

AGENDA

SPECIAL MEETING LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU University Administration Building
Baton Rouge, Louisiana

**Wednesday, October 1, 2014
10:30am**

Ms. Ann Duplessis, Chair

PUBLIC COMMENTS

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsusystem.edu/index.php/board-of-supervisors/public-comments/>

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed May 29, 2013 by and among LSU Board of Supervisors, Louisiana's Children's Medical Center Management Corporation, and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of the Medical Center of Louisiana at New Orleans and related facilities.
4. Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed May 17, 2013 by and among LSU Board of Supervisors, Lafayette General Health System, Inc., and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of the University Medical Center at Lafayette.
5. Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed June 24, 2013 by and among LSU Board of Supervisors, Southwest Louisiana Hospital Association D/B/A Lake Charles Memorial Hospital, and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of Dr. Walter O. Moss Regional Medical Center.

6. Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed January 14, 2014 by and among LSU Board of Supervisors, a nonprofit affiliate of the Franciscan Missionaries of Our Lady Health System (Our Lady of Angels), and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of Washington St. Tammany Medical Center D/B/A as Bogalusa Medical Center.
7. Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed September 30, 2013 by and among LSU Board of Supervisors, Biomedical Research Foundation of Northwest Louisiana; BRF Hospital Holdings, L.L.C., and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of LSU Medical Center-Shreveport in Shreveport and E.A. Conway Medical Center in Monroe.
8. Adjournment

If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154.

**Summary of Proposed Changes
to
Amended and Restated Cooperative Endeavor Agreements**

Prepared for:

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College**

September 29, 2014

1. Louisiana Children’s Medical Center (partner) and University Medical Center Management Corporation (operating subsidiary)
2. Biomedical Research Foundation of Northwest Louisiana (partner) and BRF Hospital Holdings, L.L.C. (operating subsidiary)
3. Lafayette General Health System (partner) and University Hospital and Clinics (operating subsidiary)
4. Our Lady of the Angels Hospital, Inc. (partner)
5. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital (partner)

Background

LSU owns and previously operated a ten-hospital system in the State of Louisiana.¹ Through a series of Cooperative Endeavor Agreements (“CEAs”) among LSU and the State of Louisiana, acting through the Division of Administration (“DOA”) and Department of Health and Hospitals (“DHH”), (i) private entities leased or otherwise obtained the right to occupy and assumed responsibility for the operations of the six hospitals previously operated by LSU in New Orleans, Shreveport, Monroe, Lafayette, Bogalusa and Houma, and (ii) the LSU hospitals in Baton Rouge, Lake Charles and Pineville were closed pursuant to legislative authorization and responsibility for providing care to the patients previously served by those facilities was assumed by the private partners. Lallie Kemp Medical Center in Independence continues to be owned and operated by LSU.

The State of Louisiana, acting through DHH, makes Medicaid payments to hospitals when authorized to do so by a provision in the State Medicaid plan (a State Plan Amendment, or “SPA”) approved by the federal government through the Centers for Medicare and Medicaid Services (“CMS”). When LSU operated the 10-hospital system, DHH was authorized to provide

¹ The 10 hospitals were Earl K. Long Medical Center in Baton Rouge, the Medical Center at New Orleans d/b/a Interim LSU Public Hospital, University Hospital in Lafayette, W.O. Moss Medical Center in Lake Charles, Bogalusa Medical Center, Huey P. Long Medical Center in Pineville, LSU Medical Center in Shreveport, E.A. Conway Medical Center in Monroe, Leonard J. Chabert Medical Center in Houma and Lallie Kemp Medical Center in Independence.

LSU with certain Medicaid funding that is in addition to the insurance-like coverage provided to Medicaid beneficiaries. This additional Medicaid funding is designed to compensate for the high level of uncompensated care (i.e., care provided to uninsured, low-income patients not eligible for Medicaid) provided by those hospitals under an approved SPA applicable to **public** hospitals. Under the CEAs, those additional Medicaid funds need to be directed to the **private** partner hospitals. Accordingly, DHH sought approval of a SPA to allow DHH to make the Medicaid funds previously available to LSU available to LSU's private hospital partners. This approach previously received CMS approval when LSU, the State and Our Lady of the Lake Hospital ("OLOL") entered into the CEA under which OLOL agreed to provide care to patients formerly served by Earl K. Long Medical Center, and CMS approved a SPA authorizing DHH to pay OLOL, a private hospital, consistent with the terms of the CEA.

Notwithstanding CMS's previous approval of the SPA for the OLOL transaction, however, CMS subsequently refused to approve a SPA to authorize DHH to make the necessary additional Medicaid payments to certain of the private hospital partners. More specifically, according to DHH, CMS would not approve a SPA allowing for payment to certain private partners if the State was also contractually committed to make those payments to the private partner under the "Required Funding" provisions in the CEA.² After weeks of discussions between DHH and CMS, it became apparent, according to DHH, that CMS will not approve the necessary SPA unless the State's "Required Funding" commitments to LSU's private partners are deleted from the CEAs. Instead, the partners must rely on the SPA to assure they will receive the additional Medicaid funding necessary to operate the hospitals.

As originally drafted and agreed to by the parties, the partners' commitments to perform their obligations under the CEAs are firm, contingent on receipt of the "Required Funding." The absence of a contractual funding commitment by the State, as apparently mandated by CMS, fundamentally changed the parties' expectations. This fundamental change in the parties' expectations necessitated fundamental changes to the CEAs.

Amended and Restated CEAs

1. Summary of Significant Changes Consistent Across the Transactions:

- The Amended and Restated CEA supersedes the original CEA in its entirety as of the Effective Date of the original CEA. No party has any rights or obligations under the original CEA. Rather, the parties' rights and obligations are fully governed by the Amended and Restated CEA.
- DHH is removed as a named party with obligations under the CEAs, and any reference to Required Funding or other State funding obligations for patient care have been deleted.

² As noted, CMS previously approved a SPA authorizing DHH to make additional payments to OLOL in accordance with a CEA that includes "Required Funding" commitments from the State. Similarly, the CEA for Leonard J. Chabert in Houma includes "Required Funding" commitments from the State, but a new SPA is not necessary to allow payment to the private partner operator in that transaction because Medicaid payments from the State flow through a public hospital intermediary under the existing public hospital SPA.

- Each partner has the right to terminate the CEA at its convenience, with or without cause, on 60 days' prior written notice.³
- Although each partner has the ability to exit the transaction on 60 days' notice, the CEAs give LSU the option, in lieu of terminating the CEA, to force the partner's withdrawal from its operating subsidiary, while the operating subsidiary remains in place. Partner withdrawal, rather than CEA termination, would provide for better continuity of hospital operations to the extent the operating subsidiary has workforce and other infrastructure in place.⁴
- Each partner's obligation to continue providing "Core Services" (significant services provided by the LSU hospitals prior to the CEAs) and "Key Service Lines" (services provided by the LSU hospitals prior to the CEAs and necessary to support LSU's GME programs) is more limited than under its original CEA.
- LSU has the right to terminate the CEA on 60 days' advance notice if the partner does not operate the hospital consistent with LSU's public mission.⁵

2. Summary of Additional Significant Transaction-Specific Changes

- In New Orleans, the parties agreed to remove certain provisions addressing the academic relationship between UMCMC and the Health Sciences Center from the CEA and address those provisions in more detail in a Master Academic Affiliation Agreement.
- In New Orleans, the parties agreed to certain additional financial terms between UMCMC and LCMC that will take effect upon LCMC's withdrawal as the sole member of UMCMC.
- In New Orleans, the parties agreed that LCMC's guaranty of UMCMC's lease payment obligation to LSU will terminate upon LCMC's notice of its withdrawal as the sole member of UMCMC.
- In Lafayette, the Lafayette General Health System no longer guarantees UHC's lease payment obligations to LSU.

³ The ability to terminate for convenience on short notice was a fundamental condition of all of the partners to moving forward absent a contractual commitment from the State to provide funding. LSU sought a mutual right to terminate for convenience but none of the partners would agree.

⁴ The ability to exit the CEA on short notice is an essential term for the partners. LSU negotiated extensively for the withdrawal provisions. While the partners were committed to smooth transitions and long wind-down periods when the State was committed to continue funding during those periods, the partners are not willing to make those commitments absent any funding commitment from the State. The withdrawal provisions are somewhat different in Bogalusa because OLAH is not an operating subsidiary, but the practical effect is the same. The withdrawal option is not applicable in Lake Charles because there are no ongoing hospital operations and there is no operating subsidiary under that CEA.

⁵ In New Orleans and Shreveport the partners agreed that LSU can terminate or force the partner's withdrawal on 60 days' notice if the partner fails to operate the hospital consistent with the Public Purpose as stated in Article I, as the parties agreed in the original CEA, and as retained in the Amended and Restated CEA. In Lafayette and Bogalusa, the partners would not agree to the same provisions, but the parties ultimately agreed that LSU has a right to terminate on 60 days' notice if the partner "fails to perform its [patient care] obligations set forth in Article III or takes any action or inaction contrary to or not substantially in accordance with industry standards (for academic medical centers of similar size and scope) applied to improving the balance of clinical care and improving LSU's education and training mission in light of best practices in academic medicine, and such has a material adverse impact on the Public Purpose of this CEA." This provision is not applicable in Lake Charles because there are no ongoing hospital operations under that CEA.

AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT

BY AND AMONG

LOUISIANA CHILDREN'S MEDICAL CENTER;

**UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION;**

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE;**

THE LOUISIANA DIVISION OF ADMINISTRATION;

AND

**THE STATE OF LOUISIANA
THROUGH THE DIVISION OF ADMINISTRATION**

EFFECTIVE MAY 29, 2013

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AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT (“CEA” or “Agreement”) is made and entered into effective the 29th day of May, 2013 (“Effective Date”), by and among Louisiana Children’s Medical Center, a Louisiana nonprofit corporation (“LCMC”), University Medical Center Management Corporation (A Major Affiliate of LSU pursuant to La. R.S. 17:3390), a Louisiana nonprofit corporation (“UMCMC”), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), the Louisiana Division of Administration, acting through the Commissioner (the “DOA”), and the State of Louisiana, acting through the Commissioner of Administration (the “State”). LCMC, UMCMC, LSU, DOA and the State are referred to together as the “Parties,” and each, a “Party.” Capitalized terms shall have the meanings set forth on Appendix 1.

RECITALS

WHEREAS, the State of Louisiana, through public and private educational institutions, facilities and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all citizens of the State;

WHEREAS, it is a collective goal of the Parties to enhance the stability and competitiveness of Louisiana’s medical education and training programs so that Louisiana is positioned to continue to attract the most talented faculty, students, residents and other medical professionals;

WHEREAS, a highly competitive academic and training environment furthers the additional goal of the Parties to leverage the research capabilities of Louisiana's public and private educational institutions, facilities and health providers;

WHEREAS, sustainable partnerships among health providers and LSU and the Administrators of the Tulane Educational Fund, d/b/a Tulane University (“Tulane”), as well as other universities and training institutions in Louisiana, are necessary to optimize the medical training resources available in Louisiana and to ensure that sufficient numbers of qualified health care professionals are trained to address the current and future healthcare needs of the State;

WHEREAS, Louisiana has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i) provide health care to the State’s uninsured and high-risk Medicaid populations, as well as the State’s inmates, and (ii) serve as the primary training sites for LSU’s medical education programs;

WHEREAS, the state-wide public hospital system is financially unsustainable, compromising LSU’s and the State’s ability to provide medical education opportunities, a full range of clinical services to all Louisiana citizens, including the uninsured and Medicaid high-risk populations, and promote clinical research and other advances in health care;

WHEREAS, Louisiana’s health care reform effort has focused on ways to remodel the delivery of care through partnerships and cooperative efforts between the public and private sectors;

WHEREAS, LSU owns the facility located at 2021 Perdido Street, New Orleans, Louisiana 70112 that since Hurricane Katrina has served as an interim facility (along with the related facilities, the “Interim Facility”) for the LSU hospital with Medicare Provider Number 190005 (the “Hospital”) and the ongoing operations of the Hospital;

WHEREAS, upon completion of construction by the Office of Facilities Planning and Control within the DOA, LSU will own the facility currently under construction in New Orleans

to serve as the Hospital's new, permanent facility, as well as an ambulatory care building and parking garage currently under construction as part of the Hospital's new campus (collectively, the "New Facility");

WHEREAS, in accordance with a Memorandum of Understanding dated August 2, 2009, as amended by amendment thereto dated March 2, 2010, by and among LSU, DOA, the Louisiana Department of Health and Hospitals ("DHH") and Tulane (the "MOU"), it is contemplated that UMCMC will assume the operations of the Hospital upon completion of the New Facility as a private enterprise in accordance with the terms of this CEA and part of a collaborative academic medical center (the "AMC") to serve and enhance opportunities to achieve the State's medical education, clinical care and research goals;

WHEREAS, due to (i) the closing of the former Charity Hospital facility, the Federal Emergency Management Agency ("FEMA") provided funds to establish the Interim Facility as the Hospital's interim location to provide services until construction of the New Facility could be completed and the commencement of operations therein, and (ii) the subsequent execution of the MOU by LSU, Tulane, DOA and DHH, the provisions of La. R.S. 17:1519.9 are no longer applicable to the Hospital's operations and so are not applicable to this CEA or the Contemplated Transactions (as hereinafter defined);

WHEREAS, the LCMC health care system (the "LCMC System" or "System") has extensive experience in nonprofit hospital operations and finances, including management and operation of Touro Infirmary ("Touro") and Children's Hospital of New Orleans ("Children"), ongoing academic relationships with LSU, Tulane, and other academic and community organizations throughout New Orleans and Louisiana, and is committed to the growth and expansion of the charitable clinical, teaching and research missions in the communities it serves;

WHEREAS, UMCMC has determined that the System has the resources and expertise necessary to help UMCMC achieve its vision of an integrated, world class academic medical center consistent with the MOU;

WHEREAS, to maintain the viability of Hospital operations and the current range of patient care services and programs in the Interim Facility, and to protect and enhance the Hospital's vital role in the AMC as the Hospital transitions to the New Facility, the Parties desire to immediately bring LCMC's financial, operational and relationship and other expertise and resources to the Hospital for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) LCMC will become the sole member of UMCMC with certain reserved powers, resulting in UMCMC becoming an Affiliate of LCMC; (ii) UMCMC will assume responsibility for Hospital operations in accordance with and subject to the terms and conditions of this CEA (iii) LSU will lease the Interim Facility and the New Facility and certain furniture, fixtures and equipment used in connection with the Hospital's operations to UMCMC pursuant to the Master Hospital Lease and the Equipment Lease (both as hereinafter defined); (iv) UMCMC will purchase certain consumable inventory of the Hospital; (v) LSU and the State will grant to UMCMC a right of use of the land upon which the New Facility is being constructed and will be operated and certain land and improvements surrounding the New Facility pursuant to the Right of Use Agreement (as hereinafter defined); (vi) LSU will assist in transitioning Hospital operations from LSU to UMCMC; (vii) UMCMC and LCMC will commit to supporting the academic, clinical and research missions of the AMC in accordance with this CEA; and (viii) such other or additional transactions or agreements as may be necessary to effect the foregoing (collectively, the "Contemplated Transactions");

WHEREAS, among other things, the Contemplated Transactions will afford LCMC and its Affiliates the opportunity to extend their management abilities and mission to additional hospital facilities in the New Orleans area, access and support a Level 1 Trauma Center and a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers in and around New Orleans, all of which will serve to expand and diversify the LCMC System to better serve its patient population and the patient population of the greater New Orleans area;

WHEREAS, among other things, this CEA and the Contemplated Transactions will: (i) stabilize and enhance the medical education and training experiences and opportunities available to LSU students and residents, as well as students and residents of other educational institutions; (ii) optimize the training resources to build Louisiana's health care workforce and further the health care enterprise in Louisiana; (iii) based on available and reasonable means of financing, provide better access to a full range of clinical care services to the uninsured and high risk Medicaid populations; (iv) allow the AMC to compete with academic medical centers in other states to attract the best faculty, residents and students; (v) enhance opportunities for faculty to perform and attract funding for cutting edge research; (vi) attract private and publicly financed third party payments in order to compete in the health care marketplace; and (vii) promote better health care for Louisiana citizens through an evidence-based, outcomes-driven integrated delivery system focused on high quality, cost-effective health care.

WHEREAS, LCMC is willing and desires to provide, either directly or through UMCMC, the financial resources, operational expertise, and other necessary resources and to take steps to ensure that the Hospital continues to and, upon completion of construction of the New Facility, will: (i) serve as a safety-net hospital, and play a central role in providing

healthcare services to the uninsured and high-risk Medicaid populations; (ii) provide the citizens of Louisiana, whether through the Hospital or another LCMC Affiliate, with services that might not otherwise be available in their communities; (iii) preserve the quality of medical education in Louisiana through medical training partnerships and academic affiliations with LSU, Tulane, and other universities and training institutions; and (iv) prevent the major reductions currently contemplated for the Hospital and their devastating effects on LSU's academic programs in the health sciences and patient access to clinical care;

WHEREAS, the Parties recognize that UMCMC's assumption of the operations and management of the Hospital and the physical transition from the Interim Facility to the New Facility will include: (i) the commitment and the assumption of significant financial and operational investments by UMCMC and its Affiliates, including without limitation, working capital, transition costs, and funding or financing for certain improvements for the New Facility, and (ii) that LCMC's continuing commitment to UMCMC is dependent upon UMCMC's ability to be a going concern over time based on its own financial performance;

WHEREAS, as contemplated by the MOU, it will be necessary for the Hospital to be operated in a manner consistent with the best practices of private, non-profit institutions, and it must function responsibly as an independent entity;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Hospital;

WHEREAS, DOA, the State, LSU, LCMC and UMCMC recognize the need to work collaboratively and exercise their best efforts to secure and provide funding for the cost of the services provided to uninsured patients at the Hospital;

WHEREAS, the Parties recognize that the Hospital operates in a constantly changing health care financing system;

WHEREAS, the effect of the changing health care financial environment is to create financial instability in funding sources such that LCMC must have the ability to protect the LCMC system with an ability to timely withdraw its membership in UMCMC on short notice;

WHEREAS, it is the desire of the Parties to closely monitor the health care financial environment and the financial performance of UMCMC, and to work together, expeditiously and on an ongoing basis, to address any new financing system with appropriate and agreed changes to this CEA and related documents;

WHEREAS, the Louisiana Constitution in Article VII, Section 14(C) permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation or individual for a public purpose;

WHEREAS, LSU has the legal authority to provide the health care services that are the subject of this cooperative endeavor;

WHEREAS, the Parties desire to enter into this CEA, as well as related agreements, to facilitate and advance the goals recited herein;

WHEREAS, in addition to this CEA and the Exhibits hereto, LSU and UMCMC will enter into an agreement to address ancillary matters related to the Contemplated Transactions (the "Master Collaborative Agreement");

WHEREAS, the Parties recognize this CEA has been presented to and reviewed by the Louisiana Legislature's Joint Legislative Committee on the Budget in accordance with Legal Requirements; and

WHEREAS, the Parties intend and expect that this CEA and the Contemplated Transactions will benefit the State and LSU, and such expenditure is not gratuitous;

WHEREAS, this Amended and Restated CEA shall supersede in totality that certain Cooperative Endeavor Agreement previously entered into by and among the Parties, DHH and DOA as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
STATEMENT OF PUBLIC PURPOSE**

Section 1.1 Public Purpose. In accordance with Article 7, Section 14(c) of the Louisiana Constitution, the Parties enter into this CEA for the public purpose of creating an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in a manner consistent with a sustainable business model and adequate funding levels, to serve the State and its citizens: (i) as a premier site for graduate medical education, capable of competing in the health care marketplace, comparable among its peers, with the goal of attracting the best faculty, residents and students, to enrich the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations, and (iii) by focusing on and supporting the Core Services and Key Service Lines, as defined and agreed by the Parties, necessary to assure high quality GME Programs and access to Safety Net Services.

Section 1.2 Contract Monitor. LSU shall appoint a contract monitor (“Contract Monitor”) whose role shall be to monitor the Parties’ compliance with the terms of this CEA. The Contract Monitor shall be an employee of LSU Health Care Services Division (“HCSD”) or a successor or related institution under the supervision of the LSU Board of Supervisors. The Contract Monitor’s responsibilities with respect to this CEA shall be to perform all public accountability and reporting functions in accordance with Legal Requirements. LSU may assign such other duties and responsibilities to the Contract Monitor in its discretion.

ARTICLE II.
MEDICAL EDUCATION AND RESEARCH SUPPORT

Section 2.1 Commitment to Academic Mission. Recognizing the special character of an academic medical center, including the vital role the Hospital plays in medical education, research and patient care, and the vital role academic institutions play and will play in the Hospital’s financial viability and potential to succeed in a dynamic health care marketplace, and the interdependence among the Hospital and academic institutions in establishing and maintaining the AMC as a world-class academic medical center, UMCMC’s governance documents, including its Articles of Incorporation and Bylaws, will recognize the traditional roles the Hospital, LSU and Tulane have played in providing medical education, research and patient care. UMCMC will enter into academic affiliation agreements with LSU, Tulane, Xavier University, Dillard University, University of New Orleans, Delgado Community College and other academic institutions to strengthen and enhance medical education in the AMC and the health care workforce in Louisiana.

Section 2.2 Office of Academic Affairs. UMCMC will establish an Office of Academic Affairs (“OAA”) to be led by UMCMC’s Chief Academic Officer. The

Chief Academic Officer shall be a physician employed by UMCMC who has experience and demonstrated capability in the management and administration of an academic medical center. The Chief Academic Officer will report to the UMCMC's Chief Executive Officer and will be supported by UMCMC's Academic Advisory Committee as provided in the UMCMC Bylaws ("AAC"). The AAC's operating procedures will provide for representation on the AAC by LSU, Tulane, UMCMC and other LCMC institutions involved in GME. The Chief Academic Officer, as supported by the AAC, will be responsible for recommending to the UMCMC Board of Directors and Chief Executive Officer the overall educational strategy for the AMC, giving appropriate consideration to the AMC's mission, budgetary impacts, fulfillment of Residency Review Committee requirements, and other relevant factors. The AAC will seek to create structures and promote collaboration and support among LSU, Tulane, UMCMC and other LCMC institutions involved in GME such as coordination of patient care through clinical service line committees that will allow each institution to achieve its respective goals and optimize opportunities for the AMC enterprise. The AAC operating procedures will provide that the AAC will develop a dispute resolution process for resolving disputes among AAC members and their Sponsoring Institutions that will foster collaboration, input, and decision-making in making recommendations in the best interests of the entire AMC enterprise.

Section 2.3 Academic Affiliation with LSU. UMCMC and LSU will enter into an Academic Affiliation Agreement ("AAA") that sets forth the terms and conditions upon which UMCMC and LSU specifically agree and will collaborate to strengthen LSU, the Hospital, the AMC and their respective programs, particularly when the Hospital relocates to the New Facility. The AAA will provide that (i) LSU maintains ultimate authority over its academic programs, policies and procedures as they directly relate to the LSU faculty, residents and

students, and (ii) UMCMC maintains ultimate authority over the business, management, policies, operations and assets of the Hospital.

Section 2.4 Academic Affiliation with Tulane. UMCMC shall enter into an academic affiliation agreement with Tulane, which agreement shall contain provisions related to academic autonomy, Tulane research support, and Tulane’s educational mission at the Hospital.

**ARTICLE III.
COMMITMENTS TO PATIENT CARE**

Section 3.1 Care for the Medically Indigent and Uninsured. Recognizing (i) the State’s historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, and (ii) LSU’s mission of providing access to high quality medical care for all patients, including the Medically Indigent and uninsured populations, within available financing and approved budgets, and (iii) the need to support the AMC’s education and training mission, UMCMC agrees subject to the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC, to provide free or reduced cost health care to Medically Indigent and uninsured patients of the Hospital in accordance with a charity care policy that is consistent in all material respects with LSU Policy Number 2525-12 attached as Exhibit 3.1, the current policy for determining eligibility for free or reduced cost health care services at the Hospital, which may be amended from time-to-time by LSU or UMCMC with proper notice to the other Party in a manner consistent with the Public Purpose.

Section 3.2 Care for High-Risk Medicaid Patients. Recognizing LSU’s traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, and the

AMC's capability and capacity to provide specialized physician and hospital care not always readily available to these patients in the private sector, UMCMC will work in good faith to make available the Core Services and Key Services Lines as described in this Article III to high-risk Medicaid patients in accordance with the terms of this CEA, subject to the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC.

Section 3.3 State Inmate Care. Subject an agreement with the Department of Corrections pursuant to which UMCMC will receive reasonable and appropriate cost reimbursement, UMCMC, with the support of LSU, will provide medically necessary health care to the State's inmates. In the event UMCMC does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to State inmates, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is provided to UMCMC for such medically necessary services. Suspension of care to State inmates due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA. Subject to the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC, UMCMC will make commercially reasonable efforts to assure that telemedicine capability is available to LSU in accordance with Section 3.6 for use in providing cost-effective, medically necessary health care to State inmates.

Section 3.4 Core Services. The Parties acknowledge and agree that the services identified on Schedule 3.4 are core Safety Net services ("Core Services") currently being provided to the community and the region through the Hospital, and that UMCMC will continue to provide the Core Services through the Hospital at reasonably comparable levels, taking into account normal hospital operations and capacity fluctuations, on and after the

Commencement Date, subject to the terms of this CEA and the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC. UMCMC may limit or reduce (but shall not discontinue) the provision of one or more Core Services outside the scope of normal hospital operations and capacity fluctuations (hereinafter referred to as a “Core Service Adjustment”) if it reasonably determines that the continued provision of such services at such levels will materially and adversely impact UMCMC or its subsidiaries or affiliates and that the limitation or reduction will not materially and adversely impact the Public Purpose per Article I of this CEA in light of community need, patient access, cost, and available resources (hereinafter collectively referred to as the “Community Access Standards”). In the event UMCMC makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of UMCMC’s basis for the same and an explanation of how the Community Access Standards affect or are affected by the proposed Core Service Adjustment (a “UMCMC Core Service Adjustment Notice”). LSU may, within ten (10) days of a UMCMC Core Service Adjustment Notice, request to meet with UMCMC regarding UMCMC’s determination to make a Core Service Adjustment (a “LSU Core Service Request”). In the event LSU provides UMCMC with an LSU Core Service Request, LSU and UMCMC shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by UMCMC as described in the UMCMC Core Service Adjustment Notice. In the event that LSU and UMCMC are not able to resolve the issues described in the UMCMC Core Service Adjustment Notice within such thirty (30) day period, UMCMC by affirmative vote of its Board of Directors, taking into account the Community Access Standards, may commence to limit or reduce the Core Service(s) consistent with the

UMCMC Core Service Adjustment Notice. Any limitations or reductions of Core Services implemented in good faith by UMCMC in accordance with this Section 3.4, giving reasonable consideration to the Community Access Standards, shall not be deemed materially inconsistent with the Public Purpose as provided in Section 16.4(a).

Section 3.5 Key Service Lines. The parties acknowledge and agree that the clinical service lines to be identified in the AAA (“Key Service Lines”) are critical not only to comprehensive patient care, but also to the AMC’s mission of providing robust medical education and clinical research experiences. LSU and UMCMC agree that, subject to the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC, the Hospital will offer a baseline of services in the Key Service Lines at least at the level provided at the Interim Facility on the Commencement Date as agreed upon by UMCMC and LSU (“Key Service Baseline”), and will work collaboratively with LSU, Tulane and other academic partners within the AMC to grow the Key Service Lines above the Key Service Baseline with a financially sustainable payer mix in the New Facility. UMCMC may in its sole discretion, limit or reduce the provision of one or more Key Service Lines if its Board of Directors determines in its sole discretion that the continued provision of such services will materially and adversely impact UMCMC or its subsidiaries or affiliates (hereinafter referred to as a “Key Service Line Adjustment”), provided, however, that UMCMC shall not reduce any Key Service Line below the minimum requirement necessary to maintain a GME Program that is based on such Key Service Line. Further, the Parties agree that the foregoing proviso shall not impact LCMC’s withdrawal rights under Section 16.2(f) hereof. In the event UMCMC makes a determination that the continued provision of such services will materially and adversely impact UMCMC or its subsidiaries or affiliates, it will provide advance written notice to LSU of its

intention to make a Key Service Line Adjustment, which shall include a description of UMCMC's basis for the same (a "UMCMC Key Service Line Adjustment Notice"). LSU may, within ten (10) days of a UMCMC Key Service Line Adjustment Notice, request to meet with UMCMC regarding UMCMC's determination to make a Key Service Line Adjustment (a "LSU Key Service Line Request"). In the event LSU provides UMCMC with an LSU Key Service Line Request, LSU and UMCMC shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by UMCMC as described in the UMCMC Key Service Line Adjustment Notice. In the event that LSU and UMCMC are not able to resolve the issues described in the UMCMC Key Service Line Adjustment Notice within such thirty (30) day period, UMCMC may commence to limit or reduce the Key Service Line(s) consistent with the UMCMC Key Service Line Adjustment Notice.

Section 3.6 Telemedicine.

(a) UMCMC and LSU will make commercially reasonable efforts to maintain the infrastructure, such as nursing support, space, and scheduling, of telemedicine services provided at the Interim Facility in order to continue providing cost-effective care to State inmates as provided in Section 3.3, as well as other patients in remote locations, and work to grow the Hospital's telemedicine program at the New Facility. LSU will provide the physician support and UMCMC, subject to the good-faith determination by the UMCMC Board of Directors and consistent with the mission of UMCMC, will provide the infrastructure support necessary to maintain the Hospital's telemedicine program at least at the level provided in the Interim Facility as of the Commencement Date. LSU and UMCMC will make commercially reasonable efforts to collaborate to grow the Hospital's telemedicine program, provided that a

sustainable business model can be created to serve patients in remote locations and fulfill the Hospital's role as a regional referral center within the AMC.

Section 3.7 Closure; Reduction of Services. UMCMC will not close the Hospital or the Hospital's emergency room or reduce services except in compliance with Legal Requirements.

Section 3.8 Open Medical Staff. Consistent with the Public Purpose, UMCMC may maintain an open medical staff as may be determined by its Board of Directors.

**ARTICLE IV.
FACILITIES AND EQUIPMENT**

Section 4.1 UMCMC Lease of Interim Facility and New Facility.

Contemporaneous with and subject to the terms and conditions of this CEA, LSU, the State and UMCMC enter into, and LCMC shall intervene for certain purposes in, that certain Master Hospital Lease in the form attached as Exhibit 4.1 (“Master Hospital Lease”). Contemporaneous with this CEA, LSU, the State, UMCMC and LCMC will enter into the First Amendment to Master Hospital Lease in the form attached as Exhibit 4.1 to this CEA. Under the Master Hospital Lease, as amended, LSU agrees to take all the necessary actions required to transfer possession of the Interim Facility and, upon its completion, the New Facility, to UMCMC. The Master Hospital Lease, as amended, shall include all property set forth in the Master Hospital Lease (the “Leased Premises”), but shall not include the land upon which the New Facility is located and shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances, except as may be further described in the Master Hospital Lease, as amended. Without limiting the foregoing, the Master Hospital Lease, as amended, will also provide for the following:

(a) Rental Payments. The rental payments paid by UMCMC for the Interim Facility and New Facility (“Rent”) represent fair market value, as set forth in the Master Hospital Lease as amended.

(b) LCMC Guarantee. Payment of Rent by UMCMC to LSU will be guaranteed by LCMC in accordance with the Master Hospital Lease.

(c) Master Hospital Lease Term, Renewal Options. The Master Hospital Lease, as amended shall provide for a term of five (5) years, which shall automatically renew

for additional five (5) year terms unless UMCMC provides at least two hundred seventy (270) days' advance notice, prior to the expiration of the then-current term of the Master Hospital Lease, of its intent to not renew the Master Hospital Lease.

(d) Option to Amend the Master Hospital Lease. If the Parties deem it advantageous to the implementation of this CEA, the Parties may further amend the Master Hospital Lease to exclude certain portions of the Leased Premises (the "Excluded Premises") from the Master Hospital Lease and enter into a separate lease for the Excluded Premises. Any such amendment and separate lease of the Excluded Premises shall provide for fair market value Rent for the Leased Premises and the Excluded Premises, shall continue the guarantee of Rent for the Leased Premises by LCMC, and shall have the same five (5) year initial term and five (5) year renewal terms as the current Master Hospital Lease, as amended.

Section 4.2 Right of Use Agreement. Contemporaneous with and subject to the terms and conditions of this CEA, LSU, the State, and UMCMC shall enter into a Right of Use, Possession and Occupancy Agreement by and among LSU, the State, and UMCMC in the form attached as Exhibit 4.2 (the "Right of Use Agreement"). Contemporaneous with this CEA, LSU, the State, UMCMC and LCMC will enter into the First Amendment to Right of Use Agreement in the form attached as Exhibit 4.2 to this CEA. Under the Right of Use Agreement, UMCMC shall have the right of ingress, egress, and other rights over the entirety of the land upon which the New Facility is located and certain surrounding land (the "Land"). DOA shall be responsible for maintenance of the McDonough School and the tract upon which it is located. The Parties understand and agree that none of UMCMC or any of its Affiliates shall have any responsibility for the maintenance, upkeep, repair, renovation or security of the McDonough School and tract on which it sits (which tract has been excluded from the Right of

Use Agreement) and the McDonough School may not be placed on any of the immovable property subject to the Right of Use Agreement.

Section 4.3 UMCMC Lease of Certain Equipment. Contemporaneous with and subject to the terms and conditions of this CEA, LSU and UMCMC shall enter into an Equipment Lease Agreement in the form attached as Exhibit 4.3 (“Equipment Lease”), which shall govern the lease of certain equipment necessary for UMCMC’s operation of the Hospital.

Section 4.4 Subleases and Rights of Use. In addition to the Master Hospital Lease for the Leased Premises, UMCMC will enter into sublease and/or right of use agreements with LSU having mutually agreeable terms for certain properties currently used in connection with Hospital operations in the Interim Facility and its related outpatient clinics.

**ARTICLE V.
MEMBER SUBSTITUTION**

Section 5.1 Member Substitution. Immediately following the execution of this CEA by the Parties, UMCMC shall execute and file with the Louisiana Secretary of State and the Clerk and Recorder of East Baton Rouge Parish the Amendment to and Restatement of the Articles of Incorporation of UMCMC and LCMC shall thereby be substituted as and become the sole member of UMCMC as of the Effective Date (the “Member Substitution Date”) in accordance with the Member Substitution Agreement as approved by the UMCMC Board of Directors. All assets and properties, whether tangible or intangible, of UMCMC shall at the Member Substitution Date remain assets of UMCMC and all liabilities of UMCMC shall at the Member Substitution Date remain with UMCMC.

Section 5.2 Member Withdrawal. LCMC shall have the right or obligation, as applicable, to withdraw as the sole member of UMCMC prior to the expiration of the Term only in accordance with Article XVI, and for no other reason, including, without

limitation, any Breach of this CEA, the Master Collaborative Agreement or other agreement related to the Contemplated Transactions. Subject to the Parties' compliance with the provisions of Article XVI, LCMC shall have the right or obligation, as applicable, to withdraw as the sole member of UMCMC in accordance with Article XVI. Any withdrawal by LCMC as the sole member of UMCMC shall be subject to the provisions of Article XVI.

Section 5.3 Amendments upon LCMC Withdrawal. Effective upon LCMC's submission of a Withdrawal Notice as the sole member of UMCMC, the Parties agree that the following amendments to this Agreement shall become effective on the Member Withdrawal Date without further action by the Parties:

(a) Section 4.1(b) (LCMC Guarantee) shall be deleted in its entirety unless a successor entity to LCMC agrees to guarantee the Master Hospital Lease, in which case LCMC shall be replaced with the name of such successor entity. In any event, at the time of LCMC's submission of a Withdrawal Notice, the Parties agree that LCMC shall no longer guarantee the Master Hospital Lease or the Right of Use Agreement except as to rent and other obligations accruing under the Master Hospital Lease or the Right of Use Agreement prior to submission of the Withdrawal Notice.

(b) UMCMC Articles and Bylaws will be amended according to the terms of the Member Substitution Agreement.

ARTICLE VI. CONSUMABLES, INVENTORY AND ACCOUNTS RECEIVABLE

Section 6.1 Purchase of Inventory. All usable inventories of (i) supplies, drugs, food, and other disposables, and (ii) tangible assets valued at less than one thousand dollars (\$1,000.00) and which are untagged and untracked by LSU and DOA and on hand at the Interim Facility as of the Commencement Date, will be transferred to UMCMC for

fair market value pursuant to the terms and conditions to be set forth in the Master Collaborative Agreement. Purchase of Accounts Receivable UMCMC may purchase some or all of the Hospital's outstanding accounts receivable existing as of 12:00 a.m. on the Commencement Date for fair market value pursuant to the terms and conditions to be set forth in the Master Collaborative Agreement, subject to and in accordance with applicable law.

**ARTICLE VII.
HOSPITAL EMPLOYEES**

Section 7.1 Employee Matters.

(a) Termination of Employment by LSU. LSU will timely file a layoff plan (the "Layoff Plan") with the Louisiana Department of State Civil Service that will provide for the layoff of certain of LSU's Hospital employees, subject to the approval of the Louisiana Department of State Civil Service Commission, as of 11:59:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. LSU's Hospital employees who are to be laid off in accordance with the Layoff Plan may apply to UMCMC for employment and UMCMC may offer employment to such LSU Personnel as UMCMC, in its discretion, deems necessary for the operation of the Hospital. At any time prior to the Commencement Date, UMCMC may communicate with any of LSU's Hospital employees to the extent necessary to allow such LSU employees to apply for employment, to offer employment and to otherwise reasonably permit UMCMC to act in accordance with this Section.

(c) UMCMC Terms and Conditions of Employment. All of LSU's Hospital employees who are offered employment by UMCMC shall be hired on an at-will basis for job classifications and job descriptions established by UMCMC, and shall be employed subject to terms and conditions established by UMCMC.

(d) Employee Assistance. UMCMC shall establish a website through which LSU Hospital employees may apply for positions at UMCMC. In addition, LSU shall arrange for the Louisiana Workforce Commission to host a job fair at the Interim Facility. UMCMC, as well as other public and private sector employers, shall conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the Louisiana Workforce Commission to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include (i) the LaChip program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Hospital employees with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits.

(e) LSU Wages, other Compensation and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present and future employees of LSU, including but not limited to Hospital employees, for wages and other compensation, under any LSU Benefit Plans and under applicable Laws. LSU will provide health benefits coverage for LSU Hospital employees in accordance with the LSU Benefit Plans through June 30, 2013. Without limiting the generality of the foregoing, UMCMC shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Hospital employees including any past, present and future employees of LSU.

(f) Employee Information. Subject to applicable legal restrictions, UMCMC and LSU shall provide each other, in a timely manner, with any information which the other

may reasonably request with respect to (i) any LSU Personnel or, after the Commencement Date, any Person employed by UMCMC who formerly was an employee of LSU, (ii) his or her employment with and compensation from LSU or UMCMC, or (iii) rights or benefits under any employee plan or any personnel policy of LSU.

**ARTICLE VIII.
RESERVED**

**ARTICLE IX.
MASTER COLLABORATIVE AGREEMENT**

Section 9.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU, UMCMC and LCMC will enter into a Master Collaborative Agreement (the “MCA”) to address key operational issues related to the transition of the Hospital from LSU to UMCMC in accordance with this CEA. The MCA shall address, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. UMCMC shall accept the Hospital’s (i) Medicare Provider Agreement and corresponding provider number 190005, and (ii) Medicaid Provider Agreement and corresponding provider number 1765651;

(b) Professional Services. UMCMC shall contract with LSU to obtain the services of LSU physicians and related services necessary to provide patient care in the Hospital and its provider-based outpatient clinics;

(c) Accountable Care Services. UMCMC shall contract with LSU for data warehouse, disease management and related health care effectiveness services designed to improve quality and patient outcomes, and reduce to cost of health care services, particularly among the uninsured and high risk Medicaid populations;

(d) Medical Staff. In accordance with policies and procedures to be determined by the UMCMC Board of Directors, the Hospital's current medical staff will be credentialed and/or recredentialed by UMCMC's governing body upon transition of the Hospital to UMCMC;

(e) Medical Records. The Parties will arrange for UMCMC to become the custodian of the Hospital's patient records for the period prior to the Commencement Date and maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements; and

(f) Transition Support Services. UMCMC shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

**ARTICLE X.
LSU REPRESENTATIONS AND WARRANTIES**

LSU represents and warrants that the statements contained in this Article are correct and complete as of the date of this CEA.

Section 10.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana, with full power and authority to perform all of its obligations under this CEA.

Section 10.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms, and any other agreement executed and delivered by LSU in connection with this Agreement will constitute the legal, valid and binding

obligation of LSU, enforceable against it in accordance with its terms. LSU has the power and authority to execute and deliver this Agreement and such other documents to which it is a party and such action has been duly authorized by all necessary action by LSU's Board of Supervisors. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 10.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

- (i) Breach any resolution adopted by LSU's Board of Supervisors;
- (ii) Cause UMCMC or LCMC to become subject to, or to become liable for the payment of, any Liability of LSU; or
- (iii) Result in the LSU GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in (A) the LSU GME Programs ceasing to be accredited by ACGME, (B) the LSU GME Programs ceasing to be funded by DOA, or (C) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSU GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise have a Material Adverse Effect on the Hospital or the LSU GME Programs without the prior written consent of an authorized representative of UMCMC.

Section 10.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, UCMCMC incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plans, to the extent such plans are established and administered by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 10.4 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated the Hospital and the LSU GME Programs in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital and LSU GME Programs, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last ten (10) years. Without limiting the generality of the foregoing:

(a) Permits, Licenses and Accreditation. The Hospital has all permits and licenses and other governmental authorizations required by all Legal Requirements and is not in violation of any of said permitting or licensing requirements. The Hospital is owned and duly licensed by the State and operated by LSU as a general acute care hospital. LSU has all permits and licenses necessary for the proper operation of the Hospital and LSU GME Programs, including a valid Medicare provider number. The LSU GME Programs are

accredited by ACGME and, to LSU's Knowledge, are in compliance with the ACGME requirements necessary for accredited GME programs.

(b) Medicare/Medicaid Participation. The Hospital and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program, or the obligation to make any repayment with respect to any federal health care program. No LSU Personnel is an Excluded Provider.

(c) Fraud and Abuse. To LSU's Knowledge, neither the Hospital nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or

covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any corporate integrity agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospital.

Section 10.5 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 10.5 of the LSU Disclosure Schedules, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting the Hospital, LSU GME Programs, or any LSU Personnel

Section 10.6 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel has been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are "qualified state health care providers" as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under the State's professional liability insurance administered through the Office of Risk Management within DOA. To LSU's Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to

maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 10.7 Taxes.

(a) With respect to the Hospital, LSU has, to its Knowledge, filed, all federal, state, county and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school and, personal property tax returns, required to be filed and, such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county or local taxing authority outstanding against the assets, properties or businesses of LSU as they relate to the Hospital. Other than regular property assessments, there is no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge does there exist any facts that would provide a basis for any such assessment. With respect to the Hospital, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) Except as set forth in Schedule 10.7(b) of the LSU Disclosure Schedules, the Hospital is exempt from Federal income tax under the applicable provisions of the Internal Revenue Code ("IRC") and the Hospital is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of

any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of the Hospital.

Section 10.8 Contracts and Other Commitments.

(a) LSU has provided to UMCMC copies of all material written agreements and all material oral understandings including, but not limited to, all material provider contracts, material management agreements, material leases and material services contracts to which the Hospital will be subject on the Commencement Date. For the purposes of this Section 10.8, “material” shall mean any agreement or understanding having an aggregate value of at least Fifty Thousand Dollars (\$50,000), and each such agreement or obligation is listed in Schedule 10.8(a) of the LSU Disclosure Schedules.

(b) Schedule 10.8(b) of the LSU Disclosure Schedules lists the following contracts, agreements and understandings, whether or not the same have been reduced to writing: (a) all agreements with health care providers from which the Hospital receives referrals of patients; (b) all agreements involving or affecting the Hospital that are not terminable by LSU upon twelve (12) months or less notice; and (c) all joint venture, partnership, residency training agreement, or affiliation agreements involving or affecting Hospital.

(c) To LSU’s Knowledge, each such material contract or commitment is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms (subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting

creditors' rights generally and except for limitations upon the availability of equitable remedies, including specific performance).

Section 10.9 Reimbursement Contracts. CMS has not, during the past five (5) years, refused to enter into or has terminated any participation agreement pursuant to which the Hospital was entitled to reimbursement for services or facilities provided to patients. LSU is a party to contracts with Medicare and Medicaid with respect to payment for services to beneficiaries and is eligible to participate therein, which contracts and certification are currently in full force and effect, and to LSU's Knowledge no event has occurred which, with or without the giving of notice or passage of time or both, would constitute a material default thereunder.

Section 10.10 Cost Reports. LSU has delivered to LCMC true and exact copies of (i) all cost reports which LSU has filed with Medicare and Medicaid for the last three (3) years with respect to the Hospital, as well as all correspondence and other documents relating to any disputes and/or settlements with Medicare or Medicaid within the last five (5) years regarding the Hospital; and (ii) all appraisal reports, surveys, or other documents which evaluate or describe any of the assets of any of the Hospital. The Medicare and Medicaid cost reports of the Hospital were filed when due. Except for disputes between LSU and the intermediary which concern the payment of an individual claim (as opposed to such disputes concerning the right of LSU to receive Medicare or Medicaid reimbursement generally or to participate in the Medicare or Medicaid programs), there is no dispute between LSU and any governmental authorities or the Medicare fiscal intermediary, or any other amounts owing by LSU, regarding any open cost reporting periods, and UMCMC shall have no liability with respect to any cost reports for any open cost reporting periods, other than with respect to adjustments thereto made in the ordinary course of business which do not involve amounts in excess of One Hundred Thousand Dollars

(\$100,000) in the aggregate. LSU will file the closing cost report for period through June 23, 2013.

