

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

26-015
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 Ross Dialysis - Englewood			
Street Address: 946 W 63 rd Street			
City and Zip Code: Chicago, 60621			
County:	Cook	Health Service Area:	6 Health Planning Area:

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

Exact Legal Name: Ross Dialysis - Englewood, 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: Agree Central, LLC

Address of Site Owner: 70 E Long Lake Road, Bloomfield Hills, Bloomfield, MI 48304

Street Address or Legal Description of the Site: 946 W 63rd Street, Chicago, IL 60621

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: Ross Dialysis - Englewood, 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.

Ross Dialysis - Englewood, LLC plans to discontinue its 24-station ESRD facility, Fresenius Medical Care Ross Dialysis - Englewood, located at 946 W 63rd Street, Chicago. Chicago makes up HSA 6. It is located in Cook County.

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:

- 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 Ross Dialysis – Englewood, 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

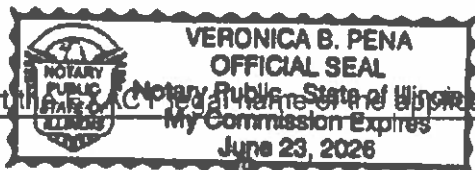
Notarization:

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

Veronica B. Pena

Signature of Notary

Seal



*Insert the LLC Legal Name of the Applicant

Nadejda Pentcheva

SIGNATURE

Nadejda Pentcheva
PRINTED NAME Nadejda Pentcheva

Director of Operations
PRINTED TITLE

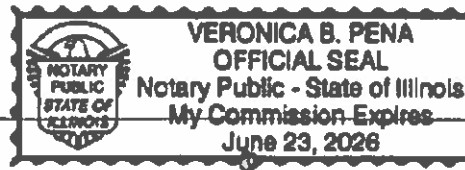
Notarization:

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

Veronica B. Pena

Signature of Notary

Seal



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

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

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



SIGNATURE

Bryan Mello

PRINTED NAME

VP and Asst. Treasurer

PRINTED TITLE



SIGNATURE

Domenic Gaeta

PRINTED NAME

VP and Asst. Secretary

PRINTED TITLE

Notarization:

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

Notarization:

Subscribed and sworn to before me
this _____ day of _____

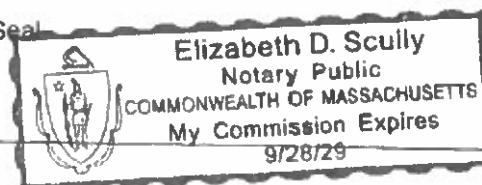
Signature of Notary



Signature of Notary

Seal

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	19-49
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Section I, Identification, General Information, and Certification
Applicant/Co-Applicant Identification

Applicant

Exact Legal Name:	Ross Dialysis - Englewood, 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

- 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.

***Certificate of Good Standing for Ross Dialysis – Englewood, 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

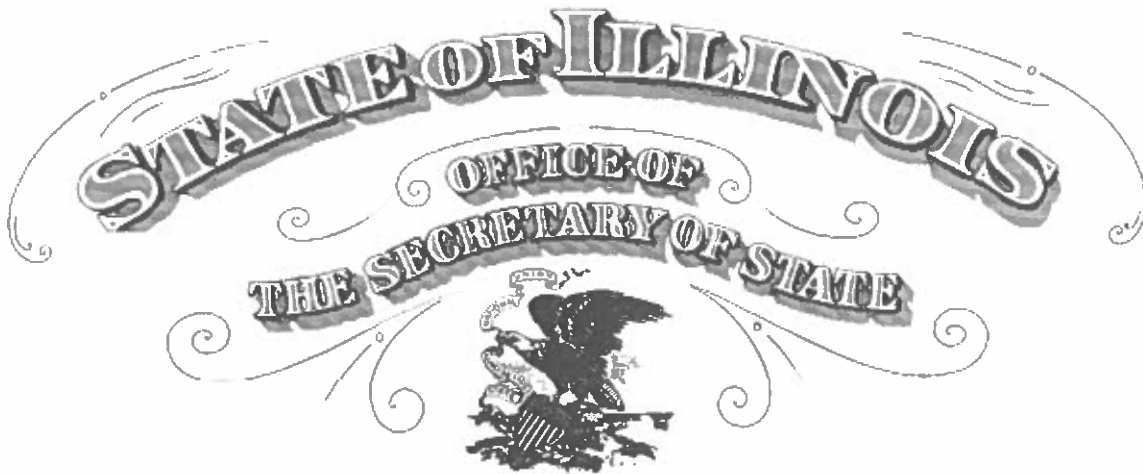
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

***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 Information
ATTACHMENT – 1

File Number

0221541-1



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

ROSS DIALYSIS-ENGLEWOOD, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 23, 2007, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 2604802888 verifiable until 02/17/2027
Authenticate at: <https://www.ilsos.gov>

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 .

Alexi Giannoulas
SECRETARY OF STATE

Certificate of Good Standing
ATTACHMENT – 1

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

Exact Legal Name of Site Owner: Agree Central, LLC
Address of Site Owner: 70 E Long Lake Road, Bloomfield Hills, Bloomfield, MI 48304
Street Address or Legal Description of the Site: 946 W 63 rd Street, Chicago, IL 60621 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 <u>ATTACHMENT 2</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Copy of lease on following pages.

LEASE AGREEMENT

BY AND BETWEEN

63RD SANGAMON INVESTMENT, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY

("LANDLORD")

AND

ROSS DIALYSIS - ENGLEWOOD, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
d/b/a FRESenius KIDNEY CARE ROSS DIALYSIS -
ENGLEWOOD

("TENANT")

DATED: November 14, 2017

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 14th day of November, 2017 by and between 63rd Sangamon Investment, L.L.C., an Illinois limited liability company ("**Landlord**"), and Ross Dialysis - Englewood, LLC, a Delaware limited liability company, d/b/a Fresenius Kidney Care Ross Dialysis - Englewood ("**Tenant**").

ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING AND TENANT IMPROVEMENTS

1.1. Construction of Shell Building. Using an architect or architects selected by Landlord and reasonably acceptable to Tenant (individually and collectively, the "Architect"), Landlord shall, at Landlord's sole cost and expense construct a building ("Building") in substantial accordance with the construction drawings identified in Exhibit B-1 ("Construction Drawings") with such minor variations as Landlord may deem advisable such construction sometimes collectively hereinafter referred to as "Landlord's Work". The Construction Drawings shall be based upon (i) the Tenant's Specifications shown and detailed in Exhibit B-2, and (ii) the Tenant's Approved Floor Plan identified in Exhibit B-3. In the event of a conflict between the Construction Drawings and Exhibit B-2 and B-3, the Construction Drawings shall govern.

The Building shall contain approximately 9,920 rentable square feet and approximately 9,387 usable square feet to be leased hereunder to Tenant (the "Premises" or "Building") on the property commonly known as 6226 - 6236 S. Sangamon St., Chicago, IL (the "Property"). The Premises and Property are more particularly described and shown on Exhibit A attached hereto and made a part hereof.

1.2. Commercially Reasonable Efforts Required; Substantial Completion. Attached hereto as Exhibit B-5 is the estimated development construction forecast schedule related to Landlord's Work ("EDCFS"). In the event any date or dates change in the EDCFS, Landlord shall provide Tenant within 7 days of such change an updated and revised EDCFS. Landlord shall use its best efforts and take all commercially reasonable steps to Substantially Complete (as hereinafter defined) Landlord's Work per the Work Schedule set forth below. For purposes of this Lease, "Substantial Completion" of Landlord's Work shall occur when (i) Landlord's work is complete in accordance with Tenant's specifications attached hereto as Exhibit B-2, (ii) the applicable local governmental authority issues a Certificate of Occupancy, if applicable, and (iii) Landlord secures all other required permits and approvals from governmental authorities having jurisdiction over the Building.

