

#19-040

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.

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

Facility Name: Fresenius Kidney Care Mount Prospect			
Street Address: 1710 W. Golf Road			
City and Zip Code: Mount Prospect 60056			
County:	Cook	Health Service Area:	7 Health Planning Area:

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

Exact Legal Name: Fresenius Medical Care Mount Prospect, LLC d/b/a Fresenius Kidney Care Mount Prospect	
Street Address: 920 Winter Street	
City and Zip Code: Waltham, MA 02451	
Name of Registered Agent: CT Corporation Systems	
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814	
Registered Agent City and Zip Code: Chicago, IL 60604	
Name of Chief Executive Officer: Bill Valle	
CEO Street Address: 920 Winter Street	
CEO City and Zip Code: Waltham, MA 02451	
CEO Telephone Number: 800-662-1237	

Type of Ownership of Applicants

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship ☐ Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which 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.**Co-Applicant** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Fresenius Medical Care Holdings, Inc.	
Street Address: 920 Winter Street	
City and Zip Code: Waltham, MA 02451	
Name of Registered Agent: CT Corporation Systems	
Registered Agent Street Address: 208 S. LaSalle Street, Suite 814	
Registered Agent City and Zip Code: Chicago, IL 60604	
Name of Chief Executive Officer: Bill Valle	
CEO Street Address: 920 Winter Street	
CEO City and Zip Code: Waltham, MA 02451	
CEO Telephone Number: 800-662-1237	

Type of Ownership of Co-Applicant

☐	Non-profit Corporation	☐	Partnership	
☒	For-profit Corporation	☐	Governmental	
☐	Limited Liability Company	☐	Sole Proprietorship	☐ Other

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care North America
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-6807
E-mail Address: lori.wright@fmc-na.com
Fax Number: 630-960-6812

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

Name: Abbie Morrison
Title: Regional Vice President
Company Name: Fresenius Medical Care North America
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-6706
E-mail Address: abbie.morrison@fmc-na.com
Fax Number: 630-960-6812

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: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care North America
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-6807
E-mail Address: lori.wright@fmc-na.com
Fax Number: 630-960-6812

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: MPC Company, LLC

Address of Site Owner: 5190 Neil Road, Suite 430, Reno, NV 89502

Street Address or Legal Description of the Site: 1710 W. Golf Road, Mount Prospect, IL 60056

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

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

Operating Identity/Licensee

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

Exact Legal Name: Fresenius Medical Care Mount Prospect, LLC d/b/a Fresenius Kidney Care Mount Prospect

Address: 920 Winter Street, Waltham, MA 02451

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |

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

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

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 ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

NOT APPLICABLE – STATION ADDITION ONLY

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.]

NOT APPLICABLE – STATION ADDITION ONLY

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.20 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.

Fresenius Medical Care Mount Prospect, LLC proposes to add 8 stations to its 8-station Mount Prospect ESRD facility in existing space in order expand access to "Transitional Care" dialysis services, which promotes home dialysis leading to better patient outcomes.

The facility is located at 1710 W. Golf Road, Mount Prospect and is in HSA 7.

This project is "non-substantive" under Planning Board rule 1110.40 as it entails the addition of 8 stations to an existing 8-station in-center hemodialysis facility.

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	Non-Clinical	TOTAL
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	30,000	0	30,000
Contingencies	0	0	0
Architectural/Engineering Fees	N/A	0	N/A
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	40,000	0	40,000
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Equipment	184,838	N/A	184,838
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	\$254,838	0	\$254,838
SOURCE OF FUNDS	Clinical	Non-Clinical	TOTAL
Cash and Securities	70,000	0	70,000
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	184,838	N/A	184,838
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	\$254,838	0	\$254,838
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service ☐ Yes ☒ No If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100. Estimated start-up costs and operating deficit cost is \$ <u>265,754</u>.

Project Status and Completion Schedules

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

Indicate the stage of the project's architectural drawings:

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

Anticipated project completion date (refer to Part 1130.140): 12/31/2020

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ 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
☒ Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☐ Cancer Registry
☐ APORS
☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **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 to be renovated	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis Expansion Space	\$254,838	600	1,200		1,200		
Total Reviewable	\$254,838	600	1,200		1,200		
NON REVIEWABLE							
Total Non-Reviewable	\$0	0			0		
TOTAL	\$254,838	600	1,200		1,200		

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

CERTIFICATION

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

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

This Application is filed on the behalf of Fresenius Medical Care Mount Prospect, 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.

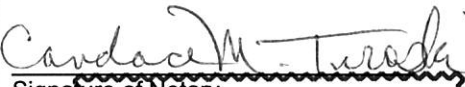


SIGNATURE

Teri Gurchiek
 PRINTED NAME

Group Vice President
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 19th day of June, 2019

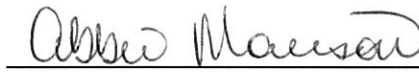


Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

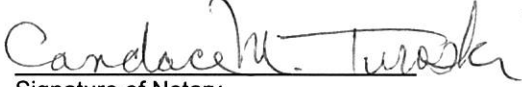


SIGNATURE

Abbie Morrison
 PRINTED NAME

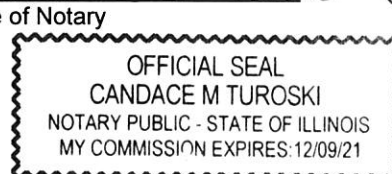
Regional Vice President
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 19th day of June, 2019



Signature of Notary

Seal



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

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

This Application is filed on the behalf of Fresenius Medical Care Holdings, Inc. *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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.

Bryan Mello
SIGNATURE

PRINTED NAME
Bryan Mello
PRINTED TITLE
Assistant Treasurer

Dorothy Rizzo
SIGNATURE

PRINTED NAME
Dorothy Rizzo
Assistant Treasurer
PRINTED TITLE

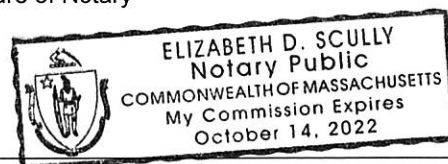
Notarization:
Subscribed and sworn to before me
this 22nd day of April

Notarization:
Subscribed and sworn to before me
this 22nd day of April

Elizabeth D. Scully
Signature of Notary

Seal

Seal



*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION**NOT APPLICABLE STATION ADDITION ONLY**

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 1110.290 – Discontinuation (State-Owned Facilities and All Relocations)

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 1110.290(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.

1110.110(a) – Background of the Applicant

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 1110.110(b) & (d)**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 1110.120 - 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.

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

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

PROJECT SERVICES UTILIZATION:

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

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

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

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

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

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

Submit the following:

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

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**APPEND DOCUMENTATION AS ATTACHMENT 18, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

SECTION V. SERVICE SPECIFIC**F. Criterion 1110.230 - 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):

☒ In-Center Hemodialysis	8	16

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.230(b)(5) - Planning Area Need - Service Accessibility	X		
1110.230(c)(1) - Unnecessary Duplication of Services	X		
1110.230(c)(2) - Maldistribution	X		
1110.230(c)(3) - Impact of Project on Other Area Providers	X		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	X	X	
1110.230(f) - Support Services	X	X	X
1110.230(g) - Minimum Number of Stations	X		
1110.230(h) - Continuity of Care	X		
1110.230(i) - Relocation (if applicable)	X		
1110.230(j) - 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 1110.230(i) - 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)

VI. 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]:

<u>\$70,000</u>	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;
<u>N/A</u>	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
<u>N/A</u>	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
<u>*\$184,838</u>	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; 5) For any option to lease, a copy of the option, including all

	terms and conditions.
<u>N/A</u>	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;
<u>N/A</u>	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
<u>N/A</u>	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
<u>\$254,838</u>	TOTAL FUNDS AVAILABLE
*Dialysis machine lease and FMV of additional 600 GSF.	
APPEND DOCUMENTATION AS <u>ATTACHMENT 34</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION VII. 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	APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.			
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 VIII.1120.140 - ECONOMIC FEASIBILITY

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

A. Reasonableness of Financing Arrangements

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

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

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD Expansion		25			1,200			30,000	30,000
Contingency		0			0			0	0
Total Expansion		\$25			1,200			\$30,000	\$30,000
Non Reviewable		0			0			0	0
Contingency		0			0			0	0
Total Non- Reviewable		\$0			0			\$0	\$0
TOTALS		\$25			1,200			\$30,000	\$30,000

* 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 IX. 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 (Self-Pay)			
Charity (# of patients)(Self-Pay)	2016	2017	2018
(Out-patient only)	233	280	294
Total Charity (cost in dollars)	\$3,269,127	\$4,598,897	\$5,295,686
MEDICAID			
Medicaid (# of patients)	2016	2017	2018
(Out-patient Only)	396	320	328
Medicaid (revenue)	\$7,310,484	\$4,383,383	\$6,630,014

* As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

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

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance however, in 2018 of our commercial patients we had 977 Medicaid Risk patients with Revenues of \$30,748,374.

SECTION X. 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			
	2016	2017	2018
Net Patient Revenue	\$450,657,245	\$461,658,707	\$436,811,409
Amount of Charity Care (self-pay charges)	\$3,269,127	\$4,598,897	\$5,295,686
Cost of Charity Care (Self-Pay)	\$3,269,127	\$4,598,897	\$5,295,686

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

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

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance however, in 2018 of our commercial patients we had 977 Medicaid Risk patients with Revenues of \$30,748,374.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	25-26
2	Site Ownership	27
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	28
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	29
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	30
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9	Cost Space Requirements	33
10	Discontinuation	
11	Background of the Applicant	34-40
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15	Project Service Utilization	47-48
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
	Service Specific:	
19	Medical Surgical Pediatrics, Obstetrics, ICU	
20	Comprehensive Physical Rehabilitation	
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26	Selected Organ Transplantation	
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28	Subacute Care Hospital Model	
29	Community-Based Residential Rehabilitation Center	
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31	Clinical Service Areas Other than Categories of Service	
32	Freestanding Emergency Center Medical Services	
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36	Financial Viability	109
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Appendix 1	Physician Referral Letter	118-124

Applicant Identification

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

Exact Legal Name: Fresenius Medical Care Mount Prospect, LLC d/b/a Fresenius Kidney Care Mount Prospect*
Address: 920 Winter Street, Waltham, MA 02451
Name of Registered Agent: CT Systems
Name of Chief Executive Officer: Bill Valle
CEO Address: 920 Winter Street, Waltham, MA 02451
Telephone Number: 800-662-1237

Type of Ownership of Applicant

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

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

**Certificate of Good Standing for Fresenius Medical Care Mount Prospect, LLC on following page.*

Co - Applicant Identification

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

Exact Legal Name: Fresenius Medical Care Holdings, Inc.
Address: 920 Winter Street, Waltham, MA 02451
Name of Registered Agent: CT Systems
Name of Chief Executive Officer: Bill Valle
CEO Address: 920 Winter Street, Waltham, MA 02541
Telephone Number: 781-669-9000

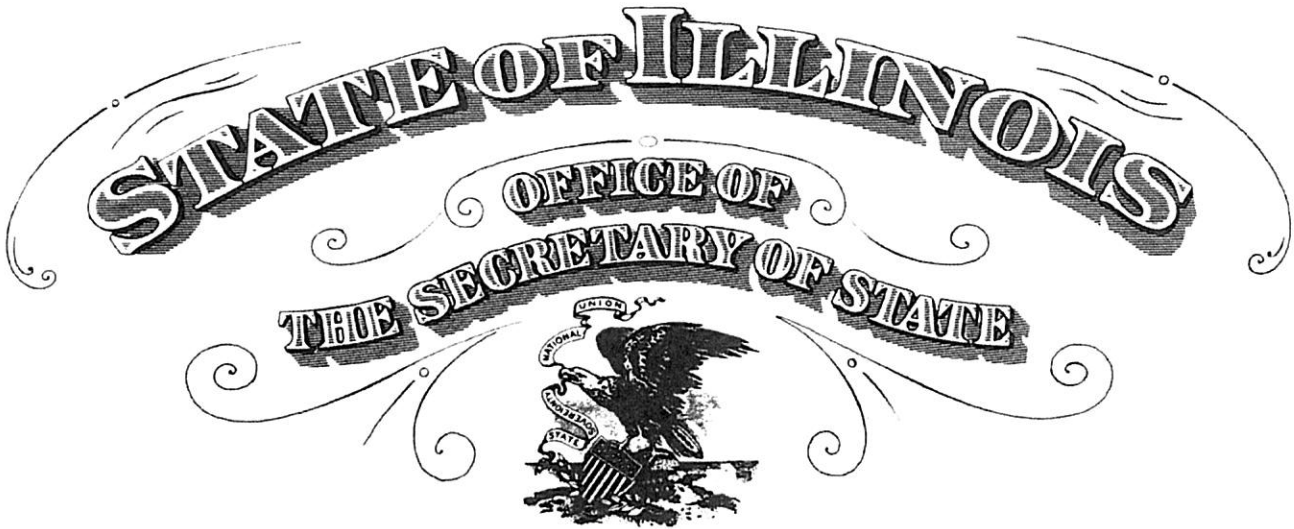
APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Type of Ownership – Co-Applicant

- | | | |
|--|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☐ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- o Corporations and limited liability companies must provide an Illinois certificate of good standing.
 - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

File Number

0287249-8



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

FRESENIUS MEDICAL CARE MOUNT PROSPECT, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 30, 2009, 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.

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 25TH
day of APRIL A.D. 2019 .***



Authentication #: 1911502174 verifiable until 04/25/2020
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE Certificate of Good Standing
ATTACHMENT 1

Site Ownership

Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>MPC Company, LLC</i>
Address of Site Owner: <i>5190 Neil Road, Suite 430, Reno, NV 89502</i>
Street Address or Legal Description of Site: <i>1710 W. Golf Road, Mount Prospect, IL 60056</i>

See lease at attachment #34.

Operating Identity/Licensee

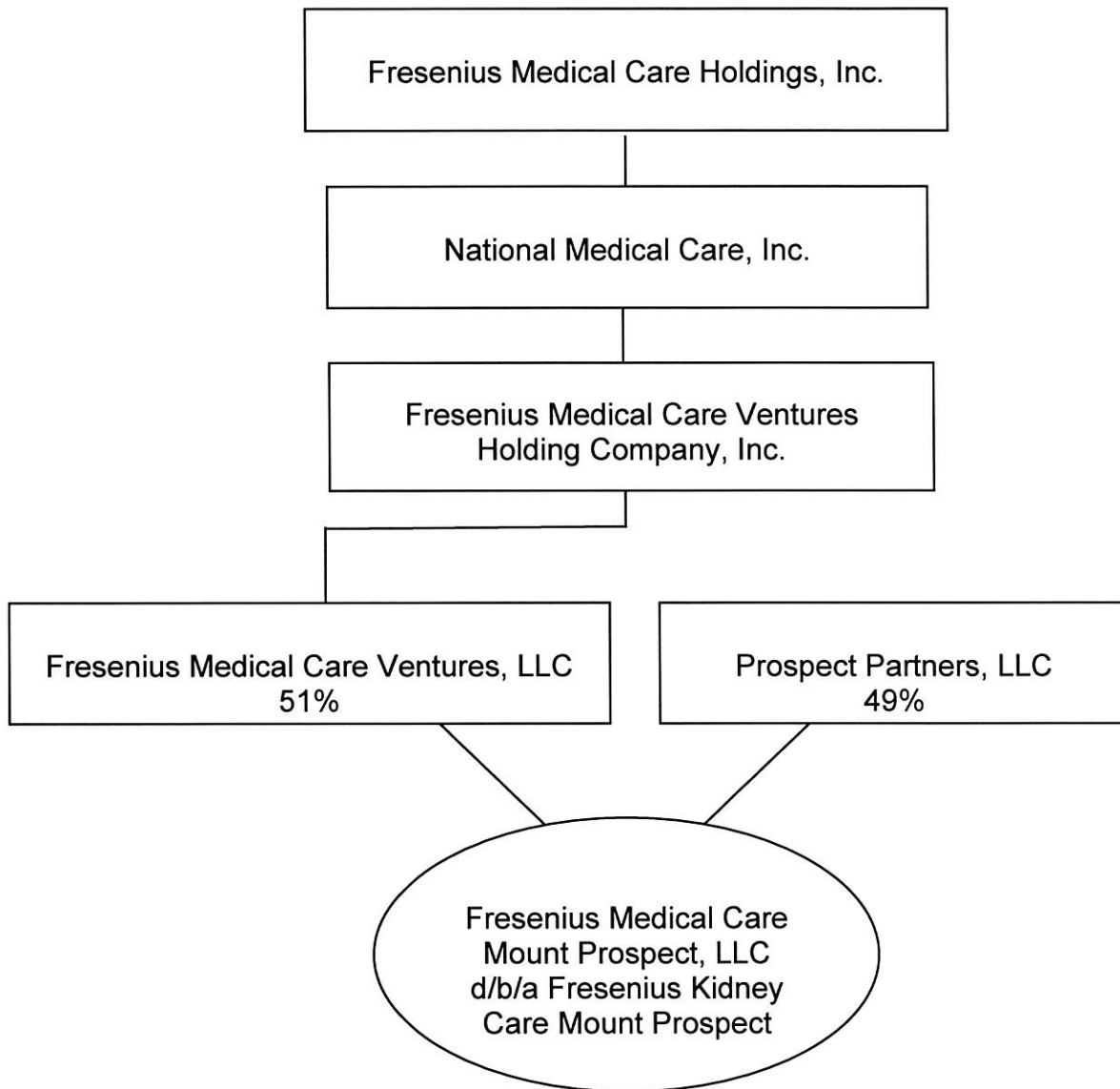
[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: Fresenius Medical Care Mount Prospect, LLC d/b/a Fresenius Kidney Care Mount Prospect*			
Address: 920 Winter Street, Waltham, MA 02451			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			

Certificate of Good Standing at Attachment – 1.*Ownership**

Fresenius Medical Care of Illinois, LLC has a 51% membership interest in Fresenius Medical Care Mount Prospect, LLC.

