

Marshfield Clinic Health System, Inc.

1000 North Oak Avenue
Marshfield, Wisconsin 54449

February 1, 2022

Dickinson County Healthcare System
Attn: Charles Nelson, Chief Executive Officer
1721 South Stephenson Avenue
Iron Mountain, MI 49801

Dear Chuck:

This letter agreement ("Letter Agreement") sets forth the understanding between MCHS Hospitals, Inc. ("MCHS Hospitals") and Dickinson County Healthcare System ("DCHS", and together with MCHS Hospitals, the "Parties" and each individually, a "Party") regarding certain closing matters in connection with the certain Affiliation Agreement dated January 7, 2022 by and among MCHS Hospitals, Marshfield Clinic Health System, Inc., DCHS, and Dickinson Hospitals' Foundation (the "Affiliation Agreement"). All capitalized terms used but not defined herein shall have the meanings attributed to them in the Affiliation Agreement.

In consideration and anticipation of the closing of the Affiliation Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Closing Conditions. Pursuant to the terms of the Affiliation Agreement, DCHS is obligated to fulfill certain conditions and deliver to MCHS Hospitals certain items and documents set forth in Section 8.2 and elsewhere in the Affiliation Agreement at or prior to the Closing ("Closing Conditions"). Solely for the purpose of proceeding to Closing, MCHS Hospitals hereby acknowledges that, notwithstanding the fact that the following Closing Conditions remain outstanding as of the date hereof, MCHS Hospitals desires to proceed to Closing and hereby waives any right to delay the Closing relating to the same (the "Waived Closing Conditions"):

- a. The Third Party Consent relating to the certain Master Service Agreement dated effective January 8, 2021 by and between DCHS and Compass Group USA, Inc., as required by Section 8.2(e) of the Affiliation Agreement;
- b. An executed foreign status certificate pursuant to Section 1445 of Code, as required by Section 8.2(f);
- c. Subject to Paragraph 2 hereof, below, the necessary approvals relating to the USDA Loan, as required by Section 6.11 of the Affiliation Agreement;
- d. Proof of negative legionella test on the hot and cold water systems at Dickinson County Memorial Hospital, as required by Section 6.16 of the Affiliation Agreement;

e. The requirement of repayment of the outstanding tax-exempt bonds as set forth in Section 6.17, as the same pertains to the 2004 bonds which were addressed via a forbearance agreement; and

f. Any of the agreements contemplated by Section 6.14(b) of the Affiliation Agreement that may remain outstanding as of the Closing.

Notwithstanding the foregoing, DCHS hereby agrees to continue using good faith efforts to obtain and deliver to MCHS Hospitals the Waived Closing Conditions after the Closing Date.

2. USDA Loan. In the event the approvals relating to the USDA Loan are not received by February 2, 2022, the Parties intend that DCHS will repay the USDA Loan on no later than the date on which the Amendment No. 2 to the DCHS Articles of Incorporation is effective, with funds advanced by MCHS to DCHS pursuant to the terms of a Promissory Note in a form acceptable by each of the Parties.

3. Closing Date. The Parties hereby agree that, for purposes of Section 8.1 of the Affiliation Agreement, the term "Closing Date" shall be deemed to be February 1, 2022, notwithstanding that that Amendment No. 2 may not be effective until a later date.

4. Termination. The obligations set forth in this Letter Agreement shall terminate upon the termination of the Affiliation Agreement.

5. Counterparts. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Letter Agreement. The Parties may deliver executed electronic signature pages to this Letter Agreement.

6. Effect. Except as explicitly described herein, the terms of the Affiliation Agreement shall remain valid and continue in full force and effect.


Sincerely yours,



Gordon T. Edwards
Chief Operations and Financial Officer
MCHS Hospitals, Inc.

Agreed to this 1st day of February, 2022:

DICKINSON COUNTY HEALTHCARE SYSTEM

By: 
Name: CHARLES NELSON
Title: CHIEF EXECUTIVE OFFICER

[Countersignature Page to Letter Agreement re Closing Conditions to Affiliation Agreement]

Pavon, Martha

From: David Alexa <David.Alexa@dchs.org>
Sent: Friday, May 20, 2022 1:31 PM
To: Parker, Bryan
Subject: [External_Sender] FW: Nuclear Regulatory Commission
Attachments: MCHS-DCHS Fully Executed Closing Side Letter.pdf

Hi Bryan,

Please see attached.

Thank you

David Alexa, RT(R)(CT), CIIP

Manager of Imaging Services
RIS/PACS Administrator
Dickinson County Healthcare System
906-776-5793
David.Alexa@dchs.org
Upcoming OOO: Fri 4/15, Fri 5/27

Confidentiality Notice:

This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. As required by federal and state laws, you need to hold this information as privileged and confidential.

This message may contain Protected Health Information (PHI). PHI is personal and sensitive information related to a person's health care. It is being emailed to you after appropriate authorization from the patient or under circumstances that do not require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without additional patient consent or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is **Strictly Prohibited**. If you have received this communication in error, please notify the sender and destroy all copies of this communication and any attachments.

Dickinson County Healthcare System, 1721 S. Stephenson Ave. Iron Mountain, MI 49801, www.dchs.org

Pavon, Martha

From: Parker, Bryan
Sent: Friday, May 20, 2022 2:02 PM
To: Pavon, Sandy; Pavon, Martha
Cc: Tomczak, Tammy
Subject: Please add AI to CN629527
Attachments: [External_Sender] FW: Nuclear Regulatory Commission; 629527 AI 665.pdf

Hey Sandy and Martha,

Please add the attached Additional Info to CN629527 – change-of-control for Dickinson Co. Mem. Hospital. A 665 is also attached.

I need it to complete the action that is due soon.

If you have any questions, please let me know.

Thanks.

Bryan