

18-007

ORIGINAL

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

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

FEB 09 2018

Facility/Project Identification

Facility Name: Dialysis Care Center Hickory Hills	HEALTH FACILITIES & SERVICES REVIEW BOARD
Street Address: 8851 W 87TH St	
City and Zip Code: Hickory Hills, IL, 60457	
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 Hickory Hills, 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.

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: talausam@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 Hickory Hills		
Street Address: 8851 W 87TH St		
City and Zip Code: Hickory Hills, IL, 60457		
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

- 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.

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Telephone Number: (708) 645-1000
E-mail Address: talausam@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: 87TH Plaza, LLC
Address of Site Owner: C/O Ramsey Elshafei, 1200 Internationale Pkwy, Suite 125, Woodridge, IL, 60517
Street Address or Legal Description of the Site: 8851 W 87TH St, Hickory Hills, IL, 60457
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 Hickory Hills, 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"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS <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.]

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

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 Hickory Hills, LLC. ("Applicant") proposes to establish a 12-station in-center hemodialysis (ESRD) facility to be located at 8851 W 87TH St, Hickory Hills, IL, 60457, which is in Health Service Area 7.

The proposed facility is to be in a leased space which will include a total of approximately 4,485 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	\$560,625		\$560,625
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	\$386,426		\$386,426
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$1,472,051		\$1,472,051
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$1,085,625		\$1,085,625
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$386,426		\$386,426
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$1,472,051		\$1,472,051
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price:	\$ _____	
Fair Market Value:	\$ _____	
The project involves the establishment of a new facility or a new category of service		
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>2,500.00</u>		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
<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>July, 31, 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.	
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:
<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
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **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
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

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

Facility Bed Capacity and Utilization

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**.

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

CERTIFICATION

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

- 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 Hickory Hills, 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.

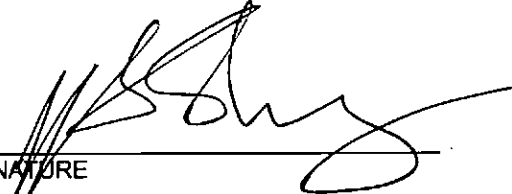

SIGNATURE

Morufu O Alausa MD

PRINTED NAME

CEO /President

PRINTED TITLE


SIGNATURE

Mohammad S. Shafi MD


PRINTED NAME

Vice President

PRINTED TITLE

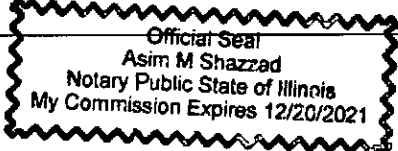
Notarization:
Subscribed and sworn to before me
this 6 day of Feb, 2018

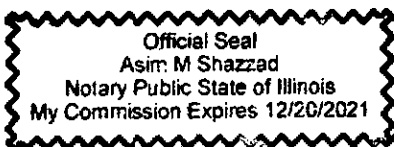
Notarization:
Subscribed and sworn to before me
this 6 day of Feb, 2018


Signature of Notary


Signature of Notary

Seal
*Insert the EXACT legal name of the applicant

Seal




CERTIFICATION

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

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- 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.



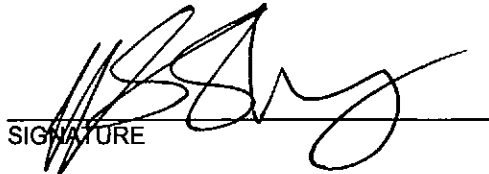
SIGNATURE

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 6 day of Feb, 2018

Notarization:
Subscribed and sworn to before me
this 6 day of Feb, 2018



Signature of Notary

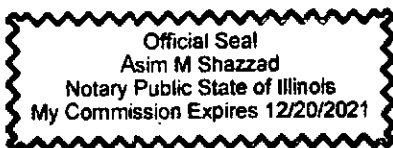
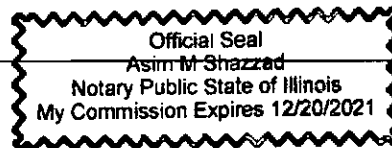
Seal

*Insert the EXACT legal name of the applicant



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	PROPOSED BGSF/DGSF	SIZE OF PROJECT STATE STANDARD	DIFFERENCE	MET STANDARD?
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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	0	12

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(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]:

\$1,085,625	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;
\$386,426 (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 improvements to the property and provision of capital equipment;

	<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>
\$1,472,051	TOTAL FUNDS AVAILABLE

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
Enter Historical and/or Projected Years:				
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 NUMERICAL 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									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

APPEND DOCUMENTATION AS ATTACHMENT 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			
Total			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)	Year	Year	Year
Inpatient			
Outpatient			
Total			

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 Hickory Hills, LLC.
Dialysis Care Center Hickory Hills 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 Hickory Hills, 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 HICKORY HILLS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 05, 2018, 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 #: 1503701594 verifiable until 02/06/2019
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 FEBRUARY A.D. 2018 .

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: 87 TH Plaza, LLC
Address of Site Owner: C/O Ramsey Elshafei, 1200 Internationale Pkwy, Suite 125, Woodridge, IL, 60517
Street Address or Legal Description of Site: 8851 W 87TH St, Hickory Hills, IL, 60457

Attached:

- 1.A copy of the Letter of Intent to lease between 87TH Plaza, LLC. and Dialysis Care Center Hickory Hills, LLC to lease the facility at 8851 W 87TH St, Hickory Hills, IL, 60457 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



Arthur J. Rogers & Co.

www.arthurjrogers.com

Sales • Management • Leasing • Construction

January 10, 2018

Mr. Kevin Kobe
John Greene Commercial
1311 S. Rt. 59
Naperville, IL 60564

Via Email: kevin.kobe@johngreenecommercial.com

RE: Dialysis Care Center Hickory Hills, LLC
8851 W. 87th St.
Hickory Hills, IL

Dear Kevin,

On Behalf of Dialysis Care Center Hickory Hills, LLC, we have been authorized to submit for your review the following letter of intent outlining the general terms and conditions in which to Lease the premises:

- Landlord:** 87th Plaza, LLC
1200 Internationale Pkwy, Suite 125
Woodridge, IL 60517
- Tenant:** Dialysis Care Center Hickory Hills, LLC
- Premises:** Approximately 4,485 rentable square feet located at 8851 W. 87th St.
- Use:** The Premises shall be used for the operation of a dialysis facility and related medical/administrative offices. Tenant may operate on the premises, at tenant's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.
- Primary Lease Term:** An initial lease term of Seven (7) years, five (5) months from lease commencement.
- Possession Date:** June 6, 2018 or sooner (Upon CON awarded by the Illinois State Board per the June 5th application date, see attached schedule).
- CON Contingency:** Lease is contingent upon tenant receiving a CON (Certificate of Need) awarded by the State of Illinois per the application date of June 5, 2018, per the attached State of Illinois schedule. *Dialysis applications require full 120 day review period prior to approval.*
- Rental Rate:** \$16.35psf modified gross
- Rent Commencement Date:** Tenant shall have one hundred fifty (150) days from possession to complete the tenant improvements, rent to commence thereafter (Nov. 1st).
- Escalation:** 3% increases compounded annually.
- Option Periods:** Two (2), five (5) year options to renew. Tenant shall provide to Landlord a nine (9) month prior written notice of its desire to exercise each option.
- Tenant's Work:** Landlord shall provide a construction allowance of \$40.00 per rentable square foot.

Individual
Membership
1559 Elmhurst Road



• Elk Grove Village, IL 60007-6452

• (847) 297-2200

• FAX (847) 699-9048

Landlord's Work:

Landlord shall warrantly that the roof and structural components and are in good working order and shall maintain and/or replace them at Landlord's expense throughout the term of the lease. Landlord shall at its expense install new HVAC unit and rear exit service door within tenant's premises. Landlord shall make the necessary building repairs which shall consist of renovating the building's facade, repair all parking lot and sidewalk improvements (which shall include repair/patch all potholes, sealcoat and stripe). All work shall be performed prior to rent commencement.

Demised Premises
Shell and Site

Landlord shall deliver the Premises as is, except for its commitment to perform (or provide) Landlord Work.

Contractor for Tenant
Improvements:

Tenant will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. Tenant shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

HVAC:

Landlord to provide new HVAC unit and Tenant responsible for its routine maintenance.

Deliveries:

Tenant requires delivery access to the Premises 24 hours per day, 7 days per week.

Emergency Generator

Tenant shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

Space Planning/Architectural
And Mechanical Drawings:

Tenant will provide all space planning and architectural and mechanical drawings required to build out and demolish existing improvement not needed, the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

Utilities:

Separately metered. Tenant shall be responsible for their electric, gas, Telephony/Internet.

Signage:

Tenant may install signs, at Tenant's expense, in and on the Premises to the maximum extent permitted by local law. Landlord will have the right to approve signage. Landlord's approval will not be unreasonably withheld. Landlord will grant Tenant signage space on any monument due the Premises.

Parking:

Landlord shall grant Tenant three (3) designated handicapped parking spaces plus one (1) ambulance space in addition to the designated handicap spaces

Building Codes:

Tenant has or will, perform its own building code analysis and acknowledges the demised premises will be delivered by the Landlord as described herein, without any repos or warranties regarding current or future codes.

Assignment
Subletting:

Tenant requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent, provided guarantor remains fully liable under its guaranty. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.

Individual Membership
1539 Elmhurst Road
Etk Grove Village, IL 60007-6452
BOMA
(847) 297-2200
W
FAX (847) 699-9048

Landlord Maintenance:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the structural portions of the Building to keep the building structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, roof supports, columns, retaining walls, footings as well as water mains, gas and sewer lines serving the Premises

With respect to the parking and other exterior areas of the Premises and subject to reasonable reimbursement by Tenant, Landlord shall perform the following, pursuant to good and accepted business practices and reasonable management and administrative fees throughout the term: repainting or routine touch-pointing the exterior surfaces of the building when necessary; repairing, resurfacing, repaving, re-striping, and resealing of the parking areas; repairing and maintaining the roof (other than its structure, which is Landlord's responsibility); repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises, including all windows and doors, in good repair, free of refuse and rubbish. Tenant shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes expected. Tenant shall be responsible for maintenance and repair of all equipment serving the Premises.

Surrender:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same

Zoning and Restrictive Covenants:

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of Tenant's dialysis clinic.

Flood Plain:

Landlord confirms that the property and premises is not in a Flood Plain or in a flood zone.

Financing:

Landlord will use its best efforts to cause its lender to provide a non-disturbance agreement.

Exclusivity:

Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

Environmental:

A Phase One Environmental Study may be conducted. Tenant shall be liable for the sole cost if Environmental is necessary.

Lease Execution:

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

Security Deposit:

Equal to one (1) month's gross rent payable upon full lease execution.

Individual
Membership

1559 Elmhurst Road



• Elk Grove Village, IL 60007-6152



• (847) 297-2200



• FAX (847) 699-9048

January 22, 2018
Page 4 of 5

Guarantor: Dialysis Care Center Holdings LLC

Legal Fee's: If CON is not approved for DCC, Tenant shall reimburse Landlord for 50% of legal expenses for Lease drafting, legal fee's shall be capped at \$1,500.

Confidential: The material contained herein is confidential. It is intended for use of the Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

Agency: Arthur J. Rogers & Co. represents the Tenant and John Greene Commercial represents the Landlord, Landlord shall be responsible to pay all brokerage fees per separate agreement.

Disclaimer: This proposal is submitted subject to errors, omissions, and changes in information, modification, and withdrawal, with or without notice.

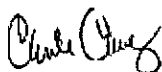
This proposal is not intended as, and does not constitute, a binding agreement by any party, nor an agreement by any party to enter into a binding agreement, but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction have been negotiated, agreed to by all parties and set forth in a fully executed lease. The only legal obligations, which any party shall have, shall be those contained in such signed and delivered definitive agreement referred to above.

Notwithstanding any provision to the contrary contained herein, this letter shall not constitute an agreement to negotiate and solely constitutes an outline of certain key terms. Landlord and Tenant each acknowledge and agree that each party is proceeding with negotiations relating to the proposed Lease at its sole cost and expense and that either party may terminate negotiations at any time and for any reason without any liability or obligation whatsoever.

Kevin, we look forward to working with you towards successfully completing this proposed Lease transaction.

Thank you for your consideration.


Arthur J. Rogers & Co.



Carole Caveney
Vice President-Commercial Properties

AGREED AND ACCEPTED:

THIS 22nd DAY OF January, 2018.

TENANT:
By: 
Its: CAJ

LANDLORD: 
By: _____
Its: Agent

8.50 x 11.00 in

Individual
Membership

1559 Elmhurst Road



• Elk Grove Village, IL 60007-6452

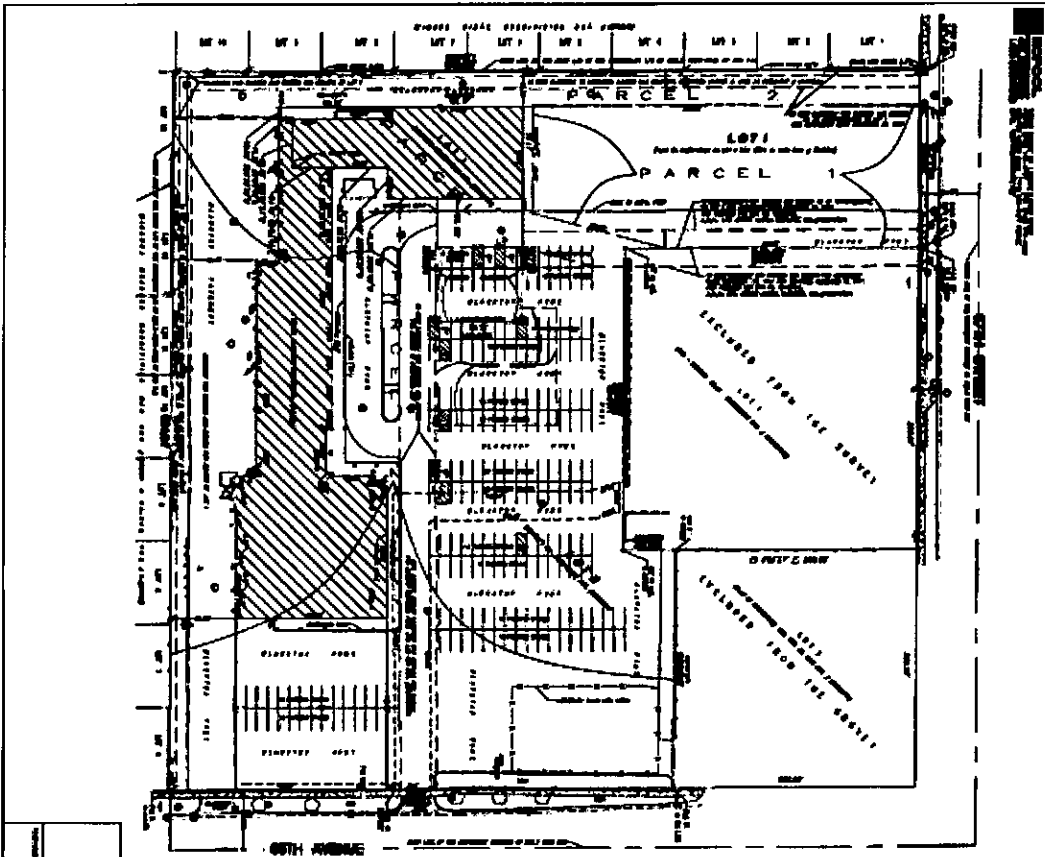


• (847) 297-2200



• FAX (847) 699-9048

Attachment 2



ALTIACORN LAND TITLE SURVEY

* PART OF THE S 1/4 OF THE S 1/4 OF T28N 14E R22E 14

SECT 14 AND SECT 15, T28N 14E, R22E 14

MONTGOMERY AND NEPT WEST 6TH STREET, MOUNTAIN HILLS, CLARK COUNTY, MISSISSIPPI

DATE OF SURVEY	BY	FOR	PAGE
NOV 11 1998	ALTIACORN	ALTIACORN	1 OF 1

LEGAL DESCRIPTION

OF

THE FOLLOWING DESCRIBED PARCELS, TO WIT:

Parcel 1: A certain parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of the Section 14, Township 28 North, Range 22 East, Meridian 14, Clark County, Mississippi, containing 1.25 acres, more or less, as shown on the attached plat.

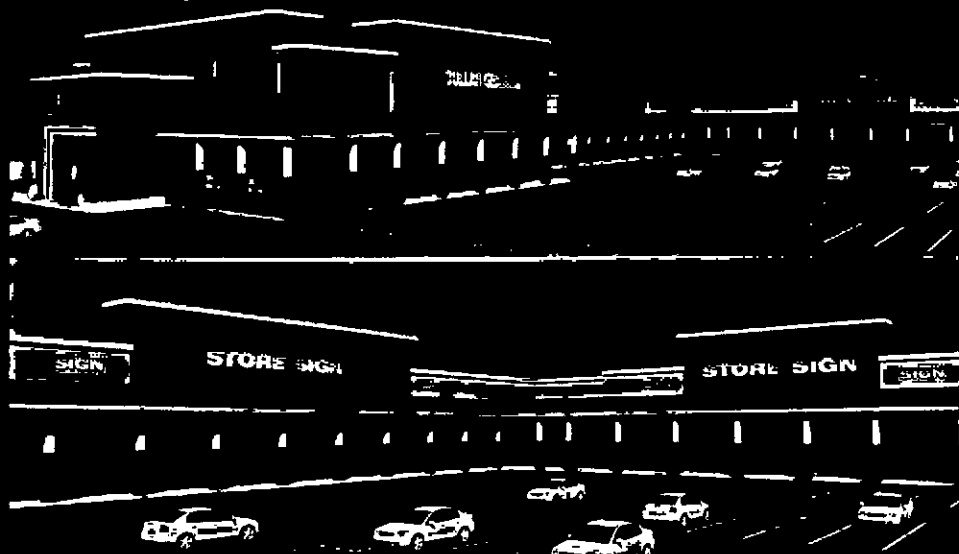
Parcel 2: A certain parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of the Section 15, Township 28 North, Range 22 East, Meridian 14, Clark County, Mississippi, containing 0.75 acres, more or less, as shown on the attached plat.

ALTIACORN & ASSOCIATES, L.L.C.
Surveyors
1115 N. GARDNER STREET
MOUNTAIN HILLS, MISSISSIPPI 38662
PHONE: (662) 434-0111
FAX: (662) 434-0112

Conceptual Drawing Phase

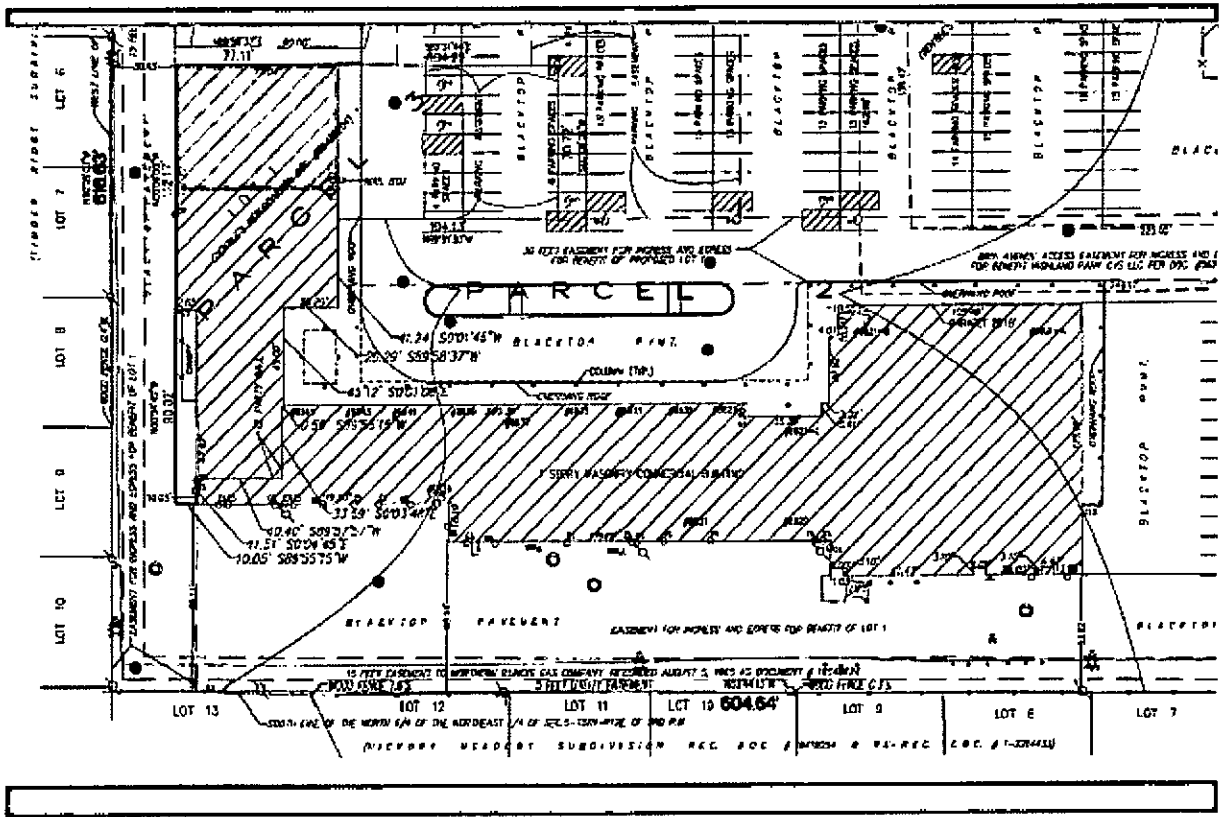
Project 1

Option 1



Sheet 6

Attachment 2



DCC

STANDARD OFFICE LEASE

87TH Plaza, LLC
an Illinois limited liability company,

(as "LANDLORD")

AND

DIALYSIS CARE CENTER HICKORY HILLS, LLC,
an Illinois limited liability company,

(as "TENANT")

PROPERTY:

8851 W 87TH ST, HICKORY HILLS, IL,60457

Attachment 2

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the ____ day of _____, 2018, between **87th PLAZA, LLC**, an Illinois limited liability company ("Landlord"), and that certain tenant identified in the Introductory Article immediately following ("Tenant") for that certain space described herein as the Premises in the building located at 8849 West 87th Street, Hickory Hills, Illinois 60457. For purposes of this Lease, the building in which the Premises are located is referred to as the "Building" and the entire complex of buildings, parking facilities, grounds, and other structures now existing or hereafter constructed are referred to as the "Shopping Center."

In consideration of the covenants and agreements hereafter set forth, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described herein on the terms and conditions contained in the following Lease (the "Lease"):

INTRODUCTORY ARTICLE: BASIC LEASE PROVISIONS

The provisions of this Introductory Article are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any disagreement, the most restrictive Article shall prevail.

TENANT'S NAME/ADDRESS: DIALYSIS CARE CENTER HICKORY HILLS, INC.

BASE LEASE TERM: Seven (7) Years, Five (5) Months

POSSESSION DATE: June 6, 2018 (subject to the contingency set forth in Section 1.02 below)

COMMENCEMENT DATE: November 1, 2018 (subject to the contingency set forth in Section 1.02 below)

TERMINATION DATE: March 31, 2025

EXTENSIONS: Two (2) five (5) year option sot renew.

LEASED PREMISES: The suite bearing address 8851 West 87th Street, Hickory Hills, IL 60457 containing approximately 4,485 square feet of space as shown on the floor plan attached as Exhibit A ("Premises").

PERMITTED USE: Outpatient dialysis facility and related medical/administrative uses (and See Article 5)

BASE RENT:

Period			Rate PSF	Annual	Monthly
6-Jun	31-Oct	2018	\$0.00	\$0.00	\$0.00
1-Nov	31-May	2019	\$16.35	\$73,329.72	\$6,110.81
1-Jun	31-May	2020	\$16.84	\$75,529.68	\$6,294.14
1-Jun	31-May	2021	\$17.35	\$77,795.52	\$6,482.96
1-Jun	31-May	2022	\$17.87	\$80,129.40	\$6,677.45

1-Jun	31-May	2023	\$18.40	\$82,533.24	\$6,877.77
1-Jun	31-May	2024	\$18.95	\$85,009.32	\$7,084.11
1-Jun	31-May	2025	\$19.52	\$87,559.56	\$7,296.63
1-Jun	31-Oct	2025	\$20.11	\$90,186.36	\$7,515.53

BASE RENT ESCALATION: 3% per year, compounded annually (reflected in chart above)

BASE RENT DURING RENEWAL TERM(S): 103% of Base Rent for prior lease year, escalated annually

TENANT'S SHARE: _____%

SECURITY DEPOSIT: \$6,110.81

GUARANTOR: DAY CARE CENTER HOLDINGS, LLC, an Illinois limited liability company

BROKER(S): Tenant's Broker – Arthur J. Rogers & Co.
Landlord's Broker – John Greene Commercial

TENANT'S ADDRESS FOR NOTICE PURPOSES: Dialysis Care Center Hickory Hills, LLC
c/o Tunji Motufu Alausa
15786 South Bell Road
Homer Glen, Illinois 60491

with a copy to:
Azam Chandran & Gilani, LLP
Attention: Salman Azam, Esq.
333 North Michigan Avenue, Suite 1815
Chicago, IL 60601
Azam@ACGLawFirm.com

LANDLORD'S ADDRESS FOR NOTICE PURPOSES: 87th Plaza, LLC
c/o RE Development Solutions, Inc.
1200 Internationale Parkway, Suite 125
Woodridge, IL 60517
Attention: Ramsey ElShafei
Email: RElshafei@re-ds.com

with a copy to:
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527
Attention: William J. Cotter
Email: WCotter@GSRNH.com

[BODY OF THE LEASE FOLLOWS]

1. **TERM.**

1.01. **Initial Term.** The term of this Lease shall be for that period of time set forth in the Introductory Article as the "Base Lease Term" and it shall commence on the date set forth in the Introductory Article as the "Commencement Date" and shall terminate upon the date set forth in the Introductory Article as the "Termination Date" (unless sooner terminated or extended as hereinafter provided) (hereinafter referred to as the "Term").

1.02. **Contingency.** Tenant has applied to the Health Facilities and Services Review Board for the issuance of a "Certificate of Need" to operate an inpatient dialysis facility in the Premises. Notwithstanding anything herein to the contrary, unless the Certificate of Need is received by Tenant on or before June 5, 2018, then the parties' obligations under this Lease shall terminate and neither party shall have any further responsibility hereunder, provided that Tenant agrees to reimburse Landlord for half of the attorney fees incurred by it in connection with this lease (not to exceed a reimbursement amount of \$1,500.00).

1.03. **Option to Renew.**

(a) **Option to Renew.** Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from Tenant not less than nine (9) months and not more than twelve (12) months prior to the Termination Date of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Premises in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease for two (2) periods of five (5) years commencing on the date immediately following the Termination Date (each, a "Renewal Term" and collectively, the "Renewal Terms"), upon the terms and conditions contained in this Lease, and the Rent for the Renewal Term shall be as set forth in the Introductory Article.

(b) **Failure to Exercise.** If Tenant fails to give and if Landlord does not receive the appropriate notice within the time limit set out herein for extending the Term, then this Article 1.02(a) shall be null and void and of no further force or effect.

(c) **Personal to Tenant.** This option to renew is personal to Tenant and may not be assigned by Tenant. In the event that Landlord consents to an assignment or sublease of this Lease, such consent shall not extend to these options to renew unless Landlord's consent specifically references same.

2. **POSSESSION AND CONSTRUCTION OF IMPROVEMENTS.**

2.01. **Possession.** Landlord shall tender possession and occupancy of the Premises to Tenant on the Possession Date to enable Tenant to construct its desired improvements to the Premises.

2.02. **Improvements.** Landlord shall be responsible only for Landlord's Work as described on Exhibit B ("Landlord's Work"). Landlord shall have no other obligation for construction work or improvements to the Premises, all of which, other than Landlord's Work, shall be the responsibility of, and performed by, Tenant. The improvements now or hereafter situated upon the Premises, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Premises and Tenant shall have only a leasehold interest therein.

(b) Promptly following the Commencement Date, Landlord and Tenant shall execute a Commencement Date Confirmation, in the form attached as Exhibit C, that confirms (i) the date of Landlord's delivery of the Premises to Tenant, (ii) Tenant's acceptance of possession of the Premises, and (iii) the Termination Date, a copy of which notice shall be executed by Tenant and returned to Landlord. The Base Rent

Schedule set forth in the Introductory Article shall be modified accordingly if the payment of Rent under this Lease commences on a date other than the Commencement Date.

3. **BASE RENT.** Tenant shall pay to Landlord at such place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, rent at the annual rate (herein referred to as "Base Rent") set forth in the Introductory Article hereof in equal monthly installments, each in advance, on or before the first day of each and every month. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for such month(s) shall be prorated. The prorated Rent for the portion of the month in which the Term commences shall be paid on the Commencement Date. Tenant also agrees to pay as a late fee to compensate Landlord for its increased administrative costs, for each and every monthly installment of Rent not received by Landlord when due, an amount equal to five percent (5.0%) of the delinquent payment or portion thereof.

4. **ADDITIONAL RENT.** Landlord and Tenant agree that this Lease is intended as a modified triple-net lease, and that Tenant shall pay to Landlord its share of all charges and other amounts required under this Lease over the Base Year as additional rent ("Additional Rent"). Tenant's obligations to pay Additional Rent shall commence on the Commencement Date as set forth in Article 1. Base Rent and Additional Rent shall be collectively referred to herein as "Rent." For purposes of this Lease, the "Base Year" shall mean the calendar year 2017.

Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses in excess of the Operating Expenses paid during the Base Year, in accordance with the following provisions:

(a) "Tenant's Share" is the percentage set forth in Article 1.

(b) "Operating Expenses" includes all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for the following:

(1) The cost of the operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Shopping Center, including, but not limited to, the following:

(i) The common areas of the Shopping Center, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, curbs, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates;

(ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, all tenants or occupants of the Shopping Center, including monument signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair (the "Building Systems"), but excluding Building Systems serving only the Premises;

(iii) General maintenance, trash disposal, and security services;

(2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord hereunder;

(3) The amount of the Real Property Taxes paid by Landlord hereunder. "Real Property Taxes" for this purposes means all taxes, assessments and charges levied upon or with respect to the Shopping Center or any personal property of Landlord used in the operation thereof, or

Landlord's interest in the Shopping Center or such personal property. Real Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, or assessments for transit, housing, police, fire, or other governmental services or purported benefits to the Shopping Center or the occupants thereof, service payments in lieu of taxes, and any tax, fee, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of Illinois or any political subdivision thereof, public corporation, district, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other real property taxes, whether or not now customary or in the contemplation of the parties on the date of this Lease. Real Property Taxes shall also include all fees, costs, and expenses (including expert witness fees and costs) incurred by Landlord in connection with its attempts to obtain reductions in assessed valuation of the taxable components of the Shopping Center or taxes rates attributable thereto. Real Property Taxes shall not include franchise, transfer, inheritance, or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a real property tax. Real Property Taxes shall also include reasonable legal and consulting fees, costs, and disbursements incurred in connection with proceedings to contest, determine, or reduce Real Property Taxes.

- (4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Shopping Center;
- (5) Reasonable management fees, administrative fees, and asset manager fees; and
- (6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

(c) Operating Expenses shall not include the cost of capital improvements incurred in compliance with current or future laws; repairs to exterior portions of the Building such as the roof, walls, foundation, facade, mechanical, plumbing and wiring, and lobby; those operating expenses not attributable to Tenant; those other expenses customarily excluded therefrom, including, but not limited to capital improvements; depreciation; interest; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; or any expenses for which Landlord has received actual reimbursement (other than through Operating Expenses). Notwithstanding the foregoing, Operating Expenses shall include the annual cost of any capital improvements, amortized over their respective useful lives.

(d) Tenant's Share of any Operating Expenses shall be payable by Tenant monthly during each year of the Term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a detailed statement ("Operating Expense Statement") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated)

the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

5. PREMISES.

5.01. Use of Premises; Access. Tenant shall use and occupy the Premises for the business and enterprise set forth in the Introductory Article hereof, and reasonably related and compatible uses, and no other use without Landlord's prior written consent. Tenant shall be entitled to access to the Premises 24 hours a day, subject to municipal requirements and other issues beyond Landlord's reasonable control

5.02. Compliance with Law. Tenant shall, at Tenant's expense, promptly comply with all Applicable Laws, all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions. As used herein, the term "Applicable Laws" means all applicable laws, codes, ordinances, orders, rules, regulations and requirements, of all federal, state, county, municipal and other governmental authorities and the departments, commissions, boards, bureaus, instrumentalities, and officers thereof relating to or affecting Tenant, the Office Park, or the Building or the use, operation or occupancy of the Premises, whether now existing or hereafter enacted. Tenant shall conduct its business in a lawful manner and shall not use or permit the use of the Premises or its common areas or the Shopping Center in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Shopping Center. Notwithstanding the foregoing, Tenant shall have no obligation to make any capital improvements to the Premises or bring the Premises into compliance with: (i) the Americans with Disabilities Act, as presently enacted; or (ii) any other laws, codes, rules or regulations, unless such non-compliance was directly caused by alterations or improvements made to the Premises by Tenant after delivery of possession of the Premises or resulting from Tenant's use of the Premises. Landlord represents and warrants to Tenant that it has not received any notification: (i) that the Building or the Premises are not in compliance with any environmental laws; (ii) of the presence of asbestos in the Building; (iii) of any hazardous waste violations; (iv) of the presence of any "PCB" transformers; or (v) of underground storage tanks in or about the Premises or Shopping Center.

5.03 Parking. The Shopping Center's parking facilities have been created for the exclusive use of all owners, tenants, and occupants at the Shopping Center, and their respective employees, agents, and business invitees on a first come-first served basis. Notwithstanding the foregoing, Tenant is granted the exclusive use of _____ () handicapped parking spaces and one (1) parking space for an ambulance, all as prescribed by Landlord (which shall be identified as Tenant's spaces in some reasonable fashion), subject to such reasonable rules and regulations as may be established by Landlord from time to time. Tenant acknowledges that Landlord shall have no on-going duty to police and third party violations of such exclusive parking spaces.

Tenant, for itself, its employees, agents, business invitees and any other persons who utilize said parking facilities, hereby acknowledges that all vehicles parked, and all personal property contained therein, shall be parked at the sole risk of Tenant (or other owner), and Tenant waives all liability against Landlord with respect to same. Landlord reserves the right, in its discretion: (i) to reconfigure the parking area and ingress to and egress from the parking area, (ii) to modify the directional flow of traffic in the parking area, (iii) to allocate and assign parking spaces among Tenant and the other tenants of the Shopping Center or to restrict the use of certain parking spaces for certain tenants, and (iv) to install or otherwise implement and amend parking rules and regulations, and control or monitoring devices for the parking facilities, including a paid parking program.

5.04. Common Areas. Maintenance of the common areas of the Shopping Center shall be provided by Landlord. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of the failure of such association to provide maintenance of common areas of the Shopping Center.

Tenant agrees to abide by and conform to and to cause its employees, suppliers, shippers, customers, and invitees to abide by and conform to any reasonable Rules and Regulations adopted by Landlord with respect to the Shopping Center. Landlord or such other person(s) as Landlord may appoint (the "Property Manager") shall have the exclusive control and management of the common areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for the noncompliance with and such Rules and Regulations by other tenants, their agents, employees and invitees of the Shopping Center, provided Landlord takes reasonable steps to enforce such Rules and Regulations. In the event of a conflict, this Lease prevails over the Rules and Regulations.

5.05. Utilities. The Premises is sub-metered for gas and electric, and Tenant shall promptly pay when due all bills from the utility providers with respect to same. In addition, Tenant shall be responsible, at Tenant's sole cost and expense, for its own telecommunications facilities and related appliances and equipment. In the event that a tenant occupies the space adjacent to the Premises, Landlord shall have the Premises separately metered.

5.06. Cleaning, Security. Tenant shall be responsible, at Tenant's sole cost and expense, for its own cleaning and janitorial requirements, as well as any security systems, alarms systems or other theft deterrent systems that Tenant deems necessary or desirable for its Premises.

5.07. Waiver. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of Landlord's failure to provide access, utilities or services that Landlord is required to provide hereunder, when such failure is due to Force Majeure or any other cause beyond Landlord's reasonable control.

6. CONDITION OF PREMISES. By taking possession of the Premises, Tenant agrees that the Premises, the Building and the Shopping Center are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building. Tenant acknowledges that it made a thorough and independent examination of the Premises and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that they are in any acceptable condition and meet Tenant's needs. Tenant accepts the Premises, the Building and the Shopping Center in their "AS IS, WHERE IS" condition existing as of the Commencement Date or the date that Tenant first takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, common areas, Building or Shopping Center for the conduct of Tenant's business.

7. REPAIRS AND MAINTENANCE.

7.01 Tenant's Responsibilities. Tenant will, at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the Term, and Tenant shall promptly and adequately repair all damage to the Premises, and replace or repair all damaged or broken fixtures and appurtenances, and such replacement or repair shall be under the supervision and subject to the approval of the Landlord and within any reasonable period of time specified by the Landlord. If Tenant does not do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including fifteen percent of the cost thereof (which shall include Landlord's overhead and general conditions) upon Landlord's statement for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord deems necessary or as Landlord may be required to do by governmental authority or court order or decree.

For purposes of Tenant's repair and maintenance responsibilities and not in limitation of the foregoing, the Premises shall be deemed to include that space within the demising walls thereof and the exterior walls, and shall extend to and include all exposed surfaces, and the finishes on the interior of the space, specifically including floor coverings, painting and wallpaper and related decorative finishes, ceiling tiles and grids, doors, cabinetry, interior lighting and light fixtures, windows, any Tenant installed systems or wiring. Tenant shall also be responsible for plumbing repairs of a minor nature (clogged toilet, minor leaks, etc.), and regular maintenance to the heating, ventilating and air conditioning system. If due to the fault, negligence or intentional act of Tenant, its employees, agents, business invitees, or vendors, any damage is done to any portion of the Building or Shopping Center other than the Premises, Landlord reserves the right to repair same and to assess the cost of same to Tenant. Tenant agrees to pay Landlord forthwith upon being billed by Landlord for same.

7.02 Landlord's Responsibilities. Landlord represents that the roof of the Premises and its structural components are good working order. Landlord shall be responsible for (i) repairing and maintaining the Building's electrical systems, plumbing systems (except for minor repairs), exterior lighting and roof, (ii) repairing and maintaining the structural components of the Building, including foundations, structural load-bearing walls, exterior walls, roof supports, columns, retaining walls, and footings, (iii) maintaining the Shopping Center parking facilities, curbs and sidewalks, including repaving, sealing and restriping when needed in Landlord's discretion, and (iv) major repairs or replacements of the heating, ventilating and air conditioning system servicing the Premises, except if any of the foregoing was the result of the negligence of Tenant or Tenant's failure to provide regular maintenance to same.

8. ADDITIONS AND ALTERATIONS.

8.01. Consent Required. Tenant shall not, without the prior written consent of Landlord which shall not be unreasonably withheld, make any alterations, improvements or additions to the Premises. Landlord's refusal to give said consent shall be conclusive. If Landlord consents to said alterations, improvements or additions, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to agree to restore the Premises to their original condition at the Commencement Date, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work (in the form of cash, letter of credit, bond, or other security satisfactory to Landlord), insurance against liabilities which may arise out of such work (in amounts and coverage acceptable to Landlord), and plans and specifications plus permits necessary for such work.

8.02. Alterations.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, or the Building without Landlord's prior written consent, which Landlord may give or withhold in Landlord's exercise of reasonable discretion. As used herein, the term "Alterations" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant shall deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all applicable laws, (iii) in accordance with any applicable Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other tenants' use and enjoyment of the Shopping Center. Notwithstanding the foregoing, Tenant shall be entitled to purchase

and install appliances, install security systems, renovate, repair, paint decorate, re-carpet and otherwise perform construction to the interior of the Premises without the prior approval of Landlord provided such activities do not: (1) require the issuance of building permits; (2) does not alter or touch upon or require changes to the HVAC, electrical systems, plumbing, or structural portion of the Building; (3) cost more than \$5,000.00 per project

(b) Tenant shall pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's review, inspection and engineering time, and for any painting, restoring or repairing the Premises or the Building that the Alterations occasion. Prior to commencing any Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (i) demolition (if applicable) and payment and performance bonds, (ii) builder's "all risk" insurance in an amount at least equal to the replacement value of the Alterations, and (iii) evidence that Tenant and each of Tenant's contractors have in force commercial general liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 10. The insurance policies described in clauses (ii) and (iii) above must name Landlord, Landlord's lender and the Property Manager as additional insureds.

(c) Landlord may inspect construction of the Alterations. Immediately upon completion of any Alterations, Tenant will furnish Landlord with contractor affidavits and full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 8.02 within five (5) days after Landlord's written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or causes to be made to the Premises shall become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requests Tenant to remove the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. Notwithstanding the foregoing, at Landlord's request Tenant shall remove all telephone, computer, security and other wiring and cabling located within the Premises or installed by Tenant, including without limitation any located within the walls of the Premises, on or before the Expiration Date or any earlier termination of this Lease.

(d) Tenant will keep the Premises, the Building and the Shopping Center free from any mechanics', materialmen's or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, the Building, and the Shopping Center, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises.

(e) Tenant may perform general decorating to the Premises, for which building permits are not required, without the Landlord's prior consent.

9. *INTENTIONALLY OMITTED.*

10. *INSURANCE.*

10.01. Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Article describes.

Section 1, Identification, General Information, and certification

injury, loss, or damage to persons or property occurring in the Premises or at the Building, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Building.

10.02. Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease, Tenant, to the fullest extent allowable under the law, will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all claims arising from: (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence or misconduct of Tenant, (c) any accident, injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Building.

10.03. Tenant's Waiver. In addition to the other waivers of Tenant described in this Lease and to the extent not expressly prohibited by law, Landlord and the other Landlord Parties are not liable for, and Tenant waives, any and all Claims against Landlord and the other Landlord Parties for any damage to Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, resulting directly or indirectly from: (a) any existing or future condition, defect, matter or thing in the Premises or the Building, (b) any equipment or appurtenance becoming out of repair, or (c) any occurrence, act or omission of any Landlord Party, any other tenant or occupant of the Building or any other person. This Article applies especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas and by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, ice, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures. The waiver this Article describes applies regardless whether any such damage results from an act of God, an act or omission of other tenants or occupants of the Building or an act or omission of any other person.

10.04. Tenant's Failure to Insure. Notwithstanding any contrary language in this Lease, if Tenant fails to provide Landlord with evidence of insurance as required under Article 10.01, Landlord may assume that Tenant is not maintaining the insurance Article 10.01 requires and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord 115% of all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Article does not relieve Tenant from any default under this Lease.

11. DAMAGE OR DESTRUCTION.

11.01 Tenantable Within 180 Days. Except as provided in Article 11.03, if fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant that Landlord will repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible within the 180 day period (subject to delays caused by Tenant Delays or Force Majeure). Landlord will provide the notice within 30 days after the date of the casualty. In such case, this Lease remains in full force and effect, but, except as provided in Article 10.02(c), Rent for the period during which the Premises are untenable abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises).

11.02. Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this Article, Tenant may

Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

(a) Liability Insurance. Commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the Premises and Tenant's activities in the Premises and upon and about the Building, on an occurrence basis, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements: (i) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (ii) naming Landlord, its beneficiary, lender(s) and property manager ("*Landlord Parties*") as additional insureds by an "Additional Insured - Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (iii) waiving the insurer's subrogation rights against Landlord Parties; (iv) providing Landlord with at least 30 days prior notice of modification, cancellation or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary basis and will not contribute with any insurance Landlord maintains. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a per location basis.

(b) Property Insurance. At Tenant's option, property insurance providing coverage at least as broad as the current ISO Special Form (all-risks) policy in an amount not less than the full insurable replacement cost of all of Tenant's trade fixtures and other personal property within the Premises and including business income insurance covering at least nine months loss of income from Tenant's business in the Premises. If Tenant provides such property insurance under a blanket policy, the insurance must include an agreed amount, no coinsurance provisions.

(c) Other Insurance. Such other insurance as may be required by any laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar office buildings in the area in which the Premises is located increase or otherwise change, Landlord may likewise increase or otherwise change Tenant's insurance obligations under this Lease.

(d) Miscellaneous Insurance Provisions. All of Tenant's insurance will be written by companies rated at least "Best A-VII" and otherwise reasonably satisfactory to Landlord. Tenant will deliver a certified copy of each policy, or other evidence of insurance satisfactory to Landlord: (i) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 certificate and will attach or cause to be attached to the certificate copies of the endorsements this Article requires (including specifically, but without limitation, the additional insured endorsement). Tenant's insurance must permit releases of liability and provide for waiver of subrogation as provided in 10.01(e) below.

(e) Tenant's Waiver and Release of Claims and Subrogation. To the extent not prohibited by the law, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all claims arising out of personal injury or damage to or destruction of the Premises, Building, Shopping Center or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such claim results from the negligence or fault of any Landlord Party or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Building at Tenant's sole risk. No Landlord Party is liable for any damage to such property or for any theft, misappropriation or loss of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any

terminate this Lease by notifying Landlord within 30 days after the date of Landlord's notice, which termination will be effective 30 days after the date of Tenant's notice.

11.03. Building Substantially Damaged. Notwithstanding the terms and conditions of Article 11.01, if the Building is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either: (a) fewer than 15 months remain in the Term, or (b) the damage reduces the value of the improvements in the Building by more than 50% (as Landlord reasonably determines value before and after the casualty), then, regardless whether Landlord determines (in Landlord's reasonable discretion) that it can make the Building tenable within 180 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.04. Insufficient Proceeds. Notwithstanding any contrary language in this Article 11, if this Article 11 obligates Landlord to repair damage to the Premises or Building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.05. Landlord's Repair Obligations. If this Lease is not terminated under Articles 11.02 through 11.04 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant Delays or Force Majeure) and, except as provided in Article 10.02(c), Rent for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any alterations or Tenant's improvements that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, any personal property, or any other property of Tenant.

11.06. Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Lease under this Article 11, Landlord will apportion Rent on a per diem basis and Tenant will pay the same to: (a) the date of the fire or other casualty if the event renders the Premises completely untenable, or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided that if a portion of the Premises is rendered untenable, but the remaining portion is tenable, then, except as provided in Article 10.02(c), Tenant's obligation to pay Rent abates pro rata (based upon the rentable area of the untenable portion of the Premises divided by the rentable area of the entire Premises) from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).

11.07. Exclusive Casualty Remedy. The provisions of this Article are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by law, Tenant waives the benefits of any law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article.

12. CONDEMNATION. If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render (in Landlord's reasonable judgment) the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority and Landlord shall make a pro rata refund to Tenant of any prepaid Rent. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Landlord, and (except as provided in the next sentence) Tenant hereby assigns to Landlord its interest, if any, in said award. Notwithstanding the foregoing, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses (provided that such separate

award does not reduce or diminish in any fashion the award otherwise payable to Landlord); provided, however, Tenant shall in no event have any right to receive any award for its interests in this Lease or for loss of leasehold value.

In the event that fifty percent (50%) or more of the Building area or appurtenances or fifty percent (50%) or more of the value of the Building is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or if less than 50% in either instance is taken, but such percentage taken, in Landlord's reasonable opinion, renders it economically infeasible to restore the Building or Premises to a complete architectural unit, then, at Landlord's option, by written notice to Tenant mailed within sixty (60) days from the date possession shall be taken by such public authority, Landlord may terminate this Lease effective upon a date within ninety (90) days from the date of such notice to Tenant.

Further, if the whole or any part of the Premises is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render the remaining portion of the Premises unsuitable, in Landlord's reasonable opinion, for the purposes intended hereunder, upon delivery of possession to the condemning authority pursuant to the proceedings, Tenant may, at its option, terminate this Lease as to the remainder of the Premises by written notice to Landlord. Such notice is to be given to Landlord within thirty (30) days after Tenant receives notice of the taking. Tenant shall not have the right to terminate this Lease pursuant to the preceding sentence unless (i) the business of Tenant conducted in the portion of the Premises taken cannot, in Tenant's reasonable judgment, be carried on with substantially the same utility and efficiency in the remainder of the Premises (or any substitute space securable by Landlord pursuant to clause (ii) hereof); and (ii) Tenant cannot secure substantially similar (in Tenant's reasonable judgment) alternate space upon the same terms and conditions as set forth in this Lease (including rental) from Landlord in the Shopping Center. Any notice of termination shall specify the date, no more than sixty (60) days after the giving of such notice as the date, for such termination; provided, however, that such termination date shall be accelerated in accordance with the requirements of the condemning authority.

Anything in this Article to the contrary notwithstanding, in the event of a partial condemnation of the Building or Premises and this Lease is not terminated, Landlord shall, at its sole cost and expense, restore the Building and Premises to a complete architectural unit and the Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceeding to the termination of this Lease shall be reduced to a sum equal to the product of the Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

13. ASSIGNMENT AND SUBLETTING.

13.01. Except as provided in 13.02, Tenant shall not, without the prior written consent of Landlord (which consent shall not unreasonably be withheld) (i) assign, convey or mortgage this Lease or any interest hereunder, (ii) suffer to occur or permit to exist any assignment of this Lease or any lien upon Tenant's interest herein, involuntarily or by operation of law; (iii) sublet the Premises or any portion thereof; or (iv) permit the use of the Premises by any parties other than Tenant and Tenant's employees. Any such action on the part of Tenant shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer, or Landlord's election to accept any assignee, subtenant or transferee as Tenant hereunder and to collect rent from such assignee, subtenant or transferee, shall not release the original Tenant from any covenant or obligation under this Lease unless Landlord so agrees in writing. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of the right of Landlord to withhold its consent to any further assignment, subletting or transfer.

13.02. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the Premises, in whole or in part, to one or more related, affiliated or commonly

controlled entities of or to Tenant (i) in connection with the sale of all or substantially all of the stock or assets of Tenant or a business unit; (ii) in connection with the sale of any of the group(s), division(s) or section(s) or of all or substantially all of the assets of any of such group(s), division(s) or section(s) of Tenant occupying the Premises; or (iii) by operation of law. No assignment or sublease shall relieve Tenant of any liability hereunder unless so specified in the instrument by which Landlord provides it consent to same.

(c) If the Tenant subleases or assigns this Lease and collects rents due thereunder, then Tenant shall be entitled to all amounts received by Tenant in connection with such subletting in excess of the Rent Tenant is obligated to pay Landlord hereunder.

14. **SURRENDER OF POSSESSION.** Upon the expiration of the Term, Renewal Term (if applicable), or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear and tear excepted, and shall, if Landlord so requires, restore the Premises to the condition existing at the beginning of the Term including the removal of any additions and alterations approved by Landlord from time to time, if requested to do so. At the termination of the Term or of Tenant's right of possession, Tenant agrees to remove Tenant's office furniture, trade fixtures, office equipment and all other items of Tenant's personal property on the Premises. Tenant shall pay to Landlord, upon demand, the cost of repairing any damage to the Premises and to the Shopping Center caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may, at its option, accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

15. **HOLDING OVER.** Tenant shall pay to Landlord an amount as Rent equal to 150% of the Rent herein provided during each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the sole option of Landlord, expressed in a written notice to Tenant within the first 30 days of the holdover period, such holding over shall constitute a renewal of this Lease for a period of one year on the same terms and conditions herein contained, except the Rent for the one-year hold-over period shall be 150% of the Rent paid in the prior year. The provisions of this Article shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord at law or as provided herein.

16. **TENANT'S INFORMATION.** Tenant agrees that, from time to time upon not less than (10) days prior request by Landlord, the Tenant or Tenant's duly authorized representative shall deliver to Landlord a completed Tenant's estoppel letter certifying the following information: (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (ii) the date to which Rent is paid in advance; (iii) the amount of Tenant's security deposit, if any; and (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder, or specifying such defaults, events or conditions, if any are claimed, it being intended that such Tenant's estoppel letter may be relied upon by any mortgagee of Landlord or by any other person, firm or entity to whom Landlord may further direct Tenant to address same. Tenant shall execute and deliver such completed estoppel letter, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant shall be in default under this Lease.

In addition to the foregoing Tenant's estoppel letter, no more than once during any twelve (12) month calendar period, Tenant agrees to provide to Landlord within ten (10) days after Landlord's written request for

same, copies of Tenant's audited financial statements (being Tenant's balance sheet and profit and loss statement) and tax return for the immediately preceding fiscal quarter and fiscal year. If such information is not audited, then it shall be certified as accurate by the chief financial officer of Tenant. Landlord agrees to respect the confidentiality of such information, and shall utilize and disclose such information only in connection with a sale, exchange, or financing of the Building.

17. **SUBORDINATION.** This Lease is subject and subordinate to all present and future ground or underlying leases of the land and to the lien of any mortgages or trust deeds, now and hereafter in force, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds or the lessors under such ground lease or underlying leases require, in writing, that this Lease shall be superior thereto. Tenant shall, at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant hereby irrevocably authorizes Landlord to execute and deliver, in the name of Tenant, any such instrument or instruments (including the Tenant's estoppel letter described in the preceding Article) if Tenant fails to do so, provided that such authorization shall in no way relieve Tenant from the obligation of executing such instruments of subordination or superiority.

Landlord shall use its best efforts to have any lender execute and deliver a form of subordination, attornment and non-disturbance agreement in form and substance acceptable to such lender.

18. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent and any other claim:

18.01. To install, affix and maintain any and all signs on the exterior of the Building or the Shopping Center;

18.02. To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Shopping Center, or any part thereof, and for such purposes, to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and the Shopping Center, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises remain reasonably accessible and usable;

18.03. To furnish door keys in the Premises at the commencement of the Lease and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves and releases the Landlord of all responsibility for theft, robbery and pilferage. Upon the expiration of the Term or of Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises;

18.04. To approve the weight, size and location of safes, vaults, filing systems, and other heavy equipment and articles in and about the Premises and the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant;

18.05. To show the Premises to prospective purchasers of the Building or to prospective lender at any time during the Term at reasonable hours, to show the Premises to prospective tenants at reasonable hours during the last twelve months of the Term, and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy;

18.06. To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations; and

18.07. To enter the Premises at any reasonable time during business hours upon reasonable notice to Tenant to inspect the Premises.

18.08. To prescribe rules and regulations from time to time for the use, entry, operation and management of the Shopping Center, each of which rules and regulations and any amendments thereto shall be deemed a part of this Lease. Tenant shall comply with all such rules and regulations provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

19. DEFAULT; LANDLORD'S REMEDIES.

19.01. Default. Any one or more of the following shall be deemed to be an "Event of Default" hereunder: (a) if default shall be made in the timely payment of Rent, or any installment thereof; or (b) if default shall be made in the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for five (5) days after written notice to Tenant; or (c) if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform, and such default shall continue for ten (10) days after written notice to Tenant; or (d) if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant; or (e) if the interest of Tenant in this Lease shall be levied on under execution or other legal process; or (f) if any voluntary petition in Bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant; or (g) if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency laws and shall not have been dismissed within sixty (60) days from the filing thereof; or (h) if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of appointment; or (i) if Tenant shall make an assignment for the benefit of creditors; or (j) if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature; or (k) if Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default (for the purposes of this subsection, the occurrence of similar defaults three times during any twelve month period shall constitute a repeated default). The occurrence of any one or more of the foregoing Events of Default shall be a breach of this Lease.

19.02. Remedies. Upon the occurrence of an Event of Default hereunder, at Landlord's sole option, it may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages a sum of money equal to the excess of the value of the Rent provided to be paid by Tenant for the balance of the Term over the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for said period. Should the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term,

exceed the value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession, or other appropriate legal proceedings, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, equip, remodel or alter the Premises to the current market standard. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

20. **EXPENSES OF ENFORCEMENT.** In the event of litigation of any dispute or controversy arising from, in, under or concerning this Lease and any amendment hereof, including without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action shall be entitled to recover from the other party in such action, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party. In addition, Tenant agrees to reimburse Landlord for all reasonable attorney fees incurred by Landlord in connection with any assignment or sublease transaction.

21. **SECURITY DEPOSIT.** Tenant hereby deposits with Landlord the sum set forth in the Introductory Article (the "Deposit") as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder.

21.01. If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain the whole or any part of the Deposit as damages for Tenants' default under Article 19, or for the payment of: (i) any Rent or other sums of money which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises. The use, application or retention of the Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Deposit) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand therefor is made by Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Deposit to its original amount.

21.02. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Deposit, or any balance thereof, shall be returned to Tenant, without interest, after the last to occur of the expiration of the Term or upon any later date after which Tenant has vacated the Premises.

21.03. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Building (and in the Shopping Center) and in this Lease and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the Deposit to the transferee or mortgagee. Upon written acknowledgment of transferee's or mortgagee's receipt of such Deposit, Landlord shall thereby

be released by Tenant from all liability or obligation for the return of such Deposit and Tenant shall look solely to such transferee or mortgagee for the return of the Deposit.

21.04. The Deposit shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant without the prior written consent of Landlord.

22. **REAL ESTATE BROKER.** Tenant represents that the Tenant has dealt with the commercial real estate broker identified in the Introductory Article as its broker in connection with this Lease, and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith unless one is identified in the Introductory Article hereof. Tenant agrees to indemnify, defend and hold Landlord and its beneficiaries, employees, mortgagees, agents, their officers and partners, harmless from and against any claims made by any broker or finder other than the broker named in the Introductory Article hereof for a commission or fee in connection with this Lease, who claim to have represented Tenant, introduced Tenant to Landlord or the property, or whose claim otherwise derives by through or under Tenant.

23. MORTGAGEE CLAUSE.

23.01. Tenant agrees to give any mortgagees, trust deed holders and lessors of ground or underlying leases, by registered mail, a copy of any notice of default served upon the Landlord by Tenant, provided that, prior to such notice, Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases or otherwise) of the address of such mortgagees, trust deed holders and/or lessors. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees, trust deed holders and/or lessors shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, if, within such thirty (30) days, any mortgagee, trust deed holder and/or lessor has commenced and is diligently pursuing the remedies necessary to cure such default. Such period of time shall be extended by any period within which such mortgagee, trust deed holder and/or lessor is prevented from commencing or pursuing foreclosure or termination proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for the mortgagee, trust deed holder and/or lessor to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default.