Prospect Partners, LLC has a 49% membership interest in Fresenius Medical Care Mount Prospect, LLC. Its address is 120 W. 22nd Street, Oak Brook, IL

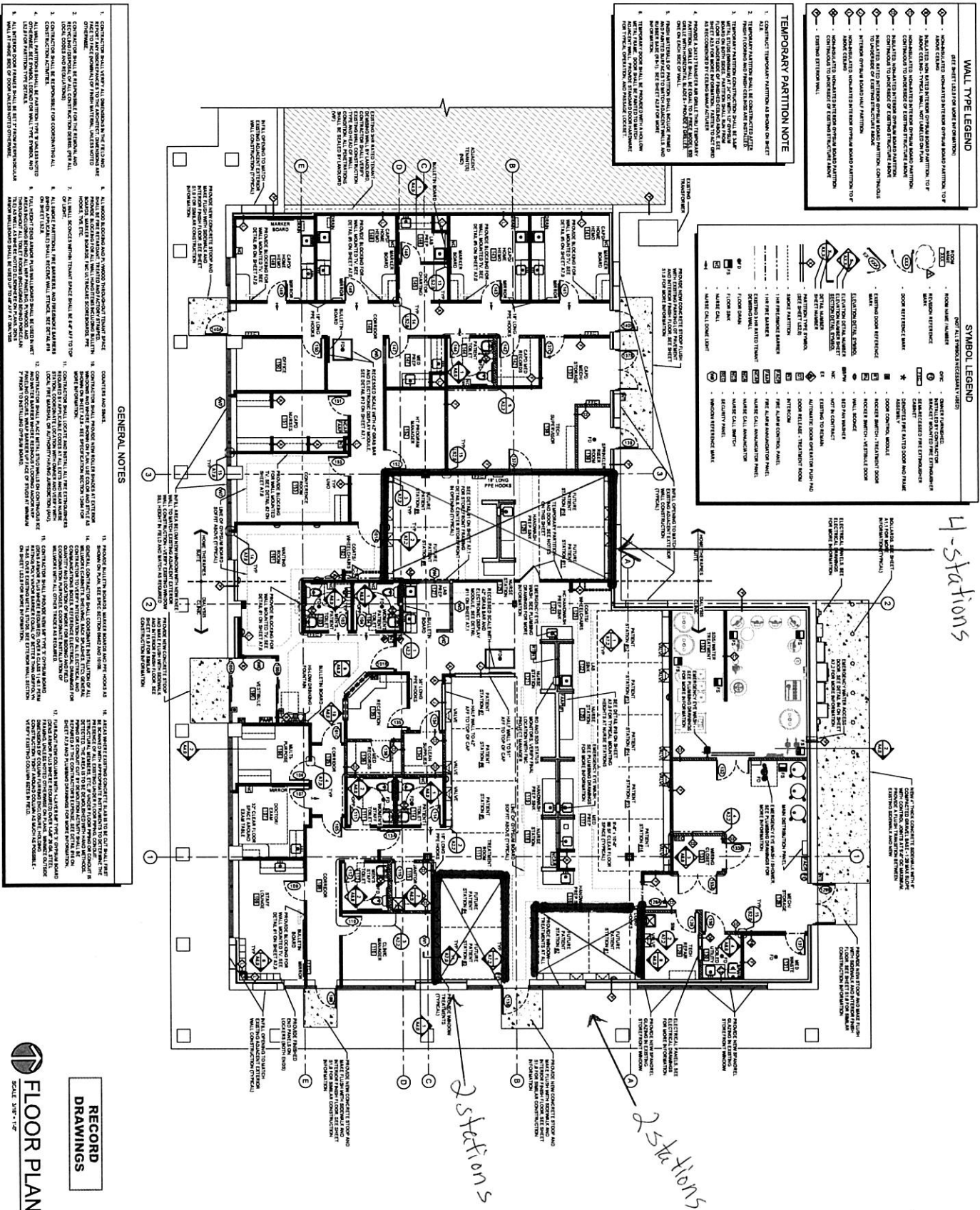


SUMMARY OF PROJECT COSTS

Modernization	
Removal of wall	10,000
Plumbing	20,000
Total	\$30,000
Contingencies	
	\$0
Architecture/Engineering Fees	
	\$0
Moveable or Other Equipment	
Dialysis Chairs	25,000
TVs & Accessories	10,000
Other miscellaneous	5,000
Total	\$40,000
Fair Market Value of Leased Space and Equipment	
FMV Additional Leased Space (600 GSF)	78,838
FMV Leased Dialysis Machines	106,000
	\$184,838
Grand Total	\$254,838

Current Fresenius CON Permits and Status

Project Number	Project Name	Project Type	Completion Date	Comment
#16-029	Fresenius Medical Care Ross Dialysis - Englewood	Relocation/ Expansion	09/30/2018	Anticipated opening September 2019
#16-042	Fresenius Kidney Care Paris Community	Establishment	03/31/2020	Permit Renewal/Financial Commitment Extension Request Approved 10/30/18
#17-065	Fresenius Kidney Care New Lenox	Establishment	12/31/2019	Shell construction
#18-006	Fresenius Kidney Care Madison County	Establishment	06/30/2020	Project obligated June 17, 2019 Shell bidding
#18-039	Fresenius Kidney Care Grayslake	Establishment	03/31/2021	Permitting phase
#18-045	Fresenius Kidney Care West Belmont	Expansion	2/14/2020	Permitted January 15, 2019



Cost Space Requirements

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing to be renovated	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis Expansion Space	\$254,838	600	1,200		1,200		
Total Reviewable	\$254,838	600	1,200		1,200		
NON REVIEWABLE							
Total Non-Reviewable	\$0	0			0		
TOTAL	\$254,838	600	1,200		1,200		

About Us

Fresenius Kidney Care, a division of Fresenius Medical Care North America (FMCNA), provides dialysis treatment and services to over 190,000 people with kidney disease at more than 2,300 facilities nationwide. Fresenius Kidney Care patients have access to FMCNA's integrated network of kidney care services ranging from cardiology and vascular care to pharmacy and lab services as well as urgent care centers and the country's largest practice of hospitalist and post-acute providers. The scope and sophistication of this vertically integrated network provides us with seamless oversight of our patients' entire care continuum.

As a leader in renal care technology, innovation and clinical research, FMCNA's more than 67,000 employees are dedicated to the mission of delivering superior care that improves the quality of life for people with kidney disease. Fresenius Kidney Care supports people by helping to address both the physical and emotional aspects of kidney disease through personalized care, education and lifestyle support services so they can lead meaningful and fulfilling lives.

Bringing Our Mission to Life

At Fresenius Kidney Care, we understand that helping people with end stage renal disease (ESRD) live fuller, more active and vibrant lives is about much more than providing them with the best dialysis care. It's about caring for the whole person. That's why we use our vast resources to care for our patients emotional, medical, dietary, financial and well-being needs.

We also provide educational support for people with chronic kidney disease (CKD), including routine classes for people with later stage CKD. Our robust education programs are designed to improve patient outcomes and improve the quality of life for every patient.

- **KidneyCare:365**—A company-wide program designed to educate patients with CKD or ESRD about living with kidney disease. These classes are held routinely at a variety of locations including clinics, hospitals and physician offices. Class topics include understanding CKD, eating well, social support and treatment options.
- **Navigating Dialysis Program** – A patient education and engagement program focused on empowering patients with the knowledge they need to thrive during their first 90 days on dialysis. In-center and at-home patients receive a starter kit and supporting touchpoints from members of their care team covering topics like treatment, access, eating well and thriving.
- **Catheter Reduction Program** – A key strategic clinical initiative to support nephrologists and clinical staff with increasing the number of patients dialyzed with a permanent access, preferably a venous fistula (AVF) versus a central venous catheter (CVC). Starting dialysis with or converting patients to an AVF can significantly lower serious complications, hospitalizations and mortality rates.



Value Based Care Model

Healthcare is moving toward a value-based system focused on caring for the whole patient, improving efficiencies and reducing costs. One way that FMCNA has demonstrated its commitment is through a significant investment in End Stage Renal Disease Seamless Care Organizations (ESCOs), the nation's first disease-specific shared savings program designed to identify, test and evaluate new ways to improve care for Americans with ESRD.

In January 2017, the Centers for Medicaid and Medicare Services (CMS) awarded 18 new ESCO contracts to FMCNA, which was in addition to the six ESCOs the company was awarded in 2015. FMCNA now operates 24 of the 37 ESCOs awarded by CMS. FMCNA holds two ESCO contracts in Illinois, including Chicago and Bloomington that include Springfield and the St. Louis area.

Under each ESCO, local nephrologists and dialysis providers partner to develop an innovative care model based on highly coordinated, patient-centered care. By monitoring and managing the total care of the ESRD patient, the ESCO aims to avoid hospitalizations and help patients move from high-risk to lower-risk on the health care continuum.

The cornerstone of the ESCO program for FMCNA is its Care Navigation Unit (CNU), a team of specially trained nurses and care technicians who provide 24/7 patient support and care management services. By focusing on both the physical and emotional needs of each patient, the CNU can anticipate issues before they arise and help patients respond more quickly when they happen. The CNU has proven that through rigorous patient monitoring and appropriate intervention, they can significantly improve patient health outcomes, reducing hospital admissions by up to 20 percent and readmissions by up to 27 percent in ESRD populations. This investment demonstrates the value FMCNA places on collaboration with CMS, policymakers and physicians for the benefit of its patients. It also shows the importance we place on patients taking active roles in their own care.

At FMCNA, we strive to be the partner of choice by leading the way with collaborative, entrepreneurial new models of value-based care that take full responsibility for the patients we serve while reducing costs and improving outcomes. This approach allows us to coordinate health care services at pivotal care points for hundreds of thousands of chronically ill people and enhance the lives of those trusted to our care.



Five Star Quality Rated by CMS

Fresenius Kidney Care achieved the largest number of top-rated, Five Star dialysis centers in 2018, based on the Dialysis Facility Compare Five Star Quality Rating System issued by CMS. This focus on quality continues to drive Fresenius Kidney Care's success in Illinois.

Overview of Services



Treatment Settings and Options

- ✓ In-center hemodialysis
- ✓ At-home hemodialysis
- ✓ At-home peritoneal dialysis



Patient Support Services

- ✓ Nutritional counseling
- ✓ Social work services
- ✓ Home training program
- ✓ Clinical care
- ✓ Patient travel services
- ✓ Patient education classes
- ✓ Urgent care (acute)



Counseling and Guidance for Non-Dialysis Options

- ✓ Kidney transplant
- ✓ Supportive care without dialysis

Our Local Commitment



Fresenius Kidney Care is a predominant supporter of the National Kidney Foundation of Illinois (NKFI). The NKFI is an affiliate of the National Kidney Foundation, which funds medical research improving lives of those with kidney disease, prevention screenings and is a leading educator on kidney disease. Our Fresenius Kidney Care employees in the United States raised over \$800,000 for the NKF Kidney Walk with \$25,000 raised in Illinois through pledges and t-shirt sales. In addition, each year Fresenius Kidney Care donates \$30,000 to the NKFI.

Background

ATTACHMENT - 11

Thrive On

Fresenius Kidney Care In-center Clinics in Illinois

#19-040

Clinic	Provider #	Address	City	Zip
Aledo	14-2658	409 NW 9th Avenue	Aledo	61231
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651
Belleville	14-2839	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	329 Remington	Bolingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	333 W. 87th Street	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Cicero	14-2754	3000 S. Cicero	Chicago	60804
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624
Crestwood	14-2538	4861W. Cal Sag Road	Crestwood	60445
Decatur East	14-2603	1830 S. 44th St.	Decatur	62521
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East Aurora	14-2837	840 N. Farnsworth Avenue	Aurora	60505
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Galesburg	14-8628	765 N Kellogg St, Ste 101	Galesburg	61401
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Geneseo	14-2592	600 North College Ave, Suite 150	Geneseo	61254
Glendale Heights	14-2617	130 E. Army Trail Road	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Grayslake	-	Belvidere Road	Grayslake	60030
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	101 Greenleaf	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Highland Park	14-2782	1657 Old Skokie Road	Highland Park	60035
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Humboldt Park	14-2821	3500 W. Grand Avenue	Chicago	60651
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649
Joliet	14-2739	721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lemont	14-2798	16177 W. 127th Street	Lemont	60439
Logan Square	14-2766	2721 N. Spalding	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	523 E. Grant Street	Macomb	61455
Madison County	-	1938 -1946 Grand Ave.	Granite City	62040
Maple City	14-2790	1225 N. Main Street	Monmouth	61462
Marquette Park	14-2566	6515 S. Western	Chicago	60636
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Moline	14-2526	400 John Deere Road	Moline	61265
Mount Prospect	14-2843	1710-1790 W. Golf Road	Mount Prospect	60056
Mundelein	14-2731	1400 Townline Road	Mundelein	60060

Clinic	Provider #	Address	City	Zip
Naperbrook	14-2765	2451 S Washington	Naperville	60565
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
New City	14-2815	4622 S. Bishop Street	Chicago	60609
New Lenox	-	Cedar Crossing Development	New Lenox	60451
Niles	14-2559	7332 N. Milwaukee Ave	Niles	60714
Normal	14-2778	1531 E. College Avenue	Normal	61761
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northcenter	14-2531	2620 W. Addison	Chicago	60618
Northfield	14-2771	480 Central Avenue	Northfield	60093
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
Oak Forest	14-2764	5340A West 159th Street	Oak Forest	60452
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462
Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350
Palatine	14-2723	691 E. Dundee Road	Palatine	60074
Pekin	14-2571	3521 Veteran's Drive	Pekin	61554
Paris	-	721 E Court Street	Paris	61944
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544
Plainfield North	14-2596	24024 W. Riverwalk Court	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
Regency Park	14-2558	124 Regency Park Dr., Suite 1	O'Fallon	62269
River Forest	14-2735	103 Forest Avenue	River Forest	60305
Rock Island	14-2703	2623 17th Street	Rock Island	61201
Rock River - Dixon	14-2645	101 W. Second Street	Dixon	61021
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Schaumburg	14-2802	815 Wise Road	Schaumburg	60193
Silvis	14-2658	880 Crosstown Avenue	Silvis	61282
Skokie	14-2618	9801 Wood Dr.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Elgin	14-2856	770 N. McLean Blvd.	South Elgin	60177
South Deering	14-2756	10559 S. Torrence Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
Southside	14-2508	3134 W. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	7 Professional Drive	Alton	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Springfield East	14-2853	1800 E. Washington Street	Springfield	62703
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 E. 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Summit	14-2802	7319-7322 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Waterloo	14-2789	624 Voris-Jost Drive	Waterloo	62298
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302
West Willow	14-2730	1444 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527
Woodridge	14-2845	7550 Janes Avenue	Woodridge	60517
Zion	14-2841	1920-1920 N. Sheridan Road	Zion	60099

Certification & Authorization

Fresenius Medical Care Mount Prospect, LLC

In accordance with Section III, A (2) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care Mount Prospect, 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 & Services Review Board; and

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

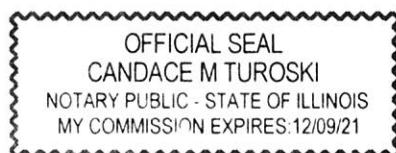
By: Teri A. GurchiekITS: Teri Gurchiek/Group Vice PresidentBy: Abbie MorrisonITS: Abbie Morrison/Regional Vice President

Notarization:

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turosski
Signature of Notary

Seal



Notarization:

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turosski
Signature of Notary

Seal



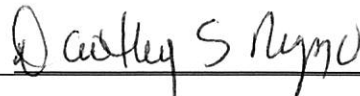
Certification & Authorization

Fresenius Medical Care Holdings, Inc.

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

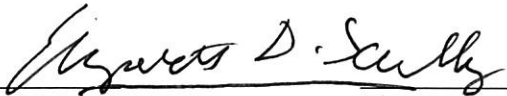
In regard to section III, A (3) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection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

By: 
 ITS: Bryan Mello
 Assistant Treasurer

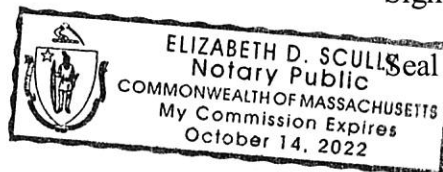
By: 
 ITS: Dorothy Rizzo
 Assistant Treasurer

Notarization:
 Subscribed and sworn to before me
 this 22nd day of April, 2019

Notarization:
 Subscribed and sworn to before me
 this _____ day of _____, 2019

Signature of Notary  Signature of Notary

Seal



Criterion 1110.230 – Purpose of Project

1. The purpose of this project is to maintain access to “Transitional Care” dialysis services that provide patient-centric dialysis onboarding for improved health outcomes. A Transitional Care Unit (TCU) is one or more certified ESRD stations within the in-center facility, which are part of the in-center stations, where treatments are performed. Transitional Care dialysis falls in line with President Trump’s recent executive order to advance American kidney health.

The Mount Prospect facility currently has 8 certified in-center stations. Six of these are used for conventional in-center hemodialysis treatments, with many patients receiving hemodialysis 3 times a week in 4-hour sessions. The remaining two stations provide transitional care, where for the first 30 days of the initiation of dialysis, patients are more likely to receive treatment 4 or 5 times a week for approximately 3 hours, per their physician’s order for hemodialysis on a home dialysis machine. During this time the patient receives individualized education to assist in adjusting to dialysis and choosing a modality. Patients are educated on peritoneal dialysis, home hemodialysis, in-center hemodialysis and transplant. They also have an opportunity to try a variety of at-home hemodialysis machines with their physician’s approval. The TCU gives patients a “soft landing” into dialysis where they can experience how good they can feel on a home dialysis machine, which may include more frequent treatment consistent with the physician’s prescription, while getting accustomed to dialysis and receiving extra attention and education. After the initial 30 days the desired outcome is that the patient will choose home dialysis and enter home therapies training.

Current data indicates that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions and lower mortality rates.

2. This facility is located in Mount Prospect which is in Cook County in HSA 7. There is an excess of 56 stations in this HSA according to the June 2019 inventory
3. Because the Mount Prospect facility operates two transitional care stations, which are likely to treat patients 4 or 5 days a week instead of 3, it cannot operate at the Board calculated standard of 80% based on 6 weekly patient shifts. Generally, in-center patients have a Monday/Wednesday/Friday or a Tuesday/Thursday/Saturday treatment schedule. The 4 or 5 day treatment schedule, for the patients in the TCU stations, overlaps the more commonly utilized 3 day a week schedule causing clinic utilization to appear lower and thus not meeting the State target of 80%. However, due to these overlapping schedules the facility is actually close to capacity.
4. Not Applicable

5. Increasing the station availability at the Fresenius Mount Prospect facility will allow more patients to begin their dialysis experience in a way that can provide the best education and outcomes while they adjust to dialysis and decide what modality best fits their individual needs. It is the desire that the patients treating in the TCU will choose home dialysis and that the conventional in-center patient population will see by example, the benefits of home dialysis and choose to dialyze at home also.
6. The goal of Fresenius Kidney Care is to improve patient outcomes by increasing the number of patients on home dialysis through maintaining access to “transitional care” in the Mount Prospect area. In the first four months of the initiation of transitional care at Mount Prospect there were 9 patients who chose home dialysis after their 30-day trial. It is expected that this facility would continue to have similar quality outcomes after the addition of stations. Currently the Mount Prospect patients have the quality outcomes below:
 - 98% of patients had a URR $\geq$ 65%
 - 98% of patients had a Kt/V $\geq$ 1.2

Alternatives

1) All Alternatives

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

The alternative of doing nothing would limit Dr. Han's ability to offer "transitional care" to Mount Prospect area patients encouraging home dialysis options. The current 8-stations are already operating at capacity due to 2 of the stations that are utilizing the NxStage home hemodialysis machines to provide a "soft landing" to new dialysis patients. These patients dialyze 4 or 5 times a week for approximately 3 hours for their first 30 days on dialysis, rather than the conventional 3 times a week dialysis and experience better outcomes and quality of life. Many are then choosing home dialysis.

Fewer stations could be added, but the 8-station facility reached capacity quickly, in less than a year. 2 of the 8 additional stations are going to be used for transitional care to encourage new and current facility patients to seek home dialysis. With 4 stations offering transitional care the remaining 12 will be able to accommodate those who choose to stay in-center for their treatment and to expose them to home therapies. It is more cost effective to add all 8 stations at one time than to add fewer that will fill up quickly, requiring another CON and potentially higher construction costs later.

B. Pursuing a joint venture or similar arrangement

This facility is already a joint venture.

C. Utilizing other health care resources

NANI physicians currently serve as medical directors and admit patients to many of the facilities within a five-mile radius and beyond, however transitional care is not available at all clinics. There is no cost to utilizing area providers.

- As has been seen by the high growth of home therapies at the Mount Prospect facility it is in the patients' best interest to offer expanded transitional care services alongside in-center hemodialysis. There is also a home therapies facility next door to the in-center facility that can accommodate the patients who choose home dialysis allowing continuity of care. The cost of this project is \$254,838.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Do Nothing	\$0	Patients lose access to transitional care promoting home dialysis leading to better outcomes.	Facility patients would maintain the same high-quality outcomes and opportunity for transitional care services, however fewer patients would have the opportunity to access these benefits	There is no financial cost to doing nothing. The cost is to the patients who will not be offered transitional care services.
Add fewer stations (4)	\$75,000	Patient access to transitional, which promotes home dialysis, leading to better outcomes will decline.	Facility patients would maintain the same high-quality outcomes and opportunity for transitional care services, however fewer patients would have the opportunity to access these benefits	There is no financial cost to doing nothing. The cost is to the patients who will not be offered transitional care services. Also, the cost of going through a smaller expansion now and again in another year to add the remainder, as likely needed, will be more costly than if all stations are installed at one time.
Joint Venture	\$254,838	This facility is already a joint venture.		
Utilize Area Providers	\$0	NANI physicians are currently medical directors of and admit to many of the area facilities. However, transitional care services are not offered at area facilities.	Quality at the Fresenius clinics would remain the same.	No financial cost to Fresenius Kidney Care The cost would be to patients who will not have access to transitional care services.
Expand Fresenius Kidney Care Mount Prospect by 8 stations, 2 of which will offer transitional care.	\$254,838	Access to combined in-center hemodialysis and transitional care services will be maintained for years to come increasing patient outcomes and fostering greater awareness of home therapies which also results in better patient outcomes over in-center hemodialysis.	Patient clinic quality would continue to improve as more patients choose home dialysis. Patient satisfaction and quality of life will improve with better outcomes and continuity of care with a home therapies unit next door.	The cost is to only to Fresenius Kidney Care and the NANI physicians who are proposing this project to promote home dialysis which will result in better outcomes and lower healthcare costs.

