

Constantino, Mike

From: Ed Parkhurst [eparkhurst@consultprism.com]
Sent: Wednesday, July 14, 2010 3:18 PM
To: Constantino, Mike
Subject: Project 10-030
Attachments: Affinity NCH Mutual Declaration 7 14 10

Good Afternoon Mike

Attached is the revised Mutual Declaration documentation which now includes a statement to the effect no transaction will be completed without Review Board approval. Trust it is responsive to your request.

Also, on the Review Board website, I cannot open the last two pieces of additional information posted for this project. The site does not link to a file. Can you please let me know when the link might work

Have a great rest of the day and see you week after next.

Ed

MUTUAL DECLARATION

THIS MUTUAL DECLARATION (this "Declaration") is made and entered into as of April 30, 2010 (the "Effective Date"), by and between **NORTHWEST COMMUNITY HOSPITAL**, an Illinois not-for-profit corporation ("NCH"), and **AFFINITY HEALTH CARE, LLC**, an Illinois limited liability company ("Affinity"). NCH and Affinity may be referred to herein individually as a "Party" and collectively as the "Parties."

1. The Parties share a patient-centered culture committed to excellence and quality. The Parties' histories of sound governance and management, together with excellent physicians, nurses and other caregivers, have assured the delivery of exceptional care at each institution.

2. The Parties wish to continue to improve quality, enhance access and accelerate the building of the preeminent primary care services line for Arlington Heights, Illinois and surrounding regions, through the combination of their institutions into an integrated health care delivery system.

3. The Parties have entered into a letter of intent ("LOI") pursuant to which they have negotiated a purchase price for the acquisition by NCH of substantially all of the tangible and intangible assets of Affinity other than cash, cash equivalents and accounts receivable, in an amount equal to Sixteen Million Two Hundred Seventy Thousand Dollars (\$16,270,000), subject to customary pre-closing and post-closing adjustments and the final conclusion of NCH's due diligence investigation of Affinity, and where such terms shall be finalized within a definitive written asset purchase agreement together with all agreements ancillary thereto, which agreement shall contain, among other things, such covenants, conditions, representations and warranties, indemnifications and other provisions customarily in such an agreement and as may be agreed upon by the Parties.

4. Pursuant to the LOI and to be set forth in any subsequent definitive purchase agreement, the Parties agree that as a condition to close the purchase they must obtain any and all necessary governmental approvals, including but not limited to approval of the Illinois Health Facilities and Services Review Board.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the Effective Date.

NORTHWEST COMMUNITY HOSPITAL

AFFINITY HEALTH CARE, LLC

By: *Michael B. J.*

By: *[Signature]*

Its: *Exec. Vice President & COO*

Its: *President*

Signed this *8* day of *July*, 2010

Signed this *14* day of *July*, 2010

Noreen O'Donnell

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