23.02. No mortgagee, trust deed holder and/or lessor and no person acquiring title to the Building or Shopping Center by reason of foreclosure or termination proceedings or by conveyance in lieu of foreclosure or termination proceedings shall have any obligation or liability to Tenant on account of the Deposit unless such mortgagee, trust deed holder, lessor or title holder shall have actually received such Deposit.

24. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, and each of such remaining terms and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. **NOTICES.** All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given: (i) when personally delivered, (ii) when sent by electronic mail (with hard copy to follow by regular mail, unless waived by the recipient) during a business day (or on the next business day if sent after the close of normal business hours, or on any non-business day), (iii) one (1) business day after being sent by reputable overnight express courier (charges prepaid), or (iv) three (3) business days following mailing by certified or registered mail, postage prepaid and return receipt requested. Notices shall be provided to the parties and addresses, and email addresses as applicable, specified in the Introductory Article. Either party may by notice to the other specify a different address for notice purposes except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes.

26. **SIGNAGE.** Tenant shall not place any signage upon the Premises, the Building or the Shopping Center without Landlord's prior written consent which will not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right to affix a single sign to the Building, subject to the approval of Landlord, which shall not be unreasonably withheld. All signage shall comply with applicable zoning, building codes, and ordinances. All costs associated with the fabrication and installation of said signage shall be paid solely by Tenant. Under no circumstances shall Tenant place a sign on any roof of the Building. If Landlord maintains a "monument" form of signage for the Shopping Center, Tenant shall be entitled to install its own identity placard or insert onto same.

27. **MISCELLANEOUS.**

27.01. **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

27.02. **Overdue Amounts -- Rent Independent.** Any installment of Rent, or other charges to be paid by Tenant accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate equal to the prime rate as established from time to time by American Chartered Bank, plus 4%, from the date when the same is due until the same shall be paid; but if such interest rate should exceed the maximum interest rate permitted by law, then such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant covenants and acknowledges that the obligation to pay the Rent, or any other charges hereunder are independent of any other covenant, condition, provision or agreement herein contained.

27.03. **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and subsections thereof are for convenience of reference only and shall not be deemed to limit, construe, affect or alter the meaning of such sections, subsections or Articles.

27.04. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of the Landlord and of Tenant, but also of their respective successors or assigns, provided, however, that this clause shall not be construed as to permit any assignment or sublease by Tenant contrary to the provisions hereof.

27.05. **Lease Contains All Terms.** All of the representations and obligations of Landlord and Tenant are contained herein and in any exhibits that might be attached hereto, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding unless in writing signed by Landlord and Tenant with such modification, waiver or amendment containing an express reference to this paragraph.

27.06. **Modification of Lease.** If any lender requires, as a condition to its lending funds or the subsistence of a loan of already disbursed funds (the repayment of which is to be secured by a mortgage or trust deed on the Building or the Shopping Center), that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

27.07. **Tenant's Claims.** Any claim which Tenant may have against Landlord for default in performance of any of the obligations herein contained to be kept and performed by Landlord shall be deemed waived unless: (i) such claim is asserted by written notice thereof to Landlord within ten days of commencement of the alleged default or of accrual of the cause of action and (ii) unless suit is brought thereon within six months subsequent to the accrual of such cause of action.

27.08. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the Building (and/or the Shopping Center) and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgagee(s), trust deed holder(s) or lessor(s) of ground or underlying lease(s) as additional security, and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

27.09. Compliance with Law. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Tenant to comply with this section, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

27.10. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, in its sole discretion, may elect.

27.11. Force Majeure. Landlord shall not be chargeable with, liable for, or responsible to Tenant for anything or in any amount for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the control of Landlord ("Force Majeure"), and any such failure or delay due to said causes, or any of them, shall not be deemed a breach of or default in the performance of this Lease. Notwithstanding, no act or event of Force Majeure shall apply to Tenant's obligation to pay Rent hereunder.

27.12. Hazardous Materials.

(a) As used herein, the term "Hazardous Substances" shall mean any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects. "Hazardous Substances" shall include, without limitation, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," "toxic substances," "infectious wastes," "biohazardous wastes," "medical wastes," "radioactive wastes" or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws. As used herein, "Environmental Laws" means all present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, licenses, approvals and other entitlements, and rules of common law, pertaining to Hazardous Substances, the protection of the environment or human or animal health or safety.

(b) Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the Premises, the Building, the Shopping Center or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all

Environmental Laws. If the presence of Hazardous Substances on the Premises or elsewhere in the Shopping Center caused or permitted by Tenant results in contamination of the Premises or any other portion of the Shopping Center, or any soil or groundwater in, under or about the Shopping Center, Tenant, at its expense, shall promptly take all actions necessary to return the Premises or the Shopping Center or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 27.12, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

(c) Tenant shall indemnify, protect, defend and hold harmless Landlord, the Property Manager, and their respective officers, directors, trustees, agents and employees from and against all losses, costs, claims, damages, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) arising out of or in connection with any Hazardous Substances on, in, under or affecting the Premises, Building, Shopping Center, or any part thereof that are or were attributable to Tenant or any employee, invitee, licensee, agent, contractor, or permitted subtenant or anyone claiming under Tenant or other person or entity acting at the direction, knowledge or implied consent of Tenant, including, without limitation, any cost of monitoring or removal, any reduction in the fair market value or fair rental value of the Premises, the Building or the Shopping Center, and any loss, claim or demand by any third person or entity relating to bodily injury or damage to real or personal property and reasonable attorneys' fees and costs.

(d) Tenant shall surrender the Premises to Landlord, upon the expiration or earlier termination of the Lease, free of Hazardous Substances which are or were attributable to Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant. If Tenant fails to so surrender the Premises, Tenant shall indemnify and hold Landlord harmless from all losses, costs, claims, damages and liabilities resulting from Tenant's failure to surrender the Premises as required by this Section, including, without limitation, any claims or damages in connection with the condition of the Premises including, without limitation, damages occasioned by the inability to relet the Premises or a reduction in the fair market and/or rental value of the Premises, the Building or the Shopping Center or any portion thereof, by reason of the existence of any Hazardous Substances, which are or were attributable to the activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

(e) Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage and removal of potentially infectious medical waste generated in the Premises or the Shopping Center, and Tenant shall provide incineration or other proper disposal of same. This includes, but is not limited to:

(i) **Cultures and Stocks** - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

(ii) **Pathological Wastes** - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.

(iii) **Blood and Body Products** - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

(iv) **Sharps** - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

(v) Unused sharps and discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades are considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

27.14 Guaranty. As additional security for the prompt, full and faithful performance of each and every obligation of Tenant hereunder, said obligations have been guaranteed by the "Guarantor" described in Article 1 above, pursuant to the Guaranty of Lease attached hereto as Exhibit D.

27.14. WAIVER OF JURY TRIAL. LANDLORD AND TENANT WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT, AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT HE HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF HIS OWN FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

27.15. No Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of money by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

27.16. Accord and Satisfaction. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

27.17. Time of the Essence. Time is of the essence for each and every provision contained in the Lease. Whenever a period of time is provided in this Lease for Landlord or Tenant to do or perform any act or thing, neither Landlord nor Tenant shall be liable or responsible for any delays due to any Force Majeure event (except for Tenant's obligation to pay Rent hereunder) and in any such event said time period shall be extended for the amount of time Landlord or Tenant is so delayed.

27.18 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to

electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

27.19 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or after the execution and delivery of this Lease, and shall not disclose the same to others; provided, however, that it is understood and agreed that the Parties may disclose such data and information to their employees, consultants, lenders, accountants as necessary to perform their respective obligations hereunder. In the event this Lease is terminated by either Party, all statements, documents, schedules, exhibits or other written information obtained in connection with this Lease shall be returned to the respective Party. The terms of this paragraph shall not apply to information that is otherwise available to the public.

27.20. Landlord/Tenant Undertakings.

(a) Landlord shall not rent, lease, or otherwise allow a third-party tenant to occupy any space owned or controlled by Landlord within a five (5) miles radius of the Shopping Center for providing hemodialysis services without first obtaining the written consent of Tenant.

(b) To the best of Landlord's knowledge, the Shopping Center is not in a flood plain or special flood hazard area.

(b) Tenant shall not: (i) use a representation (photographic or otherwise) of the Building or the Shopping Center or their name(s) in connection with Tenant's business; or (ii) suffer or permit anyone, except in emergency, to go on the roof of the Building.

27.21 Attachments. Attached are the following documents which constitute a part of this Lease:

* Exhibit A	Description of the Premises (Floor Plan)
Exhibit B	Work Letter
Exhibit C	Confirmation of Commencement Date & Acceptance of Possession of Premises
Exhibit D	Guaranty

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first set forth above.

LANDLORD: 87TH PLAZA, LLC, an Illinois limited liability company,

By: _____

Its: _____

TENANT: _____

By: _____

Its: _____

[Faint, illegible text, possibly a signature or stamp]

LEASE AGREEMENT
EXHIBIT B

WORK LETTER

This Work Letter ("Work Letter") shall set forth the terms and conditions relating to the construction of the Premises. All references in this Work Letter to the "Lease" shall mean the relevant portions of the Lease to which this Work Letter is attached as Exhibit B.

Section 1. Scope of Landlord's Work. Landlord agrees to perform, at its cost, the following work for the benefit of the Premises: (i) construct the demising wall for the Premises; (ii) install a new HVAC unit to service the Premises, (iii) install a rear exit service door (the location of which will be determined in consultation with the Tenant); (iv) renovate the façade of the Building in which the Premises are located; and (v) patch and repair potholes in the Shopping Center parking lot, sealcoat same, and re-stripe same (collectively, "Landlord's Work"). Landlord shall commence Landlord's Work immediately after the Possession Date, and shall complete same no later than the Commencement Date. All other work to be performed to construct the improvements necessary for the conduct of Tenant's business in the Premises (the "Tenant's Work") shall be performed by Tenant at its cost (except as set forth below).

Section 2. Plans and Specifications. Immediately upon the execution of the Lease, Tenant shall engage its architect (the "Architect") to prepare architectural and engineering construction drawings, including mechanical, electrical and plumbing plans, all sufficient to submit to the governmental authorities for permit to proceed with Tenant's Work (the "Plans and Specifications").

Section 3. Plan Approval. Upon receipt of the Plans and Specifications, Tenant shall forward same to Landlord for review and approval. Within ten (10) business days after the delivery of the Plans and Specifications from Tenant, Landlord shall approve or disapprove same. If the Plans and Specifications are disapproved, Landlord shall notify Tenant in writing, detailing with appropriate specificity, that portion or element of the item disapproved and the reasons for such disapproval. Upon Landlord's disapproval, Tenant shall have such disapproved element or component modified and shall promptly resubmit same to Landlord. Thereafter, in each instance (if more than one) of further resubmission of a disapproved component, Landlord shall have two (2) business days within which to approve or disapprove each such re-submittal. Said sequence of resubmission and approval or disapproval as aforesaid, shall continue until such time as all of the components comprising the Plans and Specifications have been approved by Tenant and Landlord.

Section 4. Construction. In performing Tenant's Work, Tenant shall adhere to the provisions of Section 8 of the Lease.

Section 5. Cost of the Work. Landlord shall be solely responsible for the cost of Landlord's Work. Tenant shall be solely responsible for the cost of Tenant's Work, provided however that Landlord agrees to reimburse Tenant for the cost of the Tenant's Work in an amount not to exceed Forty Dollars (\$40.00) per square foot, or \$179,400.00 ("Landlord's Allowance"). Landlord's obligation to pay the Landlord's Allowance to Tenant is predicated on Tenant's satisfaction of all of (a) and (b) below:

- (a) Tenant shall have delivered to Landlord:
 - (i) final, unconditional lien waivers from Tenant's general contractor and all sub-contractors covering all of Tenant's Work;
 - (ii) a statement from Tenant's Architect certifying that Tenant's Work has been completed in accordance with Tenant's Plans and Specifications;

- (iii) a Certificate of Occupancy from the Village of Hickory Hills for the Premises;
and
- (iv) a set of "as built" Plans and Specifications.

(b) Tenant has performed the following Lease obligations:

- (i) Tenant has paid the first monthly installment of Rent due on the Commencement Date;
- (ii) Tenant has opened for business and is operating its business within the Premises;
and
- (iii) Tenant is not in default of any term of this Lease.

DRAFT

**LEASE AGREEMENT
EXHIBIT C**

**CONFIRMATION OF COMMENCEMENT DATE
AND ACCEPTANCE OF POSSESSION OF PREMISES**

**DECLARATION BY LANDLORD AND TENANT AS TO DATE OF DELIVERY AND ACCEPTANCE
OF POSSESSIONS OF PREMISES**

Attached to and made a part of the Lease Agreement dated the ____ day of _____ 2018 (the "Lease Agreement") entered into and by 87th PLAZA, LLC, as Landlord, and DIALYSIS CARE CENTER HICKORY HILLS, INC., as Tenant.

Landlord and Tenant affirm that possession of the Premises was accepted by Tenant on the ____ day of _____, 2018. All Landlord's Work has been completed, and the Premises have been constructed and finished by Tenant to its satisfaction, and the Lease Agreement is in full force and effect, and as of the date hereof. The Commencement Date of the Lease Agreement is established as the ____ day of _____, 2018. The Termination Date of the Lease Agreement is established as the ____ day of _____, 2018.

TENANT:

DIALYSIS CARE CENTER HICKORY
HILLS, INC., an Illinois corporation

By: _____

Print Name: _____

Title: _____

LANDLORD:

87th PLAZA, LLC,
an Illinois limited liability company

By: _____

Print Name: _____

Title: _____

EXHIBIT D

GUARANTY OF LEASE

WHEREAS, DIALYSIS CARE CENTER HICKORY HILLS, LLC, an Illinois limited liability company ("Lessee") is party to a Lease Agreement dated _____, 2018, in which 87th PLAZA, LLC, an Illinois limited liability company is the ("Lessor"); and

WHEREAS, the undersigned DIALYSIS CARE CENTER HOLDINGS, LLC, an Illinois limited liability company (the "Guarantor") is affiliated with the Lessee, and desires that Lessor enter into the Lease described below, which lease transaction will benefit Guarantor;

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned hereby unconditionally guaranties the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Lease Agreement dated _____, 2018 related to the premises at 8851 West 87th Street, Hickory Hills, IL 60457 (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. The undersigned further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantor).

This Guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until all rent, taxes, assessments and utilities under the Lease shall be fully paid and satisfied. In case of any Event of Default (as defined in the Lease), death, incompetency, dissolution, liquidation or insolvency (however evidenced) of, or the institution of any receivership proceeding or proceeding under the bankruptcy laws by either the Lessee or the undersigned, or the institution of any involuntary bankruptcy petition against Lessee or the Guarantor which shall not have been dismissed or withdrawn within 60 days after filing, any or all of the indebtedness hereby guaranteed then existing shall, at the option of Lessor, immediately become due and payable from the undersigned. Notwithstanding the occurrence of any such event, this Guaranty shall continue and remain in full force and effect.

The rent, taxes assessments and utilities guaranteed hereunder shall in no event be affected or impaired by any of the following (any of which may be done or omitted by Lessor from time to time, without notice to the undersigned): (a) any sale, pledge, surrender, compromise, settlement, release extension, indulgence, alteration, substitution, change in, modification or other disposition of any of said rent, taxes, assessments and utilities, or other liabilities, whether express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor; (b) any acceptance by Lessor of any security for, or other guarantors upon any of said rent, taxes, assessments and utilities or other liabilities; (c) any failure, neglect or omission on the part of Lessor to realize upon or protect any of said rent, taxes, assessments and utilities or other liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Lessee possessed by Lessor, toward the liquidation of said indebtedness, obligations or liabilities; (d) any application of payments or credits by Lessor; (e) any release or discharge in whole or in part of any other guarantor of said rent, taxes, assessments and utilities or other liabilities; or (f) any act of commission or omission of any kind or at any time upon the part of Lessor with respect to any matter whatsoever. Lessor shall have the sole and exclusive right to determine how, when and to what extent application of payments and credits, if any, shall be made on said

rent, taxes, assessments and utilities or other liabilities, or any part of them. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of Lessor at any time to resort for payment to Lessee or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

The undersigned acknowledges and agrees that Guarantor's liability pursuant to this Guaranty shall be and is joint and several with respect to each Guarantor, and with any other guaranty of said rent, taxes, assessments and utilities or other liabilities by any other person or entity, whether any such other guaranty now exists or hereinafter arises. Guarantor expressly waives presentment, protest, demand, notice of dishonor or default, and notice of acceptance of this Guaranty. Guarantor waives any claim which the undersigned may have to indemnification, reimbursement, contribution or subrogation from Lessee of any of said rent, taxes, assessments and utilities or other liabilities for any amount paid by the undersigned pursuant to this or any other guaranty.

Lessor may without notice to the undersigned, sell, assign or transfer all of its rights in and to the payments set forth therein for rent, taxes, assessments and utilities and other liabilities, or any part thereof, and in that event, each and every immediate and successive assignee, transferee or holder of all or any part of said right to rent, taxes, assessments and utilities or other liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits.

No delay on the part of Lessor in the exercise of any right or remedy under any agreement (including but not limited to the Lease or this Guaranty) shall operate as a waiver thereof, including, but not limited to, any delay in the enforcement of any security interest, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Guaranty shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts wholly executed and performed within the boundaries of that state. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. The recitals set out above are incorporated herein as an integral part of this Guaranty. This Guaranty shall be binding upon the undersigned and the undersigned's representatives, successors, executors, heirs and assigns.

The undersigned represents and warrants to Lessor that: (a) the execution and delivery of this Guaranty, does not and will not contravene or conflict with any provisions of (i) law, rule, regulation or ordinance or (ii) any agreement binding upon the undersigned or the undersigned's properties, as the case may be; and (b) this Guaranty is the legal, valid and binding obligations of the undersigned, enforceable against the undersigned in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights and remedies of creditors and except as the availability of equitable remedies is subject to judicial discretion; and (c) the financial statements and other information submitted by the undersigned to the Lessor accurately present the financial condition of such person as of the date stated therein and there have been no material adverse changes in such financial conditions since those dates.

All notices and other communications required or permitted to be given to the undersigned or to Lessor shall be done in accordance with the procedure set forth in the Lease to the addresses set forth below the signature lines of this Guaranty. The undersigned acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by the undersigned. The undersigned acknowledge that the undersigned have reviewed the Lease, and that Lessor has recommended to the

undersigned that the undersigned be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

[SIGNATURE PAGE FOLLOWS]

DRAFT

THIS GUARANTY OF LEASE SIGNED AND DELIVERED BY THE UNDERSIGNED AT THIS ____ DAY OF OCTOBER, 2017.

Illinois limited liability company

DIALYSIS CARE CENTER HOLDINGS, LLC, an

By: _____

Name: _____

Its: _____

Address For Notice Purposes:

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, being a Notary Public in and for said State and County, hereby certify that _____ did appear before me this day in person and subscribed his/her name to this **GUARANTY OF LEASE** as the **Manager/Member** of **DIALYSIS CARE CENTER HOLDINGS, LLC**, as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes herein set forth. Subscribed and sworn to before me this ____ day of October, 2017.

[SEAL]

[Notary Public]

Operating Entity/Licensee

Operating Identity/Licensee

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

Exact Legal Name: Dialysis Care Center Hickory Hills, 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

- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

Dialysis Care Center Hickory Hills, 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 0673677-7



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 HICKORY HILLS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 05, 2018, 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.

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 FEBRUARY A.D. 2018 .

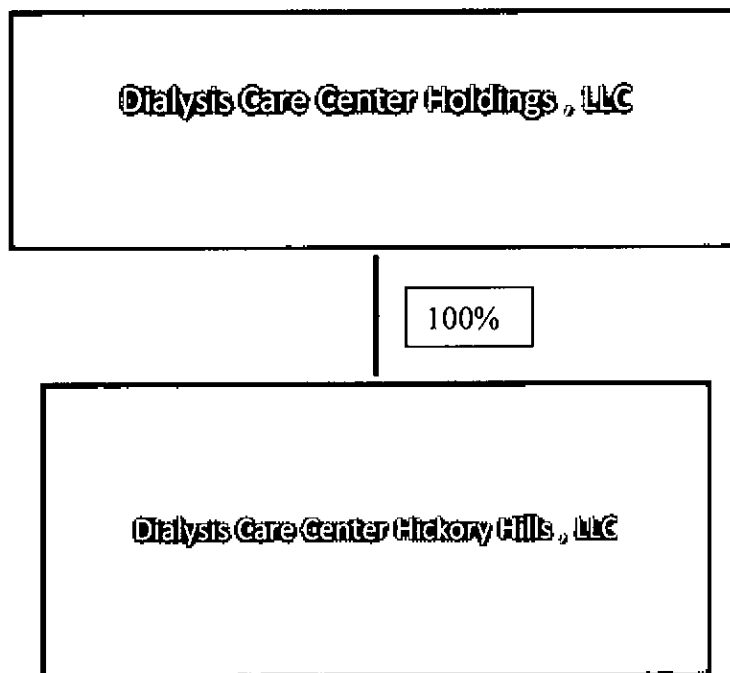


Authentication #: 1503701594 verifiable until 02/08/2019
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White
SECRETARY OF STATE

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 Hickory Hills complies with the requirements of the Illinois Executive Order #2005-5. The site, 8851 W 87TH St, Hickory Hills, IL, 60457, is not located in a flood plain, as can be seen on the FEMA flood plain map on the following page.

Attestation

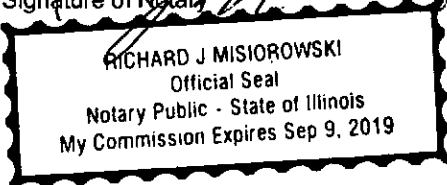
To the best of my knowledge, I attest that the proposed project is not in a flood plain area.



Asim M. Shazzad, Administrator

Notarization:

Subscribed and sworn to before me
this 7 day of FEBRUARY


Signature of Notary

Home » FEMA's National Flood Hazard Layer (Official)

Details Basemap

Share Print Measure

About Content Legend

Legend

NFHL (click to expand)

LOMRs

Effective

LOMAs

FIRM Panels

PLSS

River Mile Markers

Cross-Sections

Coastal Transects

Base Flood Elevations

Profile Baselines

Transect Baselines

Limit of Moderate Wave Action

Coastal Barrier Resources System Area

Political Jurisdictions

Levees

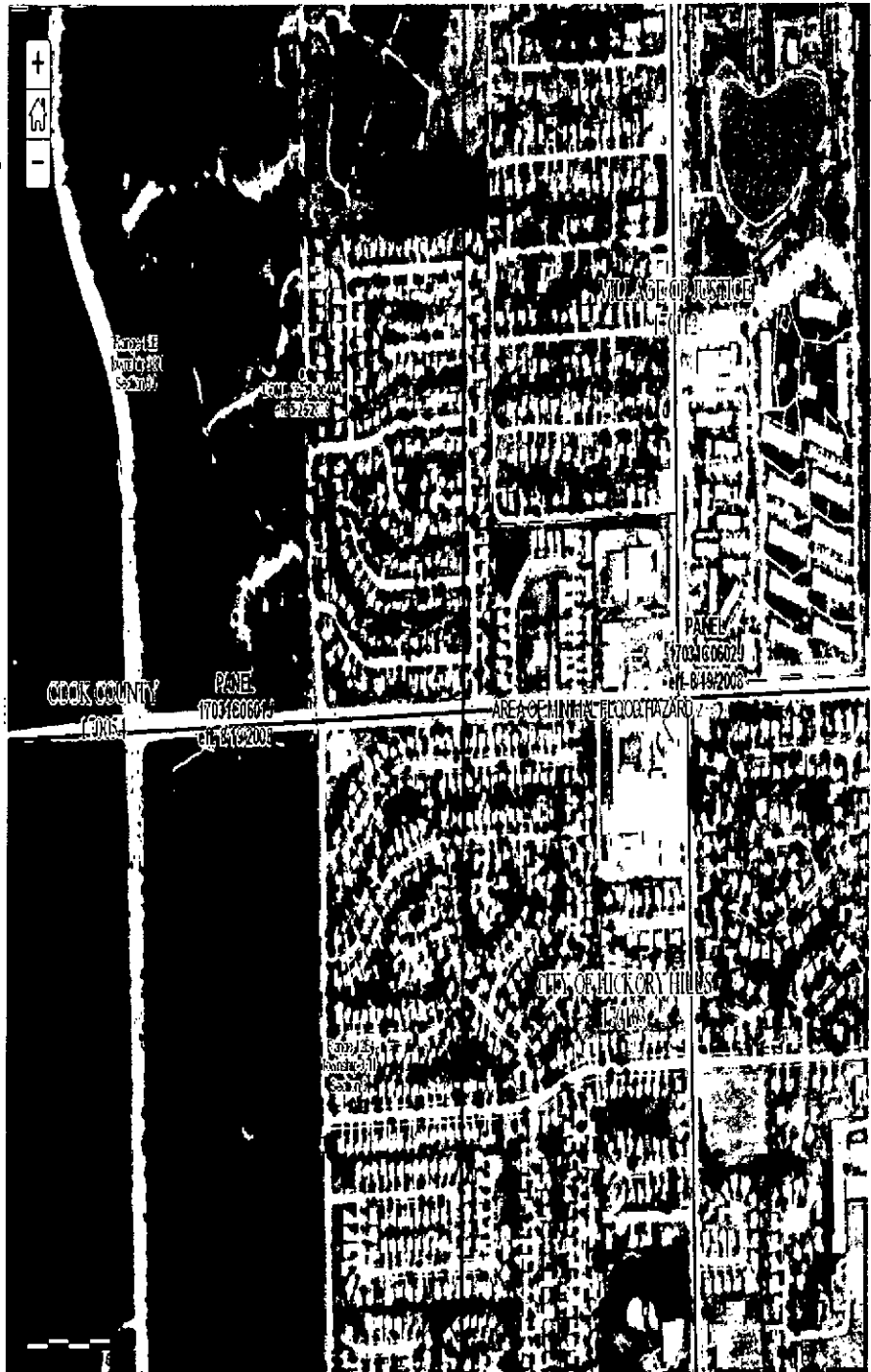
General Structures

Flood Structure

Bridge

Dam, Weir, Jetty

Full Screen Help Table of Contents Privacy Contact Print Report About Contact



Attachment 5

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

Dialysis Care Center Hickory Hills 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 February 1, 2018 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

February 1, 2018

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 Hickory Hills
8851 W 87TH St
Hickory Hills, IL 60457**

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 8851 W. 87th Street, Hickory Hills, IL 60457. This location is in a single-story, free-standing building consisting of 22,000 sq. ft. The space we will occupy approximately 4,485 sq. ft. This space will be under interior renovation. Dialysis Care Center Hickory Hills 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

S 88th Ave - Google Maps

Google Maps S 88th Ave
Dialysis Care Center - 8851 W. 87th Street, Hickory Hills, IL 60457

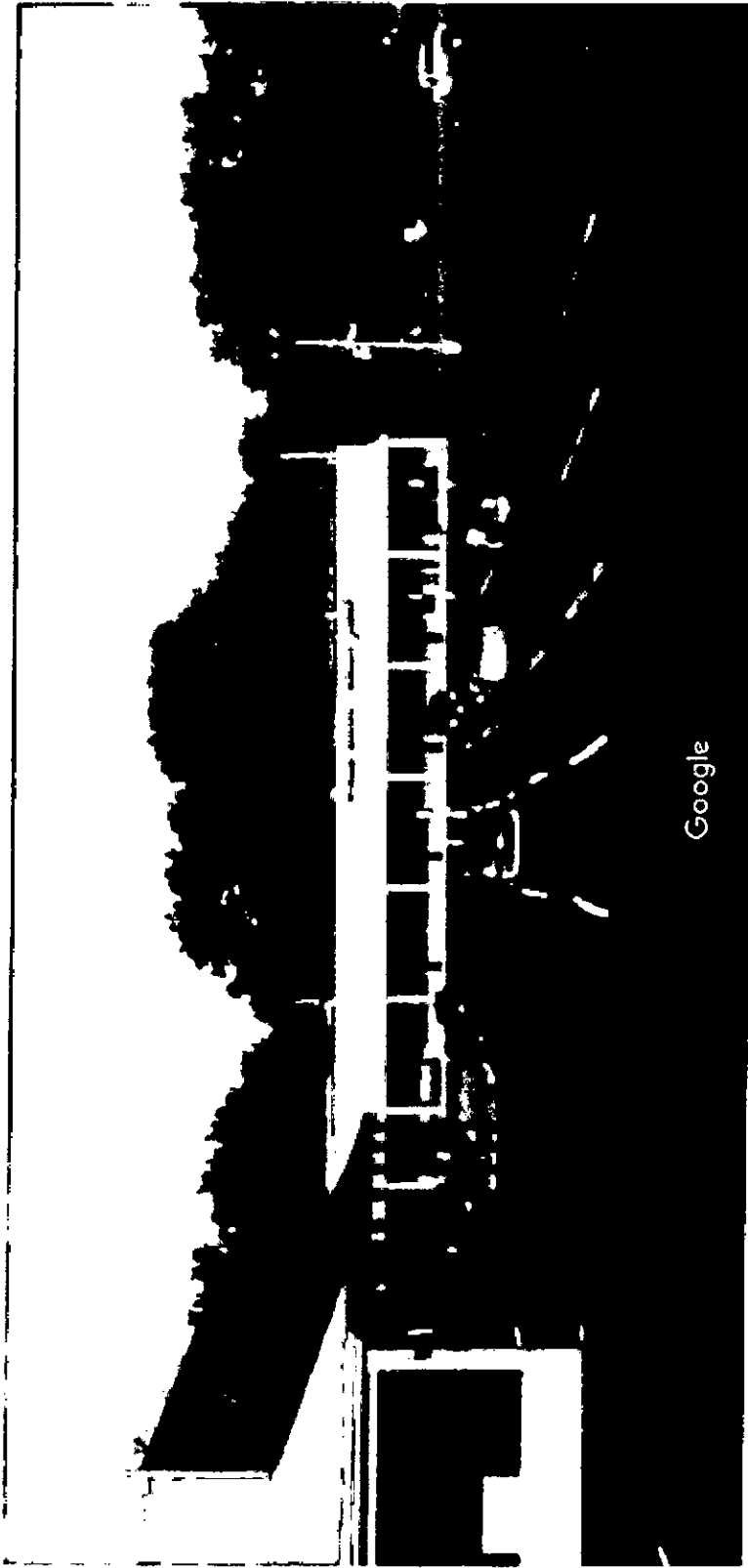


Image capture: Sep 2016 © 2018 Google

Hickory Hills, Illinois



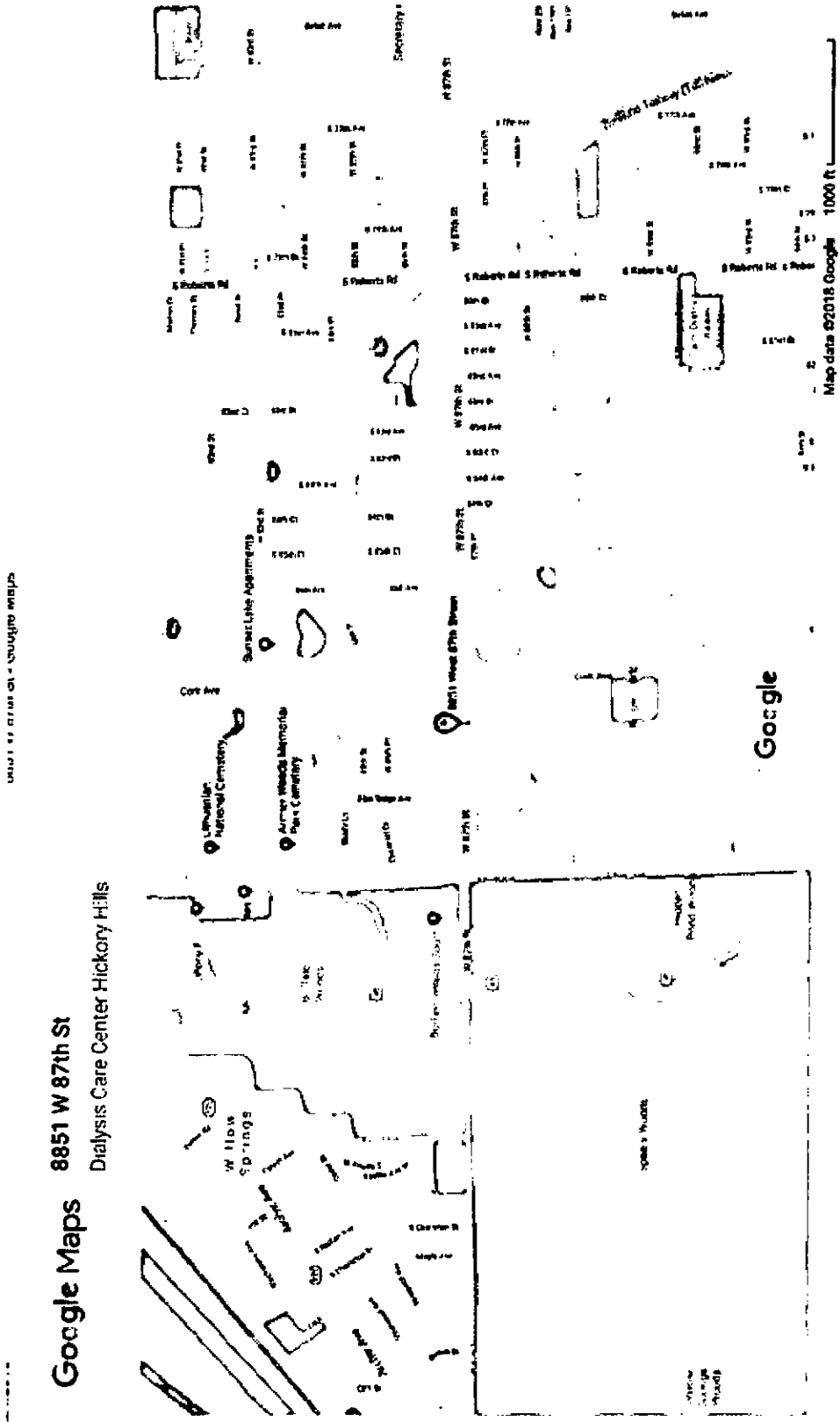
Street View - Sep 28 16

2/1/2018

84th Pl

Attachment 6

<https://www.google.com/maps/place/Dialysis+Care+Center,+S+88th+Ave,+Hickory+Hills,+IL+60457/@41.7315602,-87.6379035,3a,15y,289.13h,89.95t/data=!3m4!1e3!1m1!1sEChkU4rma3MfRb1oXTYwW12e07113312968> 1/2



Google Maps

8851 W 87th St
Dialysis Care Center Hickory Hills

©2018 Google

<https://www.google.com/maps/place/8851+W+87th+St,+Hickory+Hills,+IL,+60457/@41.7320674,-87.8396284,15z/data=!4m5!3m4!1s0x880e38198147d55110:2d63c6c9879b2b6658m23d41.732347614d...>

Attachment 6

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

Table 1120.110

DCC Hickory Hills

Project Costs	Clinical	Non-Clinical	Total
New Construction Contracts	560,625.00		560,625.00
Contingencies	60,000.00		60,000.00
Architectural/Engineering Fees	45,000.00		45,000.00
Moveable and Other Equipment			
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
Total Moveable and Other Equipment	<u>420,000.00</u>		<u>420,000.00</u>
Fair Market Value of Leased Space	386,426.37		386,426.37
Total Project Cost	<u>1,472,051.37</u>		<u>1,472,051.37</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

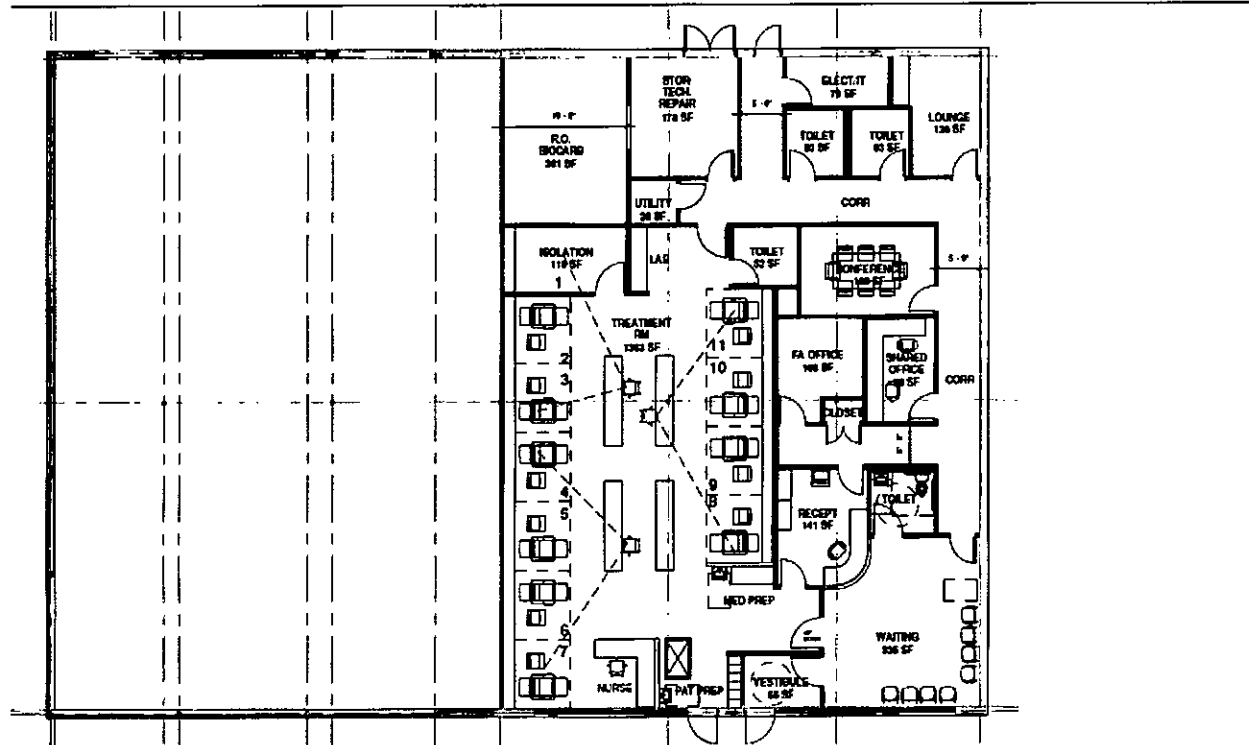
Cost Space Requirements

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
REVIEWABLE							
In-center Hemodialysis	\$1,472,051	4,485			4,485		
Total Clinical	\$1,472,051	4,485			4,485		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	\$1,472,051	4,485			4,485		

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



PRELIMINARY FLOOR PLAN
 3/32" = 1'-0"

TOTAL USF:	4,277 sf
TOTAL RSF:	4,482 sf

ITER

DIALYSIS CARE CENTER HICKORY HILLS
 Hickory Hills, IL

02/03/18 A-1

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 Hickory Hills, 12-station in-center hemodialysis facility to be located at 8851 W 87TH St, Hickory Hills, IL, 60457.

Dialysis Care Center Hickory Hills 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.

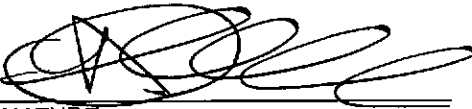
Consistency is also implemented internally at Dialysis Care Center, using Clarity, an electronic health record (EHR) created specifically for dialysis clinics. Clarity allows all our medical staff an open line of communication regarding real-time progress to efficiently address patient needs.

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

Dialysis Care Center Hickory Hills, 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 Hickory Hills, 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

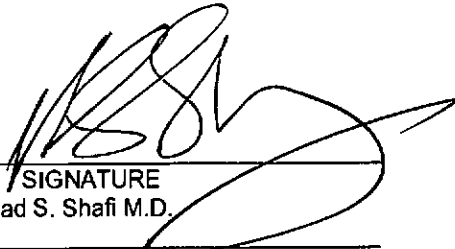
In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for certificate Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or 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 6 day of Feb, 2018


Notarization:
Subscribed and sworn to before me
this 6 day of Feb, 2018

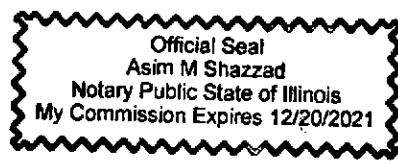


Signature of Notary



Signature of Notary

Seal



Seal


SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS
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Dialysis Care Center Holdings, LLC

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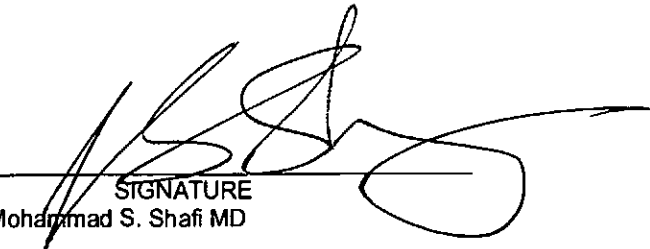
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SIGNATURE
Morufu Alausa M.D.

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 6 day of Feb, 2018

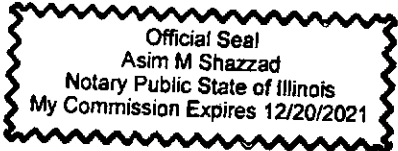
Notarization:
Subscribed and sworn to before me
this 6 day of Feb, 2018

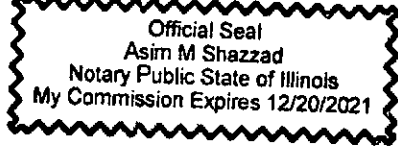


Signature of Notary



Signature of Notary

Seal


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 Hickory Hills and Cook County residents. This project will address the current State Board-determined need for 51 additional hemodialysis stations needed in planning area, HSA 7.

As of January,10 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 Hickory Hills 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 Hickory Hills 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 Hickory Hills 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 Hickory Hills was 14,049. 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 Hickory Hills, 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 Hickory Hills, 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>

ERSD QIP Payment Year 2018 Program Details. (2013, November 14). Retrieved December 06, 2017,

from [http://www.cms.gov/Medicare/End-Stage-Renal-](http://www.cms.gov/Medicare/End-Stage-Renal-Disease/ESRDQualityImprovement/index.html)

[Disease/ESRDQualityImprovement/index.html](http://www.cms.gov/Medicare/End-Stage-Renal-Disease/ESRDQualityImprovement/index.html)

Update to Inventory of Health Care Facilities. (2017, November 08). Retrieved December 05, 2017

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
1/10/2018
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	188	155	0	33
HSA 4	197	186	0	11
HSA 5	191	166	0	25
HSA 6	1,278	1,353	75	0
HSA 7	1,379	1,430	51	0
HSA 8	451	427	0	24
HSA 9	282	304	19	0
HSA 10	96	78	0	18
HSA 11	239	212	0	27
ILLINOIS TOTAL	4,672	4,659	145	158

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/dps1.pdf>

Geography: Cook County, Illinois

Subject	Number	Percent
SEX AND AGE		
Total population	5,194,075	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	350,190	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	347,390	6.7
45 to 49 years	357,550	6.9
50 to 54 years	359,507	6.9
55 to 59 years	312,306	6.0
60 to 64 years	256,960	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	4,108,036	79.1
18 years and over	3,982,395	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
Male population	2,514,314	48.4
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	184,841	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	145,009	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	28,136	0.5
Median age (years)	34.0	(X)
16 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	2,880,361	51.6
Under 5 years	165,940	3.2
5 to 9 years	163,237	3.1
10 to 14 years	166,728	3.2
15 to 19 years	176,759	3.4
20 to 24 years	187,662	3.6
25 to 29 years	221,128	4.3
30 to 34 years	195,691	3.6
35 to 39 years	182,762	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	101,209	1.9
70 to 74 years	80,394	1.5
75 to 79 years	66,170	1.3
80 to 84 years	47,050	1.1
85 years and over	63,241	1.2
Median age (years)	36.6	(X)
18 years and over	2,146,915	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
RACE		
Total population	5,184,675	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	21,559	0.4
Asian	322,672	6.2
Asian Indian	93,730	1.8
Chinese	62,392	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	542	0.0
Samoa	202	0.0

Subject	Number	Percent
Other Pacific Islander [2]	550	0.0
Some Other Race	551,071	10.6
Two or More Races	131,770	2.5
White; American Indian and Alaska Native [3]	9,552	0.2
White; Asian [3]	26,680	0.5
White; Black or African American [3]	21,706	0.4
White; Some Other Race [3]	35,219	0.7
Race alone or in combination with one or more other races [4]		
White	2,992,285	57.4
Black or African American	1,331,018	25.6
American Indian and Alaska Native	45,040	0.9
Asian	392,929	7.0
Native Hawaiian and Other Pacific Islander	6,393	0.1
Some Other Race	608,094	11.7
HISPANIC OR LATINO		
Total population	5,194,875	100.0
Hispanic or Latino (of any race)	1,244,782	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	5,194,875	100.0
Hispanic or Latino	1,244,782	24.0
White alone	595,854	11.5
Black or African American alone	21,999	0.4
American Indian and Alaska Native alone	14,877	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	60,336	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	315,889	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	5,194,875	100.0
In households	5,104,393	98.3
Householder	1,966,356	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	125,099	2.5
In group quarters	90,282	1.7

Subject	Number	Percent
Institutionalized population	45,740	0.9
Male	25,715	0.5
Female	20,034	0.4
Noninstitutionalized population	44,533	0.9
Male	22,621	0.4
Female	21,912	0.4
HOUSEHOLDS BY TYPE		
Total households	1,966,356	100.0
Family households (families) (7)	1,211,420	61.6
With own children under 18 years	549,892	28.0
Husband-wife family	803,042	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	149,162	7.6
Nonfamily households (7)	754,036	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	133,604	6.8
Households with individuals under 18 years	631,369	32.1
Households with individuals 65 years and over	467,627	23.8
Average household size	2.60	(X)
Average family size (7)	3.34	(X)
HOUSING OCCUPANCY		
Total housing units	2,180,359	100.0
Occupied housing units	1,866,356	85.6
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	6,135	0.3
For seasonal, recreational, or occasional use	14,226	0.7
All other vacants	65,740	3.0
Homeowner vacancy rate (percent) (8)	3.0	(X)
Rental vacancy rate (percent) (9)	9.6	(X)
HOUSING TENURE		
Occupied housing units	1,866,356	100.0
Owner-occupied housing units	1,143,857	61.6
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	44.1
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

U.S. Census Bureau

AMERICAN
FactFinder

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/dpsf.pdf>

Geography: Hickory Hills city, Illinois

Subject	Number	Percent
SEX AND AGE		
Total population	14,049	100.0
Under 5 years	832	5.9
5 to 9 years	825	5.9
10 to 14 years	877	6.2
15 to 19 years	1,003	7.1
20 to 24 years	968	6.9
25 to 29 years	1,008	7.2
30 to 34 years	887	6.2
35 to 39 years	850	6.1
40 to 44 years	946	6.7
45 to 49 years	1,024	7.3
50 to 54 years	1,113	7.9
55 to 59 years	980	7.0
60 to 64 years	833	5.9
65 to 69 years	613	4.4
70 to 74 years	505	3.6
75 to 79 years	337	2.4
80 to 84 years	270	1.9
85 years and over	198	1.4
Median age (years)	38.7	(X)
18 years and over	11,326	80.6
19 years and over	10,819	77.7
21 years and over	10,334	73.6
62 years and over	2,390	17.1
65 years and over	1,923	13.7
Male population		
Under 5 years	431	3.1
5 to 9 years	405	2.9
10 to 14 years	447	3.2
15 to 19 years	529	3.8
20 to 24 years	479	3.4
25 to 29 years	524	3.7
30 to 34 years	444	3.2
35 to 39 years	480	3.3
40 to 44 years	465	3.3
45 to 49 years	513	3.7
50 to 54 years	548	3.9
55 to 59 years	487	3.3
60 to 64 years	407	2.9

1 of 5

02/05/2018

Purpose
Attachment-12

Subject	Number	Percent
65 to 69 years	295	2.1
70 to 74 years	242	1.7
75 to 79 years	183	1.2
80 to 84 years	101	0.7
85 years and over	76	0.5
Median age (years)	37.5	(X)
16 years and over	5,613	40.0
18 years and over	5,396	38.4
21 years and over	5,083	36.2
62 years and over	1,095	7.8
65 years and over	877	6.2
Female population	7,055	50.2
Under 5 years	401	2.9
5 to 9 years	420	3.0
10 to 14 years	430	3.1
15 to 19 years	474	3.4
20 to 24 years	489	3.5
25 to 29 years	484	3.4
30 to 34 years	423	3.0
35 to 39 years	390	2.8
40 to 44 years	481	3.4
45 to 49 years	511	3.6
50 to 54 years	567	4.0
55 to 59 years	613	3.7
60 to 64 years	426	3.0
65 to 69 years	318	2.3
70 to 74 years	263	1.9
75 to 79 years	174	1.2
80 to 84 years	109	0.8
85 years and over	122	0.9
Median age (years)	40.2	(X)
16 years and over	5,713	40.7
18 years and over	5,523	39.3
21 years and over	5,251	37.4
62 years and over	1,301	9.3
65 years and over	1,046	7.4
RACE		
Total population	14,040	100.0
One Race	13,776	98.1
White	12,364	88.0
Black or African American	472	3.4
American Indian and Alaska Native	16	0.1
Asian	365	2.6
Asian Indian	126	0.9
Chinese	23	0.2
Filipino	101	0.7
Japanese	6	0.0
Korean	23	0.2
Vietnamese	17	0.1
Other Asian (1)	69	0.5
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	589	4.0
Two or More Races	273	1.9
White: American Indian and Alaska Native [3]	22	0.2
White: Asian [3]	96	0.7
White: Black or African American [3]	44	0.3
White: Some Other Race [3]	81	0.6
Race alone or in combination with one or more other races [4]		
White	12,625	89.9
Black or African American	527	3.8
American Indian and Alaska Native	53	0.4
Asian	476	3.4
Native Hawaiian and Other Pacific Islander	6	0.0
Some Other Race	650	4.6
HISPANIC OR LATINO		
Total population	14,049	100.0
Hispanic or Latino (of any race)	1,777	12.6
Mexican	1,516	10.8
Puerto Rican	109	0.8
Cuban	13	0.1
Other Hispanic or Latino [5]	138	1.0
Not Hispanic or Latino	12,272	87.4
HISPANIC OR LATINO AND RACE		
Total population	14,049	100.0
Hispanic or Latino	1,777	12.6
White alone	1,123	6.0
Black or African American alone	23	0.2
American Indian and Alaska Native alone	6	0.0
Asian alone	6	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	538	3.8
Two or More Races	81	0.6
Not Hispanic or Latino	12,272	87.4
White alone	11,241	80.0
Black or African American alone	449	3.2
American Indian and Alaska Native alone	10	0.1
Asian alone	359	2.6
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	21	0.1
Two or More Races	192	1.4
RELATIONSHIP		
Total population	14,049	100.0
In households	13,070	99.4
Householder	5,225	37.2
Spouse [6]	2,820	20.1
Child	4,529	32.2
Own child under 18 years	2,850	20.3
Other relatives	860	6.1
Under 18 years	245	1.7
65 years and over	192	1.4
Nonrelatives	536	3.8
Under 18 years	28	0.2
65 years and over	21	0.1
Unmarried partner	277	2.0
In group quarters	79	0.6

Subject	Number	Percent
Institutionalized population	64	0.5
Male	26	0.2
Female	38	0.3
Noninstitutionalized population	15	0.1
Male	6	0.0
Female	9	0.1
HOUSEHOLDS BY TYPE		
Total households	5,225	100.0
Family households (families) [7]	3,665	70.1
With own children under 18 years	1,538	29.4
Husband-wife family	2,820	54.0
With own children under 18 years	1,185	22.7
Male householder, no wife present	254	4.9
With own children under 18 years	95	1.8
Female householder, no husband present	591	11.3
With own children under 18 years	258	4.9
Nonfamily households [7]	1,500	29.0
Householder living alone	1,327	25.4
Male	640	12.2
65 years and over	165	3.2
Female	687	13.1
65 years and over	325	6.2
Households with individuals under 18 years	1,684	32.2
Households with individuals 65 years and over	1,409	27.0
Average household size	2.67	(X)
Average family size [7]	3.24	(X)
HOUSING OCCUPANCY		
Total housing units	5,487	100.0
Occupied housing units	5,225	95.2
Vacant housing units	262	4.8
For rent	115	2.1
Rented, not occupied	2	0.0
For sale only	78	1.4
Sold, not occupied	7	0.1
For seasonal, recreational, or occasional use	9	0.2
All other vacants	50	0.9
Homeowner vacancy rate (percent) [8]	2.1	(X)
Rental vacancy rate (percent) [9]	7.3	(X)
HOUSING TENURE		
Occupied housing units	5,225	100.0
Owner-occupied housing units	3,766	72.1
Population in owner-occupied housing units	10,482	(X)
Average household size of owner-occupied units	2.78	(X)
Renter-occupied housing units	1,459	27.9
Population in renter-occupied housing units	3,488	(X)
Average household size of renter-occupied units	2.39	(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 need of current stations in Hickory Hills, IL/ HSA 7.** 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 Hickory Hills 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 Hickory Hills 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 4,485 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 Hickory Hills 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 374 DGSF per station. The total proposed gross square footage of the clinical space of the proposed Dialysis Care Center Hickory Hills is 4,485 of contiguous rentable square feet or 374GSF per station. Accordingly, the proposed facility meets the State standard per station.

Dept. / Service	Proposed BGSF/DGSF	State Standard	Difference	Met Standard?
ESRD In-center Hemodialysis	4,485 (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 Hickory Hills, and in surrounding areas. These individuals are expected to require dialysis services in the first two years after the Dialysis Care Center Hickory Hills facility begins operations.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	N/A PROPOSED FACILITY		80%	
YEAR 1	IN-CENTER HEMODIALYSIS		63%	80%	NO
YEAR 2	IN-CENTER HEMODIALYSIS		81%	80%	YES

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 Hickory Hills will be located in HSA 7,

As of January 10 , 2018, 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 Hickory Hills 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 Hickory Hills 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

1/10/2018

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	188	155	0	33
HSA 4	197	186	0	11
HSA 5	191	166	0	25
HSA 6	1,278	1,353	75	0
HSA 7	1,379	1,430	51	0
HSA 8	451	427	0	24
HSA 9	282	301	19	0
HSA 10	96	78	0	18
HSA 11	239	212	0	27
ILLINOIS TOTAL	4,672	4,659	145	158

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 Hickory Hills area, market area, and planning area of HSA 7 has access to life sustaining dialysis.

We anticipate that well over 80% of Dialysis Care Center Hickory Hills will be residents of the planning area HSA 7.

Planning Area Need
Attachment-24

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 January 10, 2018, shows that HSA 7 has a determined need of 51 additional stations.

As shown in our Medical Director's referral letter and other estimates made by Nephrologists practicing in the Hickory Hills 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 Hickory Hills area. Dialysis Care Center Hickory Hills 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 Hickory Hills Community and HSA 7 area.

