



DIALYSIS CARE CENTER, LLC  
15786 S. Bell Road  
Homer Glen, IL 60491  
PH: 708-645-1000  
FAX: 931-484-4701

December 7, 2017

VIA Federal Express

Courtney Avery, Administrator  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2nd floor  
Springfield, Illinois, 62761  
Attn: Michael Constantino

Re: Dialysis Care Center Hazel Crest

Dear Ms. Avery,

I am submitting the enclosed application for consideration by the Illinois Health Facilities and Services Review Board. Please find the following:

1. An original and 1 copy of an application for permit to establish Dialysis Care Center Hazel Crest, LLC, for an in-center hemodialysis facility to be located at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429.
2. A filing fee of \$2,500.00 payable to Illinois Department of Health.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions regarding the proposed project to establish an in-center hemodialysis facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Asim M. Shazzad", is written over a horizontal line.

Asim M. Shazzad  
Chief Operating Officer

**RECEIVED**

DEC 11 2017

HEALTH FACILITIES &  
SERVICES REVIEW BOARD

17-071

ORIGINAL

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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION DEC 11 2017  
This Section must be completed for all projects.

Facility/Project Identification

HEALTH FACILITIES &  
SERVICES REVIEW BOARD

Facility Name: Dialysis Care Center Hazel Crest
Street Address: 18325 Pulaski Ave Unit A-B
City and Zip Code: Hazel Crest, IL, 60429-2481
County: Cook County Health Service Area: 7 Health Planning Area: 7

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

Exact Legal Name: Dialysis Care Center Hazel Crest, LLC
Street Address: 15786 S. Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL, 60601
Name of Chief Executive Officer: Morufu O. Alausa M.D.
CEO Street Address: 15786 S. Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number: (708) 645-1000

Type of Ownership of Applicants

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

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

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Asim Shazzad
Title: Administrator
Company Name: Dialysis Care Center
Address: 15786 S. Bell Rd, Homer Glen, IL, 60491
Telephone Number: (630) 965-9007
E-mail Address: shazzad@kidneycares.com
Fax Number: (708) 645-1001

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

Name: Morufu Alausa M. D
Title: CEO
Company Name: Dialysis Care Center
Address: 15786 S. Bell Rd, Homer Glen, IL, 60491
Telephone Number: (708) 645-1000
E-mail Address: talausa@kidneycares.com
Fax Number: (708) 645-1001

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

**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

**This Section must be completed for all projects.**

**Facility/Project Identification**

Facility Name: Dialysis Care Center Hazel Crest		
Street Address: 18325 Pulaski Ave Unit A-B		
City and Zip Code: Hazel Crest, IL, 60429-2481		
County: Cook County	Health Service Area: 7	Health Planning Area: 7

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

Exact Legal Name: Dialysis Care Center Holdings, LLC
Street Address: 15786 S. Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL, 60601
Name of Chief Executive Officer: Morufu O. Alausa M.D.
CEO Street Address: 15786 S. Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number: (708) 645-1000

**Type of Ownership of Applicants**

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

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

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

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: Asim Shazzad
Title: Administrator
Company Name: Dialysis Care Center
Address: 15786 S. Bell Rd, Homer Glen, IL, 60491
Telephone Number: (630) 965-9007
E-mail Address: shazzad@kidneycares.com
Fax Number: (708) 645-1001

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

Name: Morufu Alausa M. D
Title: CEO
Company Name: Dialysis Care Center
Address: 15786 S. Bell Rd, Homer Glen, IL, 60491
Telephone Number: (708) 645-1000
E-mail Address: talaus@kidneycares.com
Fax Number: (708) 645-1001

**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: Asim Shazzad
Title: Administrator
Company Name: Dialysis Care Center
Address: 15786 S. Bell Rd, Homer Glen, IL, 60491
Telephone Number: (630) 965-9007
E-mail Address: shazzad@kidneycares.com
Fax Number: (708) 645-1001

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Hazel Property Group, LLC
Address of Site Owner: C/O General Counsel, National Shopping Plazas, Inc. 200 W. Madison Street, Suite 4200, Chicago, IL, 60606-3402
Street Address or Legal Description of the Site: 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429-2481
Legal Description: <u>See Attachment 2.</u>
APPEND DOCUMENTATION AS <u>ATTACHMENT 2</u> , 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: Dialysis Care Center Hazel Crest, LLC
Address: 15786 S. Bell Rd, Homer Glen, IL 60491
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> <li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>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.</li> <li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>
APPEND DOCUMENTATION AS <u>ATTACHMENT 3</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Organizational Relationships**

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 4</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.
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### Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

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

### Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

### DESCRIPTION OF PROJECT

#### 1. Project Classification

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

Part 1110 Classification:

- Substantive
- Non-substantive

## 2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Dialysis Care Center Hazel Crest, LLC. ("Applicant") proposes to establish a 12-station in-center hemodialysis (ESRD) facility to be located at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429, which is in Health Service Area 7.

The proposed facility is to be in a leased space which will include a total of approximately 3,900 contiguous rentable square feet.

The project has been classified as a substantive project since it constitutes the establishment of service as defined by Administrative Code.

### Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts	\$487,500		\$487,500
Modernization Contracts			
Contingencies	\$60,000		\$60,000
Architectural/Engineering Fees	\$45,000		\$45,000
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)	\$420,000		\$420,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$426,335		\$426,335
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>	<b>\$1,438,835</b>		<b>\$1,438,835</b>
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$1,012,500		\$1,012,500
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$426,335		\$426,335
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$1,438,835</b>		<b>\$1,438,835</b>
<b>NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**Related Project Costs**

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

Land acquisition is related to project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the dollar amount of all <b>non-capitalized</b> 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>2,500.00</u>

**Project Status and Completion Schedules**

<b>For facilities in which prior permits have been issued please provide the permit numbers.</b>
Indicate the stage of the project's architectural drawings: <input type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Schematics <input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): <u>February, 29,2020</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies <input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance.
<b>APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**State Agency Submittals [Section 1130.620(c)]**

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

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the 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
<b>REVIEWABLE</b>							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
<b>NON REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>							

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

**Facility Bed Capacity and Utilization**

**Section Not Applicable**

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

<b>FACILITY NAME:</b>		<b>CITY:</b>			
<b>REPORTING PERIOD DATES:</b>					
		<b>From:</b>		<b>to:</b>	
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
<b>TOTALS:</b>					

**CERTIFICATION**

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

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

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



SIGNATURE

Morufu D Alausa MD

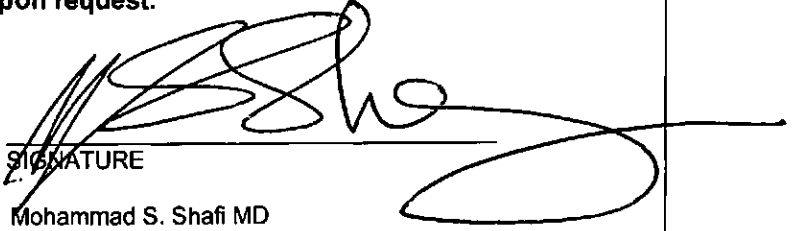
PRINTED NAME

CEO /President

PRINTED TITLE

Notarization:

Subscribed and sworn to before me this 7<sup>th</sup> day of Dec 2017



SIGNATURE

Mohammad S. Shafi MD

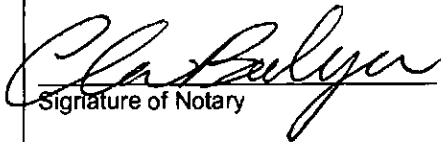
PRINTED NAME

Vice President

PRINTED TITLE

Notarization:


Subscribed and sworn to before me this 7<sup>th</sup> day of Dec 2017



Signature of Notary

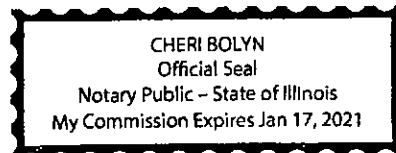
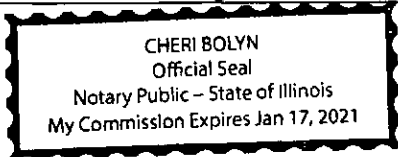
Seal

\*Insert the EXACT legal name of the applicant



Signature of Notary

Seal



**CERTIFICATION**

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

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

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



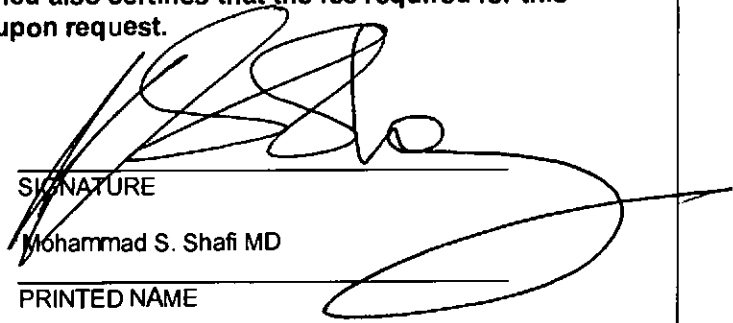
SIGNATURE

Morufu O Alausa MD

PRINTED NAME

CEO /President

PRINTED TITLE



SIGNATURE

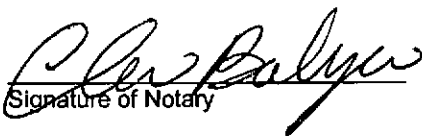
Mohammad S. Shafi MD

PRINTED NAME

Vice President

PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017

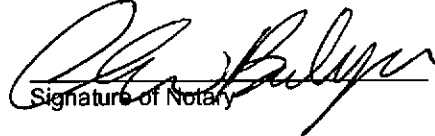


Signature of Notary

Seal

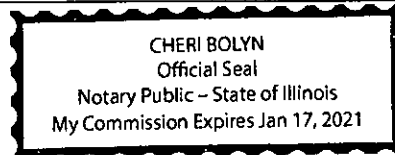
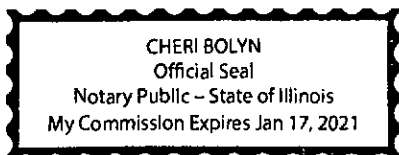
\*Insert the EXACT legal name of the applicant

Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017



Signature of Notary

Seal



## SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility maintained by a State agency.

**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 (State-Owned Facilities and Relocation of ESRD's)

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 90 days following the date of discontinuation.

#### REASONS FOR DISCONTINUATION

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

#### IMPACT ON ACCESS

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.

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

### SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

#### Background

READ THE REVIEW CRITERION and provide the following required information:

##### BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

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

##### PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

**NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.**

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

**ALTERNATIVES**

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

Alternative options **must** include:

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

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

**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**

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

READ THE REVIEW CRITERION and provide the following information:

**SIZE OF PROJECT:**

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
  - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
  - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
  - c. The project involves the conversion of existing space that results in excess square footage.
  - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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

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

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

**PROJECT SERVICES UTILIZATION:**

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

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

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

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



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

**UNFINISHED OR SHELL SPACE:**

Provide the following information:

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

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

**ASSURANCES:**

Submit the following:

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

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

**SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

**F. Criterion 1110.1430 - In-Center Hemodialysis**

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

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	<b>0</b>	<b>12</b>

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

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

**APPEND DOCUMENTATION AS ATTACHMENT 24 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM**

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 - "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.1430(j) - Relocation of an in-center hemodialysis facility.

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

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

**VII. 1120.120 - AVAILABILITY OF FUNDS**

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

\$1,012,500	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$426,335 (FMV OF LEASE)	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital

<p>_____</p> <p>_____</p> <p>_____</p>	<p>improvements to the property and provision of capital equipment;</p> <p>5) For any option to lease, a copy of the option, including all terms and conditions.</p> <p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;</p> <p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p> <p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
<p><b>\$1,438,835</b></p>	<p><b>TOTAL FUNDS AVAILABLE</b></p>

**APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**SECTION VIII. 1120.130 - FINANCIAL VIABILITY**

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

**Financial Viability Waiver**

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

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

See Section 1120.130 Financial Waiver for information to be provided

**APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

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

	Historical 3 Years			Projected
<b>Enter Historical and/or Projected Years:</b>				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

**Variance**

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

**APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERIC ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

## **SECTION IX. 1120.140 - ECONOMIC FEASIBILITY**

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

### **A. Reasonableness of Financing Arrangements**

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

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

### **B. Conditions of Debt Financing**

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

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

### **C. Reasonableness of Project and Related Costs**

Read the criterion and provide the following:

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

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

\* Include the percentage (%) of space for circulation

**D. Projected Operating Costs**

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

**E. Total Effect of the Project on Capital Costs**

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

**APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**SECTION X. SAFETY NET IMPACT STATEMENT**

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

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 38.

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

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



**SECTION XI. CHARITY CARE INFORMATION**

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

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

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

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

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

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

**Section 1, Identification, General Information, and certification**

**Certificates of Good standing for Dialysis Care Center Hazel Crest, LLC.  
Dialysis Care Center Hazel Crest will be the operating entity.**

**Attachment 1**

**Applicant Identification**

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

Exact Legal Name: Dialysis Care Center Hazel Crest, LLC
Street Address: 15786 S. Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL, 60601
Name of Chief Executive Officer: Morufu O. Alausa M.D.
CEO Street Address: 15786 S. Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number:(708) 645-1000

**Type of Ownership of Applicants**

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

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



**To all to whom these Presents Shall Come, Greeting:**

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

DIALYSIS CARE CENTER HAZEL CREST LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 06, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1734DC3396 verifiable until 12/05/2018  
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 6TH day of DECEMBER A.D. 2017 .**

*Jesse White*

SECRETARY OF STATE

Attachment 1

**Section 1, Identification, General Information, and certification**

**Certificates of Good standing for Dialysis Care Center Holdings, LLC.  
Dialysis Care Center Holdings will be the operator of the dialysis unit.**

**Attachment 1**

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

Exact Legal Name: Dialysis Care Center Holdings, LLC
Street Address: 15786 S. Bell Rd
City and Zip Code: Homer Glen, IL, 60491
Name of Registered Agent: Salman Azam, ESQ
Registered Agent Street Address: 333 N. Michigan Ave, Suite 1815
Registered Agent City and Zip Code: Chicago, IL, 60601
Name of Chief Executive Officer: Morufu O Alausa M.D.
CEO Street Address: 15786 S. Bell Rd
CEO City and Zip Code: Homer Glen, IL, 60491
CEO Telephone Number: (708) 645-1000

**Type of Ownership of Applicants**

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

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

Section 1, Identification, General Information, and certification

File Number

0578210-4



**To all to whom these Presents Shall Come, Greeting:**

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

DIALYSIS CARE CENTER HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 03, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1725502952 verifiable until 09/12/2018  
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 12TH day of SEPTEMBER A.D. 2017 .**

*Jesse White*

SECRETARY OF STATE

Attachment 1

**Section 1, Identification, General Information, and certification**

**Site Ownership**

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Hazel Property Group, LLC
Address of Site Owner: C/O General Counsel, National Shopping Plazas, Inc.200 W. Madison Street, Suite 4200, Chicago, IL, 60606
Street Address or Legal Description of Site: 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429-2481

**Attached:**

- 1.A copy of the Letter of Intent to lease between National Shopping Plazas, Inc. and Dialysis Care Center Hazel Crest, LLC to lease the facility at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429-2481 is attached. The letter shows the applicant will control the site of the proposed facility.
- 2.A copy of the ALTA/ACSM Land Title Survey, the legal description of the site.
- 3.A copy of the draft lease.

Attachment 2

**NATIONAL SHOPPING PLAZAS, INC.  
200 W. MADISON STREET, SUITE 4200  
CHICAGO, ILLINOIS 60606  
312-332-4172 FAX#312-332-2119**

**SENT VIA EMAIL shazzad@kidneycares.com**

November 27, 2017

Mr. Asim Shazzad  
Kidney Cares

**Re: Hazel Crest Plaza  
18325 S. Pulaski, Unit A-B  
Hazel Crest, Illinois 60429**

Dear Mr. Shazzad:

This letter is provided to summarize certain parameters as a basis upon which we may negotiate an agreement, but it does not constitute any binding agreements in and of itself with the exception of the Landlord's agreement to the standstill period described in the final paragraph below.

**Tenant:** Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company

**Guarantor:** Dialysis Care Center Holdings, LLC

**Landlord:** National Shopping Plazas, Inc., as Leasing Agent

**Building:** 18325 S. Pulaski, Unit A-B  
Hazel Crest, Illinois 60429

**Premises:** Approximately 3,900 square feet identified on the Shopping Center Plan attached as Exhibit "A".

**Use:** The premises may be used for the operation of a Medical Office treating kidney related conditions.

**Term:** Ten (10) years from rental commencement.

**Base Rent:** \$16.50 psf with 2% annual increases.

Attachment 2

**Rental Commencement:** Rent shall commence one hundred eighty (180) days from receipt of both building permit and CON (provided Tenant goes in for permit within thirty (30) days of signed lease).

In no event (assuming CON is received prior) shall rent start later than December 1, 2018.

**Option to Extend:** Two (2) five (5) year options to extend the initial term of the Lease with 2.5% annual increases. Tenant shall give written notice to Landlord no later than 250 days prior to the commencement date for the Renewal Term with respect to which such option is being exercised by Tenant

**Landlord's Work and Condition of Premises:** AS-IS Condition.

**Common Charges:** Tenant shall be responsible for its pro rata share of specified costs and expenses for the operation of the common areas within the Center.

Tenant will be responsible for its pro rata share of the real estate taxes and assessments and insurance paid by Landlord with respect to the Center and the land on which its is situated.

Following the initial year, CAM and any other administrative charges will be capped at six percent (6%) cumulative of the previous year's Expenses (excluding taxes, insurance, snow and ice removal, utilities and other uncontrollables).

**Signage** Tenant shall have the right to install its standard building signage to the full extent permitted by municipal codes.

**Security Deposit:** N/A



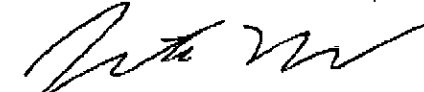
November 27, 2017  
Page 3

This letter is solely intended as a summary of the basic economic terms and conditions of the proposed agreement, and it is understood and agreed that neither party is under a binding obligation to the other until an agreement acceptable to the Landlord and Tenant has been executed.

The parties agree that neither party will act in reliance on the terms contained in this letter and both parties acknowledge and agree that if a party incurs any expenses, all such expenses will not be reimbursed by the other party.

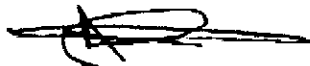
Sincerely,

NATIONAL SHOPPING PLAZAS, INC.



Jonathan M. Hanus  
Vice President

JMH:fh

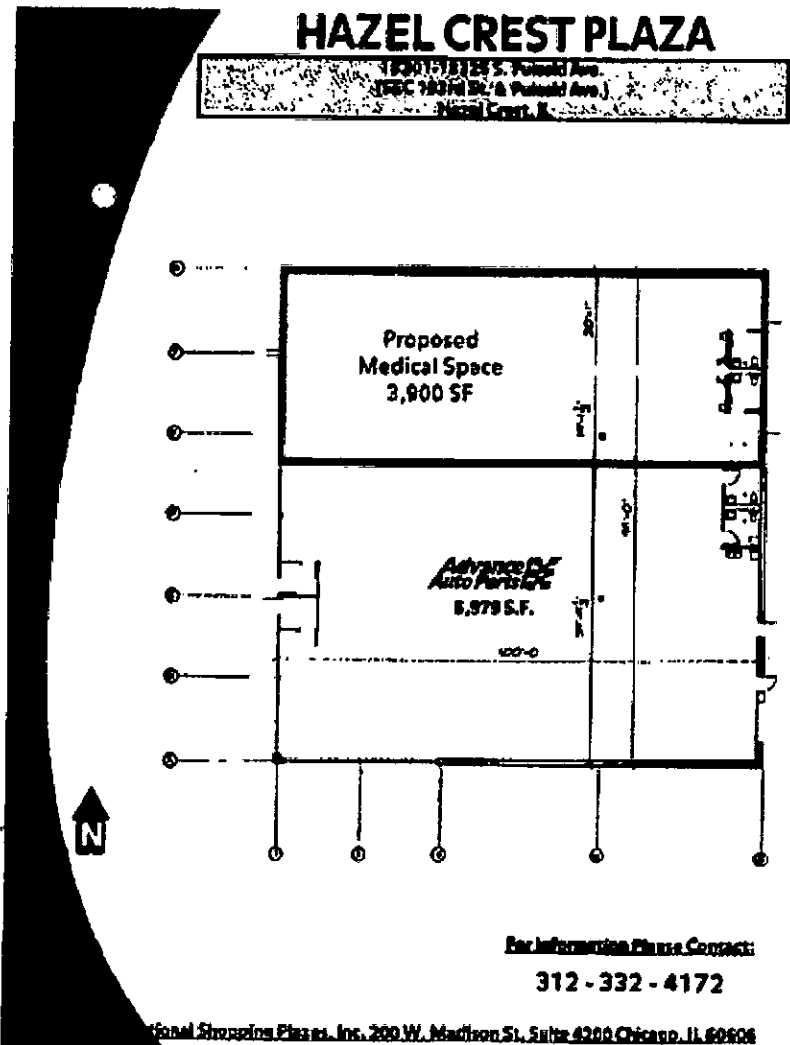
Dialysis Care Center  
  
Asim Shazzad  
COO/CEO  
11/27/17

Attachment 2

**EXHIBIT "A"**

**HAZEL CREST PLAZA**

18001-18125 S. Pulaski Ave.  
(RDC 78070 St. & Pulaski Ave.)  
Hazel Crest, IL



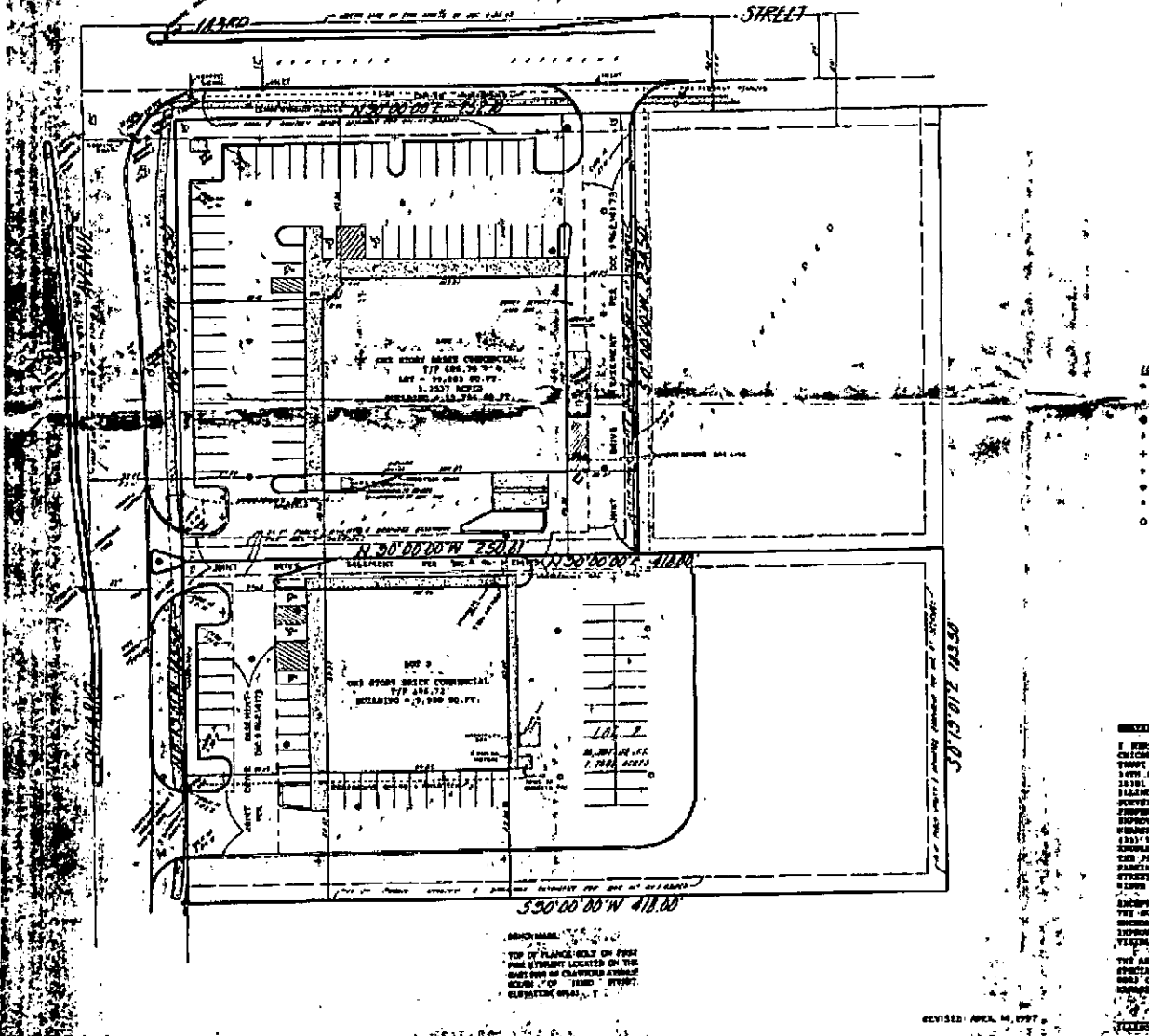
# ALTA/ACSM LAND TITLE SURVEY

PARCEL 11

OF

LOTS 1 AND 2 IN BLOCK CREST PLAZA, A SUBDIVISION OF THE SOUTH  
110.00 FEET OF THE CORNER 400.00 FEET OF THE EAST 110.00 OF THE WEST  
140.00 FEET OF THE EAST 1/2 OF THE SECTION 1/4 OF SECTION 1,  
TOWNSHIP 23 NORTH, RANGE 21 WEST, OF THE THIRD PRINCIPAL MERIDIAN,  
23 NORTH, COUNTY OF COOK, ILLINOIS.

ELEMENTS THE SPHERES AND DIMENSIONS, ETC., NOTICED IN DECLARATION OF  
ELEMENTS, COVENANTS, CONDITIONS AND EXCEPTIONS DATED MARCH 11,  
1994 AND RECORDED MARCH 20, 1994 AS COUNTY RECORD 04116173 AND FIRST  
AMENDMENT TO DECLARATION OF ELEMENTS, COVENANTS, CONDITIONS AND  
EXCEPTIONS DATED MARCH 11, 1994 AS COUNTY RECORD 04116173.



**STANDARD OFFICE LEASE**

**Hazel Property Group, LLC  
National Shopping Plazas, Inc.,  
an Illinois limited liability company,**

**(as "LANDLORD")**

**AND**

**DIALYSIS CARE CENTER HAZEL CREST, LLC,  
an Illinois limited liability company,**

**(as "TENANT")**

**PROPERTY:**

**18325 PULASKI AVE UNIT A-B, HAZEL CREST, IL, 60429**

Attachment 2

LEASE

Agreement of LEASE made and entered into as of the \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

ARTICLE I

CERTAIN DEFINITIONS AND BASIC LEASE TERMS.

1.1 **Certain Definitions.** As used herein:

- (a) "Landlord" shall mean Hazel Property Group, L.L.C., an Illinois limited liability company, c/o National Shopping Plazas, Inc., 200 West Madison Street, Suite 4200, Chicago, Illinois 60606-3402
- (b) "Tenant" shall mean Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company

Address of Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Leased Premises:

18325 S. Pulaski  
Unit A-B  
Hazel Crest, Illinois 60429

- (c) "Leased Premises" shall mean the premises within the Shopping Center designated as location "X" outlined in black, or otherwise identified, on the Shopping Center Plan attached as Exhibit "A-B" hereto, together with all appurtenances specifically granted in this Lease, having a Floor Area of approximately 3,900 square feet, except the rights and interests reserved and excepted as hereinafter set forth in this Lease.
- (d) "Shopping Center" shall mean the real estate described in Exhibit "A-B" attached hereto, including any and all improvements now or at any time located thereon, excluding any portion that may be taken by eminent domain, or be dedicated for public use, known as Hazel Crest Plaza.
- (e) "Lease" shall mean Articles I through XII hereof and the Exhibits referred to herein which, by such references, are hereby adopted and made a part hereof, together with any amendments, modifications, schedules or plans specifically referred to herein.

- (f) "Lease Year" shall mean the period from the Commencement Date, as defined below, through the last day of the month that includes the first anniversary of the Commencement Date and each twelve (12) consecutive month period thereafter, provided, however, that, if the Commencement Date occurs on the first day of a month, "Lease Year" shall mean the period from the Commencement Date through the day preceding the first anniversary of the commencement of the Lease Term and each twelve (12) consecutive month period thereafter.

1.2 Other Definitions. For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Lease, shall have the defined meaning so given.

1.3 Demise. Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord, the Leased Premises under and subject to the terms, conditions and covenants contained in the Lease and any renewals or extensions thereof.

1.4 Lease Term. The Lease Term shall be the period commencing on the date (the "Commencement Date") that is the earlier to occur of (a) December 1, 2018 or (b) the one hundred eightieth (180<sup>th</sup>) day after (i) Tenant obtains its building permit for Tenant's Work and (ii) the CON permit referenced in Section 12.19 hereof is approved by the Illinois Health Facilities and Services Review Board and continuing thereafter, unless sooner terminated as in this Lease provided, until and including the last day of the tenth (10<sup>th</sup>) Lease Year (or, if applicable, until and including the last day of the latest applicable Renewal Term under Section 11.1 hereof).

1.5 Rents. Tenant agrees to pay to Landlord for possession and use of the Leased Premises, without right of offset or deduction for any reason, the following rents:

- (a) Minimum Rent. Tenant shall pay "Minimum Rent", in advance monthly installments (prorated for fractional months) and on the first day of each calendar month during the Lease Term, at the following rates:

	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
Lease Year 1	\$64,350.00	\$5,362.50
Lease Year 2	\$65,637.00	\$5,469.75
Lease Year 3	\$66,949.74	\$5,579.15
Lease Year 4	\$68,288.73	\$5,690.73
Lease Year 5	\$69,654.51	\$5,804.54
Lease Year 6	\$71,047.60	\$5,902.63
Lease Year 7	\$72,468.55	\$6,039.05
Lease Year 8	\$73,917.92	\$6,159.83
Lease Year 9	\$75,396.28	\$6,283.02
Lease Year 10	\$76,904.21	\$6,408.68

A late-payment charge of \$500.00 shall be made by Tenant, if rent is not received by Landlord by the 5th day of each month.

- (b) Common Area Maintenance Costs. Tenant shall also pay, as additional rent, Tenant's pro rata share of the Common Area Maintenance Costs according to Article V of this Lease.
- (c) Real Estate Taxes. Tenant shall also pay, as additional rent, Tenant's pro rata share of the Shopping Center's Real Estate Taxes according to Section 8.1(o) of this Lease.
- (d) Insurance. Tenant shall also pay, as additional rent, Tenant's pro rata share of the fire and extended coverage and other insurance for the Shopping Center and all improvements therein.

1.6 Use of the Leased Premises. Tenant shall use the Leased Premises for the following purposes and no other purposes:

Operation of a Medical Office treating kidney related conditions.

Notwithstanding the foregoing or anything to the contrary contained in this Section 1.6 or elsewhere in this Lease, Tenant's use of the Leased Premises and the Shopping Center, and all of the activities of Tenant and its agents, employees and contractors, and any sublessees or other persons or entities claiming under or through Tenant, with respect to the Leased Premises and/or the Shopping Center must at all times comply with the requirements of the Declaration (as defined below), and Tenant agrees not to cause, and not to allow any of Tenant's assignees or sublessees and/or Tenant's and/or its assignee's and/or sublessee's respective employees, agents and contractors to cause, a breach or default by Landlord under the Declaration. As used in this Lease, the term "Declaration" shall mean and refer to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated March 19, 1996 and recorded in the Recorder's Office for Cook County, Illinois on March 20, 1996 as document no. 96214173, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated September 30, 1996 and recorded in the aforesaid Recorder's Office on October 11, 1996 as document no. 96779777.

## ARTICLE II

### SHOPPING CENTER AND LEASED PREMISES.

2.1 Shopping Center. It is agreed that the depiction of the Shopping Center on Exhibit "A-B" does not constitute a representation, covenant or warranty of any kind by Landlord, and Landlord reserves the right to change the size and dimensions of the Shopping Center, including the number, location and dimensions of buildings, the number of floors in any of the buildings, dimensions of store spaces within any of the buildings, identity and type of other stores and tenancies, and the Common Areas, except that the Leased Premises shall not be substantially altered without Tenant's prior approval.

2.2 Exceptions from Leased Premises. Landlord excepts and reserves from the Leased Premises the use of the exterior walls and roof thereof; the right to install, maintain, repair, use and replace pipes, ducts, conduits and wires in or upon the Leased Premises in locations that will not materially interfere with Tenant's use thereof, and the right to enter upon the Leased

Premises in any reasonable manner necessary to perform any of the duties and responsibilities of Landlord under this Lease or to exercise any of Landlord's rights.

### ARTICLE III

#### CONSTRUCTION BY LANDLORD AND TENANT.

3.1 Construction by Landlord. The Leased Premises shall be delivered to Tenant in "AS IS", "WITH ALL FAULTS" condition. Subject to force majeure, such delivery shall occur promptly after the CON permit referenced in Section 12.19 hereof is approved by the Illinois Health Facilities and Services Review Board.

3.2 Construction by Tenant and Tenant's Plans. Tenant will complete the Tenant's Work at Tenant's expense, in a good and workmanlike manner, in accordance with the plans and specifications hereinafter referred to in this Section 3.2. Prior to beginning any work on the Leased Premises, Tenant shall have received Landlord's written approval of plans and specifications for Tenant's Work prepared in conformity with all applicable building codes and regulations and in sufficient detail to constitute complete working plans and specifications. Landlord shall approve or disapprove such plans and specifications within 15 days after receipt. Reasons for disapproval shall be specifically noted, but Landlord may reject the plans for any good reason. Tenant shall cause all work to be performed in conformity with the plans and specifications as approved by Landlord and will not make any changes or modifications thereto without Landlord's written consent. Tenant shall obtain all required building permits and approvals from local authorities and furnish copies thereof to Landlord before commencing any of Tenant's Work.

Tenant agrees that, within thirty (30) days after the execution and delivery of this Lease, Tenant shall submit its applications for its building permit for Tenant's Work and the CON permit approval referenced in Section 12.19 below.

3.3 Lien Free Completion. Tenant agrees to pay promptly, when due, all costs of Tenant's Work; to obtain from each contractor with whom Tenant or any of its assignees or sublessees has contracted for such work, prior to paying any amount to such contractor, a statement in writing under oath, or verified by affidavit, of the names of all parties furnishing materials and labor for such work and the amounts due, or to become due, to each and, at the time of payment, obtain from each contractor a Waiver of Lien in the amount paid to each; to keep the Leased Premises and the Shopping Center at all times free of liens, and claims for liens, for labor and materials for work undertaken by Tenant or any of its assignees or sublessees; to furnish Landlord copies of all contracts entered into by Tenant or any of its assignees or sublessees and the sworn statements and waivers of liens therefor, promptly upon receipt of the same by Tenant or any of its assignees or sublessees; to only use contractors previously approved in writing by Landlord; to perform such work with union labor, to the extent and in such manner as to insure proper maintenance of good labor relationships; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. If any claim for Mechanic's Lien arises against the Leased Premises or the Shopping Center by reason of work undertaken by Tenant or any of its assignees or sublessees, and such claim is not discharged, bonded or otherwise satisfied by Tenant within



thirty (30) days after written notice to Tenant, Landlord may pay such claim and proceed to obtain the discharge and release thereof, and Tenant shall pay Landlord as additional rent the amount paid by Landlord to obtain the discharge and release thereof, together with court costs and attorneys' fees upon demand.

#### ARTICLE IV

INTENTIONALLY OMITTED.

#### ARTICLE V

##### COMMON AREAS AND FACILITIES.

5.1 Common Areas and Facilities. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (herein referred to as the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall, in its sole discretion, determine and may, from time to time, change the size, location and nature of any Common Areas, and Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, on account of any such action, nor shall any such action be deemed an actual or constructive eviction of Tenant.

5.2 Use of Common Areas. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such rules and regulations as Landlord may from time to time impose, including, without limitation, the designation of the days and hours the Common Areas shall be open and the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents shall be parked. If Landlord shall designate such parking areas, and if any car of Tenant or a permitted concessionaire, officer, employee or agent of Tenant is parked in any other portion of the Shopping Center, Tenant shall pay to Landlord, upon demand, the sum of \$10.00 for each such car for each day, or part thereof, such car is parked; and Tenant hereby authorizes Landlord to tow, or cause any such car to be towed, from the Shopping Center and agrees to reimburse Landlord for the cost thereof, upon demand, and otherwise to indemnify and hold Landlord harmless with respect thereto. Tenant agrees to abide by such rules and regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time temporarily close Common Areas to make repairs or changes or to discourage non-customer parking, and may do such other acts to the Common Areas as, in its judgment, may be desirable to improve the convenience thereof. Tenant shall, upon request, furnish to Landlord the license numbers and descriptions of the cars operated by Tenant and its permitted concessionaires, officers, employees and agents. Tenant shall not at any time interfere with the rights of Landlord and other Tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees to use any part of the parking areas and other Common Areas.

5.3 Charge for Common Areas and Facilities. Tenant shall pay to Landlord, as additional rent, in the manner provided in Section 5.5, Tenant's pro rata share, as defined in Section 5.4, of "Common Area Maintenance Costs," which term is defined as follows:

"Common Area Maintenance Costs" is defined as all costs and expenses (except taxes covered by Section 8.1(o)) paid or incurred by Landlord during or with respect to the Lease Term (including appropriate reserves) (a) in operating, managing, equipping, policing (if, and to the extent, provided by Landlord), protecting, insuring, heating, cooling, lighting, ventilating, repairing, replacing, and maintaining the Common Areas of the Shopping Center and/or (b) as a result of assessments, dues, pass-through charges or other amounts charged or assessed to or against Landlord or the Shopping Center pursuant to the terms of any covenant, condition and restriction agreement, property owners or other declaration or other title document that applies to the Shopping Center and imposes or assesses costs, dues or other charges of any nature to or against Landlord or the Shopping Center (e.g., property owners assessments payable by Landlord, as the owner of the Shopping Center, if the Shopping Center is part of a larger development that is subject to a property owners declaration or property owners' association dues). Such costs and expenses shall include, but not be limited to: maintaining any enclosed Common Area; cleaning; removal of rubbish and other refuse; restriping, resealing, resurfacing and replacing, and repairing potholes in, any parking and driveway areas; costs of maintaining, repairing and replacing any fire protection or sprinkler system serving any building within the Shopping Center and costs of monitoring and alarm services, and of inspections, relating thereto; exterior illumination of buildings and Common Areas, and illumination and maintenance of signs, whether or not the lights or signs are located on the Shopping Center; snow and ice clearance; costs and expenses of planting, maintaining and replanting flowers and other landscaping; water and sewerage charges; premiums for liability, property damage, fire, extended coverage, malicious mischief, vandalism, worker's compensation, employees' liability and other insurance paid by Landlord on, or in respect of, the Shopping Center for any calendar or premium year or part thereof included in the Lease Term or any renewal term; the amount of any uninsured loss or damage to the Common Areas or the remainder of the Shopping Center suffered or incurred by Landlord (including, without limitation, the amount of any loss or damage not covered by insurance due to applicable deductible provisions); wages, unemployment taxes and social security taxes; special assessments; personal property taxes; fees for audits; required licenses and permits; costs and expenses of supplies; operation of loudspeakers and any other equipment supplying music to the Common Areas; reasonable depreciation of, and rents paid for, the leasing of equipment used in the operation of the Common Areas and an administrative fee equal to 15 percent of the total amount of the Common Area Maintenance Costs (other than such administrative fee).

Landlord shall cap future increases to "controllable" Common Area Maintenance Costs at six percent (6%) per annum, cumulative over a base of \$1.50 psf per year (rounded to the nearest penny) for 2018 (i.e., \$1.50 psf per year through December 31, 2018, \$1.59 psf for 2019, \$1.69 psf for 2020, etc.). "Controllable" Common Area Maintenance Costs shall not include snow and ice removal costs, utility charges, insurance premium costs and other uncontrollable costs.

5.4 Tenant's Pro Rata Share of Common Area Maintenance Costs. Tenant's pro rata share of the Common Area Maintenance Costs shall be the ratio of the total floor area of the

Leased Premises to the total floor area of all rentable space in the Shopping Center. "Floor Area" means with respect to any rentable area in the Shopping Center, including the Leased Premises, the square feet of floor space on all floors therein, measured from the outside of all exterior boundary walls and the midpoint of any interior boundary walls. It shall not include the floor area of roof structures used for mechanical equipment or the Common Areas.

5.5 Payment of Estimated Charges and Periodic Adjustment. Tenant shall pay to Landlord in advance, on the first day of each calendar month during the Lease Term, the amount reasonably estimated by Landlord as Tenant's pro rata share of the Common Area Maintenance Costs for such month. Landlord shall furnish Tenant a regular annual statement of the estimated amount of such charges in advance of the due date.

The computation and payment of Common Area Maintenance Costs shall be based on annual, semi-annual or quarterly "Computational Periods" (as determined by Landlord from time to time) of consecutive calendar months, on either a calendar or fiscal year basis as determined by Landlord from time to time. At the end of any Computational Period, Landlord shall furnish Tenant with a statement prepared in reasonable detail, in accordance with general accounting principles consistently applied, of the actual Common Area Maintenance Costs paid or incurred by Landlord during such Computational Period and Tenant's pro rata share thereof for such period. Within 30 days after receipt of the statement, there shall be a settlement between Landlord and Tenant with payment to Landlord, or credit to Tenant, as the case may be, so that the amount of Common Area Maintenance Costs paid by Tenant shall equal Tenant's pro rata share thereof for such period as computed hereunder and no more. In the event the Lease Term covers only a portion of a Computation Period, the pro rata share of Tenant's Common Area Maintenance Costs for such period shall be adjusted in proportion to the amount of such period covered by the Lease Term.

## ARTICLE VI

### UTILITIES AND MAINTENANCE AGREEMENT.

6.1 Utilities. Tenant shall pay for all utilities used in the Leased Premises, including, without limitation, all electricity and gas, and, at its own cost and expense and with its own equipment, shall heat or chill the water it uses to meet all of its requirements and will at its own cost maintain said equipment in good working order during the Lease Term.

6.2 Maintenance Agreement. A maintenance agreement for the heating, ventilating and air conditioning equipment shall be obtained by Tenant and shall provide for twice-a-year inspection and service. A copy of such maintenance agreement shall be furnished to Landlord.

## ARTICLE VII

### LANDLORD'S ADDITIONAL COVENANTS.

7.1 Repairs by Landlord. Landlord shall, at its own expense, keep the foundations and roof of the Leased Premises and the structural soundness of the concrete floor and exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted assignee, sublessee

or concessionaire or any of their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article IX. Except as provided in this Section 7.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or to any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant.

7.2 Quiet Enjoyment. So long as Tenant pays the rents and observes and performs all of Tenant's obligations under this Lease, Tenant shall quietly enjoy the Leased Premises. Tenant's quiet enjoyment of the Leased Premises shall be subject, however, to the provisions of this Lease and dispossession by reason of superior title. If a mortgagee becomes the owner of the Leased Premises by foreclosure or deed in lieu of foreclosure, Tenant's quiet enjoyment shall not be disturbed so long as Tenant is not in default under this Lease; provided, however, that no eviction of Tenant for any reason whatsoever after Landlord shall have conveyed the fee of the Leased Premises shall be construed as a breach of this covenant, and no action therefor shall be brought against Landlord. If Tenant shall be dispossessed from the Leased Premises by reason of superior title or the foreclosure of any mortgage now or hereafter placed upon the Leased Premises, the payment of rent shall cease from and after the date of such dispossession, and all rent that Tenant may have prepaid and any security deposit made by Tenant with Landlord shall be returned to Tenant forthwith, but Tenant shall not be entitled to receive from Landlord any damages suffered by Tenant as a result of such dispossession.

