

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 21st day of January, 2020 (the "Effective Date"), between the **Community Development Authority of the City of West Allis**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority"), the **City of West Allis**, a Wisconsin municipal corporation ("City"), and **Milwaukee Behavioral Health, LLC** ("Developer"), its successors and/or assigns (hereinafter referred to Authority and City are collectively "West Allis"). **FOR AND IN CONSIDERATION** of the promises and the undertakings and mutual covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, Authority, City, and Developer hereby covenant and agree as follows:

1. **Guarantor**. For purposes of this Agreement, **UHS of Delaware, Inc.** shall be the "Guarantor" under this Agreement.
2. **Property**. Authority hereby agrees to sell and convey to the Developer, and the Developer hereby agrees to buy and pay for the certain parcels of real property within the City of West Allis, Milwaukee County, Wisconsin, consisting of approximately 7.519 acres of land which is more particularly described and depicted as tax key parcel 453-0776-003 located at 1706 S. 68th St. (the "Property"). The legal description of the Property is attached hereto as **Exhibit A – Legal Description of Property**. The sale includes all of Authority's interest in each parcel and every easement, access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant to this Agreement) serving the Property.
3. **Project**. The development of the Property (the "Project") will include the construction of an estimated 120 bed, behavioral health care facility with an anticipated construction value of \$25 million and an estimated 200 employees. The Project will include approximately one hundred and fifty-five (155) surface parking spaces. The Project is depicted in the attached **Exhibit B – Project Elevation and Site Plan**.

4. **Purchase Price.** The purchase price for the Property shall be \$750,000.00 (the "Purchase Price"), to be paid at Closing. Closing will occur after Plan Commission Approval of the Site and Landscaping Plan and Architectural Review of the Project and satisfaction or waiver of all West Allis's contingencies and Developer's contingencies, but not later than 30 days following satisfaction or waiver of the last of such contingencies, unless otherwise agreed by West Allis and Developer in writing (the "Closing Date").

5. **Conveyance.** Authority shall, at closing and upon receiving payment of the Purchase Price, convey the Property to the Developer by Warranty Deed as in the form attached hereto as **Exhibit C –Warranty Deed.** Pursuant to Sections 6 and 31 herein, the Property is being conveyed by the Authority to the Developer in "as is, where is" condition.

6. **As Is, Where Is.** Except as otherwise expressly set forth, the Property is being conveyed "as is, where is" by Authority to the Developer. The Authority and City have not made, and have no duty or obligation to make, any warranties or representations, written or oral, express or implied, in any way related to the Property other than as expressly set forth in this Agreement. Developer has been provided ample opportunity to inspect the Property and perform its own due diligence as to the physical condition and suitability of the Property for Developer's intended use. Developer is not relying upon any representations from West Allis that are not expressly set forth in this Agreement.

7. **Site Preparation.** Per a letter dated September 18, 2017, the Wisconsin Department of Natural Resources ("WDNR") approved a Post Closure Modification for the Property. The letter is hereby attached **Exhibit D – Post Closure Modification – Notice to Proceed.** Authority shall assist the Developer in interactions with and/or obtaining further approvals from the WDNR in connection with the Project; however, the Developer shall be responsible for all costs associated with environmental remediation and all general site preparation unless expressly provided otherwise in this Agreement. Notwithstanding the foregoing, West Allis shall remain

responsible for the costs of the maintenance and closure of the existing monitoring wells in accordance with the Post-Closure Modification—Notice to Proceed. At Closing, West Allis shall assign to Developer all of its rights, title and interest giving rise to any ability to pursue a third party with respect to any site matters, including, without limitation any right to pursue any polluter responsible for any environmental issues with respect to the Property or any warranties or representations with respect to work done on the Property prior to Closing or after Closing on West Allis' behalf.

8. **Conditions to Closing.**

A. **West Allis's Contingencies to Closing.** The obligation of West Allis to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or before the Closing Date, except as provided in Section 8. A. (7) (which may be waived by West Allis in whole or in part in its sole discretion):

(1). **Compliance with Agreement.** Developer shall have performed and complied with all of its obligations under this Agreement to the extent such obligations are to be performed or complied with by Developer on or before the Closing Date.

(2). **No Litigation.** There shall be no litigation, threat, investigation, or other proceeding challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages or other relief in connection with this Agreement, and none of the same shall have been instituted by any person, agency, or governmental entity prior to closing.

(3). **Purchase Price.** Developer shall pay the Purchase Price outlined in the above Section 4.

(4). **Executed Terms.** Developer or Guarantor, as applicable, shall have executed, accepted the terms, and signed this Agreement, the Development Agreement attached as **Exhibit E**, the Development Financing Agreement attached as **Exhibit F**, the Memorandum of Agreements

attached as **Exhibit G**, and the Guaranty of Performance attached as **Exhibit H**.

(5). **Title**. West Allis shall have determined that it is able to meet the title and document requirements in Section 9. B.(4).

(6). **Financing**. West Allis approves the Developer's evidence that it has the necessary resources to self-finance all costs of the Project with such approval not to be unreasonably withheld.

(7). **No Misrepresentation or Breach of Covenants and Warranties**. There shall have been no uncured, material breach by Developer in its performance of any of its covenants herein, and each of the representations and warranties of Developer outlined or referred to in this Agreement shall be deemed to be true and correct in all respects on the Closing Date as though made on the Closing Date. Closing on the conveyance of the Property shall be deemed a satisfaction of waiver of the said conditions.

B. Developer's Contingencies to Closing. The obligation of Developer to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or before the Closing Date, except as provided in Section 8. B. (9) (which may be waived by Developer in whole or in part, in its sole discretion):

(1). **Compliance with Agreement**. West Allis shall have performed and complied with all of its obligations under this Agreement, to the extent such obligations are to be performed or complied with by West Allis on or before the Closing Date.

(2). **No Misrepresentation or Breach of Covenants and Warranties**. There shall have been no breach by West Allis in the performance of any of its covenants herein, and each of the representations and warranties of West Allis outlined or referred to in this Agreement shall be deemed to be true and correct in all respects on the Closing Date as though made on the Closing Date.

(3). **No Litigation.** There shall be no litigation, threat, investigation, or other proceeding challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages or other relief in connection with this Agreement or the use intended for the Property by Developer, and none of the same shall have been instituted or threatened by any person, agency, or other entity prior to closing. Such litigation or threat thereof shall include, but not be limited to, challenges to West Allis's right to take or to have taken the Property or the rights of tenants or occupants of the Property to remain.

(4). **New Market Tax Credit (NMTC).** Developer shall have confirmed not later than two hundred and ten (210) days after the Effective Date, that Developer has secured, or has obtained adequate assurances of securing, NMTC financing per the terms and conditions within the **Exhibit E – Development Financing Agreement.**

(5). **West Allis's Approvals, Test, and Reports.** West Allis has furnished to the Developer such documents in West Allis's possession or under its control within fifteen (15) calendar days following the Effective Date, or, if obtained by West Allis after the Effective Date, then within fifteen calendar (15) days after so obtained, as may be requested by Developer hereunder or otherwise in writing for purposes of evaluating the Property and its ability to use the Property for the use intended by Developer. Developer shall furnish to West Allis, within five (5) calendar days after the Effective Date, a comprehensive list of documents, test results, studies and reports ("Document List") referred to or described above that are already in the possession of Developer or its agents, and West Allis shall not be obligated to provide anything to Developer which is contained on the Document List.

(6). **Government Approvals.** Developer shall have confirmed not later than one hundred and twenty (120) days after the Effective Date, that Developer has obtained, or has obtained adequate assurances of the availability of, any governmental permits, easement agreements, licenses, and

approvals that it may deem necessary to develop and use the Property in the manner intended by Developer; provided, however, if any such approvals cannot be obtained within said time period, Developer may request that this contingency and the date for Closing be extended for up to an additional 90 days and West Allis shall consent to such extensions provided, in the reasonable judgment of West Allis, Developer is pursuing such approvals in good faith and with due diligence.

(7). **Utilities**. Developer shall have been satisfied, in its sole discretion, with the location, availability and suitability of municipal and other utilities in connection with Developer's intended use of the Property. West Allis makes no representations or warranties concerning the location or the condition of utilities.

(8) **Due Diligence**. Developer and its lender, if any, shall have been satisfied, in their sole discretion, with the physical condition of the Property, including any environmental conditions, and with the condition of title to the Property.

(9) **Termination**. If Developer fails to notify West Allis in writing within one hundred and twenty (120) days from the Effective Date that Developer has satisfied or waived the conditions in (5), (7), and (8), then either Developer or West Allis may thereafter terminate this Agreement by providing written notice to the other party within thirty (30) days following the expiration of such 120-day period. In case of such termination, no Party shall have any further liability under this Agreement except as specifically set forth as surviving termination. Closing on the Property shall be deemed as satisfaction or waiver of all of the said conditions.

9. A. **Authority's Obligations under this Agreement include:**

(1). **Zoning and Permitting Cooperation**. The Authority shall cooperate with the Developer throughout the term of this Agreement and shall promptly assist Developer in its applications for the necessary City approvals and shall review and/or process all submissions and applications in a

timely manner in accordance with the applicable City ordinances.

(2). Due Diligence Documents. Subject to satisfaction of all the terms and conditions of this Agreement regarding the contribution and assistance contemplated herein, the Authority shall make available to the Project the following contributions and assistance:

(a) Authority will convey the certain parcel described in **Exhibit A - Legal Description of Property** to the Developer.

(b) The financial assistance as outlined under **Exhibit F - Development Financing Agreement** shall be provided to the Developer.

B. Developer's Obligations under this Agreement include:

(1). Approvals. Developer will exercise good faith efforts to obtain all necessary governmental approvals and financing without contingencies to construct the Project in accordance with the Project Plans.

(2). Financial Standing. Within fifteen (15) days following the Effective Date, Developer and Guarantor will deliver financial statements to West Allis's financial consultant (which shall remain confidential) and such financial consultant will report to West Allis on the adequacy of Developer's and Guarantor's financial strength to fulfill their respective financial obligations under this Agreement.

(3). Executed Documents. Guarantor will deliver to West Allis the executed guaranties required under this Agreement, the form of which is attached hereto and incorporated herein as **Exhibit H – Guaranty of Performance**.

(4). Title Evidence and Documents.

(a) Developer shall have received within fifteen (15) calendar days after the Effective Date a commitment (the "Title Commitment") from First American Title Insurance Company (the "Title Company") to issue an owner's policy of title insurance ("Title

Policy") to Developer in the amount of the Purchase Price of the Property, which Title Commitment shall show Authority's title to be merchantable as of the Closing Date, subject only to such liens as will be paid out of the proceeds of closing and such exceptions to title which will not unreasonably inhibit, prohibit or impair the Developer's use of the Property for Developer's intended uses as determined by Developer in its sole, but reasonable, discretion.

(b) Developer shall be responsible for obtaining and the paying for an ALTA/ASCM all-urban standards survey ("Survey") of the Property.

(c) Developer, within fifteen (15) calendar days after receipt of the last of the Title Commitment and Survey, shall submit to West Allis in writing a list of matters affecting the Property to which the Developer objects ("Title Objections"). West Allis shall have fifteen (15) calendar days to remove or cause the Title Company to insure over the Title Objections and provide notice to Developer of same. Developer reserves the right to approve the means and methods by which West Allis proposes to remove or cause the Title Company to insure over the Title Objections. In the event that West Allis is unable or unwilling to remove the Title Objections prior to or at Closing to the Developer's satisfaction, Developer's shall have 5 days from receipt of notice thereof, to deliver written notice waiving the Title Objections. If the Developer does not waive the Title Objections after receiving notice from West Allis, then this Agreement shall be null and void and both the Developer and West Allis shall have no further liabilities under this Agreement. If West Allis commits to remove or cause the Title Company to insure over the Title Objections and subsequently is unable or unwilling to do so, Developer may terminate this Agreement and refuse to close or close hereunder and seek remedy as set forth in Section 39.

(5). **Assessments.** As of the date hereof and as of the Closing Date, there are no special assessments or charges outstanding for public improvements, which remain unpaid, that have been made, or will have been made against the Property. If an unpaid property tax bill exists as of the Closing Date, any unpaid taxes shall be prorated between the Developer and Authority. Developer shall pay all taxes, special assessments, and charges made against the Property after the Closing Date.

(6). **Developer Acceptance.** Developer acknowledges that it is purchasing the Property on the basis of its own investigations and due diligence and accepts responsibility for ensuring that the condition of the Property is suitable for Developer's intended use.

10. **Intentionally omitted.**

11. **Intentionally omitted.**

12. **Intentionally Omitted.**

13. **Payment In Lieu of Taxes.** The Property is located within the boundaries of Tax Increment District No. 14 (the "TID") and West Allis is providing financial assistance to the Project on the condition that the Project remain subject to real estate taxation for the duration of the TID. Ownership of the Property by any person, partnership, corporation, or entity, which in any manner renders any part of the Property exempt from property taxation during the life of the TID shall result in a payment in lieu of taxes from the Developer, its successors, heirs and assigns, to City each year in an amount equal to the amount of taxes that would be due and owing on the Property if it was not tax exempt. Such payment shall be due, payable and collected in the same manner as property taxes, to the extent permitted by law. Developer, its successors, heirs, and assigns waive the right to contest the validity of this provision. This Section shall automatically terminate upon the termination of the TID.

14. **Intentionally Omitted**

15. **Memorandum of Agreements.** West Allis and Developer agree that they will execute a memorandum of this Agreement and the Development Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin in substantially the form attached hereto as **Exhibit G**. The Memorandum of Agreements shall be executed by the Parties at the time of Closing. The Parties further agree that the Memorandum of Agreements shall be recorded prior to Developer attaching any mortgage, lien, or other encumbrance on the Property.

16. **Development Agreement.** Simultaneously with the execution of this Agreement, the Developer and West Allis shall execute a Development Agreement (the "Development Agreement") in the form attached hereto as **Exhibit E**.

17. **Intentionally Omitted**

18. **Closing.** The closing of the sale and purchase of the Property (the "Closing") shall be held at such place as the Parties may mutually agree, on or before the Closing Date, or another date, time, or manner specified in writing by mutual agreement of the Parties.

