

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

26-017
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 Uptown			
Street Address: 4700 N Marine Drive, Suite 200			
City and Zip Code: Chicago, 60640			
County:	Cook	Health Service Area:	6 Health Planning Area:

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

Exact Legal Name: Renal Care Group Chicago Uptown, 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 |
- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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: Ramco Healthcare Holdings, LLC

Address of Site Owner: 103 Carnegie Center, Suite 345, Princeton, NJ, 08540

Street Address or Legal Description of the Site: 4700 N. Marine Drive, Chicago, 60640

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: Renal Care Group Chicago Uptown, 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.

Renal Care Group Chicago Uptown, LLC plans to discontinue its 14-station ESRD facility, Fresenius Medical Care Uptown, located at 4700 Marine Drive, Suite 200, Chicago and Cook County. Chicago makes up HSA 6.

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

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

Project Costs and Sources of Funds

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

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

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ No

Purchase Price: \$ _____

Fair Market Value: \$ _____

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

☐ Yes ☒ No

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

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

Project Status and Completion Schedules

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

Indicate the stage of the project's architectural drawings:

☒ None or not applicable

☐ Preliminary

☐ Schematics

☐ Final Working

Anticipated project completion date (refer to Part 1130.140): April 30, 2026

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

☐ Purchase orders, leases or contracts pertaining to the project have been executed.

☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies

☐ Financial Commitment will occur after permit issuance.

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

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable?

☐ Cancer Registry

☐ APORS

☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted

☐ All reports regarding outstanding permits

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

Cost Space Requirements Not Applicable - Discontinuation

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the departments or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

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

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

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

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

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

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



SIGNATURE

Bryan Mello

PRINTED NAME

VP and Asst. Treasurer

PRINTED TITLE



SIGNATURE

Domenic Gaeta

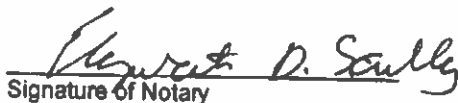
PRINTED NAME

VP and Asst. Secretary

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 18th day of March 2028

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

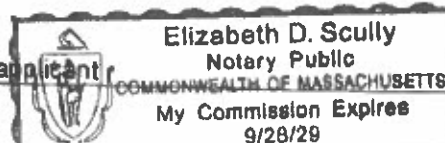

Signature of Notary

Signature of Notary

Seal

Seal

*Insert the EXACT legal name of the applicant



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: 

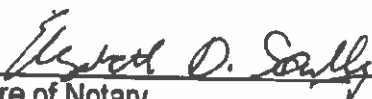
ITS: VP and Asst. Treasurer

By: 

ITS: VP and Asst. Secretary

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

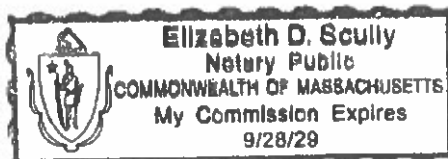
Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2026


Signature of Notary

Signature of Notary

Seal

Seal



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.

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	19-51
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	52
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	53
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
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Section I, Identification, General Information, and Certification
Applicant/Co-Applicant Identification

Applicant

Exact Legal Name:	Renal Care Group Chicago Uptown, 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 Renal Care Group Chicago Uptown, 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/co-Applicant Information
ATTACHMENT – 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

RENAL CARE GROUP CHICAGO UPTOWN, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 19, 2006, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of FEBRUARY A.D. 2026 .

Authentication #: 2604803248 verifiable until 02/17/2027
Authenticate at: <https://www.ilsos.gov>

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: RAMCO Healthcare Holding, LLC

Address of Site Owner: 103 Carnegie Center, Suite 345, Princeton, NJ 08540

Street Address or Legal Description of the Site: 4700 N Marine Drive, Ste 200, Chicago, IL, 60640

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

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

Copy of lease on following pages.

4720 N. Marine Drive
CHICAGO, ILLINOIS

Lease Agreement

Between

Wellness Associates LLC

(Landlord)

and

Dialysis Centers of America - Illinois, Inc.

(Tenant)

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OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is made and entered into in Chicago, Illinois for reference purposes as of the 20th day of December, 2004 by and between Wellness Associates, LLC (the "Landlord"), and Dialysis Centers of America - Illinois, Inc. (the "Tenant").

WITNESSETH:

I. **Definitions.** In addition to other terms defined elsewhere in this Lease, for all purposes of this Lease:

(a) **"Additional Rent"** shall mean any and all sums due and payable to Landlord pursuant to this Lease, excluding Base Rent and Rent Adjustments.

(b) **"Building"** shall mean the building consisting of approximately 119,434 rental square feet to be constructed at 4720 North Marine Drive in Chicago, Illinois and bearing the name of Lakeshore Medical Center.

(c) **"Calendar Year"** shall mean each calendar year or a portion thereof during the term.

(ct) **"Expenses"** means (i) all costs and expenses of every kind or nature paid or incurred by Landlord, its beneficiaries or principals, or Agent (as defined in Section 4 hereof) in connection with the management, ownership, operation, maintenance and repair of the Building, including, without limiting the generality of the foregoing, all insurance costs (including, without limitation, fire and extended coverage, public liability, workmen's compensation, rent and business interruption insurance costs), utility charges, management fees, window cleaning, janitorial service, snow and ice removal, costs and expenses of planting, maintaining replanting and replacing flowers, grass and other landscaping, all costs of independent contractors and wages and salaries of employees engaged in the operation, maintenance and repair of the Building and parking areas (including, without limitation, fringe benefits), legal and accounting expenses (as they pertain to the management and operation of the Building as a whole and not specifically to any individual tenant leases), and (ii) amortization, with interest at the rate of ten percent (10%) per year, of that portion of the cost of any capital improvements and replacements made to the Building intended by Landlord to reduce Expenses or as required by any governmental authority. Expenses shall not include; real estate brokers' leasing commissions or compensation; Taxes; depreciation; interest and principal payments on mortgages, and other debt costs, if any; cost of work done in the Building to the extent any tenant has paid the costs thereof to Landlord; and, except to the extent provided in Subsection (ii) above, costs of improvements and replacements which are capitalized in accordance with generally accepted accounting principles and have a depreciable life (for federal income tax purposes) of more than seven (7) years, as determined by Landlord's accountant. If the Building is not fully leased and occupied during all or any portion of any Calendar Year, or if certain tenants do not pay their proportionate share of certain Building Expenses because same are paid directly by the tenant, Landlord will make an adjustment to the actual amount of Expenses for such Calendar Year to reflect the amount of Expenses which would have been paid or incurred by Landlord or Agent if the Building had been fully leased and occupied, or if certain tenants did not pay certain Building Expenses directly. Such adjusted amount shall be deemed to be the amount of Expenses for such Calendar Year. Such adjustment will be determined in accordance with Landlord's customary accounting and management principles consistently applied. If any expense so paid on one (1) year relates to more than one (1) Calendar Year, at option of Landlord, such expense may be proportionately allocated among such related Calendar Years.

(e) "Public Corridor Space" shall mean all interior common area corridors and interior walks.

(f) "Public Space" shall mean all of the Building's Public Corridor Space, lobbies, and restrooms, together with the roof and exterior and structural aspects of the Building (including within the Leased Premises and further including, without limitation, all structural and supporting walls) and all exterior landscaped areas, parking areas, walkways, traffic corridors, benefiting easement areas, utilities, utility equipment and other facilities (other than those items or areas that would exclusively benefit any leased premises within the Building or space within the Building occupied by Landlord or its agents or representatives), approaches, exists, entrances, and roadways as exist as of the Commencement Date of this Lease, or as may exist from time to time.

(g) "Tenant's Proportion" or "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the rentable square footage of the Leased Premises which is 6,138 sq. ft. The Tenant's Proportion with respect to the Leased Premises shall be 5.14%.

(h) "Rent" as used in this Lease shall include Base Rent, Rent Adjustments, and Additional Rent

(i) "Rent Adjustments" shall mean all amounts owed by Tenant as Additional Rent defined in Section 5 hereof.

(j) "Rent Adjustment Deposit" shall mean an amount equal to the estimate of Rent Adjustments due for any Calendar Year as made by Landlord from time to time during the Term. The Rent Adjustment deposit shall be payable by Tenant in equal monthly installments in the same manner as Base Rent on the first day of each month of the Term.

(k) "Rights" shall mean any and all rights of the Tenant related to the Leased Premises and the Building and including, without limitation, utilities, access, drainage, easement, and parking rights; and further including, without limitation, the right to use all of the Building's Public Space on a non-exclusive basis with other tenants and occupants of the Building.

(l) "Taxes" shall mean real estate taxes, assessments, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including general income or franchise taxes or any other taxes imposed upon or measured by income or profits, unless the same shall be imposed in lieu of Taxes as herein defined or unless same shall be specifically imposed upon income derived from rents), which may now or hereafter be levied or assessed against the Leased Premises and Building or any portion thereof (excluding any and all taxes assessed on the Building or any portion thereof due to the occupancy and/or business operations of a particular tenant of the Building) which are payable in any Calendar Year during the Term. Tenant shall pay, upon request of Landlord or its designated Agent, a pro rata share of the general real estate taxes (including all special benefit taxes and special assessments and so-called impact fees) levied and assessed. Tenant's pro rata share shall be an amount equal to the total of such taxes and assessments set forth on the last ascertainable tax bill multiplied by a fraction, the numerator of which shall be the Tenant's square foot floor area of the Leased Premises and denominator of which shall be the rentable square foot floor area for the entire Building. In no event will Tenant be required to pay real estate taxes pertaining to any period prior to the Rent Commencement Date or subsequent to the expiration of the Lease. Taxes shall also include any personal property taxes (attributable to the Calendar Year in which paid) imposed upon the Landlord for all furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the operation of the Building. Taxes also include the Landlord's reasonable costs and expenses (including reasonable

Site Owner-Lease
ATTACHMENT - 2

attorney's fees) in contesting or attempting to reduce any Taxes. Taxes shall be reduced by any recovery or refund received of Taxes previously paid by the Landlord, provided such refund relates to Taxes paid during the Term of this Lease. Notwithstanding anything set forth above to the contrary, if at any time the method of taxation then prevailing shall be altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase therein, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Building, the rents or other income therefrom or any leases of any part thereof, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes.

2. **Leased Premises - Demising Clause.** In consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Tenant, Landlord hereby leases to Tenant, and Tenant accepts from Landlord the Leased Premises consisting of approximately 6,138 rentable square feet on the Second (2nd) floor commonly known as Suite 204 to be constructed at 4720 N. Marine Drive (the "Leased Premises"), in the Building known as Lakeshore Medical Center, and the Rights thereof, subject to the covenants, terms, provisions and conditions of this Lease for use as a professional medical office only.

3. **Term.**

(a) The initial term of this Lease shall be for ten (10) years and commence thirty (30) days after Landlord delivers possession of the Leased Premises to Tenant pursuant to Section 8 (the "Commencement Date"), and shall end the last day of the month ten (10) years after the Commencement Date (the "Expiration Date"), unless sooner terminated or extended as provided herein. The initial term of this Lease as set forth herein as may be extended or sooner terminated is hereinafter referred to as the "Term." Tenant shall commence paying Rent pursuant to Sections 4 and 5 below as of the date that is two (2) months after Landlord has completed the Shell and Core construction (as defined in Section 28 herein) or the Commencement Date, whichever ever occurs first (the "Rent Commencement Date").

(b) Tenant shall have two (2) consecutive options of five (5) years each to extend the Lease under the same terms and conditions as provided herein (the "Renewal Terms"), each exercisable by providing Landlord written notice at least six (6) months prior to the Expiration Date or applicable expiration date of the Renewal Term. Base Rent payable by Tenant during each such Renewal Term shall be as set forth in Section 4(b) below.

4. **Rent.**

(a) The Tenant shall pay as monthly Base Rent the amounts as set forth below:

<u>Year</u>	<u>Rate / sq.ft.</u>	<u>Base Rent</u>	<u>Annual Rent</u>
1&2	\$26.63	\$13,621.25	\$163,454.94
3	\$27.43	\$14,030.45	\$168,365.34
4	\$28.25	\$14,449.88	\$173,398.50
5	\$29.10	\$14,884.65	\$178,615.80
6	\$29.97	\$15,329.66	\$183,955.86
7	\$30.87	\$15,790.01	\$189,480.06
8	\$31.80	\$16,265.70	\$195,188.40
9	\$32.75	\$16,751.63	\$201,019.50
10	\$33.73	\$17,252.90	\$207,034.74

Site Owner – Lease
ATTACHMENT – 2

plus all other sums herein required to be paid to Landlord, to Landlord's designated Managing Agent (the "Agent"), Lakeshore Medical Center or to such other person or at such other place as Landlord may from time to time direct in writing. Tenant shall pay to Landlord the monthly Base Rent set forth above in advance on or before the first day of each month of the Term. All such rent shall be paid without any set-off or deduction whatsoever. Unpaid rent shall bear interest at the rate set forth in Subsection 22(g) hereof, from the date due until paid. If any payment of rents is not made within five (5) business days of the due date, Landlord may charge the late charge described in Subsection 22(g) hereof.

