

AMENDED AND RESTATED

COOPERATIVE ENDEAVOR AGREEMENT

BY AND AMONG

**SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION
D/B/A LAKE CHARLES MEMORIAL HOSPITAL;**

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

AND

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

EFFECTIVE JUNE 24, 2013

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AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT ("CEA" or "Agreement") is made and entered into effective the 24th day of June, 2013 ("Effective Date"), by and among Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital, a Louisiana nonprofit corporation ("SLHA"), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU") and the State of Louisiana, through the Division of Administration (the "State"). SLHA, LSU and the State are referred to together as the "Parties," and each, a "Party." Capitalized terms shall have the meanings set forth on Appendix 1.

RECITALS

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

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

WHEREAS, the State has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i)

provide health care to the State's uninsured and high-risk Medicaid populations, as well as inmate care, and (ii) serve as the primary training sites for LSU's medical education programs;

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

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

WHEREAS, LSU owns the hospital building and related facilities (the "Facility") in which LSU currently operates the hospital known as W.O. Moss Regional Medical Center in Lake Charles, Louisiana ("WOM");

WHEREAS, WOM provides substantial and essential services to the community through its outpatient clinics, (the "Outpatient Clinics"), and also limited inpatient and emergency room services;

WHEREAS, SLHA has extensive experience in nonprofit hospital operations and finances, and is committed to the charitable clinical missions in the communities it serves;

WHEREAS, in order to maintain the viability of the Outpatient Clinics, and protect and enhance their vital role in the community in the most efficient and cost-effective manner, the Parties desire for (i) inpatient and emergency room services that have historically been provided by WOM to be transitioned to, and provided at SLHA's facilities, (ii) SLHA to operate the Outpatient Clinics as provider-based clinics of SLHA, and (iii) the WOM hospital license, Medicare and Medicaid provider numbers will be retired; and (iv) and other permits, licenses and

approvals related to WOM hospital operations will be retired or transferred as necessary and appropriate to maintain the Outpatient Clinics;

WHEREAS, the Louisiana Legislature has approved the closure of WOM as a hospital, including the cessation of inpatient and emergency room services, in accordance with La. R.S. 17:1519.3(B);

WHEREAS, the Parties desire to immediately utilize SLHA's financial, operational and relationship and other expertise and resources for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) WOM will be closed as an inpatient hospital facility and the inpatient, surgery, and emergency room services currently provided by WOM will be transitioned to SLHA; (ii) SLHA will assume responsibility for the Outpatient Clinic operations in accordance with and subject to the terms and conditions of this CEA, (iii) LSU will lease the Facility and all furniture fixtures and equipment valued at over One Thousand Dollars (\$1,000.00) and used in WOM operations; (iv) SLHA will purchase all of WOM's consumable inventory and all items of furniture, fixtures and equipment valued at less than One Thousand Dollars (\$1,000.00); and (v) SLHA will commit to supporting LSU's clinical mission in accordance with this CEA (collectively, the "Contemplated Transactions");

WHEREAS, among other things, this CEA and the Contemplated Transactions will afford SLHA the opportunity to access and support a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers, all of which will serve to expand and diversify the SLHA system to better serve its patient population and the patient population of the Lake Charles area;

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

WHEREAS, SLHA is willing and desires to provide the financial resources, operational expertise, and other necessary resources and to take steps to ensure that its facilities, including the Outpatient Clinics: (i) provide safety-net services, and play a central role in providing healthcare services to the uninsured high-risk Medicaid and State inmate populations; (ii) provide the community with health care services that might not otherwise be available; (iii) prevent the major reductions currently contemplated for WOM and their devastating effects on patient access to clinical care;

WHEREAS, the Parties recognize that SLHA's ownership of the operations and management of the Outpatient Clinics will include the commitment and the assumption of significant financial and operational investments by SLHA, and SLHA desires to assure sustainable reimbursement levels commensurate with such investments;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Outpatient Clinics and SLHA's facilities;

WHEREAS, the State, through the Division of Administration ("DOA"), will exercise best efforts to allocate resources necessary to achieve a long-term and sustainable model for the provision of health care services to the indigent and uninsured throughout the State of Louisiana;

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

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

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

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

WHEREAS, the Parties intend the Contemplated Transactions will reduce the need for State General Funds expenditures below those previously contemplated;

