 133 E BRUSH HILL RD . Map | |

133 E Brush Hill Rd, Elmhurst, IL 60126-5658
Total Travel Estimate: **17.56 miles - about 29 minutes**
BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

99



mapquest

Trip to:

[1901-1999] W Fabyan Pkwy

Batavia, IL 60510

18.21 miles / 30 minutes

Notes

TO FRESNIUS MEDICAL CARE WEST BATAVIA



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **left** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **right** onto **S West St**. [Map](#)

0.4 Mi

0.8 Mi Total



5. Turn **left** onto **Aurora Ave**. [Map](#)

2.5 Mi

3.2 Mi Total



6. Turn **right** onto **IL-59 N**. [Map](#)

4.0 Mi

7.3 Mi Total



7. Turn **left** onto **IL-56 / Butterfield Rd**. [Map](#)

4.0 Mi

11.2 Mi Total



8. Turn **right** onto **Kirk Rd**. [Map](#)

3.9 Mi

15.1 Mi Total



9. Turn **left** onto **E Fabyan Pky**. [Map](#)

3.1 Mi

18.2 Mi Total



10. **[1901-1999] W FABYAN PKWY**. [Map](#)



[1901-1999] W Fabyan Pkwy, Batavia, IL 60510

Total Travel Estimate: 18.21 miles - about 30 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

100

MapQuest Travel Times

8/22/2013 **APPENDIX - 1**



mapquest

Trip to:

2320 Michas Dr

Plainfield, IL 60586-5045

15.82 miles / 31 minutes

Notes

TO FRESENIUS MEDICAL CARE PLAINFIELD

There is a timed restriction on your route



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **left** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Osler Dr**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S West St**. [Map](#)

1.0 Mi

1.4 Mi Total



5. Turn **left** onto **Rickert Dr**. [Map](#)

0.2 Mi

1.6 Mi Total



6. Stay **straight** to go onto **Plainfield-Naperville Rd**. [Map](#)

5.7 Mi

7.3 Mi Total



7. Plainfield-Naperville Rd becomes **Naperville Rd**. [Map](#)

3.9 Mi

11.2 Mi Total



8. Turn **left** onto **S Route 59 / US-30 E / IL-59 S**. Continue to follow **IL-59 S**. [Map](#)

3.4 Mi

14.6 Mi Total



9. Turn **right** onto **W Caton Farm Rd**. [Map](#)

1.1 Mi

15.7 Mi Total



10. Turn **left** onto **Michas Dr**. [Map](#)

0.08 Mi

15.8 Mi Total



11. **2320 MICHAS DR** is on the **left**. [Map](#)



2320 Michas Dr, Plainfield, IL 60586-5045

Total Travel Estimate: **15.82 miles - about 31 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

101

MapQuest Travel Times

8/22/2013 APPENDIX - 1



mapquest

Trip to:

2400 Wolf Rd

Westchester, IL 60154-5625

18.44 miles / 31 minutes

Notes

TO FRESENIUS MEDICAL CARE WESTCHESTER



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

10.9 Mi

15.9 Mi Total



9. Take the **I-294 S** exit toward **Indiana**. [Map](#)

0.3 Mi

16.2 Mi Total



10. Take the **York Rd** exit. [Map](#)

0.2 Mi

16.4 Mi Total



11. Turn **left** onto **York Rd**. [Map](#)

0.3 Mi

16.7 Mi Total



12. Turn **left** onto **W 22nd St**. [Map](#)

1.4 Mi

18.2 Mi Total



13. Turn **right** onto **Wolf Rd / S Wolf Rd**. Continue to follow **Wolf Rd**. [Map](#)

0.3 Mi

18.4 Mi Total



14. **2400 WOLF RD** is on the **right**. [Map](#)



2400 Wolf Rd, Westchester, IL 60154-5625

Total Travel Estimate: **18.44 miles - about 31 minutes**

102



mapquest

Trip to:

1890 Silver Cross Blvd

New Lenox, IL 60451-9508

22.05 miles / 31 minutes

Notes

TO DAVITA SILVER CROSS HOSPITAL



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi



4. Turn **right** onto **S Washington St**. [Map](#)

1.4 Mi



5. Turn **left** onto **75th St**. [Map](#)

4.8 Mi



6. Merge onto **I-355 S / Veterans Memorial Tollway** toward **Joliet** (Portions toll). [Map](#)

14.2 Mi



7. Take the **US-6 / SouthWest Hwy** exit. [Map](#)

0.4 Mi



8. Merge onto **Maple Rd / W Maple Rd / SouthWest Hwy / US-6 W** toward **Joliet**. [Map](#)

0.3 Mi



9. Turn **left** onto **Silver Cross Blvd**. [Map](#)

0.4 Mi



10. Make a **U-turn** onto **Silver Cross Blvd**. [Map](#)

0.2 Mi



11. **1890 SILVER CROSS BLVD** is on the **right**. [Map](#)



1890 Silver Cross Blvd, New Lenox, IL 60451-9508

Total Travel Estimate: **22.05 miles - about 31 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

1051 Essington Rd

Joliet, IL 60435-2801

18.16 miles / 32 minutes

Notes

TO DAVITA SILVER CROSS WEST



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi



4. Turn **right** onto **S Washington St**. [Map](#)

3.7 Mi



5. Turn **right** onto **Washington St / Naperville Rd**. Continue to follow **Naperville Rd**. [Map](#)

0.8 Mi



6. **Naperville Rd** becomes **N Weber Rd**. [Map](#)

3.6 Mi



7. Merge onto **I-55 S** toward **Bloomington**. [Map](#)

5.8 Mi



8. Take the **US-30** exit, **EXIT 257**, toward **Aurora / Joliet**. [Map](#)

0.3 Mi



9. Turn **left** onto **US-30 E**. [Map](#)

1.0 Mi



10. Turn **right** onto **Hennepin Dr**. [Map](#)

0.4 Mi



11. Turn **left** onto **Essington Rd**. [Map](#)

2.2 Mi



12. **1051 ESSINGTON RD** is on the **right**. [Map](#)



1051 Essington Rd, Joliet, IL 60435-2801

Total Travel Estimate: **18.16 miles - about 32 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

306 Randall Rd

Geneva, IL 60134-4200

19.77 miles / 33 minutes

Notes

TO TRI-CITIES DIALYSIS



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **left** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **right** onto **S West St**. [Map](#)

0.4 Mi

0.8 Mi Total



5. Turn **left** onto **Aurora Ave**. [Map](#)

2.5 Mi

3.2 Mi Total



6. Turn **right** onto **IL-59 N**. [Map](#)

4.0 Mi

7.3 Mi Total



7. Turn **left** onto **IL-56 / Butterfield Rd**. [Map](#)

4.0 Mi

11.2 Mi Total



8. Turn **right** onto **Kirk Rd**. [Map](#)

3.9 Mi

15.1 Mi Total



9. Turn **left** onto **E Fabyan Pky**. [Map](#)

3.2 Mi

18.3 Mi Total



10. Turn **right** onto **Randall Rd**. [Map](#)

1.5 Mi

19.8 Mi Total



11. **306 RANDALL RD** is on the **left**. [Map](#)



306 Randall Rd, Geneva, IL 60134-4200

Total Travel Estimate: 19.77 miles - about 33 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

105

MapQuest Travel Times

8/22/2013 **APPENDIX - 1**



mapquest

Trip to:

11416 Us Highway 34

Yorkville, IL 60560

19.22 miles / 34 minutes

Notes

TO YORKVILLE DIALYSIS

There is a timed restriction on your route



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **left** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Osler Dr**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S West St**. [Map](#)

1.0 Mi

1.4 Mi Total



5. Turn **left** onto **Rickert Dr**. [Map](#)

0.1 Mi

1.6 Mi Total



6. Turn **right** onto **75th St**. [Map](#)

3.0 Mi

4.5 Mi Total



7. Turn **left** onto **Ogden Ave / US-34 W**. Continue to follow **US-34 W**. [Map](#)

7.3 Mi

11.9 Mi Total



8. Turn **right** onto **Chicago Rd / US-34**. Continue to follow **US-34**. [Map](#)

0.7 Mi

12.6 Mi Total



9. Turn **right** onto **W Washington St / US-34**. Continue to follow **US-34**. [Map](#)

0.3 Mi

12.9 Mi Total



10. Turn **left** to stay on **US-34**. [Map](#)

6.3 Mi

19.2 Mi Total



11. **11416 US HIGHWAY 34**. [Map](#)