Work Schedule

EDCFS No.	Timeframe	Development Task
1.2.1	Within 180 days of Lease execution pursuant to Section 26.21 of this Lease	Landlord shall close on the Property and confirm said closing to Tenant in writing, as required in Section 26.21 of this Lease
1.2.2	Within 20 days of Lease execution	Landlord shall develop site plan ("Site Plan") for Tenant approval.
1.2.3	Within 5 days from receipt of Site Plan	Tenant shall comment on or approve Site Plan
1.2.4	Within 10 days from Tenant's approval of the Site Plan	Tenant shall provide approved floor plan for its Premises showing grid, column, window, door and utility placement ("Approved Floor Plan")
1.2.6	Within 60 days of receiving the Approved Floor Plan	Landlord shall complete Construction Drawings ("CD Delivery Date") and present Civil & Shell Engineering Drawings to Tenant
1.2.7	Within 5 business days of CD Delivery Date ("CD Approval Date")	Tenant's shall comment on or approve Construction Drawings
1.2.8	Within 7 business days from the CD Approval Date (subject to provisions of Section 1.3)	Landlord shall submit for all applicable building permits to accomplish Substantial Completion Landlord's Work
1.2.9		Landlord obtains all necessary building permit ("Building Permit")
1.2.10	Within 5 days from issuance of Building Permit	Landlord shall break ground on construction of Building
1.2.11	Within 180 days of the date that the Building Permit is issued by City of Chicago ("Delivery Date")	Landlord shall deliver Premises to Tenant with Landlord's Work Substantially Complete

If on the Delivery Date there should remain items of Landlord's Work to be completed, Landlord and Tenant shall within ten (10) business days from the Delivery Date prepare a written list (the "Punch List") of such uncompleted items. Landlord agrees to complete the Punch List item(s) with all due diligence and in no event later than thirty (30) days from the Delivery Date. In the event Landlord does not materially complete said "Punch List" items within said thirty (30) day period, said failure shall be considered an immediate Landlord default and Tenant shall have the right, without waiving of any other rights Tenant may have, to cure such default pursuant to Section 17.4 below, upon five (5) days written notice to Landlord.

Subject to the delivery of the Punch List, Tenant shall be deemed to have accepted the Premises and Landlord's Work shall be deemed to have been completed in accordance with the terms of this Lease, unless Tenant notifies Landlord in writing within ten (10) days after the Delivery Date as to any Punch List item(s), Tenant waives any claim as to matters not listed in said notice.

1.3. Construction Drawings.

(a) Landlord shall, in accordance with the Site Plan attached hereto as Exhibit B-4, and the Approved Floor Plan attached hereto as Exhibit B-3, prepare and furnish to Tenant, at Landlord's sole cost and expense, in compliance with applicable laws, statutes, ordinances and codes, with construction drawings (which plans shall be consistent with the specifications shown on Exhibit B-2) ("Construction Drawings") for the construction of Landlord's Work for Tenant's approval or comment as described in the Work Schedule above.

(b) Failure to apply for the permits within the seven (7) business days from Tenant's approval of the Construction Drawings will be considered a Material Breach and subject to the penalty outlined in Section 1.7 if such event creates a material delay of the Delivery Date. Notwithstanding the foregoing, Landlord in the event that Landlord has not completed the acquisition of the Property pursuant to Section 26.21, failure to apply for the permits within the seven (7) business days from Tenant's approval of the Construction Drawings will not be considered a Material Breach unless such failure continues for (7) business days after Landlord has completed the acquisition of the Property.

(c) Subject to Tenant's prior written approval of the Construction Drawings, Landlord shall be entitled to design the Premises and otherwise complete Landlord's Work as Landlord deems reasonably necessary and appropriate.. Tenant will not unreasonably withhold or delay Tenant's approval of any of Landlord's plans and specifications.

(d) Landlord shall pay all impact, facility and connection fees (including, but not limited to, all utility hook-up and connection fees) imposed by regulatory authorities arising from the construction of Landlord's Work.

1.4. Cooperation. Landlord and Tenant shall in good faith review and approve (or disapprove), process and perform any obligation pursuant to this Lease concerning approval of plans, or concerning the construction of Landlord's Work with all due diligence and reasonable speed including, without limitation, approvals, reviews, shop drawings, change orders, subcontractor bids, value engineering, and inspections, with the objective of facilitating the construction of Landlord's Work as quickly as reasonably possible.

1.5. Changes to the Construction Drawings/Unforeseen Conditions.

(a) The Construction Drawings may be changed from time to time by mutual agreement of the parties, in the manner provided in Section 1.3 for the approval of the Construction Drawings. If any material error or omission is discovered in the Construction Drawings, then the party discovering same shall immediately notify the other in writing and the Construction Drawings shall be subsequently modified or changed where reasonably necessary.

(b) If changes to the scope of the Landlord's Work result from one of the following:

- (i) a request for a material change from the Tenant, or
- (ii) a material change as a result of the discovery of unforeseen site conditions, or
- (iii) a material change resulting from the direction of the local governmental authority,

then, the Landlord will obtain from its contractor and furnish to Tenant's Project Manager within ten (10) business days from the date of issuance of such request or the date of such discovery, an itemized analysis of the increased cost, including a detailed budget setting out (with unit costs) the amount of additional time, materials, and labor which will be required to complete the requested changes.

(c) If Tenant's Project Manager approves the change and the increased cost, then, the cost of this and all such changes shall be totaled and converted into an increase in the Base Rent using the agreed Rent Capitalization Factor of 9.5% and this lease shall be amended accordingly no later than ten (10) days after the Delivery Date.

(d) If a change in the Construction Drawings causes a delay in the completion of Landlord's Work, and if within ten (10) days after such delay occurs (provided such delay is caused by a change in the Construction Drawings requested by Tenant), Landlord notifies Tenant in writing of the extent of and reasons for such delay, then the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by the changes.

1.6. Tenant's Right to Inspect and Early Access. At any time prior to the Delivery Date, Tenant shall be allowed entry into the Premises in order to inspect the progress and quality of Landlord's Work, review and test all mechanical, electrical and utility systems servicing the Premises in order to insure proper installation and use thereof. Landlord, upon request from Tenant, shall provide any information related to the means and methods of construction for any and all portions of Landlord's Work. If Tenant's inspection and/or testing reveals faults with any mechanical, electrical, or utility system, Landlord shall, at its sole cost and expense, have thirty (30) days to repair such deficiencies. In the event that such faults are not properly fixed within such thirty (30) day time period, Tenant shall have the right to exercise its rights under Section 17.4 of this Lease upon written notice to Landlord.

Notwithstanding anything to the contrary contained in the Lease, so long as Tenant does not interfere with Landlord's construction of the Landlord's Work, commencing on the date that is 150 days from the date that the Building Permit is issued by City of Chicago, Tenant shall have the right within to access the Premises in order to commence construction of the Tenant Improvements (as defined in Section 1.9 below).

1.7. Material Inducement. Landlord hereby recognizes and acknowledges that its obligation hereunder to Substantially Complete construction of Landlord's Work on or before the Delivery Date constitutes a material inducement to Tenant to enter into this Lease. As such, and subject to delays contemplated in Section 1.5(d), in the event that (i) Landlord fails to timely complete any of its Development Tasks as required under this Article I by the timeframe indicated, and (ii) if such failure is not caused by the acts contemplated under Article 22 of this Lease, nor caused by (iii) a Tenant Delay as defined below, Tenant shall have the option to exercise any and all of the following remedies:

- (i) Collect liquidated damages from Landlord in the amount of Five Hundred Dollars (\$500.00) per day beginning on the Delivery Date and continuing until Landlord's Work is Substantially Complete, which amount at Tenant's option shall be paid by Landlord to Tenant on a monthly basis or deducted from Tenant's payment of Base Rent (as defined in Section 3.1 of this Lease);
- (ii) Exercise its rights under Section 17.4 of this Lease; and/or
- (iii) Terminate this lease upon ten (10) days written notice to Landlord if Landlord does not: (A) receive its Building Permit within 365 days from the date of this Lease; or (B) break ground on construction of the Building within 90 days from issuance of its Building Permit; or (C) does not Substantially Complete Landlord's Work within 365 days from the date of this Lease. •

As used herein a Tenant Delay is any delay in providing information or documents by Tenant to Landlord as required in the Work Schedule above and necessary for Landlord to timely complete Landlord's Work. In the event of a Tenant Delay, the date provided for in Section 1.2 for Landlord to complete Landlord's Work shall be extended by one (1) day for each day of delay caused by Tenant.

1.8. Re-measurement. The parties hereby agree that within thirty (30) days after the Delivery Date, the rentable and useable square footage of the Premises shall be measured and certified by the Architect or by a registered architect or engineer selected by Landlord and reasonably acceptable to Tenant, at Landlord's sole cost and expense, pursuant to Building Owners and Managers Association ("BOMA") Standards and the rentable square footage of the Premises as determined therewith shall be documented in the Commencement Date Certificate, in the form attached hereto as Exhibit C.

1.9. Tenant Improvements. Tenant shall submit plans and specifications for its initial improvements ("Tenant Improvements") to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within ten (10) business days of Tenant's submission. Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Property, the Building and the Premises for purposes of delivering supplies and constructing the Tenant Improvements. During the construction of the Tenant Improvements, Tenant shall submit all changes to its plans and specifications to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within five (5) business days of Tenant's request.