WHEREAS, the Parties previously entered into that certain Cooperative Endeavor Agreement dated June 24, 2013 (the "Original CEA"), pursuant to which various commitments and obligations were agreed to by the Parties;

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

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

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

ARTICLE I.
STATEMENT OF PUBLIC PURPOSE

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

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

ARTICLE II.
COMMITMENTS TO PATIENT CARE

Section 2.1 Care for the Medically Indigent and Uninsured. Recognizing (i) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, (ii) LSU's mission of providing access to high quality medical care for all patients, including the Medically Indigent and uninsured populations, and (iii) the need to support LSU's education and training mission, SLHA agrees, subject to available resources, to provide free or reduced cost inpatient and outpatient services at SLHA facilities to Medically Indigent and uninsured patients in accordance with a Charity Care Policy that is consistent in all material respects with LSU Policy Number 2525-12, attached as Exhibit 2.1, the current policy for determining eligibility for free or reduced cost health care services at WOM, which shall not be amended without the mutual agreement of the Parties.

Section 2.2 Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, SLHA and LSU will work together in good faith to ensure that the Core Safety Net Services as described in this Article II are available to high risk Medicaid patients in accordance with the terms of this CEA.

Section 2.3 Department of Corrections Subject to its receipt of reasonable and appropriate cost reimbursement, SLHA, with the support of LSU, will provide medically necessary health care to patients in the custody of the Louisiana Department of Corrections ("DOC") and housed within the Lake Charles area. In the event SLHA does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to DOC patients, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is

provided to SLHA for such medically necessary services. Suspension of care to DOC patients due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA. SLHA will use commercially reasonable efforts to provide that telemedicine capability is available to LSU in accordance with Section 2.5 for use in providing cost-effective, medically necessary care to DOC patients.

Section 2.4 Core Safety Net Services. The Parties acknowledge and agree that the services identified on Exhibit 2.4 are core safety net services ("Core Safety Net Services") currently being provided to the Lake Charles area through the Hospital, and that SLHA will use its best efforts to continue providing the Core Safety Net Services through its facilities and the Outpatient Clinics and/or New Clinic (defined below), as applicable, during the term of this Agreement. Notwithstanding the foregoing, SLHA may in its sole discretion, limit, reduce, or discontinue the provision of one or more Core Safety Net Services if it determines in its sole discretion that the continued provision of such services will materially and adversely impact SLHA or its subsidiaries or affiliates (hereinafter referred to as a "Core Service Adjustment"). In the event SLHA makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of SLHA's basis for the same (a "SLHA Core Service Adjustment Notice"). LSU may, within ten (10) days of a SLHA Core Service Adjustment Notice, request to meet with SLHA regarding SLHA's determination to make a Core Service Adjustment (a "LSU Core Service Request"). In the event LSU provides SLHA with an LSU Core Service Request, LSU and SLHA shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited, reduced or discontinued by SLHA as described in the SLHA Core Service Adjustment Notice. In the event that LSU and SLHA are

not able to resolve the issues described in the SLHA Core Service Adjustment Notice within such thirty (30) day period, SLHA may commence to limit, reduce or discontinue the Core Service(s) consistent with the SLHA Core Service Adjustment Notice. Notwithstanding the foregoing, the Core Safety Net Services, and Exhibit 2.4, may be amended in the future to add or delete a Core Safety Net Service by mutual agreement of LSU and SLHA based on community need, patient access, cost, available resources and other relevant considerations.

Section 2.5 RESERVED

Section 2.6 HIV Care. SLHA will provide HIV care and services through the adult outpatient HIV clinic, provided that the grant income streams existing as of the Commencement Date continue to fund such care and services. In the event of loss of such grant funding, the Parties agree to collaborate in good faith for a period of sixty (60) days to identify and obtain alternative sources of funding, during which period of time SLHA will continue to provide HIV care and services at said clinic. In the event the Parties obtain alternative sources of funding within the sixty-day period, SLHA will continue to provide HIV care and services at said clinic; in the event the Parties are unable to obtain alternative sources of funding within the sixty-day period, SLHA's obligation to continue providing HIV care and services at said clinic shall terminate.