Attachment-24

Section VII. Service Specific Review Criteria

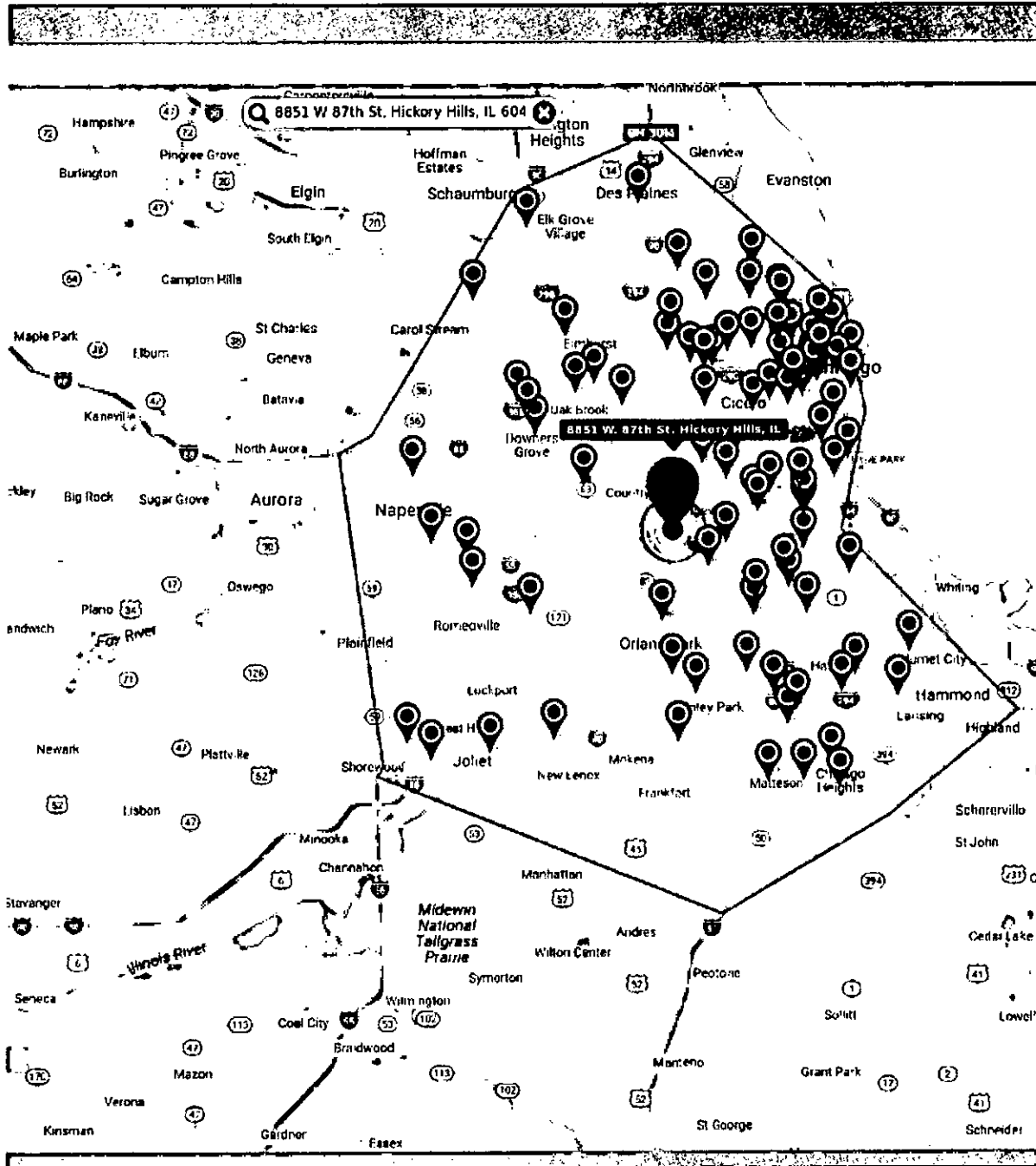
In-Center Hemodialysis

Criterion 1110.1430(C) (1), Unnecessary Duplication

1. The proposed dialysis facility will be located at 8851 W 87TH St, Hickory Hills, IL,.
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
60007	33820
60018	30099
60126	46371
60139	34381
60148	51468
60154	16773
60160	25432
60181	28836
60302	32108
60304	17231
60305	11172
60402	63448
60406	25460
60409	37186
60411	58136
60415	14139
60426	29594
60429	15630
60432	21403
60435	48899
60439	22919
60440	52911
60443	21145
60445	26057
60446	39807
60448	24423
60451	34063
60452	27969
60453	56855
60459	28929
60461	4836
60462	38723
60464	9620
60473	22439
60477	38161

Zip Code	Population
60478	16833
60501	11626
60515	27503
60523	9890
60527	27486
60563	35922
60565	40524
60602	1204
60607	23897
60608	82739
60609	62906
60612	33472
60616	48433
60618	92084
60620	72216
60621	35912
60622	52548
60623	92108
60624	38103
60628	72202
60629	113916
60630	54093
60634	74298
60638	55026
60641	71663
60642	18480R
60647	87291
60651	64267
60652	40959
60655	28550
60706	23134
60803	22285
60804	84573
60805	19852

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

DCC Hickory Hills
Utilization of facilities within 30 Minutes Drive Time

Facility		Address	City	Postal code	Miles	Time (Mins)	Adjusted Time (Mins)	HAS	Number of Stations 12/31/2017	Number of Patients 12/31/2017	Utilization (%) 11/31/2017
Del'Via Chicago Ridge Dialysis	Darica	16511 South Harlem Avenue	Worth	60415	4.7	10	11.50	7	16	53	81.46
Presbyterian Medical Care - Fremont	Fremont	7319 Archer Avenue	Summit	60503	4.9	16	11.50	7	12	30	21.67
Smey Creek Dialysis	Darica	6236 West 65th Street	Oak Lawn	60453	4.4	11	13.00	7	14	43	96.61
Presbyterian Medical Care - Midway	Fremont	6261 W. 45th Street	Chicago	60638	5.4	13	14.95	6	12	60	83.33
Palis Park Dialysis	Darica	13355 S LaGrange Road	Oak Park	60464	6.7	13	14.85	7	12	48	86.04
Dialysis Center of America - Crestwood	Fremont	4541 Cal Sag Road	Crestwood	60445	8.4	14	16.10	7	24	68	61.11
EMC Dialysis Services of Waukegan	Fremont	6340 Kinross Highway	Waukegan	60057	10.1	15	17.25	7	20	75	82.5
Alap Dialysis Center	Fremont	12256 S Cicero Avenue Suite 105	Alsip	60803	8.9	16	18.40	7	20	64	70
USBC Southdale	USBC	4631 W. 79th Street	Chicago	60632	5.6	17	19.55	6	36	837	83.43
Presbyterian Medical Care Oak Park	Fremont	8149 West 159th Street	Oak Park	60463	10.7	17	19.55	7	18	65	60.13
EMC Dialysis Services - Berwyn	Fremont	4611 W. 77th Street	Berwyn	60459	5.7	17	19.55	7	26	124	60.77
Presbyterian Medical Care Elmhurst	Fremont	123 E Brook Elm Road	Elmhurst	60120	12.3	18	19.70	7	28	115	86.43
Presbyterian Medical Care Cicero	Fremont	3200 South Cicero Avenue	Cicero	60804	12.3	18	19.70	7	16	71	73.66
Mc. Szan Hospital Med Ctr		W 15th St & S California Ave	Chicago	60608	14.7	19	21.85	6	16	67	86.63
USBC Oak Brook	USBC	1600 West 16th Street	Oak Brook	60523	14.3	19	21.85	7	6	21	43.75
USBC Bellingweh	USBC	364 Remondino Blvd	Bellingweh	60444	16.5	26	23.00	9	13	63	66.77
EMC Berwyn	Fremont	3601 South Harlem Avenue	Berwyn	60402	9.9	21	24.15	7	30	156	63.33
USBC Oak Brook	USBC	1201 Butterfield Road	DuSable Grove	60515	17	21	24.35	7	13	66	64.61
Berndy Dialysis	Darica	8111 South Western Avenue	Chicago	60620	8.9	22	25.30	6	16	90	83.75
Presbyterian Medical Care Bellgrove	Fremont	825 West 35th Street	Chicago	60609	16.7	22	25.30	6	27	192	81.48
SAH Dialysis at 26th Street	Saint Anthony	3039 West 26th Street	Chicago	60621	14.9	22	25.30	6	15	19	54.44
DuSable Grove Dialysis Center	Fremont	3535 Highland Ave., Suite 302	DuSable Grove	60515	17.8	22	25.30	7	18	66	76.63
LaGrange Dialysis Center	Fremont	2400 W. LaGrange Road, Ste 101	Westchester	60154	21.8	22	25.30	7	22	82	63.32
West Linn Dialysis	Darica	7000 S Palmdale Road	Chicago	60629	8.2	23	26.45	6	12	62	68.81
Presbyterian Medical Care Oak Forest	Fremont	5349 West 159th Street	Oak Forest	60452	12.9	23	26.45	7	12	56	66.66
Bellingweh Dialysis Center	Fremont	531 W. Burlington Road	Bellingweh	60448	11	23	26.45	9	24	123	85.43
Mount Greenwood Dialysis	Darica	3401 W. 131th Street	Chicago	60655	9.9	24	27.60	6	18	64	67.3
Little Village Dialysis	Darica	2335 W. Cornack Rd	Chicago	60608	16.2	24	27.60	6	16	99	96.61
BCC Garfield	Fremont	5401 S. Wainwright Ave	Chicago	60609	20.9	24	27.60	6	22	69	67.42
Presbyterian Medical Care of Chicago - West	Fremont	4249 S. Damen Avenue	Chicago	60608	16.6	24	27.60	6	31	69	53.67
Country Club Dialysis	Darica	4215 West 167th Street	Country Club Hills	60473	16.6	24	27.60	7	24	96	68.97
Blue Island Dialysis Ctr	Fremont	2310 York Street	Blue Island	60406	11.7	24	27.60	7	28	115	68.09
Presbyterian Medical Care Hazel Crest	Fremont	17354 Carring Way	Hazel Crest	60439	16.7	24	27.60	7	16	77	66.21
Presbyterian Medical Care - Lombard	Fremont	1849 Springs Drive	Lombard	60146	16.6	24	27.60	7	12	51	76.83
Presbyterian Medical Care Lemont	Fremont	1877 West 117th Street	Lemont	60439	13.5	24	27.60	7	12	29	34.72
Darica West Side	Darica	1690 West 13th Street	Chicago	60608	17.1	25	28.75	6	12	18	32.79
Presbyterian Medical Care Evergreen Park	Fremont	8730 South Western Avenue	Evergreen Park	60805	9.3	25	28.75	7	30	22	32.22
Presbyterian Medical Care Monticello Park	Fremont	11650 S. Radzick Avenue	Monticello Park	60803	11.6	25	28.75	7	24	190	80.26
Loop Park Center	Darica	55 E. Wacker Drive	Chicago	60602	21.1	26	29.80	6	16	101	60.12

Davita Lonsdale	Davita	6934 West 14th Street	Chicago	60633	12.2	26	29.90	6	16	99	109.13
South Side Dialysis Center	Presentis	7721 South Western Avenue	Chicago	60629	17.7	26	29.90	6	35	204	87.93
John H. Swager Jr. Hospital of Cook County		1833 W. Harrison st	Chicago	60612	13.4	26	29.90	6	9	22	40.72
University of Illinois Hospital		1740 W. Taylor street	Chicago	60612	13.2	26	29.90	6	26	157	87.82
RCG-South Holland	Davita	10700 LaSalle Street	South Holland	60473	17.4	26	29.90	7	24	121	84.03
Davita Turkey Park	Davita	10767 South 80th Avenue	Turkey Park	60477	13.6	26	29.90	7	12	33	26.33
Oak Park Dialysis Center	Presentis	737 Madison Street	Oak Park	60301	13.3	26	29.90	7	12	63	87.5
Necromedica Loop East Deanna	Presentis	537 West Park Street	Chicago	60607	18.5	27	31.05	6	24	54	37.5
Presentis Medical Care Marquette Park	Presentis	2334 West 69th Street	Chicago	60629	9.6	27	31.05	6	16	93	96.63
Olympic Fields Dialysis Center	Davita	4377-B West Lincoln Highway	Morton	60443	24.7	27	31.05	7	24	101	70.14
US Rural Care Villa Park	USMC	200 East North Avenue	Villa Park	60181	18.4	27	31.05	7	13	66	87.15
Maple Avenue Kidney Center		610 S. Maple Avenue	Oak Park	60304	11.1	27	31.05	7	16	73	87.53
Presentis Medical Care West Willow	Presentis	1444 W. Willow	Chicago	60642	21.8	28	32.20	6	12	40	55.56
RCG Hazel Crest	Davita	3470 West 118th Street	Hazel Crest	60429	17.8	28	32.20	7	20	100	83.33
Cabnet City Dialysis	Davita	1200 Sibley Boulevard	Cabnet City	60409	27	28	32.20	7	16	35	36.67
Presentis Medical Care River Forest	Presentis	163 Forest Avenue	River Forest	60305	12.5	28	32.20	7	22	64	71.21
EMC New City	Presentis	4673 South Bishop Street	Chicago	60629	17.4	28	33.35	6	16	24	44.56
Presentis Medical Care South Holland	Presentis	17215 South Parkway Avenue	South Holland	60473	24.9	28	33.35	7	24	109	75.69
Presentis Medical Care Melrose Park	Presentis	1111 Superior Street	Melrose Park	60160	18.1	28	33.35	7	16	73	72.21
Rural Center New Lenox	Davita	1280 Silver Creek Blvd	New Lenox	60451	23.3	28	33.35	9	19	107	91.65
Presentis Medical Care of Mokena	Presentis	6870 W. 192nd Street	Mokena	60448	15	28	33.35	9	14	53	65.45
Children's Memorial Hospital	Davita	1333 North Kingsbury Street	Chicago	60642	21.6	30	34.50	6	8	17	35.42
Elk Grove Dialysis Center	Presentis	903 West Beisterfeld Road	Elk Grove Village	60007	25.9	30	34.50	7	28	150	83.33
West Suburban Hosp Dialysis Unit	Presentis	5111 N. Assin Blvd	Oak Park	60302	21.9	30	34.50	7	46	234	64.75
Presentis Medical Care Naperville	Presentis	2431 S Washington	Oak Park	60305	21.3	30	34.50	9	16	101	69.52
RCG Mid America - Prairie	Presentis	1711 W. Walnut Avenue	Chicago	60615			0.00	8	14	104	72.22
Davita - Harvey Dialysis	Davita	16941 S. Halstead Street	Harvey	60425			0.00	7	16	79	73.15

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(C) (2), Misdistribution

The establishment of Dialysis Care Center Hickory Hills 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.

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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.

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Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(e) Staffing

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

A. Medical Director:

Dr. Hani Alsharif will serve as the Medical Director for Dialysis Care Center Hickory Hills. 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 Hickory Hills 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

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 Hickory Hills 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.

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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, 2nd 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 Hickory Hills will maintain an open medical staff.

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

- Dialysis Care Center Hickory Hills will utilize a dialysis electronic patient data tracking system
- Dialysis Care Center Hickory Hills 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 FEBRUARY


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 Hickory Hills 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.

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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.

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**TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND DIALYSIS CENTERS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER AND
AND
Dialysis Care Center Hickory Hills**

THIS AGREEMENT is entered into this ___ day of _____ 2018, between ADVOCATE HEALTH d/b/a ADVOCATE CHRIST MEDICAL CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "ADVOCATE", and Dialysis Care Center Hickory Hills an, Illinois dialysis Center hereinafter referred to as "DIALYSIS CENTER".

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

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 HHS regulations; and

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

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

I. TERM

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

II. TERMINATION

2.1 Either party may terminate this Agreement, 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.

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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;

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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

e. 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.

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

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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: Advocate Christ Medical Center, 4440 West 95th Street, Oak Lawn, IL 60453, 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 Hickory Hills, 10801 South Western Ave, suite 100, Chicago, IL, 60643; 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 DIALYSIS CENTERS
CORPORATION d/b/a ADVOCATE
CHRIST MEDICAL CENTER**

BY: _____
NAME: Kenneth Lukhard
TITLE: President

Dialysis Care Center Hickory Hills

BY: 
NAME: Asim Shazzad
TITLE: CEO

Section VII. Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430 (i) Relocation of facilities

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

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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 Hickory Hills will achieve target utilization by the second year of operation and will also expect to meet, if not exceed the hemodialysis outcome measures.

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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, 2nd 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 Hickory Hills expects to achieve and maintain 80% target utilization
- Dialysis Care Center Hickory Hills 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

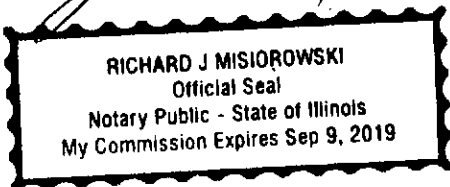
Sincerely,



Asim M Shazzad
Chief Operating Officer

Notarization:

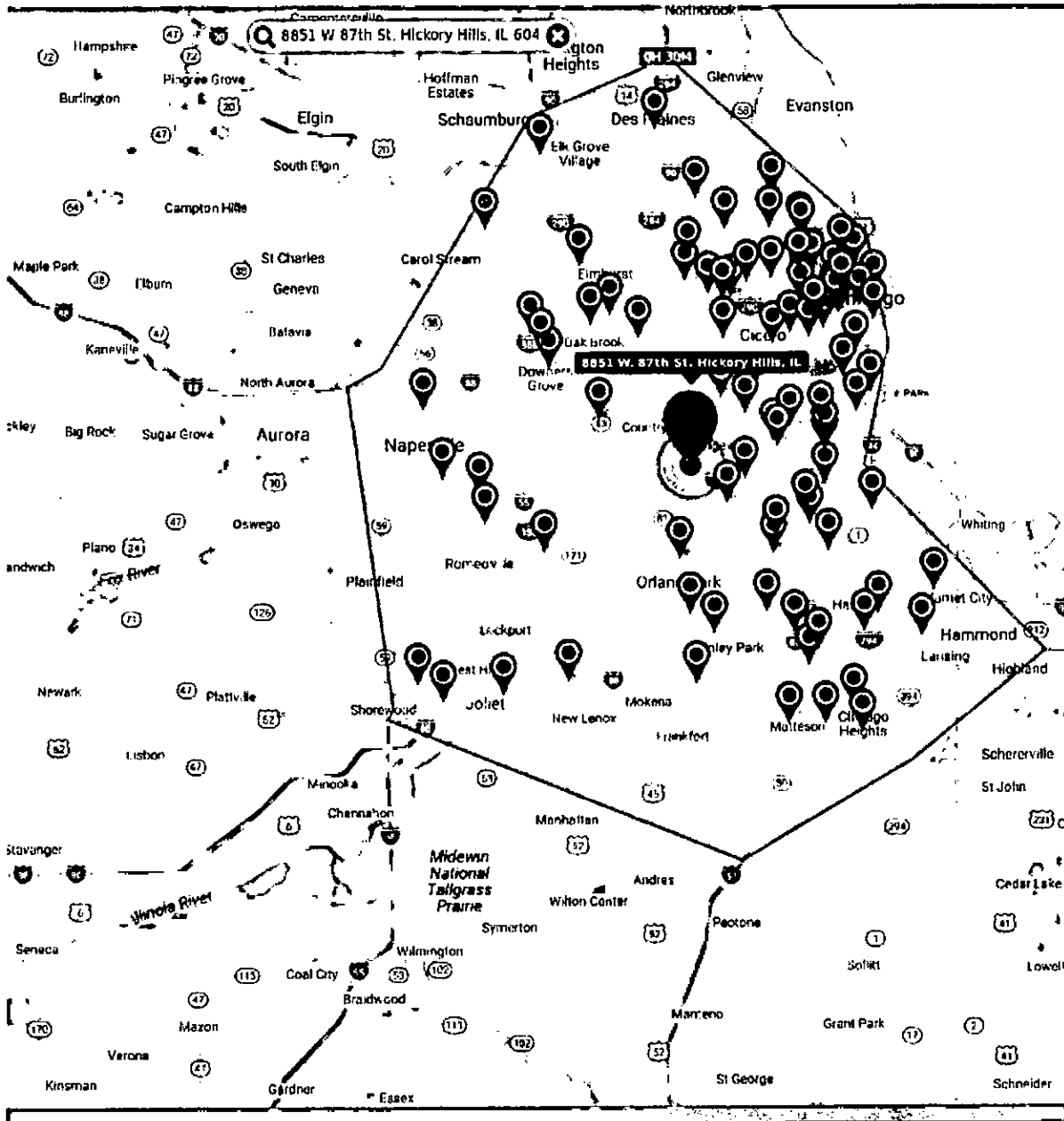
Subscribed and sworn to before me
this 7 day of FEBRUARY


Signature of Notary

Seal

Attachment-24

DCC Hickory Hills 8851 W 87TH St, Hickory Hills, IL – 30 Minute GSA



DCC Hickory Hills
Utilization of facilities within 30 Minutes Drive Time

Facility		Address	City	Postal code	Miles	Time (Mins)	Adjusted Time (Mins)	HAS	Number of Stations 12/31/2017	Number of Patients 12/31/2017	Utilization (%) 12/31/2017
DeVita Chicago Ridge Dialysis	DeVita	10511 South Elston Avenue	West	60415	4.7	10	11.50	7	12	53	41.43
Fresenius Medical Care Summit	Fresenius	519 Archer Avenue	Summit	60361	4.9	10	11.50	7	12	30	41.67
Sway Creek Dialysis	DeVita	6136 West 95th Street	Oak Lawn	60453	4.4	12	13.00	7	12	63	91.62
Fresenius Medical Care - Midway	Fresenius	4701 W 67th Street	Chicago	60638	5.6	13	14.95	6	12	60	67.73
Pain Path Dialysis	DeVita	13135 S LaGrange Road	Oxford Park	60664	6.7	13	14.95	7	12	69	41.04
Dialysis Center of America - Greenwood	Fresenius	4861 Cal Sag Road	Crevecoeur	60445	6.8	14	16.10	7	24	61	61.54
FMC Dialysis Services of W. Zolotroak	Fresenius	6596 Kingsley Heights	Wilmette	60091	10.1	25	27.25	7	20	73	62.5
Alleg Dialysis Center	Fresenius	12250 S Cicero Avenue Suite 101	Alsip	60809	8.8	16	18.40	7	20	64	70
USRC Skokieville	USRC	4051 W. 79th Street	Chicago	60652	5.6	17	19.55	6	36	157	61.15
Fresenius Medical Care Oxford Park	Fresenius	9180 West 159th Street	Oxford Park	60462	10.7	17	19.55	7	14	69	60.18
FMC Dialysis Services - Burbank	Fresenius	4811 W. 77th Street	Burbank	60459	5.7	17	19.55	7	24	154	60.77
Fresenius Medical Care Elmhurst	Fresenius	133 E. Smith Hill Road	Elmhurst	60124	13.8	18	20.70	7	18	113	65.45
Fresenius Medical Care Cicero	Fresenius	2000 South Cicero Avenue	Cicero	60804	12.5	18	20.70	7	14	71	73.65
McLean Hospital Med Ctr		W 29th St & Caldesa Ave	Chicago	60608	14.7	19	21.85	6	14	67	60.63
NeSpring Oak Brook	USRC	1500 West 154 Street	Oak Brook	60523	15.3	19	21.85	7	1	21	53.75
USRC Bealwood	USRC	104 Elmwood Blvd	Bealwood	60446	16.5	20	22.00	6	15	63	60.77
FMC Berwyn	Fresenius	1501 South Elston Avenue	Berwyn	60302	9.9	21	24.15	7	30	152	43.51
USRC Oak Brook	USRC	1301 Brandegee Road	DuSable Green	60513	9.7	21	24.15	7	15	66	64.62
Beverly Dialysis	DeVita	3111 South Western Avenue	Chicago	60628	8.9	22	25.50	6	36	89	93.75
Fresenius Medical Care Bridgeport	Fresenius	825 West 33rd Street	Chicago	60609	16.7	22	25.50	6	27	132	61.48
SAF Dialysis at 26th Street	Safir Archway	2059 West 26th Street	Chicago	60613	14.9	22	25.50	6	15	48	54.44
DuSable Green Dialysis Center	Fresenius	1825 Highland Ave. Suite 101	DuSable Green	60515	17.8	22	25.50	7	14	68	74.63
LaGrange Dialysis Center	Fresenius	2400 Wolf Road, Ste 101	Westchester	60154	11.8	22	25.50	7	22	62	62.12
West Loop Dialysis	DeVita	7000 S. Paulina Road	Chicago	60629	8.3	23	26.45	6	12	62	48.11
Fresenius Medical Care Oak Forest	Fresenius	5340 West 139th Street	Oak Forest	60452	12.9	23	26.45	7	12	54	60.56
Belmont Dialysis Center	Fresenius	514 W. Belmont Road	Belmont	60449	18	23	26.45	6	12	123	65.62
Moritz Greenwood Dialysis	DeVita	3461 W. 117th Street	Chicago	60655	9.8	24	27.60	6	14	61	47.1
Lark Village Dialysis	DeVita	2315 W. Cornsack Rd	Chicago	60608	16.3	24	27.60	6	36	93	95.68
BCC Grendale	Fresenius	5401 S. Westmore Ave	Chicago	60609	20.9	24	27.60	6	22	13	67.42
Fresenius Medical Care of Chicago - West	Fresenius	1340 S. Damen Avenue	Chicago	60603	16.6	24	27.60	6	31	63	51.87
Country Club Dialysis	DeVita	4315 West 187th Street	Country Club Hills	60478	14.6	24	27.60	3	24	98	63.87
Blue Island Dialysis Ctr	Fresenius	2310 York Street	Blue Island	60406	11.7	24	27.60	7	24	116	69.05
Fresenius Medical Care Hazel Crest	Fresenius	17534 Carnegie Way	Hazel Crest	60428	16.7	24	27.60	7	18	77	60.21
Fresenius Medical Care Lombard	Fresenius	1840 Sprague Drive	Lombard	60148	18.6	24	27.60	7	12	31	70.63
Fresenius Medical Care Lemont	Fresenius	16177 West 177th Street	Lemont	60439	13.5	24	27.60	7	12	73	54.72
DeVita West Side	DeVita	1630 West 13th Street	Chicago	60608	17.3	25	28.75	6	12	51	52.78
Fresenius Medical Care Evergreen Park	Fresenius	6736 South Western Avenue	Evergreen Park	60805	9.3	25	28.75	7	30	22	62.22
Fresenius Medical Care Marquette Park	Fresenius	11650 S. Kedzie Avenue	Marquette Park	60865	11.6	25	28.75	7	24	130	90.16
Loop Plaza Center	DeVita	55 E. Washington Street	Chicago	60602	21.1	26	29.90	6	28	101	60.12

Carle Laramie	Urbana	3034 West 24th Street	Chicago	60233	11.1	28	29.90	6	16	99	103.11
South Side Dialysis Center	Freeport	7721 South Western Avenue	Chicago	60620	8.7	26	29.90	6	36	200	27.13
John H. Stroger Jr Hospital of Cook County		1615 W. Harrison st	Chicago	60612	17.4	30	29.90	6	9	22	40.11
University of Illinois Hospital		1740 W. Taylor street	Chicago	60612	17.2	16	29.90	6	25	157	67.62
RCC-South Holland	Urbana	35100 LaSalle Street	South Holland	60473	17.4	26	29.90	7	24	111	64.08
Carle Tazewell Park	Urbana	157 G. South 8th Avenue	Tazewell Park	60477	12.9	16	29.90	7	11	19	16.33
Oak Park Dialysis Center	Freeport	733 Madison Street	Oak Park	60462	15.2	26	29.90	7	11	63	67.5
Neurotica Loop East Delaware	Freeport	557 West Park Street	Chicago	60607	16.5	27	31.05	6	24	51	37.3
Freeman Medical Care Marquette Park	Freeport	2554 West 69th Street	Chicago	60629	9.4	27	31.05	6	15	93	99.64
Chicago Fields Dialysis Center	Urbana	4557-B West Lincoln Highway	Mt Vernon	60453	14.7	27	31.05	7	21	101	70.11
US Renal Care Villa Park	U/SRC	200 East North Avenue	Villa Park	60181	18.4	27	31.05	7	11	65	67.18
Maple Avenue Kidney Center		510 S. Maple Avenue	Oak Park	60304	11.1	27	31.05	7	16	73	67.53
Freeman Medical Care West Willow	Freeport	1444 W. Willow	Chicago	60611	21.6	28	31.20	6	12	40	58.34
RCC-Broad Crest	Urbana	3470 West 113rd Street	Broad Crest	60429	17.8	28	32.20	7	10	108	82.11
Calumet City Dialysis	Urbana	1190 Sibley Boulevard	Calumet City	60409	17	18	32.20	7	16	15	16.67
Freeman Medical Care Evanston	Freeport	105 Forest Avenue	Evanston	60201	13.5	18	32.20	7	22	81	71.21
EMC New City	Freeport	4612 South Bishop Street	Chicago	60609	17.4	29	33.35	6	16	11	14.54
Freeman Medical Care South Holland	Freeport	17225 South Peoria Avenue	South Holland	60475	14.9	29	33.35	7	24	108	78.93
Freeman Medical Care Melrose Park	Freeport	1111 Sycamore Street	Melrose Park	60160	16.8	29	33.35	7	11	71	72.22
Renal Center New Lenox	Urbana	1809 Silver Creek Blvd	New Lenox	60451	15.3	29	33.35	8	15	107	91.66
Freeman Medical Care of Mokena	Freeport	1610 W. 102nd Street	Mokena	60440	15	29	33.35	8	14	55	68.16
Children's Memorial Hospital	Urbana	1333 North Kingsbury Street	Chicago	60612	11.6	30	34.50	4	6	17	35.11
Elk Grove Dialysis Center	Freeport	901 West Belmont Road	Elk Grove Village	60127	15.0	30	34.50	7	26	140	83.33
West Suburban Hosp Dialysis Unit	Freeport	511 N. Austin Blvd	Oak Park	60302	21.9	30	34.50	7	15	231	64.73
Freeman Medical Care Naperville	Freeport	2411 S Washington	Oak Park	60545	11.2	30	34.50	9	15	101	93.52
RCC Mid America - Franklin	Freeport	1727 W. Walsh Avenue	Chicago	60618			0.00	6	24	101	72.22
Carle - Harvey Dialysis	Urbana	16641 S Halstead Street	Harvey	60424			6.00	7	16	79	73.15

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

Dialysis Care Center Hickory Hills will be funded entirely with cash and cash equivalents, and a lease with 87TH Plaza, LLC C/O Ramsey Elshafei, 1200 Internationale Pkwy, Suite 125, Woodridge, IL, 60517 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, 2nd floor
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify the following:

- Dialysis Care Center Hickory Hills 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.

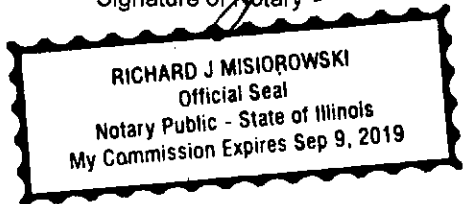
Sincerely,



Asim M Shazzad
Chief Operating Officer

Notarization:

Subscribed and sworn to before me
this 7 day of FEBRUARY


Signature of Notary

Seal

Attachment 34



Arthur J. Rogers & Co.

www.arthurjrogers.com

Sales • Management • Leasing • Construction

January 10, 2018

Mr. Kevin Kobe
John Greene Commercial
1311 S. Rt. 59
Naperville, IL 60564

Via Email: kavinkobe@johngreenecommercial.com

RE: Dialysis Care Center Hickory Hills, LLC
8851 W. 87th St.
Hickory Hills, IL

Dear Kevin,

On Behalf of Dialysis Care Center Hickory Hills, LLC, we have been authorized to submit for your review the following letter of intent outlining the general terms and conditions in which to Lease the premises:

Landlord: 87th Plaza, LLC
1200 Internationale Pkwy, Suite 125
Woodridge, IL 60517

Tenant: Dialysis Care Center Hickory Hills, LLC

Premises: Approximately 4,485 rentable square feet located at 8851 W. 87th St.

Use: The Premises shall be used for the operation of a dialysis facility and related medical/administrative offices. Tenant may operate on the premises, at tenant's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

Primary Lease Term: An initial lease term of Seven (7) years, five (5) months from lease commencement.

Possession Date: June 6, 2018 or sooner (Upon CON awarded by the Illinois State Board per the June 5th application date, see attached schedule).

CON Contingency: Lease is contingent upon tenant receiving a CON (Certificate of Need) awarded by the State of Illinois per the application date of June 5, 2018, per the attached State of Illinois schedule. *Dialysis applications require full 120 day review period prior to approval.*

Rental Rate: \$16.35psf modified gross

Rent Commencement Date: Tenant shall have one hundred fifty (150) days from possession to complete the tenant improvements, rent to commence thereafter (Nov. 1st).

Escalation: 3% increases compounded annually.

Option Periods: Two (2), five (5) year options to renew. Tenant shall provide to Landlord a nine (9) month prior written notice of its desire to exercise each option.

Tenant's Work: Landlord shall provide a construction allowance of \$40.00 per rentable square foot.

Individual
Membership
1559 Elmhurst Road



Elk Grove Village, IL 60007-6452



(847) 297-2200



FAX (847) 699-9048



Attachment 34

Landlord's Work:

Landlord shall warranty that the roof and structural components and are in good working order and shall maintain and/or replace them at Landlord's expense throughout the term of the lease. Landlord shall at its expense install new HVAC unit and rear exit service door within tenant's premises. Landlord shall make the necessary building repairs which shall consist of removing the building's facade, repair all poring lot and sidewalk improvements (which shall include repair/patch all potholes, sealcoat and stripe). All work shall be performed prior to rent commencement.

**Demised Premises
Shell and Site:**

Landlord shall deliver the Premises as is, except for its commitment to perform (or provide) Landlord Work.

**Contractor for Tenant
Improvements:**

Tenant will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. Tenant shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

HVAC:

Landlord to provide new HVAC unit and Tenant responsible for its routine maintenance.

Deliveries:

Tenant requires delivery access to the Premises 24 hours per day, 7 days per week.

Emergency Generator:

Tenant shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

**Space Planning/Architectural
And Mechanical Drawings:**

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

Utilities:

Separately metered. Tenant shall be responsible for their electric, gas, telephoner/internet.

Signage:

Tenant may install signs, at Tenant's expense, in and on the Premises to the maximum extent permitted by local law. Landlord will have the right to approve signage. Landlord's approval will not be unreasonably withheld. Landlord will grant Tenant signage space on any monument due the Premises.

Parking:

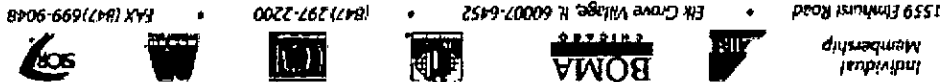
Landlord shall grant Tenant three (3) designated handicapped parking spaces plus one (1) ambulance space in addition to the designated handicap spaces

Building Codes:

Tenant has or will, perform its own building code analysis and acknowledges the demised premises will be delivered by the Landlord as described herein, without any repos or warranties regarding current or future codes.

**Assignment
Subletting:**

Tenant requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent, provided guarantor remains fully liable under its guaranty. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.











Landlord Maintenance: Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the structural portions of the building to keep the building structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, roof supports, columns, retaining walls, footings as well as water mains, gas and sewer lines serving the Premises and subject to reasonable reimbursement by Tenant, Landlord shall perform the following, pursuant to good and accepted business practices and reasonable management and administrative fees throughout the term: repainting or routing touch-painting the exterior surfaces of the building when necessary; repairing, resurfacing, repaving, re-sloping, and resealing of the parking areas; repairing and maintaining the roof (other than its structure, which is Landlord's responsibility); repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business. Tenant shall maintain and keep the interior of the Premises, including all windows and doors, in good repair, free of refuse and rubbish. Tenant shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes expected. Tenant shall be responsible for maintenance and repair of all equipment serving the Premises.

Surrender: At any time prior to the expiration or earlier termination of the Lease, Tenant on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same

Zoning and Restricive Covenants: Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of Tenant's dialysis clinic. Landlord confirms that the property and premises is not in a Flood Plain or in a flood zone.

Financing: Landlord will use its best efforts to cause its lender to provide a non-disturbance agreement.

Exclusivity: Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

Environmental: A Phase One Environmental Study may be conducted. Tenant shall be liable for the sole cost if Environmental is necessary.

Lease Execution: Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

Security Deposit: Equal to one (1) month's gross rent payable upon full lease execution.

January 22, 2018
Page 4 of 5

Guarantee: Dalysis Care Center Holdings LLC

Legal Fee's: If CON is not approved for DCC, Tenant shall reimburse Landlord for 50% of legal expenses for Lease drafting, legal fee's shall be capped at \$1,500.

Confidential: The material contained herein is confidential. It is intended for use of the Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

Agency: Arthur J. Rogers & Co. represents the Tenant and John Greene Commercial represents the Landlord, Landlord shall be responsible to pay all brokerage fees per separate agreement.

Disclaimer: This proposal is submitted subject to errors, omissions, and changes in information, modification, and withdrawal, with or without notice.

This proposal is not intended as, and does not constitute, a binding agreement by any party, nor an agreement by any party to enter into a binding agreement, but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction have been negotiated, agreed to by all parties and set forth in a fully executed lease. The only legal obligations, which any party shall have, shall be those contained in such signed and delivered definitive agreement referred to above.

Notwithstanding any provision to the contrary contained herein, this letter shall not constitute an agreement to negotiate and solely constitutes an outline of certain key terms. Landlord and Tenant each acknowledge and agree that each party is proceeding with negotiations relating to the proposed Lease at its sole cost and expense and that either party may terminate negotiations at any time and for any reason without any liability or obligation whatsoever.

Kevin, we look forward to working with you towards successfully completing this proposed Lease transaction.

Thank you for your consideration.



Arthur J. Rogers & Co.



Carole Cavenoy
Vice President-Commercial Properties

AGREED AND ACCEPTED:

THIS 22nd DAY OF January, 2018.

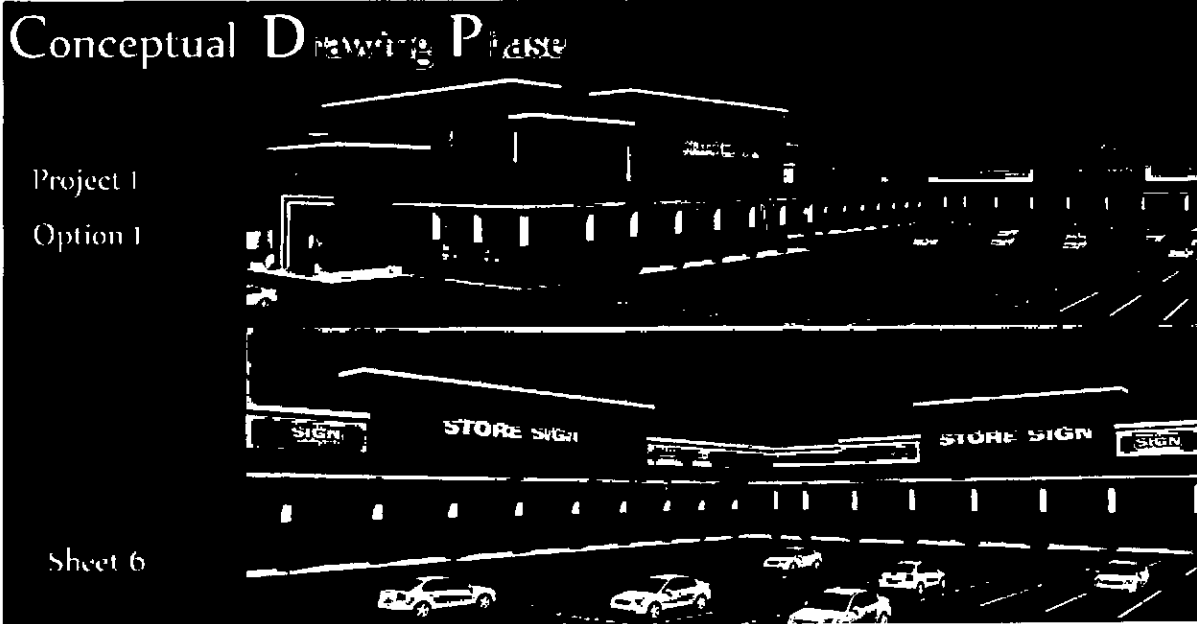
TENANT:
By: 
Its: 

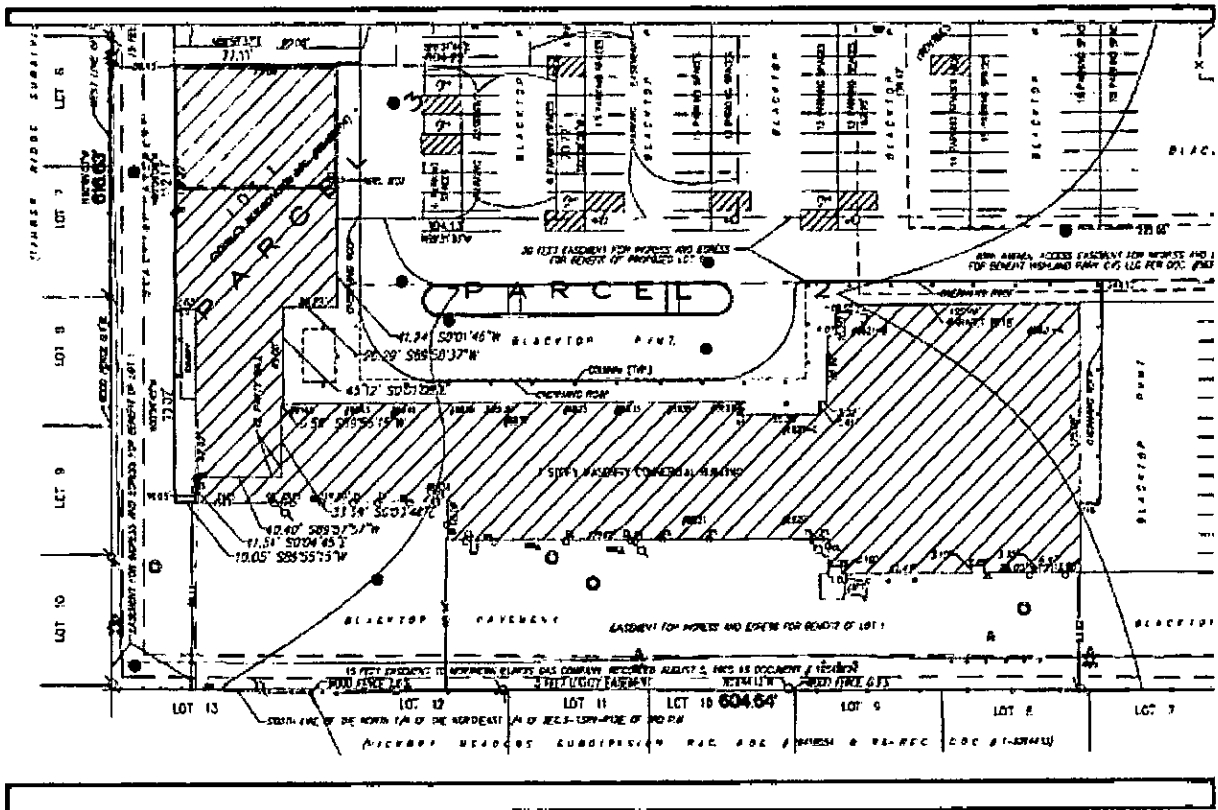
LANDLORD: 
By: _____
Its: Agent

3.50 x 11.00 in

Individual Membership 1559 Pinhurst Road • Elk Grove Village, IL 60007-6452 • (847) 297-2200 • FAX (847) 699-9048







DCC

STANDARD OFFICE LEASE

87TH Plaza, LLC
an Illinois limited liability company,
(as "LANDLORD")

AND

DIALYSIS CARE CENTER HICKORY HILLS, LLC,
an Illinois limited liability company,
(as "TENANT")

PROPERTY:

8851 W 87TH ST, HICKORY HILLS, IL,60457

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the ____ day of _____, 2018, between 87th PLAZA, LLC, an Illinois limited liability company ("Landlord"), and that certain tenant identified in the Introductory Article immediately following ("Tenant") for that certain space described herein as the Premises in the building located at 8849 West 87th Street, Hickory Hills, Illinois 60457. For purposes of this Lease, the building in which the Premises are located is referred to as the "Building" and the entire complex of buildings, parking facilities, grounds, and other structures now existing or hereafter constructed are referred to as the "Shopping Center."

In consideration of the covenants and agreements hereafter set forth, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described herein on the terms and conditions contained in the following Lease (the "Lease"):

**INTRODUCTORY ARTICLE:
BASIC LEASE PROVISIONS**

The provisions of this Introductory Article are intended to be in outline form and are addressed in detail in other Articles of this Lease. In the event of any disagreement, the most restrictive Article shall prevail.

TENANT'S NAME/ADDRESS: DIALYSIS CARE CENTER HICKORY HILLS, INC.

BASE LEASE TERM: Seven (7) Years, Five (5) Months

POSSESSION DATE: June 6, 2018 (subject to the contingency set forth in Section 1.02 below)

COMMENCEMENT DATE: November 1, 2018 (subject to the contingency set forth in Section 1.02 below)

TERMINATION DATE: March 31, 2025

EXTENSIONS: Two (2) five (5) year option sot renew.

LEASED PREMISES: The suite bearing address 8851 West 87th Street, Hickory Hills, IL 60457 containing approximately 4,485 square feet of space as shown on the floor plan attached as Exhibit A ("Premises").

PERMITTED USE: Outpatient dialysis facility and related medical/administrative uses (and See Article 5)

BASE RENT:

Period			Rate PSF	Annual	Monthly
6-Jun	31-Oct	2018	\$0.00	\$0.00	\$0.00
1-Nov	31-May	2019	\$16.35	\$73,329.72	\$6,110.81
1-Jun	31-May	2020	\$16.84	\$75,529.68	\$6,294.14
1-Jun	31-May	2021	\$17.35	\$77,795.52	\$6,482.96
1-Jun	31-May	2022	\$17.87	\$80,129.40	\$6,677.45

1-Jun	31-May	2023	\$18.40	\$82,533.24	\$6,877.77
1-Jun	31-May	2024	\$18.95	\$85,009.32	\$7,084.11
1-Jun	31-May	2025	\$19.52	\$87,559.56	\$7,296.63
1-Jun	31-Oct	2025	\$20.11	\$90,186.36	\$7,515.53

BASE RENT ESCALATION: 3% per year, compounded annually (reflected in chart above)

BASE RENT DURING RENEWAL TERM(S): 103% of Base Rent for prier lease year, escalated annually

TENANT'S SHARE: _____%

SECURITY DEPOSIT: \$6,110.81

GUARANTOR: DAY CARE CENTER HOLDINGS, LLC, an Illinois limited liability company

BROKER(S): Tenant's Broker - Arthur J. Rogers & Co.
Landlord's Broker - John Greene Commercial

TENANT'S ADDRESS FOR NOTICE PURPOSES:

Dialysis Care Center Hickory Hills, LLC
c/o Tunji Morufu Alausa
15786 South Bell Road
Homer Glen, Illinois 60491

with a copy to:
Azam Chandran & Gilani, LLP
Attention: Salman Azam, Esq.
333 North Michigan Avenue, Suite 1815
Chicago, IL 60601
Azam@ACGLawFirm.com

LANDLORD'S ADDRESS FOR NOTICE PURPOSES:

87th Plaza, LLC
c/o RE Development Solutions, Inc.
1200 Internationale Parkway, Suite 125
Woodridge, IL 60517
Attention: Ramsey ElShafei
Email: RElshafei@re-ds.com

with a copy to:
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527
Attention: William J. Cotter
Email: WCotter@GSRNH.com

[BODY OF THE LEASE FOLLOWS]

1. TERM.

1.01. Initial Term. The term of this Lease shall be for that period of time set forth in the Introductory Article as the "Base Lease Term" and it shall commence on the date set forth in the Introductory Article as the "Commencement Date" and shall terminate upon the date set forth in the Introductory Article as the "Termination Date" (unless sooner terminated or extended as hereinafter provided) (hereinafter referred to as the "Term").

1.02. Contingency. Tenant has applied to the Health Facilities and Services Review Board for the issuance of a "Certificate of Need" to operate an inpatient dialysis facility in the Premises. Notwithstanding anything herein to the contrary, unless the Certificate of Need is received by Tenant on or before June 5, 2018, then the parties' obligations under this Lease shall terminate and neither party shall have any further responsibility hereunder, provided that Tenant agrees to reimburse Landlord for half of the attorney fees incurred by it in connection with this lease (not to exceed a reimbursement amount of \$1,500.00).

1.03. Option to Renew.

(a) Option to Renew. Provided that: (a) Tenant is not then in default hereunder beyond any applicable notice, cure or grace period; and (b) Landlord receives written notice from Tenant not less than nine (9) months and not more than twelve (12) months prior to the Termination Date of Tenant's intention to extend the Term of the Lease; and (c) so long as Tenant (or such other party as is permitted or approved hereunder) is in occupation of and conducting its business in the Premises in accordance with the terms of this Lease, then Landlord will grant to Tenant the right to extend the term of the Lease for two (2) periods of five (5) years commencing on the date immediately following the Termination Date (each, a "Renewal Term" and collectively, the "Renewal Terms"), upon the terms and conditions contained in this Lease, and the Rent for the Renewal Term shall be as set forth in the Introductory Article.

(b) Failure to Exercise. If Tenant fails to give and if Landlord does not receive the appropriate notice within the time limit set out herein for extending the Term, then this Article 1.02(a) shall be null and void and of no further force or effect.

(c) Personal to Tenant. This option to renew is personal to Tenant and may not be assigned by Tenant. In the event that Landlord consents to an assignment or sublease of this Lease, such consent shall not extend to these options to renew unless Landlord's consent specifically references same.

2. POSSESSION AND CONSTRUCTION OF IMPROVEMENTS.

2.01. Possession. Landlord shall tender possession and occupancy of the Premises to Tenant on the Possession Date to enable Tenant to construct its desired improvements to the Premises.

2.02. Improvements. Landlord shall be responsible only for Landlord's Work as described on Exhibit B ("Landlord's Work"). Landlord shall have no other obligation for construction work or improvements to the Premises, all of which, other than Landlord's Work, shall be the responsibility of, and performed by, Tenant. The improvements now or hereafter situated upon the Premises, whether constructed by, for, or at the expense of either Landlord or Tenant, are and shall become a part of the Premises and Tenant shall have only a leasehold interest therein.

(b) Promptly following the Commencement Date, Landlord and Tenant shall execute a Commencement Date Confirmation, in the form attached as Exhibit C, that confirms (i) the date of Landlord's delivery of the Premises to Tenant, (ii) Tenant's acceptance of possession of the Premises, and (iii) the Termination Date, a copy of which notice shall be executed by Tenant and returned to Landlord. The Base Rent

Schedule set forth in the Introductory Article shall be modified accordingly if the payment of Rent under this Lease commences on a date other than the Commencement Date.

3. **BASE RENT.** Tenant shall pay to Landlord at such place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, rent at the annual rate (herein referred to as "Base Rent") set forth in the Introductory Article hereof in equal monthly installments, each in advance, on or before the first day of each and every month. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for such month(s) shall be prorated. The prorated Rent for the portion of the month in which the Term commences shall be paid on the Commencement Date. Tenant also agrees to pay as a late fee to compensate Landlord for its increased administrative costs, for each and every monthly installment of Rent not received by Landlord when due, an amount equal to five percent (5.0%) of the delinquent payment or portion thereof.

4. **ADDITIONAL RENT.** Landlord and Tenant agree that this Lease is intended as a modified triple-net lease, and that Tenant shall pay to Landlord its share of all charges and other amounts required under this Lease over the Base Year as additional rent ("Additional Rent"). Tenant's obligations to pay Additional Rent shall commence on the Commencement Date as set forth in Article 1. Base Rent and Additional Rent shall be collectively referred to herein as "Rent." For purposes of this Lease, the "Base Year" shall mean the calendar year 2017.

Additional Rent shall include, but not be limited to Tenant's Share of all Operating Expenses in excess of the Operating Expenses paid during the Base Year, in accordance with the following provisions:

(a) "Tenant's Share" is the percentage set forth in Article 1.

(b) "Operating Expenses" includes all costs and expenses paid or incurred by Landlord in the exercise of its reasonable discretion, for the following:

(1) The cost of the operation, management, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Shopping Center, including, but not limited to, the following:

(i) The common areas of the Shopping Center, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, curbs, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates;

(ii) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, all tenants or occupants of the Shopping Center, including monument signage and tenant directories, fire detection systems, including sprinkler system maintenance and repair (the "Building Systems"), but excluding Building Systems serving only the Premises;

(iii) General maintenance, trash disposal, and security services;

(2) The cost of the premiums for the liability and property insurance policies to be maintained by Landlord hereunder;

(3) The amount of the Real Property Taxes paid by Landlord hereunder. "Real Property Taxes" for this purposes means all taxes, assessments and charges levied upon or with respect to the Shopping Center or any personal property of Landlord used in the operation thereof, or

Landlord's interest in the Shopping Center or such personal property. Real Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, or assessments for transit, housing, police, fire, or other governmental services or purported benefits to the Shopping Center or the occupants thereof, service payments in lieu of taxes, and any tax, fee, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of Illinois or any political subdivision thereof, public corporation, district, or any other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other real property taxes, whether or not now customary or in the contemplation of the parties on the date of this Lease. Real Property Taxes shall also include all fees, costs, and expenses (including expert witness fees and costs) incurred by Landlord in connection with its attempts to obtain reductions in assessed valuation of the taxable components of the Shopping Center or taxes rates attributable thereto. Real Property Taxes shall not include franchise, transfer, inheritance, or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax that would otherwise constitute a real property tax. Real Property Taxes shall also include reasonable legal and consulting fees, costs, and disbursements incurred in connection with proceedings to contest, determine, or reduce Real Property Taxes.

- (4) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Shopping Center;
- (5) Reasonable management fees, administrative fees, and asset manager fees; and
- (6) All other reasonable and customary expenses incurred by landlords of similar properties in the management and operation of same.

(c) Operating Expenses shall not include the cost of capital improvements incurred in compliance with current or future laws; repairs to exterior portions of the Building such as the roof, walls, foundation, façade, mechanical, plumbing and wiring, and lobby; those operating expenses not attributable to Tenant; those other expenses customarily excluded therefrom, including, but not limited to capital improvements; depreciation; interest; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; or any expenses for which Landlord has received actual reimbursement (other than through Operating Expenses). Notwithstanding the foregoing, Operating Expenses shall include the annual cost of any capital improvements, amortized over their respective useful lives.

(d) Tenant's Share of any Operating Expenses shall be payable by Tenant monthly during each year of the Term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within a reasonable time after the expiration of each calendar year a detailed statement ("Operating Expense Statement") showing the actual amount of Tenant's Share of the Operating Expenses incurred during such year. If Landlord's estimate of Tenant's Share of Operating Expenses exceeded the actual amount of Tenant's Share of Operating Expenses, Tenant shall be entitled to credit in the amount of such overpayment against the portion of Tenant's Share of Operating Expenses next falling due, or, if this Lease has terminated, such excess shall be refunded to Tenant within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement. If Landlord's estimate of Tenant's Share of Operating Expenses was less than the actual amount of Tenant's Share of Operating Expenses, Tenant shall pay to Landlord (whether or not this Lease has terminated)

the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Operating Expense Statement.

5. PREMISES.

5.01. Use of Premises; Access. Tenant shall use and occupy the Premises for the business and enterprise set forth in the Introductory Article hereof, and reasonably related and compatible uses, and no other use without Landlord's prior written consent. Tenant shall be entitled to access to the Premises 24 hours a day, subject to municipal requirements and other issues beyond Landlord's reasonable control

5.02. Compliance with Law. Tenant shall, at Tenant's expense, promptly comply with all Applicable Laws, all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions. As used herein, the term "Applicable Laws" means all applicable laws, codes, ordinances, orders, rules, regulations and requirements, of all federal, state, county, municipal and other governmental authorities and the departments, commissions, boards, bureaus, instrumentalities, and officers thereof relating to or affecting Tenant, the Office Park, or the Building or the use, operation or occupancy of the Premises, whether now existing or hereafter enacted. Tenant shall conduct its business in a lawful manner and shall not use or permit the use of the Premises or its common areas or the Shopping Center in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Shopping Center. Notwithstanding the foregoing, Tenant shall have no obligation to make any capital improvements to the Premises or bring the Premises into compliance with: (i) the Americans with Disabilities Act, as presently enacted; or (ii) any other laws, codes, rules or regulations, unless such non-compliance was directly caused by alterations or improvements made to the Premises by Tenant after delivery of possession of the Premises or resulting from Tenant's use of the Premises. Landlord represents and warrants to Tenant that it has not received any notification: (i) that the Building or the Premises are not in compliance with any environmental laws; (ii) of the presence of asbestos in the Building; (iii) of any hazardous waste violations; (iv) of the presence of any "PCB" transformers; or (v) of underground storage tanks in or about the Premises or Shopping Center.

5.03. Parking. The Shopping Center's parking facilities have been created for the exclusive use of all owners, tenants, and occupants at the Shopping Center, and their respective employees, agents, and business invitees on a first come-first served basis. Notwithstanding the foregoing, Tenant is granted the exclusive use of _____ () handicapped parking spaces and one (1) parking space for an ambulance, all as prescribed by Landlord (which shall be identified as Tenant's spaces in some reasonable fashion), subject to such reasonable rules and regulations as may be established by Landlord from time to time. Tenant acknowledges that Landlord shall have no on-going duty to police and third party violations of such exclusive parking spaces.

Tenant, for itself, its employees, agents, business invitees and any other persons who utilize said parking facilities, hereby acknowledges that all vehicles parked, and all personal property contained therein, shall be parked at the sole risk of Tenant (or other owner), and Tenant waives all liability against Landlord with respect to same. Landlord reserves the right, in its discretion: (i) to reconfigure the parking area and ingress to and egress from the parking area, (ii) to modify the directional flow of traffic in the parking area, (iii) to allocate and assign parking spaces among Tenant and the other tenants of the Shopping Center or to restrict the use of certain parking spaces for certain tenants, and (iv) to install or otherwise implement and amend parking rules and regulations, and control or monitoring devices for the parking facilities, including a paid parking program.

5.04. Common Areas. Maintenance of the common areas of the Shopping Center shall be provided by Landlord. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of the failure of such association to provide maintenance of common areas of the Shopping Center.

Tenant agrees to abide by and conform to and to cause its employees, suppliers, shippers, customers, and invitees to abide by and conform to any reasonable Rules and Regulations adopted by Landlord with respect to the Shopping Center. Landlord or such other person(s) as Landlord may appoint (the "Property Manager") shall have the exclusive control and management of the common areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for the noncompliance with such Rules and Regulations by other tenants, their agents, employees and invitees of the Shopping Center, provided Landlord takes reasonable steps to enforce such Rules and Regulations. In the event of a conflict, this Lease prevails over the Rules and Regulations.

5.05. Utilities. The Premises is sub-metered for gas and electric, and Tenant shall promptly pay when due all bills from the utility providers with respect to same. In addition, Tenant shall be responsible, at Tenant's sole cost and expense, for its own telecommunications facilities and related appliances and equipment. In the event that a tenant occupies the space adjacent to the Premises, Landlord shall have the Premises separately metered.

5.06. Cleaning; Security. Tenant shall be responsible, at Tenant's sole cost and expense, for its own cleaning and janitorial requirements, as well as any security systems, alarms systems or other theft deterrent systems that Tenant deems necessary or desirable for its Premises.

5.07. Waiver. Except as provided elsewhere in this Lease, Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of Landlord's failure to provide access, utilities or services that Landlord is required to provide hereunder, when such failure is due to Force Majeure or any other cause beyond Landlord's reasonable control.

6. CONDITION OF PREMISES. By taking possession of the Premises, Tenant agrees that the Premises, the Building and the Shopping Center are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building. Tenant acknowledges that it made a thorough and independent examination of the Premises and all matters relating to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that they are in any acceptable condition and meet Tenant's needs. Tenant accepts the Premises, the Building and the Shopping Center in their "AS IS, WHERE IS" condition existing as of the Commencement Date or the date that Tenant first takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, common areas, Building or Shopping Center for the conduct of Tenant's business.

7. REPAIRS AND MAINTENANCE.

7.01 Tenant's Responsibilities. Tenant will, at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the Term, and Tenant shall promptly and adequately repair all damage to the Premises, and replace or repair all damaged or broken fixtures and appurtenances, and such replacement or repair shall be under the supervision and subject to the approval of the Landlord and within any reasonable period of time specified by the Landlord. If Tenant does not do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including fifteen percent of the cost thereof (which shall include Landlord's overhead and general conditions) upon Landlord's statement for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord deems necessary or as Landlord may be required to do by governmental authority or court order or decree.

For purposes of Tenant's repair and maintenance responsibilities and not in limitation of the foregoing, the Premises shall be deemed to include that space within the demising walls thereof and the exterior walls, and shall extend to and include all exposed surfaces, and the finishes on the interior of the space, specifically including floor coverings, painting and wallpaper and related decorative finishes, ceiling tiles and grids, doors, cabinetry, interior lighting and light fixtures, windows, any Tenant installed systems or wiring. Tenant shall also be responsible for plumbing repairs of a minor nature (clogged toilet, minor leaks, etc.), and regular maintenance to the heating, ventilating and air conditioning system. If due to the fault, negligence or intentional act of Tenant, its employees, agents, business invitees, or vendors, any damage is done to any portion of the Building or Shopping Center other than the Premises, Landlord reserves the right to repair same and to assess the cost of same to Tenant. Tenant agrees to pay Landlord forthwith upon being billed by Landlord for same.