(b) If Tenant exercises its option to extend the Lease as provided in Section 3 of this Lease, the Base Rent for the Renewal Term(s) shall be as follows:

(i) First 5-Year Renewal: If exercised by Tenant, the Base Rent for the first Renewal Term shall equal \$34.74 per square foot per year payable on a monthly basis for the first year of the Renewal Term and shall increase at the rate of three percent (3%) per annum for the remainder of the first Renewal Term.

(ii) Second 5-Year Renewal: If exercised by Tenant, the Base Rent for the second Renewal Term shall equal \$40.28 per square foot per year payable on a monthly basis for the first year of the second Renewal Term and shall increase at the rate of three percent (3%) per annum for the remainder of the second Renewal Term.

5. **Base Rent Adjustments.** In addition to the Base Rent, the Tenant shall pay to Landlord or its designated Agent, the Rent Adjustments described in this Section 5, without set off or deduction.

(a) The amount of the Rent Adjustments shall be calculated as follows:

(i) Tenant shall pay to the Landlord the Tenant's Proportion of Expenses.

(ii) Tenant shall pay to the Landlord the Tenant's Proportion of Taxes. Calendar Year, even though the assessment for such Taxes may be for a different Calendar Year.

(b) As soon as reasonably feasible after the expiration of each Calendar Year, Landlord will furnish Tenant a statement (the "Adjustment Statement") showing the following:

(i) Taxes attributable to the Calendar Year last ended;

(ii) The amount of Rent Adjustments due Landlord for the Calendar Year last ended, less credits for Rent Adjustment Deposits paid, if any; and

(iii) The Rent Adjustment Deposit due in the current Calendar Year.

(c) Within thirty (30) days after Tenant's receipt of each Adjustment Statement, Tenant shall pay to Landlord:

(i) The amount of Rent Adjustments shown on the Adjustment Statement to be due Landlord for the Calendar Year last ended; plus

(ii) The amount which, when added to the Rent Adjustment Deposit theretofore paid in the current Calendar Year, would provide to Landlord such portion of the Rent Adjustment Deposits as would have theretofore been paid to Landlord had Tenant paid one twelfth (1/12) of the Rent

Adjustment Deposit, of the current Calendar Year, to Landlord monthly on the first day of each month of such Calendar Year.

Commencing on the first day of the first month after Tenant's receipt of each Adjustment Statement, and on the first day of each month thereafter until Tenant receives a more current Adjustment Statement, Tenant shall pay to Landlord one-twelfth (1/12th) of the Rent Adjustment Deposit shown on said statement. During the last complete Calendar Year, Landlord may include in the Rent Adjustment Deposit the estimate of the Rent Adjustment which may not be finally determined until after the expiration of the Term. The Tenant's obligation to pay the Rent Adjustment shall survive the Term.

(d) Tenant's payment of the Rent Adjustment Deposit for each Calendar Year shall be credited against the Rent Adjustments for such Calendar Year. All Rent Adjustment Deposits may be commingled and no interest shall be paid to Tenant thereon. If the Rent Adjustment Deposits paid by Tenant for any Calendar Year exceeds the Rent Adjustments for such Calendar Year, then Landlord shall give a credit to Tenant in an amount equal to such excess against the Rent Adjustments due for the next succeeding Calendar Year, except that if any such excess relates to the last Calendar Year of the Term, then Landlord shall refund such excess to Tenant, provided that all of the following have first occurred:

- (i) The Term has expired or otherwise been terminated ☐
- (ii) Tenant has vacated the Leased Premises and removed all of its property and improvements therefrom in accordance with this Lease;
- (iii) Tenant has surrendered the Leased Premises to Landlord in accordance with this Lease; and
- (iv) Tenant has paid all Base Rent and Rent Adjustments due under this Lease and has performed and observed each and every covenant and condition of this Lease required to be performed or observed by Tenant.

(e) The Tenant or its representative shall have the right to examine the Landlord's books and records with respect to the items in the Adjustment Statement during normal business hours at any time within fifteen (15) days following the furnishing by the Landlord to the Tenant of such Adjustment Statement. Unless the Tenant shall serve Landlord with a written exception to any item within thirty (30) days after the furnishing of the Adjustment Statement stating the specific error(s), the Adjustment Statement shall be final and shall be conclusively presumed correct and accepted by the Tenant. Any amount due to Landlord as shown on any such Adjustment Statement, whether or not written exception is taken thereto, may be paid by the due date of the next regularly scheduled rent payment, and in any event, shall be paid by the Tenant no later than thirty (30) days after the Landlord shall have submitted the Adjustment Statement. Tenant shall continue to pay all amounts, including monthly amounts, shown on the Adjustment Statement notwithstanding any exception by Tenant. Tenant agrees to act in good faith and use best efforts to resolve any exceptions with Landlord. If Landlord and Tenant are unable to reach an agreement concerning the amounts shown in the Adjustment Statement, the parties will endeavor to resolve their dispute by mediation through the American Arbitration Association, or any other person or organization providing mediation services as the parties may agree to utilize. Mediation is a condition precedent to the institution of legal or equitable proceedings (provided, however, mediation shall not apply to Landlord's rights in case of Tenant's failure to pay any amounts due). Tenant shall pay all costs involved in disputing the Adjustment Statement except if it is determined the Landlord has overcharged the Tenant in a one-year period by more than ten percent (10%), in which case Landlord shall pay such costs.

(f) If the Commencement Date is on any day other than the first day of January, or if the Expiration Date is on any day other than the last day of December, any Rent Adjustments due Landlord shall be prorated.

6. Services.

(a) The Landlord shall, so long as Tenant is not in default under any covenant or condition herein contained, furnish:

(i) Cold water in common with other tenants for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant with Landlord's prior written consent, and warm water in common with other tenants for lavatory purposes from the regular supply of the Building, provided that Tenant pays to Landlord its Proportionate Share of such Expenses pursuant to Section 5 of the Lease. Tenant shall pay Landlord at rates fixed by Landlord for water furnished to the Leased Premises, and Landlord may install a water meter, at Tenant's sole cost, to measure such usage. Tenant shall not waste or permit the waste of water; and

(ii) Passenger elevator service daily in common with Landlord and other tenants shall be available 24 hours a day, seven days a week, and daily freight elevator service in common with Landlord and other tenants shall be available during all regular business hours, subject to Landlord's right to coordinate exclusive usage thereof with other tenants on an equitable basis. Operatorless automatic elevator service shall be deemed "elevator service" within the meaning of this subsection.

(iii) Landlord agrees to maintain the exterior of the Building and common areas, including snow removal, window washing, trash removal, janitorial and cleaning service for the Leased Premises, Saturdays, Sundays and holidays excluded. Tenant, at Tenant's sole expense and option, may contract with a snow removal company for service on Saturdays, Sundays and holidays.

(b) All electricity, telecommunication, signal and other similar services used in the Leased Premises shall be supplied by the utility company serving the Building through a separate meter and be paid for by Tenant. Landlord shall not in any way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of such service is changed or is no longer available or suitable for Tenant's requirements, provided such loss or change in service is not as a result of an act of Landlord or someone under the control or direction of Landlord. If such service is discontinued, such discontinuance shall not in any way affect this Lease or the liability of Tenant hereunder or cause a diminution of Base Rent or Rent Adjustments and the same shall not be deemed to be a lessening or diminution of services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued. Tenant shall receive such service directly from the utility company and Landlord hereby permits its wires and conduits, to the extent available, suitable and safely capable, to be used for such purposes.

(c) The Landlord does not warrant that any of the services above mentioned will be free from interruption caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the Landlord to obtain fuel, energy or supplies or any other cause or causes beyond the reasonable control of the Landlord. No such interruption of service shall be deemed an eviction (or a constructive eviction) or disturbance of Tenant's use and possession of the Leased Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of Rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages from interruption or stoppage of service, provided such interruption or stoppage is not due to the acts of Landlord or Landlord's employees, agents, subtenants, or contractors.

If such interruption or stoppage of services is a result of Landlord's, Landlord's employees', agents' subtenants' or contractors' actions, Tenant will be entitled to an abatement of Rent equal to the value of such services until such time as the interruption or stoppage has been remedied. Tenant agrees to cooperate fully with Landlord, at all times, in abiding by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Building.

(d) Landlord represents and warrants unto Tenant that Tenant and Tenant's agents, officers, invitees, guests, patients, and employees shall at all times during the Term have access for ingress and egress to and from the Building on a non-exclusive basis with other tenants and occupants of the Building, and to the Leased Premises, and shall have the right to park up to eighteen (18) automobiles in the multiple level parking garage adjacent to the Building (the "Garage"). Tenant understands that Landlord does not own the Garage and that Tenant and Tenant's agents, officers, invitees, guests, patients, and employees who utilize the Garage pursuant to the terms of this Subsection 7(d) shall be subject to the parking charges and terms established by the owner of the Garage.

7. **Condition of Leased Premises.** Landlord warrants that as of the date of acceptance of possession by Tenant, the Leased Premises as constructed shall be structurally sound, well built and fit for Tenant's intended use as a professional medical office. Further, Landlord warrants that any and all mechanical systems and improvements placed or installed on the Leased Premises by Landlord as of the date Tenant accepts possession of the Leased Premises are in good condition and working order. The foregoing warranties shall terminate one (1) year after Tenant accepts possession of the Leased Premises.

8. **Delivery of Possession.** Landlord will deliver possession of the Leased Premises and all certificates of occupancy as are necessary and appropriate to Tenant on or about November 30, 2005, but in not event later than February 28, 2006, unless Landlord's failure to deliver possession is caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of Landlord to obtain fuel, energy or supplies or any other cause or causes beyond the reasonable control of Landlord. If Landlord fails to deliver the Leased Premises to Tenant in a complete manner by November 30, 2005, Tenant shall be entitled to one (1) day's credit against its Rent obligations hereunder for each day past such date that Landlord fails to satisfactory deliver the Leased Premises to Tenant. If Landlord fails to deliver the Leased Premises to Tenant by February 28, 2006, Tenant has the right to terminate the Lease upon written notice to Landlord, thereby releasing itself from all obligations under this Lease.

9. **Care and Maintenance.** Subject to the provisions of Section 15 and 16 hereof, the Tenant shall, at the Tenant's own expense, keep the Leased Premises in good order, condition and repair and shall pay for the repair of any damage caused by Tenant, its agents, employees or invitees. Tenant shall promptly arrange with Landlord, at Tenant's sole expense, for the repair of any damage to the Leased Premises and the replacement of items such as, but not limited to, light bulbs, or replacement or repair of all damaged or broken glass (including signs thereon), fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, plumbing and other mechanical facilities in the Leased Premises), with materials equal in quality and class to the original materials damaged or broken, within any reasonable period of time specified by Landlord, all repairs and replacements to be made under the supervision and with the prior written approval of Landlord, using contractors or persons acceptable to Landlord. If Tenant does not promptly make such arrangements, Landlord may, but need not, make such repairs and replacements and one hundred twenty (120%) percent of Landlord's cost for such repairs and replacements shall be deemed Additional Rent reserved under this Lease due and payable forthwith. The Tenant shall pay the Landlord of the Building, or as Landlord may direct, a fee for supervision and coordination of all work performed by Tenant as well as all costs for overtime and for any other expense incurred in the event of repairs, alterations, decorating or other work in the Leased Premises.

10. **Landlord Repair Responsibility.** Landlord shall, at its own expense, repair and maintain the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of Tenant, its agents, servants, subtenants, employees, invitees, or any damage caused by breaking and entering into the Leased Premises, in which case the Tenant shall pay to Landlord, upon demand, the actual cost of such maintenance and repairs. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein, except as provided for in Section 15 of this Lease. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, all of which are the responsibility of the Tenant.