## ARTICLE VIII

### TENANT'S ADDITIONAL COVENANTS.

8.1 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term and during any other time that Tenant occupies the Leased Premises or any part thereof and after the termination of this Lease (in the case of obligations to be performed after, or that survive, the termination of this Lease):

(a) To perform promptly all of the obligations of Tenant as set forth in this Lease, including, without limitation, the obligation to pay when due all rent, and all charges, rates and other sums, which by the terms of this Lease are to be paid by Tenant. Payment of all such amounts shall be paid to:

Hazel Crest Plaza  
c/o National Shopping Plazas, Inc.  
200 West Madison Street, Suite 4200  
Chicago, Illinois 60606-3402

or to such persons at such other places as Landlord may designate in written notice to Tenant from time to time.

(b) To use the Leased Premises only for the Permitted Uses specified in Section 1.6, to operate its business in the Leased Premises under Tenant's Trade Name as set

forth in Section 1.1; and to conduct its business at all times in a high-grade and reputable manner so as to produce the maximum volume of sales and transactions, and to help establish and maintain a high reputation for the Shopping Center.

(c) Except when, and to the extent that, the Leased Premises are untenable by reason of damage by fire or other casualty, to use and continuously operate for retail sales purposes all of the Leased Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Leased Premises; to furnish and install all trade fixtures, which shall at all times be suitable and proper for carrying on Tenant's business; to carry a full and complete stock of seasonable merchandise offered for sale at competitive prices; to maintain adequate trained personnel for efficient service to customers; and to open for business and remain open for the customary business hours during all regular and usual business days during the entire Lease Term; and to light its display windows and signs, if any, during any hours when either the Shopping Center or the Leased Premises are open for business.

(d) To store in the Leased Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt; to store all trash and refuse in adequate containers within the Leased Premises (or at a location(s) therefor within the Common Areas designated or approved from time to time by Landlord), and to maintain such containers in a healthy, safe, neat and clean condition and in a location so as not to be visible to members of the public shopping in the Shopping Center, and to attend to the daily disposal thereof in the manner designated by Landlord (said trash containers shall be no larger than two and one-half cubic yards in size and shall be on wheels for manageable disposal); to keep all drains inside the Leased Premises clean; to receive and deliver goods and merchandise only in the manner, at such times and in such areas as may be designated by Landlord from time to time; to conform to all rules and regulations that Landlord may from time to time make or promulgate in the management and use of the Shopping Center; and to cause conformance to all such rules and regulations by the agents and employees of Tenant and its assignees and sublessees. If the Leased Premises are used for the sale of food for consumption therein, such as for a restaurant or snack bar, Tenant shall store all trash, refuse and garbage in a garbage storeroom or compartment which Tenant shall install and keep in repair at its sole expense.

(e) Except for repairs required to be performed by Landlord pursuant to Section 7.1, to keep the Leased Premises, including, but not limited to, the security screen or wall (store front), and all fixtures and displays, clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating) and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace any glass that may be damaged or broken with glass of the same quality.

(f) To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Leased Premises equipped with all safety appliances so required; to produce any licenses and permits required for any use of the Leased Premises by Tenant; and to comply with the orders and regulations of all governmental authorities.

(g) To pay promptly when due the entire cost of any work in the Leased Premises undertaken by Tenant or any of its assignees or sublessees, so that the Leased Premises and the Shopping Center shall at all times be free of liens for labor and materials; to procure all necessary work permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to perform such work only with contractors previously approved in writing by Landlord; to perform such work with union labor to the extent and in such manner as to ensure proper maintenance of good labor relationships; to comply with all governmental requirements relating to such work; and to save Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage by any person or property occasioned by or growing out of such work.

(h) To save Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant or any of its assignees or sublessees, or anyone claiming by, through or under Tenant or any of its assignees or sublessees.

(i) To maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant, and further insuring, as additional insureds (on a primary, non-contributory basis) as their interests may appear, Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, and the holders of any notes secured by a first mortgage or trust deed on the Shopping Center and/or the Leased Premises, against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$500,000.00, and for injury to or death of more than one person in any one accident in an amount of not less than \$1,000,000.00, and for damage to property in an amount of not less than \$150,000.00, made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in the Leased Premises (Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate) and, in addition and in like amounts, covering Tenant's contractual liability under the hold harmless clause set forth in subsection 8.1(h) hereof; to carry like coverage against loss or damage by boiler or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance, with such extended coverage endorsements as Landlord may from time to time require, covering all of Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises to the extent of at least 80 percent of their replacement cost. All of said insurance shall be in a form, and in responsible companies, satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which certificates shall evidence the above referenced persons and entities as additional insureds (on a primary, non-contributory basis) and the insurers' respective waivers of subrogation in favor of all such additional insureds), together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord on the day Tenant begins Tenant's Work, and, upon renewal of such policy, not less than thirty (30) days prior to the expiration of the term of such coverage; and, if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof, upon demand, as additional rent.

(j) Landlord and Landlord's beneficiaries, and their respective agents and employees, shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant or any persons claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises, or the building of which they shall be a part, or any part of the Shopping Center, including, but not limited to, claims for damage resulting from (1) any equipment or appurtenances becoming out of repair, (2) Landlord's failure to keep said building or the Leased Premises in repair, (3) injury done or occasioned by wind, water or other natural element, (4) any defect in, or failure of, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipe, stairs, railings or walks, (5) broken glass, (6) the backing-up of any sewer pipe or downspout, (7) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe or drain or any other pipe or tank in, upon or about such building or Leased Premises, (8) the escape of steam or hot water, (9) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or other places upon or near such building or the Leased Premises or otherwise, (10) the falling of any fixture, plaster or ceiling materials, and/or (11) any act, omission or negligence of co-tenants, or of other persons or occupants of said building or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property, or of Landlord, Landlord's beneficiaries or their respective agents or employees.

(k) To permit Landlord, Landlord's mortgagee and their respective agents and employees, to enter the Leased Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located, of shoring the foundations and walls thereof, of erecting scaffolding and/or protective barricades around and about the same, and of showing the Leased Premises to prospective purchasers, lenders and tenants.

(l) To peacefully and quietly vacate the Leased Premises upon the termination of this Lease (whether by lapse of time or otherwise) or the dispossession of Tenant from the Leased Premises (whether by a forcible entry or detainer suit, due to Tenant's default hereunder or abandonment of the Leased Premises or otherwise). Upon such termination or dispossession, Tenant shall (i) remove such of Tenant's goods and effects as are not permanently affixed to the Leased Premises, (ii) remove such alterations and additions to the Leased Premises as Landlord may request, (iii) repair any damage caused by any of the aforesaid removals, and (iv) peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove), and all fixtures, furnishings, floor coverings and equipment that are permanently affixed to the Leased Premises, which shall thereupon become the property of, and be owned by, Landlord, clean and in good order, repair and condition, damage by fire or other unavoidable casualty excepted. Any goods, effects, trade fixtures or other personal property of Tenant not removed within two (2) days following any such termination or dispossession shall, at Landlord's option, become the property of, and be owned by, Landlord.

(m) If the mortgagee or trustee named in any first mortgage or trust deed now or hereafter placed upon the Shopping Center or any part thereof, or upon any portion or all of the Shopping Center and other property, shall elect, by written notice to Tenant, to subject and subordinate the rights and interests of Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject

and subordinate, provided that the mortgagee or trustee shall agree, in said notice, to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may, in the alternative, elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. The election of such mortgagee or trustee shall be binding upon Tenant, whether this Lease is dated prior or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and, in the event Tenant fails to do so within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact, and in its name, place and stead, so to do.

(n) Intentionally omitted.

(o) To pay to Landlord, as additional rent hereunder, Tenant's pro rata share of all real estate taxes paid by Landlord for the Shopping Center for any calendar year or part thereof included in the Lease Term. Tenant's pro rata share of real estate taxes shall be the ratio of the total floor area of the Leased Premises to the total floor area of all rentable space in the Shopping Center. Tenant's share shall be prorated in the event the Lease Term covers only a part of any calendar year. The term "real estate taxes," as used in this Lease, shall mean all taxes and assessments, general, special and otherwise, levied, assessed or imposed at any time by any governmental authority upon or against the land and/or improvements constituting the Shopping Center, or upon or against any rentals payable by tenants of the Shopping Center to Landlord, either by way of substitution for the taxes and assessments levied, assessed or imposed against such land and/or improvements (other than an income or franchise tax) or in addition thereto, and "real estate taxes" shall further include the amount of any attorneys' fees and expenses incurred by Landlord in contesting real estate taxes or assessments upon or against the aforesaid land, improvements and/or rentals (including, without limitation, assessed valuations, tax rates and other factors affecting the amount of any such taxes or assessments) (but not exceeding the amount of any tax or assessment reduction resulting from any such contest). Tenant shall pay to Landlord in advance monthly installments one-twelfth (1/12th) of the amount reasonably estimated by Landlord to be Tenant's pro rata share of such real estate taxes and assessments applicable to the Shopping Center, commencing on the first day of the calendar month next succeeding the Commencement Date, and this covenant shall survive the expiration or earlier termination of the Lease Term. Within 90 days after Landlord's receipt of the final bill for each calendar year included in whole or in part within the Lease Term, Landlord shall compute the actual amount of Tenant's pro rata share of the foregoing charges for such calendar year and furnish to Tenant a statement in reasonable detail. Within 30 days thereafter, there shall be a settlement between Landlord and Tenant with payment to Landlord, or credit to Tenant, as the case may be, so that Tenant's actual payments shall be equal to Tenant's pro rata share of such charges for such calendar year and no more.

(p) To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee.

(q) To promptly furnish to Landlord, whenever requested, financial statements reflecting Tenant's current financial condition.



(r) To give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises or the Common Areas of which Tenant has knowledge.

(s) To pay on demand Landlord's costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in enforcing any obligation of Tenant under this Lease and/or on account of any default by Tenant under this Lease, including, without limitation, any default by Tenant as provided in Section 10.1, Section 10.3 or elsewhere in this Lease, and/or in defending or participating in any legal proceedings initiated by, or on behalf of, Tenant or any of its assignees or sublessees wherein Landlord is not found to be in default hereunder.

(t) To furnish, maintain and provide, at Tenant's sole cost and expense, the following insurance coverage for the benefit of Landlord and Tenant, during the entire term of the Lease, if applicable: liquor liability insurance insuring against claims for personal injury, loss of means of support, death and property damage caused by the intoxication of any person who was either sold or given alcoholic beverages on or about Tenant's premises. The limitation of liability shall not be less than \$1,000,000 (Landlord shall have the right to direct Tenant to increase such amount whenever it considers such amount inadequate), and such insurance shall name as insured Landlord, Landlord's beneficiaries and their respective employees and agents, Tenant and the holders of any notes secured by a first mortgage or trust deed on the Shopping Center and/or the Leased Premises, as their interests may appear. Such policy may be a blanket policy covering other locations, and evidence of such insurance shall be delivered to Landlord upon demand. If Tenant fails to obtain such insurance or to maintain same in effect or to furnish Landlord with such evidence, Landlord shall have the right to obtain such insurance and to add the cost thereof to the rent then due or becoming due hereunder.

(u) To pay, as additional rent, all sums and amounts (other than Minimum Rent) that, by the terms of this Lease, are owing from Tenant to Landlord.

(v) Promptly upon the completion of Tenant's Work or any other alteration, addition or improvement to the Leased Premises, including, without limitation, any Tenant's Work or other alteration, addition or improvement affecting the building structure, HVAC or other building systems serving the Leased Premises, to provide to Landlord, in both pdf format and CAD drawing in DWG format, as-built plans and specifications for such Tenant's Work, alteration, addition or improvement.

8.2 Negative Covenants. Tenant covenants at all times during the Lease Term and during any other time that Tenant occupies the Leased Premises or any part thereof:

(a) Not to injure, overload, deface or otherwise harm the Leased Premises; or commit any nuisance; or unreasonably annoy owners or occupants of neighboring property; or use the Leased Premises for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvements within the Shopping Center, or in any manner that will increase the cost of any of Landlord's insurance; or burn any trash or refuse within the Shopping Center; or sell, distribute or give away any product that tends to create a nuisance in the Common Areas; or make any use of the Leased Premises that is improper, offensive or contrary to any law or ordinance or any

regulation of any governmental authority; or conduct or permit any going-out-of business, bankruptcy, fire or auction sales on the Leased Premises; or use any advertising medium that might be annoying, such as: hand bills, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment; or use any advertising medium in a manner to be seen or heard outside the Leased Premises; or load, unload or park any truck or other delivery vehicle in any area of the Shopping Center other than the area or areas designated therefor by Landlord; or use any sidewalks, walkways, malls or common areas in the Shopping Center for the storage or disposal of trash or refuse or the selling or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any news stand, cigar stand, sidewalk shop or any other business occupation or undertaking (such latter uses being reserved to Landlord and its designees); or place any fence, structure, barricade, building, improvement, division, rail or obstruction of any type or kind on any part of the Common Areas; or use the Common Areas for any purpose other than the use designated by Landlord; or install or use any sign or other advertising device on the exterior of the Leased Premises other than a store identifying sign approved by Landlord; or use or permit the use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms; or do any act intended to injure the reputation of the Shopping Center.

(b) Not to make any alterations or additions, or permit the making of any holes in walls, partitions, ceilings or floors, or permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord (and, in any event, all fascia signs shall include individual letters, it being agreed that box signs will not be permitted on the Leased Premises). Relative to the foregoing, Landlord and Tenant agree that Tenant shall be entitled to install its panel on the existing pylon sign of the Shopping Center in the space reserved for "Medical" as shown on Exhibit "D" attached hereto and made a part hereof. Tenant's aforesaid panel shall at all times comply with all applicable laws, codes and ordinances and shall, at Tenant's expense, be kept in good condition and repair and be immediately removed upon the expiration or earlier termination of this Lease.

(c) Not to assign, sell, mortgage, pledge or in any manner transfer this Lease or grant any interest herein, by operation of law or otherwise, or sublet or grant license to use the Leased Premises or any part or parts thereof, or permit occupancy thereof by anyone with, through or under it without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld.

(d) Not to suffer any mechanic's lien to be filed against the Leased Premises, or any other portion of the Shopping Center, by reason of any work, labor, service or materials performed at, or furnished to, the Leased Premises for Tenant, or for anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Tenant shall have the right to contest any and all such liens, provided security deposit satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof, or, if earlier, by the date any such lien is scheduled to be enforced by sale, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding

deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and, together with interest thereon as provided in Section 10.3, shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Leased Premises or the Shopping Center to any lien or liability under the Mechanic's Lien Law of the State in which the Shopping Center is located.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

9.1 Fire, Explosion or Other Casualty. In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent that is less than 50% of the cost of replacement of the Leased Premises, the damage shall be repaired promptly by Landlord at Landlord's expense, provided that Landlord shall not be obligated so to repair if such fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents or employees, and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage, and (a) Landlord is not required to repair as hereinabove provided, (b) the Leased Premises shall be damaged to the extent of 50 percent or more of the cost of replacement, or (c) the building of which the Leased Premises is a part is damaged to the extent of 25 percent or more of the cost of replacement, or (d) all buildings (taken in aggregate) in the Shopping Center shall be damaged to the extent of more than 25 percent of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings or to terminate this Lease upon giving notice of such election to Tenant within 90 days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding (except for punch list work), said proportion to be computed on the basis of the relation that the gross square footage area of the space rendered untenable bears to the Floor Area of the Leased Premises. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and, if Tenant has closed for business, Tenant shall promptly re-open for business upon the completion of such repairs.

9.2 Eminent Domain. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is taken. If 25 percent or less of the Floor Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day possession shall be so taken by such public authority, and Tenant shall pay rent up to that day

with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is so taken, and thereafter the Minimum Rent shall be adjusted equitably. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit; provided, that Landlord shall not be obligated to undertake any such repairs or alterations if the total estimated cost thereof will exceed the amount of the award with respect to the Leased Premises. If more than 25 percent of the Floor Area of the Leased Premises shall be so taken, then, the Lease Term shall cease only on the part so taken from the day possession shall be taken by such authority, and Tenant shall pay rent up to that day with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is so taken, and either party shall have the right to terminate this Lease upon notice in writing within ten days after taking of possession. In the event Tenant remains in possession, and Landlord does not so terminate, all of the terms herein provided shall continue in effect, except that the Minimum Rent shall be abated equitably, and Landlord shall make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit; provided, that Landlord shall not be obligated to undertake any such repairs or alterations if the estimated cost thereof will exceed the amount of the award with respect to the Leased Premises. If more than 25 percent of the Floor Area of the building in which the Leased Premises are located, or more than 25 percent of the aggregate floor area of all the buildings in the Shopping Center, shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation provided, however, that Landlord shall not be entitled to any award made expressly to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvement (exclusive of Landlord's contribution) less depreciation computed from the date of said improvements to the expiration of the original term of this Lease.

## ARTICLE X

### DEFAULTS BY TENANT AND REMEDIES.

10.1 Defaults By Tenant. Landlord may, at its option, terminate this Lease if any default by Tenant continues after notice, in case of non-payment of rent or any other payment provided to be made hereunder for more than five (5) days, or in case of any other default that Tenant does not cure within fifteen (15) days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within thirty (30) days; or if Tenant does not pay, after demand, any other liability to Landlord arising out of, or in connection with, the construction or operation of the Shopping Center; or if Tenant falsifies any monetary report to Landlord; or if a receiver or similar officer becomes entitled to this leasehold; or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant; or if Tenant does, or permits to be done, any act that creates a mechanic's lien or

claim thereof against the Leased Premises or the Shopping Center and Tenant does not comply with the provisions of Section 8.2(d). Upon such termination of this Lease, Landlord may re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom; Landlord, upon such repossession of the Leased Premises, shall be entitled to recover, as liquidated damages and not as a penalty, a sum of money equal to the value of the Minimum Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). Landlord may, for the purpose of such reletting, decorate and make any repairs, changes, alterations and additions in or to the Leased Premises that it may deem necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord, on demand, as liquidated damages and not as a penalty, a sum equal to the amount of the Minimum Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations and additions and all other expenses of such reletting and after crediting any rents collected from such reletting, to satisfy the total rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency; and Tenant agrees that Landlord may, from time to time, file suit to recover any sums falling due under the terms of this Section. Landlord is hereby given a first lien upon all property of Tenant, including, but not limited to, all trade fixtures, that shall come in or be placed upon the Leased Premises, and whether acquired by Tenant before or after the date hereof, to secure the payment of rent and the performance of each and every other covenant herein contained to be performed by Tenant. The rights and remedies herein contained and reserved to Landlord shall not be considered as exclusive of any other right or remedy of Landlord, but shall be construed as cumulative and shall be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute.

10.2 Holdover By Tenant. In the event Tenant remains in possession of the Leased Premises after expiration or termination of the tenancy created hereunder, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, at twice the Minimum Rent and twice all the other charges due hereunder, and subject to all of the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

10.3 Landlord's Right To Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease and, whenever Landlord so elects, all costs and expenses thereby incurred by Landlord, including, without limitation, reasonable attorneys' fees and court costs, together with interest on the amount of any costs and expenses so incurred at the rate of 18 percent per annum, shall be due and payable by Tenant to Landlord on demand.

10.4 Effect of Waivers of Default. No consent by Landlord to, or waiver by Landlord of, any breach of any covenant, condition or duty of Tenant, whether such consent or waiver be expressed or implied, shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

## ARTICLE XI

### OPTION TO EXTEND LEASE TERM AND ADJUSTED MINIMUM RENT.

11.1 Option to Extend Lease Term. Landlord grants Tenant an option to extend the Lease Term for two (2) "Renewal Terms" of five (5) years each. During the first and each subsequent year of each Renewal Term, the annual Minimum Rent shall increase by two and one-half percent (2.5%) per annum over the annual Minimum Rent that was in effect as of the end of the preceding year, but, in all other respects, the provisions and terms hereof shall apply to such Renewal Terms. In the event Tenant elects to extend this Lease for any Renewal Term pursuant to this Section 11.1, Tenant shall give written notice to Landlord no later than 250 days prior to the commencement date for the Renewal Term with respect to which such option is being exercised by Tenant. Notwithstanding the foregoing or anything to the contrary contained in this Article XI or elsewhere in this Lease, it shall be a condition to Tenant's right to extend the Lease Term for a Renewal Term, and to the effectiveness of any election by Tenant to extend the Lease Term, that Tenant not be in default under this Lease at the time of its aforesaid notice of election or during the period from the date of such notice through the commencement of the applicable Renewal Term.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS.

12.1 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises or the building in which the Leased Premises are located, and (b) such party is then covered, in whole or in part, by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation that might otherwise exist in, or accrue to, any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). Notwithstanding the foregoing provisions of this Section 12.1 or anything to the contrary contained in Article V, Section 7.1, Section 8.1 or elsewhere in this Lease, in the event of any damage to or destruction of any exterior glass of, or any exterior door to, or any air conditioning unit serving, the Leased Premises or any hardware or other component of any such exterior door or air conditioning unit, whether or not such damage or destruction is covered by any insurance policy maintained, or that is required to be maintained, by Landlord, (i) Tenant, not Landlord, shall be responsible, at its cost, for the prompt repair and/or replacement

of any such exterior glass, exterior door, air conditioning unit or exterior door or air conditioning unit component and (ii) neither Landlord nor any of its insurers shall bear any of such cost.

12.2 Notices From One Party To The Other. All notices, demands and requests required or permitted under this Lease shall be in writing. All notices, demands and requests shall be deemed to have been properly given when served personally or deposited in a Post Office or branch Post Office regularly maintained by the United States Government, Certified Mail - Return Receipt Requested - with postage prepaid, addressed to Landlord at the address appearing in Section 1.1(a) and addressed to Tenant at the address of Tenant appearing in Section 1.1(b). At any time when Tenant's interest herein shall be vested in more than one person, firm or corporation, notice shall be conclusively deemed to have been given to all such persons, firms and corporations. Any notice, demand or request given by Tenant to Landlord shall be ineffective unless all such persons, firms or corporations shall have previously given notice to Landlord, signed by each of them, designating one or more of them to give the notice, demand or request referred to.

12.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's broker, if any, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

12.4 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the masculine and feminine genders.

12.5 Estoppel Certificates. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Minimum Rent and other charges have been paid, and any other factual data relating to this Lease or the Leased Premises that Landlord may request.

12.6 Short Form Lease. Tenant agrees not to record this Lease, and Landlord and Tenant agree to execute, acknowledge and deliver, if either party shall so request, a "Short Form Lease" suitable for recording.

12.7 Interest on Unpaid Amounts; NSF Checks. All amounts owed by Tenant to Landlord hereunder shall be deemed to be additional rent and shall, unless otherwise provided herein, be paid within ten (10) days from the date Landlord renders a statement of account thereof. All amounts (including Minimum Rent) shall bear interest from the date due until the date paid at the rate of 18% per annum. In addition, Tenant shall reimburse Landlord, upon

demand by Landlord, for any charges incurred by Landlord as a result of any payment by Tenant being returned unpaid by Tenant's bank due to insufficient funds (NSF); returned check charges are in addition to late charges and any interest charged on overdue amounts.

12.8 Applicable Law and Construction. The laws of the State in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

12.9 Delays. Whenever a period of time is provided in this Lease for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of Landlord, and the time for performance specified herein shall be extended for the amount of time Landlord is so delayed.

12.10 Execution of Lease by Landlord and Tenant. Except as stated in this Lease, no employee or agent of Landlord or of Landlord's broker, if any, has the authority to make or execute a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises, and this document shall become effective and binding only upon execution and delivery by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord, or of Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

12.11 Binding Effect of Lease; Assignment by Landlord. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

12.12 Joint and Several Liability of Tenant. If there is more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each party, and if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the general partners of such partnership and of such partnership.

12.13 Confession of Judgment. Tenant hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be Tenant's true and lawful attorney, for Tenant and in Tenant's name and stead, to enter Tenant's appearance in any suit or suits that may be brought in any court of this State at any time when any money is due hereunder for rent or otherwise, to waive the issuance of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for



reasonable attorneys' fees in favor of Landlord, and to release all errors that may occur or intervene in such proceedings, including, without limitation, the issuance of execution upon such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, or any bill in equity filed, or any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

12.14 Cancellation. If any lending institution shall require a change in this Lease as a condition to extending financing on the security of the Shopping Center and/or if Landlord determines that this Lease materially interferes with Landlord's ability to obtain desired financing secured by the Shopping Center, Landlord may terminate this Lease upon 90 days advance notice to Tenant, in which event Landlord shall reimburse Tenant for the unamortized cost of all Tenant's improvements to the Leased Premises and expenses of moving Tenant's stock and trade fixtures to a destination up to 25 miles from the Shopping Center.

12.15 Counterparts. This Lease may be executed in one or more counterparts, but all such counterparts shall be one and the same single instrument.

12.16 Limitation on Liability. Notwithstanding any provision in this Lease to the contrary, Tenant agrees to look solely to the interest of Landlord in the Shopping Center and any rents derived therefrom for the satisfaction of any damages or other obligations, liabilities or indebtedness of Landlord to Tenant arising under this Lease. Without limitation of the foregoing, neither Landlord nor any of its beneficiaries, trustees, partners, members, managers, directors, officers, employees, agents or representatives shall have any personal obligation or liability for any such damages, obligations, liabilities or indebtedness beyond Landlord's interest in the Shopping Center or rents derived therefrom.

12.17 Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY AGREE THAT ANY DISPUTE, CLAIM OR OTHER CONTROVERSY ARISING PURSUANT TO THIS LEASE OR IN CONNECTION HERewith SHALL BE TRIED WITHOUT A JURY, BY JUDGE ALONE, BEFORE A COURT OF COMPETENT JURISDICTION, IN THE STATE OF ILLINOIS, AND EACH OF LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY OF THE AFORESAID DISPUTES, CLAIMS OR CONTROVERSIES.**

12.18 Survival. Upon the expiration or termination of this Lease, all obligations of Tenant relative to payment of rent (including, without limitation, the rents described in Section 1.5 hereof), or any other amount owing under this Lease, that have accrued on or prior to the expiration or termination of this Lease, and any other obligations of Landlord or Tenant that, by their nature, arise after the expiration or termination of this Lease (e.g., indemnification obligations relative to actions during the Lease Term and obligations of Tenant relative to removal of its property from the Leased Premises and repair of any damage caused thereby), shall survive such expiration or termination.

12.19 Certificate of Need. Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, Tenant cannot establish a dialysis facility on the Leased Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (a "CON") permit from the Illinois Health Facilities and Services Review Board (the "HFSRB"). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to April 21, 2018. In light of the foregoing facts, the parties agree that they have executed this Lease prior to approval of the CON permit, but this Lease shall not be binding on either party prior to approval of the CON permit and shall not be effective prior to CON permit approval. Assuming CON approval is granted, the effective date of this Lease shall be the date of the CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Leased Premises by April 21, 2018, neither party shall have any further obligation to the other party under this Lease and this Lease shall for all purposes be terminated and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

Attachment 2

Landlord and Tenant have duly executed and delivered this Lease between them, as of the date first above set forth.

LANDLORD:

Hazel Property Group, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

Dialysis Care Center Hazel Crest, LLC

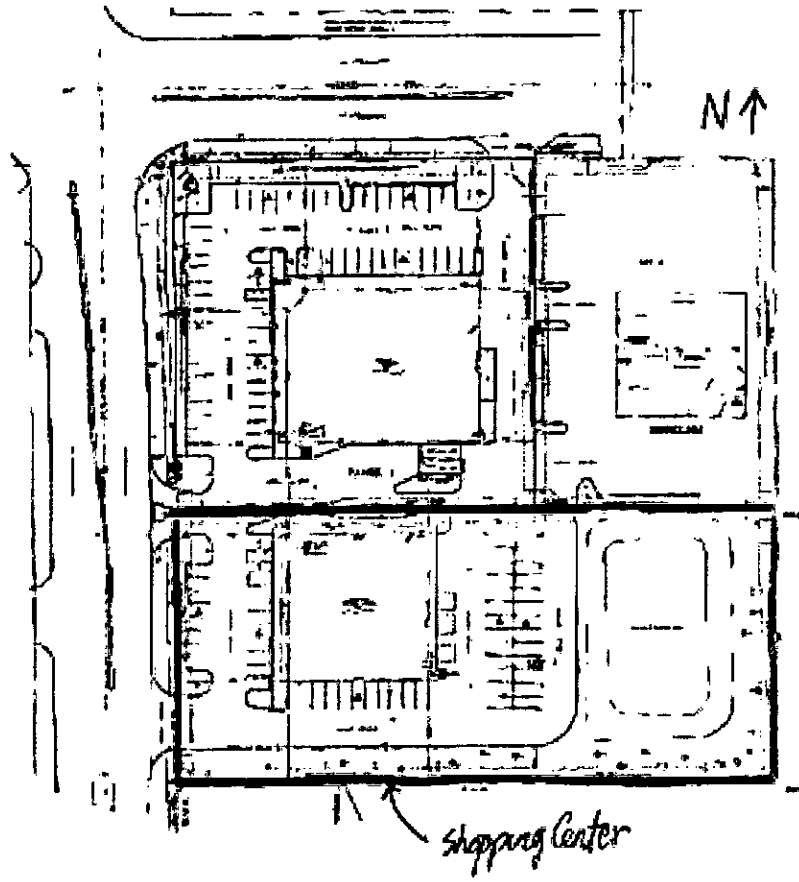
By: \_\_\_\_\_

Name: \_\_\_\_\_

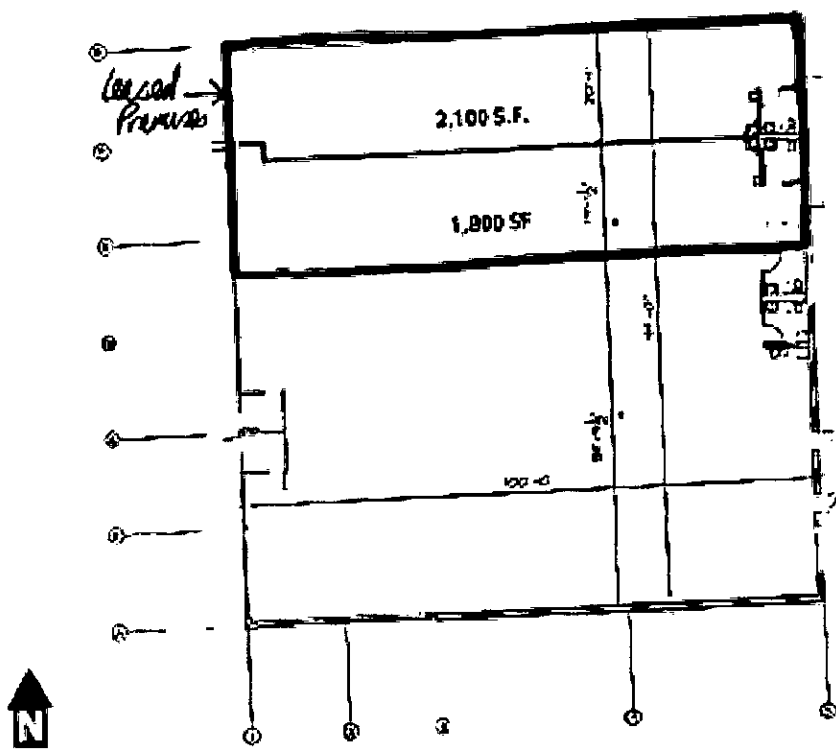
Its: \_\_\_\_\_

Attachment 2

EXHIBIT "A-B"



Attachment 2



Attachment 2

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"



## GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this guaranty, as it may be amended, restated, replaced or otherwise modified from time to time, the "Guaranty"), dated as of \_\_\_\_\_, 20\_\_\_, by and from Dialysis Care Center Holdings, LLC, a \_\_\_\_\_ limited liability company, having an address at \_\_\_\_\_ ("Guarantor"), with respect to that certain Lease dated as of \_\_\_\_\_, 20\_\_\_ (as it may be amended, restated, replaced or otherwise modified from time to time, the "Lease"), between Hazel Property Group, L.L.C., an Illinois limited liability company ("Landlord"), and Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company ("Tenant"), covering the Leased Premises (as defined in the Lease) located in Hazel Crest, Illinois identified therein (the "Premises").

WHEREAS, Guarantor desires, and Landlord requires, that this agreement be furnished so that Guarantor, being obligated to do so, can fulfill the terms and conditions of the Lease with respect to the Premises with the same effect as if the Lease had been entered into with Guarantor as the tenant thereunder.

NOW, THEREFORE, in consideration and recognition of the execution of the Lease, and other good and valuable consideration and intending to be legally bound hereby, Guarantor hereby unconditionally guarantees, and unconditionally becomes surety to Landlord, its successors and assigns, for the payment of all rent, additional charges and other sums owing under the Lease, and the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in each case in accordance with and within the times prescribed by the Lease, as well as all other liabilities now or hereafter contracted by Tenant with Landlord pursuant to the Lease and together, to the extent the same are chargeable to Tenant under the Lease, with all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection with any of the foregoing and/or in connection with the enforcement of Landlord's rights against Tenant or Guarantor (all of the foregoing being hereinafter collectively referred to as the "Liabilities"). In the event Tenant fails to pay, perform or observe, as applicable, any of the Liabilities, and such failure is not cured within the cure period, if any, provided to Tenant by the terms of the Lease, an Event of Default shall be deemed to have occurred under this Guaranty. Guarantor agrees that it shall be obligated to keep itself informed as to the status of Tenant's payment, performance and observance of the Liabilities and that Landlord shall not be obligated to give Guarantor, and Guarantor shall not be entitled to, notice of any failure by Tenant to pay, perform or observe, as applicable, any of the Liabilities, provided, however, that Landlord agrees to accept the cure of any such failure, on or prior to the expiration of the cure period, if any, provided to Tenant by the terms of the Lease, by either Tenant or Guarantor.

Guarantor further agrees as follows:

1. Landlord shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from Guarantor, and without affecting, impairing, or discharging in whole or in part, the Liabilities of Guarantor hereunder: to modify, change, extend, alter, amend or supplement in any respect whatsoever, any agreement or transaction between Landlord and Tenant or between Landlord and any other party liable for the Liabilities, or any portion or provision thereof; to grant extensions of time and other indulgences of any kind to Tenant; to compromise, release, substitute, exercise, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the



Liabilities, or any thereof, or with respect to any security of any kind held by Landlord at any time under any agreement or otherwise. The Liabilities of Guarantor shall not be affected, impaired or discharged, in whole or in part, by reason of payments by Tenant of all or a portion of the Liabilities, to the extent such payments shall be turned over as "voidable preferences" or otherwise required to be refunded or disgorged, or by reason of any action whatsoever taken by Landlord with respect to any security in which Landlord may at any time have any interest or against any other party liable for all or any part of the Liabilities.

2. Guarantor waives: (a) all notices, including but not limited to (i) notice of acceptance of this Guaranty, (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm or corporation held by Landlord as collateral security, and (iii) notice of any failure by Tenant to pay, perform or observe, as applicable, any of the Liabilities or of any Event of Default (as defined in the Lease); (b) all defenses, offsets and counterclaims which Guarantor may at any time have to any of the Liabilities, except to the extent the same is a valid defense, offset or counterclaim on the part of Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

3. Landlord may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Lease or subletting of the Premises shall operate to extinguish or diminish the liability of Guarantor hereunder.

4. The liability of Guarantor under this Guaranty shall be primary with respect to any right of action which shall accrue to Landlord under the Lease, and Landlord may, at its option, proceed against Guarantor without having to commence any action, or having obtained any judgment, against Tenant.

5. The Liabilities of Guarantor shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Tenant; (b) the proposal of or the consummation of a plan of reorganization concerning Tenant; (c) the assignment of Tenant's obligations under the Lease or any other or further sublease of any portion of the Premises, whether or not any such assignment or sublease is permitted under the Lease; or (d) except by reason of actual payment and performance of Tenant's obligations under the Lease, the discharge of the obligations of Tenant to Landlord.

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

7. The liability of Guarantor shall bind the respective representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord, its successors and assigns.

8. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Illinois without reference to the choice of law principles thereof. Guarantor hereby agrees to submit to the jurisdiction of any court of general jurisdiction sitting in the State of Illinois.

9. All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and delivered or mailed (by registered or certified mail, return receipt

requested, or reputable nationally recognized overnight courier service and postage prepaid), addressed to the respective parties, as follows:

(a) if to Guarantor:

Dialysis Care Center Holdings, LLC

\_\_\_\_\_  
\_\_\_\_\_

(b) if to Landlord:

National Shopping Plazas, Inc.  
200 West Madison Street, Suite 4200  
Chicago, Illinois 60606  
Attention: George D. Hanus, President

or to such other address as either party may hereunder designate, and shall be effective upon receipt.

10. Guarantor represents and warrants to Landlord that Guarantor has guaranteed all of the dialysis care center leases that have heretofore been entered into by Asim Shazzad or any of his affiliated entities.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and sealed as of the day and year first above written.

Dialysis Care Center Holdings, LLC, a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attachment 2

**Section 1, Identification, General Information, and certification**  
**Operating Entity/Licensee**

**Operating Identity/Licensee**

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

Exact Legal Name: Dialysis Care Center Hazel Crest, LLC			
Address: 15786 S. Bell Rd, Homer Glen, IL 60491			
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Other
<ul style="list-style-type: none"><li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li><li>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.</li><li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li></ul>			

Dialysis Care Center Hazel Crest, LLC ("Operator") will operate the proposed facility. A copy of Certificate of Good Standing is attached on the following page.

Section 1, Identification, General Information, and certification  
Operating Entity/Licensee

File Number

0664415-5



**To all to whom these Presents Shall Come, Greeting:**

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

DIALYSIS CARE CENTER HAZEL CREST LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 06, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1734DC3396 verifiable until 12/05/2018  
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 6TH day of DECEMBER A.D. 2017 .**

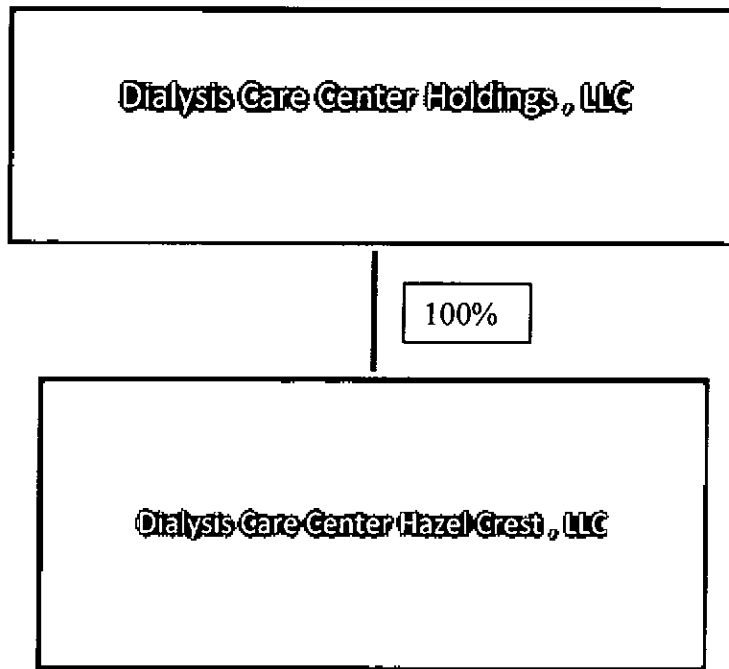
*Jesse White*

SECRETARY OF STATE

Attachment 3

**Section 1, Identification, General Information, and certification**  
**Organizational Relationships**

The following organizational chart shows the organization of Applicant, Co-Applicants, and their related parties. Attachment 4:



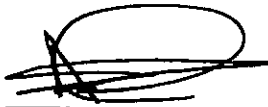
**Attachment 4**

**Section 1, Identification, General Information, and certification  
Flood Plain requirements**

The proposed location for the establishment of Dialysis Care Center Hazel Crest complies with the requirements of the Illinois Executive Order #2005-5. The site, 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429-2481, is not located in a flood plain, as can be seen on the FEMA flood plain map on the following page.

**Attestation**

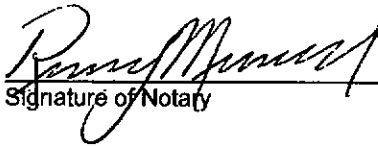
To the best of my knowledge, I attest that the proposed project is not in a flood plain area.



Asim M. Shazzad, Administrator

**Notarization:**

Subscribed and sworn to before me  
this 7 day of DECEMBER



Signature of Notary



Details | Basemap

Share | Print | Me

About | Content | Legend

Legend

NFHL (click to expand)

OMRs

Effective

OMAs

IRM Panels

XSS

River Mile Markers

Cross-Sections

Coastal Transsects

Base Flood Elevations

Profile Baselines

Transect Baselines

Limit of Moderate Wave Action

Coastal Barrier Resources System Area

Political Jurisdictions

Levees

General Structures

Flood Structure

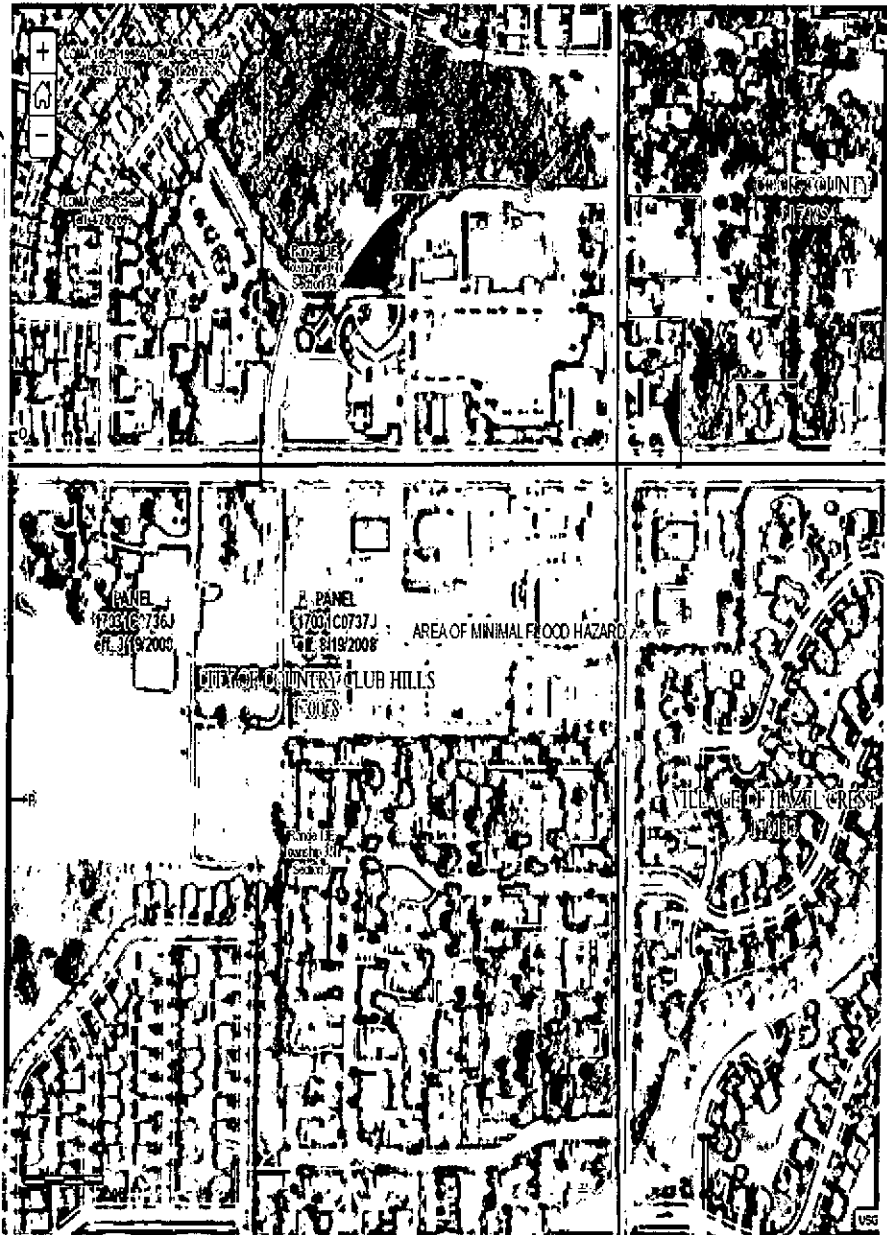
Bridge

Dam, Weir, Jetty

Other Structure

Viewer Control Panel

Navigation: Help | Terms of Use | Privacy | Contact Esri | Report Abuse | Contact Us



Attachment 5

**Section 1, Identification, General Information, and certification  
Historic Resources Preservation Act Requirements**

Dialysis Care Center Hazel Crest has submitted a request for determination that the proposed location is compliant with the Illinois State Agency Historic Resources Preservation Act. Please find attached a copy of a letter that was sent on November 27, 2017 to Illinois Department of Natural Resources, on the following page. Attachment 6:

The response to this letter will be submitted to the State Board when it is received.