Section 2.7 Closure; Reduction of Services

As of the Commencement Date, LSU shall have taken all necessary actions to close the Hospital's emergency department and terminate the Facility's license to provide inpatient hospital services, such that emergency, surgery, and inpatient services will no longer be provided at the Facility after the Commencement Date.

ARTICLE III.
FACILITIES AND EQUIPMENT

Section 3.1 SLHA Lease of Facility for Outpatient Clinics. Contemporaneous with and subject to the terms and conditions of this CEA, LSU and SLHA shall enter into that certain Facility Lease Agreement by and between LSU and SLHA ("Facility Lease"), attached as Exhibit 3.1. LSU and SLHA will also enter into the First Amendment to Facility Lease Agreement in the form attached to the Facility Lease. Under the Facility Lease, LSU agrees to take all the necessary actions required to transfer possession of the Facility to SLHA. The Facility Lease shall include all property set forth in the Facility Lease (the "Leased Premises"), including all furniture, fixtures, and equipment contained in the Leased Premises and valued at over One Thousand Dollars (\$1,000.00), but it shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances, except as may be further described in the Facility Lease.

Section 3.2 Ground Lease for New Clinic Construction. LSU agrees to lease the land described in the Ground Lease attached hereto as Exhibit 3.2 ("Ground Lease") to SLHA upon which SLHA shall work in good faith, consistent with available resources, to construct a new outpatient clinic building (the "New Clinic"), and subject to the terms of the Ground Lease. Except as set forth in this Agreement or the Ground Lease, under no circumstances will LSU deny or restrict, or seek to deny or restrict, through equitable or injunctive relief or otherwise, SLHA's right of access to the New Clinic and attendant parking. Notwithstanding the foregoing, failure of SLHA to construct the New Clinic shall not constitute a violation of this CEA.

(a) Subject to this Agreement and the Ground Lease, at all times LSU shall retain ownership of the land upon which the New Clinic will be constructed. Nothing in this Agreement shall be deemed to be a dedication or transfer of any right or interest in, or creating a

lien upon, LSU property, other than a leasehold interest in favor of SLHA in the land described in the Ground Lease.

(b) As of the Effective Date of this Agreement, LSU represents that it has valid and merchantable title to the land leased pursuant to the Ground Lease in fee, subject only to those encumbrances set forth in the Ground Lease.

Section 3.3 Restrictions on Use of Land. SLHA agrees that the use of the land leased pursuant to the Ground Lease shall be restricted to the uses and limitations on use as set forth in the Ground Lease.

Section 3.4 Rental Payments. The rental payments paid by SLHA pursuant to the Facility Lease and Ground Lease ("Rent") represent fair market value.

ARTICLE IV. CONSUMABLES AND INVENTORY

Section 4.1 Purchase of Inventory. All usable inventories of supplies, drugs, food, and other disposables, and all furniture, fixtures and equipment valued at less than One Thousand Dollars (\$1,000.00) on hand at the Facility as of the Commencement Date, will be transferred to SLHA for fair market value pursuant to the terms and conditions set forth in the Master Collaborative Agreement.

ARTICLE V. HOSPITAL EMPLOYEES

Section 5.1 Employee Matters.

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

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

(c) SLHA Terms and Conditions of Employment. All LSU Personnel offered employment by SLHA shall be hired for job classifications and job descriptions established by SLHA and in accordance with pay scales and compensation amounts established by SLHA, and shall be employed subject to terms and conditions established by SLHA.

(d) Employee Assistance. Following the extension of any offers by SLHA to LSU Personnel, but prior to the Commencement Date, LSU shall arrange for the Louisiana Workforce Commission (“LWC”) to host a job fair at the Facility. SLHA, as well as other public and private sector employers, may conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include (i) the LaChip program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State

Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Personnel with a "Frequently Asked Questions" document regarding the civil service process, retirement benefits and health benefits. SLHA shall establish a reasonable means through which LSU Personnel may apply for positions at SLHA.