(a) Medicare and Medicaid Certification. With respect to the Hospital, LSU has met and does meet, without material exception, the conditions for participation in the Medicare and Medicaid programs, and LSU does not have Knowledge of any pending or threatened proceeding or investigation under such programs involving the Hospital or any basis for the revocation or limitation on such participation. To LSU's Knowledge, there is no pending or threatened criminal, civil, or administrative action, audit, or investigation by a fiscal intermediary or by the federal government with respect to the Hospital, which could reasonably be anticipated to affect adversely the right of the Hospital to receive Medicare and Medicaid reimbursement or to participate in the Medicare and Medicaid programs, or which could reasonably be anticipated to otherwise have an adverse effect on the receipt of Medicare and Medicaid reimbursement by the Hospital.

Section 10.11 Interim Changes. Except as set forth in Schedule 10.11 of the LSU Disclosure Schedules, after January 1, 2013, there has not been:

(a) Any change in the financial condition, assets, liabilities, properties or results of operation of either of the Hospital which has had or could reasonably be expected to have, in the aggregate, a Material Adverse Effect on the Hospital;

(b) Any damage, destruction or loss, whether or not covered by insurance, which has had or could reasonably be expected to have, in the aggregate, a Material Adverse Effect on the Hospital;

(c) Any disposition which has or could have a Material Adverse Effect on the Hospital of any property, rights or other assets owned by or employed by it other than in the ordinary course of business;

(d) Any amendment or termination of any material contract which has had or could have, in the aggregate, a Material Adverse Effect on the Hospital;

Section 10.12 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XI. STATE REPRESENTATIONS AND WARRANTIES

The State, through DOA, represents and warrants that the statements contained in this Article XI are correct and complete as of the date hereof.

Section 11.1 Organization and Standing.

(a) The State of Louisiana has full power and authority to perform its obligations under this CEA.

(b) DOA is an agency within the Office of the Governor and DHH is a department of the State of Louisiana, each of which validly exist under the laws of Louisiana, with full power and authority to act on behalf of the State in performing its obligations under this CEA, if any.

Section 11.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of the State, through DOA, enforceable against it in accordance with its terms. Upon the execution and delivery of any document or agreement to be executed in connection with this Agreement, each such other agreement will constitute the legal, valid and binding obligation of the State,

through DOA, enforceable against the State, through DOA, in accordance with its terms. DOA has the absolute and unrestricted right, power and authority to execute and deliver such other documents to which it is a party and to perform its obligations under this Agreement and such other documents.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any applicable governing statutes or authorities;

(ii) To DOA's Knowledge, give any Governmental Body or other person the right to validly challenge any of the Contemplated Transactions, or to exercise any remedy or obtain any relief under, any Legal Requirement to which the State may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by the State; or

(iv) Cause UMCMC or LCMC to become subject to, or to become liable for the payment of, any Liability of the State.

(c) The State, through DOA, warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent the State from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise

have a Material Adverse Effect on the Hospital without the prior written consent of an authorized representative of UMCMC.

Section 11.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, UMCMC incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 11.4 Legal Proceedings; Orders. To DOA's and the State's Knowledge, there is no Order to which the State is subject that would limit or affect the State's or DOA's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 11.5 Full Disclosure. No representation or warranty made by the State in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XII. UMCMC REPRESENTATIONS AND WARRANTIES

UMCMC represents and warrants that the statements contained in this Article XII are correct and complete as of the date hereof.

Section 12.1 Organization and Good Standing. UMCMC is a nonprofit Louisiana corporation. UMCMC is validly existing and in good standing under the laws of the State of Louisiana, with full corporate power and authority to perform all its obligations under this Agreement.

Section 12.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of UMCMC, enforceable against it in accordance with its terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy,

reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. Upon the execution and delivery by UMCMC of the Master Hospital Lease, Equipment Lease, Right of Use Agreement and Member Substitution Agreement (each, an “Ancillary Agreement”), each such Ancillary Agreement will constitute the legal, valid and binding obligation of UMCMC, enforceable against it in accordance with its terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. UMCMC has the corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement, and such action has been duly authorized by all necessary action by UMCMC’s Board of Directors and members. A copy of the authorizing resolutions or certified meeting minutes are attached as Exhibit 12.2(a).

(b) Neither the execution and delivery of this Agreement nor the Ancillary Agreements, directly or indirectly (with or without notice or lapse of time):

(i) will breach (A) any provision of any of the governing documents of UMCMC, as amended or restated, or (B) any resolution adopted by UMCMC’s Board of Directors;

(ii) will contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by UMCMC;

(iii) will result in the creation of any lien, charge, or encumbrance of any kind against UMCMC’s assets except as contemplated therein or the acceleration of any indebtedness or other obligation of UMCMC;

(iv) are prohibited by, materially violate or conflict with any provision of, and constitute a default under or a breach of (x) any judgment, decree, order, regulation or rule of any court or regulatory authority applicable to UMCMC, or (y) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which UMCMC is subject; or

(v) will have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which UMCMC is a party or by which UMCMC is bound, or any assignment, permit, license, approval or other commitment to which UMCMC is a party or by which UMCMC is bound.

Section 12.3 No Operations. UMCMC has conducted no operations, has not had any employees and holds no licenses or permits.

Section 12.4 Legal Proceedings; Orders. There is no Order to which UMCMC is subject that limits or adversely affects UMCMC's ability to execute and deliver this Agreement. There is no material Proceeding pending against UMCMC.

Section 12.5 Insurance. DOA's Office of Risk Management has issued a certificate of insurance to LSU which shows UMCMC as insured thereon.

Section 12.6 Compliance with Legal Requirements. To UMCMC's Knowledge, UMCMC has operated in compliance with all Legal Requirements, including Health Care Laws. Neither UMCMC nor any director, officer, or agent of UMCMC is an Excluded Provider. UMCMC is not a party to any corporate integrity agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 12.7 Title to Assets. UMCMC does not own or lease any real property, personal property, or intellectual property.

Section 12.8 Contracts, Leases, Indebtedness. Except for those agreements previously provided to LCMC, UMCMC is not a party to any contract, lease, or agreement. UMCMC has no indebtedness for borrowed funds.

Section 12.9 Undisclosed Liabilities. To UMCMC's Knowledge, other than amounts owing for professional services and owing to LCMC under the management agreement between UMCMC and LCMC, UMCMC does not have any liabilities or obligations of any nature whatsoever, due or to become due, accrued, absolute, contingent or otherwise, that would have a Material Adverse Effect on UMCMC.

Section 12.10 Financial Statements. UMCMC has provided LCMC with a copy of the "UMCMC Financial Statements" (as defined below). The UMCMC Financial Statements (a) were prepared in accordance with UMCMC's books of account and other financial records and (b) present fairly in all material respects the financial condition and results of UMCMC's business operations as of the respective dates thereof and for the respective periods covered thereby. For purposes of this Agreement, the term "UMCMC Financial Statements" shall mean UMCMC's audited financial statements for the fiscal year ended 2011.

Section 12.11 Taxes/Tax Returns. Pursuant to a letter from the IRS dated January 11, 2006, UMCMC (then named Earl K. Long Medical Foundation, Inc.) was recognized as exempt from federal income tax under Section 501(c)(3) of the IRC. UMCMC has no knowledge of any action by the Internal Revenue Service to revoke or terminate its tax exempt status. UMCMC has filed, or has caused to be filed, on a timely basis and subject to all permitted extensions, all tax returns with appropriate governmental agencies in all jurisdictions

in which such tax returns are required to be filed, and all such tax returns were correct and complete. All taxes that are shown as due on such tax returns, if any, have been timely paid, or delinquencies cured with payment of any applicable penalties and interest.

**ARTICLE XIII.
LCMC REPRESENTATIONS AND WARRANTIES**

LCMC represents and warrants that the statements contained in this Article XIII are complete and correct as of the date hereof.

Section 13.1 Organization and Standing. Each of LCMC, Touro and Children's is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to conduct its operations as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 13.2 Authority to Enter into Agreement; Consent. LCMC has all corporate right, power, legal capacity and authority to enter into and perform its respective obligations under this Agreement. No approvals or consents of any persons are necessary for the execution, delivery and performance of this Agreement by LCMC, except those that have been obtained or will be obtained prior to the close of each of the Contemplated Transactions. The execution and delivery of the Agreement by LCMC, and the performance by LCMC of all of its obligations hereunder, have been duly authorized by all necessary corporate action. The Agreement is a valid obligation, of LCMC, enforceable against LCMC in accordance with its terms.

Section 13.3 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of LCMC, enforceable against it in accordance with its terms. Upon the execution and delivery

by LCMC, of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of LCMC, enforceable against it in accordance with its terms. LCMC has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by LCMC Board. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 13.3(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of LCMC or (B) any resolution adopted by LCMC's Board;

(ii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by LCMC.

Section 13.4 Financial Statements. LCMC has furnished to LSU (i) LCMC's audited consolidated financial statements for the three (3) most recent fiscal years and the balance sheet and the related statements of income, and changes in financial position of LCMC for the three (3) most recent fiscal years with available reports thereon from an independent certified public accounting firm, (the "Audited Financial Statements") including any management letters regarding the operations of LCMC with respect to such fiscal year, and (ii)

unaudited interim financial statements for the monthly periods from the close of the most recently completed fiscal year through March 31, 2013, or if LCMC prepares unaudited interim financial statements on a quarterly basis, for the last quarter which ended no more than ninety (90) calendar days prior to the date of execution of this Agreement, and shall furnish such unaudited interim financial statements for the monthly or quarterly periods, respectively, through the month or quarter ending immediately prior to the Commencement Date (collectively referred to as the “Unaudited Financial Statements”) (the Audited Financial Statements and the Unaudited Financial Statements are sometimes referred to herein collectively as the “Financial Statements”). The Financial Statements have been prepared in accordance with generally accepted accounting principles (“GAAP”) consistently applied (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and year-end adjustments), reflect all liabilities of LCMC, Touro and Children’s, including all contingent liabilities, and fairly present the financial position of LCMC, Touro and Children’s and the results of operations and changes in financial position as of the dates and for the periods specified. Except as set forth in the Financial Statements, none of LCMC, Touro or Children’s has incurred any liability other than in the ordinary course of business. Since the date of the most recent Audited Financial Statements, none of LCMC, Touro or Children’s has incurred any liabilities other than in the ordinary course of business and consistent with past practice.

Section 13.5 Compliance with Legal Requirements. To LCMC’s Knowledge, LCMC, Touro and Children’s have each materially operated in material compliance with the Legal Requirements, including applicable Health Care Laws, which would affect the ability of LCMC, Children’s and Touro to continue to operate as providers under any federal or state health care program. To LCMC’s Knowledge, none of LCMC, Touro or Children’s

currently employed staff has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by LCMC, Touro, or Children's, or any of their currently employed staff, within the last ten (10) years. Without limiting the generality of the foregoing:

(a) Permits and Licenses. LCMC, Touro and Children's each has, or shall have at the time such services are performed, all permits and licenses and other Governmental Authorizations required by all Legal Requirements for the operation of LCMC, Touro and Children's, and are not in material violation of any of said permitting or licensing requirements. Touro and Children's are currently duly licensed by the State of Louisiana.

(b) Medicare/Medicaid Participation. Touro and Children's are participating in or are otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and, to LCMC's Knowledge, no condition exists or event has occurred which would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program. None of LCMC, Touro or Children's is an Excluded Provider.

Section 13.6 Legal Proceedings; Orders. There is no pending Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To LCMC's Knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to, or serve as a basis for, the commencement of any such Proceeding which is reasonably likely to result in an

inability to perform the terms and conditions of this Agreement. There is no Order is subject that would limit or affect LCMC's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 13.7 Insurance; Malpractice. Touro and Children's are, and have been for the past three consecutive (3) years, qualified health care providers covered under the provisions of the Louisiana Medical Malpractice Act, La. R.S. 40:1299.41, *et seq.*, and are, and have been for the past three consecutive (3) years, members of the Louisiana Patient's Compensation Fund.

Section 13.8 Full Disclosure. No representation or warranty made by LCMC in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 13.9 Definition of Knowledge. For purposes of this Article, the term "Knowledge" shall mean the actual knowledge of (i) the President and Chief Executive Officer and (ii) the Chief Financial Officer of LCMC.

ARTICLE XIV. FURTHER COVENANTS OF THE PARTIES

The Parties covenant that between the Effective Date and the Commencement Date:

Section 14.1 Master Collaborative Agreement. LSU and UMCMC will enter into the Master Collaborative Agreement and its associated agreements.

Section 14.2 Compliance with ACGME Requirements. The Parties shall use commercially reasonable efforts to cause the LSU GME Programs to maintain their accreditation by ACGME and to cause the LSU GME Programs to continue to be in material compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements. UMCMC and LCMC shall use commercially reasonable efforts to cause the

Hospital to maintain its status as a Major Participating Site as defined by the ACGME and in compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements.

Section 14.3 Third Party Consents and Approvals. The Parties will have obtained all consents, approvals, Orders or authorizations of, or registrations, declarations or filings with any Person required in connection with the execution, delivery or performance of this CEA.

Section 14.4 Continuation of Hospital Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause the Hospital to: (i) conduct the Hospital's operations in the ordinary course; and (ii) use commercially reasonable efforts to maintain in all material respects the assets, properties and business organizations and current relationships and goodwill with their respective customers, suppliers and payors of the Hospital.

Section 14.5 Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not sell, transfer, lease, sublease, license or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of the New Facility or Interim Facility, other than in the ordinary course of business.

Section 14.6 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the execution of this Agreement, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances,

powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

**ARTICLE XV.
TERM AND TERMINATION**

Section 15.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and shall expire five (5) years following the Commencement Date (the “Initial Term”) and will automatically renew for five (5) year terms under the same terms and conditions herein (each a “Renewal Term”), unless UMCMC provides at least two hundred seventy (270) days’ advance notice, prior to the expiration of the then-current term of this Agreement, of its intent to not renew this CEA

Section 15.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 15.2, and for no other reason, including, without limitation, any Breach of this CEA, the Master Collaborative Agreement or other agreement related to the Contemplated Transactions. Any early termination of this CEA shall be subject to the six (6) month Termination Wind Down Period in Section 15.4. Subject to the foregoing, this CEA may terminate prior to the expiration of the Term for the following (each a “Terminating Event”):

- (a) upon the mutual agreement of all Parties;
- (b) there is a change in (or a new interpretation of) the law, whether statutory, regulatory or other position or rule set forth by a Governmental Body, that has a Material Adverse Effect on any of the Parties, and the Parties are unable to agree, following the process in Section 19.4, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has a Material Adverse Effect on any of the Parties and are unable to

reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection, provided that the State shall return to UMCMC the payments described in Section 15.3(f); or

(c) Termination prior to its term or expiration of the Master Hospital Lease or Right of Use Agreement in accordance with its terms, provided that this CEA will not terminate upon the mutual determination of the Parties.

Section 15.3 Effects of Termination. Subject to the Termination Wind Down Period in Section 15.4, the following shall apply consistent with the Termination Wind Down Period:

(a) Each Party shall surrender possession, and deliver to another Party, all property belonging to the other Party, update and complete all files, records and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;

(b) Each Party shall cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement;

(c) UMCMC shall vacate facilities owned by LSU;

(d) The Master Hospital Lease and Right of Use Agreement shall terminate;

(e) Ownership of the Hospital's Medicare and Medicaid Provider Numbers shall be transferred to LSU; and

(f) If the termination is for reasons provided in Section 15.2(a), (b), or (c), the State shall return to UMCMC (i) unearned prepaid rent under the terms of the Master Hospital Lease and any related lease for the New Facility entered into by the Parties in accordance with Section 4.1(d) ("Prepaid Rent"), and (ii) the value as of the termination date of unamortized

capital expenditures computed on a GAAP basis made by UMCMC or an LCMC Affiliate to the New Facility and other buildings and other capital improvements paid for by LCMC or UMCMC on the land subject to the Right of Use Agreement and not part of the New Facility (“Unamortized Improvements”).

Section 15.4 Wind Down Period Upon Termination. Any early termination of this Agreement allowed under Article XV shall be subject to a period not to exceed six (6) months (the “Termination Wind Down Period”), if applicable, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination right under Section 15.2, any Party may give written notice to the other Parties of its intent to terminate this CEA. The Termination Wind Down Period shall begin two (2) days after the terminating Party or Parties give notice of intent to terminate (the “Wind Down Commencement Date”) and end on the six (6) month anniversary of the Wind Down Commencement Date. Subject to the ultimate authority of the UMCMC Board of Directors, during the Termination Wind Down Period, LSU, DOA, UMCMC and LCMC will establish a transition committee consisting of at least eight (8) people, with each of LSU, DOA, UMCMC, and LCMC appointing an equal number of members to the committee, to work with the UMCMC Board of Directors in the transition of Hospital operations. The Tulane representative on the UMCMC Board of Directors shall serve on the transition committee. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Termination Wind Down Period.

**ARTICLE XVI.
LCMC WITHDRAWAL**

Section 16.1 Limitations on Withdrawal. LCMC shall be allowed or required, as applicable, to withdraw as a member of UMCMC prior to the expiration of the Term of this CEA (a “Member Withdrawal”) only in accordance with this Article XVI, and for no other reason, including, without limitation, any Breach of this CEA, the Master Collaborative Agreement or other agreement related to the Contemplated Transactions. With the exception of Member Withdrawals in accordance with Section 16.2(f) or Section 16.4(a), which are subject to an accelerated withdrawal process, any Member Withdrawal shall be subject to six (6) month Transition Period provided in Section 16.8. Except as otherwise provided for in Section 17.2(c), in the event that LCMC withdraws as a member of UMCMC, LCMC and LCMC Affiliates will forbear collection of any and all loans made to UMCMC prior to the Member Withdrawal Date.

Section 16.2 Elective Withdrawal Events. Subject to the Parties’ good faith participation in the Pre-Withdrawal Process set forth in Section 16.6, except as provided herein, upon the occurrence of one or more of the following events (each, a “Potential Elective Withdrawal Event”), LCMC shall have the option to withdraw from UMCMC in accordance with Section 16.7:

- (a) Mutual agreement of all the Parties;
- (b) Any action, or pattern or practice of action, by LSU that is materially inconsistent with the Public Purpose of this Cooperative Endeavor Agreement;
- (c) Any final, non-appealable judgment against a Public Party in favor of UMCMC or LCMC that remains unpaid for more than one (1) year from the date of the final judgment;

(d) A Public Party fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within such Party's ability to satisfy and which has a Material Adverse Effect on LCMC or UMCMC's ability to perform its obligations under this CEA; or

(e) A Public Party shall have made any representation or warranty in this Agreement or in any document or certificate which is executed by such Party incident to this Agreement, which is at any time found to have been inaccurate in any material respect at the time such representation or warranty was made and the consequences of such inaccuracy has a Material Adverse Effect on LCMC's or UMCMC's ability to perform its obligations under this CEA, provided that inaccuracies that are not the result of intentional misrepresentation, and which inaccuracies are corrected at or prior to the Commencement Date, shall be excused.

(f) LCMC may withdraw as a member of UMCMC, without cause, upon sixty (60) days' advance written notice to LSU. In determining whether to exercise its without cause withdrawal right, LCMC will act in good faith and with full consideration of the ability of UMCMC to be financially viable and sustainable, which determination will be made by LCMC's Board of Trustees only after opportunity for consultation and input by LSU and Tulane, pursuant to the Consultative Process, as well as any other academic partners, provided that their curative efforts shall not delay or extend the sixty (60) day period. This Potential Elective Withdrawal Event shall not otherwise be subject to Sections 16.6, 16.8, or 16.9.

Section 16.3 Other Effects of Elective Withdrawal. Subject to the provisions of Section 17.2(a) regarding stipulated damages in the event of LCMC's elective withdrawal as a member of UMCMC, upon LCMC's elective withdrawal, LCMC and UMCMC shall be entitled to pursue any damages or remedies available at law.

Section 16.4 Involuntary Withdrawal Events. Subject to the Parties' good faith participation in the process set forth in Section 16.6, except as provided herein, upon the occurrence of one or more of the following events (each, a "Potential Involuntary Withdrawal Event"), LSU shall have the option to compel LCMC to withdraw as a member of UMCMC in accordance with Section 16.7:

(a) Any action, or pattern or practice of action, by LCMC or UMCMC that is materially inconsistent with the Public Purpose of this CEA. Notwithstanding any six (6) month or other wind-down period provision herein to the contrary, to compel LCMC to withdraw as a member of UMCMC under this provision, LSU shall provide sixty (60) days' advance written notice of its intent to compel LCMC to withdraw from UMCMC. Such notice shall include a detailed description of the basis for such event. During such sixty (60) day period, the Parties agree to engage in the Consultative Process to attempt to resolve this Potential Involuntary Withdrawal Event; also during such sixty (60) day period, UMCMC and LCMC may attempt to cure this Potential Involuntary Withdrawal Event, provided that their curative efforts shall not delay or extend the sixty (60) day period. Also during such sixty (60) day period, LCMC may give notice of its intent to withdraw as a member of UMCMC without cause as set forth in Section 16.2(f); provided, however, that in such event LCMC shall not be entitled to any remedies in Section 17.2, unless it has first cured this Potential Involuntary Withdrawal Event to the approval of LSU, which approval shall not be unreasonably withheld in consideration of the Public Purpose per Article I of this CEA, during such sixty (60) day period. If the Consultative Process does not resolve the Potential Involuntary Withdrawal Event and if UMCMC and LCMC do not cure the Potential Involuntary Withdrawal Event to the approval of LSU, which approval shall not be unreasonably withheld in consideration of

the Public Purpose per Article I of this CEA, and if LCMC does not elect to withdraw as a member of UMCMC without cause as set forth in Section 16.2(f), then LSU may issue a Withdrawal Notice, as that term is defined in Section 16.7. Upon the issuance of such Withdrawal Notice, LSU shall have the option either (i) to compel LCMC's immediate withdrawal from UMCMC, or (ii) to invoke the provisions of Section 16.8 (UMCMC Transition upon Withdrawal) and Section 16.9 (UMCMC Transition Period Governance). In either event, this Potential Involuntary Withdrawal Event shall not be subject to Section 16.6, nor shall it be subject to Section 16.7 other than for the limited purpose of incorporating the defined term "Withdrawal Notice" set forth therein.

(b) A Change in Control of UMCMC or LCMC without LSU's consent;

(c) Either of the UMCMC Articles of Incorporation or Bylaws is amended except in accordance with its terms;

(d) LCMC or UMCMC fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within LCMC's or UMCMC's ability to satisfy and which has a Material Adverse Effect on another Party's ability to perform its obligations under this CEA.

(e) LCMC or UMCMC shall have made any representation or warranty in this Agreement or in any document or certificate which is executed by LCMC or UMCMC incident to this Agreement, which is at any time found to have been inaccurate in any material respect at the time such representation or warranty was made and the consequences of such inaccuracy has a Material Adverse Effect on another Party's ability to perform its obligations under this CEA, provided that inaccuracies that are not the result of intentional misrepresentation, and which inaccuracies are corrected at or prior to the Commencement Date, shall be excused.

Section 16.5 Effect of Involuntary Withdrawal. Subject to the provisions of Section 17.2(b) regarding stipulated damages upon LCMC's involuntary withdrawal as a member of UMCMC due to a Breach of the Master Hospital Lease or Right of Use Agreement by a Public Party, or a casualty or expropriation event, LCMC shall not be entitled to any payment upon its involuntary withdrawal as a member of UMCMC, including, without limitation, refund or payment of (i) unearned Prepaid Rent; (ii) Unamortized Improvements; or (iii) the difference between UMCMC's current assets and current liabilities, as computed on a GAAP basis ("Working Capital").

Section 16.6 Process for Addressing Potential Withdrawal Events.
Except as otherwise provided herein, the process the Parties shall follow for addressing Potential Elective Withdrawal Events and Potential Involuntary Withdrawal Events (collectively, a "Potential Withdrawal Event") upon the occurrence of a Potential Withdrawal Event (the "Pre-Withdrawal Process") with the objective of avoiding a Member Withdrawal shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Withdrawal Event shall provide the other Party or Parties written notice of such event, which notice shall include a detailed description of the basis for such event and the Party's requirements to remedy such asserted event. The Party asserted to have caused the Potential Withdrawal Event shall be entitled to a Cure Period, or such other time period agreed to by the Parties, to remedy the asserted Potential Withdrawal Event.

(b) Consultative Process. If such Potential Withdrawal Event is not cured within the Cure Period, the Parties shall engage in the Consultative Process for a period of not less than thirty (30), but not more than sixty (60), days to attempt to resolve the Potential Withdrawal Event. Unless this Agreement provides that the Consultative Process is to proceed

automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Parties.

(c) Executive Level Negotiations. If an alleged Potential Withdrawal Event is not resolved in the Consultative Process, the president or equivalent executive of each such Party, or his or her designee, shall discuss and negotiate in good faith for thirty (30) calendar days, or such longer period as the Parties may agree, to attempt to resolve the issue.

Section 16.7 Withdrawal Rights. If the asserted Potential Withdrawal Event is not resolved pursuant to the procedures in Section 16.6, if applicable, then LCMC, in the case of a Potential Elective Withdrawal Event, may declare its intent to withdraw from UMCMC, or the affected Party, in the case of a Potential Involuntary Withdrawal Event, may declare its intent to cause LCMC's withdrawal from UMCMC, as the case may be, by delivery of written notice of such intent to the other Parties (the "Withdrawal Notice"). Such a withdrawal shall be in addition to any other remedies which the applicable Party may have at law, including damages, but shall be subject to the Transition Period provided in Section 16.8, unless otherwise provided herein.

Section 16.8 UMCMC Transition upon Withdrawal.

(a) Transition Generally. During the period commencing on the effective date of the Member Withdrawal Notice and ending on the date of LCMC's withdrawal as a member of UMCMC (the "Member Withdrawal Date") (such period, the "Transition Period"), LCMC, UMCMC, and LSU shall coordinate LCMC's withdrawal to minimize the likelihood of any adverse impact on the Hospital's operations, including, without limitation, inpatient and outpatient hospital care, outpatient clinics, and GME. The Transition Period shall be for a period of six (6) months beginning two (2) days after the date of the Withdrawal Notice, unless

otherwise extended by the Board of Directors of UMCMC or the Transition Board of Directors (as defined below), as the case may be, and approved by LCMC, provided that any payments due LCMC upon its withdrawal shall not be due until one (1) year after the Member Withdrawal Date as provided in Section 17.5. The Member Withdrawal Date shall be the last day of the Transition Period.

(b) New Member. During the Transition Period, UMCMC may seek a new Person to become the member(s), and to replace LCMC as the member, of UMCMC (the “New Member”) that, upon such terms and conditions as UMCMC, LCMC and the New Member agree in writing, will support UMCMC’s management and operation of the Hospital in accordance with the CEA. For purposes of this Agreement, LSU and UMCMC agree, absent a mutual agreement otherwise among them and Tulane, that, in the event a New Member(s) is substituted for LCMC as the sole member(s) of UMCMC:

(i) The New Member(s) shall be required to honor and shall be bound by the Graduate Medical Education provisions (the “GME Provisions”) set forth in the MOU, including, without limitation, (1) the GME Provisions related to the allocation and use of residency slots, (2) the GME Provisions requiring non-discrimination in the administration of Graduate Medical Education programs (“GME Programs”) with respect to any Sponsoring Institutions, or any Sponsoring Institution’s students, faculty and residents, and (3) the GME Provisions related to entering into and administering certain GME contracts.

(ii) The New Member(s) shall be required to (1) maintain Tulane’s and LSU’s respective rights with respect to representation on UMCMC’s Board of Directors as set forth in the MOU; (2) ensure that no alterations, modifications or

changes are made to any GME Programs, or the administration of such programs, without the approval of the affected Sponsoring Institution; (3) have provisions contained in UMCMC's bylaws consistent with the MOU pertaining to the GME Programs and the allocation of residency slots and ensure there are no modifications, alterations, changes or amendments to such provisions without the consent of the affected Sponsoring Institution; and (4) ensure that a majority of the members of UMCMC's Board of Directors shall continue to be independent of Tulane and LSU.

(iii) The New Member(s) shall be required to agree to and be bound by the terms of the CEA.

Section 16.9 UMCMC Transition Period Governance

(a) Special Meeting of Board of Directors. Within thirty (30) days following the Member Withdrawal Notice, the UMCMC Board of Directors shall convene a special meeting to determine the composition of the UMCMC Board of Directors during the Transition Period. Upon an affirmative supermajority vote of the UMCMC Board of Directors, defined as eleven (11) of fourteen (14) voting Directors (including the affirmative vote of at least two (2) of the academic appointee Directors), the existing composition of the Board of Directors shall continue during the Transition Period.

(b) Transition Board of Directors. If an affirmative supermajority vote to maintain the composition of the UMCMC Board of Directors does not occur, then LCMC and the UMCMC Board of Directors shall immediately cause the UMCMC Articles and Bylaws then in effect to be amended to (i) provide for a reconstituted UMCMC Board of Directors to

serve UMCMC during the Transition Period (the “Transition Board of Directors”), and (ii) remove the reserved powers of LCMC. The Transition Board of Directors shall consist of:

(i) One (1) Director who shall be a representative of LSU appointed by the President of LSU after obtaining the advice and consent of the LSU Board of Supervisors;

(ii) One (1) Director who shall be appointed by the President of Tulane;

(iii) One (1) Director who shall be appointed by the President of Xavier University (“Xavier”); and

(iv) Three (3) Directors who shall be appointed by LCMC.

(c) Appointment of Special Director. If any vote of the Transition Board of Directors results in deadlock and such deadlock extends for two (2) consecutive meetings of the Transition Board of Directors, then the Transition Board of Directors shall petition the Chief Bankruptcy Judge of the United States District Court, Eastern District of Louisiana to appoint a neutral special director (the “Special Director”), with the qualifications set forth in Section 16.90. In the event that such bankruptcy judge does not have jurisdiction to appoint the Special Director, then the Special Director shall be appointed by the American Arbitration Association. The Special Director shall only participate in the activities of the Transition Board of Directors to cast the deciding vote in the event of a deadlock that has lasted for two (2) consecutive meetings. In making a deciding vote, the Special Director shall consider the following factors:

(i) The impact of the exercise on UMCMC;

- (ii) The impact of the exercise on the educational programs operated by UMCMC;
- (iii) The impact of the exercise on the System; and
- (iv) The impact of the exercise on the delivery of Safety Net Services in the New Orleans area and the State.

(d) Qualifications, Compensation and Indemnification of Special Director.

The Special Director shall have (i) at least fifteen (15) years' experience in hospital administration as a senior executive, and (ii) experience with distressed hospitals. UMCMC shall enter into such compensation and indemnification arrangements with the Special Director as the Transition Board of Directors deems necessary to attract a qualified Special Director.

**ARTICLE XVII.
SPECIAL REMEDIES**

Section 17.1 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XV, and LCMC may only withdraw as a member of UMCMC, or be caused to withdraw as a member of UMCMC, as provided in Article XVI and for no other reason. Subject to the foregoing, and subject to any provision in this CEA to the contrary, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such

covenant or option. A receipt by any Party of payment by any other Party with knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

Section 17.2 Stipulated Damages. The Parties acknowledge and agree that the System is making a substantial financial and managerial commitment and will continue to make such commitments of resources over time, to support the Public Purpose as set forth in this CEA. The Parties further acknowledge and agree that the damages the System will sustain if LCMC elects or is required to withdraw under certain circumstances will be substantial and difficult to quantify. Accordingly, the Parties acknowledge and agree that stipulated damages are an appropriate remedy for LCMC in the event of its withdrawal as a member of UMCMC under certain circumstances as follows:

(a) Elective Withdrawal If LCMC elects to withdraw as a member of UMCMC for any reason set forth in Section 16.2, then upon LCMC's withdrawal as a member of UMCMC the State shall be obligated to pay LCMC stipulated damages in the amount of (1) unearned Prepaid Rent; (2) Unamortized Improvements; and (3) Working Capital.

(b) Involuntary Withdrawal.

(i) If LCMC is required to withdraw as a member of UMCMC upon termination of the Master Hospital Lease or the Right of Use Agreement due to the fault or Breach by a Public Party, then the State shall be obligated to pay UMCMC, and UMCMC shall be obligated to pay LCMC, the value, as of the Withdrawal Date, of UMCMC's: (1) unearned Prepaid Rent; (2) Unamortized Improvements; and (3) Working Capital. LSU and the State hereby agree that

LSU and the State, at their sole cost, shall vigorously defend any and all claims and lawsuits challenging the right of UMCMC to lease and occupy, or otherwise asserting any claim seeking to disturb UMCMC's actual physical possession of, all or part of the Leased Premises (as defined in the Master Hospital Lease) or use of all or part of the Land and Surface Improvements (as defined in the Right of Use Agreement) that would result in a termination of the Master Hospital Lease or the Right of Use Agreement and LCMC's Involuntary Withdrawal due to the fault or breach of the Master Hospital Lease or the Right of Use Agreement by a Public Party. LCMC shall not be entitled to stipulated damages upon early termination of the Master Hospital Lease or the Right of Use Agreement due to a UMCMC Event of Default as defined in the Master Hospital Lease.

(ii) If LCMC is required to withdraw as a member of UMCMC upon termination of the Master Hospital Lease due to a casualty or expropriation event as provided in the Master Hospital Lease, then UMCMC shall be obligated to pay LCMC the amount of compensation to which UMCMC is entitled under the terms of the Master Hospital Lease and Working Capital as of the Withdrawal Date.

(c) Stipulated Damages Applicable to Voluntary and Involuntary Withdrawals. Stipulated damages, whether pursuant to Section 17.2(a) or Section 17.2(b), shall be secured by a pledge of any revenue stream(s) due to UMCMC under UMCMC's leasehold interest in the Ambulatory Care Building and Parking Garage; provided, however, that such pledge shall not include any rights regarding the use, possession or occupancy of the Ambulatory Care Building and Parking Garage; provided further that UMCMC shall ensure that any persons or entities subleasing or otherwise occupying any part of the Ambulatory Care

Building and Parking Garage after the Member Withdrawal Date shall pay fair market value to UMCMC therefor. UMCMC, LSU, and the State shall execute such documents as are reasonable and necessary to effectuate the pledge set forth herein. In addition, in the event that LCMC is entitled to stipulated damages pursuant to Section 17.2(a) or Section 17.2(b), then the outstanding balance on any loans made to UMCMC by LCMC or an LCMC affiliate prior to the Member Withdrawal Date for the specific purpose of providing Working Capital to UMCMC shall be converted to a new loan to be repaid by UMCMC over a five-year term at the federal funds rate plus two percent (2%), commencing on the Member Withdrawal Date; provided, however, that UMCMC's obligation to repay such loans shall be deemed satisfied upon the State's payment of stipulated damages pursuant to Section 17.2(a) or Section 17.2(b), as applicable.

Section 17.3 Federal Program Recoupment Action. In the event of a federal program recoupment action which results in a set-off of reimbursement due UMCMC as a result of an overpayment while LSU was responsible for the Hospital's Medicare and Medicaid Provider Numbers, the State will seek an immediate appropriation to reimburse UMCMC, and UMCMC will assign to LSU any rights to negotiate, contest, settle or otherwise resolve such recoupment action. Notwithstanding the foregoing, UMCMC shall have an immediate right of set-off against Rent due under the Master Hospital Lease to compensate UMCMC in an amount consistent with the amount withheld under the recoupment action.

Section 17.4 Defense and Indemnification for Expropriation-Related Claims. The State shall defend, indemnify and hold harmless UMCMC against all claims, suits and actions relating to the expropriation of all or any part of the immovable

property upon which the New Facility is located or that is the subject of the Right of Use Agreement.

Section 17.5 Appropriation Contingency. Obligations of any Public Party arising under this CEA other than the Required Program Funding are contingent obligations and shall be subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and shall not be due and payable until such funds are available following Legislative appropriation. Whenever payment obligations under this Agreement are subject to appropriation by the Louisiana Legislature of sufficient funds and the availability of funds following such legislative appropriation, DOA and LSU covenant to include in their annual budget request for appropriation of the funds necessary to satisfy the applicable payment obligation; and use their best efforts to cause such obligations to be funded. Notwithstanding the foregoing, no amounts payable to LCMC upon its withdrawal from UMCMC shall be due sooner than one (1) year from the Member Withdrawal Date. The foregoing provisions shall not limit the application of Section 17.1 or Section 16.2(c) of this CEA.

**ARTICLE XVIII.
INSURANCE AND INDEMNIFICATION**

Section 18.1 Insurance. UMCMC will provide commercially reasonable insurance as provided in the Master Hospital Lease, Equipment Lease, and the Professional Services Agreement.

Section 18.2 Indemnification.

(a) Survival. Except as expressly provided to the contrary, all representations, warranties, covenants and obligations in this Agreement and any other certificate or document

delivered pursuant to this Agreement shall survive the consummation of the Contemplated Transactions and the termination of this Agreement.

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 18.2.

(c) Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification or otherwise) for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") incurred by UMCMC or LCMC as a result of (A) a Breach of any representation or warranty by LSU, disregarding any Knowledge qualification contained therein, or (B) the actions or failure to act by LSU Personnel; provided however, that LSU's obligation under this Section shall only apply if, on or before the third (3rd) anniversary of the Commencement Date, UMCMC or LCMC notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UMCMC or LCMC. Notwithstanding the foregoing, with respect to a Breach resulting from fraud or a Breach of Section 10.1, Section 10.2, Section 10.7 or Section 10.10, a claim may be made at any time subject to the applicable statute of limitations or prescriptive period. With respect to a Breach resulting from a violation of Health Care Laws, a claim may be made within ten (10) years of the Commencement Date.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State, through DOA, will have liability (for indemnification or otherwise) for all Damages incurred by UMCMC or LCMC as

a result of (A) a Breach of any representation or warranty by the State or DOA, disregarding any Knowledge qualification contained therein, which claim shall be made on or before the third (3rd) anniversary of the Commencement Date, except with respect to a Breach resulting from fraud or a Breach of Section 11.1 or Section 11.1(a), in which case a claim may be made at any time subject to the applicable statute of limitations or prescriptive period, (B) any liability pertaining to FEMA funds related to the New Facility, in which case a claim must be made on or before the sixth (6th) anniversary of the Commencement Date, or (C) the expropriation of immovable property for the New Facility, in which case a claim may be made within the applicable statute of limitations or prescriptive period; provided however, that UMCMC or LCMC notifies DOA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UMCMC or LCMC.

(iii) Except as otherwise provided in this Agreement, UMCMC will have liability (for indemnification or otherwise) for all Damages incurred by LSU or the State as a result of (A) a Breach of any representation or warranty by UMCMC, or (B) the actions or failure to act by the employees or agents of UMCMC; provided however, that UMCMC's obligation under this Section shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU, DOA or the State notifies UMCMC of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU, DOA or the State. Notwithstanding the foregoing, with

respect to a Breach of Section 12.1 or Section 12.2, a claim may be made at any time subject to the applicable statute of limitations or prescriptive period.

(iv) Except as otherwise provided in this Agreement, LCMC will have liability (for indemnification or otherwise) for all Damages incurred by LSU or the State as a result of (A) a Breach of any representation or warranty by LCMC, or (B) the actions or failure to act by the employees or agents of LCMC; provided however, that LCMC's obligation under this Section shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU, DOA or the State notifies UMCMC of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU, DOA or the State. Notwithstanding the foregoing, with respect to a Breach of Section 13.1, Section 13.2, or Section 13.3, a claim may be made at any time subject to the applicable statute of limitations or prescriptive period.

(d) Third-Party Claims.

(i) Promptly after receipt by a Person entitled to indemnity under this Agreement (an "Indemnified Person") of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying

Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's written consent unless (A) there is no finding or admission of any violation of a Legal Requirement or any violation of

the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its written consent (which may not be unreasonably withheld).

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (ii) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (i) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (ii) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(e) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the Party from whom indemnification is sought and shall be paid promptly after such notice.

ARTICLE XIX. GENERAL PROVISIONS

Section 19.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes the other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(h) “or” is used in the inclusive sense of “and/or”;

(i) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”;

(j) references to “day,” rather than the defined term “Business Day,” shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 19.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 19.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 19.4 Dispute Resolution. The Parties will attempt to resolve any material Breaches, disputes or issues of concern to or affecting the transactions or relationships contemplated by this CEA that are not Terminating Events (except as provided in Section 15.2(b)) or Potential Withdrawal Events as follows:

(a) Cure Period. If the basis of the dispute is alleged to constitute a Breach of the CEA, the Master Collaborative Agreement or any other agreement associated with the Contemplated Transactions, the Party alleging the Breach shall provide the alleged breaching Party with written notice of such alleged Breach, with sufficient detail to provide the alleged breaching Party with the factual basis or circumstances giving rise to the alleged Breach. The breaching Party shall be entitled to a Cure Period to cure the alleged Breach.

(b) Consultative Process. If the alleged Breach is not cured within the Cure Period, or if the dispute does not involve an alleged Breach or is not otherwise subject to cure, the Parties shall engage in the Consultative Process for a period of ten (10) days, or such longer

period as may be appropriate but not to exceed sixty (60) days, to attempt to resolve the dispute.

(c) Right to Legal Remedies for non-Terminating Events and non-Potential Withdrawal Events; No Termination or Withdrawal Rights. If such dispute involves a non-Terminating Event or non-Potential Withdrawal Event and is not resolved pursuant to the Consultative Process and such other dispute resolution processes to which the Parties may agree, the Parties shall be entitled to such remedies as are available at law, including Damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Interim Facility or the New Facility, as applicable. No Party shall have the right to terminate this Agreement, nor may LCMC elect or be compelled to withdraw as a member of UMCMC, for a non-Terminating Event or a non-Potential Withdrawal Event, except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 19.5 Public Announcements. Any public announcement, press release or similar publicity with respect to entering this Agreement or the Contemplated Transactions will be issued in the best interests of the Parties.

Section 19.6 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to Section 19.6(h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and

(iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the LCMC CEO with respect to Confidential Information of LCMC, or the UMCMC CEO with respect to the Confidential Information of UMCMC. Each of LCMC, UMCMC and LSU shall disclose the Confidential Information of the other Party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or LCMC or UMCMC, as the case may be, of the obligations of this Article with respect to such information. Each of LSU, LCMC and UMCMC shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. This Section 19.6 does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to Section 19.6(h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having

regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found

by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes “protected health information” as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the Health Information and Technology Act and the rules and regulations promulgated thereunder, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to LCMC or UMCMC shall remain in the possession, custody and control of LCMC and UMCMC, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU, LCMC and UMCMC consider records of LCMC to be proprietary to LCMC, and records of UMCMC to be proprietary of UMCMC, and, to the extent that LCMC or UMCMC makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, *et seq.* (the “Public Records Act”) which may include

documents marked as confidential and/or proprietary to LCMC or UMCMC, LSU will use its best efforts to give notice to LCMC or UMCMC, as applicable, that LSU has received such a public records request prior to producing any documents considered to be proprietary to LCMC or UMCMC, and if such notice cannot be provided to LCMC or UMCMC before LSU is required to produce such documents, LSU shall provide notice to LCMC or UMCMC, as applicable, as soon thereafter as possible. In the event that LCMC or UMCMC objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, LCMC or UMCMC, as appropriate, will immediately so notify LSU in writing and take such action as LCMC or UMCMC deems necessary to protect the disclosure of such records. In the event of a final, binding, non-appealable judgment that LSU's refusal to produce such documents was in violation of the Public Records Act, LCMC and UMCMC will indemnify and hold harmless LSU and the State, their employees, attorneys and agents from and against any Damages resulting from or relating to LSU's failure to produce such documents in response to a public records request.

Section 19.7 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a Breach.

Section 19.8 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable

Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips L.L.P.
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: Patrick D. Seiter, Esq.

If to DOA

Division of Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana, Division of Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill, Esq.

If to the State:

C/o Division of Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana, Division of Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill, Esq.

If to UMCMC:

University Medical Center Management Corporation
(A Major Affiliate of LSU Pursuant to La. R.S. 17:3390)
P. O. Box 3374
Baton Rouge, LA 70821
Attention: Robert V. "Bobby" Yarborough, Chair

With a copy to:

Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: Richard Guevara,
Vice President of Legal Affairs
and

Kantrow, Spaht, Weaver & Blitzer
(APLC)
City Plaza, Suite 300
445 North Boulevard
Baton Rouge, LA 70802
Attention: Lee C. Kantrow, Esq.

If to LCMC:

Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: Steve Worley, President and CEO
Richard Guevara, Vice President of Legal Affairs

With a copy to:

Foley & Lardner LLP
111 Huntington Avenue, Suite 2500
Boston, MA 02199
Attention: J. Mark Waxman, Esq.

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, when delivered;
- (ii) if given by nationally recognized and reputable overnight delivery service, the Business Day on which the notice is actually received by the Party; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 19.9 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The Parties

agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 19.10 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 19.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches pursuant to Legal Requirements, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 19.11 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented,

or otherwise modified except by a written agreement executed by LSU, DOA, the State, LCMC and UMCMC.

Section 19.12 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 19.13 Severability and Reformation. If any term, provision, covenant or condition of this CEA is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable Legal Requirements, the remaining portions or provisions shall continue in full force and effect, unless the effect of such severance would be to substantially alter the CEA or obligations of the parties, in which case the CEA may be immediately terminated.

Section 19.14 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Articles and “Sections” refer to the corresponding Articles and Sections of this Agreement.