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

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. Data has shown that home therapy patients generally have better outcomes. The Fresenius Palatine and Mount Prospect facilities where Dr. Han and her partner Dr. Tanna treat patients have achieved average adequacy outcomes of:

- 98% of patients had a $URR \geq 65\%$
- 98% of patients had a $Kt/V \geq 1.2$

and is expected to remain the same or higher for Fresenius Kidney Care Mount Prospect utilizing transitional care.

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/ SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD 450-650 BGSF Per Station	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	3,000 Existing (8 Stations) 2,400 Existing (Non-clinical)	3,600 – 5,200 BGSF	None	Yes
Total Clinic Space With Additional 600 GSF	6,000 (16 Stations)	7,200 – 10,400	None	Yes

The State Standard for ESRD is between 450 - 650 BGSF per station. The proposed total clinic space with the additional 600 GSF is 6,000 BGSF meeting the State standard. The proposed 3,000 BGSF for the in-center hemodialysis space meets the State standard, however only 1,200 gsf will be modernized as a part of the 8-station addition. 600 gsf of this will be added space in the adjoining home therapies clinic next door. An adjoining wall will be removed to create the additional space for the in-center treatment floor.

Criterion 1110.234, Project Services Utilization

Utilization calculated on conventional 6 daily shifts					
	DEPT/SERVICE	CURRENT UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
Current Utilization	IN-CENTER HEMODIALYSIS	32 Patients 67% Utl		80%	No
YEAR 1	IN-CENTER HEMODIALYSIS		44 Patients 46%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		60 Patients 63%	80%	No

The facility is not expected to reach target utilization calculated on 6 shifts because it does not operate all stations on the 6-shift schedule.

Utilization based on clinic operations					
	DEPT/SERVICE	CURRENT UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
Current Utilization of 2 TCU Stations	2 TCU In-center Stations and 2 shifts	4 Patients 100%		80%	Yes
Current Utilization of 6 Traditional Stations	6 Traditional in-center stations and 6 shifts	28 Patients 78%		80%	No
Overall Current Avg Utilization	TCU and Conventional Combined	82.75%		80%	Yes
Based on facility operations the clinic is currently at 82.75% utilization					
Utilization based on clinic operations after addition of 8 stations					
YEAR 1	4 TCU/2 shifts 12 Conventional/6 shifts		72%	80%	No
YEAR 2	4 TCU/2 shifts 12 Conventional/6 shifts		90%	80%	Yes
Based on facility operations the clinic will be at 90% utilization 2 years after the addition of the 8 additional stations					

Trials have shown an approximate 50% of patients who go through the TCU program go on to home dialysis. The Mount Prospect facility, since initiation of the program, has had a 100% success rate in patients choosing home dialysis. If there is demand past the 4 TCU stations, we are able and willing to transition conventional in-center stations to TCU in the future while always maintaining ample stations for the conventional in-center hemodialysis patients.

Dr. Han, the referring physician, and her practice have 242 pre-ESRD patients in stages 4 and 5 of ESRD who live in the vicinity of Mount Prospect. Of these 61 are expected to be referred to the Mount Prospect facility in the first two years after the 8 additional stations become operational. These are patients who are new to the practice since the submittal of identified patient referrals for the application for the establishment of the facility and are not duplicated.

The additional stations will not be operational for one more year and original patients identified in the application for establishment will be admitted to the facility during that time further raising the utilization.

The facility is not expected to reach the Board 80% target utilization based on 6 patient treatment shifts but will surpass 80% based on its operation of 4 TCU stations and 12 conventional in-center hemodialysis stations.

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

- A. The primary purpose of this project is to provide access to “Transitional Care” in-center hemodialysis services to the residents of the Mount Prospect area of Cook County, HSA 7. 99% of current ESRD and 100% of pre-ESRD patients identified to be referred to the Mount Prospect facility reside in HSA 7, thereby meeting this requirement.

HSA	Pre-ESRD Patients Who Will Be Referred to Fresenius Kidney Care Mount Prospect	
7	61 Pts.	100%

HSA	ESRD Patients of Fresenius Kidney Care Mount Prospect	
7	31 Pts.	99%
8	1 Pt.	1%

Service Demand – Expansion of In-center Hemodialysis Service

A. Historical Service Demand

- i) The Fresenius Kidney Care Mount Prospect 8-station dialysis facility, located in a Medically Underserved Area, was certified September 18, 2018 and is operating at 67% with 32 patients, when utilization is calculated using the Board standard of 6 weekly treatment shifts. However, the Mount Prospect facility is a Transitional Care Unit (TCU) with 2 of its 8 stations operating on a 4 or 5 times per week schedule with 4 patients. The other 6 stations operate 3 daily treatment shifts on Mon/Wed/Fri and Tue/Thur/Sat. The 6 stations that are operating the standard 6 weekly shifts are at 78% utilization with 28 patients.

The TCU is a certified station within the in-center facility where treatments are performed that offers a gentler, more frequent dialysis 4 or 5 days a week instead of 3. During the first 30 days the TCU patient receives individualized education:

- Modality education (transplant, home hemodialysis, peritoneal dialysis, and in-center hemodialysis) and helps the patient adjust to life on dialysis
- Patients can try a variety of at-home hemodialysis machines per physician orders
- Patients have the opportunity to experience the benefits of more frequent dialysis (4 or 5 times per week instead of the conventional 3 times per week) per physician orders
- A full care team support is provided to meet individual patient needs
 - In-center staff
 - Physician Champion – physician more experienced and passionate about home therapies to help spread the home therapies message and provide guidance to other physicians
 - Dietitian
 - Social Worker
 - Insurance Coordinator - works with patients to ensure each patient has some type of coverage
 - Technical Staff
 - Kidney Care Advocate – Fresenius staff member who educates pre-ESRD patients, ESRD patients, and staff on treatment modalities and works with physicians to provide clinic options
 - Home Therapy Staff

All new ESRD patients at Fresenius facilities receive extra support and education in their first 30 days of dialysis, however with the TCU the education is more intensive and spread out in stages over the first weeks of treatment. At the end of thirty days the patients can feel the difference a more frequent dialysis makes and are often mentally and emotionally more empowered to make informed decisions regarding their treatment options. The desired result is that patients will choose home dialysis as their treatment modality and enter home therapies training.

Current data shows that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions and lower mortality rates.

The physicians supporting this project are Medical Directors at Fresenius Kidney Care Palatine and Mount Prospect and are outstanding proponents of home dialysis. When the application for the Mount Prospect clinic was submitted in 2017 the physicians had 32 home dialysis patients. That number has grown to over 50 with exponential growth since the start of TCU. In the first four months of the initiation of the program 9 TCU patients have transitioned to home dialysis and another 4 will be transitioning in the upcoming month. The TCU at Mount Prospect has had a 100% success rate to date in transitioning ESRD patients to home dialysis.

Fresenius' goal is not just to encourage new-start dialysis patients to choose home dialysis but also current in-center patients, who did not have the option of a TCU when they began treatment. The conventional 3 times a week in-center patients are on the same treatment floor as the TCU patients and therefore gain exposure to the TCU patient's experience. Because of this, Fresenius offers a new roll-out program at several clinics called "Experience the Difference".

Experience the Difference places the 3 times a week in-center patient in the TCU station for 2 weeks and provides the gentler 4 or 5 times a week dialysis. Through this program, the patient experiences how much better they can feel by dialyzing more often, all while learning more about all modality options.

In order to provide the Mount Prospect area patients the advantage of the TCU, which can lead to a better quality of life, additional stations are needed. Of the 8 proposed expansion stations, 2 will be utilized as TCU stations initially, based on anticipated need. As the demand increases other stations can be transitioned to TCU to provide additional access.

See attached physician support/referral letter on following page.



Nephrology Associates

601 W. Golf Rd. • Suite 105 • Mt. Prospect, IL 60056 • Phone 847.439.8780 • Fax 847.439.8940

Manish Tanna, M.D., F.A.S.N., F.A.C.P.

Tina Han, M.D.

Venkata Raju Behara, M.D.

Andrew Peck, M.D.

Evgueni M. Minev, M.D.

August 27, 2019

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

Dear Ms. Avery:

I am a nephrologist in practice with Nephrology Associates of Northern Illinois (NANI) and am the Medical Director of the Fresenius Mount Prospect dialysis facility and my partner Dr. Tanna is Medical Director of the Fresenius Palatine facility. I support the expansion of the Mount Prospect facility because I want to increase the number of home dialysis patients through increased home therapies education.

Although the Mount Prospect facility is newly opened, it is nearing capacity and prohibiting my new patients access to dialysis services as well as the opportunity to access "Transitional Care" services that provide patient-centric dialysis onboarding for improved health outcomes.

A Transitional Care Unit (TCU) is one or more certified ESRD stations which are part of the facility's in-center stations, where treatments are performed. For the first 30 days of the initiation of dialysis, patients are more likely to receive treatment 4 or 5 times a week for approximately 3 hours, rather than the conventional 3 times a week. During this time the patient receives individualized education on end stage renal disease as well as all treatment modalities. The TCU helps patients adjust to dialysis and provides an opportunity to experience how good they can feel with more frequent dialysis treatments. Through this process we encourage patients to choose home dialysis leading to better outcomes.

I am pleased that this newly initiated program is increasing the numbers of patients choosing home dialysis, translating into better healthcare for our patients at our Mount Prospect facility. The goal is to increase the program's capabilities with the additional stations and send even more patients home to dialyze.

Our practice was treating 213 hemodialysis patients at the end of 2016, 214 patients at the end of 2017, 204 at the end of 2018 and 204 at the end of March 2019, as reported to The Renal Network. Over the past twelve months we have referred 52 new hemodialysis patients for services. Between the Palatine and Mount Prospect facilities we have 51 home dialysis patients.

We currently have 242 stage 4 & 5 pre-ESRD patients in our practice that live in the zip codes surrounding the Mount Prospect facility. These are new patients to our practice since we submitted the original patient referral letter for the CON for the establishment of the facility and are therefore not duplicates. Of these, 61 are expected to begin dialysis during the first two years of the operation of the new stations.

Due to the many patient benefits of dialyzing at home, I urge the Board to approve the Mount Prospect 8 station expansion, which will include 2 additional TCU stations, to facilitate the growth of home dialysis through in-center experience and exposure.

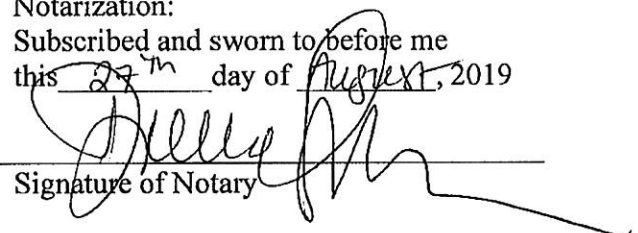
I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

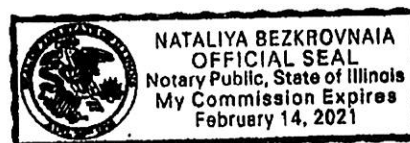

Tina Han, M.D.

Notarization:

Subscribed and sworn to before me
this 27th day of August, 2019


Signature of Notary

Seal



**PRE-ESRD PATIENTS IDENTIFIED
FOR FRESenius MOUNT PROSPECT**

Zip Code	Pre-ESRD
60005	10
60007	12
60008	3
60016	11
60018	5
60056	13
60090	6
60173	1
Total	61

**CURRENT MOUNT PROSPECT
IN-CENTER PATIENTS**

Zip Code	Patients
60025	1
60056	10
60007	3
60004	2
60016	5
60018	2
60005	3
60074	1
60107	1
60131	1
60008	1
60089	1
60090	1
Total	32

**NEW HEMODIALYSIS REFERRALS OF THE
SUPPORTING PHYSICIANS
FOR THE PAST TWELVE MONTHS**

Zip Code	Fresenius Kidney Care						DaVita		Total
	Des Plaines	Mount Prospect	Niles	Palatine	Glenview	Norridge	Arlington Heights	Buffalo Grove	
60002		1							1
60004		2							2
60005		3							3
60007		1					1		2
60016	2	2	1		1				6
60018	3	1							4
60020				1					1
60053			1		1				2
60056		4		1	2		1		8
60067				1					1
60068			2		1				3
60074		1		3					4
60077					1				1
60089					1				1
60090		1		1				2	4
60131		1							1
60169		1							1
60623					1				1
60631						1			1
60634						1			1
60651		1							1
60706						1			1
60714			1		1				2
Total	5	19	5	7	9	3	2	2	52

HEMODIALYSIS PATIENTS OF PHYSICIANS AT YEAR END 2016

Zip Code	Fresenius Kidney Care						Davita			Total
	Des Plaines	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004			4		1		1	7		13
60005	1		1	1			6			9
60007							2			2
60008			3	3			1			7
60010			2	1						3
60015								1		1
60016	6	3	1		9	1	4			24
60018	7	2	1		1	2				13
60025					6		1			7
60026					3					3
60030			2							2
60031								1		1
60047			3	1			1			5
60053		1			1					2
60056	1		3		2		6			12
60062					2					2
60067			5	1						6
60068		1			1		1			3
60069								1		1
60070			1		3			1		5
60073								1		1
60074			15					3		18
60076									3	3
60084			1					1		2
60089			2		1			2		5
60090		1	9		5			9		24
60102			1							1
60107							1			1
60131						1				1
60133			1					1		2
60156			1							1
60165					1					1
60169			1							1
60171						1				1
60176	1									1
60194							1			1
60202									3	3
60490			1							1
60517					1					1
60618					1					1
60626									1	1
60630					1					1
60631		3								3
60634						1				1
60638									1	1
60641		1								1
60656					1	1		1		3
60659					1					1
60660					1					1
60706						2				2
60707						1				1
60714	1	4			1					6
Total	17	16	58	7	43	10	25	29	8	213

HEMODIALYSIS PATIENTS OF PHYSICIANS AT YEAR END ~~2017~~ #19-040

Zip Code	Fresenius Kidney Care						DaVita			Total
	Des Plaines	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004			7	3			1	7		18
60005			2	1			4	1		8
60006			1							1
60007							2			2
60008			4	2			1			7
60010			1	1			1			3
60016	6	3			8		2			19
60018	10	1	1		1	1				14
60025					6		1			7
60026					3					3
60030			1							1
60045			1							1
60047			2	1						3
60053		3			1					4
60056	2		1		2		8			13
60062			1		1					2
60067			7	1						8
60068	1	1	1		1		1			5
60069								1		1
60070			1		3			1		5
60074			13					2		15
60076									4	4
60077							1			1
60084								1		1
60089			2		1			2		5
60090			11		4			9		24
60102			1							1
60103					1					1
60107							1			1
60120	1									1
60156			1							1
60165					1					1
60169			1	1						2
60193							1			1
60194							1			1
60202									3	3
60490			1							1
60586							1			1
60618					1					1
60630					1					1
60631		3								3
60634						1				1
60638									1	1
60641		1								1
60643	1									1
60646	1									1
60656			1		1	1				3
60706						2				2
60712					1					1
60714	1	5			2					8
Total	23	17	62	10	39	5	26	24	8	214

PATIENTS OF SUPPORTING PHYSICIANS AS OF YEAR END 2018

Zip Code	Fresenius Kidney Care							DaVita			Total
	Des Plaines	Mount Prospect	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004		1		5	1				5		12
60005		1		2	1			5	1		10
60006				1							1
60007		2						1			3
60008				3	4			1			8
60010				1	1						2
60016	4	2	4		1	3					14
60018	12	1	1			1					15
60025						6		1			7
60026						3					3
60030				1							1
60047				2							2
60053			3	1		2		1			7
60056	1	1		1		3		6	1		13
60062						1					1
60067				3	1						4
60068	1		1			1					3
60069									1		1
60070						3			1		4
60074				16					2		18
60076										4	4
60077						1		1			2
60089				3		2			1		6
60090				10		4			6		20
60102				1							1
60103						1					1
60107		1									1
60156				1							1
60169		1			1						2
60192				1							1
60194								1			1
60195				1							1
60202										3	3
60490				1							1
60586		1									1
60618						1					1
60630						1					1
60631			3				1				4
60634							1				1
60638										1	1
60641			1								1
60643	1										1
60646	1		1								2
60651		1									1
60656						1	2				3
60706							2				2
60712						1					1
60714	1		6	1		2					10
Total	21	12	20	55	10	37	6	17	18	8	204

PATIENTS OF SUPPORTING PHYSICIANS AS MARCH 2019

#19-040

Zip Code	Fresenius Medical Care							DaVita			Total
	Des Plaines	Mount Prospect	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004		1		5	1			1	3		11
60005		2		2	1			3	1		9
60006				1							1
60007		2						2			4
60008				4	4			1			9
60010				1	1						2
60016	3	2	4		1	3					13
60018	13	1	1			1					16
60020				1							1
60025						6		1			7
60026						3					3
60030				1							1
60047				2							2
60053		1	2	1		2		1			7
60056	1	2		1		3		6	1		14
60062						1					1
60067				2	1						3
60068	1		2			1					4
60069									1		1
60070						3			1		4
60074		1		15					2		18
60076										4	4
60077						1		1			2
60089				2		2			1		5
60090		1		9		4			6		20
60102				1							1
60107		1									1
60126				1							1
60131		1									1
60156				1							1
60169		1			1						2
60188				1							1
60192				1							1
60194								1			1
60195				1							1
60202										3	3
60490				1							1
60618						1					1
60630						1					1
60631			3				1				4
60634							2				2
60638										1	1
60643	1										1
60646	1		1								2
60651		1									1
60656		1				1	1				3
60706							1				1
60712						1					1
60714	1		6			2					9
Total	21	18	19	54	10	36	5	17	16	8	204

Criterion 1110.1430 (e)(5) Medical Staff

I am the Vice President of Operations at Fresenius Kidney Care who oversees the Mount Prospect facility and in accordance with 77 Il. Admin Code 1110.230, I certify the following:

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

Abbie Morrison
Signature

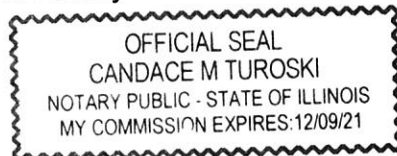
Abbie Morrison
Printed Name

Vice President of Operations
Title

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turossi
Signature of Notary

Seal



Criterion 1110.1430 (f)(1) – Staffing

2) A. Medical Director

Dr. Tina Han is the Medical Director for Fresenius Kidney Care Mount Prospect and will continue to be the Medical Director. Attached is her curriculum vitae.

B. All Other Personnel

The Mount Prospect facility currently employs the following staff:

- Clinic Manager who is a Registered Nurse
- 3 Registered Nurses
- 3 Patient Care Technicians
- Part-time Registered Dietitian
- Part-time Licensed Master Level Social Worker
- Part-time Equipment Technician
- Full-time Secretary

Three additional patient care technicians' and 2 additional Registered Nurses will be hired after the 8-station expansion.