7.02 Landlord's Responsibilities. Landlord represents that the roof of the Premises and its structural components are good working order. Landlord shall be responsible for (i) repairing and maintaining the Building's electrical systems, plumbing systems (except for minor repairs), exterior lighting and roof, (ii) repairing and maintaining the structural components of the Building, including foundations, structural load-bearing walls, exterior walls, roof supports, columns, retaining walls, and footings, (iii) maintaining the Shopping Center parking facilities, curbs and sidewalks, including repaving, sealing and restriping when needed in Landlord's discretion, and (iv) major repairs or replacements of the heating, ventilating and air conditioning system servicing the Premises, except if any of the foregoing was the result of the negligence of Tenant or Tenant's failure to provide regular maintenance to same.

8. ADDITIONS AND ALTERATIONS.

8.01. Consent Required. Tenant shall not, without the prior written consent of Landlord which shall not be unreasonably withheld, make any alterations, improvements or additions to the Premises. Landlord's refusal to give said consent shall be conclusive. If Landlord consents to said alterations, improvements or additions, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to agree to restore the Premises to their original condition at the Commencement Date, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work (in the form of cash, letter of credit, bond, or other security satisfactory to Landlord), insurance against liabilities which may arise out of such work (in amounts and coverage acceptable to Landlord), and plans and specifications plus permits necessary for such work.

8.02. Alterations.

(a) Tenant shall not make or permit any alterations, installations, improvements, additions, or repairs, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, or the Building without Landlord's prior written consent, which Landlord may give or withhold in Landlord's exercise of reasonable discretion. As used herein, the term "Alterations" shall include, but not be limited to, carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. Along with any request for consent, Tenant shall deliver to Landlord plans and specifications for the Alterations and names and addresses of all prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant will, before commencing the Alterations, deliver to Landlord copies of all contracts, certificates of insurance, copies of all necessary permits and licenses and such other information relating to the Alterations as Landlord reasonably requests. Tenant will cause all approved Alterations to be constructed (i) in a good and workmanlike manner, (ii) in compliance with all applicable laws, (iii) in accordance with any applicable Rules and Regulations and with any design guidelines established by Landlord, (iv) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises or any other body exercising similar functions, and (v) during times reasonably determined by Landlord to minimize interference with other tenants' use and enjoyment of the Shopping Center. Notwithstanding the foregoing, Tenant shall be entitled to purchase

and install appliances, install security systems, renovate, repair, paint, decorate, re-carpet and otherwise perform construction to the interior of the Premises without the prior approval of Landlord provided such activities do not: (1) require the issuance of building permits; (2) does not alter or touch upon or require changes to the HVAC, electrical systems, plumbing, or structural portion of the Building; (3) cost more than \$5,000.00 per project

(b) Tenant shall pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's review, inspection and engineering time, and for any painting, restoring or repairing the Premises or the Building that the Alterations occasion. Prior to commencing any Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (i) demolition (if applicable) and payment and performance bonds, (ii) builder's "all risk" insurance in an amount at least equal to the replacement value of the Alterations, and (iii) evidence that Tenant and each of Tenant's contractors have in force commercial general liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 10. The insurance policies described in clauses (ii) and (iii) above must name Landlord, Landlord's lender and the Property Manager as additional insureds.

(c) Landlord may inspect construction of the Alterations. Immediately upon completion of any Alterations, Tenant will furnish Landlord with contractor affidavits and full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 8.02 within five (5) days after Landlord's written request and in any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or causes to be made to the Premises shall become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requests Tenant to remove the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord. Notwithstanding the foregoing, at Landlord's request Tenant shall remove all telephone, computer, security and other wiring and cabling located within the Premises or installed by Tenant, including without limitation any located within the walls of the Premises, on or before the Expiration Date or any earlier termination of this Lease.

(d) Tenant will keep the Premises, the Building and the Shopping Center free from any mechanics', materialmen's or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, the Building, and the Shopping Center, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises.

(e) Tenant may perform general decorating to the Premises, for which building permits are not required, without the Landlord's prior consent.

9. *INTENTIONALLY OMITTED.*

10. *INSURANCE.*

10.01. Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Article describes.

Section 1, Identification, General Information, and certification

injury, loss, or damage to persons or property occurring in the Premises or at the Building, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Building.

10.02. Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease, Tenant, to the fullest extent allowable under the law, will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all claims arising from: (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence or misconduct of Tenant, (c) any accident, injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Building.

10.03. Tenant's Waiver. In addition to the other waivers of Tenant described in this Lease and to the extent not expressly prohibited by law, Landlord and the other Landlord Parties are not liable for, and Tenant waives, any and all Claims against Landlord and the other Landlord Parties for any damage to Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, resulting directly or indirectly from: (a) any existing or future condition, defect, matter or thing in the Premises or the Building, (b) any equipment or appurtenance becoming out of repair, or (c) any occurrence, act or omission of any Landlord Party, any other tenant or occupant of the Building or any other person. This Article applies especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas and by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, ice, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, noise or the bursting or leaking of pipes or plumbing fixtures. The waiver this Article describes applies regardless whether any such damage results from an act of God, an act or omission of other tenants or occupants of the Building or an act or omission of any other person.

10.04. Tenant's Failure to Insure. Notwithstanding any contrary language in this Lease, if Tenant fails to provide Landlord with evidence of insurance as required under Article 10.01, Landlord may assume that Tenant is not maintaining the insurance Article 10.01 requires and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord 115% of all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Article does not relieve Tenant from any default under this Lease.

11. DAMAGE OR DESTRUCTION.

11.01 Tenantable Within 180 Days. Except as provided in Article 11.03, if fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant that Landlord will repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible within the 180 day period (subject to delays caused by Tenant Delays or Force Majeure). Landlord will provide the notice within 30 days after the date of the casualty. In such case, this Lease remains in full force and effect, but, except as provided in Article 10.02(c), Rent for the period during which the Premises are untenable abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises).

11.02. Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this Article, Tenant may

Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

(a) Liability Insurance. Commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the Premises and Tenant's activities in the Premises and upon and about the Building, on an occurrence basis, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements: (i) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (ii) naming Landlord, its beneficiary, lender(s) and property manager ("*Landlord Parties*") as additional insureds by an "Additional Insured - Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (iii) waiving the insurer's subrogation rights against Landlord Parties; (iv) providing Landlord with at least 30 days prior notice of modification, cancellation or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary basis and will not contribute with any insurance Landlord maintains. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a per location basis.

(b) Property Insurance. At Tenant's option, property insurance providing coverage at least as broad as the current ISO Special Form (all-risks) policy in an amount not less than the full insurable replacement cost of all of Tenant's trade fixtures and other personal property within the Premises and including business income insurance covering at least nine months loss of income from Tenant's business in the Premises. If Tenant provides such property insurance under a blanket policy, the insurance must include an agreed amount, no coinsurance provisions.

(c) Other Insurance. Such other insurance as may be required by any laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar office buildings in the area in which the Premises is located increase or otherwise change, Landlord may likewise increase or otherwise change Tenant's insurance obligations under this Lease.

(d) Miscellaneous Insurance Provisions. All of Tenant's insurance will be written by companies rated at least "Best A-VII" and otherwise reasonably satisfactory to Landlord. Tenant will deliver a certified copy of each policy, or other evidence of insurance satisfactory to Landlord: (i) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 certificate and will attach or cause to be attached to the certificate copies of the endorsements this Article requires (including specifically, but without limitation, the additional insured endorsement). Tenant's insurance must permit releases of liability and provide for waiver of subrogation as provided in 10.01(e) below.

(e) Tenant's Waiver and Release of Claims and Subrogation. To the extent not prohibited by the law, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all claims arising out of personal injury or damage to or destruction of the Premises, Building, Shopping Center or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such claim results from the negligence or fault of any Landlord Party or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Building at Tenant's sole risk. No Landlord Party is liable for any damage to such property or for any theft, misappropriation or loss of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any

terminate this Lease by notifying Landlord within 30 days after the date of Landlord's notice, which termination will be effective 30 days after the date of Tenant's notice.

11.03. Building Substantially Damaged. Notwithstanding the terms and conditions of Article 11.01, if the Building is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either: (a) fewer than 15 months remain in the Term, or (b) the damage reduces the value of the improvements in the Building by more than 50% (as Landlord reasonably determines value before and after the casualty), then, regardless whether Landlord determines (in Landlord's reasonable discretion) that it can make the Building tenantable within 180 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.04. Insufficient Proceeds. Notwithstanding any contrary language in this Article 11, if this Article 11 obligates Landlord to repair damage to the Premises or Building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

11.05. Landlord's Repair Obligations. If this Lease is not terminated under Articles 11.02 through 11.04 following a fire or other casualty, then Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant Delays or Force Majeure) and, except as provided in Article 10.02(c). Rent for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any alterations or Tenant's improvements that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, any personal property, or any other property of Tenant.

11.06. Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Lease under this Article 11; Landlord will apportion Rent on a per diem basis and Tenant will pay the same to: (a) the date of the fire or other casualty if the event renders the Premises completely untenable, or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided that if a portion of the Premises is rendered untenable, but the remaining portion is tenantable, then, except as provided in Article 10.02(c), Tenant's obligation to pay Rent abates pro rata (based upon the rentable area of the untenable portion of the Premises divided by the rentable area of the entire Premises) from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).

11.07. Exclusive Casualty Remedy. The provisions of this Article are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by law, Tenant waives the benefits of any law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article.

12. **CONDEMNATION.** If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render (in Landlord's reasonable judgment) the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority and Landlord shall make a pro rata refund to Tenant of any prepaid Rent. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Landlord, and (except as provided in the next sentence) Tenant hereby assigns to Landlord its interest, if any, in said award. Notwithstanding the foregoing, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses (provided that such separate

award does not reduce or diminish in any fashion the award otherwise payable to Landlord); provided, however, Tenant shall in no event have any right to receive any award for its interests in this Lease or for loss of leasehold value.

In the event that fifty percent (50%) or more of the Building area or appurtenances or fifty percent (50%) or more of the value of the Building is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or if less than 50% in either instance is taken, but such percentage taken, in Landlord's reasonable opinion, renders it economically infeasible to restore the Building or Premises to a complete architectural unit, then, at Landlord's option, by written notice to Tenant mailed within sixty (60) days from the date possession shall be taken by such public authority, Landlord may terminate this Lease effective upon a date within ninety (90) days from the date of such notice to Tenant.

Further, if the whole or any part of the Premises is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render the remaining portion of the Premises unsuitable, in Landlord's reasonable opinion, for the purposes intended hereunder, upon delivery of possession to the condemning authority pursuant to the proceedings, Tenant may, at its option, terminate this Lease as to the remainder of the Premises by written notice to Landlord. Such notice is to be given to Landlord within thirty (30) days after Tenant receives notice of the taking. Tenant shall not have the right to terminate this Lease pursuant to the preceding sentence unless (i) the business of Tenant conducted in the portion of the Premises taken cannot, in Tenant's reasonable judgment, be carried on with substantially the same utility and efficiency in the remainder of the Premises (or any substitute space securable by Landlord pursuant to clause (ii) hereof); and (ii) Tenant cannot secure substantially similar (in Tenant's reasonable judgment) alternate space upon the same terms and conditions as set forth in this Lease (including rental) from Landlord in the Shopping Center. Any notice of termination shall specify the date, no more than sixty (60) days after the giving of such notice as the date, for such termination; provided, however, that such termination date shall be accelerated in accordance with the requirements of the condemning authority.

Anything in this Article to the contrary notwithstanding, in the event of a partial condemnation of the Building or Premises and this Lease is not terminated, Landlord shall, at its sole cost and expense, restore the Building and Premises to a complete architectural unit and the Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceeding to the termination of this Lease shall be reduced to a sum equal to the product of the Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

13. ASSIGNMENT AND SUBLETTING.

13.01. Except as provided in 13.02, Tenant shall not, without the prior written consent of Landlord (which consent shall not unreasonably be withheld) (i) assign, convey or mortgage this Lease or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this Lease or any lien upon Tenant's interest herein, involuntarily or by operation of law; (iii) sublet the Premises or any portion thereof; or (iv) permit the use of the Premises by any parties other than Tenant and Tenant's employees. Any such action on the part of Tenant shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer, or Landlord's election to accept any assignee, subtenant or transferee as Tenant hereunder and to collect rent from such assignee, subtenant or transferee, shall not release the original Tenant from any covenant or obligation under this Lease unless Landlord so agrees in writing. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of the right of Landlord to withhold its consent to any further assignment, subletting or transfer.

13.02. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the Premises, in whole or in part, to one or more related, affiliated or commonly

controlled entities of or to Tenant (i) in connection with the sale of all or substantially all of the stock or assets of Tenant or a business unit; (ii) in connection with the sale of any of the group(s), division(s) or section(s) of all or substantially all of the assets of any of such group(s), division(s) or section(s) of Tenant occupying the Premises; or (iii) by operation of law. No assignment or sublease shall relieve Tenant of any liability hereunder unless so specified in the instrument by which Landlord provides its consent to same.

(c) If the Tenant subleases or assigns this Lease and collects rents due thereunder, then Tenant shall be entitled to all amounts received by Tenant in connection with such subletting in excess of the Rent Tenant is obligated to pay Landlord hereunder.

14. **SURRENDER OF POSSESSION.** Upon the expiration of the Term, Renewal Term (if applicable), or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear and tear excepted, and shall, if Landlord so requires, restore the Premises to the condition existing at the beginning of the Term including the removal of any additions and alterations approved by Landlord from time to time, if requested to do so. At the termination of the Term or of Tenant's right of possession, Tenant agrees to remove Tenant's office furniture, trade fixtures, office equipment and all other items of Tenant's personal property on the Premises. Tenant shall pay to Landlord, upon demand, the cost of repairing any damage to the Premises and to the Shopping Center caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may, at its option, accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

15. **HOLDING OVER.** Tenant shall pay to Landlord an amount as Rent equal to 150% of the Rent herein provided during each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the sole option of Landlord, expressed in a written notice to Tenant within the first 30 days of the holdover period, such holding over shall constitute a renewal of this Lease for a period of one year on the same terms and conditions herein contained, except the Rent for the one-year hold-over period shall be 150% of the Rent paid in the prior year. The provisions of this Article shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord at law or as provided herein.

16. **TENANT'S INFORMATION.** Tenant agrees that, from time to time upon not less than (10) days prior request by Landlord, the Tenant or Tenant's duly authorized representative shall deliver to Landlord a completed Tenant's estoppel letter certifying the following information: (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (ii) the date to which Rent is paid in advance; (iii) the amount of Tenant's security deposit, if any; and (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder, or specifying such defaults, events or conditions, if any are claimed, it being intended that such Tenant's estoppel letter may be relied upon by any mortgagee of Landlord or by any other person, firm or entity to whom Landlord may further direct Tenant to address same. Tenant shall execute and deliver such completed estoppel letter, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant shall be in default under this Lease.

In addition to the foregoing Tenant's estoppel letter, no more than once during any twelve (12) month calendar period, Tenant agrees to provide to Landlord within ten (10) days after Landlord's written request for

same, copies of Tenant's audited financial statements (being Tenant's balance sheet and profit and loss statement) and tax return for the immediately preceding fiscal quarter and fiscal year. If such information is not audited, then it shall be certified as accurate by the chief financial officer of Tenant. Landlord agrees to respect the confidentiality of such information, and shall utilize and disclose such information only in connection with a sale, exchange, or financing of the Building.

17. **SUBORDINATION.** This Lease is subject and subordinate to all present and future ground or underlying leases of the land and to the lien of any mortgages or trust deeds, now and hereafter in force, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds or the lessors under such ground lease or underlying leases require, in writing, that this Lease shall be superior thereto. Tenant shall, at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant hereby irrevocably authorizes Landlord to execute and deliver, in the name of Tenant, any such instrument or instruments (including the Tenant's estoppel letter described in the preceding Article) if Tenant fails to do so, provided that such authorization shall in no way relieve Tenant from the obligation of executing such instruments of subordination or superiority.

Landlord shall use its best efforts to have any lender execute and deliver a form of subordination, attornment and non-disturbance agreement in form and substance acceptable to such lender.

18. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent and any other claim:

18.01. To install, affix and maintain any and all signs on the exterior of the Building or the Shopping Center;

18.02. To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Shopping Center, or any part thereof, and for such purposes, to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and the Shopping Center, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises remain reasonably accessible and usable;

18.03. To furnish door keys in the Premises at the commencement of the Lease and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves and releases the Landlord of all responsibility for theft, robbery and pilferage. Upon the expiration of the Term or of Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises;

18.04. To approve the weight, size and location of safes, vaults, filing systems, and other heavy equipment and articles in and about the Premises and the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant;

18.05. To show the Premises to prospective purchasers of the Building or to prospective lender at any time during the Term at reasonable hours, to show the Premises to prospective tenants at reasonable hours during the last twelve months of the Term, and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy;

18.06. To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations; and

18.07. To enter the Premises at any reasonable time during business hours upon reasonable notice to Tenant to inspect the Premises.

18.08. To prescribe rules and regulations from time to time for the use, entry, operation and management of the Shopping Center, each of which rules and regulations and any amendments thereto shall be deemed a part of this Lease. Tenant shall comply with all such rules and regulations provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

19. DEFAULT; LANDLORD'S REMEDIES.

19.01. Default. Any one or more of the following shall be deemed to be an "Event of Default" hereunder: (a) if default shall be made in the timely payment of Rent, or any installment thereof; or (b) if default shall be made in the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for five (5) days after written notice to Tenant; or (c) if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform, and such default shall continue for ten (10) days after written notice to Tenant; or (d) if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant; or (e) if the interest of Tenant in this Lease shall be levied on under execution or other legal process; or (f) if any voluntary petition in Bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant; or (g) if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency laws and shall not have been dismissed within sixty (60) days from the filing thereof; or (h) if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of appointment; or (i) if Tenant shall make an assignment for the benefit of creditors; or (j) if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature; or (k) if Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default (for the purposes of this subsection, the occurrence of similar defaults three times during any twelve month period shall constitute a repeated default). The occurrence of any one or more of the foregoing Events of Default shall be a breach of this Lease.

19.02. Remedies. Upon the occurrence of an Event of Default hereunder, at Landlord's sole option, it may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages a sum of money equal to the excess of the value of the Rent provided to be paid by Tenant for the balance of the Term over the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for said period. Should the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term,

exceed the value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession, or other appropriate legal proceedings, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, equip, remodel or alter the Premises to the current market standard. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

20. **EXPENSES OF ENFORCEMENT.** In the event of litigation of any dispute or controversy arising from, in, under or concerning this Lease and any amendment hereof, including without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action shall be entitled to recover from the other party in such action, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party. In addition, Tenant agrees to reimburse Landlord for all reasonable attorney fees incurred by Landlord in connection with any assignment or sublease transaction.

21. **SECURITY DEPOSIT.** Tenant hereby deposits with Landlord the sum set forth in the Introductory Article (the "Deposit") as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder.

21.01. If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain the whole or any part of the Deposit as damages for Tenants' default under Article 19, or for the payment of: (i) any Rent or other sums of money which Tenant may not have paid when due, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises. The use, application or retention of the Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Deposit) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand therefor is made by Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Deposit to its original amount.

21.02. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Deposit, or any balance thereof, shall be returned to Tenant, without interest, after the last to occur of the expiration of the Term or upon any later date after which Tenant has vacated the Premises.

21.03. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Building (and in the Shopping Center) and in this Lease and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the Deposit to the transferee or mortgagee. Upon written acknowledgment of transferee's or mortgagee's receipt of such Deposit, Landlord shall thereby

be released by Tenant from all liability or obligation for the return of such Deposit and Tenant shall look solely to such transferee or mortgagee for the return of the Deposit.

21.04. The Deposit shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant without the prior written consent of Landlord.

22. **REAL ESTATE BROKER.** Tenant represents that the Tenant has dealt with the commercial real estate broker identified in the Introductory Article as its broker in connection with this Lease, and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith unless one is identified in the Introductory Article hereof. Tenant agrees to indemnify, defend and hold Landlord and its beneficiaries, employees, mortgagees, agents, their officers and partners, harmless from and against any claims made by any broker or finder other than the broker named in the Introductory Article hereof for a commission or fee in connection with this Lease, who claim to have represented Tenant, introduced Tenant to Landlord or the property, or whose claim otherwise derives by through or under Tenant.

23. **MORTGAGEE CLAUSE.**

23.01. Tenant agrees to give any mortgagees, trust deed holders and lessors of ground or underlying leases, by registered mail, a copy of any notice of default served upon the Landlord by Tenant, provided that, prior to such notice, Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases or otherwise) of the address of such mortgagees, trust deed holders and/or lessors. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees, trust deed holders and/or lessors shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, if, within such thirty (30) days, any mortgagee, trust deed holder and/or lessor has commenced and is diligently pursuing the remedies necessary to cure such default. Such period of time shall be extended by any period within which such mortgagee, trust deed holder and/or lessor is prevented from commencing or pursuing foreclosure or termination proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for the mortgagee, trust deed holder and/or lessor to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default.

23.02. No mortgagee, trust deed holder and/or lessor and no person acquiring title to the Building or Shopping Center by reason of foreclosure or termination proceedings or by conveyance in lieu of foreclosure or termination proceedings shall have any obligation or liability to Tenant on account of the Deposit unless such mortgagee, trust deed holder, lessor or title holder shall have actually received such Deposit.

24. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, and each of such remaining terms and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. **NOTICES.** All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given: (i) when personally delivered, (ii) when sent by electronic mail (with hard copy to follow by regular mail, unless waived by the recipient) during a business day (or on the next business day if sent after the close of normal business hours, or on any non-business day), (iii) one (1) business day after being sent by reputable overnight express courier (charges prepaid), or (iv) three (3) business days following mailing by certified or registered mail, postage prepaid and return receipt requested. Notices shall be provided to the parties and addresses, and email addresses as applicable, specified in the Introductory Article. Either party may by notice to the other specify a different address for notice purposes except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes.

26. **SIGNAGE.** Tenant shall not place any signage upon the Premises, the Building or the Shopping Center without Landlord's prior written consent which will not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right to affix a single sign to the Building, subject to the approval of Landlord, which shall not be unreasonably withheld. All signage shall comply with applicable zoning, building codes, and ordinances. All costs associated with the fabrication and installation of said signage shall be paid solely by Tenant. Under no circumstances shall Tenant place a sign on any roof of the Building. If Landlord maintains a "monument" form of signage for the Shopping Center, Tenant shall be entitled to install its own identity placard or insert onto same.

27. **MISCELLANEOUS.**

27.01. **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

27.02. **Overdue Amounts -- Rent Independent.** Any installment of Rent, or other charges to be paid by Tenant accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate equal to the prime rate as established from time to time by American Chartered Bank, plus 4%, from the date when the same is due until the same shall be paid; but if such interest rate should exceed the maximum interest rate permitted by law, then such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant covenants and acknowledges that the obligation to pay the Rent, or any other charges hereunder are independent of any other covenant, condition, provision or agreement herein contained.

27.03. **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and subsections thereof are for convenience of reference only and shall not be deemed to limit, construe, affect or alter the meaning of such sections, subsections or Articles.

27.04. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of the Landlord and of Tenant, but also of their respective successors or assigns, provided, however, that this clause shall not be construed as to permit any assignment or sublease by Tenant contrary to the provisions hereof.

27.05. **Lease Contains All Terms.** All of the representations and obligations of Landlord and Tenant are contained herein and in any exhibits that might be attached hereto, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding unless in writing signed by Landlord and Tenant with such modification, waiver or amendment containing an express reference to this paragraph.

27.06. **Modification of Lease.** If any lender requires, as a condition to its lending funds or the subsistence of a loan of already disbursed funds (the repayment of which is to be secured by a mortgage or trust deed on the Building or the Shopping Center), that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

27.07. **Tenant's Claims.** Any claim which Tenant may have against Landlord for default in performance of any of the obligations herein contained to be kept and performed by Landlord shall be deemed waived unless: (i) such claim is asserted by written notice thereof to Landlord within ten days of commencement of the alleged default or of accrual of the cause of action and (ii) unless suit is brought thereon within six months subsequent to the accrual of such cause of action.

27.08. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the Building (and/or the Shopping Center) and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgagee(s), trust deed holder(s) or lessor(s) of ground or underlying lease(s) as additional security, and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

27.09. Compliance with Law. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Tenant to comply with this section, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

27.10. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, in its sole discretion, may elect.

27.11. Force Majeure. Landlord shall not be chargeable with, liable for, or responsible to Tenant for anything or in any amount for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the control of Landlord ("Force Majeure"), and any such failure or delay due to said causes, or any of them, shall not be deemed a breach of or default in the performance of this Lease. Notwithstanding, no act or event of Force Majeure shall apply to Tenant's obligation to pay Rent hereunder.

27.12. Hazardous Materials.

(a) As used herein, the term "Hazardous Substances" shall mean any chemical, substance, medical or other waste, living organism or combination thereof which is or may be hazardous to the environment or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects. "Hazardous Substances" shall include, without limitation, petroleum hydrocarbons, including crude oil or any fraction thereof, asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances which now or in the future may be defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," "toxic substances," "infectious wastes," "biohazardous wastes," "medical wastes," "radioactive wastes" or which are otherwise listed, defined or regulated in any manner pursuant to any Environmental Laws. As used herein, "Environmental Laws" means all present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, licenses, approvals and other entitlements, and rules of common law, pertaining to Hazardous Substances, the protection of the environment or human or animal health or safety.

(b) Tenant shall not cause or permit any Hazardous Substance to be used, manufactured, stored, discharged, released or disposed of in, from, under or about the Premises, the Building, the Shopping Center or any other land or improvements in the vicinity thereof, excepting only, if applicable, such minor quantities of materials as are normally used in office buildings, and then only in strict accordance with all Applicable Laws. Without limiting the generality of the foregoing, Tenant, at its sole cost, shall comply with all

Environmental Laws. If the presence of Hazardous Substances on the Premises or elsewhere in the Shopping Center caused or permitted by Tenant results in contamination of the Premises or any other portion of the Shopping Center, or any soil or groundwater in, under or about the Shopping Center, Tenant, at its expense, shall promptly take all actions necessary to return the Premises or the Shopping Center or portion thereof affected, to the condition existing prior to the appearance of such Hazardous Materials. The termination of this Lease shall not terminate or reduce the liability or obligations of Tenant under this Article 27.12, or as may be required by law, to clean up, monitor or remove any Hazardous Substances.

(c) Tenant shall indemnify, protect, defend and hold harmless Landlord, the Property Manager, and their respective officers, directors, trustees, agents and employees from and against all losses, costs, claims, damages, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) arising out of or in connection with any Hazardous Substances on, in, under or affecting the Premises, Building, Shopping Center, or any part thereof that are or were attributable to Tenant or any employee, invitee, licensee, agent, contractor, or permitted subtenant or anyone claiming under Tenant or other person or entity acting at the direction, knowledge or implied consent of Tenant, including, without limitation, any cost of monitoring or removal, any reduction in the fair market value or fair rental value of the Premises, the Building or the Shopping Center, and any loss, claim or demand by any third person or entity relating to bodily injury or damage to real or personal property and reasonable attorneys' fees and costs.

(d) Tenant shall surrender the Premises to Landlord, upon the expiration or earlier termination of the Lease, free of Hazardous Substances which are or were attributable to Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant. If Tenant fails to so surrender the Premises, Tenant shall indemnify and hold Landlord harmless from all losses, costs, claims, damages and liabilities resulting from Tenant's failure to surrender the Premises as required by this Section, including, without limitation, any claims or damages in connection with the condition of the Premises including, without limitation, damages occasioned by the inability to relet the Premises or a reduction in the fair market and/or rental value of the Premises, the Building or the Shopping Center or any portion thereof, by reason of the existence of any Hazardous Substances, which are or were attributable to the activities of Tenant or any employee, invitee, licensee, agent or contractor of Tenant, or anyone claiming under Tenant.

(e) Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage and removal of potentially infectious medical waste generated in the Premises or the Shopping Center, and Tenant shall provide incineration or other proper disposal of same. This includes, but is not limited to:

(i) **Cultures and Stocks** - Cultures and stocks of agents infectious to humans, and associated biologicals. For example: cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

(ii) **Pathological Wastes** - Human pathological wastes. For example: tissue, organs and body parts, and body fluids that are removed during medical procedures and specimens of body fluids and their containers.

(iii) **Blood and Body Products** - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

(iv) **Sharps** - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories. For example: hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

(v) Unused sharps and discarded hypodermic, I.V. and other medical needles, hypodermic, I.V. syringes, and scalpel blades are considered part of infectious medical wastes as it is often difficult to determine if they have been used. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default hereunder. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's medical practice. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

27.14 Guaranty. As additional security for the prompt, full and faithful performance of each and every obligation of Tenant hereunder, said obligations have been guaranteed by the "Guarantor" described in Article 1 above, pursuant to the Guaranty of Lease attached hereto as Exhibit D.

27.14. WAIVER OF JURY TRIAL. LANDLORD AND TENANT WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT, AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT HE HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF HIS OWN FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

27.15. No Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of money by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

27.16. Accord and Satisfaction. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

27.17. Time of the Essence. Time is of the essence for each and every provision contained in the Lease. Whenever a period of time is provided in this Lease for Landlord or Tenant to do or perform any act or thing, neither Landlord nor Tenant shall be liable or responsible for any delays due to any Force Majeure event (except for Tenant's obligation to pay Rent hereunder) and in any such event said time period shall be extended for the amount of time Landlord or Tenant is so delayed.

27.18 Electronic Delivery: Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to

electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

27.19 Confidentiality. Landlord, Tenant, and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the Lease, whether obtained before or after the execution and delivery of this Lease, and shall not disclose the same to others; provided, however, that it is understood and agreed that the Parties may disclose such data and information to their employees, consultants, lenders, accountants as necessary to perform their respective obligations hereunder. In the event this Lease is terminated by either Party, all statements, documents, schedules, exhibits or other written information obtained in connection with this Lease shall be returned to the respective Party. The terms of this paragraph shall not apply to information that is otherwise available to the public.

27.20. Landlord/Tenant Undertakings.

(a) Landlord shall not rent, lease, or otherwise allow a third-party tenant to occupy any space owned or controlled by Landlord within a five (5) miles radius of the Shopping Center for providing hemodialysis services without first obtaining the written consent of Tenant.

(b) To the best of Landlord's knowledge, the Shopping Center is not in a flood plain or special flood hazard area.

(b) Tenant shall not: (i) use a representation (photographic or otherwise) of the Building or the Shopping Center or their name(s) in connection with Tenant's business; or (ii) suffer or permit anyone, except in emergency, to go on the roof of the Building.

27.21 Attachments. Attached are the following documents which constitute a part of this Lease:

Exhibit A	Description of the Premises (Floor Plan)
Exhibit B	Work Letter
Exhibit C	Confirmation of Commencement Date & Acceptance of Possession of Premises
Exhibit D	Guaranty

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first set forth above.

LANDLORD: 87TH PLAZA, LLC, an Illinois limited liability company,

By: _____

Its: _____

TENANT: _____

By: _____

Its: _____

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LEASE AGREEMENT
EXHIBIT B

WORK LETTER

This Work Letter ("Work Letter") shall set forth the terms and conditions relating to the construction of the Premises. All references in this Work Letter to the "Lease" shall mean the relevant portions of the Lease to which this Work Letter is attached as Exhibit B.

Section 1. Scope of Landlord's Work. Landlord agrees to perform, at its cost, the following work for the benefit of the Premises: (i) construct the demising wall for the Premises; (ii) install a new HVAC unit to service the Premises; (iii) install a rear exit service door (the location of which will be determined in consultation with the Tenant); (iv) renovate the façade of the Building in which the Premises are located; and (v) patch and repair potholes in the Shopping Center parking lot, sealcoat same, and re-stripe same (collectively, "Landlord's Work"). Landlord shall commence Landlord's Work immediately after the Possession Date, and shall complete same no later than the Commencement Date. All other work to be performed to construct the improvements necessary for the conduct of Tenant's business in the Premises (the "Tenant's Work") shall be performed by Tenant at its cost (except as set forth below).

Section 2. Plans and Specifications. Immediately upon the execution of the Lease, Tenant shall engage its architect (the "Architect") to prepare architectural and engineering construction drawings, including mechanical, electrical and plumbing plans, all sufficient to submit to the governmental authorities for permit to proceed with Tenant's Work (the "Plans and Specifications").

Section 3. Plan Approval. Upon receipt of the Plans and Specifications, Tenant shall forward same to Landlord for review and approval. Within ten (10) business days after the delivery of the Plans and Specifications from Tenant, Landlord shall approve or disapprove same. If the Plans and Specifications are disapproved, Landlord shall notify Tenant in writing, detailing with appropriate specificity, that portion or element of the item disapproved and the reasons for such disapproval. Upon Landlord's disapproval, Tenant shall have such disapproved element or component modified and shall promptly resubmit same to Landlord. Thereafter, in each instance (if more than one) of further resubmission of a disapproved component, Landlord shall have two (2) business days within which to approve or disapprove each such re-submittal. Said sequence of resubmission and approval or disapproval as aforesaid, shall continue until such time as all of the components comprising the Plans and Specifications have been approved by Tenant and Landlord.

Section 4. Construction. In performing Tenant's Work, Tenant shall adhere to the provisions of Section 8 of the Lease.

Section 5. Cost of the Work. Landlord shall be solely responsible for the cost of Landlord's Work. Tenant shall be solely responsible for the cost of Tenant's Work, provided however that Landlord agrees to reimburse Tenant for the cost of the Tenant's Work in an amount not to exceed Forty Dollars (\$40.00) per square foot, or \$179,400.00 ("Landlord's Allowance"). Landlord's obligation to pay the Landlord's Allowance to Tenant is predicated on Tenant's satisfaction of all of (a) and (b) below:

- (a) Tenant shall have delivered to Landlord:
 - (i) final, unconditional lien waivers from Tenant's general contractor and all sub-contractors covering all of Tenant's Work;
 - (ii) a statement from Tenant's Architect certifying that Tenant's Work has been completed in accordance with Tenant's Plans and Specifications;

- (iii) a Certificate of Occupancy from the Village of Hickory Hills for the Premises;
and
 - (iv) a set of "as built" Plans and Specifications.
- (b) Tenant has performed the following Lease obligations:
- (i) Tenant has paid the first monthly installment of Rent due on the Commencement Date;
 - (ii) Tenant has opened for business and is operating its business within the Premises;
and
 - (iii) Tenant is not in default of any term of this Lease.

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**LEASE AGREEMENT
EXHIBIT C**

**CONFIRMATION OF COMMENCEMENT DATE
AND ACCEPTANCE OF POSSESSION OF PREMISES**

**DECLARATION BY LANDLORD AND TENANT AS TO DATE OF DELIVERY AND ACCEPTANCE
OF POSSESSIONS OF PREMISES**

Attached to and made a part of the Lease Agreement dated the ____ day of _____ 2018 (the "Lease Agreement") entered into and by 87th PLAZA, LLC, as Landlord, and DIALYSIS CARE CENTER HICKORY HILLS, INC., as Tenant.

Landlord and Tenant affirm that possession of the Premises was accepted by Tenant on the ____ day of _____, 2018. All Landlord's Work has been completed, and the Premises have been constructed and finished by Tenant to its satisfaction, and the Lease Agreement is in full force and effect, and as of the date hereof. The Commencement Date of the Lease Agreement is established as the ____ day of _____, 2018. The Termination Date of the Lease Agreement is established as the ____ day of _____, 2018.

TENANT:

**DIALYSIS CARE CENTER HICKORY
HILLS, INC., an Illinois corporation**

By: _____

Print Name: _____

Title: _____

LANDLORD:

**87th PLAZA, LLC,
an Illinois limited liability company**

By: _____

Print Name: _____

Title: _____

EXHIBIT D**GUARANTY OF LEASE**

WHEREAS, DIALYSIS CARE CENTER HICKORY HILLS, LLC, an Illinois limited liability company ("Lessee") is party to a Lease Agreement dated _____, 2018, in which 87th PLAZA, LLC, an Illinois limited liability company is the ("Lessor"); and

WHEREAS, the undersigned DIALYSIS CARE CENTER HOLDINGS, LLC, an Illinois limited liability company (the "Guarantor") is affiliated with the Lessee, and desires that Lessor enter into the Lease described below, which lease transaction will benefit Guarantor;

NOW THEREFORE, for value received and other financial and accommodations from time to time afforded to the Lessee by Lessor, the undersigned hereby unconditionally guaranties the full and prompt payment and performance to Lessor of any and all obligations and liabilities of every kind and nature of Lessee to the Lessor, however created, arising or evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, due or to become due and howsoever owned, held or acquired, including, but not limited to, the full and prompt payment and performance of the terms and conditions of that certain Lease Agreement dated _____, 2018 related to the premises at 8851 West 87th Street, Hickory Hills, IL 60457 (the "Lease") and all of the rent, taxes, assessments and utilities, and other liabilities of Lessee under the Lease. The undersigned further agrees to pay all costs and expenses, legal or otherwise (including, but not limited to, court costs and attorney's fees), paid or incurred by Lessor in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereof, and in enforcing this Guaranty (including, but not limited to, any attorneys' fees and costs in connection with any bankruptcy proceeding of Lessee or of the Guarantor).

This Guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until all rent, taxes, assessments and utilities and other liabilities under the Lease shall be fully paid and satisfied. In case of any Event of Default (as defined in the Lease), death, incompetency, dissolution, liquidation or insolvency (however evidenced) of, or the institution of any receivership proceeding or proceeding under the bankruptcy laws by either the Lessee or the undersigned, or the institution of any involuntary bankruptcy petition against Lessee or the Guarantor which shall not have been dismissed or withdrawn within 60 days after filing, any or all of the indebtedness hereby guaranteed then existing shall, at the option of Lessor, immediately become due and payable from the undersigned. Notwithstanding the occurrence of any such event, this Guaranty shall continue and remain in full force and effect.

The rent, taxes assessments and utilities guaranteed hereunder shall in no event be affected or impaired by any of the following (any of which may be done or omitted by Lessor from time to time, without notice to the undersigned): (a) any sale, pledge, surrender, compromise, settlement, release extension, indulgence, alteration, substitution, change in, modification or other disposition of any of said rent, taxes, assessments and utilities, or other liabilities, whether express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor; (b) any acceptance by Lessor of any security for, or other guarantors upon any of said rent, taxes, assessments and utilities or other liabilities; (c) any failure, neglect or omission on the part of Lessor to realize upon or protect any of said rent, taxes, assessments and utilities or other liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Lessee possessed by Lessor, toward the liquidation of said indebtedness, obligations or liabilities; (d) any application of payments or credits by Lessor; (e) any release or discharge in whole or in part of any other guarantor of said rent, taxes, assessments and utilities or other liabilities; or (f) any act of commission or omission of any kind or at any time upon the part of Lessor with respect to any matter whatsoever. Lessor shall have the sole and exclusive right to determine how, when and to what extent application of payments and credits, if any, shall be made on said

rent, taxes, assessments and utilities or other liabilities, or any part of them. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of Lessor at any time to resort for payment to Lessee or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

The undersigned acknowledges and agrees that Guarantor's liability pursuant to this Guaranty shall be and is joint and several with respect to each Guarantor, and with any other guaranty of said rent, taxes, assessments and utilities or other liabilities by any other person or entity, whether any such other guaranty now exists or hereinafter arises. Guarantor expressly waives presentment, protest, demand, notice of dishonor or default, and notice of acceptance of this Guaranty. Guarantor waives any claim which the undersigned may have to indemnification, reimbursement, contribution or subrogation from Lessee of any of said rent, taxes, assessments and utilities or other liabilities for any amount paid by the undersigned pursuant to this or any other guaranty.

Lessor may without notice to the undersigned, sell, assign or transfer all of its rights in and to the payments set forth therein for rent, taxes, assessments and utilities and other liabilities, or any part thereof, and in that event, each and every immediate and successive assignee, transferee or holder of all or any part of said right to rent, taxes, assessments and utilities or other liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits.

No delay on the part of Lessor in the exercise of any right or remedy under any agreement (including but not limited to the Lease or this Guaranty) shall operate as a waiver thereof, including, but not limited to, any delay in the enforcement of any security interest, and no single or partial exercise by Lessor of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Guaranty shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts wholly executed and performed within the boundaries of that state. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. The recitals set out above are incorporated herein as an integral part of this Guaranty. This Guaranty shall be binding upon the undersigned and the undersigned's representatives, successors, executors, heirs and assigns.

The undersigned represents and warrants to Lessor that: (a) the execution and delivery of this Guaranty, does not and will not contravene or conflict with any provisions of (i) law, rule, regulation or ordinance or (ii) any agreement binding upon the undersigned or the undersigned's properties, as the case may be; and (b) this Guaranty is the legal, valid and binding obligations of the undersigned, enforceable against the undersigned in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights and remedies of creditors and except as the availability of equitable remedies is subject to judicial discretion; and (c) the financial statements and other information submitted by the undersigned to the Lessor accurately present the financial condition of such person as of the date stated therein and there have been no material adverse changes in such financial conditions since those dates.

All notices and other communications required or permitted to be given to the undersigned or to Lessor shall be done in accordance with the procedure set forth in the Lease to the addresses set forth below the signature lines of this Guaranty. The undersigned acknowledges, agrees and consents to the terms and conditions of the Lease, copies of which have been received by the undersigned. The undersigned acknowledge that the undersigned have reviewed the Lease, and that Lessor has recommended to the

undersigned that the undersigned be advised by counsel in connection with the terms, execution and delivery of this Guaranty.

[SIGNATURE PAGE FOLLOWS]

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SECTION IX. 1120.130 - ECONOMIC FEASIBILITY

Financial Viability Waiver

Dialysis Care Center Hickory Hills 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 Hickory Hills 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, 2nd Floor
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify the following:

- Dialysis Care Center Hickory Hills 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.

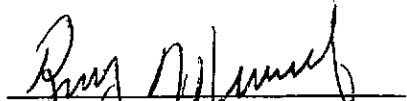
Sincerely,



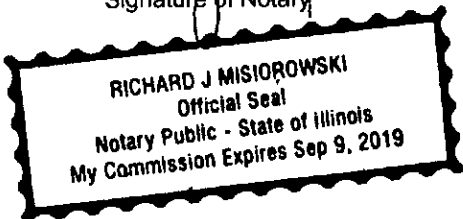
Asim M Shazzad
Chief Operating Officer

Notarization:

Subscribed and sworn to before me
this 7 day of FEBRUARY



Signature of Notary



Section IX. Financial and economic Feasibility

Conditions of Debt financing

Dialysis Care Center Hickory Hills 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 Hickory Hills 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			4,485			\$560,625.00	\$560,625.00
Contingency		\$13.38			4,485			\$60,000	\$60,000
TOTALS		\$138.38			4,485			\$620,625.00	\$620,625.00

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 Hickory Hills**

Initial Base rent + CAM	\$	16.35
Escalation		3.0%
Rentable square feet		4485
Term		7
Discount Rate		10%

	Annual Rent	Discount Factor	Present Value of Rent
Year 1	\$ 73,330	0.90909	\$ 66,663.34
Year 2	\$ 75,530	0.82645	\$ 62,421.47
Year 3	\$ 77,796	0.75131	\$ 58,448.56
Year 4	\$ 80,129	0.68301	\$ 54,729.18
Year 5	\$ 82,533	0.62092	\$ 51,246.56
Year 6	\$ 85,009	0.56447	\$ 47,985.19
Year 7	\$ 87,560	0.51316	\$ 44,932.06

FMV of Lease \$ 386,426.37

Section IX. Financial and economic Feasibility

Criterion 1120.310 (d) Proforma

DCC Hickory Hills



Proforma				
Summarized Profit and Loss Statement 2017				
[HICKORY HILLS]				
	INCEPTION	YE 1	YE 2	YE 3
Total Patients	5	45	58	72
Total Treatments	726	6534	8422	10454
Revenue	\$ 224,153	\$ 2,097,163	\$ 2,810,569	\$ 3,581,396
Expenses				
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	254,416.43	404,338.10	514,829.43	594,470.26
Total Initial Fees	5,025.00	-	-	-
Depreciation	53,690.48	53,690.48	53,690.48	48,857.14
Amortization of Leasehold Int	37,375.00	37,375.00	37,375.00	37,375.00
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
TOTAL EXPENSES	962,663.00	1,836,947.25	2,270,542.30	2,553,698.68
Income (Loss) Operations	(738,510.50)	260,215.88	540,026.51	1,027,697.63
Percent Profit	-329%	12%	19%	29%

Section IX. Financial and economic Feasibility

Criterion 1120.310 (D) Project Operating cost

Operating Cost Year 2

Operating Expense	2,067,054.07
# Treatments	8422
Operating Cost/Treatment	245.45

Section IX. Financial and economic Feasibility

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

Project operating cost, Year 2

Depreciation/Amortzation	91,065.48
# Treatments	8422
Capital/Treatment	10.81

Section IX. Financial and economic Feasibility

Expected Payor Mix

Please find end of year 2 estimated expectations.

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

SECTION X. SAFETY NET IMPACT STATEMENT

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

Dialysis Care Center Hickory Hills 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 Hickory Hills 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 Hickory Hills will not refuse any patients. Medicaid patients wishing to be served at Dialysis Care Center Hickory Hills 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 Hickory Hills is to provide services to all patients regardless of race, color, national origin. Dialysis Care Center Hickory Hills 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 Hickory Hills 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 Hickory Hills 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 HICKORY HILLS

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 HICKORY HILLS

Charity Policy

- I. **Purpose:** The purpose of this policy is to define requirements for admission to the Dialysis Care Center Hickory Hills, 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

Appendix 1- Physician Referral Letter

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



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

February 6, 2018

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 Hickory Hills

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 Hickory Hills, LLC, for an in-center hemodialysis facility to be located at 8851 W 87TH St Hickory Hills, IL, 60457.
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", with a long horizontal line extending to the right.

Asim M. Shazzad
Chief Operating Officer



Appendix 1 & Appendix 2



February 7, 2018

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

Dear Ms. Avery,

I am pleased to support Dialysis Care Center Hickory Hills. The proposed 12-station chronic renal dialysis facility, to be located at 8851 W 87TH St, Hickory Hills, IL, 60457

Dialysis Care Center Hickory Hills facility will improve access to necessary dialysis services in the Hickory Hills 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 Hickory Hills. 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 Hickory Hills 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.

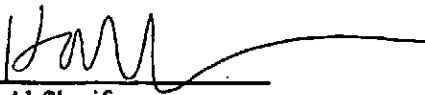
Appendix 1

I respectfully ask you to consider the constant growth of ESRD in Hickory Hills and Cook County to approve the Dialysis Care Center Hickory Hills 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 Hani Al-Sharif

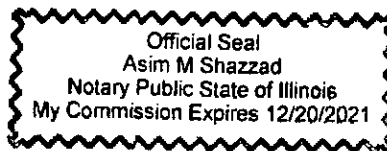
Notarization:

Subscribed and sworn to before me
this 7 day of February 2018



Signature of Notary

Seal



Appendix 1

Current Pre-ESRD Patient Kidney Care Center South - 2017		
Patient Initials	ZIP Code	ICD Code
RA	60487	CKD 3
VB	60457	CKD 3
TB	60439	CKD 3
LB	60455	CKD 4
JC	60619	CKD 4
EC	60620	CKD 3
EC	60620	CKD 4
TC	60463	CKD 3
AD	60477	CKD 4
CD	60620	CKD 3
CD	60620	CKD 4
AH	60643	CKD 3
JH	60643	CKD 4
AI	60465	CKD 3
DJ	60620	CKD 4
JK	60655	CKD 3
BL	60453	CKD 3
RL	60439	CKD 3
LHM	60402	CKD 3
SM	60628	CKD 3
ATM	60487	CKD 3
CM	60620	CKD 4
RN	60620	CKD 3
BN	60458	CKD 3
CP	60608	CKD 4
LRP	60457	CKD 4
RR	60628	CKD 3
AMR	60643	CKD 3
AJR	60462	CKD 4
CMR	60620	CKD 4
WS	60609	CKD 3
AS	60628	CKD 3
NS	60459	CKD 3
FDS	60462	CKD 3
MT	60415	CKD 4
ET	60620	CKD 4
HV	60653	CKD 3
FPV	60482	CKD 3
FPV	60482	CKD 4
VW	60621	CKD 3

Current Pre-ESRD Patient Kidney Care Center South - 2017		
Patient Initials	ZIP Code	ICD Code
AA	60459	CKD 3
JLA	60453	CKD 4
CLA	60803	CKD 4
KA	60453	CKD 3
ZA	60513	CKD 3
JA	60453	CKD 3
CMA	60423	CKD 4
FFA	60632	CKD 3
SMA	60632	CKD 3
BA	60643	CKD 3
BB	60453	CKD 4
VB	60541	CKD 3
AB	60619	CKD 4
SB	60805	CKD 4
JB	60409	CKD 4
DLB	60473	CKD 3
DLB	60473	CKD 4
DRB	60620	CKD 4
JB	60459	CKD 4
LB	60409	CKD 3
SB	60620	CKD 3
WB	60620	CKD 3
AB	60605	CKD 3
JB	60805	CKD 3
YB	60457	CKD 4
WEB	60643	CKD 3
CC	60629	CKD 3
CC	60629	CKD 4
RC	60471	CKD 3
AC	60455	CKD 4
BC	60453	CKD 3
CC	60546	CKD 3
MDC	60637	CKD 4
JAC	60628	CKD 3
TC	60628	CKD 3
MC	60419	CKD 4
LC	60459	CKD 3
LC	60459	CKD 4
BD	60458	CKD 3
CAD	60453	CKD 3
DMD	60632	CKD 3
RD	60636	CKD 3
DDD	60803	CKD 4
JJD	60487	CKD 3

ME	60628	CKD 3
VE	60629	CKD 4
AE	60452	CKD 3
FE	60652	CKD 3
MF	60458	CKD 4
RF	60643	CKD 3
WF	60805	CKD 4
CTF	60629	CKD 3
MG	60617	CKD 3
RG	46312	CKD 4
JG	60617	CKD 3
JCD	60459	CKD 3
MLG	60628	CKD 3
MG	60628	CKD 3
NLG	60620	CKD 4
RG	60406	CKD 3
RG	60406	CKD 4
EH	60459	CKD 3
QH	60643	CKD 4
KH	60655	CKD 3
OH	60636	CKD 4
HH	60827	CKD 3
DH	60643	CKD 3
HH	60477	CKD 3
MI	60429	CKD 3
RI	60419	CKD 3
BJ	60620	CKD 4
GJ	60649	CKD 3
GJ	60649	CKD 4
CJ	60805	CKD 3
JJ	60445	CKD 3
TJ	60472	CKD 4
OJ	60617	CKD 3
FJK	60643	CKD 3
JK	60452	CKD 3
WK	60629	CKD 3
MK	60616	CKD 3
JK	60623	CKD 3
DJK	60462	CKD 3
KAL	46324	CKD 3
JDL	60643	CKD 3
NL	60620	CKD 3
EM	60620	CKD 3
JM	60482	CKO 3
BJM	60463	CKD 4
CM	60406	CKD 3
YM	60411	CKD 3

JDM	60482	CKD 3
MM	60458	CKD 4
TM	60487	CKD 3
FTM	60453	CKD 3
JFE	60805	CKD 3
HM	60652	CKD 3
TM	60609	CKD 3
PM	60621	CKD 4
EM	60619	CKD 3
BN	60621	CKD 3
WP	60617	CKD 3
DP	39571	CKD 3
PCP	60462	CKD 4
RP	60652	CKD 3
JP	60443	CKD 3
GCP	60453	CKD 4
GP	60652	CKD 3
VJQ	60622	CKD 3
DR	60628	CKD 4
MR	60487	CKD 3
MR	60629	CKD 4
PR	60453	CKD 3
RJR	60455	CKD 3
RJR	60455	CKD 4
JR	60643	CKD 3
SS	60457	CKD 3
GLS	60655	CKD 3
GLS	60655	CKD 4
SS	60477	CKD 3
SS	60453	CKD 4
HS	60459	CKD 3
LS	60629	CKD 4
WJS	60629	CKD 4
LS	60458	CKD 3
TS	60455	CKD 4
DS	60677	CKD 3
OS	60677	CKD 4
GS	60643	CKD 3
HS	60620	CKD 3
JPS	60477	CKD 3
CS	60652	CKD 3
JCS	60621	CKD 3
RAS	60453	CKD 3
GS	60643	CKD 3
JJS	60438	CKD 3
IJS	60438	CKD 4
LS	60643	CKD 3

AT	60620	CKD 3
LT	60628	CKD 4
LT	60609	CKD 3
HT	60620	CKD 3
NBT	60643	CKD 3
ET	60411	CKD 4
LTT	60429	CKD 3
FT	60643	CKD 4
SU	60415	CKD 3
KU	60463	CKD 4
IV	60445	CKD 3
WRW	60620	CKD 4
JW	60652	CKD 3
JW	60471	CKD 3
FW	60827	CKD 3
GW	60453	CKD 3
AW	60629	CKD 3
KW	60652	CKD 3
RW	60620	CKD 3
DJW	60643	CKD 4
JHZ	60417	CKD 3

Current Pre-ESRD Patient Kidney Care Center South - 2017		
Patient Initials	ZIP Code	ICD Code
BA	60525	CKD 4
NA	60415	CKD 3
SA	60458	CKD 3
NMA	60477	CKD 3
EAB	60449	CKD 3
EB	60617	CKD 3
EB	60617	CKD 4
PB	60620	CKD 4
SB	60617	CKD 3
VB	60617	CKD 3
KB	60805	CKD 3
EC	60803	CKD 4
MC	60623	CKD 3
RC	60462	CKD 3
RC	60620	CKD 3
AD	60652	CKD 3
RD	60643	CKD 3
RD	60643	CKD 4
BD	60453	CKD 4
JD	60643	CKD 3
JE	60643	CKD 3
PF	60459	CKD 4
RG	60481	CKD 3
RG	60491	CKD 3
RG	60491	CKD 4
DCH	60620	CKD 4
EH	60629	CKD 3
KJ	60453	CKD 3
AJ	60619	CKD 3
EI	60805	CKD 3
LJ	60620	CKD 3
MJ	60628	CKD 3
JL	60643	CKD 3
RL	60619	CKD 3
AL	60638	CKD 3
RM	60459	CKD 3
JLM	60428	CKD 3
CM	60628	CKD 3
DLM	60643	CKD 3
JM	60638	CKD 3
NO	60477	CKD 3
RO	60608	CKD 3
IP	60620	CKD 4
TP	60617	CKD 3

PR	60628	CKD 3
JR	60472	CKD 3
GR	60621	CKD 3
AS	60453	CKD 3
AS	60415	CKD 3
CS	60649	CKD 3
RS	60620	CKD 4
LT	60453	CKD 3
DT	60652	CKD 3
WMT	60628	CKD 3
AV	60628	CKD 3
BV	60652	CKD 4
ISW	60803	CKD 3
CW	60463	CKD 3
CW	60629	CKD 3
GW	60452	CKD 3
MW	60621	CKD 3
DAY	60445	CKD 3

Current Pre-ESRD Patient Kidney Care Center South - 2017		
Patient Initials	ZIP Code	ICD Code
BA	60465	CKD 3
MKA	60452	CKD 3
AA	60462	CKD 3
DA	60628	CKD 4
KA	60459	CKD 3
CA	60056	CKD 4
SSA	60487	CKD 3
HAA	60465	CKD 4
WA	60441	CKD 3
AA	60620	CKD 4
GA	60406	CKD 3
AA	60426	CKD 3
MA	60457	CKD 3
MB	60462	CKD 3
SLA	60439	CKD 4
CB	60453	CKD 4
LB	60455	CKD 3
WB	60464	CKD 3
JB	60462	CKD 3
GB	60477	CKD 3
AKB	60462	CKD 3
GB	60462	CKD 3
JB	60620	CKD 3
MAB	60487	CKD 3
CB	60477	CKD 3
LWB	60462	CKD 4
GB	60629	CKD 3
MLB	60629	CKD 3
AB	60465	CKD 3
GB	60455	CKD 3
LJB	60462	CKD 3
BB	60453	CKD 3
AB	60827	CKD 3
EMB	60464	CKD 3
GFB	60629	CKD 3
MC	60629	CKD 3
MC	60458	CKD 4
RAC	60462	CKD 3
SC	60465	CKD 3
PC	60443	CKD 3
JC	60620	CKD 3
SC	60466	CKD 3
EC	60655	CKD 3
MC	60459	CKD 3

IC	60643	CKD 3
JRE	60636	CKD 3
PAC	60449	CKD 3
NGC	60463	CKD 4
IC	60478	CKD 3
FC	60465	CKD 3
SC	60458	CKD 3
NC	60620	CKD 3
GC	60620	CKD 3
DC	60453	CKD 4
LC	60652	CKD 3
IC	60453	CKD 4
EFC	60491	CKD 3
TD	60453	CKD 3
AD	60477	CKD 3
JD	60462	CKD 3
LCD	60620	CKD 4
PMD	60652	CKD 3
AMD	60463	CKD 3
DMD	60423	CKD 3
MLD	60453	CKD 3
CD	60482	CKD 3
RED	60445	CKD 3
MD	60655	CKD 4
MD	60459	CKD 3
DD	60445	CKD 3
LD	60457	CKD 3
JE	60432	CKD 3
EE	60608	CKD 3
OE	60619	CKD 4
EE	60649	CKD 3
PJF	60453	CKD 3
EF	60482	CKD 3
FF	60629	CKD 3
AF	60527	CKD 3
RF	60453	CKD 3
EF	60445	CKD 4
HDF	60629	CKD 3
MF	60464	CKD 3
EF	60619	CKD 3
IG	60642	CKD 3
PG	60465	CKD 3
FG	60411	CKD 3
REG	60652	CKD 3
PG	60652	CKD 3
DG	60638	CKD 4
MAH	60448	CKD 3