Section 19.15 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 19.16 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 19.17 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (in PDF format) transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronically (in PDF format) shall be deemed to be their original signatures for all purposes.

Section 19.18 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 19.19 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out

any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available to the Secretary, the Comptroller, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 19.20 Name and Trademark. Except as provided in this Agreement and the Master Collaborative Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 19.21 LCMC and UMCMC Not Intended to be Public Bodies. Except as provided in Section 19.22, nothing in this Agreement is intended, and it is not the intent of the Parties, to cause or result in LCMC or UMCMC being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise

subject to public inspection laws of the State, public audit, public meeting, or other disclosure procedures generally applicable to public bodies in the State.

Section 19.22 Legislative Auditor. It is hereby agreed that the State and/or the Louisiana Legislative Auditor shall have the option of auditing all accounts of UMCMC which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours upon reasonable prior written notice.

Section 19.23 Non-Discrimination Clause. UMCMC agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and UMCMC agrees to abide by the requirements of the Americans with Disabilities Act of 1990. UMCMC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 19.24 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon the reasonable request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the

Contemplated Transactions, including without limitation, the pledge of the leasehold interest referenced in Section 17.2(a).

[Signatures on following pages.]

Signature page to the Amended and Restated Cooperative Endeavor Agreement
By and Among Louisiana Children's Medical Center, University
Medical Center Management Corporation, the Board of Supervisors
of Louisiana State University and Agricultural and Mechanical College,
Louisiana Division of Administration, Louisiana Department of Health and Hospital,
and the State of Louisiana, through the Division of Administration

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

**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**, a public
constitutional corporation of the State of Louisiana

By: _____
F. King Alexander, President of the
Louisiana State University System

STATE OF LOUISIANA

By: _____
Kristy Nichols, Commissioner

**STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION**

By: _____
Kristy Nichols, Commissioner

Signature page to the Amended and Restated Cooperative Endeavor Agreement
By and Among Louisiana Children’s Medical Center, University
Medical Center Management Corporation, the Board of Supervisors
of Louisiana State University and Agricultural and Mechanical College,
Louisiana Division of Administration, Louisiana Department of Health and Hospital,
and the State of Louisiana, through the Division of Administration

**LOUISIANA CHILDREN’S MEDICAL
CENTER**

By: _____
Gregory C. Feirn, President and Chief
Executive Officer

**UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION**

By: _____
Cindy Nuesslein, Chief Executive Officer

APPENDIX 1 DEFINITIONS

“AAA” means the Academic Affiliation Agreement between UMCMC and LSU.

“AAC” means the UMCMC Academic Advisory Committee.

“Academic Health System CPA” means an independent, nationally-recognized certified public accountant possessing significant experience in the review and analysis of the financial reimbursement operations of hospital systems and academic medical centers.

“Academic Medical Center” or “AMC” means the collaborative academic medical center operated by UMCMC.

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Affiliate” means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. “Control” (including the term “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.

“Agreement” or “CEA” means this Cooperative Endeavor Agreement among LSU, UMCMC, LCMC, DOA, and the State.

“Ambulatory Care Building” means the ambulatory care building currently under construction, which is part of the New Facility.

“Ancillary Agreement” has the meaning set forth in Section 12.2.

“Audited Financial Statements” shall mean audited consolidated financial statements for the LCMC System and the balance sheet and the related statements of income, and changes in financial position of the LCMC System with available reports thereon from an independent certified public accounting firm.

“Benefit Plans” means any pension, retirement, savings, disability, medical, hospital, surgical, dental, optical or other health plan (including such benefits that are provided through insurance or a health maintenance organization), life insurance (including any individual life insurance policy as to which LSU makes premium payments whether or not LSU is the owner, beneficiary or both of such policy) or other death benefit plan (including accidental, death insurance), profit sharing, present or deferred compensation, employment consulting, termination of employment, change-in-control, retention stock option, bonus or other incentive plan, excess benefit plan vacation benefit plan, holiday, sick pay, severance plan, “golden parachute”, prepaid legal services, day care, employee assistance (referral) benefits, cafeteria plan, scholarship, or educational benefit, supplemental unemployment, expense reimbursement, medical service discount, any fringe benefits referenced in Section 132 of the Code or other employee benefit

plan or arrangement (whether written or arising from custom) to which LSU is a party or by which LSU or any of the Hospitals (or any of its rights, properties or assets) is bound, or with respect to which LSU has made payments, contributions or commitments or may otherwise have any liability (including any such plan or arrangement formerly maintained by LSU), but in either case, which provide benefits to one or more employees, former employees or non-employees service providers of LSU, including without limit Employees, or any of their respective dependents or beneficiaries.

"Breach" means any action, inaction, omission, or other act of a Party that results in that Party's failure to perform or comply with any covenant or obligation in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any inaccuracy in any representation or warranty in this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

"Business Days" means Monday through Friday of each week, excluding legal holidays.

"Change of Control" means (i) a sale, merger or consolidation of LCMC or UMCMC, through a transaction or a series of related transactions, in which the members of LCMC or UMCMC immediately prior to such transaction would, following such transaction or series of related transactions, own, in the aggregate, less than fifty percent (50%) of the total combined voting power of the surviving entity normally entitled to vote for the election of directors of the surviving entity, or (ii) the sale by LCMC or UMCMC of all or substantially all of LCMC's or UMCMC's assets in one transaction or in a series of related transactions.

"Children's" means Children's Hospital of New Orleans in New Orleans, Louisiana.

"CMS" means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.

"Code" or "IRC" means the Internal Revenue Code of 1986.

"Commencement Date" means June 24, 2013, the date on which UMCMC shall assume operation and management of the Hospital subject to the terms of this CEA.

"Confidential Information" includes, to the extent allowed by law, any and all of the following information of any Party that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by any Party or its Representatives (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party"):

- (i) all information that is a trade secret under applicable trade secret or other law;
- (ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price

lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;

- (iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
- (iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

“Consultative Process” means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on Breaches, disputes or issues of concern to or affecting the transactions contemplated by the Agreement. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party.

“Contemplated Transactions” means a series of transactions involving the Parties to the CEA, including (i) the substitution of LCMC as the sole member of UMCMC; (ii) UMCMC's lease of the Interim Facility, New Facility, and certain furniture, fixtures, and, equipment, and the purchase of usable consumable inventory and accounts receivable; (iii) execution of the Right of Use Agreement granted by LSU and the State to UMCMC (iv) transition of the Hospital from LSU to UMCMC; (v) UMCMC's support of the academic, clinical and research missions of the AMC, and (vi) such other or additional transactions or agreements as may be necessary to effect the purposes of the CEA.

“Contract Monitor” shall mean the individual appointed by LSU to monitor the Parties' compliance with the terms of this CEA as provided in Section 1.2.

“Core Services” means those core health care services that are described in Article III, Section 3.4 of this Agreement.

“Cure Period” means a sixty (60) day period of time during which a Party may attempt to cure an asserted Breach.

“Damages” shall have the meaning set forth in Section 18.2(c).

“DHH” means the Louisiana Department of Health and Hospitals.

“Disclosing Party” has the meaning set forth in the definition of “Confidential Information.”

“DOA” means the Louisiana Division of Administration.

“Effective Date” means the date that this Cooperative Endeavor Agreement becomes effective and enforceable.

“Equipment Lease” means the lease agreement between LSU and UMCMC for certain equipment necessary for UMCMC’s operation of the Hospital in the form attached as Exhibit 4.3 to the CEA.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Excluded Premises” has the meaning set forth in Section 4.1(d).

“Excluded Provider” means an individual or entity who or that is excluded from participating in any state or federal health care program pursuant to 42 U.S.C. § 1320a-7.

“FEMA” means the Federal Emergency Management Agency.

“Financial Statements” has the meaning set forth in Section 13.4.

“Force Majeure” shall mean any (i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.

“GAAP” means generally accepted accounting principles.

“GME” means graduate medical education.

“GME Provisions” means the provisions related to GME that are set forth in the MOU, including, without limitation, (i) the GME Provisions related to the allocation and use of residency slots, (ii) the GME Provisions requiring non-discrimination in the administration of Graduate Medical Education programs (“GME Programs”) with respect to any Sponsoring Institutions, or any Sponsoring Institution’s students, faculty and residents, and (iii) the GME Provisions related to entering into and administering certain GME contracts.

“GME Programs” means the GME Programs sponsored by LSU or Tulane.

“Governmental Authorization” means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“Governmental Body” or “Governmental Bodies” means any:

nation, state, parish, city, town, borough, village, district or other jurisdiction;

- (i) federal, state, local, municipal, foreign or other government;

- (ii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
- (iii) multinational organization or body; or
- (iv) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

“HCSD” means the LSU Health Care Services Division.

“Health Care Laws” means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation (i) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “Federal Anti-Kickback Statute”; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Law”; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act”; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the “Emergency Medical Treatment and Active Labor Act” (EMTALA).

“HIPAA” means the Health Information Protection and Portability Act of 1996, as amended.

“Hospital” means the patient care and business operations of Louisiana State University Health Sciences Center – Charity Hospital and Medical Center of Louisiana at New Orleans, bearing Medicare Provider Number 190005.

“Hospital Residency Caps” means the Medicare-funded residency slots associated with the Hospital’s Medicare Provider Number.

“Indemnified Person” shall mean the Person entitled to indemnity under this Agreement.

“Indemnifying Person” means the Person obligated to indemnify another Party under this Agreement. “Initial Term” means the period from the Effective Date until the date that is forty-two (42) years following the Commencement Date.

“Intellectual Property” means licenses and other rights owned by LSU for the use its material patents, trade names, business names, service marks, and logos, and all applications and registrations therefor.

“Interim Facility” means the temporary facility located at 2021 Perdido Street, New Orleans, Louisiana 70112 in which the Hospital is operating.

“IRC” means the Internal Revenue Code.

“Key Service Baseline” means the baseline of services in the Key Service Lines provided by the Hospital on the Commencement Date as described in Article III, Section 3.5.

“Key Service Lines” means those service lines described in Article III, Section 3.5.

“Knowledge” means, except as provided in Section 13.9, knowledge of a particular fact or other matter if:

- (i) that individual is actually aware of that fact or matter; or
- (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (iii) a Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as an administrator, director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

“Layoff Plan” means the layoff plan filed by LSU with the Louisiana Department of State Civil Service regarding the layoff of LSU Personnel.

“LCMC” means Louisiana Children’s Medical Corporation.

“LCMC System” or “System” means LCMC and its Affiliates, including Children’s and Touro and, upon completion of the Contemplated Transactions, UCMCMC.

“Leased Premises” means all property set forth in the Master Hospital Lease attached as Exhibit 4.1 of this Agreement.

“Legal Requirement” means any applicable federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.

“Legislature” means the Senate and House of the Louisiana Legislature.

“Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“LSU” or “LSU Board of Supervisors” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“LSU GME Program” means those Graduate Medical Education programs based in the greater New Orleans area for which LSU is the Sponsoring Institution.

“LSU Personnel” means the employees of the LSU Health Care Services Division, School of Medicine, or the Hospital.

“Master Collaborative Agreement” or “MCA” means the agreement among LSU, UMCMC, and LCMC addressing matters related to the Contemplated Transaction and involving ancillary agreements pertaining to same.

“Master Hospital Lease” means the lease agreement among LSU, UMCMC and the State for the Interim Facility, New Facility and other properties described in the lease agreement attached as Exhibit 4.1 of this Agreement.

“Material Adverse Effect” means any action or inaction that, in the context of this Agreement as a whole, would prevent or significantly impair a Party’s ability to meet its own obligations in this Agreement.

“Medically Indigent” means any person whose income is below two hundred percent of the federal poverty level and who is uninsured unless otherwise defined by Louisiana law.

“Member Substitution Agreement” shall mean that certain agreement by and among UMCMC, LCMC, LSU and Tulane pursuant to which LCMC is substituted as the sole member of UMCMC.

“Member Substitution Date” means the date upon which LCMC will be substituted as the sole member of UMCMC, which shall be the Effective Date of this CEA.

“Member Withdrawal” has the meaning set forth in Section 16.1.

“Member Withdrawal Date” has the meaning set forth in 0.

“Memorandum of Understanding” or “MOU” means the agreement dated August 2, 2009, as amended by agreement dated March 2, 2010, among LSU, UMCMC, LCMC, DOA and DHH in which it was contemplated that University Medical Center Management Corporation would assume the operations of the Hospital.

“New Facility” means the new, permanent acute care hospital building, ambulatory care building, and parking garage currently under construction in New Orleans at which the Hospital will operate upon the completion of those buildings and grounds.

“New Member” means a new Person that becomes the sole member of UMCMC in accordance with the provisions of Article XVI.

“OAA” means the UMCMC Office of Academic Affairs.

“Office of Risk Management” means the Office of Risk Management within the DOA.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

“Parking Garage” means the parking garage currently under construction, which is part of the New Facility.

“Party” or “Parties” means the State, LSU, DOA, UMCMC, and LCMC.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

“Potential Elective Withdrawal Event” means an event that may potentially result in LCMC’s elective withdrawal as a member of UMCMC in accordance with Article XVI.

“Potential Involuntary Withdrawal Event” means an event that may potentially result in LCMC’s involuntary withdrawal as a member of UMCMC in accordance with Article XVI.

“Potential Withdrawal Event” means a Potential Elective Withdrawal Event or a Potential Involuntary Withdrawal Event.

“Prepaid Rent” has the meaning set forth in Section 15.3(f).

“Pre-Withdrawal Process” has the meaning set forth in Section 16.6.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“Provider Numbers” shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.

“Public Party” or “Public Parties” means DOA, the State and LSU.

“Public Purpose” means the purpose the Parties seek to accomplish through this Cooperative Endeavor Agreement, specifically, to create an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in a manner consistent with a sustainable business model and adequate funding levels, to serve the State: (i) as a premier site for graduate medical education, capable of competing in the health care marketplace, comparable among its peers, with the goal of attracting the best faculty, residents and students, to enrich the State’s health care workforce and their training experience; (ii) in fulfilling the State’s historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations, and (iii) by focusing on and supporting the Core Services and Key Service Lines, as

defined and agreed by the Parties, necessary to assure high quality GME Programs and access to Safety Net Services.

“Public Records Act” has the meaning set forth in Section 19.6.

“Receiving Party” has the meaning set forth in the definition of “Confidential Information.”

“Renewal Term” means each five (5) year period following the Initial Term and any previous Renewal Term for which UMCMC has exercised its option to renew this CEA.

“Right of Use Agreement” means the agreement between UMCMC, LCMC, LSU and DOA in the form attached as Exhibit 4.2 to the CEA.

“Safety Net Services” means health care services which are important to the health of the citizens of the State, and to which they may not otherwise have access, including, without limitation, the Core Services, whether such lack of access is due to the financial resources available to the patient, lack of availability of the service through alternative providers in the community, or other reason.

“Sponsoring Institution” has the meaning set forth in the Glossary of Terms published by ACGME with respect to graduate medical education programs.

“State” means the State of Louisiana, acting herein through the Division of Administration.

“Term” means the Initial Term and any Renewal Term.

“Terminating Event” means the events that may give rise to early termination of the CEA in accordance with Section 15.2.

“Third-Party Claim” means any claim against any Indemnified Person by a third party, whether or not involving a Proceeding.

“Touro” means Touro Infirmary in New Orleans, Louisiana.

“Transition Board of Directors” means the reconstituted Board of Directors to serve UMCMC during the Transition Period and assume the reserved powers of LCMC if, following the Member Withdrawal Date, an affirmative supermajority do not vote to maintain the composition of the Board of Directors in place as of the Member Withdrawal Date.

“Transition Period” shall have the meaning set forth in Section 16.7.

“Tulane” means the Administrators of the Tulane Educational Fund d/b/a Tulane University.

“UCC” means uncompensated care costs.

“Unamortized Improvements” means the value as of the Member Withdrawal Date of unamortized capital expenditures computed on a GAAP basis made by UMCMC or an LCMC Affiliate to the Interim Facility or New Facility while LCMC was a member of UMCMC.

“Unaudited Financial Statements” has the meaning set forth in Section 13.4.

“UMCMC” means University Medical Center Management Corporation.

“UMCMC Financial Statements” means UMCMC’s audited financial statements for the fiscal year ended 2011.

“Wind Down Commencement Date” has the meaning set forth in Section 15.4.

“Withdrawal Notice” has the meaning set forth in Section 16.7.

“Working Capital” means the difference between current assets and current liabilities, as computed on a GAAP basis.

“Xavier” means Xavier University in New Orleans, Louisiana.

**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

BY AND AMONG

UNIVERSITY HOSPITAL & CLINICS, INC.;

LAFAYETTE GENERAL HEALTH SYSTEM, INC.;

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE;**

THE LOUISIANA DIVISION OF ADMINISTRATION

AND

**THE STATE OF LOUISIANA
THROUGH THE DIVISION OF ADMINISTRATION**

DATED EFFECTIVE MAY 17, 2013

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**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT (“CEA” or “Agreement”) is made and entered into to be effective the 17th day of May, 2013 (“Effective Date”), by and among Lafayette General Health System, Inc., a Louisiana nonprofit corporation (“LGHS”), University Hospital & Clinics, Inc., a Louisiana nonprofit corporation (“UHC”), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), the Louisiana Division of Administration (“DOA”), and the State of Louisiana, acting through the Division of Administration (the “State”). LGHS, UHC, LSU, DOA, and the State are referred to together as the “Parties,” and each, a “Party.” Capitalized terms shall have the meanings set forth on Appendix 1.

RECITALS

WHEREAS, the State of Louisiana, through public and private educational institutions, facilities and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all citizens of the State;

WHEREAS, it is a collective goal of the Parties to enhance the stability and competitiveness of Louisiana’s medical education and training programs so that Louisiana is positioned to continue to attract the most talented faculty, students, residents and other medical professionals;

WHEREAS, a highly competitive academic and training environment furthers the additional goal of the Parties to leverage the research capabilities of the State’s public and private educational institutions, facilities and health providers;

WHEREAS, sustainable partnerships among health providers and LSU are necessary to optimize the medical training resources available in the State and to ensure that sufficient numbers of qualified health care professionals exist to address the current and future healthcare needs of the State;

WHEREAS, the State has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i) provide health care to the State's uninsured and high-risk Medicaid populations, as well as inmate care, and (ii) serve as the primary training sites for LSU's medical education programs;

WHEREAS, a state-wide public hospital system is financially unsustainable, compromising LSU's and the State's ability to provide medical education opportunities, a full range of clinical services to all Louisiana citizens, including the uninsured and Medicaid high-risk populations, and promote clinical research and other advances in health care;

WHEREAS, the State's health care reform effort has focused on ways to remodel the delivery of care through partnerships and cooperative efforts between the public and private sectors;

WHEREAS, LSU owns the hospital building and related facilities (the "Facility") in which LSU formerly operated the hospital known as University Medical Center in Lafayette, Louisiana, having a Medicare Provider Number 190006 (the "Hospital");

WHEREAS, Hospital serves the community, the State, and the region, and its public and private academic institutions, as a site for graduate medical education to enrich the State's health care workforce, in line with the State's historical mission of providing care to the State's vulnerable populations;

WHEREAS, LGHS is the sole member of UHC and has extensive experience in nonprofit hospital operations and finances, has ongoing academic relationships with LSU, and is committed to the charitable clinical, teaching, and research missions in the communities it serves;

WHEREAS, to maintain the viability of Hospital operations, its current range of patient care services and programs, and protect and enhance the Hospital's vital role in the community, the Parties desire to immediately bring LGHS's financial, operational, and relationship and other expertise and resources to the Hospital for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) UHC will assume responsibility for Hospital operations in accordance with and subject to the terms and conditions of this CEA, (ii) LSU will lease to UHC the Facility and all furniture, fixtures and equipment used in connection with Hospital operations; (iii) UHC will purchase from LSU consumable inventory necessary for the continued operations of the Hospital; and (iv) UHC and LGHS will commit to support LSU's academic, clinical, and research missions in accordance with this CEA (collectively, the "Contemplated Transactions");

WHEREAS, among other things, this CEA and the Contemplated Transactions will afford LGHS and its Affiliates the opportunity to extend their management abilities and mission to additional hospital facilities serving the Lafayette, Evangeline, Acadia, St. Landry, Jefferson Davis, Vermilion, Iberia, St. Mary, and St. Martin Parishes (collectively, the "Greater Acadiana Region"), access and support a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers in the Greater Acadiana Region, all of which will serve to expand

and diversify the LGHS system to better serve its patient population and the patient population of the Greater Acadiana Region;

WHEREAS, among other things, this CEA and the Contemplated Transactions will: (i) stabilize and enhance the medical education and training experiences and opportunities available to LSU students and residents, as well as students and residents of other educational institutions; (ii) optimize the training resources to build the State's health care workforce and further the health care enterprise in the State; (iii) based on available and reasonable means of financing, provide better access to a full range of clinical care services to the uninsured and high risk Medicaid populations; (iv) attract private and publicly financed third-party payments in order to compete in the health care marketplace; and (v) promote better health care for Louisiana citizens through an evidence-based, outcomes-driven, integrated delivery system focused on high quality, cost-effective health care;

WHEREAS, LGHS is willing and desires to provide, either directly or through its Affiliate, UHC or other Affiliates, the financial resources, operational expertise, and other necessary resources, and to take steps to ensure that the Hospital continues to: (i) serve as a safety-net hospital and play a central role in providing healthcare services to the uninsured and high-risk Medicaid populations; (ii) provide the State, whether through UHC or another LGHS Affiliate, services that might not otherwise be available in the community; and (iii) support the quality of medical education in the State through medical training partnerships and academic affiliations with LSU;

WHEREAS, Hospital is a Major Teaching Hospital in the State of Louisiana, housing at least 82.18 graduate medical education positions (also referred to herein as "Residency

Positions”), and is currently the primary site at which LSU provides medical care to patients in the Greater Acadiana Region as required by Louisiana law;

WHEREAS, CMS provides, pursuant to the rules at 42 C.F.R. §§ 413.75 - 413.79 and 42 C.F.R. § 412.105, for direct graduate medical education (“DGME”) payments and indirect medical education (“IME”) reimbursement, to compensate Hospital for certain costs associated with the Residency Positions at Hospital;

WHEREAS, those DGME and IME payment rules establish “caps” on the number of residency positions that are reimbursable but allow the caps (the “Residency Caps”) to be shared among and/or affiliated to other hospitals under certain circumstances;

WHEREAS, in order for LSU to continue to effectively provide the LSU GME Programs, LSU has transferred certain Residency Caps to UHC and/or its Affiliate, Lafayette General Medical Center (“LGMC”);

WHEREAS, the Parties recognize that UHC’s ownership of the operations and management of the Hospital will include the commitment and the assumption of significant financial and operational investments by UHC and its Affiliates, and UHC and its Affiliates desire to assure sustainable reimbursement levels commensurate with such investments;

WHEREAS, it will be necessary for the Hospital to be operated in a manner consistent with the best practices of private, non-profit institutions, and it must function responsibly as an independent entity;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Hospital, subject to LGHS’s and UHC’s receipt of funding sufficient to do so;

WHEREAS, the Louisiana Constitution in Article VII, Section 14, permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation, or individual;

WHEREAS, the Parties desire to enter into this CEA, as well as related agreements, to facilitate and advance the goals recited herein;

WHEREAS, in addition to this CEA and the Exhibits hereto, LSU and UHC will enter into a Master Collaborative Agreement (the "MCA") to address ancillary matters related to the Contemplated Transactions;

WHEREAS, the Parties recognize this CEA shall be subject to presentation and review by, and any required approval of, the Louisiana Legislature's Joint Legislative Committee on the Budget in accordance with law;

WHEREAS, the Parties previously entered into the Original CEA, pursuant to which various commitments and obligations were agreed to by the Parties;

WHEREAS, the State did not receive approval from CMS in connection with the funding provisions contemplated by the Original CEA and the parties desire to void the Original CEA and release whatever rights existed under it; and

WHEREAS, this Amended and Restated CEA shall supersede in totality the Original CEA, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
STATEMENT OF PUBLIC PURPOSE**

Section 1.1 Public Purpose In accordance with Article 7, Section 14 of the Constitution of the State of Louisiana, the Parties enter into this CEA for the public purpose of creating an integrated health care delivery system in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State and its citizens: (i) as a site for GME, capable of competing in the health care marketplace, with the goal of enriching the State’s health care workforce and their training experience; (ii) in fulfilling the State’s historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations; and (iii) by focusing on and supporting the Core Services and Key Service Lines necessary to assure high quality medical education training and access to Safety Net Services.

Section 1.2 Monitoring. LSU shall designate an individual (the “Contract Monitor”) to be responsible for monitoring compliance with this Agreement in accordance with Executive Order BJ 08-29. The Contract Monitor shall implement a plan that includes regular data collection, review, and reporting, consistent with the terms of this Agreement, which will provide for accountability to the public purpose as set forth in this Article I. The Contract Monitor shall regularly report such findings to the LSU Vice President for Health Care.

**ARTICLE II.
MEDICAL EDUCATION AND RESEARCH SUPPORT**

Section 2.1 Academic Affiliation with LSU. Recognizing the special character of a teaching hospital, including the vital role the Hospital plays in medical education, research, and patient care, and the vital role LSU plays and will play in the Hospital’s viability, and the interdependence between the Hospital and LSU, UHC and LSU will enter into an Academic

Affiliation Agreement (“AAA”) that sets forth the terms and conditions upon which UHC and LSU specifically agree and collaborate to strengthen LSU, the Hospital, and their respective programs. The AAA will provide that (i) LSU maintains ultimate authority over its academic programs, policies, and procedures as they directly relate to the LSU faculty, residents, and students, and (ii) UHC maintains ultimate authority over the business, management, policies, operations, and assets of the Hospital.

(a) Academic Autonomy. Subject to the terms of the AAA, LSU will retain discretion to determine how to develop and where to place its research and education programs, including their clinical components. The LSU Board, administration, and various academic deans will retain authority over educational policy, curriculum design, educational program leadership, research policy, academic appointments, and all other academic policy matters. The AAA shall not impinge on LSU’s academic integrity and independence; provided, however, that the AAA shall provide that UHC, LGHS, or LGMC, as applicable, reserve the right to require LSU to withdraw or remove LSU faculty or students from the Hospital or LGMC if, in the reasonable determination of UHC, LGHS, or LGMC, as applicable, the LSU faculty or student: (i) fails to act in a professional manner; (ii) displays conduct that is disruptive, unprofessional, or harassing, including, but not limited to, conduct which is sexual in content or orientation; (iii) practices in a manner that interferes with the orderly and efficient rendering of services by UHC or LGMC or by other practitioners of UHC or LGMC; (iv) fails to work cooperatively with others at UHC or LGMC; (v) fails to conform to the applicable policies, guidelines, and regulations of UHC or LGMC; or (vi) any other events set forth in the AAA.

(b) Research Support. The AAA will address a method for determining Hospital support for LSU's research activities, including, without limitation, infrastructure support for funded research grants, access to data, Institutional Review Board (IRB) support, and, potentially, upon agreement of UHC or LGMC, Hospital funding of LSU faculty research.

(c) Intellectual Property. The AAA will include provisions to address the ownership and use of intellectual property between UHC and LSU.

(d) Residency Positions. LSU shall take such actions necessary to dedicate a minimum of 82.18 full-time equivalent residency positions (the "Collaborative Residency Positions") to be affiliated with UHC or LGMC and shall allocate not less than 65.14 full-time equivalent Residency Caps with such Collaborative Residency Positions. From the pool of Collaborative Residency Positions and Residency Caps affiliated to UHC or LGMC as set forth in the preceding sentence, LSU shall assign a sufficient number of Collaborative Residency Positions to LGMC in the LSU GME Programs identified on Schedule 2.1 to enable LGMC to achieve and maintain status as a Major Teaching Hospital and a corresponding number of Residency Caps shall be allocated to LGMC. LSU shall take the actions necessary to cause the Residency Caps associated with the Collaborative Residency Positions to be assigned or transferred, as applicable, to UHC and/or LGMC such that UHC and/or LGMC, as applicable, will be entitled to Medicare DGME and IME payments for such Collaborative Residency Positions, as more specifically agreed upon in the AAA. The Parties will use their best efforts to collaboratively develop and grow the LSU GME Programs to result in nationally recognized GME Programs and a center of excellence for clinical education of residents

and fellows. Subject to the other terms and conditions of this Agreement, LSU will transfer or assign the Residency Caps and Collaborative Residency Positions to UHC and/or LGMC no later than the GME Program Start Date.

**ARTICLE III.
COMMITMENTS TO PATIENT CARE**

Section 3.1 Care for the Medically Indigent and Uninsured. UHC recognizes (i) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, and (ii) LSU's mission of providing access to high quality medical care for all patients, including the Medically Indigent and uninsured populations, within available financing and approved budgets, and (iii) the need to support LSU's education and training mission. UHC will use good faith efforts to provide free or reduced cost health care to Medically Indigent and uninsured patients of the Hospital in accordance with a charity care policy that is consistent in all material respects with LSU Policy Number 2525-14 attached as Exhibit 3.1, the current policy for determining eligibility for free or reduced cost health care services at the Hospital, which shall not be amended without the mutual agreement of the Parties.

Section 3.2 Care for High Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, UHC and LSU will work together in good faith to make available the Core Services and Key Services Lines as described in this Article III to high-risk Medicaid patients in accordance with the terms of this CEA, subject to the good-faith determination by the LGHS Board of Directors and consistent with the mission of UHC.

Section 3.3 Department of Corrections. Subject to an agreement with the Louisiana Department of Corrections ("DOC") pursuant to which UHC will receive reasonable and

appropriate cost reimbursement, UHC, with the support of LSU, will provide medically necessary health care to the patients in the custody of DOC and housed in the Greater Acadiana Region. In the event UHC does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to DOC patients, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is provided to UHC for such medically necessary services. Suspension of care to DOC patients due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA. Subject to the good-faith determination by the LGHS Board of Directors and consistent with the mission of UHC, UHC will use commercially reasonable efforts to provide that telemedicine capability is available to LSU in accordance with Section 3.6 for use in providing cost-effective, medically necessary health care to DOC patients.

Section 3.4 Core Services. The Parties acknowledge and agree that the services identified on Schedule 3.4 are core Safety Net services (“Core Services”) currently being provided to the community and the region through the Hospital, and that UHC and LGMC will continue to provide the Core Services through the Hospital or through LGMC at reasonably comparable levels, taking into account normal hospital operations and capacity fluctuations, on and after the Commencement Date, subject to the terms of this CEA and the good-faith determination by the LGHS Board of Directors and consistent with the mission of UHC. UHC may limit or reduce (but shall not discontinue) the provision of one or more Core Services outside the scope of normal hospital operations and capacity fluctuations (hereinafter referred to as a “Core Service Adjustment”) if it reasonably determines that the continued provision of such services at such levels will materially and adversely impact UHC or its subsidiaries or affiliates

and in making such decision will consider the community need, patient access, cost, and available resources (hereinafter collectively referred to as the “Community Access Standards”). In the event UHC makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of UHC’s basis for the same and an explanation of how the Community Access Standards affect or are affected by the proposed Core Service Adjustment (a “UHC Core Service Adjustment Notice”). LSU may, within ten (10) days of a UHC Core Service Adjustment Notice, request to meet with UHC regarding UHC’s determination to make a Core Service Adjustment (a “LSU Core Service Request”). In the event LSU provides UHC with an LSU Core Service Request, LSU and UHC shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by UHC as described in the UHC Core Service Adjustment Notice. In the event that LSU and UHC are not able to resolve the issues described in the UHC Core Service Adjustment Notice within such thirty (30) day period, UHC by affirmative vote of the LGHS Board of Directors, taking into account the Community Access Standards, may commence to limit or reduce the Core Service(s) consistent with the UHC Core Service Adjustment Notice. Any limitations or reductions of Core Services implemented in good faith by UHC in accordance with this Section 3.4, giving reasonable consideration to the Community Access Standards, shall not be considered to have a materially adverse impact on the Public Purpose as provided in Section 14.8 unless demonstrated by LSU to have a material adverse impact on the Public Purpose in light of the Community Access Standards.

Section 3.5 Key Service Lines. The parties acknowledge and agree that the clinical service lines identified on Exhibit 3.4 (“Key Service Lines”) are critical not only to

comprehensive patient care, but also to the Hospital's mission of providing robust medical education and clinical research experiences. LSU and UHC agree that, subject to the good-faith determination by the LGHS Board of Directors and consistent with the mission of UHC, UHC and LGMC will offer a baseline of services in the Key Service Lines at least at the level provided at the Facility on the Commencement Date as agreed upon by UHC and LSU ("Key Service Baseline"), and will work collaboratively with LSU to grow the Key Service Lines above the Key Service Baseline, provided there is a financially sustainable payer mix sufficient to support such growth. UHC may in its sole discretion, limit or reduce the provision of one or more Key Service Lines if the LGHS Board of Directors determines in its sole discretion that the continued provision of such services will materially and adversely impact UHC or its subsidiaries or affiliates (hereinafter referred to as a "Key Service Line Adjustment"), provided, however, that UHC shall not reduce any Key Service Line below the minimum requirement necessary to maintain a GME Program that is based on such Key Service Line. In the event UHC makes a determination that the continued provision of such services will materially and adversely impact UHC or its subsidiaries or affiliates, it will provide advance written notice to LSU of its intention to make a Key Service Line Adjustment, which shall include a description of UHC's basis for the same (a "UHC Key Service Line Adjustment Notice"). LSU may, within ten (10) days of a UHC Key Service Line Adjustment Notice, request to meet with UHC regarding UHC's determination to make a Key Service Line Adjustment (a "LSU Key Service Line Request"). In the event LSU provides UHC with an LSU Key Service Line Request, LSU and UHC shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by UHC as described in the UHC Key Service Line Adjustment Notice. In the event that LSU and UHC are

not able to resolve the issues described in the UHC Key Service Line Adjustment Notice within such thirty (30) day period, UHC may commence to limit or reduce the Key Service Line(s) consistent with the UHC Key Service Line Adjustment Notice.

Section 3.6 Reserved.

Section 3.7 Closure; Reduction of Services. UHC will not close the Hospital or the Hospital's emergency room or reduce services except in compliance with Legal Requirements.

ARTICLE IV. FACILITIES AND EQUIPMENT

Section 4.1 UHC Lease of Facility. Contemporaneous with and subject to the terms and conditions of the Original CEA, LSU and UHC shall enter into that certain Master Hospital Lease Agreement ("Master Hospital Lease"), attached as Exhibit 4.1(a), and a sublease agreement (the "Sublease"), attached as Exhibit 4.1(b). Contemporaneous with the execution of this CEA, LSU, the State, and UHC will enter into the First Amendment to Master Hospital Lease. Under the Master Hospital Lease, LSU agrees to take all the necessary actions required to transfer possession of the Facility to UHC. The Master Hospital Lease shall include all property set forth in the Master Hospital Lease (the "Leased Premises"), including all furniture, fixtures, and equipment contained in the Leased Premises, but it shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust, or encumbrances, except as may be further described in the Master Hospital Lease. The Hospital Lease, as amended, will also provide for the following:

(a) Rental Payments. The rental payments paid by UHC for the Facility ("Rent") will represent fair market value.

(b) Master Hospital Lease Term. There shall be a term of five (5) years with options for UHC to renew the term.

**ARTICLE V.
CONSUMABLES AND INVENTORY**

Section 5.1 Purchase of Inventory. All usable inventories of supplies, drugs, food, and other disposables that are necessary for the operation of the Hospital and that are on hand at the Facility as of the Commencement Date will be transferred to UHC for fair market value pursuant to the terms and conditions set forth in the Master Collaborative Agreement.

**ARTICLE VI.
HOSPITAL EMPLOYEES**

Section 6.1 Employee Matters.

(a) Termination of Employment by LSU. Subsequent to the execution of this CEA by all Parties, LSU will file a layoff plan (the "Layoff Plan") with the Louisiana Civil Service Commission that will provide for LSU's Hospital employees ("LSU Personnel") to be laid off as LSU employees, subject to the approval of the Civil Service Commission, as of 11:59:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. All LSU Personnel may apply to UHC for employment, and UHC may, in its discretion, offer employment to LSU Personnel. At any time prior to the Commencement Date, UHC may communicate with any of the LSU Personnel currently employed in the operation of the Hospital to the extent necessary to allow LSU Personnel to apply for employment, to offer employment, and to otherwise reasonably permit UHC to satisfy its obligations under this Section. LSU shall further permit UHC to access and communicate with any and all LSU Personnel regarding the continued operations of the Hospital as necessary and in order to ensure an effective transition of operations of the Hospital to UHC.

(c) UHC Terms and Conditions of Employment. All LSU Personnel offered employment by UHC shall be hired for job classifications and job descriptions

established by UHC and in accordance with pay scales and compensation amounts established by UHC, and shall be employed subject to terms and conditions established by UHC.

(d) Employee Assistance. Following the extension of any offers by UHC to LSU Personnel, but prior to the Commencement Date, LSU shall arrange for the Louisiana Workforce Commission (“LWC”) to host a job fair at the Facility. UHC, as well as other public and private sector employers, may conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include (i) the LaChip program to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Personnel with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits. UHC shall establish a reasonable means through which LSU Personnel may apply for positions at UHC.

(e) LSU Wages, Other Compensation, and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present, and future employees of LSU, including but not limited to LSU Personnel, for wages and other compensation under any LSU Benefit Plans and under applicable Laws. Without limiting the generality of the foregoing, UHC shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Personnel including any past, present and future employees of LSU.

(f) Employee Information. Subject to applicable legal restrictions, UHC and LSU shall provide each other, in a timely manner, with any information which the other may reasonably request with respect to (i) any LSU Personnel or, after the Commencement Date, any Person employed by UHC who formerly was an employee of LSU, (ii) his or her employment with and compensation from LSU or UHC, or (iii) rights or benefits under any employee plan or any personnel policy of LSU.

**ARTICLE VII.
[RESERVED]**

**ARTICLE VIII.
MASTER COLLABORATIVE AGREEMENT**

Section 8.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU, UHC, and LGHS will enter into a Master Collaborative Agreement ("MCA") to address key operational issues related to the transition of the Hospital from LSU to UHC in accordance with this CEA. The MCA shall address, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. UHC shall accept the Hospital's (i) Medicare Provider Agreement and corresponding provider number 190006, and (ii) Medicaid Provider Agreement and corresponding provider number 1720429;

(b) Professional Services. UHC shall contract with LSU to obtain the services of LSU physicians and related services as determined necessary by UHC to provide patient care in the Hospital and its provider-based outpatient clinics as required by this Agreement;

(c) Accountable Care Services. LSU and UHC shall negotiate in good faith to establish the terms of a Clinical and Accountable Care Services Agreement pursuant to which the LSU Health Care Services Division ("HCSD") will provide certain clinical and

data warehouse, data analytics and disease management services in exchange for a fair market value services fee.

(d) Medical Staff. The Hospital's current medical staff will be credentialed and/or recredentialed by UHC's governing body upon transition of the Hospital to UHC; and

(e) Transition Support Services. UHC shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

ARTICLE IX. LSU REPRESENTATIONS AND WARRANTIES

LSU represents and warrants that the statements contained in this Article are correct and complete as of the date of this CEA.

Section 9.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana.

Section 9.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of LSU, enforceable against it in accordance with its terms, and, upon the execution and delivery by LSU of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid, and binding obligation of LSU, enforceable against it in accordance with its terms. LSU's Board of Supervisors has authorized the execution and delivery of this Agreement and such other documents to which it is a party and the performance of all of LSU's obligations hereunder and

thereunder. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 9.2(a).

(b) To LSU's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any resolution adopted by LSU's Board of Supervisors;

(ii) Give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which LSU may be subject;

(iii) Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to LSU, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by LSU.

(iv) Cause UHC or LGHS to become subject to, or to become liable for, the payment of any Liability of LSU; or

(v) To LSU's Knowledge, result in the LSU GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in (A) the LSU GME Programs ceasing to be accredited by ACGME, (B) the LSU GME Programs ceasing to be funded by DOA, or (C) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSU GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would prevent LSU from

performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise materially and adversely affect the Hospital or the LSU GME Programs without the prior written consent of an authorized representative of UHC.

Section 9.3 Employee Benefits. To LSU's Knowledge, all of its Benefit Plans, to the extent that they would meet the definition of employee benefit plans under Section 3(2) of ERISA and employee health or welfare benefit plans as defined in Section 3(1) of ERISA, qualify as governmental plans as defined and provided by Sections 4(b)(1) and 3(32) of ERISA, and all Benefit Plans have been administered in accordance with applicable law in all material respects, to the extent such Benefit Plans are established and administered by LSU. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, UHC incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU, to the extent such plans are established and subject to administration by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 9.4 Validity. All actions of LSU necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by LSU and the consummation of the Contemplated Transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness

or other obligation of LSU and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the governing documents of LSU, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which LSU is a party or by which LSU is bound.

Section 9.5 Closing Cost Reports. LSU has previously provided to UHC and LGHS true and correct copies of the Hospital's cost reports for its last three fiscal years for all insurance programs, including Medicare and Medicaid. The cost reports are complete and accurate for the periods indicated. All liabilities and contractual adjustments of LSU, the Hospital, and the Leased Premises under any third-party payor or reimbursement programs have been properly reflected and adequately reserved for in the financial statements of the Hospital. Neither LSU nor the Hospital has received any notice of any offsets against future reimbursement. There are to LSU's Knowledge no pending appeals, adjustments, challenges, audits, litigation, or notices of intent to reopen or open cost reports with respect to the Medicare or Medicaid programs. Neither LSU nor the Hospital has received any notice of any violation of federal or state fraud and abuse or self-referral laws, nor does LSU have any Knowledge of any such violations in connection with the operations of the Hospital.

Section 9.6 Medical Staff. LSU has heretofore provided to UHC and LGHS true, correct, and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital. There are no pending or, to LSU's Knowledge, threatened disputes with applicants, staff members, or health professional affiliates.

Section 9.7 Hill Burton. LSU represents that it has not received funds under the Federal Hill Burton Act, 42 U.S.C. § 291 et seq.

Section 9.8 Other Approvals. To LSU's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LSU's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 9.9 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated the Hospital and the LSU GME Programs in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital and LSU GME Programs, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last seven (7) years.

(a) Permits, Licenses and Accreditation. The Hospital has all permits and licenses and other Governmental Authorizations required by all Legal Requirements and is not in violation of any of said permitting or licensing requirements. The Hospital is owned and duly licensed by the State and operated by LSU as a general acute care

hospital. LSU has all permits and licenses necessary for the proper operation of the Hospital and LSU GME Programs, including a valid Medicare provider number. The LSU GME Programs are accredited by ACGME and, to LSU's Knowledge, are in compliance with the ACGME requirements necessary for accredited GME Programs.

(b) Medicare/Medicaid Participation. The Hospital and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs were in full force and effect and had not been amended or otherwise modified, rescinded, revoked, or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider.

(c) Joint Commission. The Facility is duly accredited by the Joint Commission ("JC") with no material contingencies. LSU has made available to LGHS copies of the most recent JC accreditation survey report and deficiency list for the Facility, together with Facility's most recent statement of deficiencies and plan of correction. Except as set forth on Schedule 9.9(c), Facility has not received written notice of any threatened, pending or likely revocation, early termination, suspension, or limitation of any such accreditation.

(d) Fraud and Abuse. To LSU's Knowledge, neither the Hospital nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or

local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospital.

Section 9.10 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 9.10, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting the Hospital, LSU GME Programs, or any LSU Personnel.

Section 9.11 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel have been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are “qualified state health care providers” as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under DOA’s professional liability insurance administered through the Office of Risk Management. To LSU’s Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 9.12 Taxes.

(a) With respect to the Hospital, LSU has, to its Knowledge, filed all federal, state, county, and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school, and personal property tax returns, and such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU’s Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county, or local taxing authority, outstanding against the assets,

properties or businesses of LSU as they relate to the Hospital. Other than regular property assessments, there is to LSU's Knowledge no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to the Hospital, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) The Hospital is exempt from Federal income tax pursuant to and the Hospital is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of the Hospital.

Section 9.13 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 9.14 Breach. Any damages or other amounts payable by LSU as a result of a breach of any representation or warranty contained in this Article IX are contingent obligations subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and the availability of funds following Legislative appropriation.

ARTICLE X. STATE'S REPRESENTATIONS AND WARRANTIES

The State, through DOA, represents and warrants that the statements contained in this Article X are correct and complete as of the date hereof.

Section 10.1 Organization and Standing.

(a) The State has full power and authority to perform its obligations under this CEA.

(b) DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority act on behalf of the State in performing its obligations under this CEA, if any.

Section 10.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of the State, through DOA, enforceable against them in accordance with its terms. Upon the execution and delivery by DOA of any document or agreement to be executed in connection with this Agreement, if any, each other agreement will constitute the legal, valid, and binding obligation of the State, enforceable in accordance with its terms. DOA, through its lawfully designated agency or department heads, have the power and authority to execute and deliver any such other documents to which either of them is a party and to perform their obligations under such other documents, subject only to oversight by the Legislature and the Legislative Auditor.

(b) To DOA's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any provision of any statutory or regulatory authority which defines the powers and duties of DOA;

(ii) To DOA's Knowledge, give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which the State or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to the State or DOA, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by DOA; or

(iv) Cause UHC or LGHS to become subject to, or to become liable for the payment of, any Liability of the State or DOA;

(c) The State, through DOA, warrants that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would prevent the State or DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise have a Material Adverse Effect on the Hospital without the prior written consent of an authorized representative of UHC.

Section 10.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, UHC incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 10.4 Legal Proceedings; Orders. To DOA's Knowledge, there is no Order to which the State or DOA, is subject that would limit or affect the State's ability to enter into this Agreement or consummate the Contemplated Transactions, other than Executive Order BJ 08-29.