11. **Alterations.** Tenant shall not erect any partitions, make any alterations in or additions to the Leased Premises or do any boring or screwing into the ceilings, walls or floors, without the Landlord's prior written consent, which shall not be unreasonably withheld. Unless otherwise agreed by Landlord and Tenant in writing, all work will be performed either by or under the direction of Landlord, but at the sole cost of Tenant. In any and all cases in which the Landlord consents to work before commencement of the work or delivery of any materials into the Leased Premises or into the Building, the Tenant shall furnish the following to the Landlord for approval: (i) plans and specifications; (ii) names and addresses of contractors; (iii) copies of contracts; (iv) necessary permits, and (v) indemnification and insurance in form and amount satisfactory to Landlord from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions. Landlord may withhold approval of any work, alteration or additions if the plans and specifications therefor are not acceptable to the Landlord or Landlord's architect or engineer (if any). In connection with any request for approval of any work, alterations or additions by Tenant, Landlord may retain the services of an architect and/or engineer and the reasonable fees of such architect and/or engineer shall be reimbursed to Landlord by Tenant. Landlord's approval of any plans or specifications shall not be construed to be an agreement or representation of Landlord's part as to the adequacy or suitability of the Tenant's work, alterations or additions. In connection with any request for approval of any work, alterations or additions by Tenant, Landlord may retain the services of an architect and/or engineer and the reasonable fees of such architect and/or engineer shall be reimbursed to Landlord by Tenant. Landlord's approval of any plans or specifications shall not be construed to be an agreement or representation of Landlord's part as to the adequacy or suitability of the Tenant's work, alterations or additions.

In the event Landlord permits the work, alterations or additions to be completed by Tenant's contractor; Landlord reserves the right to require that Tenant terminate its contract with any such contractor in the event said contractor shall be engaged in a labor dispute which disrupts said contractor's work. Landlord shall also have the right to order any contractor of Tenant who violates any of Landlord's requirements or standards of work to cease work and to remove himself, his equipment and his employees from the Building. Landlord and/or its managing agent of the Building, architect and/or contractor shall be entitled to charge a fee for supervision and coordination of all such work or alterations. Tenant agrees that its contractors shall not conduct their work in such a manner so as to interfere with or cause any interruption of either; (i) Landlord's construction; (ii) another tenant's occupancy or construction; or (iii) other phases of Landlord's operation of the Building.

The Tenant hereby agrees to indemnify and hold the Landlord, its beneficiaries, partners and their respective agents and employees harmless from any and all liabilities of every kind and

description which may arise out of or be connected in any way with any work, alterations or additions performed by Tenant. Any mechanic's lien filed against the Leased Premises or the Building for work claimed to have been furnished to the Tenant shall be discharged of record by the Tenant within ten (10) days thereafter, at the Tenant's expenses. Upon completing any work, alterations or additions, the Tenant shall furnish the Landlord with contractors' affidavits and full and final waivers of lien and receipted and/or paid bills covering all labor and materials expended and used. All work, alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of any pertinent governmental authority. All work, alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used.

All additions, decorations, fixtures, hardware, non-trade fixtures and other improvements, which are permanent in nature and are located in or upon the Leased Premises, whether placed there by the Tenant or by the Landlord, shall, unless the Landlord requests their removal, become the Landlord's property and shall remain upon the Leased Premises at the termination of this Lease, but not before, by lapse of time or otherwise, without compensation or allowance or credit to the Tenant. Landlord may, at its sole option, request Tenant, at Tenant's sole cost, to remove same, if not part of the Tenant improvements, which were approved by the Landlord pursuant to this Section 11, and if, upon the Landlord's request, the Tenant does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements, the Landlord may remove the same, and the Tenant shall pay the cost of such removal to the Landlord upon demand.

12. Access to Leased Premises. The Tenant shall permit the Landlord, its agents and designees, to erect, use and maintain pipes, ducts, wiring and conduits in and through the Leased Premises and to have free access to the Leased Premises and any part thereof in the event of an emergency. Further, the Tenant grants Landlord the right to enter the Premises to perform routine janitorial and cleaning services at all reasonable times. The Landlord or Landlord's agents shall have the right to enter upon the Leased Premises upon providing Tenant with at least 48 hours prior notice, (except in the event of an emergency, in which case no such notice is required), to inspect the same and to make such decorations, repairs, alterations, improvements or additions to the Leased Premises and/or the Building as the Landlord may deem necessary or desirable, and the Landlord shall be allowed to take all material into and upon the Leased Premises that may be required thereof without the same constituting an eviction of the Tenant in whole or in part, and the rent reserved shall in no way abate (except as provided in Sections 15 or 16 hereof) while said decorations, repairs, alterations, improvements, or additions are being made, by reason or loss or interruption of business of the Tenant, provided such interruption within the reasonable control of Landlord does not exceed a period of 24 hours, or otherwise. If the Tenant shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any of the above reasons an entry therein shall be necessary or permissible, the Landlord or Landlord's agents may enter the Leased Premises by a master key, or may forcibly enter the Leased Premises, without rendering the Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or any part thereof, in the exercise of any rights herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets or public parts of the Building, and to close entrances, doors, corridors, elevators or other facilities. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley.

13. **Insurance.**

(a) Beginning on the Commencement Date, Tenant shall maintain, at Tenant's expense: (i) public liability insurance covering liability for bodily injury, death or property damage occurring in, on or about the Leased Premises in any one accident, mishap or casualty in a sum of not less than One Million Dollars (\$1,000,000.00) and an aggregate limit of not less than Three Million Dollars (\$3,000,000.00), and shall cover property damage liability for property damage in an accident, mishap or casualty in the amount of not less than Two Million Dollars (\$2,000,000.00) and (ii) all risk fire and extended coverage insurance on the value of its improvements and alterations made by Tenant within the Leased Premises, together with such insurance on its personal property, including removable trade fixtures, located on the Leased Premises which Tenant may, in its discretion deem appropriate. Tenant may elect to carry the insurance described in subpart (i) hereof under one or more insurance policies, and/or pursuant to a "blanket" policy of insurance covering other locations of Tenant and/or its related entities. Further, so long as Tenant or its direct or indirect parent, Renal Care Group, Inc. maintains a stockholders' equity of not less than Fifty Million Dollars (\$50,000,000.00), Tenant may carry the insurance described in subpart (i) hereof in such a manner as Tenant or Renal Care Group, Inc., as its direct or indirect parent entity, deems commercially reasonable for an entity of its size and creditworthiness, including but not limited to, a self-insurance retention program. The coverage contemplated by subpart (i) hereof, if carried with third-party insurers and not via a self-insurance retention program, shall 1) name Landlord and any reasonable designee of Landlord having a material interest in the Leased Premises as additional insureds to the extent Landlord provides interest in the Leased Premises, 2) provide that it is non-cancelable without at least thirty (30) days prior written notice to Landlord, and 3) agree to provide Landlord with certificates evidencing such insurance no later than thirty (30) days following Landlord's request.

(b) Landlord shall maintain at its expense (i) all risk fire and extended coverage insurance on the Building, including the Leased Premises, and on the Public Space, at the full replacement value thereof, and (ii) broad form comprehensive general liability insurance against claims for bodily injury, death or property damage occurring in or about the Building, including the Public Space, as are commercially reasonable as reasonably determined by Landlord. In no event shall the insurances described in Subsections (i) and (ii) above be less than those amounts required by any mortgagee or other secured party currently or hereafter having a secured interest in the Building or at levels that would result in Landlord being a co-insurer.

14. **Subrogation.** Landlord and Tenant agree to have all fire and extended coverage and material damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claims for recovery from the other party or any of the parties named in Section 13 above entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party or any of the parties named in Section 13 above. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease but rather in confirmation and furtherance thereof, Landlord and any beneficiaries of Landlord waive all claims for recovery from Tenant, and Tenant waives all claims for recovery from Landlord, any beneficiaries of Landlord or its Agent and their respective agents, partners and employees, for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or increase the cost thereof (provided that in the case of increased costs the other party shall have the right, within ten (10) days following written notice, to pay such increased costs, thereby keeping such release or waiver in full force and effect).

15. **Untenantability.**

(a) In the event (i) the Leased Premises are made wholly untenantable by fire or other casualty and Landlord shall decide not to restore or repair same, (ii) the Building is so damaged by fire or other casualty that Landlord shall decide to demolish *or* not rebuild the same> (iii) the Leased Premises are made partially untenantable during the last year of the Term, or (iv) any mortgagee applies the insurance proceeds to reduce its loan balance and the remaining proceeds, if any, resulting in insufficient funds *to* pay for the repair or restoration of the Leased Premises and Building, then, in any of such events, Landlord shall terminate this Lease by notice to Tenant within ninety (90) days after the date of such fire or other casualty and the rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty. Notwithstanding anything to the contrary herein set forth, Landlord shall not be obligated to repair or restore the Leased Premises or the Building if the damage or destruction is due to an uninsurable casualty, or insurance proceeds are insufficient to pay for such repair or restoration, or if any mortgagee applies proceeds of insurance to reduce its loan balance and the remaining proceeds available to Landlord are not sufficient to pay for such repair or restoration. In addition to the foregoing, Tenant shall have the right to terminate this Lease in the event that Landlord is unable to restore the Leased Premises (excluding any improvements installed by Tenant) within 180 days after receipt of insurance proceeds provided Tenant serves notice of such termination upon Landlord and Landlord is unable to restore the Leased Premises within 14 days after receipt of such notice.

(b) In the event the Leased Premises are made wholly or partially untenantable and the Lease is not terminated by Landlord under this Section, then this Lease shall continue in effect and Landlord shall proceed diligently to repair and restore the Leased Premises, subject, however, to (i) reasonable delays for insurance adjustments, and (ii) delays caused by forces beyond Landlord's reasonable control. In such event, the rent shall abate in proportion of the non-usability of the Leased Premises during the period while repairs are in progress unless such damages are due to the fault or neglect of Tenant. If the damage is the result of the fault or neglect of Tenant, rent shall not abate during said period and Landlord shall not be required to restore the Leased Premises and may pursue any and all of its remedies against Tenant.

(c) Landlord shall have no liability for any loss, cost, expense, damage, or compensation whatsoever (including any claim for inconvenience, loss of business or annoyance) by reason of any restoration of the Leased Premises or the Building under this Section.

16. **Eminent Domain.**

(a) If a portion of the Building, or the Leased Premises, shall be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation, and as a result thereof, the Leased Premises cannot be used for the same purpose and with the same utility as before such taking or conveyance, the Term of this Lease shall end upon, and not before, the date of the taking of possession by the condemning authority, and without apportionment of the award. Tenant hereby assigns to the Landlord, all rights to such award, if any, except that Tenant shall be entitled to receive any award attributable to the leasehold interest of Tenant and/or Tenant's loss of business. Further, nothing contained herein shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses, the value of Tenant's improvements and alterations, if any, and the value of furnishings, equipment and trade fixtures installed in the Leased Premises at the Tenant's expense and which Tenant is entitled, pursuant to this Lease, to remove at the expiration or earlier termination of the Term, the value of the unexpired Term, and loss of profits. Current Rent shall be apportioned as of the date of such termination. *If* any part of the Building shall be so taken or condemned, or if the grade of any street or alley adjacent to the Building is changed by any

competent authority and such taking or change of grade makes it necessary or desirable to demolish, substantially remodel, or restore the Building, the Landlord shall have the right to cancel this Lease upon not less than ninety (90) days' prior notice to the date of cancellation designated in the notice.

(b) If a portion of the Leased Premises shall be lawfully taken or condemned or conveyed under threat of condemnation but thereafter the Leased Premises can be used by Tenant for the same purpose and with substantially the same utility, this Lease shall not be terminated by Landlord and Landlord shall repair the Leased Premises, and the Lease shall be amended to reduce the Tenant's Proportion and Base Rent in the proportion of the amount taken. No money or other consideration shall be payable by the Landlord to the Tenant for any right of cancellation or temporary taking, and the Tenant shall have no right to share in any condemnation award or in any judgment for damages caused by a change of grade.

