ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

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

Facility/Project Identification

Facility Name: Dialysis Care Center Oak Lawn		
Street Address: 4425 Southwest Highway		
City and Zip Code: Oak Lawn 60453		
County: Cook	Health Service Area: 7	Health Planning Area: 7

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

Exact Legal Name: Dialysis Care Center Oak Lawn, LLC
Street Address: 15786 S. Bell Road
City and Zip Code: Homer Glen 60491
Name of Registered Agent: Harvard Business Services, Inc.
Registered Agent Street Address: 333 N. Michigan Avenue, Suite 1815
Registered Agent City and Zip Code: Chicago 60601
Name of Chief Executive Officer: Babajide A. Salako, M.D.
CEO Street Address: 15786 S. Bell Road
CEO City and Zip Code: Homer Glen 60491
CEO Telephone Number: 630-697-1414

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 <u>ATTACHMENT 1</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Juan Morado, Jr. and Mark J. Silberman
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff, LLP
Address: 71 S. Wacker Drive, Suite 1600, Chicago, IL 60606
Telephone Number: 312-212-4967 and 312-212-4952
E-mail Address: JMorado@beneschlaw.com and MSilberman@beneschlaw.com
Fax Number: 312-767-9192

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

Name: Babajide A. Salako, M.D.
Title: CEO
Company Name: Dialysis Care Center
Address: 15786 S. Bell Road, Homer Glen, Illinois 60491
Telephone Number: 630-697-1414
E-mail Address: bsalako@dccdialysis.com
Fax Number: 708-645-1001

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

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

Facility/Project Identification

Facility Name: Dialysis Care Center Oak Lawn		
Street Address: 4425 Southwest Highway		
City and Zip Code: Oak Lawn 60453		
County: Cook	Health Service Area: 7	Health Planning Area: 7

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

Exact Legal Name: Dialysis Care Center Holdings, LLC
Street Address: 15786 S. Bell Road
City and Zip Code: Homer Glen 60491
Name of Registered Agent: Harvard Business Services, Inc.
Registered Agent Street Address: 333 N. Michigan Avenue, Suite 1815
Registered Agent City and Zip Code: Chicago 60601
Name of Chief Executive Officer: Babajide A. Salako, M.D.
CEO Street Address: 15786 S. Bell Road
CEO City and Zip Code: Homer Glen 60491
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Type of Ownership of Applicants

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☐ For-profit Corporation	☐ Governmental	
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Additional Contact [Person who is also authorized to discuss the application for permit]

Name: Babajide A. Salako, M.D.
Title: CEO
Company Name: Dialysis Care Center
Address: 15786 S. Bell Road, Homer Glen, IL 60491
Telephone Number: 630-697-1414
E-mail Address: bsalako@dccdialysis.com
Fax Number: 708-645-1001

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

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

Site Ownership [Provide this information for each applicable site]

Exact Legal Name of Site Owner: Meridian Investment Partners LLC
Address of Site Owner: 812 Campus Drive, Joliet, IL 60435
Street Address or Legal Description of the Site: 9115 S. Cicero Ave., Suite 300, Oak Lawn, IL 60453 **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: Dialysis Care Center Oak Lawn, LLC
Address: 15786 S. Bell Rd., Homer Glen, IL 60491

- ☐ Non-profit Corporation
- ☐ For-profit Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Governmental
- ☐ 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.]

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**). **NOTE:** A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

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

Historic Resources Preservation Act Requirements [Refer to application instructions.]

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

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

Description of Project

1. Project Classification

[Check those applicable - refer to Part 1110.20 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.

Dialysis Care Center Oak Lawn, LLC ("DCC Oak Lawn"), an In-Center Hemodialysis Center, seeks to relocate its facility at 9115 S. Cicero, Suite 300 in Oak Lawn, IL 60453 to 4425 Southwest Highway, Oak Lawn, IL 60453. DCC Oak Lawn is currently approved for 14-stations at the hemodialysis center in its current location.

The relocation of this facility is being proposed in conjunction with the discontinuation of the current facility less than one (1) mile away. The Applicant has concurrently filed an application with the Board to discontinue its operations at its current facility.

This project is classified as substantive, in that it involves a relocation of a health care facility 77 Ill. Admin. Code. 1110.20(c)(1)(A)(i). The total cost of this relocation is estimated to be $5,403,927.

Project Costs and Sources of Funds

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

PROJECT COSTS AND SOURCES OF FUNDS			
Use of Funds	**Clinical**	**Nonclinical**	**Total**
Preplanning Costs	-	-	-
Site Survey and Soil Investigation	-	-	-
Site Preparation	-	-	-
Off Site Work	-	-	-
New Construction Contracts	1,260,000	490,000	1,750,000
Modernization Contracts	-	-	-
Contingencies	125,000	50,000	175,000
Architectural/Engineering Fees	80,000	15,000	95,000
Consulting and Other Fees	70,000	15,000	85,000
Movable or Other Equipment (not in construction contracts)	387,000	65,000	452,000
Bond Issuance Expense (project related)	-	-	-
Net Interest Expense During Construction (project related)	-	-	-
Fair Market Value of Leased Space or Equipment	1,957,263	889,665	2,846,927
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	**3,879,263**	**1,524,665**	**5,403,927**
Source of Funds	**Clinical**	**Nonclinical**	**Total**
Cash and Securities	1,922,000	635,000	2,557,000
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	-	-	-
Leases (fair market value)	1,957,263	889,665	2,846,927
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	**3,879,263**	**1,524,665**	**5,403,927**
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: Not Applicable
Fair Market Value: Not Applicable

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 $2,792,221.

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): July 1, 2025

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 departments or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Not Reviewable Space [i.e., non-clinical]: *means an area for the benefit of the patients, visitors, staff, or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement; vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers.* [20 ILCS 3960/3]

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-Center Hemodialysis	3,879,263	-	5,500	5,500	-	-	-
Total Clinical	3,879,263	-	5,500	5,500	-	-	-
NON-REVIEWABLE							
Administrative	1,524,665	-	2,500	2,500	-	-	-
Total Non-clinical	1,524,665	-	2,500	2,500	-	-	-
TOTAL	**5,403,927**	**-**	**8,000**	**8,000**	**-**	**-**	**-**
APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization

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

FACILITY NAME: Dialysis Care Center Oak Lawn			**CITY: Oak Lawn**		
REPORTING PERIOD DATES:	**From: January 2022**			**To: December 2022**	
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical	-	-	-	-	-
Obstetrics	-	-	-	-	-
Pediatrics	-	-	-	-	-
Intensive Care	-	-	-	-	-
Comprehensive Physical Rehabilitation	-	-	-	-	-
Acute/Chronic Mental Illness	-	-	-	-	-
Neonatal Intensive Care	-	-	-	-	-
General Long-Term Care	-	-	-	-	-
Specialized Long-Term Care	-	-	-	-	-
Long Term Acute Care	-	-	-	-	-
Other (Dialysis Stations)	12	101	11,232	-	-
TOTALS:	12	101	11,232	-	-

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

SIGNATURE	SIGNATURE
Morufu O. Alausa, M.D. PRINTED NAME	~~Mohammad S. Shafi, M.D.~~ PRINTED NAME
President PRINTED TITLE	~~Vice President~~ PRINTED TITLE
Notarization: Subscribed and sworn to before me this 18th day of January, 2024	~~Notarization:~~ ~~Subscribed and sworn to before me~~ ~~this _____ day of _____~~
Julie Williamson Signature of Notary	~~Signature of Notary~~
Seal OFFICIAL SEAL JULIE WILLIAMSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 2/8/2026	~~Seal~~

*Insert the EXACT legal name of the applicant

CERTIFICATION

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[signature] SIGNATURE	SIGNATURE
Babjide A. Salako, M.D. PRINTED NAME	~~Mohammad S. Shafi, M.D.~~ PRINTED NAME
Chief Executive Officer PRINTED TITLE	~~Vice President~~ PRINTED TITLE
Notarization: Subscribed and sworn to before me this 18th day of January, 2024	~~Notarization~~: ~~Subscribed and sworn to before me this ____ day of ____~~
Julie Williamson Signature of Notary	~~Signature of Notary~~
Seal: OFFICIAL SEAL JULIE WILLIAMSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 2/8/2026	~~Seal~~

*Insert the EXACT legal name of the applicant

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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners, and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
   a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
   b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted, or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction, and submit any police or court records regarding any matters disclosed.
   c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
   d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
   e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. 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.**
5. 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 can 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** 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?**
ESRD In-Center Hemodialysis Facility	**5,500 GSF (14 Stations)**	**7,280 GSF**	**-1,780 GSF**	**YES**

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	**ESRD**	**95.83%**	**89%**	**80%**	**Y**
YEAR 2	**ESRD**	**95.83%**	**89%**	**80%**	**Y**

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

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

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

ASSURANCES:

Submit the following:

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

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

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):

Category of Service	# Existing Stations	# Proposed Stations
☒ **In-Center Hemodialysis**	**-**	**14**

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	
1110.2300(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			
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)**

SECTION VII. 1120.120 - AVAILABILITY OF FUNDS – NOT APPLICABLE

The applicant shall document those 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]:**

$2,557,000	a) Cash and Securities − statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion.
________	b) Pledges − for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
________	c) Gifts and Bequests − verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.
$2,846,927	d) Debt − a statement of the estimated terms and conditions (including the debt time, variable or permanent interest rates over the debt time, 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.
_________	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.
_________	f) Grants − a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.
_________	g) All Other Funds and Sources − verification of the amount and type of any other funds that will be used for the project.
$5,403,927	**TOTAL FUNDS AVAILABLE**

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

SECTION VIII. 1120.130 - FINANCIAL VIABILITY – WAIVER MET

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

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

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

Variance

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

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

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

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

A. Reasonableness of Financing Arrangements

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

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

A) A portion or all the cash and equivalents must be retained in the balance sheet asset accounts 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	$229.09	-	5,500	-	-	-	$1,260,000	-	$1,260,000
Contingency	$22.72	-	5,500	-	-	-	$125,000	-	$125,000
TOTALS	$251.81	-	5,500	-	-	-	$1,435,000	-	$1,385,000

* 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 X. SAFETY NET IMPACT STATEMENT

1. The project's material impact, if any, on essential safety net services in the community, ***including the impact on racial and health care disparities in the community,*** to the extent that it is feasible for an applicant to **SAFETY NET IMPACT STATEMENT that describes all the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:** 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 each community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all 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 37.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	**2020**	**2021**	**2022**
Inpatient	-	-	-
Outpatient	0	0	0
Total	**0**	**0**	**0**
Charity (cost in dollars)			
Inpatient	-	-	-
Outpatient	$0	$0	$0
Total	**$0**	**$0**	**$0**
MEDICAID			
Medicaid (# of patients)	**2020**	**2021**	**2022**
Inpatient	-	-	-
Outpatient	12	18	12
Total	12	18	12
Medicaid (revenue)			
Inpatient	-	-	-
Outpatient	$240,398	$381,756	$335,947
Total	$240,398	$381,756	$335,947

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

SECTION XI. SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM

In accordance with Executive Order 2006-5 (EO 5), the Health Facilities & Services Review Board (HFSRB) must determine if the site of the CRITICAL FACILITY, as defined in EO 5, is in a mapped floodplain (Special Flood Hazard Area) or a 500-year floodplain. All state agencies are required to ensure that before a permit, grant or a development is planned or promoted, the proposed project meets the requirements of the Executive Order, including compliance with the National Flood Insurance Program (NFIP) and state floodplain regulation.

1. Applicant: Dialysis Care Center Oak Lawn (Name) 4425 Southwest Highway (Address)

   Oak Lawn (City) Illinois (State) 60453 (Zip Code) 708-907-3066 (Telephone Number)

2. Project Location: 4425 Southwest Highway (Address) Oak Lawn (City) Illinois (State)

   Cook (Country) Worth (Township) (Section)

3. You can create a small map of your site showing the FEMA floodplain mapping using the FEMA Map Service Center website (https://msc.fema.gov/portal/home) by entering the address for the property in the Search bar. If a map, like that shown on page 2 is shown, select the ***Go to NFHL Viewer*** tab above the map. You can print a copy of the floodplain map by selecting the icon in the top corner of the page. Select the pin tool icon and place a pin on your site. Print a FIRMETTE size image.

If there is no digital floodplain map available select the **View/Print FIRM** icon above the aerial photo. You will then need to use the Zoom tools provided to locate the property on the map and use the **Make a FIRMette** tool to create a pdf of the floodplain map.

IS THE PROJECT SITE LOCATED IN A SPECIAL FLOOD HAZARD AREA: Yes ____ No _X_

IS THE PROJECT SITE LOCATED IN THE 500-YEAR FLOOD PLAIN? NO

If you are unable to determine if the site is in the mapped floodplain or 500-year floodplain, contact the county or the local community building or planning department for assistance.

If the determination is being made by a local official, please complete the following:

FIRM Panel Number: ______________________ Effective Date: ______________________

Name of Official: ______________________ Title: ______________________

Business/Agency: ______________________ Address: ______________________

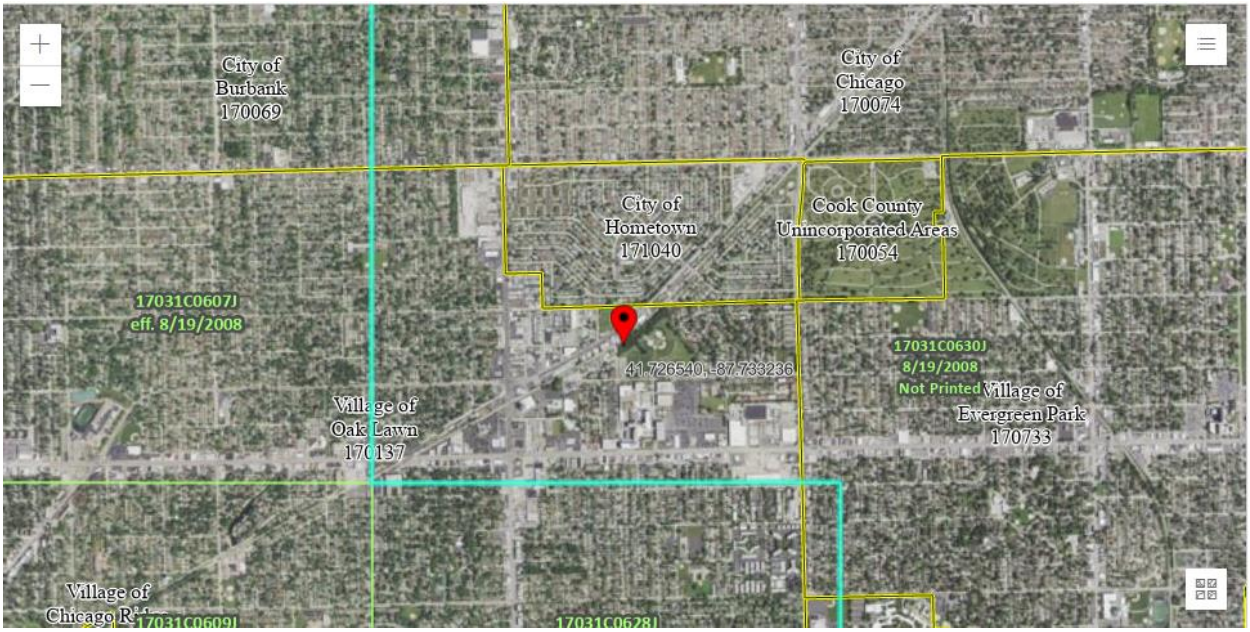
____
(City) (State) (ZIP Code) (Telephone Number)

Signature: ______________________ Date: ______________________

NOTE: This finding only means that the property in question is or is not in a Special Flood Hazard Area or a 500-year floodplain as designated on the map noted above. It does not constitute a guarantee that the property will or will not be flooded or be subject to local drainage problems. **If you need additional help, contact the Illinois Statewide Floodplain Program at 217/782-4428**

FLOOD PLAIN MAP

4425 Southwest Highway, Suite 1A, Oak Lawn, IL 60453



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

INDEX OF ATTACHMENTS

ATTACHMENT 1
Type of Ownership of Applicant

Included with this attachment are:

1. The Certificate of Good Standing for the Applicant, Dialysis Care Center Oak Lawn, LLC.
2. The Certificate of Good Standing for the Applicant, Dialysis Care Center Holdings, LLC.

ATTACHMENT 1
Certificate of Good Standing
Dialysis Care Center Oak Lawn, LLC

File Number 0578229-5

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

DIALYSIS CARE CENTER OAK LAWN LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 04, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* NOVEMBER *A.D.* 2023 .

SEAL OF THE STATE OF ILLINOIS AUG. 26TH 1818

Authentication #: 2331402918 verifiable until 11/10/2024
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

ATTACHMENT 1
Certificate of Good Standing
Dialysis Care Center Holdings, LLC

File Number 0578210-4

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

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

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 27TH *day of* DECEMBER ***A.D.*** 2023 .

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Authentication #: 2336103764 verifiable until 12/27/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

ATTACHMENT 2
Site Ownership

The current owner of the building is Meridian Investment Partners LLC. Dialysis Care Center Oak Lawn, LLC intends to enter into a lease agreement with the current owner. A copy of the proposed lease is enclosed as evidence of control over the site.

ATTACHMENT 2
Site Ownership

MIP MERIDIAN INVESTMENT PARTNERS LLC
Provider of innovative office leasing

812 Campus Dr. Joliet, IL, 60435
Phone: (815) 741-6830
Fax: (815) 741-6832

LEASE AGREEMENT

PARTIES. THIS LEASE made and executed as of this **9th day of October, 2023** by and between Meridian Investment Partners as "Landlord", and **Dialysis Care Center Oak Lawn, LLC** as "Tenant", witnesses that Landlord and Tenant covenant with each other as follows:

LEASE PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord a space within the **24,000 square foot** building to be built at the **(corner of South Kilbourn Avenue and Southwest Highway) 4457 Southwest Highway, Suite 1A, Oak Lawn, IL 60453**, consisting of approximately **8,000 square feet**, hereinafter referred to as "premises", together with those appurtenances specifically granted in the lease, reserving and excepting, however, to Landlord the use of the exterior walls (other than store fronts), the roof and area beneath the premises, together with the right to install, maintain, use and replace ducts, wires, conduits and pipes leading through the premises, in locations which will not interfere with Tenant's use of the premises.

LEASED TERM. The term of this lease shall be for a period of one hundred eighty (180) months (plus the partial month, if any, immediately following the commencement of the leased term) **commencing on completion of construction which is estimated to be March, 2024. The commencement date is estimated to be in March 2024 and expiring March, 2039** (unless sooner terminated) at midnight, herein called the "leased term."

RENT. During the first year of the Lease Term, the Base Rent shall be **$32.50** per PSF (Tenant shall be responsible for the payment of any Operating Expenses). The Base Rent for the first year shall be **Two Hundred and Seventy-Four Thousand, Nine Hundred and Fifty Dollars and 00/100 cents PSF ($260,000.00).** The Base Rent will increase by 2% per PSF on each year of the Commencement Date. Base Rent for partial months shall be prorated and paid based on one-thirtieth (1/30) of monthly Base Rent per day. Amounts due Landlord hereunder other than Base Rent shall be "Additional Rent." Base Rent and Additional Rent are sometimes referred to collectively as "Rent," and shall be payable without demand, deduction or set-off. Although the Base Rent is due and payable on the first day of each calendar month, the parties hereto recognize and agree that the Base Rent accrues on a daily basis. **The payment of Rent and all additional rents, by Tenant shall commence on completion of construction which is estimated to be March, 2024. The commencement date is estimated to be in March, 2024 and expiring March, 2039.**

OPTION TO EXTEND TERM. Tenant is given the option to extend the term on all the provisions contained in this lease, (except rent) for three (3) five (5) year periods ("extended term") following the expiration of the initial term, by giving notice of exercise of the option ("option notice") to Landlord at least ninety (90) days but not more than one (1) year before the

ATTACHMENT 2
Site Ownership

expiration of the term. Provided that, if the tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective; or if Tenant is in default on the date when the extended term is to commence, the extended term shall not commence, and this lease shall expire at the end of the initial term. Rental to be paid during the extended term shall be based upon an annual increase by 2% over the previous year lease rental amount.

CONTINUED OCCUPANCY. Tenant shall continuously and uninterruptedly, during the leased term, occupy and use the entire premises for the purpose or purposes specified herein (except during any hours when the premises may be un-tenantable by reason of fire or other casualty) subject to the provisions of this agreement. Tenant will maintain adequate personnel for the efficient service of its customers, and in general employ its best judgment, efforts and abilities to so operate the business conducted by it on the premises in a manner to enhance the reputation and attractiveness of the leased premises.

TRADE NAME. Tenant shall operate its business in the premises under the trade name of Dialysis Care Center.

ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest interest, rent and other charges due and payable hereunder.

UTILITIES. Tenant agrees to pay promptly, as the same become due and payable, all bills for all water, gas, electricity, heat, refuse pick-up, sewer service charges, and any other utilities, materials, and services furnished to or used by Tenant on or about the premises, in addition to the rents and other payments herein reserved. In no event shall Landlord be liable for interruption or failure of any utility service attributable to any cause beyond the actual acts of the Landlord.