Section 10.5 Other Approvals. To the State's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents,

approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with the State's or DOA's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 10.6 Full Disclosure. No representation or warranty made by the State or DOA in this Agreement contains or will contain any untrue statement of fact or omission of fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XI. UHC REPRESENTATIONS AND WARRANTIES

UHC represents and warrants that the statements contained in this Article XI are correct and complete as of the date hereof.

Section 11.1 Organization and Good Standing. UHC is a nonprofit Louisiana corporation. UHC is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 11.2 Enforceability; Authority; No Conflict.

(a) UHC has the corporate right, power, and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by UHC's Board of Trustees and Member. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 11.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of UHC or (B) any resolution adopted by UHC's Board of Trustees

(ii) Breach or give any Governmental Body or other Person the right to challenge the actions contemplated by this Agreement or to exercise any remedy or obtain any relief under any Legal Requirement to which UHC may be subject; or

(iii) Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by UHC.

(c) UHC warrants that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would adversely affect in a material way or prevent UHC from performing its obligations under this Agreement or otherwise materially and adversely affect the LSU GME Programs without the prior written consent of an authorized representative of LSU.

Section 11.3 Validity. All corporate actions of UHC necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by UHC shall be, duly executed and shall constitute the lawful, valid, and binding obligations of UHC, enforceable in

accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by UHC and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of UHC and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of UHC, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which UHC is subject, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which UHC is a party or by which UHC is bound.

Section 11.4 Other Approvals. To UHC's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with UHC's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana

Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 11.5 Compliance with Legal Requirements. To UHC's Knowledge, UHC has operated and shall operate in compliance with all Legal Requirements, including Health Care Laws. To UHC's Knowledge, UHC has not received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by UHC or any UHC Personnel within the last seven (7) years. Without limiting the generality of the foregoing:

(a) Permits and Licenses. UHC has or shall have at the time such services are performed all permits and licenses and other Governmental Authorizations required by all Legal Requirements for the operation of UHC and is not in violation of any of said permitting or licensing requirements.

(b) Medicare/Medicaid Participation. Neither UHC nor any director, officer, employee, or agent of UHC is an Excluded Provider.

(c) Fraud and Abuse. To UHC's Knowledge, neither UHC nor any UHC Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii)

knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. UHC is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any Governmental Body.

Section 11.6 Legal Proceedings; Orders. There is no Order to which UHC is subject that would limit or affect UHC's ability to enter into this Agreement or consummate the actions contemplated by this Agreement.

Section 11.7 Insurance. In addition to the policies of insurance required under the Master Lease, UHC will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of UHC, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to UHC.

Section 11.8 Full Disclosure. No representation or warranty made by UHC in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XII.
LGHS REPRESENTATIONS AND WARRANTIES

LGHS represents and warrants that the statements contained in this Article XII are complete and correct as of the date hereof.

Section 12.1 Organization and Standing. LGHS is a duly organized not-for-profit corporation in Louisiana and is validly existing and in good standing in the State of Louisiana with full power to perform all of its obligations under this Agreement.

Section 12.2 Authority to Enter into Agreement; Consent. LGHS has all corporate right, power, legal capacity, and authority to enter into and perform its respective obligations under this Agreement. No approvals or consents of any persons are necessary for the execution, delivery and performance of this Agreement by LGHS, except those that have been obtained or will be obtained prior to the close of each of the Contemplated Transactions. The execution and delivery of the Agreement by LGHS, and the performance by LGHS of all of its obligations hereunder, have been duly authorized by all necessary corporate action.

Section 12.3 Validity. All corporate actions of LGHS necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by LGHS shall be, duly executed and shall constitute the lawful, valid, and binding obligations of LGHS, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by LGHS and the consummation of the transactions contemplated hereby will not result in the creation of

any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LGHS and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of LGHS, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which LGHS is subject, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which LGHS is a party or by which LGHS is bound.

Section 12.4 Consolidated Financial Statements. LGHS has furnished to LSU (i) LGHS's audited consolidated financial statements for the three (3) most recent fiscal years and the balance sheet and the related statements of income, and changes in financial position of LGHS for the three (3) most recent fiscal years with available reports thereon from an independent certified public accounting firm, including any management letters regarding the operations of LGHS with respect to such fiscal year (the "Audited Financial Statements"), and (ii) unaudited interim financial statements for the monthly periods from the close of the most recently completed fiscal year through March 31, 2013, or if LGHS prepared unaudited interim financial statements on a quarterly basis, for the last quarter which ended no more than ninety (90) calendar days prior to the date of execution of the Original CEA, and shall furnish such unaudited interim financial statements for the monthly or quarterly periods, respectively, through the month or quarter ending immediately prior to the Commencement Date (collectively referred to as the "Unaudited Financial Statements") (the Audited Financial Statements and the Unaudited Financial Statements are sometimes referred to herein collectively as the "Financial

Statements”). The Financial Statements have been prepared in accordance with generally accepted accounting principles (“GAAP”) consistently applied (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and year-end adjustments), reflect all liabilities of LGHS, including all contingent liabilities, and fairly present the financial position of LGHS and the results of operations and changes in financial position as of the dates and for the periods specified. Except as set forth in the Financial Statements, LGHS has not incurred any liability other than in the ordinary course of business. Since the date of the most recent Audited Financial Statements, LGHS has not incurred any liabilities other than in the ordinary course of business and consistent with past practice.

Section 12.5 Other Approvals. To LGHS’s knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LGHS’s valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner’s designee pursuant to Executive Order BJ 08-29.

Section 12.6 Full Disclosure. No representation or warranty made by LGHS in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XIII.
ADDITIONAL COVENANTS OF THE PARTIES

Section 13.1 Third Party Consents and Approvals. The Parties will use their best efforts to obtain the Governmental Authorizations set forth on Schedule 13.1.

Section 13.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the execution of this Agreement, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to consummate the Contemplated Transactions.

Section 13.3 Additional Covenants of LSU.

(a) Hospital Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause Hospital to: (i) conduct the Hospital's operations in the ordinary course; and (ii) use commercially reasonable efforts to maintain in all material respects the assets, properties, business organizations, and current relationships and goodwill with their respective customers, suppliers, and payors of Hospital and Facility.

(b) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not permit Hospital or Facility to:

(i) permit or allow any of the assets or properties of Facility to become subjected to any Encumbrance, other than that will be released at or prior to the Commencement Date; or

(ii) sell, transfer, lease, sublease, license, or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of Facility, other than in the ordinary course of business.

(c) Licenses. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall take all action reasonably within its power and necessary to cause Hospital to continue to maintain its current hospital license and provider status, including without limitation its Provider Numbers, and will use its best efforts to preserve or cause Hospital to preserve at all times during the Term the Residency Caps and Collaborative Residency Positions, all in accordance with CMS and ACGME requirements. Any transfer, discontinuation, restriction, modification, or other change in the rights and obligations associated with the Facility license, other than as required by or as a result of this Agreement, or any other event or transaction resulting in any party other than LSU operating or controlling the Facility or its operations, must be approved in writing by the LGHS CEO prior to the time of such event.

(d) Access to Hospital. At all reasonable times prior to the Commencement Date and upon reasonable notice to LSU, LSU shall provide to LGHS, and/or its agents or contractors, access to the Hospital and Facility to fully complete its due diligence review of all Facility agreements and inspections of the Facility with respect to the physical condition thereof. LSU and LGHS shall utilize their best efforts to effectively transition or contract to engage upon the Commencement Date, sufficient services, supplies, and personnel for the continued operations of the Facility.

**ARTICLE XIV.
TERM; TERMINATION; DISPUTE RESOLUTION**

Section 14.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and continue for five (5) years (the “Initial Term” and with any renewals the “Term”). Beginning on the expiration of the Initial Term and continuing on each annual anniversary date thereafter (each an “Extension Date”), the term of this Agreement shall automatically be extended for an additional one (1) year period; provided, however, that the extension provision of this sentence shall no longer apply if LSU or UHC provides the other Party written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that such Party does not intend to extend the Term of the Agreement.

Section 14.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 14.2. This CEA may terminate prior to the expiration of the Term (i) upon the mutual agreement of all Parties, (ii) if the Contemplated Transactions have not yet occurred by the Commencement Date, (iii) if, as of the Commencement Date, any representations or warranties of a Party are materially inaccurate, or any covenant of a Party to be performed before the Commencement Date has not been materially performed, or any consents or approvals on Schedule 13.1 or any other Governmental Authorization necessary to operate the Hospital have not been received; however, the Parties acknowledge that certain consents and approvals may be pending on the Commencement Date and will not constitute a breach of this Agreement, (iv) with or without cause by LGHS pursuant to the provisions of Section 14.7, (v) by LSU pursuant to the provisions of Section 14.8, or (vi) subject to the Parties’ good faith participation in the process set forth in Section 14.5 for addressing the following events (each, a “Potential Terminating Breach”):

- (a) Termination of the Master Hospital Lease.

(b) There is filed by or against any Party a petition or complaint with respect to its own financial condition under any state, federal or other bankruptcy (including without limitation a petition for reorganization, arrangement or extension of debts), or under any other similar or insolvency laws providing for the relief of debtors which petition or complaint (if involuntary) shall not be dismissed for more than sixty (60) calendar days from the date of filing.

(c) A receiver, director, conservator or liquidator is appointed for any Party or all or a substantial part of its respective assets, or any Party shall have been adjudicated bankrupt, insolvent or in need of any relief provided to debtors by any court.

(d) Any Party shall have ceased its business or operations.

(e) Any Party shall have liquidated and or dissolved.

(f) LSU, LGHS, or UHC is excluded from Medicare or Medicaid.

(g) As determined by a court of competent jurisdiction pursuant to a final, binding, non-appealing judgment, that there is a change in (or a new interpretation of) the law or lack of necessary Governmental Authorization or other governmental approval, whether statutory, regulatory, or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on the fundamental relationship of the Parties, and the Parties are unable to agree, following the process in Section 14.5, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation

of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection.

(h) Failure of any LSU GME Program to maintain ACGME accreditation as a result of action or inaction of LSU or failure of LSU to remain accredited by ACGME as a Sponsoring Institution.

(i) Termination of the AAA.

(j) Without the consent of LSU, the merger, consolidation, sale or transfer of all or substantially of UHC's assets, or admission of a new member, or the sale of all or a portion of LGHS's ownership interest, or the entering into by UHC of any joint venture or other partnership arrangement except a joint venture or partnership that does not result in a change of control by UHC, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subjected to the terms and conditions of the CEA (a "Permitted Joint Venture").

(k) A material breach of this Agreement by any Party hereto that is not cured pursuant to Section 14.5.

Section 14.3 Other Breaches. All other Breaches shall be Non-Terminating Breaches.

Section 14.4 Process for Addressing Potential Non-Terminating Breaches. This Agreement may only be terminated as set forth in Section 14.2. The remedies available to a Party if there is a breach that is not a Potential Terminating Breach (a "Potential Non-Terminating Breach") shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Non-Terminating Breach shall provide the other Party written notice of such breach, which notice shall include a detailed description of the basis for such Breach and a description of what

would be satisfactory to the non-Breaching Party to remedy such asserted breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach. If the Breaching Party takes the actions described in the notice as to what would satisfy the non-Breaching Party to cure the Breach, the Breach shall be deemed cured. However, such actions shall not be the sole means of curing such a Breach, and the Breaching Party shall be entitled to cure the Breach in any other way resulting in a cure of such Breach.

(b) Consultative Process. If such Potential Non-Terminating Breach is not cured within the Cure Period, the Parties shall engage in the “Consultative Process” for a period of thirty (30) calendar days to attempt to resolve the Potential Non-Terminating Breach.

(c) Right to Legal Remedies for Potential Non-Terminating Breaches; No Termination Right. If such dispute involving a Potential Non-Terminating Breach is not resolved pursuant to the Consultative Process, the Party alleging a Potential Non-Terminating Breach shall be entitled to such remedies as are available at law, including damages, but not including any equitable or injunctive relief which could or would limit LSU’s access to the Facility. Neither Party shall have the right to terminate this Agreement for a Potential Non-Terminating Breach except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 14.5 Process for Addressing Potential Terminating Breaches. Unless LGHS elects to exercise its right under Section 14.7 or LSU exercises its rights under Section 14.8, the remedies available to a Party if there is a Potential Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Terminating Breach shall provide the other Party written notice of such Breach, which notice shall include a

detailed description of the basis for such Breach and the non-Breaching Party's requirements to remedy such asserted Breach. The Party asserted to have Breached the Agreement shall be entitled to a Cure Period to cure the asserted Breach.

(b) Consultative Process. If such Potential Terminating Breach is not cured within the Cure Period, the Parties shall for a period of fifteen (15) Business Days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If an alleged Potential Terminating Breach is not resolved in the Consultative Process, LSU's Vice President for Health Care and LGHS's Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for thirty (30) calendar days to attempt to resolve the issue.

(d) Termination Right. If the dispute regarding the asserted Potential Terminating Breach is not resolved pursuant to the procedures in this Section set forth above, the non-breaching Party may declare its intent to terminate this Agreement by delivery of written notice of such intent to the other Party (the "Termination Notice") and the Parties shall begin the Wind Down Period as provided in Section 14.11. Such right of termination shall be in addition to any other remedies which the non-breaching Party may have at law, including damages.

Section 14.6 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties as soon as possible under the circumstance and in any event within thirty (30) calendar days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a Breach.

Section 14.7 LGHS's Right to Exercise Without Cause Termination or Withdrawal.

LGHS may provide notice to LSU (a "Termination for Convenience Notice") at any time that it intends to cease to be a Party to this Agreement, which decision shall be in the sole discretion of LGHS and may be made with or without cause; provided that the decision to provide such notice must be approved by the LGHS Board of Directors. Upon receipt of a Termination for Convenience Notice, LSU shall have forty-five (45) days to notify LGHS in writing (a "Withdrawal Notice") if it wants LGHS to withdraw as a member of UHC in lieu of terminating this Agreement. If LSU wants LGHS to withdraw as a member of UHC, the Withdrawal Notice must state who the successor member of UHC will be, if any, and who the members of the Board of Trustees of UHC will be immediately after LGHS's withdrawal. Immediately prior to withdrawal, LGHS will remove the then existing UHC trustees and cause the trustees designated by LSU to be appointed. If LSU fails or elects not to provide LGHS a Withdrawal Notice within the period set forth above, this Agreement will automatically terminate upon on the sixtieth (60th) day after LSU receives the Termination for Convenience Notice. If LSU delivers a proper and timely Withdrawal Notice to LGHS, then this Agreement shall not terminate and LGHS will withdraw as a member of UHC on the sixtieth (60th) day after LSU receives the Termination for Convenience Notice. If LGHS withdraws as a member of UHC, the Parties shall take all steps reasonably necessary to amend UHC's organizational documents to remove references to LGHS.

Section 14.8 Termination or Forced Withdrawal by LSU for Public Purpose Breach.

Notwithstanding anything in this Agreement to the contrary, if UHC fails to perform its obligations set forth in Article III or takes any action or inaction contrary to or not substantially in accordance with industry standards (for academic medical centers of similar size and scope) applied to improving the balance of clinical care and improving LSU's education and training

mission in light of best practices in academic medicine, and such has a material adverse impact on the Public Purpose of this CEA (a “Public Purpose Breach”), LSU may terminate this Agreement or compel LGHS to withdraw as a member of UHC as follows:

(a) Notice and Cure Period. LSU shall provide UHC and LGHS written notice of such Public Purpose Breach, which notice shall include a detailed description of the basis for such Breach and LSU’s requirements to remedy such asserted Breach. The Party asserted to have Breached the Agreement shall be entitled to a cure period not to exceed fifteen (15) calendar days to cure the asserted Breach.

(b) Consultative Process. If such Public Purpose Breach is not cured within the 15-day cure period, the Parties shall for a period of fifteen (15) calendar days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If the Public Purpose Breach is not resolved in the Consultative Process, LSU’s Vice President for Health Care and LGHS’s Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for fifteen (15) calendar days to attempt to resolve the issue.

(d) Termination Right. If the Public Purpose Breach is not cured or resolved pursuant to the procedures set forth above, LSU may declare its intent to terminate this Agreement by delivery of written notice of such intent to LGHS (the “Termination Notice”) and this Agreement will terminate fifteen (15) days later unless LSU elects to require LGHS withdraw as a member of UHC, in which case LSU will deliver a Withdrawal Notice (as contemplated by Section 14.7) to LGHS within five (5) days of the expiration of the negotiation period set forth in subsection (c) above and LGHS will withdraw as a member of UHC on the tenth (10th) day after LSU delivers the Withdrawal

Notice. Such right of termination shall be in addition to any other remedies which LSU may have at law, including damages.

Section 14.9 Effects of Termination. The following shall apply upon termination of this Agreement and subject to any applicable Wind Down Period in Section 14.11:

(a) Each Party shall surrender possession of and deliver to the other Party all property belonging to the other Party, update and complete all files, records, and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;

(b) Each Party shall cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement;

(c) UHC shall vacate facilities owned by LSU;

(d) The Master Hospital Lease shall terminate; and

(e) Ownership of the Hospital's Medicare Provider Number shall be transferred to LSU.

Section 14.10 Effect of LGHS Withdrawal. If LGHS withdraws as a member of UHC pursuant to Section 14.7 or Section 14.8, the Parties shall execute an addendum to remove LGHS as a party to this Agreement, the Contemplated Transactions, and any other agreements in connection herewith; shall execute any additional agreements necessary to accomplish the purpose of the withdrawal, including without limitation any agreements necessary for LGHS and LGMC to relinquish to LSU all rights and interest in the Collaborative Residency Positions and Residency Caps; and LGHS shall have no further obligations with respect to this Agreement, other than provisions that would survive and be applicable to LGHS if the Agreement terminated.

Section 14.11 Wind Down Period. Except as provided in Sections 14.7 and 14.8, any early termination of this Agreement allowed under Article XIV shall be subject to a period not to exceed six (6) months (the “Wind Down Period”), if applicable, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination right under Sections 14.2, any Party may give written notice to the other Parties of its intent to terminate this CEA. The Wind Down Period shall begin two (2) days after the terminating Party or Parties give notice of intent to terminate (the “Wind Down Commencement Date”) and end on the six (6) month anniversary of the Wind Down Commencement Date. Subject to the ultimate authority of the UHC Board of Directors, during the Wind Down Period, LSU, the State, UHC and LGHS will establish a transition committee consisting of at least eight (8) people, with each of LSU, the State, UHC, and LGHS appointing an equal number of members to the committee, to work with the UHC Board of Directors in the transition of Hospital operations. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period. Notwithstanding the foregoing, at any point during the Wind Down Period, LGHS may provide LSU a Termination for Convenience Notice pursuant to Section 14.7, in which case the provisions of Section 14.7 shall control.

ARTICLE XV. REMEDIES

Section 15.1 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XIV, and for no other reason. Subject to the foregoing, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. Any Party shall have the right to pursue any or all of the rights or remedies set

forth herein, as well as any other consistent remedy or relief which may be available at law or in equity but which is not set forth herein. No waiver by any Party of a Breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition, or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification, or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

Section 15.2 Federal Program Recoupment Action. In the event of a federal program recoupment action which results in a set-off of reimbursement due UHC as a result of an overpayment while LSU was responsible for the Hospital's Medicare and Medicaid Provider Numbers, the State will seek an immediate appropriation to reimburse UHC, and UHC will assign to LSU any rights to negotiate, contest, settle, or otherwise resolve such recoupment action. Notwithstanding the foregoing, UHC shall have an immediate right of set-off against Rent due under the Master Hospital Lease to compensate UHC in an amount consistent with the amount withheld under the recoupment action.

ARTICLE XVI.
INSURANCE AND INDEMNIFICATION

Section 16.1 Insurance. In addition to the policies of insurance required under the Master Hospital Lease Agreement and any other documents required in connection herewith, including, without limitation, participation as a qualified health care provider in the Louisiana

Patients' Compensation Fund, LGHS and UHC will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of LGHS and UHC, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to LGHS and UHC. As set forth in the Professional Services Agreements between LSU and UHC, and pursuant to the provisions of R.S. 40:1299.39 and to the extent covered thereby, employees and independent contractors of UHC who are acting in a professional capacity in providing health care services on behalf of the State, and are acting within the course and scope of their engagement with LSU in providing such healthcare services pursuant to, and within the context of, this Agreement, will be provided professional liability insurance coverage by the State through the Office of Risk Management, and such persons shall be considered as named insureds.

Section 16.2 Indemnification.

(a) Survival. All representations, warranties, covenants, and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the consummation of the Contemplated Transactions, the termination of this Agreement, and the withdrawal of LGHS as a member of UHC.

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 16.2.

(c) Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification or otherwise) and will indemnify LGHS and UHC for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation,

interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") incurred by UHC or LGHS as a result of (A) a Breach of any representation or warranty by LSU contained in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (B) the actions or failure to act by LSU Personnel, (C) any Breach of any covenant or obligation of LSU in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets prior to the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LSU, and (F) any Employee Plan established or maintained by LSU; provided however, that LSU's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, UHC or LGHS notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UHC or LGHS.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State, through DOA, will have liability (for indemnification or otherwise) for and will indemnify LGHS and UHC for all Damages incurred by UHC or LGHS as a result of (A) a Breach of any

representation or warranty by DOA,, and (B) any Breach of any covenant or obligation of the State in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by DOA or the State pursuant to this Agreement, provided however, that DOA's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, UHC or LGHS notifies the Commissioner of DOA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UHC or LGHS.

(iii) Except as otherwise provided in this Agreement, UHC will have liability (for indemnification or otherwise) for all Damages incurred by LSU, DOA, or the State as a result of (A) a Breach of any representation or warranty by UHC, (B) the actions or failure to act by the employees or agents of UHC, (C) any Breach of any covenant or obligation of UHC in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by UHC pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets after the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of UHC, and (F) any Employee Plan established or maintained by UHC; provided however, that UHC's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd)

anniversary of the termination of this Agreement, LSU or the State, through DOA, notifies UHC of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU or the State, though DOA.

(iv) Except as otherwise provided in this Agreement, LGHS will have liability (for indemnification or otherwise) for all Damages incurred by LSU, DOA, or the State as a result of (A) a Breach of any representation or warranty by LGHS, (B) any Breach of any covenant or obligation of LGHS in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LGHS pursuant to this Agreement, (C) the actions or failure to act by the employees or agents of LGHS, (D) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an “Employment Loss”, as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LGHS, and (E) any Employee Plan established or maintained by LGHS; provided however, that LGHS’s obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU or DOA notifies LGHS of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU, DOA, or the State. Without limiting the generality of other provisions, LGHS’s obligations under this Section shall survive LGHS’s withdrawal from UHC.

(d) Third-Party Claims.

(i) Promptly after receipt by a Person entitled to indemnity under this Agreement (an “Indemnified Person”) of notice of the assertion of a Third-Party

Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an “Indemnifying Person”) of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person’s failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (a) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (b) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense

of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be affected by the Indemnifying Person without the Indemnified Person's consent unless (x) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (y) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (z) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise, or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (A) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where

such Person is not represented by its own counsel, and (B) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (A) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (B) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(e) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

ARTICLE XVII. GENERAL PROVISIONS

Section 17.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes the other gender;

(d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision;

(f) "thereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(h) "or" is used in the inclusive sense of "and/or";

(i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) references to “day,” rather than the defined term “Business Day,” shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 17.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 17.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 17.4 Public Announcements. Any public announcement, press release, or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 17.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any

reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the LGHS CEO with respect to Confidential Information of LGHS or the UHC CEO with respect to the Confidential Information of UHC. Each of LGHS, UHC, and LSU shall disclose the Confidential Information of the other Party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU, LGHS, or UHC, as the case may be, of the obligations of this Article with respect to such information. Each of LSU, LGHS, and UHC shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 17.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is, or becomes generally available to the public other than as a result of a Breach of this Article by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is, or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a

list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim, or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing

Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes “protected health information” as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the Health Information and Technology Act (“HITECH Act”) and the rules and regulations promulgated thereunder, and such provisions, rules, and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules, and regulations of HIPAA and the HITECH Act and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to LGHS or UHC shall remain in the possession, custody, and control of LGHS and UHC, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of

this Agreement. LSU, LGHS, and UHC consider records of LGHS to be proprietary to LGHS, and records of UHC to be proprietary of UHC, and, to the extent that LGHS or UHC makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, et seq. (the “Public Records Act”) which may include documents marked as confidential and/or proprietary to LGHS or UHC, LSU will use its best efforts to give notice to LGHS or UHC, as applicable, that LSU has received such a public records request prior to producing any documents considered to be proprietary to LGHS or UHC, and if such notice cannot be provided to LGHS or UHC before LSU is required to produce such documents, LSU shall provide notice to LGHS or UHC, as applicable, as soon thereafter as possible. In the event that LGHS or UHC objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, LGHS or UHC, as appropriate, will immediately so notify LSU in writing and take such action as LGHS or UHC deems necessary to protect the disclosure of such records. LGHS and UHC will defend, indemnify, and hold harmless LSU and its employees, officers, attorneys, and agents from and against any costs, expenses, liabilities, attorney’s fees, losses, damages, fines, and/or penalties resulting from or relating to LSU’s failure to produce such documents in response to a public records request.

Section 17.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally

delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

Board of Supervisors of Louisiana State
University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips
LLP
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: Health Care Partner

If to the State or DOA:

State of Louisiana, c/o Division of
Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana, Division of
Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill,
Esq.

If to UHC:

University Hospital & Clinics, Inc.
1214 Coolidge Street
Lafayette LA 70505
Attention: General Counsel

With a copy to:

Baker Donelson Bearman Caldwell
& Berkowitz, PC
Chase North Tower
450 Laurel Street, 20th Floor
Baton Rouge, LA 70801
Attention: Dickie Patterson, Esq

If to LGHS:

Lafayette General Health System, Inc.
1214 Coolidge Street
Lafayette LA 70505
Attention: General Counsel

With a copy to:

Baker Donelson Bearman Caldwell
& Berkowitz, PC
Chase North Tower
450 Laurel Street, 20th Floor
Baton Rouge, LA 70801
Attention: Dickie Patterson, Esq.

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, when delivered;
- (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 17.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 17.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 14.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary, and permanent injunctive relief to prevent

Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 17.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements, including the Original CEA, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, DOA, LGHS and UHC.

Section 17.10 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 17.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable

only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 17.12 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Articles,” and “Sections” refer to the corresponding Articles and Sections of this Agreement.

Section 17.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 17.14 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 17.15 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 17.16 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 17.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12)-month period with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available to the Secretary, the Comptroller, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 17.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 17.19 LGHS and UHC Not Intended to be Public Bodies. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in LGHS or UHC being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity, or otherwise subject to public inspection laws of the State and/or public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 17.20 Legislative Auditor. To the extent required by applicable law, the State and/or the Legislative Auditor shall have the option of auditing UHC's accounts which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

Section 17.21 Discrimination Clause. UHC agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and UHC agrees to abide by the requirements of the Americans with Disabilities Act of 1990. UHC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 17.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to consummate the Contemplated Transactions.

Section 17.23 Appropriation of Funds. Subject to the provisions of Section 9.14, all DOA, State, and LSU obligations under this Agreement to make payments of any kind are contingent obligations subject to appropriation by the Louisiana Legislature of sufficient funds appropriated therefor and the availability of funds following Legislative appropriation. DOA and LSU agree to make good faith best efforts to seek specific appropriation for such funds from the Louisiana Legislature, and DOA and LSU shall include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such payments pursuant to this Agreement. Notwithstanding the foregoing, this provision shall in no way limit LGHS's rights pursuant to Section 14.7.

[Signatures on following page.]

*Signature pages for Amended and Restated Cooperative Endeavor Agreement by and between
University Hospitals & Clinics, Inc.; Lafayette General Health System, Inc.;
Board of Supervisors of Louisiana State University and Agricultural and
Mechanical College; State of Louisiana through the Division of Administration;
And Louisiana Division of Administration*

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

Witnesses:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____
F. King Alexander, President of
Louisiana State University System
Date: _____

Witnesses:

**STATE OF LOUISIANA THROUGH THE
DIVISION OF ADMINISTRATION**

By: _____
Kristy Nichols, Commissioner
Date: _____

Witnesses:

**LAFAYETTE GENERAL HEALTH
SYSTEM, INC.**

By: _____
Date: _____

Witnesses:

**UNIVERSITY HOSPITAL & CLINICS,
INC.**

By: _____
Date: _____

APPENDIX I DEFINITIONS

“Academic Affiliation Agreement” or “AAA” means the agreement between UHC and LSU setting forth terms and conditions upon which LSU and UHC will collaborate to strengthen LSU, the Hospital, and their respective programs.

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Affiliate” means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. “Control” (including the term “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.

“Agreement” or “CEA” means this Cooperative Endeavor Agreement among the State and DOA, LSU, UHC, and LGHS.

“Benefit Plans” means any pension, retirement, savings, disability, medical, hospital, surgical, dental, optical, or other health plan (including such benefits that are provided through insurance or a health maintenance organization), life insurance (including any individual life insurance policy as to which LSU makes premium payments whether or not LSU is the owner, beneficiary or both of such policy) or other death benefit plan (including accidental, death insurance), profit sharing, present or deferred compensation, employment consulting, termination of employment, change-in-control, retention stock option, bonus or other incentive plan, excess benefit plan vacation benefit plan, holiday, sick pay, severance plan, “golden parachute”, prepaid legal services, day care, employee assistance (referral) benefits, cafeteria plan, scholarship, or educational benefit, supplemental unemployment, expense reimbursement, medical service discount, any fringe benefits referenced in Section 132 of the Code or other employee benefit plan or arrangement (whether written or arising from custom) to which LSU is a party or by which LSU or any of the Hospitals (or any of its rights, properties or assets) is bound, or with respect to which LSU has made payments, contributions or commitments or may otherwise have any liability (including any such plan or arrangement formerly maintained by LSU), but in either case, which provide benefits to one or more employees, former employees or non-employees service providers of LSU, including without limit Employees, or any of their respective dependents or beneficiaries.

“Breach” means any action, inaction, omission, or other act of a Party that results in that Party’s failure to perform or comply with any covenant or obligation in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any inaccuracy in any representation or warranty in this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

“Business Days” means Monday through Friday of each week, excluding legal holidays.

“CMS” means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.

“Code” or “IRC” means the Internal Revenue Code of 1986.

“Collaborative Residency Positions” shall have the meaning as set forth in Section 2.1(d).

“Commencement Date” means 12:00:01 a.m. on June 24, 2013, the date on which UHC assumes operation and management of the Hospital.

“Confidential Information” includes, to the extent allowed by law, any and all of the following information of any Party that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by any Party or its Representatives (collectively, a “Disclosing Party”) to the other party or its Representatives (collectively, a “Receiving Party”):

- (i) all information that is a trade secret under applicable trade secret or other law;
- (ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;
- (iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants’ materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party’s documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
- (iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

“Consultative Process” means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on breaches, disputes or issues of concern to or affecting the transactions contemplated by the Agreement. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party.

“Contemplated Transactions” has the meaning set forth in the recitals of this Agreement.

“Core Services” shall have the meaning set forth in Section 3.4.

“Cure Period” means a sixty (60) day period of time during which a Party may attempt to cure an asserted Breach; provided however, that this term shall not apply in the context of Section 14.7 and shall not exceed a period of fifteen (15) days in the context of Section 14.8.

“Damages” shall have the meaning set forth in Section 16.2(c).

“Disclosing Party” has the meaning set forth in the definition of “Confidential Information.”

“DOA” means the State of Louisiana through the Louisiana Division of Administration.

“DOC” means the Louisiana Department of Public Safety and Corrections.

“Effective Date” means the date that this Cooperative Endeavor Agreement becomes effective and enforceable.

“Encumbrance” means any lien, claim, charge, security interest, mortgage, deed of trust, pledge, easement, option, limitation on use, conditional sale or other title retention agreement, defect in title or other restrictions of a similar nature.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Excluded Provider” means an individual or entity who or that is excluded from participating in any state or federal health care program pursuant to 42 U.S.C. § 1320a-7.

“Facility” means the current facilities located in Lafayette, Louisiana in which the Hospital and its clinics are operating.

“Force Majeure” shall mean any(i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.

“GME” means graduate medical education.

“GME Program” means graduate medical education programs generally.

“GME Program Start Date” shall mean July 1, 2013.

“Governmental Authorization” means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement for operation of the Hospital.

“Governmental Agencies” means any United States or Louisiana agency or instrumentality.

“Governmental Body” or “Governmental Bodies” means any:

- (i) nation, state, county, city, town, borough, village, district or other jurisdiction;
- (ii) federal, state, local, municipal, foreign or other government;
- (iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
- (iv) multinational organization or body;
- (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
- (vi) official of any of the foregoing.

“Health Care Laws” means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation, (i) 42 U.S.C. §§ 1320a-, 7a and 7b, which are commonly referred to as the “Federal Anti-Kickback Statute”; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Law”; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act”; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the “Emergency Medical Treatment and Active Labor Act” (EMTALA).

“HIPAA” means the Health Information Protection and Portability Act of 1996, as amended.

“HITECH Act” means the Health Information and Technology for Economic and Clinic Health Act, as amended.

“Hospital” means the patient care and business operations of University Medical Center in Lafayette, Louisiana, bearing Medicare Provider Number 190006.

“Indemnified Person” shall mean the Person entitled to indemnity under this Agreement.

“Indemnifying Person” means the Person obligated to indemnify another Party under this Agreement.

“Indigent Care Services” means health care services provided to Medically Indigent persons.

“IRC” means the Internal Revenue Code.

“Joint Commission” or “JC” means The Joint Commission responsible for accreditation of hospitals and other health care organizations.

“Key Service Baseline” means the baseline of services in the Key Services Lines provided by the Hospital on the Commencement Date as described in Section 3.5.

“Knowledge” means an individual will be deemed to have Knowledge of a particular fact or other matter if:

- (i) that individual is actually aware of that fact or matter; or
- (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (iii) A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

“Layoff Plan” means the layoff plan filed by LSU with the Louisiana Civil Service Commission regarding the layoff of LSU Personnel.

“Leased Premises” means all property set forth in the Master Hospital Lease and the Sublease.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.

“Legislature” means the Senate and House of the Louisiana Legislature.

“LGHS” means Lafayette General Health System, Inc.

“Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“LSU” or “LSU Board of Supervisors” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“LSU GME Program” means Graduate Medical Education programs that will be operated at the Hospital and are listed on Schedule 2.1 hereto.

“LSU Personnel” means the Hospital employees to be laid off as LSU employees as of the Commencement Date, subject to the approval of the Louisiana Civil Service Commission.

“Major Teaching Hospital” means a hospital that meets one of the following criteria:

- (i) Be a major participant in at least four approved medical residency programs of which at least two of the programs shall be in medicine, surgery, obstetrics and gynecology, pediatrics, family practice, emergency medicine, or psychiatry; or
- (ii) Maintain an intern and resident full-time equivalency of at least twenty filled positions with an approved medical residency program in family practice located more than one hundred fifty miles from the medical school accredited by the Liaison Committee on Medical Education.

“Master Collaborative Agreement” or “MCA” means the agreement among LSU, UHC, and LGHS addressing matters related to the Contemplated Transactions and involving ancillary agreements pertaining to same, as set forth more fully in Article VIII hereof.

“Master Hospital Lease Agreement” means the lease agreement among LSU and UHC for the Facility and any other properties described in the lease agreement attached as Exhibit 4.1 of this Agreement.

“Material Adverse Effect” means any action or inaction that, in the context of this Agreement as a whole, would prevent or significantly impair a Party’s ability to meet its own obligations in this Agreement.

“Medically Indigent” means any person whose income is below two hundred percent of the federal poverty level and who is uninsured.

“Office of Risk Management” means the Office of Risk Management within the DOA.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

“Original CEA” means that certain original Cooperative Endeavor Agreement, effective June 24, 2013 to which the Parties are parties.

“Party” or “Parties” means LSU, UHC, LGHS, the State and DOA.

“Permitted Joint Venture” means a joint venture or partnership entered into by UHC that does not result in a change of control of UHC, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

“Potential Terminating Breaches” means those asserted Breaches that may result in termination of the CEA if not cured pursuant to the process provided in Article XIV, Term and Termination.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator. “Required Funding” means the level of funding described in Article VII.

“Provider Numbers” shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.

“Public Purpose” means the purpose the Parties seek to accomplish through this Cooperative Endeavor Agreement, specifically, to create an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State: (i) as a site for graduate medical education, capable of competing in the health care marketplace, with the goal of enriching the State’s health care workforce and their training experience; (ii) in fulfilling the State’s historical mission of providing access to certain health care services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations, and (iii) by focusing on and supporting high quality medical education training.

“Receiving Party” has the meaning set forth in the definition of “Confidential Information.”

“Residency Caps” has the meaning set forth in the recitals above.

“Residency Positions” has the meaning set forth in the recitals.

“Safety Net Services” means health care services which are important to the health of the citizens of the State and to which they may not otherwise have access, including, without limitation, the Core Services, whether such lack of access is due to the financial resources available to the patient, lack of availability of the service through alternative providers in the community, or other reasons.

“State” means the State of Louisiana.

“Termination Notice” means written notice by a non-breaching Party to the other Parties of the non-breaching Party’s intent to terminate this CEA.

“Third Party Claim” means any claim against any Indemnified Person by a third party, whether or not involving a Proceeding.

“UHC” means University Hospital and Clinics, Inc.

“UHC Charity Care Policy” means the policy attached as Exhibit 3.1 to this CEA.

“Wind Down Commencement Date” means Wind Down Commencement date on which any applicable Wind Down Period commences. This date shall be the date on which a written notice to terminate this Agreement is received by the non-terminating Party, provided however, that the applicable Cure Period, Consultative Process, and Executive Level Negotiations, as applicable or required, have ended without resolution.

“Wind Down Period” shall have the meaning as set forth in Section 14.11.

AMENDED AND RESTATED

COOPERATIVE ENDEAVOR AGREEMENT

BY AND AMONG

**SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION
D/B/A LAKE CHARLES MEMORIAL HOSPITAL;**

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE;**

AND

**THE STATE OF LOUISIANA THROUGH THE DIVISION OF
ADMINISTRATION**

EFFECTIVE JUNE 24, 2013

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AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT ("CEA" or "Agreement") is made and entered into effective the 24th day of June, 2013 ("Effective Date"), by and among Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital, a Louisiana nonprofit corporation ("SLHA"), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU") and the State of Louisiana, through the Division of Administration (the "State"). SLHA, LSU and the State are referred to together as the "Parties," and each, a "Party." Capitalized terms shall have the meanings set forth on Appendix 1.

RECITALS

WHEREAS, the State, through public and private educational institutions, facilities and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all citizens of the State;

WHEREAS, it is a collective goal of the Parties to enhance the stability and competitiveness of Louisiana's medical education and training programs so that Louisiana is positioned to continue to attract the most talented faculty, students, residents and other medical professionals;

WHEREAS, the State has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i)

provide health care to the State's uninsured and high-risk Medicaid populations, as well as inmate care, and (ii) serve as the primary training sites for LSU's medical education programs;

WHEREAS, the state-wide public hospital system is financially unsustainable, compromising LSU's and the State's ability to provide medical education opportunities, a full range of clinical services to all Louisiana citizens, including the uninsured and Medicaid high-risk populations, and promote clinical research and other advances in health care;

WHEREAS, the State's health care reform effort has focused on ways to remodel the delivery of care through partnerships and cooperative efforts between the public and private sectors;

WHEREAS, LSU owns the hospital building and related facilities (the "Facility") in which LSU currently operates the hospital known as W.O. Moss Regional Medical Center in Lake Charles, Louisiana ("WOM");

WHEREAS, WOM provides substantial and essential services to the community through its outpatient clinics, (the "Outpatient Clinics"), and also limited inpatient and emergency room services;

WHEREAS, SLHA has extensive experience in nonprofit hospital operations and finances, and is committed to the charitable clinical missions in the communities it serves;

WHEREAS, in order to maintain the viability of the Outpatient Clinics, and protect and enhance their vital role in the community in the most efficient and cost-effective manner, the Parties desire for (i) inpatient and emergency room services that have historically been provided by WOM to be transitioned to, and provided at SLHA's facilities, (ii) SLHA to operate the Outpatient Clinics as provider-based clinics of SLHA, and (iii) the WOM hospital license, Medicare and Medicaid provider numbers will be retired; and (iv) and other permits, licenses and

approvals related to WOM hospital operations will be retired or transferred as necessary and appropriate to maintain the Outpatient Clinics;

WHEREAS, the Louisiana Legislature has approved the closure of WOM as a hospital, including the cessation of inpatient and emergency room services, in accordance with La. R.S. 17:1519.3(B);

WHEREAS, the Parties desire to immediately utilize SLHA's financial, operational and relationship and other expertise and resources for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) WOM will be closed as an inpatient hospital facility and the inpatient, surgery, and emergency room services currently provided by WOM will be transitioned to SLHA; (ii) SLHA will assume responsibility for the Outpatient Clinic operations in accordance with and subject to the terms and conditions of this CEA, (iii) LSU will lease the Facility and all furniture fixtures and equipment valued at over One Thousand Dollars (\$1,000.00) and used in WOM operations; (iv) SLHA will purchase all of WOM's consumable inventory and all items of furniture, fixtures and equipment valued at less than One Thousand Dollars (\$1,000.00); and (v) SLHA will commit to supporting LSU's clinical mission in accordance with this CEA (collectively, the "Contemplated Transactions");

WHEREAS, among other things, this CEA and the Contemplated Transactions will afford SLHA the opportunity to access and support a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers, all of which will serve to expand and diversify the SLHA system to better serve its patient population and the patient population of the Lake Charles area;

WHEREAS, among other things, this CEA and the Contemplated Transactions will: (i) optimize the training resources to build the State's health care workforce and further the health care enterprise in the State; (ii) based on available and reasonable means of financing, provide better access to a full range of clinical care services to the uninsured and high risk Medicaid populations; (iii) attract private and publicly financed third party payments in order to compete in the health care marketplace; and (v) promote better health care for Louisiana citizens through an evidence-based, outcomes driven integrated delivery system focused on high quality, cost-effective health care;

WHEREAS, SLHA is willing and desires to provide the financial resources, operational expertise, and other necessary resources and to take steps to ensure that its facilities, including the Outpatient Clinics: (i) provide safety-net services, and play a central role in providing healthcare services to the uninsured high-risk Medicaid and State inmate populations; (ii) provide the community with health care services that might not otherwise be available; (iii) prevent the major reductions currently contemplated for WOM and their devastating effects on patient access to clinical care;

WHEREAS, the Parties recognize that SLHA's ownership of the operations and management of the Outpatient Clinics will include the commitment and the assumption of significant financial and operational investments by SLHA, and SLHA desires to assure sustainable reimbursement levels commensurate with such investments;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Outpatient Clinics and SLHA's facilities;

WHEREAS, the State, through the Division of Administration (“DOA”), will exercise best efforts to allocate resources necessary to achieve a long-term and sustainable model for the provision of health care services to the indigent and uninsured throughout the State of Louisiana;

WHEREAS, the Louisiana Constitution in Article VII, Section 14(C) permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation or individual;

WHEREAS, the Parties desire to enter into this CEA, as well as related agreements, to facilitate and advance the goals recited herein;

WHEREAS, in addition to this CEA and the Exhibits hereto, LSU and SLHA will enter into a Master Collaborative Agreement (the "MCA") to address ancillary matters related to the Contemplated Transactions;

WHEREAS, the Parties recognize this CEA shall be subject to presentation and review by, and any required approval of, the Louisiana Legislature’s Joint Legislative Committee on the Budget in accordance with law;

WHEREAS, the Parties intend the Contemplated Transactions will reduce the need for State General Funds expenditures below those previously contemplated;

WHEREAS, the Parties previously entered into that certain Cooperative Endeavor Agreement dated June 24, 2013 (the “Original CEA”), pursuant to which various commitments and obligations were agreed to by the Parties;

WHEREAS, the State did not receive approval from CMS in connection with the funding provisions contemplated by the Original CEA and the parties desire to void the Original CEA and release whatever rights existed under it; and

WHEREAS, this Amended and Restated CEA shall supersede in totality the Original CEA, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
STATEMENT OF PUBLIC PURPOSE

Section 1.1 Public Purpose. In accordance with Article 7, Section 14(C) of the Constitution of the State of Louisiana, the Parties enter into this CEA for the public purpose of creating an integrated health care delivery system in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State and its citizens: (i) with the goal of enriching the State's health care workforce; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations; and (iii) by focusing on and supporting the Core Services and other service lines necessary to assure high quality medical education training and access to Safety Net Services.

Section 1.2 Monitoring. LSU shall designate an individual (the "Contract Monitor") to be responsible for monitoring compliance with this Agreement in accordance with Executive Order BJ 08-29. The Contract Monitor shall implement a plan that includes regular data collection, review, and reporting, consistent with the terms of this Agreement which will provide for accountability to the public purpose as set forth in this Article I. The Contract Monitor shall regularly report such findings to the LSU Vice President for Health Care.

ARTICLE II.
COMMITMENTS TO PATIENT CARE

Section 2.1 Care for the Medically Indigent and Uninsured. Recognizing (i) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, (ii) LSU's mission of providing access to high quality medical care for all patients, including the Medically Indigent and uninsured populations, and (iii) the need to support LSU's education and training mission, SLHA agrees, subject to available resources, to provide free or reduced cost inpatient and outpatient services at SLHA facilities to Medically Indigent and uninsured patients in accordance with a Charity Care Policy that is consistent in all material respects with LSU Policy Number 2525-12, attached as Exhibit 2.1, the current policy for determining eligibility for free or reduced cost health care services at WOM, which shall not be amended without the mutual agreement of the Parties.