17. Waiver of Claims and Indemnity.

(a) To the extent permitted by law, the Tenant releases the Landlord, its beneficiaries, and their respective agents, employees, mortgagees and partners (all of said parties are, for the purposes of this Section 17 collectively referred to as "Indemnities") from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the Building or Leased Premises resulting from the Building or Leased Premises, or any part of either, or any equipment or appurtenance, becoming out of repair, or resulting from any accident in or about the Building. This Section 17 shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants or servants in the Building or of any other person, and whether such damage be caused or result from any thing or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature, except if caused by Landlord's negligence or misconduct. If any such damage, whether to the Leased Premises or to the Building or any part thereof, or whether to the Landlord or to other tenants in the Building, results from any act or neglect of the Tenant, its employees, agents, invitees and customers, the Tenant shall be liable therefor and the Landlord may, at the Landlord's option, repair such damage and the Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. The Tenant shall not be liable for any damage caused by its act or neglect if the Landlord or a tenant has recovered the full amount of the damage from insurance and the insurance company has waived its right of subrogation against the Tenant. All property belonging to the Tenant or any occupant of the Leased Premises that is in the Building or the Leased Premises shall be there at the risk of the Tenant or other person only, and the Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

(b) To the extent permitted by law, Tenant agrees to indemnify and save the Indemnities harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from any use, breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, servants, employees or invitees, in or about the Leased Premises. In case of any action or proceeding brought against any Indemnities by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

(c) Landlord agrees to indemnify and hold Tenant harmless from or against any and all claims, demands, suits, costs and expenses, including reasonable attorneys' fees, arising from the acts, misdeeds, or omissions within the reasonable control of Landlord, its agents, employees and contractors.

Assignment and Subletting.

(a) Tenant shall not, without Landlord's prior written consent, which in each instance, may be withheld at the reasonable discretion of Landlord; (i) assign, transfer, hypothecate, mortgage, encumber, or convey or subject to or permit to exist upon or be subjected to any lien or charge this Lease or any interest under it; (ii) allow any transfer of, or any lien upon, Tenant's interest in this Lease by operation of law; (iii) sublet the Leased Premises in whole or in part except as provided for under this Section 18; or (iv) allow the use or occupancy of any portion of the Leased Premises for a use other than the use set forth in Section 2 of this Lease or by any one other than Tenant or Tenant's employees. Notwithstanding the foregoing, Landlord may take into consideration the business reputation and credit worthiness of the proposed subtenant or assignee; any alteration of the Leased Premises; the intended use of the Leased Premises by the proposed subtenant or assignee; the estimated pedestrian and vehicular traffic in the Leased Premises and to the Building which would be generated by the proposed subtenant or assignee; and any other factors which Landlord shall deem relevant. Provided Tenant is not in default hereunder and Landlord is provided prior written notice, Landlord expressly consents to Tenant's assignment or subletting of the Leased Premises or any part thereof to any parent, subsidiary or affiliate of Tenant, provided Tenant or the parent entity of Tenant retains majority control of such entity, and such assignment or subletting shall not relieve or release Tenant from any obligations of Tenant under this Lease. Further, Tenant may also sublease or license any portion(s) of the Leased Premises to medical practitioners, third-party physicians, practice groups or professional corporations without the consent of Landlord, provided Tenant remains obligated hereunder with respect to any space so subleased or licensed and provided further that the medical practitioners, third-party physicians, practice groups or professional corporations to which Tenant subleases or licenses any portion(s) of the Leased Premises agrees in writing to abide by all of the terms and conditions of this Lease, specifically including the use restrictions contained in Section 27 (a) through (d) hereof, and Tenant provides Landlord with a copy of such writing.

(b) If Tenant is an entity whose ownership is not publicly held, and if during the Term, the ownership of the control of Tenant changes, Tenant shall notify Landlord of such change within five (5) days thereof, and Landlord, at its option, may at any time thereafter terminate this Lease by giving Tenant written notice of said termination at least sixty (60) days prior to the date of termination stated in the notice. A change or series of changes in ownership of stock which would result in direct or indirect change in ownership by the stockholders or an affiliated group or stockholders of less than fifty (50%) percent of the outstanding stock shall not be considered a change of control. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Tenant. If Tenant is an entity whose ownership is publicly held, Landlord agrees that a transfer or assignment of this Lease in conjunction with a transfer of all or substantially all of the assets of Tenant, shall not be deemed to be a transfer in violation of this Section 18 or any other provision of this Lease and shall not require Landlord's prior approval (but shall be given prior written notice) so long as the surviving or purchasing entity (or a parent entity guaranteeing the obligations of such surviving or purchasing entity) has a net worth of at least Fifty Million Dollars (\$50,000,000.00) as of the date of such transfer.

(c) Landlord's consent to any assignment or subletting shall not release Tenant of liability under this Lease or permit any subsequent prohibited act, unless specifically provided in such written consent. Tenant agrees to pay to Landlord, on demand, all reasonable costs, including costs and fees of third parties or attorneys, incurred by Landlord in connection with any request by Tenant of Landlord in connection with any consent to any assignment or subletting by Tenant.

(d) If Landlord consents to any assignment or sublease, Tenant shall pay Landlord, as Additional Rent in the case of each and every assignment or sublease, all sums, including rents, additional charges or other consideration whatsoever payable to Tenant (and/or Landlord in the case of an assignment) by the subtenant or assignee which exceed all rent under this Lease accruing during the term of the sublease or assignment in respect of the subleased, or assigned space (i.e. ☐ allocated in proportion to the space demised) after deducting therefrom reasonable brokerage commissions, reasonable construction costs, reasonable attorneys' fees and reasonable marketing costs incurred by the Tenant in relation to such sublease or assignment. Tenant shall pay Landlord all amounts due under this Section 18(d) as and when payable by the assignee or subtenant.

(e) Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Section shall be null and void and of no force and effect.

(f) The Landlord may assign this Lease and thereafter shall not be liable hereunder, provided, that the Landlord's assignee shall assume the Landlord's obligations hereunder.

19. Subordination, Non-Disturbance and Attornment: Estoppel Certificates.

(a) Landlord may execute and deliver a mortgage or trust deed (both sometimes hereinafter referred to as "Mortgage") in the nature of a lien against the Building, the land or any interest therein, including a ground lease thereof ("Ground Lease") and sell and leaseback the underlying land. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to any ground lease of the land or the Building, or both, now or hereafter existing and all amendments, renewals and modifications thereto and extensions thereof, and to the lien of any Mortgage now or hereafter encumbering any portion of the land and the Building thereon, and to all advances made or hereafter to be made upon the security thereof; provided that any such subordination at all times shall be subject to the right of Tenant to remain in possession of the Leased Premises under the terms of this Lease for the Term, notwithstanding any default under the Ground Lease or Mortgage or after termination of said Ground Lease or foreclosure of the Mortgage or any sale pursuant thereto so long as the Tenant is not in default under this Lease. Tenant agrees to execute and deliver such instruments subordinating this Lease to any such Ground Lease and to the lien of any such Mortgage as may be requested in writing by Landlord from time to time. Tenant agrees to execute and deliver any instrument required of it under this Section 19(a) within ten (10) days after written demand from Landlord. Notwithstanding anything to the contrary contained herein, any mortgagee under a Mortgage may, by notice in writing to the Tenant, subordinate its Mortgage to this Lease.

(b) In the event of the cancellation or termination of any such Ground Lease described above in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or the foreclosure of any such Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such ground lessor, mortgagee or purchaser in foreclosure as Tenant's Landlord under this Lease, provided such ground lessor, mortgagee, or purchaser fully accepts and acknowledges Tenant's rights under this Lease and agrees in writing (the form of which is to be reasonably satisfactory to Tenant and its counsel) to assume all of the current responsibilities and duties of Landlord and not to disturb Tenant's occupancy hereunder. Tenant agrees to execute and deliver at any time upon request of such ground lessor, mortgagee, purchaser, or their successors, any instrument to further evidence such attornment.

(c) Tenant agrees to give the holder of any Mortgage, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases, or otherwise)

of the address of such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default withill the time provided for in this Lease, then said mortgagee shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or, if such default cannot be cured within that time then such additional time as may be necessary, if, within such thirty (30) days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosure proceedings, if necessary to effect such cure). Such period of time shall be extended by any period within which such mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for said mortgagee to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default. This Lease may not be modified or amended so as to reduce the Rent or shorten the Term, or so as to adversely affect in any other respect to any material extent the rights of the Landlord, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the ground lessor or the mortgagee.

(d) Tenant shall at any time and from time to time upon not less than fifteen (15) days prior written notice from Landlord execute, acknowledge and deliver to Landlord an estoppel certificate or other similar statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Leased Premises are a part. Tenant's failure to deliver such statement within such time shall render Tenant in default under the Lease and Landlord shall have the right to pursue all remedies available to it pursuant to this Lease.

20. **Certain Rights Reserved by the Landlord.** Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

(a) to change the name or street address of the Building provided Landlord agrees to pay the reasonable costs and expenses of Tenant for Tenant's stationary and business cards;

(b) to install and maintain a sign or signs on the interior or exterior of the Building;

(c) to designate all sources furnishing sign painting and lettering, drinking water, towels, food, beverages, vending machines, toilet supplies, lamps and bulbs used on the Leased Premises;

(d) to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for reoccupancy if Tenant vacates the Leased Premises prior to the expiration of the Term;

(e) to retain at all times pass keys to the Leased Premises;

(f) to exhibit the Leased Premises to (i) proposed tenants and brokers during the last six (6) months of the Term, provided Tenant has been given not less than twenty-four (24) hours prior written notice and Landlord and its guests do not enter occupied patient treatment areas or (ii) purchasers or mortgagees at all reasonable times during the Term; and to display "For Rent" signs on the Leased Premises during the last six (6) months of the Term should Tenant elect not to extend or renew the Lease;

(g) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;

{h) to temporarily close portions of the lobby; common areas and entranceways; provided that Landlord shall provide Tenant with alternative entranceways and access to the Leased Premises;

(i) to close the Building after regular working hours and on holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include the persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building; provided, however, Landlord shall not be liable for the failure to admit any person to the Building; and

G) to approve the weight and location of heavy equipment to be installed by Tenant in the Leased Premises, which articles may be moved in, about, or out of the Building or Premises only at such times and in such manner as Landlord shall direct and in all events, at Tenant's sole risk and responsibility; and

(k) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Leased Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Leased Premises or the Building or the Landlord's interests or the interest of other tenants, or as may be necessary or desirable in the operation of the Building.

The Landlord may enter upon the Leased Premises and may exercise any or all of the foregoing rights reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of Rent or affecting any of Tenant's obligations under this Lease.

21. **Holding Over.** If Tenant retains possession of the Leased Premises or any part thereof after the termination of the Term, by lapse of time or otherwise, Tenant shall pay Landlord monthly Base Rent, at 150% of the rate payable for the month immediately proceeding said holding over (including amounts for Rent Adjustments which Landlord may reasonably estimate), computed on a per-month basis, for each month or part thereof (without reduction for any partial month) that Tenant remains in possession and, in addition, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. Subject to Landlord's rights referred to in the last sentence of this Section 21, and except as provided in the next sentence, any retention of possession of the Leased Premises after the termination of this Lease or any extension thereof shall be considered as a month-to-month tenancy that may be terminated upon not less than ninety (90) days written notice by either party. Alternatively, at the election of Landlord expressed in a written notice to the Tenant within 30 days before or after Tenant's retention of possession of the Leased Premises after the scheduled termination of the Term of this Lease, or any extension thereof, such retention of possession shall constitute a renewal of this Lease for one (1) year at the same terms and conditions herein set forth except that the monthly Base Rent during said one (1) year period shall be equal to 110% of the monthly Base Rent for the month immediately preceding said holding. The provisions of this Section 21 do not exclude the Landlord's rights of re-entry or any other right hereunder.

22. **Defaults and Remedies.**

(a) **Default by Tenant.** Any of the following constitutes a default by Tenant under this Lease:

(i) Vacating or abandonment of the Leased Premises prior to the expiration of the Term;

- (ii) Failure to make any Rent payment when due;
- (iii) Failure to observe or perform any provision of this Lease (other than the payment of Rent) where such failure shall continue for ten days after notice from Landlord (and which shall be the same notice and not concurrently with the statutory 10-day notice under Illinois law);
- (iv) Failure to cure immediately after notice from Landlord any hazardous or dangerous condition;
- (v) Failure to carry all required insurance under this Lease;
- (vi) Allowing legal process, levy or attachment of Tenant's leasehold interest;
- (vii) Any bankruptcy, assignment for the benefit of creditors or arrangement touching upon an extension, composition or rearrangement of Tenant's debts.

(b) Landlord's Remedies to Tenant Default. If a default by Tenant occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, and shall not exclude or deprive Landlord of any other right or remedy:

(i) Landlord may terminate this Lease in which event this Lease shall end and all right, title and interest of Tenant shall expire;

(ii) Landlord may terminate Tenant's possession of the Leased Premises pursuant to Illinois law upon issuing the statutory five (5) days written notice to Tenant of such termination without terminating this Lease.

(iii) Any payments by Tenant shall in no way be deemed a waiver of any breach. Should Tenant make a partial payment of any amount due, the amount of such payment shall be applied first to reduce all accrued and unpaid late charges, then to reduce interest, then attorney fees and other fees of Landlord, then to reduce all other past due amounts, at the sole election of Landlord, in inverse order of maturity.