RH	60464	CKD 4
PLH	60803	CKD 4
DNH	60649	CKD 3
BH	60649	CKD 3
JH	60415	CKD 3
RJH	60458	CKD 3
RHH	60487	CKD 3
CH	60445	CKD 3
FMH	60452	CKD 3
KH	60628	CKD 3
ZH	60453	CKD 3
JPH	60643	CKD 3
WMH	60453	CKD 3
LSI	60406	CKD 3
DJ	60465	CKD 3
MJ	60805	CKD 4
JJ	60452	CKD 4
EJ	60453	CKD 3
CSK	60415	CKD 4
PGK	60445	CKD 3
MLK	60457	CKD 4
ERK	60652	CKD 3
SMK	60465	CKD 3
FK	60464	CKD 3
JJK	60477	CKD 4
WDK	60462	CKD 3
KRK	60453	CKD 4
CDK	60453	CKD 3
PK	60453	CKD 3
BK	60462	CKD 3
DSK	60459	CKD 4
AK	60477	CKD 3
RK	60415	CKD 3
SJK	60452	CKD 3
JK	60477	CKD 3
DSK	60452	CKD 3
CML	60463	CKD 4
CL	60491	CKD 3
RL	60462	CKD 3
GL	60409	CKD 3
JML	60477	CKD 4
EL	60638	CKD 3
GL	60422	CKD 4
JL	60629	CKD 4
CL	60453	CKD 3
GL	60803	CKD 3
VJL	60465	CKD 3

RM	60617	CKD 3
LJM	60803	CKD 4
MTM	60452	CKD 3
VKM	60636	CKD 4
TDM	60452	CKD 3
JDM	60455	CKD 4
HM	60453	CKD 3
MM	60632	CKD 3
WRM	60628	CKD 4
TFM	60462	CKD 3
EM	60453	CKD 4
EM	60415	CKD 3
AM	60803	CKD 3
PM	60430	CKD 3
AM	60465	CKD 3
AM	60620	CKD 3
JAM	60459	CKD 3
RMM	60636	CKD 3
CIM	60464	CKD 3
LMM	60629	CKD 4
STM	60448	CKD 3
SEN	60655	CKD 3
FN	60803	CKD 3
PN	60620	CKD 4
IPN	60445	CKD 4
KO	60455	CKD 3
IO	60465	CKD 3
SO	60655	CKD 3
SO	60477	CKD 3
PO	60477	CKD 3
BO	60463	CKD 3
MP	60458	CKD 3
IP	60465	CKD 3
HP	60467	CKD 3
RP	60463	CKD 3
SP	60463	CKD 3
AP	60465	CKD 3
GP	60457	CKD 4
RP	60620	CKD 3
RP	60459	CKD 3
DP	60453	CKD 4
SP	60473	CKD 3
EP	60805	CKD 4
LP	60805	CKD 3
JHP	60491	CKD 3
HP	60462	CKD 3
GCP	60457	CKD 3

MP	60415	CKD 3
MQ	60452	CKD 3
VQ	60803	CKD 3
JMR	60617	CKD 3
MR	60457	CKD 3
RR	60419	CKD 3
MR	60452	CKD 3
PWR	60457	CKD 4
BAR	60643	CKD 4
RR	60448	CKD 3
EJR	60467	CKD 3
LR	60452	CKD 3
MLR	60803	CKD 3
MS	60465	CKD 4
RS	60619	CKD 4
MS	60452	CKD 3
CLS	60467	CKD 4
MS	60462	CKD 3
PS	60652	CKD 3
SS	60477	CKD 3
DHS	60452	CKD 3
JS	60464	CKD 3
JAH	60655	CKD 3
FS	60652	CKD 3
FS	60463	CKD 3
TS	60628	CKD 4
JES	60463	CKD 3
GS	60472	CKD 3
WCS	60445	CKD 3
HS	60652	CKD 3
BS	60465	CKD 3
ES	60628	CKD 3
SS	60453	CKD 3
KS	60457	CKD 4
AS	60629	CKD 3
CS	60805	CKD 3
MAS	60621	CKD 4
JES	60477	CKD 3
RKS	60482	CKD 3
GS	60453	CKD 3
MS	60457	CKD 3
DJT	60463	CKD 3
ZT	60402	CKD 4
TT	60465	CKD 4
LT	60445	CKD 3
AT	60456	CKD 4
DT	60473	CKD 3

Dialysis Patient Census Kidney Care Center - South 2014		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60462	Davita Palos Park	7
60464	Davita Palos Park	2
60465	Davita Palos Park	2
60430	Davita Palos Park	1
60453	Davita Palos Park	2
60457	Davita Palos Park	1
60458	Davita Palos Park	1
60467	Davita Palos Park	2
60463	Davita Palos Park	1
60482	Davita Palos Park	1
60639	FMC Burbank	1
46307	FMC Burbank	1
60453	FMC Burbank	1
60465	FMC Burbank	1
60629	FMC Burbank	4
60459	FMC Burbank	3
60643	FMC Burbank	1
60619	FMC Burbank	1
60628	FMC Burbank	1
60621	FMC Southside	2
60805	FMC Southside	1
60652	FMC Southside	1
60629	Davita West Lawn	1
	TOTAL	39

Dialysis Patient Census Kidney Care Center - South 2015		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60462	Davita Palos Park	5
60463	Davita Palos Park	4
60464	Davita Palos Park	2
60465	Davita Palos Park	2
60457	Davita Palos Park	2
60467	Davita Palos Park	1
60404	Davita Palos Park	1
60455	Davita Palos Park	1
60430	Davita Palos Park	1
60453	Davita Palos Park	1
60482	Davita Palos Park	1
60491	Davita Palos Park	1
60620	Davita Palos Park	1
60465	FMC Burbank	1
46307	FMC Burbank	1
60453	FMC Burbank	1
60459	FMC Burbank	3
60629	FMC Burbank	4
60628	FMC Burbank	1
60643	FMC Burbank	1
60652	FMC Southside	1
60620	FMC Southside	1
60621	FMC Southside	2
60636	FMC Southside	1
60805	FMC Southside	1
60629	Davita West Lawn	1
60462	FMC Mokena	1
60643	Davita Mount Greenwood	1
	TOTAL	44

Dialysis Patient Census Kidney Care Center - South 2016		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60462	Davita Palos Park	6
60463	Davita Palos Park	3
60465	Davita Palos Park	3
60464	Davita Palos Park	1
60467	Davita Palos Park	2
60482	Davita Palos Park	1
60455	Davita Palos Park	1
60429	Davita Palos Park	1
60620	Davita Palos Park	1
60477	Davita Palos Park	1
60487	Davita Palos Park	1
60491	Davita Palos Park	2
60652	Davita Chicago Ridge	2
60455	Davita Chicago Ridge	2
60453	Davita Chicago Ridge	2
60457	Davita Chicago Ridge	1
60465	Davita Chicago Ridge	1
60456	Davita Chicago Ridge	1
60629	FMC Burbank	3
60643	FMC Burbank	1
60459	FMC Burbank	2
60453	FMC Burbank	1
60628	FMC Burbank	1
60805	FMC Southside	1
60621	FMC Southside	2
60652	FMC Southside	1
60629	Davita West Lawn	1
60620	Davita Mount Greenwood	1
	TOTAL	46

Dialysis Patient Census Kidney Care Center - South 2014		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60462	Davita Palos Park	1
60463	Davita Palos Park	1
	TOTAL	2

Dialysis Patient Census Kidney Care Center - South 2015		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60482	FMC Burbank	1
60629	FMC Burbank	1
60628	FMC Burbank	2
60620	FMC Burbank	2
60453	FMC Burbank	1
60632	FMC Burbank	1
60628	FMC Southside	1
	TOTAL	9

Dialysis Patient Census Kidney Care Center - South 2016		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60620	FMC Burbank	2
60619	FMC Burbank	1
60628	FMC Burbank	2
60632	FMC Burbank	1
60629	FMC Burbank	1
60455	FMC Burbank	1
60628	FMC Southside	1
60652	FMC Southside	1
	TOTAL	10

Dialysis Patient Census Kidney Care Center - South 2014		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60453	FMC Burbank	1
60426	FMC Burbank	1
60638	FMC Burbank	1
	TOTAL	3

Dialysis Patient Census Kidney Care Center - South 2015		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60480	Davita Palos Park	1
60805	FMC Burbank	1
60620	Davita Mount Greenwood	3
60643	Davita Mount Greenwood	1
60805	FMC Southside	1
	TOTAL	7

Dialysis Patient Census Kidney Care Center - South 2016		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60805	Davita Palos Park	1
60453	Davita Chicago Ridge	1
60805	FMC Burbank	1
60643	FMC Burbank	1
60620	Davita Mount Greenwood	2
60643	Davita Mount Greenwood	3
60628	Davita Mount Greenwood	1
60655	Davita Mount Greenwood	1
60609	Davita Mount Greenwood	1
60638	Davita Mount Greenwood	1
60636	FMC Southside	1
60620	FMC Southside	2
	TOTAL	16

Dialysis Patient Census Kidney Care Center - South 2016		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60612	Davita West Lawn	1
60629	FMC Southside	1
	TOTAL	2

New Patients Referred By Zip Code and Facility Kidney Care Center - South 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60445	Davita Palos Park	1
60455	Davita Palos Park	1
60459	Davita Palos Park	1
60462	Davita Palos Park	2
60463	Davita Palos Park	1
60487	Davita Palos Park	1
60643	Davita Palos Park	1
60644	Davita Palos Park	1
61032	Davita Palos Park	1
60525	Davita Palos Park	1
60638	Davita Palos Park	1
60453	Davita Chicago Ridge	1
60638	Davita Chicago Ridge	1
60455	FMC Burbank	1
60459	FMC Burbank	1
60458	FMC Burbank	1
60586	FMC Lemont	2
60439	FMC Lemont	1
	TOTAL	20

New Patients Referred By Zip Code and Facility Kidney Care Center - South 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60458	FMC Burbank	1
60620	FMC Burbank	1
60628	FMC Burbank	1
60629	FMC Burbank	1
60827	FMC Burbank	1
60620	Davita Palos Park	1
60628	Davita Palos Park	1
60652	Davita Mount Greenwood	1
TOTAL		8

New Patients Referred By Zip Code and Facility Kidney Care Center - South 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60620	Davita West Lawn	1
60453	Davita Chicago Ridge	1
46320	Davita Mount Greenwood	1
60621	Davita Mount Greenwood	1
60628	Davita Mount Greenwood	1
60643	Davita Mount Greenwood	4
60643	FMC Burbank	1
60628	FMC Southside	1
60453	FMC Southside	1
60620	FMC Southside	4
TOTAL		16

New Patients Referred By Zip Code and Facility Kidney Care Center - South 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60620	FMC Southside	2
60629	FMC Southside	1
60640	FMC Southside	1
60455	Davita Chicago Ridge	1
60620	Davita Palos Park	1
60629	Davita West Lawn	2
TOTAL		8

New Patients Referred By Zip Code and Facility Kidney Care Center - South 2017		
Zip Code of Patient	Name of Facility Referred	Number of Patients Referred
60827	FMC Burbank	1
60629	FMC Burbank	1
TOTAL		2

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.

YOUR TRIP TO:

1940 Springer Dr, Lombard, IL, 60148-6417



24 MIN | 18.6 MI

Est. fuel cost: \$1.94

Trip time based on traffic conditions as of 10:22 AM on January 31, 2018. Current Traffic: Light



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Fresenius Medical Care -Lombard (1940 Springer Drive Lombard) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 5.75 miles

10.84 total miles



6. Take I-88 W toward Aurora (Portions toll).

Then 5.52 miles

16.36 total miles



7. Take the Highland Ave exit.

Then 0.27 miles

16.63 total miles



8. Merge onto Highland Ave/County Hwy-9 toward Seminary College/Chiropractic College/Lombard.

Then 0.06 miles

16.69 total miles



9. Merge onto Butterfield Rd/IL-56 via the ramp on the left.

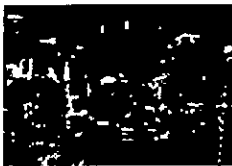
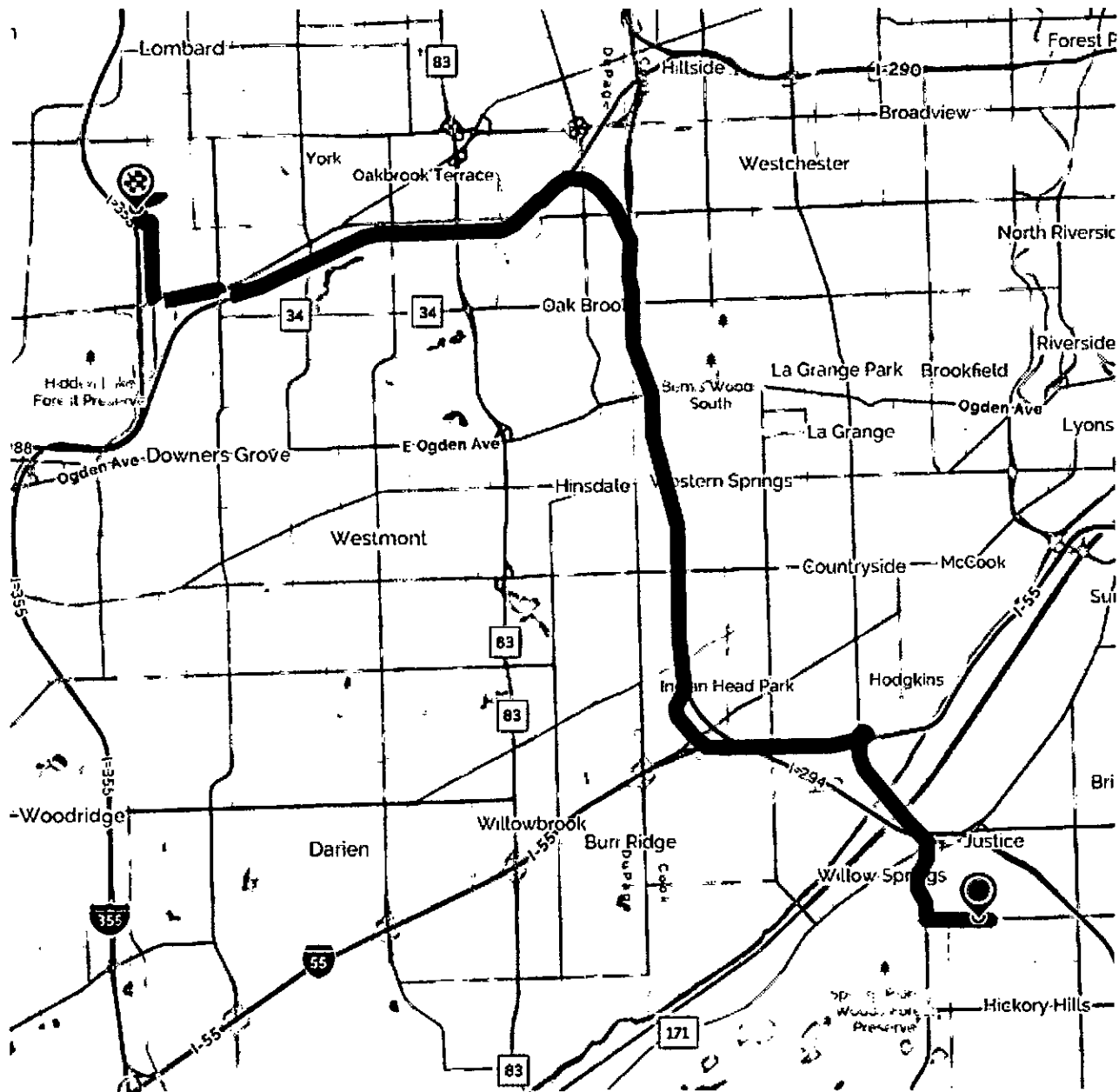
If you are on S Highland Ave and reach Yorktown Shopping Ctr you've gone about 0.1 miles too far.

Then 0.75 miles

17.44 total miles

- 10. Turn right onto S Finley Rd.
S Finley Rd is 0.2 miles past Downers Dr.
- Then 0.92 miles 18.36 total miles
- ⬅ 11. Turn left onto Foxworth Blvd.
Foxworth Blvd is 0.1 miles past W 22nd St.
- If you reach Oak Creek Dr you've gone about 0.2 miles too far.*
- Then 0.15 miles 18.50 total miles
- 12. Turn right onto Springer Dr.
- Then 0.11 miles 18.61 total miles
- 💡 13. 1940 Springer Dr, Lombard, IL 60148-6417, 1940 SPRINGER DR is on the left.
If you reach Oak Creek Dr you've gone about 0.1 miles too far.

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YOUR TRIP TO:

2310 York St, Blue Island, IL, 60406-2411



24 MIN | 11.7 MI


Est. fuel cost: \$1.18


Trip time based on traffic conditions as of 3:06 PM on January 29, 2018. Current Traffic: Moderate





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Blue Island Dialysis Ctr Fresenius (2310 York Street Blue Island) to the Proposed Dialysis Care Center Hickory Hills


-  1. Start out going east on W 87th St toward S 88th Ave.
Then 0.09 miles 0.09 total miles


-  2. Take the 1st right onto S 88th Ave.
If you reach S 87th Ave you've gone about 0.1 miles too far.
Then 1.01 miles 1.09 total miles


-  3. Turn left onto W 95th St/US-20 E/US-12 E.
W 95th St is 0.1 miles past Kitty Ln.
If you reach W 95th Pl you've gone a little too far.
Then 1.44 miles 2.53 total miles




-  4. Turn right onto S 76th Ct.
S 76th Ct is just past S 77th Ave.
Then 0.01 miles 2.54 total miles

-  5. S 76th Ct becomes S 76th Ave.
Then 0.07 miles 2.61 total miles


-  6. S 76th Ave becomes S 76th Ct.
Then 0.00 miles 2.61 total miles

-  7. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward Indiana (Portions toll).
If you are on S 76th Ave and reach Industrial Dr you've gone about 0.1 miles too far.
Then 4.97 miles 7.59 total miles


-  8. Take the 127th St exit toward IL-83/IL-50/Cicero Ave.
Then 0.51 miles 8.10 total miles

-  9. Turn left onto W 127th St.
Then 1.68 miles 9.78 total miles
-  10. W 127th St becomes Burr Oak Ave.
Then 1.51 miles 11.29 total miles
-  11. Turn right onto Western Ave.
Western Ave is just past Artesian Ave.

if you reach Gregory St you've gone about 0.1 miles too far.

Then 0.38 miles 11.67 total miles
-  12. Turn left onto York St.
York St is just past High St.

if you reach New St you've gone a little too far.

Then 0.06 miles 11.73 total miles
-  13. 2310 York St, Blue Island, IL 60406-2411, 2310 YORK ST is on the left.
if you reach Gregory St you've gone a little too far.

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YOUR TRIP TO:

2601 S Harlem Ave, Berwyn, IL, 60402-2100



21 MIN | 9.9 MI

Est. fuel cost: \$1.02

Trip time based on traffic conditions as of 2:25 PM on January 29, 2018. Current Traffic: Light



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FMC Berwyn Fresenius (2601 South Harlem Avenue Berwyn) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 3.44 miles

4.64 total miles



5. Turn left onto State Route 171/IL-171. Continue to follow IL-171.

Then 3.43 miles

8.07 total miles



6. Turn right onto Forest Ave.

Forest Ave is just past Parkview Rd.

If you reach W 31st St you've gone about 0.5 miles too far.

Then 0.47 miles

8.55 total miles



7. Turn left onto Longcommon Rd.

Then 1.26 miles

9.81 total miles



8. Turn left onto Harlem Ave/IL-43.

Harlem Ave is just past Byrd Rd.

If you are on Riverside Dr and reach Maple Ave you've gone a little too far.

Then 0.11 miles

9.92 total miles

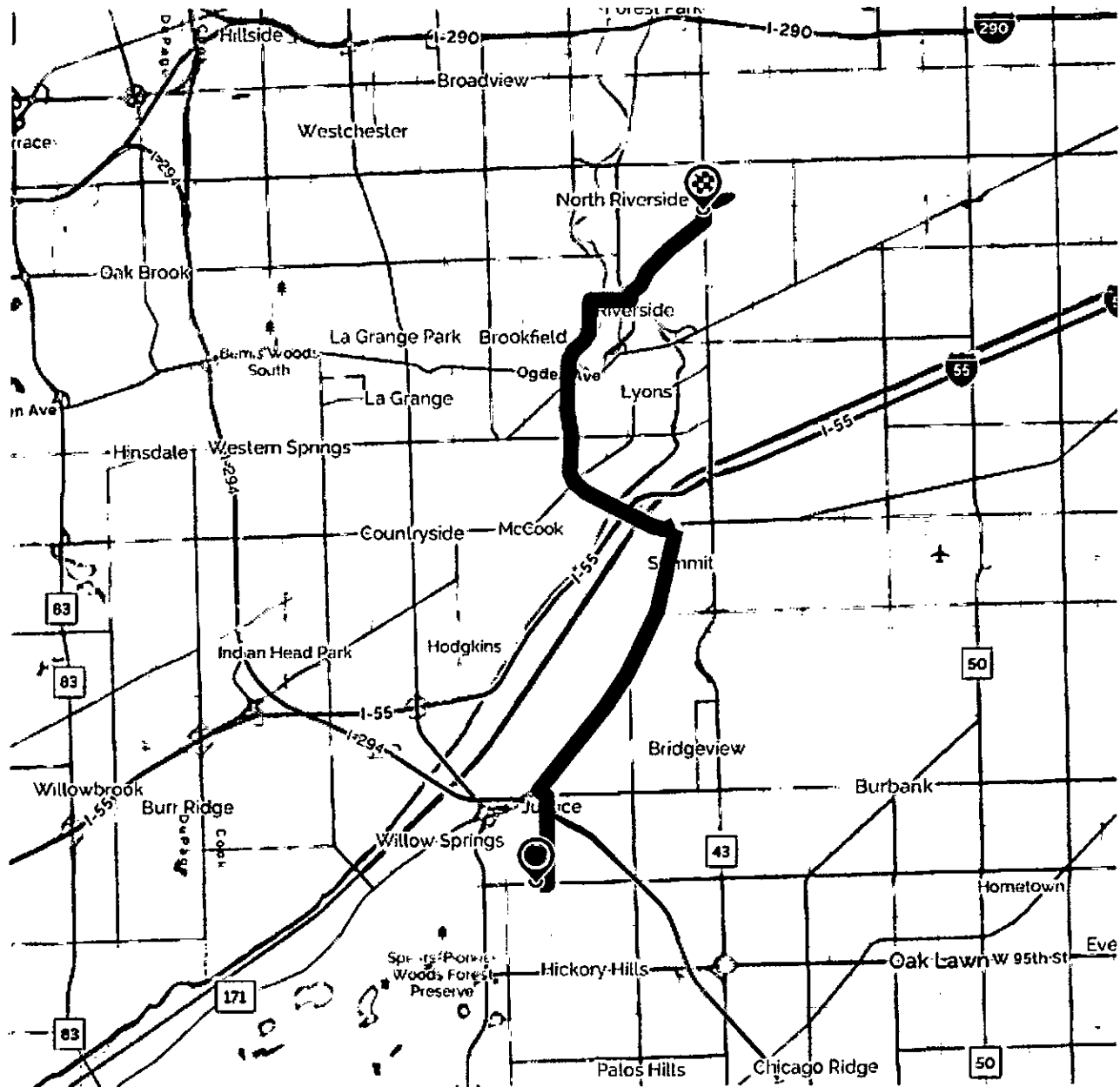


9. 2601 S Harlem Ave, Berwyn, IL 60402-2100, 2601 S HARLEM AVE is on the left.

Your destination is just past Harlem Ave.

If you reach 26th St you've gone a little too far.

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YOUR TRIP TO:

3000 S Cicero Ave, Cicero, IL, 60804-3638



18 MIN | 12.5 MI










Est. fuel cost: \$1.30

Trip time based on traffic conditions as of 10:30 AM on January 31, 2018. Current Traffic: Light



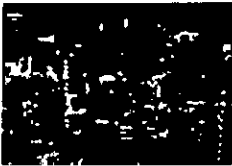
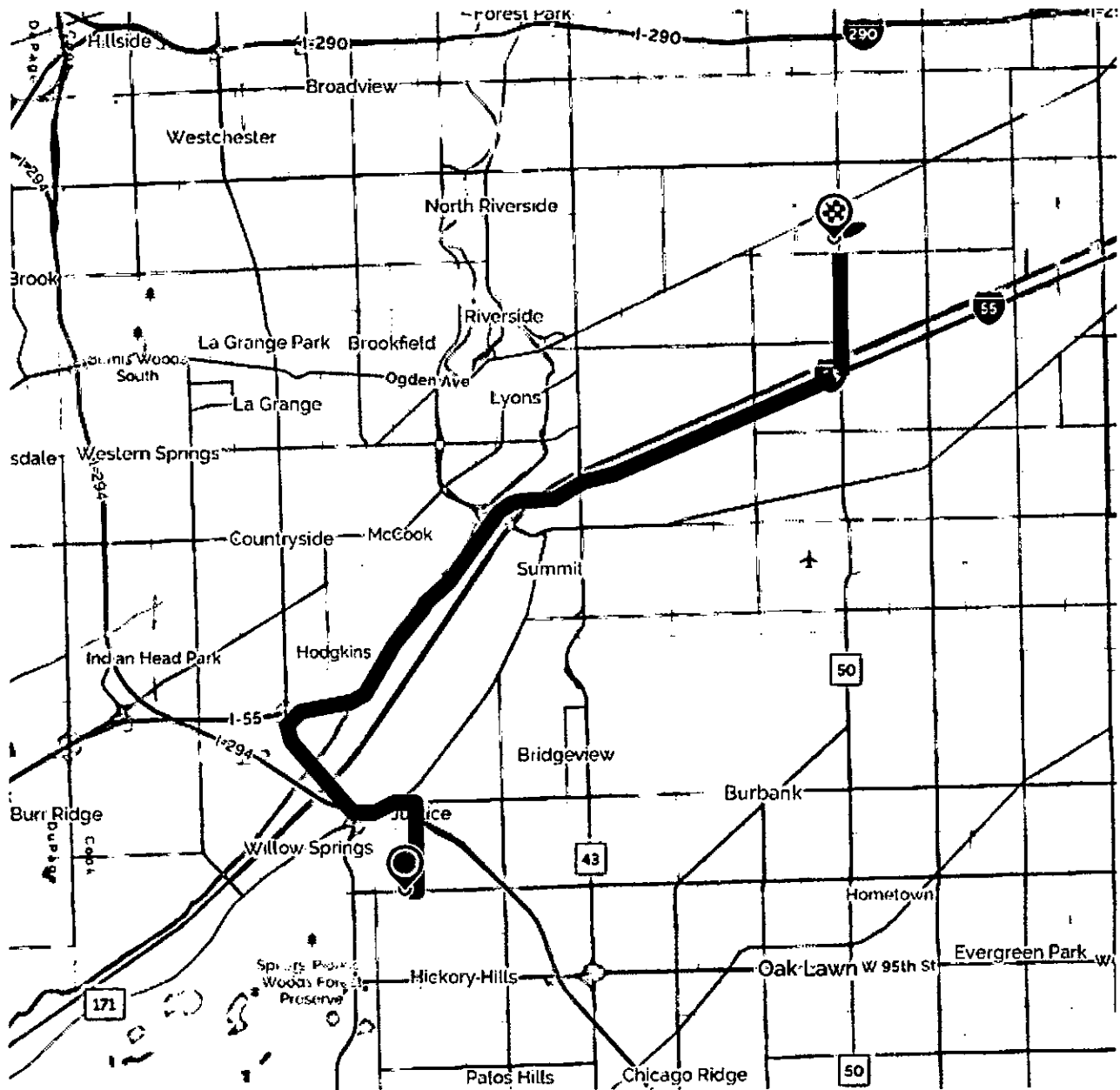
Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

Fresenius Medical Care Cicero (3000 South Cicero Avenue Cicero) to the Proposed Dialysis Care Center Hickory Hills

-  1. Start out going east on W 87th St toward S 88th Ave.
Then 0.09 miles 0.09 total miles
-  2. Take the 1st left onto S 88th Ave.
If you reach S 87th Ave you've gone about 0.1 miles too far.
Then 1.01 miles 1.10 total miles
-  3. Merge onto IL-171/Archer Ave via the ramp on the left.
If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.
Then 0.37 miles 1.47 total miles
-  4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.
Then 1.55 miles 3.02 total miles
-  5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.
Then 7.59 miles 10.61 total miles
-  6. Take the IL-50/Cicero Ave exit, EXIT 286, toward 4800 W.
Then 0.33 miles 10.94 total miles
-  7. Turn left onto IL-50/S Cicero Ave.
Then 1.51 miles 12.45 total miles
-  8. Make a U-turn at W 30th St onto S Cicero Ave/IL-50.
If you reach W 29th St you've gone about 0.1 miles too far.
Then 0.01 miles 12.46 total miles
-  9. 3000 S Cicero Ave, Cicero, IL 60804-3638, 3000 S CICERO AVE is on the left.
If you reach W 31st St you've gone about 0.1 miles too far.

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YOUR TRIP TO:



901 Biesterfield Rd, Elk Grove Village, IL, 60007-3354

30 MIN | 25.9 MI

Est. fuel cost: \$1.90

Trip time based on traffic conditions as of 1:55 PM on January 29, 2018. Current Traffic: Light



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Elk Grove Dialysis Center Fresenius (901 West Biesterfield Road Elk Grove Village) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Keen Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 7.57 miles

12.67 total miles



6. Merge onto I-290 W toward Rockford/US-20/IL-84.

Then 12.59 miles

25.26 total miles



7. Take the Biesterfield Rd exit, EXIT 4, toward IL-53 S.

Then 0.41 miles

25.66 total miles



8. Turn right onto Biesterfield Rd.

Then 0.23 miles

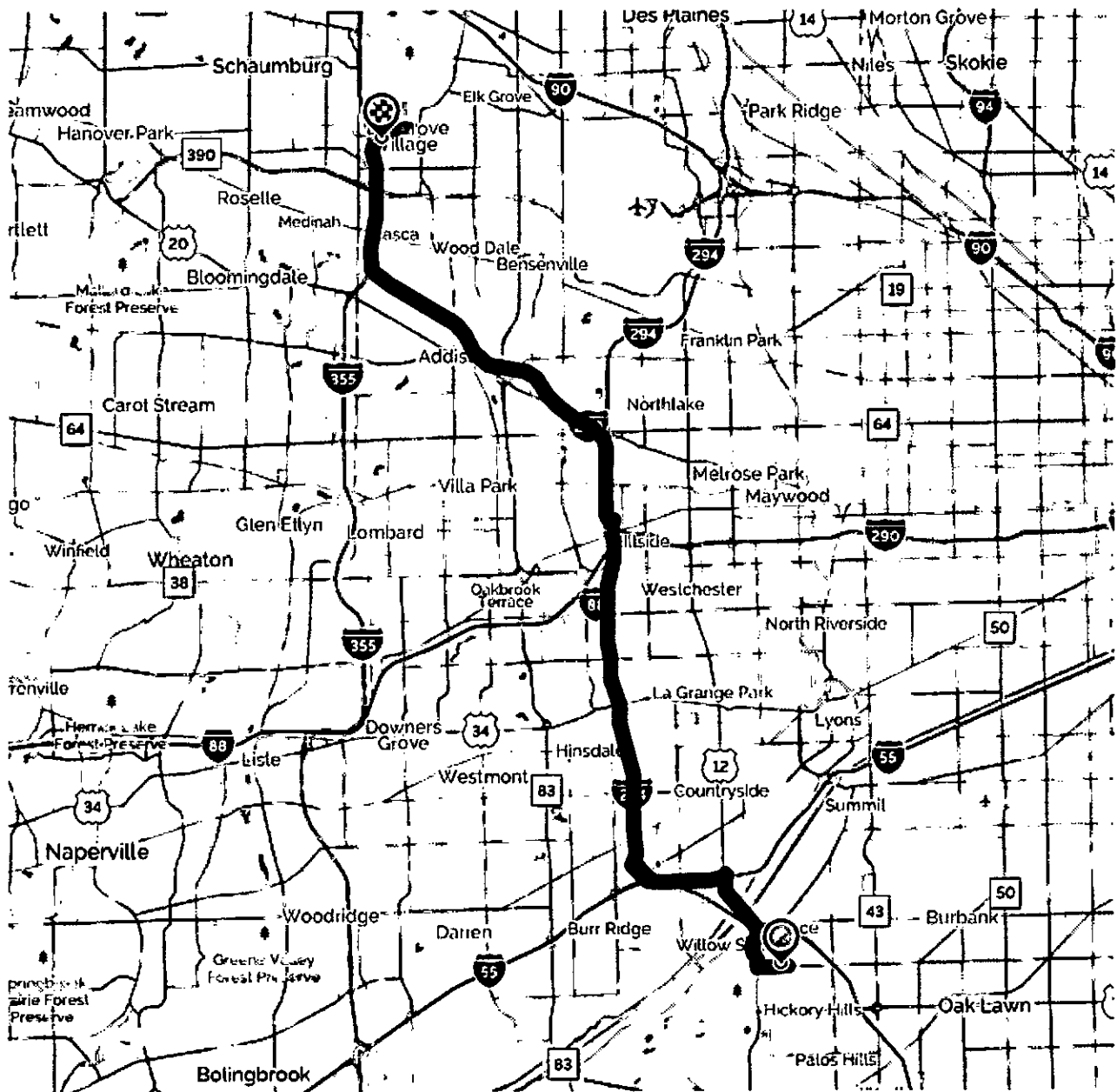
25.90 total miles



9. 901 Biesterfield Rd, Elk Grove Village, IL 60007-3354, 901 BIESTERFIELD RD.

Your destination is 0.1 miles past Merthe St.

If you reach Beisner Rd you've gone a little too far.



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YOUR TRIP TO:

103 Forest Ave, River Forest, IL, 60305-2003



28 MIN | 12.5 MI

Est. fuel cost: \$1.31

Trip time based on traffic conditions as of 10:26 AM on January 31, 2010. Current Traffic: Light



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Fresenius Medical Care River Forest (103 Forest Avenue River Forest) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 3.44 miles

4.64 total miles



5. Turn left onto State Route 171/IL-171. Continue to follow IL-171.

Then 7.05 miles

11.69 total miles



6. Turn right onto Madison St.

Madison St is just past Green St.

If you reach School St you've gone a little too far.

Then 0.66 miles

12.36 total miles



7. Turn left onto Forest Ave.

Forest Ave is just past Keystone Ave.

If you reach Ven Buren St you've gone a little too far.

Then 0.17 miles

12.52 total miles

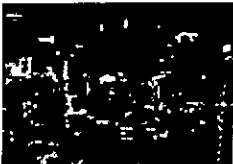
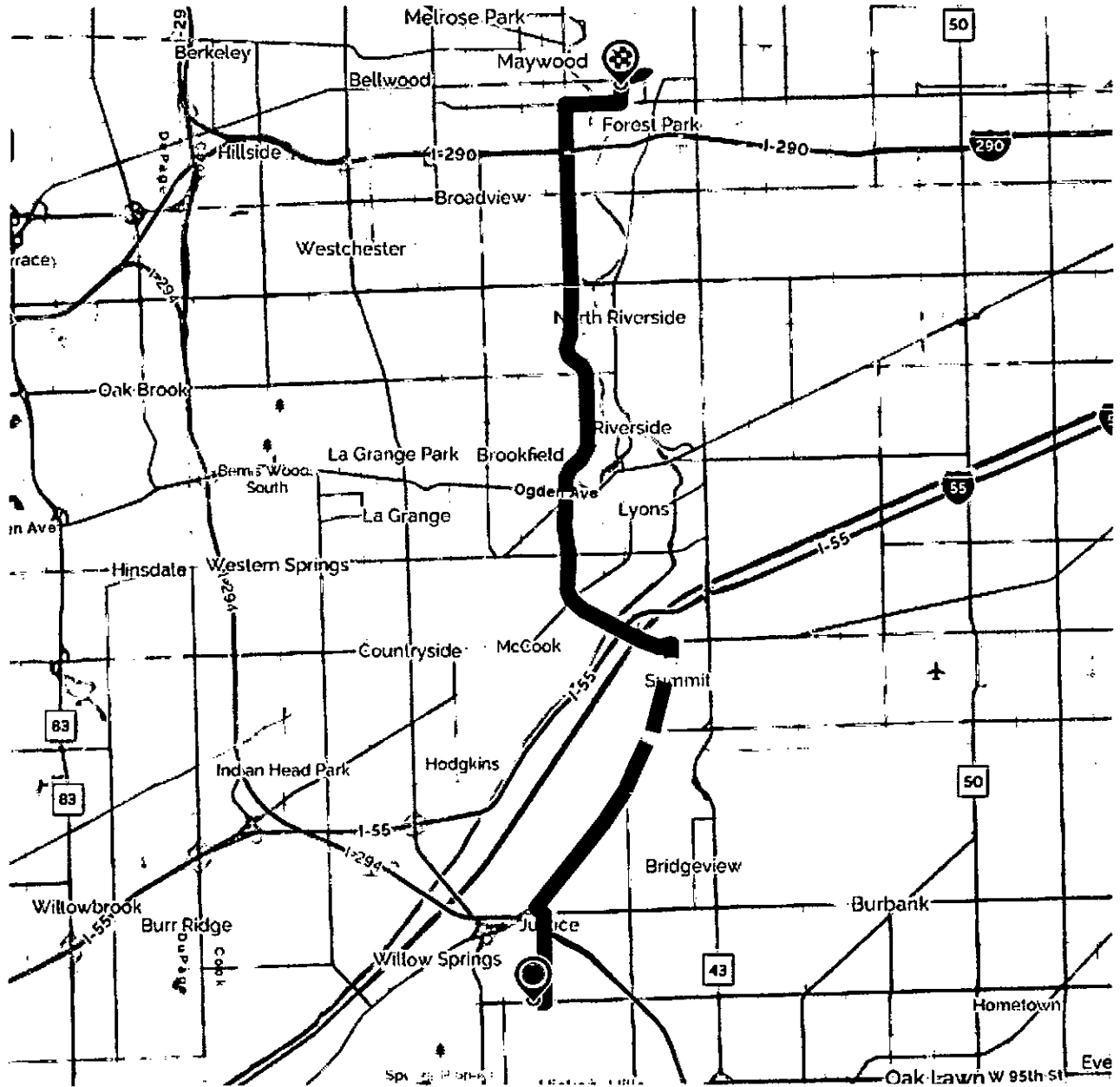


8. 103 Forest Ave, River Forest, IL 60305-2003, 103 FOREST AVE is on the left.

Your destination is just past Vine St.

If you reach Washington Blvd you've gone a little too far.

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Assistance is here:**
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YOUR TRIP TO:

1111 Superior St, Melrose Park, IL, 60160-4137



29 MIN | 18.8 MI

Est. fuel cost: \$1.89

Trip time based on traffic conditions as of 3:19 PM on January 29, 2010. Current Traffic: Light



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Fresenius Medical Care Melrose Park (1111 Superior Street Melrose Park) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 7.57 miles

12.67 total miles



6. Take the exit toward I-290 E/Eisenhower Expy/Chicago.

Then 0.03 miles

12.70 total miles



7. Keep straight to take the ramp toward I-290 E/Eisenhower Expy/Chicago.

Then 0.01 miles

12.71 total miles



8. Keep straight to take the ramp toward I-290 E/Eisenhower Expy/Chicago.

Then 0.01 miles












12.72 total miles



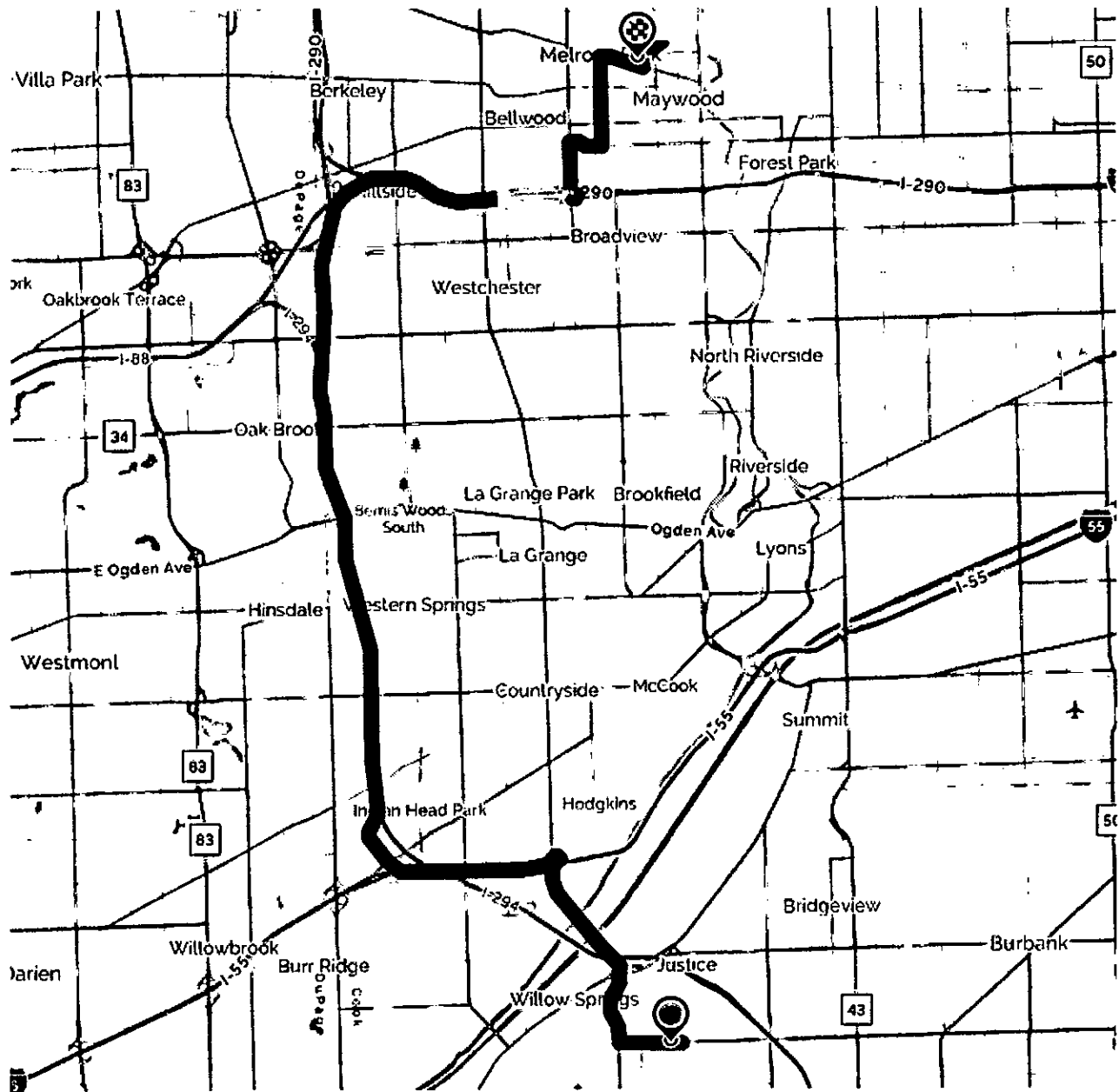
9. Keep straight to take the ramp toward I-290 E/Eisenhower Expy/Chicago.

Then 0.08 miles

12.80 total miles

-  10. Keep straight to take the ramp toward I-290 E/Eisenhower Expy/Chicago.
Then 0.04 miles 12.83 total miles
-  11. Keep right to take the I-88 E ramp toward I-290 E/Eisenhower Expy/Chicago.
Then 0.36 miles 13.19 total miles
-  12. Merge onto Chicago-Kansas City Expressway E.
Then 2.70 miles 15.89 total miles
-  13. Take the 25th Ave N exit, EXIT 18B.
Then 0.21 miles 16.10 total miles
-  14. Merge onto 25th Ave.
Then 0.60 miles 16.70 total miles
-  15. Turn right onto Madison St.
Madison St is 0.1 miles past S Mayood Dr.
If you reach Warren Ave you've gone a little too far.
Then 0.39 miles 17.10 total miles
-  16. Turn left onto S 19th Ave.
S 19th Ave is just past S 20th Ave.
If you reach S 18th Ave you've gone a little too far.
Then 1.03 miles 18.13 total miles
-  17. Turn right onto W Lake St.
W Lake St is 0.1 miles past Main St.
If you reach Rica St you've gone a little too far.
Then 0.52 miles 18.65 total miles
-  18. Turn left onto N 11th Ave.
N 11th Ave is just past N 12th Ave.
If you reach N 10th Ave you've gone a little too far.
Then 0.08 miles 18.73 total miles
-  19. Take the 1st left onto Superior St.
If you reach Chicago Ave you've gone a little too far.
Then 0.02 miles 18.75 total miles
-  20. 1111 Superior St, Meirose Park, IL 60160-4137, 1111 SUPERIOR ST is on the left.
If you reach N 12th Ave you've gone a little too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

3470 W 183rd St, Hazel Crest, IL, 60429-2428



28 MIN | 17.8 MI

Est. fuel cost: \$1.80

Trip time based on traffic conditions as of 12:59 PM on January 29, 2018. Current Traffic: Light



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

RCG Hazel Crest Davita (3470 West 183rd Street, Hazel Crest) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.09 total miles



3. Turn left onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 1.44 miles

2.53 total miles



4. Turn right onto S 76th Ct.

S 76th Ct is just past S 77th Ave.

Then 0.01 miles

2.54 total miles



5. S 76th Ct becomes S 76th Ave.

Then 0.07 miles

2.61 total miles



6. S 76th Ave becomes S 76th Ct.

Then 0.00 miles

2.61 total miles



7. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward Indiana (Portions toll).

If you are on S 76th Ave and reach Industrial Dr you've gone about 0.1 miles too far.

Then 10.67 miles

13.29 total miles



8. Merge onto W 159th St/US-6 W.

Then 1.10 miles

14.39 total miles

235



9. Turn left onto Kedzie Ave.
Kadzie Ave is just past Troy Ave.

If you reach Sawyer Ave you've gone a little too far.

Then 3.01 miles

17.40 total miles



10. Turn right onto 183rd St.
183rd St is 0.1 miles past Oliva Rd.

If you reach 184th St you've gone about 0.1 miles too far.

Then 0.41 miles

17.81 total miles



11. 3470 W 183rd St, Hazel Crest, IL 60429-2428, 3470 W 183RD ST is on the left.

Your destination is just past Village West Dr.

If you reach Fountainbleau Dr you've gone a little too far.

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YOUR TRIP TO:

3825 Highland Ave, Downers Grove, IL, 60515



22 MIN | 17.8 MI

Est. fuel cost: \$1.83

Trip time based on traffic conditions as of 1:48 PM on January 29, 2018. Current Traffic: Light



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

Downers Grove Dialysis Center Fresenius (3825 Highland Ave, Downers Grove) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

Le Grange Rd is 0.2 miles past S Kean Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 5.75 miles

10.84 total miles



6. Take I-88 W toward Aurora (Portions toll).

Then 5.52 miles

16.36 total miles



7. Take the Highland Ave exit.

Then 0.27 miles

16.63 total miles



8. Keep left to take the ramp toward MIDWESTERN COLLEGE/Downers Grove.

Then 0.03 miles

16.65 total miles



9. Turn left onto Highland Ave/County Hwy-9.

Then 1.14 miles

17.79 total miles



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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
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YOUR TRIP TO:

1200 Sibley Blvd, Calumet City, IL, 60409-2327



28 MIN | 27.0 MI











Est. fuel cost: \$1.94

Trip time based on traffic conditions as of 1:38 PM on January 29, 2018. Current Traffic: Light



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Calumet City Dialysis Davita (1200 Sibley Boulevard Calumet City) to the Proposed Dialysis Care Center Hickory Hills

-  1. Start out going east on W 87th St toward S 88th Ave.
Then 0.09 miles 0.09 total miles
-  2. Take the 1st left onto S 88th Ave.
If you reach S 87th Ave you've gone about 0.1 miles too far.
Then 1.01 miles 1.10 total miles
-  3. Merge onto IL-171/Archer Ave via the ramp on the left.
If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.
Then 0.37 miles 1.47 total miles
-  4. Merge onto I-294 S/Tri State Tollway S toward Indiana (Portions toll).
Then 15.14 miles 16.62 total miles
-  5. Take the exit toward I-57/I-80 W/Iowa.
Then 0.43 miles 17.05 total miles
-  6. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward I-80 E/Indiana (Portions toll).
Then 5.01 miles 22.06 total miles
-  7. Take the I-94 W exit, EXIT 0, toward Chicago.
Then 0.95 miles 23.01 total miles
-  8. Merge onto Bishop Ford Fwy N.
Then 0.46 miles 23.47 total miles
-  9. Bishop Ford Fwy N becomes I-94 W/Bishop Ford Fwy W.
Then 2.17 miles 25.64 total miles
-  10. Take the Sibley Blvd/IL-83 E exit, EXIT 71B.
Then 0.22 miles 25.86 total miles



11. Merge onto E Sibley Blvd.

Then 1.14 miles

27.00 total miles

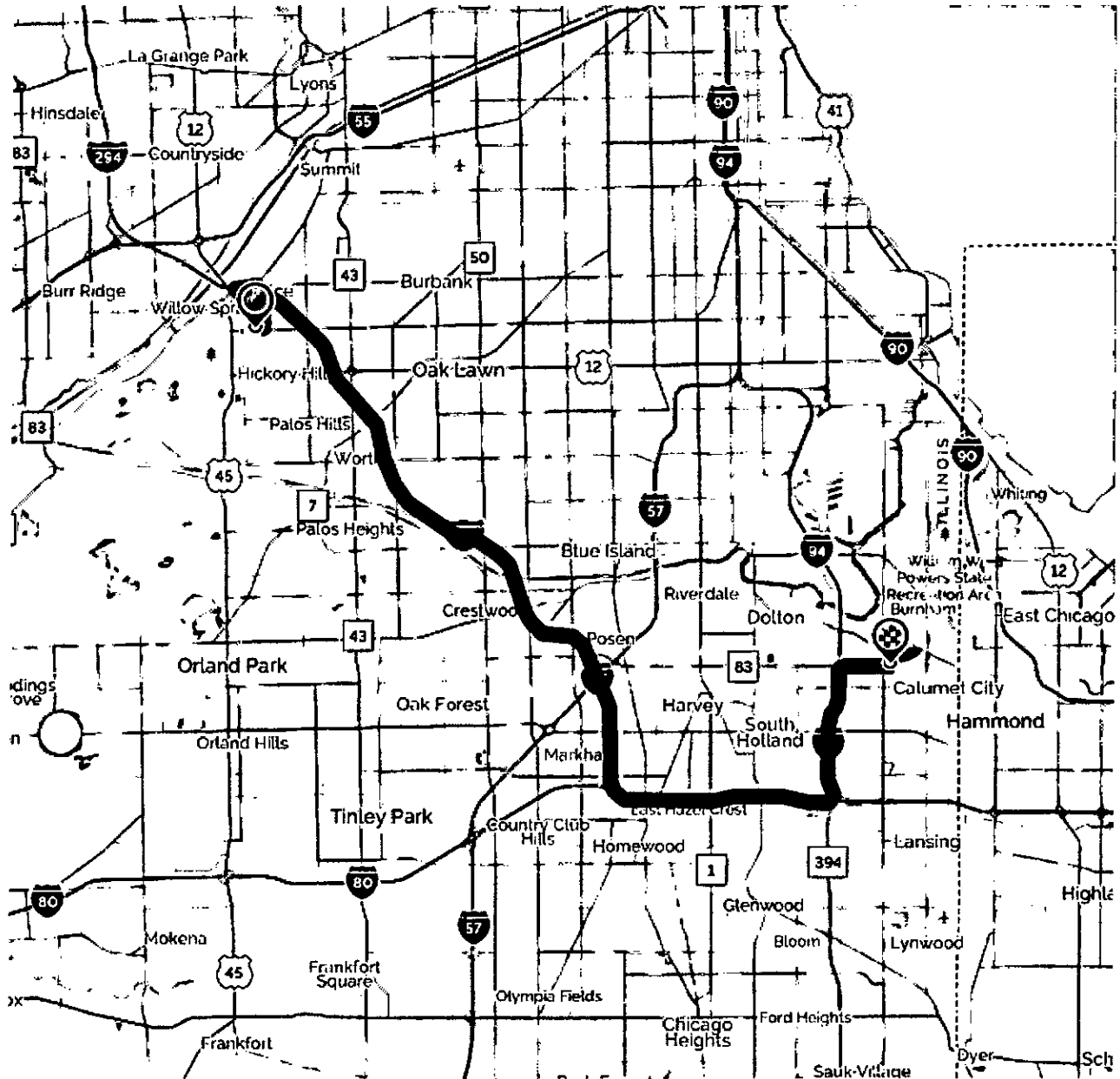


12. 1200 Sibley Blvd, Calumet City, IL 60409-2327, 1200 SIBLEY BLVD is on the left.

Your destination is just past Manistee Ave.

If you reach Muskegon Ave you've gone a little too far.

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Manhattan

52



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**Car trouble mid-trip?
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YOUR TRIP TO:

[2412 - 2430] Wolf Rd



22 MIN | 11.8 MI

Est. fuel cost: \$1.22

Trip time based on traffic conditions as of 2:01 PM on January 29, 2018. Current Traffic: Heavy



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

LaGrange Dialysis Center Fresenius (2400 Wolf Road, Westchester) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.78 miles

3.25 total miles



5. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.15 total miles



6. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 4.07 miles

9.22 total miles



7. Merge onto Ogden Ave/US-34 E.

Then 0.99 miles

10.21 total miles



8. Turn left onto Wolf Rd.

Wolf Rd is just past Lawn Ave.

If you reach Johnson Ave you've gone a little too far.

Then 1.64 miles

11.85 total miles

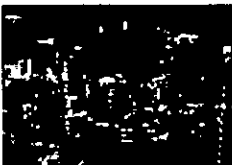
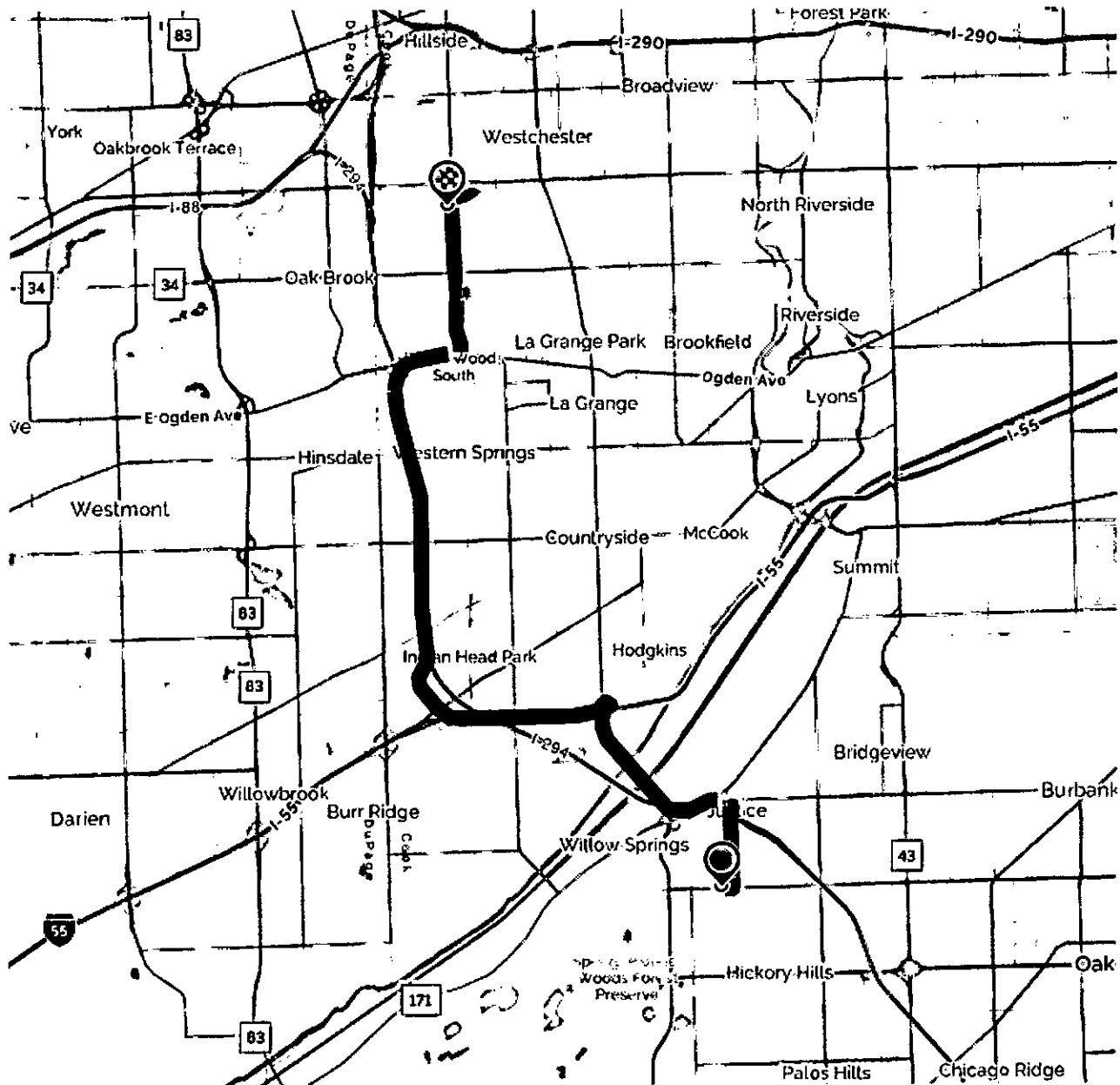


9. [2412 - 2430] Wolf Rd, [2412 - 2430] WOLF RD.

Your destination is just past Windsor Dr.

If you are on S Wolf Rd and reach Westbrook Corporate Ctr you've gone a little too far.

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YOUR TRIP TO:

[3901 - 3999] W 167th St



24 MIN | 16.6 MI

Est. fuel cost: \$1.68

Trip time based on traffic conditions as of 12:55 PM on January 29, 2018. Current Traffic: Moderate



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 the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.09 total miles



3. Turn left onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 1.44 miles

2.53 total miles



4. Turn right onto S 76th Ct.

S 76th Ct is just past S 77th Ave.

Then 0.01 miles

2.54 total miles



5. S 76th Ct becomes S 76th Ave.

Then 0.07 miles

2.61 total miles



6. S 76th Ave becomes S 76th Ct.

Then 0.00 miles

2.61 total miles



7. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward Indiana (Portions toll).