TAXES, CAMM, AND OPERATING EXPENSES ON REAL PROPERTY. Tenant shall pay the real estate taxes levied and assessed against the building, other improvements, and land of which the premises are part. Tenant’s pro rata share of this expense is **34%.**

Tenant shall pay to Landlord as additional rental each month real property tax payments based on the previous real estate tax bill. The annual escrow, in addition to rent for the first year of the lease shall be **fifteen dollars and fifty cents ($15.50) PSF ($124,000.00/yr.).** Upon receipt of the actual tax bill during the terms of this Lease, Landlord shall notify the Tenant of its exact bill, and Tenant agrees to pay to Landlord any shortage based upon the actual bill received within ten (10) days of Landlord's notice. If Tenant has paid excess funds, these monies shall be credited against further tax obligations on the part of the Tenant. Commencing with the first monthly payment due after the Landlord notifies the Tenant of its share of the last tax bill, Tenant's monthly payment for taxes shall be adjusted based on the previous year's tax bill less any credit for overage of payment of taxes in the previous year.

It is specifically understood that any special assessments levied for street improvements and/or sewer and water improvements shall be the sole responsibility of the Landlord.

PRIMARY USE OF THE PREMISES. Tenant shall use the premises for the practice of medicine specifically – Nephrology and Dialysis Services.

ATTACHMENT 2
Site Ownership

LIMITATIONS ON USE. Tenant shall not suffer any of the following "ON USE" acts to be done or conditions to exist upon the leased premises:

(a) Tenant shall not bring or keep anything in or about the premises that will cause a cancellation of any insurance covering the building in which the premises are located. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium provided the present insurance covers a completed business establishment.

(b) Any violation of any federal, state or municipal statute or ordinance, or any regulation, order or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now exist or may hereafter provide concerning the condition, use, safety and/or occupancy of the leased premises:

(i) any violation of any Certificate of Occupancy covering or affecting the use of the leased premises or any part thereof;

(ii) any public or private nuisance;

(iii) the sale of alcoholic beverages, except as the same may be incidental to the Business which may be located on the leased premises;

(iv) the display, sale or distribution of any pornographic books, magazines, literature or other printed matter, or drug paraphernalia or sexual paraphernalia (except those commonly sold in a drug store);

(v) the showing, displaying, viewing, renting or selling of movie films which would be classified or rated as "X" rated under present or future standards or criteria for such classification and rating, and provided that insofar as movie films, whether present or future, are shown, displayed, viewed, rented or sold upon the leased premises, preference shall be given to those films which shall meet the standards and criteria presently existing for classification and rating as "G" or "PG" rated;

(vi) gambling;

(vii) the establishment or maintenance of a bawdy-house; and

(viii) any other act or condition which shall be lewd, obscene or licentious.

WASTE AND NUISANCE. Tenant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the premises) to other tenants in the building in which the premises are located. Tenant shall not use the premises for sleeping or emit any objectionable (as determined by Kane County Health Department) odors, noises or lights into the building in which the premises are located.

SANITARY CONDITION. Tenant agrees to keep the premises clean and sanitary. Tenant agrees to remove rubbish, refuse and waste and deposit same periodically in a dumpster provided by the tenant.

USE AND MAINTENANCE OF COMMON AREAS. Tenant shall, for the benefit of Tenant's employees, agents, customers and invitees, during the term of this lease, have the non-

ATTACHMENT 2
Site Ownership

exclusive right to use the parking area, sidewalks, and all other areas or improvements that may be provided by the Landlord for the convenience and use of tenants renting portions of the property described in Exhibit "A" in common with all others to whom the Landlord has granted or may hereafter grant rights to use the same, subject however, to rules and regulations for the use thereof as prescribed from time to time by the Landlord. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such areas or to discourage noncustomer parking; and may do such other acts in and to any common areas in its judgment may be desirable to improve the convenience thereof The manner in which such areas and facilities shall be maintained and operated and expenditure; therefore, shall be at the sole discretion of the Landlord.

CONSTRUCTION AND MAINTENANCE OF PARKING AREA. Landlord agrees to hard surface, mark, properly drain, adequately light and landscape a parking area or areas, together with the necessary access roads, within the limits of the Commercial Center. Tenant agrees to operate, manage and maintain, during the term of this lease, all parking areas, roads and accommodation areas within the property. Tenant will keep these areas free and clear of debris and shall also be responsible for the removal of snow.

SECURITY DEPOSIT. Tenant is not required to post a security deposit.

CHANGES TO PREMISES BY TENANT. Tenant shall not make or cause to be made any major alterations, additions or improvements to the premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, or make any changes to the store front, mechanical, electrical or sprinkler systems without the prior written approval of Landlord. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

REMOVAL BY TENANT. Landlord further agrees that in the event Tenant is not granted the option to renew as set out in this lease or in the event the lease is terminated prior to the expiration of the term thereof without the Tenant being in default, Tenant may remove, at his option, improvements providing the removal of the same does not damage the premises or that the Tenant places the premises in the same condition it was in before Tenant occupied the property.

SIGNS AND OTHER ADVERTISING. Tenant shall not erect or install any exterior or interior window or door signs or advertising media or window or door lettering, or placards without Landlord's consent, which consent shall not be unreasonably withheld. Any exterior sign, which Tenant wishes to install, shall be in strict conformance with Landlord's sign criteria as to design, material, colors, location, size and style of lettering. Tenant agrees not to use any advertising media such as loudspeakers, photograph or radio broadcast in a manner to be heard outside the premises. Tenant shall not install any exterior lighting or plumbing fixtures, shade or awnings or any exterior decorations or painting, or build any fences or make any changes to the store front without Landlord's consent.

Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the premises without Landlord's consent. Tenant shall maintain the show windows and signs in a neat and clean condition.

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Tenant shall keep the display windows in the premises lighted from dusk until such reasonable time as Landlord may determine from time to time during each and every day of the terms of this lease, unless prevented by cause beyond the control of tenant.

LANDLORD 'S DUTY TO MAINTAIN AND REPAIR. Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except the interior faces thereof), downspouts, gutters and roof of the premises, and the plumbing and sewage system outside of the building of which the premises form a part (but excluding the exterior and interior of all windows, doors, plate glass and show cases and store fronts and repairs required by any casualty or act of God except as otherwise covered in Paragraph's (32 thru 39)

TENANT'S DUTY TO MAINTAIN AND REPAIR. Tenant shall at all times keep the premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closets, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacements (including reasonable periodic painting), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omission to act, Landlord may add the cost of such repairs to the next installment of rent which shall thereafter become due. Tenant agrees to maintain, at Tenant's expense, a complete service contract on all heating, ventilation and air conditioning equipment on the premises with a service company acceptable to Landlord. Tenant's obligation shall include, but not be limited to, repair, maintenance and replacement of all heating, ventilating, and air-conditioning equipment affecting the leased premises.

Tenant shall also be responsible, at Tenant's sole expense, for supplying and maintaining proper number and type of hand-held fire extinguisher(s) for the premises. Tenant shall provide, to the satisfaction of Landlord's and Tenant's insurance carriers, evidence of a contract for the supply and maintenance of said fire extinguisher(s) which provides for at least annual inspections and/or service. Tenant must produce all contracts and agreements required by this paragraph no later than ten (10) Days from the execution of the lease.

PLUMBING. The plumbing facilities shall not be used for any other purpose than that, for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be of cost to the Tenant. All plumbing facilities located within the leased premises shall be maintained, repaired and replaced by the Tenant.

DEFACEMENT OF SURFACES. Tenant, at its own expense shall repair all Interior walls, ceilings, partitions, floors, wood, stone or iron work damaged as a result of the installation and/or removal of Tenant's trade fixtures.

CHANGES REQUIRED BY LAW. Tenant shall, at its own cost and expense, promptly and properly observe and comply with (but not to the extent of making structural or extraordinary repairs, improvements and alterations not arising out of the use and occupation of

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the premises by Tenant) all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited i.e., state, municipal, county and federal governments and their departments, bureaus, boards and officials), and the Board of Fire Underwriters, and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the premises, or connected with the enjoyment thereof, except such as shall arise from the use and occupancy of a part of the building other than the premises. Tenant shall have the right to contest or review, by legal procedure or in such other manner as Tenant may deem suitable, at its own expense, any such order, direction, rule, requirement, law ordinance or regulation, and if able, may have the same canceled, removed, revoked or modified, provided that Landlord is not subjected to criminal prosecution as a result thereof and that Landlord's title to the premises is not subjected to forfeiture as a result thereof, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any civil liability as a result thereof Such proceedings shall be conducted promptly, and shall include, if Tenant so decides, appropriate appeals. Whenever any such requirements become absolute after a contest, Tenant shall diligently comply with the same or so much thereof as shall have become absolute. Landlord agrees that any violations hereunder caused by items, which are the Landlord's responsibility to install and/or provide, shall be repaired at the Landlord's sole expense.

LIENS. Tenant agrees to pay, when due, all sums of money that may become due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Tenant in, upon or about the premises and which may be secured by any mechanic's, material man's or other lien against the premises and/or Landlord's interest therein, and will cause each such lien to be discharged and released at the time the performance or any obligations secured by any such lien matures and becomes due; provided, however, that if Tenant desires to contest any such lien, it may do so by posting with the Landlord, in cash or other security agreement with the Landlord, a sum equal to 125%of the amount of the lien filed, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for enforcement thereof is not promptly stayed of if so stayed and said stay thereafter expires, then and in any such event Tenant shall pay and discharge said judgment forthwith, and if not paid within ten (10) days and the lien so removed, Landlord shall have the right to pay said lien out of the monies posted with the Landlord and have said lien released for the protection of the Landlord. Landlord shall have the right to post and maintain on the premises such notices of non-responsibility as are provided for under the mechanics' lien law of the State of **Illinois**. It is fully understood that Tenant shall not be in default under this section of the lease for failure to discharge any lien unless said lien is provided in a court Action and the court enter a final decision in favor of the lien or, provided the Tenant has posted the funds as required under this paragraph.

LIABILITY INSURANCE. Tenant agrees, at its own expense, to maintain in full force during the leased term a policy or policies of comprehensive liability insurance and property damage, written by one or more responsible insurance companies licensed to do business in **Illinois** which will insure Tenant and Landlord (and such other persons, firms, or corporations as are designated by Landlord) against liability for injury to persons and/or property and death of any person or persons occurring in or about the premises. Each such policy shall be approved as to form and insurance company by Landlord. The liability under such insurance company shall not be less than $3,000,000.00 for any one person injured or killed, and not less than $1,000,000.00 for any one accident and not less than $500,000.00 property damage, or such

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additional sums as may hereinafter be required by the State of **Illinois**. Tenant shall also maintain and keep in force plate glass insurance coverage on all exterior plate glass in the premises. Tenant shall provide Landlord with copies or certificates of all said policies including an endorsement which states that such insurance shall not be canceled except after thirty (30) days' notice in writing to Landlord. Should Tenant fail to comply with this paragraph, Landlord shall have the right to obtain said insurance and pay the premiums therefore, and in such event the entire amount of such premium shall be immediately paid by Tenant to Landlord.

REAL AND PERSONAL PROPERTY INSURANCE. Tenant agrees that it will maintain in force and pay for a policy or policies of casualty insurance insuring the property for its full replacement value which shall be determined by Landlord on an annual basis. The Landlord shall be named as an additional insured on said policy and shall remain as an additional insured for so long as this Lease or any extensions thereto remain in full force and effect. In addition, the Tenant shall insure the replacement value of any and all personal property within the improvements on the real estate that are the property of the Landlord. The proceeds of this insurance policy shall be used for the repair and/or replacement of the permanent improvements, building, Fixtures and equipment so insured. Landlord, may at its option, obtains the above set forth insurance and require the tenant to reimburse the Landlord within 7 days of the date that Landlord prepared the bill to the Tenant.

INDEMNITY. Tenant shall hold Landlord harmless for all claims arising out of any damage to any person or property occurring in, on or about the premises and the building in which the premises are located which is the direct result of the Tenant's negligence. Tenant's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

WAIVER. The parties release each other, and their authorized representatives, from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and the :fixtures, personal property, Tenant's improvements and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease, unless it is shown that the insurance obtained was not in accordance with the requirements under this lease.

DAMAGE OR DESTRUCTION: LANDLORD TO REBUILD. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance as to become partially or totally un tenantable, the same shall be repaired as speedily as possible at the expense of Landlord, unless Landlord shall elect not to rebuild as hereinafter provided, and (should there be a substantial interference with Tenant's business) proportionate part of the fixed rent shall be abated until so repaired. If the premises become totally un-tenantable, rent shall completely abate until the repairs are made. The Tenant shall make the determination of whether the property is tenantable.

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OPTION TO TERMINATE. If more than fifty percent (50%) of the building in which the premises are located shall be destroyed or so damaged by fire, or other casualty insurable under full standard extended risk insurance, as to become wholly un tenantable, or if the building in which the premises are located is destroyed to the extent of not less that thirty-three and one-third percent (33 1/3%) of the replacement cost thereof, or in the event the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then in any such event, Landlord may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or may give notice in writing terminating this lease as of a date not later than thirty (30) days after any such damage or destruction. If Landlord elects to repair or rebuild said building, it shall, within thirty (30) days after such injury, give Tenant notice of its intention to repair and then proceed with reasonable speed to make such repairs. The Landlord must have the repairs substantially completed within six (6) months from the date of notice to Tenant, or Tenant may elect to terminate this lease. Unless Landlord elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

DAMAGE LANDLORD NOT LIABLE FOR. Landlord shall not be liable to Tenant or to any other person whatsoever for any damage (unless caused by Landlord's negligence) occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste or other pipes in or about the premises of the building in the Commercial Center of which they are a part of, nor for any damage occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Commercial Center or of adjacent property, or the public, nor shall Landlord be liable in damages or otherwise (unless caused by Landlord's negligence) for any failure to furnish, or interruption of service of any water, gas, electricity, heated water, steam and/or chilled water, caused by fire, accident, riot, strike, labor disputes, acts of God, or the making of any repairs or improvements or other causes beyond the control of the Landlord.

DAMAGE ARISING FROM TENANT'S NEGLIGENCE. Tenant agrees to indemnify and save Landlord harmless from and against any act, omission or negligence of Tenant or its contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring in, on or about the premises or any part thereof, the sidewalks adjoining the same and any loading dock used exclusively by Tenant and from and against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, only if said claim or cause of action is caused by the negligence of Tenant.

ENTIRE OR SUBSTANTIAL TAKING. If title to all of the premises or so much thereof shall be taken by any public or quasi-public use under any statute or by right of eminent domain, or by private purchase thereof, so that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the premises are leased, this lease shall terminate as of the date that possession of said premises, or part thereof, be taken.

PARTIAL TAKING. If any part of the premises shall be so taken and the remaining part thereof (after reconstruction of the then existing building in which the premises are located) is

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reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the premises are leased as shall be reasonably determined by the Tenant, this lease shall, as to the part so taken, terminate as of the date that possession of such part of said premises be so taken and the fixed rent and other such obligations of the Tenant which are based on the percent of space occupied by the Tenant, shall be reduced in the same proportion that the. floor area of the portion of the premises so taken (Less any additions thereto by reason of any reconstruction) bears to the original floor area of the premises, and Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit and the remaining premises a complete merchandising unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this paragraph unless Tenant is forced to close the premises during the time of restoration, in which case rent shall abate.

DISPOSITION OF PROCEEDS. All compensation awarded or paid upon such a total or partial taking of the fee of the premises shall belong to and be the property of Landlord, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or to the fee; provided, however, that Tenant shall be entitled to any award made to Tenant for loss of business, value of leasehold improvements, moving costs, depreciation to, and cost of removal of stock and fixtures. Any award made for the value of the leasehold estate less the rental due for the corresponding period of time shall be the property of the Tenant.

FURTHER ASSURANCE. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions hereof.

LEASE SUBORDINATION. Tenant agrees that this lease shall be subordinate to any mortgages or trust deeds that are now or may hereafter be placed upon said premises and to any and all advances made or to be made there under, and to the interest thereon and all renewals, replacements and extensions thereof, provided the mortgagee or beneficiary named in said mortgages or trust deeds shall agree to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. If any mortgagee or beneficiary elects to have this lease superior to its mortgage or trust deed by notice to Tenant, then this lease shall be deemed superior to the lien of any such mortgage or trust deed, whether this lease is dated or recorded before or after said mortgage or trust deed. Should Tenant be notified by any mortgagee or trustee, pursuant to a rent assignment or otherwise, to pay rent directly to the mortgagee or trustee, said payment made to the mortgagee or trustee shall be considered satisfaction of the payment requirement under the terms of this lease and Tenant shall not be in default there under.

ESTOPPEL CERTIFICATES. Tenant agrees that immediately prior to or just after opening the premises for business, and from time to time upon the request by the Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying (except where indicated otherwise) that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and confirming Tenant's acceptance of the premises, the commencement of the lease term, and the rent provided under the lease, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or assignee of any mortgagee of the premises or the Commercial Center.

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ATTORNMENT. Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the leased premises, at tom to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

VOLUNTARY ASSIGNMENT. Tenant shall not assign this lease or any interest herein (and in the event there is more than one Tenant, no Tenant shall assign its interest to any other Tenant or Tenants), or mortgage or hypothecate this lease or any interest herein, or permit the use of the premises by any person or persons other than Tenant, or sublet the premises in whole or in part, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant understands that if consent to the assignment is obtained, Tenant shall remain liable for performance of the Lease during the entire term thereof. In lieu of accepting an assignment, if said sub-tenant is acceptable to the Landlord, Landlord reserves the right to accept the sub-tenant and release the original Tenant from any liability under the terms of the Lease, or enter into a new Lease with the sub-tenant thereby releasing the original Tenant under this Lease. In both instances, all rentals to be paid under the Lease as of the date of the assignment shall be due and owing to the Landlord.

Consent to any of the foregoing inhibited acts shall apply only in the given instance, and a further like act by Tenant or its assignee or sub lessee shall require a further prior written consent of Landlord, which consent shall not be unreasonably withheld. If Tenant is a corporation, the issuance or transfer of any of the shares of stock of said corporation which results in a change in the ownership of (i) the voting control and/or (ii) the majority of the issued and outstanding stock of said corporation, as compared with such ownership on the date of this lease, shall be deemed to be an assignment prohibited hereby.

Any one or more of the foregoing inhibited acts, without Landlord's prior written consent, shall be void and shall, at the option of the Landlord, terminate this Lease.

If Tenant shall purport to assign this lease, or sublet all or any portion of the premises, or permit any person or persons other than Tenant to occupy the premises, Landlord may collect rent from the person or persons then or thereafter occupying the premises, and apply the net amount collected to the rent reserved herein, but no such collection shall be deemed a waiver of paragraph 45 hereof: or the acceptance as Tenant of any such purported assignee, subtenant or occupant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

INVOLUNTARY ASSIGNMENTS. No interest of Tenant in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner becomes bankrupt or insolvent or makes an assignment for the benefit of creditors;

(b) If a writ of attachment or execution is levied on this lease;

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(c) It: in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the premises.

(d) An involuntary assignment shall constitute default by Tenant and Landlord shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant.

SUCCESSORS AND ASSIGNS. Subject to Paragraphs 43 and 44, the terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant only if Landlord consents to the assignment of this lease. In the event Landlord does not agree to an assignment, this lease shall be terminated with no further liability on the estate of the Tenant.

REMEDIES FOR DEFAULT. Should Tenant's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law (except as permitted by Paragraphs 43 thru 45), including, without limitation, the filing of a petition by or against Tenant, or any member of Tenant if Tenant be a partnership or joint venture, under any insolvency or bankruptcy act, or should Tenant make a general or any assignment for the benefit of its creditors, or should Tenant fail to (i) make any payment punctually when due, of any sum due under this lease, or (ii) perform any other term, covenant, or condition herein promptly when such performance is due, then, in any of which events, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the premises and eject all persons there from, using all necessary force to do so, and either (i) declare this lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash reasonable rental value of the premises for the balance of said term, (ii) without terminating this lease, may re let the premises, or any part thereof: as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the rents received on such re letting shall be applied first to the expense of such re letting and collection, including necessary renovation and alterations of the premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (iii) declare this Lease in default and declare the balances of all monies hereunder, including these for the Balance of the term of this Lease, due and owing and maintain an action for such amount. Notwithstanding language in this paragraph to the contrary, it is agreed that any re-entry on the part of the Landlord shall only be in conformance with the statutes of the State of **Illinois** which govern forcible entry and detainer and other statutes which would affect Tenant's rights.

Any such re-entry shall be allowed by Tenant without let or hindrance, and Landlord.

They shall not be liable for damages for any such re-entry or guilty of trespass or forcible entry provided said re-entry is made in compliance with **Illinois** statutes.

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No re-entry and taking of possession of the premises by Landlord shall be construed as an election on Landlord's part to terminate this lease regardless of the extent of renovations and alteration by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any re letting without termination, Landlord may, at any time thereafter, elect to terminate this lease for such previous breach.

No act or conduct of Landlord, whether consisting of the acceptance of the keys to the premises or otherwise, shall constitute an acceptance of the surrender of the premises by Tenant prior to the expiration of the term of this lease, and surrender shall occur only upon the execution by Landlord of a written acceptance thereof

For the purpose of this paragraph, it shall be deemed that the percentage rent for any period after any such default and entry by Landlord would have been at a monthly rate thereafter equal to the rate of percentage rent which Tenant was obligated to pay Landlord during the next preceding year, except that if such event shall occur during the first such year, then at the rate for the then elapsed portion of the leased term.