1.9.1. Construction Requirements. Tenant shall obtain all building and other permits or licenses required for the work. The Tenant Improvements shall be constructed in a good and workmanlike manner using quality materials, and using licensed and insured contractors. Promptly after completion of the Tenant Improvements, Tenant shall procure a certificate of occupancy for the Premises from the applicable authorities. Copies of each such permit, license and certificate obtained by Tenant pursuant to this Section 1.9.1 shall be delivered to Landlord. Subject to the terms of Article 7 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of the Tenant Improvements. Tenant acknowledges that Landlord will purchase the Property from the City of Chicago and that City of Chicago may

require that the Tenant Improvements comply with the prevailing wage as applicable under the Davis-Bacon and other related Federal Labor Standards Acts as defined by Landlord's agreement to purchase the Property.

ARTICLE 2 - LEASE OF PREMISES; TERM

2.1. Lease of Premises. The term of this Lease shall be for approximately fifteen (15) years ("Initial Term") commencing on the date that is the earlier of: (i) ninety (90) days from the Delivery Date if DiNaso and Sons Construction Co., Inc., Landlord's general contractor ("DiNaso"), **does not complete** the Interior Work, (ii) thirty (30) days from the Delivery Date if DiNaso **does complete** the Interior Work or (iii) the date Tenant commences to treat patients at the Premises (the "Commencement Date"), and terminating on the last full calendar month of the Initial Term. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit C attached to this Lease, in order to confirm and memorialize the Commencement Date.

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

ARTICLE 3 - BASE RENT

3.1. Base Rent: Pro-ration for Partial Months.

Commencing on the Commencement Date and during the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

Year	Annual Base Rent	Monthly Base Rent
1	\$ 285,660.00	\$23,805.00
2	\$ 291,373.20	\$24,281.10
3	\$ 297,200.66	\$24,766.72
4	\$ 303,144.68	\$25,262.06
5	\$ 309,207.57	\$25,767.30
6	\$ 315,391.72	\$26,282.64
7	\$ 321,699.56	\$26,808.30
8	\$ 328,133.55	\$27,344.46
9	\$ 334,696.22	\$ 27,891.35
10	\$ 341,390.14	\$28,449.18
11	\$ 348,217.95	\$29,018.16
12	\$ 355,182.30	\$29,598.53

Site Owner Lease
ATTACHMENT – 2

13	\$ 362,285.95	\$30,190.50
14	\$ 369,531.67	\$ 30,794.31
15	\$ 376,922.30	\$31,410.19

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment of Base Rent and Additional Rent, as defined herein, shall be made to Landlord at the address specified in Section 26.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent and Additional Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any payment of Base Rent and Additional Rent is for a period shorter than one full calendar month, Base Rent and Additional Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

3.2. Base Rent for Option Terms. Base Rent for each Option Term shall be an amount that is equal to 95% of the Fair Market Value of the Premises (as defined in Section 3.2.1 of this Lease), but in no event less than \$28.75 per square foot.

3.2.1. Fair Market Value. Fair Market Value shall be defined as the then fair market rental value of unimproved shell space served by the utilities detailed in this Lease that is comparable in size to the Premises, leased for a term comparable to the Option Term, and located in buildings equivalent in quality and location to the Building. Fair Market Value shall be based on shell space that is not (i) subleased, (ii) subject to another tenant's expansion or right of first refusal rights, or (iii) leased to a tenant that holds an ownership interest in or is otherwise affiliated with the Landlord.

3.2.2. Determination of Fair Market Value. Fair Market Value shall be determined as follows: In the event the parties are unable to agree upon the Fair Market Value of the Premises, then within thirty (30) days of Tenant's exercise of a Renewal Option pursuant to Section 2.2 of this Lease, each party, at its own cost and by giving notice to the other party, shall appoint a real estate broker with at least five (5) years commercial real estate experience in the area in which the Premises are located to determine the Fair Market Value. The brokers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two brokers shall be binding upon Landlord and Tenant. In the event that the two brokers are unable to agree on the Fair Market Value, they shall immediately and mutually select an independent third broker meeting the qualifications stated in this Section 3.2.2. The third broker's determination of the Fair Market Value of the Premises shall be made within ten (10) days, and Landlord and Tenant shall share the cost of retaining the third broker equally. The two brokers or the third broker, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and 95% of which shall serve as the Base Rent for the applicable Option Term.

3.3. Late Payment of Base Rent. If Landlord does not receive any payment of Base Rent within five (5) days after that Rent is due, interest shall accrue on such unpaid Base Rent at the rate of ten percent (10%) per annum until fully paid by Tenant and Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. The parties agree that the amount of such late charge represents a fair and reasonable estimate of the costs and expenses that would be incurred by Landlord by reason of late payment by Tenant.

3.4. Additional Rent. In addition to the Base Rent, Tenant shall pay, as additional rent ("Additional Rent"), all other charges, sums or amounts permitted to be imposed against it or for which it is

obligated under any other Article of this Lease at the time provided in this Lease. If no time is specified for payment of such charges, sums or amounts, said amounts shall nevertheless be payable by Tenant and collectible by Landlord. If any such amounts or charges are not paid at the time provided in the Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Base Rent falling due. Base Rent and Additional Rent are collectively referred to as "Rent".

ARTICLE 4 - USE AND COMPLIANCE WITH LAWS

4.1. Permitted Use. Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related medical, office and administrative uses. Tenant shall not use or occupy the Premises for any other purpose without prior written notification to the Landlord. Tenant shall not conduct any activity in the Premises that are offensive, or in a manner that violates federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (collectively, "Laws"). Tenant shall cause the Premises to comply in all material respect with all Laws including, without limitation, any certificate of occupancy, business license and any law, ordinance regulation, covenant, condition or restriction affecting the Building or Property which is applicable to the Premises. Tenant may operate on the Premises, at Tenant's option, on a three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

4.2. Condition of Premises: Repairs and Replacements. Tenant shall keep the Premises in a first class condition and in a neat and orderly fashion during the Lease Term. Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or improvements to the Premises including any Alterations (as defined in Article 5), fixtures, and furnishings, in order to comply with all Laws to the extent that such Laws relate to or are triggered by Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural changes to the Premises or the Building. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all Laws to the extent that such Laws apply to the Building as a whole, or any of its structural components or mechanical or electrical systems.

4.3. Compliance with Insurer Requirements. Tenant shall, at Tenant's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body in effect during the Lease Term that (a) have been disclosed to Tenant by Landlord in writing and (b) pertain to Tenant's business operations, conduct, or use of the Premises or Property. If Tenant's business operations, conduct, or use of the Premises cause any increase in the premium for any insurance policies carried by Landlord, Tenant shall, within thirty (30) days after receipt of written notice and evidence of such increases from Landlord, reimburse Landlord the full amount for such increase.

ARTICLE 5 - ALTERATIONS; TENANT'S RIGHT TO EXPAND

5.1. General. Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 5.2 of this Lease ("Alterations"). In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its business. Tenant may also install a television or satellite antenna on the roof of the Premises for Tenant's sole use, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Notwithstanding the foregoing, Tenant shall not put anything

on the roof or penetrating through the roof of the Building, without first obtaining Landlord's written consent which may be reasonably withheld. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment. In the event that Tenant damages the Building by such remodeling or installation, Tenant shall be responsible for such repairs.

5.2. Alterations; Notification to Landlord Required. Notwithstanding anything contained in Section 5.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date which either (a) costs more than Two Hundred Thousand Dollars (\$200,000) in each instance or (b) affects the structural, electrical, mechanical or life safety systems of the Building, without prior written notification to the Landlord. Tenant shall be responsible for all costs associated with an Alteration that:

- (a) adversely impacts the structural integrity of the Building or any of its mechanical and electrical systems; or
- (b) results in Landlord being required to perform any work pursuant to any Law that Landlord could otherwise avoid or defer had the Alterations not been made.

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

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

- 5.5. Payment for Alterations.** Tenant shall promptly pay all charges and costs incurred in
- connection with its construction of all Alterations. Subject to the terms of Article 7 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building, or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of any Alteration.

ARTICLE 6- REPAIRS AND MAINTENANCE

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

6.2. Landlord's Repair and Maintenance Obligations. During the Lease Term, Landlord shall:

(a) without expense to Tenant, maintain and make all necessary repairs and/or replacements to the exterior and structural portions of the Property, Building and Premises, including, without limitation: foundations, including the slab, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings.

