

COLLABORATION AGREEMENT

Between and among

DISTRICT OF COLUMBIA

and

UNIVERSAL HEALTH SERVICES, INC.

and

UHS EAST END SUB, LLC

and

UHS BUILDING SOLUTIONS, INC.

Dated as of September 10, 2020

Table of Contents

	Page
ARTICLE 1 COLLABORATION AND GOALS.....	2
1.1. Goals of Collaboration.....	2
1.2. Framework for Collaboration	4
1.3. Coordination	5
ARTICLE 2 COMMUNITY ENGAGEMENT.....	5
2.1. Community Engagement Plan	5
2.2. Community Investments and Commitments.....	5
ARTICLE 3 TERM AND TERMINATION	5
ARTICLE 4 GENERAL PROVISIONS	6
4.1. Entire Agreement.....	6
4.2. Amendments	6
4.3. Severability	6
4.4. Counterparts.....	6
4.5. No Implied Waivers.....	6
4.6. Interpretations	6
4.7. Time of Performance	7
4.8. Notices	7
4.9. Third-Party Beneficiaries.....	8
4.10. Waiver of Jury Trial.....	8
4.11. Anti-Deficiency Limitations	8
4.12. No Joint Venture.....	9
4.13. Litigation.....	9
4.14. Joint Preparation	9
4.15. Further Assurances.....	9
4.16. Law Applicable; Forum for Disputes	9
4.17. Conflict of Interests; Representatives Not Individually Liable	9
4.18. Survival	10
4.19. Assignment	10
4.20. Guaranty of Operating Entity and Development Entity Obligations.....	10
Exhibit A Development Agreement.....	A-1

Exhibit B Lease Agreement	B-1
Exhibit C Hospital Operations Agreement	C-1

COLLABORATION AGREEMENT

This Collaboration Agreement (this “**Agreement**”) is entered into as of September 10, 2020 (the “**Effective Date**”), between and among the **DISTRICT OF COLUMBIA**, a municipal corporation (the “**District**”), Universal Health Services, Inc. (“**UHS**”), UHS East End Sub, LLC, a wholly-owned subsidiary of UHS (including any permitted successor or assignee, “**Operating Entity**”), and UHS Building Solutions, Inc., a wholly-owned subsidiary of UHS (including any permitted successor or assignee, “**Development Entity**”). The District, UHS, Operating Entity, and Development Entity each is referred to individually herein as a “**Party**” and collectively are referred to as the “**Parties**” to this Agreement.

RECITALS:

A. WHEREAS, the District is committed to enhancing access to high-quality, affordable health care for all residents and desires to ensure that inpatient and outpatient health care services are available to residents of Wards 7 and 8;

B. WHEREAS, the development of a new acute-care community hospital on the St. Elizabeths East Campus (including the inpatient facility (the “**Inpatient Hospital**”) and associated ambulatory pavilion and outpatient facilities (the “**Ambulatory Facility**”), together with the Inpatient Hospital, the “**Hospital**”) and multistory parking garage that will primarily serve the Hospital, its patients, visitors, and staff, and others with business at the Hospital (the “**Parking Facility**”) that will continue the District’s commitment to reinvesting in its communities and bringing world-class amenities to its residents, including access to comprehensive and quality health care services is a major goal of the District;

C. WHEREAS, in recognition of its commitment to ensuring construction of the Hospital and Parking Facility and enhanced access to health care services for its residents, the District approved, in the fiscal year 2019 six-year capital budget, the allocation and expenditure of up to three hundred seventy-five million dollars (\$375,000,000) for the development and construction of the Hospital and Parking Facility;

D. WHEREAS, the District has determined that it is in the best interest of the residents of the District of Columbia for the District to engage a private entity or entities with expertise in hospital design, construction, and operation to construct and operate the Hospital and Parking Facility;