A. Closing will be into an escrow account with the Title Company.

B. Closing Costs will be allocated as follows:

- (1). Developer shall pay the cost to record the Deed and any loan documents;
- (2). Authority shall pay the premium for the Title Policy (except that Developer shall pay for any endorsements requested for the Title Policy other than a "gap" endorsement) and any transfer fee arising by reason of transfer of the Property;
- (3). Authority shall pay the recording fee for any satisfaction of its existing liens and encumbrances and Memorandum of Agreements;
- (4). Each Party shall pay its own attorney's and other professional fees; and

(5). All other non-specified closing costs shall be paid by Developer.

19. **Representation and Warranties.**

A. **Authority's Representations and Warranties.** Authority hereby represents and warrants that as of the date hereof and as of the Closing Date:

(1). **Organization; Good Standing.** Authority is a Community Development Authority duly organized and validly existing under Sec. 66.1335 of the laws of the State of Wisconsin. Authority has full power and authority to sell, own, or hold under lease its properties and assets and to carry on its business as presently conducted, to enter into this Agreement, and to carry out the transactions contemplated hereby.

(2). **Authorization.** The execution and delivery of this Agreement and the consummation by Authority of the transaction contemplated hereby are within the power and authority of Authority and have been duly authorized by all necessary actions on the part of Authority and the persons executing this Agreement on behalf of the Authority have been duly authorized.

(3). **No Violation or Conflict.** The execution, delivery, and performance of this Agreement by Authority does not and will not conflict with or violate any law, regulation, judgment, deed restriction, order, decree, or any contract or agreement to which Authority is a party or by which it is bound.

(4). **Ownership of Property.** Authority is the owner of the Property in fee simple and has good and merchantable title to the Property and the right to transfer Property.

(5) **Floodplain.** No part of the Property is located in a floodplain, flood hazard area, shore land, wetland, or similarly restricted area.

(6). **Liens.** All work performed or materials furnished for lienable work on the Property contracted for by West Allis, if any, shall have been fully paid for, and West Allis shall provide

Developer with appropriate lien waivers or releases from any and all contractors, laborers, or materialmen furnishing labor or material for lienable work on the Property during the six (6) months preceding the Closing Date.

(7). **Brokers.** West Allis represents that it has not entered into a listing agreement in connection with the sale of the Property and will indemnify and hold Developer harmless from any claim for commission made by any agent or broker claiming to have acted on behalf of West Allis. Pursuant to the Development Financing Agreement, West Allis will be contributing the sum of \$60,000 to Developer to be applied toward the commission payable to Developer's broker (CBRE) by Developer. West Allis has no contractual relationship with Developer's broker and Developer agrees to indemnify and hold West Allis harmless from any claim for commission made by such broker.

(8). **Leases.** There are no written or oral leases affecting the Property.

(9). **Service Agreements.** There is no existing service, maintenance, management or any other agreements with regard to the Property.

(10). **Pending Defaults, Violations or Litigation.** With respect to the Property and to West Allis's knowledge and excluding any matters pertaining to the compliance of the Property with any environmental laws or regulations, there are no lawsuits, proceedings, claims, governmental investigations, citations or actions of any kind pending or threatened against West Allis or against the Property; further, there is no action, suit or proceeding by any governmental agency pending or threatened which questions the legality, validity or propriety of the transactions contemplated hereby nor is there any basis known to West Allis for any such action.

(11). **Laws.** Excluding any matters pertaining to the compliance of the Property with any environmental laws or regulations, to West Allis' knowledge there is no violation of any law or any building, zoning, environmental, or other ordinance, code, rule, or regulation and no notice

from any governmental body or other person has been served upon West Allis or upon the Property claiming the violation of any such law, ordinance, code, rule, or regulation; there are no legal actions, suits, or administrative proceedings, including condemnation, pending or threatened against the Property.

(12). **Access and Utilities.** West Allis makes no representations or warranties regarding the accessibility and adequacy of public and private utilities required for the operation of the Project to be constructed on the Property.

(13). **Zoning.** West Allis shall process all applications submitted by Developer to obtain the proper zoning in accordance with applicable ordinances. Developer is responsible at its sole cost to obtain zoning approvals from the City's Development Department, Plan Commission and Common Council to ensure that all improvements to be constructed thereon by the Developer pursuant to this Agreement and the Development Agreement will conform and comply in all respects with the City's Zoning and City Planning code.

(14). **Warranty.** West Allis acknowledges that the express warranties and representations made herein are a material inducement to the Developer entering into this Agreement, the Developer is entitled to rely upon these warranties and representations despite independent investigation undertaken by the Developer and that the warranties and representations made herein by West Allis shall survive the Closing and the execution and delivery of the Deed.

B. Developer's Warranties. The Developer hereby represents and warrants that as of the date hereof and as of the Closing Date:

(1). **Organization; Good Standing.** Developer is a Delaware corporation duly organized and validly existing under the laws of the State of Delaware and authorized to do business in the State of Wisconsin. Developer has full power and authority to acquire and own real estate and to carry on its business as presently conducted, to enter into this Agreement, and to carry out the

transactions contemplated hereby.

(2). **Authorization**. The execution and delivery of this Agreement and the consummation by Developer of the transaction contemplated hereby are within the power and authority of Developer and have been duly authorized by all necessary actions on the part of Developer, and the persons executing this Agreement on behalf of Developer have been duly authorized.

(3). **No Violation or Conflict**. The execution, delivery, and performance of this Agreement by Developer do not and will not conflict with or violate any law, regulation, judgment, deed restriction, order, decree, or any contract or agreement to which Developer are a party or by which they are bound.

(4). **Intentionally Deleted**.

(5) **Litigation**. To the Developer's knowledge, there are no lawsuits, proceedings, claims, governmental investigations, citations or actions of any kind pending or threatened against Developer, nor is there any basis known to Developer for any such action, and there is no action, suit or proceeding by any governmental agency pending or threatened which questions the legality, validity or propriety of the transactions contemplated hereby nor is there any basis known to Developer for any such action.

(6) **Warranty**. Developer acknowledges that the warranties and representations made herein by Developer are a material inducement to West Allis entering into this Agreement, that West Allis is entitled to rely upon these warranties and representations despite independent investigation undertaken by West Allis and that the warranties and representations made herein by Developer shall survive the Closing and the execution and delivery of the Deed.

C. **Waiver and Release**. Except to matters otherwise specifically set forth herein, if this transaction closes, Developer agrees to waive, release and forever discharge West Allis and West Allis' officers, employees and agents or any other person acting on behalf of West Allis, of and from any claims, actions,

causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which may arise in the future on account of or in any way growing out of or connected with this transaction. This waiver and release does not extend to any matter with respect to which West Allis had actual notice or knowledge prior to Closing, was obligated by this Agreement to disclose to Developer and failed to disclose to Developer, or to any breach of this Agreement.

20. **Time of the Essence.** Time is of the essence with respect to all obligations arising hereunder.

21. **Closing Documentation.** The closing of the purchase and sale of the Property shall occur by placing all documents and funds into a trust or escrow with a Title Company, and on the date specified in the notice required under Section 18 above (the "Closing"). The Title Company shall prepare a closing statement setting forth a summary of the Purchase Price and debits and credits to Developer and Authority. The Title Company shall provide for execution at the Closing of a properly completed Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered for any mortgages or other liens being satisfied as of the Closing Date.

A. At the Closing, the Authority shall deliver to Developer the following:

- (1). **Possession.** Legal and physical possession of the Property.
- (2). **Warranty Deed.** A General Warranty Deed to the Property.
- (3). **Development Agreement.** The Development Agreement as required under Section 8. A. (4) and is attached as **Exhibit F.**
- (4). **Memorandum of Agreements.** The Memorandum of Agreements required under Section 8. A. (4) in the form attached hereto as **Exhibit G.**
- (5). **Title Affidavits.** Owner's Affidavit and standard GAP affidavit required by the Title Company for title insurance purposes.

(6) **Assignment of Rights and Warranties.** An Assignment of Rights and Warranties in form acceptable to both parties transferring all rights or warranties of West Allis with respect to the Property.

B. At the Closing, Developer shall deliver to West Allis the following:

(1). **Purchase Price** set forth in Section 4.

(2). **Development Agreement.** The Development Agreement required under Section 8 A. (4), above and is as attached as **Exhibit E.**

(3). **Development Financing Agreement.** The Development Financing Agreement as required under Section 8. A. (4) and is attached as **Exhibit F.**

(4). **Memorandum of Agreements.** The Memorandum of Agreements required under Section 8 A. (4) in the form attached hereto as **Exhibit G.**

(5). **Guaranty.** The Guaranty of Performance required under Section 8 A. (4). in the form attached hereto as **Exhibit H.**

C. At the Closing, City shall deliver to the Developer the following:

(1) The Developer Financing Agreement required in Section 8 A. (4) in the form attached hereto as **Exhibit F.**

(2) The Memorandum of Agreements required under Section 8 A. (4) in the form attached hereto as **Exhibit G.**

(3) An Assignment of Rights and Warranties in form acceptable to both parties transferring all rights or warranties of West Allis with respect to the Property.

22. Project Documents. If this Agreement is terminated prior to start of construction, Developer shall provide West Allis with copies of third-party consultant reports obtained by Developer for the Project, except for architectural drawings or other Project reports that Developer is not permitted to disclose by law or contract.

23. **Condemnation.** If, prior to the Closing Date, an authority other than West Allis itself takes the Property or any material portion thereof by power or exercise of eminent domain, or institutes any proceedings to effect such a taking, West Allis shall immediately give Developer notice of such occurrence, and Developer shall have the option to terminate this Agreement, whereupon no Party shall have any obligation to another under this Agreement; provided, however, if such action is instituted by West Allis, Developer shall have the option to terminate this Agreement and West Allis shall reimburse Developer for actual pre-development expenses incurred by Developer prior to the date of such notice. If this Agreement is not so terminated, the conveyance that is the subject of this Agreement shall be completed and Developer shall receive all proceeds of such condemnation. As used herein, a material portion of the Property shall be deemed taken if the same shall unreasonably interfere with the intended use of the Property by Developer.

24. **No Partnership or Venture.** Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between West Allis and Developer or any contractor or subcontractor employed by the Developer in the construction of the Project. No elected official, member, officer, or employee of West Allis during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

25. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To West Allis: Community Development Authority of the City of West Allis
 Office of the Executive Director
 7525 West Greenfield Avenue, West Allis, WI 53214
 Attn: Executive Director

With a copy to: City of West Allis
Office of the City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: City Attorney

To Developer: Milwaukee Behavioral Health, LLC
Attn: Office of General Counsel
367 South Gulph Road
King of Prussia, PA 19406

To Guarantor: UHS of Delaware, Inc.
Attn: Office of General Counsel
367 South Gulph Road
King of Prussia, PA 19406

With a Copy to: Davis & Kuelthau, S.C.
Attn: Brian Randall, Esq.
111 East Kilbourn Avenue
Milwaukee, WI 53202

26. **Further Assurances.** Following the Closing Date, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party in order to perfect and complete the purchase and sale of the Property as set forth herein as well as any other transactions specifically contemplated herein.

27. **Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

28. **Right of Entry.**

A. **To Developer.** Authority grants to the Developer, its agents and contractors, the right to enter upon the Property at all reasonable times prior to Closing for the purpose of performing the physical and

environmental tests, investigations, testing and analysis of the Property and the feasibility of the Property/Project, however Developer must restore the Property to substantially its previous condition if the Closing does not occur and this Agreement and the Development Agreement are terminated. Developer must provide Authority copies of all written reports generated from such investigation.

B. Cooperation. The Parties shall cooperate with each other and their respective agents and contractors to facilitate the timely and accurate completion of the aforesaid tests, examinations, inspections and remedial activities.

C. License. The Parties acknowledge that this right of entry is a license only and does not constitute a lease of or grant of any easement or other interests in real property; and each agree that in the exercise of such right they shall comply with all valid laws, ordinances, rules, orders or regulations of the United States, the State of Wisconsin, the County of Milwaukee, City or any agencies, departments, districts or commissions thereof.

D. Indemnity. Developer and Guarantor shall indemnify and hold West Allis harmless from and against any and all claims, damages and awards of every type and nature that may arise due to Developer's negligence (or the negligence of Developer's consultants, contractors or agents) while on the Property, provided however that Developer shall have no liability for any claims, damages, or awards that arise from pre-existing environmental conditions or the discovery of an environmental condition or occurrence affecting the Property; except to the extent such pre-existing environmental conditions have been exacerbated by Developer or its consultants, contractors or agents.

29. Amendment of Agreement. This Agreement may be amended, supplemented, or modified at any time, but only by a written instrument duly executed by West Allis and Developer.

30. Governing Law and Venue. This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding

arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

31. As Is, Where Is.

A. Sale. The sale of the Property to the Developer hereunder shall be AS IS, WHERE IS, as described in Section 6 herein with all faults and without representation or warranty of any kind except as expressly provided in this Agreement. Any other warranties or representations of any kind made either orally or in writing by any agent or representative of West Allis or anyone purporting to be an agent or representative of West Allis shall be of no force and effect. The Developer hereby acknowledges that Developer does not rely upon any representation or warranty made by West Allis or by West Allis's agents, and that none have been made, except as expressly provided in this Agreement.

B. Developer's Investigation. Prior to Closing, the Developer, with the cooperation and assistance of West Allis as provided in this Agreement, will have investigated and will have knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject. Based upon the foregoing, by closing on the acquisition of the property Developer shall be deemed to have acquired the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations, except as expressly provided in this Agreement.

C. Warranties. The Developer further acknowledges that West Allis, its agents and employees and other persons acting on behalf of West Allis have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, use or zoning of the Property upon which the Developer has relied directly or indirectly for any purpose other than as may be expressly provided in this Agreement.

32. **Successors and Assigns.** This Agreement and all rights and obligations therein, including but not limited to the indemnification provisions thereunder, may be assigned by Developer to an affiliated entity upon notice to West Allis. For purposes of this Section 32, the term “affiliated entity” shall mean an entity controlling or controlled by or under common control with Developer.

33. **Execution in Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original Agreement, but all of which together shall constitute one and the same instrument.

