

FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment") is made effective as of October 26, 2015 (the "Date of this Amendment"), by and between DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company, its successors or assigns ("Buyer"), and THE CITY OF MARQUETTE, MICHIGAN ("Seller"; Buyer and Seller collectively referred to as the "Parties").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Real Estate Purchase and Sale Agreement, dated August 3, 2015 (the "Contract"), whereby Buyer agreed to purchase from Seller that certain real property in Marquette County, Michigan, located south of Washington Street, west of 7th Street, and north of U.S. Highway -11 and consisting of approximately thirty-seven (37) acres, as more particularly described in the Contract as the "Property".

WHEREAS, Buyer and Seller now desire to amend the Contract in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the premises and the agreements and covenants contained herein, the Parties agree as follows:

1. Inspection Period. As of the Date of this Amendment, the Contract is hereby generally amended to extend the Inspection Period until December 1, 2015. Notwithstanding any provision to the contrary in the Contract, the Inspection Period shall expire at 11:59 p.m. CST on December 1, 2015.

2. Miscellaneous.

a. Continuing Effect; Conflicts. Except as amended by this Amendment, the Contract is not otherwise amended, and the Contract is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall control.

b. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

c. Capitalized Terms. Capitalized terms used in this Amendment and not defined herein shall have the meaning given to such terms in the Contract.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the day and year first above written.

Approved as to Form:

Ronald D. Keefe
Ronald D. Keefe, City Attorney

SELLER:

CITY OF MARQUETTE, MICHIGAN

By: L. M. Angeli
Printed Name: L. Michael Angeli
Printed Title: City Manager
Date of signature: 10/26/15

and

By: Kristin M. Hazzres
Printed Name: KRISTIN M. HAZZRES
Printed Title: City Clerk
Date of signature: 10/26/15

BUYER:

DLP MARQUETTE GENERAL HOSPITAL,
LLC, a Michigan limited liability company

By: DLP Marquette Holding Company, LLC, a
Delaware limited liability company

Its Sole Owner

By: Thomas A. Botte Jr.
Printed Name: Thomas A. Botte Jr.
Printed Title: CFO
Date of signature: 10/27/2015