E. WHEREAS, after construction, the District desires to own the Hospital and Parking Facility and to have the Hospital and Parking Facility leased, operated, maintained, and governed by an existing, highly qualified, financially strong, private third-party entity with significant health care delivery experience and a robust health delivery system;

F. WHEREAS, the District also seeks to expand health care options for its residents through additional private-sector health care investments in Wards 7 and 8, such as through the establishment and operation of urgent care facilities by private health care providers;

G. WHEREAS, George Washington University Hospital (“**GWUH**”) is owned and operated by District Hospital Partners, L.P. (“**DHP**”), a partnership between The George

Washington University and UHS of DC, Inc., an affiliate of UHS, one of the nation's largest health care management companies;

H. WHEREAS, GWUH, a 395-bed tertiary/quaternary teaching hospital located at 900 23rd Street, NW, with associated ambulatory and outpatient facilities (collectively, the "Foggy Bottom Facility"), is a key component of an integrated health care delivery system;

I. WHEREAS, Operating Entity is a wholly-owned subsidiary of UHS that, for purposes of the instant transaction with the District, will perform all rights and obligations set forth within this Agreement, the Hospital Operations Agreement (defined herein), and the Lease Agreement (defined herein);

J. WHEREAS, the District has determined that UHS and Operating Entity have the requisite experience and expertise in health care operations and delivery, particularly within the District of Columbia, for Operating Entity to lease, operate, and maintain the Hospital (meeting the criteria for the establishment of a new hospital in Washington, D.C.) and Parking Facility and to make other health care investments in Wards 7 and 8 as set out in the Hospital Operations Agreement;

K. WHEREAS, Development Entity is a wholly-owned subsidiary of UHS that, for purposes of the instant transaction with the District, will perform all rights and obligations set forth in the Development Agreement (defined herein);

L. WHEREAS, the District has determined that UHS and Development Entity have the requisite experience and expertise for Development Entity to serve as Program Manager (as defined in the Development Agreement) for design and construction of the Hospital and Parking Facility;

M. WHEREAS, Operating Entity wishes to expand the health care system in Wards 7 and 8, with a full continuum of care coordinated with the Foggy Bottom Facility's higher-level tertiary and quaternary care offerings and clinical faculty partners; and

N. WHEREAS, the District, Operating Entity, and Development Entity have determined that the Hospital and Parking Facility shall be established, and other health care investments made, through a collaboration between the District, Operating Entity, and Development Entity in accordance with the terms set forth herein and the Implementing Agreements (defined herein);

O. NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the District, UHS, Operating Entity, and Development Entity set forth their understandings with respect to this Agreement described below:

ARTICLE 1 COLLABORATION AND GOALS

1.1. Goals of Collaboration. The mutual goals of the Parties include the following:

1.1.1 Providing every resident within the District of Columbia with access to affordable, person-centric, and quality health care services in an appropriate setting, and enhancing access and addressing barriers to hospital inpatient, urgent care, medical specialty, and outpatient surgical services for residents in targeted communities;

1.1.2 Building a new, financially strong, state-of-the-art, acute-care community hospital on the St. Elizabeths East Campus that will provide high quality specialty services and integrate existing and new health care providers to establish solutions to the challenges of health access, equity and quality for Wards 7 and 8 residents;

1.1.3 Utilizing the expertise of UHS, a private sector party with significant health care delivery experience, through Operating Entity, to operate the Hospital and Parking Facility in a manner that best serves the interests of the residents of the District of Columbia and utilizing the expertise of UHS and Development Entity to efficiently assist in the design and construction of the Hospital and Parking Facility in accordance with the terms hereof;

1.1.4 Among other additional private sector health care investments, establishing and operating new urgent care and/or ambulatory care facilities in Wards 7 and 8 to meet the needs of the community;

1.1.5 Establishing an integrated system of care anchored on the campus of St. Elizabeths East Campus by the Hospital, urgent care services operated by Operating Entity, additional investments in health care infrastructure and services, and newly established partnerships with existing and new community providers of primary health care and specialty health care that will improve the health of residents in Wards 7 and 8 and throughout the District of Columbia;