34. **Titles and Headings.** Titles and headings to sections or subsections are for purposes of references only and shall in no way limit, define, or otherwise affect the provisions herein.

35. **Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto, and listed as follows:

Exhibit A - Legal Description of the Property,

Exhibit B - Project Elevation and Site Plan

Exhibit C - Warranty Deed Form

Exhibit D – Intentionally omitted

Exhibit E - Development Agreement

Exhibit F - Development Financing Agreement

Exhibit G - Memorandum of Agreements

Exhibit H – Guaranty of Performance

constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

36. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

37. **Construction.** West Allis and the Developer acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

38. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

39. **Default Provisions and Remedies.**

A. Except as provided herein, should the Developer default under this Agreement, in addition to all other rights and remedies provided for in this Agreement and the Development Agreement, West Allis shall have the following specific rights and remedies: (1) with respect to matters that are capable of being corrected by West Allis, West Allis may at its option enter upon the Property for the purpose of correcting the default and West Allis's reasonable costs in correcting same, plus interest, shall be paid by the Developer to West Allis immediately upon demand; (2) injunctive relief; (3) action for specific performance; and (4) action for direct money damages.

B. Except as provided herein, should West Allis default under this Agreement, in addition to all other rights and remedies provided for in this Agreement and the Development Agreement, the Developer shall have the following specific rights and remedies: (1) with respect to matters that are capable of being corrected by the Developer, the Developer may at its option correct the default and the Developer'

reasonable costs in correcting same, plus interest, shall be paid by West Allis to the Developer immediately upon demand; (2) injunctive relief; (3) action for specific performance; and (4) action for direct money damages.

C. No Party shall be liable to another for consequential, indirect, incidental or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Agreement, the prevailing Party shall be entitled to costs, including statutory attorney's fees. Actual attorney's fees shall not be awarded.

D. A breach of any of the material provisions of this Agreement shall constitute a default. In addition, the following shall constitute the Developer' default under this Agreement:

(1). The Developer fails to perform or satisfy any of its obligations under this Agreement or the Development Agreement within ten (10) days following written notice from West Allis; provided, however, if the default is not reasonably susceptible of cure within such ten (10) day period, then the Developer shall have such additional time to cure the default as may be reasonably necessary so long as the Developer is diligently pursuing such cure to completion.

(2). Developer is adjudicated insolvent or generally does not pay or becomes unable to pay or admit in writing to its inability to pay, its debts as they mature.

(3). The Developer makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets.

(4). The Developer becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors.

(5). The Developer has a petition or application filed against it in bankruptcy or any similar proceeding or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or the Developer shall file

an answer to such petition or application, admitting the material allegations thereof.

(6). The Developer applies to a court for the appointment of a receiver or custodian for any of its assets or properties or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment.

(7). The Developer adopts a plan of complete liquidation of its assets.

E. In addition to all other remedies West Allis may have under this Agreement or at law or in equity, in the event the Developer is beyond all cure periods and does not commence and/or complete construction of the Project as set forth above, West Allis may, but shall not be required to, purchase the Property for the price paid to West Allis by the Developer (assuming no construction has occurred on the Property), by giving written notice to the Developer of its intention to repurchase. Upon receipt of such notice, Developer shall have an additional opportunity to cure based on submission to West Allis of an acceptable plan of cure and reasonable timelines (not to exceed ninety days) to complete such cure. If construction of the Project has begun, the repurchase price shall be the sums expended toward the Project together with the purchase price of the Property the Developer paid to West Allis. If West Allis and Developer are not able to reach agreement as to the repurchase price, the value of improvements (but not the land which shall be the purchase price paid by the Developer to Authority) will be based upon fair market value. If the Parties cannot agree on the fair market value of the improvements, such value will be determined by appraisals as follows. Any party, may by notice to another, appoint a disinterested MAI appraiser as one of the appraisers. Within ten (10) days thereafter another Party shall, by written notice to the party appointing the first appraiser, appoint another disinterested MAI appraiser as a second appraiser. The appraisers thus appointed shall appoint a third disinterested MAI appraiser, and such three appraisers shall as promptly as possible determine such value, provided however that:

(1). If the second appraiser shall not have been appointed as aforesaid, the first appraiser shall

proceed to determine such value; and

(2). If, within five (5) days after the appointment of the second appraiser, the two appraisers appointed by the Parties shall be unable to agree upon the appointment of a third appraiser, they shall give written notice of such failure to agree to the Parties, and, if the Parties fail to agree upon the selection of such third appraiser within five (5) days after the appraisers appointed by the Parties gave notice as aforesaid, then within five (5) days thereafter either of the Parties upon written notice to the other party hereto may apply for such appointment to the Circuit Court of Milwaukee County in which the Property is located.

(3). The Parties shall each be entitled to present evidence and argument to the appraisers. The determination of the majority of the appraisers or the sole appraiser, as the case may be, shall be conclusive upon the Parties and judgment upon the same may be entered in any court having jurisdiction thereof. The appraisers shall give written notice to the Parties stating their determination, and shall furnish to each Party a copy of such determination signed by them. The expense of such appraisal(s) shall be borne equally by the Parties. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as provided above for the appointment of the appraiser so failing, refusing or unable to act.

(4). The notice of intention to exercise the repurchase right can be given or withdrawn at any time after failure of the Developer to comply with this section and before this section terminates as provided below. If the Authority elects to pay the appraisal amount to the Developer for the Property, the Property shall be conveyed to Authority "as is." A title insurance policy shall be provided at the expense of Developer in the amount of the repurchase price and insuring Authority's title is in the same condition as when conveyed by the Authority to the Developer, subject only to the foregoing primary mortgage and construction liens. The foregoing right to

repurchase shall automatically terminate upon final completion of construction of the Project and related improvements on the Property pursuant to plans approved in accordance with the terms hereof

(5). The term “commence construction” as used in this Agreement shall mean the pouring of footings for a building within the Property. The term “completion” as used in this Agreement shall mean the issuance of an occupancy permit by City for each of the buildings on the Property.

40. **No Reliance**. No third party is entitled to rely on any of the representations, warranties, or agreements of the Developer or West Allis contained in this Agreement. The Developer and West Allis assume no liability to any third party because of any reliance on the representations, warranties and agreements of the Developer and West Allis contained in this Agreement.

41. **Survive the Closing**. The agreements, covenants, warranties and representations contained herein shall survive the Closing of the transaction contemplated herein. Following completion of the Project, West Allis agrees to provide upon request a written certificate of completion in a form mutually agreed to by the parties that confirms completion of the Project and termination of those provisions of this Agreement that, by their nature, terminate upon Project completion.

42. **Representations and Warranties**. All statements contained in any certificate, instrument or document delivered by or on behalf of the Developer pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the Developer unless otherwise expressly provided.

43. **Binding Effect**. The terms and conditions of this Agreement shall be binding upon and benefit the Parties and their respective successors and assigns.

44. **Good Faith**. The Parties covenant and agree to act in good faith in the performance and enforcement of the provisions of this Agreement.

45. **Confidentiality Agreement.** West Allis acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models) may contain sensitive and proprietary information relating to the Developer, Guarantor and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is subject to the requirements of the Wisconsin Public Records Law. Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin. This Agreement, the Development Agreement, the Development Financing Agreement, and other attachments to this agreement are deemed to be public records. Should West Allis receive a records request for Developer's' pro forma, project financial models, or other documents that contain the Developer's financial information, West Allis shall notify the Developer of the request. If the Developer objects to release of the requested record(s) or part thereof, West Allis shall perform the common law balancing test. If West Allis determines that the balance falls in favor of non-disclosure, it shall so inform the Developer and the requestor. If West Allis determines that the balance falls in favor of disclosure, it shall so notify the Developer and the requestor.

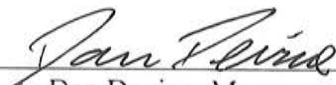
AGREED TO BY AND BETWEEN Developers and Authority on the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**


By: 
John F. Stibal, Executive Director

Dated: 1-15-20

**CITY OF WEST ALLIS
MILWAUKEE COUNTY, WISCONSIN**

By: 
Dan Devine, Mayor

Dated: 1/21/20

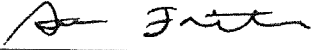
By: 
Steven Braatz, Jr. City Clerk

Dated: 1-21-20

DEVELOPER:

MILWAUKEE BEHAVIORAL HEALTH, LLC


By: UHS of Delaware, Inc., its member

By: 
Steve Filton, Executive Vice President and
Chief Financial Officer

Dated: 1/10/20

GUARANTOR:

UHS OF DELAWARE, INC.

By: 
Steve Filton, Executive Vice President and
Chief Financial Officer

Dated: 1/10/20

Approved as to form this 15th day of January, 2020


Kail Decker, City Attorney

EXHIBITS TABLE

Exhibit A – Legal Description

Exhibit B – Project Elevation and Site Plan

Exhibit C - Warranty Deed

Exhibit D – Intentionally Deleted

Exhibit E – Development Agreement

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EXHIBIT A

Legal Description

BLOCK ELEVEN (11), GROSS' WEST-ALLIS ADDITION, IN THE WEST ONE-HALF (1/2) OF SECTION THREE (3), TOWN SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. EXCEPTING THEREFROM THAT PART OF LOT ONE (1) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1; 5.00 FEET; THENCE SOUTH 45°00' WEST, 7.07 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 5.00 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 5, 1992, REEL 2836, IMAGE 431, AS DOCUMENT NO. 6646445.

ALSO LOTS 1 AND 2, IN BLOCK 3, IN ASSESSOR'S PLAT NO. 269, BEING A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

ALSO ALL THAT PART OF VACATED WEST BURNHAM STREET ADJOINING SAID PREMISES ON THE SOUTH. ALSO THAT PART OF THE EAST 1/2 OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST QUARTER CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET; THENCE NORTH 13°51'00" EAST 3.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°51'00" WEST, 12.73 FEET; THENCE SOUTH 76°09'00" EAST 272.00 FEET; THENCE NORTH 13°51'00" EAST, 12.60 FEET TO A POINT IN A LINE DRAWN PARALLEL WITH AND 50 FEET NORTHERLY MEASURED RADIALY FROM THE CENTERLINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS SAID TRACK IS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY PARALLEL WITH SAID CENTERLINE OF THE MAIN TRACK 272.15 FEET, MORE OR LESS, TO THEE POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET TO A POINT; THENCE NORTH 13°51'00" EAST 3.80 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL TO AND 50.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO A POINT IN THE EAST LINE OF SOUTH 68TH STREET; THENCE SOUTH 01°03'30" WEST ALONG THE EAST LINE OF SOUTH 68TH STREET 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 35.0 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY ALONG AN ARC WHICH IS PARALLEL TO AND 35.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY WHOSE CHORD BEARS SOUTH 80°55'00" EAST 219.63 FEEL TO A POINT; THENCE NORTH 13°51'00" EAST 15.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET TO A POINT; THENCE NORTH 13°51'00" EAST 3.80 FEET TO A POINT IN A LINE WHICH IS 50.00 FEET NORTHERLY OF (AS MEASURED RADIAL TO) THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY AND PARALLEL TO THE CENTER LINE OF SAID NORTHERLY MAIN TRACK 272.15 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED THENCE SOUTH 13°51'00" WEST 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 35.00 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY ALONG AN ARC WHICH IS PARALLEL TO AND 35.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, WHOSE CHORD BEARS SOUTH 71°23'00"

EAST 186.10 FEET TO A POINT; THENCE NORTH 18°37'00" EAST 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 50.00 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL TO AND 50.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE POINT OF BEGINNING.

SAID LAND MAY ALSO BE DESCRIBED AS FOLLOWS:

BLOCK ELEVEN (11), GROSS' WEST-ALLIS ADDITION, IN THE WEST ONE-HALF (1/2) OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST.

EXCEPT PART OF THE LOT ONE (1), ALSO LOTS ONE (1) AND TWO (2), IN BLOCK THREE (3), ASSESSOR'S PLAT NO. 269, BEING A PART OF THE NORTHWEST ONE-QUARTER (1/4), NORTHEAST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF SECTION THREE (3), TOWN SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST.

ALSO ALL THAT PART OF VACATED WEST BURNHAM STREET ADJOINING SAID PREMISES ON THE SOUTH.

ALSO THAT PART OF CHICAGO AND NORTH WESTERN RAILWAY RIGHT-OF-WAY, ALL LYING AND BEING IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 1, BLOCK 3, ASSESSOR'S PLAT NO. 269; THENCE SOUTH 00°48'08" EAST ALONG THE EAST LINE OF SAID LOT 1, BLOCK 3 222.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, BLOCK 3 AND THE ARC OF A CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 844.02 FEET, WHOSE CHORD BEARS SOUTH 24°43'12.5" EAST 684.38 FEET, A DISTANCE OF 704.67 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY SAID POINT ALSO BEING 50 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER OF SAID RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD AND AN ARC OF A CURVE BEING 50 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER LINE OF SAID RIGHT-OF-WAY, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2917.44 FEET; WHOSE CHORD BEARS SOUTH 71°43'26.5" EAST 12.84 FEET, A DISTANCE OF 12.84 FEET; THENCE SOUTH 16°44'09" WEST, 15.01 FEET TO A POINT THAT IS 35 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, SAID ARC BEING 35 FEET NORTHERLY AS MEASURED RADIAL TO THE CENTER LINE OF SAID RAILROAD, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2902.44 FEET, WHOSE CHORD BEARS NORTH 73°25'35" WEST, 186.08 FEET A DISTANCE OF 186.11 FEET; THENCE NORTH 11°58'09" EAST, 2.67 FEET; THENCE NORTH 78°01'51" WEST, 272.00 FEET; THENCE SOUTH 11°58'09" WEST, 2.29 FEET TO A POINT THAT IS 35 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE THAT IS 35 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2902.4 FEET, WHOSE CHORD BEARS NORTH 82°48'00" WEST, 219.30 FEET, A DISTANCE OF 219.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 68TH STREET; THENCE NORTH 00°48'08" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STREET 708.44 FEET; THENCE NORTH 43°45'01" EAST, 7.13 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET; THENCE NORTH 88°18'10" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STREET 115.00 FEET; THENCE NORTH 88°07'25" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STREET 254.92 FEET TO THE POINT OF BEGINNING.

