

**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, aswell 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 OLA H 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, said sixty days, the "Sixty-Day Wind Down Period". 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 after the conclusion of the Sixty-Day Wind Down Period.

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 Master Agreement, Lease, Sublease, and Equipment Lease 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 “Six-Month 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

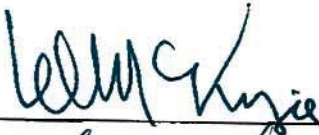
Hospital Lease or Hospital Sublease and this Section 16.24, the State, DOA and LSU agree to make good faith best efforts to seek specific appropriation for such refund by the Louisiana Legislature, and DOA and/or LSU shall include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such refund of prepaid rent to OLAH pursuant to the Hospital Lease or Hospital Sublease, as applicable.

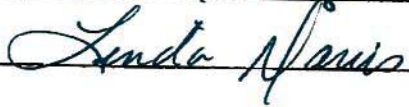
Section 16.25 Ethical and Religious Directives. The Parties hereby acknowledge and agree that OLAH is bound by the Ethical and Religious Directives for Catholic Health Care Services (“ERDs”), and OLAH shall at all times comply with such ERDs during the Term of this Agreement. Further, in no event shall OLAH’s compliance with the ERDs give rise to a Breach of this Agreement.

Execution Version


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: 10/16/14

Witnesses:







**STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION**

By: 
Kristy Nichols, Commissioner

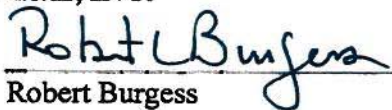
Date: _____

Witnesses:





**OUR LADY OF THE ANGELS
HOSPITAL, INC.**

By: 
Robert Burgess
Its: President and CEO

Date: 10-15-14

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.