(b) maintain and make all necessary repairs and/or replacements to the following, unless Tenant elects to maintain any of the following by providing written notice to Landlord

electing to do the same at its sole cost and expense: parking areas (including surfacing, striping, paving and sealing), curbing, sidewalks and directional markers, ice and snow removal, water mains, gas and sewer lines, private roadways, landscape, loading docks, if any, and provision and repair of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall reimburse Landlord for the costs and expenses of the maintenance and repair contemplated in this Section 6.2(b) (the "Maintenance Expenses"), except for the replacement of the parking lot or any other capital expenditure, as defined in Section 6.2(b)(vii) below, as Additional Rent for the same periods and in the same manner, time, and place as the Base Rent.

(i) Payment of Estimated Maintenance Expenses. On or before December 31st of each year during the Lease Term, Landlord shall provide Tenant with a statement detailing Landlord's reasonable estimate of the Maintenance Expenses for the upcoming calendar year (the "Estimated Statement"). Tenant shall pay to Landlord, Landlord's estimate of Maintenance Expenses each month together with Tenant's payment of Base Rent.

(ii) Annual Reconciliation of Maintenance Expenses. On or before April 15th of each year, Landlord shall provide Tenant with a statement showing the actual Maintenance Expenses for the previous calendar year (the "Actual Expenses Statement"). Landlord shall indicate on -Actual Expenses Statement whether there is a shortfall or overpayment by Tenant in its payment of Maintenance Expenses for the prior calendar year. If a shortfall exists, Tenant shall pay, within thirty (30) days of receipt of the Actual Expenses Statement, the full amount of that shortfall. If an excess exists, Landlord shall apply such excess to Tenant's next monthly Rent payment. No interest shall accrue on any shortfall or overpayment by Tenant of the estimated Maintenance Expenses. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

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

(iv) Resolution of Tenant's Audit. If Landlord agrees with Tenant's Audit Claim, Landlord shall reimburse Tenant for Tenant's overpayment or Tenant shall pay Landlord for any shortfall, within thirty (30) days. If Landlord disputes the results of Tenant's audit, the parties shall agree on a third party arbitrator to conduct its own independent audit of the Maintenance Expenses for the calendar year or years in question. The parties shall cooperate with such third party arbitrator so that it can make a determination as to the validity of Tenant's Audit Claim. The determination of the third party arbitrator shall be given to the parties with sixty (60) days and shall be final and binding upon the parties. Upon the conclusion of the third party arbitrator's audit, all amounts owed by Landlord to Tenant or by Tenant to Landlord, as the case may be, shall

be made within ten (10) days. The parties shall share the costs of retaining the third party arbitrator equally. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

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

(vi) Time Limitation to Bill Tenant for Maintenance Expenses. In no event shall Tenant be required to pay any Maintenance Expenses that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in Maintenance Expenses more than two (2) years after furnishing an Actual Expenses Statement to Tenant.

(vii) Capital Expenditures. Expenses incurred by Landlord that are considered to be capital improvements or capital replacements but that are not intended as a labor saving device pursuant to this Section 6.2 (b) or under generally accepted accounting and management practices shall not be included in Maintenance Expenses. Notwithstanding the foregoing, Landlord may charge as an Maintenance Expense any capital expenditures intended to reduce Maintenance Expenses or affect economies in the operation, maintenance, or repair of the Building provided that Landlord shall provide Tenant with (i) an estimate of the amount of reduction in Maintenance Expenses anticipated as a result of that capital improvement or replacement, (ii) an estimate of the cost of the capital improvement and the annual amortization charge of that capital expenditure, and (iii) reasonably sufficient information to support those estimates. All capital improvements or capital replacement expenditures included in Maintenance Expenses shall be amortized over Landlord's commercially reasonable determination of the useful life of that capital improvement or replacement in accordance with Generally Accepted Accounting Principles.

6.3. Limitations on Repair and Maintenance Obligations and Defaults. All of the foregoing in this Article 6 notwithstanding, neither Landlord nor Tenant shall be obligated to perform any maintenance, repair or replacement necessitated by the negligence or willful misconduct of the other party, or of the other's employees, contractors, or agents. The party whose negligence or willful misconduct caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. Neither party shall be in default of its repair and maintenance obligations under this Article 6 if Landlord or Tenant, as the case may be, begins performing repairs and maintenance and, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete such work and the responsible party is diligently prosecuting such work to completion.

ARTICLE 7 - COVENANT AGAINST LIENS

7.1. Covenant Against Liens. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Building, or Premises or Tenant's leasehold interest therein. Landlord shall have the right to post and record notices of non-responsibility in the Premises during Tenant's construction of any Alteration. Within thirty (30) days of written notice from Landlord, Tenant shall fully

discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by the applicable lien Law. Nothing contained in this Section 7.1 shall restrict or prohibit Tenant from initiating a legal action or defending itself in an existing legal proceeding to determine the validity of any lien or attachment. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless for, from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys' fees and court costs) relating to such liens and attachments. In no event shall Tenant be in default under the terms of this Lease so long as Tenant is diligently pursuing the full discharge of any lien placed upon the Property, Building, or Premises, as the case may be.

ARTICLE 8 - ENTRY BY LANDLORD

8.1. Landlord's Access to Premises. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last one hundred eighty (180) days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 8 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

8.1.1. Emergency Entries. Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 8.1.1, an emergency situation is one that poses a threat of imminent bodily harm or property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

8.2. HIPAA Compliance Provision. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 8, except for an emergency entry into the Premises taken pursuant to Section 8.1.1 of this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

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

ARTICLE 9 - HVAC, UTILITIES AND SERVICES

9.1. HVAC. Landlord, at its own expense, shall install heating and air conditioning equipment to serve the Premises ("HVAC") to provide heating and air conditioning services to the Premises on a 24-hour-a-day, 7-day-a-week basis at an industry accepted temperature and at an air flow required by the stricter of (a) any applicable building codes; or (b) Tenant's specifications as attached hereto as Exhibit B-2. Tenant shall be responsible for the installation of ductwork for and regular maintenance of the HVAC. Tenant may, at its sole cost and expense, hire an independent licensed contractor to perform such installation and maintenance. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, be responsible for repairs to or replacement of the HVAC if such repair exceeds the cost of One Thousand Five Hundred Dollars (\$1,500.00) or more.

9.2. Utilities and Services. Landlord shall ensure that water, electricity, gas, sewer, and other standard utility services as outlined in the utility matrix in Exhibit B, attached hereto are provided to the Premises by maintaining, repairing and/or replacing all utility lines to the Premises. Landlord shall also be solely responsible for all connection or hook-up charges and fees, including any impact and tapping fees, with respect to utility services supplied to the Premises and pay for the separate metering of the Premises. Tenant, at its sole cost and expense, shall be responsible for the distribution of all utilities within the Premises and bringing telephone service and cable or satellite television service to the Premises.

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

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

ARTICLE 10-TAXESTax Expenses. "Tax Expenses" means all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) during any calendar year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing, and/or operation of the Property or the Building. Tax Expenses shall include taxes, fees, and charges such as real property taxes, general and special assessments, transit taxes, leasehold taxes, and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant). Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services

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such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tax Expenses shall also include any government or private assessments (or the Building's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Tax Expenses" for purposes of this Lease.

10.1.1 Excluded Taxes. Notwithstanding the provisions of Section 10.1, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's gross or net income shall not be included in Tax Expenses.

10.2. Payment of Tax Expenses. Landlord shall pay before due all Tax Expenses assessed against the Property. Tenant shall reimburse Landlord, on a monthly basis as Additional Rent, for Taxes as contemplated in Article 6 above. In other words, Tenant shall pay Landlord on a monthly basis 1112th of the estimated cost of the annual real estate taxes. At Tenant's sole cost, Tenant or Landlord 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.

10.3. Payment of Personal Property Taxes. Tenant shall pay before due all taxes levied or assessed against its personal property, furniture, or fixtures placed within the Premises.

ARTICLE 11 – INSURANCE

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

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, Alterations made by Tenant.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. Tenant shall, upon written request, provide the Landlord with a certificate of insurance evidencing the existence and amounts of such insurance required herein, naming Landlord as "additional insured". Notwithstanding the foregoing, the insurance agreed to in this Section **11.1** may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance.

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

- (a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Property, the Building, and the Premises, including Landlord Work and also including but not limited to the parking lot, common areas, foundation, and roof.
- (b) Comprehensive general liability or public liability insurance with limits not less than \$2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

Insurance agreed to herein may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. The Landlord shall, upon written request, provide the Tenant with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

Tenant shall reimburse Landlord for Landlord's costs associated with the insurance premiums (but not deductibles) for the insurance contained in Section 11.2(a) on a monthly basis, as Additional Rent, as contemplated in Article 6.