TAX KEY NO. 453-0776-003

ADDRESS: 1706 SOUTH 68TH STREET

Exhibit A

EXHIBIT B

Project Elevation and Site Plan

Exhibit B
Project Elevation & Site Plan





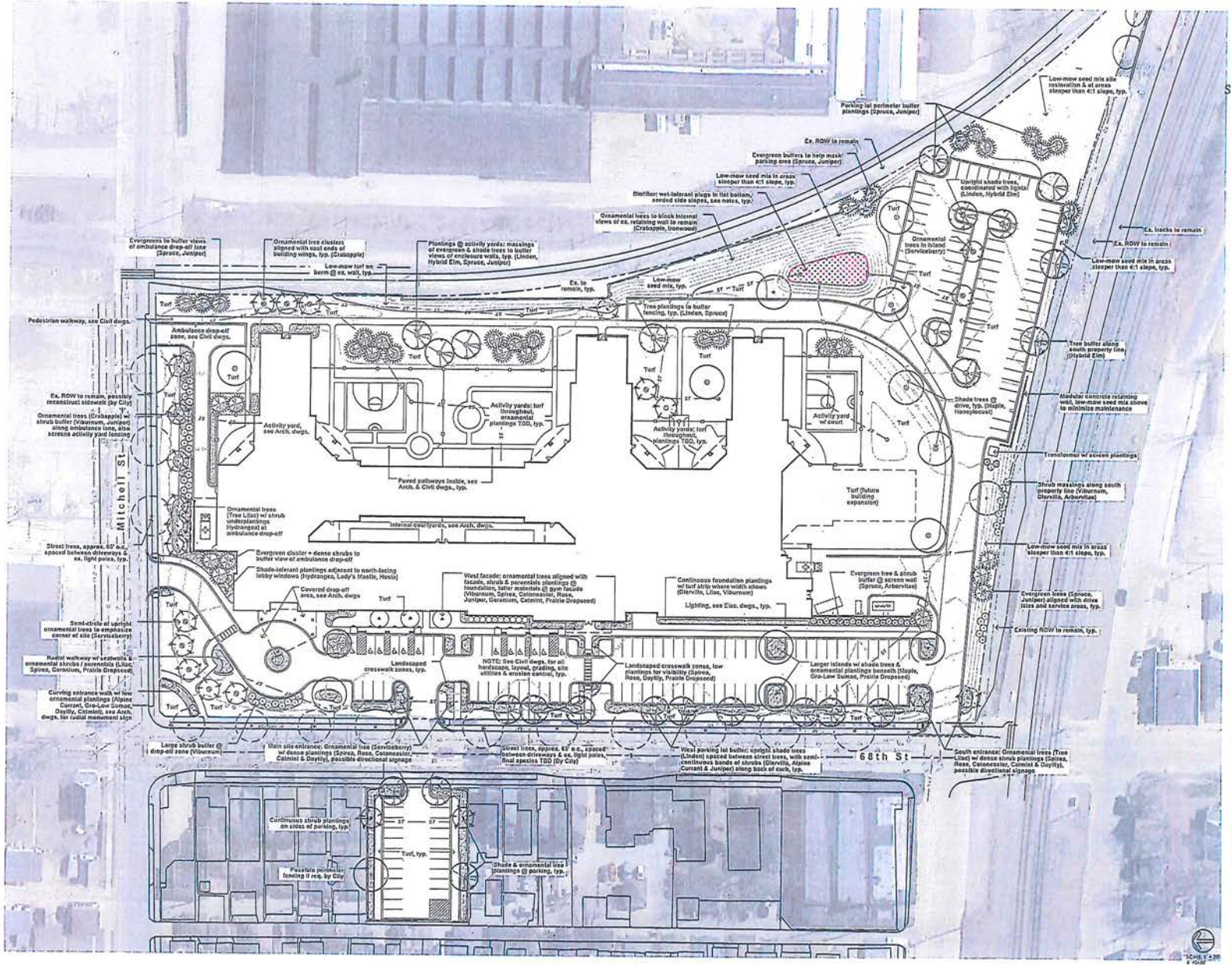












PLAN COMMISSION - AMENDED

ELEVATION KEYNOTES

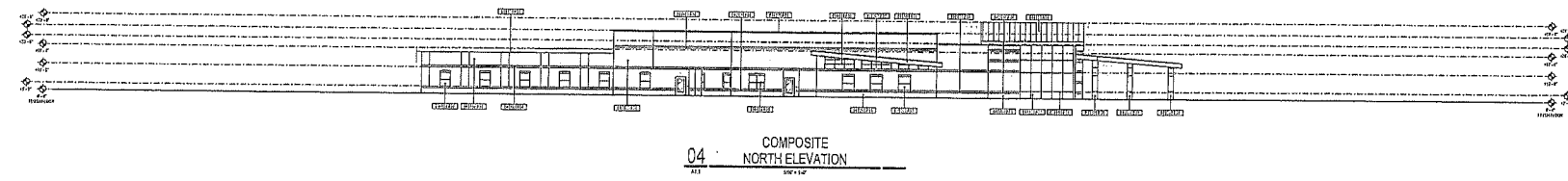
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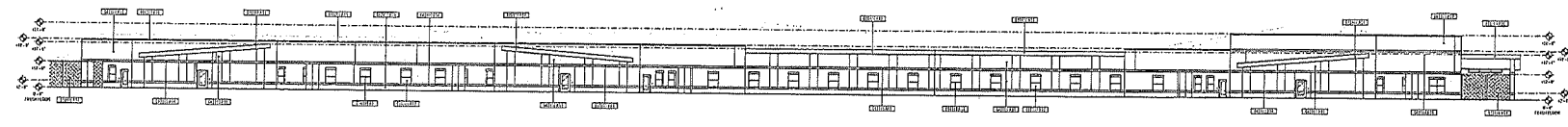
STENGEN HILL
ARCHITECTURE

603 WEST MAIN STREET
LOUISVILLE, KENTUCKY 40202
502.573.1475
STENGENHILL.COM

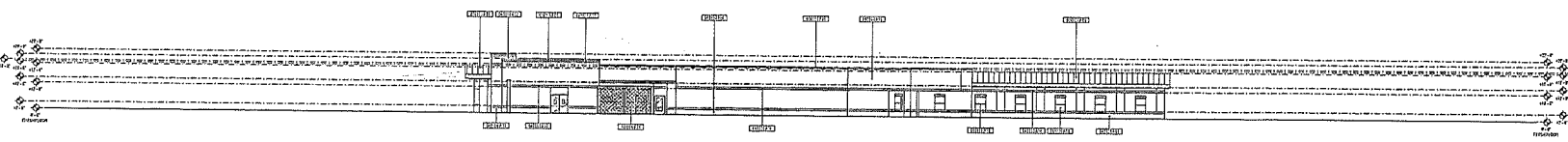
- Chief Architect
 Harwood Engineering Consultants
- Chief Civil Engineer
 KEYBOOK
Structural Engineering, P.C.
- Chief Mechanical Engineer
 CMTA
- Chief Electrical Engineer
 STENGEN HILL ARCHITECTURE



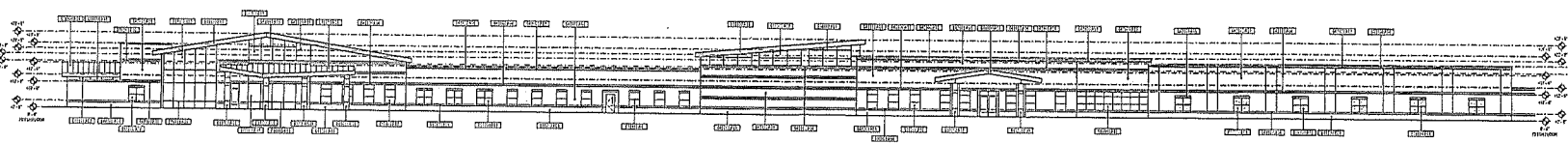
04
COMPOSITE
NORTH ELEVATION



03
COMPOSITE
EAST ELEVATION



02
COMPOSITE
SOUTH ELEVATION



01
COMPOSITE
WEST ELEVATION

PLAN COMMISSION - AMENDED

EXTERIOR ELEVATIONS
NEW BEHAVIORAL HEALTH HOSPITAL
UNIVERSAL HEALTH SERVICES, INC.
MILWAUKEE, WISCONSIN

03 OCTOBER 2010
06:11:10

A7.1

EXHIBIT C

Warranty Deed

EXHIBIT D

Intentionally Deleted

EXHIBIT E

Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made and entered into as of the 29th day of January 2020, (the "Effective Date"), by and between the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, (“Authority”) and Milwaukee Behavioral Health, LLC, its successors and/or assigns (“Developer”). Authority and Developer are each referred to herein as a Party or together as the “Parties.”

WHEREAS, the Developer and Authority entered into a Purchase and Sale Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by Authority and described in the Purchase and Sale Agreement as **Exhibit A – Legal Description of Property**.

WHEREAS, as of the date hereof, Authority closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement, which sale was contingent upon the Developer’s commitment to constructing the Project (as defined below) on the Property; and,

WHEREAS, the Developer intends to construct an estimated 120 bed, behavioral health care facility with an anticipated construction value of \$25 million and have an estimated 200 employees. The Project will have approximately one hundred and fifty-five (155) surface parking spaces. The development will be generally consistent with the preliminary site plan and rendering, referenced as **Exhibit B – Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement, which, subject to Section 1.B below, the Authority agrees is acceptable in all respects, and satisfies, in Authority’s opinion, the standards set forth in this Development Agreement. The development described above is hereinafter referred to as the “Project” and is located 1706 S. 68th

St. and consists of approximately 7.519 acres of land in the City of West Allis, Wisconsin and will be developed pursuant to the terms of this Agreement; and,

WHEREAS, the Developer and Authority desire to set forth in writing the terms and conditions under which Developer has agreed to develop and maintain the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **AUTHORITY'S OBLIGATIONS.** Authority shall be obligated as follows:
 - A. **Sale of the Property.** As of the date of this Agreement, Authority shall have closed the sale of the Property to the Developer.
 - B. **Zoning and Planning Approvals.** Prior to Closing (as defined in the Purchase and Sale Agreement) and after Closing (if necessary), Authority shall review and process Developer's applications for zoning and plan review to accommodate Developer's development schedule for the construction of the Project in accordance with applicable ordinances in an expeditious manner. To the extent not already approved on or prior to the Effective Date, all such required approvals are subject to final approval of City's Common Council and City's Plan Commission. Authority agrees to assist Developer in obtaining these approvals (and the approvals required of any other entity related to West Allis) in an expeditious manner.
2. **DEVELOPER'S OBLIGATIONS.** Developer shall be obligated as follows:
 - A. **Purchase of the Property.** Developer shall have closed the purchase of the Property from Authority as provided in the Purchase and Sale Agreement.

- B. Environmental Remediation.** Following Closing, Developer shall be responsible for all costs associated with environmental remediation, geotechnical and site preparation; provided, however, that the Authority shall be responsible for obtaining a Post Closure Modification – Notice to Proceed and the removal of any monitoring wells.
- C. Construction of Project.** Subject to the obligations and contingencies set forth in the Purchase and Sale Agreement, Developer will undertake the following;
- (1) Commence construction of the Project and substantially complete construction (as such term is hereinafter defined) of the Project in accordance with Section 2.D below.
 - (2) The Project shall be landscaped in accordance with approved site, landscaping, architectural, and building plans and specifications according to City review and the approval procedures as herein referenced. The building elevations and materials and the landscaping plan will be in accordance with **Exhibit B- Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement.
- D. Schedule.** Developer shall commence construction of the Project and shall proceed with due diligence to substantial completion no later than the date referred to in **Exhibit 2 – Project Schedule** of this Agreement. Failure of Developer to substantially complete construction as required by this Section, subject to Force Majeure (as defined below), shall constitute a breach of this Agreement; provided, however, and subject to the last sentence of this Section 2.D, such failure shall not constitute a default if Developer is pursuing substantial completion of construction

in good faith and with due diligence. Irrespective of Force Majeure, under all circumstances Developer shall meet the funding, completion and revenue generation requirements set forth in Section 3 of the Development Financing Agreement.

E. Information Sharing. Developer has prepared a budget for the preparation, construction and landscaping of the Project and has submitted the same to Authority for its approval. Developer shall maintain records such that its actual expenditures for the preparation, construction and landscaping of the Project may be ascertained and reconciled against such budget. From time to time, upon reasonable notice from Authority, Authority shall be entitled to examine such records to verify construction costs.

F. Availability of Funds and Approval for Construction. Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of Authority, but not more than once in a 12-month period, Developer shall provide to Authority evidence satisfactory to Authority and its financial and/or construction cost consultants, in Authority's reasonable discretion, that Developer has available to it the necessary corporate approvals and sufficient funds for the completion of the Project upon the schedule set forth herein.

Notwithstanding anything in Section 2.E or Section 2.F to the contrary, Section 7 of the Development Financing Agreement shall apply with respect to any materials that Developer determines contain sensitive or proprietary information relating to Developer or the Property or that may be trade secrets or copyrighted. Developer

may deliver certain sensitive financial materials to Authority's financial consultant, and the financial consultant will report to Authority on the contents thereof.

G. Conveyance. Prior to issuance of an Occupancy Permit, Developer shall not sell, transfer or convey the Property to anyone other than an Affiliate (as hereinafter defined). For purposes of this Agreement "Affiliate" shall mean an entity controlling, controlled by or in common control with Developer. Nothing herein shall preclude Developer from selling a majority membership interest in the ownership of the Property. Developer may collaterally assign its interest herein to a lender with respect to the Property.

H. Nondiscrimination. No owner or holder of an Occupancy Permit for the Property shall restrict the use or enjoyment of the Property or the Project by a person in a protected status in the sale, use or occupancy thereof, except as in the ordinary course of medical care as a mental health hospital.

