

Overnight

May 4, 2010

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MAY 05 2010

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

Mr. Mike Constantino
Supervisor, Project Review Section
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, Second Floor
Springfield, IL 62761

Re: Mutual Declaration (Signed)
Project 10-030

Dear Mike,

Enclosed is a copy of the signed Mutual Declaration for your files along with a CD of the complete application.

Thanks again for your help.

Sincerely,



Edwin W. Parkhurst, Jr.
Managing Principal

Enclosure

CC: Kelly Raffel

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 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), which sale is subject to: (i) the final conclusion of NCH's due diligence investigation of Affinity; (ii) the finalization of a definitive written asset purchase agreement and all other agreements ancillary thereto containing such provisions as may be agreed upon by the Parties; and (iii) such other closing conditions as are set forth in the letter of intent.

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

NORTHWEST COMMUNITY HOSPITAL

AFFINITY HEALTH CARE, LLC

By: *BK Cawthra*

By: *[Signature]*

Its: *President & CEO*

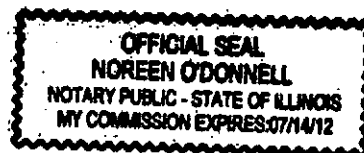
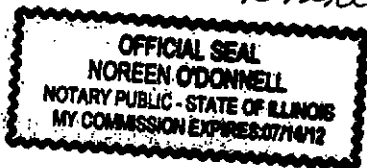
Its: *President*

CHI02_60801764v3

Signed this 3rd day of May 2010
Noreen O'Donnell

Signed this 3rd day
May 2010

Noreen O'Donnell



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