1.1.6 Operating the Hospital, through Operating Entity, in coordination with the Foggy Bottom Facility, to expand the existing integrated health system to the Hospital and Wards 7 and 8, with a full continuum of care with access to the Foggy Bottom Facility's higher-level tertiary/quaternary services and clinical faculty partners;

1.1.7 Promoting engagement in appropriate, quality, and timely primary care services, including preventative, acute, and chronic disease management;

1.1.8 Promoting a comprehensive approach to integrating medical and behavioral health services in primary care, medical specialty care, and behavioral health outpatient clinics;

1.1.9 Promoting evidence-informed and place-based strategies to support individuals with the most prevalent chronic and/or complex conditions;

1.1.10 Reducing inappropriate emergency department utilization;

1.1.11 Increasing availability of high-quality medical specialty services for individuals and families;

1.1.12 Reducing barriers for private practitioners, including local providers, to serve Medicaid patients as valued participants of the health care delivery system;

1.1.13 Promoting well-coordinated, patient-centered care transitions that enhance patients' recoveries, increase independence, and reduce inappropriate hospital readmissions;

1.1.14 Promoting multi-sector collaboration with and across service systems and sectors;

1.1.15 Enhancing health information exchange and technology systems in the District and surrounding region; and

1.1.16 Committing the necessary resources to accomplish the aforementioned goals.

1.2. **Framework for Collaboration.** In furtherance of the goals described in Article 1.1, the Parties have set forth certain details pertaining to the development, lease, and operation of the Hospital and Parking Facility in the implementing agreements (collectively, the "**Implementing Agreements**") described as follows, each of which is attached hereto and which may be amended from time to time in accordance with their terms:

1.2.1 *Development Agreement.* Pursuant to the terms of the Development Agreement, attached hereto as Exhibit A (as may be amended in accordance with its terms, the "**Development Agreement**"), Development Entity shall serve as Program Manager for construction of the Hospital and Parking Facility in accordance with the specifications set forth therein, which include, without limitation, the details of construction, including design and operation requirements, timeline for construction, development and completion milestones, labor and contractor requirements associated with design and construction, and a payment schedule and payment obligations.

1.2.2 *Lease Agreement.* The District shall retain ownership of the facilities and land that comprise Hospital and Parking Facility but shall lease such facilities and land to Operating Entity (*i.e.*, Tenant) under a long-term lease (as may be amended in accordance with its terms, the "**Lease Agreement**"), which is attached hereto as Exhibit B. The Lease Agreement describes the term of Operating Entity's occupancy of the Hospital and Parking Facility and obligations to operate the Hospital in accordance with the terms set forth herein, including the Hospital Operations Agreement (defined below). Pursuant to the terms of the Lease Agreement, Operating Entity may purchase the Hospital and Parking Facility from the District or enter into modified lease terms pertaining to the Hospital and Parking Facility, each of which is subject to Operating Entity's requirements to continue to operate an Inpatient Hospital and Ambulatory Facility, which shall continue to be branded in a manner consistent with the branding of the Foggy Bottom Facility.

1.2.3 *Hospital Operations Agreement.* Operating Entity shall operate the Hospital and Parking Facility in accordance with the hospital operations agreement (as may be amended in accordance with its terms, the "**Hospital Operations Agreement**"), attached hereto as Exhibit C. The Hospital Operations Agreement defines the relationship between Operating Entity and the District with regard to hospital operations, the establishment of other health care facilities and the making of other health care investments, and establishes the type and level of services to be offered in Hospital and performance standards for the provision of these services.

To the extent the terms of any Implementing Agreement conflict with the terms of this Agreement, the terms of the applicable Implementing Agreement shall govern.