For the purpose of this paragraph, no default shall be deemed to have occurred until said violation or breach has existed for fifteen (15) days and Tenant shall have fifteen (15) days from written notice of violation or breach to cure same before legal action can be commenced.

ATTORNEYS' FEES AND COSTS. In the event of the bringing of any action by either party hereto as against the other hereon or hereunder, or by reason of the breach of any covenant or condition on the part of the other party, or arising out of this lease, then and in that event the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other actual costs incurred and reasonable attorneys' fees to be fixed by the court wherein such judgment shall be entered.

APPOINTMENT OF RECEIVER. Should a receiver be appointed in any action by Landlord against Tenant, the receiver may take possession of any personal property belonging to Tenant and used in the business being conducted on the premises and Tenant agrees that the entry or possession by such a receiver shall not constitute an eviction of Tenant from the premises or any portion thereof Tenant agrees to indemnify and hold Landlord harmless from any. Liability arising out of the entry by such receiver and the taking of possession of the premises and/or personal property if said liability arises out of negligence on the part of the Tenant. Neither the application for the appointment of such receiver, nor the appointment itself: shall constitute an election on Landlord's part to terminate this lease, unless a written notice of such election is given by Landlord to Tenant.

LANDLORD MAY CURE DEFAULT. In the event of any breach hereunder by Tenant, Landlord may, upon fifteen (15) days written notice and failure on the part of Tenant to correct said breach, cure such breach for the account and at the expense of the Tenant If said breach causes an emergency, Landlord may cure said breach immediately without notice. If Landlord at any time, by reason of such breach, is compelled to pay or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights hereunder or otherwise, the sum or sums so paid by Landlord, with all interest, costs and damages, shall be deemed to be additional rent hereunder, and the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the

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sum is paid, and if paid by Tenant at a later date shall bear interest at eighteen percent (18%) per annum or two percent (2%) over the current prime interest rate, whichever is lesser, from the date the sum is paid by Landlord until the date Landlord is reimbursed by Tenant. This paragraph is subject to the provisions of Paragraph 47 in that if the Landlord's action is unsuccessful or the Landlord is responsible in any suit brought to enforce this lease, Landlord shall be required to pay costs and damages as well as reasonable attorney's fees as indicated in this section of the lease.

INTEREST ON DELINQUENT RENT OR CHARGES. In the event Tenant fails to pay when due any rent, charges or other sums due pursuant to the terms of this lease, Tenant shall pay Landlord interest on said rent, charges or other sums at the rate of eighteen per cent (18%) per annum or two percent (2%) over the current prime interest rate (calculated monthly), whichever is greater, from ten (10) days after the date said amount is due until the date it is paid in full.

NOTICE OF DEFAULT. Excepting only the time of payment of all rentals and other sums payable by Tenant to Landlord hereunder, time of payment thereof being of the essence, no suit or other proceeding shall be commenced by either Landlord or Tenant against the other for default or breach of any covenant or condition of this lease, unless or until the party claiming the default or breach on the part of the other shall serve upon the other written notice specifying with particularity wherein said default or breach is alleged to exist, and the other party shall. Fail to perform or observe said covenant or condition, or otherwise fail to remedy and cure said default or breach, within fifteen (15) Days after service upon such party of said notice.

LANDLORD'S LIEN. In the event Tenant becomes in default of this lease, the Landlord may hold all of Tenant's merchandise, trade fixtures and other personal property in the demised premises as security for the payment of rents due and thereafter becoming due during the residue of the term of this lease. Landlord may remove such property from the demised premises and store it in a public warehouse or elsewhere at Tenant's expense only after court approval and with the proper posting of bond. It is understood that all merchandise, trade fixtures and other personal property are subject to prior rights or claims of lien holders, creditors or pledges of the Tenant.

SECURITY DEPOSIT. Landlord, at this time, is not requesting a security deposit upon the execution of this lease.

ACCESS BY LANDLORD. Upon prior notice to Tenant, Landlord or Landlord's agent shall have the right to enter the premises at all reasonable times to examine the premises or to show them to prospective purchasers or mortgagees of the building and to make such repairs, additions, alterations or improvements as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the premises that may be required without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, unless said repairs, additions, alterations or improvements cause the demised premises to become un tenantable, in which case rent shall abate as provided elsewhere herein. During the three (3) months prior to the expiration of the term of this lease or any renewal term or anytime Tenant is in default, Landlord may exhibit the premises to prospective tenants and place upon the premises the usual notices "To Let" or "For Rent", which notices Tenant shall permit to remain thereon

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without molestation providing said notice is placed in a location which will not interfere with the Tenant's use of the premises. Said notice or sign shall be of such a size that the Tenant shall still be able to have the use of the leased premises without undue interference by the Landlord.

ABANDONMENT. Except as provided in this lease, Tenant shall not vacate or abandon the premises at any time during the term of this lease. If Tenant should violate this prohibition or be dispossessed of the premises involuntarily or by operation of law or otherwise, unless notified otherwise to the contrary by the Tenant, any personal property belonging to the Tenant and left on the premises shall be deemed to have been abandoned, and at Landlord's option, Landlord may store such property in Tenant's name and at Tenant's expense subject to the terms and conditions previously set out as to the Landlord's right of re-entry, which must be pursuant to **Illinois** law.

HOLD OVER AND SURRENDER. If Tenant should remain in possession of the premises after the expiration of the leased term and without executing a new lease, then such holding over shall be construed as a tenancy by sufferance, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to month-to-month tenancy, with monthly rental during holdover period set at 150% of the total monthly rental due including additional charges above the base rent as provided herein.

On the last day or sooner termination of the lease term, Tenant shall quit and surrender the premises broom cleaner, in good condition and repair (reasonable wear and tear and damage acts of God excepted) together with all alterations, additions and improvements which may have been made in, to or on the premises, except movable furniture or trade fixtures put in at the expense of Tenant. If the premises are not surrendered at the end of the leased term, Tenant shall indemnify Landlord against loss or Liability resulting from delay by Tenant in so surrendering the premises, including, without limitation, any claims made by any succeeding tenant

LANDLORD'S RIGHT TO SELL TENANT'S PROPERTY. Any property of Tenant which has been abandoned by Tenant or deemed to have been abandoned to Tenant under the provisions hereof and left on the premises shall be dealt with by Landlord as hereinabove provided or Landlord may sell all or any portion of such property of Tenant at public or private sale and with or without notice as Landlord shall elect, for such price as Landlord may reasonably obtain. The proceeds thereof shall be applied in payment of amounts due Landlord from Tenant hereunder and unpaid at that time and in payment of any and all expenses incurred by Landlord incident to the removal and sale of such abandoned property. The taking of said property must been done pursuant to applicable **Illinois** law.

WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval. By Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The subsequent acceptance of rent hereunder by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent No waiver shall be effective unless it is in writing and signed by the Landlord.

ATTACHMENT 2
Site Ownership

NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, by personal service, or, if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Tenant at: Dialysis Care Center Oak Lawn, LLC
4457 Southwest Highway, Suite 1A
Oak Lawn, IL 60453

With a copy to: Dialysis Care Center – Corporate Office
15801 S. Bell Rd.
Homer Glen, IL 60491

Or the same shall be addressed to the last known post office address of Tenant or to the premises. If there is more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

To Landlord at: Meridian Investment Partners, LLC
812 Campus Drive
Joliet, IL 60435

Or at such other place as Landlord may from time to time designate by notice to Tenant.

TENANT'S NOTICE OBLIGATION. Tenant shall give immediate notice to Landlord in case of fire or other physical damage or accidents in the premises or the building in which the premises are located or in areas adjacent to the premises. Tenant shall also give immediate notice to Landlord of any defects in the premises, in the building in which the premises are located, or in areas adjacent to the premises, and in any fixtures or equipment supplied or for which Landlord is responsible.

GOVERNING LAW. The lease shall be governed by and construed in accordance with the applicable laws of the State of **Illinois.**

COMPLETE AGREEMENT. This lease and the Exhibits and Addend if any, attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions and understandings between them other than as contained herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties.

COVENANTS AND CONDITIONS. Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition, conferring upon Landlord and/or Tenant, in the event of any breach of any such term or condition, the right to terminate this lease.

CONSTRUCTION. Whenever the singular number is used in this lease and when

ATTACHMENT 2
Site Ownership

required by context, the same includes the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, joint venture, firm or association. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall not have effect upon the construction or interpretation of any part thereof Time is and shall be of the essence of each term and provision of this lease. Except as otherwise expressly stated, each payment provided to be made by Tenant shall be in addition to and not in substitution for the other payments to be made by Tenant.

SEVERABILITY. The unenforceability, invalidity or illegality of any provision shall not render the other provisions of this lease unenforceable, invalid or illegal.

QUIET ENJOYMENT. Landlord covenants and agrees that if Tenant pays the fixed minimum and percentage rental and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the demised premises as shall be taken under the power of eminent domain.

RECORDING. Tenant shall not record this lease without the written consent of the Landlord. Upon expiration or termination of this lease, Tenant shall, upon request of Landlord, promptly execute, acknowledge and deliver to Landlord a quit-claim deed pertaining to the Commercial Center. Tenant may record a short form memorandum of this lease setting out only the lease term of said lease and not disclosing any other details.

MORTGAGEE PROTECTION CLAUSE. As a condition for arranging for the mortgage loan, the Landlord may agree to the following provisions, which are hereby incorporated as a part of this Lease Agreement. If Tenant has been notified of assignment of rents and leases of this lease and of the addresses of the mortgagees and trust deed holders, and if at any time Tenant provides a Notice of Default to the Landlord, Tenant is obligated to send a copy of such notice of default by registered mail to the mortgagees and trust deed holders. If Landlord fails to cure such default within the time provided in this lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default, (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this lease shall not be terminated while such remedies are being so diligently pursued.

Notwithstanding any language contained in this paragraph, it is understood that emergency repairs outlined elsewhere in this lease shall be made by the Landlord immediately, and if not made within twenty-four (24) hours, Tenant shall have the right to make said repairs and deduct the cost thereof from the rent due. Further, that if Tenant is deprived of the leased premises during the time of default in accordance with this paragraph, Tenant's rent shall abate in accordance with the terms as set out elsewhere in this lease.

ATTACHMENT 2
Site Ownership

TENANT'S OBLIGATION TO MAKE CHANGES IF NECESSARY FOR FINANCING. Tenant agrees to cooperate with the Landlord with regards to any changes required in this Lease prompted by or resulting from conditions set forth by Landlord's mortgagee so as to enable Landlord to secure financing, provided that said changes do not alter, modify or materially change the business bargain as set out in this Lease, including Tenant's costs, rights, remedies and recoveries as herein negotiated. The right to determine as to whether the changes required shall materially affect the Tenant's rights shall be at the sole discretion of the Tenant, and Tenant shall not be obligated to make any changes which, in Tenant's opinion, are in violation of the above criteria.

EFFECT OR CONVEYANCE. In the event that during the term of this lease Landlord shall sell its interest in the premises, then from and after the effective date of such sale, Landlord shall be released and discharged from any and all further obligations and responsibilities under this lease except those already accrued, provided purchaser shall acknowledge personal responsibility for the security deposit paid under this lease and shall personally assume all the obligations of the landlord under this lease.

BROKERS. Tenant warrants that Tenant has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this lease and agrees to pay and to hold Landlord harmless from any cost, expense, or liability for any compensation; commissions or charges claimed by any other realtor, broker, or agent with respect to this lease and/or the negotiation thereof.

[Signature Page Follows]

ATTACHMENT 2
Site Ownership

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

ATTEST:

____

LANDLORD:
Meridian Investment Partners

____
Meridian Investment Partners

Printed Name ____________________
Date ____________________

ATTEST:

____

TENANT:

____
Dialysis Care Center Oak Lawn, LLC

Printed Name ____________________
Date ____________________

ATTACHMENT 3
Operating Entity/Licensee

Dialsysi Care Center Oak Lawn, LLC, is licensed by the Illinois Department of Public Health and will remain the licensee following this project. Attached as evidence of the owner entity's good standing is a Certificate of Good Standing issued by Illinois Secretary of State.

ATTACHMENT 3
Operating Entity
Certificate of Good Standing Dialysis Care Center Oak Lawn, LLC

File Number 0578229-5

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

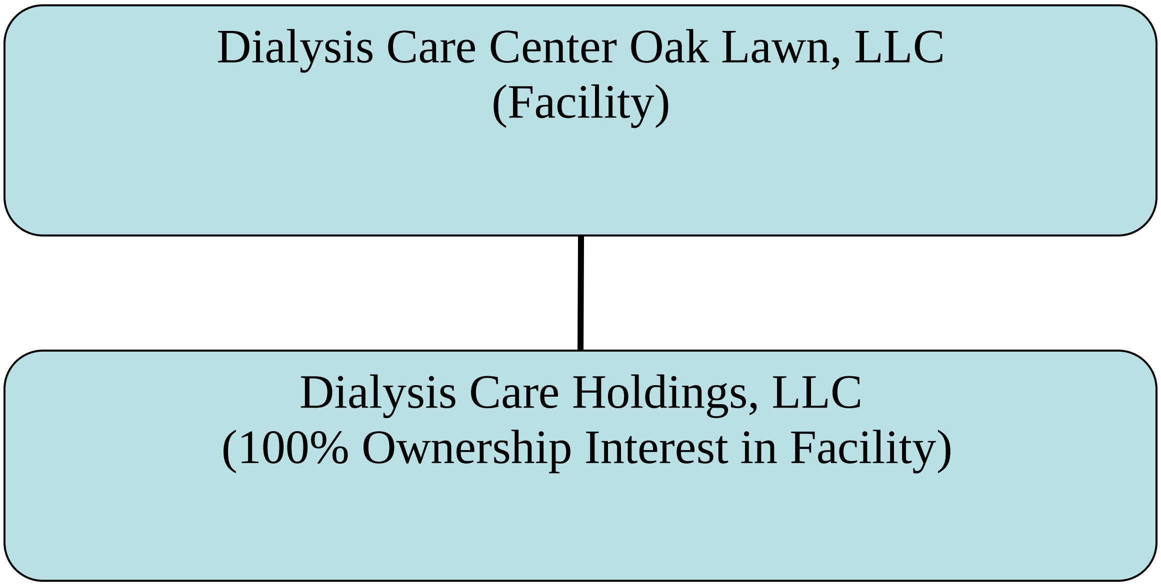
DIALYSIS CARE CENTER OAK LAWN LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 04, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* NOVEMBER *A.D.* 2023 .

Authentication #: 2331402918 verifiable until 11/10/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

ATTACHMENT 4
Organizational Chart



ATTACHMENT 5
Flood Plain Requirements Letter

DCC DIALYSISCARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC- Flood Plain Letter

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, affirm that the proposed site for the relocation of the facility complies with the Illinois Executive Order #2005-5. The facility will be located at 4225 Southwest Highway, Oak Lawn 60453 and it is not located in a flood plain. Enclosed as evidence, please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

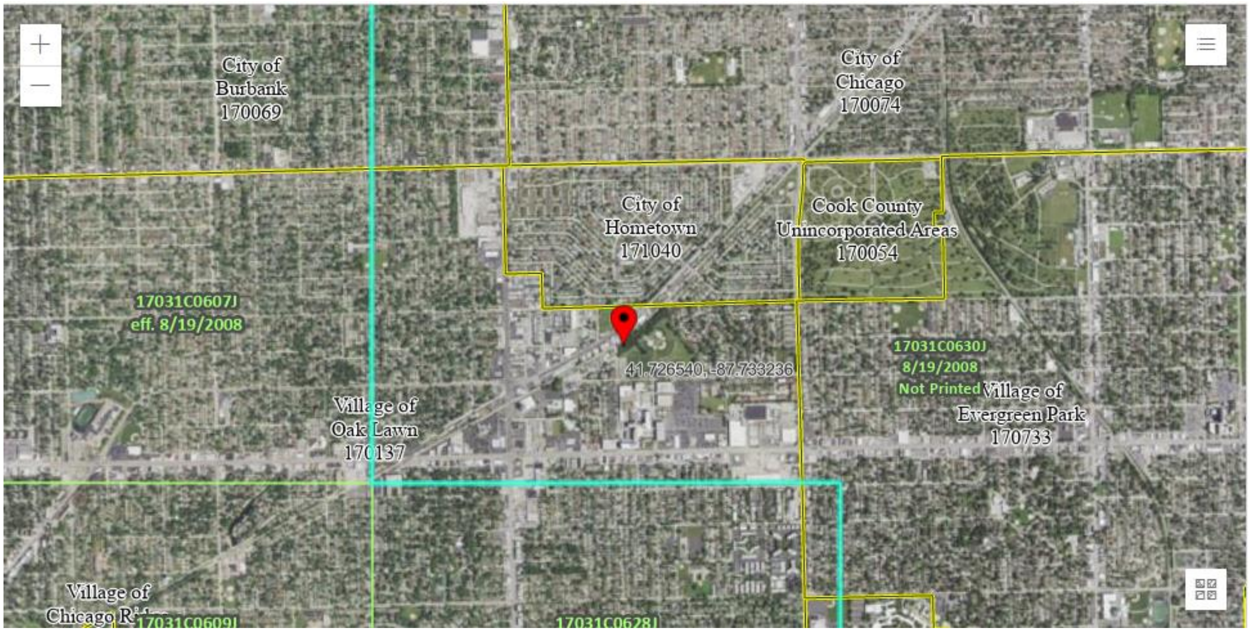
Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 | P 708-645-1000 | F 708-645-1001
www.DCCDialysis.com

ATTACHMENT 5
Flood Plain Requirements Letter

FLOOD PLAIN MAP

4425 Southwest Highway, Suite 1A, Oak Lawn, IL 60453



ATTACHMENT 6
Historical Preservation Act Requirements

The Applicant previously submitted a request for determination to the Illinois Department of Natural Resources - Preservation Services Division. A final determination has not been received to date. A copy of the request is enclosed, and the letter of clearance was received on January 17, 2024 and is enclosed.

ATTACHMENT 6
Historical Preservation Act Requirements

Benesch
Attorneys at Law

Juan Morado, Jr.
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Direct Dial: 312.212.4967
Fax: 312.757.9192
jmorado@beneschlaw.com

December 8, 2023

VIA EMAIL

LaDonna Young
Preservation Services Division
Illinois State Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, IL 62702
SHPO.Review@illinois.gov

Re: Certificate of Need Application for the Establishment of an In-Center Hemodialysis Center - Dialysis Care Center Oak Lawn, LLC

Dear Jeffrey:

I am writing on behalf of my client, Dialysis Care Center Oak Lawn, LLC ("DCC") to request a review of the project area under Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). DCC is submitting an application for a Certificate of Need from the Illinois Health Facilities and Services Review Board. DCC is proposing to establish an In-Center Hemodialysis Center, to be located at 4457 Southwest Highway, Suite 1A, Oak Lawn, IL 60453 (the "Project").

The proposed Project will occupy approximately 8,000 square feet in an existing building. The Project will be an In-Center Hemodialysis Center providing hemodialysis to support kidney failure and kidney disease patients, and will house a patient waiting room, physician office space, a nursing station, examination rooms, and fourteen (14) dialysis stations, along with administrative and mechanical space. For your reference, we have included pictures of the topographic maps, areal maps, and existing lot images (Attachments 1-3) showing the general location of the project.

ATTACHMENT 6
Historical Preservation Act Requirements

Page 2

We respectfully request review of the project area and a determination letter at your earliest convenience. Thank you in advance for all of the time and effort that will be going into this review.

Very truly yours,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

Juan Morado, Jr.