If you are on S 76th Ave and reach Industrial Dr you've gone about 0.1 miles too far.

Then 9.46 miles

12.08 total miles












8. Merge onto I-57 S via EXIT 8 toward Memphis (Electronic toll collection only).

Then 2.92 miles

14.99 total miles

246

- | | | |
|---|---|-------------------|
|  | 9. Take the 167th St exit, EXIT 346. | |
| | Then 0.22 miles | 15.21 total miles |
|  | 10. Keep left to take the 167th St E ramp. | |
| | Then 0.16 miles | 15.37 total miles |
|  | 11. Keep straight to take the 167th St E ramp. | |
| | Then 0.06 miles | 15.42 total miles |
|  | 12. Keep straight to take the 167th St E ramp. | |
| | Then 0.03 miles | 15.45 total miles |
|  | 13. Keep straight to take the 167th St E ramp. | |
| | Then 0.01 miles | 15.46 total miles |
|  | 14. Keep straight to take the 167th St E ramp. | |
| | Then 0.04 miles | 15.51 total miles |
|  | 15. Keep right to take the 167th St E ramp. | |
| | Then 0.23 miles | 15.74 total miles |
|  | 16. Merge onto 167th St. | |
| | Then 0.88 miles | 16.62 total miles |
|  | 17. [3901 - 3999] W 167th St, [3901 - 3999] W 167TH ST. | |
| | <i>If you reach Briargate Dr you've gone about 0.1 miles too far.</i> | |

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YOUR TRIP TO:

733 Madison St, Oak Park, IL, 60302-4419



26 MIN | 15.3 MI

Est. fuel cost: \$1.57

Trip time based on traffic conditions as of 1:52 PM on January 29, 2018. Current Traffic: Light



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

Oak Park Dialysis Center Fresenius (733 West Madison Street Oak Park) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.
La Grange Rd is 0.2 miles past S Kaan Ave.

Then 2.14 miles

2.97 total miles



4. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 3.56 miles

6.53 total miles



5. Merge onto IL-171 N via EXIT 282B toward 1st Ave.

Then 6.18 miles

12.71 total miles



6. Merge onto I-290 E/Chicago-Kansas City Expressway E/Eisenhower Expy E.

Then 1.38 miles

14.09 total miles

7. Take the IL-43/Harlem Ave exit, EXIT 21B, on the left.

Then 0.21 miles

14.30 total miles



8. Turn left onto Harlem Ave/IL-43.

Then 0.43 miles

14.73 total miles



9. Turn right onto Madison St.

Madison St is 0.1 miles past Monroe St.

If you reach Washington Blvd you've gone about 0.1 miles too far.

Then 0.58 miles

15.30 total miles

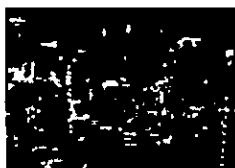
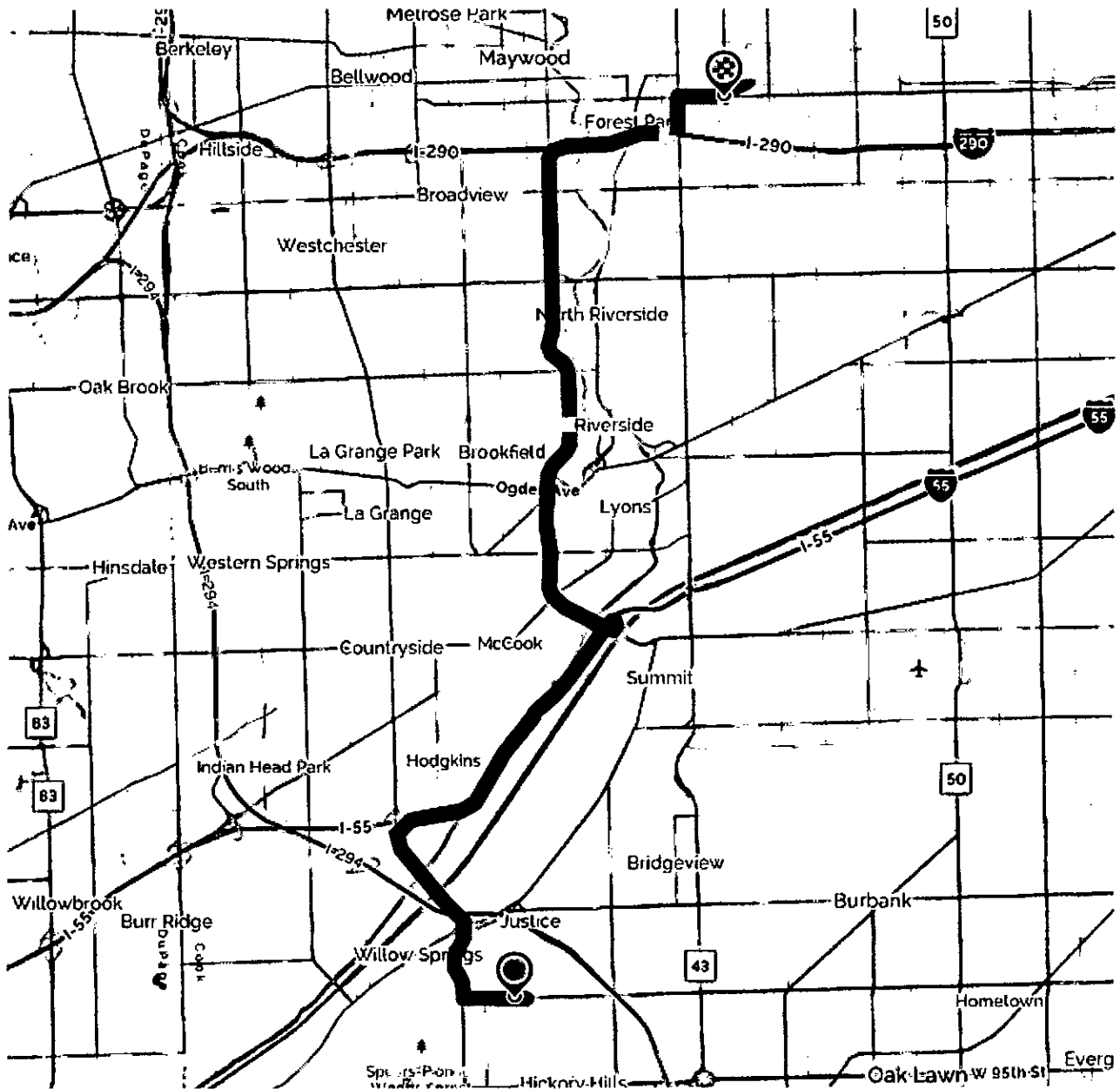


10. 733 Madison St, Oak Park, IL 60302-4419, 733 MADISON ST is on the left.

Your destination is just past S Oak Park Ave.

If you reach S Euclid Ave you've gone a little too far.

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YOUR TRIP TO:



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

27 MIN | 24.7 MI

Est. fuel cost: \$1.78

Trip time based on traffic conditions as of 12:51 PM on January 29, 2018. Current Traffic: Light



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 the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gona about 0.1 milas too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 0.63 miles

1.46 total miles



4. Merge onto IL-171 N/Archer Ave toward 79th St/I-294 S/TOLLWAY S/Indiana.

Then 0.40 milas

1.86 total miles



5. Merge onto I-294 S/Tri State Tollway S toward Indiana (Portions toll).

Then 12.43 miles

14.29 total miles



6. Merge onto I-57 S via EXIT 8 toward Memphis (Electronic toll collection only).

Then 9.27 miles

23.55 total miles



7. Merge onto US-30 E/Lincoln Hwy via EXIT 340A.

Then 1.16 miles

24.71 total miles



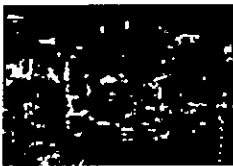
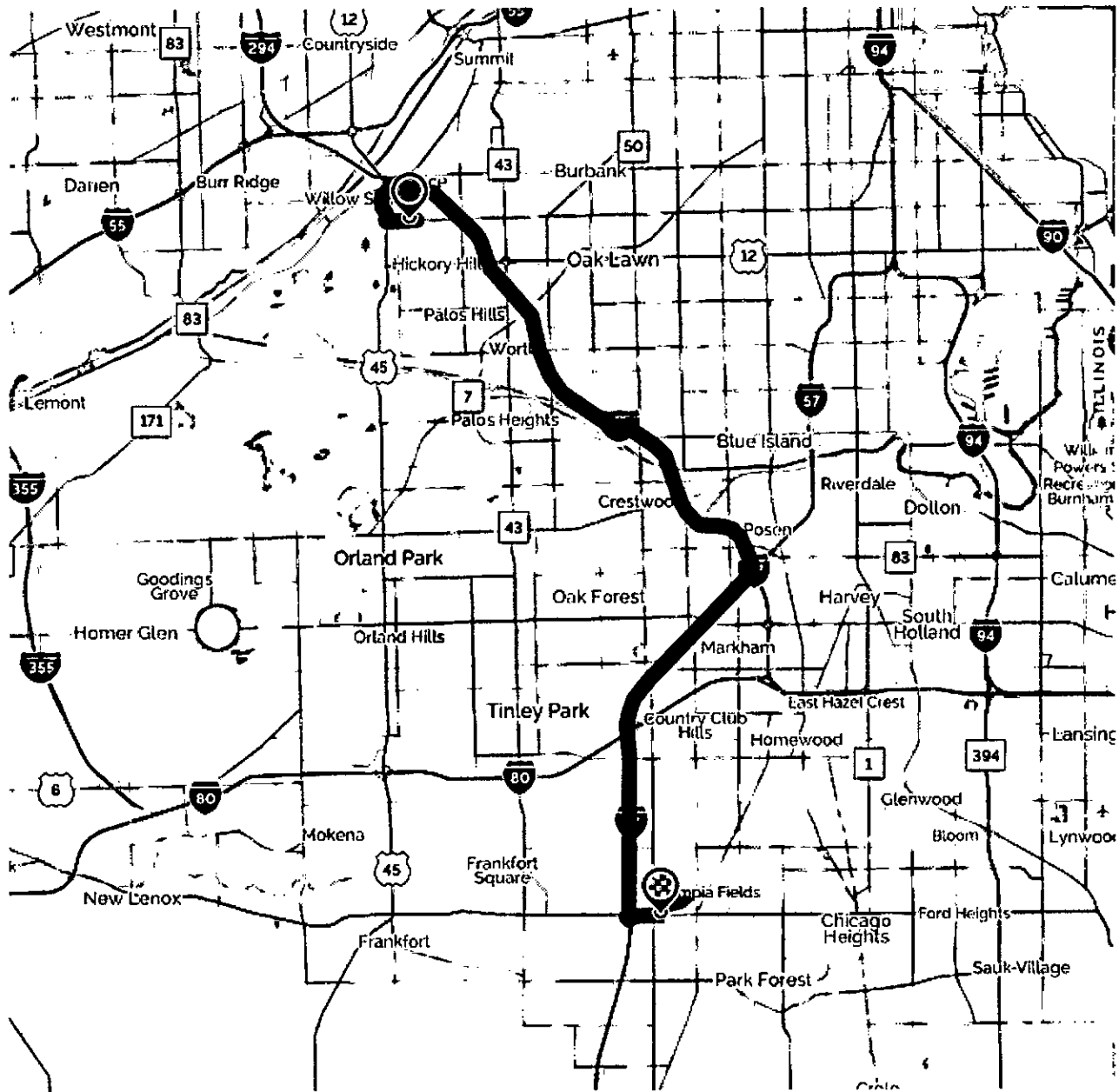
8. 4557 W Lincoln Hwy, #B, Matteson, IL 60443-2318, 4557 W LINCOLN HWY, #B is on the left.

Your destination is just past Lincoln Mall Dr.

If you reach Kostner Ava you've gona about 0.2 miles too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

133 E Brush Hill Rd, Elmhurst, IL, 60126-5658



18 MIN | 13.8 MI


Est. fuel cost: \$1.39


Trip time based on traffic conditions as of 3:27 PM on January 29, 2018. Current Traffic: Light





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


Fresenius Medical Care Elmhurst (133 E Brush Hill Road Elmhurst) to the Proposed Dialysis Care Center Hickory Hills

-  1. Start out going east on W 87th St toward S 88th Ave.
Then 0.09 miles 0.09 total miles


-  2. Make a U-turn at S 88th Ave onto W 87th St.
If you reach S 87th Ave you've gone about 0.1 miles too far.
Then 0.75 miles 0.83 total miles


-  3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.
La Grange Rd is 0.2 miles past S Kean Ave.
Then 2.37 miles 3.20 total miles


-  4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.
Then 1.89 miles 5.10 total miles


-  5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).
Then 7.22 miles 12.31 total miles

6. Take the IL-38 W/Roosevelt Road exit on the left.
Then 0.03 miles 12.35 total miles

-  7. Merge onto I-294 N/Tri State Tollway N (Portions toll).
Then 0.13 miles 12.48 total miles

-  8. Merge onto Roosevelt Rd/IL-38 W.
Then 0.74 miles 13.21 total miles

-  9. Take the York Road N ramp.
Then 0.23 miles 13.44 total miles

-  10. Keep left at the fork in the ramp.
Then 0.04 miles 13.48 total miles

262



11. Stay straight to go onto E Brush Hill Rd.

Then 0.31 miles

13.79 total miles

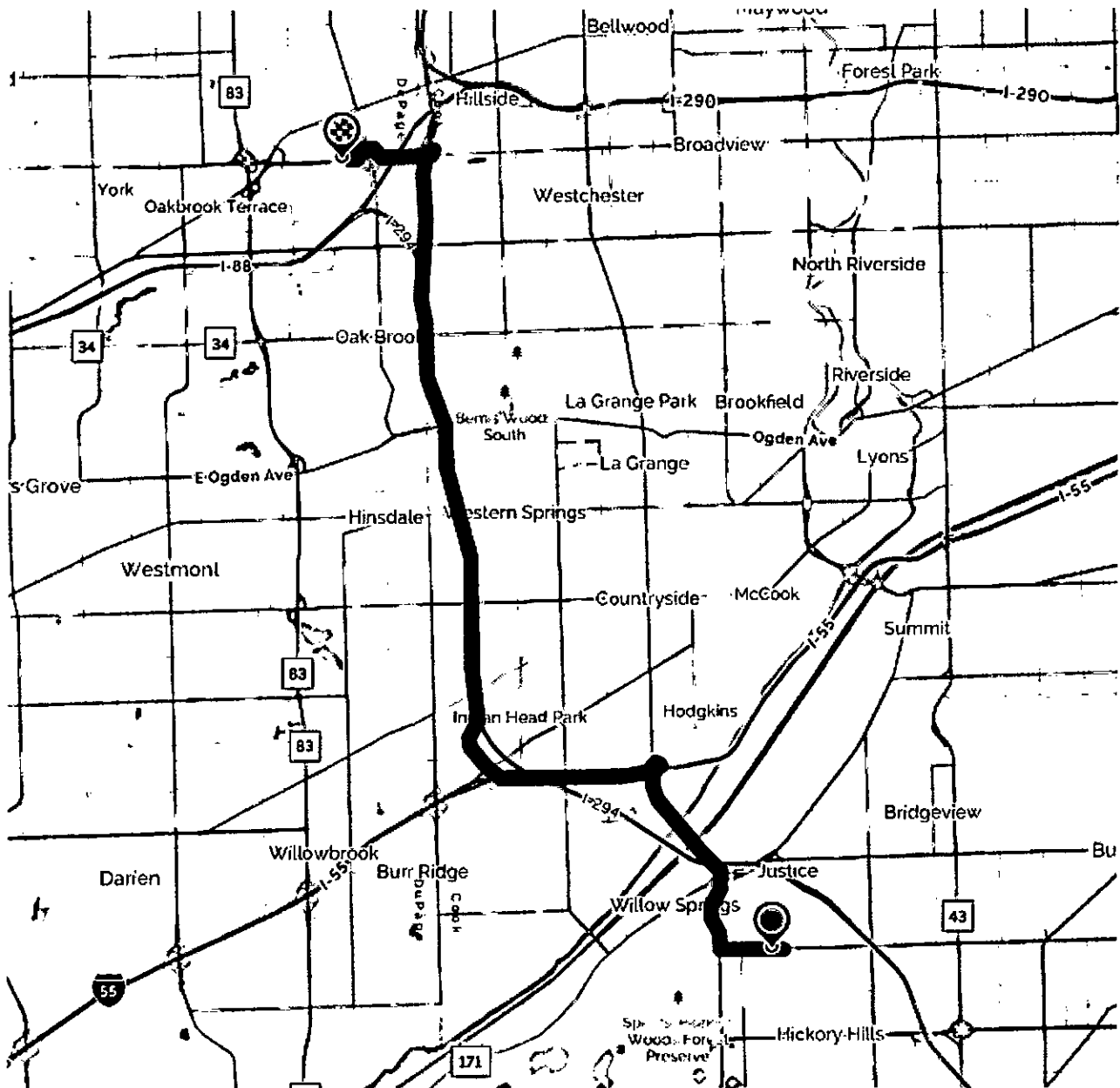


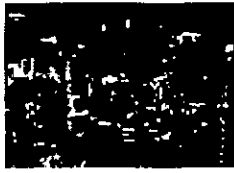
12. 133 E Brush Hill Rd, Elmhurst, IL 60126-5658, 133 E BRUSH HILL RD is on the left.

Your destination is 0.2 miles past Fronza Pkwy.

If you reach S Euclid Ave you've gone about 0.1 miles too far.

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**Car trouble mid-trip?
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Assistance is here:**
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YOUR TRIP TO:

5340 159th St, Oak Forest, IL, 60452-4703



23 MIN | 12.9 MI

Est. fuel cost: \$1.35

Trip time based on traffic conditions as of 10:39 AM on January 31, 2010. Current Traffic: Light



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Fresenius Medical Care Oak Forest (5340 West 159th Street Oak Forest) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.09 total miles



3. Turn left onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 1.44 miles

2.53 total miles



4. Turn right onto S 76th Ct.

S 76th Ct is just past S 77th Ave.

Then 0.01 miles

2.54 total miles



5. S 76th Ct becomes S 76th Ave.

Then 0.07 miles

2.61 total miles



6. S 76th Ave becomes S 76th Ct.

Then 0.00 miles

2.61 total miles



7. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward Indiana (Portions toll).

If you are on S 76th Ave and reach Industrial Dr you've gone about 0.1 miles too far.

Then 4.97 miles

7.59 total miles



8. Merge onto S Cicero Ave/IL-50 S.

Then 4.64 miles

12.22 total miles

265

- ➔ 9. Turn right onto 159th St/US-6 W.
159th St is 0.2 miles past 157th St.

If you reach 160th St you've gone about 0.1 miles too far.

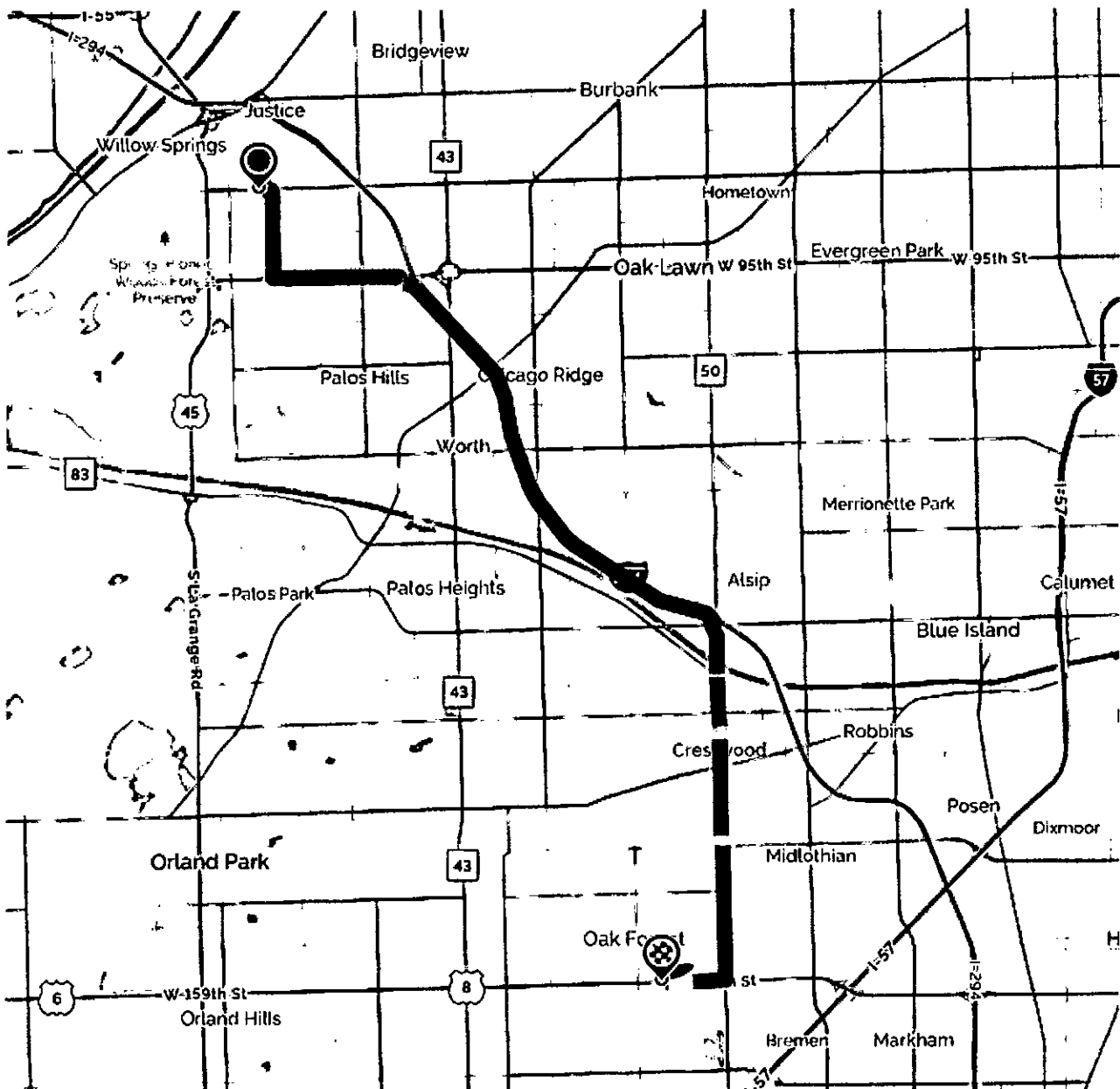
Then 0.69 miles

12.92 total miles

- 📍 10. 5340 159th St, Oak Forest, IL 60452-4703, 5340 159TH ST 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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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:



4811 W 77th St, Burbank, IL, 60459-1586

17 MIN | 5.7 MI

Est. fuel cost: \$0.57

Trip time based on traffic conditions as of 4:03 PM on January 29, 2018. Current Traffic: Moderate



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

FMC Dialysis Services - Burbank (4811 W. 77th Street Burbank) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 3.10 miles

3.10 total miles



2. Turn slight left onto State Rd.

State Rd is 0.1 miles past Natchez Ave.

If you are on W 87th St and reach Mobile Ave you've gone a little too far.

Then 2.33 miles

5.42 total miles



3. Turn right.

If you reach S Cicero Ave you've gone about 0.3 miles too far.

Then 0.02 miles

5.44 total miles



4. Take the 1st left.

Then 0.13 miles

5.57 total miles



5. Turn right onto La Crosse Ave.

If you reach S Cicero Ave you've gone about 0.1 miles too far.

Then 0.10 miles

5.67 total miles

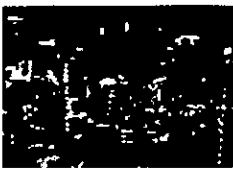
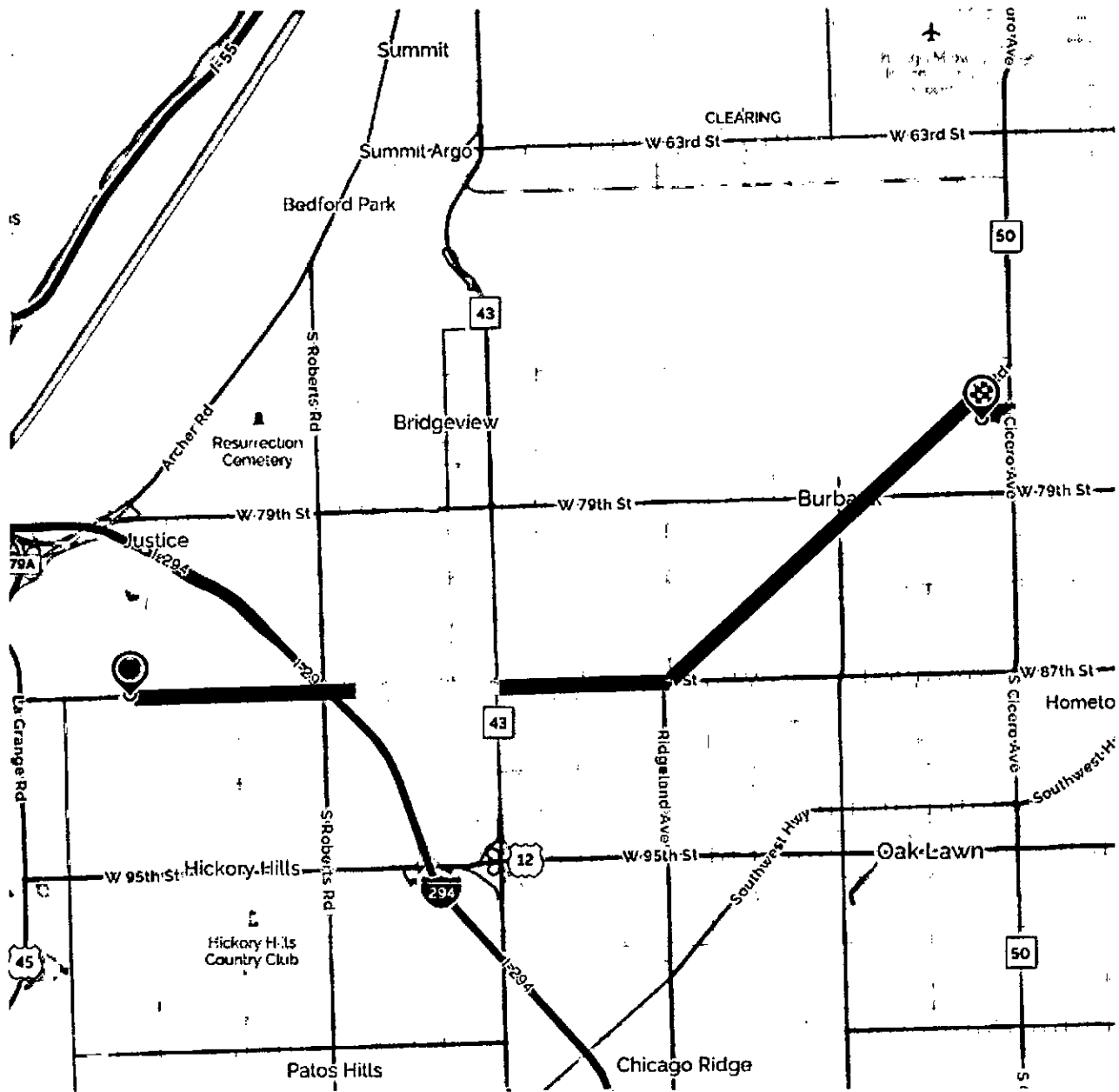


5. 4811 W 77th St, Burbank, IL 60459-1586, 4811 W 77TH ST.

Your destination is just past Le Crosse Ave.

If you reach W 76th St you've gone a little too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

4861 Cal Sag Rd



14 MIN | 8.8 MI


Est. fuel cost: \$0.89


Trip time based on traffic conditions as of 2:68 PM on January 29, 2018. Current Traffic: Light





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


Dialysis Center of America - Crestwood (4861 Cal Sag Road Crestwood) to the Proposed Dialysis Care Center Hickory Hills


-  1. Start out going east on W 87th St toward S 88th Ave.
Then 0.09 miles 0.09 total miles


-  2. Take the 1st right onto S 88th Ave.
If you reach S 87th Ave you've gone about 0.1 miles too far.
Then 1.01 miles 1.09 total miles


-  3. Turn left onto W 95th St/US-20 E/US-12 E.
W 95th St is 0.1 miles past Kitty Ln.
If you reach W 95th Pl you've gone a little too far.
Then 1.44 miles 2.53 total miles

-  4. Turn right onto S 76th Ct.
S 76th Ct is just past S 77th Ave.
Then 0.01 miles 2.54 total miles

-  5. S 76th Ct becomes S 76th Ave.
Then 0.07 miles 2.61 total miles

-  6. S 76th Ave becomes S 76th Ct.
Then 0.00 miles 2.61 total miles

-  7. Merge onto I-294 S/Tri State Tollway S via the ramp on the left toward Indiana (Portions toll).
If you are on S 76th Ave and reach Industrial Dr you've gone about 0.1 miles too far.
Then 4.97 miles 7.59 total miles

-  8. Merge onto S Cicero Ave/IL-50 S.
Then 1.16 miles 8.74 total miles

- 9. Turn right onto Cal Sag Rd/IL-83.
Cal Sag Rd is 0.1 miles past W 131st St.

If you are on IL-50 and reach IL-83 you've gone a little too far.

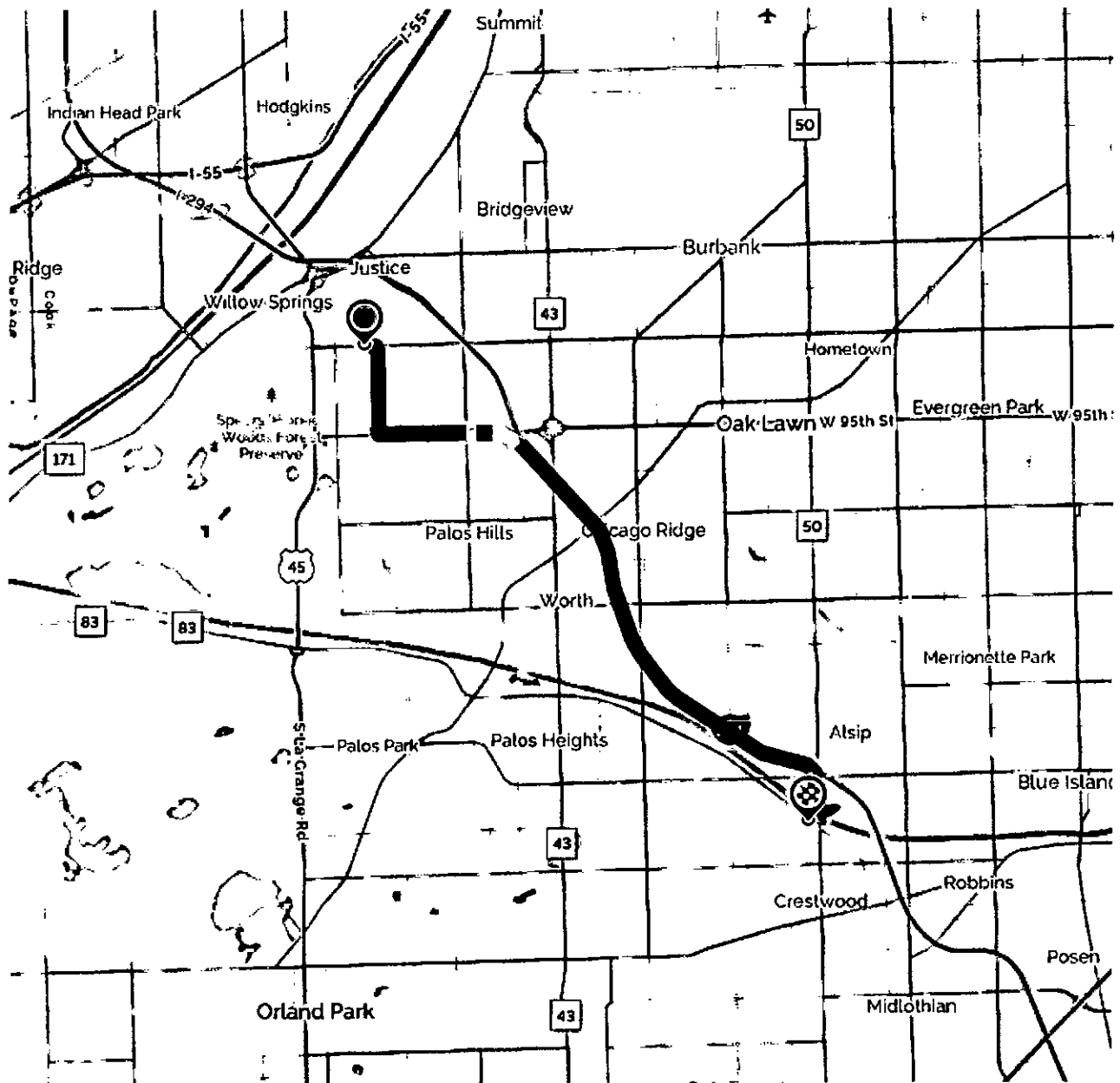
Then 0.10 miles

8.84 total miles

- 📍 10. 4861 Cal Sag Rd, Crestwood, IL 60445-4416, 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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**Car trouble mid-trip?
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Assistance is here:**
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YOUR TRIP TO:



6236 W 95th St, Oak Lawn, IL, 60453-2702

12 MIN | 4.4 MI

Est. fuel cost: \$0.44

Trip time based on traffic conditions as of 1:05 PM on January 29, 2018. Current Traffic: Heavy



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

Stony Creek Dialysis Davita (6236 West 95th Street, Oak Lawn) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.09 total miles



3. Turn left onto W 95th St/US-20 E/US-12 E.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 3.22 miles

4.31 total miles



4. Make a U-turn at Melvina Ave onto W 95th St/US-20 W/US-12 W.

If you reach Moody Ave you've gone a little too far.

Then 0.08 miles

4.39 total miles

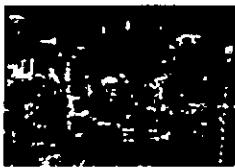
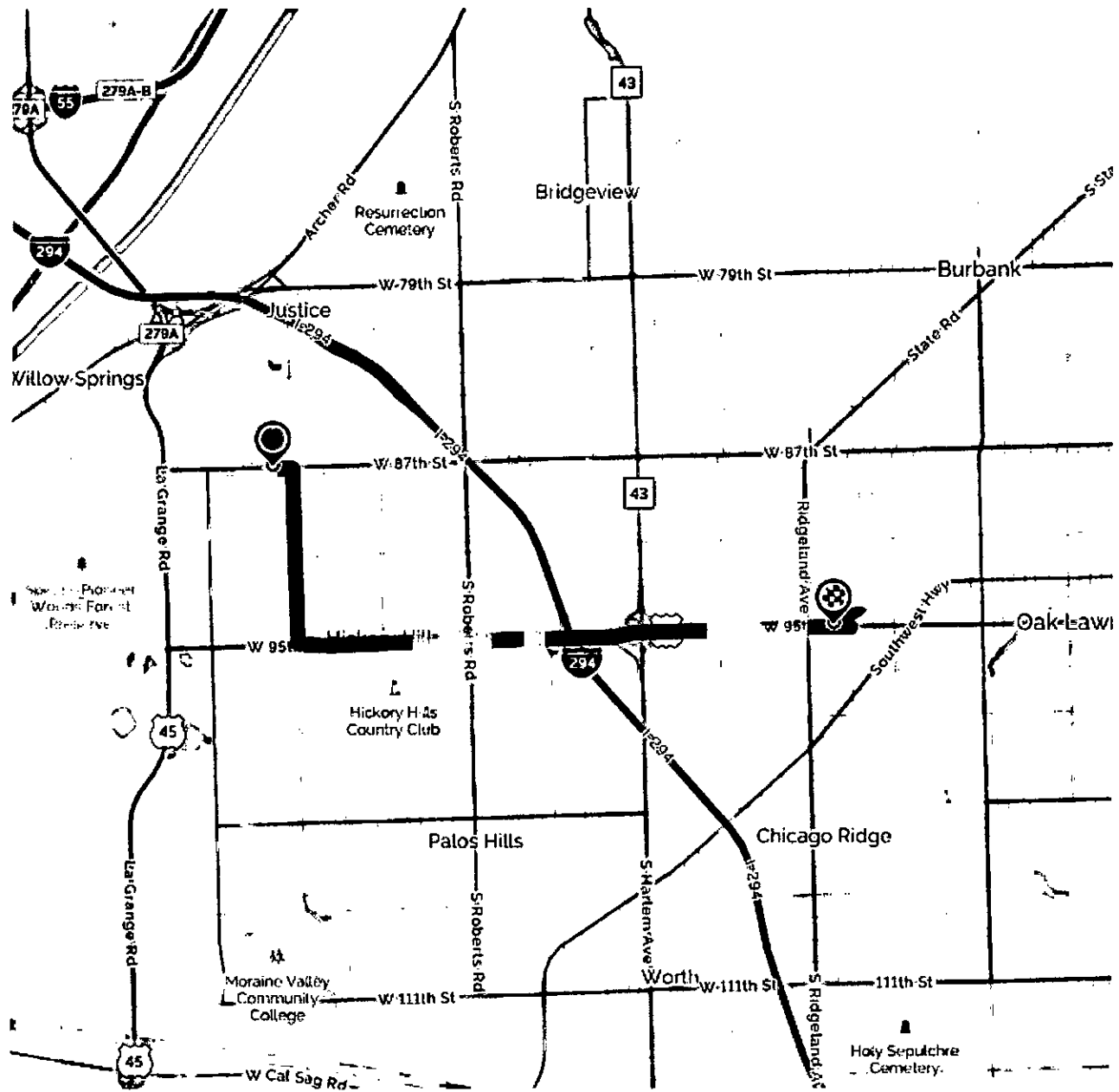


5. 6236 W 95th St, Oak Lawn, IL 60453-2702, 6236 W 95TH ST is on the left.

Your destination is just past Merrimac Ave.

If you reach Merton Ave you've gone a little too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

9160 W 159th St, Orland Park, IL, 60462-5648



17 MIN | 10.7 MI

Est. fuel cost: \$1.08

Trip time based on traffic conditions as of 3:16 PM on January 29, 2018. Current Traffic: Light



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 the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.00 miles

1.08 total miles



3. Turn right onto W 95th St/US-20 W/US-12 W.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 0.67 miles

1.75 total miles



4. Turn left onto La Grange Rd/US-45 S/US-20 E/US-12 E. Continue to follow La Grange Rd/US-45 S.

La Grange Rd is 0.1 miles past S Kean Ave.

Then 8.22 miles

9.97 total miles



5. Turn left onto W 159th St/US-6 E.

W 159th St is 0.3 miles past W 156th St.

If you are on US-45 S and reach 163rd St you've gone about 0.5 miles too far.

Then 0.65 miles

10.62 total miles



6. Make a U-turn at Parkhill Dr onto W 159th St/US-6 W.

If you reach Haven Ave you've gone about 0.1 miles too far.

Then 0.09 miles

10.71 total miles

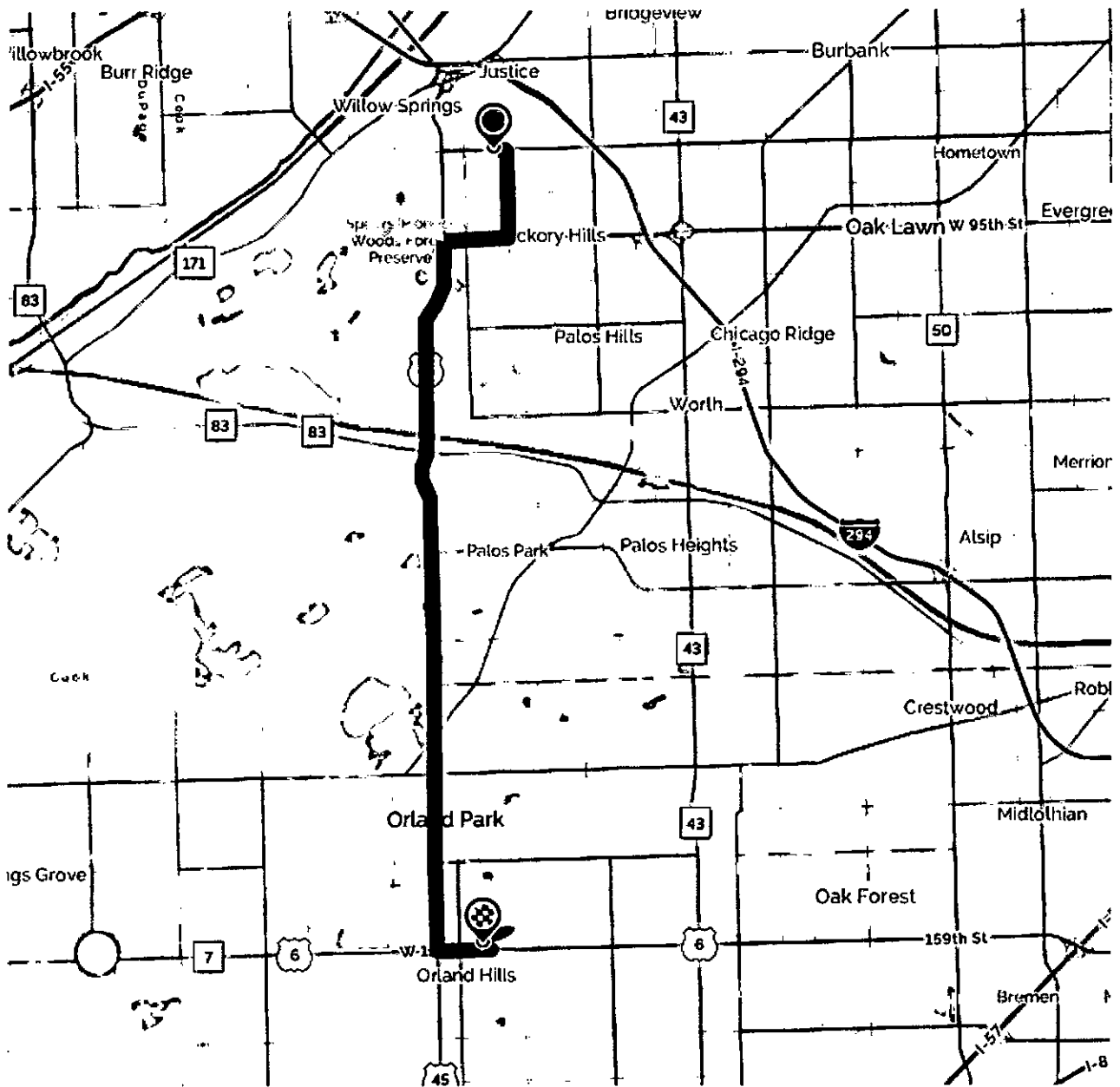


7. 9160 W 159th St, Orland Park, IL 60462-5648, 9160 W 159TH ST is on the left.

If you reach Orland Towne Ctr you've gone about 0.1 miles too far.

275

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

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



27 MIN | 18.4 MI

Est. fuel cost: \$1.92

Trip time based on traffic conditions as of 11:06 AM on January 31, 2018. Current Traffic: Light



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

US Renal Care Villa Park USRC (200 East North Avenue Villa Park) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.78 miles

3.25 total miles



5. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.15 total miles



8. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 7.22 miles

12.37 total miles

7. Take the IL-38 W/Roosevelt Road exit on the left.

Then 0.03 miles

12.40 total miles



8. Merge onto I-294 N/Tri State Tollway N (Portions toll).

Then 0.13 miles

12.53 total miles



9. Merge onto Roosevelt Rd/IL-38 W.

Then 2.22 miles

14.75 total miles



10. Merge onto S State Route 83/IL-83 N.

Then 3.21 miles

17.96 total miles

11. Turn left onto W North Ave/IL-64.
W North Ave is 0.2 miles past W 2nd St.

Then 0.41 miles

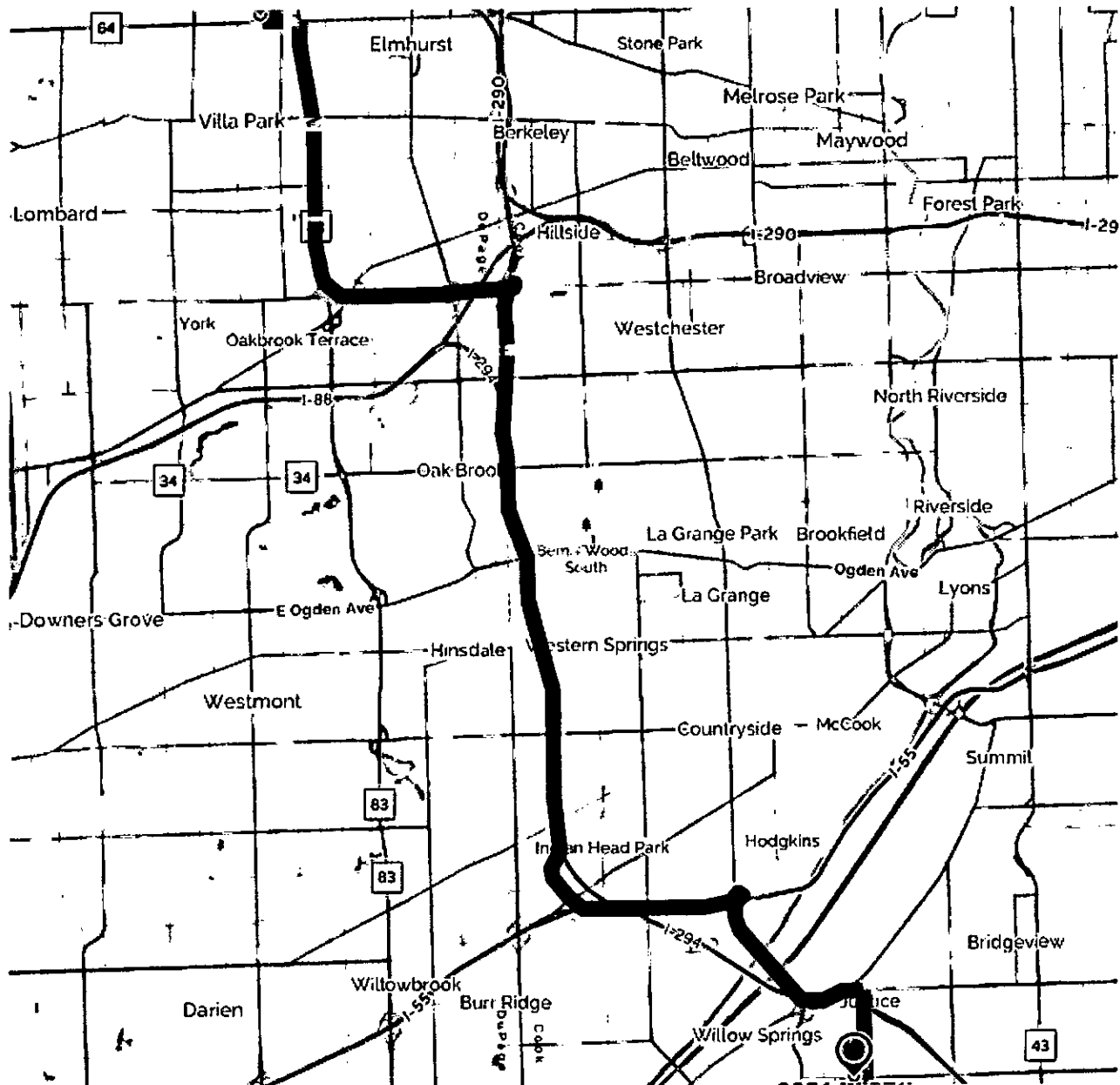
18.37 total miles



12. 200 E North Ave, Villa Park, IL 60181-1221, 200 E NORTH AVE is on the left.
Your destination is 0.2 miles past N Villa Ave.

if you are on IL-64 end reach N Ellsworth Ave you've gone a little too far.

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

(1-888-461-3625)

YOUR TRIP TO:

396 Remington Blvd, Bolingbrook, IL, 60440-4302



20 MIN | 16.5 MI

Est. fuel cost: \$1.72

Trip time based on traffic conditions as of 12:32 PM on January 31, 2018. Current Traffic: Light



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

USRC Bolingbrook USRC (396 Remington Blvd. Bolingbrook) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Keen Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S toward St Louis.

Then 11.86 miles

15.06 total miles



5. Take the IL-53 exit, EXIT 267, toward Bolingbrook.

Then 0.26 miles

15.32 total miles



6. Merge onto S Bolingbrook Dr/IL-53 toward Bolingbrook.

Then 0.16 miles

15.48 total miles



7. Turn left onto Remington Blvd.

Remington Blvd is just past E North Frontage Rd.

If you reach Commerce Dr you've gone a little too far.

Then 0.87 miles

16.35 total miles



8. Turn right.

0.1 miles past Woodcreek Dr.

If you reach S Schmidt Rd you've gone about 0.4 miles too far.

Then 0.03 miles

16.38 total miles

53



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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

55 E Washington St, Chicago, IL, 60602-2101



26 MIN | 21.1 MI

Est. fuel cost: \$1.57

Trip time based on traffic conditions as of 12:35 PM on January 31, 2018. Current Traffic: Light



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

Loop Renal Center Davita (55 East Washington Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.14 miles

2.97 total miles



4. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 15.58 miles

18.55 total miles



5. Take US-41 N/S Lake Shore Dr N.

Then 0.73 miles

19.28 total miles



6. Stay straight to go onto S Columbus Dr.

Then 1.42 miles

20.70 total miles



7. Turn left onto E Randolph St.

If you reach E Lake St you've gone a little too far.

Then 0.30 miles

20.99 total miles



8. Turn left onto N Wabash Ave.

If you reach N Holden Ct you've gone a little too far.

Then 0.09 miles

21.08 total miles



9. Take the 1st left onto E Washington St.

If you reach E Madison St you've gone a little too far.

Then 0.03 miles

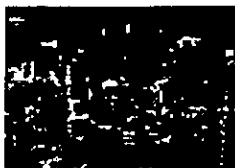
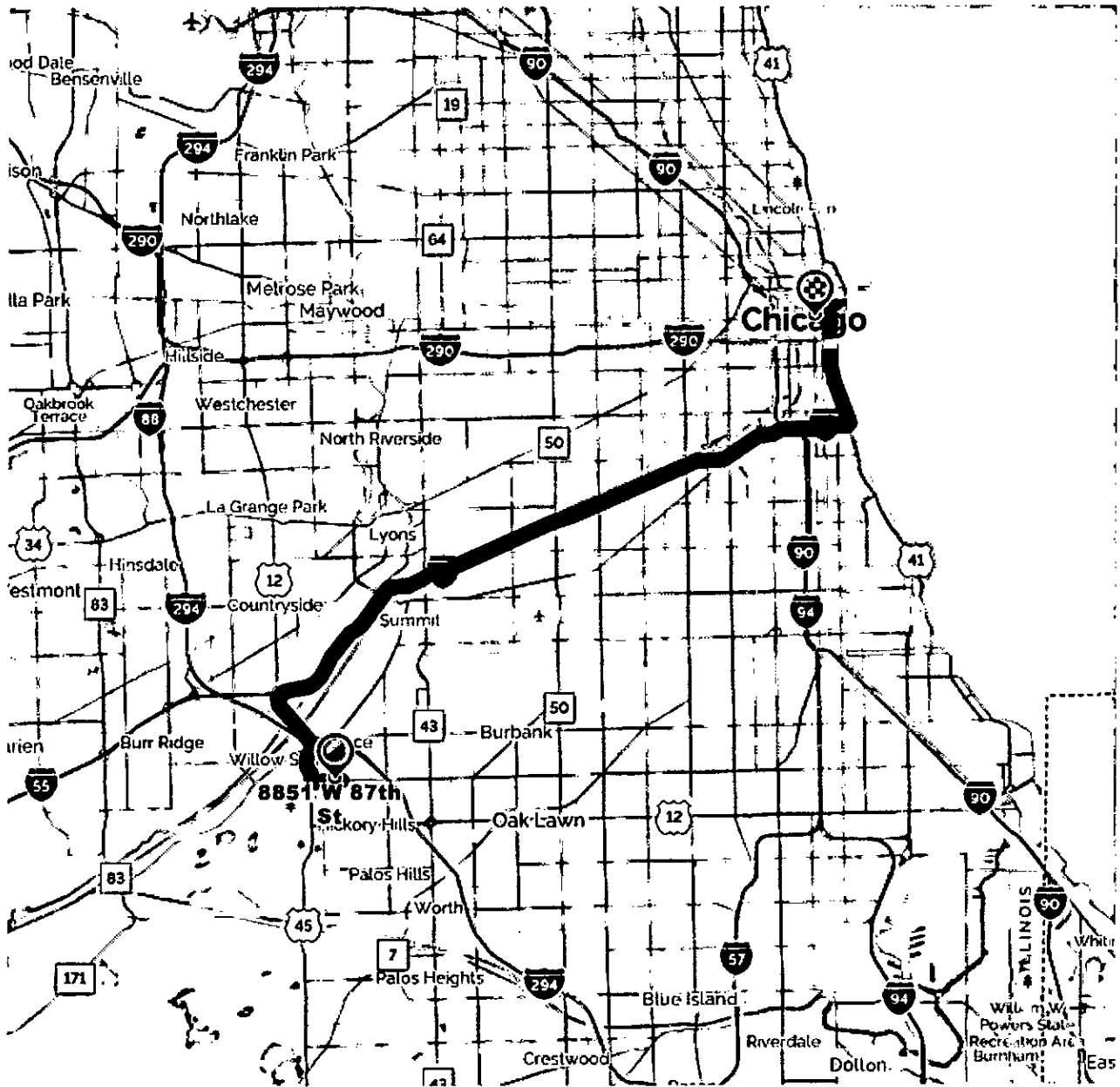
21.11 total miles



10. 55 E Washington St, Chicago, IL 60602-2101, 55 E WASHINGTON ST is on the left.

If you reach N Garland Ct you've gone a little too far.

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Car trouble mid-trip? MapQuest Roadside Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

610 S Maple Ave, Oak Park, IL, 60304-1003



27 MIN | 11.1 MI

Est. fuel cost: \$1.16

Trip time based on traffic conditions as of 11:16 AM on January 31, 2018. Current Traffic: Light



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

Maple Avenue Kidney Center (610 S. Maple Avenue Oak Park) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 3.39 miles

4.59 total miles



5. Turn right onto Archer Ave.

Archer Ave is just past W 55th Pl.

Then 0.46 miles

5.06 total miles



6. Turn left onto S Harlem Ave/IL-43.

If you are on W Archer Ave and reach S Nava Ave you've gone a little too far.

Then 5.96 miles

11.02 total miles



7. Turn right onto Monroe St.

Monroe St is just past Adams St.

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

Then 0.04 miles

11.06 total miles



8. Turn right onto S Maple Ave.

Then 0.02 miles

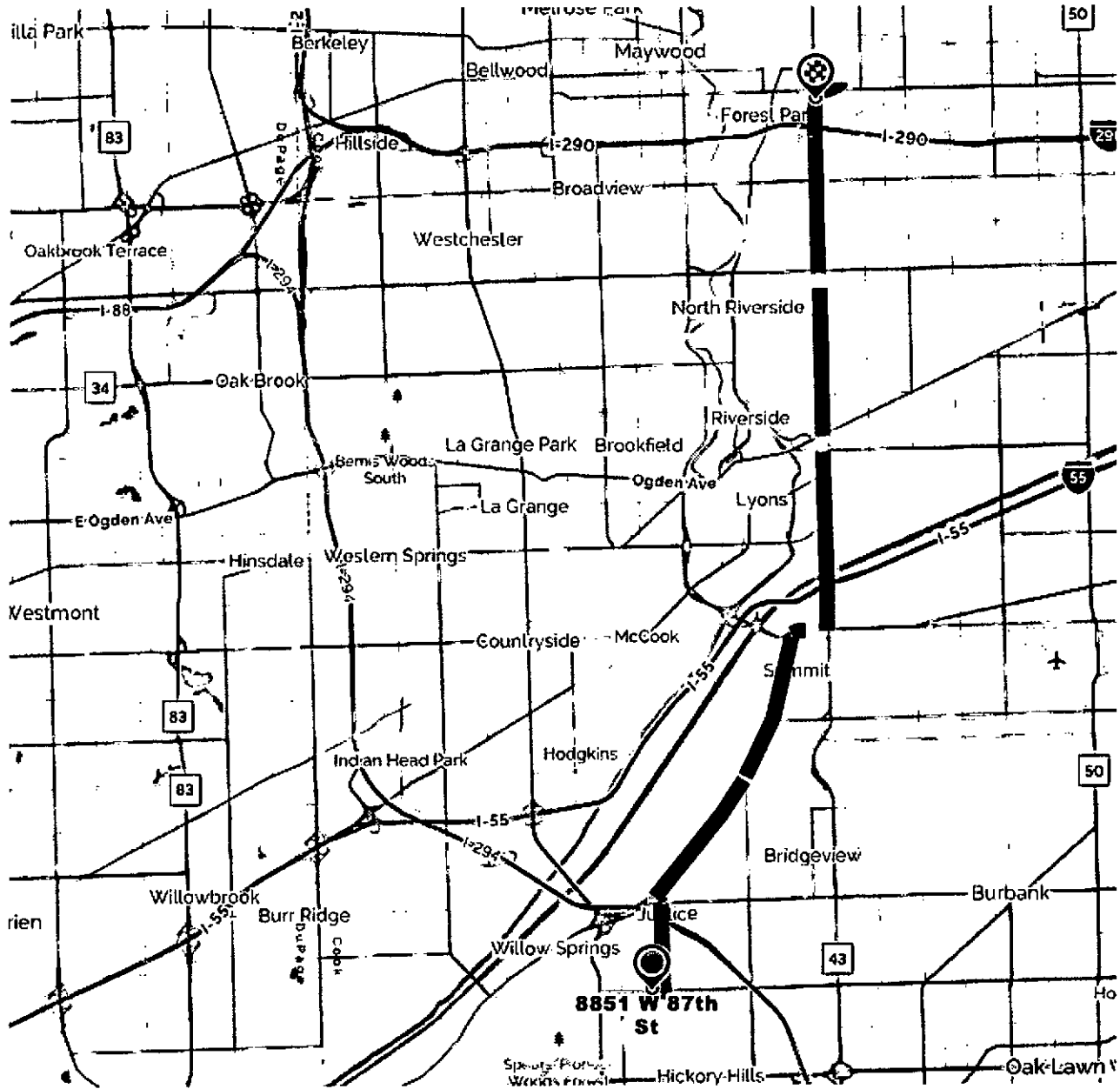
11.08 total miles



9. 610 S Maple Ave, Oak Park, IL 60304-1003, 610 S MAPLE AVE is on the left.

