

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

26-016
RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

MAR 30 2026

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name: Fresenius Medical Care of Antioch			
Street Address: 311 W. Depot Street, Suite H			
City and Zip Code: Antioch, 60002			
County: Lake	Health Service Area: 8	Health Planning Area:	

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

Exact Legal Name: Fresenius Medical Care Lake County, LLC	
Street Address: 920 Winter Street	
City and Zip Code: Waltham, MA 02451	
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of President:	Cassie Mclean
President Street Address:	920 Winter Street
President City and Zip Code:	Waltham, MA 02451
President telephone Number:	800-662-1237

Type of Ownership of Applicants

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

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

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

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

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

Type of Ownership of Applicant(s)

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name:	Lori Wright
Title:	Senior CON Specialist
Company Name:	Fresenius Medical Care North America
Address:	3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number:	800-662-1237
E-mail Address:	lori.wright@freseniusmedicalcare.com
Fax Number:	630-960-6812

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

Name:	Abbie Morrison
Title:	Regional Vice President
Company Name:	Fresenius Medical Care North America
Address:	3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number:	630-235-5262
E-mail Address:	abbie.morrison@freseniusmedicalcare.com
Fax Number:	630-960-6812

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:	Lori Wright
Title:	Senior CON Specialist
Company Name:	Fresenius Medical Care North America
Address:	3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number:	800-662-1237
E-mail Address:	lori.wright@freseniusmedicalcare.com
Fax Number:	630-960-6812

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Depot Station Development, LLC

Address of Site Owner: P.O. Box 815, Antioch, IL 60002

Street Address or Legal Description of the Site: 311 W Depot Street, Ste. H, Antioch, IL 60006

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

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

Operating Identity/Licensee

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

Exact Legal Name: Fresenius Medical Care Lake County, LLC

Address: 920 Winter Street, Waltham, MA 02451

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

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

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

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Not Applicable - Discontinuation

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.]

Not Applicable - Discontinuation

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

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification :

- ☒ Substantive
☐ Non-substantive

2. Narrative Description

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

Fresenius Medical Care Lake County, LLC plans to discontinue its 12-station ESRD facility, Fresenius Medical Care of Antioch, located at 311 W. Depot Street, Suite H, Antioch. Antioch is in Lake County and HSA 8.

It is expected that the facility will discontinue operations on April 30, 2026, pending Board approval.

This project is considered substantive under 77 Ill. Adm. Code 1110.20(c)(1)(B)(ii) as it entails the discontinuation of a health care facility.

Project Costs and Sources of Funds

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

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

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No

Purchase Price: \$ _____

Fair Market Value: \$ _____

The project involves the establishment of a new facility or a new category of service

☐ Yes ☒ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is \$ N/A.

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): April 30, 2026

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): **Not Applicable - Discontinuation**

☐ 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**Not Applicable - Discontinuation**

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]

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

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

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

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

This Application is filed on behalf of Fresenius Medical Care Lake County, 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.

Abbie Morrison

SIGNATURE

Abbie Morrison
PRINTED NAME

Regional Vice President
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 24 day of March, 2026

Veronica B. Pena
Signature of Notary



*I use the EXACT name of the applicant

Arlene Abello Mejia

SIGNATURE

Arlene Abello Mejia
PRINTED NAME

Director of Operations
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 24 day of March, 2026

Veronica B. Pena
Signature of Notary



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

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

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

Bryan Mello

SIGNATURE

Bryan Mello

PRINTED NAME

VP and Asst. Treasurer

PRINTED TITLE

Domenic Gaeta

SIGNATURE

Domenic Gaeta

PRINTED NAME

VP and Asst. Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 18th day of March 2020

Notarization:

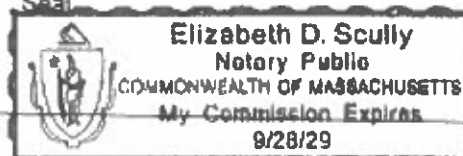
Subscribed and sworn to before me
this ____ day of ____

Elizabeth D. Scully
Signature of Notary

Seal

Signature of Notary

Seal



*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility or the discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project MUST** be addressed. **A copy of the Notices listed in Item 7 below MUST be submitted with this Application for Discontinuation** <https://www.ilga.gov/legislation/ilcs/documents/002039600K8.7.htm>

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that are to be discontinued.
2. Identify all the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.
7. **For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.**
8. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the **geographic service area**.

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

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

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

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A 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)

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 X. SAFETY NET IMPACT STATEMENT

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]:

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 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 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients) (Self-Pay)	2022	2023	2024
Out-patient Only	130	132	198
Total	130	132	198
Charity (cost in dollars) (Self-Pay)	\$3,153,383	\$2,571,644	\$2,990,651
MEDICAID			
Medicaid (# of patients)	2022	2023	2024
Out-patient Only	232	336	260
Total	232	336	260
Medicaid (revenue)	\$4,815,408	\$7,833,049	\$6,010,144
Total	\$7,968,791	\$10,404,693	\$9,000,795
*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay. Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.			

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance. Below is a breakdown of the Medicaid Risk patients and revenues.

- 2022 – 3,310 patients with revenues of \$105,805,388
- 2023 – 3,589 patients with revenues of \$116,149,669
- 2024 – 1,189 patients with revenues of \$34,924,420

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

SECTION X. CHARITY CARE INFORMATION

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

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

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

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

ILLINOIS CHARITY CARE (SELF-PAY)*			
	2022	2023	2024
Net Patient Revenue	\$414,538,828	\$406,315,992	\$453,628,046
Amount of Charity Care (charges)	\$3,153,383	\$2,571,644	\$2,990,651
Cost of Charity Care	\$3,153,383	\$2,571,644	\$2,990,651
*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay balances. Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.			

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

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

1	Applicant Identification including Certificate of Good Standing	17-18
2	Site Ownership	19-36
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	37
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	38
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Financial Commitment Document if required	39
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10	Discontinuation	40-66
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12	Purpose of the Project	73
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Section I, Identification, General Information, and Certification
Applicant/Co-Applicant Identification

Applicant

Exact Legal Name:	Fresenius Medical Care Lake County, LLC
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of President:	Cassie McLean
President Street Address:	920 Winter Street
President City and Zip Code:	Waltham, MA 02451
President Telephone Number:	800-662-1237

Type of Ownership of Applicant

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

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

***Certificate of Good Standing for Fresenius Medical Care Lake County, LLC on following page.**

Applicant

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

Type of Ownership of Applicant

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

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

***Fresenius Medical Care Holdings, Inc. is a Delaware corporation and does not do business in the State of Illinois. Therefore, a Certificate of Good Standing is not included.**

Applicant/co-Applicant Information
ATTACHMENT – 1



To all to whom these Presents Shall Come, Greeting:

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

FRESENIUS MEDICAL CARE LAKE COUNTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 13, 2015, 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 17TH day of FEBRUARY A.D. 2026 .

Authentication #: 2604802822 verifiable until 02/17/2027
Authenticate at: <https://www.isos.gov>

Alexi Giannoulis
SECRETARY OF STATE

Certificate of Good Standing
ATTACHMENT – 1

Section I, Identification, General Information, and Certification
Site Ownership

Exact Legal Name of Site Owner: Depot Station Development, LLC

Address of Site Owner: P.O. Box 815, Antioch, IL 60002

Street Address or Legal Description of the Site: 311 W Depot Street, Ste. H, Antioch, IL 60006

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.

Copy of lease on following pages.

Site Owner
ATTACHMENT – 2

LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of this 25th day of January, 2005 by and between Depot Street Station Development LLC, an Illinois corporation ("Landlord"), and Fresenius Medical Care of Illinois, LLC, a Delaware limited liability company ("Tenant").

1. Demised Description

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, that certain premises containing 2,302 rentable square feet ("Premises") situated within that certain building containing 23,760 rentable square feet and located at 311 Depot Street, Antioch ("Building"). Such Building and Premises are more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes. The parties hereto agree that the Building and the Premises have been measured and certified, by a registered architect or engineer, in good faith, in accordance with Building Owner's and Managers Association ("BOMA") standards, at Landlord's sole cost and expense, prior to the Commencement Date.