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

ARTICLE 12 - HAZARDOUS MATERIALS; MEDICAL WASTE

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

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

12.2. Representations and Warranties of Landlord. Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, (b) Landlord has or will provide Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate

to the existence of Hazardous Materials including, without limitation, a Phase I Study and Phase II Study, and (c) except as disclosed in the above-referenced Phase I Study and the Phase II Study, Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

12.3. Tenant's Use of Hazardous Materials. Except as may be required in Tenant's ordinary course of business and as provided by law, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building, or the Premises. Tenant shall comply at all times during the Lease Term with all Laws governing the use, storage, and disposal of Hazardous Materials, including those Laws cited in Section 12.1 of this Lease.

12.4. Notification to Other Party. During the Lease Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises, the Building, or the Property or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, that party shall give the other party written notice of the release or investigation within three (3) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

12.5. Remediation Obligations. If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 12.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than one (1) business day, Base Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises. However, if Tenant or Tenant's employees, agents, contractors, or invitees caused the contamination, there shall be no rent abatement.

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

attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

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

ARTICLE 13 - INDEMNIFICATIONS

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

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

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ARTICLE 14 - DAMAGE AND DESTRUCTION*Partial Damage or Destruction.* If no more than twenty-five percent (25%) of the Property, Building, Premises or parking areas are partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Landlord shall promptly restore the Property, Building, Premises or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Base Rent shall be abated for the portion of the Premises not occupied by Tenant during the time of such restoration and for any portion of the Premises which

may be occupied by Tenant but which are unfit for the purposes permitted under this Lease. In the event that Landlord fails to restore the Property, Building, Premises or parking areas, as the case may be, within the one hundred eighty (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days' notice to Landlord or exercise its rights under Section 17.4 of this Lease. However, if Landlord is diligently pursuing the restoration of the Premises, including the permitting process, and the process is delayed because of permit delays, Tenant shall not be permitted to terminate the Lease. Notwithstanding the foregoing, Landlord shall not be required to make any repairs or restorations that are prohibited by law, and Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.

14.1. Complete Damage or Destruction. If twenty-five percent (25%) or more of the Property, Building, Premises or parking areas are destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Landlord shall, within ninety (90) days after the date of the casualty, commence its reconstruction, provided that Landlord is able to secure a building permit within such time limitation. The following provisions shall apply in the event of a complete destruction:

- (a) Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Landlord's commercially reasonable determination of period for reconstruction will exceed two-hundred and seventy (270) days from the date of the casualty;
- (b) Base Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Landlord's restoration obligations as provided in this Article 14. If Tenant occupies a portion of the Premises during Landlord's restoration of the Premises, Base Rent shall be abated only for the portion of the Premises not occupied by Tenant. •

14.2. Damage Near End of Term. Notwithstanding any other provision of this Article 14 to the contrary, if any portion of the Property, Building, Premises or parking areas are destroyed or materially damaged by a casualty during the last twelve (12) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

14.3. Effective Date of Termination: Rent Apportionment. If Landlord or Tenant elects to terminate this under this Article 14 in connection with a casualty, Tenant shall pay Base Rent properly apportioned up to the date of the casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

ARTICLE 15- CONDEMNATION

15.1. Condemnation. If any portion of the Premises or the parking lot serving the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose or is sold to the condemning authority in lieu of condemnation, and such condemnation renders the Premises inaccessible or unusable, Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party. Tenant shall have the right to make such claims as may be available to Tenant under applicable law, provided such claims do not reduce the amount of condemnation proceeds available to Landlord. Notwithstanding the foregoing, Landlord shall be entitled to receive the entire award or payment in connection with any taking of the Premises without deduction for any estate vested in Tenant by this Lease. Tenant hereby expressly assigns to Landlord all of its right title and interest in and to every such award or payment and agrees that Tenant shall not be entitled to any award or payment for the value of Tenant's

leasehold interest in the Lease. Tenant shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of Tenant's personalty, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of Landlord's claim for the taking.

- 15.1. Apportionment of Base Rent. If this Lease is terminated under this Article 15, Tenant shall only be obligated to pay Base Rent for the period up to, but not including, the termination date of this Lease. Landlord shall return to Tenant any prepaid Base Rent allocable to any period on or after the Termination Date.

ARTICLE 16 - ASSIGNMENT AND SUBLEASING

16.1. Restriction on Landlord's Right to Alienate Property. Prior to the Commencement Date, Landlord shall not be permitted to sell or otherwise transfer any portion of its interest in the Property or under this Lease without first obtaining the written consent of Tenant, which Tenant may grant or withhold in its sole discretion. After the Commencement Date, Landlord shall have the right to sell or transfer any portion of its interest under the Property or under the Lease in its sole and absolute discretion.

16.2. Restricted Transfers by Tenant. Except as provided in Section 16.3 of this Lease, Tenant shall not voluntarily assign, sublease or otherwise encumber any part of its interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available. Tenant acknowledges that Landlord has relied both on the business experience and creditworthiness of Tenant and upon the particular purpose for which Tenant intends to use the Premises in entering into this Lease.

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

16.2.2. Release of Tenant. If Landlord consents to any Restricted Transfer, Tenant and any guarantor of this Lease shall thereafter be released from all liability under this Lease accruing after the date of the Restricted Transfer.

16.3. Permitted Transfers by Tenant. Notwithstanding Section 16.1, Tenant may assign this Lease or sublease the Premises in whole or in part, upon written notice to Landlord, but without the consent of Landlord to:

- (a) any entity into which or with which Tenant has merged or consolidated;
- (b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Tenant;
- (c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;
- (d) any partnership, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant;
- (e) any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting; or
- (f) as a subtenant only, any doctor or medical director associated with Tenant, provided that no more than ten percent (10%) of the Premises are transferred pursuant to this Section 16.2(±); or
- (g) any other party, provided that Tenant and any guarantor of this Lease agree in writing to remain liable under this Lease.

Notwithstanding the forgoing Guarantor agrees to remain responsible for the payment of any amount due or for the performance of any obligation of Tenant under the Lease as amended pursuant to the terms of the attached Guaranty in the event of any of the Permitted Transfers by Tenant referenced above in (a), (b), (c), (d), (e) and/or (f).

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

ARTICLE 17 -DEFAULTS AND REMEDIES

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

- (a) Tenant's failure to pay when due any Base Rent, Additional Rent or any other monetary obligation required to be paid under this Lease if the failure continues for ten (10) days after Tenant's receipt of written notice of its failure from Landlord to Tenant;
- (b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days, Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure as soon as reasonably possible;
- (c) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or

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- (d) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.

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

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

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

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 17.3, Tenant shall have the right to exercise its rights pursuant to Section 17.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within five (5) business days.

17.4. Tenant's Right of Self-Help. In the event of a default of this Lease by Landlord pursuant to Section 17.3, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 17.4, Tenant shall have the right to use contractors of its

choosing. Landlord hereby grants to Tenant and Tenant's contractors a license, effective during the Lease Term, to enter those portions of the Property, Building, and Premises that are reasonably necessary for Tenant to take such action. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 17.4 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein, such failure shall be considered a material breach of this Lease and the following provisions shall apply:

- (i) Interest shall accrue on such unpaid amounts at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate; and
- (ii) Tenant may deduct the full cost incurred in curing Landlord's default and any accrued interest thereon pursuant to Section 17.4(i) of this Lease from future payments of Base Rent.

ARTICLE 18 - HOLDING OVER

18.1. Holdover Rent. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease except that (a) Base Rent shall be equal to One hundred twenty five (125%) of the Base Rent paid by Tenant to Landlord for the month in which this Lease expired or was otherwise terminated and (b) Tenant shall not have any right to extend the Lease Term.

18.2. Limitation on Tenant's Liability for Holdover. Tenant shall not be liable for any damages sustained by Landlord on account of Tenant's holdover unless Landlord provides Tenant with thirty (30) days written notice to vacate the Premises and Tenant thereafter fails to do so.

ARTICLE 19 - SURRENDER OF PREMISES

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

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

19.3. Removal of Alterations. Tenant shall have the right, but not the obligation, to remove Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Article 5 of this Lease. In the event that Tenant removes any Alterations pursuant to this Section 19.3,

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Tenant shall, at Tenant's expense, repair all damage to the Building and the Premises resulting from such removal. In the event Tenant does not remove any Alterations prior to the expiration or earlier termination of this Lease, such Tenant Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

ARTICLE 20 - ESTOPPEL CERTIFICATES

20.1. Obligation to Provide Estoppel Certificates. Within fourteen (14) days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction. Notwithstanding the foregoing, at minimum the estoppel certificate will contain the following: (i) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises, and specifying the reasons therefor); (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Lease Term; (iv) the date to which the Base Rent and Additional Rent have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by Landlord in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (vi) that no notice has been received by Tenant of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Landlord; and (viii) any other information reasonably requested by Landlord, lender, or its present or proposed purchaser or mortgagee.