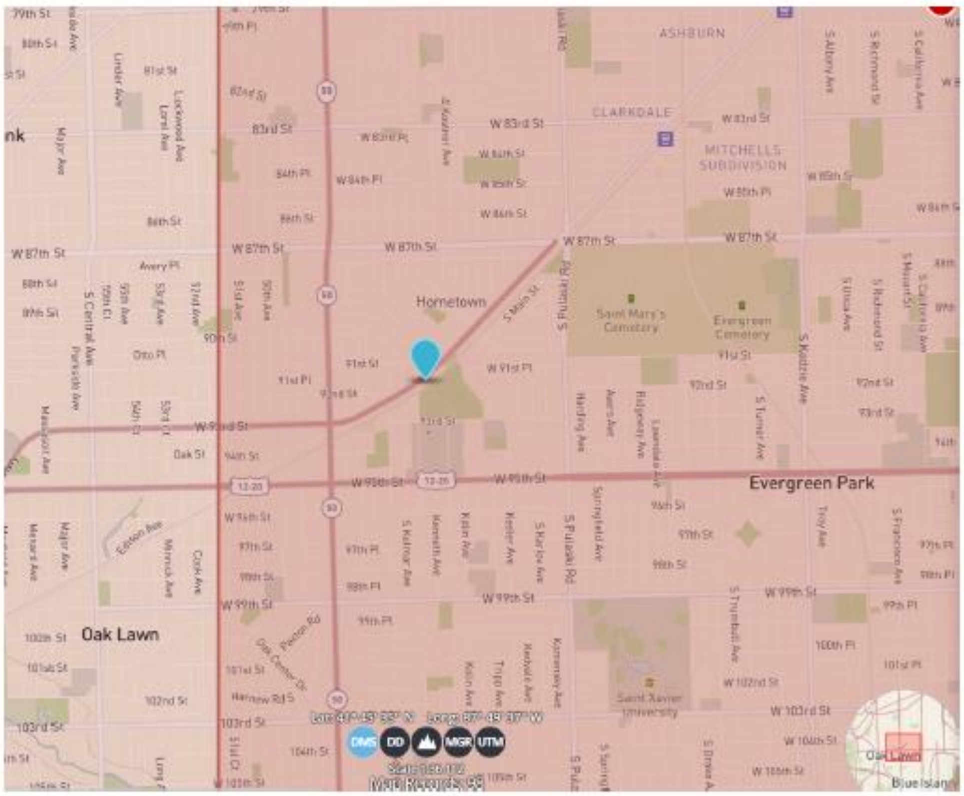
JM:
Enclosures

ATTACHMENT 6
Historical Preservation Act Requirements

Page 3

ATTACHMENT 1

Topographic Map

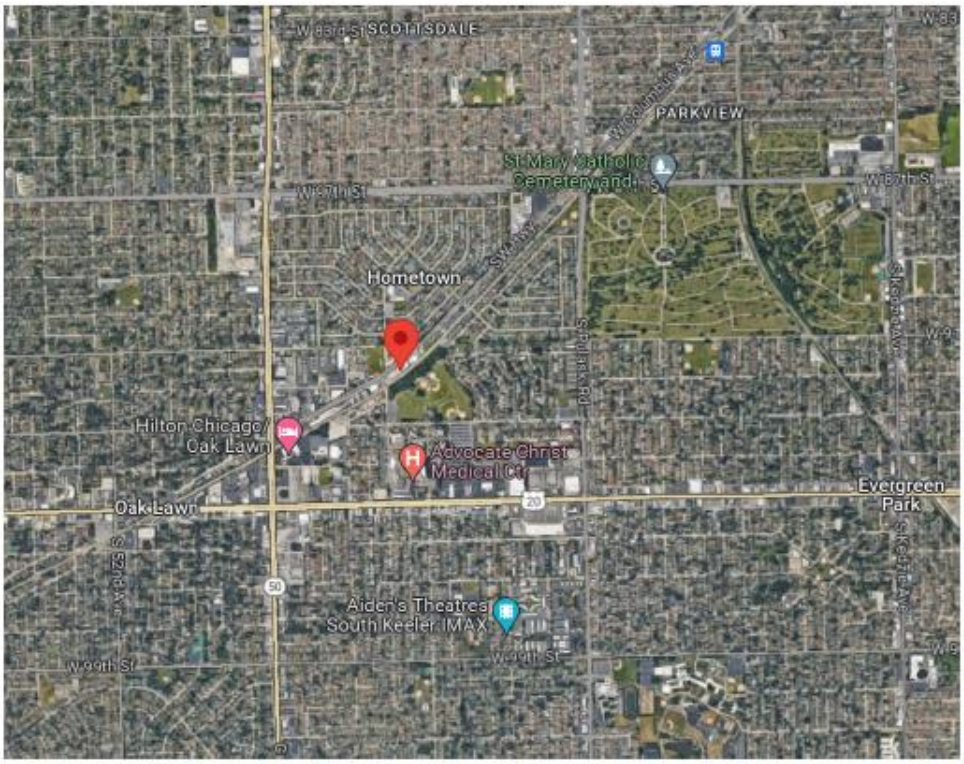


ATTACHMENT 6
Historical Preservation Act Requirements

Page 4

ATTACHMENT 2

Aerial Map



ATTACHMENT 6
Historical Preservation Act Requirements

Page 5

ATTACHMENT 3

Street View of Property

Behind Property

ATTACHMENT 6
Historical Preservation Act Requirements

Page 6

ATTACHMENT 6
Historical Preservation Act Requirements

Illinois Department of Natural Resources
JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Cook County
Oak Lawn
CON - Rehabilitation to Establish an In-Center Hemodialysis Center
4457 (4455) Southwest Highway Suite 1A
SHPO Log #009121823

January 17, 2024

Juan Morado
Benesch, Friedlander, Coplan and Aronoff LLP
71 S. Wacker Dr., Suite 1600
Chicago, IL 60606

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact Rita Baker, Cultural Resources Manager, at 217/785-4998 or at Rita.E.Baker@illinois.gov.

Sincerely,

Carey L. Mayer

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer

ATTACHMENT 7
Project Costs and Sources of Funds

PROJECT COSTS AND SOURCES OF FUNDS			
Use of Funds	**Clinical**	**Nonclinical**	**Total**
Preplanning Costs	-	-	-
Site Survey and Soil Investigation	-	-	-
Site Preparation	-	-	-
Off Site Work	-	-	-
New Construction Contracts	1,260,000	490,000	1,750,000
Modernization Contracts	-	-	-
Contingencies	125,000	50,000	175,000
Architectural/Engineering Fees	80,000	15,000	95,000
Consulting and Other Fees	70,000	15,000	85,000
Movable or Other Equipment (not in construction contracts)	387,000	65,000	452,000
Bond Issuance Expense (project related)	-	-	-
Net Interest Expense During Construction (project related)	-	-	-
Fair Market Value of Leased Space or Equipment	1,957,263	889,665	2,846,927
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	**3,879,263**	**1,524,665**	**5,403,927**
Source of Funds	**Clinical**	**Nonclinical**	**Total**
Cash and Securities	1,922,000	635,000	2,557,000
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	-	-	-
Leases (fair market value)	1,957,263	889,665	2,846,927
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	**3,879,263**	**1,524,665**	**5,403,927**

ATTACHMENT 7
Project Costs and Sources of Funds

New Construction Contracts - The proposed project will modernize an existing building to construct a 14 station In-Center Hemodialysis facility. The project building costs are based on national architectural and construction standards and adjusted to compensate for several factors. The clinical construction costs are estimated to be $1,260,000 or $229.09 per clinical square foot.

General Conditions	$100,000
Mechanical (Fire, Plumbing, HVAC, Electrical)	$850,000
Carpentry and Wood Work	$250,000
Structural Steel	$100,000
Doors and Windows	$50,000
Flooring	$75,000
Painting	$100,000
Ceiling Work	$40,00
Tile	$50,000
Signage	$10,000
Miscellaneous-Builder’s Risk Insurance, Bonds, Contractor’s Fees, etc…)	$125,000

Contingencies - The contingency costs listed are for unforeseeable events relating to construction costs that are not included in the construction contracts. The clinical costs are estimated to be $125,000 or 9.92% of the new construction contract costs.

Architectural/Engineering Fees - The clinical project cost for architectural/engineering fees are projected to be $80,000 or 5.78% of the new construction and contingencies costs.

Architectural Services	$95,000

Consulting and Other Fees - The Project’s consulting fees are primarily comprised of various project related fees, additional state/local fees, and other CON related costs.

Legal Fees	$50,000
Permitting Fees	$5,000
CON Filing Fee	$10,000
Miscellaneous Fees	$20,000

Moveable Equipment Costs - The moveable equipment costs are necessary component for the operation of the updated operating rooms at the facility. The clinical costs divided among the 14 proposed stations that will be located at the facility and it equals $27,642.85 per operating room or a total of $452,000. The applicant is able to keep equipment costs down for this project by repurposing existing equipment from their existing in-center hemodialysis facility.

Communications	$12,000
Water Treatment	$170,000
Bio-Medical Equipment	$15,000
Clinical Furniture (Dialysis Chairs)	$30,000
Clinical Equipment	$160,000
Office Equipment	$25,000
Office Furniture	$40,000

ATTACHMENT 7
Project Costs and Sources of Funds

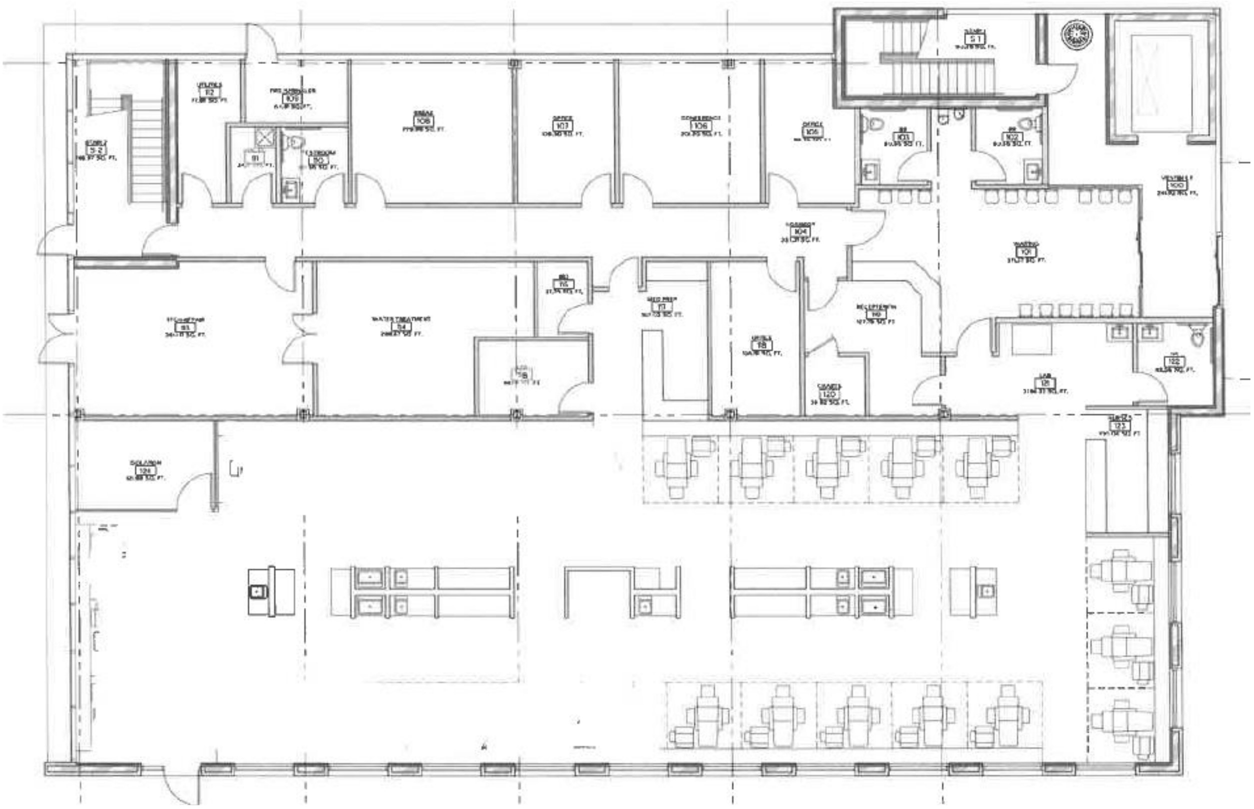
FMV of Leased Space - The applicant intends to enter into a 10-year lease with an initial rent rate of $260,000. The lease calls for annual increases in the amount of 2% per year.

Lease Year	Annual Cost
Year 1	$260,000
Year 2	$265,200
Year 3	$270,504
Year 4	$275,914
Year 5	$281,432
Year 6	$287,061
Year 7	$292,802
Year 8	$298,658
Year 9	$304,631
Year 10	$310,724
TOTAL	$2,846,926

ATTACHMENT 8
Project Status and Completion Schedules

The proposed project plans are still at a schematic stage. The proposed project completion date is July 1, 2025. Financial commitment for the project will occur following permit issuance, but in accordance with HFSRB regulations.

Additionally, one of the Applicants, Dialysis Care Center Holdings, LLC. obtained approval for the following projects:



ATTACHMENT 9
Cost Space Requirement

The proposed project involves the establishment of a 14 station ESRD In-Center Hemodialysis facility in a total of 8,000 GSF.

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-Center Hemodialysis	3,879,263	-	5,500	5,500	-	-	-
Total Clinical	3,879,263	-	5,500	5,500	-	-	-
NON-REVIEWABLE							
Administrative	1,524,665	-	2,500	2,500	-	-	-
Total Non-clinical	1,524,665	-	2,500	2,500	-	-	-
TOTAL	**5,403,927**	**-**	**8,000**	**8,000**	**-**	**-**	**-**
APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

ATTACHMENT 11
Background of the Applicants

The following information is provided to illustrate the qualifications, background and character of the Applicant and to assure the Health Facilities and Services Review Board that the proposed in-center hemodialysis, End Stage Renal Dialysis ("ESRD") facility will provide a property standard of health care services for the community.

Dialysis Care Center Oak Lawn, LLC

1. The proposed project is brought by Dialysis Care Center Oak Lawn, LLC a wholly owned subsidiary of Dialysis Care Center Holdings, LLC. The ownership of Dialysis Care Center Oak Lawn, LLC is reflected in Attachment 4.

2. Dialysis Care Center Oak Lawn, LLC does not directly have an ownership interest in any other health care facility. However, Dialysis Care Center Holdings, LLC which is owned 100% by physician owners does maintain ownership in excess of 5% in multiple other healthcare facilities described in the enclosed certification. The Applicant certifies that there have been no adverse actions taken during the three (3) years prior to the filing of this Application. A letter certifying to the above information is included at Attachment 11.

3. We have included a letter authorizing access to the HFSRB and IDPH to verify information about the Applicant at Attachment 11.

Background of Dialysis Care Center Holdings, LLC

Each of the Applicants, by their signatures to the Certification pages of this application, attest that they are fit, willing, able, and have the qualifications, background, and character to adequately provide a proper standard of health service for the community.

Dialysis Care Center Holdings, LLC ("DCC") is a physician owned and operated entity that operates multiple ESRD facilities in the State of Illinois. Drs. Morufu O. Alausa and Sameer M. Shafi equally own the applicant entities. Dr. Alausa is a board certified Nephrologist and published author of multiple articles covering a diverse range of issues relevant to his medical practice. He is widely recognized for his work and has been published in the New England Journal of Medicine. In 2007, he was named one of America's best physicians. Dr. Shafi previously served as Chief Resident at the prestigious Mount Sinai School of Medicine and was key driver behind the launch of the nation's first Staff Enhanced Home Hemodialysis program. He is well known in his field as an expert in treating patients with chronic kidney disease.

Over the years DCC has developed a considerable patient base and provides dialysis services through the multiple ESRD facilities it operates throughout northern Illinois. Their commitment to its growing patient population has provided patients in the region with much needed options for them to obtain dialysis care for their chronic kidney conditions. The overwhelming majority of care available for chronic kidney conditions are provided by one of two global providers. While they are an important component of the healthcare delivery system, so too are independent providers. As an independent operator, DCC is able to work closely with its patients and recognize the unique needs of the community its facilities serve. This has allowed DCC to invest significant time and capital in expanding its operations to areas of the region where there are limited options and an unmet need for their services. In 2017, DCC expended nationally with clinics in Pennsylvania, Indiana, Florida, Ohio, Michigan, Georgia, and Tennessee.

ATTACHMENT 11
Background of the Applicants

In 2021, DCC launched its flagship program, DCC Cares. DCC Cares is inspired by the group's motto of Lead with Care. The program serves as a trilogy of care: care for our patients, care for our employees, and care for the communities we serve. It involves employee and patient recognition, team-building opportunities, celebrations and regional events. DCC places a huge emphasis on one-on-one attention. Their education program is known as Staff Enhanced Hemodialysis ("SEH"). DCC facilities are intentionally designed to be smaller and that is because this allows for an environment that allows staff to efficiently monitor patients through the entire hemodialysis treatment process. The Center for Medicare and Medicaid Services ("CMS") itself released their ESRD Treatment Choices model to improve the quality of care and reduce Medicare expenditures for patients with chronic kidney disease. CMS has noted that ESRD patients suffer from poor health outcomes and are at increased risk of complications with underlying diseases.

DCC has also taken a holistic approach to improving patient outcomes and works with patients to determine the best modality for their dialysis care. Their roots began with an emphasis on Home Dialysis therapy and in recent years that need has grown. As such, DCC spends significant time on education with clients and this approach is in alignment with CMS who encourages providers to set patients on home dialysis when appropriate.

DCC also utilizes an electronic health record ("EHR") system that was created specifically for dialysis clinics. Their system gives medical staff the ability to maintain real-time communication between physicians and hospitals to ensure patient needs are efficiently addressed.

ATTACHMENT 11
Background of the Applicants

DCC DIALYSISCARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC- Certification and Authorization Letter

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health ("IDPH") to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I verify that Dialysis Care Center Oak Lawn, LLC owns one other existing facility that is slated for discontinuation and has had no adverse actions in the past three (3) years.

I further verify that Dialysis Care Center Holdings, LLC, owns multiple other healthcare facilities, including:

- Dialysis Care Center Beverly
- Dialysis Care Center Rockford
- Dialysis Care Center Olympia Fields
- Dialysis Care Center Hazel Crest
- Dialysis Care Center Evergreen Park
- Dialysis Care Center Elgin
- Dialysis Care Center McHenry
- Dialysis Care Center Vollmer

None of the facilities listed above have had an adverse action in the past (3) years.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 | P 708-645-1000 | F 708-645-1001
www.DCCDialysis.com

ATTACHMENT 11
Background of the Applicants

Dialysis Care Center Holdings, LLC affiliated Illinois health care facilities currently operating include:

- Dialysis Care Center Beverly 10801 S. Western Ave., Ste 100 Chicago, IL 60643
- Dialysis Care Center Rockford 6940 Villagreen View Rockford, IL 61107
- Dialysis Care Center of Oak Lawn 9115 S. Cicero Ave., Ste 300 Oak Lawn, IL 60453
- Dialysis Care Center of Olympia Fields 3322 Vollmer Rd., Ste A Olympia Fields, IL 60461
- Dialysis Care Center of Hazel Crest 18325 Pulaski Road Hazel Crest, IL 60429
- Dialysis Care Center of Evergreen Park 9834 South Kedzie Avenue Evergreen Park, IL 60805
- Dialysis Care Center of Elgin 995 North Randall Road Elgin, IL 60124
- Dialysis Care Center of McHenry McHenry 612 State Route 31, Ste A McHenry, IL 60050
- Dialysis Care Center of Vollmer 222 Vollmer Road, Chicago Heights, IL 60411

ATTACHMENT 12
Purpose of Project

This project is designed to relocate the existing DCC Oak Lawn facility and to support the growing patients at the facility and patients from the geographic service area. The proposed project intends to ensure the continued availability of dialysis services that will undoubtedly improve the health care and well-being of the patients in the market area that will be served. The planning area is defined by the state as Planning Area 7 and the existing facility is operating at over 95% utilization, which is over the state's target utilization for in-center hemodialysis facilities.

This facility is necessary in that it provides life sustaining dialysis services to its patients. Dialysis is a life-saving treatment for individuals with kidney failure, a condition where the kidneys are no longer able to filter waste products from the blood. This treatment is essential for maintaining the balance of electrolytes, controlling blood pressure, and removing waste and excess fluids from the body. However, the cost and complexity of dialysis have prompted a growing interest in alternate treatment modalities and value-based care approaches to improve patient outcomes and reduce healthcare costs.

Over the years, there have been significant advances in in-center hemodialysis treatment aimed at improving the effectiveness, safety, and overall experience for patients undergoing this life-sustaining therapy. Modern dialysis machines are equipped with advanced monitoring and control systems that allow for more precise control of dialysis parameters such as ultrafiltration rate, dialysate composition, and treatment time. This level of precision and control can help optimize the dialysis process for each individual patient, leading to better treatment outcomes and improved patient safety and experience. This includes efforts to minimize the discomfort and inconvenience associated with dialysis, such as the development of more comfortable dialysis chairs, improved needle insertion techniques, and the use of distraction therapies during treatment. By addressing the psychosocial and emotional aspects of dialysis, healthcare providers can help improve patient satisfaction and adherence to treatment, ultimately leading to better outcomes for patients undergoing in-center hemodialysis.

Value-based care in the context of dialysis focuses on delivering high-quality care that is efficient, effective, and patient-centered. This approach aims to achieve better health outcomes for patients while optimizing the use of healthcare resources. By shifting the focus from volume-based reimbursement to value-based reimbursement, these CMS driven changes are more closely aligned with DCC's longtime patient centric approach.

One of the key principles of value-based care in dialysis is the emphasis on patient-centered care. DCC patient first model already involves engaging patients in their treatment decisions, addressing their individual needs and preferences, and empowering them to take an active role in managing their health. By involving patients in the decision-making process, healthcare providers can ensure that treatment plans are tailored to the unique needs of each patient, leading to better outcomes and improved satisfaction.

In addition to improving patient outcomes, value-based care in dialysis also aims to reduce healthcare costs. By focusing on delivering high-quality care that is efficient and effective, healthcare providers can avoid unnecessary treatments and hospitalizations, leading to cost savings for the healthcare system as a whole. As the healthcare industry continues to evolve, value-based care will likely play an increasingly important role in shaping the future of dialysis care. It is already benefiting DCC and it's patients.

DCC Oak Lawn has been in operation since January 2018 and over the last several years has seen their patient population grow significantly. At the end of the 3rd quarter, the facility was operating at 95% utilization, and shortly thereafter sought and obtained approval to add an additional two stations. DCC is also submitting a Certificate of Exemption application to discontinue operations at the current location and move them to a new site.

ATTACHMENT 12
Purpose of Project

Dialysis Care Center's success in based in providing the following to its patients:

- Following a patient discharge from the hospital, a patient is afforded multiple physician visits within 30 days to ensure smooth transition to dialysis treatment at either a DCC facility or at home;

- The DCC Champions program is their Patient Recognition Award. Through the program, DCC addresses the issue of missed dialysis treatments. They recognize and celebrate our patients for making their dialysis treatments a priority each month.