Attachment 6





DIALYSIS CARE CENTER  
15786 S. BELL ROAD  
HOMER GLEN, IL 60491

November 27, 2017

Illinois Department of Natural Resources  
Office of Land Management  
Illinois State Historic Preservation Office  
Attn: Review and Compliance  
1 Natural Resources Way  
Springfield, IL 62702

**Re: CON – Lease to Establish an ESRD Facility**

**Dialysis Care Center Hazel Crest  
18325 S. Pulaski, Unit A/B  
Hazel Crest, IL 60429**

To whom it may concern:

The purpose of this letter is to inform you that we are requesting a letter that indicates that no historic, architectural or archeological site exist within the project facility located at 18325 S. Pulaski, Unit A/B, Hazel Crest, IL 60429. This location is in a single-story, free-standing building consisting of 9,900 sq. ft. The space we will occupy approximately 3,900 sq. ft. This space will be under interior renovation. Dialysis Care Center Hazel Crest will not be conducting any construction apart from the interior. I am attaching the following:

- Office space information
- Two (2) maps clearly indicating project location, based off Google Maps

Should you require any additional information and/or documentation, please feel free to contact me.

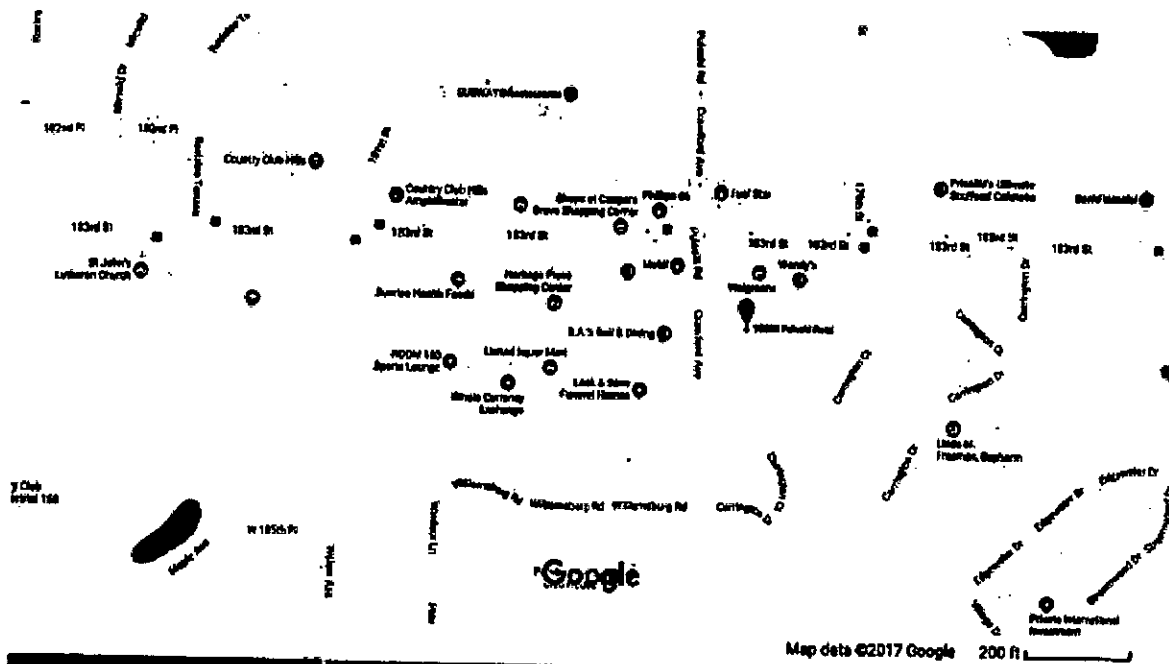
I sincerely appreciate your assistance with this request and ask that you please mail the requested letter of compliance with the requirements of the Historic Resources Preservation Act to the above listed address of 15786 S. Bell Rd., Homer Glen, IL 60491. If you have any questions, please feel free to contact me directly at (708) 737-7200.

Respectfully submitted,

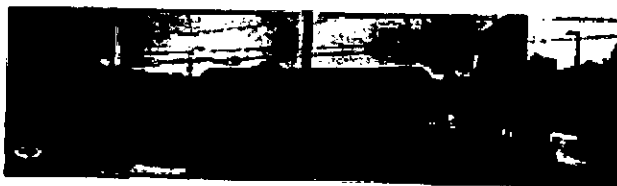
Asim Shazzad  
Administrator  
Enclosure(s)

Attachment 6

# Google Maps 18325 Pulaski Rd



**18325 Pulaski Rd**  
Hazel Crest, IL 60429



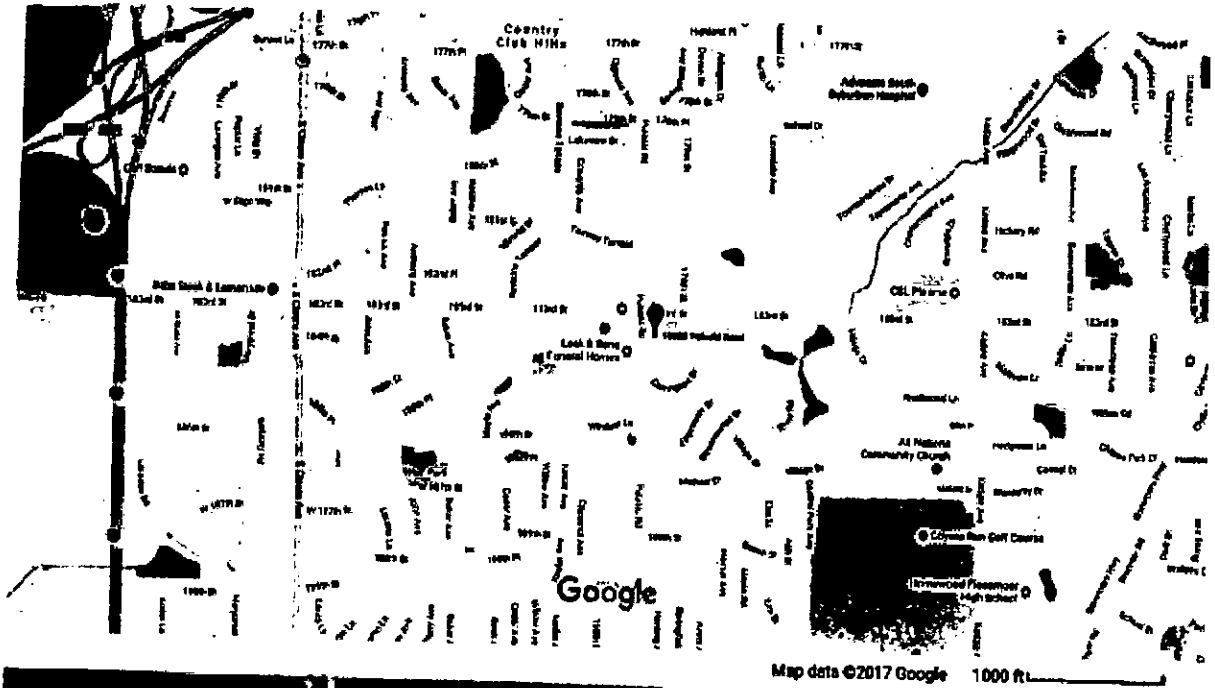
At this location

**Advance Auto Parts**  
4.0 ★★★★★ (18)



<https://www.google.com/maps/place/18325+Pulaski+Rd,+Hazel+Crest,+IL+60429/@41.5561858,-87.7150857,17z/data=!3m1!1e3m1!1e0x880e...> 1/2

# Google Maps 18325 Pulaski Rd



**18325 Pulaski Rd**  
Hazel Crest, IL 60429



At this location

**Advance Auto Parts**  
4.0 ★★★★★ (18)



<https://www.google.com/maps/place/18325+Pulaski+Rd,+Hazel+Crest+IL+60429/@41.6581058,-89.3420000,15z>

**Section 1, Identification, General Information, and certification  
Project Costs and sources of funds**

**Table 1120.110**

<b>Project Costs</b>	<b>Clinical</b>	<b>Non-Clinical</b>	<b>Total</b>
New Construction Contracts	487,500.00		487,500.00
Contingencies	60,000.00		60,000.00
Architectural/Engineering Fees	45,000.00		45,000.00
<b>Moveable and Other Equipment</b>			
Communications	11,000.00		11,000.00
Water Treatment	160,000.00		160,000.00
Clinical Furniture	18,000.00		18,000.00
Bio-Medical Equipment	13,500.00		13,500.00
Clinical Equipment	165,500.00		165,500.00
Office Furniture	23,000.00		23,000.00
Office Equipment	29,000.00		29,000.00
<b>Total Moveable and Other Equipment</b>	<u>420,000.00</u>		<u>420,000.00</u>
Fair Market Value of Leased Space	426,335.20		426,335.20
<b>Total Project Cost</b>	<u>1,438,835.20</u>		<u>1,438,835.20</u>

**Section 1, Identification, General Information, and certification  
Project Status and completion schedules**

The Applicants anticipate project completion within approximately 19 months of project approval.

The Letter of Intent and lease provided on Attachment 2 provides the project will start after permit issuance.

**Section 1, Identification, General Information, and certification**

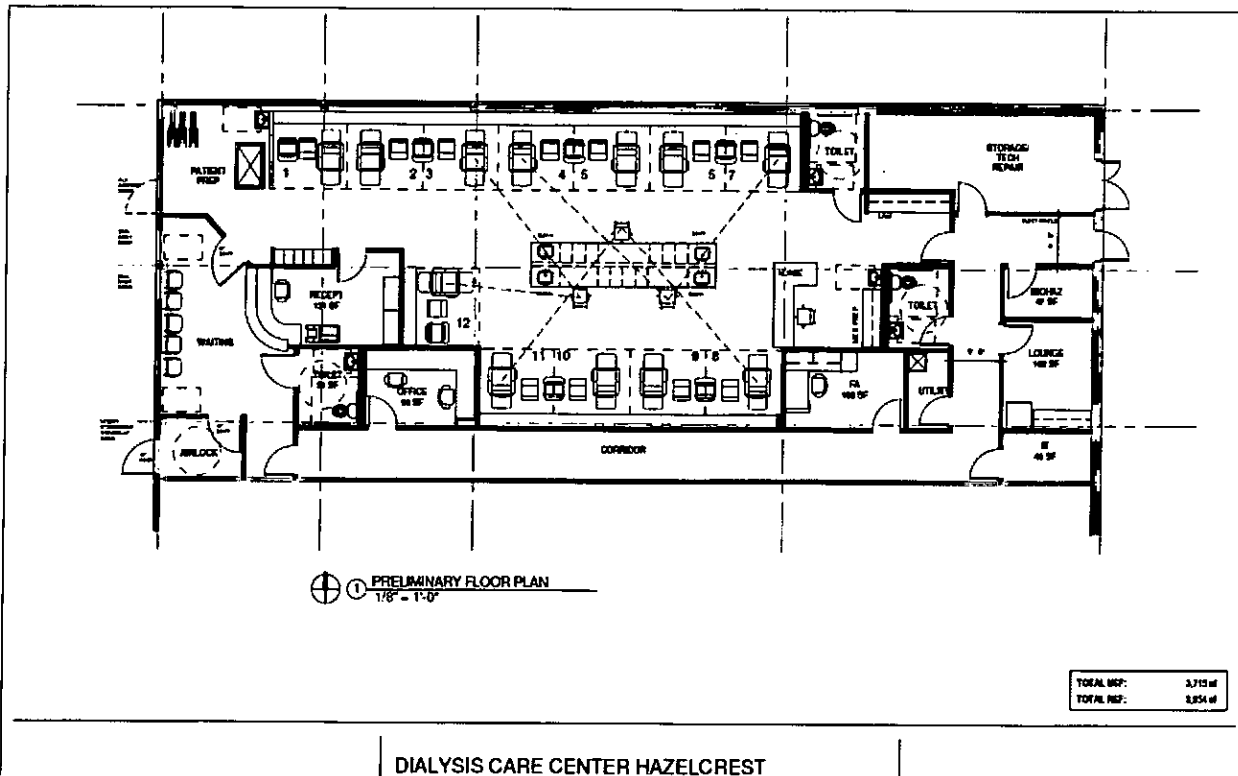
**Cost Space Requirements**

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
In-center Hemodialysis	\$1,438,835	3,900			3,900		
Total Clinical	\$1,438,835	3,900			3,900		
<b>NON REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>	<b>\$1,438,835</b>	<b>3,900</b>			<b>3,900</b>		

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

**Section 1, Identification, General Information, and certification**  
**Project Status and Completion Schedules**  
**Schematic floor plan**



**SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS**

**BACKGROUND OF THE APPLICANT**

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for the establishment of Dialysis Care Center Hazel Crest, 12-station in-center hemodialysis facility to be located at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429.

Dialysis Care Center Hazel Crest and Dialysis Care Center Holdings is 100% physician owned and operated. The two physicians below equally own the entities.

1. Morufu Alausa M.D.
2. Sameer M. Shafi M.D.

Both aforementioned physicians have earned recognition with America's Best Physicians for their excellence in providing care for ESRD patients and innovative contributions to the nephrology community overall.

Dialysis Care Center focuses on a 360-degree approach to improving patient health outcomes and providing a medical home for ESRD patients. Included in this care approach is an emphasis on one-on-one attention from our qualified medical staff and a cutting-edge educational program, known as Staff Enhanced Hemodialysis (SEH).

One-on-one attention from our CCHT and BONENT certified technicians and experienced dialysis nurses is achieved through maintaining facilities that have a lower number of stations. Such facilities create an environment for our medical staff to adequately and efficiently monitor patients throughout the entire hemodialysis treatment process. Additionally, such an atmosphere facilitates the creation of quality patient-provider relationships, contributing to construction of a medical home for ESRD patients.

Our continuing educational program, SEH, gives our medical staff, namely, our Clinical Certified Hemodialysis Technicians (CCHTs), more opportunity to connect with patients who visit our facilities for treatment. The program, which covers topics such as fluid management, vascular access management, anemia management, depression, dialysis adequacy and nutrition, is facilitated by our CCHTs, further allowing them to create these meaningful, improved outcome-driving relationships. Of course, this program also empowers patients with critical knowledge to help them better manage of their health, thus reducing hospitalizations and morbidity and mortality.

Attachment-11



With ESRD being the fastest growing cause of hospitalizations and the fifth leading cause of hospital readmissions, our care model additionally has carefully built-in patient interventions to reduce hospitalizations overall. Dialysis Care Center has been recognized by surrounding local hospitals in providing an excellent continuum of care to patients.

Dialysis Care Center provides:

- multiple physician visits within 30 days post-hospitalization,
- 100% medication reconciliation upon hospital discharge,
- renowned and open communication between our nursing/medical staff and hospital discharge planners,
- continuation of antibiotics and other hospital infusive therapies.

The addition of such interventions in Dialysis Care Center's in-center hemodialysis program have been shown to contribute to a strong, consistent, and community-based continuum of care.

Consistency is also implemented internally at Dialysis Care Center, using Clarity, an electronic health record (EHR) created specifically for dialysis clinics. Clarity allows all our medical staff an open line of communication regarding real-time progress to efficiently address patient needs.

Attachment-11

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS  
Certification and Authorization

**Dialysis Care Center Hazel Crest, LLC**

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

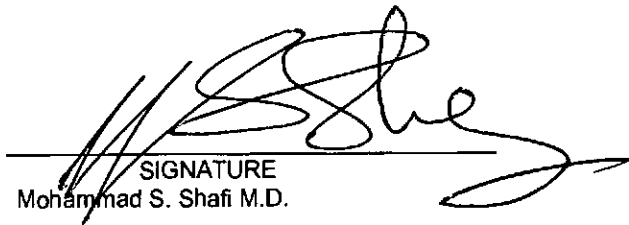
In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for certificate Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or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



SIGNATURE  
Morufu O Alausa M.D.

PRINTED NAME  
CEO /President

PRINTED TITLE



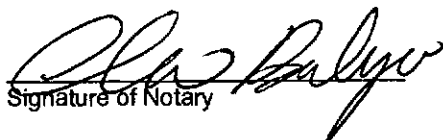
SIGNATURE  
Mohammad S. Shafi M.D.

PRINTED NAME  
Vice President

PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017

Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017

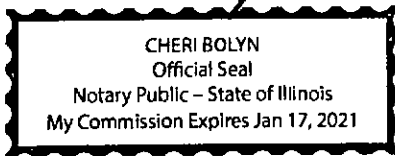


Signature of Notary

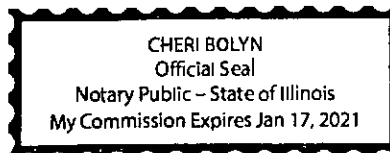


Signature of Notary

Seal



Seal



SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS  
Certification and Authorization

**Dialysis Care Center Holdings, LLC**

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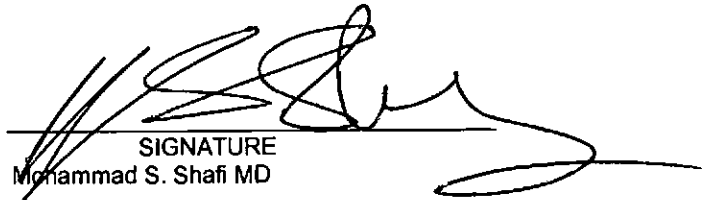
In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for certificate Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or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



SIGNATURE  
Morufu Alausa M.D.

PRINTED NAME  
CEO /President

PRINTED TITLE

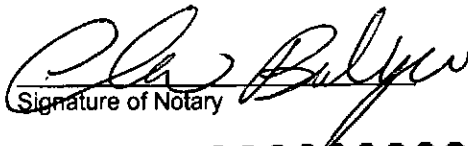


SIGNATURE  
Mohammad S. Shafi MD

PRINTED NAME  
Vice President

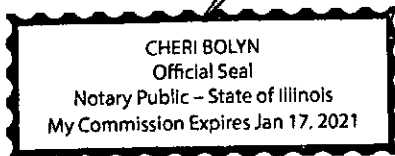
PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017



Signature of Notary

Seal

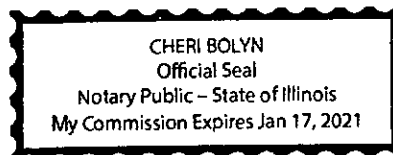


Notarization:  
Subscribed and sworn to before me  
this 7<sup>th</sup> day of Dec 2017



Signature of Notary

Seal



### SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

#### Purpose of the project

The purpose of this project is to create additional life-sustaining dialysis accessibility to the large, growing population of ESRD patients in the HSA 7 market area specifically Hazel Crest and Cook County residents. This project will address the current State Board-determined need for additional hemodialysis stations needed in planning area, HSA 7.

The only two dialysis facilities in Hazel Crest are both currently operating at a very high utilization, both above the state standard utilization rates. The only two ESRD Facilities in Hazel Crest, IL are listed below.

1. DaVita, RCG Hazel Crest, IL = Operating at 85.83%
2. Fresenius Hazel Crest, IL = Operating at 82.29%

As of November 8, 2017, the Illinois State Board has determined that 51 additional stations would be needed in HSA 7 to address the growing dialysis needs of that particular community. The proposed facility would provide 12 of those stations needed to accommodate ESRD patients. Not only would Dialysis Care Center Hazel Crest simply be fulfilling a number of stations to provide dialysis, but would be providing quality, patient-centered healthcare and education to patients using our facility. Dialysis Care Center Hazel Crest would be providing quality, patient-centered healthcare and education to patients using our facility.

It is our priority that every patient concern is addressed and resolved in a timely fashion. The complete physician ownership of our organization allows that our physicians have total independence to make crucial clinical decisions that maximize positive patient outcomes. Our organization recognizes that patient outcomes and satisfaction are the building blocks of successful healthcare, which is why we require that quality of care is our first priority over profitability concerns.

The addition of Dialysis Care Center Hazel Crest in this community will provide additional treatment options for patients in the specific market area, as well as for patients in Cook County overall, and other surrounding cities. The market area to be served by the applicant is approximately within a 20-mile radius of the proposed facility location.

As of 2010, the total population of Cook County was 5.195 million, while the population of the City of Hazel Crest was 14,100. Historically, these areas have seen a tremendous and concerning growth of ESRD patients, as indicated by the 70-80% utilization of most ESRD facilities in the surrounding area. This project will aid in addressing the clear and crucial needs of this community for hemodialysis treatment options.

It is an established criterion for patients who require chronic dialysis treatments to have convenient and adequate access to services, as these conditions result in fewer health

complications for patients and reduce healthcare costs to patients and payers alike. The new in-center clinic, Dialysis Care Center Hazel Crest, will allow patients increased access to dialysis services within a reasonable travel distances from home, while avoiding significant highway travel.

It is expected that Dialysis Care Center Hazel Crest, once operational, will meet and possibly exceed clinical outcome expectations set by the Renal Network and the Centers for Medicare and Medicaid Services. Such expectations address Kt/V Dialysis Adequacy, Access Type, the Standardized Transfusion Ratio (STrR) and Hypercalcemia.

#### **Source Information**

Data Access and Dissemination Systems (DADS). (2010, October 05). Your Geography Selections. Retrieved December 06, 2017 27, 2017, from <https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

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from

<https://www.illinois.gov/sites/hfsrb/InventoriesData/MonthlyHCFInventory/Documents/OTHER%20SERVICES%20INVENTORY%20UPDATE%20September%2027%202017.pdf>

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS  
Purpose of the project

REVISED NEED DETERMINATIONS  
 11/8/2017

ESRD STATIONS				
ESRD SERVICE AREAS	APPROVED EXISTING STATIONS	CALCULATED STATION NEED 2020	ADDITIONAL STATIONS NEEDED 2020	EXCESS ESRD STATIONS 2020
HSA 1	196	192	0	4
HSA 2	175	159	0	16
HSA 3	179	155	0	24
HSA 4	191	186	0	5
HSA 5	191	166	0	25
HSA 6	1,266	1,353	87	0
HSA 7	1,379	1,430	51	0
HSA 8	437	427	0	10
HSA 9	276	301	25	0
HSA 10	96	78	0	18
HSA 11	227	212	0	15
<b>ILLINOIS TOTAL</b>	<b>4,613</b>	<b>4,659</b>	<b>163</b>	<b>117</b>

U.S. Census Bureau



DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/dpst.pdf>.

Geography: Cook County, Illinois

Subject	Number	Percent
<b>SEX AND AGE</b>		
Total population	5,104,675	100.0
Under 5 years	342,493	6.6
5 to 9 years	331,837	6.4
10 to 14 years	339,576	6.5
15 to 19 years	360,190	6.9
20 to 24 years	372,503	7.2
25 to 29 years	435,510	8.4
30 to 34 years	396,053	7.6
35 to 39 years	362,415	7.0
40 to 44 years	347,380	6.7
45 to 49 years	357,556	6.9
50 to 54 years	359,507	6.9
55 to 59 years	312,366	6.0
60 to 64 years	256,980	4.9
65 to 69 years	183,907	3.5
70 to 74 years	140,614	2.7
75 to 79 years	112,278	2.2
80 to 84 years	92,153	1.8
85 years and over	91,377	1.8
Median age (years)	35.3	(X)
16 years and over	4,108,636	79.1
18 years and over	3,902,395	76.3
21 years and over	3,750,384	72.2
62 years and over	766,376	14.8
65 years and over	620,329	11.9
<b>Male population</b>	<b>2,514,314</b>	<b>48.4</b>
Under 5 years	174,153	3.4
5 to 9 years	168,600	3.2
10 to 14 years	172,848	3.3
15 to 19 years	183,431	3.5
20 to 24 years	184,641	3.6
25 to 29 years	214,382	4.1
30 to 34 years	197,362	3.8
35 to 39 years	179,623	3.5
40 to 44 years	172,025	3.3
45 to 49 years	174,306	3.4
50 to 54 years	172,628	3.3
55 to 59 years	148,009	2.8
60 to 64 years	119,841	2.3

Subject	Number	Percent
65 to 69 years	82,698	1.6
70 to 74 years	60,220	1.2
75 to 79 years	46,108	0.9
80 to 84 years	35,103	0.7
85 years and over	28,138	0.5
Median age (years)	34.0	(X)
18 years and over	1,962,021	37.8
18 years and over	1,886,989	36.3
21 years and over	1,779,937	34.3
62 years and over	320,111	6.2
65 years and over	252,265	4.9
Female population	2,680,381	51.0
Under 5 years	168,340	3.2
5 to 9 years	163,237	3.1
10 to 14 years	166,728	3.2
15 to 19 years	176,750	3.4
20 to 24 years	187,662	3.6
25 to 29 years	221,128	4.3
30 to 34 years	188,891	3.6
35 to 39 years	182,792	3.5
40 to 44 years	175,355	3.4
45 to 49 years	183,250	3.5
50 to 54 years	186,879	3.6
55 to 59 years	164,357	3.2
60 to 64 years	137,119	2.6
65 to 69 years	101,208	1.9
70 to 74 years	80,394	1.5
75 to 79 years	66,170	1.3
80 to 84 years	57,050	1.1
85 years and over	63,241	1.2
Median age (years)	36.6	(X)
18 years and over	2,146,015	41.3
18 years and over	2,075,426	40.0
21 years and over	1,970,447	37.9
62 years and over	446,265	8.6
65 years and over	368,064	7.1
<b>RACE</b>		
Total population	5,194,675	100.0
One Race	5,062,905	97.5
White	2,877,212	55.4
Black or African American	1,287,767	24.8
American Indian and Alaska Native	21,550	0.4
Asian	322,672	6.2
Asian Indian	93,730	1.8
Chinese	62,302	1.2
Filipino	64,349	1.2
Japanese	11,446	0.2
Korean	37,008	0.7
Vietnamese	13,522	0.3
Other Asian [1]	40,225	0.8
Native Hawaiian and Other Pacific Islander	1,724	0.0
Native Hawaiian	430	0.0
Guamanian or Chamorro	642	0.0
Samoan	202	0.0



Subject	Number	Percent
Other Pacific Islander [2]	550	0.0
Some Other Race	551,971	10.8
Two or More Races	131,770	2.5
White; American Indian and Alaska Native [3]	9,552	0.2
White; Asian [3]	26,660	0.5
White; Black or African American [3]	21,706	0.4
White; Some Other Race [3]	38,210	0.7
Race alone or in combination with one or more other races: [4]		
White	2,982,285	57.4
Black or African American	1,331,016	25.8
American Indian and Alaska Native	45,040	0.9
Asian	362,928	7.0
Native Hawaiian and Other Pacific Islander	6,393	0.1
Some Other Race	608,004	11.7
HISPANIC OR LATINO		
Total population	5,194,675	100.0
Hispanic or Latino (of any race)	1,244,762	24.0
Mexican	961,963	18.5
Puerto Rican	133,882	2.6
Cuban	13,679	0.3
Other Hispanic or Latino [5]	135,238	2.6
Not Hispanic or Latino	3,949,913	76.0
HISPANIC OR LATINO AND RACE		
Total population	5,194,675	100.0
Hispanic or Latino	1,244,762	24.0
White alone	598,854	11.5
Black or African American alone	21,969	0.4
American Indian and Alaska Native alone	14,977	0.3
Asian alone	3,803	0.1
Native Hawaiian and Other Pacific Islander alone	681	0.0
Some Other Race alone	544,220	10.5
Two or More Races	60,338	1.2
Not Hispanic or Latino	3,949,913	76.0
White alone	2,278,358	43.9
Black or African American alone	1,265,778	24.4
American Indian and Alaska Native alone	6,682	0.1
Asian alone	318,809	6.1
Native Hawaiian and Other Pacific Islander alone	1,043	0.0
Some Other Race alone	7,751	0.1
Two or More Races	71,432	1.4
RELATIONSHIP		
Total population	5,194,675	100.0
In households	5,104,393	98.3
Householder	1,968,356	37.9
Spouse [6]	803,942	15.5
Child	1,555,503	29.9
Own child under 18 years	1,039,320	20.0
Other relatives	472,552	9.1
Under 18 years	173,533	3.3
65 years and over	60,016	1.2
Nonrelatives	306,040	5.9
Under 18 years	15,878	0.3
65 years and over	11,736	0.2
Unmarried partner	128,099	2.5
In group quarters	90,282	1.7

Subject	Number	Percent
Institutionalized population	45,749	0.9
Male	25,715	0.5
Female	20,034	0.4
Noninstitutionalized population	44,633	0.9
Male	22,621	0.4
Female	21,012	0.4
<b>HOUSEHOLDS BY TYPE</b>		
Total households	1,966,358	100.0
Family households (families) [7]	1,211,420	61.6
With own children under 18 years	549,892	28.0
Husband-wife family	803,942	40.9
With own children under 18 years	381,549	18.4
Male householder, no wife present	101,003	5.1
With own children under 18 years	39,181	2.0
Female householder, no husband present	306,475	15.6
With own children under 18 years	148,162	7.6
Nonfamily households [7]	754,938	38.4
Householder living alone	609,582	31.0
Male	267,067	13.6
65 years and over	54,377	2.8
Female	342,515	17.4
65 years and over	133,664	6.8
Households with individuals under 18 years	631,389	32.1
Households with individuals 65 years and over	487,627	23.8
Average household size	2.60	(X)
Average family size [7]	3.34	(X)
<b>HOUSING OCCUPANCY</b>		
Total housing units	2,180,350	100.0
Occupied housing units	1,966,356	90.2
Vacant housing units	214,003	9.8
For rent	87,844	4.0
Rented, not occupied	4,180	0.2
For sale only	35,879	1.6
Sold, not occupied	6,136	0.3
For seasonal, recreational, or occasional use	14,225	0.7
All other vacants	85,740	3.9
Homeowner vacancy rate (percent) [8]	3.0	(X)
Rental vacancy rate (percent) [9]	9.6	(X)
<b>HOUSING TENURE</b>		
Occupied housing units	1,966,356	100.0
Owner-occupied housing units	1,143,857	58.2
Population in owner-occupied housing units	3,116,535	(X)
Average household size of owner-occupied units	2.72	(X)
Renter-occupied housing units	822,499	41.8
Population in renter-occupied housing units	1,987,858	(X)
Average household size of renter-occupied units	2.42	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six



DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/dps1.pdf>.

Geography: Hazel Crest village, Illinois

Subject	Number	Percent
<b>SEX AND AGE</b>		
Total population	14,100	100.0
Under 5 years	870	6.2
5 to 9 years	969	7.0
10 to 14 years	1,205	8.5
15 to 19 years	1,349	9.6
20 to 24 years	867	6.1
25 to 29 years	738	5.2
30 to 34 years	765	5.4
35 to 39 years	879	6.2
40 to 44 years	895	6.3
45 to 49 years	987	7.0
50 to 54 years	1,071	7.6
55 to 59 years	957	6.8
60 to 64 years	806	5.7
65 to 69 years	574	4.1
70 to 74 years	375	2.7
75 to 79 years	253	1.8
80 to 84 years	201	1.4
85 years and over	321	2.3
Median age (years)	36.7	(X)
16 years and over	10,741	76.2
18 years and over	10,187	72.1
21 years and over	9,459	67.2
62 years and over	2,171	15.4
65 years and over	1,724	12.2
<b>Male population</b>		
Under 5 years	419	3.0
5 to 9 years	501	3.6
10 to 14 years	598	4.2
15 to 19 years	674	4.8
20 to 24 years	430	3.1
25 to 29 years	336	2.4
30 to 34 years	335	2.4
35 to 39 years	367	2.6
40 to 44 years	356	2.5
45 to 49 years	423	3.0
50 to 54 years	435	3.1
55 to 59 years	396	2.8
60 to 64 years	345	2.4

Subject	Number	Percent
65 to 69 years	228	1.6
70 to 74 years	188	1.2
75 to 79 years	104	0.7
80 to 84 years	75	0.5
85 years and over	95	0.7
Median age (years)	32.7	(X)
16 years and over	4,631	32.6
18 years and over	4,349	30.8
21 years and over	3,904	28.3
62 years and over	873	6.2
65 years and over	871	4.8
Female population	7,808	56.4
Under 5 years	451	3.2
5 to 9 years	488	3.5
10 to 14 years	607	4.3
15 to 19 years	876	4.8
20 to 24 years	431	3.1
25 to 29 years	400	2.8
30 to 34 years	430	3.0
35 to 39 years	512	3.6
40 to 44 years	539	3.8
45 to 49 years	564	4.0
50 to 54 years	638	4.5
55 to 59 years	561	4.0
60 to 64 years	461	3.3
65 to 69 years	345	2.4
70 to 74 years	207	1.5
75 to 79 years	149	1.1
80 to 84 years	126	0.9
85 years and over	228	1.6
Median age (years)	39.1	(X)
16 years and over	8,110	49.3
18 years and over	5,818	41.3
21 years and over	5,475	38.8
62 years and over	1,298	9.2
65 years and over	1,053	7.5
<b>RACE</b>		
Total population	14,100	100.0
One Race	13,812	98.0
White	1,443	10.2
Black or African American	12,009	85.2
American Indian and Alaska Native	33	0.2
Asian	92	0.7
Asian Indian	15	0.1
Chinese	9	0.1
Filipino	31	0.2
Japanese	2	0.0
Korean	11	0.1
Vietnamese	11	0.1
Other Asian (1)	13	0.1
Native Hawaiian and Other Pacific Islander	0	0.0
Native Hawaiian	0	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0

Subject	Number	Percent
Other Pacific Islander [2]	0	0.0
Some Other Race	235	1.7
Two or More Races	288	2.0
White; American Indian and Alaska Native [3]	18	0.1
White; Asian [3]	8	0.1
White; Black or African American [3]	102	0.7
White; Some Other Race [3]	10	0.1
Race alone or in combination with one or more other races [4]		
White	1,623	11.5
Black or African American	12,238	86.8
American Indian and Alaska Native	118	0.8
Asian	140	1.0
Native Hawaiian and Other Pacific Islander	3	0.0
Some Other Race	301	2.1
HISPANIC OR LATINO		
Total population	14,100	100.0
Hispanic or Latino (of any race)	527	3.7
Mexican	407	2.9
Puerto Rican	60	0.4
Cuban	18	0.1
Other Hispanic or Latino [5]	42	0.3
Not Hispanic or Latino	13,573	96.3
HISPANIC OR LATINO AND RACE		
Total population	14,100	100.0
Hispanic or Latino	527	3.7
White alone	174	1.2
Black or African American alone	74	0.5
American Indian and Alaska Native alone	7	0.0
Asian alone	1	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	215	1.5
Two or More Races	56	0.4
Not Hispanic or Latino	13,573	96.3
White alone	1,289	9.0
Black or African American alone	11,035	84.6
American Indian and Alaska Native alone	28	0.2
Asian alone	81	0.6
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	20	0.1
Two or More Races	232	1.6
RELATIONSHIP		
Total population	14,100	100.0
In households	14,067	99.8
Householder	5,003	35.5
Spouse [6]	1,805	12.8
Child	4,981	35.2
Own child under 18 years	2,992	21.2
Other relatives	1,735	12.3
Under 18 years	678	6.2
65 years and over	179	1.3
Nonrelatives	583	4.0
Under 18 years	52	0.4
65 years and over	28	0.2
Unmarried partner	285	2.0
In group quarters	33	0.2

Subject	Number	Percent
Institutionalized population	12	0.1
Male	3	0.0
Female	9	0.1
Noninstitutionalized population	21	0.1
Male	10	0.1
Female	11	0.1
<b>HOUSEHOLDS BY TYPE</b>		
Total households	5,003	100.0
Family households (families) [7]	3,562	71.2
With own children under 18 years	1,558	31.1
Husband-wife family	1,805	36.1
With own children under 18 years	673	13.5
Male householder, no wife present	307	6.1
With own children under 18 years	129	2.6
Female householder, no husband present	1,450	29.0
With own children under 18 years	756	15.1
Nonfamily households [7]	1,441	28.8
Householder living alone	1,268	25.3
Male	443	8.9
65 years and over	142	2.8
Female	825	16.5
65 years and over	404	8.1
Households with individuals under 18 years	1,971	39.4
Households with individuals 65 years and over	1,376	27.5
Average household size	2.81	(X)
Average family size [7]	3.39	(X)
<b>HOUSING OCCUPANCY</b>		
Total housing units	5,431	100.0
Occupied housing units	5,003	92.1
Vacant housing units	428	7.9
For rent	137	2.5
Rented, not occupied	3	0.1
For sale only	109	2.0
Sold, not occupied	24	0.4
For seasonal, recreational, or occasional use	6	0.1
All other vacants	148	2.7
Homeowner vacancy rate (percent) [8]	2.9	(X)
Rental vacancy rate (percent) [9]	9.3	(X)
<b>HOUSING TENURE</b>		
Occupied housing units	5,003	100.0
Owner-occupied housing units	3,668	73.3
Population in owner-occupied housing units	10,278	(X)
Average household size of owner-occupied units	2.80	(X)
Renter-occupied housing units	1,335	26.7
Population in renter-occupied housing units	3,789	(X)
Average household size of renter-occupied units	2.84	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six

## SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

### Alternatives to the project

We have considered three options prior to determining the establishment of a 12-station dialysis facility

1. Increasing or reducing the scope and size of the project
2. Pursuing a joint venture for the establishment of a new facility
3. Using existing facilities

After exploring these options, which are discussed in more detail below, we determined to establish a 12-station dialysis facility. Discussed is a review of each of the options considered and the reasons they were rejected.

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

The only option other than what was proposed in the application, would entail a lesser scope and cost than the project proposed in this application would be to do nothing, which was considered. **This option, however, does not address the overutilization of current stations in Hazel Crest, IL.** To do nothing would cause existing area facilities to reach or exceed capacity as patient access declines in this HSA defined zone. There is no cost to this alternative.

The proposed facility that is identified for Dialysis Care Center Hazel Crest is a shell ready facility. By using this site, the costs associated with this project are significantly lower compared to other ESRD projects brought to the board. This cost-effective method will ensure the need for the additional stations are met with a reduced cost for the facility.

#### Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or portion of the projects intended purposes; developing alternative settings to meet all or a portion of the projects intended purposes.

Section is not applicable as this facility is 100% owned and operated directly by the physicians working in the area.

#### Physician owned and managed compared to corporate owned facilities.

There are currently no solely physician owned ESRD facilities in the area. The Medical Director and the physician partners identified that will refer their ESRD patients to Dialysis Care Center Hazel Crest have no current options where they can refer their patients in which they have the independence they need to make quality clinical decisions and can focus on maximizing patient care.

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

Utilizing other health care ESRD facilities was considered but there is no alternative. As mentioned there are no physician-owned ESRD facilities in the area where the physicians have the independence they need to improve the quality indicators set by the Board's criteria on quality. It is expected that the facility will exceed the clinical outcomes that meet all network, Centers for Medicare and Medicaid Services clinical goals established.

Alternatives  
Attachment-13

Reasons why the chosen alternatives were selected.

The project utilizes space that will be leased, as opposed to building a new facility from ground up. The cost of the proposed project is a fraction of the cost of developing a new facility. We expect to spend less than the average in renovation costs on a space of 3,900 sq. ft. Beyond that, the only additional cost would be to provide the equipment needed to provide dialysis services. We believe that this is a very substantial cost-effective alternative that will meet the need.

This we believe is the most efficient long-term solution to maintaining access to dialysis services in the Hazel Crest area, and to accommodate the need of the growing population in HSA 7.

We believe that the proposed project meets the HFPB goals of providing health care services in the most cost effective manner.

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

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. It is expected that this facility will exceed the quality expectations set by the Board.



**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**  
**Size of Project**

As seen in the chart below, the state standard is 360-520 gross square feet per dialysis station for a total of 3,500-6,240 gross square feet for 12 stations. The project is being accomplished in leased space within the state guidelines, at 325 DGSF per station. The total proposed gross square footage of the clinical space of the proposed Dialysis Care Center Hazel Crest is 3,900 of contiguous rentable square feet or 325GSF per station. Accordingly, the proposed facility meets the State standard per station.

<b>Dept. / Service</b>	<b>Proposed BGSF/DGSF</b>	<b>State Standard</b>	<b>Difference</b>	<b>Met Standard?</b>
ESRD In-center Hemodialysis	3,900 (12 Stations)	360- 520 DGSF	N/A	Yes

Size of Project  
Attachment-14

**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**  
**Project Service Utilization**

Our Nephrologist has identified 79 pre-ESRD patients (a total of 98 patients before accounting for a 20% patient loss prior to dialysis commencement) with lab values indicative of active kidney failure who live in HSA 7, in Hazel Crest, and in surrounding areas. These individuals are expected to require dialysis services in the first two years after the Dialysis Care Center Hazel Crest facility begins operations.

<b>UTILIZATION</b>					
	<b>DEPT./ SERVICE</b>	<b>HISTORICAL UTILIZATION</b>	<b>PROJECTED UTILIZATION</b>	<b>STATE STANDARD</b>	<b>MET STANDARD?</b>
	<b>IN-CENTER HEMODIALYSIS</b>	<b>N/A PROPOSED FACILITY</b>		<b>80%</b>	
<b>YEAR 1</b>	<b>IN-CENTER HEMODIALYSIS</b>		<b>67%</b>	<b>80%</b>	<b>NO</b>
<b>YEAR 2</b>	<b>IN-CENTER HEMODIALYSIS</b>		<b>80%</b>	<b>80%</b>	<b>YES</b>

**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**  
**Unfinished or Shell Space**

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

Attachment-16

**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**  
**Assurances**

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

Attachment-17

## **SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

In-Center Hemodialysis

Criterion 1110.1430(b)(1), Planning area need

Dialysis Care Center Hazel Crest will be located in HSA 7, where the current 2 existing facilities are above state standard utilization rates. Below please find information regarding the only two ESRD facilities in Hazel Crest and their respective utilization rates.

1. DaVita, RCG Hazel Crest, IL = Operating at 85.83%

2. Fresenius Hazel Crest, IL = Operating at 82.29%

As of November 8, 2017, the Illinois State Board has determined that 51 additional stations would be needed in HSA 7 to address the growing dialysis needs of that particular community. The proposed facility would provide 12 of those stations needed to accommodate ESRD patients. Not only would Dialysis Care Center Hazel Crest simply be fulfilling a number of stations to provide dialysis, but would be providing quality, patient-centered healthcare and education to patients using our facility. Dialysis Care Center Hazel Crest would be providing quality, patient-centered healthcare and education to patients using our facility.

Planning Area Need  
Attachment-24

**SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

In-Center Hemodialysis

Criterion 1110.1430(b)(1), Planning area need

**REVISED NEED DETERMINATIONS**

11/8/2017

**ESRD STATIONS**

ESRD SERVICE AREAS	APPROVED EXISTING STATIONS	CALCULATED STATION NEED 2020	ADDITIONAL STATIONS NEEDED 2020	EXCESS ESRD STATIONS 2020
HSA 1	196	192	0	4
HSA 2	175	159	0	16
HSA 3	179	155	0	24
HSA 4	191	186	0	5
HSA 5	191	166	0	25
HSA 6	1,266	1,353	87	0
HSA 7	1,379	1,430	51	0
HSA 8	437	427	0	10
HSA 9	276	301	25	0
HSA 10	96	78	0	18
HSA 11	227	212	0	15
<b>ILLINOIS TOTAL</b>	<b>4,613</b>	<b>4,659</b>	<b>163</b>	<b>117</b>

Planning Area Need  
Attachment-24

## **SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

In-Center Hemodialysis

Service to Planning area residents

The primary purpose of this project is to ensure that the ESRD patient population of the greater Hazel Crest area, market area, and planning area of HSA 7 has access to life sustaining dialysis.

