

**GRANT AGREEMENT BETWEEN
NORTHWESTERN MEDICINE PALOS HOSPITAL
AND
VILLAGE OF PALOS PARK**

This Grant Agreement, effective July 1, 2025 ("Effective Date"), is made and entered into by and between NORTHWESTERN MEDICINE PALOS HOSPITAL, an Illinois not-for-profit corporation ("NMPH"), on behalf of itself and its affiliates, and VILLAGE OF PALOS PARK, an Illinois non-home-rule community ("Palos Park "). NMPH and Palos Park may each be referred to individually as a "Party" and collectively as "the Parties" throughout this Agreement.

RECITALS:

WHEREAS:

- A. Northwestern Memorial HealthCare (NMHC) is the not-for-profit corporate parent of Northwestern Memorial Hospital (NMH); Northwestern Medicine Lake Forest Hospital (NM LFH); CDH-Delnor Health System (CDHS); Northwestern Medicine Central DuPage Hospital (NM CDH); Northwestern Medicine Delnor Hospital (NM Delnor); KishHealth System (KHS); Northwestern Medicine Kishwaukee Hospital (NM Kishwaukee); Northwestern Medicine Valley West Hospital (NM Valley West); Marianjoy Rehabilitation Hospital, part of Northwestern Medicine (MRH); Centegra Health System (CHS); Northwestern Medicine McHenry Hospital (NM McHenry); Northwestern Medicine Huntley Hospital (NM Huntley); Northwestern Medicine Woodstock Hospital (NM Woodstock); Northwestern Medical Group (NMG); Northwestern Medicine Regional Medical Group (NM RMG); Marianjoy Medical Group (MMG); Northwestern Memorial Foundation (NMF); NMPH; and other subsidiaries within its corporate structure;
- B. NMHC and its not-for-profit affiliates, including NMPH are organized and operated exclusively for charitable purposes as described in §501(c)(3) of the Internal Revenue Code, including the promotion of health care, education, and research;
- C. Palos Park is a non-home-rule community located in Cook County, Illinois. According to the 2020 census, the population of Palos Park is 4,899.
- D. Palos Park has all powers necessary or appropriate in order that they may engage in the acquisition, establishment, maintenance and operation of an outdoor fitness court, and provide access to equipment to promote health and wellness within the communities served by NMPH.

- E. NMPH is committed to improving the health of the communities it serves, including promoting the health and safety of residents living in Palos Park.
- F. The activities supported by this Agreement and described herein are intended to promote the health and safety for residents of Palos Park, and residents served by Palos Park.
- G. NMPH has agreed to provide funding in the form of a grant to Palos Park to be used to help promote the health and wellness of residents of Palos Park and the surrounding communities; and to provide direct support for Palos Park's plans to install a Fitness Court adjacent to its recreation center.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NMPH and Palos Park agree as follows:

ARTICLE I
GRANT TO DISTRICT

Section 1.1. Grant Funds and Purposes. To help promote the health and safety of residents of the Palos Park; to provide direct support for Palos Park's funding request for an outdoor Fitness Court and related supplies, NMPH in its discretion, has agreed to provide Palos Park with a onetime grant ("Grant Support") in an amount not to exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**. Of this Grant Support, the Parties agree **FIFTY THOUSAND DOLLARS (\$50,000.00)** is to be used for the express purpose of supporting the purchase of an Outdoor Fitness Court and related supplies. Such supported activities are consistent with the Parties' charitable and statutory purposes and missions to respond to a priority health and public needs as identified by the residents served by Palos Park.

Section 1.2. Grant Uses. The Parties have mutually agreed upon the scope and purpose of the grant. The grant described in Section 1.1 hereinabove does not include any in-kind services, including healthcare professional, administrative personnel or staff, equipment or facilities. Palos Park agrees that it will use the grant funds provided by NMPH for the purposes set forth in Article I, and/or any additional purposes as are subsequently approved in writing by NMPH.

ARTICLE II
REPORTS

Section 2.1. Annual Reports. Palos Park shall provide NMPH with a report that summarizes, in reasonable detail, its use of any and all grant funds received under the terms of this Agreement on or before December 1, 2025. Palos Park may request an extension from NMPH to provide the report to NMPH at an agreed upon date not to be after July 1, 2026.