- Upon hospital discharge, patients receive 100% medication reconciliation;

- Ensure open communication between nursing and medical staff and hospital discharge planners to allow for the best patient experience in transition to a DCC facility for dialysis treatment; and

- Continuation of antibiotics and hospital infusive therapies.

ATTACHMENT 13
Alternatives to the Project

1. Maintain / Improve Facility in Current Location. Additional Financial Cost

Applicants evaluated the potential of renovating the existing facility; however, they are constrained by the physical limitations of the existing space. This would not allow for sufficient space to operate additional stations in the space.

2. Utilize Other Existing Facilities No Additional Cost

This would be antithetical to the core principles that have driven this practice, and its patients, which is to ensure meaningful access to providers other than those global providers prevalent in virtually all communities. It would not be possible to provide access to the care necessary without utilizing these facilities which, by their nature, are not designed to afford the patient-driven care to which DCC is committed. This alternative was not feasible and, thus, was not chosen.

4. Pursue a Different Project Increased Costs

The Applicants could have sought approval for a larger ESRD facility but are only seeking approval for the 14 stations that it knows it has an immediate need for given their patient base. A larger project was not selected because the Applicant felt the risk was too great that the Board would conclude that it was simply looking to expand its facility without having the patients to fill it. For these reasons, this alternative was not chosen.

5. Project as Proposed

Significant time, energy, and expense were expended to assess the guidance provided by the HFSRB at its last consideration, to assess the Board rules and guiding principles, and to design a project that balanced the stated preferences of the Board with meeting the needs of the patient population. This is that project. We believe this to be a win-win situation in which existing stations will be better utilized and a core group of patients will end up with more meaningful access to care in a modernized facility. For these reasons, this alterative was chosen.

ATTACHMENT 14
Size of the Project

The square footage identified in this application for the proposed project involves a 14 station in-center hemodialysis facility. The state standard is 520 DGSF per dialysis station, and with this project's 14 stations there will be a total of 5,500 DGSF of clinical space. The project is necessary, not excessive, and consistent with the standards identified in Appendix B of 77 Illinois Admin Code Section 1110, as documented below.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	**PROPOSED BGSF/DGSF**	**STATE STANDARD**	**DIFFERENCE**	**MET STANDARD?**
ESRD In-Center Hemodialysis Facility	**5,500 GSF (14 Stations)**	**7,280 GSF**	**-1,780 GSF**	**yes**

ATTACHMENT 15
Project Service Utilization

The Applicants currently have 69 ESRD patients who are currently receiving services at the DCC Oak Lawn facility. These patients live in HSA 7 and the surrounding communities. The individuals are expected to continue requiring dialysis services during the first two years after the Dialysis Care Center Oak Lawn facility begins operations.

At the end of the 3rd Quarter last year, the facility had 69 ESRD patients and were operating 12 stations, for a utilization rate of 95%. The following quarter, the Applicants sought and obtained approval for the addition of 2 stations at the facility. Even with the existing patient base, and with 14 stations, the facility would still be operating at 82% which exceeds the state's target utilization standard.

The DCC physicians who refer patients to this facility have identified 217 Stage 4 and Stage 5 pre-ESRD patients. There is an expectation that, by the second year of operation, at least an additional 5 of these patients would be referred to DCC Oak Lawn for treatment. With 14 stations in operation and 74 total patients at the end of year one of operation the facility will be operating at 89% utilization which meets the state's target utilization.

The projected utilization of this facility is based on the utilization target criteria found in 77 Ill. Admin. Code Section 1100.630(c).

UTILIZATION					
	DEPARTMENT / SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ESRD	95.83%	89%	80%	Yes
YEAR 2	ESRD	95.83%	89%	80%	Yes

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100

The proposed project seeks to establish a 14 station in-center hemodialysis facility in HSA 7. Together with the discontinuation application for the existing facility, this project will result in zero beds being added to the planning area. The Applicants are filing a Certificate of Exemption application to discontinue the 14 stations currently approved for operation at 4425 Southwest Highway, Oak Lawn, Illinois 60453 and seek to relocate them to the proposed facility site. Therefore, the approval of this application will not result in any increase to HSA 7 station inventory.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

The Applicants attest that the primary purpose of the project is to provide necessary health care to the residents of HSA 7, which is where the proposed project will be physically located. The Applicants can document that over 80% of the proposed patients to be treated at the facility reside within HSA 7 and are already receiving services at the existing facility.

As evidence, the Applicants are including a list of historical patient data for Dr. Taksande including the patient zip code, and CKD level stage. The Applicants have also provided a referral letter from Dr. Sushant Taksande.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

DCC DIALYSISCARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator- HFSRB
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn- CON Referral Letter

Dear Mr. Kniery:

My name is Sushant Taksande, M.D. and I am Nephrologist and Medical Director at Dialysis Care Center Oak lawn. This letter contains the referral documentation required per 77 Ill. Admin. Code Section 1110230(c). I am pleased to continue supporting my patients through this letter and DCC's effort to open a new renovated facility. I am confident that Dialysis Care Center Oak Lawn will improve access to necessary dialysis services for patients, many of whom live in the surrounding community.

Since Dialysis Care Center Oak Lawn opened its doors in 2018, there has been considerable growth in the facility overall patient population. While we are proud to serve our patients, unfortunately, our facility is currently operating at full capacity and given our existing patient population, I expect that we will need additional stations at the proposed facility in the future.

I currently have 217 CKD (4,5) patients in my practice, and 69 are already receiving services at the DCC Oak Lawn facility. I expect approximately a percentage to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. While we always offer our patients options for where to receive their treatment, given the communities where my patients reside, I expect that some will choose DCC Oak Lawn for their care. I expect approximately 74 of my patients to utilize the DCC Oak Lawn facility within the first year of the new facility opening.

I certify that the patients I propose to refer do reside within the Applicant's proposed geographic service area. I further certify that that the aforementioned referrals have not been used to support another pending or approved Certificate of Need permit application. The information provided in this letter is true and accurate to the best of my knowledge.

Sincerely,

Dr. Sushant Taksande
Medical Director

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

#	1 Patient Per Zip Code	CKD Stage	Physician Name
1	60643	N184	Taksande_Sushant
2	60643	N184	Taksande_Sushant
3	60620	N184	Taksande_Sushant
4	60628	N184	Taksande_Sushant
5	60628	N184	Taksande_Sushant
6	60620	N184	Taksande_Sushant
7	60617	N184	Taksande_Sushant
8	60453	N184	Taksande_Sushant
9	60472	N184	Taksande_Sushant
10	60629	N184	Taksande_Sushant
11	60608	N184	Taksande_Sushant
12	60628	N184	Taksande_Sushant
13	60621	N185	Taksande_Sushant
14	60636	N184	Taksande_Sushant
15	37804	N184	Taksande_Sushant
16	60619	N184	Taksande_Sushant
17	60620	N184	Taksande_Sushant
18	60620	N185	Taksande_Sushant
19	60459	N184	Taksande_Sushant
20	60632	N184	Taksande_Sushant
21	60466	N184	Taksande_Sushant
22	60620	N184	Taksande_Sushant
23	60620	N184	Taksande_Sushant
24	60620	N184	Taksande_Sushant
25	60419	N184	Taksande_Sushant
26	60406	N184	Taksande_Sushant
27	60453	N184	Taksande_Sushant
28	60409	N184	Taksande_Sushant
29	60652	N184	Taksande_Sushant
30	60620	N184	Taksande_Sushant
31	60409	N185	Taksande_Sushant
32	60609	N184	Taksande_Sushant
33	60805	N184	Taksande_Sushant
34	60628	N184	Taksande_Sushant
35	60655	N184	Taksande_Sushant
36	60629	N185	Taksande_Sushant
37	60652	N185	Taksande_Sushant
38	60652	N184	Taksande_Sushant
39	60619	N185	Taksande_Sushant
40	60617	N184	Taksande_Sushant
41	60636	N184	Taksande_Sushant
42	60633	N184	Taksande_Sushant
43	60620	N184	Taksande_Sushant
44	60621	N184	Taksande_Sushant
45	60628	N184	Taksande_Sushant
46	60805	N184	Taksande_Sushant
47	60620	N184	Taksande_Sushant
48	60636	N184	Taksande_Sushant
49	60643	N184	Taksande_Sushant
50	60805	N184	Taksande_Sushant
51	60803	N184	Taksande_Sushant
52	60459	N184	Taksande_Sushant

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

#	1 Patient Per Zip Code	CKD Stage	Physician Name
53	60805	N184	Taksande_Sushant
54	60411	N184	Taksande_Sushant
55	60636	N184	Taksande_Sushant
56	60620	N184	Taksande_Sushant
57	60643	N184	Taksande_Sushant
58	60628	N184	Taksande_Sushant
59	60428	N184	Taksande_Sushant
60	60453	N184	Taksande_Sushant
61	60406	N184	Taksande_Sushant
62	60629	N184	Taksande_Sushant
63	60629	N185	Taksande_Sushant
64	60629	N184	Taksande_Sushant
65	60429	N184	Taksande_Sushant
66	60620	N185	Taksande_Sushant
67	60643	N184	Taksande_Sushant
68	60652	N185	Taksande_Sushant
69	60615	N184	Taksande_Sushant
70	60643	N184	Taksande_Sushant
71	60411	N184	Taksande_Sushant
72	60643	N184	Taksande_Sushant
73	60629	N184	Taksande_Sushant
74	60478	N184	Taksande_Sushant
75	60643	N184	Taksande_Sushant
76	60620	N185	Taksande_Sushant
77	60628	N184	Taksande_Sushant
78	60620	N185	Taksande_Sushant
79	60617	N184	Taksande_Sushant
80	60643	N184	Taksande_Sushant
81	60652	N184	Taksande_Sushant
82	60628	N184	Taksande_Sushant
83	60628	N184	Taksande_Sushant
84	60803	N184	Taksande_Sushant
85	60617	N185	Taksande_Sushant
86	60453	N184	Taksande_Sushant
87	60487	N185	Taksande_Sushant
88	60620	N185	Taksande_Sushant
89	60620	N184	Taksande_Sushant
90	60628	N184	Taksande_Sushant
91	60629	N185	Taksande_Sushant
92	60643	N184	Taksande_Sushant
93	60620	N184	Taksande_Sushant
94	60620	N184	Taksande_Sushant
95	60527	N184	Taksande_Sushant
96	60643	N184	Taksande_Sushant
97	60643	N184	Taksande_Sushant
98	60643	N184	Taksande_Sushant
99	60652	N184	Taksande_Sushant
100	60453	N184	Taksande_Sushant
101	60629	N184	Taksande_Sushant
102	60638	N184	Taksande_Sushant
103	60453	N184	Taksande_Sushant
104	60406	N184	Taksande_Sushant

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

#	1 Patient Per Zip Code	CKD Stage	Physician Name
105	60620	N185	Taksande_Sushant
106	60655	N185	Taksande_Sushant
107	60636	N184	Taksande_Sushant
108	60643	N184	Taksande_Sushant
109	60457	N184	Taksande_Sushant
110	60805	N184	Taksande_Sushant
111	60457	N184	Taksande_Sushant
112	60620	N184	Taksande_Sushant
113	60805	N185	Taksande_Sushant
114	60652	N184	Taksande_Sushant
115	60643	N184	Taksande_Sushant
116	60617	N184	Taksande_Sushant
117	60629	N184	Taksande_Sushant
118	60456	N184	Taksande_Sushant
119	60629	N184	Taksande_Sushant
120	60643	N184	Taksande_Sushant
121	60643	N184	Taksande_Sushant
122	60620	N184	Taksande_Sushant
123	60453	N184	Taksande_Sushant
124	60628	N184	Taksande_Sushant
125	60620	N184	Taksande_Sushant
126	60637	N184	Taksande_Sushant
127	60482	N184	Taksande_Sushant
128	60458	N184	Taksande_Sushant
129	60652	N185	Taksande_Sushant
130	60643	N184	Taksande_Sushant
131	60453	N185	Taksande_Sushant
132	60620	N184	Taksande_Sushant
133	60629	N184	Taksande_Sushant
134	60620	N184	Taksande_Sushant
135	60621	N185	Taksande_Sushant
136	60805	N184	Taksande_Sushant
137	60487	N184	Taksande_Sushant
138	60620	N184	Taksande_Sushant
139	60120	N184	Taksande_Sushant
140	60629	N184	Taksande_Sushant
141	60620	N184	Taksande_Sushant
142	60803	N184	Taksande_Sushant
143	60620	N184	Taksande_Sushant
144	60455	N184	Taksande_Sushant
145	60458	N184	Taksande_Sushant
146	60621	N184	Taksande_Sushant
147	60419	N184	Taksande_Sushant
148	60419	N184	Taksande_Sushant
149	60617	N184	Taksande_Sushant
150	60525	N184	Taksande_Sushant
151	60463	N184	Taksande_Sushant
152	60655	N184	Taksande_Sushant
153	60477	N184	Taksande_Sushant
154	60628	N184	Taksande_Sushant
155	60628	N184	Taksande_Sushant
156	60459	N184	Taksande_Sushant

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

#	1 Patient Per Zip Code	CKD Stage	Physician Name
157	60628	N185	Taksande_Sushant
158	60620	N184	Taksande_Sushant
159	60620	N184	Taksande_Sushant
160	60620	N185	Taksande_Sushant
161	60626	N184	Taksande_Sushant
162	60636	N184	Taksande_Sushant
163	60827	N184	Taksande_Sushant
164	60620	N184	Taksande_Sushant
165	60608	N185	Taksande_Sushant
166	60463	N184	Taksande_Sushant
167	60643	N184	Taksande_Sushant
168	60615	N184	Taksande_Sushant
169	60636	N184	Taksande_Sushant
170	60430	N184	Taksande_Sushant
171	60621	N184	Taksande_Sushant
172	60439	N184	Taksande_Sushant
173	60617	N184	Taksande_Sushant
174	60443	N184	Taksande_Sushant
175	60620	N184	Taksande_Sushant
176	60620	N184	Taksande_Sushant
177	60620	N184	Taksande_Sushant
178	60652	N184	Taksande_Sushant
179	60805	N184	Taksande_Sushant
180	60652	N184	Taksande_Sushant
181	60620	N185	Taksande_Sushant
182	60643	N184	Taksande_Sushant
183	60655	N184	Taksande_Sushant
184	60643	N184	Taksande_Sushant
185	60620	N184	Taksande_Sushant
186	60605	N184	Taksande_Sushant
187	60643	N184	Taksande_Sushant
188	60620	N184	Taksande_Sushant
189	60628	N184	Taksande_Sushant
190	60620	N184	Taksande_Sushant
191	60415	N184	Taksande_Sushant
192	60643	N185	Taksande_Sushant
193	60628	N185	Taksande_Sushant
194	60487	N184	Taksande_Sushant
195	60620	N184	Taksande_Sushant
196	60643	N184	Taksande_Sushant
197	60620	N185	Taksande_Sushant
198	60629	N184	Taksande_Sushant
199	60827	N184	Taksande_Sushant
200	60805	N184	Taksande_Sushant
201	60636	N184	Taksande_Sushant
202	60620	N184	Taksande_Sushant
203	46312	N184	Taksande_Sushant
204	60636	N184	Taksande_Sushant
205	60643	N184	Taksande_Sushant
206	60643	N184	Taksande_Sushant
207	60619	N184	Taksande_Sushant
208	60453	N184	Taksande_Sushant

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents

#	1 Patient Per Zip Code	CKD Stage	Physician Name
209	60453	N184	Taksande_Sushant
210	60620	N185	Taksande_Sushant
211	60464	N184	Taksande_Sushant
212	60476	N184	Taksande_Sushant
213	60652	N184	Taksande_Sushant
214	60463	N184	Taksande_Sushant
215	60605	N185	Taksande_Sushant
216	60643	N184	Taksande_Sushant
217	60462	N184	Taksande_Sushant

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(3) - Planning Area Need - Service Demand -Establishment of Category of Service

This application involves the re-location of an existing facility approved to operate 14 stations in HSA 7 to the proposed location within the same HSA. Included with this application is a referral letter from Sushant Takande, M.D., the proposed facility's Medical Director.

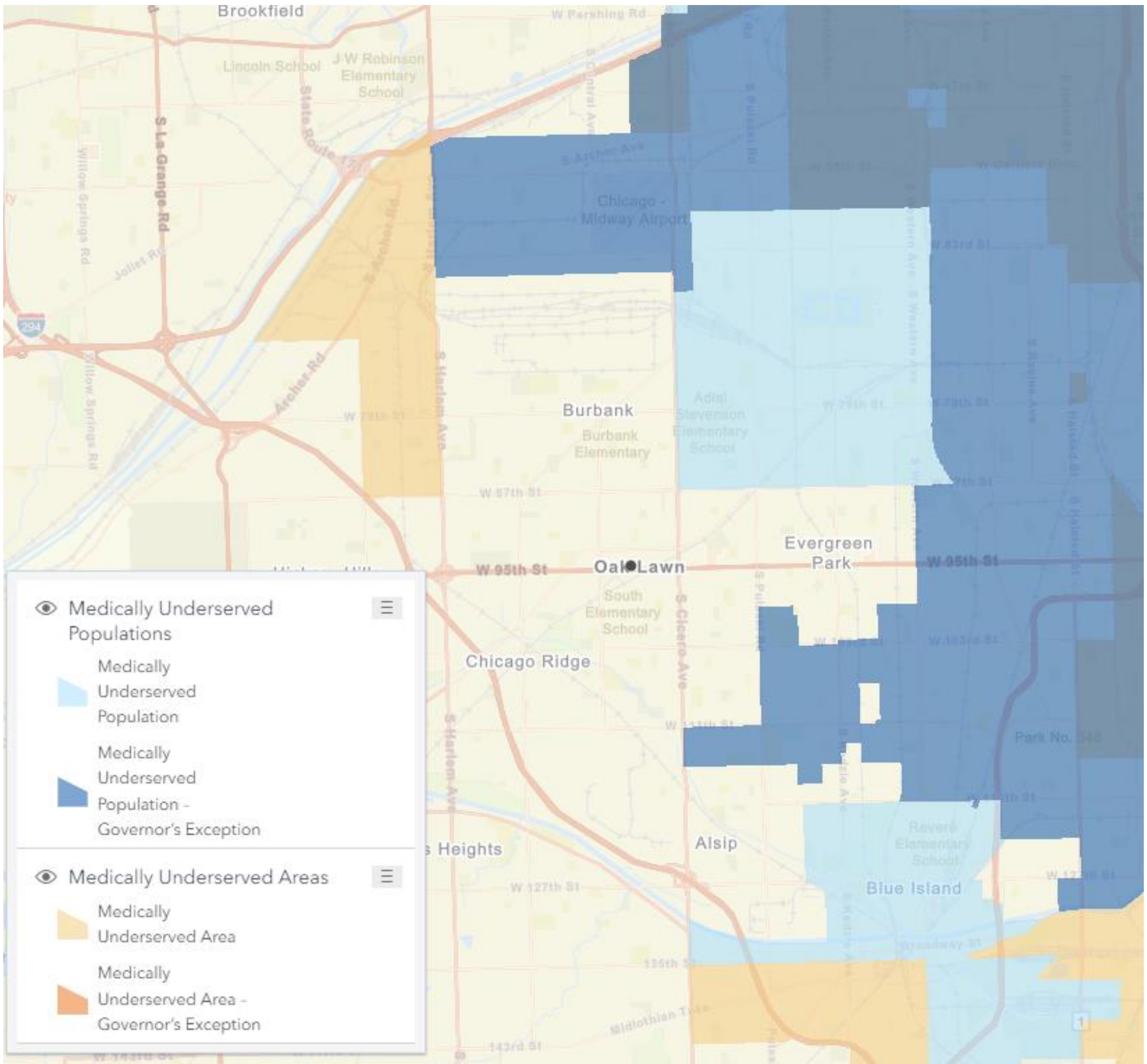
The letter provides historical patient information for 217 patients who are CKD level 4 and 5 patients from the planning area. 69 of those patients are already receiving services at the existing facility and are expected to transfer their treatment to the proposed facility. Taking a conservative approach, we anticipate that at least 5 additional patients will be referred to the proposed facility within the first year of operation.

This estimate takes into consideration attrition due to patient death, transplant, and return of proper kidney function. The patients that will be referred to this facility reside within 30 minutes or 5 miles of the proposed facility. This information is included in Attachment 11.

Furthermore, the community served by the proposed facility is surrounded by communities that are in a medically underserved area as defined by Health Resources & Services Administration (https://data.hrsa.gov/tools/shortage-area/mua-find). According to the most recent inventory, there is an excess of stations, however, this project is a re-location and will have no effect on the inventory or distribution of services of area providers.