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

ARTICLE VI. RESERVED

ARTICLE VII. MASTER COLLABORATIVE AGREEMENT

Section 7.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU and SLHA will enter into a Master Collaborative Agreement ("MCA") to address key operational issues related to the transition of the Hospital from LSU to SLHA in accordance with this CEA. The MCA shall address, without limitation, the mutually agreeable terms, conditions under which:

(a) Professional Services. SLHA shall contract with LSU to obtain the services of LSU physicians and related services as determined necessary by SLHA to provide patient care as required by this Agreement;

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

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

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

(f) Medical Records. LSU shall destroy or remove from WOM any and all patient records, including without limitation patient charts, pathology reports, mammograms, laboratory reports and results, imaging studies and other patient care records, which as of the Commencement Date are due to be removed or destroyed in accordance with LSU's patient recordkeeping policies or other similar record purging policies (the "Expired Records"). The MCA will provide that during the Term SLHA will become the custodian of WOM's patient records, other than the Expired Records, and will maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements.

ARTICLE VIII.
LSU REPRESENTATIONS AND WARRANTIES

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

Section 8.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana.

Section 8.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms, and, upon the execution and delivery by LSU of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms. LSU's Board of Supervisors has authorized the execution and delivery of this Agreement and such other documents to which it is a party and the performance of all of LSU's obligations hereunder and thereunder. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 8.2(a).

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

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

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

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

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

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise materially and adversely affect the Hospital without the prior written consent of an authorized representative of SLHA.

Section 8.3 Employee Benefits. To LSU's Knowledge, all of its Benefit Plans, to the extent that they would meet the definition of employee benefit plans under Section 3(2) of ERISA and employee health or welfare benefit plans as defined in Section 3(1) of ERISA, qualify as governmental plans as defined and provided by Sections 4(b)(1) and 3(32) of ERISA, and all Benefit Plans have been administered in accordance with applicable law in all material respects, to the extent such Benefit Plans are established and administered by LSU. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, SLHA incurring any Liability for any Benefit Plan of LSU or to

any employee of LSU with respect to such Benefit Plan of LSU, to the extent such plans are established and subject to administration by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 8.4 Validity. LSU will take all corporate actions necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by LSU and the consummation of the Contemplated Transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LSU and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the organizing, establishing or similar governing documents of LSU, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which LSU is a party or by which LSU is bound.

Section 8.5 Other Approvals. To LSU's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which set forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LSU's valid execution, delivery, and performance of this Agreement, and the consummation of any

Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of this Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 8.6 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated WOM in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last seven (7) years.

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

(b) Medicare/Medicaid Participation. WOM and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the

lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider.

(c) Joint Commission. WOM is duly accredited by the Joint Commission ("JC"). LSU has made available to SLHA copies of the most recent JC accreditation survey report and deficiency list for WOM, together with WOM's most recent statement of deficiencies and plan of correction. Except as set forth on Schedule 8.7(c), WOM has not received written notice of any threatened, pending or likely revocation, early termination, suspension or limitation of any such accreditation.

(d) Fraud and Abuse. To LSU's Knowledge, neither WOM nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a

person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at WOM.

Section 8.7 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 8.8, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting WOM, or any LSU Personnel.

Section 8.8 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel have been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are "qualified state health care providers" as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under DOA's professional liability insurance administered through the Office of Risk Management. To LSU's Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the

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

Section 8.9 Taxes.

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

(b) WOM is exempt from Federal income tax pursuant to, and WOM is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned

exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of WOM.

Section 8.10 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 8.11 Breach. Any damages or other amounts payable by LSU as a result of a breach of any representation or warranty contained in this Article VIII are contingent obligations and shall be subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and the availability of funds following Legislative appropriation.

ARTICLE IX. STATE'S REPRESENTATIONS AND WARRANTIES

The State represents and warrants that the statements contained in this Article IX are correct and complete as of the Effective Date.

Section 9.1 Organization and Standing. The State of Louisiana has full power and authority to perform its obligations under this CEA. DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority to act on behalf of the State in performing its obligations under this CEA, if any.

Section 9.2 Enforceability; Authority; No Conflict.

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

or department heads, has the power and authority to execute and deliver such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, subject only to oversight by the Legislature and the Legislative Auditor.

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

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

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

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

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

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

otherwise have a Material Adverse Effect on WOM without the prior written consent of an authorized representative of SLHA.

Section 9.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, SLHA incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 9.4 Legal Proceedings; Orders. To the State's Knowledge, there is no Order to which the State or DOA, is subject that would limit or affect the State's or DOA's ability to enter into this Agreement or consummate the Contemplated Transactions, other than Executive Order BJ 08-29.