I. Operation of the Project. Developer has represented to the Authority and to the City of West Allis that Developer operates its facilities in such a manner as to provide transportation for patients to and from its facilities, pursuant to the protocol set forth on Exhibit 3 attached hereto (the "Transportation Protocol"). Developer shall at all times operate its facilities in accordance with the Transportation Protocol.

3. **ARCHITECTURAL DESIGN, URBAN FORM AND CONSTRUCTION STANDARDS.** The Parties intend that the Project will create a quality development that fits the context and vitality of the surrounding neighborhood redevelopment while utilizing contemporary design standards. The development will also increase the tax base and

enhance the neighborhood. Building plans and specifications, including architectural elevations, for the Project, to include construction materials, are subject to review and final approval by City's Plan Commission, pursuant to the provisions of this Agreement. The basic design and exterior construction materials of the Project shall be substantially in conformity with **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement, and made a part hereof. Unless otherwise approved by the City's Plan Commission, architectural and site treatments must be aesthetically appropriate and compatible with the following standards.

A. Building Placement and Composition. The design and placement of buildings shall respond to the general characteristics of the surroundings. Building form and scale shall:

- (1) Relate to other nearby buildings and incorporate interesting building elements from surrounding buildings, where applicable.
- (2) Contain the three traditional parts of a building in appropriate proportions: base, mid-section and top.
- (3) Be of a scale for new buildings that is compatible with adjacent buildings. Use transitions to achieve compatibility between larger buildings next to small scale buildings; transition techniques shall include building elements of different heights, building or roof articulation, and building projections such as covered walkways.
- (4) Generally not contain "franchise" architecture, although the use of corporate identifying elements may be appropriate on a building that otherwise reflects the desired vision of the area.

B. Building Elements. A consistent architectural style shall be used for all buildings, auxiliary structures, and all related site elements, such as screen walls, planters, trellises, and street furniture.

(1) **Building Base.** The lowest portion of a building at grade creates the opportunity to establish an architectural base. This base may be a projection, a change in surface texture, or a change in material or color. The size of the base shall be in proportion to the overall size of the building.

(a) Base materials shall be highly resistant to damage, defacement, and general wear and tear. Pre-cast decorative concrete, stone masonry, brick, slate, and commercial grade ceramic tile are examples of excellent base materials. The use of anti-graffiti coating on base materials is encouraged.

(b) In general, the base materials shall appear “heavier” and “darker” in appearance than the materials and color used for the building’s main exterior.

(c) The first floor of any mixed-use building or public elements/rooms should be set-off from the middle and top of the building through increased height and fenestration.

(2) **Windows, Doors and Openings.** Windows, doors, and other openings shall be detailed to emphasize them as important parts of the building.

(a) The placement of windows, door and openings shall be consistent in a manner that produces a predictable rhythm.

- (b) Windows, doors and openings shall be offset from the general plane of the façade to produce a pattern of solids and voids.
 - (c) Windows, doors and openings shall be trimmed in a manner that emphasizes their existence (examples include, but are not limited to: headers and sills).
 - (d) Building entries shall be framed with architectural embellishment for articulation, be visible from the street, and be easily recognizable.
 - (e) Exterior AC units, if any, shall be integrated into the design of the window unit.
 - (f) Operable windows that allow the circulation of fresh air are encouraged.
 - (g) Spandrel glass should be avoided.
- (3) **Building Facades.**
- (a) No side, elevation or facade of the building is exempt from public view; consequently, all sides, elevations or facades of the building shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.
 - (b) Building walls shall be broken up with articulation, including projections or recessions to reduce any unbroken massing into lengths of approximately 30 feet or fewer along all sides of the building.

- (c) Along any public street frontage, the building design should include vision windows, arcades, awnings or other acceptable features along at least 60 percent of the building length.
- (4) **Roofs.** Roofs shall be an integral part of the building design and overall form of the structure.
 - (a) A strong, but simple, roofline shall be used to cap the design of the building and screen any mechanical equipment.
 - (b) Decorative cornices and parapet walls shall be used to screen flat roofs and to delineate the building's profile.
 - (c) Vertical roof elements/projections shall be used to add interest to horizontally-oriented rooflines.
 - (d) Roof overhangs and arcades are encouraged to complement the architecture of the building.

C. Building Materials. Buildings shall be constructed using durable, but attractive materials which convey a substantial quality appearance.

- (1) Exterior building treatments, including colors, materials, and architectural detailing, shall be consistent throughout the building.
- (2) Exterior building colors shall generally consist of earth-toned or neutral colors, with vibrant or bright colors reserved for trim or accent use. Final colors are subject to review and final approval by City's Plan Commission.
- (3) Building materials reflecting natural elements, such as stone or wood, are strongly encouraged.

- (4) A minimum of 70% of the building's façade should consist of acceptable high-quality materials including: brick, wood, sandstone or other native stone, cement board siding, architectural panels and glass/fenestration. No primary material shall mimic another material, without specific approval from City.
- (5) Secondary materials (like EIFS) should be used minimally, and only as a complement.

4. **LANDSCAPING.** Landscaping improvements shall be required as an integral part of the Property.

- A. All areas on the Property not used for building, storage, parking, walks, and access roads, shall be suitably graded and drained, seeded, sodded, landscaped and maintained as provided in Sec. 12.13 of the Revised Municipal Code.
- B. Landscaped areas shall contain a variety of elements, including trees, shrubs, grass and/or other suitable groundcover in accordance with a landscape plan for the Property to be approved by City's Plan Commission.
- C. Unless otherwise approved by the City's Plan Commission, all parking areas shall be surrounded by a landscaped buffer area to include canopy trees at regular intervals or in clusters. Shade and ornamental trees (2 trees/island minimum) are also required in landscape islands within parking areas, unless otherwise approved by the City's Plan Commission.
- D. All required landscaping shall be completed within one year of the completion of construction of the principal buildings on the Property and shall, thereafter, be maintained in a manner acceptable to City.

E. Developer will maintain the site landscaping in accordance with the final plans approved by City's Plan Commission. Approved plans will run with the land and will remain in effect regardless of changes in ownership of the subject property.

5. **SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the City's Plan Commission, all buildings and other site improvements (collectively "Improvements") to be constructed under this Agreement shall comply with the following minimum standards:

A. **Plan Review.** Improvements shall be designed by an architect or engineer. Building Improvements are subject to architectural review and approval by City's Plan Commission as provided herein.

B. **Site Plan.** No building Improvements or structures shall be constructed on the Property until plans (showing location, land coverage, building placement and intensity, landscaping, off-street parking and other site improvements) have been submitted to and approved by City's Plan Commission (the "Site Plan"). Improvements shown and determined on the Site Plan shall include, but not be limited to:

- (1) Location of all building and other structures (to include a schedule showing: lot area and total square feet in building (each floor);
- (2) A landscaping and screening plan showing the location, common and botanical names, planting size, root condition and quantity of all plant material, including lawn areas. The plan shall also show all ground cover and mulch areas, as well as construction materials, including any retaining walls and edging.;

- (3) Fences (including types of materials);
- (4) Sidewalks, driveways and other paved areas (including types of materials);
- (5) Parking and access drive dimensions and locations, stall numbers and dimensions, curbs, loading docks, and snow storage areas;
- (6) Loading areas (including types of materials);
- (7) Refuse areas, including location, screening and type;
- (8) Utility and storage areas (including types of materials);
- (9) Water impoundments;
- (10) Outdoor site and accent lighting (including fixtures and photometrics);
- (11) Areas of fill or cuts;
- (12) Storm water drainage plans and facilities;
- (13) On-site sewer, water and other utility locations, sizes and easement locations;
- (14) Dimensions of all front, side, and rear yards, drives, etc.
- (15) Locations and dimensions of all easements.
- (16) Reserved.
- (17) Locations of all hydrants within the site.
- (18) A Grading Plan, including all finished grade levels.
 - (a) Existing and proposed grades and contours.
 - (b) Surface water drainage and detention and/or retention.
 - (c) Finished grade at building.
 - (d) Catch basins and storm sewer locations.
 - (e) Connection to existing utilities.

- C. Parking.** Any surface parking shall be in accordance with the parking plan as depicted on **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale Agreement is hereby approved. Landscaping shall be used to define parking areas, primary vehicular drives and pedestrian areas in an aesthetically and environmentally pleasing manner.
6. **REFUSE.** All trash containers for the Project, including dumpsters, must be enclosed by a wall that matches the building facade and provides a suitable visual screen. Enclosure areas will also feature a rooftop structure/covering to limit sight lines into the refuse area from housing units on site and adjacent to the property. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present an aesthetically appealing appearance at all times. All trash enclosures to be permitted in side and rear yards only.
7. **UTILITIES AND SITE LIGHTING.** All new and existing utility lines on the Property shall be installed underground in easements provided therefor. No new overhead electric power, telephone or cable service will be permitted. Parking and roadway lighting (fixture, height, type and intensity) where provided shall be approved by City. Area lighting shall not be mounted on the building. Full cut off fixtures shall be utilized to prevent light splay onto surrounding properties.
8. **PEDESTRIAN AND VEHICULAR ACCESS.**
- A.** All curb cuts and service drives shall be designed to minimize disruption of pedestrian activity and movements and are subject to the approval of City's Board of Public Works.

B. Pedestrian linkages and crossing access are encouraged between existing neighborhoods and the proposed development area in an effort to promote walkability, traffic safety, and reduction of the number of new driveways on major street arterials.

C. Loading docks and refuse areas shall be screened and concealed from street view.

- 9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all permitted accessory structures (defined below) in the Project shall be approved by the City's Plan Commission before construction of such accessory structure. As used in this Agreement, the term "accessory structure" includes, but is not limited to, garages, maintenance buildings and the following structures (if such structures are to be located within the required setbacks): ground-mounted telephone and electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar structures. Issuance of a building permit by the City and Plan Commission approval shall constitute conclusive evidence that the City has approved any and all accessory structures.
- 10. SIGNAGE.** Signage placement shall be considered in the building and site design. A complete signage package, indicating design, materials size, location, and illumination, shall be submitted to City's Development Department for approval in accordance with applicable ordinances.
- 11. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to the contrary, construction of the Project in accordance with the final plans and specifications approved by the City's Plan Commission shall conclusively evidence compliance with this Agreement. Following completion of construction of the Project in accordance with such final approved plans, at the written request of Developer, Authority

shall execute and deliver to Developer a certificate of completion in substantially the form attached hereto as **Exhibit 4 – Certificate of Completion** confirming that the Project is acceptable to Authority in all material respects and satisfies, in Authority’s reasonable opinion, the standards set forth in this Agreement (the “Certificate of Completion”). The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer’s covenants and agreements set forth in this Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project, and (b) the required date for completion of the Project; provided, however, that Developer’s obligations pursuant to Sections 2.H, 4.E, 12.A, 12.C and 13 shall continue in effect until otherwise satisfied as set forth in this Agreement.

12. MAINTENANCE RESPONSIBILITIES.

- A. Developer shall keep the Property and easement areas on the Property in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
- (1) The removal of all litter, trash, refuse, and wastes.
 - (2) The mowing of all lawn areas should be conducted in accordance with municipal code.
 - (3) The maintenance of lawn and landscape areas in a weed-free, healthy and attractive condition.
 - (4) The care and pruning of trees and shrubbery outside of easements within Property boundaries.
 - (5) The maintenance of exterior lighting, signs, and mechanical facilities in working order.

- (6) The keeping of all exterior building surfaces in a clean, well maintained condition.
- (7) The striping and sealing of parking and driveway areas.
- (8) The removal of unlicensed or inoperable vehicles.
- (9) Snow and ice removal.

- B. Maintenance During Construction.** During construction, it shall be the responsibility of Developer to ensure that construction sites on the Property are kept free of unsightly accumulations of rubbish and scrap materials; and that construction material, trailers, and the like are kept in a neat and orderly manner. If any street right-of-ways abutting the Property are damaged as a result of Developer's construction activities, Developer shall repair said damage to edge of pavement. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction in accordance with the Building Permit for erosion control.
- C. Storm Water Management and Controls.** Developer shall be responsible for obtaining all necessary storm water permits for the Project.

13. DEFAULT PROVISIONS AND REMEDIES.

- A. Event of Default.** The occurrence of the following conditions shall constitute an "Event of Default" so long as such conditions exist and are continuing:
- (1) Developer fails to perform or satisfy any of its obligations under this Agreement within thirty (30) days following written notice from Authority; provided, however, if the default is not reasonably susceptible of cure within

such thirty (30) day period, then Developer shall have such additional period of time to cure the default as long as the Developer is diligently pursuing such cure to completion, not to exceed 120 days.

- (2) Developer is adjudicated insolvent or generally does not pay or becomes unable to pay or admits in writing to its inability to pay its debts as they mature.
- (3) Developer makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets.
- (4) Developer becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors.
- (5) Developer has a petition or application filed against it in bankruptcy or any similar proceeding or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer files an answer to such petition or application, admitting the material allegations thereof.
- (6) Developer applies to a court for the appointment of a receiver or custodian for any of its assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment.
- (7) Developer adopts a plan of complete liquidation of its assets.