2. Term

- A. The initial term of this Lease shall be for Ten (10) years commencing on the earlier of (i) the day Tenant commences treating patients at the Premises, and (ii) 120 days following the date Tenant is issued its CON Permit ("Commencement Date"). However, to the extent the Commencement Date is a date other than the first day of a month, the lease term shall be measured from the first day of the month subsequent to the month of the Commencement Date. Rent shall be prorated for the partial month. Upon determination of the Commencement Date, Landlord and Tenant agree that they shall execute the Commencement Date Certificate attached hereto as Exhibit B and incorporated herein for all purposes.
- B. Tenant is hereby granted and shall, if not at the time in default under this Lease, have the option(s) to renew this Lease for two (2) additional terms of five (5) years each on the same terms, covenants and conditions and subject to the same restrictions and exceptions herein contained. This option shall be exercised by Tenant delivering to Landlord in person or by United States mail not less than One Hundred Eighty (180) days prior to the expiration of the then appropriate term, written notice of Tenant's election to renew the term of this Lease as herein provided.

3. Rent

A. Tenant agrees to and shall pay to Landlord, as monthly rent for the Premises, Two Thousand Sixty-Two and 21/100 Dollars (\$2,062.21) ("Base Rent") in advance on the first day of each calendar month, commencing on the Commencement Date and continuing until the expiration of the initial term of this Lease. The rent will increase every other year at the rate of four percent (4%). In the event Base Rent becomes past due and Tenant fails to pay said overdue Base Rent within five (5) days after said Base Rent becomes due, Tenant shall pay Landlord a fine of \$25.00 per day until such time as said overdue Base Rent has been paid. Notwithstanding the foregoing, upon the full execution of this Lease, Tenant shall pay Landlord Base Rent for January 2005. Thereafter, Tenant shall commence to pay Base Rent upon the Commencement Date.

B. Base Rent during any exercised renewal option shall be as follows:

Option Term	Months	Monthly Base Rent
First		
	1-24	\$ 2,508.99
	25-48	\$ 2,609.35
	49-60	\$ 2,713.73
Second		
	1-12	\$ 2,713.73
	13-48	\$ 2,822.27
	49-60	\$ 2,935.17

4. Tenant Allowance

N/A

5. Use

Tenant shall use and occupy the Premises for the purpose of office and storage and for no other purposes except those authorized in writing by Landlord, which authority shall not be unreasonably withheld, conditioned or delayed. Tenant may operate on the Premises, at Tenant's option, on a seven (7) days-a-week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

6. Utilities and Landlord Improvements

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or

Site Owner - Lease
ATTACHMENT - 2

other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. All impact fees and tapping fees associated with such utilities shall be paid for by Landlord. If the Premises is not separately metered for utility services, Tenant agrees to pay Tenant's Proportionate Share (as hereinafter defined) of the actual expenses incurred by Landlord in furnishing such utilities to the Building. Any work done by Landlord pursuant to this paragraph shall be done in compliance with any and all applicable federal, state, and municipal statutes, rules, regulations, ordinances, codes, etc.

7. Taxes

(a) Landlord shall pay to all Tax authorities, all real estate taxes and all assessments which may be levied against the Building (collectively, "Taxes").

(b) Commencing as of the Commencement Date, Tenant agrees to reimburse Landlord, Tenant's Proportionate Share (as hereinafter defined), for all such Taxes levied against the Premises with respect to each tax fiscal year (or portion thereof) of the term occurring after the Commencement Date. Tenant's obligation hereunder shall exclude: any assessment penalty added to the Taxes as a result of Landlord's failure to timely pay any such Taxes to the applicable governmental authority; provided, that Tenant shall timely pay the installments thereof due during the term of this Lease. At least 30 days prior to the Commencement Date, Landlord shall submit to Tenant Landlord's estimate of Taxes for the first full tax fiscal year to occur during the term of this Lease. Any unpaid reimbursement due to Landlord shall bear interest at the rate of 18% but no event higher than the maximum rate allowed by law from the date due until paid.

(c) Any sum payable to Landlord under this Paragraph 7 shall be paid by Tenant within 30 days after receipt from Landlord of written demand therefor, accompanied by copies of receipted Tax bills.

(d) At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

(e) If Tenant shall become aware that the Premises is being sold at a tax sale due to Landlord's delinquent payment of Taxes, and if Tenant shall pay the delinquent Taxes in order to prevent such sale, then, Tenant may deduct the following amounts from rent and other charges due hereunder: an amount equal to the Taxes, interest, and penalties so paid by Tenant; all reasonable charges (including reasonable attorneys fees) incurred by Tenant in preventing such sale; and interest on all of the foregoing at the rate of 10% per annum.

(f) Notwithstanding anything to the contrary in this Article, if Landlord shall fail to bill Tenant for any Taxes within 24 months from the date the applicable Tax bill is issued, then Tenant shall not be obligated to pay Landlord for such Taxes.

(g) Tenant agrees to pay to all Tax authorities all personal property taxes which may be levied against Tenant's merchandise, trade fixtures, and other personal property in and about the Premises.

8. Alterations, Additions, Installations and Removal Thereof

Tenant may remodel said Premises in accordance with the plans submitted by Tenant to Landlord and approved by Landlord. In addition, Tenant, during the term of this Lease, install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment upon or within the Premises as Tenant may consider necessary to the conduct of its business. Tenant may also, during the term of this Lease, make such alterations in and/or additions to the Premises including, without prejudice to the generality of the foregoing, the addition of a television antenna, flue openings and an emergency generator as well as alterations in the water, gas, and the electric wiring system, as may be necessary to fit the same for its business, upon first obtaining the written approval of Landlord as to the materials to be used and the manner of making such alterations and/or additions. Notwithstanding anything to the contrary in the foregoing, Tenant may make non-structural alterations in the Premises not exceeding \$30,000.00, in each instance, without obtaining Landlord's consent. Landlord covenants not to unreasonably withhold, condition or delay its approval of alterations and/or additions proposed to be made by Tenant. Any work done by Tenant pursuant to this paragraph shall be done in compliance with any and all applicable federal, state, and municipal statutes, rules, regulations, ordinances, codes, etc.

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

9. Trade Fixtures, Personal Property

All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Tenant or installed by Tenant at its

expense in the Premises ("Tenant Trade Fixture") shall be and remain the property of Tenant and may be removed by Tenant at any time during the term of this Lease provided Tenant is not in default hereunder past any applicable cure period, and provided further that Tenant shall repair any damage caused by such removal. Tenant's water treatment equipment shall be considered a Tenant Trade Fixture for purposes of this Lease.

10. Maintenance and Repair

Except as hereinafter provided, Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of this Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted; provided, however, that if alterations, additions and/or installations shall have been made by Tenant as provided for in this Lease, Tenant shall not be required to restore the Premises to the condition in which they were prior to such alterations, additions and/or installations except as hereinafter provided. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building, including, without limitation: foundations, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings of the Building.

Landlord, at its own expense, shall install the heating/air conditioning equipment serving the Premises as described in Section 6. Landlord shall provide heating/air conditioning to the Premises on a twenty four hours a day, seven days a week basis, at an industry accepted temperature and at an air flow required by any applicable building codes or Tenant's specifications, if the same is provided to Landlord. Tenant shall be responsible for the installation of ductwork for and regular maintenance of the heating/air conditioning equipment exclusively serving the Premises. If necessary, however, Landlord shall be responsible for the major repairs to and replacement of the heating/air conditioning equipment serving the Premises. "Major repairs" shall be defined as any one (1) repair resulting in an expense of One Thousand and 00/100 Dollars (\$1,000.00) or more.

All of the foregoing in this Article 8 notwithstanding, neither party shall be obligated to perform any maintenance, repair or replacement, the necessity of which shall have arisen solely due to the negligence or fault of the other, or of the other's employees or agents; and in such case, the party which shall have caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost.

11. Common Areas

Tenant shall have the nonexclusive right in common with other tenants in the Building, and subject to any reasonable rules and regulations enacted by the Landlord, to use the common entrances, walkways, sidewalks, lobbies, rest rooms, elevators, stairways and accessways, loading docks, ramps, drives and platforms and any passageways and service ways thereto, parking facilities and common pipes, conduits, wires and appurtenant equipment serving the Building and the Premises ("Common Areas").