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

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

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

Curriculum Vitae**Han, Tina S (MD)****PERSONAL DATA****Date of Birth****Marital Status****Citizenship****Social Security #****Residence****Primary Office**Mount Prospect - NANI
601 W. Golf Rd.
Mount Prospect, IL 60056**Telephone Numbers**(312)371-6872 (Home)
(847)298-0600 (Office)
(847)298-0602 (Fax)**Business Office**

Des Plaines

Telephone Numbers**Federal Tax ID****UPIN**

I34316

NPI

1336141126

EDUCATION**Medical**University of Pittsburg School of Medicine
Pittsburgh, PA
MD

08/01/1996 - 06/30/2000

Internship: Internal Med - StraightRush University Medical Center
Chicago, IL

07/01/2000 - 07/31/2001

Residency: Internal MedicineRush University Medical Center
Chicago, IL

07/01/2001 - 06/30/2003

Fellowship: NephrologyRush University Medical Center
Chicago, IL

07/01/2003 - 06/30/2005

EMPLOYMENT HISTORY

- Present

HOSPITAL AFFILIATIONS**Associate/Attending**Advocate Lutheran General Hospital
Park Ridge, IL

03/12/2012 - Present

ActiveHoly Family Medical Center LTACH
Des Plaines, IL

06/26/2013 - Present

Nov. 26, 2013 12:10PM nani_cors

Northwest Community Hospital
Arlington Heights, IL

#19-040

No. 48992013P. 14sent

MEDICAL LICENSURE

IL 036109348 - 07/31/2014

DEA INFORMATION

Federal IL BH9156680 10/20/2010 - 10/31/2016

State IL 336.073885 - 07/31/2014

SPECIALTIES

Board Certified

American Board of Internal Medicine Nephrology 221413 10/27/2005 - 12/31/2015

American Board of Internal Medicine Internal Medicine 221413 08/19/2003 - 12/31/2013

Criterion 1110.1430 (f) – Support Services

I am the Vice President of Operations at Fresenius Kidney Care who oversees the Mount Prospect facility. In accordance with 77 Il. Admin Code 1110.230, and with regards to Fresenius Kidney Care Mount Prospect, I certify to the following:

- Fresenius Medical Care utilizes a patient data tracking system in all its facilities.
- These support services are available at Fresenius Kidney Care Mount Prospect during all six shifts:
 - Nutritional Counseling
 - Psychiatric/Social Services
 - Home/self training
 - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services are provided via referral to Northwest Community Hospital, Arlington Heights:
 - Blood Bank Services
 - Rehabilitation Services
 - Psychiatric Services


Signature

Abbie Morrison/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 19th day of June, 2019


Signature of Notary

Seal



Criterion 1110.1430 (j) – Assurances

I am the Vice President of Operations at Fresenius Kidney Care who oversees the Mount Prospect facility. In accordance with 77 Il. Admin Code 1110.230, and with regards to Fresenius Kidney Care Mount Prospect, I certify the following:

1. As supported in this application through current patients and expected referrals to Fresenius Kidney Care Mount Prospect in the first two years of operation of the additional 8 stations, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Kidney Care Mount Prospect hemodialysis patients have achieved adequacy outcomes of:
 - 98% of patients had a URR $\geq$ 65%
 - 98% of patients had a Kt/V $\geq$ 1.2

and same is expected after the expansion.

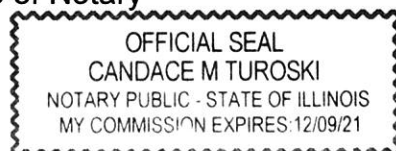
Abbie Morrison
Signature

Abbie Morrison/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turosski
Signature of Notary

Seal



LEASE AGREEMENT

BY AND BETWEEN

**MPC COMPANY, LLC,
A WYOMING LIMITED LIABILITY COMPANY**

("LANDLORD")

AND

**FRESENIUS MEDICAL CARE MOUNT PROSPECT,
LLC,
A DELAWARE LIMITED LIABILITY COMPANY
d/b/a FRESENIUS KIDNEY CARE MOUNT PROSPECT
HOME PD**

("TENANT")

DATED: September 19, 2017

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 19th day of September, 2017 by and between MPC Company, LLC, a Wyoming limited liability company ("**Landlord**"), and Fresenius Medical Care Mount Prospect, LLC, a Delaware limited liability company, d/b/a Fresenius Kidney Care Mount Prospect Home PD ("**Tenant**").

ARTICLE 1 - PROPERTY, BUILDING, PREMISES

1.1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises containing 3,660 rentable square feet (the "Premises") in a building containing 47,815 rentable square feet (the "Building") located at 1710-1728 W Golf Road, Mount Prospect, IL (the "Property"). The Property, Premises, and Building are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

1.2. Right to Use Common Areas. Tenant shall at all times have the right to the non-exclusive use of Common Areas of the Building. The Common Areas shall include, without limitation, the common corridors, grass area, and parking lot (collectively, "Common Areas"). The Common Areas shall be subject to the Building's rules and regulations attached hereto as Exhibit B (the "Rules and Regulations"). Landlord shall enforce the Rules and Regulations in a consistent and nondiscriminatory manner among and between all tenants of the Building, including their respective officers, agents, employees, independent contractors, and invitees. In the event of a conflict between the Rules and Regulations and terms of the Lease, the terms of the Lease shall control.

1.3. Delivery and Condition of Premises; Landlord Work. Within forty-five (45) days from Tenant's receipt of the CON (as defined in Section 29.22) and Landlord receiving the necessary building permits (the "Delivery Date"), Landlord shall complete all work described and detailed on Exhibit C to this Lease ("Landlord Work") to Tenant's commercially reasonable satisfaction. Landlord shall apply for all necessary building permits to construct the Landlord Work within ten (10) days following the full execution of this Lease so long as Landlord has been provided with all necessary plans and drawings as may be required to obtain the permits. Upon completion of all Landlord Work, Landlord shall deliver possession of the Premises, which shall include a minimum of two (2) keys to all locked areas and all information necessary for Tenant to disarm any security systems so that Tenant may access the Building, the Premises, the Common Areas, and all mechanical, electrical, telephone and switching rooms that serve the Premises. Except as to latent defects, the Premises shall be accepted by Tenant in its "as is" condition and configuration without any representations or warranties by Landlord except as provided elsewhere in this Lease.

In the event that another tenant is occupying the Premises as of the date of this Lease, Landlord shall use all reasonably available means, including but not limited to the commencement of an eviction proceeding, to obtain possession thereof upon the expiration or earlier termination of such other tenant's lease. In the event that Landlord is unable to obtain possession of the Premises from an existing tenant prior to the Delivery Date, Tenant shall have the right to terminate this Lease upon ten (10) days notice to Landlord.

1.4. *Intentionally omitted.*

1.5. Material Inducement. Landlord hereby recognizes and acknowledges that its obligation hereunder to Substantially Complete construction of Landlord's Work on or before the Delivery Date constitutes a material inducement to Tenant to enter into this Lease. As such, in the event that (i) Landlord fails to timely complete all of Landlord's Work as required under this Article 1 and (ii) if such failure is not caused by the acts contemplated under Article 25 of this Lease, Tenant shall have the option to exercise any and all of the following remedies:

- (i) Collect liquidated damages from Landlord in the amount of Five Hundred Dollars (\$500.00) per day beginning on the Delivery Date and continuing until Landlord's Work is Substantially Complete, which amount at Tenant's option shall be paid by Landlord to Tenant on a monthly basis or deducted from Tenant's payment of Base Rent (as defined in Section 3.1 of this Lease);
- (ii) Terminate the Lease in the event the Premises is not delivered within one hundred and sixty (160) days following the Delivery Date.

ARTICLE 2 - LEASE TERM

2.1. Lease Term. The term of this Lease shall be for approximately ten (10) years ("Initial Term") commencing on the date that is the earlier of i) one hundred twenty (120) days from the Delivery Date, or ii) the date Tenant commences to treat patients at the Premises (the "Commencement Date"), and terminating on the last full calendar month of the Initial Term. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit D attached to this Lease, in order to confirm and memorialize the Commencement Date.

2.2. Options to Extend Term. Landlord hereby grants to Tenant three (3) consecutive options to extend the term of this Lease (each a "Renewal Option") each for a period of five (5) years (each an "Option Term"). The lease of the Premises for each Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for each Option Term shall be determined pursuant to the terms and conditions of Section 3.2 of this Lease. Each Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than one hundred eighty (180) days prior to the expiration of the then current term. Tenant may only exercise its Renewal Options if, on the date of delivery of the notice to Landlord, Tenant is not in default of this Lease beyond the expiration of any applicable cure periods. The Initial Term and all Option Terms are hereby referred to collectively as the "Lease Term".

ARTICLE 3 - BASE RENT

3.1. Base Rent; Pro-ration for Partial Months. Commencing on the Commencement Date and during the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

Year	Annual Base Rent	Monthly Base Rent
1	\$ 43,920.00	\$ 3,660.00
2	\$ 44,798.40	\$ 3,733.20
3	\$ 45,694.37	\$ 3,807.86

4	\$ 46,608.26	\$ 3,884.02
5	\$ 47,540.42	\$ 3,961.70
6	\$ 48,491.23	\$ 4,040.94
7	\$ 49,461.05	\$ 4,121.75
8	\$ 50,450.27	\$ 4,204.19
9	\$ 51,459.28	\$ 4,288.27
10	\$ 52,488.47	\$ 4,374.04

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment shall be made to Landlord at the address specified in Section 29.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

3.2. Base Rent for Option Terms. Base Rent for the first year of each Option Term shall be an amount equal to the Base Rent paid during the 12-month period immediately preceding the commencement of the applicable Option Term increased by 3%. Thereafter, Base Rent shall increase annually for the remainder of the Option Term.

3.3. Late Payment of Rent. If Landlord does not receive any payment of Rent within five (5) days after that Rent is due a late fee of five (5) percent of the unpaid balance shall be applied.

ARTICLE 4 - TENANT'S PROPORTIONATE SHARE

4.1. Tenant's Proportionate Share. Subject to the re-measurement of the rentable square footage of the Building and the Premises pursuant to Section 1.4 of this Lease, Tenant's Proportionate Share is equal to 7.65%. If either the Premises or the Building is expanded or reduced, Tenant's Proportionate Share shall be appropriately adjusted. Tenant's Proportionate Share for the calendar year in which such a change occurs shall be determined on the basis of the number of days in which each Tenant's Proportionate Share was in effect.

ARTICLE 5 - ADDITIONAL RENT

5.1. Additional Rent. In addition to paying the Base Rent specified in Article 3, Tenant shall pay Tenant's Proportionate Share of the annual Operating Expenses and Tax Expenses (as such terms are defined in Sections 5.2, 5.3, and 5.4 below) (Operating Expenses and Tax Expenses are hereby referred to collectively hereafter as "Additional Rent"). All amounts due under this Article 5 as Additional Rent are payable for the same periods and in the same manner, time, and place as the Base Rent.

5.2. Operating Expenses. The term Operating Expenses means all expenses, costs, and amounts that Landlord pays during any calendar year of the Lease Term because of or in connection with Landlord's operation, maintenance, or repair of the Common Areas, which is the Landlord's responsibility under this Lease. Operating Expenses includes any amounts paid for:

- (a) Supplying utilities to the Common Areas including electricity, water, sewer, heat and air conditioning;
- (b) Maintenance and repair (but not replacement) of the roof;
- (c) Operating, maintaining and repairing the Building's utility, mechanical, sanitary, and storm drainage systems, as well as any cost incurred in obtaining and maintaining supplies, tools and equipment used in the maintenance of such systems;
- (d) Obtaining or maintaining any licenses, certificates, permits necessary for the continuous operation of the Property and the Building;
- (e) Insurance premiums carried by Landlord for policies covering the Common Areas and the Building pursuant to Article 14, with limits of coverage in amounts reasonably determined by Landlord;
- (f) A fee for the accounting, bookkeeping and collection of the expenses in connection with the Common Areas in an amount equal to five (5%) percent of the total of Tenant's Proportionate Share of the Operating Expenses.
- (g) Parking area sweeping, maintenance, repair, and restoration, including non-capital expenditures for resurfacing, repainting, re-striping, and cleaning;
- (h) Wages, salaries, and other compensation and benefits of all persons, up to the level of building manager, engaged in the operation, maintenance, or security of the Building including employer's Social Security taxes, unemployment taxes, insurance, and any other taxes imposed on Landlord that may be levied on those wages, salaries, and other compensation and benefits provided, however, that if any of Landlord's employees provide services for more than one building of Landlord, only the prorated portion of those employees' wages, salaries, other compensation and benefits, and taxes reflecting the percentage of their working time devoted to the Property shall be included in Operating Expenses;
- (i) Subject to the provisions of Section 5.3.1 of this Lease, the amortized cost of capital improvements, which cost shall not exceed the annual savings of the improvement, that are intended as a labor-saving device or to effect other economies in the maintenance or operation of, or stability of services to, all or part of the Property or the Building that are required under any newly enacted law or regulation but that were not required when permits for the construction of the Building were obtained;
- (j) Depreciation and amortization, determined in accordance with generally accepted accounting principles, on materials, tools, supplies, and vendor-type equipment purchased by Landlord to enable Landlord to supply services that Landlord might otherwise contract for with a third party;
- (k) Costs of gardening and landscaping; traffic control; sanitary and drainage control; cleaning of the Common Areas including the removal of snow and ice (which shall be completed in the morning as soon as reasonably possible and which shall be performed as needed during the day thereafter), trash, and rubbish from the walkways and parking areas; trash storage and removal; and the cost of operating, maintaining, and repairing all directories located throughout the Property and/or the Building.
- (l) Painting; cleaning and janitorial services; maintenance; sidewalks and curbs; Shopping Center signs; irrigation or sprinkling systems; markers and bumpers; painting or renovation of the exterior portion of any part of the Shopping Center; fire protection systems; lighting systems.

5.3. Exclusions from Operating Expenses. Notwithstanding the foregoing, Operating Expenses shall not include:

- (a) Expenses paid for or reimbursed directly by Tenant, other tenants, and/or third parties, including insurers;
- (b) Expenses incurred in connection with the financing, sale or acquisition of the Property or the Building including points, fees and other costs imposed on Landlord by Landlord's lender, closing costs, and depreciation, interest, or amortization of mortgages or ground lease payments;
- (c) Except as provided in Section 9.3 of this Lease, expenses incurred in procuring other tenants and retaining current tenants including, without limitation, the costs of obtaining any permits and licenses (including building permits), leasing and/or real estate brokers' commissions, advertising expenses, attorneys' fees, and the costs of renovating, improving, altering, decorating and painting other tenant's premises;
- (d) Legal expenses and other professional fees incurred in defending Landlord's title to the Property or in negotiating, enforcing, or resolving disputes with other tenants or, except as provided for in Section 29.11 of this Lease, Tenant;
- (e) Interest or penalties resulting from Landlord's late payment of any Operating Expenses or Tax Expenses;
- (f) Expenses incurred by Landlord that are associated with the operation of Landlord's business, including the costs of partnership or corporate accounting and legal matters; defending or prosecuting any lawsuit with any mortgagee, lender, ground landlord, broker, tenant, occupant, or prospective tenant or occupant; the sale or syndication of any portion of Landlord's interest in the Property; and expenses incurred as a result of any dispute between Landlord and Landlord's property manager;
- (g) Landlord's general corporate or partnership overhead and general administrative expenses, including wages, salaries and other compensation paid to management personnel or any employee of Landlord above the grade of building manager who are not primarily engaged in the operation, maintenance, and repair of the Building;
- (h) Expenses, fines, penalties and interest, as well as the cost of repairs, replacements, alterations, or improvements incurred by Landlord due to a violation of any valid and applicable building code, regulation or law (including but not limited to sprinkler installation or requirements under the Americans with Disabilities Act of 1990 (42 USC §§12101-12213);
- (i) Expenses, including legal fees, resulting from the treatment, removal or remediation of Hazardous Materials (as defined in Section 11.1 of this Lease), pursuant to the terms of Article 11 of this Lease, that were not placed on the Property by Tenant;
- (j) Expenses incurred for repairs or replacements covered by warranties;
- (k) Expenses incurred due to the gross negligence or willful misconduct of Landlord or Landlord's employees, agents, or contractors;
- (l) Net income, franchise, capital stock, estate or inheritance taxes or taxes which are the personal obligation of Landlord or another tenant;
- (m) Landlord's charitable or political contributions;
- (n) Payments to subsidiaries and affiliates of Landlord for services, supplies or other materials that exceed the cost that Landlord would have paid had the services, supplies or materials been provided by unaffiliated parties on a competitive basis;
- (o) Advertising and promotional expenditures for any purpose;
- (p) Expenses incurred for the initial construction or reconstruction of the Building, and any modification, alteration, or repair of any portion of the Building due to faulty construction or latent defects in that construction;

- (q) Assessments and special assessments that result from deed restrictions, declarations, owners' association agreements, declarations, by-laws, or other rules that accrue against the Property or the Building; and
- (r) Expenses incurred by Landlord for use of any portion of the Property or the Building to accommodate special events such as shows, promotions, filming, displays, photography, private events, or parties, ceremonies, and advertising.

5.3.1. Capital Expenditures. Expenses incurred by Landlord that are considered to be capital improvements or capital replacements but that are not intended as a labor saving device pursuant to this Section 5.3.1 or under generally accepted accounting and management practices shall not be included in Operating Expenses. Notwithstanding the foregoing, Landlord may charge as an Operating Expense any capital expenditures intended to reduce Operating Expenses or affect economies in the operation, maintenance, or repair of the Building provided that Landlord shall provide Tenant with (i) an estimate of the amount of reduction in Operating Expenses anticipated as a result of that capital improvement or replacement, (ii) an estimate of the cost of the capital improvement and Tenant's Proportionate Share of the annual amortization charge of that capital expenditure, and (iii) reasonably sufficient information to support those estimates. All capital improvements or capital replacement expenditures included in Operating Expenses shall be amortized over Landlord's commercially reasonable determination of the useful life of that capital improvement or replacement in accordance with Generally Accepted Accounting Principles.

5.4 Tax Expenses. "Tax Expenses" means all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) that are paid or incurred by Landlord during any calendar year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing, and/or operation of the Property or the Building. Tax Expenses shall include taxes, fees, and charges such as real property taxes, reasonable expenses incurred by Landlord in contesting the validity of, or in seeking a reduction, or in preventing an increase in real estate taxes or assessments, general and special assessments, transit taxes, leasehold taxes, and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant). Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tax Expenses shall also include any government or private assessments (or the Building's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Tax Expenses" for purposes of this Lease.

5.4.1. Excluded Taxes. Notwithstanding the provisions of Section 5.4, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's gross or net income shall not be included in Tax Expenses.

5.4.2. Adjustment of Taxes. Tenant shall pay Tenant's Proportionate Share of any supplemental or additional assessment received by Landlord within thirty (30) days of the date that Landlord provides Tenant with written notice of the same and a copy of all documentation evidencing such supplemental or additional assessment. This provision shall survive the expiration or earlier termination of this Lease.

5.5. Payment of Estimated Operating Expenses and Tax Expenses. Prior to the Delivery Date Landlord shall provide Tenant with a statement detailing Landlord's reasonable estimate of the Operating Expenses and Tax Expenses for the upcoming calendar year (the "Estimated Statement") and a calculation showing the Landlord's estimate of Tenant's Proportionate Share of such expenses. Tenant shall pay to Landlord, one-twelfth (1/12) of Tenant's Proportionate Share of Landlord's estimate of Operating Expenses and Tax Expenses each month together with Tenant's payment of Base Rent.

5.6. Annual Reconciliation of Operating Expenses and Tax Expenses. On or before April 30th of each year, Landlord shall provide Tenant with a statement showing the actual Operating Expenses and Tax Expenses for the previous calendar year (the "Actual Expenses Statement"). Landlord shall indicate on Actual Expenses Statement whether there is a shortfall or overpayment by Tenant in its payment of Operating Expenses and/or Tax Expenses for the prior calendar year. If a shortfall exists, Tenant shall pay, within fifteen (15) days of receipt of the Actual Expenses Statement, the full amount of that shortfall. If an excess exists, Landlord shall credit the full amount of such excess to Tenant to be used to offset the following month's rental payment, unless the Lease has terminated, in which case, Landlord shall refund the overpayment to Tenant. No interest shall accrue on any shortfall or overpayment by Tenant of the estimated Operating Expenses and Tax Expenses.