(c) Damages without Terminating Lease and Rent Acceleration. If Landlord terminates the Tenant's right to possession without terminating the Lease, such termination of possession shall not release Tenant from Tenant's obligation to pay rent, and Tenant shall remain liable for all rent and other sums accruing under this Lease. Upon thirty (30) days notice to Tenant, Landlord may accelerate any and all amounts which are or are to become due under this Lease and declare same immediately due and payable. Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty the amount of rent due under the preceding sentence discounted to a present value using a 4% discount rate from the respective dates such rentals would have been payable had this Lease been fully performed by Tenant. In the case of reletting the Leased Premises, or any part thereof, the rents from any such reletting shall be applied first to the payment of expenses for repairs, then to expenses for reletting, then to the payment of rent due hereunder. Any excess shall be offset against rent due; Tenant shall not have any right to such excess.

(d) Litigation Expenses. Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and attorneys' fees, relating to Tenant's obligations under this Lease and/or any litigation, negotiation or transaction in which Tenant causes Landlord to become involved or concerned.

(e) Jury, Venue and Service of Process. TO EXTENT PERMITTED BY LAW, THE

PARTIES HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING THIS LEASE, AND AGREE THAT NO SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED SHALL BE SOUGHT TO BE CONSOLIDATED WITH ANY OTHER ACTION IN WHICH THE JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THE PARTIES FURTHER AGREE ANY LAWSUIT CONCERNING THIS LEASE SHALL BE BROUGHT IN THE CIRCUIT COURT OF COOK COUNTY, CITY OF CHICAGO, WHERE THE BUILDING IS LOCATED AND THE NEGOTIATION AND SIGNING OF THIS LEASE ON BEHALF OF LANDLORD OCCURRED.

(f) Assumption/Rejection in Bankruptcy. In case of Tenant's bankruptcy, Tenant unreservedly agrees to cooperate with Landlord to request the trustee in bankruptcy, if one is appointed, and the court to require an assumption or rejection of this Lease within 60 days of the filing of bankruptcy.

(g) Late Charges/Interest. Tenant acknowledges late payment of Rent will cause Landlord to incur costs, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to processing and accounting charges, service fees, personnel costs and additional administrative burdens which may be imposed on Landlord. Accordingly, if there is any default in payment, Tenant agrees to pay to Landlord a late charge equal to 10% of such overdue amount, or the sum of \$ 100, whichever is greater, as Additional Rent. The parties hereby agree that such charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment. In addition, to compensate Landlord for the time-value of money (and not as compensation for additional administrative burdens stated above), any amount due to Landlord not paid shall bear interest at the rate of 9% per annum and shall constitute Additional Rent.

(h) Miscellaneous. Tenant absolutely and unconditionally agrees Tenant shall not (i) impair in any way the validity of this Lease, (ii) defend against or perpetuate Tenant's failure to pay Rent, or the failure to comply with any other terms of this Lease, or assert any set-off, credit, deduction, counterclaim or any other claim against Rent, (iii) impair in any way Landlord's right to file an eviction or other legal action as necessary for enforcement of Landlord's remedies. Tenant stipulates the fair market rental of the Leased Premises for use and occupancy is the Base Rent, Rent Adjustments and Additional Rent stated in the Lease, and the Tenant irrevocably agrees to the entry of an order by a court in the amount of such Base Rent for use and occupancy so long as Tenant shall have possession of the Leased Premises without regard to any right of set-off, deduction or other claim or defense Tenant might have and which may be adjudicated at a later date.

23. Surrender of Possession. Upon the expiration or early termination of the Term, Tenant shall quit and surrender to Landlord the Leased Premises and all permanent equipment and fixtures, in broom-swept clean and in as good a condition and state of repair as when Tenant originally took possession, subject to ordinary wear and tear. If Tenant fails to surrender possession of the Leased Premises to Landlord in a satisfactory condition, Landlord may restore the Leased Premises, equipment and fixtures to such condition and state of repair and Tenant shall, upon demand, pay to Landlord the cost thereof. If the Tenant does not remove its property of every kind and description from the Leased Premises following the expiration of the Term or earlier termination of the Lease, at Landlord's option, the Tenant shall be conclusively presumed to have conveyed the same to the Landlord under this Lease as a bill of sale without further payment or credit by the Landlord to the Tenant and the Landlord may remove the same and the Tenant shall pay the cost of such removal to the Landlord upon written notice. Tenant's obligation to observe or perform this covenant shall survive the expiration or early termination of the Term of this Lease.

24. **Relocation of Tenant.** Landlord shall have the right, upon sixty (60) days written notice, to relocate Tenant to another location in the Building at no cost or expense to Tenant and upon the condition that the new Leased Premises designated by Landlord shall be substantially similar to the Leased Premises and shall not be smaller in area than the Leased Premises. Landlord shall not relocate Tenant in the last twelve (12) months of the Term or more than once during the entire Term. Landlord shall have the right to cancel and terminate this Lease in the case where Tenant should fail or refuse to permit Landlord to move Tenant upon sixty (60) days notice from the date of the original notification to relocate Tenant by Landlord.

25. **Covenant Against Liens.** Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Building, the land surrounding the Building which is held in fee simple by Landlord, or the Leased Premises, and any liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Building, the land, or the Leased Premises with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Tenant or the Leased Premises. In the event such lien is placed against the Leased Premises, Tenant covenants and agrees immediately to cause it to be released and removed of record.

26. **Tenant's Security Deposit Payment Upon Execution.** As additional security for the faithful and prompt performance of its obligation hereunder, Tenant has concurrently with the execution of this Lease paid to Landlord the sum of \$27,242.50 (the "Security Deposit"). The Security Deposit need not be segregated and may be applied by Landlord for the purpose of curing any default or defaults of Tenant hereunder, in which event Tenant shall replenish the Security Deposit in full by promptly paying to Landlord on demand the amount so applied. Landlord shall not pay any interest on the Security Deposit, except as may be required by law. If Tenant has not defaulted hereunder and Landlord has not applied the Security Deposit to cure a default, or Landlord has applied the Security Deposit to cure a default and Tenant has replenished the same, then the Security Deposit, or such remaining portion thereof, shall be paid to Tenant after the expiration or termination of this Lease. Said deposit shall not be deemed an advance payment of rent or measure of Landlord's damages for any default hereunder by Tenant.

27. **Uses, Rules And Regulations.** The Tenant shall occupy and use the Leased Premises during the Term for the purpose above specified and none other and shall comply with the following provisions:

(a) The parties agree that the Leased Premises shall be used primarily for the provision of outpatient renal dialysis services and the practice of medicine by physicians who occupy the Leased Premises and for other purposes related to and supportive of the foregoing. The parties further agree that any physician who practices medicine in the Leased Premises may perform or provide other services or procedures on the physician's patients in the physician's office (including, without limitation, urgent care services and outpatient surgical procedures) if the services or procedures (i) are merely ancillary and incidental to such physician's primary medical practice or specialty and do not constitute the primary business undertaken by the physician, (ii) are required for the complete provision of medical care by the physician's specialty, (iii) do not require either general anesthesia or deep intravenous sedation with ventilator support, and (iv) are not permitted or advertised to the general public as the primary business undertaken by the physician in the medical office building. Tenant shall not, without the prior written consent of Landlord, install or use for the first time, or permit or suffer any other occupant of the Leased Premises to install or use for the first time, any pathologic, laboratory or radiology equipment in the Leased Premises.

(b) Tenant shall not use the Leased Premises or any portion thereof or permit or suffer any other occupant of the Leased Premises to use the Leased Premises or any portion thereof for any one or combination of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist (except that medical providers within the Leased Premises may dispense sample doses of medication to a patient at no fee or additional charge, in connection with medical office visits and may administer medications in accordance with applicable law); (ii) the sale of so-called health and beauty aids or drug sundries; (iii) the operation of a business in which photofinishing services or photographic film are offered for sale; (iv) the operation of a business in which greeting cards or gift wrap are offered for sale; (v) the operation of a business in which prepackaged food items for off premises consumption are offered for sale; (vi) the operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), provided that Tenant may perform dialysis related blood tests for patients of Tenant in a manner consistent with other dialysis facilities, (v) providing diagnostic imaging services (including, without limitation fluoroscopy, x-ray, plane film radiography, computerized tomography, ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine and magnetic resonance imaging), provided Tenant may perform dialysis related diagnostic imaging services related to the treatment of end stage renal disease in a manner consistent with other dialysis facilities, (vi) providing positron emission tomography and similar imaging procedures, or providing respiratory therapy services unless in each such case such uses are merely ancillary and incidental to the primary medical practice or specialty of a physician who occupies the Leased Premises and do not constitute the primary business undertaken by the physician; or (vii) the operation of an acute care general hospital, specialty hospital, rehabilitation center, extended care facility or nursing home, inpatient clinic, urgent care clinic, surgical center, emergency center, home health service, ambulance service, or birthing center.

(c) Tenant shall not use the Leased Premises or any portion thereof or permit or suffer any other occupant of the Leased Premises to use the Leased Premises or any portion thereof for a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store (excluding an auxiliary store connected with the Building), odd lot, closeout or liquidation store, auction house, flea market, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials (with the exception of those materials reasonably used at a medical office building or in connection with the operation of a renal dialysis clinic), under ground storage tanks, or any use which creates a nuisance.

(d) To the extent not prohibited by law, Tenant shall require that each physician who conducts a medical practice at the Leased Premises be either (i) be a member in good standing of the medical staff of Weiss Memorial Hospital at the time such physician's lease commences, or (ii) have applied for membership to the medical staff of Weiss Memorial Hospital at the time such physician's lease commences.

(e) Tenant will not make or permit to be made any use of the Leased Premises which, directly or indirectly, violates any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, or which may be dangerous to persons or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering the operation of the Building, or which will be in conflict with any fire insurance policy covering the Building. Tenant, at its sole expense, will comply with all rules, regulations or requirements of the local inspection and rating bureau, or any other similar body, and shall not do or permit anything to be done upon the Leased Premises or bring or keep anything on the Leased Premises in violation of any rule, regulation or requirement of any fire department, inspection and rating bureau, fire insurance rating organization or

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other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Building;

(f) Any sign installed in the Leased Premises shall be installed by Landlord at Tenant's cost and in such manner, character and style as Landlord may approve in writing, which approval shall not be unreasonably withheld, and all such signage shall comply with all applicable codes, ordinances, laws and regulations;

(g) Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant, and Tenant shall not use any picture or likeness of the Building in any circular, notice, advertisement or correspondence without Landlord's prior written consent, which consent shall not be unreasonably withheld;

(h) Tenant shall not obstruct, or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, or stairways of the Building;

(i) No bicycle or other vehicle (other than handicapped assistance vehicles such as mechanized wheelchairs) and no dog or other animal (other than handicapped assistance animals such as seeing eye dogs) shall be brought or permitted in the Building;

(i) Tenant shall not (i) make or permit any unreasonable noise or odor to emanate from the Leased Premises, (ii) create or maintain a nuisance in the Leased Premises, (iii) disturb, solicit or canvass any occupant of the Building, (iv) do any act tending to injure the reputation of the Building and (v) permit any of its employees, agents, contractors or visitors, including patients, to smoke in the Leased Premises or elsewhere in the Building;

(k) Tenant shall not install any musical instrument equipment, antennas, aerial wires or other equipment outside of the Leased Premises, without, in each and every instance, Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such use, if permitted, shall be subject to control by Landlord so that other occupants of the Building shall not be disturbed or annoyed;

(l) Tenant shall not waste water by tying, wedging or otherwise fastening open any faucet;

(m) No additional locks or similar devices shall be attached to any door or window. No keys for any door or window other than those provided by the Landlord shall be made. If more than two keys for one lock are desired by Tenant, Landlord will provide the same upon payment by the Tenant. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Leased Premises and shall make known to the Landlord the combination of all locks on safes, cabinets, and vaults;

(n) Tenant shall be responsible for protecting the Leased Premises and all property located therein and for the safety of all persons therein;

(o) If Tenant desires telegraphic, telephonic, burglar alarm or signal service, or if Tenant desires any other special wiring be installed, Landlord, upon written request, shall direct where and how connections and all wiring for such service shall be introduced and run. Without such directions and approval, no boring, cutting or installation of wires or cables is permitted;

(p) Shades, draperies or other forms of inside window covering must be of such shape, color and material as approved by the Landlord, which approval shall not be unreasonably withheld, and in no event shall Tenant be permitted to install window coverings on the exterior wall windows;