1.3. Coordination. From and after the Effective Date until the Ambulatory Facility Opening Date (as defined in the Hospital Operations Agreement) or the date on which the Board of the Hospital is formed (whichever is earlier), Operating Entity shall convene a meeting with the Mayor (or designee(s)) (collectively, the “**Mayor**”) and the employee of UHS or its Affiliate (as defined in Article 1 of the Lease Agreement) who serves as the Chief Executive Officer of GWUH (or designee(s)) no less than quarterly (the “**Coordination Meeting**”) to discuss the status of the Parties’ obligations under this Agreement and the Implementing Agreements, including, without limitation, construction of the Hospital and Parking Facility; the respective financial commitments of the Parties; workforce development; and Operating Entity’s acquisition of the materials and licenses necessary to operate the Hospital and Parking Facility in accordance with the Hospital Operations Agreement. Each Party shall provide any financial, administrative, operational or other information concerning the matters set forth herein that the other Party may reasonably request. In addition to the Coordination Meetings, the Parties or their respective affiliates shall meet regularly, as provided in the Development Agreement, to coordinate construction of the Hospital and Parking Facility and to address any issues that arise in that process.

ARTICLE 2 COMMUNITY ENGAGEMENT

2.1. Community Engagement Plan. To ensure the Hospital and Parking Facility meet the health care needs of the District of Columbia’s residents, and, in particular, the residents of Wards 7 and 8, the Parties shall facilitate meaningful engagement of the community, including health care stakeholders, with regard to the construction and operation of the Hospital and Parking Facility. This community and stakeholder engagement shall be undertaken in accordance with the terms of a Community Engagement Plan to be developed by the Parties pursuant to the Hospital Operations Agreement.

2.2. Community Investments and Commitments. As described in greater detail in the Implementing Agreements, in connection with the construction and operation of the Hospital and Parking Facility, Operating Entity will make a number of community investments and commitments, including providing workforce development opportunities to residents of Washington, D.C., executing agreements with the District setting forth District resident hiring requirements, and executing agreements with the District setting forth certified business enterprise utilization requirements.

ARTICLE 3 TERM AND TERMINATION

The term (“**Term**”) of this Agreement shall commence on the Effective Date and shall continue so long as any Implementing Agreement remains in effect. In the event that all Implementing Agreements have been terminated or expired in accordance with their terms, this Agreement shall have no further force and effect.

ARTICLE 4 GENERAL PROVISIONS

4.1. Entire Agreement. This Agreement, together with the Implementing Agreements, represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior negotiations, representations, or agreements, either written or oral, pertaining to the subject matter of this Agreement.

4.2. Amendments. This Agreement may be amended or modified only in a writing executed by UHS, Operating Entity, Development Entity, and the Mayor. The Mayor shall have the authority to approve on behalf of the District such amendments or modifications as the Mayor shall determine to be in the best interests of the District.

4.3. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, unless this construction would constitute a substantial deviation from the general intent of the Parties as reflected in this Agreement. Furthermore, in such event, the Parties shall immediately amend this Agreement to add a provision that is legal, valid, and enforceable and as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

4.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or e-mail .pdf shall be sufficient for all purposes and shall be binding on any Person who so executes.

4.5. No Implied Waivers. No waiver by a Party of any term, obligation, condition, or provision of this Agreement shall be deemed to have been made, whether due to any course of conduct, continuance or repetition of non-compliance, or otherwise, unless such waiver is expressed in writing and signed and delivered by the Party granting the waiver. No express waiver shall affect any term, obligation, condition, or provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

4.6. Interpretations. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. References herein to sections and exhibits refer to the referenced sections or exhibits hereof unless otherwise specified. The words "herein," "hereof," "hereunder," "hereby," "this Agreement," and other similar references shall be construed to mean and include this Agreement and all exhibits hereto and all amendments to any of them unless the context shall clearly indicate or require otherwise. Any reference in this Agreement to any person includes its successors and assigns (as otherwise permitted under this Agreement) and, in the case of any governmental authority, any person succeeding to its functions and authority. Any reference to a document or agreement, including this Agreement, includes a

reference to that document or agreement as novated, amended, supplemented, or restated from time to time. References to any exhibits shall be construed to mean references to such exhibits as revised from time to time. The terms “include” and “including” shall be construed at all times as being followed by the words “without limitation” or “but not limited to” unless the context specifically indicates otherwise.