5.7. Landlord's Books and Records; Tenant's Audit Rights. Upon written notice to Landlord, Tenant and/or its authorized representatives may examine, inspect, audit, and copy the records of Landlord concerning Operating Expenses and Tax Expenses for the two (2) prior calendar years of the Lease Term at Landlord's office during normal business hours. If Tenant's audit reveals that Landlord overstated the actual Operating Expenses and/or Tax Expenses for any calendar year, Tenant shall submit a written claim to Landlord ("Tenant's Audit Claim") that shall describe in detail how the Operating Expenses and/or Tax Expenses have been overstated. If Tenant's audit reveals that the Operating Expenses and Tax Expenses taken as a whole were overstated by at least three percent (3%), Landlord shall pay for Tenant's reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs.

5.7.1. Resolution of Tenant's Audit. If Landlord agrees with Tenant's Audit Claim, Landlord shall reimburse Tenant for Tenant's overpayment or Tenant shall pay Landlord for any shortfall, within thirty (30) days. If Landlord disputes the results of Tenant's audit, the parties shall agree on a certified public accounting firm to conduct its own independent audit of the Operating Expenses and Tax Expenses for the calendar year or years in question. The parties shall cooperate with such accounting firm so that it can make a determination as to the validity of Tenant's Audit Claim. The determination of the accounting firm shall be given to the parties with sixty (60) days and shall be final and binding upon the parties. Upon the conclusion of the accounting firm's audit, all amounts owed by Landlord to Tenant or by Tenant to Landlord, as the case may be, shall be made within ten (10) days. The parties shall share the costs of retaining the accounting firm equally. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent and Additional Rent.

5.7.2. Confidentiality. Tenant shall keep any information gained from the inspection of Landlord's records and books confidential and shall not disclose any information contained therein to any other party, except as required by law. If requested by Landlord, Tenant shall require those employees or agents inspecting Landlord's records and books to sign a confidentiality agreement prior to their inspection and review of the same.

5.8. Time Limitation to Bill Tenant for Operating Expenses and Tax Expenses. In no event shall Tenant be required to pay Tenant's Proportionate Share of any Operating Expenses or Tax Expenses

that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in Operating Expenses or Tax Expenses more than two (2) years after furnishing an Actual Expenses Statement to Tenant.

ARTICLE 6 - USE AND COMPLIANCE WITH LAWS

6.1. Permitted Use. Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related medical, office and administrative uses. Tenant shall not use or occupy the Premises for any other purpose without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, delayed, or cause Landlord to be in breach of lease with any other Tenant in the Shopping Center. Tenant shall not conduct any activity in the Premises that are excessively noisy or offensive, or in a manner that violates federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (collectively, "Laws"). Tenant may operate on the Premises and have delivery access to the Premises, at Tenant's option, on a three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

6.2. Condition of Premises; Repairs and Replacements. Tenant shall keep the Premises in a neat and orderly fashion during the Lease Term. Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or improvements to the Premises including its Tenant Improvements (as defined in Article 7), Alterations (as defined in Article 8), fixtures, and furnishings, in order to comply with all Laws to the extent that such Laws relate to or are triggered by Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural changes to the Building. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all Laws to the extent that such Laws apply to the Building as a whole.

6.3. Compliance with Building Rules and Regulations. Tenant shall comply in all material respects with the Building's Rules and Regulations attached to this Lease as Exhibit B and any reasonable amendments or additions promulgated by Landlord during the Lease Term for the safety, care, and cleanliness of the Premises, Building, and Property or for the preservation of good order. No amendment or addition to the Building's Rules and Regulations shall be binding on Tenant until the tenth (10th) business day after Tenant receives written notice of the change, and in no event shall the Building's Rules and Regulations take precedence over the specific terms and conditions of this Lease. Landlord shall enforce the Building's Rules and Regulations in a nondiscriminatory manner and, whenever necessary, shall use its authority under leases with other tenants to ensure that such other tenants of the Building also comply with the Building's Rules and Regulations.

ARTICLE 7 - TENANT IMPROVEMENTS

7.1. Tenant Improvements. Tenant shall submit plans and specifications for its initial improvements ("Tenant Improvements") to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within ten (10) business days of Tenant's submission. Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Property, the Building and the Premises for purposes of delivering supplies and constructing the Tenant Improvements. During the construction of the Tenant Improvements, Tenant shall submit all changes to its plans and specifications to Landlord for approval, which shall not be unreasonably withheld, conditioned or

delayed, and which shall be deemed granted if Landlord does not respond within five (5) business days of Tenant's request.

7.1.1. Flooring. Landlord hereby recognizes that Tenant plans to install flooring within the Premises as part of the Tenant Improvements, that such flooring is critical to the proper day to day operation of Tenant's business, and that proper functioning of such flooring requires that vapor emissions from the concrete floor slab cannot exceed three (3) pounds per one thousand (1,000) square feet every twenty-four (24) hours (the "Flooring Threshold"). Landlord hereby grants Tenant permission to test for such vapors, at Tenant's sole cost and expense. If Tenant's testing reveals that the vapor emissions of the slab exceeds the Flooring Threshold, Tenant shall be permitted, at its sole cost and expense, to seal or otherwise prepare the floor so that the concrete floor slab meets the requirements of the Flooring Threshold.

7.2. Construction Requirements. Tenant shall obtain all building and other permits or licenses required for the work. The Tenant Improvements shall be constructed in a good and workmanlike manner using quality materials, and using licensed and insured contractors. During construction of the Tenant Improvements, Tenant shall use reasonable efforts not to disturb other tenants in the Building. Promptly after completion of the Tenant Improvements, Tenant shall procure a certificate of occupancy for the Premises from the applicable authorities. Copies of each such permit, license and certificate obtained by Tenant pursuant to this Section 7.2 shall be delivered to Landlord. Subject to the terms of Article 10 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of the Tenant Improvements.

ARTICLE 8 - ALTERATIONS

8.1. General. Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 8.2 of this Lease. In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its business. Tenant may also install a television or satellite antenna on the roof (so long as the installation does not cause the roof warranty to be voided) of the Premises, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment.

8.2. Prohibited Alterations; Landlord's Consent Required. Notwithstanding anything contained in Section 8.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date which either (a) costs more than Fifty Thousand Dollars (\$50,000) in each instance or (b) affects the structural, electrical, mechanical or life safety systems of the Building, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Alterations for which Landlord may reasonably withhold consent include those that would:

- (a) Adversely impact the structural integrity of the Building or any of its mechanical and electrical systems;
- (b) Result in Landlord being required to perform any work pursuant to any Law that Landlord could otherwise avoid or defer, unless Tenant agrees in writing to pay for the entire cost of the of such additional work;

- (c) Result in a material increase in the demand for utilities or services that Landlord is required to provide, unless Tenant agrees in writing to pay for the additional cost of such utilities; or
- (d) Cause an increase in the premiums for hazard or liability insurance carried by Landlord, unless Tenant agrees in writing to pay the amount of the increase in such premiums.

8.2.1. Consent Procedure. Tenant shall request Landlord's consent by submitting the plans and specifications for its proposed Alterations to Landlord, and Landlord shall have ten (10) days thereafter to review such plans and specifications. If Landlord fails to give or withhold its consent in writing to Tenant within such ten (10) day period, Landlord shall be deemed to have given its consent to Tenant's proposed Alterations.

8.3. Compliance with Laws and Insurance Requirements. Tenant shall ensure that its construction of all Alterations complies with all Laws and any applicable requirements. Tenant shall obtain all permits that may be required by any governmental entity having jurisdiction over the Premises.

8.4. Manner of Construction and Payment. Tenant shall have the right to use contractors and subcontractors of its choosing. All work relating to any Alterations shall be done in a good and workmanlike manner, using materials equivalent in quality to those used in the construction of the Tenant Improvements. The construction of Alterations by Tenant shall be diligently prosecuted to completion, and Tenant shall ensure that all work is performed in a manner that does not obstruct access to or through the Building or the Common Areas. In addition, Tenant shall take reasonable steps to ensure that its construction does not interfere either with other tenants' use of their premises or with any other work being undertaken by Landlord in the Building.

8.5. Payment for Alterations. Tenant shall promptly pay all charges and costs incurred in connection with its construction of all Alterations. Subject to the terms of Article 10 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of any Alteration.

ARTICLE 9 - REPAIRS AND MAINTENANCE

9.1. Tenant's Repair and Maintenance Obligations. During the Lease Term, Tenant shall at its sole cost and expense keep and maintain the non-structural portions of the interior of the Premises, including all Tenant Improvements and Alterations, in good order and repair and free of refuse and rubbish.

9.2. Landlord's Repair and Maintenance Obligations. During the Lease Term, Landlord shall, without expense to Tenant, except as otherwise provided in Section 5.2, maintain and make all necessary repairs and/or replacements to the Common Areas of the Property, and to the exterior portions and structural portions of the Premises and Building, including, without limitation: foundations, structure, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings.

9.3. Limitations on Repair and Maintenance Obligations and Defaults. All of the foregoing in this Article 9 notwithstanding, neither Landlord nor Tenant shall be obligated to perform any maintenance, repair or replacement necessitated by the gross negligence or willful misconduct of the other party, or of the other's employees, contractors, or agents. The party whose gross negligence or willful misconduct caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. Neither party shall be in default of its repair and maintenance obligations

under this Article 9 if Landlord or Tenant, as the case may be, begins performing repairs and maintenance and, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete such work and the responsible party is diligently prosecuting such work to completion.

ARTICLE 10 - COVENANT AGAINST LIENS

10.1. Covenant Against Liens. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Building, or Premises or Tenant's leasehold interest therein. Landlord shall have the right to post and record notices of non-responsibility in the Premises during Tenant's construction of the Tenant Improvements or any Alteration. Within sixty (60) days of written notice from Landlord, Tenant shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by the applicable lien Law. Nothing contained in this Section 10.1 shall restrict or prohibit Tenant from initiating a legal action or defending itself in an existing legal proceeding to determine the validity of any lien or attachment. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys fees and court costs) relating to such liens and attachments. In no event shall Tenant be in default under the terms of this Lease so long as Tenant is diligently pursuing the full discharge of any lien placed upon the Property, Building or Premises, as the case may be.

ARTICLE 11 - ENTRY BY LANDLORD

11.1. Landlord's Access to Premises. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last ninety (90) days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 11 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

11.1.1. Emergency Entries. Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 11.1.1, an emergency situation is one that poses a threat of imminent bodily harm or property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

11.2. HIPAA Compliance Provision. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 11, except for an emergency entry into the Premises taken pursuant to Section 11.1.1 of this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its

employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

11.3. Method of Entry. Landlord shall at all times have a key or, if applicable, a card key with which to unlock all the doors in the Premises except for the locations in the Premises designated by Tenant as areas where patient records are kept or stored. In an emergency situation, Landlord shall have the right to use any means that Landlord considers proper to open the doors in and to the Premises. Any such entry into the Premises by Landlord shall not be considered a forcible or unlawful entry into the Premises or an actual or constructive eviction of Tenant from any portion of the Premises.

ARTICLE 12 - HVAC, UTILITIES AND SERVICES

12.1. HVAC. During the Lease Term, Tenant shall be responsible for the regular maintenance and repair of the HVAC system servicing the Premises ("HVAC"), however, Tenant shall not be responsible for costs covered under warranty. Landlord shall be responsible for the replacement of the HVAC units or any Major Component of the HVAC (a "Major Component" will be defined as any replacement cost over \$2,500.00) during the term of the Lease. The cost of any such replacement of the HVAC units or any of the Major Component shall be paid by the Landlord and treated as a capital expenditure in accordance with Section 5.3.1. .

12.2. Utilities and Services. Upon Delivery Date Landlord shall ensure that water, electricity, gas, sewer, and other standard utility services for a first class commercial building are provided to the Premises. Landlord shall also be solely responsible for and pay for the separate metering of the Premises. Tenant, at its sole cost and expense, shall be responsible for bringing telephone service, internet service, and cable or satellite television service to the Premises.

12.3. Payment of Utility Charges. Tenant shall pay or cause the payment of all charges for gas, water, sewer, electrical, telephone, internet, alarm monitoring, garbage and other utility services supplied to the Premises during the Lease Term. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Should Landlord elect to supply any or all of such utilities, Tenant agrees to purchase and pay for the same that (a) the rate charged by Landlord to Tenant shall not exceed the rate charged Landlord by any supplying utility plus any expenses incurred by Landlord in connection with billing and supplying such utility service to Tenant and (b) Tenant shall not be required to pay for any utility charges that Landlord fails to notify or bill Tenant of after two (2) years. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in utility costs or charges that are more than two (2) years old.

12.4. Interruption of Utility Services. In no event shall Landlord be liable for any interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the gross negligence or willful misconduct of Landlord or any person or entity acting on behalf of Landlord. In such event, Tenant shall be entitled to an abatement of Base Rent and Additional Rent for the period of such interruption if Landlord does not make repairs and restore all interrupted services to the Premises within two (2) business days.

ARTICLE 13 - TAXES

13.1. Payment of Tax Expenses. Landlord shall pay before due all Tax Expenses assessed against the Property. In the event that Landlord fails to pay Tax Expenses assessed against the Property prior to their due date, Tenant may make such payment on behalf of Landlord directly to the applicable

authorities and thereafter deduct such amounts from future payments of Base Rent and Additional Rent. In addition, if Tenant becomes aware that the Property or the Building is being sold at a tax sale due to Landlord's delinquent payment of Tax Expenses, Tenant may pay the delinquent Tax Expenses in order to prevent such sale and thereafter deduct the following amounts from future payments of Base Rent and Additional Rent: an amount equal to the Tax Expenses and any interest or penalties thereon, all reasonable charges (including reasonable attorneys fees) incurred by Tenant in preventing such sale; and interest on all of the foregoing at the rate of 10% per annum.

13.2. Payment of Personal Property Taxes. Tenant shall pay before due all taxes levied or assessed against its personal property, furniture, or fixtures placed within the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by the inclusion of Tenant's personal property, furniture or fixtures, then Tenant shall pay to Landlord the portion of such taxes for which Tenant is primarily liable hereunder.

ARTICLE 14 – INSURANCE

14.1. Tenant's Insurance. Tenant covenants and agrees that throughout the Lease Term it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Tenant Improvements and Alterations that Tenant is responsible for.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.
- (c) Insurance agreed to in this Section 14.1 may be provided in a combination of primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of A- or better. Tenant shall, upon written request, provide the Landlord with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

14.2. Landlord's Insurance. Landlord covenants and agrees that throughout the Lease Term, it will keep in full force and effect the following insurance policies:

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Property, the Building, and the Premises, including but not limited to the parking lot, common areas, foundation, and roof.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.
- (c) Insurance agreed to herein may be provided in a combination of primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of A- or better. The Landlord shall, upon written request, provide the Tenant with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

14.3. Waivers. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by the "all risk" property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 15 - HAZARDOUS MATERIALS; MEDICAL WASTE

15.1. Definition of Hazardous Materials. Hazardous Materials shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United States of America, the state in which the Property is located, or any local governmental authority having jurisdiction over the Building, and shall include:

- (a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);
- (b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);
- (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement;
- (d) Petroleum products, asbestos containing materials ("ACM's") in any form or condition, and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and
- (e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

15.2. Representations and Warranties of Landlord. Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, and (b) Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

15.3. Tenant's Use of Hazardous Materials. Except as may be required in Tenant's ordinary course of business and as provided by law, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building, or the Premises. Tenant shall comply at all times during the Lease Term with all Laws governing the use, storage, and disposal of Hazardous Materials, including those Laws cited in Section 15.1 of this Lease.

15.4. Notification to Other Party. During the Lease Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises, the Building, or the Property or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, that party shall give the other party written notice of the release or investigation within three (3) days after learning of it

and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

15.5. Remediation Obligations. If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material. The costs of any Hazardous Material cleanup or remediation undertaken by Landlord during the Lease Term shall be borne solely by Landlord and shall not be included in Operating Expenses. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 15.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than one (1) business day, Base Rent and Additional Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises.

15.6. Indemnifications. Landlord and Tenant shall, at that party's sole expense and with counsel reasonably acceptable to the other party, indemnify, defend, and hold harmless the other party and the other party's shareholders, directors, officers, employees, partners, affiliates, agents, and successors with respect to all losses arising out of or resulting from the release of any Hazardous Material in, on, under or about the Property, the Premises or the Building, or the violation of any environmental law, by that party or that party's agents, assignees, subtenants, contractors, or invitees. This indemnification includes all losses, costs of characterization, costs of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

15.7. Medical Waste. For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant shall not dispose of medical waste in the trash receptacles provided by Landlord at the Property, Building, or Premises. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term have the right, in a manner consistent with applicable law, to (a) determine the kind of container in which to store medical waste in the Premises prior to its disposal, (b) dispose of medical waste generated in the Premises, and/or (c) retain the services of a licensed independent contractor to dispose of the medical waste generated in the Premises.

ARTICLE 16 - INDEMNIFICATIONS

16.1. Indemnification by Tenant. Tenant agrees to indemnify and hold Landlord harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's conduct, management of Tenant's business, use and occupancy of the Premises, construction of Tenant Improvements and Alterations, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Tenant, its agents, servants, contractors or

employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

16.2. Indemnification by Landlord. Landlord agrees to indemnify and hold Tenant harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord including Landlord's Work, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

ARTICLE 17 - DAMAGE AND DESTRUCTION

17.1. Partial Damage or Destruction. If no more than twenty-five percent (25%) of the Premises are partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Landlord shall promptly restore the Premises to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such casualty. Base Rent and Additional Rent shall be abated for the portion of the Premises not occupied by Tenant during the time of such restoration and for any portion of the Premises which may be occupied by Tenant but which are unfit for the purposes permitted under this Lease. In the event that Landlord fails to restore the Premises within the one hundred eight (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days' notice to Landlord. Notwithstanding the foregoing, Landlord shall not be required to make any repairs or restorations that are prohibited by law, and Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.

17.2. Complete Damage or Destruction. If twenty-five percent (25%) or more of Premises are destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Landlord shall, within ninety (90) days after the date of the casualty, commence its reconstruction. The following provisions shall apply in the event of a complete destruction:

- (a) Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Landlord's commercially reasonable determination of period for reconstruction will exceed two-hundred and seventy (270) days from the date of the casualty;
- (b) Base Rent and Additional Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Landlord's restoration obligations as provided in this Article 17. If Tenant occupies a portion of the Premises during Landlord's restoration of the Premises, Base Rent shall be abated only for the portion of the Premises not occupied by Tenant.

17.3. Damage Near End of Term. Notwithstanding any other provision of this Article 17 to the contrary, if twenty-five percent (25%) or more of the Premises is destroyed or damaged by a casualty during the last six (6) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

17.4. Effective Date of Termination; Rent Apportionment. If Landlord or Tenant elects to terminate this under this Article 17 in connection with a casualty, Tenant shall pay Base Rent properly apportioned up to the date of the casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

ARTICLE 18 - CONDEMNATION

18.1. Condemnation. If any portion of the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose or is sold to the condemning authority in lieu of condemnation, and such condemnation renders the Premises inaccessible or unusable, Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party. Tenant shall have the right to make such claims as may be available to Tenant under applicable law, provided such claims do not reduce the amount of condemnation proceeds available to Landlord.

18.2. Apportionment of Base Rent. If this Lease is terminated under this Article 18, Tenant shall only be obligated to pay Base Rent for the period up to, but not including, the termination date of this Lease. Landlord shall return to Tenant any prepaid Base Rent allocable to any period on or after the Termination Date.

ARTICLE 19 - ASSIGNMENT AND SUBLEASING

19.1. Restricted Transfers. Except as provided in Section 19.2 of this Lease, Tenant shall not voluntarily assign, sublease or otherwise encumber any part of its interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available.

19.1.1. Standard of Landlord's Reasonableness. It shall not be deemed unreasonable for Landlord to withhold consent to subletting or assignment by Tenant under this Lease if Landlord in its sole judgment determines that the proposed transferee (a) is of a character or is engaged in a business which is not in keeping with Landlord's standards for the Building, as determined solely by Landlord; (b) has a use which conflicts with the general character of the Building or any provision in another tenant's lease with Landlord; (c) does not meet the then current commercially reasonable financial standards required by Landlord; or (d) is unacceptable because Tenant is in default under this Lease at the time of the request for Landlord's consent. Consent given by Landlord to any such

assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting.