Section 2.2 Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, SLHA and LSU will work together in good faith to ensure that the Core Safety Net Services as described in this Article II are available to high risk Medicaid patients in accordance with the terms of this CEA.

Section 2.3 Department of Corrections Subject to its receipt of reasonable and appropriate cost reimbursement, SLHA, with the support of LSU, will provide medically necessary health care to patients in the custody of the Louisiana Department of Corrections ("DOC") and housed within the Lake Charles area. In the event SLHA does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to DOC patients, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is

provided to SLHA for such medically necessary services. Suspension of care to DOC patients due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA. SLHA will use commercially reasonable efforts to provide that telemedicine capability is available to LSU in accordance with Section 2.5 for use in providing cost-effective, medically necessary care to DOC patients.

Section 2.4 Core Safety Net Services. The Parties acknowledge and agree that the services identified on Exhibit 2.4 are core safety net services ("Core Safety Net Services") currently being provided to the Lake Charles area through the Hospital, and that SLHA will use its best efforts to continue providing the Core Safety Net Services through its facilities and the Outpatient Clinics and/or New Clinic (defined below), as applicable, during the term of this Agreement. Notwithstanding the foregoing, SLHA may in its sole discretion, limit, reduce, or discontinue the provision of one or more Core Safety Net Services if it determines in its sole discretion that the continued provision of such services will materially and adversely impact SLHA or its subsidiaries or affiliates (hereinafter referred to as a "Core Service Adjustment"). In the event SLHA makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of SLHA's basis for the same (a "SLHA Core Service Adjustment Notice"). LSU may, within ten (10) days of a SLHA Core Service Adjustment Notice, request to meet with SLHA regarding SLHA's determination to make a Core Service Adjustment (a "LSU Core Service Request"). In the event LSU provides SLHA with an LSU Core Service Request, LSU and SLHA shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited, reduced or discontinued by SLHA as described in the SLHA Core Service Adjustment Notice. In the event that LSU and SLHA are

not able to resolve the issues described in the SLHA Core Service Adjustment Notice within such thirty (30) day period, SLHA may commence to limit, reduce or discontinue the Core Service(s) consistent with the SLHA Core Service Adjustment Notice. Notwithstanding the foregoing, the Core Safety Net Services, and Exhibit 2.4, may be amended in the future to add or delete a Core Safety Net Service by mutual agreement of LSU and SLHA based on community need, patient access, cost, available resources and other relevant considerations.

Section 2.5 RESERVED

Section 2.6 HIV Care. SLHA will provide HIV care and services through the adult outpatient HIV clinic, provided that the grant income streams existing as of the Commencement Date continue to fund such care and services. In the event of loss of such grant funding, the Parties agree to collaborate in good faith for a period of sixty (60) days to identify and obtain alternative sources of funding, during which period of time SLHA will continue to provide HIV care and services at said clinic. In the event the Parties obtain alternative sources of funding within the sixty-day period, SLHA will continue to provide HIV care and services at said clinic; in the event the Parties are unable to obtain alternative sources of funding within the sixty-day period, SLHA's obligation to continue providing HIV care and services at said clinic shall terminate.

Section 2.7 Closure; Reduction of Services

As of the Commencement Date, LSU shall have taken all necessary actions to close the Hospital's emergency department and terminate the Facility's license to provide inpatient hospital services, such that emergency, surgery, and inpatient services will no longer be provided at the Facility after the Commencement Date.

ARTICLE III.
FACILITIES AND EQUIPMENT

Section 3.1 SLHA Lease of Facility for Outpatient Clinics. Contemporaneous with and subject to the terms and conditions of this CEA, LSU and SLHA shall enter into that certain Facility Lease Agreement by and between LSU and SLHA ("Facility Lease"), attached as Exhibit 3.1. LSU and SLHA will also enter into the First Amendment to Facility Lease Agreement in the form attached to the Facility Lease. Under the Facility Lease, LSU agrees to take all the necessary actions required to transfer possession of the Facility to SLHA. The Facility Lease shall include all property set forth in the Facility Lease (the "Leased Premises"), including all furniture, fixtures, and equipment contained in the Leased Premises and valued at over One Thousand Dollars (\$1,000.00), but it shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances, except as may be further described in the Facility Lease.

Section 3.2 Ground Lease for New Clinic Construction. LSU agrees to lease the land described in the Ground Lease attached hereto as Exhibit 3.2 ("Ground Lease") to SLHA upon which SLHA shall work in good faith, consistent with available resources, to construct a new outpatient clinic building (the "New Clinic"), and subject to the terms of the Ground Lease. Except as set forth in this Agreement or the Ground Lease, under no circumstances will LSU deny or restrict, or seek to deny or restrict, through equitable or injunctive relief or otherwise, SLHA's right of access to the New Clinic and attendant parking. Notwithstanding the foregoing, failure of SLHA to construct the New Clinic shall not constitute a violation of this CEA.

(a) Subject to this Agreement and the Ground Lease, at all times LSU shall retain ownership of the land upon which the New Clinic will be constructed. Nothing in this Agreement shall be deemed to be a dedication or transfer of any right or interest in, or creating a

lien upon, LSU property, other than a leasehold interest in favor of SLHA in the land described in the Ground Lease.

(b) As of the Effective Date of this Agreement, LSU represents that it has valid and merchantable title to the land leased pursuant to the Ground Lease in fee, subject only to those encumbrances set forth in the Ground Lease.

Section 3.3 Restrictions on Use of Land. SLHA agrees that the use of the land leased pursuant to the Ground Lease shall be restricted to the uses and limitations on use as set forth in the Ground Lease.

Section 3.4 Rental Payments. The rental payments paid by SLHA pursuant to the Facility Lease and Ground Lease ("Rent") represent fair market value.

ARTICLE IV. CONSUMABLES AND INVENTORY

Section 4.1 Purchase of Inventory. All usable inventories of supplies, drugs, food, and other disposables, and all furniture, fixtures and equipment valued at less than One Thousand Dollars (\$1,000.00) on hand at the Facility as of the Commencement Date, will be transferred to SLHA for fair market value pursuant to the terms and conditions set forth in the Master Collaborative Agreement.

ARTICLE V. HOSPITAL EMPLOYEES

Section 5.1 Employee Matters.

(a) Termination of Employment by LSU. LSU will file a layoff plan (the "Layoff Plan") with the Louisiana Civil Service Commission that will provide for LSU's Hospital employees ("LSU Personnel") to be laid off as LSU employees, subject to the approval of the Civil Service Commission, as of 11:59:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. All LSU Personnel may apply to SLHA for employment, and SLHA may, in its discretion, offer employment to LSU Personnel. At any time prior to the Commencement Date, SLHA may communicate with any of the LSU Personnel currently employed in the operation of WOM to the extent necessary to allow LSU Personnel to apply for employment, to offer employment, and to otherwise reasonably permit SLHA to satisfy its obligations under this Section. LSU shall further permit SLHA to access and communicate with any and all LSU Personnel regarding the continued operations of the Hospital as necessary and in order to ensure an effective transition of operations of the Hospital to SLHA.

(c) SLHA Terms and Conditions of Employment. All LSU Personnel offered employment by SLHA shall be hired for job classifications and job descriptions established by SLHA and in accordance with pay scales and compensation amounts established by SLHA, and shall be employed subject to terms and conditions established by SLHA.

(d) Employee Assistance. Following the extension of any offers by SLHA to LSU Personnel, but prior to the Commencement Date, LSU shall arrange for the Louisiana Workforce Commission (“LWC”) to host a job fair at the Facility. SLHA, as well as other public and private sector employers, may conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include (i) the LaChip program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State

Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Personnel with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits. SLHA shall establish a reasonable means through which LSU Personnel may apply for positions at SLHA.

(e) LSU Wages, other Compensation and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present and future employees of LSU, including but not limited to LSU Personnel, for wages and other compensation, under any LSU Benefit Plans and under applicable Laws. Without limiting the generality of the foregoing, SLHA shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Personnel including any past, present and future employees of LSU.

**ARTICLE VI.
RESERVED**

**ARTICLE VII.
MASTER COLLABORATIVE AGREEMENT**

Section 7.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU and SLHA will enter into a Master Collaborative Agreement ("MCA") to address key operational issues related to the transition of the Hospital from LSU to SLHA in accordance with this CEA. The MCA shall address, without limitation, the mutually agreeable terms, conditions under which:

(a) Professional Services. SLHA shall contract with LSU to obtain the services of LSU physicians and related services as determined necessary by SLHA to provide patient care as required by this Agreement;

(b) Accountable Care Services. SLHA shall work in good faith to contract with LSU for data warehouse, disease management and related health care effectiveness services designed to improve quality and patient outcomes, and reduce to cost of health care services, particularly among the uninsured and high risk Medicaid populations;

(c) Medical Staff. The Hospital's current medical staff will be credentialed and/or recredentialed by SLHA's governing body upon transition of the Hospital to SLHA;

(e) Transition Support Services. SLHA shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services; and

(f) Medical Records. LSU shall destroy or remove from WOM any and all patient records, including without limitation patient charts, pathology reports, mammograms, laboratory reports and results, imaging studies and other patient care records, which as of the Commencement Date are due to be removed or destroyed in accordance with LSU's patient recordkeeping policies or other similar record purging policies (the "Expired Records"). The MCA will provide that during the Term SLHA will become the custodian of WOM's patient records, other than the Expired Records, and will maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements.

ARTICLE VIII.
LSU REPRESENTATIONS AND WARRANTIES

LSU represents and warrants that the statements contained in this Article are correct and complete as of the Effective Date.

Section 8.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana.

Section 8.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms, and, upon the execution and delivery by LSU of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms. LSU's Board of Supervisors has authorized the execution and delivery of this Agreement and such other documents to which it is a party and the performance of all of LSU's obligations hereunder and thereunder. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 8.2(a).

(b) To LSU's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any resolution adopted by LSU's Board of Supervisors;

(ii) Give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which LSU may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to LSU; the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by LSU.

(iv) Cause SLHA to become subject to, or to become liable for the payment of any Liability of LSU; or

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise materially and adversely affect the Hospital without the prior written consent of an authorized representative of SLHA.

Section 8.3 Employee Benefits. To LSU's Knowledge, all of its Benefit Plans, to the extent that they would meet the definition of employee benefit plans under Section 3(2) of ERISA and employee health or welfare benefit plans as defined in Section 3(1) of ERISA, qualify as governmental plans as defined and provided by Sections 4(b)(1) and 3(32) of ERISA, and all Benefit Plans have been administered in accordance with applicable law in all material respects, to the extent such Benefit Plans are established and administered by LSU. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, SLHA incurring any Liability for any Benefit Plan of LSU or to

any employee of LSU with respect to such Benefit Plan of LSU, to the extent such plans are established and subject to administration by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 8.4 Validity. LSU will take all corporate actions necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by LSU and the consummation of the Contemplated Transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LSU and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the organizing, establishing or similar governing documents of LSU, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which LSU is a party or by which LSU is bound.

Section 8.5 Other Approvals. To LSU's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which set forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LSU's valid execution, delivery, and performance of this Agreement, and the consummation of any

Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of this Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 8.6 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated WOM in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last seven (7) years.

(a) Permits and Licenses. WOM has all permits and licenses and other Governmental Authorizations required by all Legal Requirements and is not in violation of any of said permitting or licensing requirements. WOM is owned and duly licensed by the State and operated by LSU as a general acute care hospital. LSU has all permits and licenses necessary for the proper operation of WOM.

(b) Medicare/Medicaid Participation. WOM and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the

lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider.

(c) Joint Commission. WOM is duly accredited by the Joint Commission ("JC"). LSU has made available to SLHA copies of the most recent JC accreditation survey report and deficiency list for WOM, together with WOM's most recent statement of deficiencies and plan of correction. Except as set forth on Schedule 8.7(c), WOM has not received written notice of any threatened, pending or likely revocation, early termination, suspension or limitation of any such accreditation.

(d) Fraud and Abuse. To LSU's Knowledge, neither WOM nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a

person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at WOM.

Section 8.7 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 8.8, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting WOM, or any LSU Personnel.

Section 8.8 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel have been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are "qualified state health care providers" as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under DOA's professional liability insurance administered through the Office of Risk Management. To LSU's Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the

operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 8.9 Taxes.

(a) With respect to WOM, LSU has, to its Knowledge, filed, all federal, state, county and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school and, personal property tax returns, and such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to WOM have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county or local taxing authority outstanding against the assets, properties or businesses of LSU as they relate to WOM. Other than regular property assessments, there is to LSU's Knowledge no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to WOM, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) WOM is exempt from Federal income tax pursuant to, and WOM is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned

exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of WOM.

Section 8.10 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 8.11 Breach. Any damages or other amounts payable by LSU as a result of a breach of any representation or warranty contained in this Article VIII are contingent obligations and shall be subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and the availability of funds following Legislative appropriation.

ARTICLE IX. **STATE'S REPRESENTATIONS AND WARRANTIES**

The State represents and warrants that the statements contained in this Article IX are correct and complete as of the Effective Date.

Section 9.1 Organization and Standing. The State of Louisiana has full power and authority to perform its obligations under this CEA. DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority to act on behalf of the State in performing its obligations under this CEA, if any.

Section 9.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of the State, enforceable in accordance with its terms. Upon the execution and delivery by DOA of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of the State, enforceable in accordance with its terms. DOA, through its lawfully designated agency

or department heads, has the power and authority to execute and deliver such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, subject only to oversight by the Legislature and the Legislative Auditor.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any provision of any statutory or regulatory authority which defines the powers and duties of DOA;

(ii) To the State's Knowledge, give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which the State or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to the State, DHH, or DOA; the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by SLHA; or

(iv) Cause SLHA to become subject to, or to become liable for the payment of, any Liability of the State, DHH or DOA;

(c) The State warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent the State or DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or

otherwise have a Material Adverse Effect on WOM without the prior written consent of an authorized representative of SLHA.

Section 9.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, SLHA incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 9.4 Legal Proceedings; Orders. To the State's Knowledge, there is no Order to which the State or DOA, is subject that would limit or affect the State's or DOA's ability to enter into this Agreement or consummate the Contemplated Transactions, other than Executive Order BJ 08-29.

Section 9.5 Other Approvals. To the State's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which set forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with the State's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29..

Section 9.6 Full Disclosure. No representation or warranty made by the State in this Agreement contains or will contain any untrue statement of fact or omission of fact necessary to make the statements contained herein or therein not misleading.

ARTICLE X.
SLHA REPRESENTATIONS AND WARRANTIES

SLHA represents and warrants that the statements contained in this Article XI are correct and complete as of the Effective Date.

Section 10.1 Organization and Good Standing. SLHA is a nonprofit Louisiana corporation. SLHA is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 10.2 Enforceability; Authority; No Conflict.

(a) SLHA has the corporate right, power and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by SLHA's Board of Trustees and Member. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 10.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of SLHA or (B) any resolution adopted by SLHA's Board of Trustees

(ii) Breach or give any Governmental Body or other Person the right to challenge the actions contemplated by this Agreement or to exercise any remedy or obtain any relief under any Legal Requirement to which SLHA may be subject; or

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by SLHA.

(c) SLHA warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would adversely affect in a material way or prevent SLHA from performing its obligations under this Agreement without the prior written consent of an authorized representative of LSU.

Section 10.3 Validity. SLHA will take all corporate actions necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by SLHA shall be, duly executed and shall constitute the lawful, valid and binding obligations of SLHA, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by SLHA and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of SLHA and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of SLHA, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction,

judgment or decree of any court or governmental authority or arbitration tribunal to which SLHA is subject, nor will it have a Material Adverse Effect upon (iv) any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which SLHA is a party or by which SLHA is bound.

Section 10.4 Other Approvals. To SLHA's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with SLHA's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 10.5 Compliance with Legal Requirements. To SLHA's Knowledge, SLHA has operated and shall operate in compliance with all Legal Requirements, including Health Care Laws. To SLHA's Knowledge, SLHA has not received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by SLHA or any SLHA Personnel within the last seven (7) years. Without limiting the generality of the foregoing:

(a) Permits and Licenses. SLHA has or shall have at the time such services are performed all permits and licenses and other Governmental Authorizations required by all Legal Requirements for the operation of SLHA and is not in violation of any of said permitting or licensing requirements.

(b) Medicare/Medicaid Participation. Neither SLHA nor any director, officer, employee, or agent of SLHA is an Excluded Provider.

(c) Fraud and Abuse. To SLHA's Knowledge, neither SLHA nor any SLHA Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or

ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. SLHA is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 10.6 Legal Proceedings; Orders. There is no Order to which SLHA is subject that would limit or affect SLHA's ability to enter into this Agreement or consummate the actions contemplated by this Agreement.

Section 10.7 Insurance. In addition to the policies of insurance required under the Master Lease, SLHA will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of SLHA, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to SLHA. As set forth in the Professional Services Agreements between LSU and SLHA, and pursuant to the provisions of R.S. 40:1299.39 and to the extent covered thereby, employees and independent contractors of SLHA who are acting in a professional capacity in providing health care services on behalf of the State, and are acting within the course and scope of their engagement with LSU in providing such healthcare services pursuant to, and within the context of, this Agreement, will be provided professional liability insurance coverage by the State through the Office of Risk Management, and such persons shall be considered as named insureds.

Section 10.8 Full Disclosure. No representation or warranty made by SLHA in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XI.
ADDITIONAL COVENANTS OF THE PARTIES

Section 11.1 Third Party Consents and Approvals. The Parties will use their best efforts to obtain the Governmental Authorizations set forth on Schedule 11.1.

Section 11.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the Effective Date, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

Section 11.3 Additional Covenants of LSU(a) WOM Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause WOM to: (i) use commercially reasonable efforts to maintain in all material respects the assets, properties, business organizations and current relationships and goodwill with their respective customers, suppliers and payors of WOM and Facility.

(b) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not permit WOM or Facility to:

(i) permit or allow any of the assets or properties of Facility to become subjected to any Encumbrance, other than that will be released at or prior to the Commencement Date; or

(ii) sell, transfer, lease, sublease, license or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of Facility, other than in the ordinary course of business.

(c) Licenses. LSU shall comply with all federal and state laws and take all action necessary to cause WOM to terminate its current hospital license and provider status, including without limitation its Provider Numbers, effective no later than the Commencement Date.

(d) Access to Facility. At all reasonable times prior to the Commencement Date and upon reasonable notice to LSU, LSU shall provide to SLHA access to the Facility to fully complete its due diligence review of all Facility agreements and inspections of the Facility with respect to the physical condition thereof by SLHA and/or by agents or contractors selected by SLHA, and shall have to SLHA's satisfaction and in SLHA's sole discretion effectively transitioned or contracted to engage upon the Commencement Date, sufficient services, supplies, and personnel for the continued operations of the Outpatient Clinics.

Section 11.4 Outpatient Clinics. SLHA shall comply with federal and state laws and take all action necessary to cause the Outpatient Clinics to qualify as and be licensed as off-site clinics of SLHA with provider based status.

ARTICLE XII.

TERM; TERMINATION; DISPUTE RESOLUTION

Section 12.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and continue for ten (10) years (the "Initial Term"). Beginning on the expiration of the fifth (5th) year of the Initial Term and continuing on each annual anniversary date thereafter, (each an "Extension Date"), the then-remaining portion of the

Initial Term shall automatically be extended for an additional one (1) year period so that after the fifth (5th) year of the Initial Term, the Term of this Agreement shall be a Rolling Five-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if LSU or SLHA provides the other Party written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that such Party does not intend to extend the Term of the Agreement.

Section 12.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 12.2. Except as otherwise provided in this Agreement, any early termination of this CEA shall be subject to the Wind Down Period provided in Section 12.9. Subject to the foregoing, this CEA may terminate prior to the expiration of the Term: (i) upon the mutual agreement of all Parties, (ii) if the Contemplated Transactions have not occurred by the Commencement Date, (iii) if as of the Commencement Date, any representations or warranties of a Party are materially inaccurate, or any covenant of a Party to be performed before the Commencement Date has not been materially performed, or any consents or approvals on Schedule 11.1 have not been received; however, the Parties acknowledge that certain consents and approvals may be pending on the Commencement Date and will not constitute a breach of this Agreement, (iv) without cause by SLHA pursuant to the provisions of Section 12.6, or (v) subject to Parties' good faith participation in the process set forth in Section 12.5 for addressing the following events (each, a "Potential Terminating Breach"):

- (a) Any Party's actions or inactions are contrary to, or not substantially in accordance with the Public Purpose as provided for in Article I.

(b) Termination of the Facility Lease, provided that this Agreement will not terminate upon termination of the Facility Lease if SLHA otherwise expressly agrees in writing to continue to operate the Outpatient Clinics and otherwise fulfill the Public Purpose at an alternative location.

(c) Termination of the Ground Lease, subject to the terms of the Ground Lease.

(d) There is filed by or against any Party a petition or complaint with respect to its own financial condition under any state, federal or other bankruptcy (including without limitation a petition for reorganization, arrangement or extension of debts), or under any other similar or insolvency laws providing for the relief of debtors which petition or complaint (if involuntary) shall not be dismissed for more than sixty (60) calendar days from the date of filing.

(e) A receiver, director, conservator or liquidator is appointed for any Party or all or a substantial part of its respective assets, or any Party shall have been adjudicated bankrupt, insolvent or in need of any relief provided to debtors by any court.

(f) Any Party shall have ceased its business or operations.

(g) Any Party shall have liquidated and/or dissolved.

(h) LSU or SLHA is excluded from Medicare or Medicaid.

(i) As determined by a court of competent jurisdiction pursuant to a final, binding, non-appealing judgment, there is a change in (or a new interpretation of) the law or lack of necessary Governmental Authorization or other governmental approval, whether statutory, regulatory or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on

the fundamental relationship of the Parties, and the Parties are unable to agree, following the process in Section 12.5, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection.

(j) Without the consent of LSU, which consent shall not be unreasonably withheld, the merger, consolidation, sale or transfer all or substantially all of SLHA's assets, or admission of a new member, or the sale of all or a portion of SLHA's ownership interest, or the entering into by SLHA of any joint venture or other partnership arrangement, except a joint venture or partnership that does not result in a change of control of SLHA, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA (a "Permitted Joint Venture").

(k) A material breach of this Agreement by any Party hereto that is not cured pursuant to Section 12.5.

Section 12.3 Other Breaches. All other Breaches shall be Non-Terminating Breaches.

Section 12.4 Process for Addressing Potential Non-Terminating Breaches. This Agreement may only be terminated as set forth in Section 12.2 . The remedies available to a Party if there is a Potential Non-Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Non-Terminating Breach shall provide the other Party written notice of such breach, which notice shall

include a detailed description of the basis for such Breach and a description of what would be satisfactory to the non-Breaching Party to remedy such asserted breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach. If the Breaching Party takes the actions described in the notice as to what would satisfy the non-Breaching Party to cure the Breach, the Breach shall be deemed cured. However, such actions shall not be the sole means of curing such a Breach and the Breaching Party shall be entitled to cure the Breach in any other way resulting in a cure of such Breach.

(b) Consultative Process. If such Potential Non-Terminating Breach is not cured within the Cure Period, the Parties shall engage in the "Consultative Process" for a period of thirty (30) calendar days to attempt to resolve the Potential Non-Terminating Breach.

(c) Right to Legal Remedies for Non-Terminating Breaches; No Termination Right. If such dispute involving a Non-Terminating Breach is not resolved pursuant to the Consultative Process, the Party alleging a Non-Terminating Breach shall be entitled to such remedies as are available at law, including damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Facility. Neither Party shall have the right to terminate this Agreement for a Non-Terminating Breach except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 12.5 Process for Addressing Potential Terminating Breaches. The remedies available to a Party if there is a Potential Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Terminating Breach shall provide the other Party written notice of such Breach, which notice shall include a

detailed description of the basis for such Breach and the non-Breaching Party's requirements to remedy such asserted Breach. The Party asserted to have Breached the Agreement shall be entitled to a Cure Period to cure the asserted Breach.

(b) Consultative Process. If such Potential Terminating Breach is not cured within the Cure Period, the Parties shall for a period of fifteen (15) Business Days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If an alleged Potential Terminating Breach is not resolved in the Consultative Process, LSU's Vice President for Health Care and SLHA's Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for thirty (30) calendar days to attempt to resolve the issue.

(d) Termination Right. If the dispute regarding the asserted Potential Terminating Breach is not resolved pursuant to the procedures in this Section set forth above, the non-breaching Party may declare its intent to terminate this Agreement by delivery of written notice of such intent to the other Party (the "Termination Notice") and the Parties shall begin the Wind Down Period as provided in Section 12.9. Such right of termination shall be in addition to any other remedies which the non-breaching Party may have at law, including damages.

Section 12.6 Termination without Cause. Notwithstanding any other provision in this Agreement, SLHA may terminate this Agreement without cause, for any or no reason, upon sixty (60) days' advance written notice to LSU, with such termination to take effect sixty (60) days following SLHA's notice of such termination to LSU, during which time SLHA shall continue to operate the Outpatient Clinics -and New Clinic, as applicable, in accordance with the CEA. In the event of termination under this Section 12.6, SLHA agrees to work with LSU in good faith so

that services then being provided by SLHA pursuant to the CEA may continue following such termination with as minimal disruption as the parties are able to ensure through their mutual good faith efforts.

Section 12.7 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties as soon as possible under the circumstance and in any event within thirty (30) calendar days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a Breach.

Section 12.8 Effects of Termination.

(a) In General. Subject to the Wind Down Period in Section 12.9, if applicable, the following shall apply consistent with the applicable Wind Down Period:

(i) Each Party shall surrender possession of, and deliver to the other Party, all property belonging to the other Party, update and complete all files, records and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;

(ii) Each Party shall cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement.

(iii) SLHA shall vacate facilities owned by LSU.

(iv) The Facility Lease shall terminate.

(v) The Ground Lease shall remain in effect, subject to its terms.

Section 12.9 Wind Down Period. Except in the event of termination under Section 12.6, termination of this Agreement shall be subject to a period of six (6) months, or longer if the

Parties otherwise agree in writing, during which the Parties will transition the services provided hereunder through the Outpatient Clinics, New Clinic, or SLHA facilities, as applicable, in an orderly fashion to assure the Public Purpose continues to be satisfied (the "Wind Down Period"). The Wind Down Period shall begin on the Wind Down Commencement Date and end on the six-month anniversary of the Wind Down Commencement Date, unless terminated earlier pursuant to the provisions contained in Section 12.6. During the Wind Down Period LSU, DOA, and SLHA will establish a committee consisting of at least six (6) people, consisting of two (2) members appointed by LSU, two (2) members appointed by SLHA, and two (2) members appointed by DOA. The committee shall coordinate and oversee the transition of the services provided hereunder through the Outpatient Clinics, New Clinic, or SLHA facilities, as applicable. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period.

ARTICLE XIII. REMEDIES

Section 13.1 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XII, and for no other reason. Subject to the foregoing, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. Any Party shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the

strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

ARTICLE XIV.
INSURANCE AND INDEMNIFICATION

Section 14.1 Insurance. In addition to the policies of insurance required under the Facility Lease Agreement and any other documents required in connection herewith, including, without limitation, participation as a qualified health care provider in the Louisiana Patients' Compensation Fund, SLHA will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of SLHA, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to SLHA.

Section 14.2 Indemnification.

(a) Survival. All representations, warranties, covenants and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the consummation of the Contemplated Transactions and the termination of this Agreement.

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 14.2.

(c) Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for

indemnification or otherwise) and will indemnify SLHA for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") incurred by SLHA as a result of (A) a Breach of any representation or warranty by LSU contained in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (B) the actions or failure to act by LSU Personnel, (C) any Breach of any covenant or obligation of LSU in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets prior to the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LSU, and (F) any Employee Plan established or maintained by LSU; provided however, that LSU's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, SLHA notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by SLHA.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State will have liability (for

indemnification or otherwise) for and will indemnify SLHA for all Damages incurred by SLHA as a result of (A) a Breach of any representation or warranty by the State, and (B) any Breach of any covenant or obligation of the State, in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by the State pursuant to this Agreement; provided however, that the State's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, SLHA notifies the Commissioner of DOA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by SLHA.

(iii) RESERVED

(iv) Except as otherwise provided in this Agreement, SLHA will have liability (for indemnification or otherwise) for all Damages incurred by LSU or the State as a result of (A) a Breach of any representation or warranty by SLHA, (B) the actions or failure to act by the employees or agents of SLHA, (C) any Breach of any covenant or obligation of SLHA in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by SLHA pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets after the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of SLHA, and (F) any Employee Plan established or maintained by SLHA; provided however, that SLHA's obligation under item (A)

above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU or the State notifies SLHA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU or the State.

(d) Third-Party Claims.

(i) Promptly after receipt by a Person entitled to indemnity under this Agreement (an "Indemnified Person") of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (a) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (b) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide

indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be affected by the Indemnifying Person without the Indemnified Person's Consent unless (x) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (y) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (z) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the

Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its Consent (which may not be unreasonably withheld).

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (A) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (B) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (A) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (B) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible,

be made so as to preserve any applicable attorney-client or work-product privilege.

(e) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

ARTICLE XV. GENERAL PROVISIONS

Section 15.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive

amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(h) "or" is used in the inclusive sense of "and/or";

(i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) references to "day," rather than the defined term "Business Day," shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 15.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 15.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is

terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 15.4 Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 15.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the SLHA CEO with respect to Confidential Information of SLHA or the SLHA CEO with respect to the Confidential Information of SLHA. SLHA and LSU shall disclose the Confidential Information of the other Party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or SLHA, as the case may be, of the obligations of this Article with respect to such information. LSU and SLHA shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the

terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 15.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded

by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the

Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes "protected health information" as defined in HIPAA shall be maintained by the Parties in accordance with

the provisions of HIPAA and the Health Information and Technology Act ("HITECH Act") and the rules and regulations promulgated thereunder, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and the HITECH Act and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to SLHA shall remain in the possession, custody and control of SLHA, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU and SLHA consider records of SLHA to be proprietary to SLHA, and, to the extent that SLHA makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, et seq. (the "Public Records Act") which may include documents marked as confidential and/or proprietary to SLHA, LSU will use its best efforts to give notice to SLHA that LSU has received such a public records request prior to producing any documents considered to be proprietary to SLHA, and if such notice cannot be provided to SLHA before LSU is required to produce such documents, LSU shall provide notice to SLHA as soon thereafter as possible. In the event that SLHA objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, SLHA will immediately so notify LSU in writing and take such action as SLHA deems necessary to protect the disclosure of such records.

SLHA will defend, indemnify and hold harmless LSU and its employees, officers, attorneys and agents from and against any costs, expenses, liabilities, attorneys fees, losses, damages, fines and/or penalties resulting from or relating to LSU's failure to produce such documents in response to a public records request.

Section 15.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

Board of Supervisors of Louisiana State
University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: President

With a copy to:

Taylor, Porter, Brooks & Phillips
LLP
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: Health Care Partner

If to the State:

State of Louisiana
c/o Division of Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana, Division of
Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill,
Esq.

If to SLHA:

Southwest Louisiana Hospital
Association d/b/a Lake Charles Memorial
Hospital
1701 Oak Park Boulevard
Lake Charles, LA 70601
Attention: President and CEO

With a copy to:

Baker Donelson Bearman Caldwell
& Berkowitz, PC
Chase North Tower
450 Laurel Street, 20th Floor
Baton Rouge, LA 70801
Attention: Dickie Patterson, Esq

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, when delivered;
- (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 15.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing,

voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 15.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 12.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 15.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements, including the Original CEA, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter; provided, however, provisions of the Original CEA that are intended to survive its termination shall continue in effect in accordance

with such terms. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, the State, and SLHA.

Section 15.10 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 15.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 15.12 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

Section 15.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 15.14 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 15.15 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 15.16 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 15.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month

period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 15.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 15.19 SLHA Not Intended to be a Public Body. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in SLHA being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State and/or public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 15.20 Legislative Auditor. To the extent required by law, it is hereby agreed that the State and/or the Legislative Auditor shall have the option of auditing SLHA's accounts which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

Section 15.21 Discrimination Clause. SLHA agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and SLHA agrees to abide by the requirements of the Americans with Disabilities Act of 1990. SLHA agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 15.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

[Signatures on following page.]

*Signature pages for Amended and Restated Cooperative Endeavor Agreement by and among
Southwest Louisiana Hospital Association;
Board of Supervisors of Louisiana State University and Agricultural and
Mechanical College; State of Louisiana through the Division of Administration; and
Louisiana Division of Administration.*

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

Witnesses:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**

By: _____
F. King Alexander, President of
Louisiana State University System
Date: _____

Witnesses:

**STATE OF LOUISIANA THROUGH THE
DIVISION OF ADMINISTRATION**

By: _____
Kristy Nichols, Commissioner
Date: _____

Witnesses:

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION**

By: _____
Date: _____

APPENDIX I
DEFINITIONS

"Agreement" or "CEA" means this Amended and Restated Cooperative Endeavor Agreement among the State, LSU, SLHA, and DOA.

"Benefit Plans" means any pension, retirement, savings, disability, medical, hospital, surgical, dental, optical or other health plan (including such benefits that are provided through insurance or a health maintenance organization), life insurance (including any individual life insurance policy as to which LSU makes premium payments whether or not LSU is the owner, beneficiary or both of such policy) or other death benefit plan (including accidental, death insurance), profit sharing, present or deferred compensation, employment consulting, termination of employment, change-in-control, retention stock option, bonus or other incentive plan, excess benefit plan vacation benefit plan, holiday, sick pay, severance plan, "golden parachute", prepaid legal services, day care, employee assistance (referral) benefits, cafeteria plan, scholarship, or educational benefit, supplemental unemployment, expense reimbursement, medical service discount, any fringe benefits referenced in Section 132 of the Code or other employee benefit plan or arrangement (whether written or arising from custom) to which LSU is a party or by which LSU or any of the Hospitals (or any of its rights, properties or assets) is bound, or with respect to which LSU has made payments, contributions or commitments or may otherwise have any liability (including any such plan or arrangement formerly maintained by LSU), but in either case, which provide benefits to one or more employees, former employees or non-employees service providers of LSU, including without limit Employees, or any of their respective dependents or beneficiaries.

"Breach" means any action, inaction, omission, or other act of a Party that results in that Party's failure to perform or comply with any covenant or obligation in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any inaccuracy in any representation or warranty in this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

"Business Days" means Monday through Friday of each week, excluding legal holidays.

"CMS" means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.

"Code" or "IRC" means the Internal Revenue Code of 1986.

"Commencement Date" means 12:00:01 a.m. on June 24, 2013, the date on which SLHA assumes operation and management of the Hospital.

"Confidential Information" includes, to the extent allowed by law, any and all of the following information of any Party that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by any Party or its Representatives (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party");

- (i) all information that is a trade secret under applicable trade secret or other law;
- (ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;
- (iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
- (iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

"Consultative Process" means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on breaches, disputes or issues of concern to or affecting the transactions contemplated by the Agreement. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party.

"Contemplated Transactions" means a series of transactions involving the Parties to the CEA, including (i) SLHA's lease of the Facility and furniture, fixtures, and equipment, (ii) the purchase of consumable inventory; (iii) transition of the Outpatient Clinics from LSU to SLHA; and (iv) SLHA's support of the clinical missions of the Hospital in accordance with the CEA.

"Core Safety Net Services" means those core health care services that are described in Article III, Section 2.4, and listed on Exhibit 2.4 of this Agreement.

"Cure Period" means a sixty (60) day period of time during which a Party may attempt to cure an asserted Breach; provided however, that this term shall not apply in the context of Section 12.6.

"Damages" shall have the meaning set forth in Section 14.2(c).

"DHH" means the Louisiana Department of Health and Hospitals.

"Disclosing Party" has the meaning set forth in the definition of "Confidential Information."

"DOA" means the State of Louisiana through the Louisiana Division of Administration.

"DOC" means the Louisiana Department of Public Safety and Corrections.

"Effective Date" means the date that this Cooperative Endeavor Agreement becomes effective and enforceable.

"Encumbrance" means any lien, claim, charge, security interest, mortgage, deed of trust, pledge, easement, option, limitation on use, conditional sale or other title retention agreement, defect in title or other restrictions of a similar nature.

"Equipment Lease" means the lease agreement among LSU and SLHA for certain equipment necessary for SLHA's operation of the Outpatient Clinics.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Excluded Provider" means an individual or entity who or that is excluded from participating in any state or federal health care program pursuant to 42 U.S.C. § 1320a-7.

"Facility" means the current facilities located in Lake Charles, Louisiana in which the Hospital and its clinics are operating.

"Force Majeure" shall mean any(i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.

"Governmental Authorization" means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Agencies" means any United States or Louisiana agency or instrumentality.

"Governmental Body" or "Governmental Bodies" means any:

- (i) nation, state, county, city, town, borough, village, district or other jurisdiction;
- (ii) federal, state, local, municipal, foreign or other government;
- (iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
- (iv) multinational organization or body;
- (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
- (vi) official of any of the foregoing.

"Health Care Laws" means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation, (i) 42 U.S.C. §§ 1320a-, 7a and 7b, which are commonly referred to as the "Federal Anti-Kickback Statute"; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the "Stark Law"; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the "Federal False Claims Act"; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the "Emergency Medical Treatment and Active Labor Act" (EMTALA).

"HIPAA" means the Health Information Protection and Portability Act of 1996, as amended.

"HITECH Act" means the Health Information and Technology for Economic and Clinic Health Act, as amended.

"Hospital" means W.O. Moss Regional Medical Center in Lake Charles, Louisiana.

"Indemnified Person" shall mean the Person entitled to indemnity under this Agreement.

"Indemnifying Person" means the Person obligated to indemnify another Party under this Agreement.

"Indigent Care Services" means health care services provided to persons whose annual income is below the federal poverty level..

"IRC" means the Internal Revenue Code.

"Joint Commission" or "JC" means The Joint Commission responsible for accreditation of hospitals and other health care organizations.

"Knowledge" means an individual will be deemed to have Knowledge of a particular fact or other matter if:

- (i) that individual is actually aware of that fact or matter; or
- (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (iii) A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

"Layoff Plan" means the layoff plan filed by LSU with the Louisiana Civil Service Commission regarding the layoff of LSU Personnel.

"Leased Premises" means all property set forth in the Facility Lease attached as Exhibit 3.1 of this Agreement.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.

"Legislature" means the Senate and House of the Louisiana Legislature.

"Liability" means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"LSU" or "LSU Board of Supervisors" means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

"LSU Personnel" means the Hospital employees to be laid off as LSU employees as of the Commencement Date, subject to the approval of the Louisiana Civil Service Commission.

"Master Collaboration Agreement" or "MCA" means the agreement among LSU and SLHA addressing matters related to the Contemplated Transaction and involving ancillary agreements pertaining to same.

"Facility Lease Agreement" means the lease agreement among LSU and SLHA for the Facility and any other properties described in the lease agreement attached as Exhibit 3.1 of this Agreement.

"Material Adverse Effect" means any action or inaction that, in the context of this Agreement as a whole, would prevent or significantly impair a Party's ability to meet its own obligations in this Agreement.

"Medically Indigent" means any person whose income is below two hundred percent of the federal poverty level and who is uninsured.

"New Clinic" shall have the meaning as set forth in Section 3.2.

"Office of Risk Management" means the Office of Risk Management within the DOA.

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

"Original CEA" means that certain Cooperative Endeavor Agreement, effective June 24, 2013 to which the Parties were parties.

"Party" or "Parties" means LSU, SLHA, the State, and DOA.

"Permitted Joint Venture" means a joint venture or partnership entered into by SLHA that does not result in a change of control of SLHA, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

"Potential Terminating Breaches" means those asserted Breaches that may result in termination of the CEA if not cured pursuant to the process provided in Article XII, Term and Termination.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator. "Required Funding" means the level of funding described in Article VII.

"Provider Numbers" shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.

"Public Purpose" means the purpose the Parties seek to accomplish through this Cooperative Endeavor Agreement, specifically, to create an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State: (i) as a site for graduate medical education, capable of competing in the health care marketplace, with the goal of enriching the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations, and (iii) by focusing on and supporting the Core Services necessary to assure high quality medical education training and access to Safety Net Services.

"Receiving Party" has the meaning set forth in the definition of "Confidential Information."

"Safety Net Services" means health care services which are important to the health of the citizens of the State and to which they may not otherwise have access, including, without limitation, the Core Services, whether such lack of access is due to the financial resources available to the patient, lack of availability of the service through alternative providers in the community, or other reason.

"SLHA" means Southwest Louisiana Hospital Association.

"State" means the State of Louisiana.

"Termination Notice" means written notice by a non-breaching Party to the other Parties of the non-breaching Party's intent to terminate this CEA.

"Third Party Claim" means any claim against any Indemnified Person by a third party, whether or not involving a Proceeding.

"Third Party Consents" means those consents or approvals needed from third parties as set forth on Schedule 11.1.

"Wind Down Commencement Date" means Wind Down Commencement Date on which the Wind Down Period commences. This date shall be the date on which a written notice to terminate this Agreement is received by the non-terminating Party, provided however, that the Cure Period, Consultative Process and executive level discussions, as applicable or required, have ended without resolution.

"Wind Down Period" shall have the meaning as set forth in Section 12.9.

Exhibit 2.4

CORE SAFETY NET SERVICES

1. Emergency Room services
2. Inpatient hospital services
3. Outpatient primary care services
4. HIV outpatient clinic
5. Outpatient Imaging, Laboratory and Other Diagnostic Services
6. Outpatient infusion chemotherapy
7. Outpatient pharmacy, including 340b and Patient Assistance Programs
8. Mental Health for HIV patients

**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

BY AND AMONG

OUR LADY OF THE ANGELS HOSPITAL, INC.;

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE; AND**

**THE STATE OF LOUISIANA
THROUGH THE DIVISION OF ADMINISTRATION;**

DATED EFFECTIVE JANUARY 14, 2014

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AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT (“CEA” or “Agreement”) is made and entered into to be effective the 14th day of January, 2014 (“Effective Date”), by and among Our Lady of the Angels Hospital, Inc., a Louisiana nonprofit corporation (“OLAH”), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), and the State of Louisiana (the “State”), acting herein through the Division of Administration (the “DOA”). OLAH, LSU, STATE, and DOA are referred to together as the “Parties,” and each, a “Party.” Capitalized terms shall have the meanings set forth on Exhibit 1.

RECITALS

WHEREAS, the State, through public and private educational institutions, facilities and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all citizens of the State;

WHEREAS, it is a collective goal of the Parties to enhance the stability and competitiveness of Louisiana’s medical education and training programs and institutions so that Louisiana is positioned to continue to attract the most talented faculty, students, residents and other medical professionals;

WHEREAS, Louisiana has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i) provide health care to the State’s uninsured and high-risk Medicaid populations, as well as prisoner care, and (ii) serve as the primary training sites for LSU’s medical education programs;

WHEREAS, the state-wide public hospital system is financially unsustainable, compromising LSU's and the State's ability to provide medical education opportunities, a full range of clinical services to all Louisiana citizens, including the uninsured and Medicaid high-risk populations, and promote clinical research and other advances in health care;

WHEREAS, Louisiana's health care reform effort has focused on ways to remodel the delivery of care through sustainable partnerships and cooperative efforts between the public and private sectors;

WHEREAS, LSU owns certain facilities (the "Owned Facilities") and equipment valued at more than One Thousand Dollars (\$1,000.00) that is tagged and tracked in accordance with State property control requirements (the "Equipment") and leases certain facilities (the "Leased Facilities") through which LSU currently operates Washington St. Tammany Medical Center, d/b/a Bogalusa Medical Center, and upon the Commencement Date, OLAH will operate as Our Lady of the Angels Hospital (the "Hospital");

WHEREAS, LSU, STATE, DOA, and OLAH desire for OLAH to lease the Owned Facilities and Equipment and sublease the Leased Facilities, and pursuant thereto operate the Hospital as a private enterprise to serve and enhance opportunities to achieve Louisiana's medical education, clinical care and research goals after an interim period allowing the Parties sufficient time to structure a transition;

WHEREAS, OLAH and its Affiliates have extensive experience in nonprofit hospital operations and finances and are committed to the growth and expansion of the charitable clinical, teaching and research missions in the communities they serve;

WHEREAS, to maintain the viability of Hospital operations, its current range of patient care services and programs, and protect and enhance the Hospital's vital role in the community,

the Parties desire to bring OLAH's financial, operational and relationship and other expertise and resources to the Hospital for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) OLAH and LSU will work together from the EffectiveDate to the Commencement Date to transition Hospital operations from LSU to OLAH in accordance with this CEA and its ancillary agreements, (ii) LSU will lease the Owned Facilities and Equipment and sublease the Leased Facilities to OLAH as of the Commencement Date, with OLAH to begin operating the Hospital operations as of the Commencement Date, (iii) OLAH will purchase all consumable inventory and each item of equipment used in Hospital operations that is valued at less than One Thousand Dollars (\$1,000.00); and (iv) OLAH will commit to supporting LSU's academic, clinical and research missions in accordance with this CEA (collectively, the "Contemplated Transactions");

WHEREAS, among other things, the Contemplated Transactions will afford OLAH and its Affiliates the opportunity to extend their management abilities and mission to additional hospital facilities, access and support a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers, all of which will serve to expand, diversify and serve the patient population of the Bogalusa area;

WHEREAS, among other things, this CEA and the Contemplated Transactions will: (i) stabilize and enhance the medical education and training experiences and opportunities available to LSU students and residents at the Hospital, (ii) optimize the training resources to build Louisiana's health care workforce and further the health care enterprise in the State; (iii) based on available and reasonable means of financing, provide better access to a full range of clinical care services to the uninsured and high risk Medicaid populations; (iv) attract private and

publicly financed third party payments in order to compete in the health care marketplace; and
(v) promote better health care for Louisiana citizens through an evidence-based, outcomes driven integrated delivery system focused on high quality, cost-effective health care;

WHEREAS, OLAH is willing and desires to provide, either directly or through its other Affiliates, the financial resources, operational expertise, and other necessary resources and to take steps to ensure that the Hospital continues to: (i) serve as a safety-net hospital, and play a central role in providing healthcare services to the uninsured, high-risk Medicaid and State inmate populations in the Bogalusa area; (ii) provide Louisiana, whether through the Hospital, other OLAH Affiliates or healthcare providers, services that might not otherwise be available in the community; and (iii) preserve the quality of medical education in Louisiana through medical training partnerships and academic affiliations with LSU;

WHEREAS, the Parties recognize that OLAH's operation and management of the Hospital will include the commitment and the assumption of significant financial and operational investments by OLAH, and OLAH's continuing commitment to operating the Hospital is dependent upon reimbursement levels commensurate with such investments;

WHEREAS, it will be necessary for the Hospital to be operated in a manner consistent with the best practices of private, non-profit institutions, and it must function responsibly as an independent entity;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Hospital subject to OLAH's receipt of funding sufficient to do so;

WHEREAS, the Louisiana Constitution in Article VII, Section 14(C) permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation or individual;

WHEREAS, the Parties desire to enter into this CEA, as well as related agreements, to facilitate and advance the goals recited herein;

WHEREAS,, in addition to this CEA and the Exhibits hereto, LSU and OLAH will enter into a Master Collaborative Agreement to address ancillary matters related to the Contemplated Transactions (the “MCA”);

WHEREAS, the Parties recognize this CEA shall be subject to presentation and review by the Louisiana Legislature’s Joint Legislative Committee on the Budget in accordance with law;

WHEREAS, the Parties previously entered into the Original CEA, pursuant to which various commitments and obligations were agreed to by the Parties;

WHEREAS, the State did not receive approval from CMS in connection with the funding provisions contemplated by the Original CEA and the parties desire to amend and restate the Original CEA; and

WHEREAS, this Amended and Restated CEA shall supersede in totality the Original CEA, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
STATEMENT OF PUBLIC PURPOSE**

Section 1.1 Public Purpose. In accordance with Article VII, Section 14 of the Constitution of the State of Louisiana, the Parties enter into this CEA for the public purpose of creating an integrated health care delivery system in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State and its citizens: (i) as a site for GME, capable of competing in the health care marketplace, with the goal of enriching the State’s health care workforce and their training experience; (ii) in fulfilling the State’s historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations; and (iii) by focusing on and supporting the Core Services and Key Service Lines necessary to assure high quality medical education training and access to Safety Net Services.

