

CONTRIBUTION AGREEMENT

This Agreement by and between Cadence Health ("CH"), and the Wheaton Park District, Wheaton, Illinois ("Grantee"), is executed and effective this 2nd day of May, 2013.

Whereas, CH, as an integral part of its charitable mission, has a long history of promoting efforts to improve the safety and public health of the communities it serves;

Whereas, Grantee maintains one or more programs to advance public health and fitness, provide opportunities for community outreach and education, enhancing public knowledge and awareness of health, safety and fitness; and

Whereas, through discussion and cooperation, the parties to this Agreement have determined that the contribution outlined herein is an excellent means to further the charitable mission of CH while improving the safety and enhancing the health, community integrity, knowledge and overall well-being of the residents of the communities served by CH.

Now therefore, in furtherance of the goals and objectives outlined above, and in consideration of the contribution to Grantee as herein set forth, the parties agree as follows:

1. Upon Grantee's execution of this Agreement, CH agrees to contribute Nine Thousand Dollars (\$9,000.00) (the "**Contribution Amount**") to Grantee in a lump sum to be applied toward the scholarship program of the park district (the "**Community Program**").
2. Grantee further agrees to pursue diligently the development and implementation of the Community Program, and, if requested by CH, provide updates with respect to its progress, and the use and application of the Contribution Amount. Grantee agrees to maintain financial and other business records that adequately demonstrate the use of the Contribution Amount exclusively for the purposes described in this Agreement.
3. Each party to this Agreement represents and warrants that it is duly authorized to enter into and perform this Agreement, and that the Agreement has been duly executed and delivered.
4. Grantee confirms that it is an Illinois Park District, a unit of local government organized and operated under the Illinois Park District Code, 70 ILCS 1205/1 et seq., and it is not a private foundation within the meaning of Section 509(a)(1) of the Internal Revenue Code as amended.
5. All funds transferred to Grantee are transferred in trust to be used exclusively for purposes consistent with the charitable mission of CH, and as set forth in this Agreement. No portion of the Contribution Amount shall be used: (i) to make any attempt to influence legislation; (ii) to influence the outcome of any candidate for public office; (iii) to violate any law; or (iv) for the private benefit of any officer or employee of Grantee.

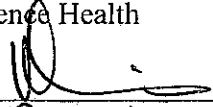
6. In the event that Grantee is unable to develop and implement the Community Program, Grantee shall promptly notify CH, in which instance Grantee agrees that CH may direct Grantee to refund any unused portion of the Contribution Amount, or to transfer the unused portion of the Contribution Amount for another use consistent with CH's charitable mission.

7. Grantee acknowledges that (a) Grantee is solely responsible for the operation of the Program and for all uses of the Contribution Amount, including all activities and programs supported by the Contribution Amount.

8. This Agreement constitutes the entire agreement of CH and Grantee with respect to the Contribution Amount and the Community Program, and may not be modified, waived or amended, in whole or in part, except by a writing signed by both parties. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois (without regard to its conflicts of law's provisions).

9. No provision of this Agreement shall be deemed or construed by the parties or any third person to create a joint venture or partnership among or between the parties, and there are no intended third party beneficiaries to this Agreement.

Cadence Health

By 
Its Director

Wheaton Park District

By 
Its Executive Director

Cadence Health
25 North Winfield Road, Winfield, Illinois 60190

Check Date: 5/16/13
Check Amount: 9,000.00

Vendor Number: 5993

Check Number: 235055
Vendor Name: WHEATON PARK DISTRICT

Invoice Number	P.O. Number	Date	Invoice Amount	Discount	Net Amount	Description
130507		05/07/13	\$9,000.00	\$0.00	\$9,000.00	Scholarship Fund
TOTALS:			\$9,000.00	\$0.00	\$9,000.00	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THERMOCHROMIC INK ON BACK.



JPMorgan Chase Bank N.A.
Chicago, IL
2/17/10

Date
05/16/2013

Number
235055

PAY EXACTLY *Nine Thousand and 00/100 Dollars*

Amount
\$ 9,000.00

Void After 90 Days

PAY TO THE ORDER OF
WHEATON PARK DISTRICT
1777 S BLANCHARD
WHEATON IL 60187
United States of America

⑈00235055⑈ ⑆071000013⑆ 936774587⑈

See Other Side For Opening Instructions

Cadence Health
25 N. Winfield Rd.
Winfield, IL 60190

WHEATON PARK DISTRICT
1777 S BLANCHARD
WHEATON IL 60187
United States of America