Section 2.2. Misuse of Funds . Palos Park agrees it will use the funds only for the purposes set forth in Article I. Any additional use of the funds must be approved in writing by NMPH. If expenditure by Palos Park of any funds received as part of this grant is not consistent with the stated grant purposes, NMPH may direct that those funds be returned to NMPH and any unspent funds be placed in a segregated account at Palos Park where the funds shall be maintained for uses consistent with stated purposes pending discussion and resolution of expenditure issues.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of NMPH. NMPH hereby represents and warrants to Palos Park that, as of the Effective Date hereof and throughout the term of this Agreement:

Section 3.1.1. It is a not-for-profit corporation organized under the laws of the State of Illinois an exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

Section 3.1.2. All corporate actions by NMPH requiring the authorization and approval of entering into and execution, delivery and performance of this Agreement have been taken.

Section 3.1.3. It has the full corporate power, authority, and right to enter into this Agreement and perform its obligations contemplated hereby and thereby.

Section 3.1.4. Its execution of this Agreement will not conflict with or result in the breach of the provisions of any of the terms, conditions or provisions of any contract, lease, instrument or any other agreement or restriction to which it is a party or by which it is bound.

Section 3.2. Representations and Warranties of Palos Park. Palos Park hereby represents and warrants to NMPH that, as of the Effective Date and throughout the term of this Agreement:

Section 3.2.1. Palos Park is a non-home-rule community in Illinois.

Section 3.2.2. All corporate actions by Palos Park requiring the authorization and approval of entering into and execution, delivery and performance of this Agreement have been or will be taken.

Section 3.2.3. It has the full corporate power, authority, and right to enter into this Agreement and perform its obligations contemplated hereby and thereby.

Section 3.2.4. Its execution of this Agreement will not conflict with or result in the breach of the provisions of, or any of the terms, conditions or provisions of any contract, lease, instrument or any other agreement or restriction to which it is a party or by which it is bound.

Section 3.3. Joint Representations. In addition to the other representations and warranties contained herein, each Party hereby represents and warrants to the other Party as follows:

Section 3.3.1. The Parties agree that all grants provided pursuant to this Agreement shall be publicly recognized consistent with applicable policy and practices of the granting and receiving organizations.

Section 3.3.2. Any communication regarding this Agreement will be jointly developed by the Parties. Palos Park shall not use or make reference to NMPH or NMHC's name, logo or marks (or those of any Affiliate) in any manner whatsoever, without prior written consent.

ARTICLE IV TERM AND TERMINATION

Section 4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date set forth above and shall terminate upon the expenditure of all grant funds received under this Agreement and NMPH's approval of the final reports provided pursuant to Article II and resolution of any expenditure issue.

Section 4.1.1. Termination Without Cause. Either Party may terminate this Agreement without cause effective 90 days after written notice of termination is given to the other Party.

Section 4.1.2. Effect of Termination. In the event that either Party terminates this Agreement, Palos Park shall return any Grant Support funds, which have not been spent as of the date of notice of termination, to

NMPH within thirty (30) days of the effective date of termination. For the avoidance of doubt, however, this section shall not be construed as in any way limiting NMPH's rights as outlined in Section 2.2.

ARTICLE V MISCELLANEOUS

Section 5.1. Amendments. Except as otherwise provided herein, neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated except by the written agreement of NMPH and Palos Park.

Section 5.2. Captions. The captions to this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, nor in any way affect this Agreement or any part hereof.

Section 5.3. Assignment. This Agreement shall be binding on the Parties hereto and their respective heirs, executors, administrators, successors, and assigns. Any Party may assign its rights and interests in and under this Agreement to an organization that controls that Party or an organization controlled by or under common control with that Party and which is a 501 (c)(3) organization. Except as provided in the preceding sentence, no Party shall assign any of its rights and interests in and under this Agreement to any other entity without the written consent of the other Party to this Agreement, with such consent not to be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, each Party shall advise its successors and assigns of that Party's rights and obligations under this Agreement and shall obtain an express undertaking on the part of its assigns to fulfill the obligations of this Agreement.