We anticipate that well over 90% of Dialysis Care Center Hazel Crest will be residents of the planning area HSA 7.

## **SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

In-Center Hemodialysis

Service Demand- Establishment of Category of services

The most recent available Illinois Department of Public Health ESRD data, dated November 8, 2017, shows that HSA 7 has a determined need of 51 additional stations.

Additionally, Hazel Crest has currently only 2 ESRD facilities, both operating at above 80% utilization rate. Dialysis Care Center Hazel Crest will help better provide for the dialysis needs of this community by making the additional stations available to the ESRD Patients.

As shown in our Medical Director's referral letter and other estimates made by Nephrologists practicing in the Hazel Crest area, our physicians anticipate approximately 79 patients conservatively, based upon attrition due to patient death, transplant, or return of function, will be referred to the proposed facility in the next 12 to 24 months.

All these patients reside within 30 minutes or 20 miles of the proposed facility.

Attachment-24



## **Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

Planning area need – Service Accessibility

As set forth throughout this application, the proposed ESRD facility is needed to maintain access to life-sustaining dialysis for patients in the greater Hazel Crest area. Dialysis Care Center Hazel Crest is necessary to provide essential care to ESRD patients in the community. This facility will better accommodate the current and future demand for dialysis services and ensure dialysis services are accessible to the greater Hazel Crest Community and HSA 7 area.

Attachment-24

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

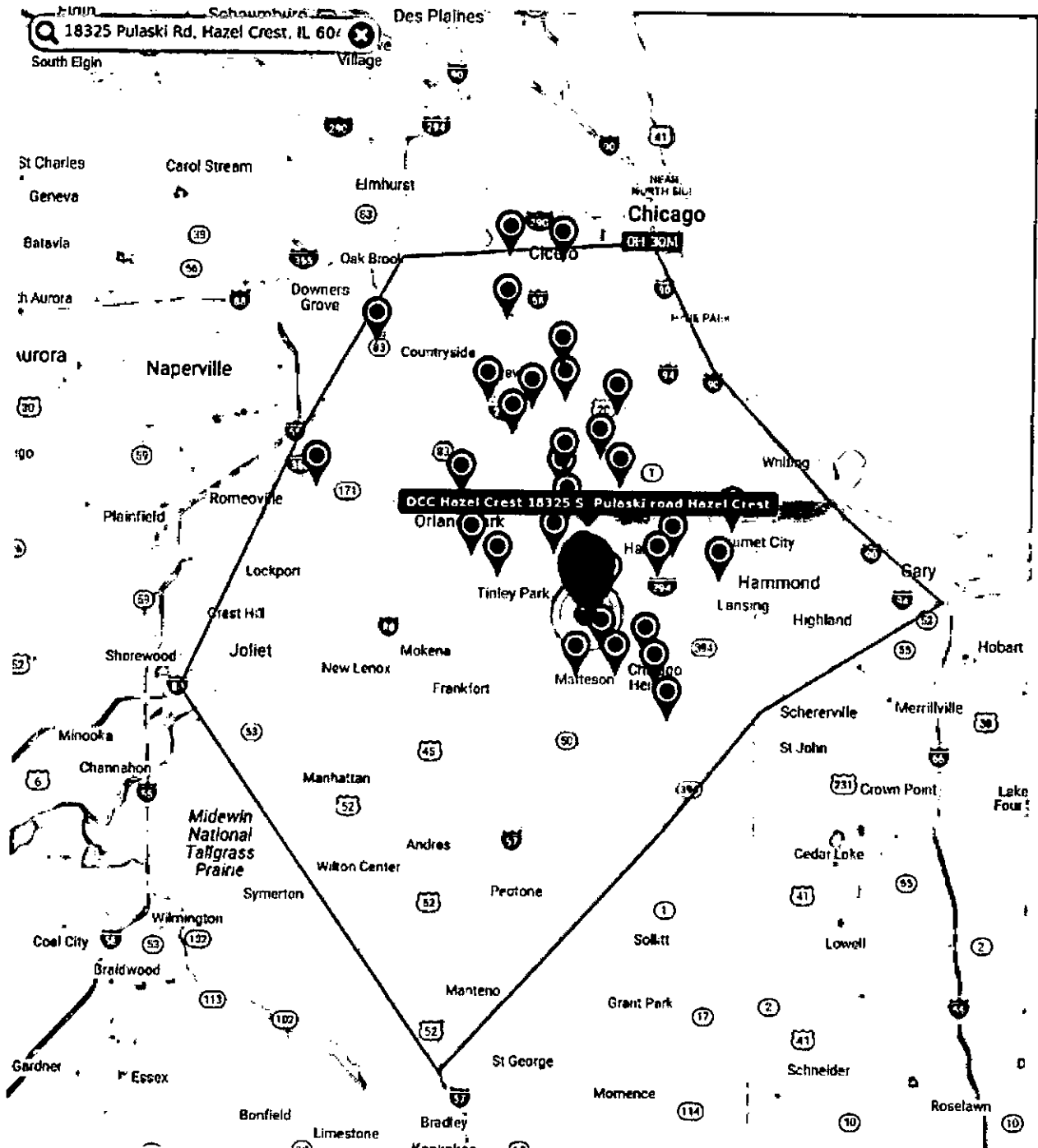
Criterion 1110.1430(C) (1), Unnecessary Duplication

1.The proposed dialysis facility will be located at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429.

A map of the proposed facilities market area is attached at Attachment 24A.

A list of all zip codes located, in total or in part, within 30 -45 minutes' normal travel time of the site of the proposed dialysis facility as well as 2010 census figures for each zip code is provided in table 1110.1430(c)(1)(A) Attached.

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430(C) (1), Unnecessary Duplication



Attachment-24 A

Zip Code	Population
60401	7,797
60406	25,460
60409	37,186
60411	58,136
60417	15,547
60419	22,788
60422	9,403
60423	30,423
60425	9,117
60426	29,594
60428	12,203
60429	15,630
60430	20,094
60438	28,884
60443	21,145
60445	26,057
60448	24,423
60449	9,217
60451	34,063
60452	27,969
60453	56,855
60461	4,836
60463	14,671
60466	22,115
60468	6,116
60469	2,930
60471	14,101
60472	5,390
60473	22,439
60475	9,870
60476	2,391
60477	38,161
60478	16,833
60484	6,829
60487	26,928
60617	84,155
60628	72,202
60633	12,927
60803	22,285
60827	27,946
60940	3,369

Source: U.S Census Bureau, Census 2010, Zip Code Fact Sheet  
<http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

Attachment-24

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430(C) (1), Unnecessary Duplication

B. A list of existing dialysis facilities operational for 2 years and located 30 minutes' normal travel time of the proposed dialysis facility is provided in the following attachment (Attachment 24). Additionally, driving time from MapQuest is attached on Appendix 1.

Attachment-24

Facility	Address	City	Distance (Miles)		Drive Time (Mins)	Adjusted Drive Time (Mins)	Number of Stations	Number of Patients	% Utilization
			HSA						
RCG-South Holland	16100 LaSalle Street	South Holland	7	7.8	17	19.55	24	118	81.94%
Olympia Fields Dialysis Center	4557-B West Lincoln Highway	Matteson	7	4.4	9	10.35	24	107	74.31%
Country Hills Dialysis	4215 West 167th Street	Country Club Hills	7	2.1	4	4.6	24	100	69.44%
RCG Hazel Crest	3470 West 183rd Street	Hazel Crest	7	0.7	1	1.15	20	103	85.83%
Chicago Heights Renal Care	177 West Joe Orr Road	Chicago Heights	7	5.5	14	16.1	16	91	94.79%
Davita - Harvey Dialysis	16657 S. Halstead	Harvey	7	5.9	13	14.95	18	73	67.59%
Palos Park Dialysis	13155 S. LaGrange Road	Orland Park	7	14.4	26	29.9	12	56	77.78%
DaVita Chicago Ridge Dialysis	10511 South Harlem Avenue	Worth	7	13	22	25.3	16	49	51.04%
Cahmet City Dialysis	1200 Sibley Boulevard	Cahmet City	7	13.3	24	27.6	16	8	8.33%
Davita Tinley Park	16767 South 80th Avenue	Tinley Park	7	5.5	11	12.65	12	16	22.22%
Fresenius Medical Care South Suburban Dialysis Center of America - Crestwood	2609 West Lincoln Highway	Olympia Fields	7	5.9	13	14.95	27	122	75.31%
Blue Island Dialysis Ctr	4861 Cal Sag Road	Crestwood	7	7.9	13	14.95	24	99	68.75%
Blue Island Dialysis Ctr	2310 York Street	Blue Island	7	8.9	16	18.4	28	117	69.64%
Fresenius Medical Care South Holland	17225 Paxton Avenue	South Holland	7	11.6	26	29.9	24	103	71.53%
Fresenius Medical Care Orland Park	9160 West 159th Street	Orland Park	7	9.8	24	27.6	18	66	61.11%
Fresenius Medical Care Hazel Crest	17524 E. Carnegie Drive	Hazel Crest	7	2.4	5	5.75	16	79	82.29%
Alsip Dialysis Center	12250 S. Cicero Avenue	Alsip	7	10.7	16	18.4	20	90	75.00%
Fresenius Medical Care Merrionette Park	11650 S. Kedzie Avenue	Merrionette Park	7	9.7	21	24.15	24	140	97.22%
Fresenius Medical Care Steger	219 E 34th St. Steger	Steger	7	9.9	26	29.9	18	58	53.70%
Fresenius Medical Care Oak Forest	5340A 159th Street	Oak Forest	7	5	11	12.65	12	59	81.94%
Fresenius Medical Care Chicago Heights	15 E Independence Drive	Chicago Heights	7	7.3	19	21.85	12	1	1.39%

Attachment-24 B

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

**Criterion 1110.1430(C) (2), Misdistribution**

The establishment of Dialysis Care Center Hazel Crest will not result in an unnecessary duplication of services or a service misdistribution. A misdistribution exists when an identified area has an excess supply of facilities, stations, and services characterized by such factors as, but not limited to: (1) ratio of stations to population exceeds one and one-half times the state average; (2) historical utilization for existing facilities and services is below the State Boards utilization standard; or (3) insufficient population to provide the volume of caseload necessary to utilize the services proposed by the project at or above utilization standards. As discussed more extensively below, the ratio of stations to population in the geographic area is above of the state average, and the average utilization of existing facilities within the geographic service area is more than 80%. Notably, average utilization of facilities within 30 minutes of the proposed site is about 70%. Sufficient population exists to achieve target utilization in the future.

Accordingly, the proposed dialysis facility will not result in a misdistribution of services.

Attachment-24

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

**Criterion 1110.1430(C) (3), Impact of project on other Area Providers**

The proposed dialysis facility will not have an adverse impact on existing facilities in the proposed geographic service area. All of the identified patients will be referrals from identified physicians and are on pre-ESRD list. No patients will be transferred from other existing dialysis facilities.

The proposed dialysis facility will not lower utilization of other area providers that are operating below the target utilization standard.

Attachment-24



**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
**Criterion 1110.1430(e) Staffing**

Dialysis Care Center Hazel Crest will be staffed in accordance with all state and Medicare staffing guidelines and requirements.

A. Medical Director:

Dr. Tauseef Sarguroh will serve as the Medical Director for Dialysis Care Center Hazel Crest. Attached is his curriculum vitae.

B. All other personnel

Upon opening, the facility will hire a Clinic Manager who is a Registered Nurse (RN), this nurse will have at least a minimum of twelve months experience in a hemodialysis center. Additionally, we will hire one Patient Care Technician (PCT). After we have more than one patient, we will hire another RN and another PCT. All personnel will undergo an orientation process, led by the Medical Director and experienced members of the nursing staff prior to participating in any patient care activities.

Upon opening we will also employ:

- Part-Time Registered Dietician
- Part-Time Registered Master Level Social Worker (MSW)
- Part-Time Equipment Technician
- Part-Time Secretary

These positions will go full time as the clinic census increases. Additionally, the patient Care staff will increase to the following:

- One Clinic Manager –Registered Nurse
- Four Registered Nurses
- Ten Patient Care Technicians

Staffing  
Attachment-24

All patient care staff and licensed / registered professionals will meet the State of Illinois requirements. Any additional staff hired must also meet these requirements along with completing an orientation training program.

Annually all clinical staff must complete OSHA training, Compliance training, CPR certification, Skills competency, CVC competency, Water quality training and pass the competency exam.

Dialysis Care Center Hazel Crest will maintain at least a 4 to 1 patient-staff ratio at all times on the treatment floor. An RN will be at the facility at all times when the facility is operational.

Staffing  
Attachment-24

**Tauseef Sarguroh, M.D.**  
3322 Vollmer Rd  
Suite B  
Olympia Fields, IL 60461  
708-898-0811

**WORK HISTORY:**

Kidney Care Center Olympia Fields – Olympia Fields, IL Nephrologist	7/15 – Present
Kidney Care Center Merrillville – Merrillville, IN Nephrologist	7/15- Present
P. D. Hinduja National Hospital and Research Center – Mumbai, India Junior Medical Staff – Nephrology	12/09-3/10
P. D. Hinduja National Hospital and Research Center – Mumbai, India Junior Medical Staff	6/08-8/08
Dapoli Hospital – Dapoli, India House Officer	6/07-8/07

**EDUCATION:**

Dr. D.Y. Patil Medical College and Hospital, Navi – Mumbai, India M.B.B.S. (Bachelor of Science, Bachelor of Surgery)	10/01-4/07
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**RESIDENCY:**

St. Barnabas Hospital – Bronx, New York Internal Medicine	7/10-6/13
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**FELLOWSHIP:**

Harlem Hospital Center – New York, New York	7/13-6/15
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**OBSERVERSHIPS:**

P.D. Hinduja National Hospital and Research Center – Mumbai, India I.C.U. Observer	3/10-4/10
Memorial Hermann: Heart and Vascular Institute – Houston, Texas International Observer	6/09-7/09

**GAPS:** 9/07-5/08 –worked 1<sup>st</sup> 6 months on a research proposal and took a vacation to India the last 2 months  
9/08-5/09 – Played for the RNA Springs soccer league in Mumbai, India  
8/09-11/09 Waiting for new position to start

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

Criterion 1110.1430(f) Support Services

Attached please find the letter consistent with Section 1110.1430f, attesting that Dialysis Care Center Hazel Crest will participate in a dialysis data system, will make health support services available to patients, and will provide training for self-care dialysis, self-care instructions, home and home-assisted dialysis, and home training.

Attachment-24

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430(f) Support Services

Kathryn Olson  
Chair  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify under of perjury as provided in § 1-109 of the Illinois code of civil procedure, 735 ILCS 5/109 and pursuant to 77 III. Admin. Code § 1110-1430 (f) that Dialysis Care Center Hazel Crest will maintain an open medical staff.

I also certify the following with regards to need support services:

- Dialysis Care Center Hazel Crest will utilize a dialysis electronic patient data tracking system
- Dialysis Care Center Hazel Crest will have available all needed support services required by CMS which may consist of nutritional counseling, clinical laboratory services, blood bank, rehabilitation, psychiatric services, and social services;
- Patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis

Sincerely,



Asim M Shazzad  
Chief Operating Officer

Notarization:

Subscribed and sworn to before me  
this 7 day of DECEMBER

  
Signature of Notary



Seal

Attachment-24

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

Criterion 1110.1430(g) Minimum Number of stations

Dialysis Care Center Hazel Crest will provide twelve ESRD stations, as identified in section 1110-1430g as the minimum number of eight dialysis stations to be provided at an ESRD facility to be located in a metropolitan statistical area ("MSA"). Accordingly, this criterion is met.

Attachment-24

**Section VII. Service Specific Review Criteria**

In-Center Hemodialysis

Criterion 1110.1430 (h) Continuity of Care

A copy of an agreement sent for execution, written affiliation agreement with a hospital for the provision of in-patient care and other hospital services follows this page. Will send a copy of the fully executed agreement once signed by both parties to the HFSRB.

Attachment-24

**TRANSFER AGREEMENT  
BETWEEN  
ADVOCATE HEALTH And  
d/b/a ADVOCATE SOUTH SUBURBAN HOSPITAL  
AND  
Dialysis Care Center Hazel Crest**

THIS AGREEMENT is entered into this \_\_\_ day of October 2017, between ADVOCATE HEALTH d/b/a ADVOCATE SOUTH SUBURBAN HOSPITAL, an Illinois not-for-profit corporation, hereinafter referred to as "ADVOCATE", and Dialysis Care Center Hazel Crest an, Illinois dialysis Center hereinafter referred to as "DIALYSIS CENTER".

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

WHEREAS, DIALYSIS CENTER is licensed under Illinois law as an acute care Dialysis Center;

WHEREAS, ADVOCATE and DIALYSIS CENTER desire to cooperate in the transfer of patients between ADVOCATE and DIALYSIS CENTER, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into an affiliation agreement to provide for the medically appropriate transfer or referral of patients between DIALYSIS CENTER and ADVOCATE, for the benefit of the community and in compliance with FHS regulations; and

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

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

**I. TERM**

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

**II. TERMINATION**

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

Attachment-24



III. OBLIGATIONS OF THE PARTIES

3.1 DIALYSIS CENTER agrees:

- a. That DIALYSIS CENTER shall refer and transfer patients to ADVOCATE for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for DIALYSIS CENTER, hereinafter referred to as the "Transferring Physician";
- b. That the Transferring Physician shall contact ADVOCATE's Emergency Department Nursing Coordinator, prior to transport, to verify the transport and acceptance of the emergency patient by ADVOCATE. The decision to accept the transfer of the emergency patient shall be made by ADVOCATE's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of ADVOCATE's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. DIALYSIS CENTER agrees that ADVOCATE shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at ADVOCATE. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by ADVOCATE to the Emergency Physician and Accepting Physician;
- c. That DIALYSIS CENTER shall be responsible for effecting the transfer of all patients referred to ADVOCATE under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event the patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and the Accepting Physician;
- d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;
- e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;
- f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE; and
- g. To maintain and provide proof to ADVOCATE of professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 ADVOCATE agrees:

- a. To accept and admit in a timely manner, subject to bed availability, DIALYSIS CENTER patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;

Attachment-24

b. To accept patients from Dialysis Center in need of inpatient Dialysis Center care, when such transfer and referral has been determined to be medically appropriate by the patient's attending physician and/or emergency physician at Dialysis Center;

c. That ADVOCATE will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;

d. That ADVOCATE shall provide DIALYSIS CENTER patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and

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

#### IV. GENERAL COVENANTS AND CONDITIONS

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

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

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

4.4 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either ADVOCATE or DIALYSIS CENTER. The governing body of ADVOCATE and DIALYSIS CENTER shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

Attachment-24

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

4.6 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient, as may be amended from time to time.

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

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

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

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

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

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

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

Attachment-24

where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

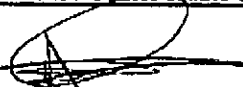
4.14 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or certified mail. Notices to be served on ADVOCATE shall be served at or mailed to: , Attention: President, with a copy to Advocate Health Care, Attn: General Counsel, 3075 Highland Parkway, Downers Grove, Illinois 60515 unless otherwise instructed. Notices to be served on DIALYSIS CENTER shall be served at or mailed to Dialysis Care Center Hazel Crest, Attn: Asim M Shazzad, with a copy to Dialysis Care Center , 15786 S Bell Rd, Homer Glen, IL60439, unless otherwise instructed.

IN WITNESS WHEREOF, this Agreement has been executed by ADVOCATE and DIALYSIS CENTER on the date first above written.

**ADVOCATE HEALTH AND  
d/b/a ADVOCATE  
SOUTH SUBURBAN HOSPITAL**

BY: \_\_\_\_\_  
NAME:  
TITLE: President

Dialysis Care Center-Hazel Crest

BY:   
NAME: Asim Shazzad  
TITLE: COO

Attachment-24

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430 (i) Relocation of facilities

Dialysis Care Center Hazel Crest is proposing the establishment of a 12-station dialysis facility. Thus, the criterion is not applicable.

Attachment-24

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430(j) Assurances

Attached please the attached letter consistent with Section 1110.1430 j, attesting that Dialysis Care Center Hazel Crest will achieve target utilization by the second year of operation and will also expect to meet, if not exceed the hemodialysis outcome measures.

Attachment-24

**Section VII. Service Specific Review Criteria**  
In-Center Hemodialysis  
Criterion 1110.1430(j) Assurances

Kathryn Olson  
Chair  
Illinois Health Facilities and Services Review Board  
525 west Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois, 62761

Dear Chairwoman Olson:

Pursuant to 77 III. Admin. Code § 1110.1430 (j), I hereby certify the following:

- By the second year after project completion, Dialysis Care Center Hazel Crest expects to achieve and maintain 80% target utilization
- Dialysis Care Center Hazel Crest also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:

≥85% of hemodialysis patient population achieves urea reduction ratio (URR) ≥ 65% and

≥85% of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

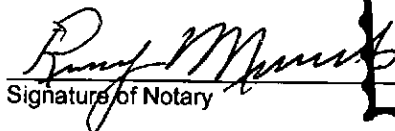
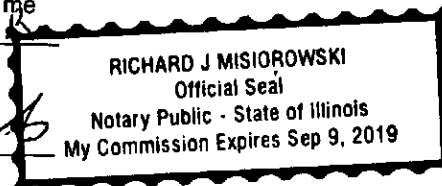
Sincerely,



Asim M Shazzad  
Chief Operating Officer

Notarization:

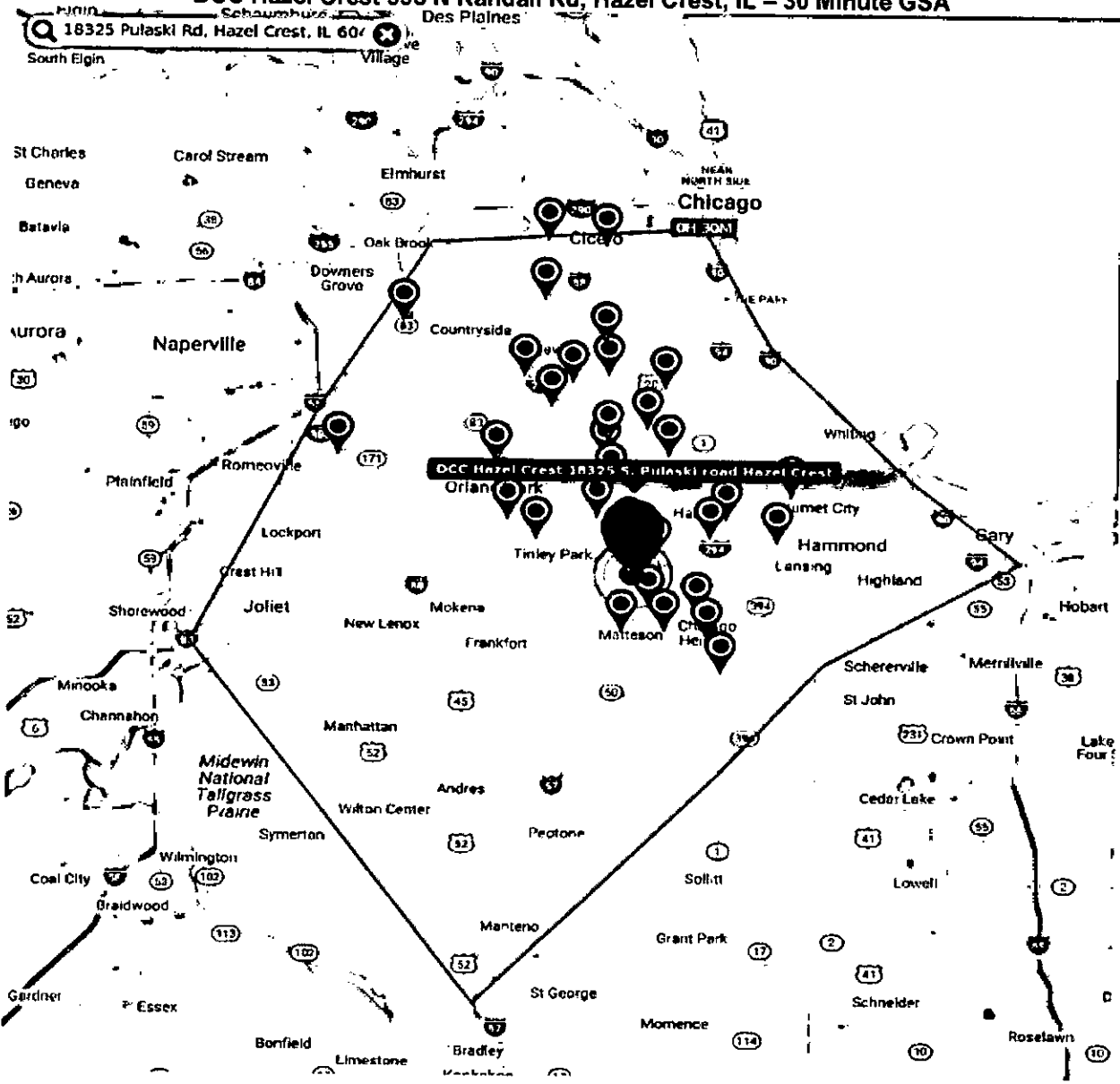
Subscribed and sworn to before me  
this 7 day of DECEMBER

  
Signature of Notary

Seal

Attachment-24

**DCC Hazel Crest 995 N Randall Rd, Hazel Crest, IL – 30 Minute GSA**





Facility	Address	City	Distance (Miles)		Drive Time (Mins)	Adjusted Drive Time (Mins)	Number of Stations	Number of Patients	% Utilization
			HSA						
							9/27/2017	9/30/2017	9/30/2017
RCG-South Holland	16100 LaSalle Street	South Holland	7	7.8	17	19.55	24	118	81.94%
Olympia Fields Dialysis Center	4557-B West Lincoln Highway	Marietta	7	4.4	9	10.35	24	107	74.31%
Country Hills Dialysis	4215 West 167th Street	Country Club Hills	7	2.1	4	4.6	24	100	69.44%
RCG Hazel Crest	3470 West 183rd Street	Hazel Crest	7	0.7	1	1.15	20	103	85.83%
Chicago Heights Renal Care	177 West Joe Orr Road	Chicago Heights	7	5.5	14	16.1	16	91	94.79%
Davita - Harvey Dialysis	16657 S. Halstead	Harvey	7	5.9	13	14.95	18	73	67.59%
Palos Park Dialysis	13155 S. LaGrange Road	Orland Park	7	14.4	26	29.9	12	56	77.78%
DaVita Chicago Ridge Dialysis	10511 South Harlem Avenue	Worth	7	13	22	25.3	16	49	51.04%
Cahmet City Dialysis	1200 Sibley Boulevard	Cahmet City	7	13.3	24	27.6	16	8	8.33%
Davita Tinley Park	16767 South 80th Avenue	Tinley Park	7	5.5	11	12.65	12	16	22.22%
Fresenius Medical Care South Suburban	2609 West Lincoln Highway	Olympia Fields	7	5.9	13	14.95	27	122	75.31%
Dialysis Center of America - Crestwood	4861 Cal Sag Road	Crestwood	7	7.9	13	14.95	24	99	68.75%
Blue Island Dialysis Ctr	2310 York Street	Blue Island	7	8.9	16	18.4	28	117	69.64%
Fresenius Medical Care South Holland	17225 Paxton Avenue	South Holland	7	11.6	26	29.9	24	103	71.53%
Fresenius Medical Care Orland Park	9160 West 159th Street	Orland Park	7	9.8	24	27.6	18	66	61.11%
Fresenius Medical Care Hazel Crest	17524 E Carriageway Drive	Hazel Crest	7	2.4	5	5.75	16	79	82.29%
Alsip Dialysis Center	12250 S. Cicero Avenue	Alsip	7	10.7	16	18.4	20	90	75.00%
Fresenius Medical Care Merrionette Park	11650 S. Kedzie Avenue	Merrionette Park	7	9.7	21	24.15	24	140	97.22%
Fresenius Medical Care Steger	219 E 34th St. Steger	Steger	7	9.9	26	29.9	18	58	53.70%
Fresenius Medical Care Oak Forest	5340A 159th Street	Oak Forest	7	5	11	12.65	12	59	81.94%
Fresenius Medical Care Chicago Heights	15 E Independence Drive	Chicago Heights	7	7.3	19	21.85	12	1	1.39%

Attachment-24 B

**Section VIII. Financial and economic Feasibility**  
Criterion 1110.120 Availability of funds

Dialysis Care Center Hazel Crest will be funded entirely with cash and cash equivalents, and a lease with Hazel Property Group, LLC C/O General Counsel, National Shopping Plazas, Inc. 200 W. Madison Street, Suite 4200, Chicago, IL, 60606-3402 National Shopping Plazas, Inc.

An attestation letter is attached with a copy of the LOI and a draft lease property as Attachment 34.

Attachment 34

**Section VIII. Financial and economic Feasibility**  
**Criterion 1110.120 Availability of funds**

Kathryn Olson  
Chair  
Illinois Health Facilities and Services Review Board  
525 west Jefferson Street, 2<sup>nd</sup> floor  
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify the following:

- Dialysis Care Center Hazel Crest will be funded through cash and cash equivalents, a lease, and no debt financing to be used
- Dialysis Care Center maintains sufficient cash and short term securities to fund this project; and
- The expenses to be incurred through the lease of space and selected equipment are less than those associated with the construction of a new facility or the purchase of equipment.

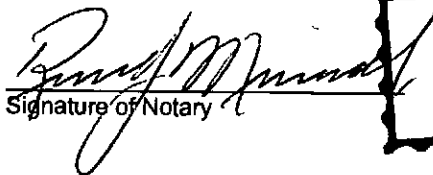
Sincerely,



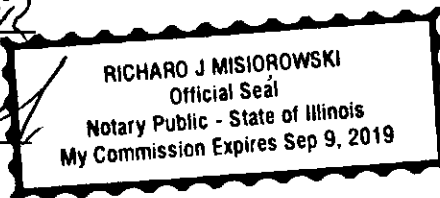
Asim M Shazzad  
Chief Operating Officer

Notarization:

Subscribed and sworn to before me  
this 17 day of DECEMBER



Signature of Notary



Seal

Attachment 34

**NATIONAL SHOPPING PLAZAS, INC.  
200 W. MADISON STREET, SUITE 4200  
CHICAGO, ILLINOIS 60606  
312-332-4172 FAX#312-332-2119**

**SENT VIA EMAIL shazzad@kidneycares.com**

November 27, 2017

Mr. Asim Shazzad  
Kidney Cares

**Re: Hazel Crest Plaza  
18325 S. Pulaski, Unit A-B  
Hazel Crest, Illinois 60429**

Dear Mr. Shazzad:

This letter is provided to summarize certain parameters as a basis upon which we may negotiate an agreement, but it does not constitute any binding agreements in and of itself with the exception of the Landlord's agreement to the standstill period described in the final paragraph below.

**Tenant:** Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company

**Guarantor:** Dialysis Care Center Holdings, LLC

**Landlord:** National Shopping Plazas, Inc., as Leasing Agent

**Building:** 18325 S. Pulaski, Unit A-B  
Hazel Crest, Illinois 60429

**Premises:** Approximately 3,900 square feet identified on the Shopping Center Plan attached as Exhibit "A".

**Use:** The premises may be used for the operation of a Medical Office treating kidney related conditions.

**Term:** Ten (10) years from rental commencement.

**Base Rent:** \$16.50 psf with 2% annual increases.

Attachment 34

November 27, 2017

Page 2

- Rental Commencement:** Rent shall commence one hundred eighty (180) days from receipt of both building permit and CON (provided Tenant goes in for permit within thirty (30) days of signed lease).
- In no event (assuming CON is received prior) shall rent start later than December 1, 2018.
- Option to Extend:** Two (2) five (5) year options to extend the initial term of the Lease with 2.5% annual increases. Tenant shall give written notice to Landlord no later than 250 days prior to the commencement date for the Renewal Term with respect to which such option is being exercised by Tenant
- Landlord's Work and Condition of Premises:** AS-IS Condition.
- Common Charges:** Tenant shall be responsible for its pro rata share of specified costs and expenses for the operation of the common areas within the Center.
- Tenant will be responsible for its pro rata share of the real estate taxes and assessments and insurance paid by Landlord with respect to the Center and the land on which its is situated.
- Following the initial year, CAM and any other administrative charges will be capped at six percent (6%) cumulative of the previous year's Expenses (excluding taxes, insurance, snow and ice removal, utilities and other uncontrollables).
- Signage** Tenant shall have the right to install its standard building signage to the full extent permitted by municipal codes.
- Security Deposit:** N/A

Attachment 34

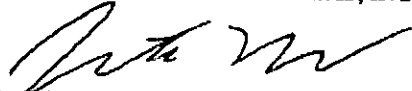
November 27, 2017  
Page 3

This letter is solely intended as a summary of the basic economic terms and conditions of the proposed agreement, and it is understood and agreed that neither party is under a binding obligation to the other until an agreement acceptable to the Landlord and Tenant has been executed.

The parties agree that neither party will act in reliance on the terms contained in this letter and both parties acknowledge and agree that if a party incurs any expenses, all such expenses will not be reimbursed by the other party.

Sincerely,

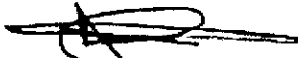
NATIONAL SHOPPING PLAZAS, INC.



Jonathan M. Hanus  
Vice President

JMH:fh

Dialysis Care Center

  
Amin Shazzad  
COO/CFO

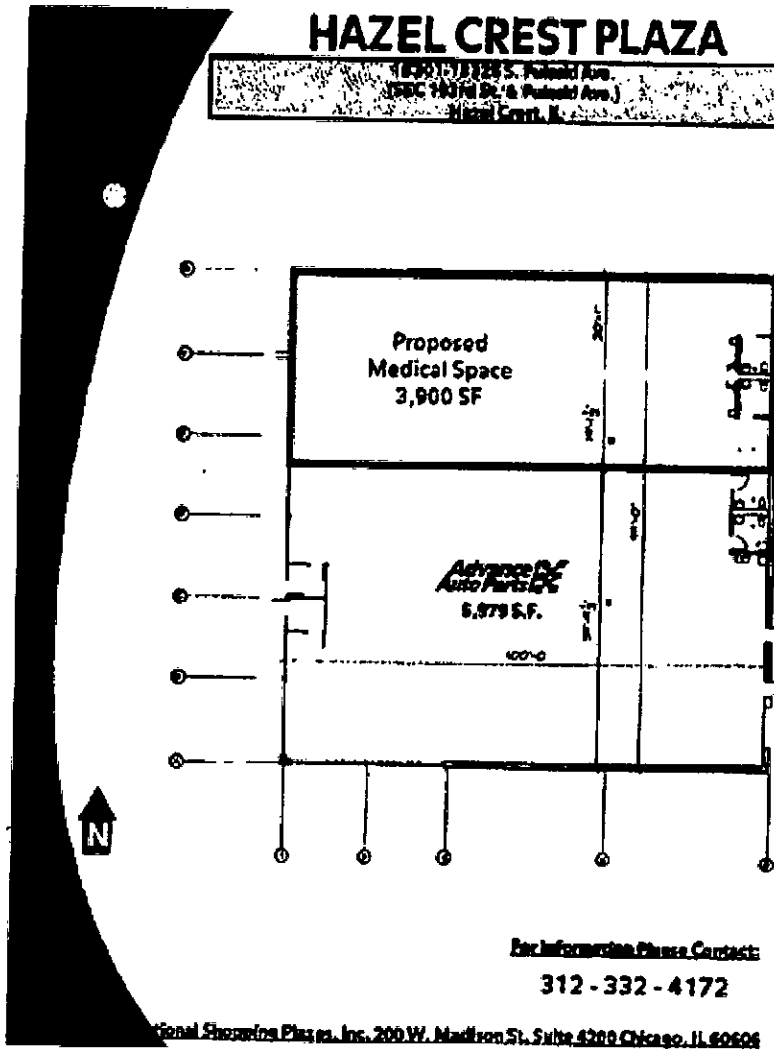
11/27/17

Attachment 34

**EXHIBIT "A"**

**HAZEL CREST PLAZA**

1000-10100 S. Pulaski Ave.  
(SBC 100th St. & Pulaski Ave.)  
Hazel Crest, IL







**STANDARD OFFICE LEASE**

**Hazel Property Group, LLC  
National Shopping Plazas, Inc.,  
an Illinois limited liability company,**

**(as "LANDLORD")**

**AND**

**DIALYSIS CARE CENTER HAZEL CREST, LLC,  
an Illinois limited liability company,**

**(as "TENANT")**

**PROPERTY:**

**18325 PULASKI AVE UNIT A-B, HAZEL CREST, IL,60429**

Attachment 34

LEASE

Agreement of LEASE made and entered into as of the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

ARTICLE XIII

CERTAIN DEFINITIONS AND BASIC LEASE TERMS.

13.1 **Certain Definitions.** As used herein:

- (a) "Landlord" shall mean Hazel Property Group, L.L.C., an Illinois limited liability company, c/o National Shopping Plazas, Inc., 200 West Madison Street, Suite 4200, Chicago, Illinois 60606-3402
- (b) "Tenant" shall mean Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company

Address of Tenant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of Leased Premises:

18325 S. Pulaski  
 Unit A-B  
 Hazel Crest, Illinois 60429

- (c) "Leased Premises" shall mean the premises within the Shopping Center designated as location "X" outlined in black, or otherwise identified, on the Shopping Center Plan attached as Exhibit "A-B" hereto, together with all appurtenances specifically granted in this Lease, having a Floor Area of approximately 3,900 square feet, except the rights and interests reserved and excepted as hereinafter set forth in this Lease.
- (d) "Shopping Center" shall mean the real estate described in Exhibit "A-B" attached hereto, including any and all improvements now or at any time located thereon, excluding any portion that may be taken by eminent domain, or be dedicated for public use, known as Hazel Crest Plaza.
- (e) "Lease" shall mean Articles I through XII hereof and the Exhibits referred to herein which, by such references, are hereby adopted and made a part hereof, together with any amendments, modifications, schedules or plans specifically referred to herein.

- (f) "Lease Year" shall mean the period from the Commencement Date, as defined below, through the last day of the month that includes the first anniversary of the Commencement Date and each twelve (12) consecutive month period thereafter, provided, however, that, if the Commencement Date occurs on the first day of a month, "Lease Year" shall mean the period from the Commencement Date through the day preceding the first anniversary of the commencement of the Lease Term and each twelve (12) consecutive month period thereafter.

13.2 Other Definitions. For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Lease, shall have the defined meaning so given.

13.3 Demise. Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord, the Leased Premises under and subject to the terms, conditions and covenants contained in the Lease and any renewals or extensions thereof.

13.4 Lease Term. The Lease Term shall be the period commencing on the date (the "Commencement Date") that is the earlier to occur of (a) December 1, 2018 or (b) the one hundred eightieth (180<sup>th</sup>) day after (i) Tenant obtains its building permit for Tenant's Work and (ii) the CON permit referenced in Section 12.19 hereof is approved by the Illinois Health Facilities and Services Review Board and continuing thereafter, unless sooner terminated as in this Lease provided, until and including the last day of the tenth (10<sup>th</sup>) Lease Year (or, if applicable, until and including the last day of the latest applicable Renewal Term under Section 11.1 hereof).

13.5 Rents. Tenant agrees to pay to Landlord for possession and use of the Leased Premises, without right of offset or deduction for any reason, the following rents:

- (a) Minimum Rent. Tenant shall pay "Minimum Rent", in advance monthly installments (prorated for fractional months) and on the first day of each calendar month during the Lease Term, at the following rates:

	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
Lease Year 1	\$64,350.00	\$5,362.50
Lease Year 2	\$65,637.00	\$5,469.75
Lease Year 3	\$66,949.74	\$5,579.15
Lease Year 4	\$68,288.73	\$5,690.73
Lease Year 5	\$69,654.51	\$5,804.54
Lease Year 6	\$71,047.60	\$5,902.63
Lease Year 7	\$72,468.55	\$6,039.05
Lease Year 8	\$73,917.92	\$6,159.83
Lease Year 9	\$75,396.28	\$6,283.02
Lease Year 10	\$76,904.21	\$6,408.68

A late-payment charge of \$500.00 shall be made by Tenant, if rent is not received by Landlord by the 5th day of each month.

- (b) Common Area Maintenance Costs. Tenant shall also pay, as additional rent, Tenant's pro rata share of the Common Area Maintenance Costs according to Article V of this Lease.
- (c) Real Estate Taxes. Tenant shall also pay, as additional rent, Tenant's pro rata share of the Shopping Center's Real Estate Taxes according to Section 8.1(o) of this Lease.
- (d) Insurance. Tenant shall also pay, as additional rent, Tenant's pro rata share of the fire and extended coverage and other insurance for the Shopping Center and all improvements therein.

13.6 Use of the Leased Premises. Tenant shall use the Leased Premises for the following purposes and no other purposes:

Operation of a Medical Office treating kidney related conditions.

Notwithstanding the foregoing or anything to the contrary contained in this Section 1.6 or elsewhere in this Lease, Tenant's use of the Leased Premises and the Shopping Center, and all of the activities of Tenant and its agents, employees and contractors, and any sublessees or other persons or entities claiming under or through Tenant, with respect to the Leased Premises and/or the Shopping Center must at all times comply with the requirements of the Declaration (as defined below), and Tenant agrees not to cause, and not to allow any of Tenant's assignees or sublessees and/or Tenant's and/or its assignee's and/or sublessee's respective employees, agents and contractors to cause, a breach or default by Landlord under the Declaration. As used in this Lease, the term "Declaration" shall mean and refer to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated March 19, 1996 and recorded in the Recorder's Office for Cook County, Illinois on March 20, 1996 as document no. 96214173, as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated September 30, 1996 and recorded in the aforesaid Recorder's Office on October 11, 1996 as document no. 96779777.

## ARTICLE XIV

### SHOPPING CENTER AND LEASED PREMISES.

14.1 Shopping Center. It is agreed that the depiction of the Shopping Center on Exhibit "A-B" does not constitute a representation, covenant or warranty of any kind by Landlord, and Landlord reserves the right to change the size and dimensions of the Shopping Center, including the number, location and dimensions of buildings, the number of floors in any of the buildings, dimensions of store spaces within any of the buildings, identity and type of other stores and tenancies, and the Common Areas, except that the Leased Premises shall not be substantially altered without Tenant's prior approval.

14.2 Exceptions from Leased Premises. Landlord excepts and reserves from the Leased Premises the use of the exterior walls and roof thereof; the right to install, maintain, repair, use and replace pipes, ducts, conduits and wires in or upon the Leased Premises in locations that will not materially interfere with Tenant's use thereof, and the right to enter upon the Leased

Premises in any reasonable manner necessary to perform any of the duties and responsibilities of Landlord under this Lease or to exercise any of Landlord's rights.

## ARTICLE XV

### CONSTRUCTION BY LANDLORD AND TENANT.

15.1 Construction by Landlord. The Leased Premises shall be delivered to Tenant in "AS IS", "WITH ALL FAULTS" condition. Subject to force majeure, such delivery shall occur promptly after the CON permit referenced in Section 12.19 hereof is approved by the Illinois Health Facilities and Services Review Board.

15.2 Construction by Tenant and Tenant's Plans. Tenant will complete the Tenant's Work at Tenant's expense, in a good and workmanlike manner, in accordance with the plans and specifications hereinafter referred to in this Section 3.2. Prior to beginning any work on the Leased Premises, Tenant shall have received Landlord's written approval of plans and specifications for Tenant's Work prepared in conformity with all applicable building codes and regulations and in sufficient detail to constitute complete working plans and specifications. Landlord shall approve or disapprove such plans and specifications within 15 days after receipt. Reasons for disapproval shall be specifically noted, but Landlord may reject the plans for any good reason. Tenant shall cause all work to be performed in conformity with the plans and specifications as approved by Landlord and will not make any changes or modifications thereto without Landlord's written consent. Tenant shall obtain all required building permits and approvals from local authorities and furnish copies thereof to Landlord before commencing any of Tenant's Work.