Section 9.5 Other Approvals. To the State's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which set forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with the State's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29..

Section 9.6 Full Disclosure. No representation or warranty made by the State in this Agreement contains or will contain any untrue statement of fact or omission of fact necessary to make the statements contained herein or therein not misleading.

ARTICLE X.
SLHA REPRESENTATIONS AND WARRANTIES

SLHA represents and warrants that the statements contained in this Article XI are correct and complete as of the Effective Date.

Section 10.1 Organization and Good Standing. SLHA is a nonprofit Louisiana corporation. SLHA is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 10.2 Enforceability; Authority; No Conflict.

(a) SLHA has the corporate right, power and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by SLHA's Board of Trustees and Member. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 10.2(a).

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

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

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

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

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

Section 10.3 Validity. SLHA will take all corporate actions necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by SLHA shall be, duly executed and shall constitute the lawful, valid and binding obligations of SLHA, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by SLHA and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of SLHA and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of SLHA, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction,

judgment or decree of any court or governmental authority or arbitration tribunal to which SLHA is subject, nor will it have a Material Adverse Effect upon (iv) any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which SLHA is a party or by which SLHA is bound.

Section 10.4 Other Approvals. To SLHA's Knowledge, except as otherwise set forth in Schedule 8.5 and Schedule 11.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with SLHA's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 10.5 Compliance with Legal Requirements. To SLHA's Knowledge, SLHA has operated and shall operate in compliance with all Legal Requirements, including Health Care Laws. To SLHA's Knowledge, SLHA has not received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by SLHA or any SLHA Personnel within the last seven (7) years. Without limiting the generality of the foregoing:

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

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

(c) Fraud and Abuse. To SLHA's Knowledge, neither SLHA nor any SLHA Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or

ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. SLHA is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 10.6 Legal Proceedings; Orders. There is no Order to which SLHA is subject that would limit or affect SLHA's ability to enter into this Agreement or consummate the actions contemplated by this Agreement.

Section 10.7 Insurance. In addition to the policies of insurance required under the Master Lease, SLHA will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of SLHA, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to SLHA. As set forth in the Professional Services Agreements between LSU and SLHA, and pursuant to the provisions of R.S. 40:1299.39 and to the extent covered thereby, employees and independent contractors of SLHA who are acting in a professional capacity in providing health care services on behalf of the State, and are acting within the course and scope of their engagement with LSU in providing such healthcare services pursuant to, and within the context of, this Agreement, will be provided professional liability insurance coverage by the State through the Office of Risk Management, and such persons shall be considered as named insureds.

Section 10.8 Full Disclosure. No representation or warranty made by SLHA in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE XI.
ADDITIONAL COVENANTS OF THE PARTIES

Section 11.1 Third Party Consents and Approvals. The Parties will use their best efforts to obtain the Governmental Authorizations set forth on Schedule 11.1.

Section 11.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the Effective Date, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

Section 11.3 Additional Covenants of LSU(a) WOM Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause WOM to: (i) use commercially reasonable efforts to maintain in all material respects the assets, properties, business organizations and current relationships and goodwill with their respective customers, suppliers and payors of WOM and Facility.

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

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

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

(c) Licenses. LSU shall comply with all federal and state laws and take all action necessary to cause WOM to terminate its current hospital license and provider status, including without limitation its Provider Numbers, effective no later than the Commencement Date.

(d) Access to Facility. At all reasonable times prior to the Commencement Date and upon reasonable notice to LSU, LSU shall provide to SLHA access to the Facility to fully complete its due diligence review of all Facility agreements and inspections of the Facility with respect to the physical condition thereof by SLHA and/or by agents or contractors selected by SLHA, and shall have to SLHA's satisfaction and in SLHA's sole discretion effectively transitioned or contracted to engage upon the Commencement Date, sufficient services, supplies, and personnel for the continued operations of the Outpatient Clinics.

Section 11.4 Outpatient Clinics. SLHA shall comply with federal and state laws and take all action necessary to cause the Outpatient Clinics to qualify as and be licensed as off-site clinics of SLHA with provider based status.

ARTICLE XII.