If you reach Adams St you've gone a little too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

557 W Polk St, Chicago, IL, 60607-4314



27 MIN | 18.5 MI

Est. fuel cost: \$1.92

Trip time based on traffic conditions as of 1:11 PM on January 31, 2018. Current Traffic: Moderate



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

Neomedica Loop East Delaware (557 West Polk Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 12.66 miles

15.69 total miles



6. Merge onto I-90 W/I-94 W/Dan Ryan Expy N via EXIT 292A toward Wisconsin.

Then 2.14 miles

17.83 total miles



7. Take EXIT 52B toward Roosevelt Rd/Taylor St.

Then 0.17 miles

18.00 total miles



8. Merge onto S Ruble St.

Then 0.07 miles


18.08 total miles



9. Take the ramp toward I-90 W/I-94 W/Kennedy Expy/Wisconsin.


Then 0.17 miles

18.24 total miles

 **10. Turn right onto W Taylor St.**
If you reach I-90 W you've gone about 0.2 miles too far.

Then 0.11 miles


18.35 total miles

 **11. Turn left onto S Jefferson St.**
S Jefferson St is just past S Desplaines St.

If you reach S Clinton St you've gone a little too far.

Then 0.16 miles


18.51 total miles

 **12. Take the 3rd right onto W Polk St.**
W Polk St is just past W Cabrini St.

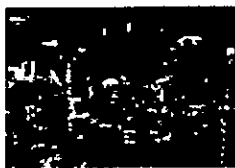
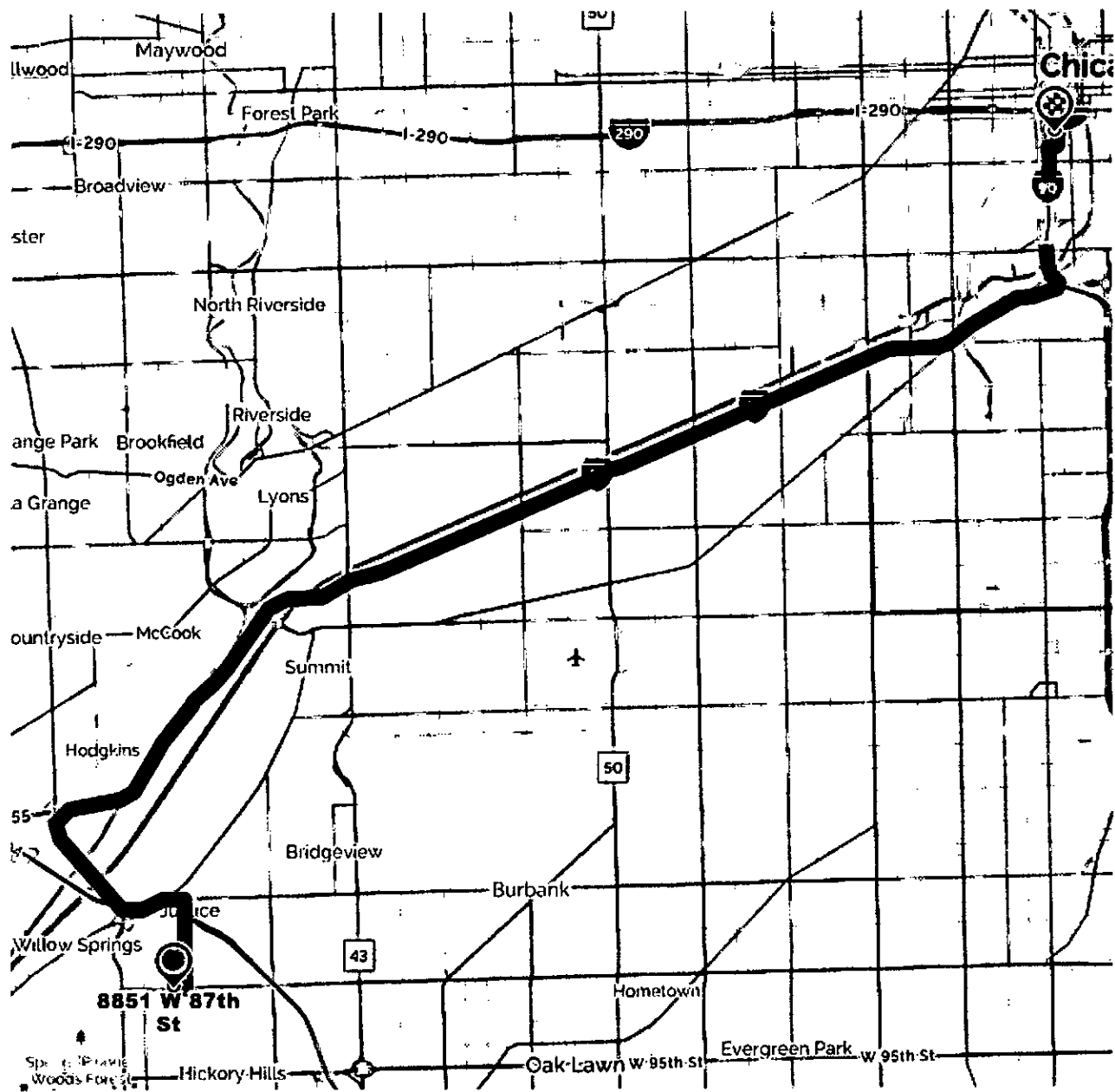
If you reach W Lexington St you've gone a little too far.

Then 0.02 miles

18.53 total miles

 **13. 557 W Polk St, Chicago, IL 60607-4314, 557 W POLK ST is on the left.**
If you reach S Clinton St you've gone a little too far.

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(1-888-461-3625)

YOUR TRIP TO:



538 W Boughton Rd, Bolingbrook, IL, 60440-5705

23 MIN | 18.0 MI

Trip time based on traffic conditions as of 11:34 AM on January 31, 2018. Current Traffic: Light



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Bolingbrook Dialysis Center (538 W. Boughton Road Bolingbrook) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S toward St Louis.

Then 11.86 miles

15.06 total miles



5. Take the IL-53 exit, EXIT 267, toward Bolingbrook.

Then 0.26 miles

15.32 total miles



6. Merge onto S Bolingbrook Dr/IL-53 toward Bolingbrook.

Then 0.39 miles

15.71 total miles



7. Turn left onto Lily Cache Ln.

Lily Cache Ln is just past Beaconridge Dr.

If you reach Greentree Ct you've gone a little too far.

Then 1.00 miles

16.71 total miles



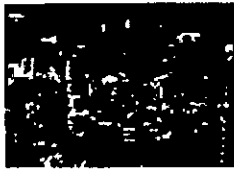
8. Turn right onto S Schmidt Rd.

S Schmidt Rd is 0.2 miles past Canterbury Ln.

If you reach Raider Ln you've gone about 0.1 miles too far.

Then 1.16 miles

17.87 total miles



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

825 W 35th St, Chicago, IL, 60609-1511



22 MIN | 16.7 MI

Est. fuel cost: \$1.73

Trip time based on traffic conditions as of 1:22 PM on January 31, 2018. Current Traffic: Light



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

Fresenius Medical Care Bridgeport (825 West 35th Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.14 miles

2.97 total miles



4. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 11.20 miles

14.18 total miles



5. Take the Damen Ave exit, EXIT 290, toward Ashland Ave.

Then 0.20 miles

14.37 total miles



6. Keep right to take the ramp toward Ashland Ave/1600 W.

Then 0.39 miles

14.77 total miles



7. Merge onto W 31st Pl.

Then 0.28 miles

15.04 total miles



8. Turn slight right onto W 31st St.

W 31st St is 0.1 miles past S Wood St.

Then 0.05 miles

15.10 total miles



9. Take the 1st right onto S Robinson St.

If you reach S Ashland Ave you've gone about 0.1 miles too far.

Then 0.08 miles

15.17 total miles

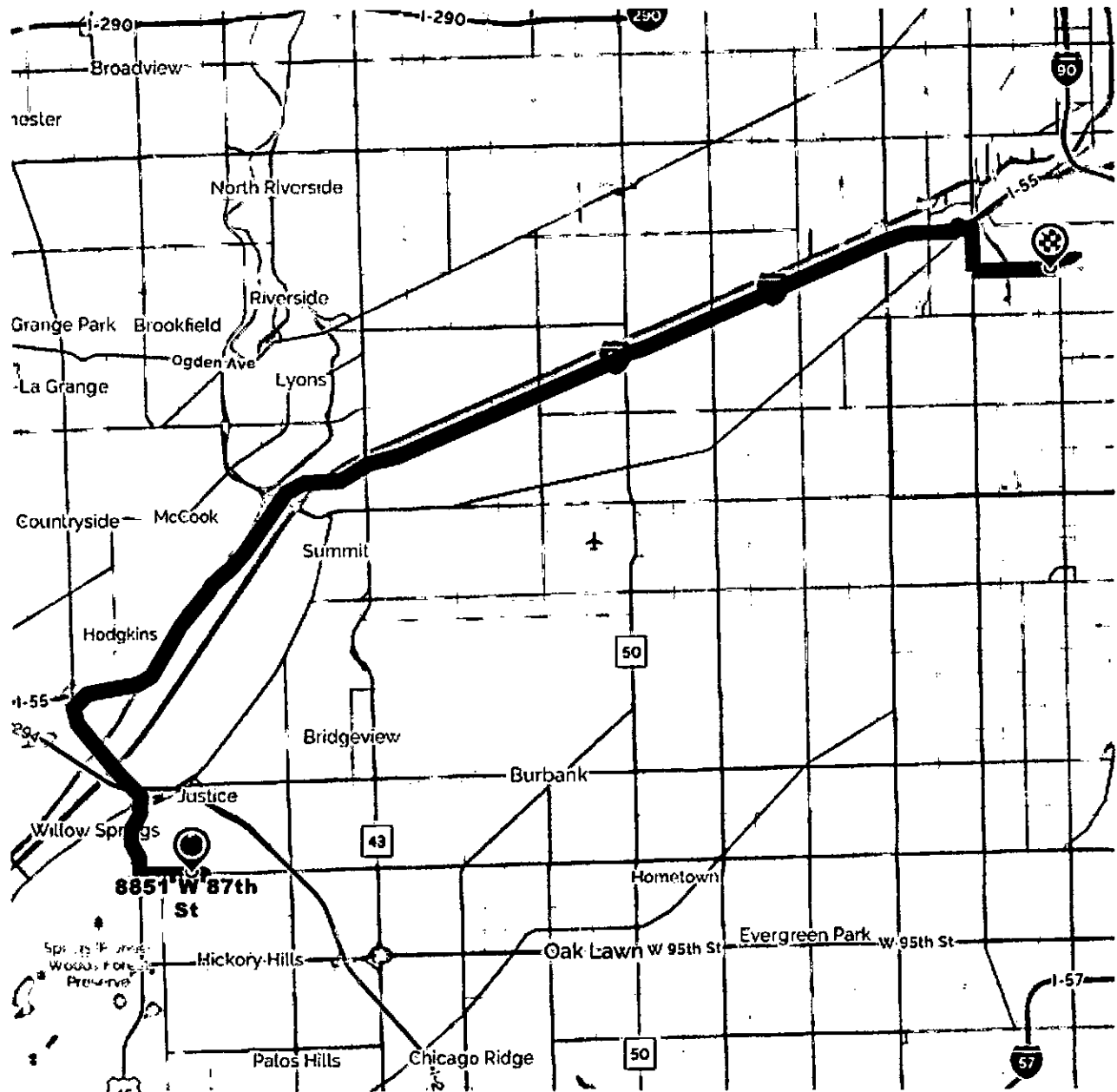
293

- ← 10. Take the 1st left onto S Archer Ave.
Then 0.07 miles 15.25 total miles
- ↪ 11. Take the 1st right onto S Ashland Ave.
Then 0.49 miles 15.74 total miles
- ← 12. Turn left onto W 35th St.
W 35th St is 0.1 miles past W 34th St.

If you reach W 36th St you've gona about 0.1 miles too far.

Then 0.98 miles 16.72 total miles
- 💡 13. 825 W 35th St, Chicago, IL 60609-1511, 825 W 35TH ST is on the left.
If you reach S Halsted St you've gone a little too far.

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Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

1333 N Kingsbury St, Chicago, IL, 60642-2623



30 MIN | 21.6 MI

Est. fuel cost: \$1.60

Trip time based on traffic conditions as of 12:40 PM on January 31, 2010. Current Traffic: Light



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

Children's Memorial Hospital Davita (1333 N. Kingsbury Street Chicago) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 12.66 miles

15.69 total miles



6. Merge onto I-90 W/I-94 W via EXIT 292A toward Wisconsin.

Then 4.93 miles

20.62 total miles



7. Take the Division St exit, EXIT 49A, toward 1200 N.

Then 0.08 miles

20.70 total miles



8. Keep left at the fork in the ramp.

Then 0.15 miles

20.85 total miles



9. Turn right onto W Division St.

If you reach I-90 W you've gone about 0.1 miles too far.

Then 0.65 miles

21.50 total miles

296



10. Turn left onto N Halsted St.

N Halsted St is 0.1 miles past N Hooker St.

If you reach N Crosby St you've gone a little too far.

Then 0.10 miles

21.61 total miles



11. Take the 1st left onto N Kingsbury St.

N Kingsbury St is just past W Scott St.

If you reach W Evergreen Ave you've gone a little too far.

Then 0.04 miles

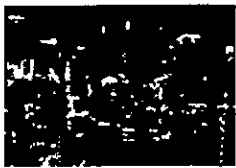
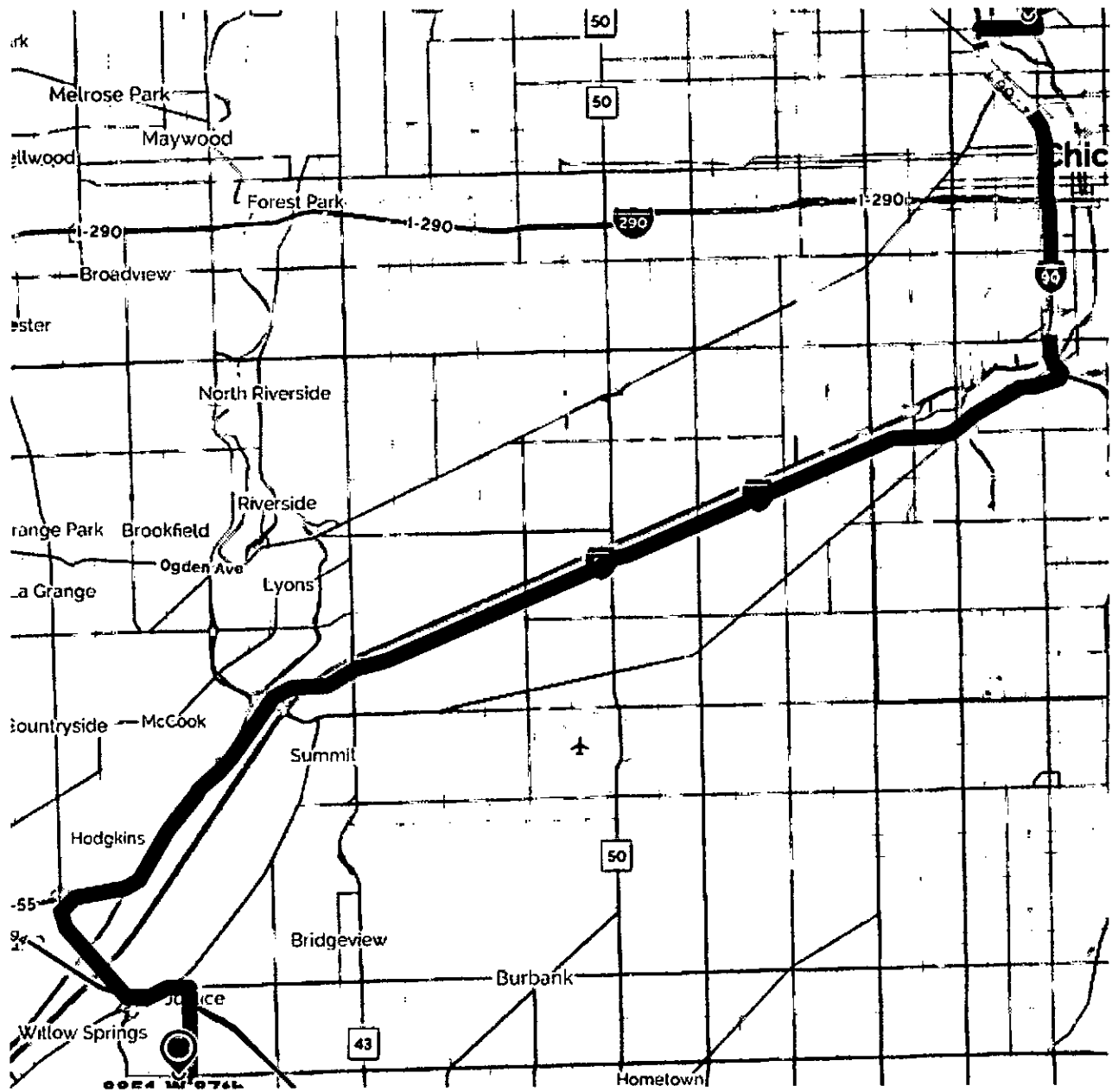
21.64 total miles



12. 1333 N Kingsbury St, Chicago, IL 60642-2623, 1333 N KINGSBURY ST is on the left.

If you reach W Evergreen Ave you've gone about 0.1 miles too far.

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Car trouble mid-trip?
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Assistance is here:
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YOUR TRIP TO:

1201 Butterfield Rd, Downers Grove, IL, 60515-1032



21 MIN | 17.0 MI

Est. fuel cost: \$1.77

Trip time based on traffic conditions as of 11:09 AM on January 31, 2018. Current Traffic: Light



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

USRC Oak Brook USRC (1201 Butterfield Road Downers Grove) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Keen Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 5.75 miles

10.84 total miles



6. Take I-88 W toward Aurora (Portions toll).

Then 5.52 miles

16.36 total miles



7. Take the Highland Ave exit.

Then 0.27 miles

16.63 total miles



8. Keep left at the fork in the ramp.

Then 0.03 miles

16.65 total miles



9. Stay straight to go onto Butterfield Rd.

Then 0.35 miles

17.01 total miles

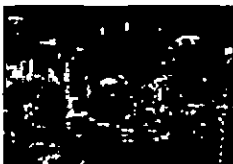
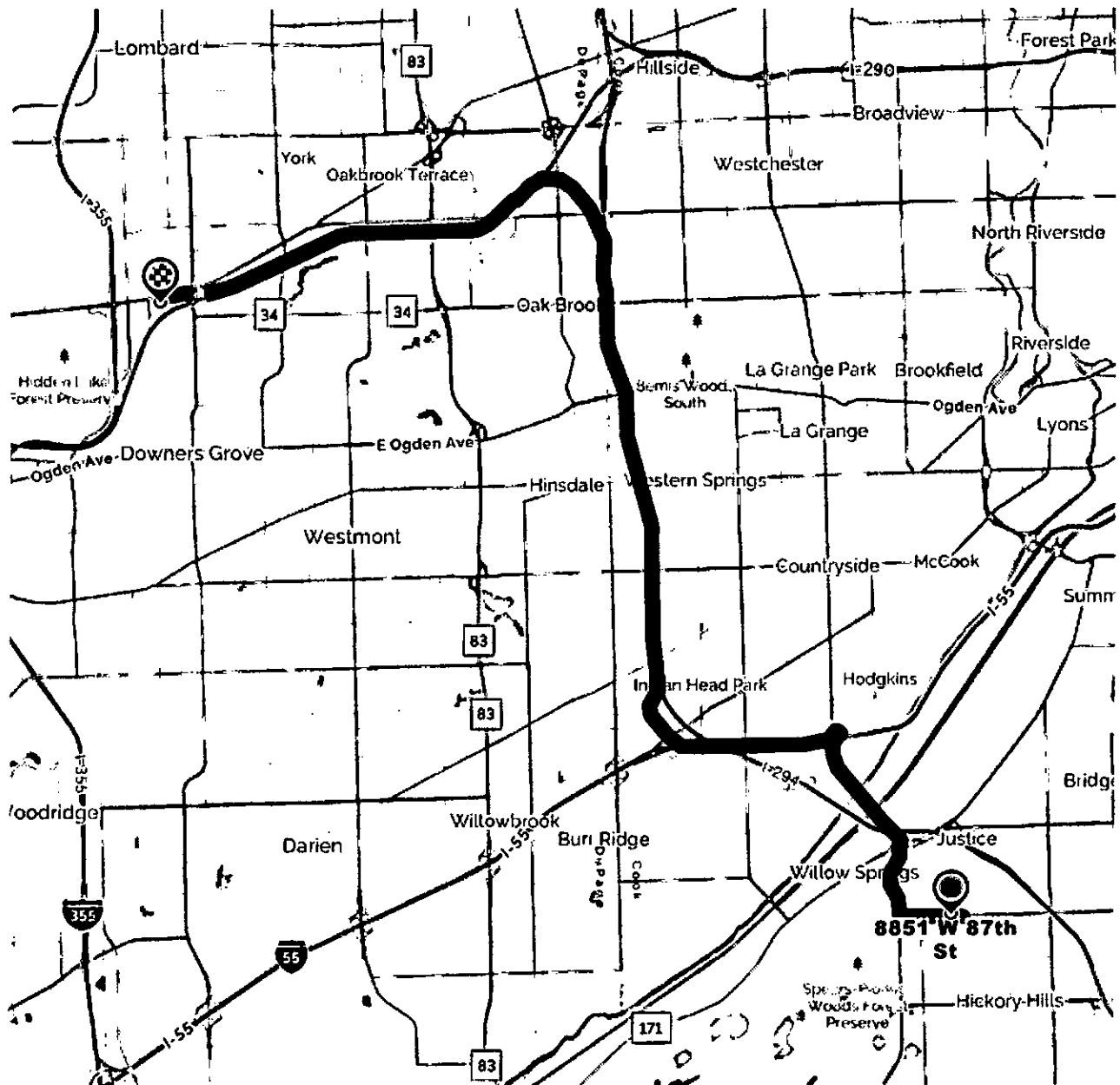


10. 1201 Butterfield Rd, Downers Grove, IL 60515-1032, 1201 BUTTERFIELD RD is on the left.

Your destination is 0.3 miles past Highland Ave.

If you reach Downers Dr you've gone about 0.1 miles too far.

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YOUR TRIP TO:



1444 W Willow St, #1454, Chicago, IL, 60642-1524

28 MIN | 21.8 MI

Est. fuel cost: \$1.62

Trip time based on traffic conditions as of 2:06 PM on January 31, 2018. Current Traffic: Light



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

Fresenius Medical Care West Willow (1444 W. Willow Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Keen Ave.

Then 2.14 miles

2.97 total miles



4. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 12.66 miles

15.63 total miles



5. Merge onto I-90 W/I-94 W via EXIT 292A toward Wisconsin.

Then 5.49 miles

21.12 total miles



6. Take the IL-64/North Ave exit, EXIT 48B, toward 1600 N.

Then 0.23 miles

21.35 total miles



7. Turn right onto W North Ave/IL-64.

If you reach I-90 W you've gone about 0.1 miles too far.

Then 0.12 miles

21.47 total miles



8. Take the 2nd left onto N Elston Ave.

N Elston Ave is just past N Noble St.

If you reach N Ada St you've gone a little too far.

Then 0.24 miles

21.71 total miles

- ➔ 9. Take the 3rd right onto W Willow St.
W Willow St is just past W Wabansia Ave.

If you reach W Cortland St you've gone about 0.2 miles too far.

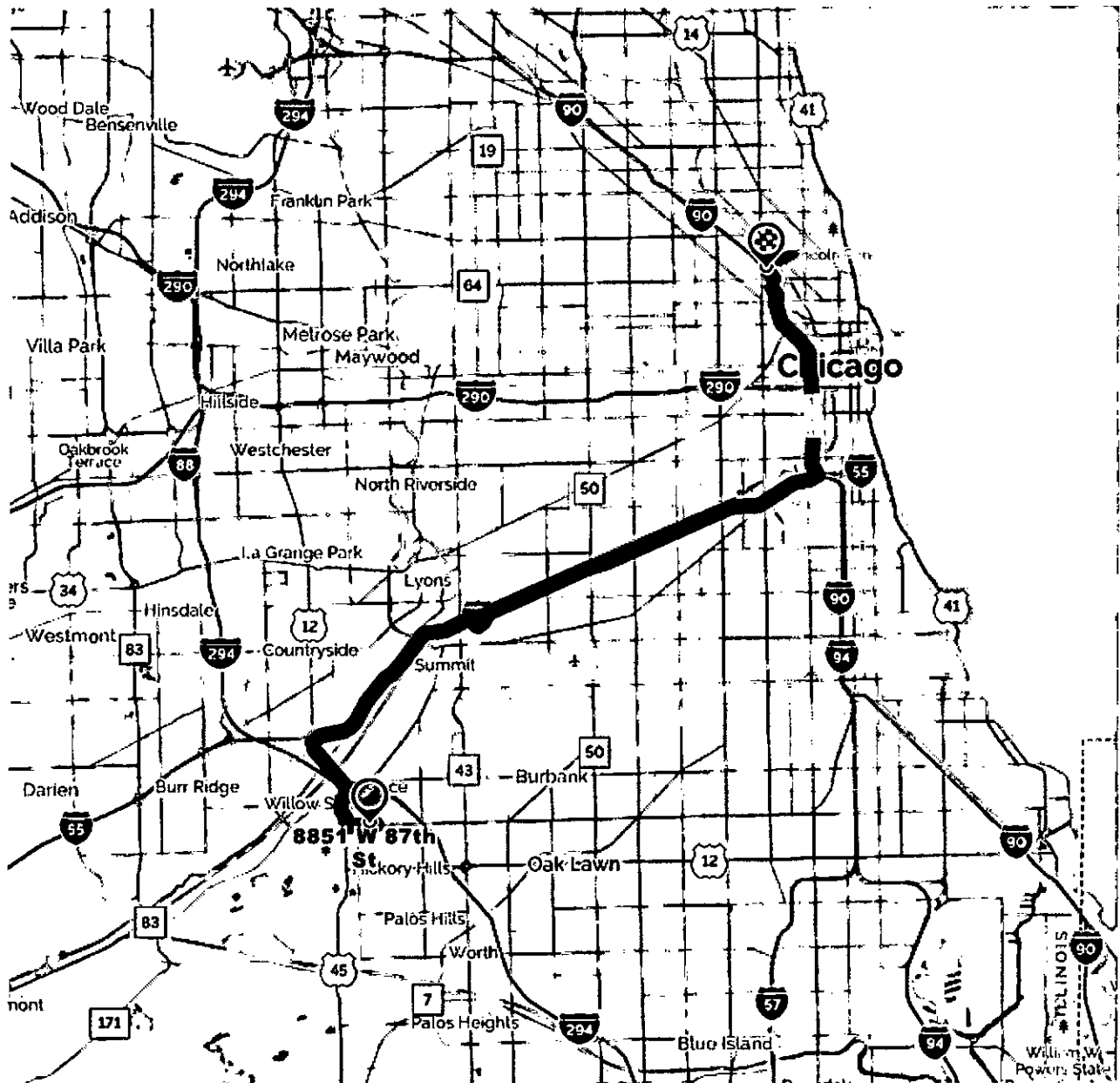
Then 0.07 miles

21.79 total miles

- 📍 10. 1444 W Willow St, #1454, Chicago, IL 60642-1524, 1444 W WILLOW ST,
#1454 is on the left.

If you reach W Wabansia Ave you've gone a little too far.

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YOUR TRIP TO:

1600 16th St, Oak Brook, IL, 60523-1358



19 MIN | 14.3 MI

Est. fuel cost: \$1.49

Trip time based on traffic conditions as of 11:19 AM on January 31, 2018. Current Traffic: Light



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

NxStage Oak Brook (1600 West 16th Street Oak Brook) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Keen Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S/Adlai E Stevenson Expy S toward St Louis.

Then 1.89 miles

5.10 total miles



5. Merge onto I-294 N/Tri State Tollway N via EXIT 277A toward Wisconsin (Portions toll).

Then 5.75 miles

10.84 total miles



6. Take I-88 W toward Aurora (Portions toll).

Then 2.22 miles

13.06 total miles



7. Take the 22nd St/Cermak Rd exit toward IL-83 N.

Then 0.25 miles

13.31 total miles



8. Keep left at the fork in the ramp.

Then 0.02 miles

13.33 total miles



9. Stay straight to go onto Spring Rd.

Then 0.54 miles

13.87 total miles



10. Stay straight to go onto 16th St.

Then 0.46 miles

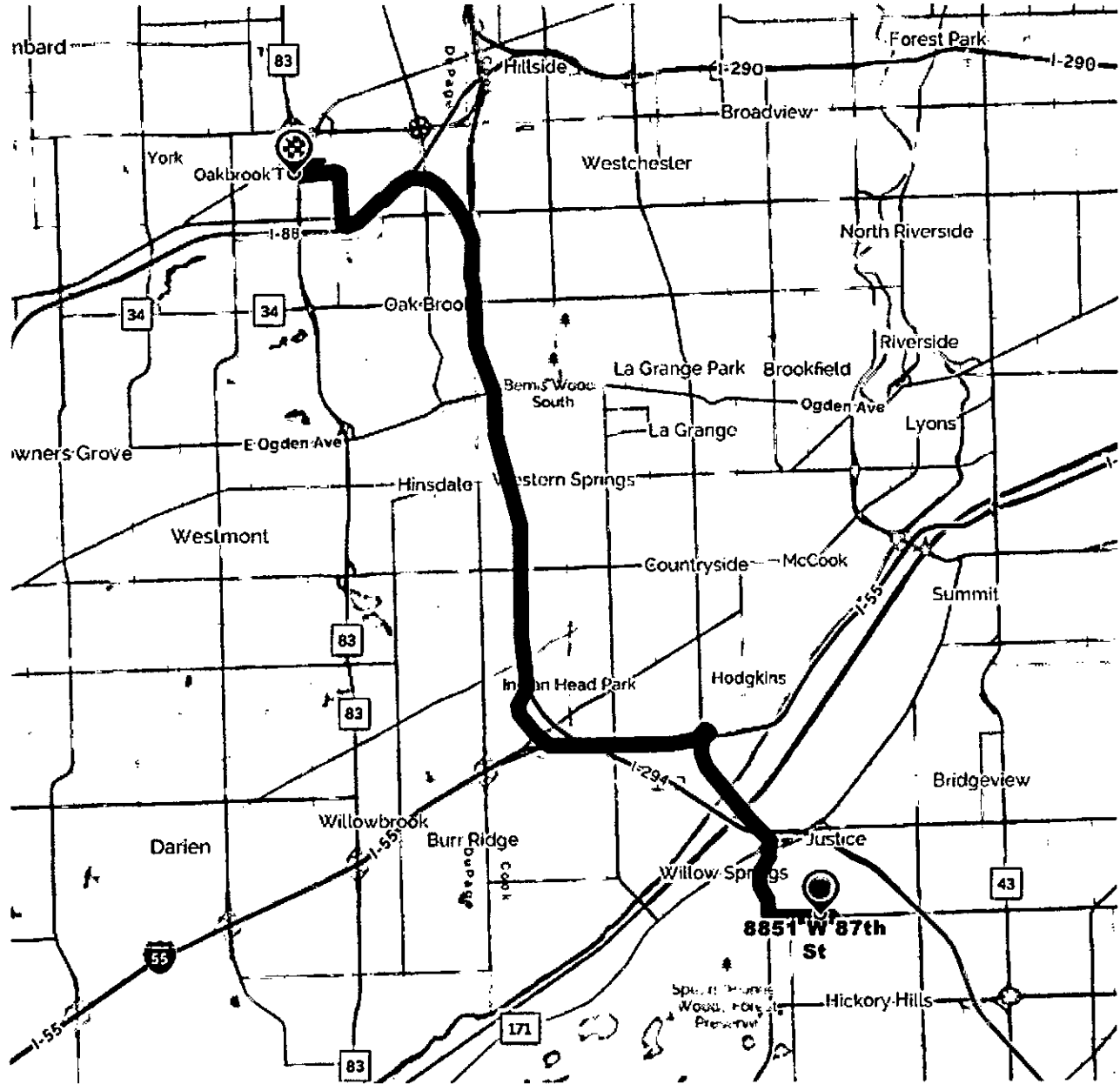
14.33 total miles



11. 1600 16th St, Oak Brook, IL 60523-1358, 1600 16TH ST is on the left.

Your destination is just past IL-83.

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YOUR TRIP TO:

1340 S Damen Ave, Chicago, IL, 60608-1156



24 MIN | 16.6 MI

Est. fuel cost: \$1.73

Trip time based on traffic conditions as of 1:58 PM on January 31, 2018. Current Traffic: Light



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

Fresenius Medical Care of Chicago - West (1340 S. Damen Avenue Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 11.20 miles

14.23 total miles



6. Take the Damen Ave exit, EXIT 290, toward Ashland Ave.

Then 0.20 miles

14.42 total miles



7. Keep left to take the Damen Ave ramp toward 2000 W.

Then 0.26 miles

14.68 total miles



8. Keep left at the fork in the ramp.

Then 0.06 miles

14.73 total miles



9. Turn slight left onto S Damen Ave.

Then 1.86 miles

16.60 total miles

305



10. Make a U-turn at W Hastings St onto S Damen Ave.

If you reach W 13th St you've gone a little too far.

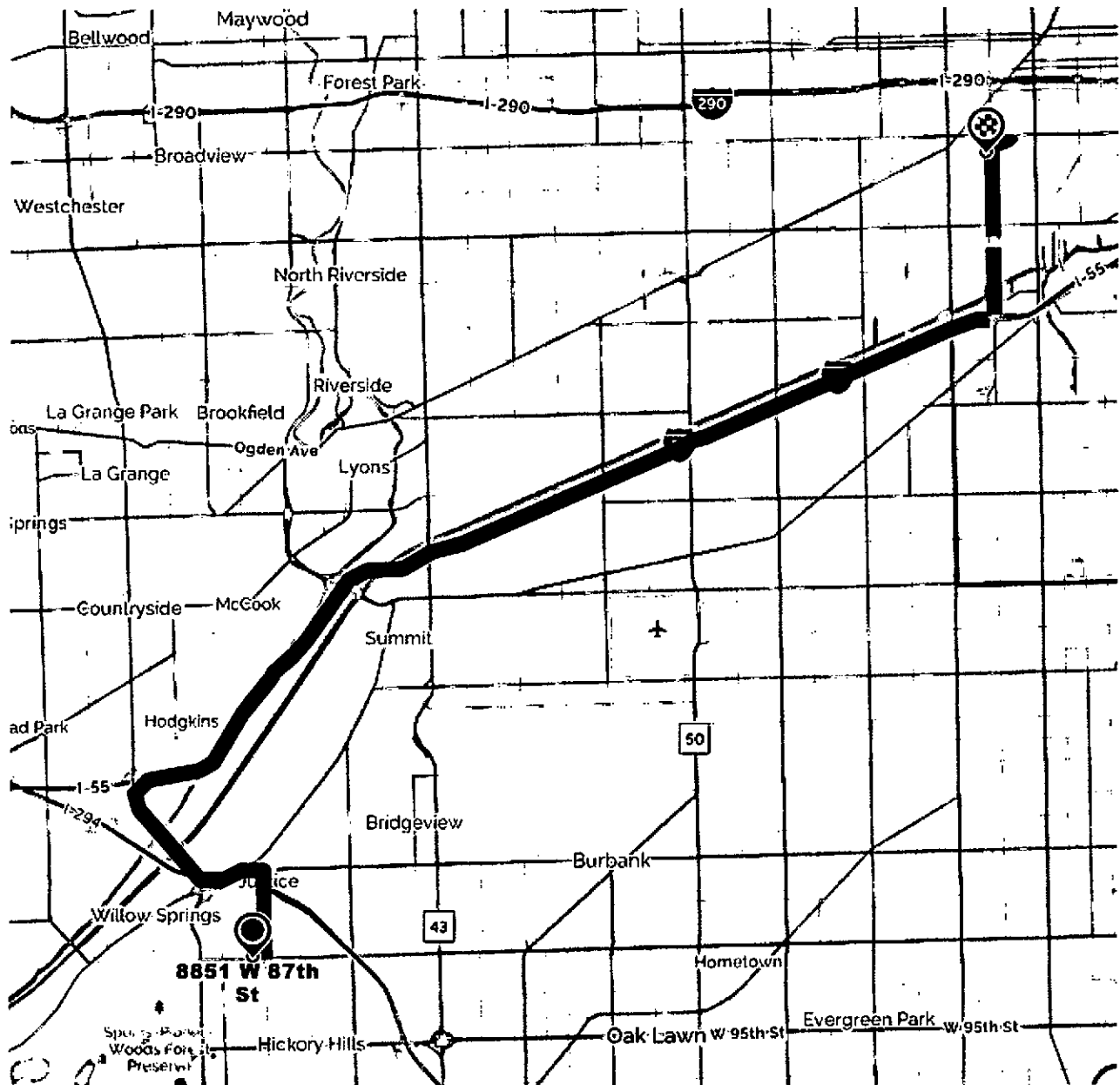
Then 0.04 miles

16.64 total miles



11. 1340 S Damen Ave, Chicago, IL 60608-1156, 1340 S DAMEN AVE is on the left.

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YOUR TRIP TO:

2451 S Washington St, Naperville, IL, 60565-5419



30 MIN | 21.3 MI

Trip time based on traffic conditions as of 11:48 AM on January 31, 2018. Current Traffic: Light



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

Fresenius Medical Caree Naperbrook (2451 S Washington Naperville) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.78 miles

3.25 total miles



5. Merge onto I-55 S toward St Louis.

Then 11.86 miles

15.11 total miles



6. Take the IL-53 exit, EXIT 267, toward Bolingbrook.

Then 0.26 miles

15.38 total miles



7. Merge onto S Bolingbrook Dr/IL-53 toward Bolingbrook.

Then 0.16 miles

15.53 total miles




8. Turn left onto Remington Blvd.

Remington Blvd is just past E North Frontage Rd.


If you reach Commerce Dr you've gone a little too far.



Then 2.40 miles

17.94 total miles


- 
9. Turn right onto Veterans Pkwy.
Veterans Pkwy is 0.2 miles past Overland Ct.

If you are on Remington Blvd and reach W 115th St you've gone about 0.5 miles too far.

 Then 1.33 miles 19.26 total miles
- 
10. Turn right onto S Weber Rd.
S Weber Rd is just past Grady Dr.

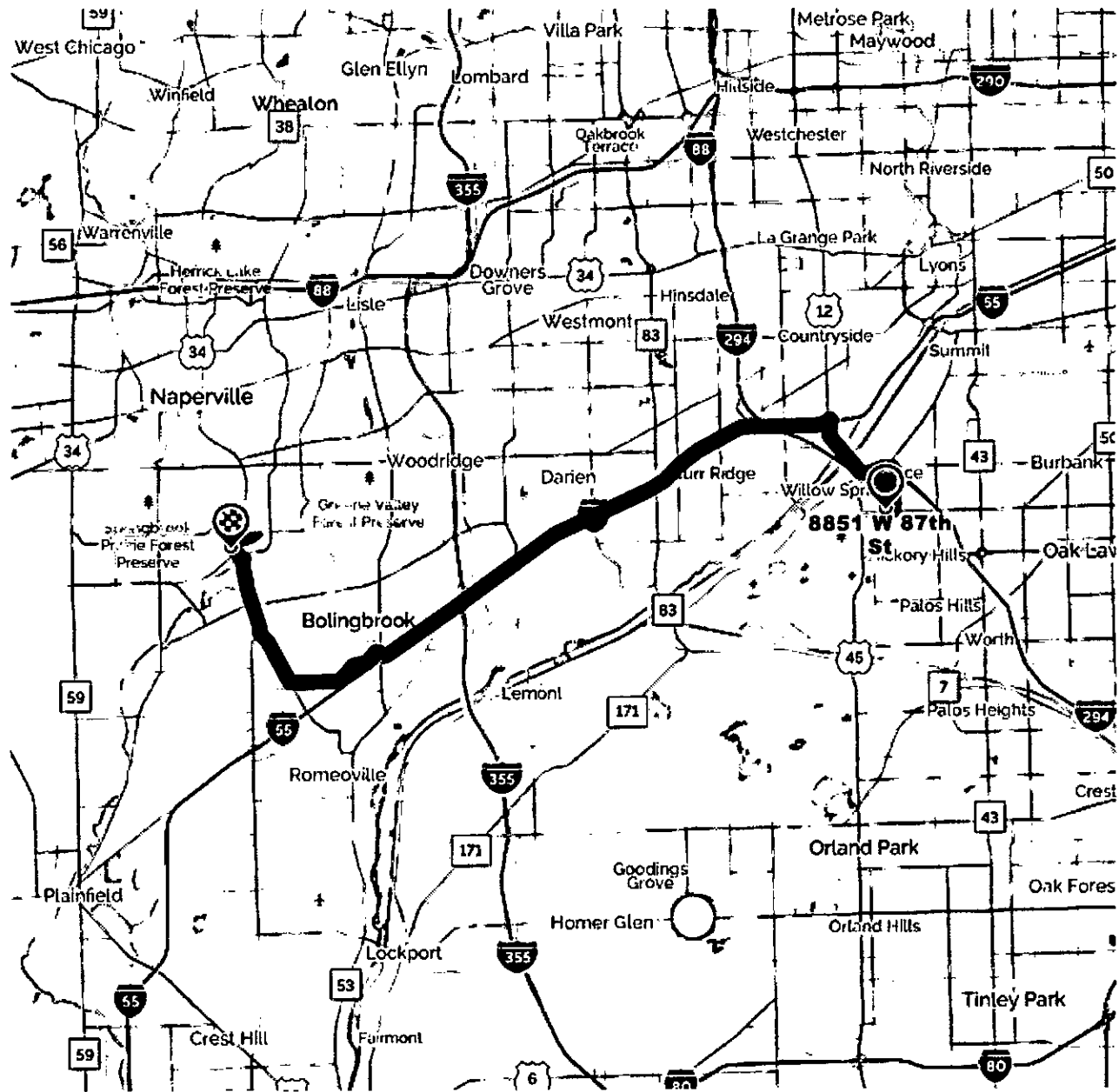
 Then 1.03 miles 20.30 total miles
- 
11. S Weber Rd becomes S Washington St.
 Then 0.72 miles 21.02 total miles
- 
12. Turn left to stay on S Washington St.
S Washington St is 0.1 miles past Ford Ln.

If you are on S Naper Blvd and reach River Woods Dr you've gone about 0.1 miles too far.

 Then 0.32 miles 21.34 total miles
- 
13. 2451 S Washington St, Naperville, IL 60565-5419, 2451 S WASHINGTON ST
is on the left.
Your destination is 0.1 miles past Oak Bluff Ct.

If you reach Ring Rd you've gone a little too far.

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YOUR TRIP TO:

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



29 MIN | 25.3 MI

Est. fuel cost: \$1.88

Trip time based on traffic conditions as of 11:22 AM on January 31, 2018. Current Traffic: Light



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

Renal Center New Lenox Davita (1890 Silver Cross Blvd. New Lenox) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Make a U-turn at S 88th Ave onto W 87th St.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 0.75 miles

0.83 total miles



3. Turn right onto La Grange Rd/US-45 N/US-20 W/US-12 W.

La Grange Rd is 0.2 miles past S Kean Ave.

Then 2.37 miles

3.20 total miles



4. Merge onto I-55 S toward St Louis.

Then 9.04 miles

12.24 total miles



5. Merge onto I-355 S/Veterans Memorial Tollway S via EXIT 269 toward Southwest Suburbs (Portions toll) (Electronic toll collection only).

Then 12.02 miles

24.26 total miles



6. Take the US-6/Southwest Hwy exit, EXIT 1.

Then 0.37 miles

24.63 total miles



7. Merge onto Maple Rd/US-6 W toward Joliet.

Then 0.33 miles

24.96 total miles



8. Turn left onto Silver Cross Blvd.

If you are on W Maple Rd and reach Spring Creek St you've gone about 0.2 miles too far.

Then 0.18 miles

25.14 total miles

← 9. Turn left.
Just past Clinton St.

If you reach Abraham Dr you've gone about 0.8 miles too far.

Then 0.05 miles

25.19 total miles

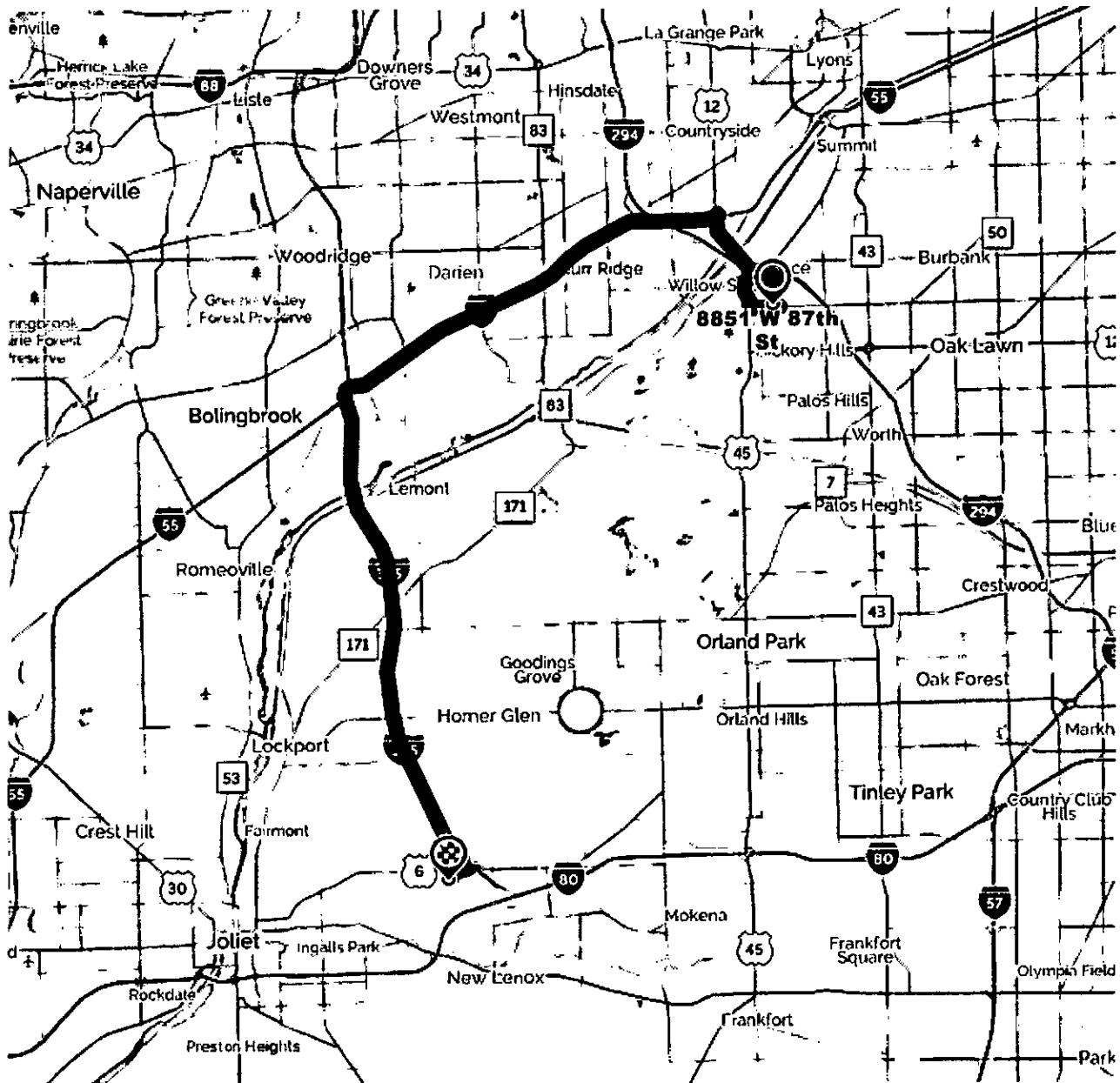
↗ 10. Take the 1st right.

Then 0.08 miles

25.28 total miles

📍 11. 1890 Silver Cross Blvd, New Lenox, IL 60451-9508, 1890 SILVER CROSS BLVD.

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YOUR TRIP TO:

2335 W Cermak Rd, Chicago, IL, 60608-3811



24 MIN | 16.2 MI

Est. fuel cost: \$1.68

Trip time based on traffic conditions as of 12:52 PM on January 31, 2010. Current Traffic: Light



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

Little Village Dialysis Davita (2335 W. Cermack Road Chicago) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 11.20 miles

14.23 total miles



6. Take the Damen Ave exit, EXIT 290, toward Ashland Ave.

Then 0.20 miles

14.42 total miles



7. Keep left to take the Damen Ave ramp toward 2000 W.

Then 0.26 miles

14.68 total miles



8. Keep left at the fork in the ramp.

Then 0.06 miles

14.73 total miles



9. Turn slight left onto S Damen Ave.

Then 1.04 miles

15.78 total miles



10. Turn left onto W Cermak Rd.
W Cermak Rd is just past W 22nd Pl.

If you reach W 21st Pl you've gone a little too far.

Then 0.42 miles

16.19 total miles

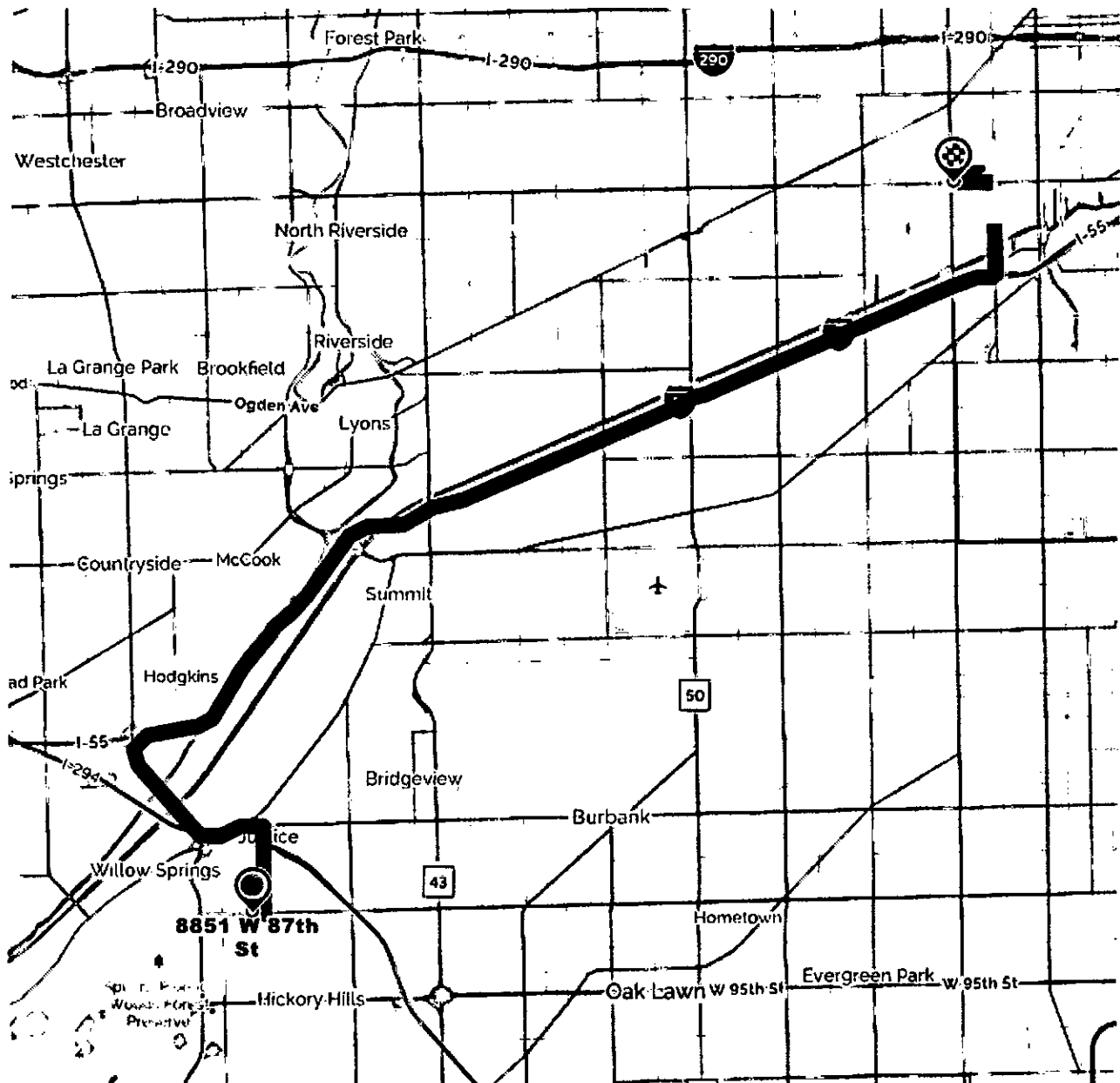


11. 2335 W Cermak Rd, Chicago, IL 60608-3811, 2335 W CERMAK RD is on the left.

Your destination is just past S Oakley Ave.

If you reach S Western Ave you've gone a little too far.

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YOUR TRIP TO:

3059 W 26th St, Chicago, IL, 60623-4131



22 MIN | 14.9 MI

Est. fuel cost: \$1.55

Trip time based on traffic conditions as of 2:17 PM on January 31, 2018. Current Traffic: Light



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

SAH Dialysis at 26th Street (3059 West 26th Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grova Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 10.11 miles

13.13 total miles



6. Take the California Ave exit, EXIT 289, toward 2800 W.

Then 0.26 miles

13.39 total miles



7. Keep right at the fork in the ramp.

Then 0.23 miles

13.63 total miles



8. Keep left at the fork in the ramp.

Then 0.02 miles

13.65 total miles



9. Turn left onto S California Ave.

Then 0.92 miles

14.56 total miles



10. Turn left onto W 26th St.
 W 26th St is 0.1 miles past W 27th St.

If you reach W 25th Pl you've gone a little too far.

Then 0.34 miles

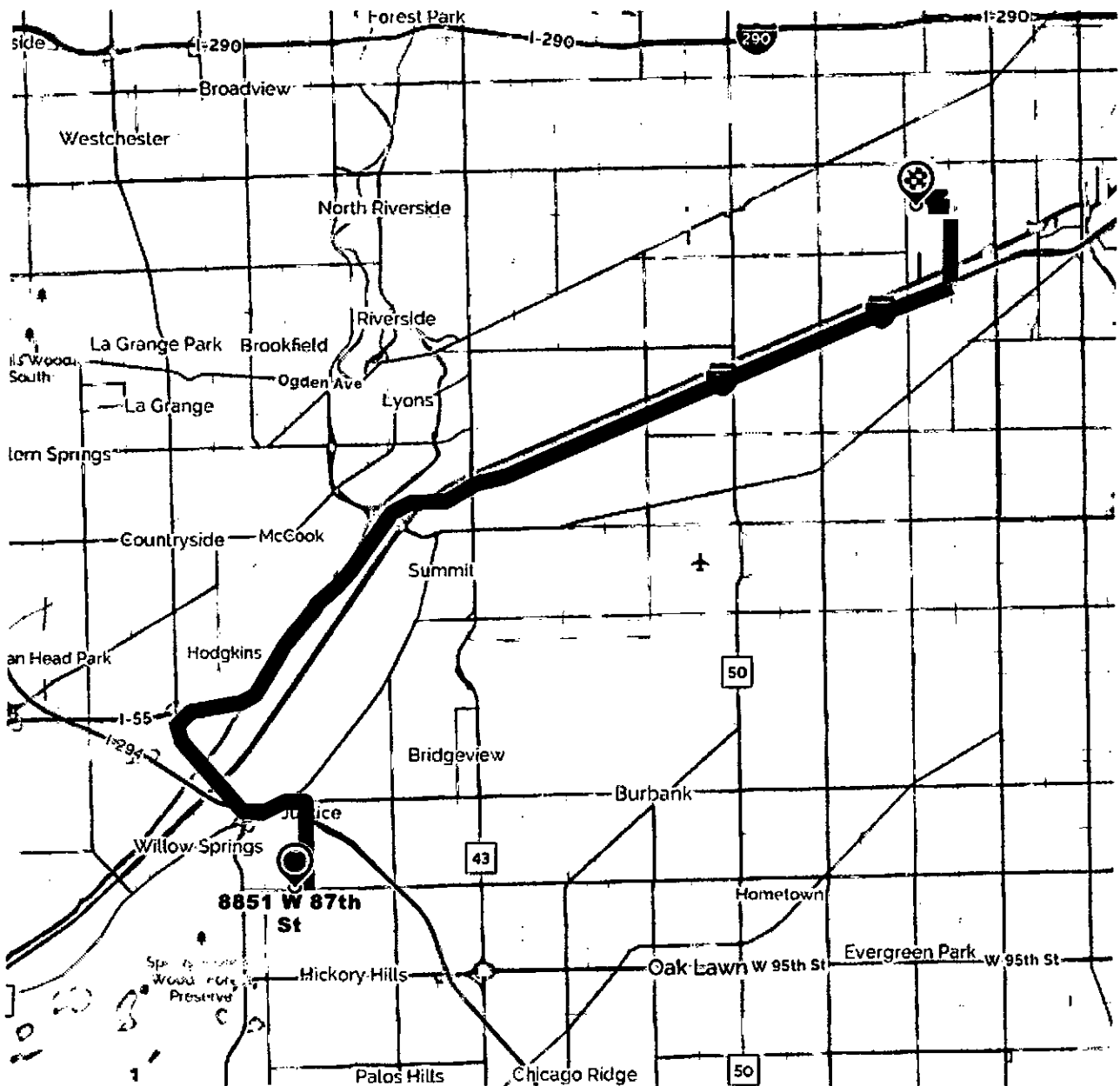
14.91 total miles



11. 3059 W 26th St, Chicago, IL 60623-4131, 3059 W 26TH ST is on the left.
 Your destination is just past S Whipple St.