(q) Tenant *shall* not overload any floor. Furniture and all large articles shall be brought through the Building and into the Leased Premises at such times and in such manner as the Landlord shall direct and at the Tenant's sole risk and responsibility;

(r) Unless Landlord gives advance written consent in each and every instance, which consent shall not be unreasonably withheld, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device (other than those necessary for the operation of Tenant's business or to service Tenant, its employees or its patients) or air-conditioning apparatus in or about the Leased Premises, or carry on any mechanical business in the Leased Premises, or use the Leased Premises for housing accommodations or lodging or sleeping purposes, or do any cooking in the Leased Premises or install or permit the installation of any vending machines (other than to service Tenant or its employees or patients), or use any illumination other than electric light, or use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any other explosives or articles hazardous to persons and property;

(s) Tenant shall not place or allow anything to be against or near the glass, partitions, doors or windows of the Leased Premises which may diminish the light in, or be unsightly from the exterior of the Building, public halls or corridors;

(t) Tenant shall not install in the Leased Premises any equipment other than usual medical office equipment, and equipment appropriate for the operation of Tenant's business in the Leased Premises and Building. Tenant shall ascertain the maximum amount of electric current which can safely be used, taking into account the capability of the wiring servicing the Leased Premises and shall not use more electricity than the safe capacity;

(u) Tenant may not install carpet padding or carpet by means of a mastic, glue or cement without Landlord's prior written consent. Such installation shall be by tackles strip or double-faced tape only;

(v) Tenant shall not, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, do any cooking, baking, heating, preparation, servicing or selling of any food or beverages in the Leased Premises, or permit the same to occur, except for coffee service and microwave ovens to service Tenant and its employees or in connection with its treatment of patients;

(w) Tenant shall comply with all statutes, ordinances and other governmental rules and regulations which may affect the Building and the permitted uses therein. Tenant shall be solely responsible for acquiring and maintaining throughout the Term of this Lease, any and all approvals, licenses or certifications, as required under state or federal law, for operation of its business in the Leased Premises; and

(x) Landlord shall, at Tenant's sole cost and expense, arrange for a service for Tenant's use in disposing of infectious wastes generated on the Leased Premises, and Tenant shall handle, store, maintain and dispose of infectious wastes prior to pick-up in accordance with all legal requirements and Landlord's rules and requirements relating to infectious waste;

If Tenant breaches any covenant or condition of this Section 27, then in addition to all other liabilities, rights and remedies for breach of any covenant of this Section 27, Tenant shall pay to Landlord all damages caused by such breach and shall also pay to Landlord as Additional Rent an amount equal to any increase in insurance premium or premiums caused by such breach. The Landlord shall have the right to make and Tenant shall observe, such reasonable rules and regulations as the Landlord (or its Agent) may from time to time adopt on such reasonable notice to be given as the Landlord may elect. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the provisions of this Section 27 or any rules and regulations hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to the Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

28. **Construction of Building.** As of the date hereof, construction of the Building in which the Leased Premises are to located is not completed. The Landlord presently intends, at its sole costs and expense, to complete the Shell and Core (as hereinafter defined) of the Building substantially in accordance with those preliminary plans (hereinafter "Building Plans") prepared by Gellick and Associates and dated December 11, 2003, subject, however, to the following terms and conditions.

(a) The term "Shell and Core" means that portion of the construction of the Building specifically described in the Building Plans and excludes any other work that may be performed at, on, or within the Building (including, without limitation, any work related to Tenant improvements to be constructed or installed within the Leased Premises or within any other tenant's premises). The term "complete," insofar as it relates to the Shell and Core, means that (i) the structure (steel and concrete erection) of the Building will be completed; (ii) the Building will be enclosed and waterproof; (iii) all utility and service lines and equipment relating thereto will be brought to the floor on which the Leased Premises are located, extended to a point at which one of the demising walls of the Leased Premises will be located, and be in good operating condition; (iv) the HVAC system to the floor on which the Leased Premises are located will be in operation; (v) the freight elevator will be operational; (vi) there will be at least one passenger elevator for space occupied by tenants then in possession of portions of the Building; (vii) the elevator lobby on the floor in which the Leased Premises are located and the public corridor leading from that elevator lobby to the Leased Premises will be completed (excluding from the completion of the foregoing painting and floor covering; provided, however, that when the floor on which the Leased Premises are located is two-thirds occupied, such painting and floor covering shall be completed); (viii) the rest rooms on the floor on which the Leased Premises are located will be completed; and (ix) the ground floor lobby and the ground floor elevator lobby will be complete to the extent of providing a method of safe ingress to and egress from the elevators servicing the floor on which the Leased Premises are located from and to the exterior of the Building, and the floors in the areas providing such ingress and egress will be covered with hard or soft floor covering.

(b) Either of the following shall be evidence that the Building Shell and Core is complete, and such evidence shall be conclusive and binding on the Tenant: (i) the certification of either the Landlord's architect or the Landlord's engineer that the Shell and Core is substantially complete, or (ii) the issuance of an occupancy certificate for the Building by the applicable governmental authority.

(c) The Landlord reserves the right, from time to time and at the Landlord's sole discretion, to modify, amend, change, detail, or amplify the Building Plans without the consent or approval of the Tenant, provided that such modifications, amendments, changes, detailing, or amplifying does not either (i) materially and substantially reduce the area of the Leased Premises, or (ii) substantially and materially change the location of the Leased Premises, or change the location of any portion of the Leased Premises, from one floor to another floor of the Building.

(d) In the event the Shell and Core is not complete by the stated Commencement Date for any reason, the Landlord shall not be liable or responsible for any claims, damages, or liabilities in connection

therewith or by reason thereof; however, the commencement date of the Term shall be extended until the Shell and Core is so completed. Notwithstanding the foregoing, the Shell and Core shall be deemed "complete" for purposes of this Lease upon that date that the Shell and Core would have been complete but for Tenant delay. Further, in the event the Tenant uses or occupies any portion of the Leased Premises prior to completion of the Shell and Core for any purpose, the date of completion of the Shell and Core shall be deemed to be the date upon which such use or occupancy commenced.

(e) Landlord shall obtain all required zoning and permits (other than Tenant's licenses in connection with its medical office) for the construction and operating of the Building and the Leased Premises.

(f) No promise of the Landlord to the build-out of the Leased Premises or representation as the condition of the Leased Premises has been made to Tenant, other than as contained herein or in a separate Build-Out Agreement attached as **Exhibit A** to this Lease and signed by Landlord and Tenant. The Leased Premises will meet Tenant's specified requirements for the operation of Tenant's medical office as provided by Tenant. All such work by Landlord to Tenant's Leased Premises will comply with the requirements of public building authorities, in a workmanlike manner and free of liens and encumbrances for labor and materials. Within one (1) month after the execution and delivery of this Lease, Tenant shall furnish Landlord base sheets relative to the build-out for the Leased Premises, so that Landlord may be enabled to prepare and furnish to Tenant plans covering Tenant's specific requirements. Landlord shall send written notice to Tenant fourteen days prior to the date that the work is ready for inspection and delivery of possession to Tenant. Landlord will complete Tenant's punch list items within thirty (30) days, but in no event shall the punch list items delay Tenant's possession.

29. **Environmental.**

(a) Tenant agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Leased Premises now or at any future time. The term "Hazardous Materials," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Leased Premises is located, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including asbestos; petroleum and including any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended 49 C.F.R. 172.101, or in the Comprehensive and Liability Act, as amended 52 U.S.C. subsections 9601 et seq., or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq. or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

(b) Tenant does hereby indemnify, defend and hold harmless the Landlord and its agents and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Materials that occurs during the Term of this Lease, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities. Tenant's obligations and liabilities under this Section 29(b) shall survive the expiration of this Lease for a period of five (5) years.

(c) Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the land to which the Building is situated thereon are free of Hazardous Materials. Further,

Landlord indemnifies, holds Tenant, its successors, assigns officers, employees, agents and contractors (with Tenant, collectively referred to hereinafter as the "Indemnified Parties") harmless and, if Tenant elects, agrees to defend the Indemnified Parties without limitation, attorney's fees and fees for the employment of any environmental expert or consultant, incurred by any Indemnified Party as a result of the presence of Hazardous Materials upon the land surrounding the Building or the Building itself existing at the time of execution of this Lease, but excluding such Hazardous Materials or conditions first created by Tenant within the Leased Premises after the Commencement Date and excluding further such Hazardous Materials or conditions that Landlord has no knowledge of. Landlord's obligation to indemnify, hold harmless and defend the Indemnified Parties shall include, without limitation, all claims, judgments, expenses, damages, penalties, fines, costs, liabilities or losses (including reasonable attorney and consultants' fees) that are incurred by Tenant, its successors, assigns, agents, employees, invitees, as a result of any pre-Commencement Date environmental contaminations of the Building and the land it is situation thereon regarding which Landlord had knowledge as of the Commencement Date,

30. **Quiet Enjoyment.** Subject to the provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably have, hold and enjoy the Leased Premises for the Term.

31. **Miscellaneous.**

(a) No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than a payment on account of the amount due and no endorsement of statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord.

(b) No receipt of money by Landlord from Tenant after the termination of this Lease, Tenant's possession or right of possession, or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall affect any such notice, demand, suit, or judgment for possession.

(c) No waiver or any default of the Tenant hereunder shall be implied from any omission by the Landlord to take any action on account of such default and if such default be repeated, no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. Receipt of Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease, or termination of possession.

(d) The words "Landlord" and "Tenant" wherever used in the Lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(e) Each provision of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns; provided, however, that nothing contained in this Subsection shall be construed to be a consent by Landlord to any assignment or subletting except as otherwise provided for in this Lease.

(f) The execution of this Lease by Tenant and delivery of same to Landlord (or the Landlord's Agent) does not constitute a reservation of or option for the Leased Premises or an agreement to enter into a Lease. This Lease shall become effective only if and when Landlord executes and delivers this Lease to Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord (or the Landlord's Agent) shall constitute an irrevocable offer by Tenant to lease the Leased Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked for thirty (30) days after such execution and delivery. If Tenant is a corporation, partnership, association or any other entity, it shall deliver to Landlord, concurrently with the delivery to Landlord of the executed Lease, certified resolutions of Tenant's directors or other governing person or body authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder and the authority of the party executing this Lease as having been duly authorized so to do.

(g) All amounts (other than Base Rent and Rent Adjustments) owed by the Tenant to the Landlord hereunder shall be deemed Additional Rent and be payable within ten (10) days from the date the Landlord renders statements of account therefor. All Base Rent, Rent Adjustments and Additional Rent shall bear interest from the date due until the date paid at the rate stated in Section 22(g) and, in addition, Tenant shall pay, as a late charge, which shall be deemed additional rent, an amount equal to the amount stated in Section 22(g) (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). Should Tenant make a partial payment of any amount due, the amount of such payment shall be applied first to reduce all accrued and unpaid late charges, then to reduce interest, then attorneys' fees and other fees of Landlord, then to reduce all other past due amounts, at the sole election of Landlord, in inverse order of maturity.

(h) All riders and exhibits attached to this Lease referred to herein are hereby made a part of this Lease as though inserted in this Lease.

(i) This Lease constitutes the entire agreement between the parties, and all prior or contemporaneous agreements are merged into this Lease. This Lease may not be changed in any way except in writing signed by both parties. This Lease shall not be construed more strictly against one party than the other merely by virtue of the fact the Lease may have been prepared by one party, both parties recognize that each has had the opportunity to read and negotiate modifications to this Lease. The headings of sections are for convenience only and do not limit or construe the contents of the sections.

(j) If the Tenant occupies the Leased Premises prior to the beginning of the Term of this Lease with the Landlord's consent, all the provisions of this Lease shall be in full force and effect as soon as the Tenant occupies the Leased Premises.

(k) Should any mortgagee, leasehold or otherwise, require a modification of this Lease, which modification will not bring about any increased costs or expense to Tenant or in any other way substantially change the rights and obligations of Tenant under this Lease, Tenant agrees that this Lease may be so modified.

(l) Tenant represents that it has not dealt with any broker in connection with this Lease and that to the best of Tenant's knowledge, no broker negotiated this Lease or is entitled to any commission in connection with this Lease. Tenant agrees to indemnify and hold Landlord, its beneficiaries, and agents, and their respective agents and employees, harmless from all claims of any broker who claims to have dealt with Tenant in connection with this Lease.

(m) The Landlord's title is and always shall be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber such

title. If Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Leased Premises for the collection of such judgment, that being the sole asset to which Tenant may look for payment of any such judgment, and Tenant further agrees that no other assets of Landlord, wherever situate, shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord shall not be liable for any deficiency.