TERM; TERMINATION; DISPUTE RESOLUTION

Section 12.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and continue for ten (10) years (the "Initial Term"). Beginning on the expiration of the fifth (5th) year of the Initial Term and continuing on each annual anniversary date thereafter, (each an "Extension Date"), the then-remaining portion of the

Initial Term shall automatically be extended for an additional one (1) year period so that after the fifth (5th) year of the Initial Term, the Term of this Agreement shall be a Rolling Five-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if LSU or SLHA provides the other Party written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that such Party does not intend to extend the Term of the Agreement.

Section 12.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 12.2. Except as otherwise provided in this Agreement, any early termination of this CEA shall be subject to the Wind Down Period provided in Section 12.9. Subject to the foregoing, this CEA may terminate prior to the expiration of the Term: (i) upon the mutual agreement of all Parties, (ii) if the Contemplated Transactions have not occurred by the Commencement Date, (iii) if as of the Commencement Date, any representations or warranties of a Party are materially inaccurate, or any covenant of a Party to be performed before the Commencement Date has not been materially performed, or any consents or approvals on Schedule 11.1 have not been received; however, the Parties acknowledge that certain consents and approvals may be pending on the Commencement Date and will not constitute a breach of this Agreement, (iv) without cause by SLHA pursuant to the provisions of Section 12.6, or (v) subject to Parties' good faith participation in the process set forth in Section 12.5 for addressing the following events (each, a "Potential Terminating Breach"):

- (a) Any Party's actions or inactions are contrary to, or not substantially in accordance with the Public Purpose as provided for in Article I.

(b) Termination of the Facility Lease, provided that this Agreement will not terminate upon termination of the Facility Lease if SLHA otherwise expressly agrees in writing to continue to operate the Outpatient Clinics and otherwise fulfill the Public Purpose at an alternative location.

(c) Termination of the Ground Lease, subject to the terms of the Ground Lease.

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

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

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

(g) Any Party shall have liquidated and/or dissolved.

(h) LSU or SLHA is excluded from Medicare or Medicaid.

(i) As determined by a court of competent jurisdiction pursuant to a final, binding, non-appealing judgment, there is a change in (or a new interpretation of) the law or lack of necessary Governmental Authorization or other governmental approval, whether statutory, regulatory or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on

the fundamental relationship of the Parties, and the Parties are unable to agree, following the process in Section 12.5, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection.

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

(k) A material breach of this Agreement by any Party hereto that is not cured pursuant to Section 12.5.

Section 12.3 Other Breaches. All other Breaches shall be Non-Terminating Breaches.

Section 12.4 Process for Addressing Potential Non-Terminating Breaches. This Agreement may only be terminated as set forth in Section 12.2 . The remedies available to a Party if there is a Potential Non-Terminating Breach shall be as follows:

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

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

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

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

Section 12.5 Process for Addressing Potential Terminating Breaches. The remedies available to a Party if there is a Potential Terminating Breach shall be as follows:

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

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

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

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

(d) Termination Right. If the dispute regarding the asserted Potential Terminating Breach is not resolved pursuant to the procedures in this Section set forth above, the non-breaching Party may declare its intent to terminate this Agreement by delivery of written notice of such intent to the other Party (the "Termination Notice") and the Parties shall begin the Wind Down Period as provided in Section 12.9. Such right of termination shall be in addition to any other remedies which the non-breaching Party may have at law, including damages.

Section 12.6 Termination without Cause. Notwithstanding any other provision in this Agreement, SLHA may terminate this Agreement without cause, for any or no reason, upon sixty (60) days' advance written notice to LSU, with such termination to take effect sixty (60) days following SLHA's notice of such termination to LSU, during which time SLHA shall continue to operate the Outpatient Clinics -and New Clinic, as applicable, in accordance with the CEA. In the event of termination under this Section 12.6, SLHA agrees to work with LSU in good faith so

that services then being provided by SLHA pursuant to the CEA may continue following such termination with as minimal disruption as the parties are able to ensure through their mutual good faith efforts.

Section 12.7 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties as soon as possible under the circumstance and in any event within thirty (30) calendar days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a Breach.

Section 12.8 Effects of Termination.

(a) In General. Subject to the Wind Down Period in Section 12.9, if applicable, the following shall apply consistent with the applicable Wind Down Period:

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

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

(iii) SLHA shall vacate facilities owned by LSU.