Except as otherwise provided for in this Lease, Tenant agrees to pay its proportionate share of all amounts paid by Landlord pursuant to the terms of this Lease for real estate taxes, insurance, snow plowing, common area utilities and costs incurred by Landlord in operating, repairing and maintaining the Common Areas of the Building (collectively, "Operating Expenses"). Tenant's Proportionate Share shall be defined as the percentage resulting from dividing the total rentable square footage of the Premises by the total rentable square footage of the Building, with such amount intending to represent Tenant's proportionate occupancy of the Building ("Tenant's Proportionate Share"). For the purposes of this Lease, Tenant's Proportionate Share is 9.69%. Said payment shall be made monthly with the Base Rent payment. Landlord shall provide an annual reconciliation to Tenant at which time Tenant shall pay to Landlord any deficiency or Landlord should refund to Tenant any excess funds. The parties acknowledge and understand that the monthly sum paid is an estimate of expenses only and is subject to annual readjustment of actual expense. Furthermore, the parties hereto acknowledge that the original estimate may be low depending on actual expenses, including real estate taxes upon the subject property, which may currently be under assessed.

Notwithstanding anything else contained herein to the contrary, Operating Expenses shall expressly exclude Landlord's income taxes; leasing commissions; interest on debt or amortization payments on any mortgages or deeds of trust; rental under any ground or underlying leases or lease; advertising and promotional expenditures; management or administrative fees, amortization of Landlord's capital expenditures (such as, but not limited to, roof replacement, HVAC replacement, parking lot repaving and structural repairs); and any other expense which under generally accepted accounting principles would not be considered a normal maintenance or operating expense.

Tenant shall have the right to inspect Landlord's books with respect to the calculation of Operating Expenses at reasonable times, upon reasonable notice. Landlord agrees to maintain its Operating Expense records for at least 36 months from the date of each applicable invoice to Tenant. If any audit shall indicate that, in any of Landlord's statements, the charges were overstated by Landlord by an amount in excess of 3% of the actual costs, then Landlord shall pay to Tenant the reasonable cost of such audit, plus interest on the overstated amount at the rate of 10% per annum. In any event, Landlord shall repay any amount owing to Tenant as a result of any overstatement.

12. Indemnification

Tenant agrees to indemnify and hold Landlord harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's conduct, occupancy or management of Tenant's business, its use of the Premises, from construction of improvements by Tenant, from any breach on the part of the Tenant of any conditions of this Lease, or from any negligence of Tenant, its agents, servants, contractors or employees in the Premises. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this Paragraph 12, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

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

13. Insurance

Landlord covenants and agrees that throughout the term of this Lease it will insure the Building and the Building improvements (excluding any property with respect to which Tenant is obligated to insure) against damage by fire including extended coverage, vandalism and malicious mischief and shall carry comprehensive general liability insurance in such amounts as would be carried by a prudent owner of a similar premises in the geographic area.

Tenant covenants and agrees that throughout the term of this Lease it will insure the Premises and its improvements against damage by fire including extended coverage, vandalism and malicious mischief and comprehensive general liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury to person and damage to third party property. Tenant shall provide Landlord with certificates evidencing the aforesaid

insurance coverages upon request and all such policies shall name Tenant as an insured party. The comprehensive general liability policy shall name Tenant as the insured party and Landlord as an additional insured. The property insurance policy shall name the Landlord as a "loss payee", as their interest may appear. Said policies shall also provide that the insurer shall endeavor to provide thirty (30) days' written notice to Landlord prior to cancellation.

The coverages agreed to herein may be provided in a combination of self-insured retention, primary insurance and/or excess/umbrella insurance.

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

14. Compliance With Laws

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the state, city or town in which the Premises are situated.

- A. Tenant shall give prompt notice to Landlord of any written notice it receives of the violation of any law or requirement of public authority, and at its own expense shall comply with all laws and requirements of public authorities which shall, with respect to the Premises or Tenant's use and occupation thereof, or the abatement of any nuisance, impose any obligation, order or duty on Landlord or Tenant arising from (i) Tenant's use of the Premises, (ii) Tenant's conduct of its business or operation of its installations, equipment or other property, (iii) any cause or condition created by or at the instance of Tenant, other than by Landlord's performance of any work for or on behalf of Tenant, or (iv) Tenant's breach of its obligations under this Lease. Tenant, however, shall not be so required to make any structural or other substantial change in the Premises. Landlord, at its expense, shall comply with such other laws and requirements of public authority as shall affect the Premises (except those arising out of Tenant's preparation of the Premises for its use), but may similarly contest the same subject to conditions reciprocal to section (i), (ii), and (iii) of subdivision B of this paragraph.
- B. Tenant may, at its expense (and if necessary in the name of, but without expense to, Landlord) contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any law or requirement of public authority and Landlord shall cooperate with Tenant in such proceedings, provided that:

- i. Landlord shall not be subject to any fine or criminal penalty or to prosecution for a crime nor shall the Premises or any part thereof be subject to being condemned or vacated, by reason of noncompliance or otherwise by reason of such contest.
- ii. Tenant shall defend, indemnify, and hold harmless the Landlord against all liability, loss or damage which Landlord shall suffer by reason of such noncompliance or contest, including reasonable attorney's fees and other expenses reasonably incurred by Landlord.
- iii. Tenant shall keep Landlord advised as to the status of such proceedings.

15. Signs

Tenant shall have the right to erect, affix or display on the exterior or interior walls, doors, or windows of the Premises, such signs or sign advertising its business as Tenant may consider necessary or desirable, subject to the consent of Landlord, whose consent shall not be unreasonably withheld, conditioned or delayed.

16. Casualty Loss

In the event that the Premises is damaged by fire or other casualty, Landlord shall forthwith proceed to repair and restore the Premises to the end that space of the same size and utility are available as expeditiously as possible. Tenant's rent shall be abated in just proportion during the period of impaired use of the Premises. If more than fifty percent (50%) of the inside space of the Premises is so damaged, either Landlord or Tenant may cancel this Lease on thirty (30) days' notice and rent shall be apportioned as of the date of the casualty. If a registered engineer or architect jointly acceptable to Landlord and Tenant shall notify them within thirty (30) days after such fire or casualty that, in his/her opinion, the damage to the Premises cannot be repaired so as to substantially restore the Premises to its former condition within one hundred eighty (180) days after such fire or casualty or if the Premises are in fact not restored to substantially the same condition as existed prior to such fire or casualty within one hundred eighty (180) days after such occurrence, then this Lease may be terminated by either Landlord or Tenant and rent shall be apportioned as of the termination date. The rights of cancellation and termination afforded to the parties by this Paragraph 16 shall not be affected or extended by reason of the happening of any event described in Paragraph 23.

17. Condemnation

In the event the Premises or the parking lot appurtenant to or serving the Premises shall be taken for public use by the city, state, federal government, public authority or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use or, at the option of Tenant, as of the date on which the Premises shall become unsuitable for Tenant's regular business by reason of such taking; provided, however, that if only a part of the Premises shall be so taken, such termination shall be at the option of Tenant only. If such a taking of only a part of the Premises occurs, and Tenant elects not to terminate this Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Tenant shall have the right to participate, directly or indirectly, in any award for such public taking on account of such public taking.

18. Default

In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this Lease, including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days or such additional time as is reasonably required to correct any such default after the service of written notice upon such party by the other party hereto, specifying such failure, this Lease may be terminated, at the option of the party serving such notice, at the expiration of such thirty (30) day period; provided, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure. Notwithstanding anything to the contrary contained herein, if Tenant fails to pay any installment of Base Rent and said installment remains unpaid for a period of ten (10) days after Tenant's receipt of written notice from Landlord, Landlord shall have the right to exercise its remedy as contained in this paragraph 18.

19. Landlord's Right To Enter the Premises

Tenant shall permit Landlord or its agent to enter at all reasonable times and upon reasonable notice (and in case of emergency at any time) to make such alterations or repairs therein as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes. Tenant shall also permit Landlord or its agents, on or after **One Hundred Twenty (120)** days next preceding the expiration of the term of this Lease, to show the Premises to prospective tenants at reasonable times, and to place notices on the front of said Premises, or on any part thereof, offering the Premises for lease or for sale.

20. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld,

conditioned or delayed. In the event of any such assignment, Tenant shall deliver to Landlord within a reasonable time thereafter, a written agreement from the assignee agreeing with Landlord to perform the terms, covenants, and conditions of Tenant contained in this Lease.

Notwithstanding anything contained herein to the contrary, Tenant may assign this Lease or sublease the Premises, in whole or in part, without the consent of Landlord, to:

- (a) any corporation into which or with which Tenant has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliate corporation of Tenant;
- (c) any corporation which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
- (d) any partnership, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate corporation of Tenant; or
- (e) any purchaser of substantially all of the assets of Tenant,

provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting.

21. Holding Over

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease without any agreement in writing between the Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a month-to-month tenant at a rental rate equal to **one hundred fifty percent (150%)** of the Base Rent in effect upon the date of such expiration or termination until the tenancy is terminated in a manner provided by law.

22. Estoppel Certificates

Upon not less than thirty (30) days prior written request, either Landlord or Tenant agrees, in favor of the other, to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications), the dates to which rent and other charges required under this Lease have been paid, and any other information reasonably requested. Any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or lending source.

23. Acts Of God

In any case where either party hereto is required to do any act, delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", and such time shall be deemed to be extended by the period of such delay. The provisions of this Paragraph 23 shall not be applied, however, to affect the other party's right to terminate this Lease under Paragraphs 16 and 25.

24. Mortgage Subordination

Tenant agrees that, upon the request of Landlord in writing, it will subordinate this Lease and the lien thereof to the lien of any current and/or future mortgage or mortgages upon the Premises, irrespective of the time of execution or time of recording of any such mortgage or mortgages, provided that the holder or any assignee thereof, agrees this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease. Tenant agrees that if requested by the holder of any such mortgage, it will be a party to said agreement and will agree in substance that if the mortgagee or any person claiming under the mortgagee (including a purchaser at foreclosure sale, its successors, and assigns) shall succeed to the interest of Landlord in this Lease, it will recognize said mortgagee or person and its successors and assigns as its Landlord under the terms of this Lease. Tenant agrees that, upon thirty (30) days prior written notice from Landlord, it will execute, acknowledge and deliver any and all reasonable instruments necessary or desirable to give effect to or notice of such subordination. The word "mortgage" as used herein includes mortgages, deeds of trust, or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes therefor.

25. Quiet Enjoyment

Landlord agrees that if Tenant pays the rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the term of this Lease and any extensions thereof without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any instruments having a prior lien. Tenant shall have the right to terminate this Lease by notice to Landlord for breach of any covenant contained in this Paragraph 25.

26. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

- A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, addressed to Tenant at the Premises with a copy addressed to: Fresenius Medical Care North America, 95 Hayden Avenue, Lexington, Massachusetts 02420, Attention: FDMS or such other address as Tenant may from time to time designate by ten (10) days' prior written notice given to Landlord; or
- B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, addressed to Landlord at: 905 Anita Street, Antioch, Illinois 60002 or such other address as Landlord may from time to time designate by ten (10) days' prior written notice given to Tenant.

27. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord thereafter and save Landlord harmless therefrom.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default as provided herein, Tenant may, at its option, without waiving any claim of damages for breach of this Lease, at any time thereafter, cure such default for the account of Landlord and any amount paid or any liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant thereafter and save Tenant harmless therefrom. Tenant may, at its option, offset the amount owed it by Landlord by deducting such amount from future payments of Base Rent. Any such amount deducted by Tenant in accordance with this Paragraph 27 shall bear interest at the Default Rate from the date due until such amount is fully offset.

28. Contingencies

- A. Tenant shall have the opportunity to have the Premises inspected by Tenant's architect and engineers during a thirty (30) day period after Landlord has delivered possession of the Premises to Tenant with Landlord's work completed. In the event that Tenant's architect and engineer reasonably conclude that the Premises are unsuitable for Tenant's purposes or would not comply with local and state code regulations, this Lease may be terminated at Tenant's option upon written notice to Landlord and neither party shall have any further obligation to the other party hereunder.
- B. This Lease is contingent upon the Tenant obtaining a Certificate of Need ("CON") permit from the Illinois Health Facilities Planning Board ("Board") to establish a chronic outpatient dialysis facility located at the Premises. If the Tenant does not receive such a CON from the Board on or before March 18, 2005 ("CON Deadline"), unless otherwise agreed upon between the parties, this Lease shall be terminated as of that date, and thereafter neither party shall have any further obligation to the other party hereunder, except for those obligations which are specifically stated herein to survive termination of the Lease. Tenant's failure to obtain such a CON shall not be deemed to be a default by Tenant under the Lease. The parties, by mutual agreement as evidenced in a writing signed by both parties, may modify the date which comprises the CON Deadline.

Notwithstanding any provision in this Lease to the contrary, if Tenant fails to obtain the CON by the CON Deadline then in no event shall Tenant be responsible, other than the one month's pre-paid rent set forth in paragraph 3A, for the payment of any Base Rent, Additional Rent, Operating Expenses, Taxes or other costs or expenses

In the event that Tenant fails to obtain the CON by the CON Deadline, Tenant shall, upon Landlord's written request (to be delivered to Tenant no later than 30 days after termination or expiration of this Lease), promptly remove any Alterations as specified by Landlord in such request and to perform such repairs to the Premises as necessary to have the portions of the Premises affected by such removal returned to broom clean, shell condition (except for ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause or casualty).

- C. In the event that applicable zoning laws or regulations prohibit Tenant from conducting its business as described herein, this Lease may be terminated at Tenant's option upon written notice to Landlord and neither party shall have any further obligation to the other party hereunder.

29. Hazardous Materials

Landlord represents and warrants to the best of its knowledge that as of the day and year first above written, it has no knowledge of any hazardous or toxic material of whatever nature at the Premises or the land upon which the Premises is located. If Landlord has performed testing at the Premises (or land upon which the Premises is located), Landlord warrants that it has provided Tenant with a copy of any reports resulting from such testing (i.e.; a Phase I Study). In the event that hazardous or toxic material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers are found to be present at the Premises (or land upon which the Premises is located), Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable federal, state, and local laws, and will indemnify, defend and hold Tenant harmless from any and all claims and criminal and/or civil liability as a result of the existence of said materials, except as to any hazardous or toxic material released onto the Premises (or land upon which the Premises is located) by Tenant.

30. Attorney's Fees

In the event suit or action is instituted to interpret or enforce any term of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

31. Miscellaneous

- A. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.
- B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instruments in writing executed by Landlord and Tenant. Employees or agents of the Landlord and Tenant have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant.
- C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.

- D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
- E. Landlord warrants that it has good and legal title to the Premises and that it has full authority to enter into this Lease and to lease the Premises to Tenant. Landlord further warrants and agrees that no party will be in tenancy, use or occupancy of the Premises on the Commencement Date.
- F. Landlord, at no cost to Tenant, shall provide Tenant with sufficient parking for Tenant's employees and patients in a location which is adjacent to the Premises. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.
- G. The captions in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any Exhibit or amendments hereto.

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

TENANT:
FRESENIUS MEDICAL CARE OF
ILLINOIS, LLC, a Delaware limited
liability company


Witness

By: 

Printed Name: Paul J. Colantonio
Assistant Treasurer

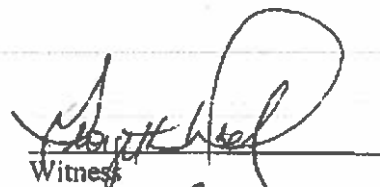
Title: _____

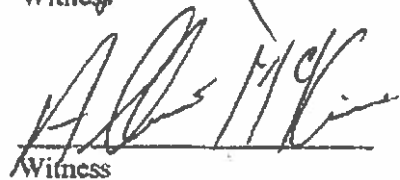
Date: _____


Witness

LANDLORD:
DEPOT STREET STATION
DEVELOPMENT LLC

Site Owner - Lease
ATTACHMENT - 2


Witness


Witness

By: 