ATTACHMENT 23
In-Center Hemodialysis
1110.2300(b)(5) - Planning Area Need - Service Accessibility

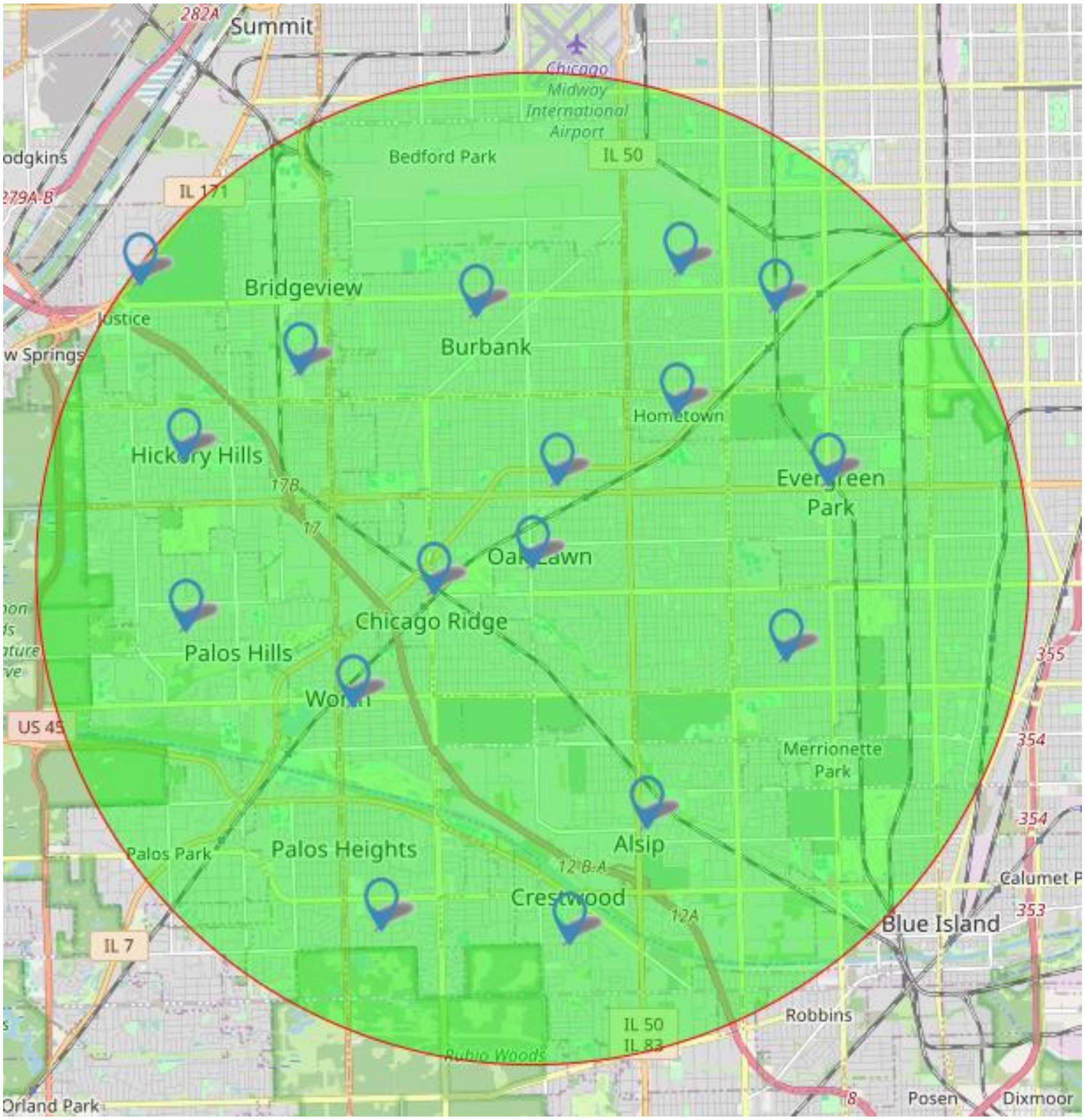
The number of stations that are being proposed by this application are necessary to improve access for planning area residents. The proposed facility is located in a community that is surrounded by medically underserved areas ("MUA") and the majority of the patients that benefit from the facility reside in these MUAs.



ATTACHMENT 23
In-Center Hemodialysis

ZIP CODE	CITY NAME	POPULATION
60453	Oak Lawn	57,665
60415	Chicago Ridge	14,284
60456	Hometown	4,299
60482	Worth	11,084
60459	Burbank	29,122
60655	Chicago	28,000
60803	Alsip	22,198
60455	Bridgeview	17,204
60805	Evergreen Park	19,730
60465	Palos Hills	18,278
60652	Chicago	42,223
60457	Hickory Hills	14,650
60418	Crestwood	10,733
60463	Palos Heights	13,687
60458	Justice	14,360
	Total Population	**317,517**

ATTACHMENT 23
In-Center Hemodialysis



ATTACHMENT 23
In-Center Hemodialysis
1110.230(c)(1)(2)(3) - Unnecessary Duplication of Services, Maldistribution, Impact of Project on Other Area Providers

The proposed facility will be located at 4425 Southwest Highway in Oak Lawn, Illinois 60453. Included with this attachment is a list of zip code areas within 5 miles of the proposed facility site, the total population of the identified zip code areas, and the name and locations of all existing or approved ESRD facilities within 5 miles of the proposed site.

ATTACHMENT 23
In-Center Hemodialysis
List of ESRD facilities within 5 miles of the proposed facility

Facility Name	City	# of Stations
RCG-South Holland	South Holland	**24**
Olympia Fields Dialysis Center	Matteson	**24**
Country Hills Dialysis	Country Club Hills	**24**
Hazel Crest Dialysis	Hazel Crest	**20**
Chicago Heights Dialysis	Chicago Heights	**16**
Stony Creek Dialysis	Oak Lawn	**14**
Davita Chicago Ridge	Worth	**16**
Davita Tinley Park	Tinley Park	**12**
Davita Oak Meadows Dialysis	Oak Lawn	**12**
DaVita Rutgers Park Dialysis	Woodridge	**12**
Dialysis Care Center Hazel Crest	Hazel Crest	**12**
Dialysis Care Center Evergreen Park	Evergreen Park	**16**
Dialysis Care Center Vollmer	Chicago Heights	**16**
Dialysis Center of America - Crestwood	Crestwood	**24**
Fresenius Medical Care Hazel Crest	Hazel Crest	**16**
FMC Dialysis Services - Burbank	Burbank	**26**
FMC Lincolnwood	Lincolnwood	**16**
Fresenius Medical Care Merrionette Park	Merrionette Park	**24**
Fresenius Medical Care Chicago Heights	Chicago Heights	**12**

The proposed facility will not result in the maldistribution of services. There are 336 stations in the 5-mile GSA surrounding the proposed facility. The population of the area is 337,517 and the ratio of stations to population is one station per every 1,005 residents. In the State of Illinois, the ratio of stations to population is one station per 2,578 residents.

As previously noted, the proposed facility will be located and serve identified patients from federally recognized medically underserved area. All the identified patients for the proposed facility are either current patients or will come from referrals from identified physicians and are on a pre-ESRD list. No patients will be transferred from any other existing dialysis facilities. The proposed dialysis facility will not lower utilization of other area providers that are operating below the target utilization standard and this re-location will not result in any changes to the HSA's station inventory.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(e) – Staffing

The proposed facility will maintain the necessary clinical and professional staff to meet applicable state of Illinois regulations and certification criteria required by the Centers for Medicare and Medicaid Services (CMS). All patient care staff that are required to be registered with the Illinois Department of Financial and Professional Regulation will maintain their licenses and meet the requisite requirement for continued education. The staff shall also be required to complete an orientation program lead by the Medical Director. Annually all DCC staff are required to complete OSHA training, compliance training, CPR certification, skills competency, CVC competency, water quality training, and pass a competency exam.

At all times the facility will maintain at least a 4 to 1 patient to staff ratio on the treatment floor. An RN will be on duty at all times that the unit is in operation.

Medical Director

Dr. Sushant Takande will serve as the Medical Director for Dialysis Care Center Oak Lawn. Included with this attachment is a copy of his curriculum vitae. Dr. Samson has completed a board approved training program in nephrology and has well over 12 months experience provide care to patients receiving dialysis.

Facility Personnel

- Clinic Manger- This individual will be required to be a Registered Nurse (RN). The RN will have at least 12 months experience in providing care in a hemodialysis center;
- Patient Care Technician- This individual will meet all applicable State of Illinois requirements and shall document requirement for training and continued education;
- Additional RNs and patient care technicians will be hired as more patients begin obtaining treatment at the facility;
- Registered Dietician;
- Registered Master Level Social Worker;
- Equipment Technician; and
- Secretary.

At full capacity the facility will include a four total RNs, ten patient care technicians in addition to the aforementioned staff.

ATTACHMENT 23
In-Center Hemodialysis

SUSHANT R. TAKSANDE, M.D.
10508 S. Roberts Road
Palos Hills, IL 60465
708-608-8122

EDUCATION AND TRAINING:

6/00-2/06	Topiwala National Medical College – Mumbai, India MBBS
7/06- 6/09	Wright State University – Dayton, OH Masters in Biological Sciences
7/09-6/12	Wayne State University School of Medicine – Detroit, MI Detroit Medical Center Residency – Internal Medicine
7/12-6/14	University of Chicago – Chicago, IL Fellowship – Nephrology

WORK HISTORY:

7/14-Present	Kidney Care Center South LLC – Palos Hills, IL Nephrologist

CERTIFICATIONS:

2012	American Board of Internal Medicine Internal Medicine
2014	American Board of Internal Medicine Nephrology

GAPS:

3/06-6/06	Relocating to the United States

HOSPITAL PRIVILEGES:

Advocate Christ Hospital – Oak Lawn, IL
Palos Community Hospital – Palos Heights, IL
Little Company of Mary – Evergreen Park. IL
Franciscan St. James Hospital - Chicago, IL

ATTACHMENT 23
In-Center Hemodialysis

Curriculum Vitae

Sushant R. Taksande MD
233 E Wacker Drive Apt 3304 Chicago IL 60601
Ph no: 937-768-9887, E-mail: Sushant.Taksande@uchospitals.edu

EDUCATION:

Fellowship in Nephrology	**University of Chicago**	**Chicago,USA 2012- Present**
Residency in Internal Medicine	Wayne State University	Detroit, USA 2009 – 2012
Master's in Biological Sciences	Wright State University	Dayton, USA 2006-Present
Bachelor of Medicine & Surgery (MBBS)	Topiwala National Medical College Maharashtra University of Health Sciences	Mumbai, India 2000-2006

CERTIFICATION/TEST SCORES:

American Board of Internal Medicine: Passed in 10th Decile

USMLE Step 1 score: 99 percentile/254

USMLE Step 2 score: 99 percentile /259

USMLE step 2 CS: Pass

USMLE Step 3: 86 Percentile /204

GRE: 1300/1600 (Quantitative: 700/800 & Verbal: 600/800)

VISA STATUS : H1B

CLINICAL/RESEARCH INTEREST:

Nephrology- Epidemiological determinants of Atherosclerosis in Chronic kidney disease.

Quantitative genetics

AWARDS & SCHOLARSHIPS:

Graduate Tuition Scholarship awarded by College of Science and Mathematics, Wright State University, United States- 2006

RESEARCH: (Abstracts submitted for oral/poster presentation at ACC 2011)

- **Predictors of Carotid Artery Stenosis in a Multiethnic population with Mild to Moderate Chronic Kidney Disease, Sushant R. Taksande,** Pawan Hari, Gayatri Ravi, Luis Afonso
- **Predictors of Carotid Artery Intima-Media Thickness in a multiethnic population with Mild to Moderate Chronic Kidney Disease, Sushant R. Taksande** , Pawan Hari, Vineet Nair, Luis Afonso

ATTACHMENT 23
In-Center Hemodialysis

- **Peripheral Artery disease and its predictors in a multiethnic population with Mild to Moderate Chronic Kidney Disease Sushant R.Taksande,** Pawan Hari, Vineet Nairm Luis Afonso

RESEARCH

- **Calcium Supplementation in Chronic Kidney Disease** Sushant Taksande; Elaine Worcester - Manuscript submitted for publication in expert opinion on drug safety

THESIS PROJECT:

- **"Quantitative genetic analysis of glucose tolerance test parameters"** in partial fulfillment of the requirements for the degree of Master of Biological Sciences.

MEDICAL INTERNSHIP WITH CLINICAL ROTATIONS:

B.Y.L. Nair Charitable Hospital, Mumbai Central, Mumbai (Bombay), India (From January 2005 to Feb 2006) *B.Y.L Nair Hospital is a 1300- bed tertiary health care center, situated in Bombay City.*

VOLUNTEER ACTIVITIES:

- **Dept. Of Exercise Biology, Wright State University, Ohio** Teaching Assistant for Clinical Exercise Physiology for Dr.R.L.Pohlman 2006-2009
- **Disaster management program (Flood Relief Camps).** Post flood disaster Mumbai July 2005. Provided medical treatment & preventive services to people in affected areas.
- **National Polio Surveillance Program (World Health Organization)** worked as a Pulse Polio inspector (PPI), surveyed/inspected the pulse polio staff activities, coordinated efforts and carried out door to door immunization.
- **Students Committee,** General Secretary T.N.Medical College, India 2005-2006

COMPUTER SKILLS:

- **Fluent with MS Word, MS PowerPoint, MS Excel**
- **Statistical Analysis Software (STATA): Basic coding**

ATTACHMENT 23
In-Center Hemodialysis
1110.230(f) - Support Services

DCC DIALYSISCARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC- Support Services 1110.230(f)

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, affirm that Dialysis Care Center Oak Lawn will maintain an open medical staff. Furthermore, I certify the facility will utilize a dialysis electronic patient data tracking system, will have available support services consisting of clinical laboratory service, blood bank, nutrition, rehabilitation, psychiatric and social services. Finally, all patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 I P 708-645-1000 I F 708-645-1001
www.DCCDialysis.com

ATTACHMENT 23
In-Center Hemodialysis
1110.230(g) – Minimum Number of Stations

This application proposes to establish 14 stations at the proposed facility site. This meets the minimum required number of stations for an ESRD facility that is to be located within a metropolitan statistical area ("MSA"). Therefore, this criterion is met.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

The facility will have an affiliation with Advocate South Shore Hospital that will allow for the provision of in-patient care and other hospital services. A copy of the agreement is enclosed and a fully executed copy of the agreement is enclosed with this attachment.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER AND
AND
Dialysis Care Center Oak Lawn

THIS AGREEMENT is entered into this 17th day of May, 2016, between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE CHRIST MEDICAL CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "ADVOCATE", and Dialysis Care Center Oak Lawn, an, Illinois dialysis center hereinafter referred to as "DIALYSIS CENTER".

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

WHEREAS, DIALYSIS CENTER is licensed under Illinois law as an acute care dialysis center;

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

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

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

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

I. TERM

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

II. TERMINATION

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

III. OBLIGATIONS OF THE PARTIES

3.1 DIALYSIS CENTER agrees:

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

a. That DIALYSIS CENTER shall refer and transfer patients to ADVOCATE for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for DIALYSIS CENTER, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact ADVOCATE's Emergency Department Nursing Coordinator, prior to transport, to verify the transport and acceptance of the emergency patient by ADVOCATE. The decision to accept the transfer of the emergency patient shall be made by ADVOCATE's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of ADVOCATE's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. DIALYSIS CENTER agrees that ADVOCATE shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at ADVOCATE. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by ADVOCATE to the Emergency Physician and Accepting Physician;

c. That DIALYSIS CENTER shall be responsible for effecting the transfer of all patients referred to ADVOCATE under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event the patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and the Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;

f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE; and

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

3.2 ADVOCATE agrees:

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

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

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

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

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

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

IV. GENERAL COVENANTS AND CONDITIONS

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

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

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

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

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

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

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

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

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

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

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

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

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

4.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.14 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

certified mail. Notices to be served on ADVOCATE shall be served at or mailed to: Advocate Christ Medical Center, 4440 West 95th Street, Oak Lawn, IL 60453, Attention: President, with a copy to Advocate Health Care, Attn: General Counsel, 3075 Highland Parkway, Downers Grove, Illinois 60515 unless otherwise instructed. Notices to be served on DIALYSIS CENTER shall be served at or mailed to: 15786 S Bell Rd., Homer Glen, IL 60491 Attn: Asim Shazzad with a copy to Dialysis are Center Oak Lawn, 9115 S Cicero Ave., Oak Law, IL 60453 unless otherwise instructed.

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

ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE CHRIST MEDICAL CENTER

BY: K W Lukhard
NAME: Kenneth Lukhard
TITLE: President

DIALYSIS CARE CENTER OAK LAWN
9115 S. Cicero Avenue
Oak Lawn, IL 60453

BY:
NAME: Asim Shazzad
TITLE: CFO, COO

ATTACHMENT 23
In-Center Hemodialysis
1110.230(i) - Relocation

This project involves the relocation of 14 stations currently approved for Dialysis Care Center Oak Lawn which is located in HSA 7 to the proposed facility site. The existing facility has met the utilization targets detailed in 77 Ill. Admin. Code Section 1100.630 for the latest 12-month period for which data is available. The Applicants are filing a Certificate of Exemption application to discontinue the facility at the existing site. The proposed relocated facility will improve access for care to the existing identified patient population.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(j)- Assurances

DCC DIALYSISCARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC-Assurances 1110.230(j)

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, hereby attest to the applicant's full anticipation that, by the end of the first year following the proposed in-center hemodialysis center's opening, the proposed facility will operate at or in excess of the utilization standards identified in 77 Illinois Admin Code Section 1110 Appendix B. Although this application is proposing a re-location of an existing facility, we are including the 12-month historical period of data of the existing facility. Furthermore, we can attest that the re-location of the facility will improve access for care to the existing patient population as described in the application.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 | P 708-645-1000 | F 708-645-1001
www.DCCDialysis.com

ATTACHMENT 33
Availability of Funds

Dialysis Care Center Oak Lawn, LLC will be funded entirely with cash and cash equivalents. Additionally, the lease for the property will be with Meridian Investment Partner, LLC. An attestation letter is included with this attachment, along with a copy of the proposed lease for the property.

ATTACHMENT 33
Availability of Funds

DCC DIALYSIS CARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC- Reasonableness of Financing Letter

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, hereby attest that the terms and conditions of the proposed debt financing associated with the establishment of Dialysis Care Center Oak Lawn are reasonable. The Applicant, Dialysis Care Center Holdings, LLC will fund the project through a combination of existing cash resources and debt related to a lease for the use of the property.

Furthermore, I certify that Dialysis Care Center Holdings, LLC maintains sufficient cash and short-term securities to fund this project and as this project will not require debt financing. The expenses associated with the lease of space will be the only debt taken related to this project.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 | **P** 708-645-1000 | **F** 708-645-1001
www.DCCDialysis.com

ATTACHMENT 33
Availability of Funds

MIP MERIDIAN INVESTMENT PARTNERS LLC
Provider of innovative office leasing

812 Campus Dr. Joliet, IL, 60435
Phone: (815) 741-6830
Fax: (815) 741-6832

LEASE AGREEMENT

PARTIES. THIS LEASE made and executed as of this **9th day of October, 2023** by and between Meridian Investment Partners as "Landlord", and **Dialysis Care Center Oak Lawn, LLC** as "Tenant", witnesses that Landlord and Tenant covenant with each other as follows:

LEASE PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord a space within the **24,000 square foot** building to be built at the **(corner of South Kilbourn Avenue and Southwest Highway) 4457 Southwest Highway, Suite 1A, Oak Lawn, IL 60453**, consisting of approximately **8,000 square feet**, hereinafter referred to as "premises", together with those appurtenances specifically granted in the lease, reserving and excepting, however, to Landlord the use of the exterior walls (other than store fronts), the roof and area beneath the premises, together with the right to install, maintain, use and replace ducts, wires, conduits and pipes leading through the premises, in locations which will not interfere with Tenant's use of the premises.

LEASED TERM. The term of this lease shall be for a period of one hundred eighty (180) months (plus the partial month, if any, immediately following the commencement of the leased term) **commencing on completion of construction which is estimated to be March, 2024. The commencement date is estimated to be in March 2024 and expiring March, 2039** (unless sooner terminated) at midnight, herein called the "leased term."

RENT. During the first year of the Lease Term, the Base Rent shall be **$32.50** per PSF (Tenant shall be responsible for the payment of any Operating Expenses). The Base Rent for the first year shall be **Two Hundred and Seventy-Four Thousand, Nine Hundred and Fifty Dollars and 00/100 cents PSF ($260,000.00).** The Base Rent will increase by 2% per PSF on each year of the Commencement Date. Base Rent for partial months shall be prorated and paid based on one-thirtieth (1/30) of monthly Base Rent per day. Amounts due Landlord hereunder other than Base Rent shall be "Additional Rent." Base Rent and Additional Rent are sometimes referred to collectively as "Rent," and shall be payable without demand, deduction or set-off. Although the Base Rent is due and payable on the first day of each calendar month, the parties hereto recognize and agree that the Base Rent accrues on a daily basis. **The payment of Rent and all additional rents, by Tenant shall commence on completion of construction which is estimated to be March, 2024. The commencement date is estimated to be in March, 2024 and expiring March, 2039.**

OPTION TO EXTEND TERM. Tenant is given the option to extend the term on all the provisions contained in this lease, (except rent) for three (3) five (5) year periods ("extended term") following the expiration of the initial term, by giving notice of exercise of the option ("option notice") to Landlord at least ninety (90) days but not more than one (1) year before the

ATTACHMENT 33
Availability of Funds

expiration of the term. Provided that, if the tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective; or if Tenant is in default on the date when the extended term is to commence, the extended term shall not commence, and this lease shall expire at the end of the initial term. Rental to be paid during the extended term shall be based upon an annual increase by 2% over the previous year lease rental amount.

CONTINUED OCCUPANCY. Tenant shall continuously and uninterruptedly, during the leased term, occupy and use the entire premises for the purpose or purposes specified herein (except during any hours when the premises may be un-tenantable by reason of fire or other casualty) subject to the provisions of this agreement. Tenant will maintain adequate personnel for the efficient service of its customers, and in general employ its best judgment, efforts and abilities to so operate the business conducted by it on the premises in a manner to enhance the reputation and attractiveness of the leased premises.