If you reach S Albany Ave you've gone a little too far.

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YOUR TRIP TO:

3401 W 111th St, Chicago, IL, 60655-3329



24 MIN | 9.9 MI

Est. fuel cost: \$1.02

Trip time based on traffic conditions as of 12:49 PM on January 31, 2018. Current Traffic: Light



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Mount Greenwood Dialysis Davita (3401 W. 111th Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 2.09 miles

2.09 total miles



2. Turn right onto S Harlem Ave/IL-43.

S Harlem Ave is 0.2 miles past S Oketo Ave.

If you reach Olympic Dr you've gone about 0.1 miles too far.

Then 3.01 miles

5.10 total miles



3. Turn left onto W 111th St.

W 111th St is just past W 110th Pl.

If you reach W 111th Pl you've gone a little too far.

Then 4.75 miles

9.85 total miles

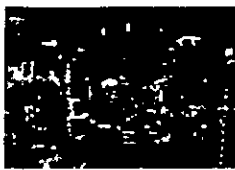
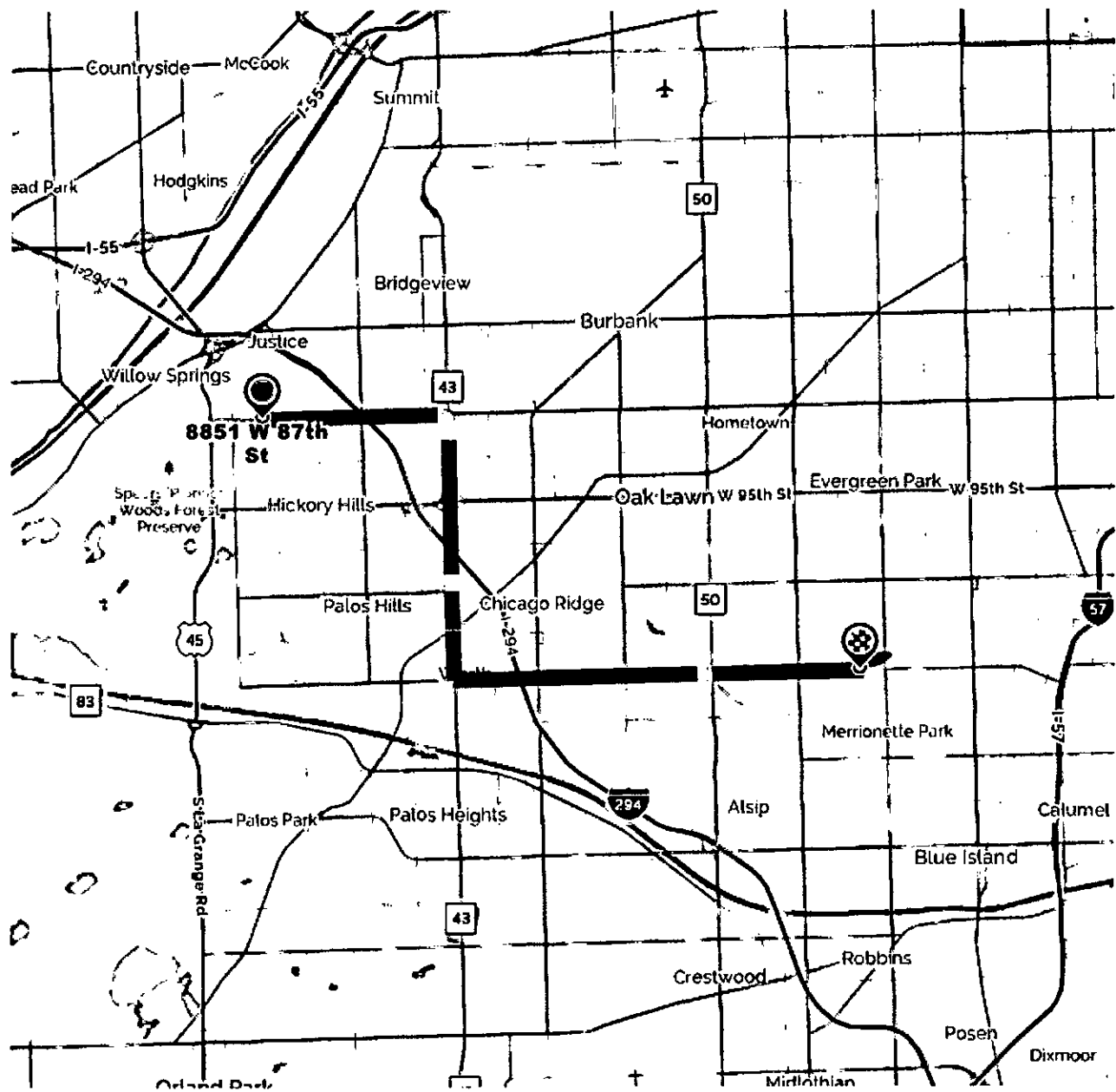


4. 3401 W 111th St, Chicago, IL 60655-3329, 3401 W 111TH ST is on the left.

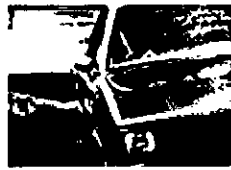
Your destination is just past S Trumbull Ave.

If you reach S Homan Ave you've gone a little too far.

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Assistance is here:
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YOUR TRIP TO:

3934 W 24th St, Chicago, IL, 60623-3073



26 MIN | 12.2 MI

Est. fuel cost: \$1.27

Trip time based on traffic conditions as of 12:56 PM on January 31, 2018. Current Traffic: Light



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

Davita Lawndale Davita (3934 West 24th Street Chicago) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 3.44 miles

4.64 total miles



5. Turn left onto State Route 171/IL-171.

Then 0.23 miles

4.87 total miles



6. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 5.27 miles

10.14 total miles



7. Take the Pulaski Rd exit, EXIT 287, toward 4000 W.

Then 0.22 miles

10.36 total miles



8. Keep left to take the I-55 S ramp.

Then 0.07 miles

10.44 total miles



9. Keep right at the fork in the ramp.

Then 0.01 miles

10.44 total miles



10. Turn slight left onto S Pulaski Rd.

Then 1.71 miles

12.15 total miles



11. Turn right onto W 24th St.
 W 24th St is just past W 24th Pl.

If you reach W Ogden Ave you've gone about 0.2 miles too far.

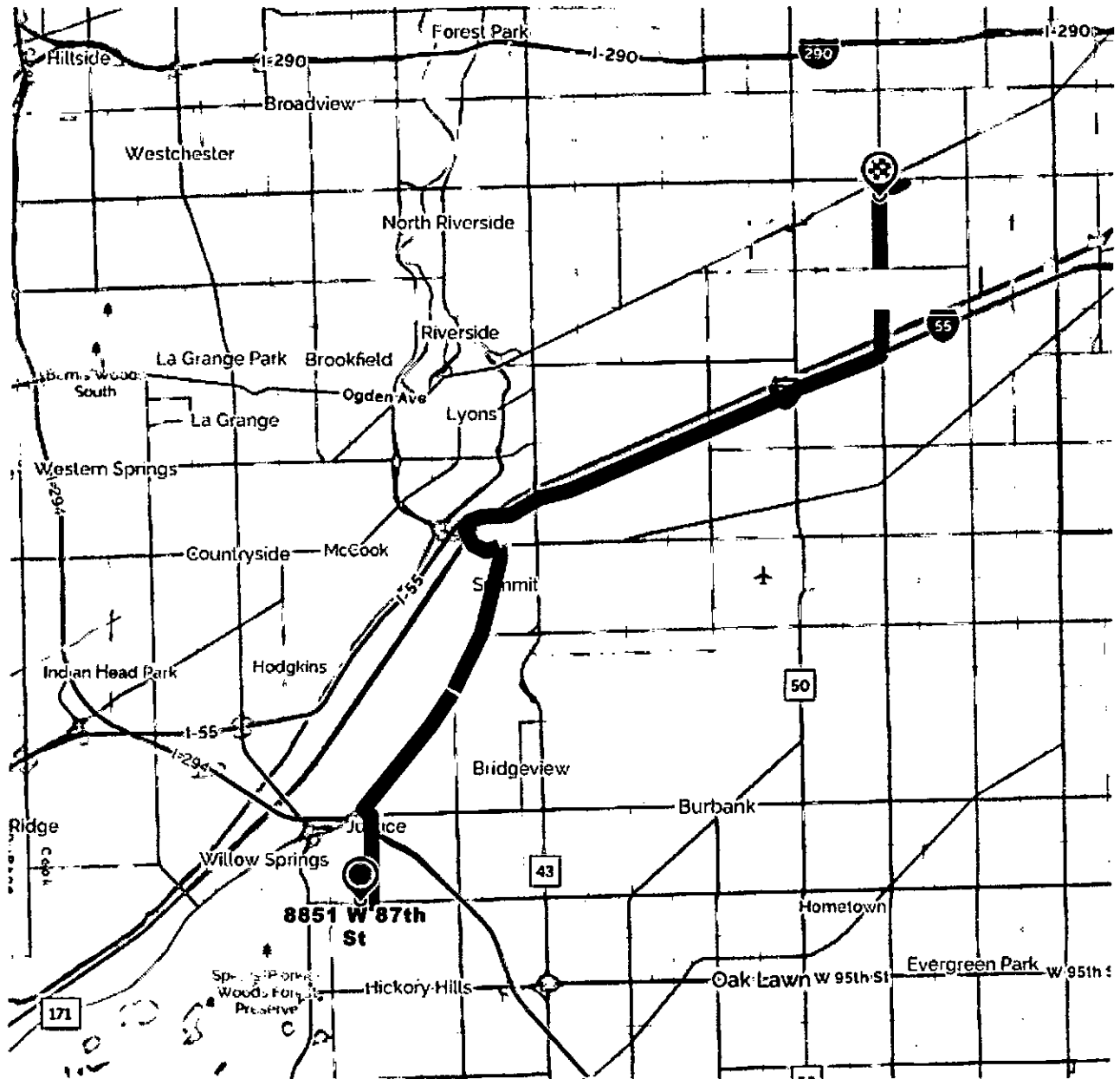
Then 0.04 miles

12.20 total miles



12. 3934 W 24th St, Chicago, IL 60623-3073, 3934 W 24TH ST is on the left.
 If you reach S Harding Ave you've gone a little too far.

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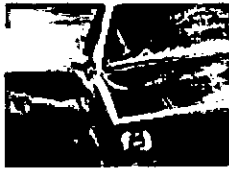


83



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

(1-888-461-3625)

YOUR TRIP TO:

4651 W 79th St, Chicago, IL, 60652-1125



17 MIN | 5.6 MI

Est. fuel cost: \$0.59

Trip time based on traffic conditions as of 2:20 PM on January 31, 2018. Current Traffic: Heavy



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

USRC Scottsdale USRC (4651 W. 79th Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 3.10 miles

3.10 total miles



2. Turn slight left onto State Rd.

State Rd is 0.1 miles past Natchez Ave.

If you are on W 87th St and reach Mobile Ave you've gone a little too far.

Then 1.55 miles

4.64 total miles



3. Turn slight right onto W 79th St.

W 79th St is just past Linder Ave.

If you are on State Rd and reach Long Ave you've gone about 0.1 miles too far.

Then 1.00 miles

5.64 total miles

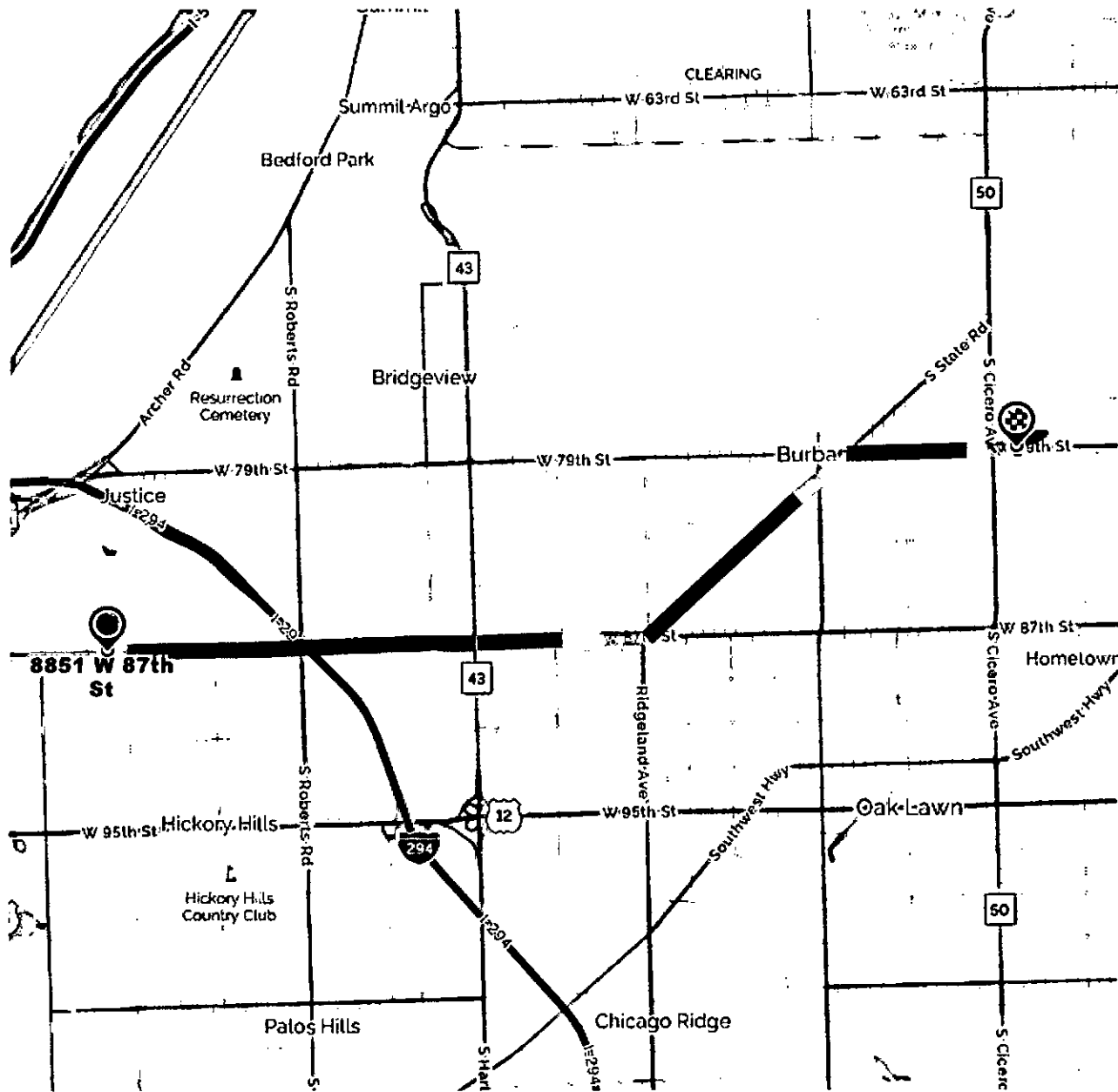


4. 4651 W 79th St, Chicago, IL 60652-1125, 4651 W 79TH ST is on the left.

Your destination is just past S Kilpatrick Ave.

If you reach S Knox Ave you've gone a little too far.

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Assistance is here:
(1-888-461-3625)

YOUR TRIP TO:

4622 S Bishop St, Chicago, IL, 60609-3240



29 MIN | 17.4 MI

Est. fuel cost: \$1.81

Trip time based on traffic conditions as of 2:15 PM on January 31, 2018. Current Traffic: Light



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FMC New City Fresenius (4622 South Bishop Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/Le Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 11.20 miles

14.23 total miles



6. Take the Damen Ave exit, EXIT 290, toward Ashland Ave.

Then 0.20 miles

14.42 total miles



7. Keep left to take the Damen Ave ramp toward 2000 W.

Then 0.26 miles

14.68 total miles



8. Keep right at the fork in the ramp.

Then 0.06 miles

14.74 total miles



9. Merge onto S Damen Ave.

Then 0.43 miles

15.17 total miles



10. Turn left onto W 35th St.

W 35th St is just past W 34th Pl.

If you reach W 36th St you've gone about 0.1 miles too far.

Then 0.50 miles

15.66 total miles



11. Turn right onto S Ashland Ave.

S Ashland Ave is just past S Marshfield Ave.

If you reach S Justine St you've gone a little too far.

Then 0.29 miles

15.95 total miles



12. Turn slight left to stay on S Ashland Ave.

S Ashland Ave is just past W 37th St.

If you reach W 37th Pl you've gone a little too far.

Then 1.22 miles

17.18 total miles



13. Turn left onto W 47th St.

W 47th St is 0.1 miles past W 46th St.

If you reach W 48th St you've gone about 0.1 miles too far.

Then 0.19 miles

17.37 total miles



14. Turn left onto S Bishop St.

S Bishop St is just past S Laffin St.

If you reach S Loomis Blvd you've gone a little too far.

Then 0.07 miles

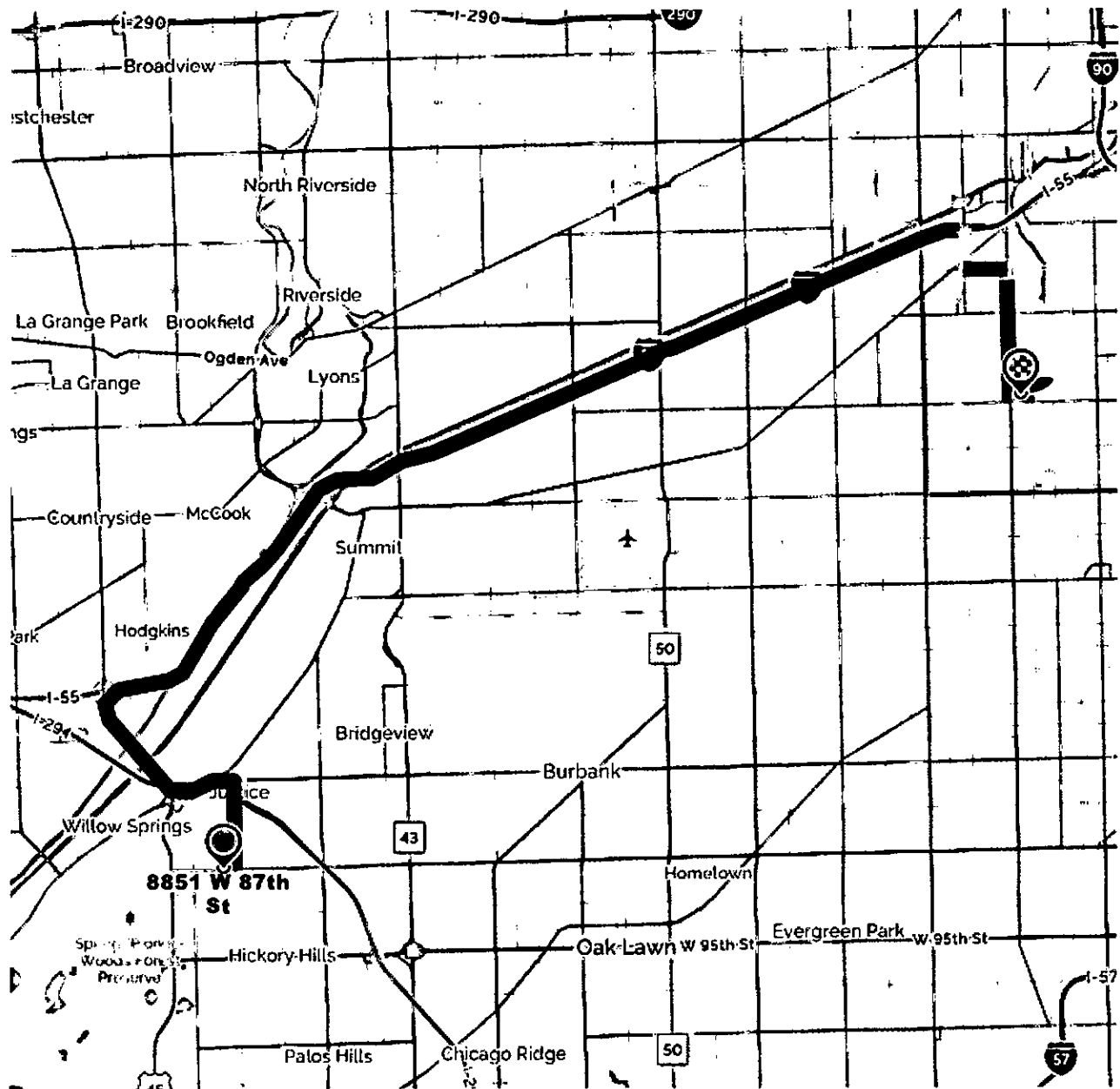
17.44 total miles



15. 4622 S Bishop St, Chicago, IL 60609-3240, 4622 S BISHOP ST is on the left.

If you reach W 46th St you've gone a little too far.

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YOUR TRIP TO:

6201 W 63rd St, Chicago, IL, 60638-5009



13 MIN | 5.6 MI

Est. fuel cost: \$0.58

Trip time based on traffic conditions as of 2:04 PM on January 31, 2018. Current Traffic: Light



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Fresenius Medical Care - Midway (6201 W. 63rd Street Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 2.41 miles

3.61 total miles



5. Turn right onto W 63rd St.

W 63rd St is 0.2 miles past W 65th St.

If you reach W 62nd Pl you've gone a little too far.

Then 1.94 miles

5.56 total miles



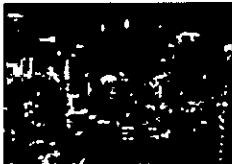
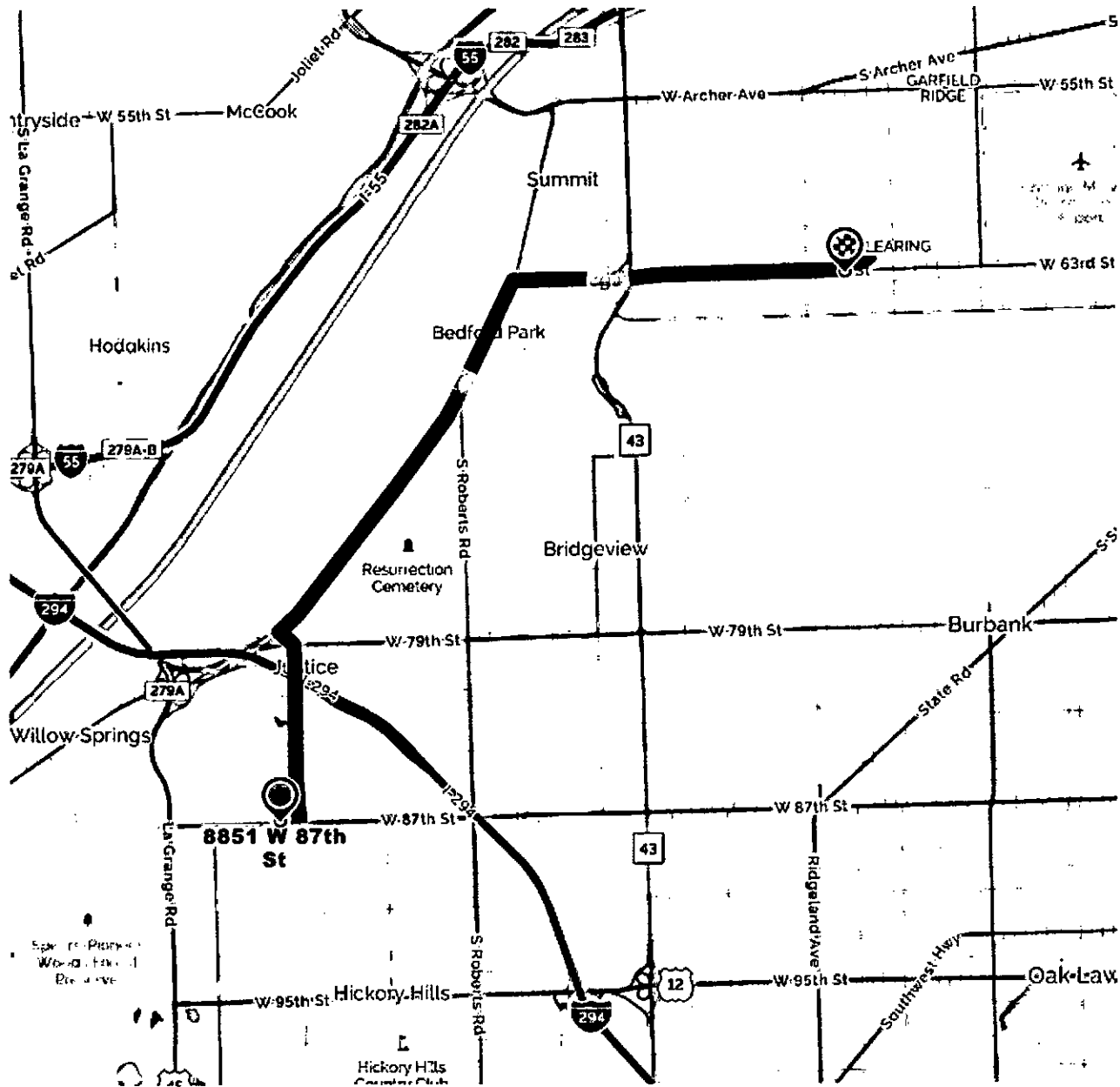
6. 6201 W 63rd St, Chicago, IL 60638-5009, 6201 W 63RD ST is on the left.

Your destination is just past S Merrimac Ave.

If you reach S Melvina Ave you've gone a little too far.

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Car trouble mid-trip?
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YOUR TRIP TO:

5401 S Wentworth Ave, Chicago, IL, 60609-6300



24 MIN | 20.9 MI

Est. fuel cost: \$1.55

Trip time based on traffic conditions as of 1:30 PM on January 31, 2018. Current Traffic: Light



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RCG Garfield Fresenius (5401 S. Wentworth ave. Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto IL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto I-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 13.24 miles

16.27 total miles



6. Merge onto I-90 E/I-94 E/Dan Ryan Expy S via EXIT 292B toward Indiana.

Then 0.73 miles

16.99 total miles



7. Keep left to take I-94 E/Dan Ryan Expy S toward Garfield Blvd.

Then 3.34 miles

20.33 total miles



8. Take EXIT 57 toward Garfield Blvd.

Then 0.23 miles

20.56 total miles



9. Merge onto S Wells St.

Then 0.11 miles

20.66 total miles



10. Turn left onto W Garfield Blvd.

If you reach W 57th St you've gone about 0.2 miles too far.

Then 0.07 miles

20.73 total miles



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

7000 S Pulaski Rd, Chicago, IL, 60629-5824



23 MIN | 8.2 MI

Est. fuel cost: \$0.85

Trip time based on traffic conditions as of 12:54 PM on January 31, 2018. Current Traffic: Moderate



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West Lawn Dialysis Davita (7000 S. Pulaski Road Chicago) to the Proposed Dialysis Care Center Hickory Hills

Start of next leg of route



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.09 total miles



3. Turn right onto W 79th St.

W 79th St is just past W 79th Pl.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 6.04 miles

7.13 total miles



4. Turn left onto S Pulaski Rd.

S Pulaski Rd is just past S Komensky Ave.

If you reach S Springfield Ave you've gone about 0.1 miles too far.

Then 1.09 miles

8.23 total miles

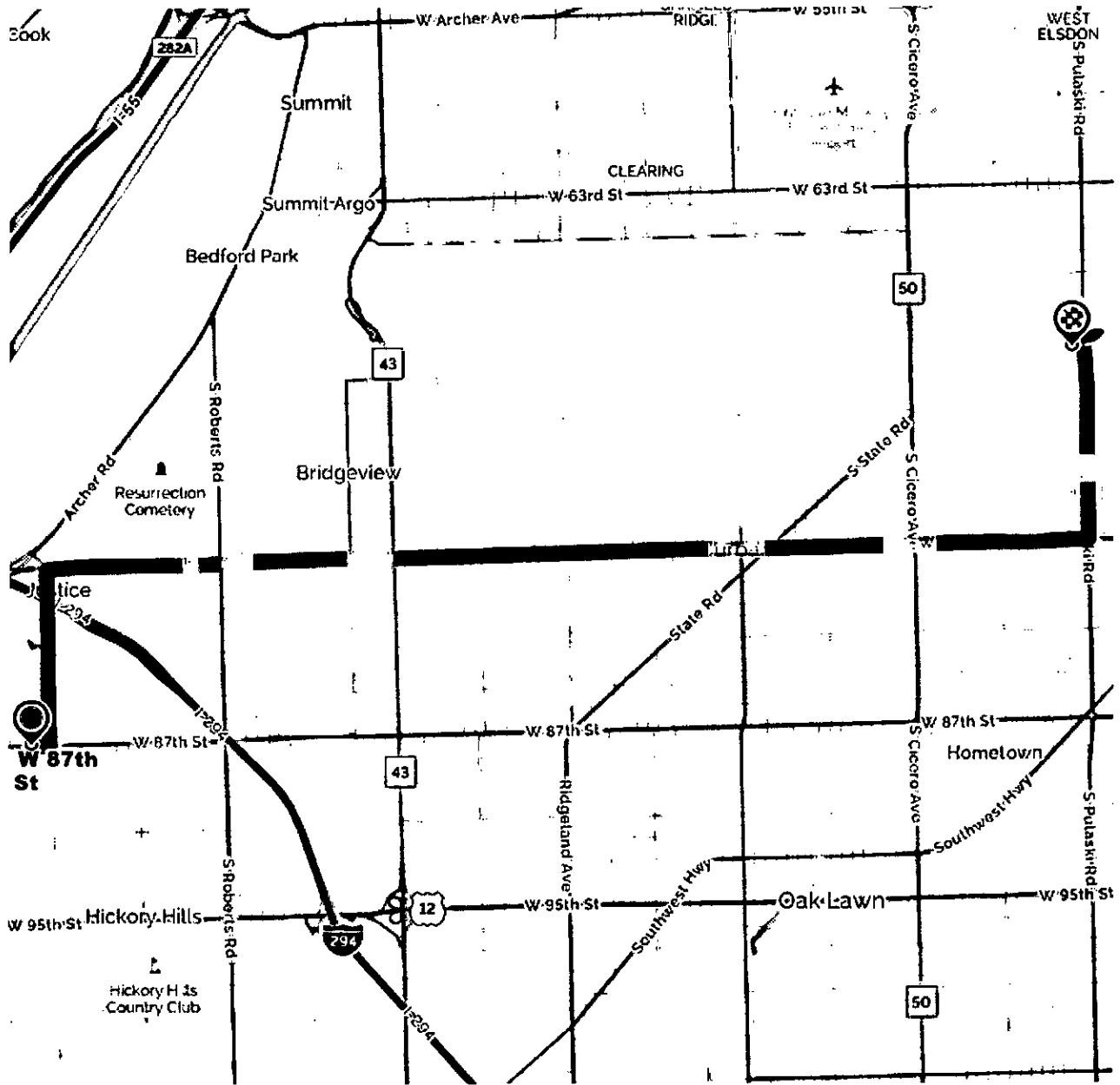


5. 7000 S Pulaski Rd, Chicago, IL 60629-5824, 7000 S PULASKI RD is on the left.

Your destination is just past W 70th Pl.

If you reach W 70th 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:

7721 S Western Ave, Chicago, IL, 60620-5821



26 MIN | 8.7 MI

Est. fuel cost: \$0.90

Trip time based on traffic conditions as of 1:16 PM on January 31, 2018. Current Traffic: Moderate



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South Side Dialysis Center (7721 South Western Avenue, Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 3.10 miles

3.10 total miles



2. Turn slight left onto State Rd.

State Rd is 0.1 miles past Natchaz Ave.

If you are on W 87th St and reach Mobila Ava you've gona a little too far.

Then 1.55 miles

4.64 total miles



3. Turn slight right onto W 79th St.

W 79th St is just past Linder Ave.

If you are on State Rd and reach Long Ave you've gone about 0.1 miles too far.

Then 3.87 miles

8.51 total miles



4. Turn left onto S Western Ave.

S Western Ave is just past S Artesian Ave.

If you reach S Claremont Ave you've gone a little too far.

Then 0.20 miles

8.71 total miles

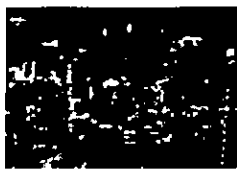
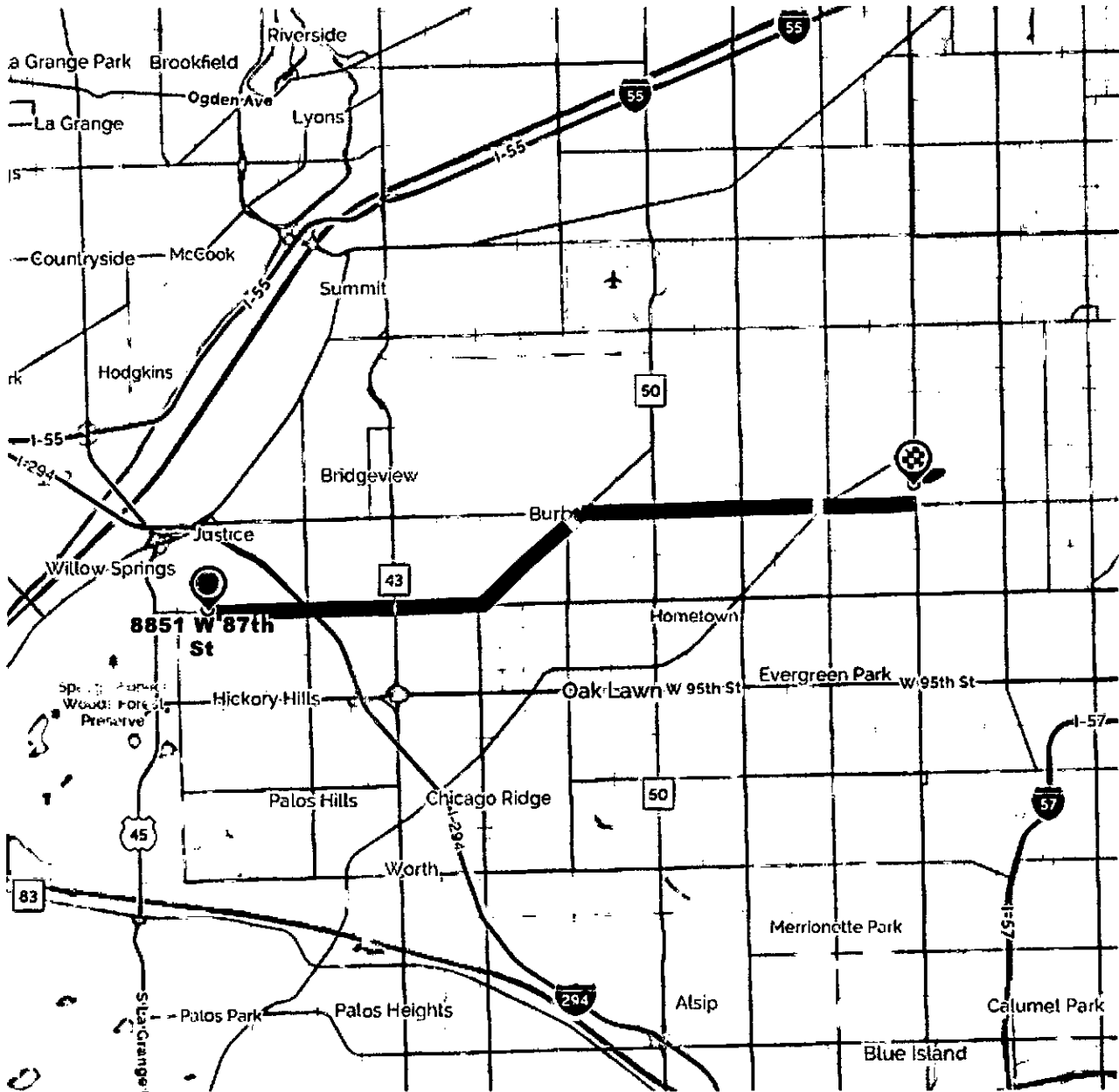


5. 7721 S Western Ave, Chicago, IL 60620-5821, 7721 S WESTERN AVE.

Your dastination is just past W 78th St.

If you reach W 77th St you've gone a little too far.

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Car trouble mid-trip?
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Assistance is here:
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YOUR TRIP TO:

7319 Archer Ave, Summit Argo, IL, 60501



10 MIN | 4.9 MI

Est. fuel cost: \$0.51

Trip time based on traffic conditions as of 10:56 AM on January 31, 2018. Current Traffic: Light



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Fresenius Medical Care Summit (7319 Archer Avenue, Summit) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. S 88th Ave becomes Oak Grove Ave.

Then 0.10 miles

1.20 total miles



4. Turn right onto Archer Rd/IL-171. Continue to follow IL-171.

If you reach Frontage Rd you've gone a little too far.

Then 3.39 miles

4.59 total miles



5. Turn right onto Archer Ave.

Archer Ave is just past W 55th Pl.

Then 0.30 miles

4.90 total miles

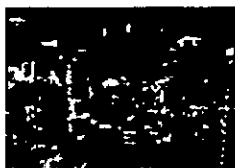
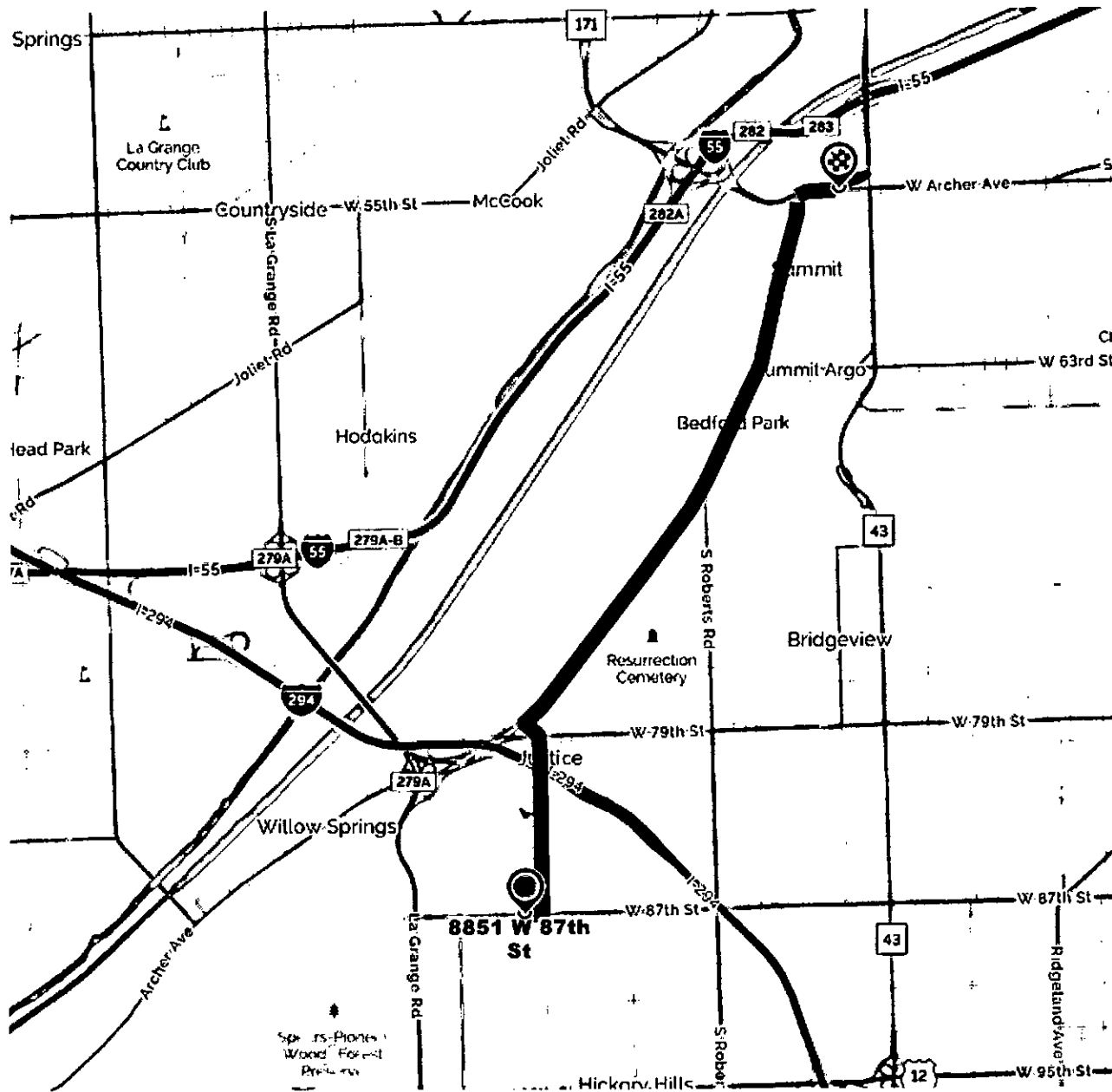


6. 7319 Archer Ave, Summit Argo, IL 60501, 7319 ARCHER AVE is on the left.

Your destination is just past S 73rd Ct.

If you reach S 73rd Ave you've gone a little too far.

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Car trouble mid-trip?
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YOUR TRIP TO:

8910 W 192nd St, Mokena, IL, 60448-8109



29 MIN | 15.0 MI

Trip time based on traffic conditions as of 11:39 AM on January 31, 2018. Current Traffic: Moderate



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Fresenius Medical Care of Mokena (8910 W. 192nd Street Mokena) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.00 miles

1.08 total miles



3. Turn right onto W 95th St/US-20 W/US-12 W.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 0.67 miles

1.75 total miles



4. Turn left onto La Grange Rd/US-45 S/US-20 E/US-12 E. Continue to follow US-45 S.

US-45 S is 0.1 miles past S Kean Ave.

Then 12.27 miles

14.02 total miles



5. Turn left onto W 191st St/County Hwy-84.

If you are on S La Grange Rd and reach Bormet Dr you've gone about 0.1 miles too far.

Then 0.60 miles

14.63 total miles



6. Turn right onto Darvin Dr.

Darvin Dr is 0.1 miles past Jodi Rd.

If you reach 88th Ave you've gone about 0.4 miles too far.

Then 0.23 miles

14.85 total miles



7. Darvin Dr becomes W 192nd St.

Then 0.19 miles

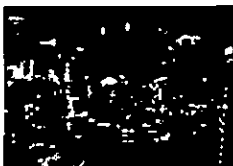
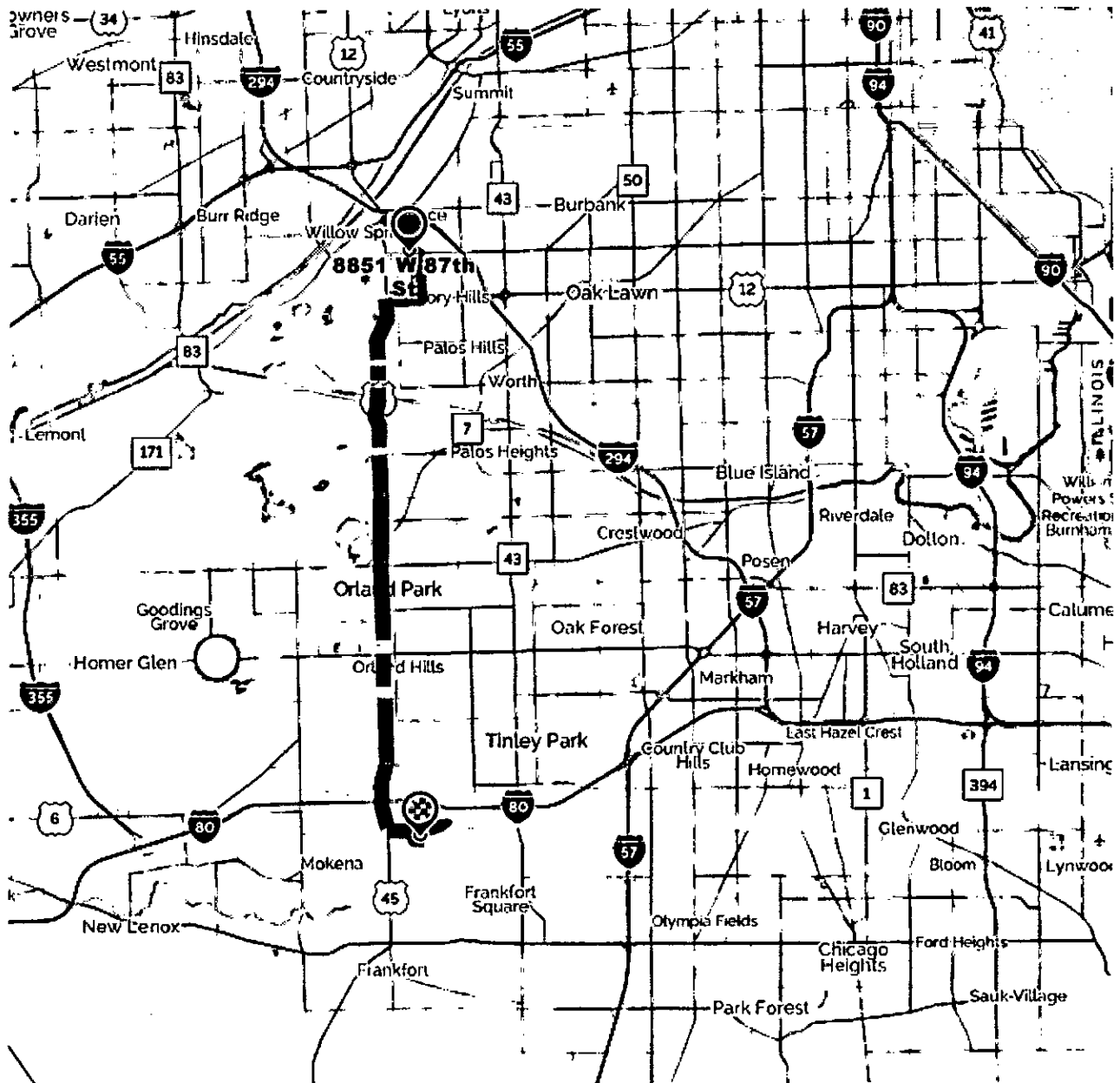
15.04 total miles



8. 8910 W 192nd St, Mokena, IL 60448-8109, 8910 W 192ND ST is on the left.

If you reach 88th Ave you've gone about 0.1 miles too far.

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YOUR TRIP TO:

16177 W 127th St, Lemont, IL, 60439-7501



24 MIN | 13.5 MI

Est. fuel cost: \$1.41

Trip time based on traffic conditions as of 10:53 AM on January 31, 2018. Current Traffic: Moderate



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Fresenius Medical Care Lemont (16177 West 127th Street Lemont) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st right onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.00 miles

1.08 total miles



3. Turn right onto W 95th St/US-20 W/US-12 W.

W 95th St is 0.1 miles past Kitty Ln.

If you reach W 95th Pl you've gone a little too far.

Then 0.67 miles

1.75 total miles



4. Turn left onto La Grange Rd/US-45 S/US-20 E/US-12 E. Continue to follow La Grange Rd/US-45 S.

La Grange Rd is 0.1 miles past S Kaan Ave.

Then 2.56 miles

4.31 total miles



5. Take the IL-83/Calumet Sag Rd ramp.

Then 0.13 miles

4.44 total miles



6. Keep left at the fork in the ramp.

Then 0.02 miles

4.46 total miles



7. Turn left onto W Cal Sag Rd/IL-83. Continue to follow IL-83.

Then 3.88 miles

8.34 total miles



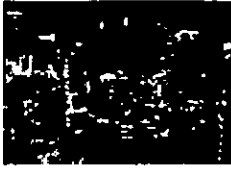
8. Turn left onto Archer Ave/IL-83/IL-171. Continue to follow Archer Ave/IL-171.

Archer Ave is 0.1 miles past Dineff Rd.

If you are on Main St and reach Old Archer Ave you've gone about 0.1 miles too far.

Then 3.12 miles

11.45 total miles



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**Car trouble mid-trip?
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YOUR TRIP TO:

W 25th Pl & S California Ave



19 MIN | 14.7 MI

Est. fuel cost: \$1.53

Trip time based on traffic conditions as of 2:27 PM on January 31, 2018. Current Traffic: Light



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Mt. Sinai Hospital Med Ctr. (W 25th Pl & s California ave Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 0.09 miles

0.09 total miles



2. Take the 1st left onto S 88th Ave.

If you reach S 87th Ave you've gone about 0.1 miles too far.

Then 1.01 miles

1.10 total miles



3. Merge onto iL-171/Archer Ave via the ramp on the left.

If you are on Oak Grove Ave and reach Archer Rd you've gone about 0.1 miles too far.

Then 0.37 miles

1.47 total miles



4. Merge onto US-45 N/US-20 W/US-12 W/La Grange Rd.

Then 1.55 miles

3.02 total miles



5. Merge onto i-55 N/Adlai E Stevenson Expy N toward Chicago.

Then 10.11 miles

13.13 total miles



6. Take the California Ave exit, EXIT 289, toward 2800 W.

Then 0.26 miles

13.39 total miles



7. Keep right at the fork in the ramp.

Then 0.23 miles

13.63 total miles



8. Keep left at the fork in the ramp.

Then 0.02 miles

13.65 total miles



9. Turn left onto S California Ave.

Then 0.49 miles

14.14 total miles

342



10. Turn right onto W 30th St.

W 30th St is just past W 31st St.

If you reach W 27th St you've gone about 0.2 miles too far.

Then 0.04 miles

14.19 total miles



11. Turn left onto S California Blvd.

Then 0.48 miles

14.67 total miles



12. Turn left onto W 25th Pl.

W 25th Pl is just past W 26th St.

If you reach W 25th St you've gone a little too far.

Then 0.03 miles

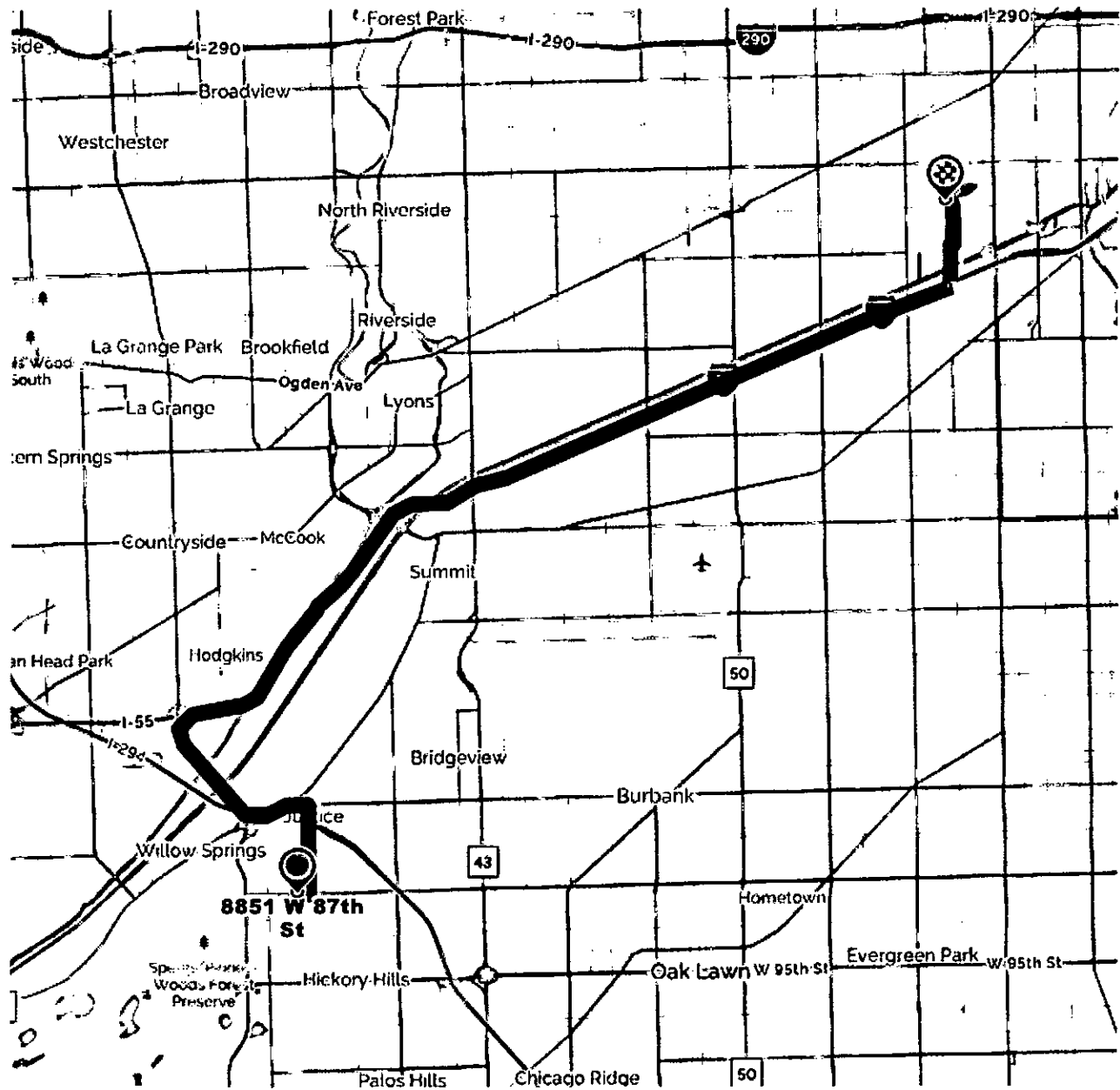
14.70 total miles



13. W 25th Pl & S California Ave, W 25th Pl & S CALIFORNIA AVE.

If you are on S California Ave and reach W 25th St you've gone a little too far.

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Car trouble mid-trip?
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YOUR TRIP TO:

8111 S Western Ave, Chicago, IL, 60620-5939



22 MIN | 8.9 MI

Est. fuel cost: \$0.92

Trip time based on traffic conditions as of 12:42 PM on January 31, 2018. Current Traffic: Light



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

Beverly Dialysis Davita (8111 South Western Avenue Chicago) to the Proposed Dialysis Care Center Hickory Hills



1. Start out going east on W 87th St toward S 88th Ave.

Then 8.13 miles

8.13 total miles



2. Turn left onto S Western Ave.

S Western Ave is 0.2 miles past S Rockwell Ave.

Then 0.74 miles

8.87 total miles

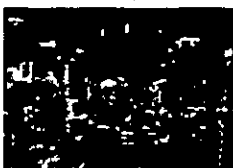
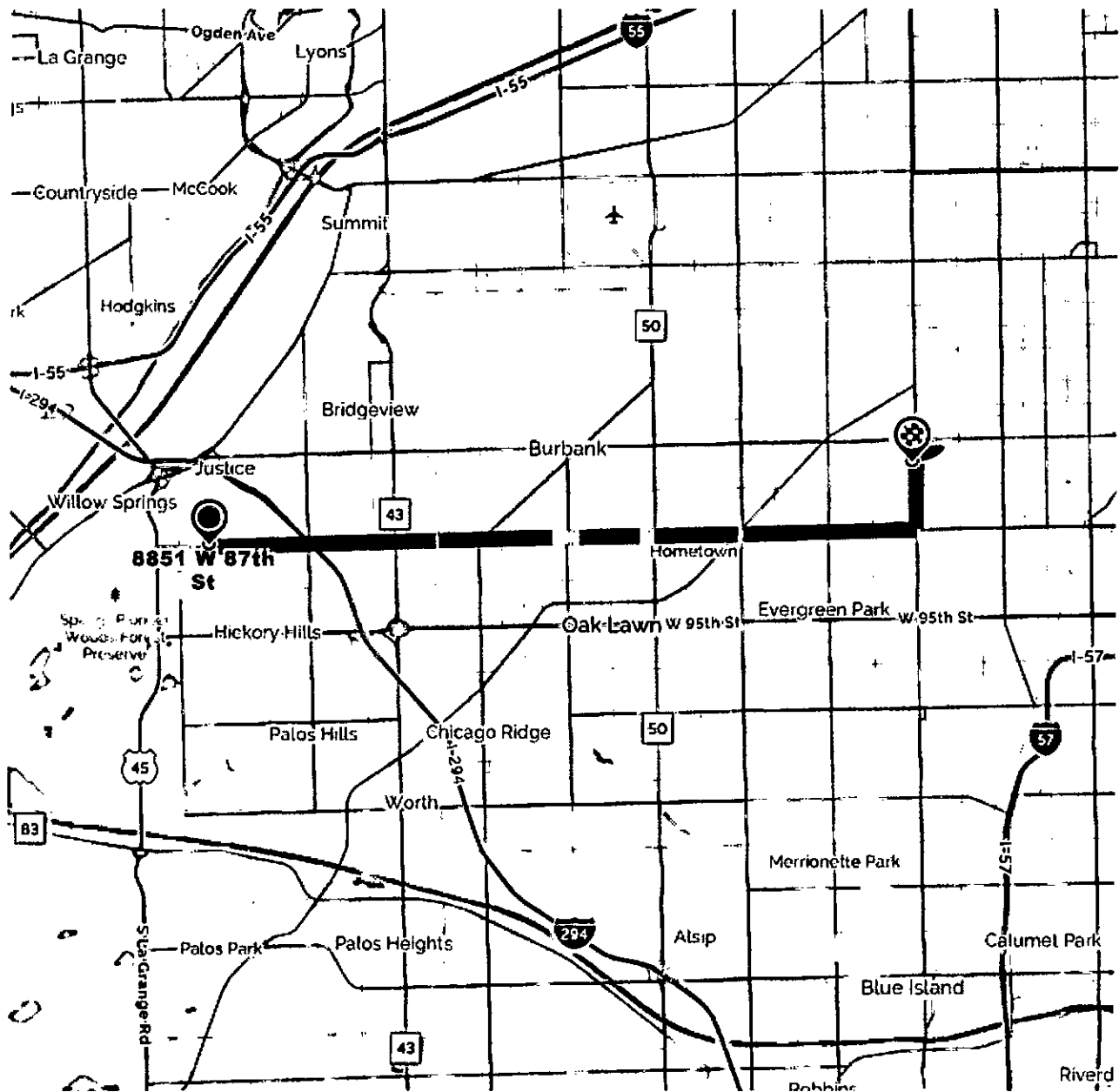


3. 8111 S Western Ave, Chicago, IL 60620-5939, 8111 S WESTERN AVE is on the left.

Your destination is just past W 81st Pl.

If you reach W 81st 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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3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	70
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