

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to that certain Asset Purchase Agreement (the “**Amendment**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and among Bell Memorial Hospital, a Michigan nonprofit corporation (“**BMH**”), Bell Medical Center, a Michigan nonprofit corporation (“**BMC**” and, together with BMH, “**Seller Group**”), and Acquisition Bell Hospital, LLC, a Michigan limited liability company (“**Buyer**”).

**WHEREAS**, the parties have entered into an Asset Purchase Agreement, dated as of June 19, 2013 (the “**Agreement**”), by and among Seller Group and Buyer, pursuant to which Seller Group agreed to sell, transfer, convey and deliver to Buyer all of Seller Group’s right, title and interest in and to the Assets and Buyer agreed to assume the Assumed Liabilities of Seller Group;

**WHEREAS**, Section 11.16 of the Agreement provides that the Agreement may be amended by subsequent written instrument duly executed by the parties hereto; and

**WHEREAS**, the parties desire to amend the Agreement as set forth below.

**NOW, THEREFORE**, in accordance with the terms of the Agreement and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended, and the parties hereby agree as follows:

1. **Amendments.**

(a) Footnote 2 on Schedule 2.1 of the Agreement is amended by adding at the end of the first sentence thereof “(the “Cash Balance”).

(b) A Section 2.1(A)(v) of the Agreement is amended to read as follows:

“(v) the amount of all other outstanding liabilities of Seller Group being assumed by Buyer, which the Seller Group and the Buyer have agreed shall be \$6,000,000”

(c) Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1 **Closing.** Subject to the satisfaction or waiver by the applicable party of the conditions precedent to Closing specified in Articles 7 and 8 hereof, the consummation of the transactions contemplated by and described in this Agreement (the “Closing”) shall take place on November 30, 2013, or at such later date and/or at such other location as Buyer and Seller Group may mutually designate in writing (the “Closing Date”). The Closing shall be effective as of 12:01 a.m. on December 1, 2013, or such other date and time as the parties may agree in writing (the “Effective Time”).”

2. **Schedules.** Pursuant to Section 11.19(b) of the Agreement, attached to Exhibit A are the updated Disclosure Schedules to the Agreement which are marked to indicate all changes from the original Disclosure Schedules.

3. **Capitalization.** Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

4. **Conflicts; Ratification.** To the extent that any provisions of this Amendment are inconsistent with the terms of the Agreement, this Amendment will constitute an amendment to the Agreement pursuant to Section 11.16 thereof. The balance of the terms of the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for any purposes whatsoever.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, the undersigned have executed and acknowledged the approval of this Amendment as of the date first above written.

ACQUISITION BELL HOSPITAL, LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BELL MEMORIAL HOSPITAL,  
a Michigan nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BELL MEDICAL CENTER,  
a Michigan nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_