ARTICLE 21- SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT

21.1. Automatic Subordination of this Lease. This Lease shall at all times be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other encumbrances recorded now or subsequently against the Premises or the Property and all renewals, modifications, re-financings and extensions thereof (collectively, "Encumbrances"). This clause shall be self-operative, but within fourteen (14) days after the receipt of a written request from Landlord or any Encumbrance holder, Tenant shall execute a commercially reasonable subordination agreement together with any customary additional documents evidencing the priority of the Encumbrance and the subordination of this Lease with respect to such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

21.2. Non-Disturbance and Attornment. Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by sale, foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall

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not be liable for making payments of Base Rent or any other sums due pursuant the terms of this Lease directly to the transferee.

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

ARTICLE 22 - FORCE MAJEURE

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

ARTICLE 23 - SIGNS

23.1. Building Name: Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 23, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term.

23.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on the Building, the Property and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the parking areas of the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 23.2 shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

23.3 Compliance with Laws. Notwithstanding anything contained in this Article 23 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

23.4. Removal of Tenant's Signs Upon Lease Termination. Tenant, at its sole cost and expense, shall promptly and permanently remove all of its signs installed pursuant to Section 23.2 of this Lease upon the termination or earlier expiration of this Lease.

ARTICLE 24- PARKING

24.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with sufficient parking for Tenant's employees and patients in a location adjacent to the Premises and in no event less than 19 parking spaces, notwithstanding the parking formula referenced in Exhibit B. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

ARTICLE 25 - BROKERS

25.1. Brokers. Landlord and Tenant hereby represent to each other that they know of no real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Article 25 shall survive the expiration or earlier termination of this Lease.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

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

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

26.3. Application of Payments: No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 26.3 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

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

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

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

26.7. Recording-Memorandum of Lease. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and

deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

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

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

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

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

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

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

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

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

If to Landlord: 63rd Sangamon Investment, L.L.C. c/o
Howard J. Powers II
4007 S. Wabash Ave.
Chicago, IL 60653

If to Tenant: Ross Dialysis - Englewood, LLC At the
Premises

with a copies to:

Ross Dialysis - Englewood, LLC
c/o Fresenius Medical Care North America Attention: Law
Department
920 Winter Street
Waltham, MA 02451

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 26.15.

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

26.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's use and is not located within a Flood Plain.

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

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

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

26.21. Contingency for Purchase of Property. Landlord and Tenant's obligations hereunder are contingent upon Landlord closing on the purchase of the Property within one hundred eighty (180) days after the full execution of this Lease by both parties (the "Contingency Date"). In the event Landlord has not closed on the Property by the Contingency Date, evidenced by written notice to Tenant from Landlord, Tenant may terminate this lease upon written notice to Landlord of said termination. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

29.22. Guaranty of Lease. The Lease shall be guaranteed by Fresenius Medical Care Holdings, Inc., and attached hereto as Exhibit F.

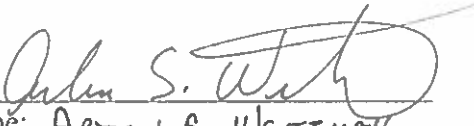
SIGNATURE PAGE FOLLOWS

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

LANDLORD:

63rd Sangamon Investment, L.L.C.


Name: ARDEN S. WEITZMAN
Title: MANAGER

TENANT:

Ross Dialysis - Englewood, LLC
By: Fresenius Medical Care Ventures, LLC
Its: Member


Name: /
Title: **Bryan Mello**
Treasurer

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

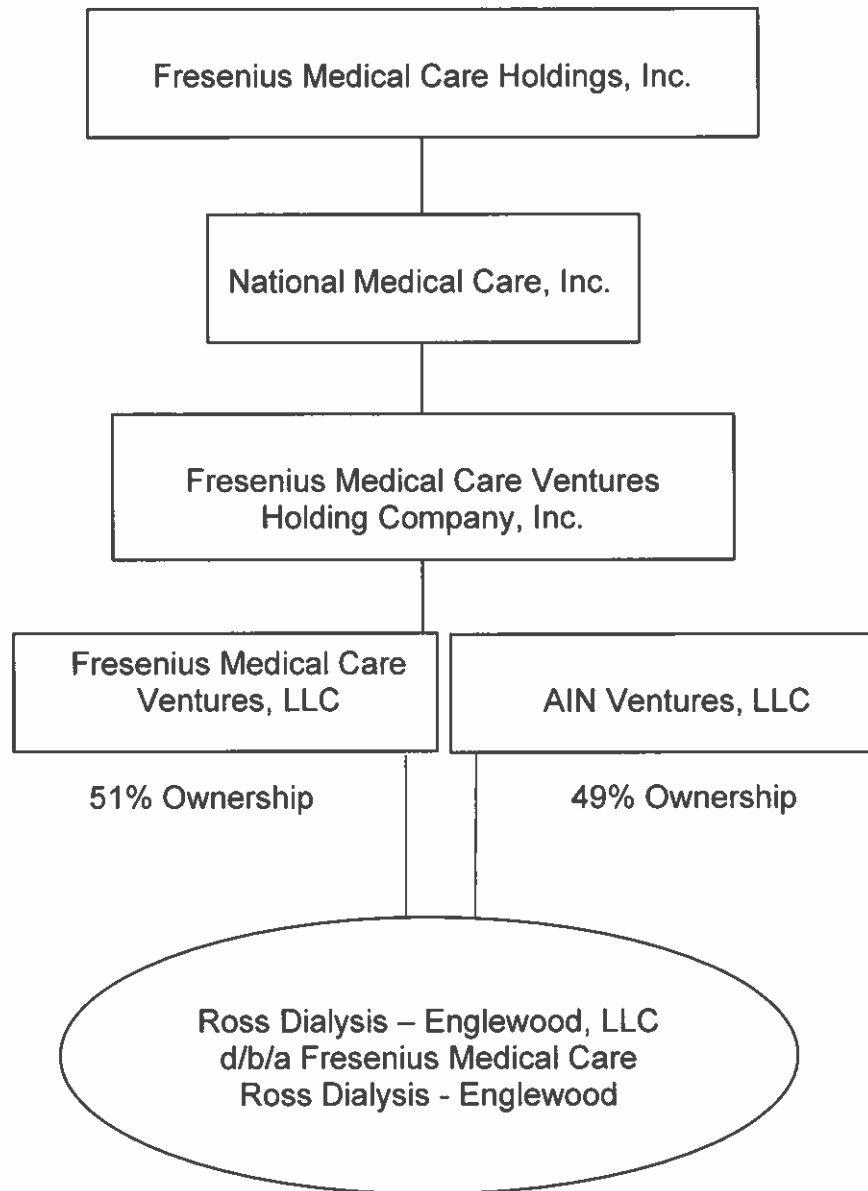
Exact Legal Name: Ross Dialysis - Englewood, LLC			
Address: 920 Winter Street, Waltham, MA 02451			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
○ Corporations and limited liability companies must provide an 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.			

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

Ownership

Fresenius Medical Care Ventures, LLC has a 51% ownership interest in Ross Dialysis - Englewood, LLC.

AIN Ventures, LLC has a 49% ownership interest in Ross Dialysis - Englewood, LLC. Its address is 210 S. Des Plaines Street, Chicago, IL 60661.



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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.**
Ross Dialysis – Englewood, LLC proposes to discontinue the Fresenius Medical Care Ross Dialysis - Englewood ESRD facility located at 946 W 63rd Street, Chicago, consisting of 24 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 or 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.

CHICAGO SUN★TIMES

Certificate of Publication

On Behalf of:

FRESENIUS KIDNEY CARE

Customer No: 106517

Ad No: 15073

PO Number: FKC Ross Dialysis

Chicago, IL – In accordance with the requirements of the Illinois Health Facilities and Services Review Board ("HFSRB") notice is given that the Fresenius Medical Care Ross Dialysis - Englewood dialysis facility, located at 946 W. 63rd Street, Chicago, Illinois proposes to discontinue its hemodialysis treatment center on 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: <http://www2.illinois.gov/sites/hfsrb/Pages/default.aspx> 3/11/2026 #15073

FRESENIUS KIDNEY CARE

3500 LACEY ROAD SUITE 900
DOWNERS GROVE, IL 60515

ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF July 1, 1874. Amended by Laws 1959, P1494, EFF July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, P1

As published in Chicago Sun Times in the issue(s) of:

3/11/2026

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:



William Weibert
Senior Director
Advertising

Date 3/11/2026

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
- Alderwoman Stephanie Coleman
- Illinois State Senator Mattie Hunter
- Illinois State Representative Sonya Harper



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 Ross Dialysis-Englewood

Dear Mr. Kniery,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

The Ross Dialysis - Englewood facility was acquired by Fresenius Medical Care 20 years ago. In 2019, it was relocated to a new modern building and finished the year with 70 patients. By 2023 the utilization was only at 38% with 55 patients. The utilization has declined further to 35% with 50 patients as of December 2025. This is consistently far below HFSRB's target utilization rate of 80%. The current 50 patients of the Ross Dialysis - Englewood facility will easily be accommodated at nearby Fresenius Medical Care facilities located less than 2 miles away and are operating at a combined 57% utilization rate.