Tenant agrees that, within thirty (30) days after the execution and delivery of this Lease, Tenant shall submit its applications for its building permit for Tenant's Work and the CON permit approval referenced in Section 12.19 below.

15.3 Lien Free Completion. Tenant agrees to pay promptly, when due, all costs of Tenant's Work; to obtain from each contractor with whom Tenant or any of its assignees or sublessees has contracted for such work, prior to paying any amount to such contractor, a statement in writing under oath, or verified by affidavit, of the names of all parties furnishing materials and labor for such work and the amounts due, or to become due, to each and, at the time of payment, obtain from each contractor a Waiver of Lien in the amount paid to each; to keep the Leased Premises and the Shopping Center at all times free of liens, and claims for liens, for labor and materials for work undertaken by Tenant or any of its assignees or sublessees; to furnish Landlord copies of all contracts entered into by Tenant or any of its assignees or sublessees and the sworn statements and waivers of liens therefor, promptly upon receipt of the same by Tenant or any of its assignees or sublessees; to only use contractors previously approved in writing by Landlord; to perform such work with union labor, to the extent and in such manner as to insure proper maintenance of good labor relationships; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. If any claim for Mechanic's Lien arises against the Leased Premises or the Shopping Center by reason of work undertaken by Tenant or any of its assignees or sublessees, and such claim is not discharged, bonded or otherwise satisfied by Tenant within

thirty (30) days after written notice to Tenant, Landlord may pay such claim and proceed to obtain the discharge and release thereof, and Tenant shall pay Landlord as additional rent the amount paid by Landlord to obtain the discharge and release thereof, together with court costs and attorneys' fees upon demand.

## ARTICLE XVI

INTENTIONALLY OMITTED.

## ARTICLE XVII

### COMMON AREAS AND FACILITIES.

17.1 Common Areas and Facilities. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (herein referred to as the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall, in its sole discretion, determine and may, from time to time, change the size, location and nature of any Common Areas, and Landlord shall not be subject to liability therefor, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, on account of any such action, nor shall any such action be deemed an actual or constructive eviction of Tenant.

17.2 Use of Common Areas. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such rules and regulations as Landlord may from time to time impose, including, without limitation, the designation of the days and hours the Common Areas shall be open and the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents shall be parked. If Landlord shall designate such parking areas, and if any car of Tenant or a permitted concessionaire, officer, employee or agent of Tenant is parked in any other portion of the Shopping Center, Tenant shall pay to Landlord, upon demand, the sum of \$10.00 for each such car for each day, or part thereof, such car is parked; and Tenant hereby authorizes Landlord to tow, or cause any such car to be towed, from the Shopping Center and agrees to reimburse Landlord for the cost thereof, upon demand, and otherwise to indemnify and hold Landlord harmless with respect thereto. Tenant agrees to abide by such rules and regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time temporarily close Common Areas to make repairs or changes or to discourage non-customer parking, and may do such other acts to the Common Areas as, in its judgment, may be desirable to improve the convenience thereof. Tenant shall, upon request, furnish to Landlord the license numbers and descriptions of the cars operated by Tenant and its permitted concessionaires, officers, employees and agents. Tenant shall not at any time interfere with the rights of Landlord and other Tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees to use any part of the parking areas and other Common Areas.

17.3 Charge for Common Areas and Facilities. Tenant shall pay to Landlord, as additional rent, in the manner provided in Section 5.5, Tenant's pro rata share, as defined in Section 5.4, of "Common Area Maintenance Costs," which term is defined as follows:

"Common Area Maintenance Costs" is defined as all costs and expenses (except taxes covered by Section 8.1(o)) paid or incurred by Landlord during or with respect to the Lease Term (including appropriate reserves) (a) in operating, managing, equipping, policing (if, and to the extent, provided by Landlord), protecting, insuring, heating, cooling, lighting, ventilating, repairing, replacing, and maintaining the Common Areas of the Shopping Center and/or (b) as a result of assessments, dues, pass-through charges or other amounts charged or assessed to or against Landlord or the Shopping Center pursuant to the terms of any covenant, condition and restriction agreement, property owners or other declaration or other title document that applies to the Shopping Center and imposes or assesses costs, dues or other charges of any nature to or against Landlord or the Shopping Center (e.g., property owners assessments payable by Landlord, as the owner of the Shopping Center, if the Shopping Center is part of a larger development that is subject to a property owners declaration or property owners' association dues). Such costs and expenses shall include, but not be limited to: maintaining any enclosed Common Area; cleaning; removal of rubbish and other refuse; restriping, resealing, resurfacing and replacing, and repairing potholes in, any parking and driveway areas; costs of maintaining, repairing and replacing any fire protection or sprinkler system serving any building within the Shopping Center and costs of monitoring and alarm services, and of inspections, relating thereto; exterior illumination of buildings and Common Areas, and illumination and maintenance of signs, whether or not the lights or signs are located on the Shopping Center; snow and ice clearance; costs and expenses of planting, maintaining and replanting flowers and other landscaping; water and sewerage charges; premiums for liability, property damage, fire, extended coverage, malicious mischief, vandalism, worker's compensation, employees' liability and other insurance paid by Landlord on, or in respect of, the Shopping Center for any calendar or premium year or part thereof included in the Lease Term or any renewal term; the amount of any uninsured loss or damage to the Common Areas or the remainder of the Shopping Center suffered or incurred by Landlord (including, without limitation, the amount of any loss or damage not covered by insurance due to applicable deductible provisions); wages, unemployment taxes and social security taxes; special assessments; personal property taxes; fees for audits; required licenses and permits; costs and expenses of supplies; operation of loudspeakers and any other equipment supplying music to the Common Areas; reasonable depreciation of, and rents paid for, the leasing of equipment used in the operation of the Common Areas and an administrative fee equal to 15 percent of the total amount of the Common Area Maintenance Costs (other than such administrative fee).

Landlord shall cap future increases to "controllable" Common Area Maintenance Costs at six percent (6%) per annum, cumulative over a base of \$1.50 psf per year (rounded to the nearest penny) for 2018 (i.e., \$1.50 psf per year through December 31, 2018, \$1.59 psf for 2019, \$1.69 psf for 2020, etc.). "Controllable" Common Area Maintenance Costs shall not include snow and ice removal costs, utility charges, insurance premium costs and other uncontrollable costs.

17.4 Tenant's Pro Rata Share of Common Area Maintenance Costs. Tenant's pro rata share of the Common Area Maintenance Costs shall be the ratio of the total floor area of the

Leased Premises to the total floor area of all rentable space in the Shopping Center. "Floor Area" means with respect to any rentable area in the Shopping Center, including the Leased Premises, the square feet of floor space on all floors therein, measured from the outside of all exterior boundary walls and the midpoint of any interior boundary walls. It shall not include the floor area of roof structures used for mechanical equipment or the Common Areas.

17.5 Payment of Estimated Charges and Periodic Adjustment. Tenant shall pay to Landlord in advance, on the first day of each calendar month during the Lease Term, the amount reasonably estimated by Landlord as Tenant's pro rata share of the Common Area Maintenance Costs for such month. Landlord shall furnish Tenant a regular annual statement of the estimated amount of such charges in advance of the due date.

The computation and payment of Common Area Maintenance Costs shall be based on annual, semi-annual or quarterly "Computational Periods" (as determined by Landlord from time to time) of consecutive calendar months, on either a calendar or fiscal year basis as determined by Landlord from time to time. At the end of any Computational Period, Landlord shall furnish Tenant with a statement prepared in reasonable detail, in accordance with general accounting principles consistently applied, of the actual Common Area Maintenance Costs paid or incurred by Landlord during such Computational Period and Tenant's pro rata share thereof for such period. Within 30 days after receipt of the statement, there shall be a settlement between Landlord and Tenant with payment to Landlord, or credit to Tenant, as the case may be, so that the amount of Common Area Maintenance Costs paid by Tenant shall equal Tenant's pro rata share thereof for such period as computed hereunder and no more. In the event the Lease Term covers only a portion of a Computation Period, the pro rata share of Tenant's Common Area Maintenance Costs for such period shall be adjusted in proportion to the amount of such period covered by the Lease Term.

## ARTICLE XVIII

### UTILITIES AND MAINTENANCE AGREEMENT.

18.1 Utilities. Tenant shall pay for all utilities used in the Leased Premises, including, without limitation, all electricity and gas, and, at its own cost and expense and with its own equipment, shall heat or chill the water it uses to meet all of its requirements and will at its own cost maintain said equipment in good working order during the Lease Term.

18.2 Maintenance Agreement. A maintenance agreement for the heating, ventilating and air conditioning equipment shall be obtained by Tenant and shall provide for twice-a-year inspection and service. A copy of such maintenance agreement shall be furnished to Landlord.

## ARTICLE XIX

### LANDLORD'S ADDITIONAL COVENANTS.

19.1 Repairs by Landlord. Landlord shall, at its own expense, keep the foundations and roof of the Leased Premises and the structural soundness of the concrete floor and exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted assignee, sublessee



or concessionaire or any of their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article IX. Except as provided in this Section 7.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or to any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant.

19.2 Quiet Enjoyment. So long as Tenant pays the rents and observes and performs all of Tenant's obligations under this Lease, Tenant shall quietly enjoy the Leased Premises. Tenant's quiet enjoyment of the Leased Premises shall be subject, however, to the provisions of this Lease and dispossession by reason of superior title. If a mortgagee becomes the owner of the Leased Premises by foreclosure or deed in lieu of foreclosure, Tenant's quiet enjoyment shall not be disturbed so long as Tenant is not in default under this Lease; provided, however, that no eviction of Tenant for any reason whatsoever after Landlord shall have conveyed the fee of the Leased Premises shall be construed as a breach of this covenant, and no action therefor shall be brought against Landlord. If Tenant shall be dispossessed from the Leased Premises by reason of superior title or the foreclosure of any mortgage now or hereafter placed upon the Leased Premises, the payment of rent shall cease from and after the date of such dispossession, and all rent that Tenant may have prepaid and any security deposit made by Tenant with Landlord shall be returned to Tenant forthwith, but Tenant shall not be entitled to receive from Landlord any damages suffered by Tenant as a result of such dispossession.

## ARTICLE XX

### TENANT'S ADDITIONAL COVENANTS.

20.1 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term and during any other time that Tenant occupies the Leased Premises or any part thereof and after the termination of this Lease (in the case of obligations to be performed after, or that survive, the termination of this Lease):

(a) To perform promptly all of the obligations of Tenant as set forth in this Lease, including, without limitation, the obligation to pay when due all rent, and all charges, rates and other sums, which by the terms of this Lease are to be paid by Tenant. Payment of all such amounts shall be paid to:

Hazel Crest Plaza  
c/o National Shopping Plazas, Inc.  
200 West Madison Street, Suite 4200  
Chicago, Illinois 60606-3402

or to such persons at such other places as Landlord may designate in written notice to Tenant from time to time.

(b) To use the Leased Premises only for the Permitted Uses specified in Section 1.6, to operate its business in the Leased Premises under Tenant's Trade Name as set

forth in Section 1.1; and to conduct its business at all times in a high-grade and reputable manner so as to produce the maximum volume of sales and transactions, and to help establish and maintain a high reputation for the Shopping Center.

(c) Except when, and to the extent that, the Leased Premises are untenable by reason of damage by fire or other casualty, to use and continuously operate for retail sales purposes all of the Leased Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Leased Premises; to furnish and install all trade fixtures, which shall at all times be suitable and proper for carrying on Tenant's business; to carry a full and complete stock of seasonable merchandise offered for sale at competitive prices; to maintain adequate trained personnel for efficient service to customers; and to open for business and remain open for the customary business hours during all regular and usual business days during the entire Lease Term; and to light its display windows and signs, if any, during any hours when either the Shopping Center or the Leased Premises are open for business.

(d) To store in the Leased Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt; to store all trash and refuse in adequate containers within the Leased Premises (or at a location(s) therefor within the Common Areas designated or approved from time to time by Landlord), and to maintain such containers in a healthy, safe, neat and clean condition and in a location so as not to be visible to members of the public shopping in the Shopping Center, and to attend to the daily disposal thereof in the manner designated by Landlord (said trash containers shall be no larger than two and one-half cubic yards in size and shall be on wheels for manageable disposal); to keep all drains inside the Leased Premises clean; to receive and deliver goods and merchandise only in the manner, at such times and in such areas as may be designated by Landlord from time to time; to conform to all rules and regulations that Landlord may from time to time make or promulgate in the management and use of the Shopping Center; and to cause conformance to all such rules and regulations by the agents and employees of Tenant and its assignees and sublessees. If the Leased Premises are used for the sale of food for consumption therein, such as for a restaurant or snack bar, Tenant shall store all trash, refuse and garbage in a garbage storeroom or compartment which Tenant shall install and keep in repair at its sole expense.

(e) Except for repairs required to be performed by Landlord pursuant to Section 7.1, to keep the Leased Premises, including, but not limited to, the security screen or wall (store front), and all fixtures and displays, clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating) and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace any glass that may be damaged or broken with glass of the same quality.

(f) To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Leased Premises equipped with all safety appliances so required; to produce any licenses and permits required for any use of the Leased Premises by Tenant; and to comply with the orders and regulations of all governmental authorities.

(g) To pay promptly when due the entire cost of any work in the Leased Premises undertaken by Tenant or any of its assignees or sublessees, so that the Leased Premises and the Shopping Center shall at all times be free of liens for labor and materials; to procure all necessary work permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to perform such work only with contractors previously approved in writing by Landlord; to perform such work with union labor to the extent and in such manner as to ensure proper maintenance of good labor relationships; to comply with all governmental requirements relating to such work; and to save Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage by any person or property occasioned by or growing out of such work.

(h) To save Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant or any of its assignees or sublessees, or anyone claiming by, through or under Tenant or any of its assignees or sublessees.

(i) To maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant, and further insuring, as additional insureds (on a primary, non-contributory basis) as their interests may appear, Landlord and Landlord's beneficiaries and their respective agents, employees, successors and assigns, and the holders of any notes secured by a first mortgage or trust deed on the Shopping Center and/or the Leased Premises, against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$500,000.00, and for injury to or death of more than one person in any one accident in an amount of not less than \$1,000,000.00, and for damage to property in an amount of not less than \$150,000.00, made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in the Leased Premises (Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate) and, in addition and in like amounts, covering Tenant's contractual liability under the hold harmless clause set forth in subsection 8.1(h) hereof; to carry like coverage against loss or damage by boiler or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance, with such extended coverage endorsements as Landlord may from time to time require, covering all of Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises to the extent of at least 80 percent of their replacement cost. All of said insurance shall be in a form, and in responsible companies, satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which certificates shall evidence the above referenced persons and entities as additional insureds (on a primary, non-contributory basis) and the insurers' respective waivers of subrogation in favor of all such additional insureds), together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord on the day Tenant begins Tenant's Work, and, upon renewal of such policy, not less than thirty (30) days prior to the expiration of the term of such coverage; and, if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof, upon demand, as additional rent.

(j) Landlord and Landlord's beneficiaries, and their respective agents and employees, shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant or any persons claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises, or the building of which they shall be a part, or any part of the Shopping Center, including, but not limited to, claims for damage resulting from (1) any equipment or appurtenances becoming out of repair, (2) Landlord's failure to keep said building or the Leased Premises in repair, (3) injury done or occasioned by wind, water or other natural element, (4) any defect in, or failure of, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipe, stairs, railings or walks, (5) broken glass, (6) the backing-up of any sewer pipe or downspout, (7) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe or drain or any other pipe or tank in, upon or about such building or Leased Premises, (8) the escape of steam or hot water, (9) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or other places upon or near such building or the Leased Premises or otherwise, (10) the falling of any fixture, plaster or ceiling materials, and/or (11) any act, omission or negligence of co-tenants, or of other persons or occupants of said building or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property, or of Landlord, Landlord's beneficiaries or their respective agents or employees.

(k) To permit Landlord, Landlord's mortgagee and their respective agents and employees, to enter the Leased Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located, of shoring the foundations and walls thereof, of erecting scaffolding and/or protective barricades around and about the same, and of showing the Leased Premises to prospective purchasers, lenders and tenants.

(l) To peacefully and quietly vacate the Leased Premises upon the termination of this Lease (whether by lapse of time or otherwise) or the dispossession of Tenant from the Leased Premises (whether by a forcible entry or detainer suit, due to Tenant's default hereunder or abandonment of the Leased Premises or otherwise). Upon such termination or dispossession, Tenant shall (i) remove such of Tenant's goods and effects as are not permanently affixed to the Leased Premises, (ii) remove such alterations and additions to the Leased Premises as Landlord may request, (iii) repair any damage caused by any of the aforesaid removals, and (iv) peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove), and all fixtures, furnishings, floor coverings and equipment that are permanently affixed to the Leased Premises, which shall thereupon become the property of, and be owned by, Landlord, clean and in good order, repair and condition, damage by fire or other unavoidable casualty excepted. Any goods, effects, trade fixtures or other personal property of Tenant not removed within two (2) days following any such termination or dispossession shall, at Landlord's option, become the property of, and be owned by, Landlord.

(m) If the mortgagee or trustee named in any first mortgage or trust deed now or hereafter placed upon the Shopping Center or any part thereof, or upon any portion or all of the Shopping Center and other property, shall elect, by written notice to Tenant, to subject and subordinate the rights and interests of Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject

and subordinate, provided that the mortgagee or trustee shall agree, in said notice, to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may, in the alternative, elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. The election of such mortgagee or trustee shall be binding upon Tenant, whether this Lease is dated prior or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and, in the event Tenant fails to do so within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact, and in its name, place and stead, so to do.

(n) Intentionally omitted.

(o) To pay to Landlord, as additional rent hereunder, Tenant's pro rata share of all real estate taxes paid by Landlord for the Shopping Center for any calendar year or part thereof included in the Lease Term. Tenant's pro rata share of real estate taxes shall be the ratio of the total floor area of the Leased Premises to the total floor area of all rentable space in the Shopping Center. Tenant's share shall be prorated in the event the Lease Term covers only a part of any calendar year. The term "real estate taxes," as used in this Lease, shall mean all taxes and assessments, general, special and otherwise, levied, assessed or imposed at any time by any governmental authority upon or against the land and/or improvements constituting the Shopping Center, or upon or against any rentals payable by tenants of the Shopping Center to Landlord, either by way of substitution for the taxes and assessments levied, assessed or imposed against such land and/or improvements (other than an income or franchise tax) or in addition thereto, and "real estate taxes" shall further include the amount of any attorneys' fees and expenses incurred by Landlord in contesting real estate taxes or assessments upon or against the aforesaid land, improvements and/or rentals (including, without limitation, assessed valuations, tax rates and other factors affecting the amount of any such taxes or assessments) (but not exceeding the amount of any tax or assessment reduction resulting from any such contest). Tenant shall pay to Landlord in advance monthly installments one-twelfth (1/12th) of the amount reasonably estimated by Landlord to be Tenant's pro rata share of such real estate taxes and assessments applicable to the Shopping Center, commencing on the first day of the calendar month next succeeding the Commencement Date, and this covenant shall survive the expiration or earlier termination of the Lease Term. Within 90 days after Landlord's receipt of the final bill for each calendar year included in whole or in part within the Lease Term, Landlord shall compute the actual amount of Tenant's pro rata share of the foregoing charges for such calendar year and furnish to Tenant a statement in reasonable detail. Within 30 days thereafter, there shall be a settlement between Landlord and Tenant with payment to Landlord, or credit to Tenant, as the case may be, so that Tenant's actual payments shall be equal to Tenant's pro rata share of such charges for such calendar year and no more.

(p) To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee.

(q) To promptly furnish to Landlord, whenever requested, financial statements reflecting Tenant's current financial condition.

(r) To give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises or the Common Areas of which Tenant has knowledge.

(s) To pay on demand Landlord's costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in enforcing any obligation of Tenant under this Lease and/or on account of any default by Tenant under this Lease, including, without limitation, any default by Tenant as provided in Section 10.1, Section 10.3 or elsewhere in this Lease, and/or in defending or participating in any legal proceedings initiated by, or on behalf of, Tenant or any of its assignees or sublessees wherein Landlord is not found to be in default hereunder.

(t) To furnish, maintain and provide, at Tenant's sole cost and expense, the following insurance coverage for the benefit of Landlord and Tenant, during the entire term of the Lease, if applicable: liquor liability insurance insuring against claims for personal injury, loss of means of support, death and property damage caused by the intoxication of any person who was either sold or given alcoholic beverages on or about Tenant's premises. The limitation of liability shall not be less than \$1,000,000 (Landlord shall have the right to direct Tenant to increase such amount whenever it considers such amount inadequate), and such insurance shall name as insured Landlord, Landlord's beneficiaries and their respective employees and agents, Tenant and the holders of any notes secured by a first mortgage or trust deed on the Shopping Center and/or the Leased Premises, as their interests may appear. Such policy may be a blanket policy covering other locations, and evidence of such insurance shall be delivered to Landlord upon demand. If Tenant fails to obtain such insurance or to maintain same in effect or to furnish Landlord with such evidence, Landlord shall have the right to obtain such insurance and to add the cost thereof to the rent then due or becoming due hereunder.

(u) To pay, as additional rent, all sums and amounts (other than Minimum Rent) that, by the terms of this Lease, are owing from Tenant to Landlord.

(v) Promptly upon the completion of Tenant's Work or any other alteration, addition or improvement to the Leased Premises, including, without limitation, any Tenant's Work or other alteration, addition or improvement affecting the building structure, HVAC or other building systems serving the Leased Premises, to provide to Landlord, in both pdf format and CAD drawing in DWG format, as-built plans and specifications for such Tenant's Work, alteration, addition or improvement.

20.2 Negative Covenants. Tenant covenants at all times during the Lease Term and during any other time that Tenant occupies the Leased Premises or any part thereof:

(a) Not to injure, overload, deface or otherwise harm the Leased Premises; or commit any nuisance; or unreasonably annoy owners or occupants of neighboring property; or use the Leased Premises for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvements within the Shopping Center, or in any manner that will increase the cost of any of Landlord's insurance; or burn any trash or refuse within the Shopping Center; or sell, distribute or give away any product that tends to create a nuisance in the Common Areas; or make any use of the Leased Premises that is improper, offensive or contrary to any law or ordinance or any

regulation of any governmental authority; or conduct or permit any going-out-of business, bankruptcy, fire or auction sales on the Leased Premises; or use any advertising medium that might be annoying, such as: hand bills, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment; or use any advertising medium in a manner to be seen or heard outside the Leased Premises; or load, unload or park any truck or other delivery vehicle in any area of the Shopping Center other than the area or areas designated therefor by Landlord; or use any sidewalks, walkways, malls or common areas in the Shopping Center for the storage or disposal of trash or refuse or the selling or displaying of any merchandise or other object, including, but not by way of limitation, the use of any of the foregoing for any news stand, cigar stand, sidewalk shop or any other business occupation or undertaking (such latter uses being reserved to Landlord and its designees); or place any fence, structure, barricade, building, improvement, division, rail or obstruction of any type or kind on any part of the Common Areas; or use the Common Areas for any purpose other than the use designated by Landlord; or install or use any sign or other advertising device on the exterior of the Leased Premises other than a store identifying sign approved by Landlord; or use or permit the use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms; or do any act intended to injure the reputation of the Shopping Center.

(b) Not to make any alterations or additions, or permit the making of any holes in walls, partitions, ceilings or floors, or permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord (and, in any event, all fascia signs shall include individual letters, it being agreed that box signs will not be permitted on the Leased Premises). Relative to the foregoing, Landlord and Tenant agree that Tenant shall be entitled to install its panel on the existing pylon sign of the Shopping Center in the space reserved for "Medical" as shown on Exhibit "D" attached hereto and made a part hereof. Tenant's aforesaid panel shall at all times comply with all applicable laws, codes and ordinances and shall, at Tenant's expense, be kept in good condition and repair and be immediately removed upon the expiration or earlier termination of this Lease.

(c) Not to assign, sell, mortgage, pledge or in any manner transfer this Lease or grant any interest herein, by operation of law or otherwise, or sublet or grant license to use the Leased Premises or any part or parts thereof, or permit occupancy thereof by anyone with, through or under it without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld.

(d) Not to suffer any mechanic's lien to be filed against the Leased Premises, or any other portion of the Shopping Center, by reason of any work, labor, service or materials performed at, or furnished to, the Leased Premises for Tenant, or for anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Tenant shall have the right to contest any and all such liens, provided security deposit satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof, or, if earlier, by the date any such lien is scheduled to be enforced by sale, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding

deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and, together with interest thereon as provided in Section 10.3, shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Leased Premises or the Shopping Center to any lien or liability under the Mechanic's Lien Law of the State in which the Shopping Center is located.

## ARTICLE XXI

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

21.1 Fire, Explosion or Other Casualty. In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent that is less than 50% of the cost of replacement of the Leased Premises, the damage shall be repaired promptly by Landlord at Landlord's expense, provided that Landlord shall not be obligated so to repair if such fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents or employees, and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage, and (a) Landlord is not required to repair as hereinabove provided, (b) the Leased Premises shall be damaged to the extent of 50 percent or more of the cost of replacement, or (c) the building of which the Leased Premises is a part is damaged to the extent of 25 percent or more of the cost of replacement, or (d) all buildings (taken in aggregate) in the Shopping Center shall be damaged to the extent of more than 25 percent of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings or to terminate this Lease upon giving notice of such election to Tenant within 90 days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding (except for punch list work), said proportion to be computed on the basis of the relation that the gross square footage area of the space rendered untenable bears to the Floor Area of the Leased Premises. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and, if Tenant has closed for business, Tenant shall promptly re-open for business upon the completion of such repairs.

21.2 Eminent Domain. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is taken. If 25 percent or less of the Floor Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day possession shall be so taken by such public authority, and Tenant shall pay rent up to that day



with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is so taken, and thereafter the Minimum Rent shall be adjusted equitably. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit; provided, that Landlord shall not be obligated to undertake any such repairs or alterations if the total estimated cost thereof will exceed the amount of the award with respect to the Leased Premises. If more than 25 percent of the Floor Area of the Leased Premises shall be so taken, then, the Lease Term shall cease only on the part so taken from the day possession shall be taken by such authority, and Tenant shall pay rent up to that day with an appropriate refund by Landlord of any rent that has been paid in advance for a period subsequent to the date possession is so taken, and either party shall have the right to terminate this Lease upon notice in writing within ten days after taking of possession. In the event Tenant remains in possession, and Landlord does not so terminate, all of the terms herein provided shall continue in effect, except that the Minimum Rent shall be abated equitably, and Landlord shall make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit; provided, that Landlord shall not be obligated to undertake any such repairs or alterations if the estimated cost thereof will exceed the amount of the award with respect to the Leased Premises. If more than 25 percent of the Floor Area of the building in which the Leased Premises are located, or more than 25 percent of the aggregate floor area of all the buildings in the Shopping Center, shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation provided, however, that Landlord shall not be entitled to any award made expressly to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvement (exclusive of Landlord's contribution) less depreciation computed from the date of said improvements to the expiration of the original term of this Lease.

## ARTICLE XXII

### DEFAULTS BY TENANT AND REMEDIES.

22.1 Defaults By Tenant. Landlord may, at its option, terminate this Lease if any default by Tenant continues after notice, in case of non-payment of rent or any other payment provided to be made hereunder for more than five (5) days, or in case of any other default that Tenant does not cure within fifteen (15) days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within thirty (30) days; or if Tenant does not pay, after demand, any other liability to Landlord arising out of, or in connection with, the construction or operation of the Shopping Center; or if Tenant falsifies any monetary report to Landlord; or if a receiver or similar officer becomes entitled to this leasehold; or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant; or if Tenant does, or permits to be done, any act that creates a mechanic's lien or

claim thereof against the Leased Premises or the Shopping Center and Tenant does not comply with the provisions of Section 8.2(d). Upon such termination of this Lease, Landlord may re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom; Landlord, upon such repossession of the Leased Premises, shall be entitled to recover, as liquidated damages and not as a penalty, a sum of money equal to the value of the Minimum Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). Landlord may, for the purpose of such reletting, decorate and make any repairs, changes, alterations and additions in or to the Leased Premises that it may deem necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord, on demand, as liquidated damages and not as a penalty, a sum equal to the amount of the Minimum Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations and additions and all other expenses of such reletting and after crediting any rents collected from such reletting, to satisfy the total rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency; and Tenant agrees that Landlord may, from time to time, file suit to recover any sums falling due under the terms of this Section. Landlord is hereby given a first lien upon all property of Tenant, including, but not limited to, all trade fixtures, that shall come in or be placed upon the Leased Premises, and whether acquired by Tenant before or after the date hereof, to secure the payment of rent and the performance of each and every other covenant herein contained to be performed by Tenant. The rights and remedies herein contained and reserved to Landlord shall not be considered as exclusive of any other right or remedy of Landlord, but shall be construed as cumulative and shall be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute.

22.2 Holdover By Tenant. In the event Tenant remains in possession of the Leased Premises after expiration or termination of the tenancy created hereunder, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, at twice the Minimum Rent and twice all the other charges due hereunder, and subject to all of the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

22.3 Landlord's Right To Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease and, whenever Landlord so elects, all costs and expenses thereby incurred by Landlord, including, without limitation, reasonable attorneys' fees and court costs, together with interest on the amount of any costs and expenses so incurred at the rate of 18 percent per annum, shall be due and payable by Tenant to Landlord on demand.

22.4 Effect of Waivers of Default. No consent by Landlord to, or waiver by Landlord of, any breach of any covenant, condition or duty of Tenant, whether such consent or waiver be expressed or implied, shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

## ARTICLE XXIII

### OPTION TO EXTEND LEASE TERM AND ADJUSTED MINIMUM RENT.

23.1 Option to Extend Lease Term. Landlord grants Tenant an option to extend the Lease Term for two (2) "Renewal Terms" of five (5) years each. During the first and each subsequent year of each Renewal Term, the annual Minimum Rent shall increase by two and one-half percent (2.5%) per annum over the annual Minimum Rent that was in effect as of the end of the preceding year, but, in all other respects, the provisions and terms hereof shall apply to such Renewal Terms. In the event Tenant elects to extend this Lease for any Renewal Term pursuant to this Section 11.1, Tenant shall give written notice to Landlord no later than 250 days prior to the commencement date for the Renewal Term with respect to which such option is being exercised by Tenant. Notwithstanding the foregoing or anything to the contrary contained in this Article XI or elsewhere in this Lease, it shall be a condition to Tenant's right to extend the Lease Term for a Renewal Term, and to the effectiveness of any election by Tenant to extend the Lease Term, that Tenant not be in default under this Lease at the time of its aforesaid notice of election or during the period from the date of such notice through the commencement of the applicable Renewal Term.

## ARTICLE XXIV

### MISCELLANEOUS PROVISIONS.

24.1 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises or the building in which the Leased Premises are located, and (b) such party is then covered, in whole or in part, by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation that might otherwise exist in, or accrue to, any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). Notwithstanding the foregoing provisions of this Section 12.1 or anything to the contrary contained in Article V, Section 7.1, Section 8.1 or elsewhere in this Lease, in the event of any damage to or destruction of any exterior glass of, or any exterior door to, or any air conditioning unit serving, the Leased Premises or any hardware or other component of any such exterior door or air conditioning unit, whether or not such damage or destruction is covered by any insurance policy maintained, or that is required to be maintained, by Landlord, (i) Tenant, not Landlord, shall be responsible, at its cost, for the prompt repair and/or replacement

of any such exterior glass, exterior door, air conditioning unit or exterior door or air conditioning unit component and (ii) neither Landlord nor any of its insurers shall bear any of such cost.

24.2 Notices From One Party To The Other. All notices, demands and requests required or permitted under this Lease shall be in writing. All notices, demands and requests shall be deemed to have been properly given when served personally or deposited in a Post Office or branch Post Office regularly maintained by the United States Government, Certified Mail - Return Receipt Requested - with postage prepaid, addressed to Landlord at the address appearing in Section 1.1(a) and addressed to Tenant at the address of Tenant appearing in Section 1.1(b). At any time when Tenant's interest herein shall be vested in more than one person, firm or corporation, notice shall be conclusively deemed to have been given to all such persons, firms and corporations. Any notice, demand or request given by Tenant to Landlord shall be ineffective unless all such persons, firms or corporations shall have previously given notice to Landlord, signed by each of them, designating one or more of them to give the notice, demand or request referred to.

24.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's broker, if any, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

24.4 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the masculine and feminine genders.

24.5 Estoppel Certificates. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Minimum Rent and other charges have been paid, and any other factual data relating to this Lease or the Leased Premises that Landlord may request.

24.6 Short Form Lease. Tenant agrees not to record this Lease, and Landlord and Tenant agree to execute, acknowledge and deliver, if either party shall so request, a "Short Form Lease" suitable for recording.

24.7 Interest on Unpaid Amounts; NSF Checks. All amounts owed by Tenant to Landlord hereunder shall be deemed to be additional rent and shall, unless otherwise provided herein, be paid within ten (10) days from the date Landlord renders a statement of account thereof. All amounts (including Minimum Rent) shall bear interest from the date due until the date paid at the rate of 18% per annum. In addition, Tenant shall reimburse Landlord, upon

demand by Landlord, for any charges incurred by Landlord as a result of any payment by Tenant being returned unpaid by Tenant's bank due to insufficient funds (NSF); returned check charges are in addition to late charges and any interest charged on overdue amounts.

24.8 Applicable Law and Construction. The laws of the State in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

24.9 Delays. Whenever a period of time is provided in this Lease for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of Landlord, and the time for performance specified herein shall be extended for the amount of time Landlord is so delayed.

24.10 Execution of Lease by Landlord and Tenant. Except as stated in this Lease, no employee or agent of Landlord or of Landlord's broker, if any, has the authority to make or execute a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises, and this document shall become effective and binding only upon execution and delivery by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord, or of Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

24.11 Binding Effect of Lease; Assignment by Landlord. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

24.12 Joint and Several Liability of Tenant. If there is more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each party, and if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the general partners of such partnership and of such partnership.

24.13 Confession of Judgment. Tenant hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be Tenant's true and lawful attorney, for Tenant and in Tenant's name and stead, to enter Tenant's appearance in any suit or suits that may be brought in any court of this State at any time when any money is due hereunder for rent or otherwise, to waive the issuance of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for

reasonable attorneys' fees in favor of Landlord, and to release all errors that may occur or intervene in such proceedings, including, without limitation, the issuance of execution upon such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, or any bill in equity filed, or any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

24.14 Cancellation. If any lending institution shall require a change in this Lease as a condition to extending financing on the security of the Shopping Center and/or if Landlord determines that this Lease materially interferes with Landlord's ability to obtain desired financing secured by the Shopping Center, Landlord may terminate this Lease upon 90 days advance notice to Tenant, in which event Landlord shall reimburse Tenant for the unamortized cost of all Tenant's improvements to the Leased Premises and expenses of moving Tenant's stock and trade fixtures to a destination up to 25 miles from the Shopping Center.

24.15 Counterparts. This Lease may be executed in one or more counterparts, but all such counterparts shall be one and the same single instrument.

24.16 Limitation on Liability. Notwithstanding any provision in this Lease to the contrary, Tenant agrees to look solely to the interest of Landlord in the Shopping Center and any rents derived therefrom for the satisfaction of any damages or other obligations, liabilities or indebtedness of Landlord to Tenant arising under this Lease. Without limitation of the foregoing, neither Landlord nor any of its beneficiaries, trustees, partners, members, managers, directors, officers, employees, agents or representatives shall have any personal obligation or liability for any such damages, obligations, liabilities or indebtedness beyond Landlord's interest in the Shopping Center or rents derived therefrom.

12.17 Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY AGREE THAT ANY DISPUTE, CLAIM OR OTHER CONTROVERSY ARISING PURSUANT TO THIS LEASE OR IN CONNECTION HERewith SHALL BE TRIED WITHOUT A JURY, BY JUDGE ALONE, BEFORE A COURT OF COMPETENT JURISDICTION, IN THE STATE OF ILLINOIS, AND EACH OF LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY OF THE AFORESAID DISPUTES, CLAIMS OR CONTROVERSIES.**

12.18 Survival. Upon the expiration or termination of this Lease, all obligations of Tenant relative to payment of rent (including, without limitation, the rents described in Section 1.5 hereof), or any other amount owing under this Lease, that have accrued on or prior to the expiration or termination of this Lease, and any other obligations of Landlord or Tenant that, by their nature, arise after the expiration or termination of this Lease (e.g., indemnification obligations relative to actions during the Lease Term and obligations of Tenant relative to removal of its property from the Leased Premises and repair of any damage caused thereby), shall survive such expiration or termination.

12.19 Certificate of Need. Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, Tenant cannot establish a dialysis facility on the Leased Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (a "CON") permit from the Illinois Health Facilities and Services Review Board (the "HFSRB"). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to April 21, 2018. In light of the foregoing facts, the parties agree that they have executed this Lease prior to approval of the CON permit, but this Lease shall not be binding on either party prior to approval of the CON permit and shall not be effective prior to CON permit approval. Assuming CON approval is granted, the effective date of this Lease shall be the date of the CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Leased Premises by April 21, 2018, neither party shall have any further obligation to the other party under this Lease and this Lease shall for all purposes be terminated and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

Landlord and Tenant have duly executed and delivered this Lease between them, as of the date first above set forth.

LANDLORD:

Hazel Property Group, L.L.C., an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

Dialysis Care Center Hazel Crest, LLC

By: \_\_\_\_\_

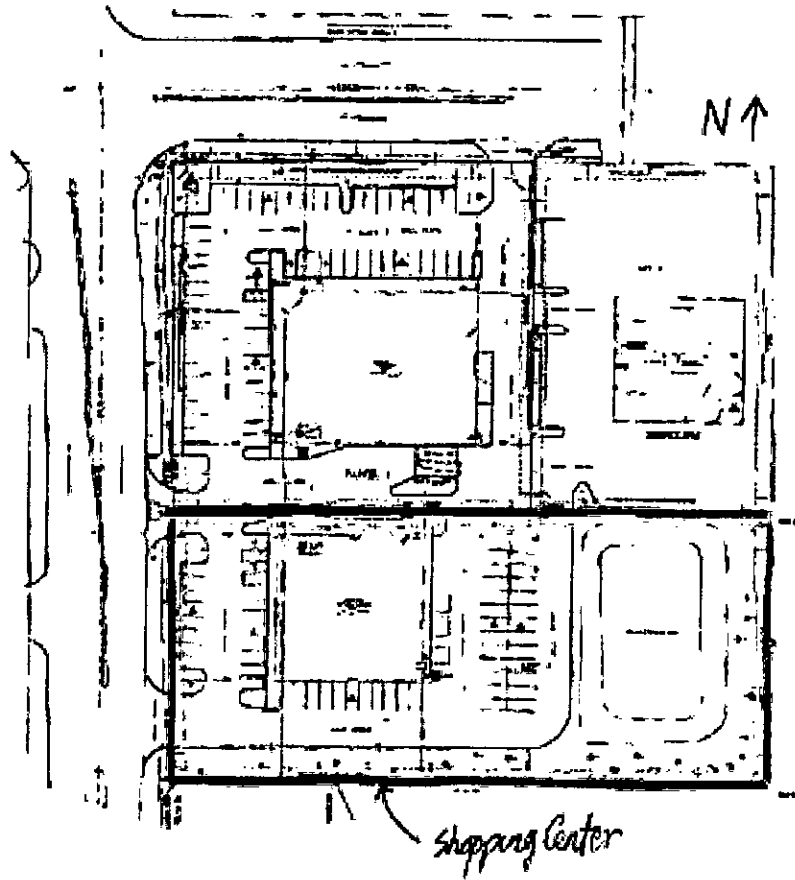
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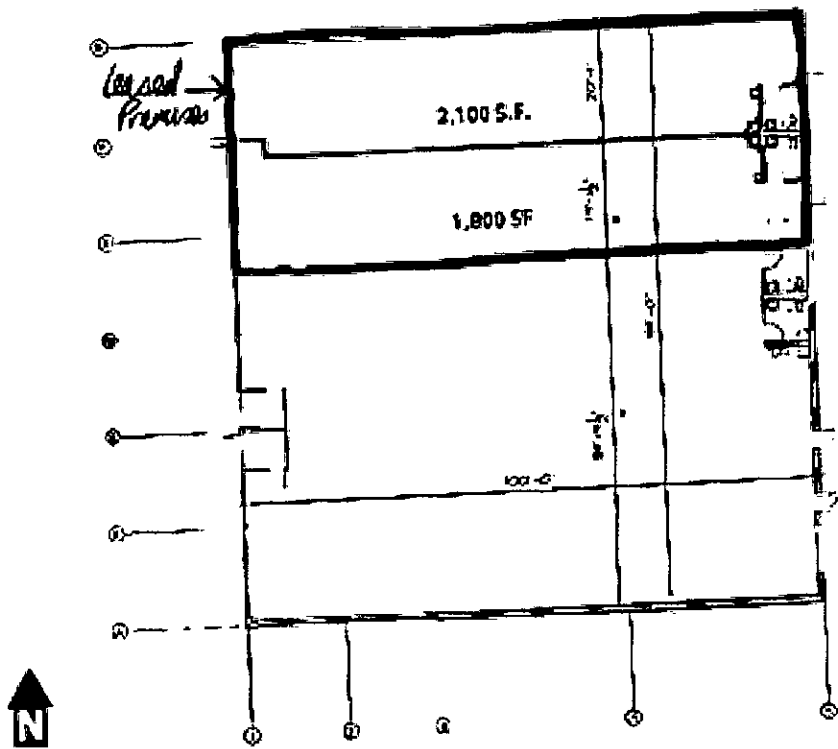
Its: \_\_\_\_\_

Attachment 34



EXHIBIT "A-B"





Attachment 34

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"



### GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this guaranty, as it may be amended, restated, replaced or otherwise modified from time to time, the "Guaranty"), dated as of \_\_\_\_\_, 20\_\_\_\_, by and from Dialysis Care Center Holdings, LLC, a \_\_\_\_\_ limited liability company, having an address at \_\_\_\_\_ ("Guarantor"), with respect to that certain Lease dated as of \_\_\_\_\_, 20\_\_\_\_ (as it may be amended, restated, replaced or otherwise modified from time to time, the "Lease"), between Hazel Property Group, L.L.C., an Illinois limited liability company ("Landlord"), and Dialysis Care Center Hazel Crest, LLC, an Illinois limited liability company ("Tenant"), covering the Leased Premises (as defined in the Lease) located in Hazel Crest, Illinois identified therein (the "Premises").

WHEREAS, Guarantor desires, and Landlord requires, that this agreement be furnished so that Guarantor, being obligated to do so, can fulfill the terms and conditions of the Lease with respect to the Premises with the same effect as if the Lease had been entered into with Guarantor as the tenant thereunder.

NOW, THEREFORE, in consideration and recognition of the execution of the Lease, and other good and valuable consideration and intending to be legally bound hereby, Guarantor hereby unconditionally guarantees, and unconditionally becomes surety to Landlord, its successors and assigns, for the payment of all rent, additional charges and other sums owing under the Lease, and the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in each case in accordance with and within the times prescribed by the Lease, as well as all other liabilities now or hereafter contracted by Tenant with Landlord pursuant to the Lease and together, to the extent the same are chargeable to Tenant under the Lease, with all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection with any of the foregoing and/or in connection with the enforcement of Landlord's rights against Tenant or Guarantor (all of the foregoing being hereinafter collectively referred to as the "Liabilities"). In the event Tenant fails to pay, perform or observe, as applicable, any of the Liabilities, and such failure is not cured within the cure period, if any, provided to Tenant by the terms of the Lease, an Event of Default shall be deemed to have occurred under this Guaranty. Guarantor agrees that it shall be obligated to keep itself informed as to the status of Tenant's payment, performance and observance of the Liabilities and that Landlord shall not be obligated to give Guarantor, and Guarantor shall not be entitled to, notice of any failure by Tenant to pay, perform or observe, as applicable, any of the Liabilities, provided, however, that Landlord agrees to accept the cure of any such failure, on or prior to the expiration of the cure period, if any, provided to Tenant by the terms of the Lease, by either Tenant or Guarantor.