Printed Name: CLAUDE M. SMITH

Title: President

Date: 1-25-05

ORIGINAL

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

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

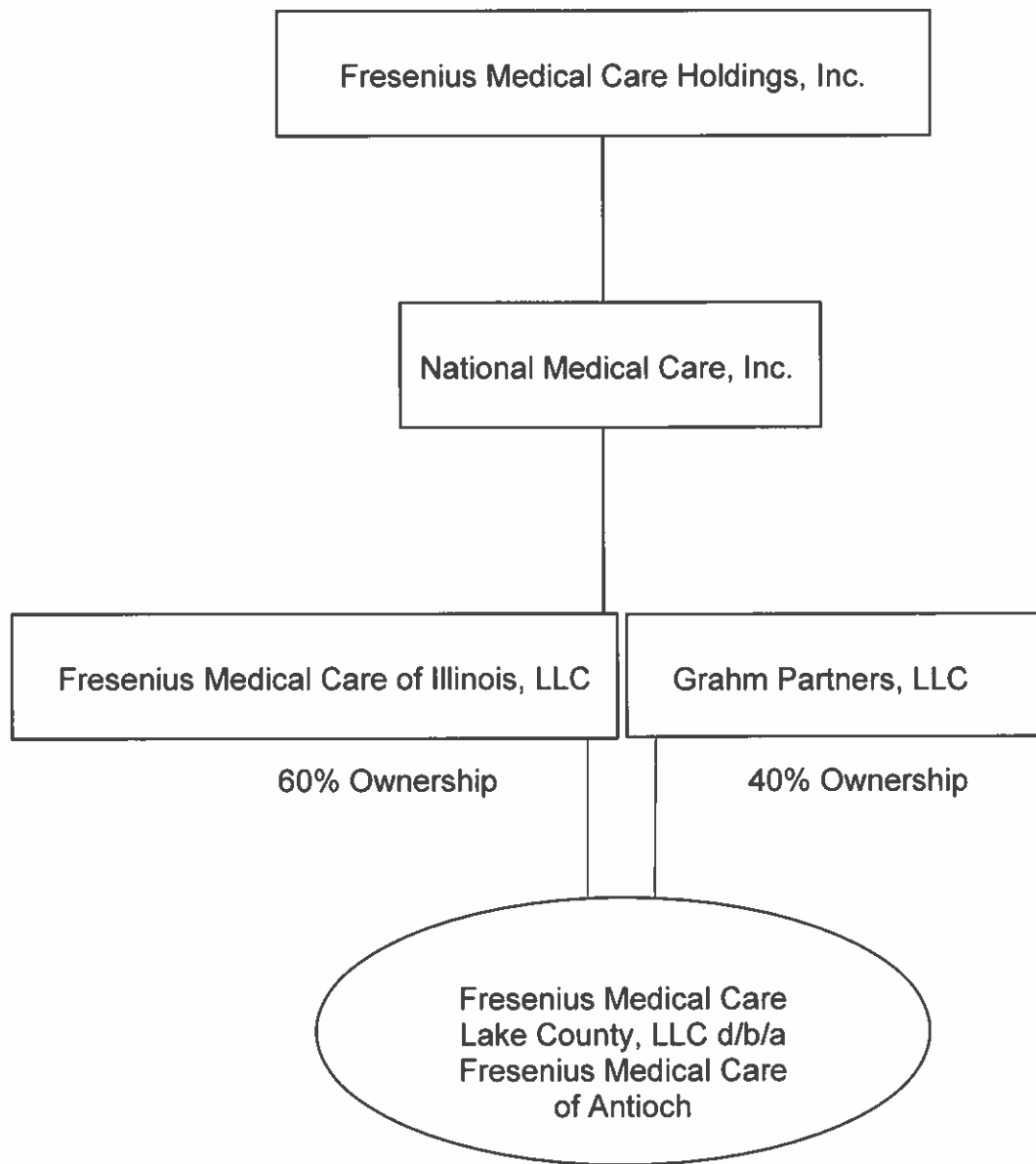
***Certificate of Good Standing at Attachment – 1.**

Ownership

Fresenius Medical Care of Illinois, LLC has a 60% ownership interest in Fresenius Medical Care Lake County, LLC.

Grahm Partners, LLC has a 40% ownership interest in Fresenius Medical Care Lake County, LLC. Its address is 120 W 22nd Street, Oak Brook, IL 60523.

To the best of Fresenius Medical Care's knowledge, aside from the facilities owned by the Fresenius Medical Care Lake County , LLC Joint Venture, Grahm Partners, LLC does not have ownership in any other healthcare facilities in Illinois.



Section I, Identification, General Information, and Certification
Current Projects

The applicant currently has no active applications submitted to or permitted by the HFSRB.

Section II, Discontinuation

Criterion 1110.290(a), General Information Requirements

- 1. Identify the category of service and the number of beds, if any, that are to be discontinued.**

Fresenius Medical Care Lake County, LLC proposes to discontinue the Fresenius Medical Care of Antioch ESRD facility located at 311 W. Depot Street, Suite H, Antioch, consisting of 12 ESRD stations.

- 2. Identify all of the other clinical services that are to be discontinued.**

There are no other services to be discontinued.

- 3. Provide the anticipated date of discontinuation for the entire facility.**

The facility expects to discontinue its ESRD services on April 30, 2026, pending Board approval.

- 4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.**

The leased space will be released back to the landlord upon facility closure. Facility equipment will be removed by the applicant and disposed of or utilized at other facilities owned and operated by Fresenius Medical Care North America and/or its affiliates.

- 5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.**

The medical records of the facility's recently active patients will be sent to the facility at which such individuals elect to receive dialysis treatments following the discontinuation of services. Any other medical records will be sent to a contracted medical records storage facility. All records will be maintained according to Fresenius Medical Care record retention policies.

- 6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.**

Proof of notification published in the local media located at Attachment 10.

- 7. For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.**

Discontinuation notification letters were sent to all required local and State officials. Letters and delivery receipts are located at Attachment 10.

- 8. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.**

Certification is located at Attachment 10.

Criterion 1110.290(a), 6 Proof of Publication

Public Notice
Antioch, IL - In accordance with the requirements of the Illinois Health Facilities and Services Review Board ("HFSRB") notice is given that the Fresenius Medical Care of Antioch dialysis facility, located on 311 Cedar Street, Antioch, Illinois, proposes to discontinue its hemodialysis treatment center by April 30, 2026, subject to and after approval by HFSRB. Submission of the application to HFSRB to discontinue the facility is expected by March 19, 2026, and information about the proposed discontinuation may be found on the HFSRB website at www2.illinois.gov/sites/default.aspx.
Published in Daily Herald March 11, 2026 (324709)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

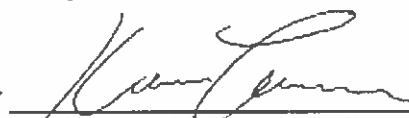
Lake County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Lake County DAILY HERALD. That said Lake County DAILY HERALD is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the Lake County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/11/2026

in said Lake County DAILY HERALD. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 324709 *LAKE*



Discontinuation - Proof of Publication
ATTACHMENT 10

Criterion 1110.290(a), 7 Official Notifications

The notification letters displayed on the following pages were sent via certified mail to the following recipients:

- John Kniery, Administrator of the Illinois Health Facilities and Services Review Board
- Elizabeth M. Whitehorn, Director, Illinois Department of Public Healthcare and Family Services
- Sameer Vohra, M.D., J.D., M.A., Director, Illinois Department of Public Health
- Antioch Mayor Scott Gardner
- Illinois State Senator Craig Wilcox
- Illinois State Representative Tom Weber



February 17, 2026

Via Certified Mail

John Kniery
IL Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Re: Fresenius Medical Care of Antioch

Dear Mr. Kniery,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

The Antioch dialysis facility has been in its current location for 20 years. In the past 10 years the clinic's utilization has dropped from 56% in 2015, to 31% in 2020, and down to 26% with only 19 patients as of December 2025. This is consistently far below the HFSRB's target utilization rate of 80%. Current patients of the Antioch facility will easily be accommodated at nearby Fresenius Medical Care facilities in northern Lake County currently averaging a 57% utilization rate.

Given the facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, and a HFSRB determined excess of 12 ESRD stations in Health Service Area 8, the decision was made to seek approval to concurrently transfer the facility's patients and staff to a nearby Fresenius Medical Care facility or any other facility of their choice, assuring access to care will be maintained. Patients will continue to have access to dialysis home therapies training as well. We anticipate the facility will close, pending HFSRB approval, and after all patients and staff have been accommodated at other facilities, no later than April 30, 2026.



