



DEPARTMENT OF ADMINISTRATION & FINANCE
FINANCE DIVISION

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Memo:

Dated 7/14/2010
From: Gary Schmid

Resolution R2010-0162 – Loan Agreement Document.

Page 4 of the Loan Agreement Document was changed to reflect a new address or the Borrower per request from Elizabeth Blutstein – Quarles & Brady, LLP on behalf of the Hospital.

Original address:

If to the Borrower: West Allis Memorial Hospital, Inc.
8901 W Lincoln Ave.
West Allis, WI 53227
Attention: Vice President, Treasury and Finance of Aurora
Health Care, Inc.

Updated Address:

If to the Borrower: West Allis Memorial Hospital, Inc.
c/o Aurora Health Care, Inc.
Attn: Vice President of Treasury and Finance
3305 W. Forest Home Ave.
Milwaukee, WI 53215

shall thereupon be collectible in a suit of law, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and, the Borrower covenants and agrees that it will pay to the City all expenses incurred therein, and a reasonable sum of money as attorneys' fees, to be included with the expenses above mentioned in the judgment or decree.

12. Each of the parties to this Agreement is entitled to all remedies in the event of default or breach provided at law or in equity. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Borrower: West Allis Memorial Hospital, Inc.
c/o Aurora Health Care, Inc.
Attn: Vice President of Treasury and Finance
3305 W. Forest Home Ave.
Milwaukee, WI 53215

If to the City: City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attn: Clerk

All such notices or other communications, if mailed, shall be deemed given three (3) days after having been posted.

14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned without the prior written consent of the other parties.

15. This Agreement and the performance of transactions contemplated hereby shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

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