Section 1.2 Monitoring. LSU shall designate an individual (the “Contract Monitor”) to be responsible for monitoring compliance with this Agreement in accordance with Executive Order BJ 08-29. The Contract Monitor shall implement a plan that includes regular data collection, review, and reporting, consistent with the terms of this Agreement, which will provide for reasonable accountability to the Public Purpose as set forth in this Article I. The Contract Monitor shall regularly report such findings to the LSU Vice President for Health Care.

**ARTICLE II.
MEDICAL EDUCATION SUPPORT**

Section 2.1 Academic Affiliation with LSU. Recognizing the importance of the LSU family medicine residency program based, and the ophthalmology program rotating, at the Hospital (the “GME Program”) to Hospital operations and the training of physicians in rural areas to Louisiana’s health care workforce, OLAH and LSU will enter into an Academic

Affiliation Agreement (“AAA”) that sets forth the terms and conditions upon which OLAH and LSU specifically agree and will collaborate to strengthen LSU, the Hospital and their respective programs. The AAA will provide that (i) LSU maintains ultimate authority over its academic programs, policies and procedures as they directly relate to the LSU faculty, residents and students, and (ii) OLAH maintains ultimate authority over the business, management, policies, operations and assets of the Hospital.

(a) Academic Autonomy. Subject to restrictions in Section 2.1(d), LSU will retain discretion to determine how to develop and where to place its research and education programs, including their clinical components. The LSU Board, administration and various academic deans will retain authority over educational policy, curriculum design, educational program leadership, research policy, academic appointments and all other academic policy matters. The AAA shall not impinge on LSU’s academic integrity and independence.

(b) Research Support. The AAA addresses a method for determining Hospital support for LSU’s research activities, including, without limitation, infrastructure support for funded research grants, access to data, Institutional Review Board (IRB) support, and, potentially, Hospital funding of LSU faculty research.

(c) Intellectual Property. The AAA includes provisions to address the ownership and use of intellectual property between OLAH and LSU.

(d) Resident Rotations. During the Term of this Agreement, LSU shall provide opportunities for at least nineteen (19) residents to rotate at the Hospital in the family medicine and ophthalmology programs. The actual number of residents who rotate at the hospital will depend on the number of residents in the Hospital’s family medicine

residency program. Currently eighteen (18) slots in the Hospital's family medicine residency program are filled. LSU will use its best efforts to assist the Hospital in filling the available slots in the family medicine residency program. LSU represents that five (5) resident slots are funded in part through grants, and that additional grant funding may be available for a portion of the costs of up to five (5) additional resident slots. All existing grant funds held by LSU for the Hospital's family medicine residency program and any grant funds received by LSU to support the Hospital's family medicine residency program will be used exclusively to supplement the resident costs incurred by OLAH. LSU shall use its best efforts to cause such grant funding to continue during the Term of this Agreement for the benefit of OLAH and the Hospital's operations and to assist OLAH in increasing such grant funding to cover additional resident costs. If during the Term of this Agreement such grant funds are reduced, LSU shall use its best efforts to provide or cause to be provided additional funding to replace such grant funds. Further, in the event funded residency caps become available through a cap redistribution or other means, LSU agrees to support OLAH in applying for any such caps to be assigned to or transferred to the Hospital.

**ARTICLE III.
COMMITMENTS TO PATIENT CARE**

Section 3.1 Care for the Medically Indigent and Uninsured. OLAH recognizes (i) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, and (ii) LSU's mission of providing access to high quality medical care for all patients, including the high-risk Medicaid and Medically Indigent populations, within available financing and approved budgets, and (iii) the need to support LSU's education and training mission. OLAH will use good faith efforts to provide free or

reduced cost health care to Medically Indigent patients of the Hospital in accordance with a Charity Care Policy that is consistent in all material respects with LSU Policy Number 2525-13, the current policy for determining eligibility for free or reduced cost health care services at the Hospital, as may be amended to adjust for changes in the federal poverty guidelines issued annually by the U.S. Department of Health & Human Services.

Section 3.2 Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, OLAH and LSU will work together in good faith to make available the Core Services and Key Services Lines as described in this Article III to high-risk Medicaid patients in accordance with the terms of this CEA, subject to the good-faith determination by OLAH management and approval of such management decisions by the OLAH Board of Directors and consistent with the mission of OLAH.

Section 3.3 State Inmate Care. Subject to its receipt of reasonable and appropriate cost reimbursement, as determined in OLAH's reasonable discretion, OLAH, with the support of LSU, will provide medically necessary health care to the State's inmates incarcerated in Washington Parish, Louisiana. In the event OLAH does not receive such reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to State inmates, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is provided to OLAH for such medically necessary services. Suspension of care to State inmates due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA.

Section 3.4 Core Services. The Parties acknowledge and agree that the services identified on Exhibit 3.4 are core Safety Net services (“Core Services”) currently being provided to the community and the region through the Hospital, and that OLAH will continue to provide the Core Services through the Hospital at reasonably comparable levels, taking into account normal hospital operations and capacity fluctuations, on and after the Commencement Date, subject to the terms of this CEA and the good-faith determination by the OLAH Board of Directors and consistent with the mission of OLAH. OLAH may limit or reduce (but shall not discontinue) the provision of one or more Core Services outside the scope of normal hospital operations and capacity fluctuations (hereinafter referred to as a “Core Service Adjustment”) if it reasonably determines that the continued provision of such services at such levels will materially and adversely impact OLAH or its subsidiaries or affiliates and in making such decision will consider the community need, patient access, cost, and available resources (hereinafter collectively referred to as the “Community Access Standards”). In the event OLAH makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of OLAH’s basis for the same and an explanation of how the Community Access Standards affect or are affected by the proposed Core Service Adjustment (an “OLAH Core Service Adjustment Notice”). LSU may, within ten (10) days of an OLAH Core Service Adjustment Notice, request to meet with OLAH regarding OLAH’s determination to make a Core Service Adjustment (a “LSU Core Service Request”). In the event LSU provides OLAH with a LSU Core Service Request, LSU and OLAH shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by OLAH as described in the OLAH Core Service Adjustment Notice. In the event that LSU and OLAH are

not able to resolve the issues described in the OLAH Core Service Adjustment Notice within such thirty (30) day period, OLAH by decision of OLAH management and approval of such management decision by the affirmative vote of its Board of Directors, taking into account the Community Access Standards, may commence to limit or reduce the Core Service(s) consistent with the OLAH Core Service Adjustment Notice. Any limitations or reductions of Core Services implemented in good faith by OLAH in accordance with this Section 3.4, giving reasonable consideration to the Community Access Standards, shall not be deemed to have a materially adverse impact on the Public Purpose as provided in Section 13.7, unless demonstrated by LSU to have a material adverse impact on the Public Purpose in light of the Community Access Standards.

Section 3.5 Key Service Lines. The parties acknowledge and agree that the clinical service lines to be identified on Exhibit 3.5 (“Key Service Lines”) are critical not only to comprehensive patient care, but also to the Hospital’s mission of providing robust medical education and clinical research experiences. LSU and OLAH agree that, subject to the good faith determination by OLAH management and approval of such management decision by the OLAH Board of Directors and consistent with the mission of OLAH, the Hospital will offer a baseline of services in the Key Service Lines at least at the level provided at the Hospital on the Commencement Date as agreed upon by OLAH and LSU (“Key Service Baseline”), and will work collaboratively with LSU to grow the Key Service Lines above the Key Service Baseline with a financially sustainable payer mix. OLAH may in its sole discretion, limit or reduce the provision of one or more Key Service Lines if its management determines in its sole discretion, with approval of such management decision by its Board of Directors, that the continued provision of such services will materially and adversely impact OLAH or its subsidiaries or

affiliates (hereinafter referred to as a “Key Service Line Adjustment”), provided, however, that OLAH shall not reduce any Key Service Line below the minimum requirement necessary to maintain a GME Program that is based on such Key Service Line. Further, the Parties agree that the foregoing proviso shall not impact OLAH’s termination rights under Section 13.6 hereof. In the event OLAH makes a determination that the continued provision of such services will materially and adversely impact OLAH or its subsidiaries or affiliates, it will provide advance written notice to LSU of its intention to make a Key Service Line Adjustment, which shall include a description of OLAH’s basis for the same (an “OLAH Key Service Line Adjustment Notice”). LSU may, within ten (10) days of an OLAH Key Service Line Adjustment Notice, request to meet with OLAH regarding OLAH’s determination to make a Key Service Line Adjustment (a “LSU Key Service Line Request”). In the event LSU provides OLAH with an LSU Key Service Line Request, LSU and OLAH shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by OLAH as described in the OLAH Key Service Line Adjustment Notice. In the event that LSU and OLAH are not able to resolve the issues described in the OLAH Key Service Line Adjustment Notice within such thirty (30) day period, OLAH may limit or reduce the Key Service Line(s) consistent with the OLAH Key Service Line Adjustment Notice.

Section 3.6 Telestroke Services. OLAH and LSU will work together in good faith to maintain the infrastructure, such as staff support, space, and scheduling, of telestroke services provided at the Facility as of the Commencement Date. LSU will provide the physician support and OLAH, subject to the good-faith determination by OLAH management and approval of such management decision by the OLAH Board of Directors and consistent with the mission of

OLAH, will work in good faith to provide the infrastructure support necessary to maintain the Hospital's telestroke program at least at the level provided as of the Commencement Date.

Section 3.7 Closure; Reduction of Services. OLAH will not close the Hospital or the Hospital's emergency room or reduce services except in compliance with Legal Requirements.

ARTICLE IV. TRANSITION PERIOD

Section 4.1 Transition. During the period beginning on the Effective Date and ending on the Commencement Date, or such longer period as may be necessary to effect an orderly and smooth transition of Hospital operations from LSU to OLAH (the "Transition Period"), LSU and OLAH shall cooperate and collaborate to assure the orderly and smooth transition of Hospital operations, including patient care, financial and administrative functions, employees, and other matters, and that the Public Purpose is satisfied at all times. LSU will provide OLAH and its employees, agents, servants and contractors access to the Hospital and its employees as reasonably requested to facilitate an orderly transition and meet the objectives of this Article IV.

(a) LSU Obligations. During the Transition Period, LSU shall at all times exercise ultimate control over the affairs of the Hospital, shall maintain its governance policies for the Hospital, and shall be accountable and responsible for all Hospital operations. LSU shall file CMS Form 855A to voluntarily terminate its provider number and Medicare enrollment for the Hospital, which filing shall be made within two (2) Business Days of the execution of this Agreement by OLAH, to be effective as of the day prior to the Commencement Date.

(b) OLAH Obligations. OLAH shall establish and implement a transition plan and devote such resources during the Transition Period as may be necessary to

assure the orderly transition of Hospital operations, including patient care, from LSU to OLAH.

**ARTICLE V.
FACILITIES AND EQUIPMENT**

Section 5.1 OLAH Lease of Facilities and Equipment. Contemporaneously with and subject to the terms and conditions of the Original CEA, LSU and OLAH entered into that certain Master Hospital Agreement (“Master Agreement”), along with a sublease of the Leased Facilities (“Sublease”), a lease of the Owned Facilities (“Lease”), and a lease of the Equipment (“Equipment Lease”) in the forms attached as Exhibits 5.1(a), Exhibit 5.1(b), Exhibit 5.1(c) and Exhibit 5.1(d), respectively. The Master Agreement, Lease, Sublease and Equipment Lease provide for the lease of the Owned Facilities, Leased Facilities and Equipment, and all other real property and tangible personal property used by LSU for Hospital operations as of the Commencement Date (collectively, the “Leased Assets”) except the property described in Section 5.2, but shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances on the Leased Assets except as may be further described in the Master Agreement, Lease, Sublease or Equipment Lease including, without limitation, any obligations with respect to bonded indebtedness on the Leased Facilities as described in the Sublease. Without limiting the foregoing, the Master Agreement, Sublease and Equipment Lease also provide for the following:

(a) Rental Payments. The rental payments paid by OLAH for the Leased Assets (collectively, “Rent”) represent fair market value, as set forth in the Master Agreement.

(b) Term; Renewal Options. The Master Agreement, Lease and Sublease shall each have a term of ten (10) years, with the option for OLAH to renew all three (3) such

agreements for three (3) additional five (5) year renewal terms. The Master Agreement, Lease and Sublease shall not be independently renewable.

Section 5.2 Consumables and Inventory. All inventories of (i) supplies, drugs, food, and other disposables, and (ii) tangible non-consumable movable assets valued at less than one thousand dollars (\$1,000.00) and are on hand at the Owned Facilities and Leased Facilities as of the Commencement Date, will be transferred to OLAH for fair market value pursuant to the terms and conditions set forth in the Master Collaborative Agreement.

**ARTICLE VI.
HOSPITAL EMPLOYEES**

Section 6.1 Employee Matters.

(a) Termination of Employment by LSU. Subsequent to the execution of the Original CEA, LSU will file a layoff plan (the “Layoff Plan”) with the Louisiana Civil Service Commission that will provide for LSU’s Hospital employees (“LSU Personnel”) to be laid off as LSU employees, subject to the approval of the Civil Service Commission, as of 11:59:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. All LSU Personnel may apply to OLAH for employment, and OLAH may, in its discretion, offer employment to LSU Personnel. OLAH may communicate with any of the LSU Personnel currently employed in the operation of the Hospital to the extent necessary to allow LSU Personnel to apply for employment, to offer employment and to otherwise reasonably permit OLAH to act in accordance with this Section.

(c) OLAH Terms and Conditions of Employment. All LSU Personnel offered employment by OLAH shall be hired on an at-will basis for job classifications and job

descriptions established by OLAH, and shall be employed subject to terms and conditions established by OLAH.

(d) Employee Assistance. OLAH established a website through which LSU Personnel may apply for positions at OLAH. LSU will provide LSU Personnel with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits.

(e) LSU Wages, Other Compensation and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present and future employees of LSU, including but not limited to LSU Personnel, for wages and other compensation, under any LSU Benefit Plans and under applicable laws. Without limiting the generality of the foregoing, OLAH shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Personnel including any past, present and future employees of LSU.

**ARTICLE VII.
[RESERVED]**

**ARTICLE VIII.
MASTER COLLABORATIVE AGREEMENT**

Section 8.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU and OLAH will enter into a Master Collaborative Agreement (“MCA”) to address key operational issues related to the transition of the Hospital from LSU to OLAH in accordance with this CEA. The MCA addresses, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. OLAH shall apply for new Medicare and Medicaid provider numbers, which provider numbers shall be transferred to LSU upon termination of this CEA;

(b) Professional Services. OLAH may contract with LSU to obtain the services of LSU physicians and related services necessary to provide patient care in the Hospital and its provider-based outpatient clinics;

(c) Clinical and Accountable Care Services Agreement. LSU and OLAH shall negotiate in good faith to establish the terms of a Clinical and Accountable Care Services Agreement pursuant to which the LSU Health Care Services Division ("HCSD") will provide certain clinical and data warehouse, data analytics and disease management services in exchange for a fair market value services fee.

(d) Medical Staff. The Hospital's current medical staff may be credentialed and/or recredentialed by OLAH's governing body upon transition of the Hospital to OLAH; and

(e) Transition Support Services. OLAH may contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

Section 8.2 Medical Records. LSU shall destroy or remove from the Facilities any and all patient records, including without limitation patient charts, pathology reports, mammograms, laboratory reports and results, imaging studies and other patient care records, which as of the Commencement Date are due to be removed or destroyed in accordance with LSU's patient recordkeeping policies or other similar record purging policies (the "Expired

Records”). The MCA will provide that during the Term OLAH will become the custodian of Hospital’s patient records, other than the Expired Records, and will maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements.

**ARTICLE IX.
LSU REPRESENTATIONS AND WARRANTIES**

LSU represents and warrants that the statements contained in this Article are correct and complete as of the date of this CEA.

Section 9.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana.

Section 9.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms, and, upon execution and delivery by LSU of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms. LSU’s Board of Supervisors has authorized the execution and delivery of this Agreement and such other documents to which it is a party and the performance of all of LSU’s obligations hereunder and thereunder. A copy of the authorizing consent resolution or meeting minutes as certified by LSU’s board secretary is attached as Exhibit 9.2(a).

(b) To LSU's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any resolution adopted by LSU's Board of Supervisors;

(ii) Give any Governmental Body or other Person the right to any successful remedy or relief under any Legal Requirement to which LSU may be subject;

(iii) Contravene, conflict with, or result in a violation or Breach of any of the terms or requirements of, or give any Governmental Body applicable to LSU, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by LSU;

(iv) Cause OLAH to become subject to, or to become liable for, the payment of any Liability of LSU; or

(v) Result in the LSU GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in (A) the LSU GME Programs ceasing to be accredited by ACGME, (B) the LSU GME Programs ceasing to be funded by DOA, or (C) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSU GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise

materially and adversely affect the Hospital or the LSU GME Programs without the prior written consent of an authorized representative of OLAH.

Section 9.3 Employee Benefits. To LSU's Knowledge, all of its Benefit Plans, to the extent that they would meet the definition of employee benefit plans under Section 3(2) of ERISA and employee health or welfare benefit plans as defined in Section 3(1) of ERISA, qualify as governmental plans as defined and provided by Sections 4(b)(1) and 3(32) of ERISA, and all Benefit Plans have been administered in accordance with applicable law in all material respects, to the extent such Benefit Plans are established and administered by LSU. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, OLAH or its Affiliates incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plans, to the extent such plans are established and administered by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 9.4 Validity. All actions of LSU necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by LSU and the consummation of the Contemplated Transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LSU and are not and will not be prohibited by, do not and will not

materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the governing documents of LSU, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which LSU is a party or by which LSU is bound.

Section 9.5 Medical Staff. LSU has heretofore provided to OLAH true, correct, and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital. There are no pending or, to LSU's Knowledge, threatened disputes with applicants, staff members, or health professional affiliates. LSU further represents that no medical staff of the Hospital while it was operated by LSU were an Excluded Provider.

Section 9.6 Hill Burton. LSU represents that it has no outstanding obligations under the Federal Hill Burton Act, 42 U.S.C. § 291 et seq.

Section 9.7 Other Approvals. To LSU's Knowledge, except as otherwise set forth in Section 6.1, Schedule 9.7 and Schedule 12.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LSU's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, is the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 9.8 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated the Hospital and the LSU GME Program in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's

operation of the Hospital and LSU GME Program, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last seven (7) years. Without limiting the generality of the foregoing:

(a) Permits, Licenses and Accreditation. The Hospital has all permits and licenses and other governmental authorizations required by all Legal Requirements and are not in violation of any of said permitting or licensing requirements. The Hospital is duly licensed by the State and operated by LSU as a general acute care hospital. LSU has all permits and licenses necessary for the proper operation of the Hospital and LSU GME Program, including a valid Medicare Provider Number. The LSU GME Program is accredited by ACGME and, to LSU's Knowledge, is in compliance with the ACGME requirements necessary for accredited GME Programs.

(b) Medicare/Medicaid Participation. The Hospital and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs were in full force and effect and had not been amended or otherwise modified, rescinded, revoked or assigned, and, to LSU's Knowledge, no condition existed or event had occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider.

(c) Joint Commission. The Facility is duly accredited by JC with no material contingencies. LSU has made available to OLAH copies of the most recent JC accreditation survey report and deficiency list for the Facility, together with Facility's most recent statement of deficiencies and plan of correction. Except as set forth on Schedule 9.8(c), as of the Commencement Date, the Facility had not received written notice of any threatened, pending or likely revocation, early termination, suspension, or limitation of any such accreditation.

(d) Fraud and Abuse. To LSU's Knowledge, neither the Hospital, any physician that has provided services at the Hospital, nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may

be made in whole or in part by Medicare or Medicaid, or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospital.

Section 9.9 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 9.9, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting the Hospital, LSU GME Programs, or any LSU Personnel.

Section 9.10 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel has been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are "qualified state health care providers" as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under DOA's professional liability insurance administered through the Office of Risk Management. To LSU's Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Party and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the operations of

LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 9.11 Taxes.

(a) With respect to the Hospital, LSU has, to its Knowledge, filed, all federal, state, county and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school, and personal property tax returns, required to be filed and, such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county or local taxing authority outstanding against the assets, properties or businesses of LSU as they relate to the Hospital. Other than regular property assessments, there is no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to the Hospital, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) The Hospital was exempt from Federal income tax under the applicable provisions of the IRC and the Hospital was a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the

imposition of tax liability which would have a material adverse effect on the business and operations of the Hospital.

Section 9.12 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 9.13 Breach. Any damages or other amounts payable by LSU as a result of a Breach of any representation or warranty contained in this Article IX are contingent obligations subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and the availability of funds following Legislative appropriation.

**ARTICLE X.
STATE'S REPRESENTATIONS AND WARRANTIES**

The State represents and warrants that the statements contained in this ARTICLE X are correct and complete as of the date hereof.

Section 10.1 Organization and Standing.

(a) The State has full power and authority to perform its obligations under this CEA.

(b) DOA is an agency within the Office of the Governor validly existing and in good standing under the laws of Louisiana, with full power and authority to perform their obligations under this CEA.

Section 10.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of the State, enforceable against it in accordance with its terms. Upon the execution and delivery by DOA of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of

the State, through DOA, enforceable in accordance with its terms. DOA, through its lawfully designated agency or department heads, have the power and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform their obligations under this Agreement and such other documents, subject only to oversight by the Legislature and the Legislative Auditor.

(b) To DOA's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any provision of any statutory or regulatory authority which defines the powers and duties of DOA;

(ii) To DOA's Knowledge, give any Governmental Body or other Person the right to any successful remedy or relief under any Legal Requirement to which the State or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to the State or DOA, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by DOA; or

(iv) Cause OLAH to become subject to, or to become liable for the payment of, any Liability of DOA.

(c) DOA warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise

materially and adversely affect the Hospital without the prior written consent of an authorized representative of OLAH.

Section 10.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, OLAH incurring any Liability for any Benefit Plan of DOA or to any employee of DOA with respect to such Benefit Plans.

Section 10.4 Legal Proceedings; Orders. To DOA's Knowledge, there is no Order to which the State is subject that would limit or affect the State's or DOA's ability to enter into this Agreement or consummate the Contemplated Transactions, other than Executive Order BJ 08-29.

Section 10.5 Other Approvals. To DOA's Knowledge, except as set forth in Schedule 9.7 and Schedule 12.1, which set forth the health care regulatory authorizations for permits, licenses and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with DOA's valid execution, delivery, or performance of this Agreement, or the consummation of any Contemplated Transaction, is the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 10.6 Full Disclosure. No representation or warranty made by the State, through DOA, in this Agreement contains or will contain any untrue statement of fact or omission of fact necessary to make the statements contained herein or therein not misleading.

**ARTICLE XI.
OLAH REPRESENTATIONS AND WARRANTIES**

OLAH represents and warrants that the statements contained in this ARTICLE XI are correct and complete as of the date hereof.

Section 11.1 Organization and Good Standing. OLAH is a nonprofit Louisiana corporation. OLAH is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 11.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of OLAH, enforceable against it in accordance with its terms. Upon the execution and delivery by OLAH of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of OLAH, enforceable against it in accordance with its terms. OLAH has the corporate right, power and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by OLAH's Board of Directors and Members. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 11.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of OLAH or (B) any resolution adopted by OLAH's Board of Directors;

(ii) Breach or give any Governmental Body or other Person the right to challenge the actions contemplated by this Agreement or to exercise any remedy or obtain any relief under any Legal Requirement to which OLAH may be subject; or

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by OLAH.

(c) OLAH warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent OLAH from performing, or have a Material Adverse Effect on OLAH's ability to perform, its obligations under this Agreement or otherwise have a Material Adverse Effect on the LSU GME Program without the prior written consent of an authorized representative of LSU.

Section 11.3 Validity. All corporate actions of OLAH necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by OLAH shall be, duly executed and shall constitute the lawful, valid and binding obligations of OLAH, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by OLAH and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of OLAH and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a

breach of (i) the Articles of Incorporation or Bylaws of OLAH, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which OLAH is subject, nor will it have a Material Adverse Effect upon (iv) any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which OLAH is a party or by which OLAH is bound, or (v) any assignment, permit, license, approval or other commitment to which OLAH is a party or by which OLAH is bound.

Section 11.4 Other Approvals. To OLAH's Knowledge, except as set forth in Schedule 10.7 and Schedule 12.1, which set forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, including licenses and permits, Medicare Provider Number and Provider Agreement, and JC approvals, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with OLAH's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, is the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 11.5 Compliance with Legal Requirements. To OLAH's Knowledge, OLAH has operated in compliance with all Legal Requirements, including Health Care Laws. To OLAH's Knowledge, OLAH has not received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by OLAH or

any OLAH Personnel within the last seven (7) years. Without limiting the generality of the foregoing:

(a) Permits and Licenses. On or before the Commencement Date, OLAH has or shall have at the time such services are performed all permits and licenses and other Governmental Authorizations required by all Legal Requirements for the operation of OLAH and is not in violation of any permitting or licensing requirements.

(b) Medicare/Medicaid Participation. Neither OLAH nor any director, officer, employee, or agent of OLAH is an Excluded Provider.

(c) Fraud and Abuse. To OLAH's Knowledge, neither OLAH nor any OLAH Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which

payment may be made in whole or in part by Medicare or Medicaid, or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. OLAH is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 11.6 Legal Proceedings; Orders. There is no Order to which OLAH is subject that would limit or affect OLAH's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 11.7 Insurance. In addition to the policies of insurance required under the Lease and Sublease, OLAH will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of OLAH, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to OLAH.

Section 11.8 Full Disclosure. No representation or warranty made by OLAH in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

**ARTICLE XII.
ADDITIONAL COVENANTS OF THE PARTIES**

Section 12.1 Third Party Consents and Approvals. The Parties will use their best efforts to obtain the Governmental Authorizations set forth on Schedule 12.1.

Section 12.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the execution of this Agreement, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and

delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

Section 12.3 Additional Covenants of LSU.

(a) Hospital Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause Hospital to: (i) conduct the Hospital's operations in the ordinary course and provide or make available at the Hospital the Core Services and Key Service Lines at the levels existing as of the Effective Date; and (ii) use commercially reasonable efforts to maintain in all material respects the assets, properties, business organizations, and current relationships and goodwill with their respective customers, suppliers, and payors of Hospital, the Owned Facilities and the Leased Facilities, in such condition and at levels maintained as of the Effective Date.

(b) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement LSU shall not permit Hospital to:

(i) permit or allow any of the assets or properties of the Owned Facilities or Leased Facilities to become subjected to any Encumbrance, other than that will be released at or prior to the Commencement Date; or

(ii) sell, transfer, lease, sublease, license, or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of the Owned Facilities or Leased Facilities, other than in the ordinary course of business.

(c) Licenses. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall take all action reasonably within its power and necessary to cause Hospital to continue to maintain its current hospital license and provider status, including without limitation its Provider Numbers. Any transfer, discontinuation, restriction, modification, or other change in the rights and obligations associated with the Hospital license, other than as required by or as a result of this Agreement, or any other event or transaction resulting in any party other than LSU operating or controlling the Facility or its operations must be approved in writing by OLAH prior to the time of such event.

(d) Access to Hospital. At all reasonable times during the Transition Period, LSU shall provide to OLAH, and/or their agents or contractors, access to the Hospital and the Owned Facilities and the Leased Facilities to fully complete its due diligence review of all Hospital and related agreements and inspections of the Owned Facilities and Leased Facilities with respect to the physical condition thereof. LSU and OLAH shall utilize their best efforts to effectively transition or contract to engage upon the Commencement Date, sufficient services, supplies, and personnel for the continued operations of the Hospital.

Section 12.4 OLAH's Operation of Hospital. During the Term OLAH will operate the Hospital in material compliance with all applicable Legal Requirements.

ARTICLE XIII.
TERM; TERMINATION; DISPUTE RESOLUTION

Section 13.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and continue for ten (10) years from the Commencement Date (the "Initial Term"). Unless a Party provides written notice to the other

Parties at least three hundred sixty-five (365) calendar days prior to the expiration of the Initial Term of its intention not to renew, the Initial Term shall automatically renew for an additional five (5) year period (a “Renewal Term”) at the end of the Initial Term. Thereafter, unless a Party provides written notice to the other Parties at least three hundred sixty-five (365) calendar days prior to the expiration of the Renewal Term of its intention not to renew, the Renewal Term shall automatically renew for an additional Renewal Term at the end of such Renewal Term.

Section 13.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 13.2. Except as otherwise provided in this Agreement, any early termination of this CEA shall be subject to the Wind Down Period provided in Section 13.10. Subject to the foregoing, this CEA may terminate prior to the expiration of the Term (i) upon the mutual agreement of all Parties, (ii) if the Contemplated Transactions have not occurred by the Commencement Date, (iii) if as of the Commencement Date, any representations or warranties of a Party are materially inaccurate, or any covenant of a Party to be performed before the Commencement Date has not been materially performed, or any consents or approvals on Schedule 12.1 have not been received, (iv) with or without cause by OLAH pursuant to Section 13.6, (v) by LSU pursuant to the provisions of Section 13.7, or (vi) subject to the Parties’ good faith participation in the process set forth in Section 13.4 for addressing the following events (each, a “Potential Terminating Breach”):

- (a) Any Party’s actions or inactions are contrary to, or not substantially in accordance with the Public Purpose provided for in Article I.
- (b) Termination or expiration of the Master Agreement, Lease or Sublease.
- (c) There is filed by or against any Party a petition or complaint with respect to its own financial condition under any state, federal or other bankruptcy (including

without limitation a petition for reorganization, arrangement or extension of debts), or under any other similar or insolvency laws providing for the relief of debtors which petition or complaint (if involuntary) shall not be dismissed for more than sixty (60) days from the date of filing.

(d) A receiver, director, conservator or liquidator is appointed for any Party or all or a substantial part of its respective assets, or any Party shall have been adjudicated bankrupt, insolvent or in need of any relief provided to debtors by any court.

(e) Any Party shall have ceased its business or operations.

(f) Any Party shall have liquidated and or dissolved.

(g) LSU or OLAH is excluded from participating in Medicare or Medicaid.

(h) As determined by a court of competent jurisdiction pursuant to a final, binding, non-appealable judgment there is a change in (or a new interpretation of) the law, whether statutory, regulatory or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on the fundamental relationship of the Parties, and the Parties are unable to agree, following the process in Section 13.4, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection.

(i) Termination of the AAA.

(j) In the event LSU fails to provide at least the same level of physician staffing support to the Hospital as LSU provides as of the Effective Date, subject to a Cure Period of six (6) months or such longer period as the LSU and OLAH may reasonably agree is necessary to obtain additional physician staffing for the Hospital.

(k) A material breach of this Agreement by any Party hereto that is not cured pursuant to Section 13.4.

Section 13.3 Process for Addressing Potential Non-Terminating Breaches. This Agreement may only be terminated as set forth in Section 13.2. The remedies available to a Party if there is a Potential Non-Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Non-Terminating Breach shall provide the other Party written notice of such breach, which notice shall include a detailed description of the basis for such Breach and a description of what would be satisfactory to the non-Breaching Party to remedy such asserted breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach. If the Breaching Party takes the actions described in the notice as to what would satisfy the non-Breaching Party to cure the Breach, the Breach shall be deemed cured. However, such actions shall not be the sole means of curing such a Breach, and the Breaching Party shall be entitled to cure the Breach in any other way resulting in a cure of such Breach.

(b) Consultative Process. If such Potential Non-Terminating Breach is not cured within the Cure Period, the Parties shall engage in the Consultative Process for a period of fifteen (15) calendar days to attempt to resolve the Potential Non-Terminating Breach.

(c) Right to Legal Remedies for Potential Non-Terminating Breaches; No Termination Right. If such dispute involving a Potential Non-Terminating Breach is not resolved pursuant to the Consultative Process, the Party alleging a Non-Terminating Breach shall be entitled to such remedies as are available at law, including damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Hospital. Neither Party shall have the right to terminate this Agreement for a Non-Terminating Breach except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 13.4 Process for Addressing Potential Terminating Breaches. Unless OLAH elects to exercise its termination right under Section 13.6 or LSU exercises its rights under Section 13.7, the process the Parties shall follow if there is a Potential Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Terminating Breach shall provide the other Party written notice of such Breach, which notice shall include a detailed description of the basis for such Breach and the non-Breaching Party's requirements to remedy such asserted Breach. The Party asserted to have Breached the Agreement shall be entitled to a Cure Period to cure the asserted Breach.

(b) Consultative Process. If such Potential Terminating Breach is not cured within the Cure Period, the Parties shall for a period of fifteen (15) Business Days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If an alleged Potential Terminating Breach is not resolved in the Consultative Process, LSU's Vice President for Health Care and an executive officer of OLAH or an executive officer designated by OLAH of a OLAH

Affiliate, or his or her designee, shall discuss and negotiate in good faith for fifteen (15) calendar days to attempt to resolve the issue.

(d) Termination Right. If the dispute regarding the asserted Potential Terminating Breach is not resolved pursuant to the procedures in this Section set forth above, the non-breaching Party may declare its intent to terminate this Agreement by delivery of written notice of such intent to the other Party (the "Termination Notice"), and the Parties shall begin the Wind Down Period as provided in Section 13.10.

Section 13.5 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a Breach.

Section 13.6 OLAH's Right to Exercise Without Cause Termination or Withdrawal. OLAH may provide notice to LSU (a "Termination for Convenience Notice") at any time that it intends to cease to be a Party to this Agreement, which decision shall be in the sole discretion of OLAH and may be made with or without cause; provided that the decision to provide such notice must be approved by OLAH management and such management decision approved by the OLAH Board of Directors. Upon receipt of a Termination for Convenience Notice, LSU shall have forty-five (45) days to notify OLAH in writing (a "Withdrawal Notice") if it wants Franciscan Missionaries of Our Lady Health System, Inc. ("FMOLHS") to withdraw as a member of OLAH. If LSU wants FMOLHS to withdraw as a member of OLAH, the notice provided by LSU must state (i) the new name for OLAH, and (ii) who the successor member will be, if any, and who the members of the board of directors of OLAH will be immediately after

FMOLHS' withdrawal. Immediately prior to withdrawal, FMOLHS will remove the then existing OLAH directors and cause the directors designated by LSU to be appointed. If LSU fails or elects not to provide OLAH a Withdrawal Notice within the period set forth above, this Agreement will automatically terminate on the sixtieth (60th) day after LSU receives the Termination for Convenience Notice. If LSU delivers a proper and timely Withdrawal Notice to OLAH, then this CEA shall not terminate and FMOLHS will withdraw as a member of OLAH on the sixtieth (60th) day after LSU receives the Termination for Convenience Notice. If FMOLHS withdraws as a member of OLAH, the Parties shall take all steps reasonably necessary to amend OLAH's organizational documents to remove references to FMOLHS and to amend the name of OLAH to reflect the name chosen by LSU. If FMOLHS withdraws as a member, LSU and OLAH covenant neither shall use the name OLAH or any materials referencing OLAH and all signage and similar branding shall be removed as soon as possible, but in no event more than sixty (60) days after FMOLHS' withdrawal.

Section 13.7 Termination or Forced Withdrawal by LSU for Public Purpose Breach.

Notwithstanding anything in this Agreement to the contrary, if OLAH fails to perform its obligations set forth in Article III or takes any action or inaction contrary to or not substantially in accordance with industry standards (for hospitals of similar size and scope) applied to improving the balance of clinical care and improving LSU's education and training mission in light of best practices of academic medicine, and such has a material adverse impact on the Public Purpose of this CEA (a "Public Purpose Breach"), LSU may terminate this Agreement or compel FMOLHS to withdraw as a member of OLAH as follows:

(a) Notice and Cure Period. LSU shall provide OLAH written notice of such Public Purpose Breach, which notice shall include a detailed description of the basis for such

Breach and LSU's requirements to remedy such asserted Breach. The Party asserted to have breached this Agreement shall be entitled to a cure period not to exceed fifteen (15) calendar days to cure the asserted Breach.

(b) Consultative Process. If such Public Purpose Breach is not cured within the 15-day cure period, the Parties shall for a period of fifteen (15) calendar days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If the Public Purpose Breach is not resolved in the Consultative Process, LSU's Vice President for Health Care and OLAH's Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for fifteen (15) calendar days to attempt to resolve the issue.

(d) Termination Right. If the Public Purpose Breach is not cured or resolved pursuant to the procedures set forth above, LSU may declare its intent to terminate this Agreement by delivery of a written Termination Notice to OLAH, and this Agreement will terminate fifteen (15) days later, unless LSU elects to require FMOLHS withdraw as a member of OLAH, in which case LSU will deliver a Withdrawal Notice (as contemplated by Section 13.6) to OLAH within five (5) days of the expiration of the negotiation period set forth in subsection (c) above and FMOLHS will withdraw as a member of OLAH on the tenth (10th) day after LSU delivers the Withdrawal Notice. Such right of termination shall be in addition to any other remedies which LSU may have at law, including damages.

Section 13.8 Effects of Termination In General. The following shall apply upon termination of this Agreement, subject to and consistent with any applicable Wind Down Period provided for in Section 13.10:

(a) Each Party shall surrender possession, and deliver to another Party, all property belonging to the other Party, update and complete all files, records and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients.

(b) Each Party shall cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement.

(c) OLAH shall vacate facilities owned by LSU.

(d) The Hospital Lease and Hospital Sublease shall terminate.

(e) Ownership of the Hospital's Medicare Provider Number shall be assigned to LSU and LSU shall accept assignment of such Medicare Provider Number.

(f) The Parties shall take such other actions as may be necessary to assure an orderly transition of patient care and other Hospital operations.

Section 13.9 Effect of FMOLHS Withdrawal. If FMOLHS withdraws as a member of OLAH pursuant to Sections 13.6 or 13.7, the Parties shall execute any additional agreements necessary to accomplish the purpose of the withdrawal, and FMOLHS shall have no further obligations with respect to this Agreement, other than provisions that would survive and be applicable to FMOLHS if the Agreement terminated.

Section 13.10 Wind Down Period upon Termination. Except as provided in Sections 13.6 and 13.7, any early termination of this Agreement shall be subject to a period of six (6) months (the "Wind Down Period"), if applicable, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination under Section 13.2, any Party may give written notice to the other Parties of its intent to terminate this CEA.

The Wind Down Period shall begin two (2) days after the terminating Party or Parties give notice of intent to terminate (the “Wind Down Commencement Date”) and end on the six (6) month anniversary of the Wind Down Commencement Date. Subject to the ultimate authority of the OLAH management and Board of Directors, during the Wind Down Period, LSU, DOA, and OLAH will establish a committee consisting of at least six (6) people, consisting of two (2) people appointed by LSU, two (2) people appointed by OLAH, and two (2) people appointed by DOA, to coordinate and oversee the transition of Hospital operations. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period. Notwithstanding the foregoing, at any point during the Wind Down Period, OLAH may provide LSU a Termination for Convenience Notice pursuant to Section 13.6, in which case the provisions of Section 13.6 shall control.

**ARTICLE XIV.
DISPUTE RESOLUTION AND REMEDIES**

Section 14.1 Dispute Resolution. In the event of a controversy or claim, but not a potential breach, arising out of or relating to this Agreement, the Parties shall first employ the Consultative Process for a period of thirty (30) days to try to resolve the controversy or claim. If the controversy or claim is not resolved in the Consultative Process, the president or equivalent executive of each such Party, or his designee, shall discuss and negotiate in good faith for thirty (30) days to attempt to resolve the issue. If the controversy or claim is unresolved after these negotiations, the Parties shall then make good-faith efforts for sixty (60) days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by agreement of the Parties. If the parties are unable to agree on a mediator or the controversy or claim is unresolved after mediation, any Party may pursue its legal remedies. Each party is required to continue to

perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

Section 14.2 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XIII, and for no other reason. Subject to the foregoing, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. Any Party shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

**ARTICLE XV.
INSURANCE AND INDEMNIFICATION**

Section 15.1 Insurance. In addition to the policies of insurance required under the Lease, Sublease and any other documents required in connection herewith, including, without limitation, participation as a qualified health care provider in the Louisiana Patients' Compensation Fund, OLAH will maintain such other policies of insurance as are customary for a

company of similar size and scope of the operations of OLAH with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to OLAH. LSU hereby represents and warrants that all eligible licensed professionals whom it employs or with whom it contracts are qualified health care providers pursuant to the provisions of La. R.S. 40:1299.39 and to the extent covered thereby, employees and independent contractors of OLAH who are acting in a professional capacity in providing health care services on behalf of the State, and are acting within the course and scope of their engagement with LSU in providing such healthcare services pursuant to, and within the context of, this Agreement, will be provided professional liability insurance coverage by the State through the Office of Risk Management, and such persons shall be considered as named insureds.

Section 15.2 Indemnification.

(a) Survival. All representations, warranties, covenants and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the consummation of the Contemplated Transactions and the termination of this Agreement.

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 15.2.

(c) Scope and Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification or otherwise) and will indemnify OLAH for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation

expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages"), incurred by OLAH as a result of (A) a breach of any representation or warranty by LSU contained in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to or in connection with this Agreement, (B) the failure to perform any covenant or obligation under this Agreement, (C) the actions or failure to act by LSU employees or agents acting on behalf of LSU, (D) any Damages arising out of the ownership or operation of the Hospital or its assets prior to the Commencement Date, including, without limitation, any Damages resulting from a violation of any federal or state law or regulation, or as a result of a Medicare or Medicaid audit, (E) or on account of any of the liabilities, debts or obligations of LSU or the Hospital, (F) any liability under the WARN Act or any similar state or local legal requirement that may result from an "Employment Loss", as defined by 29 U.S.C. § 2101(a)(6), caused by any action of LSU, and (G) any employee plan established or maintained by LSU; provided however, that LSU's obligation under item (A) above shall only apply if, other than with respect to a breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, OLAH notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by OLAH. This Section shall survive the termination of this Agreement.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State, through DOA, will have liability (for

indemnification or otherwise) for and will indemnify OLAH for all Damages incurred by OLAH as a result of (A) a Breach of any representation or warranty by DOA, and (B) any Breach of any covenant or obligation of DOA in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by DOA pursuant to this Agreement; provided however, that DOA's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, OLAH notifies DOA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by OLAH.

(iii) [RESERVED]

(iv) OLAH will have liability (for indemnification or otherwise) and will indemnify LSU and DOA for all Damages incurred by LSU or DOA as a result of (A) a breach of any representation or warranty by OLAH, (B) the actions or failure to act by the employees of OLAH and employees of OLAH's Affiliates rendering services to or on behalf of OLAH, (C) any breach of any covenant or obligation of OLAH in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by OLAH pursuant to this Agreement, (D) any liability under the WARN Act or any similar state or local legal requirement that may result from an "Employment Loss", as defined by 29 U.S.C. § 2101(a)(6), caused by any action of OLAH, and (F) any employee plan established or maintained by OLAH; provided however, that OLAH's obligation under item (A) above shall only apply if, other than with respect to a breach

resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement date of this Agreement, LSU or DOA notifies OLAH of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU or DOA.

(d) Third-Party Claims.

(i) Promptly after receipt by a Person entitled to indemnity under this Agreement (an “Indemnified Person”) of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an “Indemnifying Person”) of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person’s failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (a) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (b) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of

such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's Consent unless (x) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (y) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (z) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party

Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its Consent (which may not be unreasonably withheld).