19.2. Permitted Transfers. Notwithstanding Section 19.1, Tenant may assign this Lease or sublease the Premises in whole or in part, upon written notice to Landlord, but without the consent of Landlord to:

- (a) any entity into which or with which Tenant has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Tenant;
- (c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
- (d) any partnership, limited liability company or other entity, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant;
- (e) any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting; or
- (f) [sublease only] any doctor or medical director associated with Tenant, provided that no more than ten percent (10%) of the Premises are transferred pursuant to this Section 19.2(f).

19.2.1. No Release of Tenant. Neither Tenant nor any guarantor of this Lease shall be released from liability accruing under this Lease after the date of any Permitted Transfer.

19.3. Right to Collect Rent. If this Lease is assigned, Landlord shall collect Rent directly from the Tenant. If all or part of the Premises is subleased and Tenant defaults, Landlord shall have the right to collect the base rent payable by the sublessee to Tenant directly from the sublessee provided that Landlord shall apply all amounts collected to Tenant's monetary obligations under this Lease.

ARTICLE 20 - DEFAULTS AND REMEDIES

20.1. Default by Tenant. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- (a) Tenant's failure to pay when due any Base Rent, Additional Rent, or any other monetary obligation required to be paid under this Lease if the failure continues for five (5) days after Tenant's receipt of written notice of its failure from Landlord to Tenant;
- (b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days, Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure as soon as reasonably possible;
- (c) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or
- (d) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.

20.2. Landlord's Remedies on Tenant's Default. Upon the occurrence of any event of default by Tenant, Landlord shall have the following rights and remedies, each of which shall be cumulative and nonexclusive:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages under this Lease enter upon and take possession of the Premises and expel or remove Tenant from the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor;
- (b) Recover the following sums from Tenant:
 - (i) any unpaid rent which has been earned at the time of such termination plus accrued interest thereon at the rate ten percent (10%) per annum; plus
 - (ii) the net present value, using a discount rate of ten percent (10%), of the unpaid rent for the balance of the Lease Term.; plus
 - (iii) any amounts reasonably expended by Landlord to restore the Premises to the condition the Premises were in as of the Commencement Date of this Lease;
- (c) Cure any default by Tenant by making any payment required to be made by Tenant (other than payments of Rent) or performing any of Tenant's other obligations under this Lease. Tenant shall repay any sums expended by Landlord pursuant to this Section within ten (10) days of Landlord's submission to Tenant of invoices and proof of payment. In the event that Tenant fails to reimburse Landlord hereunder, interest shall accrue on such sums at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; and
- (d) Accept any payments made by Tenant without waiving any rights under this Lease, including any rights that Landlord has to fully address and seek remedy for Tenant's default.

20.3. Default by Landlord. Landlord's failure to perform any its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required cure of the noticed default cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within thirty (30) days and is diligently and continuously attempting to complete the cure as soon as reasonably possible.

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 20.3, Tenant shall have the right to exercise its rights pursuant to Section 20.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within five (5) business days.

20.4. Tenant's Right of Self Help. In the event of a default of this Lease by Landlord pursuant to Section 20.3, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 20.4, Tenant shall have the right to use contractors of its choosing. Landlord hereby grants to Tenant and Tenant's contractors a license, effective during the Lease Term,

to enter those portions of the Property, Building and Premises that are reasonably necessary for Tenant to take such action. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 20.4 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein Tenant may deduct the full cost incurred in making the necessary repairs from future payments of Base Rent and Additional Rent.

ARTICLE 21 - HOLDING OVER

21.1. Holdover Rent. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease except that (a) Base Rent shall be equal to One Hundred and Fifty percent (150%) of the Base Rent paid by Tenant to Landlord for the month in which this Lease expired or was otherwise terminated and (b) Tenant shall not have any right to extend the Lease Term.

ARTICLE 22 - SURRENDER OF PREMISES

22.1. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove all debris and rubbish from the Premises. Tenant shall quit the Premises and surrender possession thereof to Landlord in broom clean condition except for reasonable wear and tear and damage caused by acts of God, Landlord, casualties, and/or condemnation.

22.2. Removal of Tenant's Trade Fixture and Personal Property. Tenant shall remove from the Premises all movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant. Tenant's water treatment equipment and process piping shall be considered one of Tenant's trade fixtures for purposes of this Lease. Tenant shall repair all damage to the Premises and the Building resulting from such removal. If Tenant fails to remove any of its trade fixtures or personal property on or before the expiration or earlier termination of this Lease, Landlord, at Tenant's sole cost and expense, shall have the right to remove Tenant's trade fixtures and personal property. Landlord shall not be liable for any damage caused as a result of such removal, and Tenant shall pay Landlord for its removal expenses within ten (10) days of Landlord's written demand for reimbursement of such expenses.

22.3. Removal of Tenant Improvements and Alterations. Tenant shall have the right, but not the obligation, to remove Tenant Improvements and Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Articles 7 and 8 of this Lease. In the event that Tenant removes any Tenant Improvements and/or Alterations pursuant to this Section 22.3, Tenant shall, at Tenant's expense, repair all damage to the Premises and the Building resulting from such removal. In the event Tenant does not remove any Tenant Improvements and/or Alterations prior to the expiration or earlier termination of this Lease, such Tenant Improvements and Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

ARTICLE 23 - ESTOPPEL CERTIFICATES

23.1. Obligation to Provide Estoppel Certificates. Within twenty-one (21) business days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction.

ARTICLE 24 - SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT

24.1. Automatic Subordination of this Lease. This Lease shall at all times be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other encumbrances recorded now or subsequently against the Premises, the Building or the Property and all renewals, modifications, refinancings and extensions thereof (collectively, "Encumbrances"). This clause shall be self-operative, but within twenty-one (21) business days after the receipt of a written request from Landlord or any Encumbrance holder, Tenant shall execute a commercially reasonable subordination agreement together with any customary additional documents evidencing the priority of the Encumbrance and the subordination of this Lease with respect to such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

24.2. Non-Disturbance and Attornment. Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent, Additional Rent, and any other sums due pursuant the terms of this Lease directly to the transferee.

24.3. Modifications of Lease Required by Landlord's Lender. If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent, Additional Rent, and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees, that are incurred in connection with the review, negotiation, and preparation of the amendment.

ARTICLE 25 - FORCE MAJEURE

25.1. Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

ARTICLE 26 - SIGNS

26.1. Building Name; Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 26, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior and interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term.

26.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on Building and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the Common Areas of the Building and the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 26.2 shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

26.3. Compliance with Laws. Notwithstanding anything contained in this Article 26 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

26.4. Removal of Tenant's Signs Upon Lease Termination. Tenant shall promptly and permanently remove all of its signs installed pursuant to Section 26.2 of this Lease upon the termination or earlier expiration of this Lease.

ARTICLE 27 - PARKING

27.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with sufficient parking for Tenant's employees and patients in a location adjacent to the Premises in an amount of no less than 5 spaces per 1,000 square feet with 3 spaces of said parking to be designated, at Landlord's sole cost and expense, as handicapped parking plus one ambulance space. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

ARTICLE 28 - BROKERS

28.1. Brokers. Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Randy Olczyk of Chicagoland Commercial Real Estate and Cushman & Wakefield ("Brokers"), whose fees shall be paid by Landlord under separate agreement between Landlord and Chicagoland Commercial Real Estate. Landlord and Tenant hereby represent to each other that they know of no

other real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than Brokers. The terms of this Article 28 shall survive the expiration or earlier termination of this Lease.

ARTICLE 29 - MISCELLANEOUS PROVISIONS

29.1. Quiet Enjoyment. Provided that Tenant performs all of its obligations under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

29.2. Minimization of Interference. Landlord shall exercise its rights and perform its obligations under this Lease in such a way as to minimize any resulting interference with Tenant's use of the Premises. Tenant shall exercise its rights and perform its obligations under this Lease in such a way as to reasonably minimize any resulting interference with the operation of the Property and the Building.

29.3. Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 29.3 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

29.4. No Waivers. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing, and such written waiver shall affect only the provision(s) specified and only for the time and in the manner stated in the writing.

29.5. Captions. The captions of articles and sections of this Lease are for convenience only and shall have no effect on the interpretation of the provisions of this Lease.

29.6. Time of the Essence. Time is of the essence of this Lease and each of its provisions.

29.7. Recording—Memorandum of Lease. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

29.8. Authority. Landlord and Tenant each warrant and represent to each other that the individuals executing this Lease are duly authorized to execute and deliver this Lease and, once fully executed and delivered, this Lease constitutes a valid, legal and binding obligation enforceable in accordance with the terms and conditions contained herein.

29.9. Binding Effect. This Lease shall bind and benefit the parties to this Lease and their legal representatives and successors in interest.

29.10. Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located without regard to the conflict of law principles thereof. Any action or proceeding in respect of any claim arising out of or related to this Lease, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Premises.

29.11. Attorney Fees and Costs. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

29.12. Interpretation of Lease Provisions. Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant hereby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

29.13. Severability. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

29.14. Exhibits; Entire Agreement; Amendments. The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

29.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt requested, personally hand delivered, or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: MPC Company, LLC
33 W. Higgins Road
Suite 830
South Barrington, IL 60010

If to Tenant: Fresenius Medical Care Mount Prospect, LLC
At the Premises

with a copy to: Fresenius Medical Care Mount Prospect, LLC
c/o Fresenius Medical Care North America
Attention: Law Department
920 Winter Street
Waltham, MA 02451

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 29.15.

29.16. Consents. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

29.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's Permitted Use and is not located within a flood plain.

29.18. Conditions, Covenants and Restrictions Affecting Title. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit E, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property, the parking areas or the Common Areas are attached hereto as Exhibit E.

29.19. Exclusivity. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/buyer for the purpose of the Permitted Use.

29.20. W-9. In connection with Tenant's payment of Base Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as Exhibit F.

29.21. Guaranty of Lease. Fresenius Medical Care Holdings, Inc., a New York corporation, shall execute the Guaranty of Lease attached hereto as Exhibit G.

29.22. Certificate of Need Contingency. Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, Tenant cannot establish a dialysis facility at the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need ("CON") permit from the Illinois Health Facilities Planning Board (the "Planning Board"). Tenant agrees to proceed using its commercially reasonable efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. In light of the foregoing facts, the Lease is contingent upon Tenant obtaining the CON permit for the Premises. In the event that the Planning Board does not award Tenant a CON permit to establish a dialysis center on the Premises on or before August 30, 2017, this Lease shall automatically and without necessity of any action by either party, terminate and become null and void, and neither party shall have any further obligation to the other party with regard to this Lease.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:

MPC Company, LLC



Name: John Dimucci

Title: Commercial Property Manager

TENANT:

Fresenius Medical Care Mount Prospect, LLC



Name:

Title: Bryan Mello
Assistant Treasurer

EXHIBIT A

DESCRIPTION OF PROPERTY, BUILDING, AND PREMISES

Legal Description:Permanent Real Estate Tax Index No. 08-15-201-013

Lot One in DI MUCCI'S RESUBDIVISION of Lot 2, except that part thereof taken for the widening of Busse Road, in the Division of the Louis F. Busse Farm, being a division of the Northeast 1/4, except the West 686.40 feet of the Northwest 1/4 of said Northeast 1/4 of Section 15, Township 41 North, Range 11 East of the 3rd Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on June 11, 1975 as Document No. 2812468.

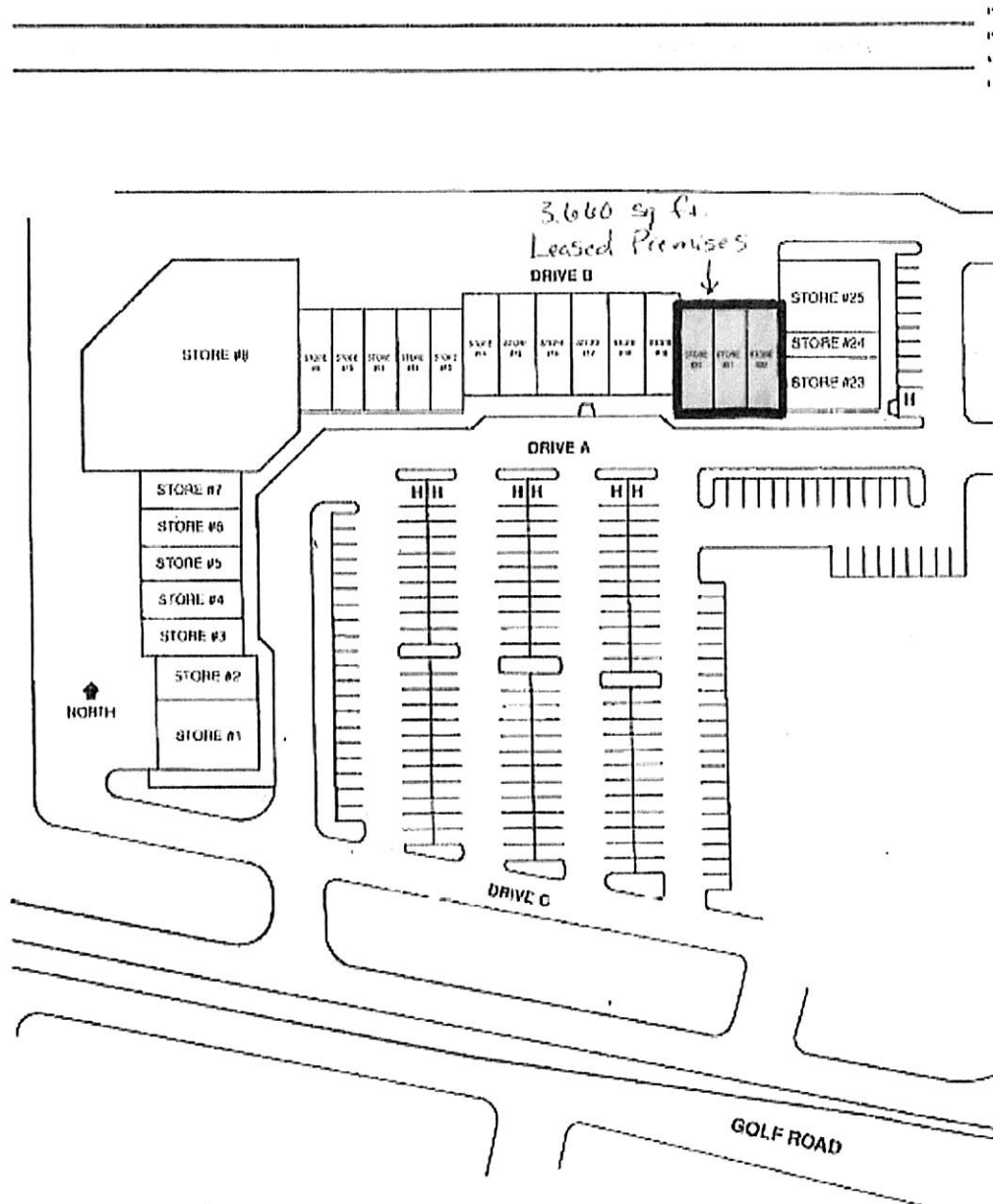


EXHIBIT B**BUILDING RULES AND REGULATIONS**

Tenant shall not use any advertising medium that shall be deemed objectionable to Landlord or a nuisance to other Tenants, including, without limiting the generality of the foregoing: loud speakers, radio or television broadcasts, in a manner to be heard outside of the leased Premises in an unreasonably loud manner. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations, or painting, or build any fences; nor install any loud speakers, sound amplifiers, or similar devices on the roof or exterior walls of the building unless with the advance written consent of Landlord.

Except as otherwise provided in the Lease, Tenant shall have the right, at its sole cost and expense, to erect and maintain within the interior of the Premises all signs and advertising matter customary or appropriate in the conduct of Tenant's business; provided, however, that Tenant shall upon demand of the Landlord, immediately remove any sign, advertisement, decoration, lettering or notice which Tenant has placed or permitted to be placed in, upon or about the Premises and which Landlord reasonably deems objectionable or offensive, and if Tenant fails or refuses so to do, the Landlord may enter upon the Premises and remove the same at Tenant's cost and expense. In this connection, Tenant acknowledges that the Premises are a part of an integrated Shopping Center, and agrees that control of all signs by Landlord is essential to the maintenance of uniformity, propriety and the aesthetic values in or pertaining to the Shopping Center.

Tenant shall not use the sidewalks of the Shopping Center for business purposes (except ingress and egress), without the written consent of Landlord, nor permit the use of any part of the leased Premises for sleeping apartments or lodgings. No auction, fire, bankruptcy or closeout sales shall be conducted in the leased Premises without the advance written consent of the Landlord. Tenant will not use or permit the use of the Premises in any such manner that will tend to create a nuisance or tend to unnecessarily disturb other Tenants or occupants of the Shopping Center. The restrictions set forth in this Paragraph shall extend to all Agents and Employees of Tenant.

Tenant and Tenant's Employees and Agents shall not solicit business in the Parking or other Common Areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the Parking Area or in other Common Areas, without the written consent of Landlord.

EXHIBIT C**LANDLORD'S WORK****GENERAL INFORMATION**

A "Existing Building Shell Premises" construction project is one in which Landlord modifies or allows modification to an existing building shell structure, utilities, parking, landscaping, and site improvements to Tenant's specifications. Tenant's specifications are intended to allow Landlord's space / building to function as a "Build to Suit" structure accommodating interior build out by Tenant into an outpatient dialysis facility

Landlord is to provide the Tenant all existing space as-built files PDF format for use and coordination of project scope and work. Landlord to coordinate this work with Tenant project team.

All construction shall be completed in compliance with all applicable laws, codes, regulations, including zoning requirements and all authorities having jurisdiction. In addition, construction must meet National Fire Protection Association (NFPA) 101, Life Safety Code 2000 and all other referenced NFPA codes, if required by CMS' "Final Rule". Landlord will secure any/all required federal, state and/or local inspections for this Landlord Work. The Landlord is required to have the Tenant's Project Manager involved but not directly managing the design process, bidding process, selection of the General Contractor and the construction process of the landlord work. Landlord shall provide to tenant all necessary documents for code, regulatory reviews or inspections.

Tenant will engage a third party consultant to inspect the Landlord building to assist with deficiency to Tenant identification and needs as well as any standard building conditions and code requirements. This report will be used to create work scope and delineation of project work between Landlord and Tenant.

- Project Name (Number) -
- Number Stations (Including Separation Room and CAPD/HT Rooms) -

ACCESS AND LANDLORD WORK TIMELINE:

The review of the below access and timeline for landlord work is a component of project review was reviewed and coordinated to be project specific mutual agreeable and conducive to project scope and team goals:

- 1) Tenant Access to space for Tenants work to be within 10 working days of the execution of the lease document.
- 2) All Landlord work to be completed as follows:
 - a. Any work requiring a permit shall be submitted to approval entities (city, state, etc.) within 2 weeks of lease execution and receipt of Tenants building plans
 - b. All material to be ordered within 1 week of completed design and/or permit.
 - c. All work to be completed within 6 weeks of lease execution.
 - i. Materials that have a long lead time outside of this duration, the timeline is to be specified to be agreed upon and documented accordingly within the matrix below in comments section to associated item.

Project Coordination Matrix (Coordinate and Negotiated with Landlord and Tenant TM and PM)
Mark the responsible party or N/A space with an "X" and associated comments in "Comments" field.