B. Right to Repurchase. So long as Authority is in compliance with all of its obligations under the Purchase and Sale Agreement, in the event Developer is

beyond all cure periods and does not commence construction or substantially complete construction of the Project pursuant to Section 2(D) above, subject to Force Majeure, Authority may, but shall not be required to, purchase the Property for the price paid to Authority by Developer (assuming no construction has occurred on the Property), as its sole remedy, by giving at least thirty (30) days' prior written notice to Developer of its intention to repurchase if the Project is not substantially completed by such date, as applicable. Upon receipt of such notice, Developer shall have an additional opportunity to cure based on submission to Authority of a plan of cure and reasonable timelines to complete such cure. If construction of the Project has begun, the repurchase price shall be the value of improvements (but not the land which remains the Purchase Price paid by Developer to Authority) based upon fair market value. If the Parties cannot agree on the fair market value of the improvements, such value will be determined by appraisals as follows. Either Authority or Developer, may by notice to the other Party, appoint a disinterested MAI appraiser as one of the appraisers. Within ten (10) days thereafter the other Party, by written notice to the Party appointing the first appraiser, appoint another disinterested MAI appraiser as a second appraiser. The appraisers thus appointed shall appoint a third disinterested MAI appraiser, and such three appraisers shall as promptly as possible determine such value, provided; however, that:

- (1) If the second appraiser shall not have been appointed as aforesaid, the first appraiser shall proceed to determine such value; and

- (2) If, within five (5) days after the appointment of the second appraiser, the two appraisers appointed by the Parties shall be unable to agree upon the appointment of a third appraiser, they shall give written notice of such failure to agree to the Parties, and, if the Parties fail to agree upon the selection of such third appraiser within five (5) days after the appraisers appointed by the Parties gave notice as aforesaid, then within five (5) days thereafter, either of the Parties upon written notice to the other party hereto may apply for such appointment to the Circuit Court of Milwaukee County.
- (3) The Parties shall each be entitled to present evidence and argument to the appraisers. The determination of the majority of the appraisers or the sole appraiser, as the case may be, shall be conclusive upon the Parties and judgment upon the same may be entered in any court having jurisdiction thereof. The appraisers shall give written notice to the Parties stating their determination, and shall furnish to each Party a copy of such determination signed by them. The expense of such appraisal(s) shall be borne equally by the Parties. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as provided above for the appointment of the appraiser so failing, refusing or unable to act.
- (4) The notice of intention to exercise the repurchase right can be given or withdrawn at any time after failure of Developer to comply with this section and before this section terminates as provided below. If Authority elects to pay the appraisal amount to the Developer for the Property, Title to the

Property shall be conveyed to Authority "as is." A title insurance policy shall be provided at the expense of Developer in the amount of the repurchase price and insuring Authority's title is in the aforementioned condition. The foregoing right to repurchase shall be subject and subordinate to the lien and rights of any mortgagee providing financing to the Project and shall automatically terminate upon final substantial completion of construction of the Project.

- (5) The term "commence construction" as used in this Section shall mean the pouring of footings for a building on the Property. The term "substantially complete construction" as used in this Agreement shall mean the issuance of an occupancy permit by the City for each of the buildings on the Property.
- (6) All of the appraisers shall have at least ten (10) years' experience of appraising commercial office buildings within Milwaukee County, and no two appraisers shall be from the same firm.

C. **Limitation on Remedies.** Neither party shall be liable to the other for consequential, indirect, incidental or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall be entitled to its costs, including statutory attorney's fees. This limitation does not extend to any matter which is adjudicated to be based upon fraud or willful misrepresentation.

14. **APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms and conditions of Section 20 (Time of the Essence), Section 24 (No Partnership or Venture), Section 25 (Notices), Section 26 (Further Assurances), Section 27 (Waiver of

Terms), Section 30 (Governing Law and Venue), Section 33 (Execution in Counterparts), Section 34 (Titles and Headings), Section 36 (Interpretation), Section 37 (Construction), Section 38 (Severability), Section 43 (Binding Effect), Section 44 (Good Faith), and Section 45 (Confidentiality Agreement) of the Purchase and Sale Agreement shall govern the interpretation and application of this Agreement.

15. **DEFINED TERMS.** Defined terms contained in the Development Agreement shall, unless a different specific definition is given, be governed by the definitions contained in the Purchase and Sale Agreement.
16. **ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed hereto, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the development and maintenance of the Project
17. **FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required environmental remedial actions, third party claims arising from zoning and/or planning approvals for the Project, shortage of materials, unforeseen relocation of utilities, or by other cause not within the control of the Party whose performance was interfered with (“Force Majeure”), and which by the exercise of reasonable diligence such Party is unable to prevent. The time for performance shall be extended by the period of delay occasioned by such Force Majeure.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: John F. Stibal
John F. Stibal, Executive Director

Dated: 1-24-20

DEVELOPER: MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS OF DELAWARE, INC., its member

By: _____
Steven Felton, Executive Vice President & Chief Financial Officer

Dated: _____

Approved as to form this 21st day of January, 2020

Kail Decker
Kail Decker, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 28th day of January, 2020, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.

Peggy Steeno
Peggy Steeno
Finance Director, Comptroller, Treasurer

Development Agreement List of Exhibits

Exhibit 1	Intentionally omitted
Exhibit 2	Project Schedule
Exhibit 3	Transportation Protocol
Exhibit 4	Certificate of Completion

Exhibit 1

Intentionally omitted.

Exhibit 1

Exhibit 2 - Project Schedule

Item	Description	Date	Entity
1	Closing	January 28, 2020	AUTHORITY/DEVELOPER
2	Project Completion	18 months following commencement of construction, subject to Force Majeure	DEVELOPER
3	Final Request for Certification of Completion	60 days following substantial completion of construction	DEVELOPER

Exhibit 3 – Transportation Protocol

BACKGROUND

UHS has substantial experience and expertise in the field of behavioral health care that will enhance the level of care needed by some of the communities' most vulnerable patients. As an organization, UHS brings national resources with a local focus to our operations. UHS is able to share with all of our operating facilities the most up-to-date best practices that have proven successful at its other locations.

INPATIENT/OUTPATIENT SERVICES

The facility will provide outpatient services, including Partial Hospitalization (PHP) and Intensive Outpatient (IOP) programs. While the ramp-up of patient volume is different in almost every market, the ultimate outpatient capacity (year five) will likely not exceed thirty (30) patients. Many patients will be transported to and from the facility in unmarked passenger vans to minimize the volume of traffic.

Inpatient Acute Services for adolescents and adults are available 24/7/365.

Outpatient Services (i.e. Intensive Outpatient and Partial Hospitalization) are typically offered Monday through Friday 8:30am to 3:00pm.

PATIENTS/VISITORS

“Walk-ins” are generally infrequent at UHS facilities at similarly-sized facilities in other geographic locations. It is possible that an individual could present directly should such individual feel he/she is in need of behavioral health services. Most patients are expected to be directed to the facility by referral sources such as area hospitals and mental health professionals.

Sally Port

The ambulance entrance will be designed to include a sally port. A sally port is a building entrance with two sets of doors in sequence where only one set of doors open at a time. The sally port entrance will receive patients brought to the facility by one ambulance or police vehicle at a time (no lights/sirens) and it allows patients to enter into a secure, designated reception area.

EMPLOYEES

Behavioral health hospitals experience a relatively small number of vehicle trips. The majority of vehicles travelling to and from the UHS facility on a daily basis will belong to employees. At 80% occupancy, UHS would employ 180 providers and staff encompassing all disciplines. Given that administration and support departments are generally working during normal business hours, two-thirds (2/3) of the staff employed will be present during normal business hours. The largest overlap in employees arriving and departing at any one time will be during shift changes, which occur during non-peak hours and non-visiting hours. Traffic patterns will mimic those found at similarly

sized medical facilities in the City of West Allis—with the exception of ambulance volume as UHS will not have an emergency department. The proposed facility will comply with all City standards with regards to parking to accommodate doctors, staff, and visitors.

POLICE AND PARAMEDIC CALLS TO BUILDING

Police will visit the facility when transporting involuntary patients. These patients are then handed off to assessment personnel and clinical staff in the admissions area. Police do not need to enter the patient care areas. UHS's facility staff is trained to address patient behavioral issues, making it a rare occurrence that such issues would necessitate calls to the police.

UHS's behavioral health hospitals are not significant utilizers of paramedic services as it has doctors, nurses, and other trained personnel who provide routine medical care to patients. Paramedics will only be called if there is a medical emergency requiring a patient be transported to the nearby emergency department of a medical surgical hospital.

OPERATIONAL PLAN

UHS has extensive performance and procedure manuals, and recommended practices, which help guide the operations of the facility. These performance and procedure manuals and recommended practices are based on best practices, as well as requirements by state health agencies and The Joint Commission (TJC), an independent, not-for-profit organization that accredits and certifies a variety of health care organizations and programs in the United States. TJC accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards. These resources cover a broad range of operations including clinical processes, life safety and patient care. While these manuals and procedures help to form the basis of a facility's operations, UHS also incorporates guidance from state health agencies and licensing bodies to ensure it is providing the best care possible for the individual patients.

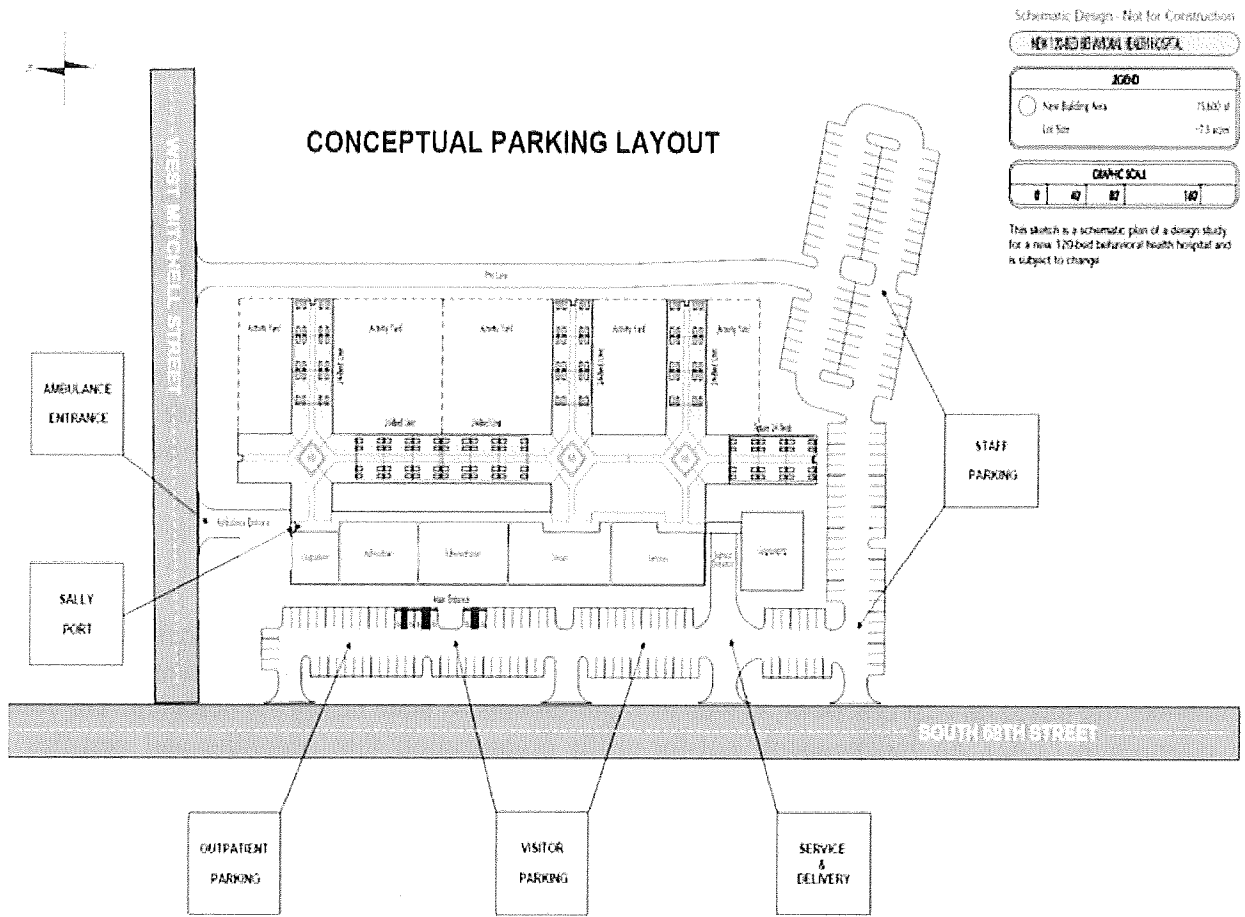


Exhibit 4 – Certificate of Completion

[See attached]

Exhibit 4

**CERTIFICATE
OF COMPLETION**

Document Number

Document Title

**CERTIFICATE
OF COMPLETION**

MILWAUKEE BEHAVIORAL HEALTH, LLC

Recording Area

Name and Return Address

XXXXXXXX

Parcel Identification Number (PIN)

Property Address	
Developer:	Milwaukee Behavioral Health, LLC
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of January 28, 2020, as amended or modified, recorded on _____, 2019, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of January 28, 2020, which is evidenced by that certain Memorandum of Agreements recorded on _____, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the

obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be “released” of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer’s obligations pursuant to Sections 2.H, 4.E, 12.A, 12.C and 13 of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Dated at West Allis, Wisconsin, this _____ day of _____, 20__.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

John F. Stibal, Executive Director

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2020, John F. Stibal, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Director, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Community Development Authority by its authority.

(SEAL)

Name:
Notary Public, State of Wisconsin
My Commission expires:

EXHIBIT F

Development Financing Agreement

DEVELOPMENT FINANCING AGREEMENT

THIS DEVELOPMENT FINANCING AGREEMENT ("Agreement"), is made and entered into as of the 29th day of January 2020, by and between the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the "Authority"), the City of West Allis, Wisconsin ("City"); Milwaukee Behavioral Health, LLC, its successors and/or assigns ("Developer"); and UHS of Delaware, Inc. ("Guarantor"). The Authority, City, Developer, and Guarantor are each referred to herein as a party or together as the "Parties." The Authority and City collectively are referred to as "West Allis."