(n) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

(o) If any term, covenant or condition of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(p) Tenant warrants and represents that it has full power and authority to execute this Lease. In the event Tenant is a general partnership or consists of two or more individuals, all present and future partners or individuals, as applicable, shall be jointly and severally liable hereunder.

(q) Landlord has no obligation pursuant to this Lease except as expressly provided for herein. The references to "Landlord" in this Lease shall be limited to mean and include only the owner or owners, at the time, of the fee simple interest in the demised Leased Premises. In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder and the transferee shall be deemed to have assumed, subject to the provisions of Section 19 above, all of such terms, conditions, covenants and obligations.

(r) This Lease, including all schedules of exhibits attached hereto and made a part hereof, sets forth all the covenants, Leased Premises, agreements, conditions and understandings between Landlord and Tenant, concerning the Leased Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than herein set forth, except as herein otherwise provided. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(s) Notices hereunder shall be in writing and shall be deemed given when received if:

(i) Served by Landlord upon Tenant by First Class Mail, postage prepaid, via facsimile or express mail, to Tenant at: Renal Care Group, Inc., 2525 West End Avenue, Suite 600, Nashville, Tennessee 37203, Attention: General Counsel, Facsimile: (615) 345-5503.

(ii) Served by Tenant upon Landlord when addressed to Landlord, First Class Mail, postage prepaid, via facsimile, or express mail, to Landlord or its Agent at the following address: Wellness Associates, LLC c/o Joseph S. Messer, Messer & Stilp, Ltd., 166 W. Washington, 3rd Floor, Chicago, IL 60602-2390, Facsimile: (312) 334-3434.

(t) This Lease does not grant any rights to light or air over or about the real property of Landlord. Landlord specifically excepts and reserves to itself the use of any roofs, the exterior portions of

the Building, all rights to and the land and improvements below the improved floor level of the Building, to the improvements and air rights above the Building and to the improvements and air rights located outside the demising walls of the Leased Premises and to such areas within the Leased Premises required for installation of utility lines and other installations required to serve any occupants of the Building and to maintain and repair same, and no rights with respect thereto are conferred upon Tenant, unless otherwise specifically provided herein.

(u) The preparation of this Lease has been a joint effort of the parties hereto and the resulting documents shall not solely as a matter of judicial construction, be construed more severally against one of the parties than the other.

(v) Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction or declaratory judgment.

(w) Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal liability asserted or enforceable against Landlord or on any persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the interest of Landlord, its successors and assigns in the Landlord's interest under the Lease for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever, such personal liability being waived, released, discharged, forgiven in all manner, shape or form by Tenant.

(x) Notwithstanding anything contained in this Lease to the contrary, if, within one year after the date of execution of this Lease by the Landlord, the Landlord is unable to obtain (i) a construction loan (with the lender being prepared to make the first disbursement thereunder) and other financing necessary for the Landlord to proceed with the construction and development of the Building, (ii) a building permit and other applicable approvals for construction of the Building or (iii) the approval of any mortgagee of the Landlord to this Lease, the Landlord shall have the right to elect to terminate this Lease as hereinafter provided. The Landlord shall give written notice to the Tenant of its election to terminate. The date of termination shall be the date the Tenant receives or is deemed to have received the Landlord's notice of its election to terminate. Furthermore, if any lender financing the construction by or on behalf of the Landlord of all or any portion of the Building or the land shall require a change or changes in this Lease as a condition of such financing and if the Tenant refuses to agree thereto, the Landlord may terminate this Lease at any time prior to the time possession of the Leased Premises is delivered to the Tenant effective upon notice to the Tenant as aforesaid.

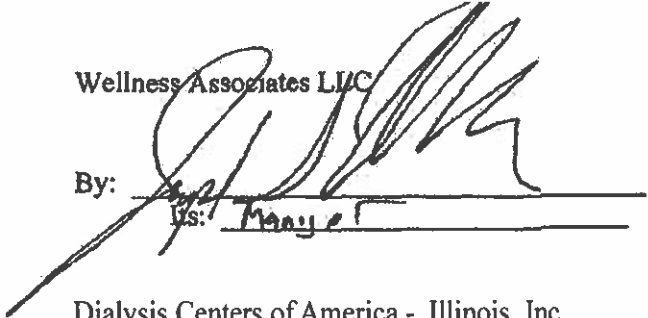
(y) This Lease may be signed in counterparts and such shall constitute and be treated for all intents and purposes as an original document.

IN WITNESS WHEREOF; this Lease has been duly executed by th
and year first above written.

arties hereto, as of the day

LANDLORD:

Wellness Associates LLC

By: 

Is: Manager

TENANT:

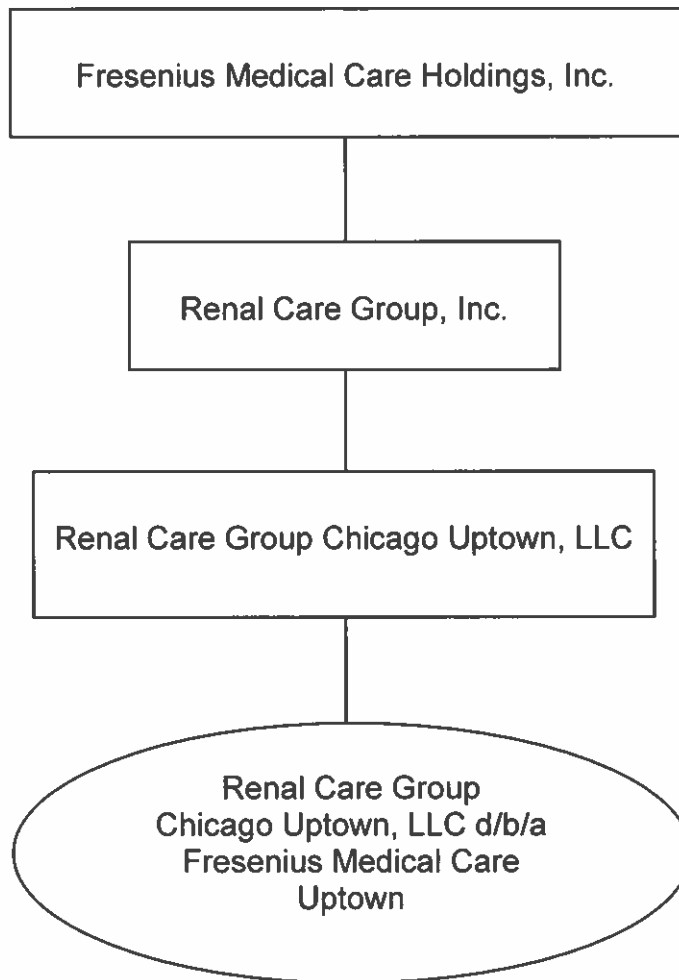
Dialysis Centers of America - Illinois, Inc.

Site Owner – Lease
ATTACHMENT – 2

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

Exact Legal Name: Renal Care Group Chicago Uptown, 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.**



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.**

Renal Care Group Chicago Uptown, LLC proposes to discontinue the Fresenius Medical Care Uptown ESRD facility located at 4700 N Marine Drive, Ste. 200, Chicago, consisting of 14 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: 15072

PO Number: FKC Uptown 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 Uptown dialysis facility, located at 4700 N. Marine Drive, 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 www2.illinois.gov/sites/hfsrb/Pages/default.aspx 3/11/2026 #15072

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, PI.

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

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

Re: Fresenius Medical Care Uptown

Dear Mr. Knierly,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, Chicago.

The Uptown dialysis facility was established in 2008 on the campus of Louis A. Weiss Memorial Hospital, which closed its emergency department and most other operations on August 8, 2025, following a loss of Medicare and Medicaid Funding. Remaining outpatient services closed by November 26, 2025. Since this time the facility has experienced limited responses to maintenance issues, support for essential services such as elevator access, HVAC needs, as well power-related issues. Under these conditions, there are ongoing concerns about the future operational stability of the facility.

Besides the building issues the facility has been experiencing, there have been recent declines in utilization. The facility operated in the 80 to 90-percentile range through 2020, with sharp declines in 2023 to 61%, and as of December 2025 the utilization was only at 57%. This is consistently far below the HFSRB's target utilization rate of 80%. Current patients of the Uptown facility will easily be accommodated at nearby Fresenius Medical Care facilities in the 5-mile radius of Uptown that are currently averaging a 61% utilization rate.

Given the facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, the questionable stability of the building, 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.

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 Uptown

Dear Director Whitehorn,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, 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 Uptown

Dear Director Vohra,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, 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

Alderdwoman Angela Clay
46th Ward Alderdwoman
4544 N. Broadway
Chicago, IL 60640

Re: Fresenius Medical Care Uptown

Dear Alderdwoman Clay,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, 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

Senator Mike Simmons
Illinois State Senate District 7
1040 W. Bryn Mar Street
Chicago, IL 60640

Re: Fresenius Medical Care Uptown

Dear Senator Simmons,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, 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

Representative Hoan Huynh
Illinois State Representative, District 13
5025 N. Broadway, 1st Floor
Chicago, IL 60640

Re: Fresenius Medical Care Uptown

Dear Representative Huynh,

I am writing to inform you that Renal Care Group Chicago Uptown, 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 14-station Fresenius Medical Care Uptown dialysis facility located at 4700 N. Marine Drive, Suite 200, Chicago.

The Uptown dialysis facility was established in 2008 on the campus of Louis A. Weiss Memorial Hospital, which closed its emergency department and most other operations on August 8, 2025, following a loss of Medicare and Medicaid Funding. Remaining outpatient services closed by November 26, 2025. Since this time the facility has experienced limited responses to maintenance issues, support for essential services such as elevator access, HVAC needs, as well power-related issues. Under these conditions, there are ongoing concerns about the future operational stability of the facility.

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Given the facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, the questionable stability of the building, 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.

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

7020 2450 0001 0274 1120
7020 2450 0001 0274 1137
7020 2450 0001 0274 1144
7020 2450 0001 0274 1175

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Certified Mail Fee \$15.50
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☐ Return Receipt (hardcopy) \$2.80
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
FEB 02 17/2026

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

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
02/17/2026

Alderwoman Angela Clay
46th Ward Alderwoman
2511 W. Division Street,
Chicago, IL 60622

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☐ Return Receipt (electronic) \$0.00
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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
02/17/2026

Senator Mike Simmons
IL State Senate, District 7
1040 Bryn Mawr Ave
Chicago, IL 60660

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
02/17/2026

Representative Hoan Huynh
Illinois State Representation, District 13
5025 N Broadway, 1st Floor
Chicago, IL 60640

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
02/17/2026

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Certified Mail Fee \$15.50
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.80
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.78
Total Postage and Fees \$10.46

Postmark Here
02/17/2026

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

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 0488 19

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1120

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

Domestic Return Receipt

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 0487 58

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1168

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

Domestic Return Receipt

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:

Representative Hoan Huynh
Illinois State Representation, District 13
5025 N Broadway, 1st Floor
Chicago, IL 60640



9590 9402 6302 0274 0487 65

2. Article Number (Transfer from service label)

7020 2450 0001 0274 1151

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ 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

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

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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: Alderwoman Angela Clay 46th Ward Alderwoman 4544 N Broadway Chicago, IL 60640		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 7020 2450 0001 0274 1137		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)			
9590 9402 6302 0274 0488 02			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: Senator Mike Simmons IL State Senate, District 7 1040 Bryn Mawr Ave Chicago, IL 60660		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 7020 2450 0001 0274 1144		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)			
9590 9402 6302 0274 0487 72			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Discontinuation –USPS Certified Mail Receipt
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 Uptown, 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

Section II, Discontinuation

Criterion 1110.290(b) Reasons for Discontinuation

The Fresenius Medical Care Uptown dialysis facility (the "Uptown Facility") was established in 2008 on the campus of Louis A. Weiss Memorial Hospital, which closed its emergency department and most other operations on August 8, 2025. Remaining outpatient services closed by November 26, 2025. Since this time, the Uptown Facility has experienced limited responses to maintenance issues, support for essential services such as elevator access, HVAC needs, as well as power-related issues. Under these conditions, there are ongoing concerns about the future operational stability of the Uptown Facility.

In addition to the building issues the Uptown Facility has been experiencing, there have been recent declines in utilization. The Uptown Facility operated in the 80-percentile range through 2020, with sharp declines in 2023 to 61%, and as of December 2025 the utilization was at 57%. This is consistently below the HFSRB's target utilization rate of 80%. Current patients of the Uptown Facility are able to be accommodated at nearby Fresenius Medical Care facilities in the 5-mile radius of the Uptown Facility that are currently averaging a 61% utilization rate if they choose or they may choose to receive treatment at non-FKC facilities in the area.