Guarantor further agrees as follows:

11. Landlord shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from Guarantor, and without affecting, impairing, or discharging in whole or in part, the Liabilities of Guarantor hereunder: to modify, change, extend, alter, amend or supplement in any respect whatsoever, any agreement or transaction between Landlord and Tenant or between Landlord and any other party liable for the Liabilities, or any portion or provision thereof; to grant extensions of time and other indulgences of any kind to Tenant; to compromise, release, substitute, exercise, enforce or fail or refuse to exercise or enforce any

claims, rights or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Landlord at any time under any agreement or otherwise. The Liabilities of Guarantor shall not be affected, impaired or discharged, in whole or in part, by reason of payments by Tenant of all or a portion of the Liabilities, to the extent such payments shall be turned over as "voidable preferences" or otherwise required to be refunded or disgorged, or by reason of any action whatsoever taken by Landlord with respect to any security in which Landlord may at any time have any interest or against any other party liable for all or any part of the Liabilities.

12. Guarantor waives: (a) all notices, including but not limited to (i) notice of acceptance of this Guaranty, (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm or corporation held by Landlord as collateral security, and (iii) notice of any failure by Tenant to pay, perform or observe, as applicable, any of the Liabilities or of any Event of Default (as defined in the Lease); (b) all defenses, offsets and counterclaims which Guarantor may at any time have to any of the Liabilities, except to the extent the same is a valid defense, offset or counterclaim on the part of Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

13. Landlord may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Lease or subletting of the Premises shall operate to extinguish or diminish the liability of Guarantor hereunder.

14. The liability of Guarantor under this Guaranty shall be primary with respect to any right of action which shall accrue to Landlord under the Lease, and Landlord may, at its option, proceed against Guarantor without having to commence any action, or having obtained any judgment, against Tenant.

15. The Liabilities of Guarantor shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Tenant; (b) the proposal of or the consummation of a plan of reorganization concerning Tenant; (c) the assignment of Tenant's obligations under the Lease or any other or further sublease of any portion of the Premises, whether or not any such assignment or sublease is permitted under the Lease; or (d) except by reason of actual payment and performance of Tenant's obligations under the Lease, the discharge of the obligations of Tenant to Landlord.

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

17. The liability of Guarantor shall bind the respective representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord, its successors and assigns.

18. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Illinois without reference to the choice of law principles thereof. Guarantor hereby agrees to submit to the jurisdiction of any court of general jurisdiction sitting in the State of Illinois.

19. All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and delivered or mailed (by registered or certified mail, return receipt requested, or reputable nationally recognized overnight courier service and postage prepaid), addressed to the respective parties, as follows:

(b) if to Guarantor:

Dialysis Care Center Holdings, LLC

\_\_\_\_\_  
\_\_\_\_\_

(b) if to Landlord:

National Shopping Plazas, Inc.  
200 West Madison Street, Suite 4200  
Chicago, Illinois 60606  
Attention: George D. Hanus, President

or to such other address as either party may hereunder designate, and shall be effective upon receipt.

20. Guarantor represents and warrants to Landlord that Guarantor has guaranteed all of the dialysis care center leases that have heretofore been entered into by Asim Shazzad or any of his affiliated entities.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and sealed as of the day and year first above written.

Dialysis Care Center Holdings, LLC, a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SECTION IX. 1120.130 - ECONOMIC FEASIBILITY**  
Financial Viability Waiver

Dialysis Care Center Hazel Crest will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver.



**Section IX. Financial and economic Feasibility**  
Reasonableness of Financing Arrangement

Dialysis Care Center Hazel Crest will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver

Attachment 36 is a letter attesting that the total estimated project costs will be funded entirely with cash.

Attachment 36

**Section IX. Financial and economic Feasibility**  
Reasonableness of Financing Arrangement

Kathryn Olson  
Chair  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify the following:

- Dialysis Care Center Hazel Crest will be funded through cash and cash equivalents, a lease, and no debt financing to be used
- Dialysis Care Center maintains sufficient cash and short term securities to fund this project; and
- The expenses to be incurred through the lease of space and selected equipment are less than those associated with the construction of a new facility or the purchase of equipment.

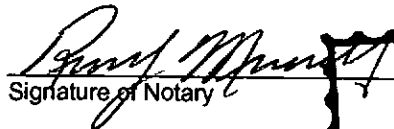
Sincerely,

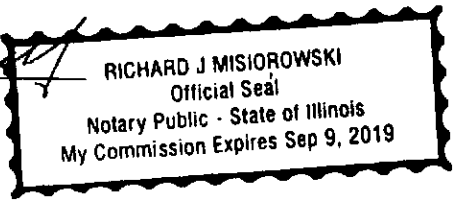


Asim M Shazzad  
Chief Operating Officer

Notarization:

Subscribed and sworn to before me  
this 7 day of DECEMBER

  
Signature of Notary



**Section IX. Financial and economic Feasibility**  
Conditions of Debt financing

Dialysis Care Center Hazel Crest will be funded entirely with cash and cash equivalents, Accordingly, this criterion is not applicable.

**Section IX. Financial and economic Feasibility**

Criterion 1120.310 (c) Reasonableness of project and related cost

Dialysis Care Center Hazel Crest will be funded entirely with cash and cash equivalents, thereby meeting the criteria for the financial waiver

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD		\$125.00			3900			\$487,500.00	\$487,500.00
Contingency		\$15.38			3900			\$60,000	\$60,000
TOTALS		\$140.38			3900			\$547,500.00	\$547,500.00

These projected costs are below the state standards.

**Section IX. Financial and economic Feasibility**

Criterion 1120.310 (d) Project Operating cost  
 FMV OF LEASE

**Fair Market Value Leased Space**  
**DCC Hazel Crest**

Initial Base rent + CAM	\$	16.50
Escalation		2.0%
Rentable square feet		3900
Term		10
Discount Rate		10%

	Annual Rent	Discount Factor	Present Value of Rent
Year 1	\$ 64,350	0.90909	\$ 58,499.94
Year 2	\$ 65,637	0.82645	\$ 54,245.70
Year 3	\$ 66,950	0.75131	\$ 50,300.01
Year 4	\$ 68,289	0.68301	\$ 46,641.89
Year 5	\$ 69,655	0.62092	\$ 43,249.88
Year 6	\$ 71,048	0.56447	\$ 40,104.24
Year 7	\$ 72,469	0.51316	\$ 37,187.96
Year 8	\$ 73,918	0.46651	\$ 34,483.45
Year 9	\$ 75,396	0.4241	\$ 31,975.56
Year 10	\$ 76,904	0.3855	\$ 29,646.57

FMV of Lease \$ 426,335.20

**Section IX. Financial and economic Feasibility**  
 Criterion 1120.310 (d) Proforma



<b>Proforma</b>				
Summarized Profit and Loss Statement 2017				
[HAZEL CREST]				
	INCEPTION	YE 1	YE 2	YE 3
<b>Total Patients</b>	5	45	58	72
<b>Total Treatments</b>	726	6534	8422	10454
<b>Revenue</b>	\$ 224,153	\$ 2,097,163	\$ 2,810,569	\$ 3,581,396
<b>Expenses</b>				
Total Personnel	556,000.00	823,603.53	991,135.55	1,031,177.42
Total Supplies	47,190.00	434,053.62	561,089.10	698,563.01
Total Facilities Expenses	245,436.68	394,808.71	500,028.93	579,669.76
Total Initial Fees	5,025.00	-	-	-
Depreciation	53,690.48	53,690.48	53,690.48	48,857.14
Amortization of Leasehold Int	32,500.00	32,500.00	32,500.00	32,500.00
Overhead-3% of Rev	6,724.58	62,914.89	84,317.06	107,441.89
Write Offs - 1% of Rev	2,241.53	20,971.63	28,105.69	35,813.96
<b>TOTAL EXPENSES</b>	<b>948,808.25</b>	<b>1,822,542.86</b>	<b>2,250,866.80</b>	<b>2,534,023.18</b>
<b>Income (Loss) Operations</b>	<b>(724,655.75)</b>	<b>274,620.26</b>	<b>559,702.01</b>	<b>1,047,373.13</b>
<b>Percent Profit</b>	<b>-323%</b>	<b>13%</b>	<b>20%</b>	<b>29%</b>

**Section IX. Financial and economic Feasibility**

Criterion 1120.310 (D) Project Operating cost

**Project operating cost, Year 2**

Operating Expenses.....	\$2,052,253.57
Annual treatments	8422
Operating Cost per treatment	\$243.69

**Section IX. Financial and economic Feasibility**

Criterion 1120.310 (e) Total Effect of the project on capital costs

**Project operating cost, Year 2**

Depreciation/Amortization and interest \$ 86,190.48

Treatments 8,422

Capital cost per treatment \$10.23



**Section IX. Financial and economic Feasibility**

## Expected Payor Mix

Please find end of year 2 estimated expectations.

<b>Payor Mix</b>	<b># of Patients</b>	<b>% of Revenues</b>
Medicare	46	64%
Medicaid	3	2%
Commercial	9	34%
	58	100%

**SECTION X. SAFETY NET IMPACT STATEMENT**

The establishment of Dialysis Care Center Hazel Crest will not have any impact on safety net services in the Hazel Crest area. Outpatient dialysis facilities services are not typically considered or viewed as "safety net" services. As a result the presence of Dialysis Care Center Hazel Crest as a provider is not expected to alter the way any other healthcare providers function in the community.

Dialysis Care Center Hazel Crest has no reason to believe that this project would have any adverse impact on any provider or health care system to cross-subsidize safety net services.

Dialysis Care Center Hazel Crest will be committed to providing ESRD services to all patients with or without insurance or patients to no regards for source of payment. Dialysis Care Center Hazel Crest will not refuse any patients. Medicaid patients wishing to be served at Dialysis Care Center Hazel Crest will not be denied services. Because of the Medicare guidelines for qualification for ESRD, a few patients' with ESRD are left uninsured for their care.

**SECTION XI. CHARITY CARE INFORMATION**

The policy of Dialysis Care Center Hazel Crest is to provide services to all patients regardless of race, color, national origin. Dialysis Care Center Hazel Crest will provide services to patients with or without insurance and as well as patients who may require assistance in determining source of payment. Dialysis Care Center will not refuse any patient. Medicaid patients wishing to be served will not be denied services. Through Medicare guidelines, patients who are prequalified for ESRD or for the few that are currently ESRD status and are left uninsured, Dialysis Care Center will be committed to providing continued care.

Dialysis Care Center Hazel Crest will be committed to work with any patient to try and find any financial resources and any programs for which they may qualify for.

Dialysis Care Center will be an "open dialysis unit" meaning through our policy, any nephrologist will be able to refer their patients and apply for privileges to round at the facility, if they desire.

Dialysis Care Center will participate in American Kidney Fund (AKF) to assist patients with insurance premiums which will be at no cost to the patient.

Currently as Dialysis Care Center Hazel Crest will be a new entity there is no current Charity documentation that can be provided to the board, however the Charity policy is attached.

Please find attached our Admission Policy and Charity Policy.

# DIALYSIS CARE CENTER HAZEL CREST

## Admission Policy

- I. Purpose: The purpose of this policy is to define requirements for admission to the Dialysis Care Center (DCC).
- II. Performed by: Medical Director, Program Manager, Program Nurse
- III. Overview: All patients must receive modality education by their referring physician prior to being admitted to the facility. The Program staff will further educate the patient on the modality he/she has chosen. The facility Patient Handbook will also include education on the different treatment modalities and instruct the patient on his/her right to change their treatment modality provided they meet the criteria for that modality and they have discussed this with their physician and the members of the interdisciplinary team (IDT).
- IV. Supplies:
  - A. Assignment of Benefits Form
  - B. Release of information Form
  - C. Admission Agreement
  - D. Consent for Dialysis
  - E. Patient Handbook
- V. Policy:
  - A. All patients referred to DCC will be treated regardless of race, creed, age, sex, color, disability, or national origin.
  - B. In order to develop the admission treatment orders and to identify and address any urgent medical needs prior to the completion of the comprehensive patient assessment by the IDT, the Medical Director, nephrologist or physician extender and the Program Registered Nurse will be responsible for an initial assessment before the initiation of the patient's first dialysis treatment in the facility.
  - C. The initial medical assessment may be completed by review of the patient's medical records or consultation with the referring physician and is not intended to require the medical staff physically see the patient in the facility prior to the first treatment.
  - D. Orders for treatment must be obtained prior to the initial dialysis treatment. The Registered Nurse will meet with the patient new to dialysis to

perform an initial nursing assessment prior to initiation of treatment. The minimum nursing evaluation prior to initiating treatment for a patient new to dialysis will include the following:

- Neurologic: level of alertness, orientation
- Subjective complaints
- Pain status
- Activity: ambulation status, support needs, falls risk
- Access assessment
- Respiratory: description of respirations and lung sounds
- Cardiovascular: heart rate and rhythm, blood pressure, any edema
- Fluid gains
- integumentary: skin color, temperature, and any type/location of wounds

E. All appropriate paperwork must be completed prior to admission and includes receipt of medical and financial record to allow enough time for review by the physician and clinical staff. The following forms must be signed before admission to the facility:

- Assignment of Benefits (AOB)
- Release of Information
- Admission Agreement

F. Hepatitis testing is required prior to admission.

G. Financial approval for the patient's admission will be granted based on the patient's insurance coverage the patient's intent to pursue other assistance programs if indicated. Any individual unable to obtain or ineligible for financial or insurance coverage, or refusing to disclose insurance information will not be granted financial clearance to be admitted to the Program.

H. Copies of insurance coverage are required prior to admission.

I. Prior to initiation of dialysis, a consent form for the specific dialysis treatment modality must be signed by the patient or authorized Caregiver.

VI. Procedure: Please follow the steps in the table below.

1	Review admission policy with appropriate staff to ensure admission process is understood and followed.
2	Obtain and review hepatitis status of patient with the Medical Director, physician or physician extender prior to admission.
3	Obtain patient or authorized caregiver signature on all admission documents including but not limited to the AOB, Release of Information and Consent

4	As certain that the patient has received financial and medical clearance and has been approved for admission to the Program/facility before accepting the patient for treatment.
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**VII. References:**

- Federal Register (April 2008). Centers for Medicare & Medicaid Services (CMS), Conditions for Coverage, 494.150 Medical Director.

**VIII. Associate Policies:**

- Hemodialysis Consent Policy

# DIALYSIS CARE CENTER HAZEL CREST

## Charity Policy

- I. **Purpose:** The purpose of this policy is to define requirements for admission to the Dialysis Care Center Hazel Crest, LLC (DCC).
- II. **Performed by:** Medical Director, Program Manager, Program Nurse
- III. **Policy:**
  - A. Provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid pursuant to an Indigent Waiver policy.
  - B. 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.
  - C. Provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. 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.
  - D. Provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation

Attachment 39

11



Original

**Appe**

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**Appendix 1- Physician Referral Letter**

Attached as Appendix 1 is the Medical Director, Dr. Tauseef Sarguroh letter, projecting 79 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

**KIDNEY CARE CENTER**

Kidney Care Center  
3322 Vollmer Rd  
Olympia Fields, IL, 60461

December 7, 2017

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

Dear Ms. Avery,

I am pleased to support Dialysis Care Center Hazel Crest. The proposed 12-station chronic renal dialysis facility, to be located at 18325 Pulaski Ave Unit A-B, Hazel Crest, IL, 60429

Dialysis Care Center Hazel Crest facility will improve access to necessary dialysis services in the Hazel Crest community.

I have witnessed extreme growth of both population and of ESRD patients in this area. We have many pre-ESRD patients in my practice that I anticipate referring to the Dialysis Care Center Hazel Crest. This facility will better serve the growing number of dialysis patients in my practice.

I currently have 98 CKD 3 AND 4 patients in my practice, of these, I expect approximately 20% to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. I expect then that approximately 79 of these patients would be referred to Dialysis Care Center Hazel Crest facility for dialysis. My partners and I will continue to refer patients to the other area facilities per the patient's place of residence and choice. We are also strong supporters of home dialysis through our home therapies programs and will continue to refer those patients who are good candidates for home dialysis services.

Appendix 1

I respectfully ask you to consider the constant growth of ESRD in Hazel Crest and Cook County to approve the Dialysis Care Center Hazel Crest facility to maintain access for future dialysis patients.

Thank you for your consideration.

I attest that to the best of my knowledge, all the information contained in this letter is true and correct.

Sincerely,

\_\_\_\_\_  
Dr Tauseef Sarguroh

Notarization:  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature of Notary

Seal

Current Pre-ESRD Patient Kidney Care Center Olympia Fields - 2017 Dr. Tauseef Sarguroh		
Patient's Initials	Zip Code	ICD Code
EA	60478	CKD Stage 4
DLA	60443	CKD Stage 4
HA	60478	CKD Stage 3
CA	94566	CKD Stage 3
EB	60411	CKD Stage 3
VJB	60478	CKD Stage 3
JB	60428	CKD Stage 4
RB	60637	CKD Stage 3
MB	60417	CKD Stage 3
RB	60428	CKD Stage 3
CB	60426	CKD Stage 3
BB	60429	CKD Stage 3
AB	60473	CKD Stage 3
PLB	60466	CKD Stage 3
BSB	60411	CKD Stage 3
JB	60478	CKD Stage 3
WB	60478	CKD Stage 3
TB	60411	CKD Stage 4
CB	60429	CKD Stage 3
ALC	60475	CKD Stage 3
LC	60466	CKD Stage 3
LGC	60202	CKD Stage 3
BC	60429	CKD Stage 3
MC	60466	CKD Stage 3
CC	60827	CKD Stage 3
EC	60411	CKD Stage 3
NC	60429	CKD Stage 3
SD	60411	CKD Stage 3
FD	60471	CKD Stage 4
RE	60628	CKD Stage 4
QNE	60425	CKD Stage 4
CE	60476	CKD Stage 3
TF	60465	CKD Stage 3
AF	60411	CKD Stage 3
CG	60471	CKD Stage 4
PGG	60466	CKD Stage 3

KG	60452	CKD Stage 3
BG	60409	CKD Stage 4
TG	60466	CKD Stage 3
MG	60426	CKD Stage 3
EH	60419	CKD Stage 4
RH	60478	CKD Stage 3
KH	60475	CKD Stage 3
KH	60469	CKD Stage 3
AH	60411	CKD Stage 3
EH	60478	CKD Stage 3
MH	60411	CKD Stage 4
NJ	60466	CKD Stage 3
TJ	60628	CKD Stage 3
PAJ	60477	CKD Stage 4
DJ	60466	CKD Stage 4
MJ	60411	CKD Stage 3
WAJ	60950	CKD Stage 4
YVK	60466	CKD Stage 3
PK	60411	CKD Stage 3
WL	60466	CKD Stage 3
CSL	60430	CKD Stage 4
EL	60423	CKD Stage 3
JAL	60411	CKD Stage 4
JM	60411	CKD Stage 3
LM	60429	CKD Stage 3
JM	60475	CKD Stage 4
AM	60411	CKD Stage 3
NM	60411	CKD Stage 3
DM	60417	CKD Stage 4
WM	60473	CKD Stage 3
ZN	60478	CKD Stage 3
EN	60478	CKD Stage 3
EN	60471	CKD Stage 3
YN	60429	CKD Stage 3
JN	60443	CKD Stage 3
DO	60466	CKD Stage 3
AP	60452	CKD Stage 4
RBP	60411	CKD Stage 3
KMP	60438	CKD Stage 3
LFP	60417	CKD Stage 4
CYP	60425	CKD Stage 4
FP	60419	CKD Stage 3

WR	60426	CKD Stage 3
ER	60901	CKD Stage 3
PFR	60449	CKD Stage 3
SS	60411	CKD Stage 3
LS	60471	CKD Stage 4
GS	60425	CKD Stage 3
JS	60411	CKD Stage 3
PCS	60466	CKD Stage 3
BJS	60422	CKD Stage 3
TS	60430	CKD Stage 3
TS	60478	CKD Stage 3
DS	60430	CKD Stage 3
RT	60466	CKD Stage 3
AW	60411	CKD Stage 3
DW	60417	CKD Stage 3
WW	60409	CKD Stage 3
MW	60443	CKD Stage 3
BW	60411	CKD Stage 3
RW	60425	CKD Stage 3
FY	60411	CKD Stage 4
SFZ	60417	CKD Stage 4

<b>Dialysis Patient Census</b>		
<b>Kidney Care Center - Olympia Fields 2016</b>		
<b>Dr. Tauseef Sarguroh</b>		
<b>Zip Code of Patient</b>	<b>Name of Facility Referred</b>	<b>Number of Patients Referred</b>
60409	Davita Chicago Heights	1
60411	Davita Chicago Heights	4
60425	Davita Chicago Heights	3
60473	Davita Chicago Heights	1
60484	Davita Chicago Heights	2
60426	Davita Olympia Fields	1
60428	Davita Olympia Fields	1
60430	Davita Olympia Fields	1
60466	Davita Olympia Fields	1
46403	Glenshire Nursing Home	1
60429	Glenshire Nursing Home	1
60471	Glenshire Nursing Home	3
60637	Glenshire Nursing Home	1
60643	Glenshire Nursing Home	1
47907	Glenwood Nursing Home	1
60409	Glenwood Nursing Home	1
60425	Glenwood Nursing Home	2
60445	Glenwood Nursing Home	1
60455	Glenwood Nursing Home	1
	<b>TOTAL</b>	<b>28</b>

<b>New Patients Referred By Zip Code and Facility Kidney Care Center - Olympia Fields 2017 Dr. Tauseef Sarguroh</b>		
<b>Zip Code of Patient</b>	<b>Name of Facility Referred</b>	<b>Number of Patients Referred</b>
60411	Davita Chicago Heights	3
60425	Davita Chicago Heights	2
60475	Davita Chicago Heights	2
60430	Davita Hazel Crest	1
60466	Davita Olympia Fields	1
60411	FMC Orland Park	1
60411	Glenwood Nursing Home	1
60425	Glenwood Nursing Home	1
	<b>TOTAL</b>	<b>12</b>



**Appendix 2- Time and Distance Determination**

Attached as Appendix 2 are the distance and normal travel time from all existing dialysis facilities in the GSA to the proposed facility, as determined by MapQuest.

Appendix 2

Facility	Address	City	Distance (Miles)		Drive Time (Mins)	Adjusted Drive Time (Mins)	Number of Stations	Number of Patients	% Utilization
			HSA						
RCG-South Holland	16100 LaSalle Street	South Holland	7	7.8	17	19.55	24	118	81.94%
Olympia Fields Dialysis Center	4557-B West Lincoln Highway	Matteson	7	4.4	9	10.35	24	107	74.31%
Country Hills Dialysis	4215 West 167th Street	Country Club Hills	7	2.1	4	4.6	24	100	69.44%
RCG Hazel Crest	3470 West 183rd Street	Hazel Crest	7	0.7	1	1.15	20	103	85.83%
Chicago Heights Renal Care	177 West Joe Orr Road	Chicago Heights	7	5.5	14	16.1	16	91	94.79%
Davita - Harvey Dialysis	16657 S. Halstead	Harvey	7	5.9	13	14.95	18	73	67.59%
Palos Park Dialysis	13155 S. LaGrange Road	Orland Park	7	14.4	26	29.9	12	56	77.78%
DaVita Chicago Ridge Dialysis	10511 South Harlem Avenue	Worth	7	13	22	25.3	16	49	51.04%
Calumet City Dialysis	1200 Sibley Boulevard	Calumet City	7	13.3	24	27.6	16	8	8.33%
Davita Tinley Park	16767 South 80th Avenue	Tinley Park	7	5.5	11	12.65	12	16	22.22%
Fresenius Medical Care South Suburban	2609 West Lincoln Highway	Olympia Fields	7	5.9	13	14.95	27	122	75.31%
Dialysis Center of America - Crestwood	4861 Cal Sag Road	Crestwood	7	7.9	13	14.95	24	99	68.75%
Blue Island Dialysis Ctr	2310 York Street	Blue Island	7	8.9	16	18.4	28	117	69.64%
Fresenius Medical Care South Holland	17225 Paxton Avenue	South Holland	7	11.6	26	29.9	24	103	71.53%
Fresenius Medical Care Orland Park	9160 West 159th Street	Orland Park	7	9.8	24	27.6	18	66	61.11%
Fresenius Medical Care Hazel Crest	17524 E Carriageway Drive	Hazel Crest	7	2.4	5	5.75	16	79	82.29%
Alsip Dialysis Center	12250 S. Cicero Avenue	Alsip	7	10.7	16	18.4	20	90	75.00%
Fresenius Medical Care Merrionette Park	11650 S. Kedzie Avenue	Merrionette Park	7	9.7	21	24.15	24	140	97.22%
Fresenius Medical Care Steger	219 E 34th St, Steger	Steger	7	9.9	26	29.9	18	58	53.70%
Fresenius Medical Care Oak Forest	5340A 159th Street	Oak Forest	7	5	11	12.65	12	59	81.94%
Fresenius Medical Care Chicago Heights	15 E Independence Drive	Chicago Heights	7	7.3	19	21.85	12	1	1.39%

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# YOUR TRIP TO:

16100 La Salle St, South Holland, IL, 60473



**17 MIN | 7.8 MI**

Trip time based on traffic conditions as of 2:36 PM on November 29, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

RCG-South Hollad (16100 LaSalle Str. South Holland) to Proposed Dialysis Care Center Hazel Crest.



1. Start out going north on Crawford Ave toward 183rd St.

Then 2.08 miles

2.08 total miles



2. Turn right onto W 167th St.

*W 167th St is just past 168th St.*

*If you reach W 166th Pl you've gone about 0.1 miles too far.*

Then 3.00 miles

5.08 total miles



3. Turn left onto Park Ave.

Then 1.08 miles

6.16 total miles



4. Turn right onto E 159th St/US-6 E. Continue to follow US-6 E.

*US-6 E is 0.1 miles past E 160th St.*

*If you reach E 158th St you've gone about 0.1 miles too far.*

Then 1.46 miles

7.62 total miles



5. Turn left onto La Salle St.

*La Salle St is 0.1 miles past Suntone Dr.*

*If you reach State St you've gone about 0.1 miles too far.*

Then 0.13 miles

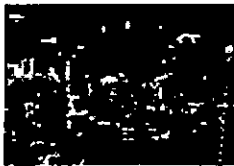
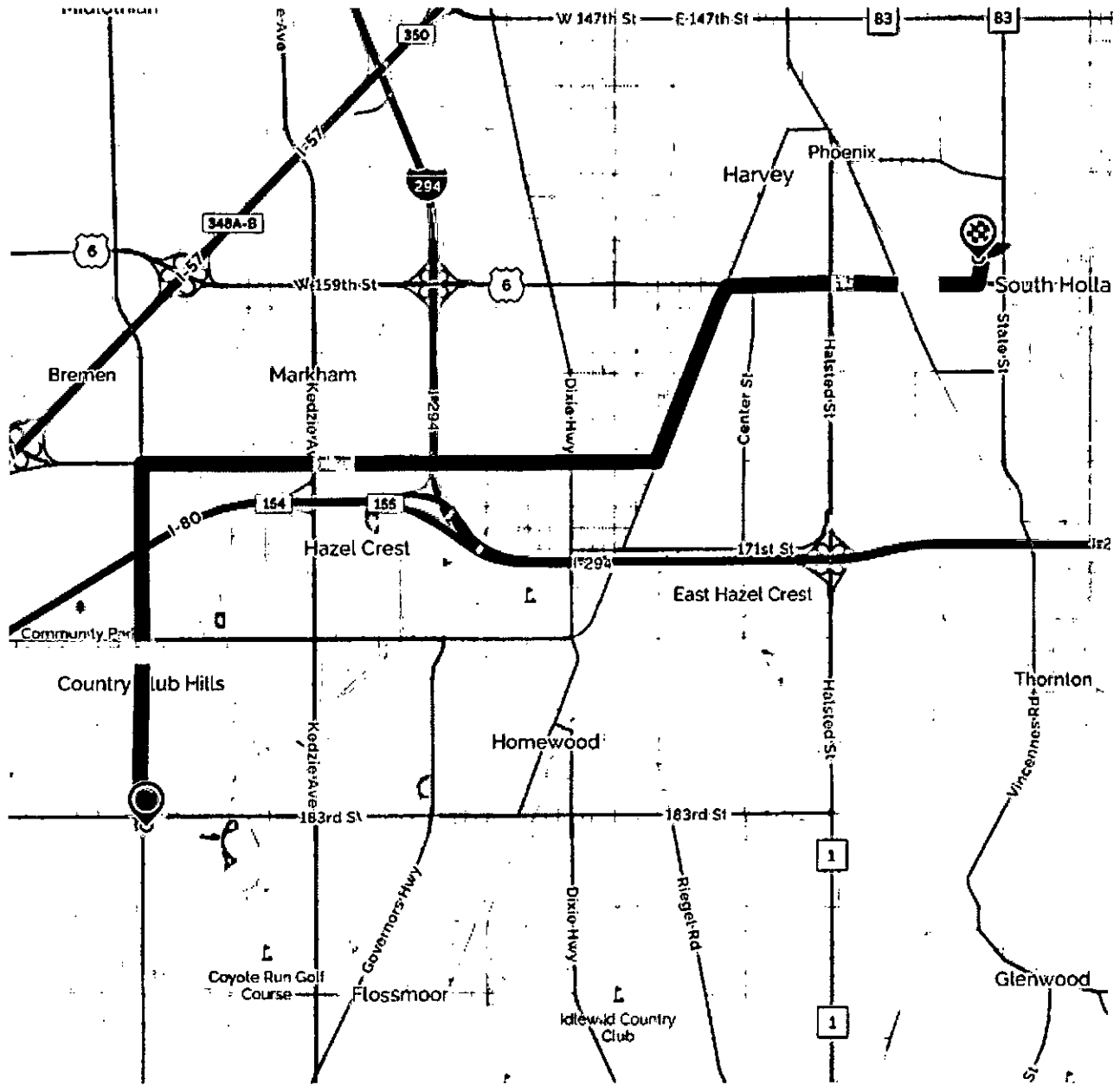
7.75 total miles



6. 16100 La Salle St, South Holland, IL 60473, 16100 LA SALLE ST is on the left.

*If you reach 161st St you've gone a little too far.*

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



**Book a hotel tonight and save with some great deals!**

**(1-877-577-5766)**



**Car trouble mid-trip? MapQuest Roadside Assistance is here:**

**(1-888-461-3625)**

# YOUR TRIP TO:

4557 W Lincoln Hwy, #B, Matteson, IL, 60443-2318








**9 MIN | 4.4 MI**

Trip time based on traffic conditions as of 2:55 PM on November 29, 2017. Current Traffic: Moderate

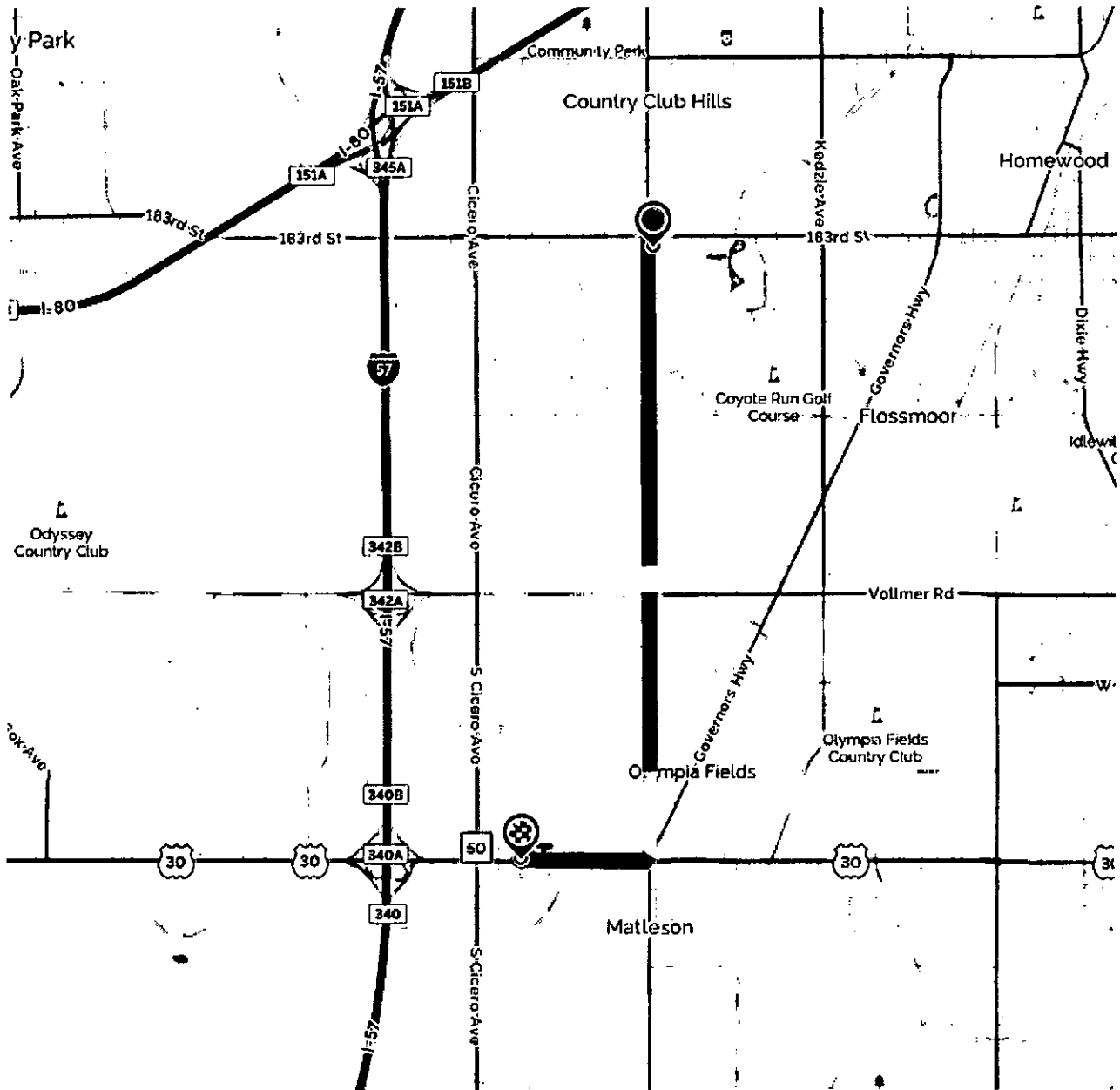


Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Olympia Fields Dialysis Center (4557-B West Lincoln Highway Matteson) to Proposed Dialysis Care Center Hazel Crest

-  1. Start out going north on Crawford Ave toward 183rd St.  
Then 0.08 miles 0.08 total miles
  
-  2. Make a U-turn at 183rd St onto Crawford Ave.  
Then 3.51 miles 3.59 total miles
  
-  3. Turn right onto Lincoln Hwy/US-30 W.  
*Lincoln Hwy is just past Governors Hwy.*  
Then 0.76 miles 4.35 total miles
  
-  4. Make a U-turn at Lincoln Mall Dr onto Lincoln Hwy/US-30 E.  
*If you reach Homeland Rd you've gone about 0.1 miles too far.*  
Then 0.05 miles 4.40 total miles
  
-  5. 4557 W Lincoln Hwy, #B, Matteson, IL 60443-2318, 4557 W LINCOLN HWY, #B is on the left.  
*If you reach Kostner Ave you've gone about 0.2 miles too far.*

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# YOUR TRIP TO:

[3901 - 3999] W 167th St



**4 MIN | 2.1 MI**

Trip time based on traffic conditions as of 3:11 PM on November 29, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Country Hills Dialysis (4215 West 167th Street Country Club Hills) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 2.08 miles

2.08 total miles



2. Turn right onto W 167th St.

*W 167th St is just past 168th St.*

*If you reach W 166th Pl you've gone about 0.1 miles too far.*

Then 0.07 miles

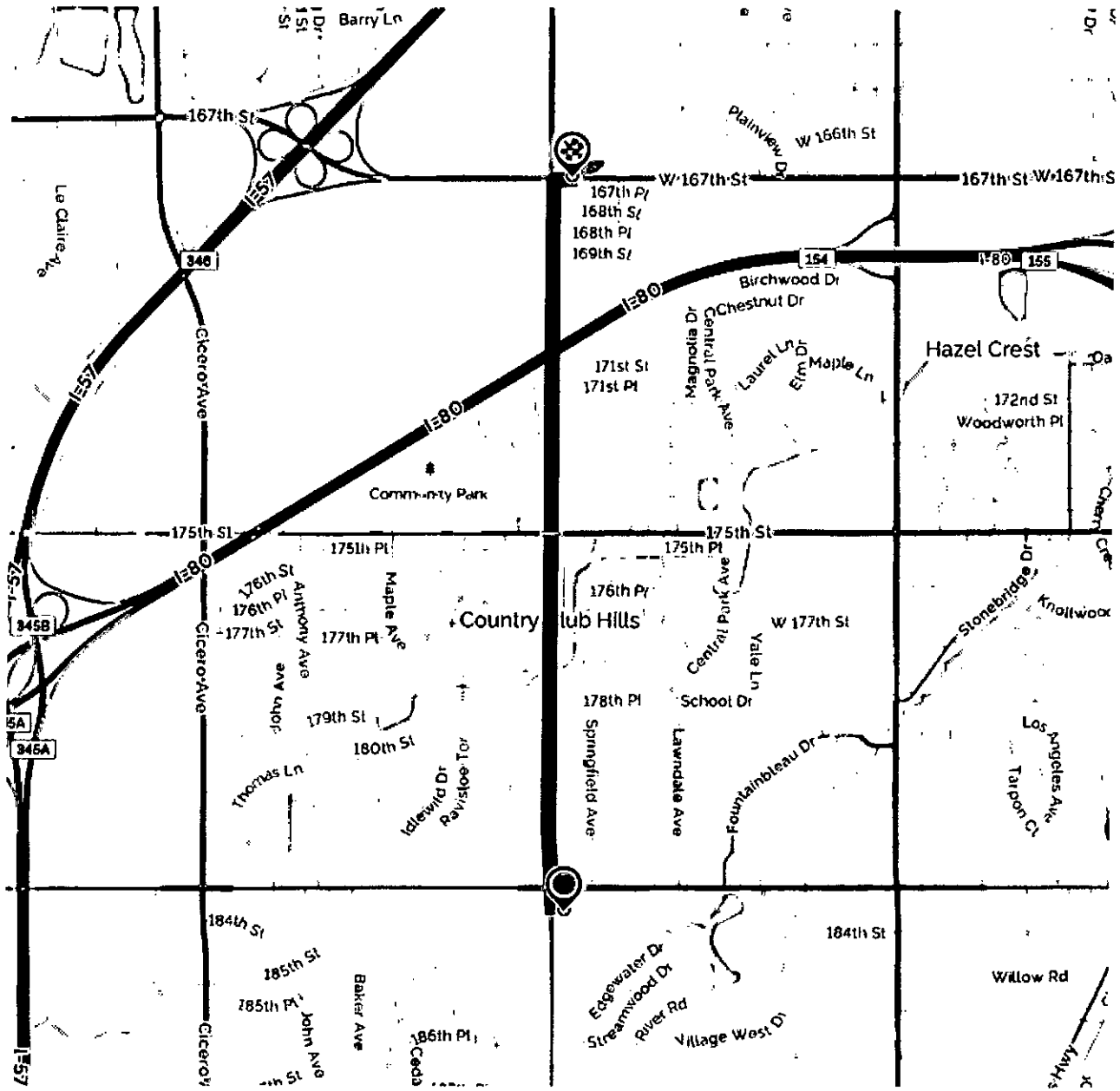
2.15 total miles



3. [3901 - 3999] W 167th St, [3901 - 3999] W 167TH ST.

*If you reach Briargate Dr you've gone about 0.1 miles too far.*

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# YOUR TRIP TO:

3470 W 183rd St, Hazel Crest, IL, 60429-2428



**1 MIN | 0.7 MI**

Trip time based on traffic conditions as of 3:28 PM on November 29, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

RCG Hazel Crest (3470 West 183rd Street Hazel Crest) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 0.07 miles

0.07 total miles



2. Take the 1st right onto 183rd St.

*If you reach Fairway Ter you've gone about 0.1 miles too far.*

Then 0.62 miles

0.69 total miles



3. Make a U-turn at Village West Dr onto 183rd St.

Then 0.04 miles

0.73 total miles

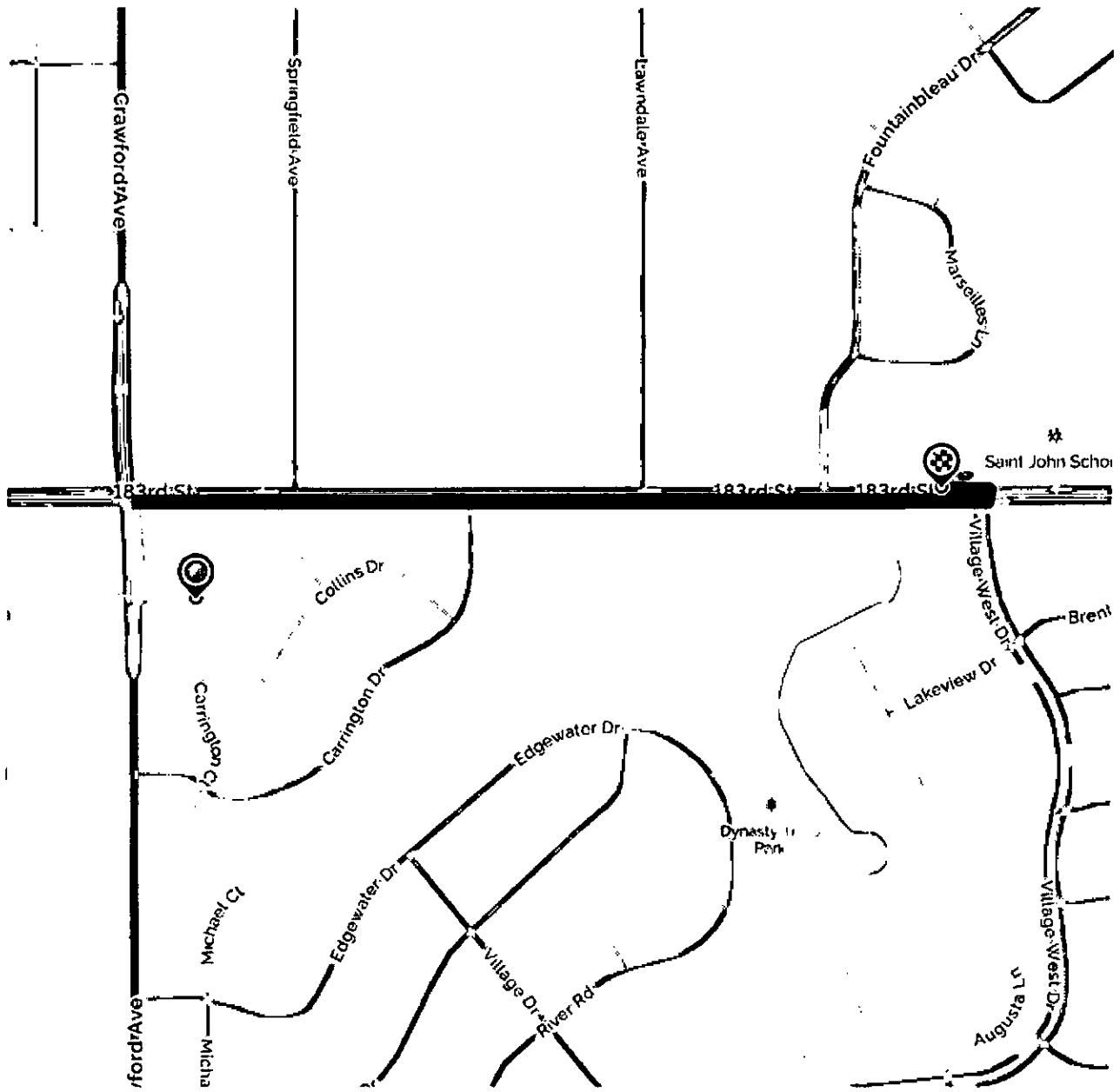


4. 3470 W 183rd St, Hazel Crest, IL 60429-2428, 3470 W 183RD ST is on the left.