TRADE NAME. Tenant shall operate its business in the premises under the trade name of Dialysis Care Center.

ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest interest, rent and other charges due and payable hereunder.

UTILITIES. Tenant agrees to pay promptly, as the same become due and payable, all bills for all water, gas, electricity, heat, refuse pick-up, sewer service charges, and any other utilities, materials, and services furnished to or used by Tenant on or about the premises, in addition to the rents and other payments herein reserved. In no event shall Landlord be liable for interruption or failure of any utility service attributable to any cause beyond the actual acts of the Landlord.

TAXES, CAMM, AND OPERATING EXPENSES ON REAL PROPERTY. Tenant shall pay the real estate taxes levied and assessed against the building, other improvements, and land of which the premises are part. Tenant's pro rata share of this expense is **34%.**

Tenant shall pay to Landlord as additional rental each month real property tax payments based on the previous real estate tax bill. The annual escrow, in addition to rent for the first year of the lease shall be **fifteen dollars and fifty cents ($15.50) PSF ($124,000.00/yr.).** Upon receipt of the actual tax bill during the terms of this Lease, Landlord shall notify the Tenant of its exact bill, and Tenant agrees to pay to Landlord any shortage based upon the actual bill received within ten (10) days of Landlord's notice. If Tenant has paid excess funds, these monies shall be credited against further tax obligations on the part of the Tenant. Commencing with the first monthly payment due after the Landlord notifies the Tenant of its share of the last tax bill, Tenant's monthly payment for taxes shall be adjusted based on the previous year's tax bill less any credit for overage of payment of taxes in the previous year.

It is specifically understood that any special assessments levied for street improvements and/or sewer and water improvements shall be the sole responsibility of the Landlord.

PRIMARY USE OF THE PREMISES. Tenant shall use the premises for the practice of medicine specifically – Nephrology and Dialysis Services.

ATTACHMENT 33
Availability of Funds

LIMITATIONS ON USE. Tenant shall not suffer any of the following "ON USE" acts to be done or conditions to exist upon the leased premises:

(a) Tenant shall not bring or keep anything in or about the premises that will cause a cancellation of any insurance covering the building in which the premises are located. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium provided the present insurance covers a completed business establishment.

(b) Any violation of any federal, state or municipal statute or ordinance, or any regulation, order or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now exist or may hereafter provide concerning the condition, use, safety and/or occupancy of the leased premises:

(i) any violation of any Certificate of Occupancy covering or affecting the use of the leased premises or any part thereof;

(ii) any public or private nuisance;

(iii) the sale of alcoholic beverages, except as the same may be incidental to the Business which may be located on the leased premises;

(iv) the display, sale or distribution of any pornographic books, magazines, literature or other printed matter, or drug paraphernalia or sexual paraphernalia (except those commonly sold in a drug store);

(v) the showing, displaying, viewing, renting or selling of movie films which would be classified or rated as "X" rated under present or future standards or criteria for such classification and rating, and provided that insofar as movie films, whether present or future, are shown, displayed, viewed, rented or sold upon the leased premises, preference shall be given to those films which shall meet the standards and criteria presently existing for classification and rating as "G" or "PG" rated;

(vi) gambling;

(vii) the establishment or maintenance of a bawdy-house; and

(viii) any other act or condition which shall be lewd, obscene or licentious.

WASTE AND NUISANCE. Tenant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the premises) to other tenants in the building in which the premises are located. Tenant shall not use the premises for sleeping or emit any objectionable (as determined by Kane County Health Department) odors, noises or lights into the building in which the premises are located.

SANITARY CONDITION. Tenant agrees to keep the premises clean and sanitary. Tenant agrees to remove rubbish, refuse and waste and deposit same periodically in a dumpster provided by the tenant.

USE AND MAINTENANCE OF COMMON AREAS. Tenant shall, for the benefit of Tenant's employees, agents, customers and invitees, during the term of this lease, have the non-

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exclusive right to use the parking area, sidewalks, and all other areas or improvements that may be provided by the Landlord for the convenience and use of tenants renting portions of the property described in Exhibit "A" in common with all others to whom the Landlord has granted or may hereafter grant rights to use the same, subject however, to rules and regulations for the use thereof as prescribed from time to time by the Landlord. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such areas or to discourage noncustomer parking; and may do such other acts in and to any common areas in its judgment may be desirable to improve the convenience thereof The manner in which such areas and facilities shall be maintained and operated and expenditure; therefore, shall be at the sole discretion of the Landlord.

CONSTRUCTION AND MAINTENANCE OF PARKING AREA. Landlord agrees to hard surface, mark, properly drain, adequately light and landscape a parking area or areas, together with the necessary access roads, within the limits of the Commercial Center. Tenant agrees to operate, manage and maintain, during the term of this lease, all parking areas, roads and accommodation areas within the property. Tenant will keep these areas free and clear of debris and shall also be responsible for the removal of snow.

SECURITY DEPOSIT. Tenant is not required to post a security deposit.

CHANGES TO PREMISES BY TENANT. Tenant shall not make or cause to be made any major alterations, additions or improvements to the premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, or make any changes to the store front, mechanical, electrical or sprinkler systems without the prior written approval of Landlord. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

REMOVAL BY TENANT. Landlord further agrees that in the event Tenant is not granted the option to renew as set out in this lease or in the event the lease is terminated prior to the expiration of the term thereof without the Tenant being in default, Tenant may remove, at his option, improvements providing the removal of the same does not damage the premises or that the Tenant places the premises in the same condition it was in before Tenant occupied the property.

SIGNS AND OTHER ADVERTISING. Tenant shall not erect or install any exterior or interior window or door signs or advertising media or window or door lettering, or placards without Landlord's consent, which consent shall not be unreasonably withheld. Any exterior sign, which Tenant wishes to install, shall be in strict conformance with Landlord's sign criteria as to design, material, colors, location, size and style of lettering. Tenant agrees not to use any advertising media such as loudspeakers, photograph or radio broadcast in a manner to be heard outside the premises. Tenant shall not install any exterior lighting or plumbing fixtures, shade or awnings or any exterior decorations or painting, or build any fences or make any changes to the store front without Landlord's consent.

Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the premises without Landlord's consent. Tenant shall maintain the show windows and signs in a neat and clean condition.

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Tenant shall keep the display windows in the premises lighted from dusk until such reasonable time as Landlord may determine from time to time during each and every day of the terms of this lease, unless prevented by cause beyond the control of tenant.

LANDLORD 'S DUTY TO MAINTAIN AND REPAIR. Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except the interior faces thereof), downspouts, gutters and roof of the premises, and the plumbing and sewage system outside of the building of which the premises form a part (but excluding the exterior and interior of all windows, doors, plate glass and show cases and store fronts and repairs required by any casualty or act of God except as otherwise covered in Paragraph's (32 thru 39)

TENANT'S DUTY TO MAINTAIN AND REPAIR. Tenant shall at all times keep the premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closets, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacements (including reasonable periodic painting), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omission to act, Landlord may add the cost of such repairs to the next installment of rent which shall thereafter become due. Tenant agrees to maintain, at Tenant's expense, a complete service contract on all heating, ventilation and air conditioning equipment on the premises with a service company acceptable to Landlord. Tenant's obligation shall include, but not be limited to, repair, maintenance and replacement of all heating, ventilating, and air-conditioning equipment affecting the leased premises.

Tenant shall also be responsible, at Tenant's sole expense, for supplying and maintaining proper number and type of hand-held fire extinguisher(s) for the premises. Tenant shall provide, to the satisfaction of Landlord's and Tenant's insurance carriers, evidence of a contract for the supply and maintenance of said fire extinguisher(s) which provides for at least annual inspections and/or service. Tenant must produce all contracts and agreements required by this paragraph no later than ten (10) Days from the execution of the lease.

PLUMBING. The plumbing facilities shall not be used for any other purpose than that, for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be of cost to the Tenant. All plumbing facilities located within the leased premises shall be maintained, repaired and replaced by the Tenant.

DEFACEMENT OF SURFACES. Tenant, at its own expense shall repair all Interior walls, ceilings, partitions, floors, wood, stone or iron work damaged as a result of the installation and/or removal of Tenant's trade fixtures.

CHANGES REQUIRED BY LAW. Tenant shall, at its own cost and expense, promptly and properly observe and comply with (but not to the extent of making structural or extraordinary repairs, improvements and alterations not arising out of the use and occupation of

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the premises by Tenant) all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited i.e., state, municipal, county and federal governments and their departments, bureaus, boards and officials), and the Board of Fire Underwriters, and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the premises, or connected with the enjoyment thereof, except such as shall arise from the use and occupancy of a part of the building other than the premises. Tenant shall have the right to contest or review, by legal procedure or in such other manner as Tenant may deem suitable, at its own expense, any such order, direction, rule, requirement, law ordinance or regulation, and if able, may have the same canceled, removed, revoked or modified, provided that Landlord is not subjected to criminal prosecution as a result thereof and that Landlord's title to the premises is not subjected to forfeiture as a result thereof, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any civil liability as a result thereof Such proceedings shall be conducted promptly, and shall include, if Tenant so decides, appropriate appeals. Whenever any such requirements become absolute after a contest, Tenant shall diligently comply with the same or so much thereof as shall have become absolute. Landlord agrees that any violations hereunder caused by items, which are the Landlord's responsibility to install and/or provide, shall be repaired at the Landlord's sole expense.

LIENS. Tenant agrees to pay, when due, all sums of money that may become due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Tenant in, upon or about the premises and which may be secured by any mechanic's, material man's or other lien against the premises and/or Landlord's interest therein, and will cause each such lien to be discharged and released at the time the performance or any obligations secured by any such lien matures and becomes due; provided, however, that if Tenant desires to contest any such lien, it may do so by posting with the Landlord, in cash or other security agreement with the Landlord, a sum equal to 125%of the amount of the lien filed, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for enforcement thereof is not promptly stayed of if so stayed and said stay thereafter expires, then and in any such event Tenant shall pay and discharge said judgment forthwith, and if not paid within ten (10) days and the lien so removed, Landlord shall have the right to pay said lien out of the monies posted with the Landlord and have said lien released for the protection of the Landlord. Landlord shall have the right to post and maintain on the premises such notices of non-responsibility as are provided for under the mechanics' lien law of the State of **Illinois**. It is fully understood that Tenant shall not be in default under this section of the lease for failure to discharge any lien unless said lien is provided in a court Action and the court enter a final decision in favor of the lien or, provided the Tenant has posted the funds as required under this paragraph.

LIABILITY INSURANCE. Tenant agrees, at its own expense, to maintain in full force during the leased term a policy or policies of comprehensive liability insurance and property damage, written by one or more responsible insurance companies licensed to do business in **Illinois** which will insure Tenant and Landlord (and such other persons, firms, or corporations as are designated by Landlord) against liability for injury to persons and/or property and death of any person or persons occurring in or about the premises. Each such policy shall be approved as to form and insurance company by Landlord. The liability under such insurance company shall not be less than $3,000,000.00 for any one person injured or killed, and not less than $1,000,000.00 for any one accident and not less than $500,000.00 property damage, or such

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additional sums as may hereinafter be required by the State of **Illinois**. Tenant shall also maintain and keep in force plate glass insurance coverage on all exterior plate glass in the premises. Tenant shall provide Landlord with copies or certificates of all said policies including an endorsement which states that such insurance shall not be canceled except after thirty (30) days' notice in writing to Landlord. Should Tenant fail to comply with this paragraph, Landlord shall have the right to obtain said insurance and pay the premiums therefore, and in such event the entire amount of such premium shall be immediately paid by Tenant to Landlord.

REAL AND PERSONAL PROPERTY INSURANCE. Tenant agrees that it will maintain in force and pay for a policy or policies of casualty insurance insuring the property for its full replacement value which shall be determined by Landlord on an annual basis. The Landlord shall be named as an additional insured on said policy and shall remain as an additional insured for so long as this Lease or any extensions thereto remain in full force and effect. In addition, the Tenant shall insure the replacement value of any and all personal property within the improvements on the real estate that are the property of the Landlord. The proceeds of this insurance policy shall be used for the repair and/or replacement of the permanent improvements, building, Fixtures and equipment so insured. Landlord, may at its option, obtains the above set forth insurance and require the tenant to reimburse the Landlord within 7 days of the date that Landlord prepared the bill to the Tenant.

INDEMNITY. Tenant shall hold Landlord harmless for all claims arising out of any damage to any person or property occurring in, on or about the premises and the building in which the premises are located which is the direct result of the Tenant's negligence. Tenant's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

WAIVER. The parties release each other, and their authorized representatives, from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and the :fixtures, personal property, Tenant's improvements and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease, unless it is shown that the insurance obtained was not in accordance with the requirements under this lease.

DAMAGE OR DESTRUCTION: LANDLORD TO REBUILD. In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance as to become partially or totally un tenantable, the same shall be repaired as speedily as possible at the expense of Landlord, unless Landlord shall elect not to rebuild as hereinafter provided, and (should there be a substantial interference with Tenant's business) proportionate part of the fixed rent shall be abated until so repaired. If the premises become totally un-tenantable, rent shall completely abate until the repairs are made. The Tenant shall make the determination of whether the property is tenantable.

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OPTION TO TERMINATE. If more than fifty percent (50%) of the building in which the premises are located shall be destroyed or so damaged by fire, or other casualty insurable under full standard extended risk insurance, as to become wholly un tenantable, or if the building in which the premises are located is destroyed to the extent of not less that thirty-three and one-third percent (33 1/3%) of the replacement cost thereof, or in the event the premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then in any such event, Landlord may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or may give notice in writing terminating this lease as of a date not later than thirty (30) days after any such damage or destruction. If Landlord elects to repair or rebuild said building, it shall, within thirty (30) days after such injury, give Tenant notice of its intention to repair and then proceed with reasonable speed to make such repairs. The Landlord must have the repairs substantially completed within six (6) months from the date of notice to Tenant, or Tenant may elect to terminate this lease. Unless Landlord elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

DAMAGE LANDLORD NOT LIABLE FOR. Landlord shall not be liable to Tenant or to any other person whatsoever for any damage (unless caused by Landlord's negligence) occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste or other pipes in or about the premises of the building in the Commercial Center of which they are a part of, nor for any damage occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise or for any damage arising from any acts or neglect of co-tenants or other occupants of the Commercial Center or of adjacent property, or the public, nor shall Landlord be liable in damages or otherwise (unless caused by Landlord's negligence) for any failure to furnish, or interruption of service of any water, gas, electricity, heated water, steam and/or chilled water, caused by fire, accident, riot, strike, labor disputes, acts of God, or the making of any repairs or improvements or other causes beyond the control of the Landlord.

DAMAGE ARISING FROM TENANT'S NEGLIGENCE. Tenant agrees to indemnify and save Landlord harmless from and against any act, omission or negligence of Tenant or its contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring in, on or about the premises or any part thereof, the sidewalks adjoining the same and any loading dock used exclusively by Tenant and from and against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, only if said claim or cause of action is caused by the negligence of Tenant.

ENTIRE OR SUBSTANTIAL TAKING. If title to all of the premises or so much thereof shall be taken by any public or quasi-public use under any statute or by right of eminent domain, or by private purchase thereof, so that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the premises are leased, this lease shall terminate as of the date that possession of said premises, or part thereof, be taken.

PARTIAL TAKING. If any part of the premises shall be so taken and the remaining part thereof (after reconstruction of the then existing building in which the premises are located) is

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reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the premises are leased as shall be reasonably determined by the Tenant, this lease shall, as to the part so taken, terminate as of the date that possession of such part of said premises be so taken and the fixed rent and other such obligations of the Tenant which are based on the percent of space occupied by the Tenant, shall be reduced in the same proportion that the. floor area of the portion of the premises so taken (Less any additions thereto by reason of any reconstruction) bears to the original floor area of the premises, and Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit and the remaining premises a complete merchandising unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this paragraph unless Tenant is forced to close the premises during the time of restoration, in which case rent shall abate.

DISPOSITION OF PROCEEDS. All compensation awarded or paid upon such a total or partial taking of the fee of the premises shall belong to and be the property of Landlord, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or to the fee; provided, however, that Tenant shall be entitled to any award made to Tenant for loss of business, value of leasehold improvements, moving costs, depreciation to, and cost of removal of stock and fixtures. Any award made for the value of the leasehold estate less the rental due for the corresponding period of time shall be the property of the Tenant.

FURTHER ASSURANCE. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions hereof.

LEASE SUBORDINATION. Tenant agrees that this lease shall be subordinate to any mortgages or trust deeds that are now or may hereafter be placed upon said premises and to any and all advances made or to be made there under, and to the interest thereon and all renewals, replacements and extensions thereof, provided the mortgagee or beneficiary named in said mortgages or trust deeds shall agree to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. If any mortgagee or beneficiary elects to have this lease superior to its mortgage or trust deed by notice to Tenant, then this lease shall be deemed superior to the lien of any such mortgage or trust deed, whether this lease is dated or recorded before or after said mortgage or trust deed. Should Tenant be notified by any mortgagee or trustee, pursuant to a rent assignment or otherwise, to pay rent directly to the mortgagee or trustee, said payment made to the mortgagee or trustee shall be considered satisfaction of the payment requirement under the terms of this lease and Tenant shall not be in default there under.

ESTOPPEL CERTIFICATES. Tenant agrees that immediately prior to or just after opening the premises for business, and from time to time upon the request by the Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying (except where indicated otherwise) that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and confirming Tenant's acceptance of the premises, the commencement of the lease term, and the rent provided under the lease, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or assignee of any mortgagee of the premises or the Commercial Center.

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ATTORNMENT. Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the leased premises, at tom to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

VOLUNTARY ASSIGNMENT. Tenant shall not assign this lease or any interest herein (and in the event there is more than one Tenant, no Tenant shall assign its interest to any other Tenant or Tenants), or mortgage or hypothecate this lease or any interest herein, or permit the use of the premises by any person or persons other than Tenant, or sublet the premises in whole or in part, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant understands that if consent to the assignment is obtained, Tenant shall remain liable for performance of the Lease during the entire term thereof. In lieu of accepting an assignment, if said sub-tenant is acceptable to the Landlord, Landlord reserves the right to accept the sub-tenant and release the original Tenant from any liability under the terms of the Lease, or enter into a new Lease with the sub-tenant thereby releasing the original Tenant under this Lease. In both instances, all rentals to be paid under the Lease as of the date of the assignment shall be due and owing to the Landlord.

Consent to any of the foregoing inhibited acts shall apply only in the given instance, and a further like act by Tenant or its assignee or sub lessee shall require a further prior written consent of Landlord, which consent shall not be unreasonably withheld. If Tenant is a corporation, the issuance or transfer of any of the shares of stock of said corporation which results in a change in the ownership of (i) the voting control and/or (ii) the majority of the issued and outstanding stock of said corporation, as compared with such ownership on the date of this lease, shall be deemed to be an assignment prohibited hereby.

Any one or more of the foregoing inhibited acts, without Landlord's prior written consent, shall be void and shall, at the option of the Landlord, terminate this Lease.

If Tenant shall purport to assign this lease, or sublet all or any portion of the premises, or permit any person or persons other than Tenant to occupy the premises, Landlord may collect rent from the person or persons then or thereafter occupying the premises, and apply the net amount collected to the rent reserved herein, but no such collection shall be deemed a waiver of paragraph 45 hereof: or the acceptance as Tenant of any such purported assignee, subtenant or occupant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained.

INVOLUNTARY ASSIGNMENTS. No interest of Tenant in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner becomes bankrupt or insolvent or makes an assignment for the benefit of creditors;

(b) If a writ of attachment or execution is levied on this lease;

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(c) It: in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the premises.

(d) An involuntary assignment shall constitute default by Tenant and Landlord shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant.

SUCCESSORS AND ASSIGNS. Subject to Paragraphs 43 and 44, the terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant only if Landlord consents to the assignment of this lease. In the event Landlord does not agree to an assignment, this lease shall be terminated with no further liability on the estate of the Tenant.

REMEDIES FOR DEFAULT. Should Tenant's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law (except as permitted by Paragraphs 43 thru 45), including, without limitation, the filing of a petition by or against Tenant, or any member of Tenant if Tenant be a partnership or joint venture, under any insolvency or bankruptcy act, or should Tenant make a general or any assignment for the benefit of its creditors, or should Tenant fail to (i) make any payment punctually when due, of any sum due under this lease, or (ii) perform any other term, covenant, or condition herein promptly when such performance is due, then, in any of which events, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the premises and eject all persons there from, using all necessary force to do so, and either (i) declare this lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash reasonable rental value of the premises for the balance of said term, (ii) without terminating this lease, may re let the premises, or any part thereof: as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the rents received on such re letting shall be applied first to the expense of such re letting and collection, including necessary renovation and alterations of the premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (iii) declare this Lease in default and declare the balances of all monies hereunder, including these for the Balance of the term of this Lease, due and owing and maintain an action for such amount. Notwithstanding language in this paragraph to the contrary, it is agreed that any re-entry on the part of the Landlord shall only be in conformance with the statutes of the State of **Illinois** which govern forcible entry and detainer and other statutes which would affect Tenant's rights.

Any such re-entry shall be allowed by Tenant without let or hindrance, and Landlord.

They shall not be liable for damages for any such re-entry or guilty of trespass or forcible entry provided said re-entry is made in compliance with **Illinois** statutes.