WHEREAS, the Developer and the Authority have entered into a purchase and sale agreement (the "Purchase and Sale Agreement") for the purchase and the sale of certain property owned by the Authority and described in the Purchase and Sale Agreement as consisting of approximately 7.519 acres of land which is more particularly described and depicted as tax key parcel 453-0776-003 located at 1706 S. 68th St. (the "Property"), see **Exhibit A – Legal Description of Property** of the Purchase and Sale Agreement which is incorporated herein; and,

WHEREAS, as of the date hereof, the Authority closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement (the "Closing"), which sale was contingent upon, among other matters, the Developer's commitment to construct the Project (as hereinafter defined) on the Property as more particularly set forth in that certain Development Agreement of even date herewith by and between the Authority and Developer (the "Development Agreement") and the Parties entering into this Agreement; and,

WHEREAS, the Developer intends to construct an estimated 120 bed behavioral health care facility with anticipated construction value of \$25 million and an estimated 200 employees. The project will include approximately one hundred and fifty-five (155) surface parking spaces. The project is depicted in the **Exhibit B-Project Elevation and Site Plan** of the Purchase and Sale Agreement. The development described above is hereinafter referred to as the "Project" and is located within 68th and Mitchell Redevelopment Area, in the City of West Allis, Wisconsin (the "District"). The Redevelopment District was declared to be a blighted area district pursuant to the Project Plan for the creation of Tax Incremental District No. 14 (the "TID") approved on November 3, 2014 (deemed to be and referred to herein as the "Project Master Plan"). The Project will be developed pursuant to the terms of this Agreement and the Development Agreement; and,

WHEREAS, pursuant to the Purchase and Sale Agreement, the Authority and City agreed to provide certain financial incentives and assistance to allow the Developer to develop the Project and the Developer would not undertake the development and construction of the Project without such financial incentives and assistance; and,

WHEREAS, the Parties desire to set forth in writing the terms of such financial incentives and assistance and the terms and conditions under which West Allis will provide such financial incentives and assistance.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Developer Investment, Equity and Financing**. On or prior to Closing, Developer will demonstrate to the City that the Developer has access to sufficient resources (inclusive of the

City's economic assistance referenced in paragraph 2, herein) to carry out the development of the Project to completion.

2. **City Economic Assistance:** In consideration of a development with an estimated taxable value of \$25 million and a Project that has a workforce with 200 employees, West Allis will provide economic assistance to the Project through an allocation of \$14.5 million of New Market Tax Credits ("NMTC") from the City's community development entity called First-Ring Industrial Redevelopment Enterprise, Inc. ("FIRE"). The Parties acknowledge such allocation will provide \$2,997,050 toward the costs of the Project including of an initial payment of \$750,000 as purchase price of the Property and an additional \$1,890,000 of economic assistance to address site conditions. Such economic assistance is intended to cover at least the following Project costs:

- (a) The purchase price of the Property (\$750,000), to be delivered at Closing.
- (b) A direct capital contribution to the Project in the amount of \$1 million, to be delivered at Closing.
- (c) Storm water control assistance in the amount of \$650,000 to pay the incremental cost difference between an above ground storm water control system and a below ground storm water detention system.
- (d) Structural upgrade assistance in the amount of \$180,000 that includes \$150,000 for enhanced foundations to optimally develop the Property and accommodate future growth and \$30,000 for additional sound proofing of windows.
- (e) A contribution toward the Developer's brokerage commission for the Property of \$60,000.

3. **Funding of Developer Equity and Expenditure of Development Costs.** Developer additionally commits that: (a) not less than \$14.5 million will be expended on the

Project on or before the expiration of five hundred forty (540) days following the NMTC closing; (b) the balance of the Project costs will be expended on or before the expiration of three (3) years following the NMTC closing; and (c) the Project will be completed and generating revenue on or before the expiration of three (3) years following the NMTC closing.

4. **Developer Performance Guaranty.** Developer shall provide the City with a Guaranty for the Project from the Guarantor which shall guaranty Developer's performance under this Agreement, the Purchase Agreement, and the Development Agreement and incorporate the commitments set forth in Section 3, above, through Completion. "Completion" shall be defined as the issuance of a certificate(s) of occupancy for the buildings in the Project. Upon timely Completion, the Guaranty shall be released in its entirety.

5. **Conditions to the Parties' Obligations.** The parties' obligations to complete their respective obligations are conditioned on the following being satisfied:

a. **Zoning & Design Review.** All relevant governmental entities having approved any and all licenses, permits and approvals required for the construction of the Project.

b. **Evidence of Resources.** The Developer shall have provided evidence to the City that the Developer has access to sufficient resources to fund all of the costs of the Project.

c. **Legal Agreements.** The Purchase and Sale Agreement, this Agreement, the Development Agreement and the Guaranty (the "Legal Agreements") shall have been executed and delivered by the applicable parties thereto and the Developer shall have closed on the purchase of the Property.

d. **City, Authority and FIRE Financing Approvals.** The City, the Authority and FIRE shall have approved and taken all actions necessary to properly authorize the above-contemplated actions, including execution of the Legal Agreements.

6. **PILOT.** The Property is located within the boundaries of the TID and it is important to the City that the Property remain subject to real estate taxation throughout the existence of the TID. Accordingly, ownership of the Property, or any part thereof, by any person, partnership, corporation, or entity, which in any manner renders any part of the Property exempt from property taxation during the existence of the TID shall result in a payment in lieu of taxes from the owner of that portion of the Property that is so exempt to the City each year in an amount equal to the amount of taxes that would be due and owing on that portion of the Property if that portion was not tax exempt. Such payment shall be due, payable and collected in the same manner as property taxes, to the extent permitted by law. The Developer, its successors, and assigns as the owners or occupants of the Property waive the right to contest the validity of this provision. This Section shall automatically terminate upon the termination of the TID.

7. **Confidentiality.** Developer represents, and West Allis acknowledges, that certain portions of the materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models) may contain sensitive and proprietary information relating to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this

Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.) This Agreement, the Purchase and Sale Agreement, the Development Agreement, all documents used in determining the amount of public financing for this Agreement, and other attachments to this Agreement are deemed to be public records. All documents or portions of a document that Developer believes to contain protected information should be labeled "Confidential" and should contain an explanation as to why Developer thinks that such information is confidential. Nevertheless, despite labeling a document "confidential," the Developer acknowledges that this information may be considered a public record pursuant to Wisconsin law. Should West Allis receive a records request for any document that the Developer labels as confidential, West Allis shall notify the Developer of the request and afford the Developer a reasonable period of time (not to exceed ten (10) business days) to respond to West Allis. If the Developer objects to release of the requested record(s) or part thereof, West Allis shall perform the common law balancing test. If West Allis determines that the balance falls in favor of non-disclosure, it shall so inform the Developer and the requestor. If West Allis determines that the balance falls in favor of disclosure, it shall so notify the Developer and the requestor and afford the Developer a reasonable time (not to exceed ten (10) business days) to commence an action seeking to prevent disclosure of the record(s). If and to the extent that the exhibits attached to this Agreement are insufficient to indicate the rationale used by the Authority or the City to size the public assistance provided to the Project, then the Authority and the City may disclose such other information as the Authority and the City deem reasonably necessary to justify the level of public assistance so long as all excel files, models and spread sheets are kept confidential as set forth herein.

8. **Assignment.** This Agreement and all rights and obligations therein, including but not limited to any indemnification provisions hereunder, may be assigned in whole or in part by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section 8, the term "affiliated entity" shall mean an entity controlling or controlled by or under common control with the Developer. This Agreement may also be collaterally assigned in whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such lender shall have any liability hereunder unless said lender elects to effectuate such assignment and exercise the Developer's rights hereunder. Upon any such assignment, references to Developer contained in this Agreement shall refer to the assignee, unless the assignment expressly provides otherwise.

9. **No Partnership or Venture.** The Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between West Allis and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project. No elected official, member, officer, or employee of West Allis during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

10. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the Authority: Community Development Authority of the City of West Allis
Office of the Executive Director
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

To the City: City of West Allis
Office of the City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: City Attorney

To Developer: Milwaukee Behavioral Health, LLC
Attn: Office of General Counsel
367 South Gulph Road
King of Prussia, PA 19406

To Guarantor: UHS of Delaware, Inc.
Attn: Office of General Counsel
367 South Gulph Road
King of Prussia, PA 19406

With a copy to: Davis & Kuelthau, S.C.
Attn: Brian Randall, Esq.
111 East Kilbourn Avenue
Milwaukee, WI 53202

11. **Further Assurances**. Following the Closing, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party in order to perfect and complete the financing of the Project as described herein as well as any other transactions specifically contemplated herein.

12. **Waiver of Terms**. Except as otherwise provided herein, any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

13. **Amendment of Agreement.** This Agreement may be amended, supplemented, or modified at any time, but only by a written instrument duly executed by the Parties.

14. **Governing Law and Venue.** This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each Party irrevocably consents to submit to the exclusive jurisdiction of such courts.

15. **Execution in Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original Agreement, but all of which together shall constitute one and the same instrument.

16. **Titles and Headings.** Titles and headings to sections or subsections are for purposes of references only and shall in no way limit, define, or otherwise affect the provisions herein.

17. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

18. **Construction.** West Allis and the Developer acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

20. **Survive the Closing.** The agreements, covenants, warranties and representations contained herein shall survive the Closing of the transaction contemplated herein. Following completion of the Project, the Authority agrees to provide upon request a written certificate of completion in a form attached to the Development Agreement as Exhibit 4 that confirms completion of the Project and termination of those provisions of this Agreement that, by their nature, terminate upon Project completion.

21. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and benefit the Parties and their respective successors and assigns.

22. **Good Faith.** The Parties covenant and agree to act in good faith in the performance and enforcement of the provisions of this Agreement.

[Signature Page Follows]

AGREED TO BY AND BETWEEN the Developer, the Authority, and the City on the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**


By: 
John F. Stibal, Executive Director

Dated: 1-24-20

CITY OF WEST ALLIS

By: 
Dan Devine, Mayor

Dated: 1/24/20

By: 
Steven A. Braatz, Jr., City Clerk

Dated: _____

DEVELOPER:

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS of Delaware, Inc., its Member

By: _____
Steve Felton, Executive Vice President &
Chief Financial Officer

Dated: _____

GUARANTOR:

UHS OF DELAWARE, INC.

By: _____
Steve Felton, Executive Vice President & Chief
Financial Officer

Dated: _____

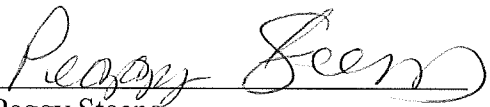
Approved as to form this 21st day of January, 2020



Kail Decker, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 28th day of January, 2020, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.



Peggy Steeno
Finance Director, Comptroller, Treasurer

EXHIBIT G

MEMORANDUM OF AGREEMENTS

MEMORANDUM OF AGREEMENTS

THIS MEMORANDUM OF AGREEMENTS is dated as of January 29, 2020, and executed by Milwaukee Behavioral Health, LLC, a Wisconsin limited liability company ("Buyer") and the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Seller").

Buyer and Seller hereby provide notice of the following:

A. Buyer and Seller have executed that certain Agreement for Purchase and Sale (the "PSA") dated as of January 21, 2020 whereby Seller agreed to sell and Buyer agreed to Buy certain property in the City of West Allis, Wisconsin more particularly described on Exhibit A attached hereto (the "Property").

B. Buyer and Seller have executed that certain Development Agreement (the "Development Agreement") dated as of January 29, 2020, whereby Buyer and Seller set forth certain terms and conditions regarding the development of the Property.

C. Buyer and Seller have executed that certain Development Financing Agreement (the "Financing Agreement") dated as of January 29, 2020, whereby Buyer and Seller set forth certain terms and conditions regarding environmental and related matters affecting the Property.

D. The parties desire to record this Memorandum of Agreements in order to provide public notice that the PSA, the Development Agreement, and the Financing Agreement encumber the Property and are binding in accordance with their respective terms. A copy of the PSA, the Development Agreement, and the Financing Agreement are available at City of West Allis City Hall.

[signature pages follow]

Drafted by and return to:

Richard W. Donner
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

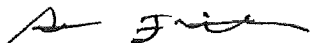
453-0776-003

Parcel Identification Number

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Memorandum of Agreements, all as of the day and year first written above.


BUYER:

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: 
Name: Steve Filton
Title: Vice President

Pennsylvania
STATE OF ~~WISCONSIN~~)
Montgomery : SS
MILWAUKEE COUNTY)

Personally came before me this 10th day of January, ²⁰²⁰~~2019~~, the above named Steve Filton to me known to be the Vice President of Milwaukee Behavioral Health, LLC, and to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.


Notary Public, State of ~~Wisconsin~~ Pennsylvania
My commission 10/25/20

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DOUGLAS R. TEWKSBURY, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires October 25, 2020

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Memorandum of Agreements, all as of the day and year first written above.

SELLER:

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: *John F. Stibal*
John F. Stibal, Executive Director

STATE OF WISCONSIN)
 : SS
Milwaukee COUNTY)

Personally came before me this 15 day of January, 2020, the above named John F. Stibal, to me known to be the Executive Director of Community Development Authority of the City of West Allis, and to me known to be the person who executed the foregoing instrument on behalf of Seller and acknowledged the same.



Gale M. Jender
Notary Public, State of Wisconsin *Gale M. Jender*
My commission 9-11-20

Approved as to form this 15th day of January, 2020

Kail Decker
Kail Decker, City Attorney

EXHIBIT A

Legal Description

BLOCK ELEVEN (11), GROSS' WEST-ALLIS ADDITION, IN THE WEST ONE-HALF (1/2) OF SECTION THREE (3), TOWN SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. EXCEPTING THEREFROM THAT PART OF LOT ONE (1) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1; 5.00 FEET; THENCE SOUTH 45°00' WEST, 7.07 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 5.00 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 5, 1992, REEL 2836, IMAGE 431, AS DOCUMENT NO. 6646445.

ALSO LOTS 1 AND 2, IN BLOCK 3, IN ASSESSOR'S PLAT NO. 269, BEING A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

ALSO ALL THAT PART OF VACATED WEST BURNHAM STREET ADJOINING SAID PREMISES ON THE SOUTH. ALSO THAT PART OF THE EAST 1/2 OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST QUARTER CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET; THENCE NORTH 13°51'00" EAST 3.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°51'00" WEST, 12.73 FEET; THENCE SOUTH 76°09'00" EAST 272.00 FEET; THENCE NORTH 13°51'00" EAST, 12.60 FEET TO A POINT IN A LINE DRAWN PARALLEL WITH AND 50 FEET NORTHERLY MEASURED RADIALY FROM THE CENTERLINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS SAID TRACK IS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY PARALLEL WITH SAID CENTERLINE OF THE MAIN TRACK 272.15 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET TO A POINT; THENCE NORTH 13°51'00" EAST 3.80 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL TO AND 50.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO A POINT IN THE EAST LINE OF SOUTH 68TH STREET; THENCE SOUTH 01°03'30" WEST ALONG THE EAST LINE OF SOUTH 68TH STREET 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 35.0 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY ALONG AN ARC WHICH IS PARALLEL TO AND 35.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY WHOSE CHORD BEARS SOUTH 80°55'00" EAST 219.63 FEET TO A POINT; THENCE NORTH 13°51'00" EAST 15.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 99.67 FEET TO A POINT; THENCE NORTH 13°51'00" EAST 3.80 FEET TO A POINT IN A LINE WHICH IS 50.00 FEET NORTHERLY OF (AS MEASURED RADIAL TO) THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY AND PARALLEL TO THE CENTER LINE OF SAID NORTHERLY MAIN TRACK 272.15 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED THENCE SOUTH 13°51'00" WEST 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 35.00 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EASTERLY ALONG AN ARC WHICH IS PARALLEL TO AND 35.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, WHOSE CHORD BEARS SOUTH 71°23'00"

EAST 186.10 FEET TO A POINT; THENCE NORTH 18°37'00" EAST 15.00 FEET, MORE OR LESS, TO A POINT WHICH IS 50.00 FEET NORTHERLY OF, AS MEASURED RADIAL TO THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL TO AND 50.00 FEET NORTHERLY OF THE CENTER LINE OF THE NORTHERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE POINT OF BEGINNING.