The facility has had difficulty employing adequate staff along with an inability to attract qualified applicants for key roles such as clinical manager or charge nurse. This has created an extra burden with costly rehiring and utilizing float or temporary staff. Our resources will be better allocated by transferring patients and staff to area underutilized clinics of their choice creating adequately staffed clinics with manageable utilization rates.

Given the facility's continued decline in utilization, partially due to patients choosing home therapies, staffing issues, excess capacity at area Fresenius Medical Care facilities, and a HFSRB determined excess of 96 ESRD stations in Health Service Area 6, the City of Chicago, 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.

Thrive On

Discontinuation – Official Notification
ATTACHMENT 10



**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 Ross Dialysis-Englewood

Dear Director Whitehorn,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

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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 Ross Dialysis-Englewood

Dear Director Vohra,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

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Discontinuation – Official Notification
ATTACHMENT 10



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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

Alderdwoman Stephanie Coleman
16th Ward Alderdwoman
1137 W 63rd St., Unit C
Chicago, IL 60621

Re: Fresenius Medical Care Ross Dialysis-Englewood

Dear Alderdwoman Coleman,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

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Discontinuation – Official Notification
ATTACHMENT 10



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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

Senator Mattie Hunter
IL State Senate, District 3
2929 S. Wabash Ave., #102
Chicago, IL 60616

Re: Fresenius Medical Care Ross Dialysis-Englewood

Dear Senator Hunter,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

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Discontinuation – Official Notification
ATTACHMENT 10



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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

Discontinuation – Official Notification
ATTACHMENT 10



February 17, 2026

Via Certified Mail

Representative Sonya Harper
Illinois State Representation, District 6
2015 W. 63rd St.
Chicago, IL 60636

Re: Fresenius Medical Care Ross Dialysis-Englewood

Dear Representative Harper,

I am writing to inform you that Ross Dialysis-Englewood, 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 24-station Fresenius Medical Care Ross Dialysis - Englewood facility located at 946 W. 63rd Street, Chicago.

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Discontinuation – Official Notification
ATTACHMENT 10



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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

7020 2450 0001 0274 1090	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Representative Sonya Harper Illinois State Representation, District 6 2015 W. 63 rd St. Chicago, IL 60636 U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Senator Mattie Hunter IL State Senate, District 3 2929 S. Wabash Ave., #102 Chicago, IL 60616 U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Director Sameer Vohra, MD IL Dept. of Public Health 122 S. Michigan Ave., 20 th Floor Chicago, IL 60603 PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions.
7020 2450 0001 0274 1113	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Director Sameer Vohra, MD IL Dept. of Public Health 122 S. Michigan Ave., 20 th Floor Chicago, IL 60603 PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions.
7020 2450 0001 0274 1076	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Alderwoman Stephanie Coleman 16 th Ward Alderwoman 1137 W 63 rd St., Unit C Chicago, IL 60621 PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions.
7020 2450 0001 0274 1106	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Chicago, IL 60607 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 Director Elizabeth Whitehorn IL Dept. of Healthcare & Family Services 401 S Clinton St. Chicago, IL 60607 PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions.
7020 2450 0001 0274 1069	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com ®. Springfield, IL 62761 OFFICIAL USE Certified Mail Fee \$15.30 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 \$0.75 Total Postage and Fees \$10.45 John Kniery IL Health Facilities & Services Review Board 525 W. Jefferson St., 2 nd Floor Springfield, IL 62761 PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions.

Discontinuation – Certified Mail Receipt
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
IL Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761



9590 9402 6302 0274 0487 34

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1069

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)

Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If 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 26

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1106

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Portia S. Secor

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If 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

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- Complete items 1, 2, and 3.
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1. Article Addressed to:

Representative Sonya Harper
Illinois State Representation, District 6
2015 W. 63rd St.
Chicago, IL 60636



9590 9402 6302 0274 0488 33

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1090

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? ☐ Yes
If 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



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 Ross Dialysis – Englewood, 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,

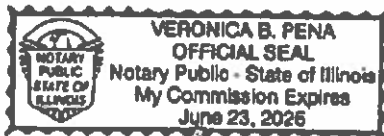
Lori Wright
Senior CON Specialist

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 Ross Dialysis - Englewood facility was acquired by Fresenius Medical Care approximately 20 years ago. In 2019, it was relocated to a new building and finished the year with 70 patients. By 2023 the utilization was only at 38% with 55 patients. The utilization has declined further to 35% with 50 patients as of December 2025. This is consistently below HFSRB's target utilization rate of 80%.

In recent years the facility has experienced challenging staffing shortages requiring costly hiring and rehiring, and utilization of temporary staffing.

Given the facility's continued decline in utilization, partially due to patients choosing home therapies, staffing issues, excess capacity at area Fresenius Medical Care facilities, and a HFSRB determined excess of 96 ESRD stations in Health Service Area 6, Chicago, the decision was made discontinue the facility operations and concurrently coordinate care for the facility's existing patients to a nearby Fresenius Medical Care facility or any other facility of their choice, to offer continued access to 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.**

Arrangements have been made for all current patients of the facility to be able to receive dialysis care at an area Fresenius Medical Care in-center facility, home therapies training facility, or any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have already been placed at alternative facilities offering continued access to dialysis treatment including home 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 non-Fresenius Medical Care dialysis providers in the 5-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 Beverly Dialysis
8109 S. Western Avenue
Chicago, IL 60620

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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

March 19, 2026

Facility Administrator
DaVita Brighton Park Dialysis
4737 S. California Avenue
Chicago, IL 60632

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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



March 19, 2026

Facility Administrator
DaVita Emerald Dialysis
710 W. 43rd Street
Chicago, IL 60609

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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



March 19, 2026

Facility Administrator
DaVita Grand Crossings Dialysis
7319 S. Cottage Grove Avenue
Chicago, IL 60619

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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



March 19, 2026

Facility Administrator
DaVita Kenwood Dialysis
4259 S. Cottage Grove Avenue
Chicago, IL 60653

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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

March 19, 2026

Facility Administrator
DaVita Stony Island Dialysis
8725 S. Stony Island Avenue
Chicago, IL 60617

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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

March 19, 2026

Facility Administrator
DaVita West Lawn Dialysis
7000 S. Pulaski Road
Chicago, IL 60629

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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



March 19, 2026

Facility Administrator
DaVita Woodlawn Dialysis
5060 S. State Street
Chicago, IL 60609

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 Ross Dialysis - Englewood 24-station dialysis center located at 946 W. 63rd Street, Chicago. 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 Ross Dialysis - Englewood facility.

The estimated date that this closure will occur is April 30, 2026, pending HFSRB approval. Over the past two calendar years (2024 & 2025) the Ross Dialysis - Englewood facility provided 12,091 dialysis treatments to approximately 98 end stage renal disease (ESRD) patients. Arrangements were made for the facility patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider facility of their choice. We do not expect that there will be any adverse impact on care for patients in this market area, nor on any other area dialysis providers because all patients have been accommodated at a facility of their choice.

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

Ship To:	Ship From:	Return Address:
DaVita Beverly Dialysis Facility Administrator 8109 S. Western Avenue CHICAGO IL 60620593 9 Telephone 833340235 0	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNERS GROVE IL 60515	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNERS GROVE IL 60515

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451390965513</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451390965513

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 11:11 A.M.

Received By

BYRD

Delivered To

8109 S WESTERN AVE
CHICAGO, IL, 60620, US

Delivery Location

Front Desk

Reference Number(s)

CHICAGO, 90420000

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 10:56 A.M. EST

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Stony Island Dialysis Facility Administrator 8725 S. Stony Island Avenue CHICAGO IL 60617270 9 Telephone: 833389308 8	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNS GROVE IL 60515	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNS GROVE IL 60515

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451395880131</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451395880131

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 3:04 P.M.