*Your destination is just past Villaga West Dr.*

*If you reach Fountainbleau Dr you've gone a little too far.*

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# YOUR TRIP TO:

177 W Joe Orr Rd. Chicago Heights, IL, 60411-1733









**14 MIN | 5.5 MI**

Trip time based on traffic conditions as of 2:46 PM on November 29, 2017. Current Traffic: Moderate

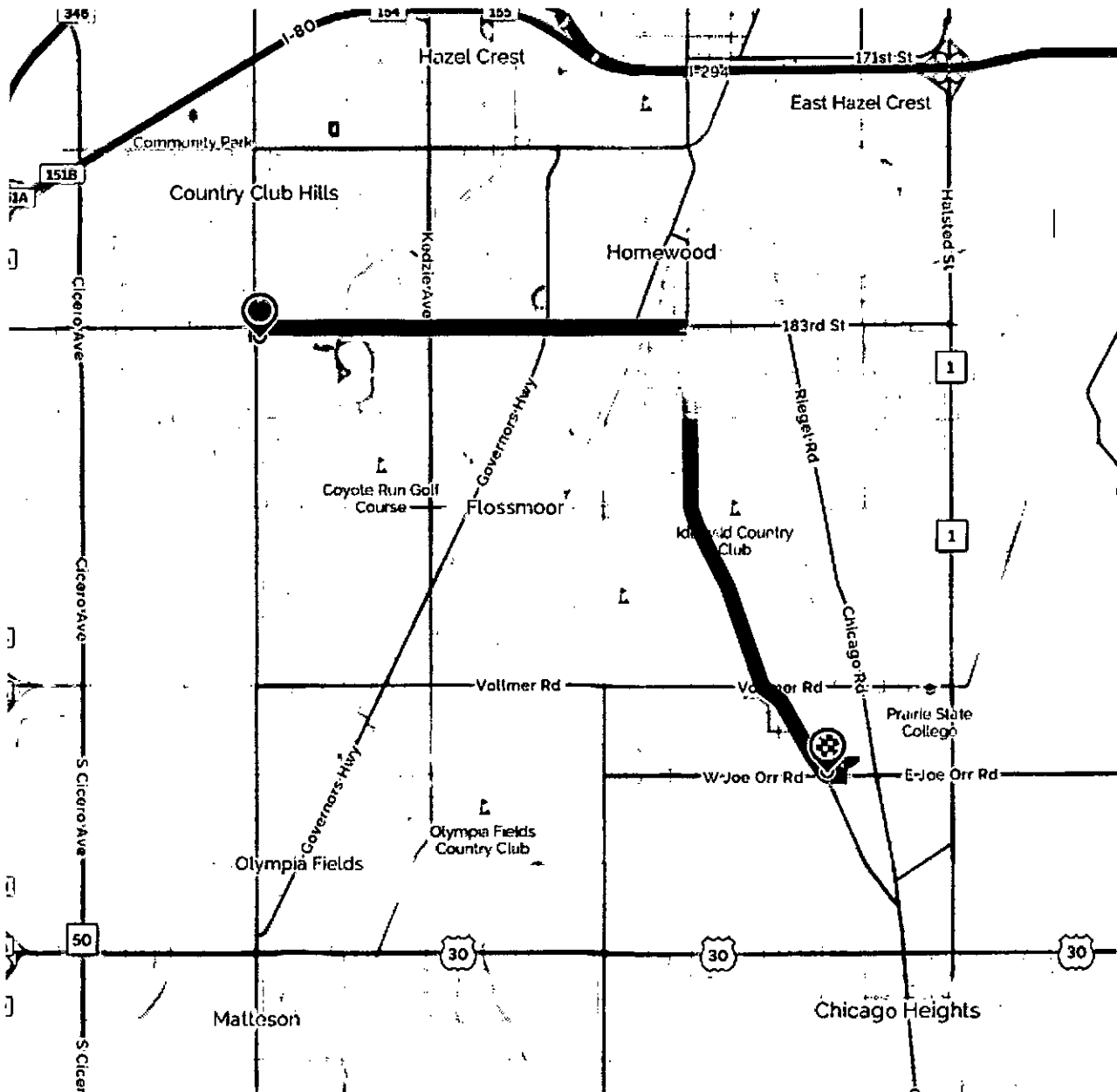


Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Chicago Heights Renal Care (177 West Joe Orr Road Chicago Heights) to Proposed Dialysis Care Center Hazel Crest

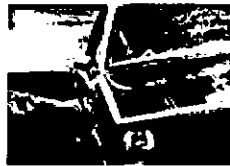
-  1. Start out going north on Crawford Ave toward 183rd St.  
Then 0.07 miles 0.07 total miles
  
-  2. Take the 1st right onto 183rd St.  
*If you reach Fairway Ter you've gone about 0.1 miles too far.*  
Then 2.50 miles 2.57 total miles
  
-  3. Turn right onto Oixie Hwy.  
*Dixie Hwy is just past Martin Ave.*  
*If you reach Cowing Ct you've gone a little too far.*  
Then 2.74 miles 5.31 total miles
  
-  4. Turn left onto W Joe Orr Rd.  
*W Joe Orr Rd is 0.1 miles past 202nd St.*  
*If you reach Linden Ln you've gone about 0.1 miles too far.*  
Then 0.13 miles 5.44 total miles
  
-  5. Make a U-turn onto W Joe Orr Rd.  
*If you reach Chicago Rd you've gone about 0.1 miles too far.*  
Then 0.10 miles 5.53 total miles
  
-  6. 177 W Joe Orr Rd, Chicago Heights, IL 60411-1733, 177 W JOE ORR RD is on the left.  
*If you reach Dixie Hwy you've gone a little too far.*

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# YOUR TRIP TO:

16641 Halsted St, Harvey, IL, 60426-6112



**13 MIN | 5.9 MI**

Trip time based on traffic conditions as of 3:38 PM on November 29, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Davita - Harvey Dialysis (16641 S. Halsted Harvey) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.08 miles

1.08 total miles



2. Turn right onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 2.50 miles

3.58 total miles



3. 175th St becomes Wood St.

Then 0.59 miles

4.17 total miles



4. Turn right onto 171st St.

*171st St is 0.1 miles past 172nd Pl.*

*If you reach 170th St you've gone about 0.1 miles too far.*

Then 1.41 miles

5.57 total miles



5. Turn left onto Halsted St/IL-1.

*Halsted St is 0.3 miles past Lathrop Ave.*

*If you are on W 172nd St and reach Frontage Rd you've gone a little too far.*

Then 0.35 miles

5.93 total miles

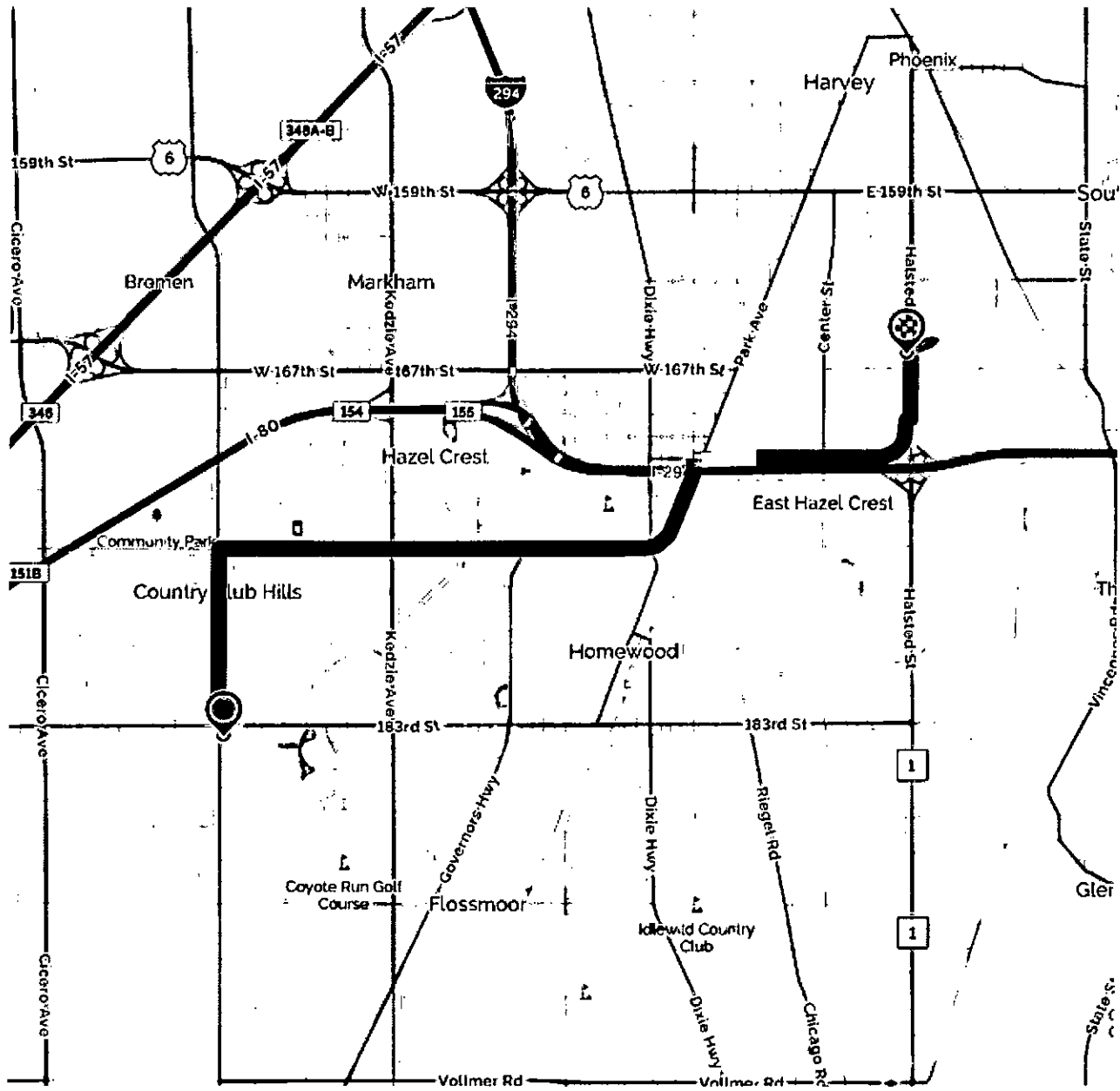


6. 16641 Halsted St, Harvey, IL 60426-6112, 16641 HALSTED ST is on the left.

*Your destination is just past E 167th St.*

*If you reach E 166th St you've gone a little too far.*

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**Car trouble mid-trip? MapQuest Roadside Assistance is here:**

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# YOUR TRIP TO:

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



**26 MIN | 14.4 MI**

Trip time based on traffic conditions as of 3:45 PM on November 29, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Palos Park Dialysis (13155 S. LaGrange Road Orland Park) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 0.08 miles

0.08 total miles



2. Take the 1st left onto 183rd St.

*If you reach Fairway Ter you've gone about 0.1 miles too far.*

Then 4.13 miles

4.21 total miles



3. Turn left onto S Harlem Ave/IL-43.

*S Harlem Ave is 0.1 miles past Convention Center Dr.*

*If you reach N Creek Dr you've gone about 0.1 miles too far.*

Then 0.20 miles

4.41 total miles



4. Merge onto I-80 W toward Joliet.

Then 2.96 miles

7.38 total miles



5. Take the US-45/La Grange Rd exit, EXIT 145.

Then 0.40 miles

7.77 total miles



6. Merge onto La Grange Rd/US-45 N toward Orland Park.

Then 6.63 miles

14.40 total miles

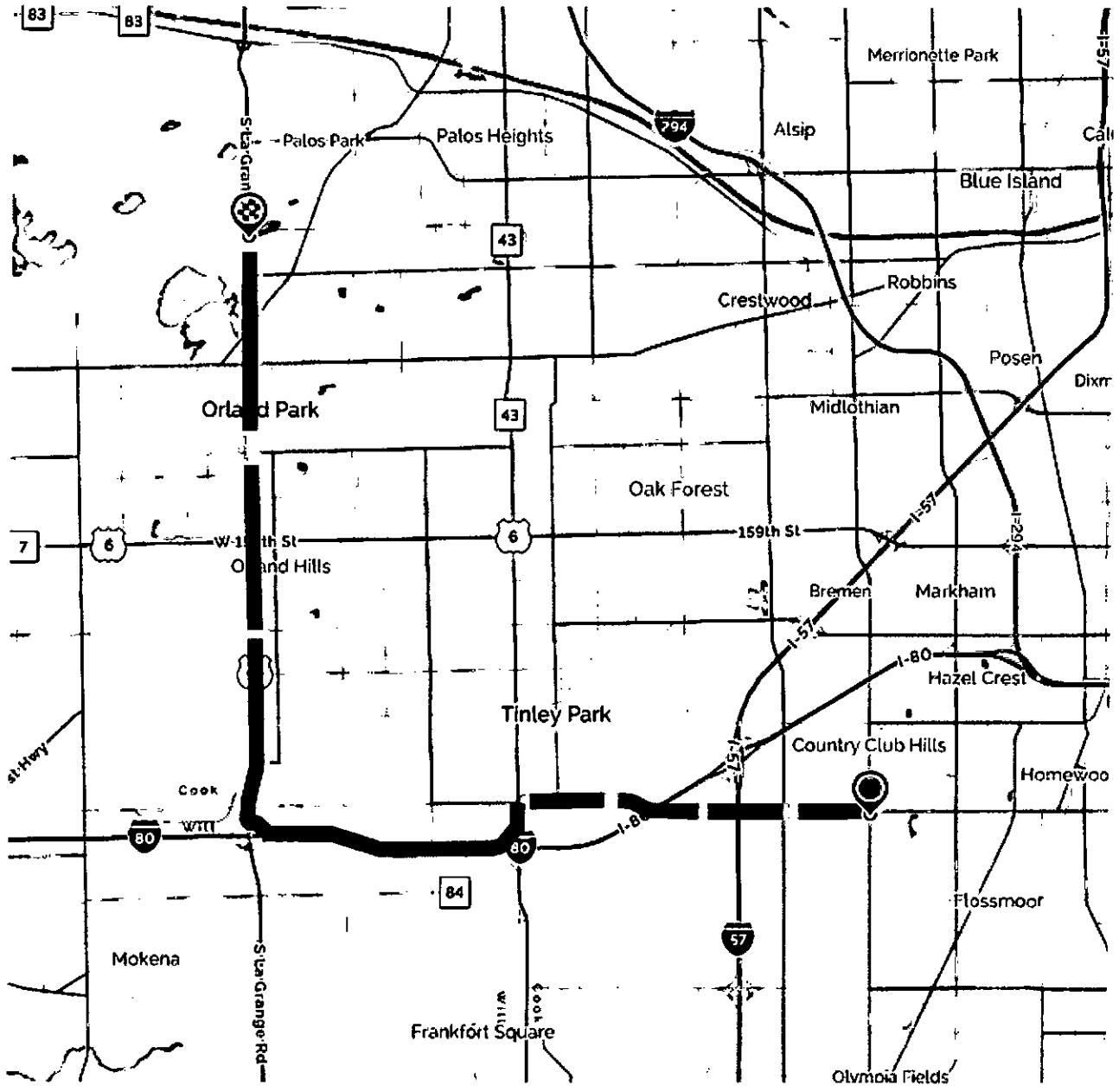


7. 13155 S La Grange Rd, Orland Park, IL 60462-1162, 13155 S LA GRANGE RD is on the left.

*Your destination is just past Southmoor Dr.*

*If you reach W 131st St you've gone about 0.1 miles too far.*

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# YOUR TRIP TO:

10511 S Harlem Ave



**22 MIN | 13.0 MI**

Trip time based on traffic conditions as of 3:48 PM on November 28, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

DaVita Chicago Ridge Dialysis (10511 South Harlem Avenue Worth) to Proposed Dialysis Care Center Hazei Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.08 miles

1.08 total miles



2. Turn left onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 1.01 miles

2.09 total miles



3. Turn right onto IL-50/Cicero Ave.

*IL-50 is 0.2 miles past Anthony Ave.*

*If you reach Fusion Way you've gone about 0.3 miles too far.*

Then 5.65 miles

7.74 total miles



4. Turn slight left onto Cal Sag Rd/IL-83. Continue to follow IL-83.

*IL-83 is 0.1 miles past Rivercrest Dr.*

*If you are on S Cicero Ave and reach W 131st St you've gone about 0.2 miles too far.*

Then 3.46 miles

11.20 total miles



5. Turn right onto S Harlem Ave/IL-43.

*S Harlem Ave is 0.1 miles past S 71st Ave.*

*If you reach S 74th Ave you've gone about 0.2 miles too far.*

Then 1.75 miles

12.95 total miles

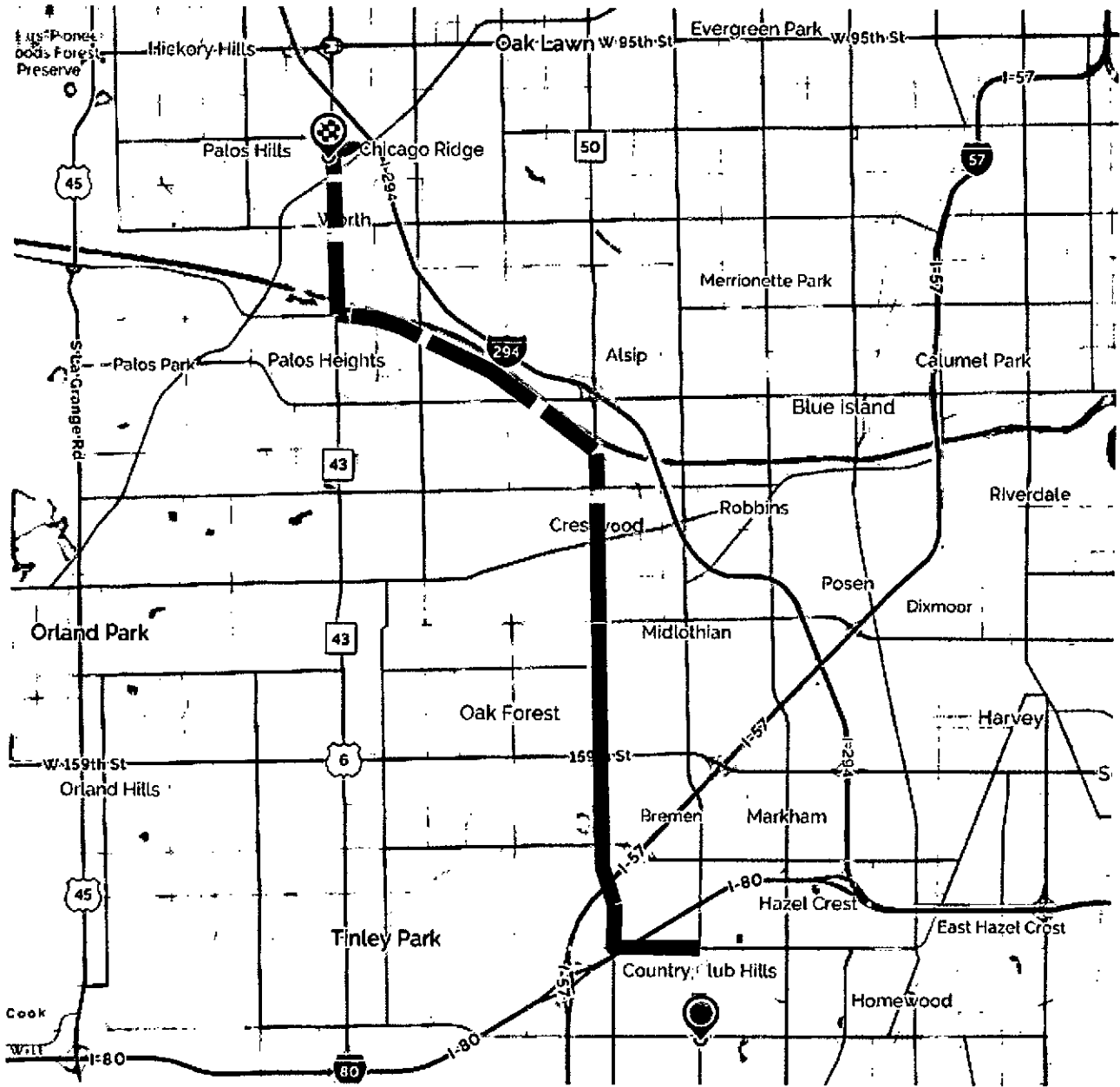


6. 10511 S Harlem Ave, Chicago Ridge, IL 60415-1291, 10511 S HARLEM AVE is on the left.

*Your destination is 0.1 miles past Southwest Hwy.*

*If you reach W 105th St you've gone a little too far.*

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# YOUR TRIP TO:

1200 Sibley Blvd, Calumet City, IL, 60409-2327



**24 MIN | 13.3 MI**

Trip time based on traffic conditions as of 3:18 PM on November 30, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Calumet City Dialysis (1200 Sibley Boulevard Calumet City) to Proposed Diatysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.07 miles

1.07 total miles



2. Turn right onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 2.50 miles

3.58 total miles



3. 175th St becomes Wood St.

Then 0.59 miles

4.17 total miles



4. Turn right onto 171st St.

*171st St is 0.1 miles past 172nd Pl.*

*If you reach 170th St you've gone about 0.1 miles too far.*

Then 1.40 miles

5.56 total miles



5. Turn right onto Helsted SWIL-1.

*Halsted St is 0.3 miles past Lathrop Ave.*

*If you are on W 172nd St and reach Frontaga Rd you've gone a little too far.*

Then 0.30 miles

5.87 total miles



6. Merge onto I-80 E/I-294 S/Tri State Tollway S toward I-94 (Portions toll).

Then 2.52 miles

8.39 total miles



7. Take the I-94 W exit, EXIT 0, toward Chicago.

Then 0.95 miles

9.34 total miles



8. Merge onto Bishop Ford Fwy N.

Then 0.46 miles

9.80 total miles



9. Bishop Ford Fwy N becomes I-94 W/Bishop Ford Fwy W.

Then 2.17 miles

11.97 total miles



10. Take the Sibley Blvd/IL-83 E exit, EXIT 71B.

Then 0.22 miles

12.18 total miles



11. Merge onto E Sibley Blvd.

Then 1.14 miles

13.33 total miles

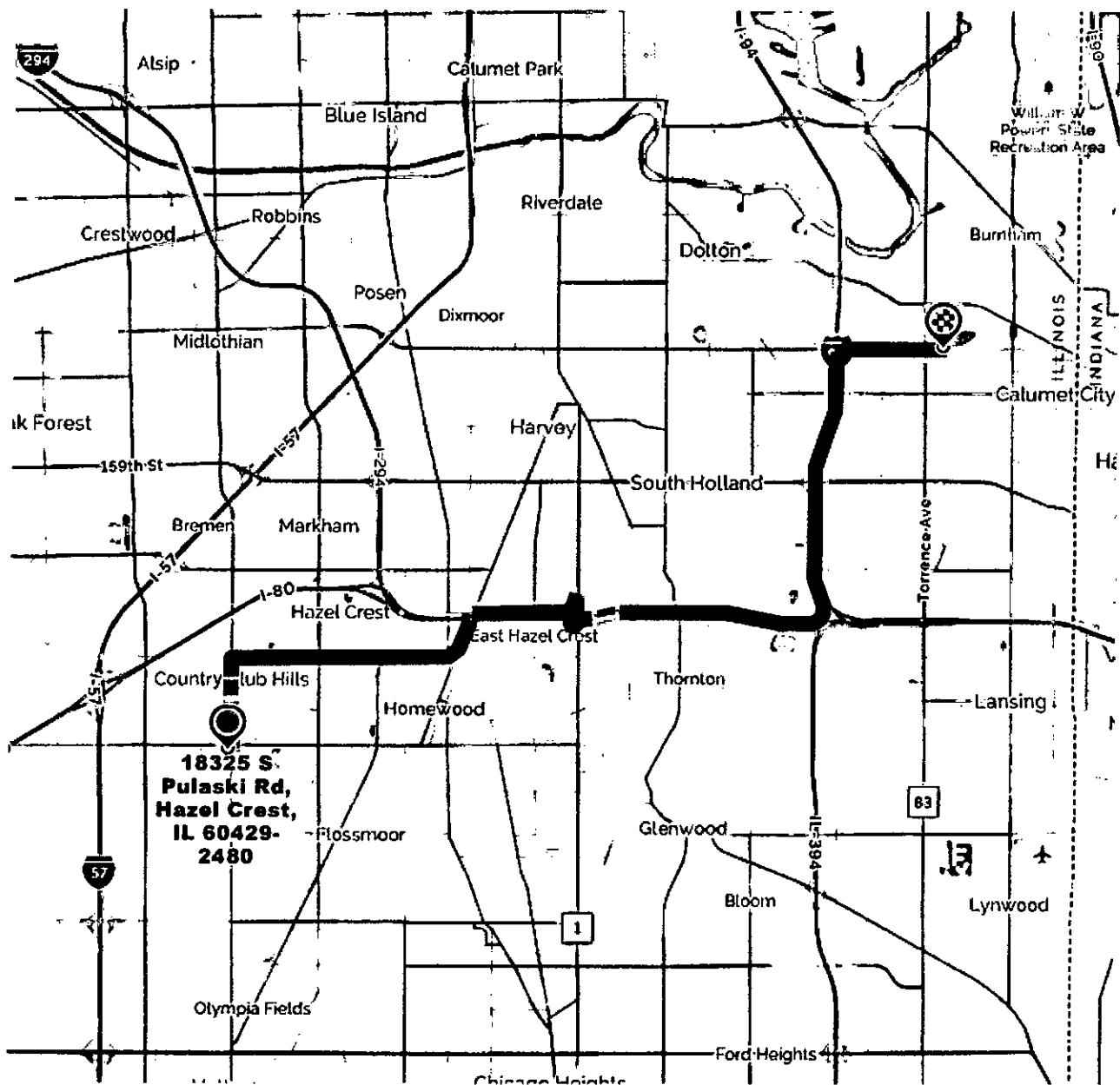


12. 1200 Sibley Blvd, Calumet City, IL 60409-2327, 1200 SIBLEY BLVD is on the left.

*Your destination is just past Manistee Ave.*

*If you reach Muskegon Ave you've gone a little too far.*

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# YOUR TRIP TO:

[18491 - 18547] S 80th Ave



**11 MIN | 5.5 MI**

Trip time based on traffic conditions as of 3:21 PM on November 30, 2017. Current Traffic: Light



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Davita Tinley Park (16767 South 80th Avenue Tinley Park) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 0.08 miles

0.08 total miles



2. Take the 1st left onto 183rd St.

*If you reach Fairway Ter you've gone about 0.1 miles too far.*

Then 5.15 miles

5.23 total miles



3. Turn left onto 80th Ave.

*80th Ave is 0.5 miles past 76th Ave.*

*If you reach Tralee Trl you've gone about 0.1 miles too far.*

Then 0.28 miles

5.51 total miles

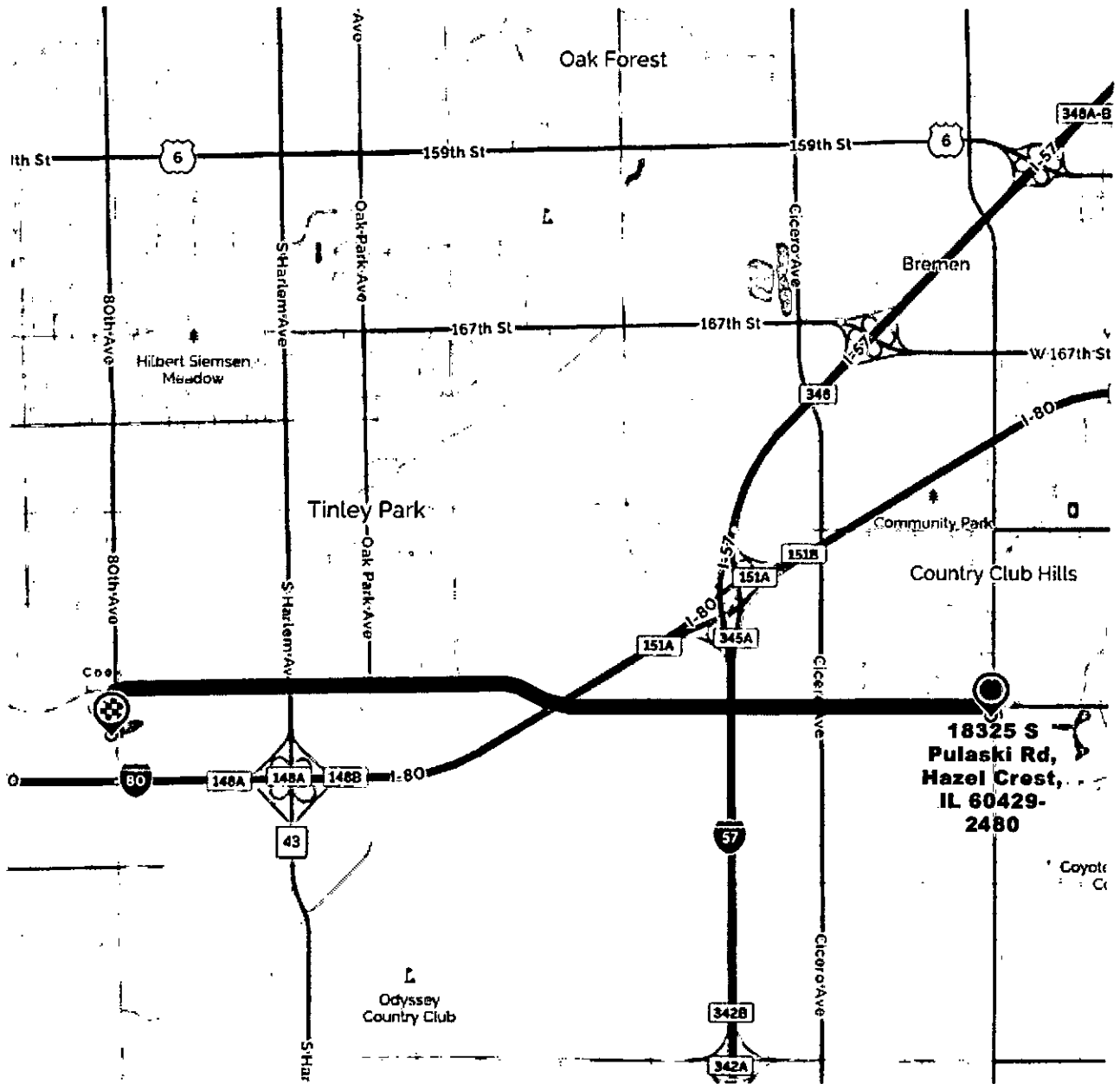


4. [18491 - 18547] S 80th Ave, [18491 - 18547] S 80TH AVE.

*Your destination is just past 185th St.*

*If you reach 186th St you've gone a little too far.*

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# YOUR TRIP TO:

2609 W Lincoln Hwy, Olympia Fields, IL, 60461-1801









**13 MIN | 5.9 MI**

Trip time based on traffic conditions as of 3:26 PM on November 30, 2017. Current Traffic: Moderate

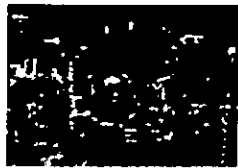
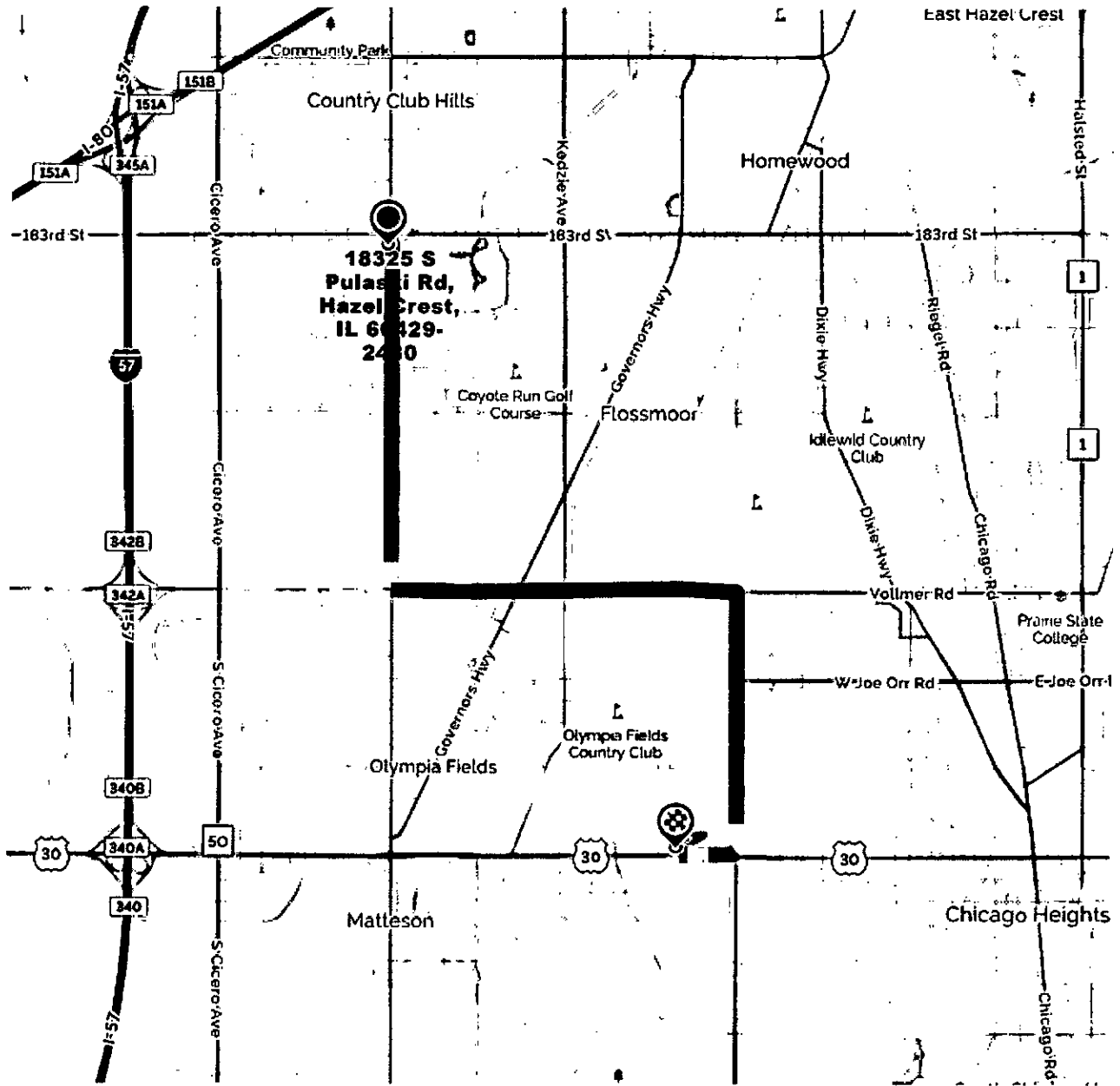


Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Fresenius Medical Care South Suburban (2609 West Lincoln Highway Olympia Fields) to Proposed Dialysis Care Center Hazel Crest

-  1. Start out going north on Crawford Ave toward 183rd St.  
Then 0.07 miles 0.07 total miles
  
-  2. Make a U-turn at 183rd St onto Crawford Ave.  
Then 2.04 miles 2.11 total miles
  
-  3. Turn left onto Vollmer Rd.  
*If you are on Crawford Ave and reach Traditions Dr you've gone about 0.1 miles too far.*  
Then 2.01 miles 4.12 total miles
  
-  4. Turn right onto Western Ave.  
*Western Ave is 0.3 miles past Butterfield Cir.*  
*If you are on Vollmer Rd and reach Graymoor Ln you've gone about 0.1 miles too far.*  
Then 1.48 miles 5.60 total miles
  
-  5. Turn right onto Lincoln Hwy/US-30 W.  
*Lincoln Hwy is 0.1 miles past Western Ave.*  
*If you reach W 15th St you've gone about 0.1 miles too far.*  
Then 0.34 miles 5.94 total miles
  
-  6. 2609 W Lincoln Hwy, Olympia Fields, IL 60461-1801, 2609 W LINCOLN HWY is on the left.  
*Your destination is just past Brookwood Dr.*  
*If you reach Orchard Dr you've gone about 0.3 miles too far.*

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# YOUR TRIP TO:

4861 Cal Sag Rd, Crestwood, IL, 60418



**13 MIN | 7.9 MI**

Trip time based on traffic conditions as of 3:32 PM on November 30, 2017. Current Traffic: Light



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Dialysis Center of America - Crestwood (4861 Cal Sag Road Crestwood) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.08 miles

1.08 total miles



2. Turn left onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 1.01 miles

2.09 total miles



3. Turn right onto IL-50/Cicero Ave.

*IL-50 is 0.2 miles past Anthony Ave.*

*If you reach Fusion Way you've gone about 0.3 miles too far.*

Then 5.65 miles

7.74 total miles



4. Turn slight left onto Cal Sag Rd/IL-83.

*Cal Sag Rd is 0.1 miles past Rivercrest Dr.*

*If you are on S Cicero Ave and reach W 131st St you've gone about 0.2 miles too far.*

Then 0.11 miles

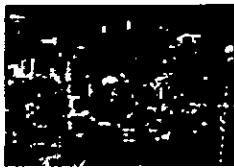
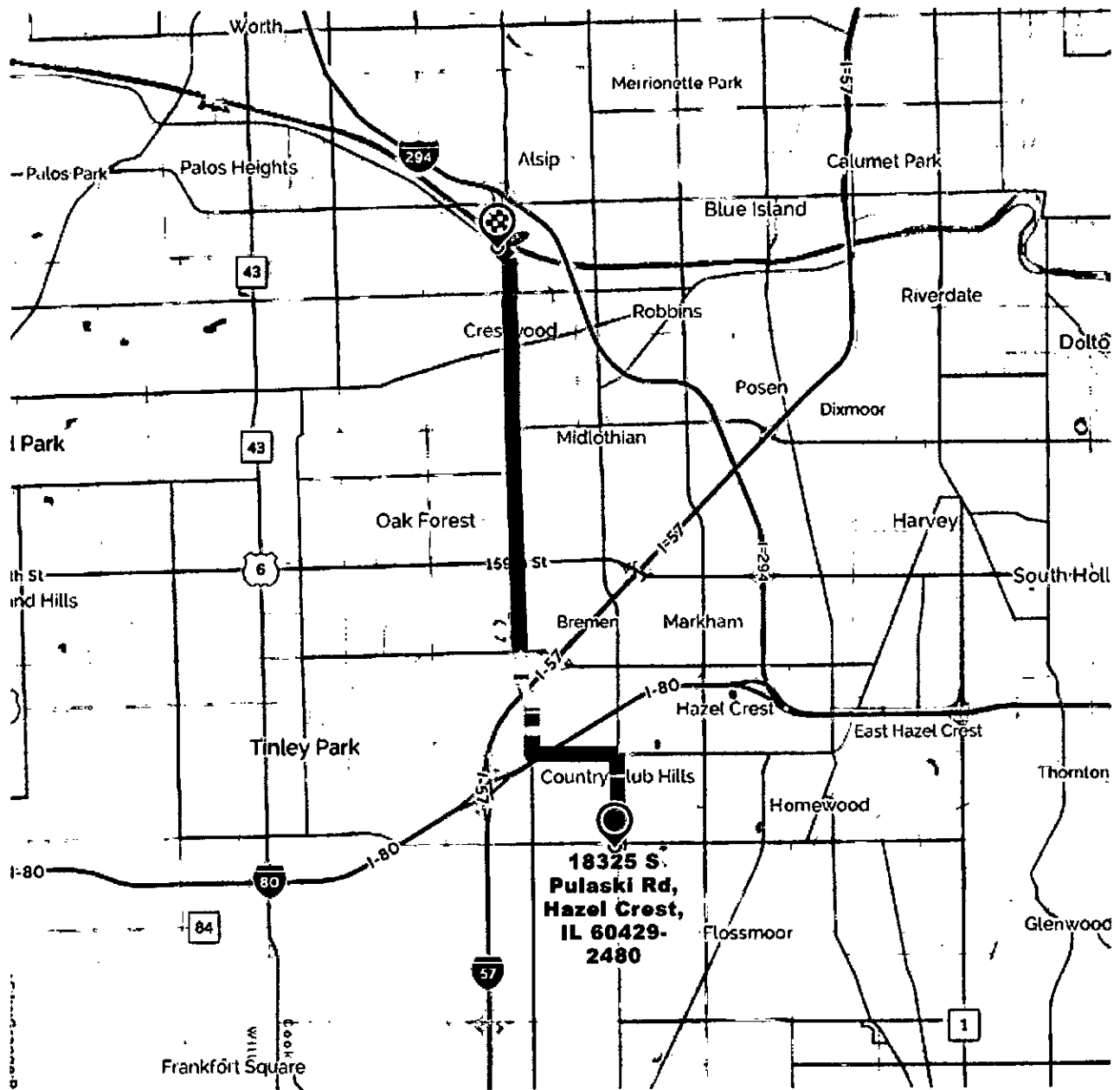
7.85 total miles



5. 4861 Cal Sag Rd, Crestwood, IL 60418, 4861 CAL SAG RD is on the left.

*If you reach Rivercrest Dr you've gone about 0.2 miles too far.*

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# YOUR TRIP TO:

2310 York St, Blue Island, IL, 60406-2411



**16 MIN | 8.9 MI**

Trip time based on traffic conditions as of 3:33 PM on November 30, 2017. Current Traffic: Light



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Blue Island Dialysis Ctr (2310 York Street Blue Island) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 2.08 miles

2.08 total miles



2. Turn left onto 167th St.

167th St is just past W 167th St.

*If you reach W 166th Pl you've gone about 0.1 miles too far.*

Then 0.45 miles

2.54 total miles



3. Merge onto I-57 N.

Then 3.37 miles

5.90 total miles



4. Take the IL-83/147th St exit, EXIT 350, toward Sibley Blvd.

Then 0.24 miles

6.14 total miles



5. Merge onto W 147th St/IL-83 toward HARVEY.

Then 0.25 miles

6.39 total miles



6. Turn left onto S Western Ave.

*If you reach Oakley Ave you've gone a little too far.*

Then 2.27 miles

8.66 total miles



7. S Western Ave becomes Gregory St.

Then 0.17 miles

8.83 total miles



8. Turn left onto York St.

York St is just past New St.