#	Ref.	Description	Existing	Landlord Work	Tenant GC	N/A to Project	Comments
1	Exhibit Summary	LL BUILDING PLANS					PROVIDE SET TO FMC FOR REVIEW & APPROVAL PRIOR TO PERMITTING
2	Exhibit Summary	PERMITS/FEEES					
3	1.A	CIVIL/SITE DESIGN					
4	1.A	SITE UTILITIES					
5	1A.1	- SANITARY SEWER (PER MATRIX)	X				Each suite has 4" sanitary. John D to share plan of where the 4" line runs. PDF.
6	1A.2	- DOMESTIC WATER (PER MATRIX)		X			CONFIRM RESPONSIBILITY OF BACKFLOW PREVENTERS.
7	1A.3	- ELECTRICAL POWER (PER MATRIX)	X				Was installed for tanning salon
8	1A.4	- NATURAL GAS (PER MATRIX)	X				600 MBH
9	1.B.	CONDUIT FOR LOW VOLTAGE SERVICES	X				Drops exist, unsure of location.
10	1.C	PARKING, ACCESS AND HARDSCAPING	X				
11	1.D	REINFORCED CONCRETE DUMPSTER PAD W/ BOLLARDS	X				
12	1.E	REINFORCED CONCRETE GENERATOR PAD W/ BOLLARDS			X		Using portable truck mounted. No freestanding generator. IF REQUIRED BY TENANT, CONFIRM WITH PM.
13	1.F	SITE LIGHTING (SIDEWALK, DROPOFF, EGRESS PATHWAYS, GENERAL YARD)	X				
14	1.G	EXTERIOR SIGNAGE	X				
15	1.H	LANDSCAPING	X				
16	1.I	SITE FENCING	X				
17	2.A	DEMOLITION		X			
18	3.A	SLAB MOISTURE TESTING			X		
19	3.B	HVAC STRUCTURAL SUPPORT		X			
20	4.A.1	DOOR AWNINGS					TBD
22	4.A.2	BUILDING INSULATION		X			R-19 on exterior walls where no glass exists. Studs provided with insulation. No drywall.

#	Ref.	Description	Existing	Landlord Work	Tenant GC	N/A to Project	Comments
23	4.A.3	ROOFING		X			LL plans to reroof that portion of the building.
24	4.A.4	ROOF ACCESS LADDERS & HATCHES					No ladder exists.
25	4.A.5	EXTERIOR WINDOWS				X	
26	4.B.1	DEMISING WALLS	X				Firewall exists between restaurant.
27	4.C.1	EXTERIOR DOOR AND FRAME - EXISTING			X		
28	4.C.2	EXTERIOR DOOR AND FRAME - ADDED			X		
29	5.A	HVAC		X			
30	6.A	PLUMBING SERVICE TO TENANT SPACE	X				John D to tell us location of plumbing stubs. PDF.
31	7.A	ELECTRICAL SERVICE			X		John D to tell us location of electrical stubs. Currently located in the water treatment room at the outside wall. Need drawings showing basic riser and equipment that is there. John D does not have those plans.
32	7.B	EMERGENCY LIGHTING			X		
33	8.A	FIRE PROTECTION		X			LL to provide sprinkler system.
34	9	COORDINATION					

1. Civil (Site Work)

- A. The Landlord is responsible for bringing all utilities into the building including water, electrical, natural gas, sanitary sewer, storm drainage, and fire protection (sprinklers) in the sizes and water pressures shown in the utility matrix below. All utilities listed below shall be exclusive for Tenant use with Tenant specific utility meters. Utility termination is to be within the Tenant's space and located at a mutually agreed upon location by Tenant and Landlord. Landlord to provide backflow preventer for, fire sprinkler. Landlord is responsible for all impact fees and tapping fees. All MEP rooms located outside of Tenant space must be accessible to Tenant's staff at all times. Landlord to provide minimum 25 pair phone cable.

Utility Matrix	Number of Patient Stations and/or Home Therapies Rooms							
Service	6	8	12	16	20	24	28/32	36/40
Approximate Rentable SF	5,500	6,200	6,500	7,300	8,300	9,100	11,000	14,000
City Water (Minimum) * (A minimum sustainable pressure of 60 psi is required)	2"	2"	2"	2"	2"	2"	3"	3"
Approx. Water Usage for Impact Fee Reference (Gallons Per Work Day)	1950	2600	3900	5200	6500	7800	10400	11700
Sanitary Waste (Dedicated for Tenant use) **	4"	4"	4"	4"	4"	4"	4"	4"
120/208, 3 phase, 4w Electrical (amps)***	600	600	600	600	600	800	800	1000
Natural Gas**** (MBH)	250	300	350	450	600	720	850	1100

* Volume of water quantity for FMC domestic / process use only, not inclusive of other tenant and irrigation capacity. Where services are shared with other tenants, a fixture count for confirmation of available service is required.

** Where services are shared with other tenants, a water drainage volume analysis for confirmation of available service is required.

*** Electrical power to terminate inside Tenant's space at it's existing location.

**** If natural gas is not available, then electric service will need to be sized by Tenant's electrical engineer.

- B. Site paved surfaces should allow for easy access to staff and visitors, parking, delivery trailer trucks, sanitary vehicles and unobstructed access to building by fire rescue. Wheel-stop curbs shall be precast concrete or granite (if required by local codes). Bituminous curbing is not an acceptable option. Concrete delivery ramps and patient access must meet max. 1:12 slope and min. 6' clear width or be corrected.

Landlord to provide parking spaces at the minimum rate of 1 per 250 square feet of building area or per local codes, whichever is greater. Auto parking spaces shall be 8'-0"W min. x 20'-0"L and designed so parked vehicles do not obstruct adjacent

routes of travel. Provide HC parking per local code,.. Provide parking lot striping for standard and handicap, HC designation and signage. Parking is prohibited from being located directly adjacent to building exterior. At a minimum, Landlord must repair all pot holes and re-seal and re-strip all paved surfaces.

- C. Landlord to provide reinforced concrete dumpster pad with enclosure per all local code requirements for per Tenant use.
- D. If Tenant elects to have an onsite generator at the property, Landlord to coordinate with Tenant for mutually acceptable location and path for conduits to electrical service location.
- E. Landlord to provide site lighting for parking areas, sidewalks and egress (reference electrical section for specifics) including parking lot pole lights side walk illumination, drop off & delivery area illumination, and building mounted lighting.
- F. Landlord to have or provide the building with street address number on or near the main entrance. Signs shall be anchored securely to building or on rust inhibitive metal sign posts. When required traffic control signs shall be provided. Landlord shall allow Tenant prorated share of exterior building and / or monument signage and interior signage and / or use Tenant's signage specifications and details and coordinate locations of sign base and building signage with Tenant.
- G. Landscaping design shall take safety, accessibility, screening, sound attenuation, overall aesthetics and meet or exceed requirements of all local codes into consideration. When possible, create islands large enough to accommodate a mixture of canopy trees, flowering trees, evergreen trees, shrubs and flowers.
- H. Landlord to provide site fencing where required by local authority to meet minimum local standards

2. Demolition

- A. Landlord to provide interior building demolition in order to create a building shell with a "clean" interior ready for Tenant to begin TI work. Demolition to include all non-structural walls, doors, door frames, interior windows, ceiling systems, floor finishes and adhesives, cabinetry, plumbing fixtures, horizontal ductwork, conduit, appliances, equipment, interior finishes of exterior walls, wiring, and abandoned HVAC equipment.

3. Structural

- A. Landlord will allow tenant to complete test for verification that the slab meets tolerances to allow for installation of floor finishes without mitigation requirements.
- B. If it has been determined that the Landlord must provide new HVAC units, the Landlord will be responsible for the structural design of the roof system to support the HVAC equipment on a standard roof curb. All fresh air intakes must be outside a 25 foot radius of any building exhaust.

4. Architectural

A. Exterior Structure

- 1) Landlord will allow Tenant to install a permanent protective awning above all exit doors. Metal frame and fabric awnings are prohibited. If awning roof is sloped it shall be designed to minimize the risk of falling snow or ice. Snow cleats, guards, etc. shall be installed.
- 2) Insulation of walls and roof shall comply with local energy codes, but in no case shall the roof have less than an R-30 rating, and the walls shall not have less than an R-18 rating.
- 3) Landlord to provide a 3rd party roof certification from an industry recognized and manufacturer approved entity, that certifies that the roof is leak free, provides an estimated remaining life of the roof and provides the remaining roof warranty details. If necessary, the Landlord must provide a new roofing system that carries a 15 yr. non-prorated guarantee from a nationally recognized roofing manufacturer. Metal roofing systems with exposed fasteners are not acceptable.
- 4) If window replacements or additions are required for space, all windows to be low E, double glazed insulated glass of not less than 10 SF ea., in anodized aluminum frames, and shall be provided at the rate of not less than 1 per 400 sq. ft. of building area. All windows are to be a fixed non-operable type and to have sill tray flashings with stop ends. Where required by code, glazing shall be tempered, safety glass.
- 5) Downspouts must not evacuate water onto sidewalks.
- 6) Landlord to provide protection of the following items where approachable or adjacent to vehicular traffic and / or required by code:
 - 1) Electrical Service
 - 2) Gas Meter and Piping
 - 3) Entry and Egress Doors
 - 4) Dumpster Gate / Enclosure

B. Demising Walls

- 1) Landlord shall be responsible for the complete construction of all demising walls. Walls shall comply with all applicable local codes and regulations to meet requirements of Tenant use type. Landlord to coordinate with Tenant team for any installation of Tenant provided items within wall for scheduling and avoidance of rework.

C. **Exterior Doors and Frames**

- 1) **Existing exterior doors and frames-** All exterior doors shall be out-swinging with non-ferrous non-removable hinges, weather stripping, insulation, drip caps and ADA accessible with 1/4" high threshold. Where doors are existing, landlord to ensure units free of rust, operate and adjusted and include thresholds and weather-stripping to restrict any breaches or daylighting.

5. **Mechanical (HVAC):**

- A. HVAC must meet FMC standard, so replacement should be figured as a part of lease negotiations and final form.
- B. Landlord to provide all labor, material, equipment, supervision and associated work to roofing and curb, install of units and drops, power, gas, drain, and startup equipment.
 - 1) Landlord to provide the systems as designed by the Tenants A-E to either be rooftop package HVAC units and / or split system package units. The design and cost estimate for lease purposes to be based on FMC Energy Code Climate Zone Map (attached) and to meet the following criteria:
 - 2) **The HVAC system designed by Tenant team with have separation of air change per use space (typically 1 unit per zone):**
 - a) Waiting and Receiving Area
 - b) Dialysis Area
 - c) Business Area
 - d) Storage and Water Treatment area
 - 3) **Heating - 72° - Cooling 74°**, inside to be designed using ASHRAE Climatic Conditions for area and energy code 90.1.
 - 4) **Humidity Control**-system must be able to maintain humidity levels between 40%-60% at all times, in all seasons, non-condensing.
 - 5) **Fresh Air** - 15% or 20 CFM, whichever is greater, in Patient Training area and 10% in all other areas or 15 CFM per person; whichever is greater.
 - 6) Landlord to provide and install full size supply and return vertical trunk ductwork, connected to unit, and terminating parallel to the underside of adjacent building structure for connection to distribution ductwork (provided by Tenant).
 - 7) Fresh air intake section of HVAC units must be minimum 25 feet from any waste vent. HVAC units must be minimum 20 feet from perimeter of building roof.
 - 8) **Air Handler Units and Split System Units** must be installed level to permit proper condensate pan drainage with discharge into associated drain. Locate units in mechanical spaces and storage areas to maintain minimum service and operational clearances and filter accessibility. Install flexible connectors,

refrigerant piping, electrical connections, condensate drains and unit filters as instructed by the manufacturer and meeting local codes for a fully operational system. Landlord is required to operate system before turnover to Tenant.

- 9) Where roof top units may not be used for HVAC equipment and condenser pad(s) are necessary, provide a typical area of approximately 76" x 38" per unit to include suitable room for pad installation. Size will vary based on unit selection and should be at least 6" greater than the unit's overall base dimensions. Pad shall be one-piece level concrete slab with a min. thickness of 6".
- 10) **Filters** shall be pleated, medium efficiency (no less than 8 MERV), disposable type, within a rigid frame sized to securely fit HVAC unit filter rack. Filter shall service both return air and fresh air intakes.

6. Plumbing

- A. For plumbing work delineated to Landlord scope to bring service to Tenants space, the following outlined items are required to meet Tenant standards or meet local code, whichever is greater.
 - 1) All services to be brought to existing locations.
 - 2) Water shall be PVC/ CPVC piping, where allowable otherwise use copper Type "L".
 - 3) Under slab water piping shall be copper Type "K", sleeved.
 - 4) Sewer/soil drainage piping shall be PVC (or Dura-Iron if required by code)
 - 5) Backflow preventers for incoming water service as required by code.
 - 6) A sewer invert no less than three (3) feet below top of slab on grade is required. Sewer invert is required to be at a depth (36" or greater) that will accommodate code compliant "fall" from an assumed floor sink, with 20" invert depth, at a location furthest away from sewer entry into the Tenant Premises.
 - 7) Provide full line size water meter. Coordinate location with Tenant.
 - 8) For water service size, coordinate with tenant engineering.
 - 9) Black iron gas piping.
 - 10) Orange PVC for Sprinkler piping, where allowable otherwise black iron piping.
 - 11) Any roof drain leaders shall be located directly adjacent to an interior column with a maximum 1" clearance between outside face of the leader and the outside face of the column.

7. Electrical

- A. Electrical Service Work: For electrical work delineated to Landlord scope to bring service to Tenants space, the following outlined items are required to meet Tenant standards or meet local code, whichever is greater.

- 1) For services provided by landlord: Provide existing panels
- 2) For Tenant Power Usage, Per Matrix: Electrical power to terminate inside Tenant's space at existing location.

8. **Fire Protection:**

- A. For fire protection work delineated to Landlord scope to bring service to Tenants space, the following outlined items are required to meet Tenant standards or meet local code, whichever is greater.

- 1) Provide sprinkler system including service line from water main to interior of building, sprinkler riser, backflow preventer, horizontal main line and branches, and hangers such that with the addition of drops and sprinkler heads by the Tenant's contractor the Tenant's heated interior structure will have full wet sprinkler coverage.
- 2) Sprinkler system is to comply with NFPA 13 and all applicable state and local codes. Sprinkler riser to be located in riser room with Tenant access.
- 1) **Piping:** Schedule 40 black steel pipe shall be joined by approved combination of couplings, gaskets and grooves. Plastic piping, where allowed by the Authority Having Jurisdiction, shall be CPVC conforming to NFPA 13.
- 2) Riser location to be coordinated between Tenant and Landlord.

9. **Coordination**

- A. The Landlord agrees to cooperate with the Tenant's Contractors, and will make the building space available to the Tenant's Contractors to coincide with Landlord and Tenants work concurrently.

10. **Close and Record Documents**

- A. Operating and Maintenance Manuals: Where necessary, manuals shall be submitted which contain the following:
- 1) Description of the system provided with detailed description of the function of each principal component of the systems or equipment.

- 2) Operating procedures, including pre-startup, startup, normal operation, emergency shutdown, normal shutdown and troubleshooting.
 - 3) Maintenance procedures including lubrication requirements, intervals between lubrication, preventative and repair procedures, and complete spare parts list with cross reference to original equipment manufacturer's part numbers.
 - 4) Control and alarm features including schematic of control systems, control loop electric ladder diagrams, controller operating set points, settings for alarms and shutdown systems, pump and fan curves.
 - 5) Safety and environmental considerations.
- B. One copy of the manuals shall be provided within 2 weeks of completion of Landlord work to allow for training of Owner's personnel. The requirement for manuals applies to each packaged and field-fabricated operating system. The manuals shall be provided in three-ring side binders with durable plastic covers as well as electronic files via team Dropbox. The manuals shall contain a detailed table of contents and have tab dividers for major sections and special equipment.

11. Landlord's Delivery:

- A. Complete the following prior to turnover of building to Tenant:
- 1) Advise Tenant of insurance change over requirements.
 - 2) Submit all warranties, maintenance contracts, final certificates and similar documents.
 - 3) Submit record documents.
 - 4) Make final changeover of lock cylinders or cores and advise Tenant of change of security responsibility.
 - 5) Complete startup of all systems and instruct Tenant's personnel in proper operation and routine maintenance of systems and equipment.
 - 6) Complete clean up and restoration of damaged finishes.
 - 7) Remove all temporary facilities and utilities no longer needed.
 - 8) Submit final meter readings, record of stored fuel and similar information.

END OF EXHIBIT

EXHIBIT D**COMMENCEMENT DATE CERTIFICATE**

This Commencement Date Certificate is made as of this ____ day of _____, 2017 between MPC Company, LLC ("Landlord") and Fresenius Medical Care Mount Prospect, LLC ("Tenant").

WHEREAS, the parties entered into a lease dated _____, 2017, (the "Lease"), attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property situated at 1710 – 1728 W. Golf Road, Mt. Prospect, IL 60056, containing approximately _____ square feet (the "Premises").

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date and certain other facts concerning the Lease.

NOW, THEREFORE in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of their existing Lease:

1. The actual rentable square footage of the Building is _____ square feet. The Premises contain _____ rentable square feet. The Tenant's Pro-Rata Share is _____%.
2. Landlord's Work was Substantially Complete according to the terms of the Lease on _____, 2017 and the Tenant assumed possession of the Premises on such date. Other key dates are as follows:

- (a) The Commencement Date of the Lease is _____, 201__.
- (b) The Rent Commencement Date is _____, 201__.
- (c) The Lease Expiration Date is _____, 201__.

3. Except for the specific modifications to the Lease contained in this Commencement Date Certificate, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:
MPC Company, LLC

TENANT:
Fresenius Medical Care Mount Prospect, LLC

Name: John Dimucci
Title: Commercial Property Manager

Name:
Title:

EXHIBIT E

CONDITIONS, COVENANTS & RESTRICTIONS AFFECTING TITLE

NONE

EXHIBIT F

W-9 FORM

EXHIBIT G**GUARANTY OF LEASE**

FRESENIUS MEDICAL CARE HOLDINGS, INC. ("FMCH"), a New York corporation with principal offices located at 920 Winter Street, Waltham, MA 02451, Attn: Legal Dept., does hereby guarantee the performance of its affiliate, Fresenius Medical Mount Prospect, LLC ("FMCMP"), a Delaware limited liability company, under a lease (the "Lease") between FMC-IL and MPC Company, LLC ("Landlord") as landlord, dated _____, 2017 and attached hereto.

In the event of any failure on the part of FMCMP to pay (after demand therefor) any amount due to Landlord pursuant to the Lease as amended including, but not limited to, payments of base rent, additional rent or other charges, or in the event that FMCMP shall fail to perform (after demand therefor) a material obligation of the tenant under the Lease, then Landlord may look to FMCH for payment of any amount due or for the performance of any obligation of FMCMP under the Lease as amended.

IN WITNESS WHEREOF FMCH has caused its duly authorized officer to execute this Guaranty of Lease as of this 12th day of September, 2017.

FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: 

Print Name: Bryan Mello
Assistant Treasurer

Title: _____

Criterion 1120.310 Financial Viability

Financial Viability Waiver

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

2017 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted to the Board via email on August 14, 2018.

2018 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted to the Board via email on May 15, 2019.

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD Expansion		25			1,200			30,000	30,000
Contingency		0			0			0	0
Total Expansion		\$25			1,200			\$30,000	\$30,000
Non Reviewable		0			0			0	0
Contingency		0			0			0	0
Total Non- Reviewable		\$0			0			\$0	\$0
TOTALS		\$25			1,200			\$30,000	\$30,000
* Include the percentage (%) of space for circulation									

Criterion 1120.310 (d) – Projected Operating Costs**Year 2021**

Estimated Personnel Expense:	\$1,203,460
Estimated Medical Supplies:	\$451,388
Estimated Other Supplies (Exc. Dep/Amort):	\$1,602,894
	<u>\$3,257,742</u>

Estimated Annual Treatments: 11,059

Cost Per Treatment: \$294.57

Criterion 1120.310 (e) – Total Effect of the Project on Capital Costs**Year 2021**

Depreciation/Amortization:	\$199,102
Interest	<u>\$0</u>
Capital Costs:	\$199,102
Treatments:	11,059
Capital Cost per Treatment	\$18.00

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Mount Prospect, LLC

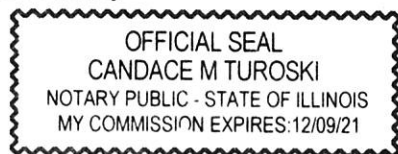
The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing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

By: Teri GurchiekITS: Teri Gurchiek/Vice President of OperationsBy: Abbie MorrisonITS: Abbie Morrison/Regional Vice President**Notarization:**

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turosski
Signature of Notary

Seal

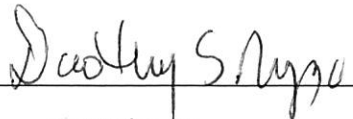


Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Holdings, Inc.