Received By

DAVITA

Delivered To

8725 S STONY ISLAND AVE
CHICAGO, IL, 60617, US

Delivery Location

Front Desk

Reference Number(s)

CHICAGO, 90420000

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 9:02 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Brighton Park	Fresenius Medical	Fresenius Medical
Dialysis	Care	Care
Facility Administrator	Lori Wright	Lori Wright
4737 S. California	3500 Lacey Rd	3500 Lacey Rd
Avenue	Suite 900	Suite 900
CHICAGO IL 60632201	DOWNERS	DOWNERS
5	GROVE IL 60515	GROVE IL 60515
Telephone: 833439096		
7		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1	1ZE3E1451393394527	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451393394527

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 11:36 A.M.

Received By

DAVITA

Delivered To

4737 S CALIFORNIA AVE
CHICAGO, IL, 60632, US

Delivery Location

Receiver

Reference Number(s)

CHICAGO, 90420000

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 9:09 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Kenwood	Fresenius Medical	Fresenius Medical
Dialysis	Care	Care
Facility Administrator	Lori Wright	Lori Wright
4259 S. Cottage Grove	3500 Lacey Rd	3500 Lacey Rd
Avenue	Suite 900	Suite 900
#100	DOWNERS	DOWNERS
CHICAGO IL 60653292	GROVE IL 60515	GROVE IL 60515
9		
Telephone:833389308		
7		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451394622297</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451394622297

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 2:27 P.M.

Received By

DAVITA

Delivered To

4259 S COTTAGE GROVE AVE
CHICAGO, IL, 60653, US

Delivery Location

Office

Reference Number(s)

CHICAGO, 90420000

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 9:12 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Woodlawn	Fresenius Medical	Fresenius Medical
Dialysis	Care	Care
Facility Administrator	Lori Wright	Lori Wright
5060 S. State Street	3500 Lacey Rd	3500 Lacey Rd
CHICAGO IL 60609532	Suite 900	Suite 900
8	DOWNERS	DOWNERS
Telephone 872241186	GROVE IL 60515	GROVE IL 60515
2		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451396245923</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451396245923

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 9:25 A.M.

Received By

SIMONE

Delivered To

5060 S STATE ST
CHICAGO, IL, 60609, US

Delivery Location

Inside Delivery

Reference Number(s)

CHICAGO, 90420000

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 9:15 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita West Lawn	Fresenius Medical	Fresenius Medical
Dialysis	Care	Care
Facility Administrator	Lori Wright	Lori Wright
7000 S. Pulaski Road	3500 Lacey Rd	3500 Lacey Rd
CHICAGO IL 60629584	Suite 900	Suite 900
2	DOWNERS	DOWNERS
Telephone:833315151	GROVE IL 60515	GROVE IL 60515
3		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451394340109</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451394340109

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 10:46 A.M.

Received By

GUTIERREZ

Delivered To

7000 S PULASKI RD
CHICAGO, IL, 60629, US

Delivery Location

Front Desk

Reference Number(s)

CHICAGO, 90420000

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 9:17 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Emerald Dialysis Facility Administrator 710 W. 43rd Street CHICAGO IL 60609343 5 Telephone:866544674 1	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNERS GROVE IL 60515	Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNERS GROVE IL 60515

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451391683138</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451391683138

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 1:26 P.M.

Received By

DAVITA

Delivered To

710 W 43RD ST
CHICAGO, IL, 60609, US

Delivery Location

Inside Delivery

Reference Number(s)

CHICAGO, 90420000

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 9:20 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

Ship To:	Ship From:	Return Address:
DaVita Grand	Fresenius Medical	Fresenius Medical
Crossings	Care	Care
Facility Administrator	Lori Wright	Lori Wright
7319 S. Cottage Grove	3500 Lacey Rd	3500 Lacey Rd
Avenue	Suite 900	Suite 900
Suite 900	DOWNERS	DOWNERS
3500 Lacey Rd	GROVE IL 60515	GROVE IL 60515
CHICAGO IL 60619190		
9		
Telephone 833375151		
1		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451397671541</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 90420000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451397671541

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 1:29 P.M.

Received By

DAVITA

Delivered To

7319 S COTTAGE GROVE AVE
CHICAGO, IL, 60619, US

Delivery Location

Inside Delivery

Reference Number(s)

CHICAGO, 90420000

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 9:25 A.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

Section III, Background and Purpose of the Project and Alternatives
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 partner, AIN Ventures, LLC, of Ross Dialysis - Englewood, LLC is at Attachment 11.
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	14-2639	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	60638
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	2205 E. Empire St.	Bloomington	61704
Melrose Park	14-2554	6 N. 9th Avenue	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Moline	14-2526	400 John Deere Road	Moline	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	14-2868	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	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
Regency Park	14-2558	124 Regency Park Dr., Suite 1	O'Fallon	62269
River Forest	14-2735	103 Forest Avenue	River Forest	60305
Rock Island	14-2703	2623 17th Street	Rock Island	61201
Rock River - Dixon	14-2645	101 W. Second Street	Dixon	61021
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	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. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	7 Professional Drive	Alton	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Springfield East	14-2853	140 S. Martin Luther King Drive	Springfield	62703
Spring Valley	14-2564	12 Woller 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. Nellnor	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

Fresenius Medical Care facilities owned/operated by JV Member, AIN Ventures, LLC, of Ross Dialysis - Englewood, LLC - Greater than 5%

Clinic	Provider #	Address	City	Zip
Chatham	14-2744	8710 S. Holland Road	Chicago	60620
Beverly Ridge	14-2827	9924 S. Vincennes	Chicago	60643
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
Evergreen Park	14-2545	8109 S. Kedzie	Evergreen Park	60805
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Marquette Park	14-2566	6535 S. Western Ave.	Chicago	60636
Melrose Park	14-2554	6 N. 9th Avenue	Melrose Park	60160
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
New City	14-2815	4616 S. Bishop	Chicago	60609
Niles	14-2559	9371 N. Milwaukee Ave	Niles	60714
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northcenter	14-2531	2620 W. Addison	Chicago	60618
Polk	14-2502	557 W. Polk St.	Chicago	60607
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	132 W. 111th Street	Chicago	60628
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Grayslake	14-2880	1837 Victor Drive	Grayslake	60030
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Logan Square	14-2766	2721 N. Spaulding	Chicago	60647
South Deering	14-2756	10559 S. Torrence Ave.	Chicago	60617
Ross-Englewood	14-2670	946 W. 63rd Street	Chicago	60621

AIN Ventures, LLC has a 49% ownership interest in Ross Dialysis – Englewood, LLC. Its address is 210 S. Des Plaines Street, Chicago, IL 60661.

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

Certification & Authorization

Ross Dialysis - Englewood, 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 Ross Dialysis - Englewood, 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: Nadejda Pentcheva
Nadejda Pentcheva

ITS: Director of Operations

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

Veronica B. Pena
Signature of Notary

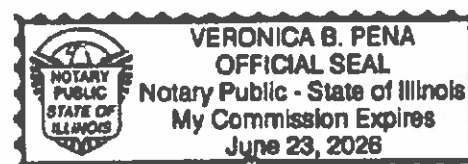
Seal



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

Veronica B. Pena
Signature of Notary

Seal

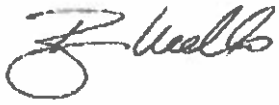


Certification & Authorization

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

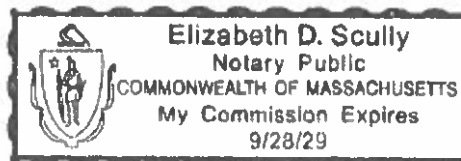
Notarization:
Subscribed and sworn to before me
this 18th day of March, 2026

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 continually declining census at the Fresenius Medical Care Ross Dialysis - Englewood 24 station ESRD facility located at 946 W 63rd Street, Chicago. This project will also address overall under-utilization in the market area and assist in adequately staffing clinics.

In the last decade there have been many changes in the Chicago 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 96 stations in Chicago.

Due to declining utilization and available capacity at nearby Fresenius Medical Care clinics, the decision was made to discontinue the Ross facility. The facility has already made arrangements for patients to be able to receive dialysis treatment at a nearby facility of their choice.

2. The Ross Dialysis - Englewood facility, located at 946 W 63rd Street, Chicago, is in HSA 6, Chicago, and in Cook County. The geographical service area is a 5-mile radius surrounding the facility.
3. As mentioned previously, the continuous low utilization, patients choosing home therapies, and staffing difficulties, 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 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(b) & (d) Alternatives

There were no other alternatives considered.

Section X, Safety Net Impact Statement

The discontinuation of the Fresenius Medical Care Ross Dialysis - Englewood facility will not have any impact on safety net services in the Chicago healthcare market Cook County and HSA 6. 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 Information

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.			

