

**SECOND AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Amendment") is made effective as of November 30, 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, as amended by that certain First Amendment, dated October 26, 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 7<sup>th</sup> Street, and north of U.S. Highway 41 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 15, 2015. Notwithstanding any provision to the contrary in the Contract, the Inspection Period shall expire at 11:59 p.m. CST on December 15, 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.

SELLER:

CITY OF MARQUETTE, MICHIGAN

By: L. M. Angeli  
Printed Name: L. Michael Angeli  
Printed Title: City Manager

and

By: Kris M. Hazeres  
Printed Name: Kris M. Hazeres  
Printed Title: City Clerk

Approved as to Form:

Ronald D. Keefe  
Ronald D. Keefe, City Attorney


[signature of Buyer on following page]

**BUYER:**

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

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

**Its: Sole Member**

By:   
Printed Name: Thomas H. Butler, Jr.  
Printed Title: CFO