Section 5.4. Compliance with Applicable Laws. The Parties shall comply with all applicable laws and regulations, including but not limited to laws concerning the provision of healthcare reimbursable under any Federal health care program including, without limitation, the anti-kickback statute (42 U.S.C. Section 1320a-7b(b)) and the physician self-referral statute (42 U.S.C. Section 1395nn).

Section 5.5. Use of Name. Palos Park may recognize the Grant Support (i) according to Palos Park's policies (ii) consistent with the recognition of grants from donors of equal sponsorship levels. Recognition could include, without limitation, listing NMPH as a donor on its website and use of NMPH's name and any logos provided by NMPH ("NMPH Marks"). In addition, NMPH may recognize Palos Park's receipt of the Grant Support according to NMPH's policies and may use Palos Park's name and any logos provided by Palos Park (the "Palos Park Marks") for this purpose. Subject to NMPH's prior written consent of the use of the NMPH Marks and Palos Park prior written consent of the use of Palos Park Marks, each Party grants to the other an irrevocable, perpetual, royalty-free, paid-up,

nonexclusive, worldwide license to use such respective marks as necessary to effectuate the Grant Support recognition set forth in this Section 5.5. Except as otherwise provided in this Section 5.5, neither Party shall use the other Party's name, logo, trademarks or other identities in any press release, advertisement or other marketing material without the prior written consent of the other Party.

Section 5.6. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

Section 5.7. Strict Compliance. No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect.

Section 5.8. Notices. All notices, requests, demands, claims and other communications that are required or permitted to be given under this Agreement shall be in writing. Any such notice or other communication shall be deemed duly given one business day after it is sent by overnight courier, or three business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to NMPH: Northwestern Medicine Palos Hospital
 12251 S. 80th Avenue
 Palos Heights, Illinois 60463
 Attn: Mike Vivoda, President

With a copy to: Northwestern Memorial HealthCare
 211 East Ontario Street, Suite 1800
 Chicago, Illinois 60611
 Attn: General Counsel

If to District: Village of Palos Park
 8999 W. 123rd St.
 Palos Park, IL 60464
 Attn: Richard Boehm, Village Manager

Any Party may send any notice or other communication hereunder to the intended recipient at the addresses set forth above using any other means (including personal delivery, two-day courier service, messenger service, facsimile, ordinary mail, or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient.

Section 5.10. Controlling Law. This Agreement shall be construed, and the rights and liabilities of the Parties hereto determined, in accordance with the internal laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

Section 5.11. Relationship of the Parties. NMPH and Palos Park hereby expressly agree that the nature of the relationship created by the grants described herein is that of a charitable grantor (in the case of NMPH) and grantee (in the case of Palos Park). Nothing herein shall be construed to require Palos Park or its staff or volunteers to refer patients to NMPH or NMHC's affiliated healthcare institutions, or any other health care entity, or restrict Palos Park or its affiliated staff or volunteers from referring patients to any health care entity.

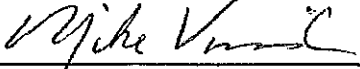
Section 5.12. Entire Agreement. This Agreement, including any schedules or other exhibits presently or subsequently attached hereto by agreement of the parties, constitutes the entire agreement among NMPH and Palos Park with respect to the subject matter hereof, and supersedes any prior written or verbal agreements or understandings among the parties regarding the subject matter of this Agreement.

Section 5.13. Cross References. All references herein to "Articles", "Sections" and "Exhibits" shall be deemed to be references to Articles, Sections and Exhibits of this Agreement, unless the context clearly indicates otherwise.

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Signature Page to Follow.*

IN WITNESS WHEREOF, NMCH and Palos Park hereto have executed this Agreement on the day and year first written below.

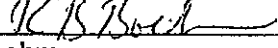
NORTHWESTERN MEDICINE PALOS HOSPITAL

By: 
Mike Vivoda

Its: President, Northwestern Medicine Palos Hospital

Date: 6/16/2025

VILLAGE OF PALOS PARK

By: 
Richard Boehm

Its: Village Manager

Date: 6/10/2025