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No re-entry and taking of possession of the premises by Landlord shall be construed as an election on Landlord's part to terminate this lease regardless of the extent of renovations and alteration by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any re letting without termination, Landlord may, at any time thereafter, elect to terminate this lease for such previous breach.

No act or conduct of Landlord, whether consisting of the acceptance of the keys to the premises or otherwise, shall constitute an acceptance of the surrender of the premises by Tenant prior to the expiration of the term of this lease, and surrender shall occur only upon the execution by Landlord of a written acceptance thereof

For the purpose of this paragraph, it shall be deemed that the percentage rent for any period after any such default and entry by Landlord would have been at a monthly rate thereafter equal to the rate of percentage rent which Tenant was obligated to pay Landlord during the next preceding year, except that if such event shall occur during the first such year, then at the rate for the then elapsed portion of the leased term.

For the purpose of this paragraph, no default shall be deemed to have occurred until said violation or breach has existed for fifteen (15) days and Tenant shall have fifteen (15) days from written notice of violation or breach to cure same before legal action can be commenced.

ATTORNEYS' FEES AND COSTS. In the event of the bringing of any action by either party hereto as against the other hereon or hereunder, or by reason of the breach of any covenant or condition on the part of the other party, or arising out of this lease, then and in that event the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other actual costs incurred and reasonable attorneys' fees to be fixed by the court wherein such judgment shall be entered.

APPOINTMENT OF RECEIVER. Should a receiver be appointed in any action by Landlord against Tenant, the receiver may take possession of any personal property belonging to Tenant and used in the business being conducted on the premises and Tenant agrees that the entry or possession by such a receiver shall not constitute an eviction of Tenant from the premises or any portion thereof Tenant agrees to indemnify and hold Landlord harmless from any. Liability arising out of the entry by such receiver and the taking of possession of the premises and/or personal property if said liability arises out of negligence on the part of the Tenant. Neither the application for the appointment of such receiver, nor the appointment itself: shall constitute an election on Landlord's part to terminate this lease, unless a written notice of such election is given by Landlord to Tenant.

LANDLORD MAY CURE DEFAULT. In the event of any breach hereunder by Tenant, Landlord may, upon fifteen (15) days written notice and failure on the part of Tenant to correct said breach, cure such breach for the account and at the expense of the Tenant If said breach causes an emergency, Landlord may cure said breach immediately without notice. If Landlord at any time, by reason of such breach, is compelled to pay or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights hereunder or otherwise, the sum or sums so paid by Landlord, with all interest, costs and damages, shall be deemed to be additional rent hereunder, and the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the

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sum is paid, and if paid by Tenant at a later date shall bear interest at eighteen percent (18%) per annum or two percent (2%) over the current prime interest rate, whichever is lesser, from the date the sum is paid by Landlord until the date Landlord is reimbursed by Tenant. This paragraph is subject to the provisions of Paragraph 47 in that if the Landlord's action is unsuccessful or the Landlord is responsible in any suit brought to enforce this lease, Landlord shall be required to pay costs and damages as well as reasonable attorney's fees as indicated in this section of the lease.

INTEREST ON DELINQUENT RENT OR CHARGES. In the event Tenant fails to pay when due any rent, charges or other sums due pursuant to the terms of this lease, Tenant shall pay Landlord interest on said rent, charges or other sums at the rate of eighteen per cent (18%) per annum or two percent (2%) over the current prime interest rate (calculated monthly), whichever is greater, from ten (10) days after the date said amount is due until the date it is paid in full.

NOTICE OF DEFAULT. Excepting only the time of payment of all rentals and other sums payable by Tenant to Landlord hereunder, time of payment thereof being of the essence, no suit or other proceeding shall be commenced by either Landlord or Tenant against the other for default or breach of any covenant or condition of this lease, unless or until the party claiming the default or breach on the part of the other shall serve upon the other written notice specifying with particularity wherein said default or breach is alleged to exist, and the other party shall. Fail to perform or observe said covenant or condition, or otherwise fail to remedy and cure said default or breach, within fifteen (15) Days after service upon such party of said notice.

LANDLORD'S LIEN. In the event Tenant becomes in default of this lease, the Landlord may hold all of Tenant's merchandise, trade fixtures and other personal property in the demised premises as security for the payment of rents due and thereafter becoming due during the residue of the term of this lease. Landlord may remove such property from the demised premises and store it in a public warehouse or elsewhere at Tenant's expense only after court approval and with the proper posting of bond. It is understood that all merchandise, trade fixtures and other personal property are subject to prior rights or claims of lien holders, creditors or pledges of the Tenant.

SECURITY DEPOSIT. Landlord, at this time, is not requesting a security deposit upon the execution of this lease.

ACCESS BY LANDLORD. Upon prior notice to Tenant, Landlord or Landlord's agent shall have the right to enter the premises at all reasonable times to examine the premises or to show them to prospective purchasers or mortgagees of the building and to make such repairs, additions, alterations or improvements as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the premises that may be required without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, unless said repairs, additions, alterations or improvements cause the demised premises to become un tenantable, in which case rent shall abate as provided elsewhere herein. During the three (3) months prior to the expiration of the term of this lease or any renewal term or anytime Tenant is in default, Landlord may exhibit the premises to prospective tenants and place upon the premises the usual notices "To Let" or "For Rent", which notices Tenant shall permit to remain thereon

ATTACHMENT 33
Availability of Funds

without molestation providing said notice is placed in a location which will not interfere with the Tenant's use of the premises. Said notice or sign shall be of such a size that the Tenant shall still be able to have the use of the leased premises without undue interference by the Landlord.

ABANDONMENT. Except as provided in this lease, Tenant shall not vacate or abandon the premises at any time during the term of this lease. If Tenant should violate this prohibition or be dispossessed of the premises involuntarily or by operation of law or otherwise, unless notified otherwise to the contrary by the Tenant, any personal property belonging to the Tenant and left on the premises shall be deemed to have been abandoned, and at Landlord's option, Landlord may store such property in Tenant's name and at Tenant's expense subject to the terms and conditions previously set out as to the Landlord's right of re-entry, which must be pursuant to **Illinois** law.

HOLD OVER AND SURRENDER. If Tenant should remain in possession of the premises after the expiration of the leased term and without executing a new lease, then such holding over shall be construed as a tenancy by sufferance, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to month-to-month tenancy, with monthly rental during holdover period set at 150% of the total monthly rental due including additional charges above the base rent as provided herein.

On the last day or sooner termination of the lease term, Tenant shall quit and surrender the premises broom cleaner, in good condition and repair (reasonable wear and tear and damage acts of God excepted) together with all alterations, additions and improvements which may have been made in, to or on the premises, except movable furniture or trade fixtures put in at the expense of Tenant. If the premises are not surrendered at the end of the leased term, Tenant shall indemnify Landlord against loss or Liability resulting from delay by Tenant in so surrendering the premises, including, without limitation, any claims made by any succeeding tenant

LANDLORD'S RIGHT TO SELL TENANT'S PROPERTY. Any property of Tenant which has been abandoned by Tenant or deemed to have been abandoned to Tenant under the provisions hereof and left on the premises shall be dealt with by Landlord as hereinabove provided or Landlord may sell all or any portion of such property of Tenant at public or private sale and with or without notice as Landlord shall elect, for such price as Landlord may reasonably obtain. The proceeds thereof shall be applied in payment of amounts due Landlord from Tenant hereunder and unpaid at that time and in payment of any and all expenses incurred by Landlord incident to the removal and sale of such abandoned property. The taking of said property must been done pursuant to applicable **Illinois** law.

WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval. By Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The subsequent acceptance of rent hereunder by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent No waiver shall be effective unless it is in writing and signed by the Landlord.

ATTACHMENT 33
Availability of Funds

NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, by personal service, or, if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Tenant at: Dialysis Care Center Oak Lawn, LLC
4457 Southwest Highway, Suite 1A
Oak Lawn, IL 60453

With a copy to: Dialysis Care Center – Corporate Office
15801 S. Bell Rd.
Homer Glen, IL 60491

Or the same shall be addressed to the last known post office address of Tenant or to the premises. If there is more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

To Landlord at: Meridian Investment Partners, LLC
812 Campus Drive
Joliet, IL 60435

Or at such other place as Landlord may from time to time designate by notice to Tenant.

TENANT'S NOTICE OBLIGATION. Tenant shall give immediate notice to Landlord in case of fire or other physical damage or accidents in the premises or the building in which the premises are located or in areas adjacent to the premises. Tenant shall also give immediate notice to Landlord of any defects in the premises, in the building in which the premises are located, or in areas adjacent to the premises, and in any fixtures or equipment supplied or for which Landlord is responsible.

GOVERNING LAW. The lease shall be governed by and construed in accordance with the applicable laws of the State of **Illinois.**

COMPLETE AGREEMENT. This lease and the Exhibits and Addend if any, attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions and understandings between them other than as contained herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties.

COVENANTS AND CONDITIONS. Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition, conferring upon Landlord and/or Tenant, in the event of any breach of any such term or condition, the right to terminate this lease.

CONSTRUCTION. Whenever the singular number is used in this lease and when

ATTACHMENT 33
Availability of Funds

required by context, the same includes the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, joint venture, firm or association. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The marginal headings or titles to the paragraphs of this lease are not a part of this lease and shall not have effect upon the construction or interpretation of any part thereof Time is and shall be of the essence of each term and provision of this lease. Except as otherwise expressly stated, each payment provided to be made by Tenant shall be in addition to and not in substitution for the other payments to be made by Tenant.

SEVERABILITY. The unenforceability, invalidity or illegality of any provision shall not render the other provisions of this lease unenforceable, invalid or illegal.

QUIET ENJOYMENT. Landlord covenants and agrees that if Tenant pays the fixed minimum and percentage rental and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the demised premises as shall be taken under the power of eminent domain.

RECORDING. Tenant shall not record this lease without the written consent of the Landlord. Upon expiration or termination of this lease, Tenant shall, upon request of Landlord, promptly execute, acknowledge and deliver to Landlord a quit-claim deed pertaining to the Commercial Center. Tenant may record a short form memorandum of this lease setting out only the lease term of said lease and not disclosing any other details.

MORTGAGEE PROTECTION CLAUSE. As a condition for arranging for the mortgage loan, the Landlord may agree to the following provisions, which are hereby incorporated as a part of this Lease Agreement. If Tenant has been notified of assignment of rents and leases of this lease and of the addresses of the mortgagees and trust deed holders, and if at any time Tenant provides a Notice of Default to the Landlord, Tenant is obligated to send a copy of such notice of default by registered mail to the mortgagees and trust deed holders. If Landlord fails to cure such default within the time provided in this lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default, (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this lease shall not be terminated while such remedies are being so diligently pursued.

Notwithstanding any language contained in this paragraph, it is understood that emergency repairs outlined elsewhere in this lease shall be made by the Landlord immediately, and if not made within twenty-four (24) hours, Tenant shall have the right to make said repairs and deduct the cost thereof from the rent due. Further, that if Tenant is deprived of the leased premises during the time of default in accordance with this paragraph, Tenant's rent shall abate in accordance with the terms as set out elsewhere in this lease.

ATTACHMENT 33
Availability of Funds

TENANT'S OBLIGATION TO MAKE CHANGES IF NECESSARY FOR FINANCING. Tenant agrees to cooperate with the Landlord with regards to any changes required in this Lease prompted by or resulting from conditions set forth by Landlord's mortgagee so as to enable Landlord to secure financing, provided that said changes do not alter, modify or materially change the business bargain as set out in this Lease, including Tenant's costs, rights, remedies and recoveries as herein negotiated. The right to determine as to whether the changes required shall materially affect the Tenant's rights shall be at the sole discretion of the Tenant, and Tenant shall not be obligated to make any changes which, in Tenant's opinion, are in violation of the above criteria.

EFFECT OR CONVEYANCE. In the event that during the term of this lease Landlord shall sell its interest in the premises, then from and after the effective date of such sale, Landlord shall be released and discharged from any and all further obligations and responsibilities under this lease except those already accrued, provided purchaser shall acknowledge personal responsibility for the security deposit paid under this lease and shall personally assume all the obligations of the landlord under this lease.

BROKERS. Tenant warrants that Tenant has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this lease and agrees to pay and to hold Landlord harmless from any cost, expense, or liability for any compensation; commissions or charges claimed by any other realtor, broker, or agent with respect to this lease and/or the negotiation thereof.

[Signature Page Follows]

ATTACHMENT 33
Availability of Funds

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

ATTEST:

____

LANDLORD:
Meridian Investment Partners

____
Meridian Investment Partners

Printed Name ____________________
Date ____________________

ATTEST:

____

TENANT:

____
Dialysis Care Center Oak Lawn, LLC

Printed Name ____________________
Date ____________________

ATTACHMENT 34
Financial Waiver

The proposed project is being funded entirely through cash and cash equivalents, thereby meeting the criteria for the financial waiver provided in 77 Ill. Admin. Code Section 1120.130. The most recent audited financial statement for Dialysis Care Center Holdings, LLC has been submitted to the Board under separate cover for review.

ATTACHMENT 36
Economic Feasibility

The proposed project meets the state standards for reasonableness based on the cost per square foot for the modernization of existing office space to house an ESRD facility with 14 in-center hemodialysis stations.

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	$229.09	-	5,500	-	-	-	$1,260,000	-	$1,260,000
Contingency	$22.72	-	5,500	-	-	-	$125,000	-	$125,000
TOTALS	$251.81	-	5,500	-	-	-	$1,435,000	-	$1,385,000
* Include the percentage (%) of space for circulation									

Pursuant to Illinois Admin. Code Section 1120.Appendix A (a)(3) a project's costs must be at or below the RS Means for the new Construction of an ASTC. This project is slated to be completed by July 1, 2025, and the applicable RS Means standard is $342.12 per GSF. The proposed cost per GSF for this project is $251.81, and thus this project meets the Board's criteria.

ATTACHMENT 36
Economic Feasibility

The proposed lease for the facility will be for a period of 10 years and has an initial annual cost of $260,000 and each year the rent will escalate by 2%.

Lease Year	Annual Cost
Year 1	$260,000
Year 2	$265,200
Year 3	$270,504
Year 4	$275,914
Year 5	$281,432
Year 6	$287,061
Year 7	$292,802
Year 8	$298,658
Year 9	$304,631
Year 10	$310,724
	$2,846,927

ATTACHMENT 36
Economic Feasibility

Proforma

Total Patients in Year 1 of Operation

Revenue	Total
Commercial	$1,500,206
Medicare	$882,090
Medicare Advantage	$1,121,428
Medicaid	$26,620
Medicaid Risk	$294,030
Total Current Revenue	$3,824,374
Doubtful Debt Expense	-$191,219
Total Net Revenue	$3,633,155
Operating Expenses	
Personnel Costs	$1,462,238
Medical Supplies	$553,067
Fixed Expenses	$272,468
Other Expenses	$504,448
	$2,792,221
Net Operating Income	$840,935
Net Operating Income EBITDA	$885,167
Net Revenue Per Treatment	$338
Total Operating Cost Per Treatment	$260

ATTACHMENT 37
Safety Net Impact Statement

The project will not have a material impact, on essential safety net services in the community, *including the impact on racial and health care disparities in the community*, to the extent that it is feasible for an applicant to have such knowledge. Dialysis Care Center Oak Lawn is committed to providing ESRD services to all patients with or without insurance and to patients without regard to their ability to pay for services. It will be Dialysis Care Center Oak Lawn's policy to not refuse any patients who require immediate service. Furthermore, Illinois Medicaid patients will not be denied services.

The Applicant facility will relocate operations within 1 miles of the current facility, and thus there will be no adverse material impact on the essential safety net services that it provides. Additionally, the relocation of its facility will not impact existing providers.

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**.

The project should not have any impact on the ability of another provider or health care system to cross subsidize safety net services.

3**. How the discontinuation of a facility or service might impact the remaining safety net providers in each community, if reasonably known by the applicant.**

The relocation of the facility will not impact remaining safety net providers as the licensee proposes to relocate less than a mile away.

ATTACHMENT 37
Safety Net Impact Statement

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	**2020**	**2021**	**2022**
Inpatient	-	-	-
Outpatient	0	0	0
Total	**0**	**0**	**0**
Charity (cost in dollars)			
Inpatient	-	-	-
Outpatient	$0	$0	$0
Total	**$0**	**$0**	**$0**
MEDICAID			
Medicaid (# of patients)	**2020**	**2021**	**2022**
Inpatient	-	-	-
Outpatient	12	18	12
Total	12	18	12
Medicaid (revenue)			
Inpatient	-	-	-
Outpatient	$240,398	$381,756	$335,947
Total	$240,398	$381,756	$335,947

ATTACHMENT 38
Charity Care Information

It is the express policy of Dialysis Care Center Oak Lawn to provide services to all patients regardless of race, color, national origin, gender identification, sexual orientation, or other personal identifying characteristics.

Dialysis Care Center Oak Lawn is committed to providing ESRD services to all patients with or without insurance and to patients without regard to the ability to pay for services. It will be Dialysis Care Center Oak Lawn's policy to not refuse any patients who require immediate services.

Dialysis Care Center Oak Lawn will participate in the American Kidney Fund to assist patients with insurance premiums, and this results in no cost to the patient. Additionally, the Dialysis Care Center Holdings organization is active in the community and provides charitable donations to many organizations including the National Kidney Foundation of Illinois.

Please find included with this attachment the proposed facility's Admission Policy and Charity Policy.

Dialysis Care Center Oak Lawn - CHARITY CARE			
	2020	**2021**	**2022**
Net Patient Revenue	**$3,266,336**	**$3,466,740**	**$3,629,975**
Amount of Charity Care (charges)	$0	$0	$0
Cost of Charity Care	$0	$0	$0

ATTACHMENT 39
Flood Plain Requirements Letter

DCC DIALYSIS CARE CENTER
PARENT COMPANY OF HOME DIALYSIS SERVICES
LEADING WITH CARE

January 10, 2024

John P. Kniery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Dialysis Care Center Oak Lawn, LLC- Flood Plain Letter

Dear Mr. Kniery:

As representative of Dialysis Care Center Oak Lawn, LLC and Dialysis Care Center Holdings, LLC, I, Asim M. Shazzad, affirm that the proposed site for the relocation of the facility complies with the Illinois Executive Order #2005-5. The facility will be located at 4225 Southwest Highway, Oak Lawn 60453 and it is not located in a flood plain. Enclosed as evidence, please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

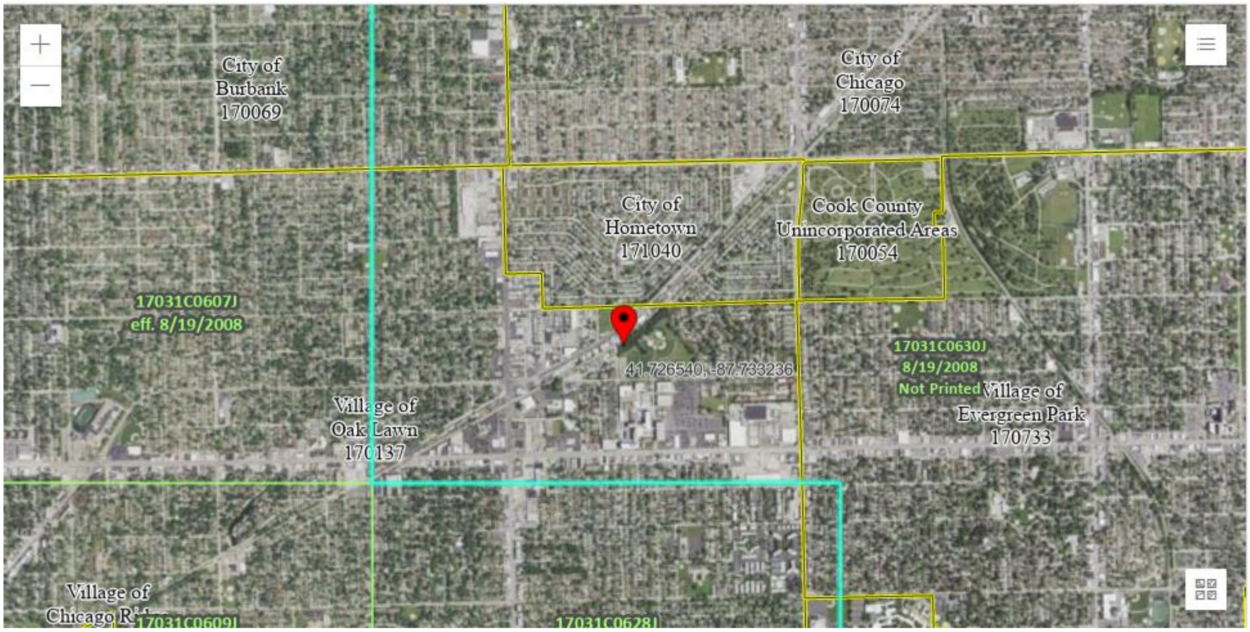
Asim M. Shazzad
Chief Operating Officer
Dialysis Care Center Holdings, LLC

Corporate Headquarter
15801 S. Bell Road, Homer Glen, IL 60491 | P 708-645-1000 | F 708-645-1001
www.DCCDialysis.com

ATTACHMENT 39
Flood Plain Requirements Letter

FLOOD PLAIN MAP

4425 Southwest Highway, Suite 1A, Oak Lawn, IL 60453



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

INDEX OF ATTACHMENTS