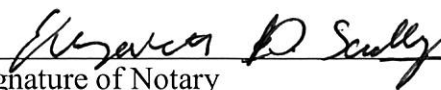
The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing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

By: 
 Title: Bryan Mello
Assistant Treasurer

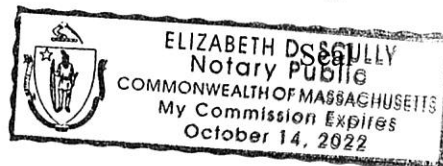
By: 
 Title: Dorothy Rizzo
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
 this 22nd day of April, 2019


 Signature of Notary

Seal



Notarization:

Subscribed and sworn to before me
 this _____ day of _____, 2019

Signature of Notary

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Mount Prospect, LLC

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

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

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

By: Teri Gurchiek

ITS: Teri Gurchiek/Vice President of Operations

By: Abbie Morrison

ITS: Abbie Morrison/Regional Vice President

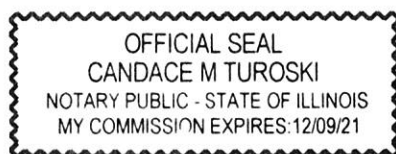
Notarization:

Subscribed and sworn to before me
this 19th day of June, 2019

Candace M. Turossi

Signature of Notary

Seal



Criterion 1120.310(b) Conditions of Debt Financing

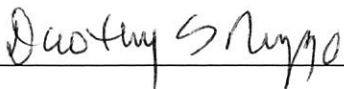
Fresenius Medical Care Holdings, Inc.

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

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

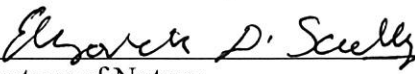
The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By: 
 ITS: Bryan Mello
Assistant Treasurer

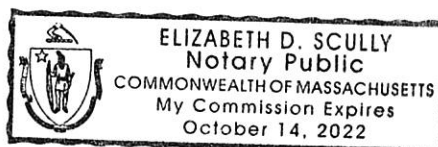
By: 
 ITS: Dorothy Rizzo
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
 this 22nd day of April, 2019


 Signature of Notary

Seal



Notarization:

Subscribed and sworn to before me
 this _____ day of _____, 2019

Signature of Notary

Seal

The addition of 8 ESRD stations to Fresenius Kidney Care Mount Prospect will not have any impact on safety net services in the Mount Prospect area of Cook County in HSA 7. Outpatient dialysis services are not typically considered "safety net" services, however, we do provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid, and who qualify for FMCNA Indigent Waiver policy. We assist patients who do not have insurance in enrolling when possible in Medicare, Medicaid for ESRD or insurance on the Healthcare Marketplace. Also, our social services department assists patients who have issues regarding transportation and/or who are wheelchair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

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

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Kidney Care 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 evaluated to determine if criteria has been met for 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. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation.

The table below shows the amount of "self-pay" care and Medicaid services provided for the 3 fiscal years prior to submission of the application for all Fresenius Kidney Care facilities in Illinois.

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$450,657,245	\$461,658,707	\$436,811,409
Amount of Charity Care (self-pay charges)	\$3,269,127	\$4,598,897	\$5,295,686
Cost of Charity Care (Self-Pay)	\$3,269,127	\$4,598,897	\$5,295,686

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance however, in 2018 of our commercial patients we had 977 Medicaid Risk patients with Revenues of \$30,748,374.

Fresenius Medical Care North America - Community Care/Charity Care

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Kidney Care provides care to patients who do not qualify for any type of coverage for dialysis services. The following will document all the programs available to FMCNA patients to assist with any financial need for the provision of dialysis care.

Fresenius Medical Care North America (FMCNA) assists all our patients in securing and maintaining insurance coverage when possible.

Indigent Waiver Program

FMCNA has established an indigent waiver program to assist patients who are unable to obtain insurance coverage or who lack the financial resources to pay for medical services. This program is not advertised to patients, but is discussed with patients who have indicated a financial hardship and a need for Indigent Waiver consideration and have not qualified for any other available programs.

In order to qualify for an indigent waiver, a patient must satisfy eligibility criteria for both annual income and net worth.

Annual Income: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have an annual income in excess of four (4) times the Federal Poverty Standard in effect at the time. Patients whose annual income is greater than two (4) times the Federal Poverty Standard may qualify for a partial indigent waiver based upon a sliding scale schedule approved by the Office of Business Practices and Corporate Compliance.

Net Worth: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have a net worth in excess of an amount of thirteen (13) times the Federal Poverty Standard (or such other amount as may be established by the Office of Business Practices and Corporate Compliance based on changes in the Consumer Price Index).

The Company recognizes the financial burdens associated with ESRD and wishes to ensure that patients are not denied access to medically necessary care for financial reasons. At the same time, the Company also recognizes the limitations imposed by federal law on offering "free" or "discounted" medical items or services to Medicare and other government supported patients for the purpose of inducing such patients to receive ESRD-related items and services from FMCNA. An indigent waiver excuses a patient's obligation to pay for items and services furnished by FMCNA (or excuses a portion of the charges if patient qualifies for sliding scale discount when annual income is between 5 and 13 times the Federal Poverty Guideline). Patients may have dual coverage of AKF assistance (or other insurance coverage) and an Indigent Waiver if their financial status qualifies them for multiple programs.

IL Medicaid and Undocumented patients

FMCNA has a bi-lingual Regional Insurance Coordinator who works directly with Illinois Medicaid to assist patients with Medicaid applications. An immigrant who is unable to produce proper documentation will not be eligible for Medicaid unless there is a medical emergency. ESRD is considered a medical emergency.

The Regional Insurance Coordinator will petition Medicaid if patients are denied and assist undocumented patients through the application process to get them Illinois Medicaid coverage. This role is actively involved with the Medicaid offices and attends appeals to help patients secure and maintain their Medicaid coverage for all their healthcare needs, including transportation to their appointments. Patients who are not found to qualify may apply for the Indigent Waiver Program.

FMCNA Collection policy

FMCNA's collection policy is designed to comply with federal law while not penalizing patients who are unable to pay for services.

FMCNA does not use a collection agency for patient collections unless the patient receives direct insurance payment and does not forward the payment to FMCNA.

Patient Accounts are reviewed periodically for consideration of patient liability and to determine if the account meets criteria to be written off as bad debt (uncollected revenue).

Medicare and Medicaid Eligibility

Medicare: Patients are eligible for Medicare when they meet the following criteria: age 65 or older, under age 65 with certain disabilities, and people of all ages with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant) provided they have met the government work credit requirements.

There are three insurance programs offered by Medicare, Part A for hospital coverage, Part B for medical coverage and Part D for pharmacy coverage. Most people don't have to pay a monthly premium, for Part A. This is because they or a spouse paid Medicare taxes while working. If a beneficiary doesn't get premium-free Part A, they may be able to buy it if they (or their spouse) aren't entitled to Social Security, because they didn't work or didn't pay enough Medicare taxes while working, are age 65 or older, or are disabled but no longer get free Part A because they returned to work. Part B and Part D both have monthly premiums.

Medicare does allow members to enroll in Health Plans for supplemental coverage. Supplemental coverage (secondary) is any policy that pays balances after the primary pays reducing any out of pocket expenses incurred by the member.

Medicare will pay 80% of what is allowed by a set fee schedule. The patient would be responsible for the remaining 20% not paid by Medicare. The supplemental (secondary) policy covers the cost of co-pays, deductibles and the remaining 20% of charges.

Medicaid: Low-income Illinois residents who can't afford health insurance may be eligible for Medicaid. In addition to meeting federal guidelines, individuals must also meet the state criteria to qualify for Medicaid coverage in Illinois.

Self-Pay

A self-pay patient would not have any type of insurance coverage (un-insured). They may be un-insured because they do not meet the eligibility requirements for Medicare or Medicaid and can not afford a commercial insurance policy.

In addition, a patient balance becomes self-pay after their primary insurance pays, but the patient does not have a supplemental insurance policy to cover the remaining balance. The AKF assistance referenced earlier may or may not be available to these patients, dependent on whether they meet AKF eligibility requirements.

Patients who are self-pay are eligible to apply for the Indigent Waiver Program or any other insurance assistance. Self-pay patient accounts are reviewed on a periodic basis for consideration of patient liability and to determine if the account meets the criteria to be written off to bad debt (uncollected revenue).

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	\$450,657,245	\$461,658,707	\$436,811,409
Amount of Charity Care (self-pay charges)	\$3,269,127	\$4,598,897	\$5,295,686
Cost of Charity Care (Self-Pay)	\$3,269,127	\$4,598,897	\$5,295,686

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.



Nephrology Associates

601 W. Golf Rd. • Suite 105 • Mt. Prospect, IL 60056 • Phone 847.439.8780 • Fax 847.439.8940

Manish Tanna, M.D., F.A.S.N., F.A.C.P.

Tina Han, M.D.

Venkata Raju Behara, M.D.

Andrew Peck, M.D.

Evgueni M. Minev, M.D.

August 27, 2019

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

Dear Ms. Avery:

I am a nephrologist in practice with Nephrology Associates of Northern Illinois (NANI) and am the Medical Director of the Fresenius Mount Prospect dialysis facility and my partner Dr. Tanna is Medical Director of the Fresenius Palatine facility. I support the expansion of the Mount Prospect facility because I want to increase the number of home dialysis patients through increased home therapies education.

Although the Mount Prospect facility is newly opened, it is nearing capacity and prohibiting my new patients access to dialysis services as well as the opportunity to access "Transitional Care" services that provide patient-centric dialysis onboarding for improved health outcomes.

A Transitional Care Unit (TCU) is one or more certified ESRD stations which are part of the facility's in-center stations, where treatments are performed. For the first 30 days of the initiation of dialysis, patients are more likely to receive treatment 4 or 5 times a week for approximately 3 hours, rather than the conventional 3 times a week. During this time the patient receives individualized education on end stage renal disease as well as all treatment modalities. The TCU helps patients adjust to dialysis and provides an opportunity to experience how good they can feel with more frequent dialysis treatments. Through this process we encourage patients to choose home dialysis leading to better outcomes.

I am pleased that this newly initiated program is increasing the numbers of patients choosing home dialysis, translating into better healthcare for our patients at our Mount Prospect facility. The goal is to increase the program's capabilities with the additional stations and send even more patients home to dialyze.

Our practice was treating 213 hemodialysis patients at the end of 2016, 214 patients at the end of 2017, 204 at the end of 2016 and 204 at the end of March 2019, as reported to The Renal Network. Over the past twelve months we have referred 52 new hemodialysis patients for services. Between the Palatine and Mount Prospect facilities we have 51 home dialysis patients.

We currently have 242 stage 4 & 5 pre-ESRD patients in our practice that live in the zip codes surrounding the Mount Prospect facility. These are new patients to our practice since we submitted the original patient referral letter for the CON for the establishment of the facility and are therefore not duplicates. Of these, 61 are expected to begin dialysis during the first two years of the operation of the new stations.

Due to the many patient benefits of dialyzing at home, I urge the Board to approve the Mount Prospect 8 station expansion, which will include 2 additional TCU stations, to facilitate the growth of home dialysis through in-center experience and exposure.

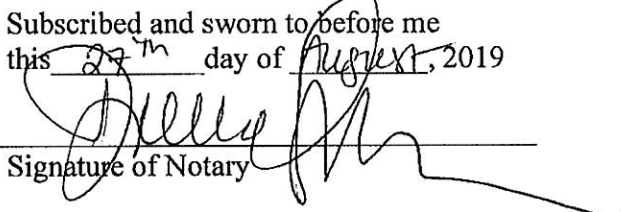
I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

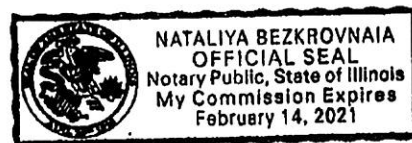

Tina Han, M.D.

Notarization:

Subscribed and sworn to before me
this 29th day of August, 2019


Signature of Notary

Seal



**PRE-ESRD PATIENTS IDENTIFIED
FOR FRESENIUS MOUNT PROSPECT**

Zip Code	Pre-ESRD
60005	10
60007	12
60008	3
60016	11
60018	5
60056	13
60090	6
60173	1
Total	61

**CURRENT MOUNT PROSPECT
IN-CENTER PATIENTS**

Zip Code	Patients
60025	1
60056	10
60007	3
60004	2
60016	5
60018	2
60005	3
60074	1
60107	1
60131	1
60008	1
60089	1
60090	1
Total	32

**NEW HEMODIALYSIS REFERRALS OF THE
SUPPORTING PHYSICIANS
FOR THE PAST TWELVE MONTHS**

Zip Code	Fresenius Kidney Care						DaVita		Total
	Des Plaines	Mount Prospect	Niles	Palatine	Glenview	Norridge	Arlington Heights	Buffalo Grove	
60002		1							1
60004		2							2
60005		3							3
60007		1					1		2
60016	2	2	1		1				6
60018	3	1							4
60020				1					1
60053			1		1				2
60056		4		1	2		1		8
60067				1					1
60068			2		1				3
60074		1		3					4
60077					1				1
60089					1				1
60090		1		1				2	4
60131		1							1
60169		1							1
60623					1				1
60631						1			1
60634						1			1
60651		1							1
60706						1			1
60714			1		1				2
Total	5	19	5	7	9	3	2	2	52

HEMODIALYSIS PATIENTS OF PHYSICIANS AT YEAR END 2016

Zip Code	Fresenius Kidney Care						Davita			Total
	Des Plaines	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004			4		1		1	7		13
60005	1		1	1			6			9
60007							2			2
60008			3	3			1			7
60010			2	1						3
60015								1		1
60016	6	3	1		9	1	4			24
60018	7	2	1		1	2				13
60025					6		1			7
60026					3					3
60030			2							2
60031								1		1
60047			3	1			1			5
60053		1			1					2
60056	1		3		2		6			12
60062					2					2
60067			5	1						6
60068		1			1		1			3
60069								1		1
60070			1		3			1		5
60073								1		1
60074			15					3		18
60076									3	3
60084			1					1		2
60089			2		1			2		5
60090		1	9		5			9		24
60102			1							1
60107							1			1
60131						1				1
60133			1					1		2
60156			1							1
60165					1					1
60169			1							1
60171						1				1
60176	1									1
60194							1			1
60202									3	3
60490			1							1
60517					1					1
60618					1					1
60626									1	1
60630					1					1
60631		3								3
60634						1				1
60638									1	1
60641		1								1
60656					1	1		1		3
60659					1					1
60660					1					1
60706						2				2
60707						1				1
60714	1	4			1					6
Total	17	16	58	7	43	10	25	29	8	213

Physician Referral Letter

Appendix - 1

HEMODIALYSIS PATIENTS OF PHYSICIANS AT YEAR END ~~#19-040~~ #19-040

Zip Code	Fresenius Kidney Care						DaVita			Total
	Des Plaines	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004			7	3			1	7		18
60005			2	1			4	1		8
60006			1							1
60007							2			2
60008			4	2			1			7
60010			1	1			1			3
60016	6	3			8		2			19
60018	10	1	1		1	1				14
60025					6		1			7
60026					3					3
60030			1							1
60045			1							1
60047			2	1						3
60053		3			1					4
60056	2		1		2		8			13
60062			1		1					2
60067			7	1						8
60068	1	1	1		1		1			5
60069								1		1
60070			1		3			1		5
60074			13					2		15
60076									4	4
60077							1			1
60084								1		1
60089			2		1			2		5
60090			11		4			9		24
60102			1							1
60103					1					1
60107							1			1
60120	1									1
60156			1							1
60165					1					1
60169			1	1						2
60193							1			1
60194							1			1
60202									3	3
60490			1							1
60586							1			1
60618					1					1
60630					1					1
60631		3								3
60634						1				1
60638									1	1
60641		1								1
60643	1									1
60646	1									1
60656			1		1	1				3
60706						2				2
60712					1					1
60714	1	5			2					8
Total	23	17	62	10	39	5	26	24	8	214

PATIENTS OF SUPPORTING PHYSICIANS AS OF YEAR END 2018

Zip Code	Fresenius Kidney Care							DaVita			Total
	Des Plaines	Mount Prospect	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004		1		5	1				5		12
60005		1		2	1			5	1		10
60006				1							1
60007		2						1			3
60008				3	4			1			8
60010				1	1						2
60016	4	2	4		1	3					14
60018	12	1	1			1					15
60025						6		1			7
60026						3					3
60030				1							1
60047				2							2
60053			3	1		2		1			7
60056	1	1		1		3		6	1		13
60062						1					1
60067				3	1						4
60068	1		1			1					3
60069									1		1
60070						3			1		4
60074				16					2		18
60076										4	4
60077						1		1			2
60089				3		2			1		6
60090				10		4			6		20
60102				1							1
60103						1					1
60107		1									1
60156				1							1
60169		1			1						2
60192				1							1
60194								1			1
60195				1							1
60202										3	3
60490				1							1
60586		1									1
60618						1					1
60630						1					1
60631			3				1				4
60634							1				1
60638										1	1
60641			1								1
60643	1										1
60646	1		1								2
60651		1									1
60656						1	2				3
60706							2				2
60712						1					1
60714	1		6	1		2					10
Total	21	12	20	55	10	37	6	17	18	8	204

PATIENTS OF SUPPORTING PHYSICIANS AS MARCH 2019

Zip Code	Fresenius Medical Care							DaVita			Total
	Des Plaines	Mount Prospect	Niles	Palatine	Rolling Meadows	Glenview	Norridge	Arlington Heights	Buffalo Grove	Evanston	
60004		1		5	1			1	3		11
60005		2		2	1			3	1		9
60006				1							1
60007		2						2			4
60008				4	4			1			9
60010				1	1						2
60016	3	2	4		1	3					13
60018	13	1	1			1					16
60020				1							1
60025						6		1			7
60026						3					3
60030				1							1
60047				2							2
60053		1	2	1		2		1			7
60056	1	2		1		3		6	1		14
60062						1					1
60067				2	1						3
60068	1		2			1					4
60069									1		1
60070						3			1		4
60074		1		15					2		18
60076										4	4
60077						1		1			2
60089				2		2			1		5
60090		1		9		4			6		20
60102				1							1
60107		1									1
60126				1							1
60131		1									1
60156				1							1
60169		1			1						2
60188				1							1
60192				1							1
60194								1			1
60195				1							1
60202										3	3
60490				1							1
60618						1					1
60630						1					1
60631			3				1				4
60634							2				2
60638										1	1
60643	1										1
60646	1		1								2
60651		1									1
60656		1				1	1				3
60706							1				1
60712						1					1
60714	1		6			2					9
Total	21	18	19	54	10	36	5	17	16	8	204



**FRESENIUS
KIDNEY CARE**

Fresenius Kidney Care

3500 Lacey Road, Downers Grove, IL 60515
T 630-960-6807 F 630-960-6812
Email: lori.wright@fmc-na.com

August 28, 2019

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

Re: Fresenius Kidney Care Mount Prospect

Dear Ms. Avery,

I am submitting the attached application for consideration by the Illinois Health Facilities and Services Review Board. A filing fee of \$2500.00 payable to the Illinois Department of Public Health was submitted via overnight delivery arriving August 29, 2019.

Upon your staff's initial review of the enclosed application, please notify me of the total fee and the remaining fee due in connection with this application and I will arrange for payment of the remaining balance.

I believe this application conforms with the applicable standards and criteria of Part 1110 and 1120 of the Board's regulations. Please advise me if you require anything further to deem the enclosed application complete.

Sincerely,

Lori Wright
Senior CON Specialist