**FRESENIUS
KIDNEY CARE**

Fresenius Medical Care remains committed to kidney disease initiatives in Illinois communities and currently partners with the National Kidney Foundation of Illinois to bring kidney disease education and screenings to neighborhoods. We also partner with physicians to offer Chronic Kidney Disease (CKD) clinics that educate pre-dialysis patients on prolonging their kidney function, along with education on treatment options.

If you have any questions or concerns, please contact me at 630-235-5262.

Sincerely,

Abbie Morrison
Regional Vice President, Chicago Region

Thrive On

Discontinuation – Official Notification
ATTACHMENT 10



February 17, 2026

Via Certified Mail

Elizabeth M. Whitehorn, Director
Illinois Dept. of Healthcare and Family Services
401 S. Clinton Street
Chicago, IL 60607

Re: Fresenius Medical Care of Antioch

Dear Director Whitehorn,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

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If you have any questions or concerns, please contact me at 630-235-5262.

Sincerely,

Abbie Morrison
Regional Vice President, Chicago Region



February 17, 2026

Via Certified Mail

Director Sameer Vohra, MD
Illinois Dept. of Public Health
122 S. Michigan Ave., 20th Floor
Chicago, IL 60603

Re: Fresenius Medical Care of Antioch

Dear Director Vohra,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

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If you have any questions or concerns, please contact me at 630-235-5262.

Sincerely,

Abbie Morrison
Regional Vice President, Chicago Region

February 17, 2026

Via Certified Mail

Mayor Scott Gardner
Village of Antioch
935 Skidmore Dr.
Antioch, IL 60002

Re: Fresenius Medical Care of Antioch

Dear Mayor Gardner,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

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Thrive On

Discontinuation – Official Notification
ATTACHMENT 10



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If you have any questions or concerns, please contact me at 630-235-5262.

Sincerely,

A handwritten signature in cursive script that reads "Abbie Morrison".

Abbie Morrison
Regional Vice President, Chicago Region



February 17, 2026

Via Certified Mail

Senator Craig Wilcox
Illinois State Senate, District 32
209 N. Benton St.
Woodstock, IL 60098

Re: Fresenius Medical Care of Antioch

Dear Senator Wilcox,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

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Sincerely,

Abbie Morrison
Regional Vice President, Chicago Region



February 17, 2026

Via Certified Mail

Representative Tom Weber
Illinois State Representative, District 64
74 E. Grand Ave., Ste 104
Fox Lake, IL 60020

Re: Fresenius Medical Care of Antioch

Dear Representative Weber,

I am writing to inform you that Fresenius Medical Care Lake County, LLC intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the 12-station Fresenius Medical Care of Antioch dialysis facility located at 311 W. Depot Street, Suite H, Antioch.

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Sincerely,

Abbie Morrison
Regional Vice President, Chicago Region

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Antioch, IL 60002

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.76
Total Postage and Fees	\$11.46

Postmark Here

02 17 2026

Mayor Scott Gardner
Village of Antioch
935 Skidmore Dr.
Antioch, IL 60002

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Chicago, IL 60607

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.00
Total Postage and Fees	\$10.77

Postmark Here

Director Sameer Vohra, MD
IL Dept. of Public Health
122 S. Michigan Ave., 20th Floor
Chicago, IL 60603

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Fox Lake, IL 60020

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.76
Total Postage and Fees	\$11.46

Postmark Here

02/17/2026

Representative Tom Weber
Illinois State Representation, District 64
74 E. Grand Ave., Ste 104
Fox Lake, IL 60020

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Springfield, IL 62761

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.76
Total Postage and Fees	\$11.46

Postmark Here

John Kniery, Administrator
IL Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Chicago, IL 60607

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.00
Total Postage and Fees	\$10.77

Postmark Here

Director Elizabeth Whitehorn
IL Dept. of Healthcare & Family Services
401 S Clinton St.
Chicago, IL 60607

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Woodstock, IL 60098

Certified Mail Fee	\$15.50
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.76
Total Postage and Fees	\$11.46

Postmark Here

Senator Craig Wilcox
IL State Senate, District 32
209 N. Benton St.
Woodstock, IL 60098

Discontinuation – Certified Mail Receipts
ATTACHMENT 10

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

John Kniery, Administrator
IL Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761



9590 9402 6302 0274 0488 95

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1007

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Director Elizabeth Whitehorn
IL Dept. of Healthcare & Family Services
401 S Clinton St.
Chicago, IL 60607



9590 9402 6302 0274 0488 57

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1045

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mayor Scott Gardner
Village of Antioch
935 Skidmore Dr.
Antioch, IL 60002



9590 9402 6302 0274 0488 88

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1014

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Discontinuation – Certified Mail Proof of Delivery

ATTACHMENT 10

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>[Signature]</i> ☒ Agent ☐ Addressee	
1. Article Addressed to: Representative Tom Weber Illinois State Representation, District 64 74 E. Grand Ave., Ste 104 Fox Lake, IL 60020		B. Received by (Printed Name) <i>Sara Langley Brown</i> C. Date of Delivery <i>09/22/2006</i>	
2. Article Number (Transfer from service label) 7020 2450 0001 0274 1038		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Gianna Ricci</i> ☒ Agent ☐ Addressee	
1. Article Addressed to: Senator Craig Wilcox IL State Senate, District 32 209 N. Benton St. Woodstock, IL 60098		B. Received by (Printed Name) <i>Gianna Ricci</i> C. Date of Delivery <i>2/19/20</i>	
2. Article Number (Transfer from service label) 7020 2450 0001 0274 1021		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Discontinuation – Certified Mail Proof of Delivery
ATTACHMENT 10



March 16, 2026

Debra Savage
Chairwoman
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: Fresenius Medical Care of Antioch, Discontinuation

Dear Chairwoman Savage:

In accordance with 77 Ill. Admin Code 1110.290(a)(6) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that all questionnaires and data required by the Health Facilities & Services Review Board or the Illinois Department of Public Health (IDPH) (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 60 days following the date of discontinuation.

Sincerely,

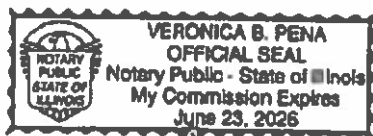
Lori Wright
Senior CON Specialist

Notarization:

Subscribed and sworn to before me
this 17 day of March, 2026

Signature of Notary

Seal



Thrive On

Discontinuation-Certification
ATTACHMENT 10

Section II, Discontinuation

Criterion 1110.290(b) Reasons for Discontinuation

The Antioch dialysis facility has been at its current location for 20 years. In the past 10 years the clinic's utilization has dropped from 56% in 2015, to 31% in 2020, and down to 26% with only 19 patients as of December 2025. This is consistently below the HFSRB's target utilization rate of 80%. The current 19 patients of the Antioch facility are able to be accommodated at nearby Fresenius Medical Care facilities in northern Lake County, currently averaging a 57% utilization rate, if they choose. Patients may also choose to receive treatment at a non-FKC facility in the area.

Given the facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, and a HFSRB determined excess of 12 ESRD stations in Health Service Area 8, the decision was made to seek approval to discontinue the facility and concurrently transfer the facility's patients and staff to a nearby Fresenius Medical Care facility or any other facility of their choice, assuring access to offer continued dialysis treatment. Patients who are candidates for home therapies will continue to have access to dialysis home therapies training as well. We anticipate the facility will close, pending HFSRB approval no later than April 30, 2026.

Section II, Discontinuation
Criterion 1110.290(c), Impact on Access

- 1. Document whether or not the discontinuation will have an adverse effect upon access to care for residents of the facility's market area.**

The discontinuation of the Antioch dialysis facility in Lake County will not have an adverse effect upon access to dialysis services in the Antioch area of HSA 8, which is located in far north Lake County near the Wisconsin border. The 9 other ESRD facilities in the 15-mile geographic service area are operating at a combined average utilization rate of 58% as of December 31, 2025. This is below the State standard of 80%. As of the January 2026 State ESRD station inventory, there is an excess of 12 stations in HSA 8, which consists of Lake, McHenry, and Kane counties. For these reasons the 19 patients currently receiving dialysis treatment at the Antioch facility are able to be accommodated at nearby Fresenius Medical Care clinics, or another dialysis provider of their choice. This will offer continued access to dialysis treatments, including home dialysis therapies.