4.7. Time of Performance. All dates for performance (including cure) in this Agreement shall expire at 11:59 p.m. (Eastern Time) on the performance or cure date. A performance date which falls on a Saturday, Sunday, District of Columbia recognized holiday, or day in which the District of Columbia government is officially closed for business is automatically extended to the next Business Day (defined herein).

4.8. Notices.

4.8.1 *To District.* Any notices given under this Agreement shall be in writing and delivered (a) by U.S. Certified Mail (return receipt requested, postage pre-paid), (b) by hand, (c) by reputable private overnight commercial courier service, or (d) such other means as the Parties may agree in writing, to the District at the following addresses:

Department of Health Care Finance 441 4th Street, NW, 900S Washington, DC 20001 Attention: Director	and	Department of General Services 2000 14 th Street, NW, 8 th Floor Washington, DC 20009 Attention: Director
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With copies to:

Department of Health Care Finance 441 4th Street, NW, 900S Washington, DC 20001 Attention: General Counsel	and	Department of General Services 2000 14 th Street, NW, 8 th Floor Washington, DC 20009 Attention: General Counsel
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4.8.2 *To UHS.* Any notices given under this Agreement shall be in writing and delivered (a) by U.S. Certified Mail (return receipt requested, postage pre-paid), (b) by hand, (c) by reputable private overnight commercial courier service, or (d) such other means as the Parties may agree in writing, to UHS at the following addresses:

Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
Attention: General Counsel

4.8.3 *To Operating Entity.* Any notices given under this Agreement shall be in writing and delivered (a) by U.S. Certified Mail (return receipt requested, postage pre-paid), (b) by hand, (c) by reputable private overnight commercial courier service, or (d) such other means as the Parties may agree in writing, to Operating Entity at the following addresses:

UHS East End Sub, LLC
c/o Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
Attention: General Counsel

4.8.4 *To Development Entity.* Any notices given under this Agreement shall be in writing and delivered (a) by U.S. Certified Mail (return receipt requested, postage pre-paid), (b) by hand, (c) by reputable private overnight commercial courier service, or (d) such other means as the Parties may agree in writing, to Development Entity at the following addresses:

UHS Building Solutions, Inc.
c/o Universal Health Services, Inc.
367 South Gulph Road
King of Prussia, PA 19406
Attention: Vice President Design and Construction

4.8.5 Notices served upon UHS, Operating Entity, Development Entity, or the District in the manner aforesaid shall be deemed to have been received for all purposes hereunder at the time such notice shall have been: (a) if hand delivered to a Party against receipted copy, when the copy of the notice is receipted; (b) if given by overnight courier service, on the next Business Day after the notice is deposited with the overnight courier service; or (c) if given by certified mail, return receipt requested, postage pre-paid, on the date of actual delivery or refusal thereof. “**Business Day**” means Monday through Friday, inclusive, other than holidays recognized by the District of Columbia government, or days on which the District of Columbia government is officially closed. If notice is tendered under the terms of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been received and shall be effective as of the date provided in this Agreement. The Parties agree that counsel to any of them may provide notice to the other Parties under this Agreement.

4.9. Third-Party Beneficiaries. Except as otherwise expressly provided herein relating to performance guarantee, nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any Party and no third party shall be deemed a third-party beneficiary of this Agreement or any provision hereof.

4.10. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ALL PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.11. Anti-Deficiency Limitations.

4.11.1 UHS, Operating Entity, and Development Entity acknowledge that the District is not authorized to make any obligation in advance or in the absence of lawfully available appropriations and that the District’s authority to make such obligations is and shall remain subject to the provisions of (i) the federal Antideficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code § 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official

Code §§ 47-355.01 – 355.08, as the foregoing statutes may be amended from time to time; and (iv) Section 446 of the District of Columbia Home Rule Act.