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (a) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (b) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (a) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (b) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(e) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

**ARTICLE XVI.
GENERAL PROVISIONS**

Section 16.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(h) “or” is used in the inclusive sense of “and/or”;

(i) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”;

(j) references to “day,” rather than the defined term “Business Day,” shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 16.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 16.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 16.4 Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 16.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the OLAH CEO with respect to the Confidential Information of OLAH. OLAH and LSU shall disclose the Confidential Information of the other party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or OLAH, as the case may be, of the obligations of this Article with respect to such information. LSU and OLAH shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 16.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article or the Confidentiality Agreement by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's

Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes “protected health information” as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the HITECH Act and the rules and regulations promulgated thereunder, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there

is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to OLAH shall remain in the possession, custody and control of OLAH, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU and OLAH consider records of OLAH to be proprietary of OLAH, and, to the extent that OLAH makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, *et seq.* (the “Public Records Act”) which may include documents marked as confidential and/or proprietary to OLAH, LSU will use its best efforts to give notice to OLAH, that LSU has received such a public records request prior to producing any documents considered to be proprietary to OLAH, and if such notice cannot be provided to OLAH before LSU is required to produce such documents, LSU shall provide notice to OLAH, as soon thereafter as possible. In the event that OLAH objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, OLAH will immediately so notify LSU in writing and take such action as OLAH deems necessary to protect the disclosure of such records. OLAH will defend, indemnify and hold harmless LSU and its employees, officers, attorneys and agents from and against any costs, expenses, liabilities, attorney’s fees, losses, damages, fines and/or penalties resulting from or relating to LSU’s failure to produce such documents in response to a public records request.

Section 16.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

Board of Supervisors of Louisiana State
University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips
LLP
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: Patrick D. Seiter, Esq.

If to DOA:

State of Louisiana, Division of
Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana, Division of
Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill,
Esq.

If to OLAH:

Our Lady of the Angels Hospital, Inc.
433 Plaza St.
Bogalusa, LA 70427
Attention: President and CEO

With a copy to:

Baker Donelson Bearman Caldwell
& Berkowitz, PC
Chase North Tower
450 Laurel Street, 20th Floor
Baton Rouge, LA 70801
Attention: Dickie Patterson, Esq.

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, when delivered;

- (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 16.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction shall be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 16.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in this Agreement, each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this

Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 16.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements, including the Original CEA, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter, provided, however, that provisions of the Original CEA that expressly survive its termination shall continue in effect in accordance with such terms. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, DOA, and OLAH.

Section 16.10 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim

under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 16.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 16.12 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Articles,” and “Sections” refer to the corresponding Articles and Sections of this Agreement.

Section 16.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 16.14 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 16.15 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 16.16 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 16.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or

records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 16.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 16.19 OLAH Not Intended to be Public Body. Nothing in this Agreement is intended, and it is not the intent of the Parties, DOA or the State, to cause or result in OLAH being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State, public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 16.20 [RESERVED].

Section 16.21 Discrimination Clause. OLAH agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and OLAH agrees to abide by the requirements of the Americans with Disabilities Act of 1990. OLAH agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Section 16.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonably request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

Section 16.23 Legislative Auditor. To the extent required by applicable law, the State and/or the Legislative Auditor shall have the option of auditing all accounts of OLAH which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

Section 16.24 Appropriation of Funds. All State, DOA, and LSU obligations under this Agreement, or any other agreement related to this CEA, to make payments of any kind in future years, shall be subject to appropriation; provided, however, and notwithstanding anything to the contrary contained herein or in other ancillary agreements, any and all obligations of DOA and/or LSU pursuant to the Hospital Lease and Hospital Sublease attached as Exhibit 5.1(a) and Exhibit 5.1(b), respectively, to refund prepaid rent shall be subject to, and contingent upon, appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated for refunding of such sums to OLAH (the “Appropriation”), and any such obligation by any obligor is limited only to the portion of said Appropriation which said obligor receives. In the event that OLAH is due a refund of prepaid rent pursuant to the provisions of the Hospital Lease or Hospital Sublease and this Section 16.24, the State, DOA and LSU agree to make good faith best efforts to seek specific appropriation for such refund by the Louisiana

Legislature, and DOA and/or LSU shall include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such refund of prepaid rent to OLAH pursuant to the Hospital Lease or Hospital Sublease, as applicable.

Section 16.25 Ethical and Religious Directives. The Parties hereby acknowledge and agree that OLAH is bound by the Ethical and Religious Directives for Catholic Health Care Services (“ERDs”), and OLAH shall at all times comply with such ERDs during the Term of this Agreement. Further, in no event shall OLAH’s compliance with the ERDs give rise to a Breach of this Agreement.

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

Witnesses:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE**, a public constitutional
corporation of the State of Louisiana

By: _____
Dr. F. King Alexander, President of
Louisiana State University System

Date: _____

Witnesses:

**STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION**

By: _____
Kristy Nichols, Commissioner

Date: _____

Witnesses:

**OUR LADY OF THE ANGELS
HOSPITAL, INC.**

By: _____
Robert Burgess
Its: President and CEO

Date: _____

EXHIBIT 1
DEFINITIONS

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Affiliate” means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. “Control” (including the term “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.

“Agreement” or “CEA” means this Cooperative Endeavor Agreement among the LSU, OLAH, the State and DOA.

“Benefit Plans” means any pension, retirement, savings, disability, medical, hospital, surgical, dental, optical or other health plan (including such benefits that are provided through insurance or a health maintenance organization), life insurance (including any individual life insurance policy as to which LSU makes premium payments whether or not LSU is the owner, beneficiary or both of such policy) or other death benefit plan (including accidental, death insurance), profit sharing, present or deferred compensation, employment consulting, termination of employment, change-in-control, retention stock option, bonus or other incentive plan, excess benefit plan vacation benefit plan, holiday, sick pay, severance plan, “golden parachute”, prepaid legal services, day care, employee assistance (referral) benefits, cafeteria plan, scholarship, or educational benefit, supplemental unemployment, expense reimbursement, medical service discount, any fringe benefits referenced in Section 132 of the Code or other employee benefit plan or arrangement (whether written or arising from custom) to which LSU is a party or by which LSU or any of the Hospitals (or any of its rights, properties or assets) is bound, or with respect to which LSU has made payments, contributions or commitments or may otherwise have any liability (including any such plan or arrangement formerly maintained by LSU), but in either case, which provide benefits to one or more employees, former employees or non-employees service providers of LSU, including without limit Employees, or any of their respective dependents or beneficiaries.

“Breach” means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

“Business Days” means Monday through Friday of each week, excluding legal holidays.

“CMS” means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.

“Code” means the Internal Revenue Code of 1986.

“Commencement Date” means March 17, 2014.

“Community Access Standards” has the meaning set forth in Section 3.4.

“Confidential Information” includes, to the extent allowed by law, any and all of the following information of any Party that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by any Party or its Representatives (collectively, a “Disclosing Party”) to the other party or its Representatives (collectively, a “Receiving Party”):

- (i) all information that is a trade secret under applicable trade secret or other law;
- (ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;
- (iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants’ materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party’s documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
- (iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

“Consultative Process” means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on breaches, disputes or issues of concern to or affecting the transactions contemplated by the Agreement. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party.

“Contemplated Transactions” has the meaning set forth in the recitals of this Agreement.

“Contract Monitor” shall mean the individual appointed by LSU to monitor the Parties’ compliance with the terms of this CEA as provided in Section 1.2.

“Core Services” has the meaning set forth in Section 3.4.

“Core Service Adjustment” has the meaning set forth in Section 3.4.

“Cure Period” means, unless otherwise stated in this CEA, a forty-five (45) day period of time during which a Party may attempt to cure an asserted Breach.

“Damages” shall have the meaning set forth in Section 15.2.

“Disclosing Party” has the meaning set forth in the definition of “Confidential Information.”

“DOA” means the State of Louisiana through the Louisiana Division of Administration.

“Effective Date” means the date that this Cooperative Endeavor Agreement becomes effective and enforceable.

“Equipment Lease” has the meaning set forth in the preface of this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Excluded Provider” means an individual or entity who or that is excluded from participating in any state or federal health care program pursuant to 42 U.S.C. § 1320a-7.

“FMOLHS” means Franciscan Missionaries of Our Lady Health System, Inc.

“Force Majeure” shall mean any (i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.

“GME” means graduate medical education.

“Governmental Authorization” means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“Governmental Agencies” means any United States or Louisiana agency or instrumentality.

“Governmental Body” or “Governmental Bodies” means any:

- (i) nation, state, county, city, town, borough, village, district or other jurisdiction;
- (ii) federal, state, local, municipal, foreign or other government;
- (iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
- (iv) multinational organization or body;

(v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or

(vi) official of any of the foregoing.

“Health Care Laws” means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation (i) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “Federal Anti-Kickback Statute”; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Law”; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act”; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the “Emergency Medical Treatment and Active Labor Act” (EMTALA).

“HIPAA” means the Health Information Protection and Portability Act of 1996, as amended.

“HITECH Act” means the Health Information and Technology for Economic and Clinic Health Act, as amended.

“Hospital” means the patient care and business operations of Washington St. Tammany Medical Center, d/b/a Bogalusa Medical Center, having a Medicare Provider Number 19-0001.

“Indemnified Person” shall mean the Person entitled to indemnity under this Agreement.

“Indemnifying Person” means the Person obligated to indemnify another Party under this Agreement.

“Facility” means the current facilities located in Bogalusa, Louisiana in which the Hospital and its clinics are operating.

“IRC” means the Internal Revenue Code.

“Joint Commission” or “JC” means The Joint Commission responsible for accreditation of hospitals and other health care organizations.

“Key Service Baseline” has the meaning set forth in Section 3.5.

“Key Service Line” has the meaning set forth in Section 3.5.

“Key Service Line Adjustment” has the meaning set forth in Section 3.5.

“Knowledge” means an individual will be deemed to have Knowledge of a particular fact or other matter if:

(vii) that individual is actually aware of that fact or matter; or

(ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

“Layoff Plan” means the layoff plan filed by LSU with the Louisiana Civil Services Commission regarding the layoff of LSU Personnel.

“Leased Assets” has the meaning set forth in Section 5.1.

“Leased Facilities” has the meaning set forth in the recitals.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.

“Legislature” means the Senate and House of the Louisiana Legislature.

“Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“LSU” or “LSU Board of Supervisors” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“LSU Core Service Request” has the meaning set forth in Section 3.4.

“LSU Key Service Line Request” has the meaning set forth in Section 3.5.

“LSU GME Program” means LSU’s Graduate Medical Education programs that will be operated at the Hospital.

“LSU Personnel” means the Hospital employees to be laid off as LSU employees as of the Commencement Date, subject to the approval of the Louisiana Civil Service Commission.

“Master Agreement” has the meaning set forth in Section 5.1.

“Master Collaborative Agreement” or “MCA” means the agreement between LSU and OLAH, addressing matters related to the Contemplated Transaction and involving ancillary agreements pertaining to same.

“Material Adverse Effect” means any action or inaction that, in the context of this Agreement as a whole, would prevent or significantly impair a Party’s ability to meet its own obligations in this Agreement.

“Medically Indigent” means any person whose income is below two hundred percent of the federal poverty level and who is uninsured unless otherwise defined by Louisiana law.

“OLAH” means Our Lady of the Angels Hospital, Inc.

“OLAH Core Service Adjustment Notice” has the meaning set forth in Section 3.4.

“OLAH Key Service Line Adjustment Notice” has the meaning set forth in Section 3.5.

“Office of Risk Management” means the Office of Risk Management within the DOA.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

“Owned Facilities” has the meaning set forth in the Recitals.

“Party” or “Parties” means LSU, OLAH, the State and DOA.

“Permitted Joint Venture” has the meaning set forth in Section 13.2.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

“Potential Terminating Breaches” means those asserted Breaches that may result in termination of the CEA if not cured pursuant to the process provided in Article XIII.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“Provider Numbers” shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.

“Public Purpose” means the creation of an integrated health care delivery system in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State and its citizens: (i)

as a site for GME, capable of competing in the health care marketplace, with the goal of enriching the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations; and (iii) by focusing on and supporting high quality medical education training.

“Public Purpose Breach” has the meaning set forth in Section 13.7.

“Receiving Party” has the meaning set forth in the definition of “Confidential Information.”

“Safety Net Services” means health care services which are important to the health of the citizens of the State, and to which they may not otherwise have access, whether such lack of access is due to the financial resources available to the patient, lack of availability of the service through alternative providers in the community, or other reason.

“State” means the State of Louisiana.

“Termination Notice” means written notice by a non-breaching Party to the other Parties of the non-breaching Party's intent to terminate this CEA.

“Termination for Convenience Notice” has the meaning set forth in Section 13.6.

“Third Party Claim” means any claim against any Indemnified Person by a third party, whether or not involving a Proceeding.

“Third Party Consents” means those consents or approvals needed from third parties as set forth on Schedule 12.1.

“Wind Down Commencement Date” means Wind Down Commencement Date on which the Wind Down Period commences. This date shall be the date on which a written notice to terminate this Agreement is received by the non-terminating Party, provided however, that the applicable Cure Period, Consultative Process and executive level discussions have ended without resolution.

“Wind Down Period” means the 180-day period of time as set forth in Section 13.10.

“Withdrawal Notice” has the meaning set forth in Section 13.6.

**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

BY AND AMONG

BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA;

BRF HOSPITAL HOLDINGS, L.L.C.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE;**

AND

THE STATE OF LOUISIANA THROUGH THE DIVISION OF ADMINISTRATION

EFFECTIVE SEPTEMBER 30, 2013

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**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into effective the 30th day of September, 2013 (“Effective Date”), by and among the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a public constitutional corporation of the State of Louisiana, **BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**, a Louisiana nonprofit corporation (“BRF”), **BRF HOSPITAL HOLDINGS, L.L.C.** a Louisiana limited liability company (“BRFHH”), and the **STATE OF LOUISIANA**, through the Division of Administration (the “State”). (LSU, BRF, BRFHH and the State are sometimes individually referred to herein as “Party,” and collectively referred to as the “Parties”). Capitalized terms used but not otherwise defined in the Agreement shall have the meanings set forth on Exhibit 1.

RECITALS

WHEREAS, BRF is a nonprofit Louisiana corporation organized and existing under the laws of the State of Louisiana pursuant to LA R.S. 12:201, et seq.;

WHEREAS, BRFHH is a Louisiana limited liability company organized and existing under the laws of the State of Louisiana pursuant to LA R.S. 12:1301, et seq., having BRF as its sole member and as a result thereof being considered a disregarded entity for federal tax purposes;

WHEREAS, LSU is a public corporation created by La. Const. Art. VIII, Section 7, with duties and powers authorized by the laws of the State of Louisiana, and LSU’s medical schools and hospitals are under LSU’s supervision and management pursuant to La. Const. Art. VIII, Section 7 and La. R.S. 17:3215;

WHEREAS, LSU, through the Louisiana State University Health Science Center at Shreveport (“LSUHSC-S”), a division under LSU’s supervision and management, is committed to educating medical and clinical professionals in Louisiana through accredited residency, fellowship and other graduate medical educational programs and undergraduate medical and allied health programs;

WHEREAS, LSUHSC-S operates the hospital facilities and associated outpatient clinics known as LSU Medical Center–Shreveport in Shreveport, Louisiana (“Shreveport Hospital”) and E.A. Conway Medical Center in Monroe, Louisiana (“E.A. Conway” and together with Shreveport Hospital, referred to herein as the “Hospitals”);

WHEREAS, the Louisiana Division of Administration (“DOA”) is an agency existing within the Office of the Governor, within the executive branch of the State, with duties and powers established by law;

WHEREAS, the Louisiana Department of Health and Hospitals (“DHH”) is a department of the executive branch of the State with powers and duties established by law;

WHEREAS, LSU is obligated by Louisiana law pursuant to La. R.S. 17:1517 and La. R.S. 17:1518 to provide medical and surgical treatment for the Medically Indigent residents of Louisiana at the Shreveport Hospital and E.A. Conway;

WHEREAS, LSU, BRF, BRFHH and the State, recognize the need to work collaboratively and exercise their best efforts to secure funding from the State for the cost of services to uninsured patients at the Hospitals and to develop and maintain nationally recognized GME Programs with appropriate facilities, structure and funding (the “Collaborative”);

WHEREAS, the State’s purpose for this initiative, which is recognized by BRF, BRFHH and LSU, is to provide Medicaid recipients with integrated, coordinated care; management of chronic disease; improvement in access to preventive and diagnostic services for children and adults; and improved recipient satisfaction with access to care and the care experience and to provide the State with improved budget predictability;

WHEREAS, each Party has agreed to participate in and contribute to the Collaborative, and each Party will contribute significant financial and operational resources to the Collaborative to assure its success and achieve the purposes described in this Agreement;

WHEREAS, LSU has authority to grant a lease on the portion or portions of the grounds or campus of any college or university or of other immovable property under its supervision and management, for a term not to exceed ninety-nine years for each lease pursuant to LA R.S. 17:3361;

WHEREAS, the Louisiana Constitution in Article VII, Section 14(C) permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation or individual;

WHEREAS, the Parties previously entered into the Original CEA, pursuant to which various commitments and obligations were agreed to by the Parties;

WHEREAS, DHH did not receive approval from CMS in connection with the funding provisions contemplated by the Original CEA; and

WHEREAS, this Agreement shall supersede in totality the Original CEA entered into by and among the Parties and DHH as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, LSU, BRF, BRFHH and the State hereby agree as follows:

ARTICLE I
STATEMENT OF PUBLIC PURPOSE

Section 1.1. Public Purpose of Cooperative Endeavor. In accordance with Article VII, Section 14(c) of the Louisiana Constitution, the Parties enter into this Agreement for the public purpose of maintaining an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in a manner consistent with a sustainable business model and adequate funding levels, to serve the State and its citizens: (a) as a premier site for graduate medical education, capable of competing in the health care marketplace, comparable among its peers, with the goal of attracting the best faculty, residents and students, to enrich the State’s health care workforce and their training experience; (b) in fulfilling the State’s historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations; and (c) by focusing on and supporting the Key Service Lines, as defined and agreed by the Parties, necessary to assure high quality GME Programs and access to Safety Net Services.

Section 1.2. Contract Monitor. LSU shall appoint a contract monitor (the “Contract Monitor”) whose role shall be to monitor the Parties’ compliance with the terms of this Agreement. The Contract Monitor shall be an employee of LSU or a successor or related institution under the supervision of the LSU Board of Supervisors. The Contract Monitor’s responsibilities with respect to this Agreement shall be to perform all public accountability and reporting functions in accordance with Legal Requirements. LSU may assign such other duties and responsibilities to the Contract Monitor as it may determine in its discretion.

ARTICLE II LEASE OF FACILITIES AND EQUIPMENT AND ASSET TRANSFER

Section 2.1. BRFHH Lease of the Hospitals’ Operations and Facilities. Contemporaneous with, and subject to the terms and conditions of this Agreement, LSU, the State and BRFHH shall enter into, the Master Hospital Lease Agreement in the form attached as Exhibit 2.1 (“Master Hospital Lease”). Under the Master Hospital Lease, LSU agrees to take all the necessary actions required to transfer operations of the Hospitals as going concerns and possession of the Hospitals’ Facilities to BRFHH. The Master Hospital Lease shall include all property set forth in the Master Hospital Lease (the “Leased Premises”), but shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances (“Liens”), except as may be further described in the Master Hospital Lease. The rental payments to be paid by BRFHH for lease of the operations of the Hospitals as going concerns and the Hospital Facilities (“Rent”) as set forth in the Master Hospital Lease will represent the fair market value of the Hospitals as going concerns, including the fair market value of the Hospital Facilities and the fair market value of the Transferred Assets.

Section 2.2. BRFHH Lease of Certain Equipment. Contemporaneous with and subject to the terms and conditions of this Agreement, LSU and BRFHH will enter into an Equipment Lease Agreement in the form attached as Exhibit 2.2 (the “Equipment Lease”), which will govern the lease of certain equipment necessary for BRFHH’s operation of the Hospitals. The rental payments paid by BRFHH for the Hospital Equipment will represent fair market value, as set forth in the Equipment Lease.

Section 2.3. Asset Transfer. Upon the terms and subject to the conditions set forth in this Agreement, the Master Lease Agreement, and the Equipment Lease including but not limited to Section 13.3(b) following a Terminating Event, LSU will, effective as of the Commencement Date, deliver to BRFHH, the following assets and properties of LSU and the following assets and properties used or held for use in connection with the operation of the Hospitals, as the same exist on the Commencement Date (the “Transferred Assets”):

(a) Consumables and Inventory. All usable inventories of: (a) supplies, drugs, food, and other disposables; and (b) tangible assets valued at less than One Thousand and No/100 Dollars (\$1,000) and that are untagged and untracked by LSU and DOA, and are necessary for the operation of the Hospitals and that are on hand at the Hospitals as of the Commencement Date.

(b) Personal Property Leases. To the extent permitted by law and the terms of the underlying lease, the leases of tangible personal (corporeal movable) property used in connection with the operation of the Hospitals that are identified in Schedule 2.3(b) (to be attached on or before the Commencement Date) as to which LSUHSC-S is the lessee or sub-lessee (collectively, the “Personal Property Leases”) shall be assigned to BRFHH.

(c) Assumed Agreements. To the extent assignable, all rights and interests of LSU or LSUHSC-S in the contracts, commitments, leases and agreements described in Schedule 2.3(c) (to be attached on or before to the Commencement Date) as to which LSU or LSUHSC-S is a party and that are utilized in the conduct of the Hospitals' operations.

(d) Permits. To the extent assignable, all Permits utilized in the operation of the Hospitals (including applications therefor) described in Schedule 2.3(d) (to be attached on or before to the Commencement Date).

(e) Books and Records. All Books and Records used or held for use in the operation of the Hospitals or otherwise relating to the Transferred Assets, other than the minute book or related corporate documents and corporate seal, if any, of LSUHSC-S (the "Books and Records").

(f) Claims. To the extent permitted by law, all rights of LSUHSC-S under any claims, warranties, guaranties, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature relating to the Transferred Assets.

(g) Intellectual Property. To the extent permitted by law and necessary for the ordinary operations of the Hospitals, all intellectual property (including any trademarks or copyrights) of LSU used in connection with the operation of the Hospitals which intellectual property will be transferred via license to BRFHH on terms comparable and consistent with the terms of this Agreement.

Section 2.4. Retained Liabilities. LSU will retain all liabilities arising in connection with the operation of the Hospitals prior to the Commencement Date, including, but not limited to, (a) all of the LSUHSC-S pension obligations, (b) any and all civil servant termination pay, unemployment obligations and other post-employment benefit obligations to civil servants; (c) all liabilities and obligations to any third party payors, including any governmental payors, arising in connection with the operation of the Hospitals prior to the Commencement Date; (d) all liabilities and obligations arising from the closing cost report to be prepared as a result of a change of ownership; and (e) all liabilities for professional liability (malpractice) claims arising in connection with the operation of the Hospitals prior to the Commencement Date (collectively the "Retained Liabilities").

ARTICLE III RESERVED

ARTICLE IV CLINICAL SERVICES

Section 4.1. Teaching Services; Patient Admission.

(a) Admissions to Teaching Service. LSU will provide attending and supervising physicians to patients admitted to services utilizing Residents and Fellows, subject to the capacity of the Resident teams. The LSUHSC-S Teaching Service, subject to its capacity requirements, agrees to meet its legal obligation to provide certain necessary patient care services to uninsured and underinsured patients. Capacity of an LSUHSC-S Teaching Service will be limited by the applicable ACGME standards for Resident-to-patient ratios for the particular LSUHSC-S Teaching Service. The number of Residents available to provide inpatient services through the LSUHSC-S Teaching Services at BRFHH will be determined by the MAA, provided that such number will not be lower than the number of Residents available to provide inpatient services at the Hospitals on the Effective Date unless otherwise agreed by LSU and BRFHH. In addition to

considerations to ensure the LSUHSC-S Teaching Services not exceed the maximum regulatory standards for Resident-to-patient ratios, patient admissions to the LSUHSC-S Teaching Services must also reflect the need for adequate patient volumes to meet the minimum ACGME or regulatory standards for Resident-to-patient ratios. Therefore, a sufficient volume of admissions must be maintained to at least the levels adequate to support the current GME programs provided at the Hospitals prior to the Effective Date.

(b) Physician Coverage. The Parties will use good faith efforts to develop mutually acceptable arrangements to provide for physician coverage for uninsured or underinsured patients who are not admitted to the LSU Teaching Service; provided, however, that priority access to beds is based on acute patient needs and secondarily shall give preference to faculty physicians for patient admissions. Any such arrangements must comply with all applicable Legal Requirements and Health Care Laws.

Section 4.2. BRFHH Uncompensated and Charity Care Obligations. Recognizing: (a) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, as defined by Louisiana law; and (b) LSU's mission of providing access to high quality medical care for all patients, the Medically Indigent and uninsured populations, within available financing and approved budgets, and (c) the need to support the AMC's education and training mission, BRFHH agrees, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, to provide free or reduced cost health care to Medically Indigent and uninsured patients of the Hospital in accordance with a charity care policy that is consistent in all material respects with LSU's current policy for determining eligibility for free or reduced cost health care services at the Hospitals, which may be amended from time-to-time by LSU or BRFHH with proper notice to LSU in a manner consistent with the Public Purpose.

Section 4.3. Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, and the AMC's capability and capacity to provide specialized physician and hospital care not always readily available to these patients in the private sector, BRFHH will work in good faith to make available the Key Services Lines as described in this Article IV to high-risk Medicaid patients in accordance with the terms of this Agreement, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH.

Section 4.4. Mental Health. LSU and BRFHH will work cooperatively with the Northeast Louisiana Service Office and the Northwest Louisiana Service Office and DHH Office of Mental Health to address the ongoing provision of mental health services in the Service Area.

Section 4.5. Inmate Care. Subject to an agreement with the Department of Corrections pursuant to which BRFHH will receive reasonable reimbursement from the Louisiana Department of Corrections, BRFHH, with the support of LSU, will provide medically necessary health care to inmates. In the event BRFHH does not receive reasonable reimbursement from the Louisiana Department of Corrections, it may suspend the provision of health care services to inmates, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable reimbursement is provided to BRFHH by the Louisiana Department of Corrections for such medically necessary services. Suspension of care to inmates due to lack of reasonable reimbursement from the Louisiana Department of Corrections for such services shall not constitute a violation of this Agreement. Subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, BRFHH will make commercially reasonable efforts to assure telemedicine capability is available to LSU in accordance with Section 4.8 for use in providing cost-effective, medically necessary health care to State inmates.

Section 4.6. Core Services. Core Services are those services currently being provided to the North Louisiana Region through the Hospitals and identified as Core Services in the MAA (collectively, the “Core Services”). The Parties acknowledge and agree that BRFHH shall continue to provide the Core Services through the Hospitals or other facilities in the community on and after the Commencement Date at reasonably comparable levels, taking into account normal hospital operations and capacity fluctuation, subject to the terms and conditions of the MAA and the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH. BRFHH may limit or reduce (but shall not discontinue) the provision of one or more Core Services outside the scope of normal hospital operations and capacity fluctuations (hereinafter referred to as a “Core Service Adjustment”) if it reasonably determines that the continued provision of such services at such levels will materially and adversely impact BRFHH or its subsidiaries or affiliates and that the limitation or reduction will not materially and adversely impact the Public Purpose per Article I of this Agreement in light of community need, patient access, cost and available resources (hereinafter collectively referred to as the “Community Access Standards”). In the event BRFHH makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of BRFHH’s basis for the same (a “BRFHH Core Service Adjustment Notice”). LSU may, within ten (10) days of a BRFHH Core Service Adjustment Notice, request to meet with BRFHH regarding BRFHH’s determination to make a Core Service Adjustment (a “LSU Core Service Request”). In the event LSU provides BRFHH with an LSU Core Service Request, LSU and BRFHH shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by BRFHH as described in the BRFHH Core Service Adjustment Notice. In the event that LSU and BRFHH are not able to resolve the issues described in the BRFHH Core Service Adjustment Notice within such thirty (30) day period, BRFHH by affirmative vote of its Board of Managers, taking into account the Community Access Standards, may commence to limit or reduce the Core Service(s) consistent with the BRFHH Core Service Adjustment Notice. Any limitation or reduction of the Core Services implemented in good faith by BRFHH in accordance with this Section 4.6, giving reasonable consideration to the Community Access Standards, shall not be deemed materially inconsistent with the Public Purpose as provided in Section 13.4.

Section 4.7. Key Service Lines. Key Service Lines are those services that are critical not only to comprehensive patient care, but also to the mission of providing robust medical education and clinical research experiences. The Parties acknowledge and agree that the clinical service lines identified in the MAA (collectively, the “Key Service Lines”) constitute Key Service Lines. LSU and BRFHH agree that, subject to the terms and conditions of the MAA and the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, the Hospitals will offer a baseline of services in the Key Service Lines at least at the level provided at the Hospitals on the Commencement Date as agreed upon by BRFHH and LSU (the “Key Service Baseline”), and will work collaboratively with LSU to grow the Key Service Lines above the Key Service Baseline with a financially sustainable payer mix sufficient to support such growth. BRFHH may in its sole discretion, limit or reduce the provision of one or more Key Service Lines if its Board of Managers determines in its sole discretion that the continued provision of such services will materially and adversely impact BRFHH or its subsidiaries or Affiliates (hereinafter referred to as a “Key Service Line Adjustment”), provided, however, that BRFHH shall not reduce any Key Service Line below the minimum requirement necessary to maintain a GME Program that is based on such Key Service Line. In the event BRFHH makes a determination that the continued provision of such services will materially and adversely impact BRFHH or its subsidiaries or Affiliates, it will provide advance written notice to LSU of its intention to make a Key Service Line Adjustment, which shall include a description of BRFHH’s basis for the same (a “BRFHH Key Service Line Adjustment Notice”). LSU may, within ten (10) days of a BRFHH Key Service Line Adjustment Notice, request to meet with BRFHH regarding

BRFHH's determination to make a Key Service Line Adjustment (a "LSU Key Service Line Request"). In the event LSU provides BRFHH with an LSU Key Service Line Request, LSU and BRFHH shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by BRFHH as described in the BRFHH Key Service Line Adjustment Notice. In the event that LSU and BRFHH are not able to resolve the issues described in the BRFHH Key Service Line Adjustment Notice within such thirty (30) day period, BRFHH may commence to limit or reduce the Key Service Line(s) consistent with the BRFHH Key Service Line Adjustment Notice. Any limitation or reduction of the Key Service Lines implemented in good faith by BRFHH in accordance with this Section 4.7 shall not be deemed materially inconsistent with the Public Purpose as provided in Section 13.4.

Section 4.8. Telemedicine LSU and BRFHH will make commercially reasonable effort to provide the physician support and BRFHH will provide the infrastructure support, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, necessary to build and maintain the Hospitals' telemedicine program. LSU and BRFHH will make commercially reasonable efforts to collaborate to grow the Hospitals' telemedicine program, provided that a sustainable business model can be created and consistent with available financial resources, to serve patients in remote locations and fulfill the Hospitals' role as a regional referral center within the AMC.

Section 4.9. Closure; Reduction of Services. BRFHH will not close the Hospitals or the Hospitals' emergency rooms or reduce services except in compliance with any applicable Legal Requirements.

Section 4.10. Training Affiliations. BRFHH and LSUHSC-S agree to work cooperatively to keep in place and expand the affiliations the Hospitals currently have with the many colleges, universities and technical schools providing training of allied healthcare professionals.

ARTICLE V CAPITAL COMMITMENTS

In addition to any rights and obligations contained in this Agreement, the rights and obligations of the Parties regarding the leased facilities and equipment shall be subject to the terms and conditions of the Master Hospital Lease and the Equipment Lease. The Parties commit to approaching facility improvement and development at Shreveport Hospital in general accord with the Master Facilities Plan effective April 2013, as amended from time to time, to be attached on or before the Commencement Date as Schedule 5(a), or as otherwise recommended by BRFHH. BRFHH shall be responsible for procuring all necessary governmental permits and approvals necessary to construct or renovate the Hospitals, including approvals of the Office of Facilities Planning & Control in the DOA. The DOA commits to fund and complete any projects at the Hospitals as identified in Schedule 5(b) and approved prior to the Commencement Date under the State Capital Outlay program, subject to approval by the State Bond Commission.

ARTICLE VI PERSONNEL

Section 6.1. Compensation and Benefits. LSU will be solely responsible for all compensation, benefits and other consideration to be paid to or received by the LSU Personnel. BRFHH's obligations to reimburse LSU for such costs shall be set forth in the MAA or other professional services agreements.

Section 6.2. Employee Matters

(a) Termination of Employment by LSU. LSU will timely file a layoff plan (the “Layoff Plan”) with the Louisiana Civil Service Commission that will provide for the layoff or transition of certain Hospital employees, subject to the approval of the Louisiana Civil Service Commission, as of 11:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. LSU Hospital employees may apply to BRFHH for employment and BRFHH may offer employment to such LSU Personnel as BRFHH, in its discretion, deems necessary for the operation of the Hospitals. At any time prior to the Commencement Date, BRFHH may communicate with any of the Hospital employees to the extent necessary to allow such LSU employees to apply for employment, to offer employment and to otherwise reasonably permit BRFHH to satisfy its obligations under this Section 6.2(b).

(c) BRFHH Terms and Conditions of Employment. All LSU Hospital employees offered employment by BRFHH shall be hired on an at-will basis for job classifications and job descriptions established by BRFHH, and shall be employed subject to terms and conditions established by BRFHH.

(d) Employee Assistance. BRFHH shall establish a website or other mechanism through which LSU Hospital employees may apply for positions at BRFHH. In addition, LSU shall arrange for the Louisiana Workforce Commission (“LWC”) to host a job fair at the Hospitals. BRFHH, as well as other public and private sector employers, shall conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include: (i) the LACHIP program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Hospital employees with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits.

(e) LSU Wages, Other Compensation and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present and future employees of LSU, including but not limited to the Hospitals employees, for wages and other compensation, under any LSU Benefit Plans and under applicable Laws. Without limiting the generality of the foregoing, BRFHH shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Hospital employees including any past, present and future employees of LSU.

(f) Employee Information. Subject to applicable legal restrictions, BRFHH and LSU shall provide each other, in a timely manner, with any information which the other may reasonably request with respect to: (i) any LSU Personnel or, after the Commencement Date, any Person employed by BRFHH who formerly was an employee of LSU; (ii) his or her employment with and compensation from LSU or BRFHH; or (iii) rights or benefits under any employee plan or any personnel policy of LSU.

**ARTICLE VII
MASTER COLLABORATIVE AGREEMENT**

Subsequent to the Effective Date and consistent with the terms of this Agreement, but prior to or contemporaneously with the Commencement Date, LSU, BRFHH and BRF will enter into a Master Collaborative Agreement (the "MCA") to address key operational issues related to the transition of the Hospitals from LSU to BRFHH in accordance with this Agreement. The MCA shall address, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. BRFHH shall accept: (i) the Shreveport Hospital's Medicare Provider Agreements and corresponding provider numbers 19-0098 and 19-S098; (ii) the Shreveport Hospital's Medicaid Provider Agreements and corresponding provider numbers 1737712 and 1705675; (iii) E.A. Conway's Medicare Provider Agreements and corresponding provider numbers 19-0011 and 19-S011; and (iv) E.A. Conway's Medicaid Provider Agreements and corresponding provider numbers 1720372 and 1705128 (the foregoing collectively the "Provider Agreements");

(b) Professional Services. BRFHH shall contract with LSU and/or an LSUHSC-S Faculty Practice Organization to obtain the services of LSU physicians and related services necessary to provide patient care in the Hospitals and their provider-based outpatient clinics;

(c) Accountable Care Services. BRFHH shall have the option to contract with LSU for data warehouse, disease management and related health care effectiveness services designed to improve quality and patient outcomes, and reduce to cost of health care services, particularly among the uninsured and high risk Medicaid populations;

(d) Medical Staff. In accordance with policies and procedures to be determined by the BRFHH Board of Managers, the Hospitals' current medical staffs will be credentialed and/or recredentialed by BRFHH's governing body upon transition of the Hospitals to BRFHH;

(e) Medical Records. The Parties will arrange for BRFHH to become the custodian of the Hospitals' patient records for the period prior to the Commencement Date and maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements;

(f) Transition Support Services. BRFHH shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

**ARTICLE VIII.
REPRESENTATIONS AND WARRANTIES OF LSU**

LSU and LSUHSC-S represent and warrant that, as of the Effective Date:

Section 8.1. Organization; Standing. The Board of Supervisors for LSU is a public corporation organized under the constitution and laws of the State of Louisiana. LSU is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all of its obligations under this Agreement.

Section 8.2. Enforceability; Authority; No Conflict. Subject to the approvals set forth on Schedule 8.2:

(a) This Agreement and any and all agreements, documents and instruments to which LSU is a party and which are executed and delivered by LSU pursuant to this Agreement constitute the legal, valid and binding obligations of LSU, enforceable against LSU in accordance with its terms. LSU has the power and authority to execute and deliver this Agreement and such other agreements, documents and instruments to which it is a party and such actions have been duly authorized by all necessary action by LSU's Board of Supervisors. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 8.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly, with or without notice or lapse of time:

(i) Breach any resolution adopted by the LSU Board of Supervisors;

(ii) Cause BRFH or BRF to become subject to, or to become liable for the payment of, any Liability of LSU; or

(iii) Result in the LSUHSC-S GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in: (1) the LSUHSC-S GME Programs ceasing to be accredited by ACGME; (2) the LSUHSC-S GME Programs ceasing to be funded by the State; or (3) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSUHSC-S GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement, document or instrument to which it is a party and which is executed and delivered in connection with this Agreement or otherwise materially and adversely affect the Hospitals or the LSUHSC-S GME Programs without the prior written consent of an authorized representative of BRFH.

Section 8.3. Employee Benefits. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, BRFH incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plans, to the extent such plans are established and administered by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 8.4. Compliance with Laws. To LSU's Knowledge, LSU Personnel have operated the Hospitals and the LSUHSC-S GME Programs in material compliance with all applicable Legal Requirements, including applicable Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital and LSUHSC-S GME Programs: (i) neither LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law; and (ii) no Governmental Body or third party payer has formally alleged in writing, and LSU has not received any written or other notice of, any violation of any Health Care Law within the last five (5)

years. Without limiting the generality of the foregoing:

(a) Permits, Licenses and Accreditation. The Hospitals have all permits and licenses and other governmental authorizations required by all Legal Requirements and are not in violation of any of said permitting or licensing requirements. The Hospitals are owned and duly licensed by the State and operated by LSU as general acute care hospitals. LSU has all permits and licenses necessary for the proper operation of the Hospitals and LSUHSC-S GME Programs, including valid Medicare provider numbers. The LSUHSC-S GME Programs are accredited by ACGME and, to LSU's Knowledge, are in compliance in all material respects with the ACGME requirements necessary for accredited GME Programs.

(b) Medicare/Medicaid Participation. The Hospitals and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program, or the obligation to make any repayment with respect to any federal health care program. None of the LSU Personnel is an Excluded Provider.

(c) Fraud and Abuse. Neither the Hospitals nor, to LSU's Knowledge, LSU Personnel have engaged in any activities that are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration: (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid; or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospitals.

Section 8.5. Legal Proceedings; Orders. There is no pending Proceeding that challenges, any of the Contemplated Transactions. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 8.6. Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of: (a) the last three (3) years; or (b) the period during which such LSU Personnel has been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are qualified "state health care providers" as defined in LA R.S. 40:1299.39, *et seq.*, and are thus named insureds covered under the State's professional liability insurance administered through the Office of Risk Management. To the best of LSU's knowledge, none

of the LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Party and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 8.7. Taxes

(a) Examinations. With respect to the Hospitals, LSU has, to its Knowledge filed, all federal, state, county and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school and, personal property tax returns, required to be filed and, such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county or local taxing authority outstanding against the assets, properties or businesses of LSU as they relate to the Hospitals. Other than regular property assessments, there is no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to the Hospitals, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) Federal Tax Exemption. Except as set forth in Schedule 8.7(b), each Hospital is exempt from Federal income tax and each Hospital is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the Code. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of the Hospital.

Section 8.8. Contracts and Other Commitments

(a) Material Agreements. As of the Effective Date, LSU has provided or it will promptly thereafter provide to BRFHH copies of all material written agreements and all material oral understandings including, but not limited to, all material provider contracts, material management agreements, material leases and material services contracts to which the Hospitals will be subject on the Commencement Date (collectively, the "Material Contracts"). For the purposes of this Section 8.8, the term "material" shall mean any agreement or understanding having an aggregate value of at least Fifty Thousand Dollars (\$50,000), and each such agreement or obligation is listed in Schedule 8.8(a).

(b) List of Health Care and Other Agreements. Schedule 8.8(b) lists the following contracts, agreements and understandings, whether or not the same have been reduced to writing and whether or not the same constitute a Material Contract: (i) all agreements with health care providers from which the Hospitals receive referrals of patients; (ii) all agreements involving or affecting the Hospitals that are not terminable by LSU upon twelve (12) months or less notice; and (iii) all joint venture, partnership, residency training agreement or affiliation agreements involving or affecting the Hospitals.

(c) Enforceability of Material Contracts. To LSU's Knowledge, each Material Contract is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and except for limitations upon the availability of equitable remedies, including specific performance.

Section 8.9. Reimbursement Contracts. Neither DHH nor CMS, during the past five (5) years, has refused to enter into or has terminated any participation agreement pursuant to which the Hospitals were entitled to reimbursement for services or facilities provided to patients. LSU is a party to contracts with Medicare and Medicaid with respect to payment for services to beneficiaries and is eligible to participate therein, which contracts and certification are currently in full force and effect, and, to LSU's Knowledge, no event has occurred which, with or without the giving of notice or passage of time or both, would constitute a material default thereunder. Cost Reports.

(a) Cost Reports; Copies; Filing; Disputes. LSU has delivered to BRF true and exact copies of: (i) all cost reports that LSU has filed with Medicare and Medicaid for the last five (5) years with respect to the Hospitals, as well as all correspondence and other documents relating to any disputes and/or settlements with Medicare or Medicaid within the last five (5) years regarding the Hospitals; and (ii) all appraisal reports, surveys or other documents which evaluate or describe any of the assets of any of the Hospitals. The Medicare and Medicaid cost reports of the Hospitals were filed when due. Except for disputes between LSU and the intermediary which concern the payment of an individual claim (as opposed to such disputes concerning the right of LSU to receive Medicare or Medicaid reimbursement generally or to participate in the Medicare or Medicaid programs), there is no dispute between LSU and any governmental authorities or the Medicare fiscal intermediary regarding such cost reports other than with respect to adjustments thereto made in the ordinary course of business which do not involve amounts in excess of One Hundred Thousand Dollars (\$100,000) in the aggregate.

(b) Medicare and Medicaid Certification. With respect to the Hospitals, LSU has met and does meet, without material exception, the conditions for participation in the Medicare and Medicaid programs, and LSU does not have Knowledge of any pending or threatened proceeding or investigation under such programs involving the Hospitals or any basis for the revocation or limitation on such participation. There is no pending or to LSU's Knowledge, threatened criminal, civil, or administrative action, audit, or investigation by a fiscal intermediary or by the federal government with respect to the Hospitals, which could reasonably be anticipated to affect adversely the right of the Hospital to receive Medicare and Medicaid reimbursement or to participate in the Medicare and Medicaid programs, or which could reasonably be anticipated to otherwise have an adverse effect on the receipt of Medicare and Medicaid reimbursement by the Hospitals.

Section 8.11. Interim Changes. Except as set forth in Schedule 8.11, after March 31, 2013, there has not been:

(a) Any change in the financial condition, assets, liabilities, properties or results of operation of either Hospital that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital;

(b) Any damage, destruction or loss with respect to either Hospital, whether or not covered by insurance, that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital;

(c) Any disposition of any property, rights or other assets owned by or employed by either Hospital, other than in the ordinary course of business, that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital; or

(d) Any amendment or termination of any Material Contract of either Hospital that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital or the Provider Agreements.

Section 8.12. Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IX REPRESENTATIONS AND WARRANTIES OF THE STATE

The State, through DOA, represents and warrants that, as of the Effective Date:

Section 9.1. Organization; Standing. The State of Louisiana has full power and authority to perform its obligations under this Agreement. DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority to perform its obligations under this Agreement.Enforceability; Authority; No Conflict. This Agreement and any and all agreements, documents or instruments to which the State is a party and which are executed and delivered by the State pursuant to this Agreement constitute the legal, valid and binding obligations of the State, enforceable against the State in accordance with its terms.

(b) DOA has the absolute and unrestricted right, power and authority to execute and deliver such other agreement, documents or instruments related to this Agreement to which it is a party on behalf of the State, if any, and to perform obligations on behalf of the State under such other agreements, or documents, if any.

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly, with or without notice or lapse of time:

(i) Breach any provision of any of the governing statutes or authorities of DOA;

(ii) To the State's Knowledge, give any Governmental Body or other person the right to validly challenge any of the Contemplated Transactions, or to exercise any remedy or obtain any relief under, any Legal Requirement to which the State or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by the State or DOA; or

(iv) Cause BRFHH or BRF to become subject to, or to become liable for the payment of, any Liability of the State or DOA.

(d) The State, through DOA, warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent the State or DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise have a Material Adverse Effect on the Hospitals without the prior written consent of an authorized representative of BRFHH.

Section 9.3. Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, BRFHH incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 9.4. Legal Proceedings; Orders. To DOA's and the State's Knowledge, there is no Order to which the State or DOA is subject that would limit or affect the State's ability to enter into this Agreement or the State's or DOA's ability to consummate the Contemplated Transactions.