- 2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the planning area.**

A request for an impact statement was sent to the three non-Fresenius Medical Care dialysis providers in the 15-mile geographic service area. Any response received will be forwarded to the Board Staff. The impact request letter along with confirmation of shipment are included in the following pages.



March 19, 2026

Facility Administrator
DaVita Lake Villa Dialysis
37809 N Illinois Route 59
Lake Villa, IL 60046

Dear Facility Administrator:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board ("HFSRB") to permanently close its Fresenius Medical Care of Antioch 12-station dialysis center located at 311 W Depot Street, Antioch. This notification is required by the Illinois Health Facilities and Services Review Board because your facility is within the 15-mile geographic service area of the Antioch facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two years, 2024 & 2025, the Antioch facility provided 4,885 dialysis treatments to approximately 36 end stage renal disease (ESRD) patients. Arrangements will be made for all 18 remaining patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor on any other area dialysis providers because all patients can be accommodated at a nearby Fresenius Medical Care facility.

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

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at lori.wright@freseniusmedicalcare.com.

Sincerely,

Lori Wright
Senior CON Specialist

 *Thrive On*

March 19, 2026

Facility Administrator
DaVita Beach Park Dialysis
3119 N. Lewis Avenue
Waukegan, IL 60085

Dear Facility Administrator:

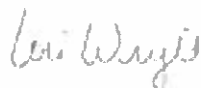
The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board ("HFSRB") to permanently close its Fresenius Medical Care of Antioch 12-station dialysis center located at 311 W Depot Street, Antioch. This notification is required by the Illinois Health Facilities and Services Review Board because your facility is within the 15-mile geographic service area of the Antioch facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two years, 2024 & 2025, the Antioch facility provided 4,885 dialysis treatments to approximately 36 end stage renal disease (ESRD) patients. Arrangements will be made for all 18 remaining patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor on any other area dialysis providers because all patients can be accommodated at a nearby Fresenius Medical Care facility.

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

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at lori.wright@freseniusmedicalcare.com.

Sincerely,



Lori Wright
Senior CON Specialist

Thrive On

Discontinuation - Impact Statement Request
ATTACHMENT 10

March 19, 2026

Facility Administrator
DaVita Waukegan
3350 Grand Avenue
Waukegan, IL 60085

Dear Facility Administrator:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board ("HFSRB") to permanently close its Fresenius Medical Care of Antioch 12-station dialysis center located at 311 W Depot Street, Antioch. This notification is required by the Illinois Health Facilities and Services Review Board because your facility is within the 5-mile geographic service area of the Antioch facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two years, 2024 & 2025, the Antioch facility provided 4,885 dialysis treatments to approximately 36 end stage renal disease (ESRD) patients. Arrangements will be made for all 18 remaining patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor on any other area dialysis providers because all patients can be accommodated at a nearby Fresenius Medical Care facility.

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

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at lori.wright@freseniusmedicalcare.com.

Sincerely,



Lori Wright
Senior CON Specialist

Thrive On

Discontinuation - Impact Statement Request
ATTACHMENT 10

DaVita Beach Park Dialysis

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Beach Park	Fresenius Medical Care	Fresenius Medical Care
Dialysis	Lori Wright	Lori Wright
Facility Administrator	3500 Lacey Rd	3500 Lacey Rd
3119 N. Lewis Avenue	Suite 900	Suite 900
WAUKEGAN IL 600872	DOWNERS	DOWNERS
254	GROVE IL 60515	GROVE IL 60515
Telephone:833456189		
8		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451391525479</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 94420000 Region - West Chicago

3 UPS Shipping Service and Shipping Options

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZE3E1451391525479

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 12:17 P.M.

Received By

ISELA

Delivered To

3119 N LEWIS AVE
WAUKEGAN, IL, 60087, US

Reference Number(s)

WEST CHICAGO, 94420000

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 03/23/2026 5:33 P.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

DaVita Lake Villa Dialysis

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Lake Villa	Fresenius Medical	Fresenius Medical
Facility Administrator	Care	Care
37809 N Illinois Route	Lori Wright	Lori Wright
59	3500 Lacey Rd	3500 Lacey Rd
LAKE	Suite 900	Suite 900
VILLA IL 600467332	DOWNERS	DOWNERS
Telephone 833347189	GROVE IL 60515	GROVE IL 60515
0		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers	
1.	<u>1ZE3E1451396233105</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 94420000 Region - West Chicago	

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZE3E1451396233105

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 9:44 A.M.

Received By

SORTO

Delivered To

37809 N IL ROUTE 59
LAKE VILLA, IL, 60046, US

Reference Number(s)

WEST CHICAGO, 94420000

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 03/23/2026 5:43 P.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

DaVita Waukegan Dialysis

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Waukegan	Fresenius Medical	Fresenius Medical
Facility Administrator	Care	Care
3350 Grand Avenue	Lori Wright	Lori Wright
WAUKEGAN IL 600852	3500 Lacey Rd	3500 Lacey Rd
206	Suite 900	Suite 900
Telephone: 833412237	DOWNERS	DOWNERS
6	GROVE IL 60515	GROVE IL 60515

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451391476086</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 94420000 Region - West Chicago

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZE3E1451391476086

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/24/2026 1:05 P.M.

Received By

HICKS

Delivered To

3350 GRAND AVE
WAUKEGAN, IL, 60085, US

Reference Number(s)

WEST CHICAGO, 94420000

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 03/24/2026 4:20 P.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

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

Criterion 1110.110(a), Background of the Applicant

1. A listing of all health care facilities owned or operated by Fresenius Medical Care North America, and/or one of its affiliates, in Illinois is at Attachment 11.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by JV member, Graham Partners, LLC, of Fresenius Medical Care Lake County, LLC is at Attachment 11.

To the best of Fresenius Medical Care's knowledge, aside from the facilities owned by the Fresenius Medical Care Lake County , LLC Joint Venture, Graham Partners, LLC does not have ownership in any other healthcare facilities in Illinois.

3. Certification that no adverse action has been taken against either of the Applicants or against any health care clinics owned or operated by the Applicants in Illinois within the three years preceding the filing of this application is at Attachment 11.
4. Authorization permitting the Illinois Health Facilities and Services Review Board and IDPH access to any documents necessary to verify information submitted, including but not limited to official records of IDPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations is at Attachment 11.

Criterion 1110.110(a) – Background of the Applicant - #1 Clinic List

Fresenius Kidney Care In-center Clinics In Illinois				
Clinic	Provider #	Address	City	Zip
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl	Chicago	60651
Belleville	14-2839	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Beverly Ridge	14-2827	9924 S. Vincennes	Chicago	60643
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	329 Remington	Bolingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	8710 S. Holland Road	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
Chicago Skyway	14-2516	1453 E. 75th St.	Chicago	60619
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Cicero	14-2754	3000 S. Cicero	Chicago	60804
Crestwood	14-2538	4815 Midlothian Turnpike	Crestwood	60445
Decatur East	14-2603	1830 S. 44th St.	Decatur	62521
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East Aurora	14-2837	840 N. Farnsworth Avenue	Aurora	60505
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2823	8901 S. Kedzie Avenue	Evergreen Park	60805
Galesburg	14-2579	725 N. Seminary	Galesburg	61401
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Glendale Heights	14-2617	130 E. Army Trail Road	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Grayslake	14-2880	1837 Victor Drive	Grayslake	60030
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	50 Tower Court, Suite B	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Highland Park	14-2782	1657 Old Skokie Road	Highland Park	60035
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Humboldt Park	14-2821	3520 Grand Avenue	Chicago	60651
Joliet	14-2739	721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lemont	14-2798	16177 W. 127th Street	Lemont	60439
Logan Square	14-2766	2721 N. Spalding	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	210 E. Calhoun	Macomb	61455
Madison County	14-2870	1946 Grand Ave.	Granite City	62040
Marquette Park	14-2566	6535 S. Western Avenue	Chicago	60636
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	2205 E. Empire St.	Bloomington	61704
Meirose Park	14-2554	6 N. 9th Avenue	Meirose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	8201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Moline	14-2526	400 John Deere Road	Moline	61285
Mount Prospect	14-2843	1710 W. Golf Road	Mount Prospect	60056
Mundelein	14-2731	1400 Townline Road	Mundelein	60060