11416 Us Highway 34, Yorkville, IL 60560

Total Travel Estimate: **19.22 miles - about 34 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

106

MapQuest Travel Times

8/20/2013 APPENDIX - 1



mapquest

Trip to:

200 E North Ave

Villa Park, IL 60181-1221

19.53 miles / 34 minutes

Notes

TO US RENAL VILLA PARK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

8.8 Mi

13.8 Mi Total



9. Take the **Midwest Rd** exit. [Map](#)

0.2 Mi

14.0 Mi Total



10. Keep **right** at the fork to go on **Midwest Rd**. [Map](#)

0.2 Mi

14.2 Mi Total



11. Take the 1st **right** onto **22nd St / W 22nd St**. Continue to follow **22nd St**. [Map](#)

0.8 Mi

15.0 Mi Total



12. Turn **left** onto **IL-83 N**. [Map](#)

4.1 Mi

19.1 Mi Total



13. Turn **left** onto **W North Ave / IL-64 W**. [Map](#)

0.4 Mi

19.5 Mi Total



14. **200 E NORTH AVE** is on the **right**. [Map](#)



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

Total Travel Estimate: **19.53 miles - about 34 minutes**

107

MapQuest Travel Times



mapquest

Trip to:

130 E Army Trail Rd

Glendale Heights, IL 60139-1647

21.09 miles / 34 minutes

Notes

TO FRESNIUS MEDICAL CARE GLENDALE HEIGHTS



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

4.6 Mi

9.6 Mi Total



9. Merge onto **I-355 N / Veterans Memorial Tollway** toward **Northwest Suburbs** (Portions toll). [Map](#)

8.6 Mi

18.1 Mi Total



10. Take the **Army Trail Rd** exit. [Map](#)

0.4 Mi

18.5 Mi Total



11. Turn **left** onto **Army Trail Rd**. [Map](#)

2.6 Mi

21.1 Mi Total



12. **130 E ARMY TRAIL RD** is on the **right**. [Map](#)



130 E Army Trail Rd, Glendale Heights, IL 60139-1647

Total Travel Estimate: **21.09 miles - about 34 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

108



mapquest

Trip to:

1201 W Roosevelt Rd

Maywood, IL 60153-4046

21.61 miles / 34 minutes

Notes

TO LOYOLA HOSPITAL DIALYSIS



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going west on Spalding Dr toward Brom Dr. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn right onto Brom Dr. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn right onto Martin Ave. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn left onto S Washington St. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn right onto E Chicago Ave. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn left onto Naper Blvd. [Map](#)

1.9 Mi

4.9 Mi Total



7. Naper Blvd becomes Naperville Rd / N Naperville Wheaton Rd. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto I-88 E / IL-110 E / Ronald Reagan Memorial Tollway toward Chicago (Portions toll). [Map](#)

7.2 Mi

12.2 Mi Total



9. Keep right at the fork to go on IL-110 E (Portions toll). [Map](#)

5.6 Mi

17.8 Mi Total



10. Keep left to take I-290 E / IL-110 E / Eisenhower Expy E. [Map](#)

2.9 Mi

20.7 Mi Total



11. Take the 17th Ave exit, EXIT 19A. [Map](#)

0.2 Mi

20.8 Mi Total



12. Stay straight to go onto Bataan Dr. [Map](#)

0.03 Mi

20.8 Mi Total



13. Take the 1st right onto S 17th Ave. [Map](#)

0.5 Mi

21.3 Mi Total



14. Turn left onto W Roosevelt Rd. [Map](#)

0.3 Mi

21.6 Mi Total



15. 1201 W ROOSEVELT RD is on the left. [Map](#)



1201 W Roosevelt Rd, Maywood, IL 60153-4046

109

Total Travel Estimate: **21.61 miles - about 34 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

110



mapquest

Trip to:

13155 S la Grange Rd

Orland Park, IL 60462-1162

22.08 miles / 35 minutes

Notes

TO DAVITA PALOS PARK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi



4. Turn **right** onto **S Washington St**. [Map](#)

1.4 Mi



5. Turn **left** onto **75th St**. [Map](#)

9.5 Mi



6. Turn **right** onto **Kingery Hwy / IL-83 S**. Continue to follow **IL-83 S**. [Map](#)

4.7 Mi



7. Turn **left** onto **IL-83 / 111th St**. Continue to follow **IL-83**. [Map](#)

3.8 Mi



8. Merge onto **S La Grange Rd / 96th Ave / US-45 S**. [Map](#)

2.2 Mi



9. **13155 S LA GRANGE RD** is on the **left**. [Map](#)



13155 S la Grange Rd, Orland Park, IL 60462-1162

Total Travel Estimate: **22.08 miles - about 35 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



Trip to:
2121 Oneida St
 Joliet, IL 60435-6544
 22.38 miles / 35 minutes

Notes

TO SUN HEALTH DIALYSIS



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#)

3.7 Mi

4.0 Mi Total



5. Turn **right** onto **Washington St / Naperville Rd**. Continue to follow **Naperville Rd**. [Map](#)

0.8 Mi

4.8 Mi Total



6. **Naperville Rd** becomes **N Weber Rd**. [Map](#)

3.6 Mi

8.4 Mi Total



7. Merge onto **I-55 S** toward **Bloomington**. [Map](#)

10.5 Mi

18.9 Mi Total



8. Take the **US-52** exit, **EXIT 253**, toward **Shorewood / Joliet**. [Map](#)

0.2 Mi

19.1 Mi Total



9. Turn **left** onto **W Jefferson St / US-52**. [Map](#)

3.0 Mi

22.2 Mi Total



10. Turn **left** onto **N Hammes Ave**. [Map](#)

0.2 Mi

22.3 Mi Total



11. Take the 1st **left** onto **W Oneida St**. [Map](#)

0.03 Mi

22.4 Mi Total



12. **2121 ONEIDA ST** is on the **right**. [Map](#)



2121 Oneida St, Joliet, IL 60435-6544

Total Travel Estimate: **22.38 miles - about 35 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

112

MapQuest Travel Times

8/22/2013 **APPENDIX - 1**



mapquest

Trip to:

901 Biesterfield Rd

Elk Grove Village, IL 60007-3392

23.88 miles / 36 minutes

Notes

TO FRESenius MEDICAL CARE ELK GROVE



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

4.6 Mi

9.6 Mi Total



9. Merge onto **I-355 N** toward **Northwest Suburbs** (Portions toll). [Map](#)

10.7 Mi

20.3 Mi Total



10. Keep **left** to take **I-290 W** toward **I-290 W / Rockford**. [Map](#)

2.9 Mi

23.3 Mi Total



11. Take the **Biesterfield Rd** exit, **EXIT 4**, toward **IL-53 S**. [Map](#)

0.4 Mi

23.6 Mi Total



12. Turn **right** onto **Biesterfield Rd**. [Map](#)

0.2 Mi

23.9 Mi Total



13. **901 BIESTERFIELD RD** is on the **right**. [Map](#)



901 Biesterfield Rd, Elk Grove Village, IL 60007-3392

Total Travel Estimate: 23.88 miles - about 36 minutes

113

MapQuest Travel Times

APPENDIX - 1

8/22/2013



mapquest

Trip to:

610 S Maple Ave
Oak Park, IL 60304-1091
23.75 miles / 37 minutes

Notes

TO MAPLE AVENUE KIDNEY CENTER



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**
0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#) **0.1 Mi**
0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#) **0.2 Mi**
0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#) **0.6 Mi**
1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#) **2.0 Mi**
3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#) **1.9 Mi**
4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#) **0.04 Mi**
5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#) **7.2 Mi**
12.2 Mi Total