Section 9.5. Full Disclosure. No representation or warranty made by the State, through DOA, in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE X BRFHH REPRESENTATIONS AND WARRANTIES

BRFHH represents and warrants that, as of the Effective Date:

Section 10.1. Organization; Standing. BRFHH is a Louisiana limited liability company. BRFHH is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 10.2. Enforceability; Authority:

(a) This Agreement and any and all agreements, documents and instruments to which BRFHH is party and which are executed and delivered by BRFHH pursuant to this Agreement constitute the legal, valid and binding obligations of BRFHH, enforceable against it in accordance with its terms, subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally.

(b) BRFHH has the requisite power and authority to execute and deliver this Agreement any and all agreements, documents and instruments to which BRFHH is party and which are executed and delivered by BRFHH pursuant to this Agreement, and such action have been duly authorized by all necessary action by the BRFHH Board and its sole member. A copy of the authorizing resolutions or certified meeting minutes are attached as Exhibit 10.2(b).

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly, with or without notice or lapse of time:

(i) Breach: (1) any provision of any of the governing documents of BRFHH, including the Articles of Organization or the Operating Agreement; or (2) any resolution adopted by the BRFHH Board of Managers;

(ii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by BRFHH;

(iii) Result in the creation of any lien, charge, or encumbrance of any kind against BRFHH's assets except as contemplated therein or the acceleration of any indebtedness or other obligation of BRFHH;

(iv) Be prohibited by, materially violate or conflict with any provision of, or constitute a default under or a breach of: (1) any judgment, decree, order, regulation or rule of any court or regulatory authority applicable to BRFHH; or (2) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which BRFHH is subject; or

(v) Have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which BRFHH is a party or by which BRFHH is bound, or any assignment, permit, license, approval or other commitment to which BRFHH is a party or by which BRFHH is bound.

Section 10.3. No Operations. BRFHH has conducted no operations, has not had any employees and holds no licenses or permits.

Section 10.4. Legal Proceedings; Orders. There is no Order to which BRFHH is subject that limits or adversely affects BRFHH's ability to execute and deliver this Agreement. There is no material Proceeding pending against BRFHH.

Section 10.5. Insurance. BRFHH shall carry insurance coverage of such types and with such limits as is required by the Master Hospital Lease and Equipment Lease and as is otherwise commercially reasonable for an owner and operator of a hospital.

Section 10.6. Compliance with Legal Requirements. BRFHH has operated in compliance with all Legal Requirements, including Health Care Laws. Neither BRFHH nor any director, officer, or agent of BRFHH is an Excluded Provider. BRFHH is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 10.7. Title to Assets. BRFHH does not own or lease any real property, personal property, or intellectual property.

Section 10.8. Contracts, Leases, Indebtedness. BRFHH is not a party to any contract, lease, or agreement. BRFHH has no indebtedness for borrowed funds.

Section 10.9. Undisclosed Liabilities. BRFHH does not have any liabilities or obligations of any nature whatsoever, due or to become due, accrued, absolute, contingent or otherwise, that would materially and adversely affect BRFHH.

Section 10.10. Taxes; Tax Returns. As of the Effective Date, BRFHH will take any and all actions required to be treated as a tax-exempt entity for purposes of federal income taxation.

ARTICLE XI BRF REPRESENTATIONS AND WARRANTIES

BRF represents and warrants that, as of the Effective Date:

Section 11.1. Organization; Standing. BRF is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to conduct its operations as they are now being conducted, to own or use the properties and assets that it purports to own or use and to perform all its obligations under this Agreement.

Section 11.2. Enforceability; Authority:

(a) This Agreement and any and all agreements, documents and instruments to which BRF is party and which are executed and delivered by BRF pursuant to this Agreement constitutes the legal, valid and binding obligation of BRF, enforceable against it in accordance with its terms, subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally.

(b) BRF has the corporate power and authority to execute and deliver this Agreement and such other agreements, documents and instruments to which it is a party and to perform its obligations under this Agreement and such other agreements, documents and instruments, and such action has been duly authorized by all necessary action by the BRF Board. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 11.2(b).

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly, with or without notice or lapse of time:

(i) Breach: (1) any provision of the governing documents of BRF, including the Articles of Incorporation or Bylaws of BRF; or (2) any resolution adopted by the BRF Board;

(ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Legal Requirement to which BRF may be subject; or

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by BRF.

(d) BRF warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent BRF from performing the Contemplated Transactions or performing its obligations under this

Agreement or any agreement, document or instrument to which it is a party and which is executed and delivered in connection with this Agreement.

Section 11.3. Financial Statements. BRF has furnished to LSU: (a) BRF's audited consolidated financial statements for the three (3) most recent fiscal years and the balance sheet and the related statements of income and changes in financial position of BRF for the three (3) most recent fiscal years, with available reports thereon from an independent certified public accounting firm, (the "Audited Financial Statements") including any management letters regarding the operations of BRF with respect to such fiscal year; and (b) unaudited interim financial statements for the quarter from the close of the most recently completed fiscal year through March 31, 2013, and shall furnish such unaudited interim financial statements for the quarterly periods, through the quarter ending immediately prior to the Commencement Date (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and year-end adjustments), reflect all liabilities of BRF including all contingent liabilities, and fairly present the financial position of the BRF and the results of operations and changes in financial position as of the dates and for the periods specified. Except as set forth in the Financial Statements, BRF has not incurred any liabilities other than in the ordinary course of business. Since the date of the most recent Audited Financial Statements, BRF has not incurred any liabilities other than in the ordinary course of business and consistent with past practice.

Section 11.4. Compliance with Legal Requirements. To BRF's Knowledge, BRF has operated in material compliance with all applicable Legal Requirements, including applicable Health Care Laws. To BRF's Knowledge, none of BRF's currently employed staff has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by BRF or any of their currently employed staff, within the last ten (10) years. Without limiting the generality of the foregoing, BRF has, or shall have at the time such services are performed, all permits and licenses and other Governmental Authorizations required by all Legal Requirements and, to BRF's Knowledge, is not in material violation of any of said permitting or licensing requirements.

Section 11.5. Legal Proceedings; Orders. There is no pending Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To BRF's Knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to, or serve as a basis for, the commencement of any such Proceeding which is reasonably likely to result in an inability to perform the terms and conditions of this Agreement. There is no Order is subject that would limit or affect BRF's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 11.6. Full Disclosure. No representation or warranty made by BRF in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XII COMMENCEMENT CONDITIONS; FURTHER COVENANTS OF THE PARTIES

Section 12.1. Commencement Date. It is intended by the Parties that the consummation of the Contemplated Transactions shall be effective as of 12:00 A.M. (Central Time) on October 1, 2013 (the "Commencement Date") for the purposes set forth herein. The Commencement Date shall occur after all of the conditions under this Agreement have been satisfied or waived by the Parties. The documents to be

delivered by the Parties prior to the Commencement Date are referred to collectively as the “Transaction Documents.”

Section 12.2. Conditions Precedent to Obligations of BRFHH. The obligations of BRFHH hereunder are subject to the satisfaction, on or prior to the Commencement Date, of the following conditions (unless waived in writing by BRFHH):

(a) The representations and warranties of LSU and the State contained in this Agreement shall be true and correct in all respects as of the Effective Date and on the Commencement Date as though such representations and warranties had been made on the Commencement Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by LSU or the State on or before the Commencement Date pursuant to the terms hereof shall have been duly complied with and performed.

(b) LSU shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Agreement to which LSU is a party to be performed or complied with LSU at or prior to the Commencement Date.

(c) BRFHH shall have obtained documentation or other evidence that the Parties hereto have received approval from all Governmental Bodies or such other consents and approvals as may be legally or contractually required to consummate the Contemplated Transactions.

(d) No action or proceeding before a court or any other Governmental Agency or body shall have been enacted, issued, promulgated, enforced, entered, instituted or threatened to restrain or prohibit the consummation of the Contemplated Transactions.

(e) Since the Effective Date, no event or events shall have occurred or circumstances shall have developed to the effect of which, individually or in the aggregate, and in the opinion of BRFHH, in its sole discretion, has had or would have a Material Adverse Effect.

(f) On the Commencement Date, there shall be no injunction, writ, preliminary restraining order or any order of any nature in effect issued by a court of competent jurisdiction directing that the Contemplated Transactions, or any of them, not be consummated as herein provided and no suit, action, investigation, inquiry or other legal or administrative proceeding by any Governmental Authority or other Person shall have been instituted, or notice thereof received by LSU, which questions the validity or legality of the Contemplated Transactions or which, if successfully asserted, would have a Material Adverse Effect on the conduct of the Hospitals as of Commencement Date or impose any additional material financial obligation on BRF or BRFHH.

(g) As of the Commencement Date, there shall be no governmental surveys, inspections, audits, reviews, investigations or comparable governmental actions currently being undertaken of or at either of the Hospitals (other than routine audits of the cost reports of the Hospitals or routine surveys of the Hospitals).

(h) No Governmental Body (or their representatives) which administers Medicare, any other payor, or any other federal, state or local government or agency has passed, issued or promulgated any law, rule, regulation, standard or interpretation, including standards and interpretations of existing law, or any court of competent jurisdiction rendered any decision or issued any other pronouncement, which would result in a material adverse change in the third

party payor programs in which the Hospitals participate or which would cause a material adverse change in the current operations of the Hospitals.

(i) There has been no material adverse change regarding the Transferred Assets or the Hospitals after the Effective Date.

(j) Execution and/or delivery by LSU and/or the State of the Master Hospital Lease, the Equipment Lease, the MAA, the MCA and such additional instruments of transfer, documents, certificates and forms as BRFHH may prepare and/or reasonably require in order to more effectively vest in BRFHH, and put BRFHH in possession of, the Leased Premises and the Transferred Assets.

Section 12.3. Conditions Precedent to Obligations of LSU. The obligations of LSU hereunder are subject to the satisfaction, on or prior to the Commencement Date, of the following conditions (unless waived in writing by LSU):

(a) The representations and warranties of BRF and BRFHH contained in this Agreement shall be true and correct in all respects as of the Effective Date and on the Commencement Date as though such representations and warranties had been made on the Commencement Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by BRF and BRFHH on or before the Commencement Date pursuant to the terms hereof shall have been duly complied with and performed.

(b) BRF and BRFHH shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Agreement to which BRF and BRFHH are parties to be performed or complied with BRF and BRFHH at or prior to the Commencement Date.

(c) BRFHH shall have obtained documentation or other evidence that the Parties hereto have received approval from all Governmental Bodies or such other consents and approvals as may be legally or contractually required to consummate the Contemplated Transactions.

(d) No action or proceeding before a court or any other Governmental Agency or body shall have been enacted, issued, promulgated, enforced, entered, instituted or threatened to restrain or prohibit the consummation of the Contemplated Transactions.

(e) Execution and/or delivery by BRF, BRFHH and/or the State of the Master Hospital Lease, the Equipment Lease, the MAA, the MCA and such additional instruments of transfer, documents, certificates and forms as LSU may prepare and/or reasonably require in order to more effectively vest in BRFHH, and put BRFHH in possession of, the Leased Premises and the Transferred Assets.

Section 12.4. Further Covenants of the Parties. The Parties covenant that between the Effective Date and the Commencement Date:

(a) Compliance with ACGME Requirements. The Parties shall use commercially reasonable efforts to cause the LSUHSC-S GME Programs to maintain their accreditation by ACGME and to cause the LSUHSC-S GME Programs to continue to be in material compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements. BRFHH and BRF shall use commercially reasonable efforts to cause

the Hospitals to maintain their status as a Major Participating Site in compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements.

(b) Third Party Consents and Approvals The Parties will have obtained all consents, approvals, Orders or authorizations of, or registrations, declarations or filings with any Person required in connection with the execution, delivery or performance of this Agreement.

(c) Access to Information. LSU shall give to BRF and its counsel, accountants, environmental consultants, engineers, architects and other representatives, for the purpose of audit, review and copying, reasonable access, during normal business hours and without disrupting the operations of LSU or the Hospitals, to such of the properties, books, accounts, records and personnel of LSU as are relevant to the Transferred Assets and the Hospitals, and furnish or otherwise make available to BRF all such information concerning the Transferred Assets and the Hospitals as BRF may reasonably request.

(d) Continuation of Hospitals Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause the Hospitals to: (a) conduct the Hospitals' operations in the ordinary course; and (b) use commercially reasonable efforts to maintain in all material respects the assets, properties and business organizations and current relationships and goodwill with their respective customers, suppliers and payors of Hospitals.

(e) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not sell, transfer, lease, sublease, license or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of the Hospitals, other than in the ordinary course of business. After the Commencement Date, BRFHH, its officers, agents and employees shall manage and hold the Transferred Assets and carry out any obligations associated with the Transferred Assets as a prudent business manager exercising reasonable business judgment. BRFHH shall indemnify the State and LSU for any damages, attorney fees, expert fees, or other costs that arise from its failure to act as a prudent owner, lessor, or manager of the Transferred Assets. A claim for fraud arising from the breach of this covenant may be brought by the State or LSU at any time during or after the term of this Agreement.

(f) Tax-Exempt Determination. BRFHH will utilize its good faith best efforts to be treated as a tax-exempt entity for purposes of federal income taxation at or prior to the Commencement Date.

(g) Notice of Material Changes. LSU shall give to BRF prompt notice of any fact that, if known on the Effective Date, would have been required to be set forth or disclosed in or pursuant to this Agreement, or which would result in the breach in any material respect by LSU of any of its representations, warranties, covenants or agreements hereunder. BRF and BRFHH shall provide notice of the same to LSU.

Section 12.5. CMS-855A On or after the Effective Date, LSU and BRFHH shall jointly submit duly executed form CMS-855As acknowledging the assignment by LSU to BRFHH of LSU's interest in the Medicare provider agreements and Medicare Provider Numbers, it being understood by the Parties that LSU and BRFHH are jointly responsible for taking all actions necessary to ensure that CMS acknowledges BRFHH as the assignee of the Medicare provider agreements and Medicare Provider Numbers.

Section 12.6. Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the Effective Date, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions. The Parties acknowledge and agree that, at no time, shall BRF or BRFHH be required to take any action which may, in their sole opinion, (i) jeopardize BRF's or BRFHH's tax exempt status; (ii) cause either BRF or BRFHH to be construed as a governmental or quasi-governmental organization; or (iii) require BRF or BRFHH to, in any way, be consolidated with the State, LSU or any other State agency as may be required under GASB14.

ARTICLE XIII TERM AND TERMINATION

Section 13.1. Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and shall expire five (5) years following the Commencement Date (the "Initial Term") and together with all extensions, the "Term"). Beginning on the first anniversary of the Commencement Date and continuing on each anniversary of the Commencement Date thereafter (each an "Extension Date"), the then-remaining portion of the Initial Term shall automatically be extended for an additional one (1) year period so that after the first anniversary of the Commencement Date, the Term of this Agreement shall be a rolling five-year Term; provided, however, that the extension provision of this sentence shall no longer apply if BRFHH provides the other parties written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that BRFHH does not intend to extend the Term of this Agreement. Notwithstanding the foregoing, the Term of this Agreement shall not exceed a total of ninety nine (99) years and this Agreement shall automatically terminate upon completion of the 99th year.

Section 13.2. Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with Sections 13.2, 13.3 and 13.4, and for no other reason, including, without limitation, any Breach of this Agreement, the MCA or other agreement related to the Contemplated Transactions. Any early termination of this Agreement other than under Section 13.3 or Section 13.4 shall be subject to the Wind Down Process set forth in Section 13.5 and the six (6) month Wind Down Period provided in Section 13.6. Subject to the foregoing, this Agreement shall, unless otherwise agreed in writing by all of the Parties or provided herein, terminate prior to the expiration of the Term on the occurrence of the following (each a "Terminating Event"):

- (a) If the Contemplated Transactions shall not have occurred by September 30, 2013, or such other date as mutually agreed upon by the Parties;
- (b) Upon the mutual agreement of all of the Parties;
- (c) There is a change in (or a new interpretation of) the law, whether statutory, regulatory or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on the fundamental relationship of the Parties, and the Parties are unable to agree, after following the process in Section 16.4, on terms to amend this Agreement or otherwise address the consequences of the change in or new interpretation of the law; provided that if the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection;

(d) The expiration or earlier termination of the Master Hospital Lease in accordance with its terms; provided, however, that this Agreement will not terminate upon termination of the Master Hospital Lease if (i) BRF and BRFH H elect to continue to operate the Hospitals and otherwise satisfy their obligations under this Agreement and fulfill the Public Purpose at alternative hospital locations in Shreveport and Monroe, Louisiana, respectively, or (ii) the Louisiana Legislature approves closing the Hospitals and BRF and BRFH H continue to satisfy their obligations under this Agreement and fulfill the Public Purpose.

(e) A sale, merger or member substitution of BRF or BRFH H without the prior written consent of the Parties;

(f) Loss of tax-exempt status of BRF or BRFH H;

(g) Loss of one or more Material Provider Agreements;

(h) Any final, non-appealable judgment against LSU or the State in favor of BRF or BRFH H that arises out of the terms, conditions or warranties in this Agreement remains unpaid for more than one (1) year from the date of the final judgment;

(i) LSU or the State fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within such Party's ability to satisfy and which has a Material Adverse Effect on BRF's or BRFH H's ability to perform its obligations under this Agreement;

(j) LSU or the State shall have made any representation or warranty in this Agreement or in any agreement, document or instrument that is executed by such Party incident to this Agreement, which is inaccurate in any material respect as of the date made (unless the representation or warranty by its terms is intended to apply only to an earlier date) and the consequences of such inaccuracy has a Material Adverse Effect on BRF's or BRFH H's ability to perform its obligations under this Agreement, provided that inaccuracies that are not the result of intentional misrepresentation and that are corrected at or prior to the Commencement Date shall not give rise to a Terminating Event pursuant to this Section 13;

(k) BRF or BRFH H fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within BRF's or BRFH H's ability to satisfy and which has a Material Adverse Effect on LSU's or the State's ability to perform its obligations under this Agreement; or

(l) BRF or BRFH H shall have made any representation or warranty in this Agreement or in any agreement, document or instrument which is executed by such Party incident to this Agreement, which is inaccurate in any material respect as of the date made (unless the representation or warranty by its terms is intended to apply only to an earlier date) and the consequences of such inaccuracy has a Material Adverse Effect on LSU's or the State's ability to perform its obligations under this Agreement, provided that inaccuracies that are not the result of intentional misrepresentation and that are corrected at or prior to the Commencement Date shall not give rise to a Terminating Event pursuant to this Section 13.

Section 13.3. BRF/BRFH H's Right to Exercise Without Cause Termination or Withdrawal. BRF and BRFH H may provide notice to LSU (a "BRF Termination Notice") at any time that they intend to cease to be Parties to this Agreement, which decision shall be in the sole discretion of BRF and BRFH H and may be made with or without cause. In determining whether to exercise their without cause

termination rights, BRF and BRFHH will act in good faith and with full consideration of the ability of BRFHH to be financially viable and sustainable, which determination will be made by the BRF Board and the BRFHH Board of Managers only after opportunity for consultation and input by LSU, pursuant to the Consultative Process, provided that the curative efforts shall not delay or extend the sixty (60) day period. This termination shall not otherwise be subject to Section 13.6. Upon receipt of a BRF Termination Notice, LSU shall have forty-five (45) days to notify BRF in writing (a “BRF Withdrawal Notice”) if it wants BRF to withdraw as a member of BRFHH. If LSU wants BRF to withdraw as a member of BRFHH, the notice provided by LSU must state who the successor member will be, if any, and who the members of the Board of Managers of BRFHH will be immediately after BRF’s withdrawal. Immediately prior to withdrawal, BRF will remove the then existing BRFHH managers and cause the managers designated by LSU to be appointed. If LSU fails to provide BRF with a BRF Withdrawal Notice within the period set forth above, this Agreement will automatically terminate upon on the sixtieth (60th) day after LSU receives the BRF Termination Notice. If LSU delivers a proper and timely BRF Withdrawal Notice to BRF, then this Agreement shall not terminate and BRF will withdraw as a member of BRFHH on the sixtieth (60th) day after LSU receives the BRF Termination Notice. If BRF withdraws as a member of BRFHH, the Parties shall take all steps reasonably necessary to amend BRFHH’s organizational documents to remove references to BRF.

Section 13.4. Termination or Forced Withdrawal by LSU for Breach of Public Purpose. Notwithstanding anything in this Agreement to the contrary, if BRFHH’s fails to perform its material obligations set forth in Section 1.1 of this Agreement and such failure has a Material Adverse Effect on the Public Purpose of this CEA (a “Public Purpose Breach”), LSU may terminate this Agreement or compel BRF to withdraw as a member of BRFHH as follows:

(a) Notice and Cure Period. LSU shall provide BRF and BRFHH written notice of such Public Purpose Breach, which notice shall include a detailed description of the basis for such Breach and LSU’s requirements to remedy such asserted Breach. The Party asserted to have Breached this Agreement shall be entitled to a cure period not to exceed fifteen (15) calendar days to cure the asserted Public Purpose Breach. Also during such cure period, BRF and BRFHH may elect to give a BRF Termination Notice as set forth in Section 13.3 above.

(b) Consultative Process. If such Public Purpose Breach is not cured within the 15-day cure period, the Parties shall for a period of fifteen (15) calendar days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If the Public Purpose Breach is not resolved during the Consultative Process, LSU’s Vice President for Health Care and BRFHH’s Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for fifteen (15) calendar days to attempt to resolve the Public Purpose Breach.

(d) Termination Right. If the Public Purpose Breach is not cured or resolved pursuant to the procedures set forth above and if BRF and BRFHH do not provide a BRF Termination Notice as set forth in Section 13.3 above, LSU may declare its intent to terminate this Agreement by delivery of written notice of such intent to BRF and BRFHH and this Agreement will terminate fifteen (15) days later unless LSU elects to require BRF withdraw as a member of BRFHH, in which case LSU will deliver a BRF Withdrawal Notice (as contemplated by Section 13.3) to BRF within five (5) days of the expiration of the negotiation period set forth in subsection (c) above, and BRF will withdraw as a member of BRFHH on the tenth (10th) day after LSU delivers the Withdrawal Notice. Such right of termination shall be in addition to any other remedies which LSU may have at law, including damages. This termination shall not otherwise be subject to Section 13.6.

Section 13.5. Termination Process. On the occurrence of a Terminating Event, subject to the Wind Down Period in Section 13.6 unless otherwise provided herein, the following shall apply consistent with the Wind Down Period (the processes and procedures set forth in this Section 13.5 and Section 13.6, the “Termination Process”):

- (a) Each Party will surrender possession, and deliver to another Party, all property belonging to the other Party, update and complete all files, records and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;
- (b) BRFH will surrender possession, and deliver to the LSU, similar property equal to or greater than the property transferred under Section 2.3. In the event that the balances in the property transferred are less than the balances transferred as of the Commencement Date, BRFH will make a settlement payment in the amount of the difference;
- (c) Each Party will cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement;
- (d) BRFH will vacate facilities owned by LSU;
- (e) The Master Hospital Lease shall terminate; and
- (f) Ownership of the Hospital’s Provider Numbers will be transferred to LSU.

Section 13.6. Wind Down Period Upon Termination. Except in the event of termination under Sections 13.2(a), 13.3 and 13.4, any early termination of this Agreement allowed under Section 13.2 shall be subject to a wind down period not to exceed six (6) months (the “Wind Down Period”), if applicable, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination right under Section 13.2 (except pursuant to Section 13.2(a)), the applicable Party may give notice to the other Parties of its intent to terminate this Agreement. The Wind Down Period shall begin two (2) days after the terminating Party or Parties give Notice of intent to terminate (the “Wind Down Commencement Date”) and end on the six (6) month anniversary of the Wind Down Commencement Date. Subject to the ultimate authority of the BRFH Board of Managers, during the Wind Down Period, LSU, DOA, BRFH and BRF will establish a committee consisting of at least six (6) people, with each of LSU, BRF and DOA appointing two (2) members to the committee, to work with the BRFH Board of Managers in the transition of the operation of the Hospitals. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period.

ARTICLE XIV CUMULATIVE REMEDIES; WAIVER

Section 14.1. Remedies Cumulative. Except as otherwise expressly provided in this Agreement, all rights and remedies of any Party provided for in this Agreement shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with

knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

Section 14.2. Federal Program Recoupment Action. Except with regard to Transferred Assets, in the event of a federal program recoupment action which results in a set-off of reimbursement due to the Hospitals as a result of an overpayment while LSU was responsible for the Hospitals' Medicare and Medicaid Provider Numbers, the State will seek an immediate appropriation to reimburse the Hospitals, and BRFH will assign to LSU any rights to negotiate, contest, settle or otherwise resolve such recoupment action. Notwithstanding the foregoing, BRFH shall have an immediate right of set-off against Rent due under the Master Hospital Lease to compensate BRFH in an amount consistent with the amount withheld under the recoupment action.

ARTICLE XV INSURANCE AND INDEMNIFICATION

Section 15.1. Insurance. BRFH will maintain commercially reasonable insurance as provided in the Master Hospital Lease, Equipment Lease and the Professional Services Agreement. LSU will maintain extended reporting or "tail" insurance professional liability coverage for all claims arising on or before Commencement Date for a period of three (3) years after the Commencement Date.

Section 15.2. Survival of Representations and Warranties; Indemnification. All representations and warranties in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the Commencement Date and any early termination of this Agreement for a period of ten (10) years, subject to any early termination of this Agreement and the provisions of Section 13.2. All covenants and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the Commencement Date indefinitely.

(a) Indemnification by the Parties.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") arising as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by LSU or LSUHSC-S; or (2) the actions or failure to act by LSU Personnel; or (3) the Retained Liabilities, provided, however, that LSU's obligation under this Section 15.2(a)(i) shall only apply if, on or before the third (3rd) anniversary of the Commencement Date, LSU is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, the failure to perform any covenant or obligation in this Agreement and any other certificate or document delivered pursuant to this Agreement or the failure to pay any Retained Liability, a claim may be made at any time. Notwithstanding the foregoing, with respect to an indemnification claim based on a federal program recoupment action or violation of a Health Care Law, a claim may be made within the applicable statute of limitations.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of a breach by the State of any representation or warranty in this Agreement, or any related agreement, document or instrument to which the State is a party, provided, however, that the State's obligation under this Section 15.2(a)(ii) shall only apply if, on or before the third (3rd) anniversary of the Commencement Date, the State is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(iii) RESERVED

(iv) Except as otherwise provided in this Agreement, BRFH will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by BRFH; or (2) the actions or failure to act by the employees or agents of BRFH; provided, however, that BRFH's obligation under this Section 15.2(a)(iv) shall only apply if, on or before the third (3rd) anniversary of the Commencement Date, BRFH is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(v) Except as otherwise provided in this Agreement, BRF will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by BRF; or (2) the actions or failure to act by the employees or agents of BRF; provided, however, that BRF's obligation under this Section 15.2(a)(v) shall only apply if, on or before the third (3rd) anniversary of the Commencement Date, BRF is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(b) Indemnification Process for Third Party Claims.

(i) Promptly after receipt by a Party entitled to indemnification under this Article XV (an "Indemnified Person") of notice of the assertion of a claim for Damages by any third party against such Party (a "Third-Party Claim"), such Indemnified Person shall give notice to the Party(ies) obligated to provide indemnification under this Article XV (an "Indemnifying Person") of the assertion of such Third-Party Claim; provided however, that the failure to notify the Indemnifying Person of any Third-Party Claim will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be

entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes, unless: (1) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate; or (2) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim, to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article XV for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's Consent unless: (A) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without the Indemnifying Person's consent, which may not be unreasonably withheld.

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (1) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Party fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (2) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (1) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (2) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(c) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

ARTICLE XVI GENERAL PROVISIONS

Section 16.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;
- (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (h) "or" is used in the inclusive sense of "and/or";
- (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";
- (j) references to "day," rather than the defined term "Business Day," shall mean a calendar day; and
- (k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 16.2. Legal Representation of the Parties. Each Party to this Agreement is represented by legal counsel, and this Agreement was negotiated by the Parties hereto with the benefit of such legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party hereto shall not apply to any construction or interpretation hereof.

Section 16.3. Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

Section 16.4. Dispute Resolution. The Parties will attempt to resolve any material breaches, disputes or issues of concern to or affecting the transactions or relationships contemplated by this Agreement that are not Terminating Events as follows:

(a) Cure Period. If the basis of the dispute is alleged to constitute a Breach of this Agreement, the MCA or any other agreement associated with the Contemplated Transactions, the Party alleging the Breach shall provide the alleged breaching Party with written notice of such alleged Breach, with sufficient detail to provide the alleged breaching Party with the factual basis or circumstances giving rise to the alleged breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach.

(b) Consultative Process. If the alleged Breach is not cured within the Cure Period, or if the dispute does not involve an alleged Breach or is not otherwise subject to cure, the Parties shall engage in the Consultative Process for a period of ten (10) days, or such longer period as may be appropriate but not to exceed sixty (60) days, to attempt to resolve the dispute.

(c) Legal Remedies; No Termination Rights. If a dispute involves a non-Terminating Event and is not resolved pursuant to the Consultative Process, the Parties shall be entitled to such remedies as are available at law or in equity, including damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Hospitals. No Party shall have the right to terminate this Agreement for a non-Terminating Event except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 16.5. Public Announcements. Any public announcement, press release or similar publicity with respect to entering this Agreement or the Contemplated Transactions will be issued in the best interests of the Parties.

Section 16.6. Confidential Information. (a) Use of Confidential Information. Subject to Section 16.6(h) and 16.23, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law: (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the BRF CEO with respect to Confidential Information of BRF, or the BRFHH CEO with respect to the Confidential Information of BRFHH. Each of BRF, BRFHH and LSU shall disclose the Confidential Information of the other Party(ies) only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or BRF or BRFHH, as the case may be, of the obligations of this Article with respect to such information. Each of LSU, BRF and BRFHH shall: (aa) enforce the terms of this Article as to its respective representatives; (bb) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this

Article; and (cc) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. This Section 16.6 does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates: (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article or the Confidentiality Agreement by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to Section 16.6(h), if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law: (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties: (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and

privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes “protected health information” as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the Health Information and Technology Act (“HITECH”), and the rules and regulations promulgated thereunder in each case, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and HITECH and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to BRF or BRFH shall remain in the possession, custody and control of BRF and BRFH, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU, BRF and BRFH consider records of BRF to be proprietary to BRF, and records of BRFH to be proprietary of BRFH, and, to the extent that BRF or BRFH makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, *et seq.* (the “Public Records Act”) which may include documents marked as confidential and/or proprietary to BRF or BRFH, LSU will use its best efforts to give notice to BRF or BRFH, as applicable, that LSU has received such a public records request prior to producing any documents considered to be proprietary to BRF or BRFH, and if such notice cannot be provided to BRF or BRFH before LSU is required to produce such documents, LSU shall provide notice to BRF or BRFH, as applicable, as soon thereafter as possible. In the event that BRF or BRFH objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, BRF or BRFH, as appropriate, will immediately so notify LSU in writing and take such action as BRF or BRFH deems necessary to protect the disclosure of such records. In the event of a final, binding, non-appeal judgment that LSU’s refusal to produce such documents was in violation of the Public Records Law, BRF and BRFH will indemnify and hold harmless LSU and the State, their employees, attorneys and agents from and against any costs, expenses, liabilities, attorneys’ fees, losses, damages, fines and/or penalties resulting from or relating to LSU’s failure to produce such documents in response to a public records request.

Section 16.7. Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the

other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a breach.

Section 16.8. Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

Board of Supervisors of Louisiana State
University and Agricultural and Mechanical
College
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips LLP
8th Floor Chase Tower South
451 Florida Street
Baton Rouge, LA 70801
Attention: Patrick D. Seiter, Esq.

If to State or DOA:

State of Louisiana
c/o Division of Administration
Claiborne Building, 7th Floor
1201 N. Third Street
Baton Rouge, LA 70802
Attention: Commissioner

With a copy to:

State of Louisiana
c/o Division of Administration
P. O. Box 94004
Baton Rouge, LA 70804-9004
Attention: Elizabeth Baker Murrill, Esq.

If to BRFHH:

BRF Hospital Holdings, L.L.C.
c/o Biomedical Research Foundation
of Northwest Louisiana,
1505 Kings Highway
Shreveport, LA 71133
Attention: Office of the President

With a copy to:

Sullivan Stoler Knight LC
909 Poydras St. Suite 2600
New Orleans, LA 70112
Attention: Stephen M. Sullivan, Esq

and

University Health System
1541 Kings Highway
Shreveport, Louisiana 71103
Attn: General Counsel

If to BRF:

Biomedical Research Foundation of Northwest
Louisiana
1505 Kings Highway
Shreveport, LA 71133
Attention: Office of the President

With a copy to:

Sullivan Stoler Knight LC
909 Poydras St. Suite 2600
New Orleans, LA 70112
Attention: Stephen M. Sullivan, Esq

and

University Health System
1541 Kings Highway
Shreveport, Louisiana 71103
Attn: General Counsel

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, when delivered;
- (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 16.9. Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 16.10. Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 16.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches pursuant to Legal Requirements, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to

recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 16.11. Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, the State, BRF and BRHH.

Section 16.12. Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 16.13. Severability and Reformation. If any term, provision, covenant or condition of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable Legal Requirements, the remaining portions or provisions shall continue in full force and effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.

Section 16.14. Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

Section 16.15. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 16.16. Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 16.17. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 16.18. Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 16.19. Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of

Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(b)(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 16.20. Names and Trademarks. Except as provided in this Agreement and the MCA, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 16.21. Cost-Report Matters.

(a) LSU shall prepare and timely file all cost reports with respect to the Hospitals relating to the periods ending prior to Commencement Date, including those relating to Medicare and other third-party payors that settle on a cost-report basis (the "LSU Cost Reports"). As part of compliance with this provision, LSU shall prepare and timely file all termination cost reports with respect to the Hospitals relating to the periods ending prior to Commencement Date ("Termination Cost Reports"). The Termination Cost Reports shall be filed by LSU in a manner consistent with (i) prior cost reports filed by LSU with respect to the Hospitals, and (ii) applicable laws, rules and regulations. At least ten (10) days prior to the filing of any LSU Cost Reports or Termination Cost Reports, LSU shall forward them to BRFHH for its review. BRFHH shall provide any comments to such cost reports within five (5) days prior to the filing date. BRFHH shall forward to LSU any and all correspondence that it may receive relating to the LSU Cost Reports or Termination Cost Report or rights to settlements and retroactive adjustments on the LSU Cost Reports or Termination Cost Reports ("Agency Settlements") within fifteen (15) business days of receipt by BRFHH; provided, however, that BRFHH shall forward such correspondence to LSU sooner if necessary for LSU to comply with a deadline stated in such correspondence. LSU shall retain all rights to all the LSU Cost Reports and the Termination Cost Reports, including any payables resulting therefrom or receivables relating thereto, and the right to appeal any third-party payor determinations relating to the Agency Settlements.

(b) Upon reasonable notice and during normal business office hours, BRFHH shall reasonably cooperate with LSU regarding the preparation, filing, handling, and appeals of the LSU Cost Reports, including the Termination Cost Reports. Upon reasonable notice and during normal business office hours, BRFHH shall reasonably cooperate with LSU in connection with any cost-report disputes, appeals or other claim-adjudication matters relative to a governmental program reimbursement. Such cooperation shall include the providing of statistics and obtaining

of files at the Hospitals, and the coordination with LSU, pursuant to adequate notice of Medicare and other third-party payor exit conferences or meetings. BRFHH shall, upon reasonable notice, during normal business office hours and at the sole cost and expense of LSU, and subject to applicable law regarding confidentiality of patient records, provide LSU reasonable access to relevant records of the Hospitals, and shall allow LSU and their representatives to copy any documents relating to the LSU Cost Reports and appeals thereof.

(c) Notwithstanding any inference or expression to the contrary, all parties understand and agree that any liabilities or rights connected to the LSU Cost Reports and the Termination Cost Reports, including any payables resulting therefrom or receivables relating thereto, are the sole property of LSU. Accordingly, neither BRFHH nor any successor entity shall not have any rights to reimbursement resulting from settlements related to said cost reports or any rights to appeal any findings related to said cost reports, or any subrogation rights whatsoever related to said cost reports.

Section 16.22. BRF and BRFHH Not Intended to be Public Bodies. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in BRF or BRFHH being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State, public audit, public meeting, or other disclosure procedures generally applicable to public bodies in the State.

Section 16.23. Legislative Auditor. It is hereby agreed that the State and/or the Louisiana Legislative Auditor shall have the option of auditing all accounts of BRFHH which relate to this Agreement. Such audits shall be done during customary business hours upon reasonable prior written notice. Nothing in this Agreement is intended to prevent or otherwise impede the Legislative Auditor from reviewing or accessing documents the Auditor would otherwise be entitled to review under law.

Section 16.24. Non-Discrimination Clause. BRFHH agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and BRFHH agrees to abide by the requirements of the Americans with Disabilities Act of 1990. BRFHH agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 16.25. Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonably request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BRF, the State, through DOA, BRFH and LSU have executed this Agreement as of the Effective Date.

Witnesses:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation of the State of Louisiana

By: _____
F. King Alexander, President of Louisiana State University System

Date: _____

STATE OF LOUISIANA, ACTING THROUGH THE DIVISION OF ADMINISTRATION

By: _____
Kristy Nichols, Commissioner

Date: _____

BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA

By: _____
Stephen F. Skrivanos, Chairman

Date: _____

BRF HOSPITAL HOLDINGS, L.L.C.

By: _____
Stephen F. Skrivanos, Chairman

Date: _____

EXHIBITS

Definitions	1
Master Hospital Lease	2.1
Equipment Lease	2.2
LSU Authorizing Resolution	8.2(a)
BRFHH Authorizing Resolution	10.2(b)
BRF Authorizing Resolution	11.2(b)

EXHIBIT 1 DEFINITIONS

- (1) “Academic Faculty” means the individuals designated as faculty of LSU with respect to the LSUHSC-S GME Programs, including physicians and other qualified teaching professionals.
- (2) “ACGME” means the Accreditation Council for Graduate Medical Education.
- (3) “Affiliate” means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. “Control” (including the term “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.
- (4) “Agreement” has the meaning set forth in the preface above.
- (5) “Audited Financial Statements” has the meaning set forth in Section 11.3.
- (6) “Benefit Plans” means each employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended, and any other (written or unwritten) profit sharing, pension, savings, deferred compensation, fringe benefit, insurance, medical, medical reimbursement, life, disability, accident, post-retirement, health or welfare benefit, stock option, stock purchase, sick pay, vacation, employment, severance, termination or other plan or arrangement.
- (7) “Breach” means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.
- (8) “Books and Records” has the meaning set forth in Section 2.3(e).
- (9) “BRF” has the meaning set forth in the preface above.
- (10) “BRF Board” means the BRF Board of Directors.
- (11) “Business Days” means any days on which the LSU System Office is open for business.
- (12) “CMS” means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.
- (13) “Code” means the Internal Revenue Code of 1986.
- (14) “Collaborative” has the meaning set forth in the recitals of this Agreement.
- (15) “Confidential Information” includes, to the extent allowed by law, any and all of the following information of LSU or BRF that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party (LSU on the one hand or BRF on the other hand) or its Representatives (collectively, a “Disclosing Party”) to the other party or its Representatives (collectively, a “Receiving Party”):
 - i. all information that is a trade secret under applicable trade secret or other law;
 - ii. all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;

- iii. all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
 - iv. all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.
- (16) "Consultative Process" means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on Breaches, disputes or issues of concern to or affecting the Collaborative. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party. Notwithstanding the foregoing, each such committee will be advisory only and the Parties each reserve final authority to agree to the terms of any proposed resolution as part of the Consultative Process.
- (17) "Contemplated Transactions" mean all of the transactions contemplated by this Agreement.
- (18) "Contract Monitor" has the meaning set forth in Section 1.2.
- (19) "Core Service Lines" has the meaning set forth in Section 4.6.
- (20) "Cure Period" means sixty (60) days.
- (21) "Damages" has the meaning set forth in Section 15.2(a)(i).
- (22) "DHH" means the Louisiana Department of Health and Hospitals.
- (23) "Disclosing Party" has the meaning set forth in the definition of "Confidential Information."
- (24) "E.A. Conway" means E.A. Conway Medical Center in Monroe, Louisiana
- (25) "Equipment Lease" has the meaning set forth in Section 2.2.
- (26) "Fellow" means a licensed physician participating in a fellowship program of the LSUHSC-S GME Programs.
- (27) "Financial Statements" has the meaning set forth in Section 11.3.
- (28) "Force Majeure" shall mean any (i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.
- (29) "GAAP" means generally accepted accounting principles.
- (30) "GME" means Graduate Medical Education.
- (31) "GME Program" means graduate medical education programs generally.
- (32) "Governing Documents" means with respect to LSU, its constitutional, statutory and bylaws provisions, and with respect to BRF, its articles of incorporation and its bylaws; and if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person, and any amendment or supplement to any of the foregoing.

- (33) “Governmental Authorization” means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.
- (34) “Governmental Body” or “Governmental Bodies” means any:
- i. nation, state, county, city, town, borough, village, district or other jurisdiction;
 - ii. federal, state, local, municipal, foreign or other government;
 - iii. governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
 - iv. multinational organization or body;
 - v. body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power;
- or
- vi. official of any of the foregoing.
- (35) “Health Care Laws” means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation (i) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “Federal Anti-Kickback Statute”; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Law”; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act”; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the “Emergency Medical Treatment and Active Labor Act” (EMTALA).
- (36) “Indemnified Person” has the meaning set forth in Section 15.2(b)(i).
- (37) “Indemnifying Person” has the meaning set forth in Section 15.2(b)(i).
- (38) “Initial Term” has the meaning set forth in Section 13.1.
- (39) “Intellectual Property” (IP) means all patents, copyrights, trademarks, trade secrets, inventions, discoveries, software, and other works of authorship developed as a result of research or other collaborative activities conducted jointly between BRF and LSU.
- (40) “Key Services Baseline” has the meaning set forth in Section 4.7.
- (41) “Key Service Lines” has the meaning set forth in Section 4.7.
- (42) “Knowledge” means an individual will be deemed to have Knowledge of a particular fact or other matter if:
- i. that individual is actually aware of that fact or matter; or
 - ii. a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (43) “Layoff Plan” has the meaning set forth in Section 6.2(a).
- (44) “Leased Premises” has the meaning set forth in Section 2.1.
- (45) “Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.
- (46) “Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

- (47) “LSU” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.
- (48) “LSUHSC-S” has the meaning set forth in the recitals above.
- (49) “LSU Personnel” means, whether singular or plural, all employees or agents of LSU providing health care services at the BRF Campus or participating in the LSUHSC-S GME Programs, including but not limited to Academic Faculty, Residents and Fellows.
- (50) “LSU Teaching Service” means the LSU Faculty and Residents holding the Collaborative Residency Positions and having the capacity and expertise to provide the services to be rendered pursuant to Section 4.1.
- (51) “LWC” means the Louisiana Workforce Commission.
- (52) “MAA” means the Master Affiliation Agreement between LSU and BRFH in such form as LSU and BRFH may agree, which documents the GME responsibilities between LSU, LSUHSC-S and BRFH and describes the LSUHSC-S GME Programs.
- (53) “Major Participating Site” has the meaning set forth in the Glossary of Terms published by ACGME with respect to graduate medical education programs.
- (54) “Master Hospital Lease” has the meaning set forth in Section 2.1.
- (55) “Material Adverse Effect” means any action or inaction that, in the context of this agreement as a whole, would prevent or significantly impair a Party’s ability to meet its obligations in this Agreement.
- (56) “MCA” means the Master Collaborative Agreement set forth in Article VII.
- (57) “Medically Indigent” means any person whose income is below two hundred percent of the federal poverty level and who is uninsured unless otherwise defined by Louisiana law.
- (58) “Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.
- (59) “Original CEA” means that certain Cooperative Endeavor Agreement dated September 30, 2013 to which the Parties and DHH are parties.
- (60) “Party” and “Parties” has the meaning set forth in the preface.
- (61) “Permits” means all permits, licenses, approvals, qualifications, rights, accreditations, certificates, certifications, consents, interim licenses, permits and other authorizations issued to or on behalf of LSUHSC-S or LSU benefiting, relating or affecting solely the Hospitals or the operation thereof, and all renewals, replacements and substitutions therefor, now or hereafter required or issued by any governmental authority related thereto.
- (62) “Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.
- (63) “Personal Property Leases” has the meaning set forth in Section 2.3(b).
- (64) “Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.
- (65) “Protected Health Information” or “PHI” has the meaning as defined in 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, more commonly known as HIPAA.
- (66) “Provider Numbers” shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.
- (67) “Receiving Party” has the meaning set forth in the definition of “Confidential Information.”

- (68) “Resident” means an individual admitted to the LSUHSC-S GME Programs as a resident.
- (69) “Retained Liabilities” has the meaning set forth in Section 2.4.
- (70) “Service Area” means the primary sites at which LSU provides medical care to patients in the Shreveport and Monroe.
- (71) “Shreveport Hospital” means LSU Medical Center - Shreveport in Shreveport, Louisiana
- (72) “Sponsoring Institution” has the meaning set forth in the Glossary of Terms published by ACGME with respect to graduate medical education programs.
- (73) “State” means the State of Louisiana by and through its Division of Administration
- (74) “State Health Care Providers” means all clinical LSU Personnel as defined in LA R.S. 40:1299.39, *et seq.*
- (75) “Term” means the Initial Term and all extensions thereof.
- (76) “Termination Process” has the meaning set forth in Section 13.5.
- (77) “Terminating Event” has the meaning set forth in Section 13.2.
- (78) “Transferred Assets” has the meaning set forth in Section 2.3.
- (79) “Wind Down Period” has the meaning set forth in Section 13.6.