Clinic	Provider #	Address	City	Zip
Naperbrook	14-2765	2451 S Washington	Naperville	60565
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
New City	14-2815	4616 S. Bishop Street	Chicago	60609
New Lenox	14-2668	662 Cedar Crossing Drive	New Lenox	60451
Niles	14-2559	7332 N. Milwaukee Ave	Niles	60714
Normal	14-2778	1531 E. College Avenue	Normal	61761
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northcenter	14-2531	2620 W. Addison	Chicago	60618
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
NxStage Oak Brook	14-2779	1600 16th Street	Oak Brook	60513
Oak Forest	14-2764	5340A West 159th Street	Oak Forest	60452
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462
Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350
Palatine	14-2723	691 E. Dundee Road	Palatine	60074
Pekin	14-2571	3521 Veteran's Drive	Pekin	61554
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544
Plainfield North	14-2596	24024 W. Riverwalk Court	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61784
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
Regency Park	14-2558	124 Regency Park Dr., Suite 1	O'Fallon	62269
River Forest	14-2735	103 Forest Avenue	River Forest	60305
Rock Island	14-2703	2623 17th Street	Rock Island	61201
Rock River - Dixon	14-2645	101 W. Second Street	Dixon	61021
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	946 W 63rd Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Schaumburg	14-2802	815 Wise Road	Schaumburg	60193
Silvis	14-2658	880 Crosstown Avenue	Silvis	61282
Skokie	14-2618	9332 Skokie Blvd.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Elgin	14-2856	770 N. McLean Blvd.	South Elgin	60177
South Deering	14-2756	10559 S. Torrence Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
Southside	14-2508	3134 W. 78th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	7 Professional Drive	Alton	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Springfield East	14-2853	140 S. Martin Luther King Drive	Springfield	62703
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 E. 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Summit	14-2802	7320 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302
West Willow	14-2730	1444 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527
Woodridge	14-2845	7550 Janes Avenue	Woodridge	60517
Zion	14-2841	1920 N. Sheridan Road	Zion	60099

Background of Applicant – Clinic List
ATTACHMENT 11

#2 Health Care facilities owned/operated by JV Member, Graham Partners, LLC, of Fresenius Medical Care Lake County, LLC

Clinic	Provider #	Address	City	Zip
Gurnee	14-2549	50 Tower Court, Suite B	Gurnee	60031
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085

Graham Partners, LLC has a 40% ownership interest in Fresenius Medical Care Lake County, LLC. Its address is 120 W 22nd Street, Oak Brook, IL 60523.

To the best of Fresenius Medical Care's knowledge, aside from the facilities owned by the Fresenius Medical Care Lake County, LLC Joint Venture, Graham Partners, LLC does not have ownership in any other healthcare facilities in Illinois.

**#3/4 Criterion 1110.110(a) – Background of the Applicant –
Certification & Authorization**

Certification & Authorization

Fresenius Medical Care Lake County, LLC

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

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

By: Abbie Morrison
Abbie Morrison

ITS: Regional Vice President

By: Arlene Abello Mejia
Arlene Abello Mejia

ITS: Director of Operations

Notarization:
Subscribed and sworn to before me
this 17 day of March, 2026

Veronica B. Pena
Signature of Notary

Seal



Notarization:
Subscribed and sworn to before me
this 17 day of March, 2026

Veronica B. Pena
Signature of Notary

Seal



Certification & Authorization

Fresenius Medical Care Holdings, Inc

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

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

By: 

ITS: VP and Asst. Treasurer

By: 

ITS: VP and Asst. Secretary

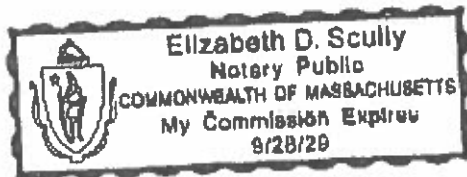
Notarization:
Subscribed and sworn to before me
this 18th day of March, 2026

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2026


Signature of Notary Signature of Notary

Seal

Seal



Criterion 1110.110(b) – Purpose of the Project

1. The purpose of this project is to address the continuous low census at the Fresenius Medical Care of Antioch 12-station ESRD facility located at 311 Depot Street, Suite H, Antioch. This project will also address overall under-utilization in the market area and assist in lowering staffing shortages.

In the last decade there have been many changes in the Chicago suburban dialysis market, along with more patients choosing home dialysis modalities. Where there were once highly utilized clinics and a need for additional stations according to the State inventory, there is now widespread underutilization and an excess of stations.

Due to declining utilization and available capacity at nearby Fresenius Medical Care clinics, the decision was made to discontinue the Antioch facility. Current patients of the Antioch facility will be offered the ability to receive dialysis treatment at nearby Fresenius Medical Care clinic or a non-FKC area clinic of their choice to offer continued services. Patients who are eligible to receive home therapies and choose to do so are able to be accommodated at a local Fresenius Medical Care facility that offers home dialysis services or at another provider of their choice.

2. The Antioch facility, located at 311 W Depot Street, Suite H, is in HSA 8 and in Lake County. The geographical service area is a 15-mile radius surrounding the facility.
3. As mentioned previously, the continuous low utilization and patients choosing home therapies precipitated the decision to close the facility.
4. Not Applicable
5. It is reasonably anticipated that closing the facility, transferring staff to nearby Fresenius Medical Care clinics, and allowing patients their choice of an alternative clinic to receive dialysis treatment, will allow for a more appropriate use of resources, address low area utilization, and provide the opportunity for continuous uninterrupted access to dialysis services with sufficient staffing.
6. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population. There is no direct empirical evidence relating to this project.

Criterion 1110.110(a), Alternatives

There were no alternatives considered.

Section X, Safety Net Impact Statement

The discontinuation of the Fresenius Medical Care of Antioch dialysis facility will not have any impact on safety net services in the Antioch healthcare market of Lake County in HSA 8. Outpatient dialysis services are not typically considered "safety net" services, however, we do provide care for patients in the community who are economically challenged and/or who are undocumented who do not qualify for Medicare/Medicaid and qualify under FMCNA's Indigent Waiver policy. We assist patients who do not have insurance in enrolling, when possible, in Medicare, Medicaid or insurance on the Healthcare Marketplace. Also, our social services department assists patients who have issues regarding transportation and/or mobility needs with making transportation arrangements to and from the unit.

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

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Medical Care provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. They are billed for services rendered, and after three statement reminders the charges are evaluated to determine if criteria have been met for bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered and has not submitted the payment for same to the applicants. Fresenius Medical Care notes that as a for-profit entity, it does pay sales, real estate, and income taxes. It also provides community benefit by supporting various medical education activities and associations, such as the Renal Network and the National Kidney Foundation. The table below shows the amount of "self-pay" care and Medicaid services were provided for the 3 fiscal years prior to submission of this application for all Fresenius Kidney Care Facilities in Illinois.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients) (Self-Pay)	2022	2023	2024
Out-patient Only	130	132	198
Total	130	132	198
Charity (cost in dollars) (Self-Pay)	\$3,153,383	\$2,571,644	\$2,990,651
MEDICAID			
Medicaid (# of patients)	2022	2023	2024
Out-patient Only	232	336	260
Total	232	336	260
Medicaid (revenue)	\$4,815,408	\$7,833,049	\$6,010,144
Total	\$7,968,791	\$10,404,693	\$9,000,795
*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay. Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.			

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance. Below is a breakdown of the Medicaid Risk patients and revenues.

- 2022 – 3,310 patients with revenues of \$105,805,388
- 2023 – 3,589 patients with revenues of \$116,149,669
- 2024 – 1,189 patients with revenues of \$34,924,420

Section X, Charity Care

ILLINOIS CHARITY CARE (SELF-PAY)*			
	2022	2023	2024
Net Patient Revenue	\$414,538,828	\$406,315,992	\$453,628,046
Amount of Charity Care (charges)	\$3,153,383	\$2,571,644	\$2,990,651
Cost of Charity Care	\$3,153,383	\$2,571,644	\$2,990,651
*As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay balances. Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.			