9. Keep **right** at the fork to go on **IL-110 E** (Portions toll). [Map](#) **5.6 Mi**
17.8 Mi Total



10. Keep **left** to take **I-290 E / IL-110 E / Eisenhower Expy E**. [Map](#) **5.4 Mi**
23.2 Mi Total



11. Take the **IL-43 / Harlem Ave** exit, **EXIT 21B**, on the **left**. [Map](#) **0.2 Mi**
23.4 Mi Total



12. Turn **left** onto **IL-43 / Harlem Ave / S Harlem Ave**. [Map](#) **0.3 Mi**
23.7 Mi Total



13. Turn **right** onto **Monroe St**. [Map](#) **0.05 Mi**
23.7 Mi Total



14. Turn **right** onto **S Maple Ave**. [Map](#) **0.01 Mi**
23.8 Mi Total



15. **610 S MAPLE AVE** is on the **left**. [Map](#)



610 S Maple Ave, Oak Park, IL 60304-1091

114

Total Travel Estimate: **23.75 miles - about 37 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

115



Trip to:
721 E Jackson St
 Joliet, IL 60432-2560
 25.84 miles / 37 minutes

Notes

TO FRESENIUS MEDICAL CARE JOLIET



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#) **0.06 Mi**
 0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#) **0.05 Mi**
 0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#) **0.2 Mi**
 0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#) **1.4 Mi**
 1.8 Mi Total



5. Turn **left** onto **75th St**. [Map](#) **4.8 Mi**
 6.6 Mi Total



6. Merge onto **I-355 S / Veterans Memorial Tollway** toward **Joliet** (Portions toll). [Map](#) **14.2 Mi**
 20.8 Mi Total



7. Take the **US-6 / SouthWest Hwy** exit. [Map](#) **0.4 Mi**
 21.2 Mi Total



8. Merge onto **US-6 W** toward **Joliet**. [Map](#) **4.6 Mi**
 25.8 Mi Total



9. **721 E JACKSON ST** is on the **right**. [Map](#)



721 E Jackson St, Joliet, IL 60432-2560

Total Travel Estimate: **25.84 miles - about 37 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

116

**mapquest**

Trip to:

103 Forest Ave

River Forest, IL 60305-2003

23.42 miles / 38 minutes

Notes

TO FRESNIUS MEDICAL CARE RIVER FOREST

**100 Spalding Dr, Naperville, IL 60540-6550**1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)**0.06 Mi**

0.06 Mi Total

2. Turn **right** onto **Brom Dr**. [Map](#)**0.1 Mi**

0.2 Mi Total

3. Turn **right** onto **Martin Ave**. [Map](#)**0.2 Mi**

0.4 Mi Total

4. Turn **left** onto **S Washington St**. [Map](#)**0.6 Mi**

1.0 Mi Total

5. Turn **right** onto **E Chicago Ave**. [Map](#)**2.0 Mi**

3.0 Mi Total

6. Turn **left** onto **Naper Blvd**. [Map](#)**1.9 Mi**

4.9 Mi Total

7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)**0.04 Mi**

5.0 Mi Total

8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)**7.2 Mi**

12.2 Mi Total

9. Keep **right** at the fork to go on **IL-110 E** (Portions toll). [Map](#)**5.6 Mi**

17.8 Mi Total

10. Keep **left** to take **I-290 E / IL-110 E / Eisenhower Expy E**. [Map](#)**3.9 Mi**

21.6 Mi Total

11. Take **EXIT 20** toward **IL-171 / 1st Ave**. [Map](#)**0.2 Mi**

21.8 Mi Total

12. Stay **straight** to go onto **Bataan Dr**. [Map](#)**0.06 Mi**

21.9 Mi Total

13. Take the **1st left** onto **IL-171 / S 1st Ave**. [Map](#)**0.8 Mi**

22.7 Mi Total

14. Turn **right** onto **Washington Blvd**. [Map](#)**0.7 Mi**

23.3 Mi Total

15. Turn **right** onto **Forest Ave**. [Map](#)**0.10 Mi**

23.4 Mi Total

16. **103 FOREST AVE** is on the **left**. [Map](#)