Given the Uptown Facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, the questionable stability of building services, and a HFSRB determined excess of 96 ESRD stations in Health Service Area 6, Chicago, the decision was made to seek approval to discontinue the Uptown Facility. The 13 patients currently dialyzing at the Uptown Facility are able to be accommodated at nearby Fresenius Medical Care facilities or any other facility of their choice, to offer access to continued care. Patients who are candidates for home therapies will continue to have access to dialysis home therapies training as well. We anticipate the Uptown Facility will close, pending Board approval, no later than April 30, 2026.

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

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

The discontinuation of the Uptown Facility in Chicago, HSA 6, will not have an adverse effect upon access to dialysis services in Chicago. The 13 other ESRD facilities in the 5-mile geographic service area are operating at a combined average utilization rate of 60% as of December 31, 2025. This is below the State standard of 80%. As of the January 2026 State ESRD station inventory, there is an excess of 96 stations in HSA 6. For these reasons the 13 patients which are currently receiving dialysis treatment at the Uptown facility are able to be accommodated at nearby Fresenius Medical Care clinics, or at another dialysis provider of their choice. This will offer continued access to dialysis treatments, including home dialysis therapies.

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

A request for an impact statement was sent to the 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 Irving Park Dialysis
4323 N. Pulaski
Chicago, IL 60641

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 Uptown 14-station dialysis center located at 4700 N. Marine Drive, Suite 200, 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 Uptown 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 Uptown facility provided 13,930 dialysis treatments to approximately 80 end stage renal disease (ESRD) patients. Arrangements will be made for the 13 current patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor to any other area dialysis providers because area Fresenius Medical Care clinics have sufficient capacity to accommodate the remaining 13 patients.

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

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

Sincerely,

Lori Wright
Senior CON Specialist

Thrive On



March 19, 2026

Facility Administrator
DaVita Lincoln Park Dialysis
2484 N. Elston
Chicago, IL 60647

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 Uptown 14-station dialysis center located at 4700 N. Marine Drive, Suite 200, 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 Uptown 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 Uptown facility provided 13,930 dialysis treatments to approximately 80 end stage renal disease (ESRD) patients. Arrangements will be made for the 13 current patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor to any other area dialysis providers because area Fresenius Medical Care clinics have sufficient capacity to accommodate the remaining 13 patients.

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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 20, 2026

Facility Administrator
DaVita Logan Square Dialysis
2838 N. Kimball
Chicago, IL 60618

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 Uptown 14-station dialysis center located at 4700 N. Marine Drive, Suite 200, 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 Uptown facility.

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

Sincerely,

Lori Wright
Senior CON Specialist

Thrive On

March 19, 2026

Facility Administrator
Nephron Dialysis Center
5140 N. California Avenue #510
Chicago, IL 60625

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 Uptown 14-station dialysis center located at 4700 N. Marine Drive, Suite 200, 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 Uptown 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 Uptown facility provided 13,930 dialysis treatments to approximately 80 end stage renal disease (ESRD) patients. Arrangements will be made for the 13 current patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor to any other area dialysis providers because area Fresenius Medical Care clinics have sufficient capacity to accommodate the remaining 13 patients.

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

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

Sincerely,



Lori Wright
Senior CON Specialist

Thrive On

Discontinuation - Impact Statement Request
ATTACHMENT 10

Davita Irving Park Dialysis

1 Address Information		
Ship To: DaVita Irving Park Dialysis Facility Administrator 4323 N. Pulaski Road CHICAGO IL 60641215 5 Telephone:833388284 2	Ship From: Fresenius Medical Care Lori Wright 3500 Lacey Rd Suite 900 DOWNS GROVE IL 60515	Return Address: 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>1ZE3E1451398021965</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 49990000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451398021965

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 10:40 A.M.

Delivery Location

Met Customer

Delivered To

4323 N PULASKI RD
CHICAGO, IL, 60641, US

Reference Number(s)

CHICAGO, 49990000

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 2:40 P.M. EST

Discontinuation - Impact Statement Proof of Shipment & Delivery
ATTACHMENT 10

DaVita Lincoln Park Dialysis

Transaction Date: 20 Mar 2026

Tracking Number:

1ZE3E1451399124156

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Lincoln Park	Fresenius Medical Care	Fresenius Medical Care
Dialysis	Lori Wright	Lori Wright
Facility Administrator	3500 Lacey Rd	3500 Lacey Rd
2484 N. Elston Avenue	Suite 900	Suite 900
CHICAGO IL 60647200	DOWNERS	DOWNERS
2	GROVE IL 60515	GROVE IL 60515
Telephone:833-308-3339		

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 49990000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451399124156

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 9:42 A.M.

Received By

BOLWIN

Delivered To

2484 N ELSTON AVE
CHICAGO, IL, 60647, US

Delivery Location

Front Desk

Reference Number(s)

CHICAGO, 49990000

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

Sincerely,

UPS

Discontinuation - Impact Statement Request Proof of Shipment & Delivery
ATTACHMENT 10

DaVita Logan Square Dialysis

1 Address Information

Ship To:	Ship From:	Return Address:
DaVita Logan Square	Fresenius Medical	Fresenius Medical
Dialysis	Care	Care
Facility Administrator	Lori Wright	Lori Wright
2838 N. Kimball	3500 Lacey Rd	3500 Lacey Rd
Avenue	Suite 900	Suite 900
CHICAGO IL 60618752	DOWNERS	DOWNERS
4	GROVE IL 60515	GROVE IL 60515
Telephone 833308333		
6		

2 Package Information

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451394463156</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 49990000 Region - Chicago

Proof of Delivery

Dear Customer,

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

Tracking Number

1ZE3E1451394463156

Service

UPS Next Day Air Saver®

Shipped / Billed On

03/20/2026

Delivered On

03/23/2026 1:14 P.M.

Received By

DAVITA

Delivered To

2838 N KIMBALL AVE
CHICAGO, IL, 60618, US

Delivery Location

Office

Reference Number(s)

CHICAGO, 49990000

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

Ship To:	Ship From:	Return Address:
Nephron Dialysis Center Facility Administrator 5140 N. California Avenue #510 3500 Lacey Rd CHICAGO IL 60625364 5 Telephone:773293210 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

	Tracking Number	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	<u>1ZE3E1451390647349</u>	Letter (Letter billable)	UPS Letter		Cost Center (8 digit) - 49990000 Region - Chicago

Dear Customer,

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

Tracking Number

1ZE3E1451390647349

Service

UPS Next Day Air Saver®

Delivered On

03/23/2026 9:55 A.M.

Delivered To

5140 N CALIFORNIA AVE
CHICAGO, IL, 60625, US

Shipped / Billed On

03/20/2026

Received By

RAMAT

Delivery Location

Inside Delivery

Reference Number(s)

CHICAGO, 49990000

83

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. 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.
3. Authorization permitting the Illinois Health Facilities and Services Review Board and IDPH access to any documents necessary to verify information submitted, including but not limited to official records of IDPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations is at Attachment 11.

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

Fresenius Kidney Care In-center Clinics in Illinois				
Clinic	Provider #	Address	City	Zip
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl	Chicago	60651
Belleville	14-2839	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Beverly Ridge	14-2827	8924 S. Vincennes	Chicago	60643
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60408
Boilingbrook	14-2805	329 Remington	Boilingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	8710 S. Holland Road	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
Chicago Skyway	14-2516	1453 E. 75th St.	Chicago	60619
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Cicero	14-2754	3000 S. Cicero	Chicago	60804
Crestwood	14-2538	4815 Midlothian Turnpike	Crestwood	60445
Decatur East	14-2603	1830 S. 44th St.	Decatur	62521
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East Aurora	14-2837	840 N. Farnsworth Avenue	Aurora	60505
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2823	8901 S. Kedzie Avenue	Evergreen Park	60805
Galesburg	14-2579	725 N. Seminary	Galesburg	61401
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Glendale Heights	14-2617	130 E. Army Trail Road	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Grayslake	14-2880	1837 Victor Drive	Grayslake	60030
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	50 Tower Court, Suite B	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Highland Park	14-2782	1657 Old Skokie Road	Highland Park	60035
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Humboldt Park	14-2821	3520 Grand Avenue	Chicago	60651
Joliet	14-2739	721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lemont	14-2798	16177 W. 127th Street	Lemont	60439
Logan Square	14-2766	2721 N. Spalding	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	210 E. Calhoun	Macomb	61455
Madison County	14-2870	1946 Grand Ave.	Granite City	62040
Marquette Park	14-2566	6535 S. Western Avenue	Chicago	60636
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	2205 E. Empire St.	Bloomington	61704
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	61265
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	Allon	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Springfield East	14-2853	140 S. Martin Luther King Drive	Springfield	62703
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 E. 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Summit	14-2802	7320 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085
West Batavia	14-2729	2580 W. Fabian Parkway	Batavia	60510
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302
West Willow	14-2730	1444 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527
Woodridge	14-2845	7550 Janes Avenue	Woodridge	60517
Zion	14-2841	1920 N. Sheridan Road	Zion	60099

Background of Applicant – Clinic List
ATTACHMENT 11

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

Certification & Authorization

Renal Care Group Chicago Uptown, 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 Renal Care Group Chicago Uptown, 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: 

ITS: VP and Asst. Treasurer

By: 

ITS: VP and Asst. Secretary

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

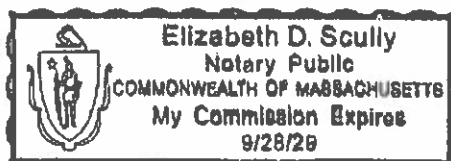

Signature of Notary

Seal

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

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

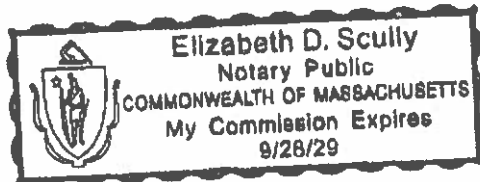
Notarization:

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 building services of the Uptown Facility since the closure of the Louis A. Weiss Memorial Hospital, which closed the emergency department and most other operations on August 8, 2025. Remaining outpatient services closed by November 26, 2025. Since this time the Uptown Facility has experienced limited responses to maintenance issues, support for essential services such as elevator access, HVAC needs, as well power-related issues. Under these conditions, there are ongoing concerns about the future operational stability of the facility.

In addition to services issues, there have been recent declines in utilization. The facility operated in the 80 to 90-percentile range through 2020, with sharp declines in 2023 to 61%, and as of December 2025 the utilization was only at 57%. This is consistently below the HFSRB's target utilization rate of 80%. Current patients of the Uptown Facility are able to be accommodated at nearby Fresenius Medical Care facilities in the 5-mile radius of the Uptown Facility that are currently averaging a 61% utilization rate.

Given the Uptown Facility's continued decline in utilization, partially due to patients choosing home therapies, excess capacity at area Fresenius Medical Care facilities, the questionable stability of building services, and a HFSRB determined excess of 96 ESRD stations in Health Service Area 6, Chicago, the decision was made to seek approval to discontinue the Uptown Facility. Current patients of the Uptown Facility will be offered the ability to receive dialysis treatment at nearby area clinics to maintain access to services. Patients who are eligible to receive home therapies and who choose home therapies are able to be accommodated at a local Fresenius Medical Care facility that offers home dialysis services, provided all other admission criteria is satisfied, or at another provider of their choice.

2. The Uptown Facility, located at 4700 Marine Drive, Suite 200, Chicago, is in HSA 6, Chicago, and in Cook County. The geographical service area is a 5-mile radius of the Uptown Facility.
3. As mentioned previously, unstable building support services of the clinic due to the closure of Louis A. Weiss Memorial Hospital, and declining utilization precipitated the decision to close the facility.
4. Not Applicable
5. It is reasonably anticipated that closing the Uptown Facility, transferring staff to nearby Fresenius Medical Care clinics, and allowing patients a choice of an alternative clinic to receive dialysis treatment, will allow for a more appropriate use of resources, address low area utilization, and provide the opportunity for continuous uninterrupted access to dialysis services with sufficient staffing.
6. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population. There is no direct empirical evidence relating to this project.

Purpose of Project
ATTACHMENT 12

Criterion 1110.110(b) Alternatives

There were no alternatives considered.

Section X, Safety Net Impact Statement

The discontinuation of the Fresenius Medical Care Uptown Facility will not have any impact on safety net services in the Chicago healthcare market in 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

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.			