4.11.2 UHS Operating Entity, and Development Entity acknowledge and agree that any unauthorized action by the District is void.

4.12. No Joint Venture. The District, UHS, Operating Entity, and Development Entity are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between them, or any third party, a relationship of principal and agent, employment, partnership, or joint venture. There shall be no joint and several liability between the District and any other Party.

4.13. Litigation. UHS, Operating Entity, and Development Entity shall furnish to the District notice of each action, suit, or proceeding before any court or other governmental body or any arbitrator which concern UHS's, Operating Entity's, or Development Entity's ability to fulfill its obligations under this Agreement, in each case no later than the tenth (10th) Business Day after the service of process with respect to such suit or proceeding or UHS's, Operating Entity's, or Development Entity's otherwise obtaining knowledge thereof.

4.14. Joint Preparation. The District, UHS, Operating Entity, and Development Entity each acknowledge that it has thoroughly read and reviewed this Agreement, including all exhibits and attachments thereto, and has sought and received whatever competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein. The language of this Agreement has been agreed to by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party hereto.

4.15. Further Assurances. Each Party agrees to execute and deliver to the other Party such additional documents and instruments as the other Party reasonably may request in order to fully carry out the purposes and intent of this Agreement.

4.16. Law Applicable; Forum for Disputes. This Agreement shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the District of Columbia, without reference to the conflicts of laws provisions thereof. The District, UHS, Operating Entity, and Development Entity agree that any suit, action, or proceeding arising out of this Agreement, or any transaction contemplated hereby, shall be brought exclusively in the (a) the courts of the District of Columbia, and (b) the United States District Court for the District of Columbia. The District, UHS, Operating Entity, and Development Entity irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts named in (a) and (b) above, and hereby further waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

4.17. Conflict of Interests; Representatives Not Individually Liable. No official or employee of the District shall participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any District of Columbia agency, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the District shall be personally liable to Operating Entity or any successor-in-interest or to

Development Entity or any successor-in-interest in the event of any default or breach by the District or for any amount that may become due to Operating Entity or such successor-in-interest or to Development Entity or any successor-in-interest or on any obligations hereunder.

4.18. Survival. The termination or expiration of this Agreement for any reason will not affect the accrued rights or obligations of any Party under this Agreement that by their terms are intended to survive such termination or expiration.

4.19. Assignment. In the event the Lease Agreement is assigned pursuant to Section 10.2.1 thereof, UHS, Operating Entity, and Development Entity shall have the right to assign this Agreement, without the consent or approval of the District, to such Person (as defined in Article 1 of the Lease Agreement) who is an Affiliate to whom the Lease Agreement is assigned. Except as set forth in the immediately preceding sentence, no Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party. If assigned, this Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Where the term "Operating Entity," "Development Entity," or "District" is used in this Agreement, it shall mean and include their respective authorized successors and assigns.

4.20. Guaranty of Operating Entity and Development Entity Obligations. Pursuant to, and in accordance with the terms of, that certain Guaranty Agreement by UHS of even date herewith (the "**Guaranty**"), UHS shall guarantee the performance of Operating Entity and Development Entity under this Agreement, the Development Agreement, the Hospital Operations Agreement, and the Lease Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

DISTRICT OF COLUMBIA, a municipal corporation



Name: Muriel Bowser
Title: Mayor

UNIVERSAL HEALTH SERVICES, INC.



Name: Marc Miller
Title: President

UHS EAST END SUB, LLC



Name: Marc Miller
Title: President

UHS BUILDING SOLUTIONS, INC.



Name: Steve Filton
Title: Vice President

Exhibit A
Development Agreement

Exhibit B
Lease Agreement

Exhibit C

Hospital Operations Agreement