117



103 Forest Ave, River Forest, IL 60305-2003

Total Travel Estimate: **23.42 miles - about 38 minutes**

BOOK TRAVEL with **mapquest** **(877) 577-5766**

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

[500-599] S Austin Blvd

Oak Park, IL 60304

25.09 miles / 38 minutes

Notes

TO FRESENIUS MEDICAL CARE WEST SUB



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

7.2 Mi

12.2 Mi Total



9. Keep **right** at the fork to go on **IL-110 E** (Portions toll). [Map](#)

5.6 Mi

17.8 Mi Total



10. Keep **left** to take **I-290 E / IL-110 E / Eisenhower Expy E**. [Map](#)

6.9 Mi

24.7 Mi Total



11. Take the **Austin Blvd** exit, **EXIT 23A**, on the **left**. [Map](#)

0.3 Mi

24.9 Mi Total



12. Turn **left** onto **S Austin Blvd**. [Map](#)

0.1 Mi

25.1 Mi Total



13. **[500-599] S AUSTIN BLVD**. [Map](#)



[500-599] S Austin Blvd, Oak Park, IL 60304

Total Travel Estimate: **25.09 miles - about 38 minutes**

119



mapquest

Trip to:

1111 Superior St

Melrose Park, IL 60160-4138

23.10 miles / 39 minutes

Notes

TO FRESENIUS MEDICAL CARE MELROSE PARK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.1 Mi

0.2 Mi Total



3. Turn **right** onto **Martin Ave**. [Map](#)

0.2 Mi

0.4 Mi Total



4. Turn **left** onto **S Washington St**. [Map](#)

0.6 Mi

1.0 Mi Total



5. Turn **right** onto **E Chicago Ave**. [Map](#)

2.0 Mi

3.0 Mi Total



6. Turn **left** onto **Naper Blvd**. [Map](#)

1.9 Mi

4.9 Mi Total



7. **Naper Blvd** becomes **Naperville Rd / N Naperville Wheaton Rd**. [Map](#)

0.04 Mi

5.0 Mi Total



8. Merge onto **I-88 E / IL-110 E / Ronald Reagan Memorial Tollway** toward **Chicago** (Portions toll). [Map](#)

7.2 Mi

12.2 Mi Total



9. Keep **right** at the fork to go on **IL-110 E** (Portions toll). [Map](#)

5.6 Mi

17.8 Mi Total



10. Keep **left** to take **I-290 E / IL-110 E / Eisenhower Expy E**. [Map](#)

2.6 Mi

20.3 Mi Total



11. Take the **North 25th Ave** exit, **EXIT 18B**. [Map](#)

0.2 Mi

20.5 Mi Total



12. Turn **slight right** onto **25th Ave**. [Map](#)

1.7 Mi

22.2 Mi Total



13. Turn **right** onto **W Lake St**. [Map](#)

0.7 Mi

22.9 Mi Total



14. Turn **slight left** onto **Superior St**. [Map](#)

0.2 Mi

23.1 Mi Total



15. **1111 SUPERIOR ST** is on the **right**. [Map](#)



1111 Superior St, Melrose Park, IL 60160-4138

120

Total Travel Estimate: **23.10 miles - about 39 minutes**

BOOK TRAVEL with mapquest® (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

121

**mapquest**

Trip to:

733 Madison St

Oak Park, IL 60302-4419

24.63 miles / 39 minutes

Notes

TO FRESINIUS MEDICAL CARE OAK PARK

**100 Spalding Dr, Naperville, IL 60540-6550**1. Start out going west on Spalding Dr toward Brom Dr. [Map](#)**0.06 Mi**

0.06 Mi Total

2. Turn right onto Brom Dr. [Map](#)**0.1 Mi**

0.2 Mi Total

3. Turn right onto Martin Ave. [Map](#)**0.2 Mi**

0.4 Mi Total

4. Turn left onto S Washington St. [Map](#)**0.6 Mi**

1.0 Mi Total

5. Turn right onto E Chicago Ave. [Map](#)**2.0 Mi**

3.0 Mi Total

6. Turn left onto Naper Blvd. [Map](#)**1.9 Mi**

4.9 Mi Total

7. Naper Blvd becomes Naperville Rd / N Naperville Wheaton Rd. [Map](#)**0.04 Mi**

5.0 Mi Total

8. Merge onto I-88 E / IL-110 E / Ronald Reagan Memorial Tollway toward Chicago (Portions toll). [Map](#)**7.2 Mi**

12.2 Mi Total

9. Keep right at the fork to go on IL-110 E (Portions toll). [Map](#)**5.6 Mi**

17.8 Mi Total

10. Keep left to take I-290 E / IL-110 E / Eisenhower Expy E. [Map](#)**5.4 Mi**

23.2 Mi Total

11. Take the IL-43 / Harlem Ave exit, EXIT 21B, on the left. [Map](#)**0.2 Mi**

23.4 Mi Total

12. Turn left onto IL-43 / Harlem Ave / S Harlem Ave. [Map](#)**0.5 Mi**

23.9 Mi Total

13. Turn right onto Washington Blvd. [Map](#)**0.5 Mi**

24.5 Mi Total

14. Turn right onto S Oak Park Ave. [Map](#)**0.1 Mi**

24.6 Mi Total

15. Take the 1st left onto Madison St. [Map](#)**0.05 Mi**

24.6 Mi Total

16. 733 MADISON ST is on the right. [Map](#)

122



733 Madison St, Oak Park, IL 60302-4419

Total Travel Estimate: **24.63 miles - about 39 minutes**

BOOK TRAVEL with **mapquest**® (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

123



mapquest

Trip to:

9160 W 159th St

Orland Park, IL 60462-5648

26.22 miles / 39 minutes

Notes

TO FRESENIUS MEDICAL CARE ORLAND PARK



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going west on Spalding Dr toward Brom Dr. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn right onto Brom Dr. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st right onto Brom Ct. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn right onto S Washington St. [Map](#)

1.4 Mi

1.8 Mi Total



5. Turn left onto 75th St. [Map](#)

4.8 Mi

6.6 Mi Total



6. Merge onto I-355 S / Veterans Memorial Tollway toward Joliet (Portions toll). [Map](#)

10.4 Mi

17.0 Mi Total



7. Take the IL-7 / 159th Street exit. [Map](#)

0.4 Mi

17.4 Mi Total



8. Keep left to take the ramp toward Orland Park / Homer Glen. [Map](#)

0.02 Mi

17.4 Mi Total



9. Turn left onto W 159th St / IL-7 E. Continue to follow W 159th St. [Map](#)

8.8 Mi

26.2 Mi Total



10. 9160 W 159TH ST is on the left. [Map](#)



9160 W 159th St, Orland Park, IL 60462-5648

Total Travel Estimate: 26.22 miles - about 39 minutes

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

124



mapquest

Trip to:

8910 W 192nd St

Mokena, IL 60448-8110

29.89 miles / 39 minutes

Notes

TO FRESENIUS MEDICAL CARE MOKENA



100 Spalding Dr, Naperville, IL 60540-6550



1. Start out going **west** on **Spalding Dr** toward **Brom Dr**. [Map](#)

0.06 Mi

0.06 Mi Total



2. Turn **right** onto **Brom Dr**. [Map](#)

0.05 Mi

0.1 Mi Total



3. Take the 1st **right** onto **Brom Ct**. [Map](#)

0.2 Mi

0.3 Mi Total



4. Turn **right** onto **S Washington St**. [Map](#)

1.4 Mi

1.8 Mi Total



5. Turn **left** onto **75th St**. [Map](#)

4.8 Mi

6.6 Mi Total



6. Merge onto **I-355 S / Veterans Memorial Tollway** toward **Joliet** (Portions toll). [Map](#)

15.4 Mi

22.0 Mi Total



7. Merge onto **I-80 E** via the exit on the **left** toward **Indiana**. [Map](#)

6.0 Mi

28.0 Mi Total



8. Merge onto **US-45 S / La Grange Rd** via **EXIT 145**. [Map](#)

1.0 Mi

29.0 Mi Total



9. Turn **left** onto **191st St**. [Map](#)

0.6 Mi

29.6 Mi Total



10. Take the 2nd **right** onto **Darvin Dr**. [Map](#)

0.2 Mi

29.8 Mi Total



11. **Darvin Dr** becomes **W 192nd St**. [Map](#)

0.1 Mi

29.9 Mi Total



12. **8910 W 192ND ST** is on the **left**. [Map](#)



8910 W 192nd St, Mokena, IL 60448-8110

Total Travel Estimate: **29.89 miles - about 39 minutes**

BOOK TRAVEL with **mapquest** (877) 577-5766

©2013 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

125