SAID LAND MAY ALSO BE DESCRIBED AS FOLLOWS:

BLOCK ELEVEN (11), GROSS' WEST-ALLIS ADDITION, IN THE WEST ONE-HALF (1/2) OF SECTION 3, TOWN 6 NORTH, RANGE 21 EAST.

EXCEPT PART OF THE LOT ONE (1), ALSO LOTS ONE (1) AND TWO (2), IN BLOCK THREE (3), ASSESSOR'S PLAT NO. 269, BEING A PART OF THE NORTHWEST ONE-QUARTER (1/4), NORTHEAST ONE-QUARTER (1/4) AND SOUTHEAST ONE-QUARTER (1/4) OF SECTION THREE (3), TOWN SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST.

ALSO ALL THAT PART OF VACATED WEST BURNHAM STREET ADJOINING SAID PREMISES ON THE SOUTH.

ALSO THAT PART OF CHICAGO AND NORTH WESTERN RAILWAY RIGHT-OF-WAY, ALL LYING AND BEING IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT 1, BLOCK 3, ASSESSOR'S PLAT NO. 269; THENCE SOUTH 00°48'08" EAST ALONG THE EAST LINE OF SAID LOT 1, BLOCK 3 222.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, BLOCK 3 AND THE ARC OF A CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 844.02 FEET, WHOSE CHORD BEARS SOUTH 24°43'12.5" EAST 684.38 FEET, A DISTANCE OF 704.67 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY SAID POINT ALSO BEING 50 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER OF SAID RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD AND AN ARC OF A CURVE BEING 50 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER LINE OF SAID RIGHT-OF-WAY, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2917.44 FEET; WHOSE CHORD BEARS SOUTH 71°43'26.5" EAST 12.84 FEET, A DISTANCE OF 12.84 FEET; THENCE SOUTH 16°44'09" WEST, 15.01 FEET TO A POINT THAT IS 35 FEET NORTHERLY AS MEASURED RADIAL FROM THE CENTER LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, SAID ARC BEING 35 FEET NORTHERLY AS MEASURED RADIAL TO THE CENTER LINE OF SAID RAILROAD, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2902.44 FEET, WHOSE CHORD BEARS NORTH 73°25'35" WEST, 186.08 FEET A DISTANCE OF 186.11 FEET; THENCE NORTH 11°58'09" EAST, 2.67 FEET; THENCE NORTH 78°01'51" WEST, 272.00 FEET; THENCE SOUTH 11°58'09" WEST, 2.29 FEET TO A POINT THAT IS 35 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE THAT IS 35 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 2902.4 FEET, WHOSE CHORD BEARS NORTH 82°48'00" WEST, 219.30 FEET, A DISTANCE OF 219.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 68TH STREET; THENCE NORTH 00°48'08" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STREET 708.44 FEET; THENCE NORTH 43°45'01" EAST, 7.13 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET; THENCE NORTH 88°18'10" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STREET 115.00 FEET; THENCE NORTH 88°07'25" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STREET 254.92 FEET TO THE POINT OF BEGINNING.

TAX KEY NO. 453-0776-003

ADDRESS: 1706 SOUTH 68TH STREET

Exhibit A

EXHIBIT H

Guaranty of Performance

GUARANTY

THIS GUARANTY ("Guaranty") made as of January 29, 2020, by UHS of Delaware, Inc. ("Guarantor"), to and for the benefit of the CITY OF WEST ALLIS, its successors and assigns, ("City").

RECITALS

A. UHS OF DELAWARE, INC., a Delaware company (the "Developer"), the CITY OF WEST ALLIS, a Wisconsin municipal corporation (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") have entered into a purchase and sale agreement (the "Purchase and Sale Agreement") for the purchase and the sale of approximately 7.519 acres of land located at 1706 S. 68th St. in the City of West Allis, Wisconsin, tax key parcel 453-0776-003 (the "Property"), a development agreement of even date herewith (the "Development Agreement") pursuant to which the Developer agreed to, among other matters, construct an estimated 120 bed, behavioral health care facility with an anticipated construction value of \$25 million and have an estimated 200 employees (the "Project", as such term in fully defined in the Development Agreement); and a development finance agreement of even date herewith (the "Development Finance Agreement") pursuant to which the City agreed to, among other matters, provide financial assistance to the Developer in furtherance of the development (the "City Investment") and construction (the "Construction") of the Project. The Purchase Agreement, Development Agreement and Development Finance Agreement are collectively referred to herein as the "Agreements."

B. Guarantor will derive material financial benefit from the City Investment.

C. Guarantor is willing to enter into this Guaranty of the performance of its obligations to construct the Project.

D. It is a condition precedent to City's willingness to enter into the Agreements that the Guarantor guaranty to the City the full performance and completion of the Obligations (as defined below) and the full, prompt and faithful payment of all amounts owed to the City under the Agreements.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing and to induce the City to enter into the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Guarantor hereby covenants and agrees as follows:

1. Guarantor, absolutely, unconditionally, and irrevocably guarantees the full, complete and punctual observance, performance and satisfaction of the obligations, duties, covenants and agreements of Developer under the Agreements with respect to the completion of Construction of the Project free of any claim for mechanics', materialmen's or any other liens, and in accordance with (1) all laws, (2) the Project Plans, and (3) the time periods and other requirements set forth in the Agreement, including, without limitation, the following:

(a) To perform, complete and pay for (or cause to be performed, completed and paid for) the Construction and to pay all costs of said Construction (including any and all cost overruns) and all other costs associated with the construction of the Project (including, without limitation, the costs of any architects' and engineers' fees), if Developer shall fail to perform, complete or pay for such work, including any sums expended in excess of the amount of indebtedness incurred by Developer under the Agreements, whether or not the Construction is actually completed;

(b) If any mechanics' or materialmen's liens should be filed, or should attach, with respect to the Project by reason of the Construction, to immediately cause the removal of such liens, or post security against the consequences of their possible foreclosure and procure an endorsement(s) to the title policy insuring City against the consequences of the foreclosure or enforcement of such lien(s);

(c) If any chattel mortgages, conditional vendor's liens or any liens, encumbrances or security interests whatsoever should be filed, or should attach, with respect to the personal property, fixtures, attachments and equipment delivered upon the Project and owned by Developer, attached to the Project or used in connection with the Construction, to timely cause the removal of such lien(s) or post security against the consequences of their possible foreclosure and procure an endorsement(s) to the title policy insuring City against the consequences of the foreclosure or enforcement of such lien(s); and

(d) To pay the premiums for all policies of insurance required to be furnished by Developer pursuant to the Agreements during the Construction if such premiums are not paid by Developer;

All obligations described in this Section 1 are referred to herein as the "Obligations." "Obligations" hereunder shall be limited to those obligations in the Agreements regarding construction of the Project and Developer's performance thereof. Obligations shall expressly not include any obligations that extend beyond the issuance of a Certificate of Completion, including, without limitation, any anticipated value or expected employment, it being the intent of this Guaranty to be limited to performance of the construction of the Project in accordance with (1) all laws, (2) the Project Plans, and (3) the time periods and other requirements set forth in the Agreement.

2. In the event of any default by Developer in performance of the Obligations and the expiration of any applicable cure or grace period, Guarantor agrees, on demand by the City (which demand may be made concurrently with notice to Developer that Developer is in default of its obligations past any cure periods), to perform all the Obligations. After Developer is beyond any applicable cure period, the City shall have the right, at its option, either before, during or after pursuing any other right or remedy against Developer or Guarantor, to perform any and all of the Obligations by or through any agent, contractor or subcontractor of its selection, all as the City in its sole, but reasonable, discretion deems proper, and Guarantor shall indemnify and hold the City free and harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the exercise of its rights under this Guaranty or the performance of the Obligations, except to the extent such loss, damage, cost, expense, injury, or liability arises from the negligence of the City or its agents.

2.1 During the course of any Construction undertaken by the City or any other party on behalf of City in accordance with the terms of this Guaranty, Guarantor shall pay on demand any amounts due to contractors, subcontractors, and material suppliers and for permits and licenses necessary or desirable in connection therewith. Guarantor's obligations in connection with such work shall not be affected by any errors or omissions of the general contractor, architect, the City's consultant or any subcontractor or agent or employee of any of the foregoing in the design, supervision, and performance of the work; it being understood that such risk is assumed by Guarantor. Neither the completion of the Construction nor failure of said party to complete the Construction shall relieve Guarantor of any liabilities hereunder; rather, such liability shall be continuing and may be enforced by City until the Construction shall be timely completed, lien-free, without loss, cost, expense, injury or liability of any kind to City, except through the negligence of City or its agents.

2.2 All of the remedies set forth herein and/or provided for in the Agreements, or at law or equity shall be available to City, including without limitation the right to sue for specific performance, the benefit of the bargain, or actual damages incurred, and the choice by City of one such alternative over another shall not be subject to question or challenge by Guarantor or any other person, nor shall any such choice be asserted as a defense, setoff, or failure to mitigate damages in any action, proceeding, or counteraction by City to recover or seeking any other remedy under this Guaranty, nor shall such choice preclude City from subsequently electing to exercise a different remedy. The parties have agreed to the alternative remedies hereinabove specified in part because they recognize that the choice of remedies in the event of a failure hereunder will necessarily be and should properly be a matter of good faith business judgment, which the passage of time and events may or may not prove to have been the best choice to maximize recovery by City at the lowest cost to Developer and/or Guarantor. It is the intention of the parties that such good faith choice by City be given conclusive effect regardless of such subsequent developments.

3. Guarantor does hereby (a) waive notice of acceptance of this Guaranty by City and any and all notices and demands of every kind which may be required to be given by any statute, rule or law, (b) waive presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, diligence in collection and any and all formalities which otherwise might be legally required to charge Guarantor with liability, and (c) waive any failure by the City to inform Guarantor of any facts the City may now or hereafter know about the Developer, the Project, or the transactions contemplated by the Agreements, it being understood and agreed that City has no duty so to inform and that Guarantor is fully responsible for being and remaining informed by Developer of all circumstances bearing on the risk of nonperformance of the Obligations.

4. This is an absolute, present and continuing guaranty of performance and completion and not of collection. Guarantor agrees that this Guaranty may be enforced by the City without the necessity at any time of resorting to or exhausting any other security or collateral given in connection herewith or with the Agreements, and Guarantor hereby waives any right to require the City to join Developer in any action brought hereunder or to commence any action against or obtain any judgment against Developer or to pursue any other remedy or enforce any other right. Guarantor further agrees that nothing contained herein or otherwise shall prevent the City from pursuing concurrently or successively all rights and remedies available to it at law and/or in equity or under the Agreements, and the exercise of any rights or the completion of any remedies shall not constitute a discharge of Guarantor's Obligations hereunder, it being the

purpose and intent of Guarantor that the Obligations of Guarantor hereunder shall be absolute, independent and unconditional under any and all circumstances whatsoever except as specifically set forth herein. None of Guarantor's obligations under this Guaranty or any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Developer under the Agreements or by reason of the bankruptcy of the Developer or by reason of any creditor or bankruptcy proceeding instituted by or against the Developer.

5. Without limitation, lessening or affecting in any manner whatsoever the liability of the Guarantor under this Guaranty, the City may, with or without consideration, and without notice to the Guarantor:

(a) Grant Developer extensions of time to perform its obligations to the City, or any other indulgences under the Agreements;

(b) Take, give up, modify, vary, exchange, release, substitute, renew or abstain from perfecting or taking advantage of any security for Developer's obligations under the Agreements; and

(c) Accept or make compromises or other arrangements with Developer under the Agreements, realize on any security for the Agreements and otherwise deal with Developer and other parties and security as the City may deem expedient.

6. Guarantor shall remain liable under this Guaranty notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor until the date on which the Obligations are fully performed and completed in accordance with the Agreements. Discharge of the Obligations covered by this Guaranty under the Federal Bankruptcy Code or under any other state or federal bankruptcy, insolvency or similar proceeding shall not affect the liability of Guarantor. Upon the date on which the Obligations are fully performed and completed in accordance with the Agreements, the City shall provide the Guarantor an instrument terminating this Guaranty.

7. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service or (d) if by telecopier on the day of transmission so long as copy is sent on the same day by overnight courier as set forth below:

Guarantor: UHS of Delaware, Inc.
Attn: Office of the General Counsel
367 South Gulph Road
King of Prussia, PA 19406

City: City of West Allis
Attn: City Administrator
7525 West Greenfield Avenue, Room 123
West Allis, WI 53214

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

8. This Guaranty shall be binding upon the heirs, executors, legal and personal representatives, successors and assigns of Guarantor and shall not be discharged in whole or in part by the death of Guarantor.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

10. **GUARANTOR KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY, THE OBLIGATIONS OR ANY CONDUCT, ACT OR OMISSION OF CITY, AND AGREE AND CONSENT THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO CITY TO ENTER INTO THE DEVELOPMENT AGREEMENT WITH THE DEVELOPER.**

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty under seal as of the date first written above.

GUARANTOR:

UHS OF DELAWARE, INC.

By: _____
Steve Felton, Executive Vice President &
Chief Financial Officer