*If you reach High St you've gone a little too far.*

Then 0.04 miles

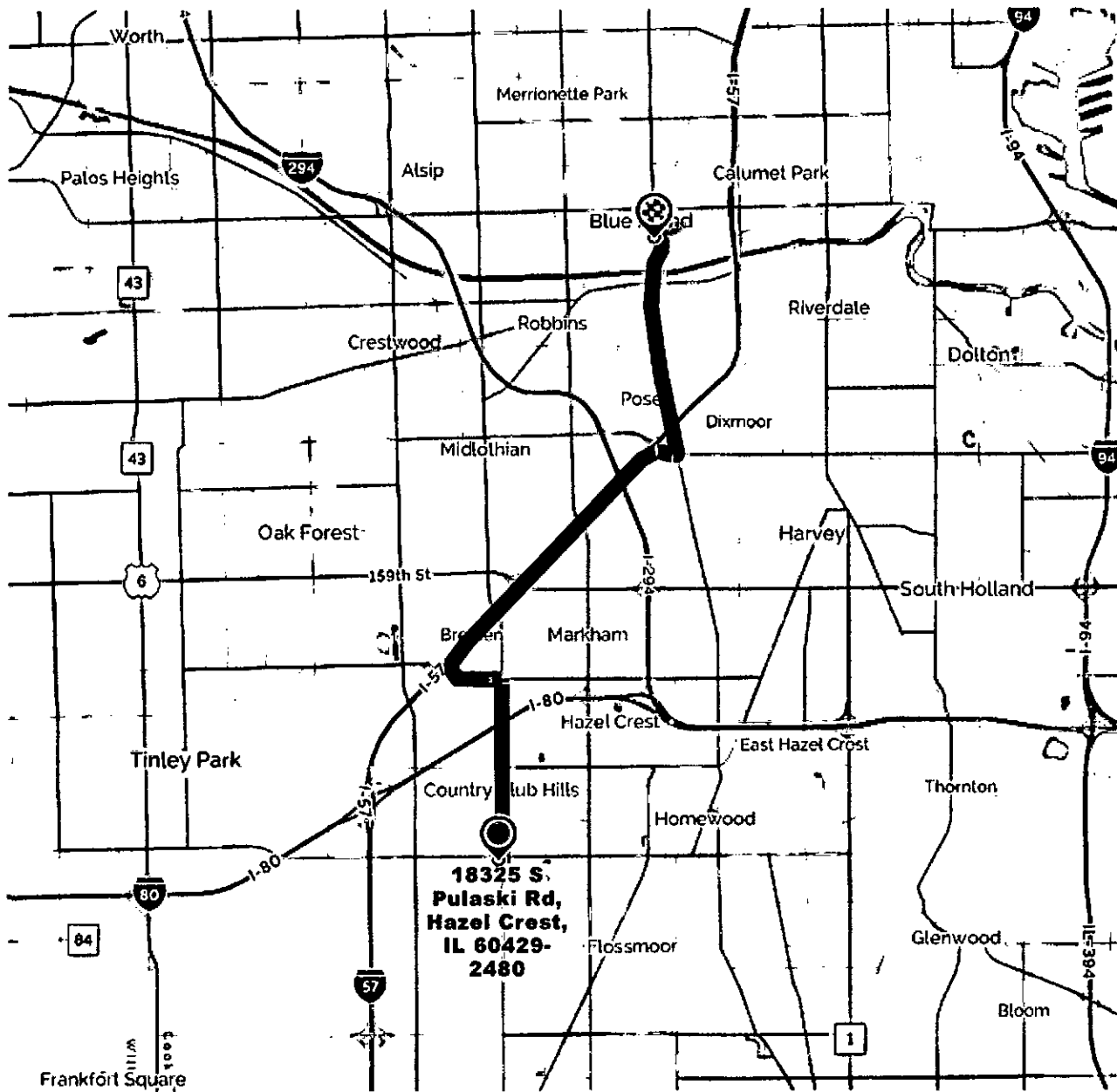
8.87 total miles



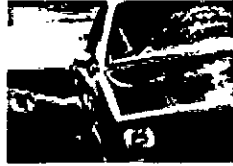
9. 2310 York St, Blue Island, IL 60406-2411, 2310 YORK ST is on the left.

*If you reach Wastern Ave you've gone a little too far.*

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# YOUR TRIP TO:

17225 Paxton Ave, South Holland, IL, 60473-3757



**26 MIN | 11.6 MI**

Trip time based on traffic conditions as of 3:35 PM on November 30, 2017. Current Traffic: Heavy



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Fresenius Medical Care South Holland (17225 Paxton Avenue South Holland) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.07 miles

1.07 total miles



2. Turn right onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 2.50 miles

3.58 total miles



3. 175th St becomes Wood St.

Then 0.59 miles

4.17 total miles



4. Turn right onto 171st St.

*171st St is 0.1 miles past 172nd Pl.*

*If you reach 170th St you've gone about 0.1 miles too far.*

Then 1.40 miles

5.56 total miles



5. Turn right onto Halsted St/IL-1.

*Halsted St is 0.3 miles past Lathrop Ave.*

*If you are on W 172nd St and reach Frontage Rd you've gone a little too far.*

Then 0.30 miles

5.87 total miles



6. Merge onto I-80 E/I-294 S/Tri State Tollway S toward I-94 (Portions toll).

Then 3.12 miles

8.99 total miles



7. Take the IL-83/Torrence Ave/US-6 W exit, EXIT 161.

Then 1.12 miles

10.11 total miles



8. Keep left at the fork in the ramp.

Then 0.06 miles

10.17 total miles



9. Turn slight left onto Torrence Ave/IL-83.

Then 0.61 miles

10.78 total miles

← 10. Turn left onto E 170th St.  
*E 170th St is 0.2 miles past 172nd St.*

Then 0.51 miles

11.29 total miles

← 11. Turn left onto Paxton Ave.  
*Paxton Ave is just past Luella Ave.*

*If you reach Merrill Ave you've gone a little too far.*

Then 0.30 miles

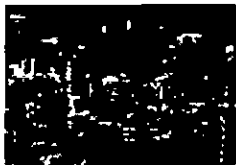
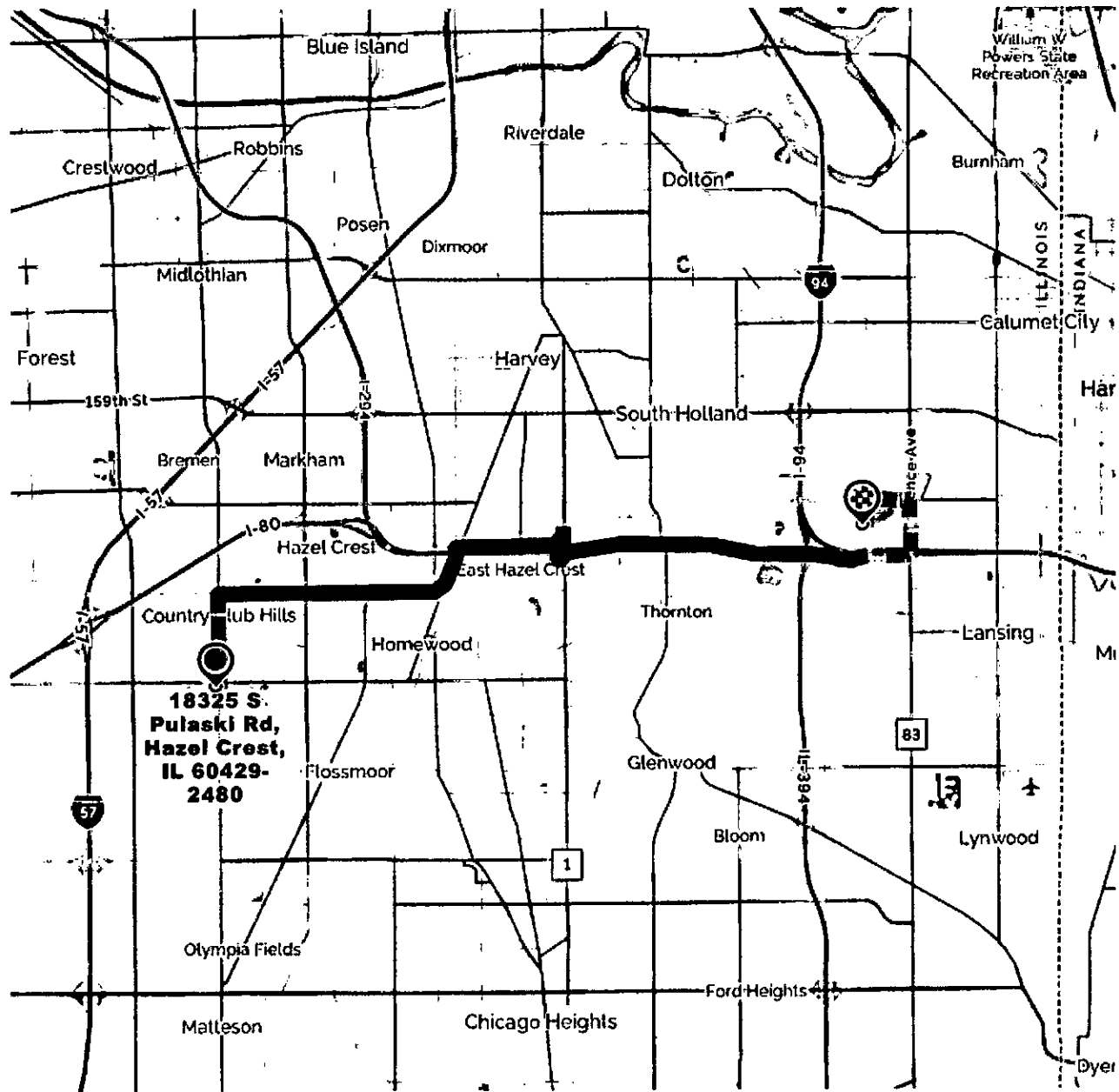
11.59 total miles

💡 12. 17225 Paxton Ave, South Holland, IL 60473-3757, 17225 PAXTON AVE is on the left.

*Your destination is just past E 172nd St.*

*If you reach Parkview Dr you've gone a little too far.*

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# YOUR TRIP TO:



9160 W 159th St, Orland Park, IL, 60462-5648

**24 MIN | 9.8 MI**

Trip time based on traffic conditions as of 3:42 PM on November 30, 2017. Current Traffic: Moderate



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Fresenius Medical Care Orland Park (9160 West 159th Street Orland Park) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 3.32 miles

3.32 total miles



2. Turn left onto 159th St/US-6 W.

159th St is just past W 158th St.

*If you reach W 156th St you've gone about 0.1 miles too far.*

Then 6.49 miles

9.81 total miles



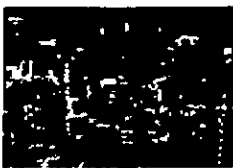
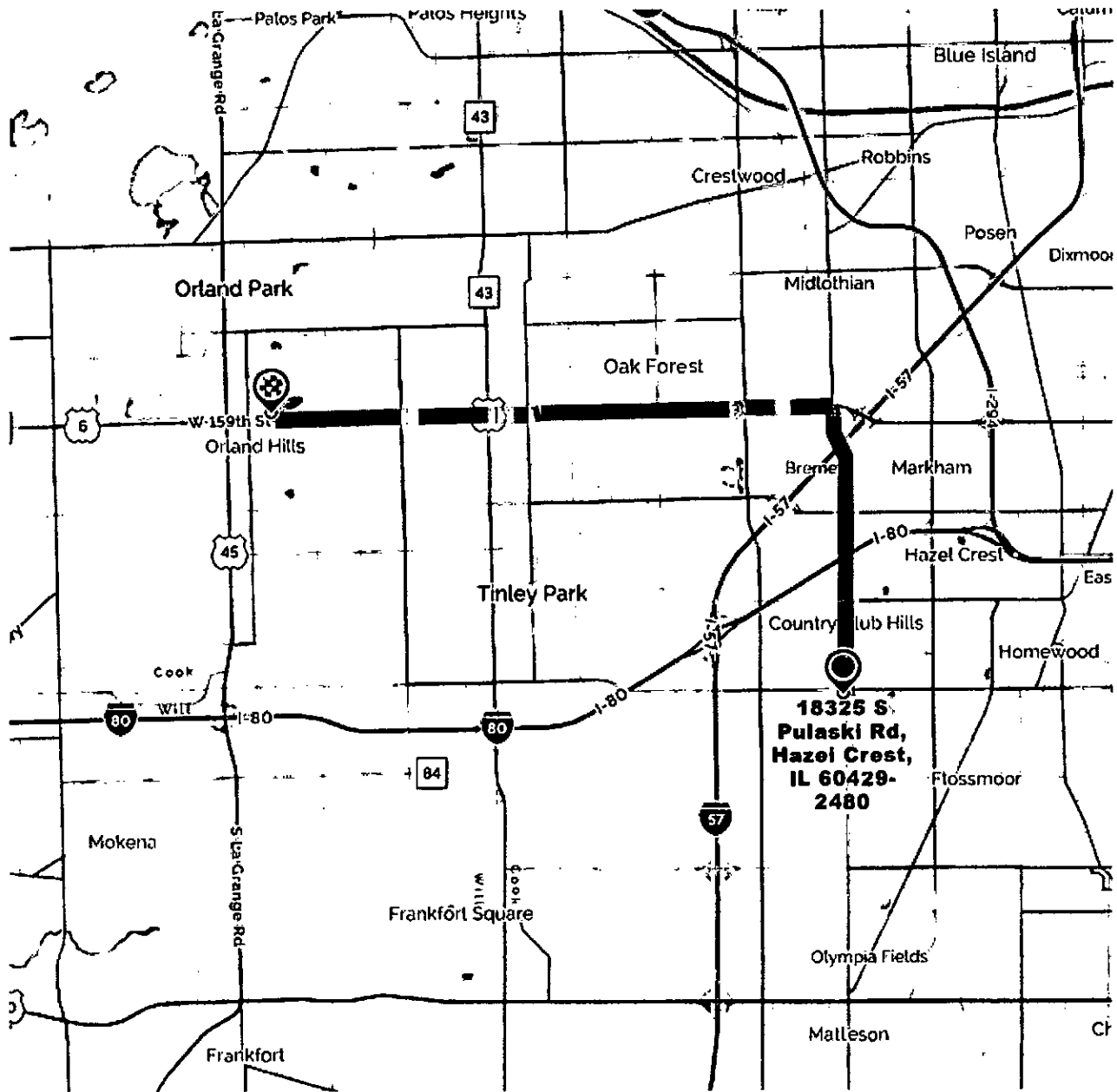
3. 9160 W 159th St, Orland Park, IL 60462-5648, 9160 W 159TH ST is on the left.

Your destination is just past Parkhill Dr.

*If you reach Orland Towne Ctr you've gone about 0.1 miles too far.*

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# YOUR TRIP TO:



17524 E Carriageway Dr, Hazel Crest, IL, 60429-2006

**5 MIN | 2.4 MI**

Trip time based on traffic conditions as of 3:46 PM on November 30, 2017. Current Traffic: Light



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Fresenius Medical Care Hazel Crest (17524 E Carriageway Drive Hazel Crest) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 1.07 miles

1.07 total miles



2. Turn right onto 175th St.

*If you reach 172nd Pl you've gone about 0.2 miles too far.*

Then 1.21 miles

2.28 total miles



3. Turn right onto E Carriageway Dr.

*E Carriageway Dr is just past Longfellow Ave.*

*If you reach Holmes Ave you've gone a little too far.*

Then 0.09 miles

2.37 total miles

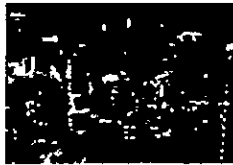
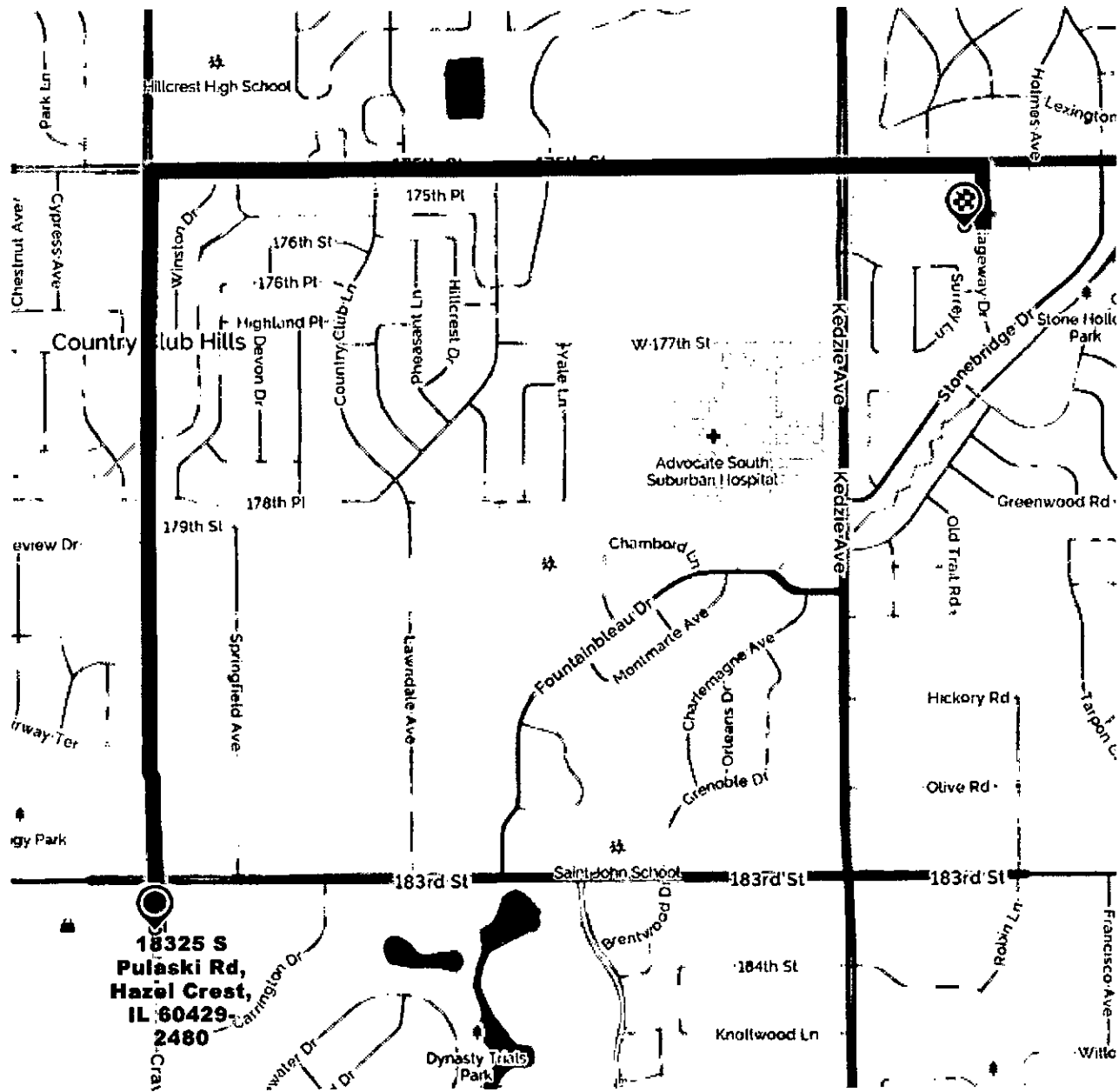


4. 17524 E Carriageway Dr, Hazel Crest, IL 60429-2006, 17524 E

CARRIAGEWAY DR is on the left.

*If you reach Coach Ln you've gone a little too far.*

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# YOUR TRIP TO:

12250 S Cicero Ave, Alsip, IL, 60803-2907



**16 MIN | 10.7 MI**

Trip time based on traffic conditions as of 3:50 PM on November 30, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Alsip Dialysis Center (12250 S. Cicero Ave, Alsip) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 2.08 miles

2.08 total miles



2. Turn left onto 167th St.

167th St is just past W 167th St.

If you reach W 166th Pl you've gone about 0.1 miles too far.

Then 0.45 miles

2.54 total miles



3. Merge onto I-57 N.

Then 2.31 miles

4.85 total miles



4. Merge onto I-294 N/Tri State Tollway N via EXIT 349 toward Wisconsin (Portions toll) (Electronic toll collection only).

Then 4.94 miles

9.79 total miles



5. Merge onto S Cicero Ave/IL-50 N.

Then 0.77 miles

10.56 total miles



6. Turn left onto W 123rd St.

W 123rd St is just past W 123rd Pl.

Wright's Furniture Warehouse is on the corner.

If you reach W 122nd St you've gone about 0.1 miles too far.

Then 0.02 miles

10.59 total miles



7. Take the 1st right.

Wright's Furniture Warehouse is on the corner.

If you reach S Lamon Ave you've gone about 0.1 miles too far.

Then 0.03 miles

10.62 total miles



8. Turn left.

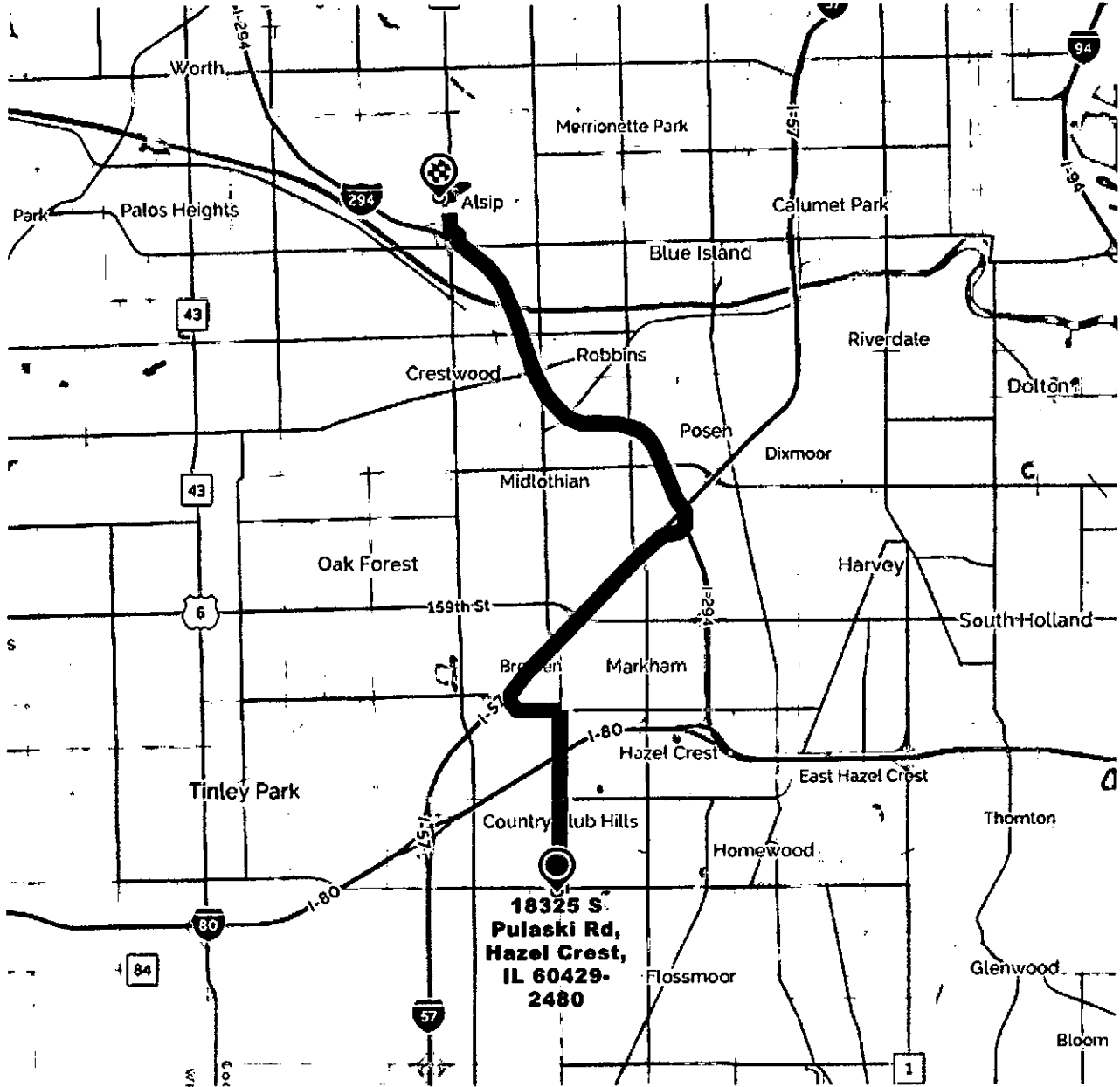
Then 0.06 miles

10.68 total miles



9. 12250 S Cicero Ave, Alsip, IL 60803-2907, 12250 S CICERO AVE.

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**18325 S  
Pulaski Rd,  
Hazel Crest,  
IL 60429-  
2480**



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Assistance is here:**  
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# YOUR TRIP TO:

11650 S Kedzie Ave, Merrionette Park, IL, 60803-6302



**21 MIN | 9.7 MI**

Trip time based on traffic conditions as of 4:06 PM on November 30, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

FMC Merrionette Park (11650 S. Kedzie Avenue Merrionette Park) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 2.08 miles

2.08 total miles



2. Turn right onto W 167th St.

*W 167th St is just past 168th St.*

*If you reach W 166th Pl you've gone about 0.1 miles too far.*

Then 1.00 miles

3.08 total miles



3. Turn left onto Kedzie Ave.

*Kedzie Ave is 0.1 miles past Spaulding Ave.*

*If you reach Albany Ave you've gone about 0.1 miles too far.*

Then 6.59 miles

9.67 total miles

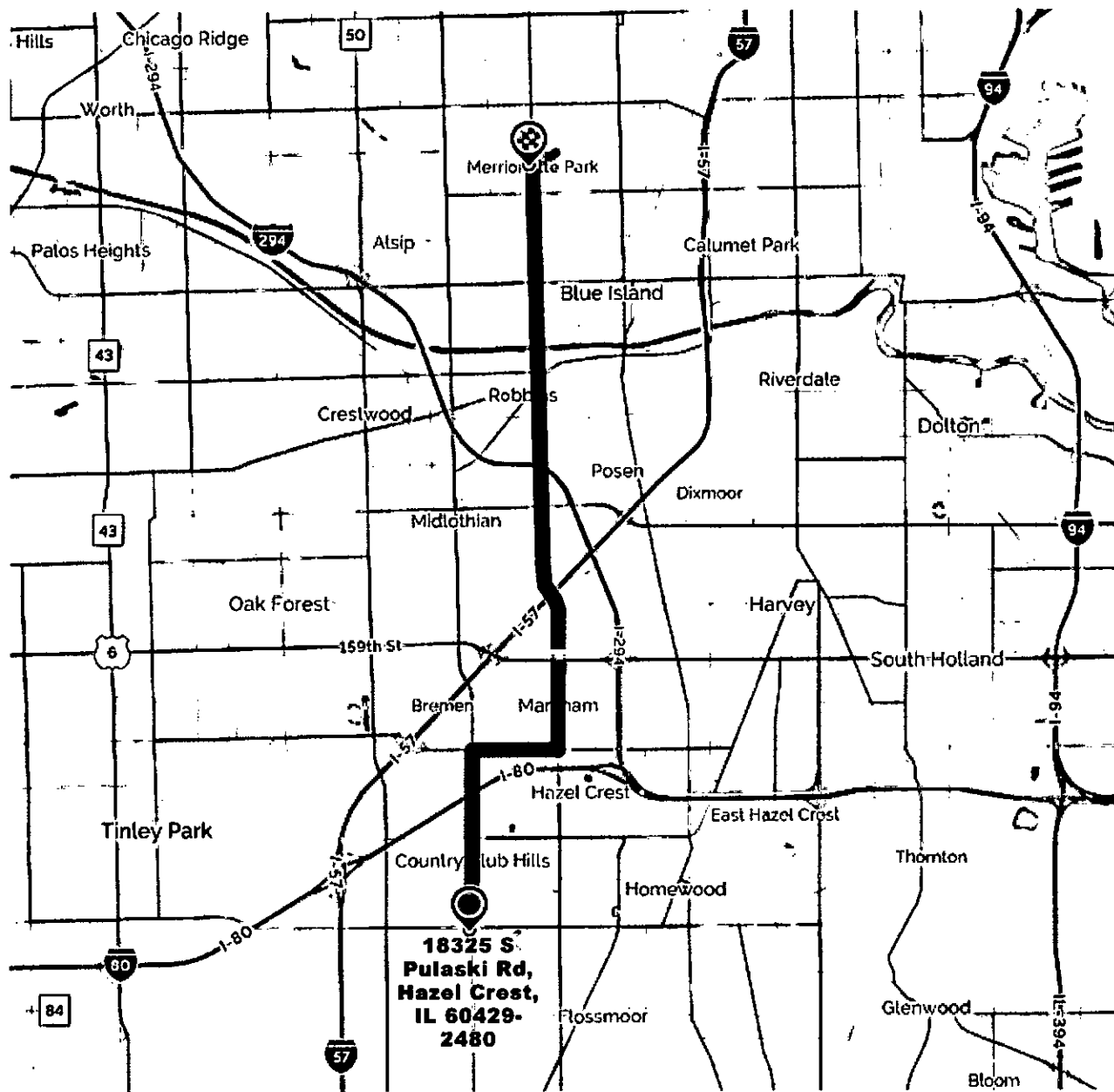


4. 11650 S Kedzie Ave, Merrionette Park, IL 60803-6302, 11650 S KEDZIE AVE is on the left.

*Your destination is 0.1 miles past W Park Lane Dr.*

*If you reach W 116th Pl you've gone a little too far.*

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Assistance is here:  
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# YOUR TRIP TO:

219 E 34th St










**26 MIN | 9.9 MI**

Trip time based on traffic conditions as of 4:10 PM on November 30, 2017. Current Traffic: Moderate



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Fresenius Medical Care Steger (219 E 34th St, Steger) to Proposed Dialysis Care Center Hazel Crest

-  **1. Start out going north on Crawford Ave toward 183rd St.**  
Then 0.07 miles 0.07 total miles
  
-  **2. Take the 1st right onto 183rd St.**  
*If you reach Fairway Ter you've gone about 0.1 miles too far.*  
Then 1.00 miles 1.07 total miles
  
-  **3. Turn right onto Kedzie Ave.**  
*Kedzie Ave is 0.2 miles past Brentwood Dr.*  
*If you reach Robin Ln you've gone about 0.2 miles too far.*  
Then 2.01 miles 3.08 total miles
  
-  **4. Turn left onto Vollmer Rd.**  
*Vollmer Rd is 0.1 miles past Lawrence Cres.*  
*If you reach Oregon Trl you've gone about 0.1 miles too far.*  
Then 1.93 miles 5.02 total miles
  
-  **5. Turn slight right onto Dixie Hwy.**  
*Dixie Hwy is 0.1 miles past Abbott Ave.*  
*If you reach Serena Dr you've gone about 0.2 miles too far.*  
Then 1.45 miles 6.47 total miles
  
-  **6. Turn slight right onto Chicago Rd/IL-1.**  
*Chicago Rd is 0.2 miles past W 10th St.*  
Then 2.82 miles 9.29 total miles
  
-  **7. Turn left onto E 34th St.**  
*E 34th St is just past W 33rd Pl.*  
*If you reach W 34th Pl you've gone a little too far.*  
Then 0.64 miles 9.93 total miles



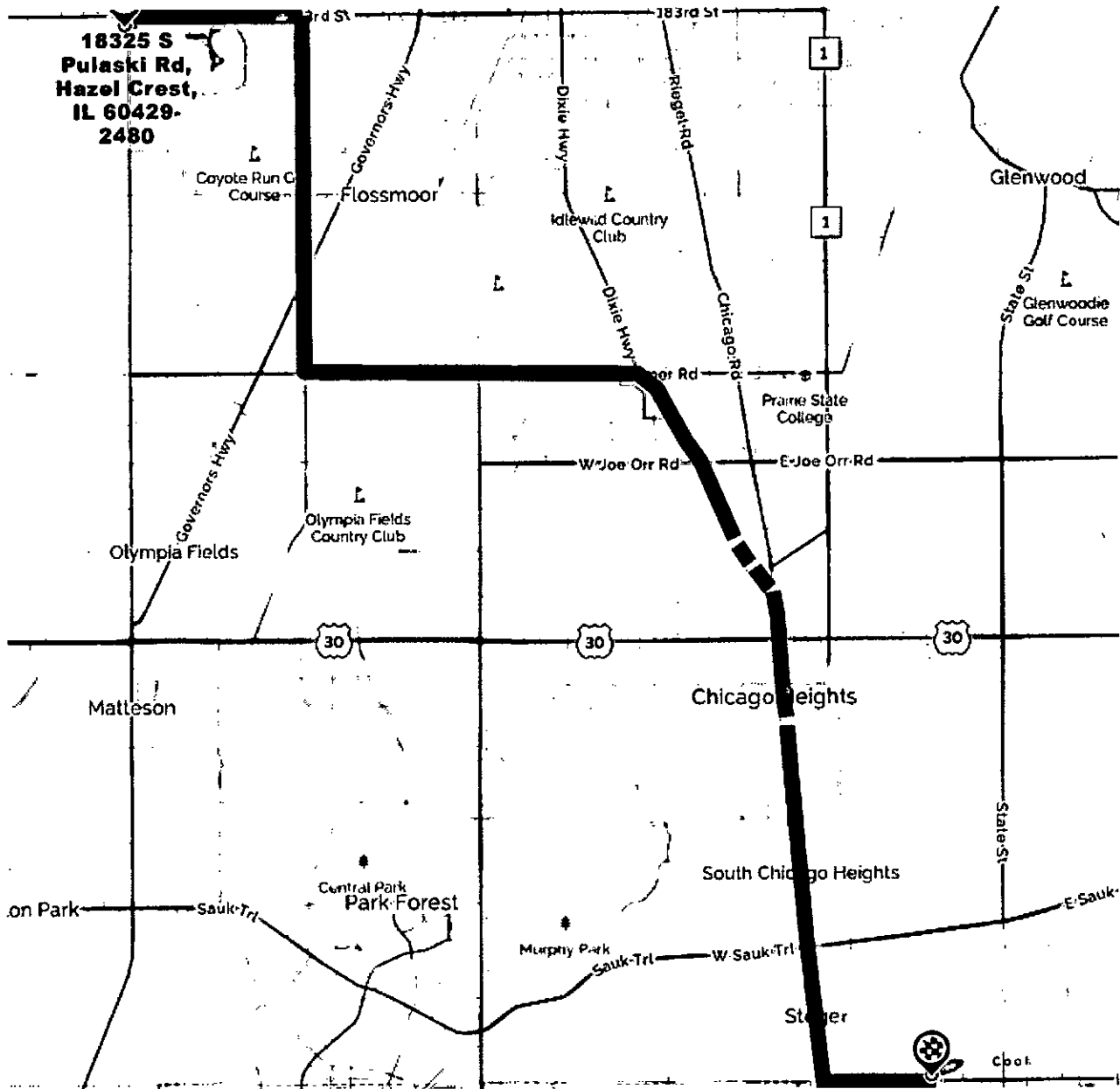


8. 219 E 34th St, Steger, IL 60475-1201, 219 E 34TH ST is on the left.

Your destination is just past Lewis St.

If you reach Loverock Ave you've gone a little too far.

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# YOUR TRIP TO:

5340 159th St, #A, Oak Forest, IL, 60452-4703



**11 MIN | 5.0 MI**

Trip time based on traffic conditions as of 4:18 PM on November 30, 2017. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Fresenius Medical Care Oak Forest (5340A 159th Street Oak Forest) to Proposed Dialysis Care Center Hazel Crest



1. Start out going north on Crawford Ave toward 183rd St.

Then 3.32 miles

3.32 total miles



2. Turn left onto 159th St/US-6 W.

159th St is just past W 158th St.

*If you reach W 156th St you've gone about 0.1 miles too far.*

Then 1.72 miles

5.04 total miles



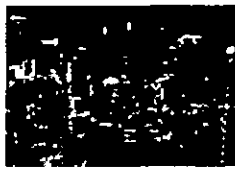
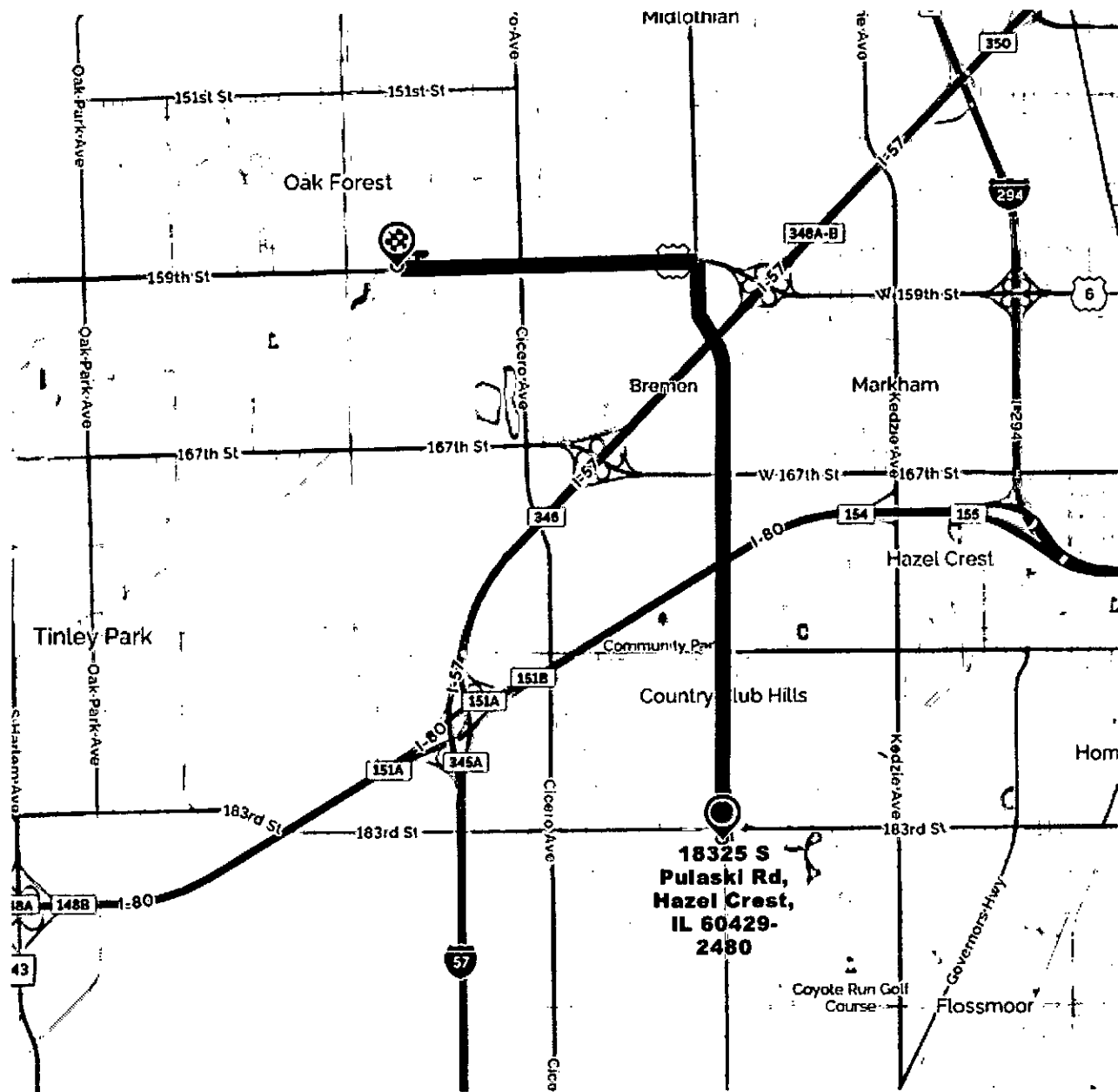
3. 5340 159th St, #A, Oak Forest, IL 60452-4703, 5340 159TH ST, #A is on the left.

*Your destination is just past Lockwood Ave.*

*If you reach Long Ave you've gone a little too far.*

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232



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# YOUR TRIP TO:











15 Independence Dr, Chicago Heights, IL, 60411-4198

**19 MIN | 7.3 MI**

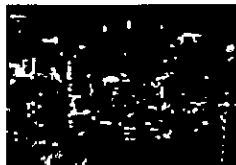
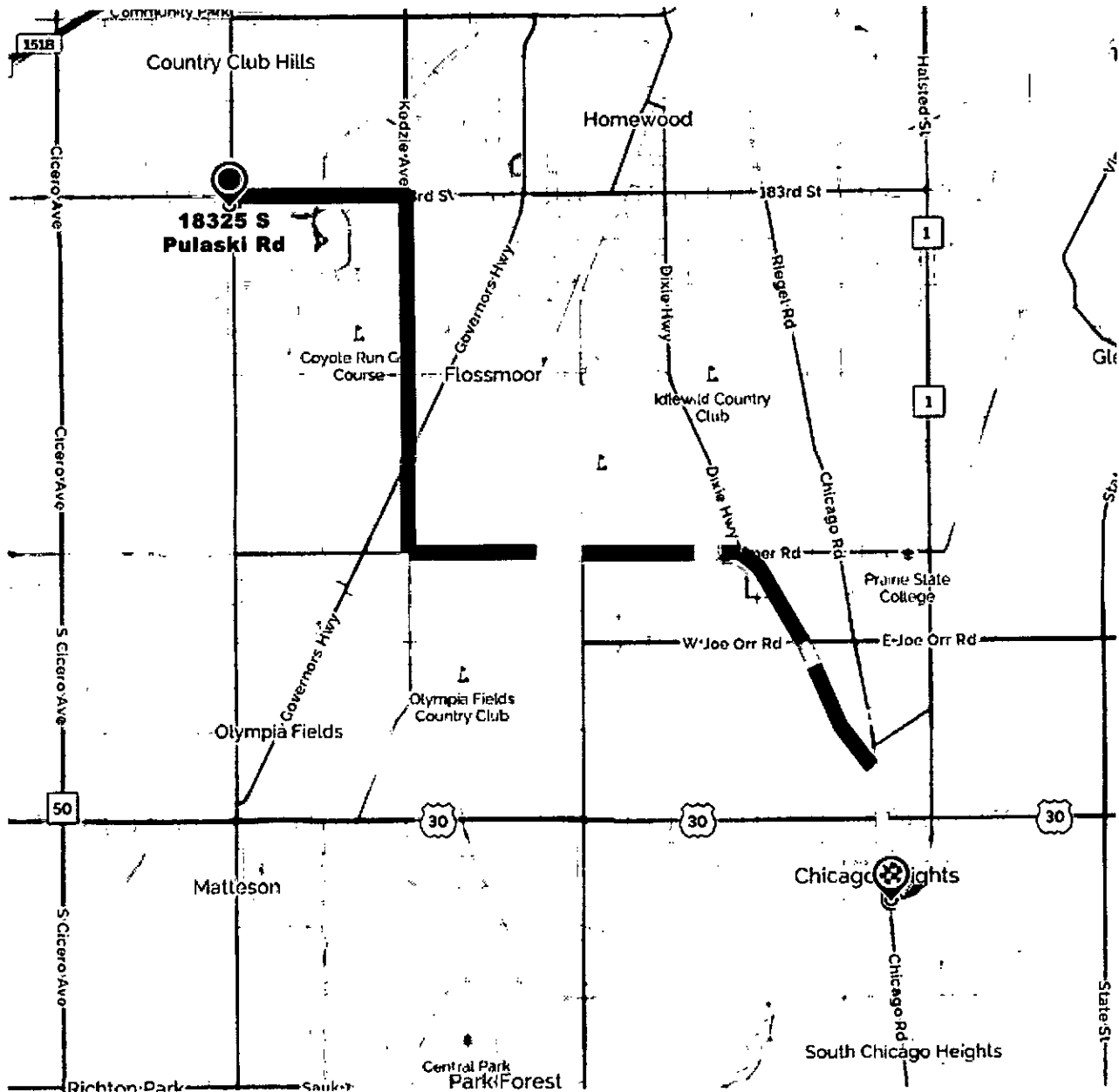
Trip time based on traffic conditions as of 4:34 PM on November 30, 2017. Current Traffic: Moderate



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

-  1. Start out going north on Crawford Ave toward 183rd St.  
Then 0.07 miles 0.07 total miles
  
-  2. Take the 1st right onto 183rd St.  
*If you reach Fairway Ter you've gone about 0.1 miles too far.*  
Then 1.00 miles 1.07 total miles
  
-  3. Turn right onto Kedzie Ave.  
*Kedzie Ave is 0.2 miles past Brentwood Dr.*  
*If you reach Robin Ln you've gone about 0.2 miles too far.*  
Then 2.01 miles 3.08 total miles
  
-  4. Turn left onto Vollmer Rd.  
*Vollmer Rd is 0.1 miles past Lawrence Cres.*  
*If you reach Oregon Trl you've gone about 0.1 miles too far.*  
Then 1.93 miles 5.02 total miles
  
-  5. Turn slight right onto Dixie Hwy.  
*Dixie Hwy is 0.1 miles past Abbott Ave.*  
*If you reach Serena Dr you've gone about 0.2 miles too far.*  
Then 1.45 miles 6.47 total miles
  
-  6. Turn slight right onto Chicago Rd/IL-1.  
*Chicago Rd is 0.2 miles past W 10th St.*  
Then 0.77 miles 7.24 total miles
  
-  7. Turn left onto Independence Dr.  
*Independence Dr is just past Hickory St.*  
*If you reach E 19th Pl you've gone a little too far.*  
Then 0.03 miles 7.27 total miles
  
-  8. 15 Independence Dr, Chicago Heights, IL 60411-4198, 15 INDEPENDENCE DR is on the left.  
*If you reach Oak St you've gone a little too far.*

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

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