(iv) The Facility Lease shall terminate.

(v) The Ground Lease shall remain in effect, subject to its terms.

Section 12.9 Wind Down Period. Except in the event of termination under Section 12.6, termination of this Agreement shall be subject to a period of six (6) months, or longer if the

Parties otherwise agree in writing, during which the Parties will transition the services provided hereunder through the Outpatient Clinics, New Clinic, or SLHA facilities, as applicable, in an orderly fashion to assure the Public Purpose continues to be satisfied (the "Wind Down Period"). The Wind Down Period shall begin on the Wind Down Commencement Date and end on the six-month anniversary of the Wind Down Commencement Date, unless terminated earlier pursuant to the provisions contained in Section 12.6. During the Wind Down Period LSU, DOA, and SLHA will establish a committee consisting of at least six (6) people, consisting of two (2) members appointed by LSU, two (2) members appointed by SLHA, and two (2) members appointed by DOA. The committee shall coordinate and oversee the transition of the services provided hereunder through the Outpatient Clinics, New Clinic, or SLHA facilities, as applicable. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period.

ARTICLE XIII. REMEDIES

Section 13.1 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XII, and for no other reason. Subject to the foregoing, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. Any Party shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the

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

ARTICLE XIV. INSURANCE AND INDEMNIFICATION

Section 14.1 Insurance. In addition to the policies of insurance required under the Facility Lease Agreement and any other documents required in connection herewith, including, without limitation, participation as a qualified health care provider in the Louisiana Patients' Compensation Fund, SLHA will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of SLHA, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to SLHA.

Section 14.2 Indemnification.

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

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 14.2.

(c) Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for

indemnification or otherwise) and will indemnify SLHA for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") incurred by SLHA as a result of (A) a Breach of any representation or warranty by LSU contained in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (B) the actions or failure to act by LSU Personnel, (C) any Breach of any covenant or obligation of LSU in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets prior to the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LSU, and (F) any Employee Plan established or maintained by LSU; provided however, that LSU's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, SLHA notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by SLHA.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State will have liability (for

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

(iii) RESERVED

(iv) Except as otherwise provided in this Agreement, SLHA will have liability (for indemnification or otherwise) for all Damages incurred by LSU or the State as a result of (A) a Breach of any representation or warranty by SLHA, (B) the actions or failure to act by the employees or agents of SLHA, (C) any Breach of any covenant or obligation of SLHA in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by SLHA pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets after the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of SLHA, and (F) any Employee Plan established or maintained by SLHA; provided however, that SLHA's obligation under item (A)

above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU or the State notifies SLHA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU or the State.

(d) Third-Party Claims.

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

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (a) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (b) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide

indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be affected by the Indemnifying Person without the Indemnified Person's Consent unless (x) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (y) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (z) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the

Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its Consent (which may not be unreasonably withheld).

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

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

be made so as to preserve any applicable attorney-client or work-product privilege.

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

ARTICLE XV. GENERAL PROVISIONS

Section 15.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive

amendment, modification, codification, replacement or reenactment of such section or other provision;

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

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

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

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

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

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

Section 15.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 15.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is

terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 15.4 Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 15.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the SLHA CEO with respect to Confidential Information of SLHA or the SLHA CEO with respect to the Confidential Information of SLHA. SLHA and LSU shall disclose the Confidential Information of the other Party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or SLHA, as the case may be, of the obligations of this Article with respect to such information. LSU and SLHA shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the

terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 15.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded

by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

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

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the

Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

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

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes "protected health information" as defined in HIPAA shall be maintained by the Parties in accordance with

the provisions of HIPAA and the Health Information and Technology Act ("HITECH Act") and the rules and regulations promulgated thereunder, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and the HITECH Act and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to SLHA shall remain in the possession, custody and control of SLHA, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU and SLHA consider records of SLHA to be proprietary to SLHA, and, to the extent that SLHA makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, et seq. (the "Public Records Act") which may include documents marked as confidential and/or proprietary to SLHA, LSU will use its best efforts to give notice to SLHA that LSU has received such a public records request prior to producing any documents considered to be proprietary to SLHA, and if such notice cannot be provided to SLHA before LSU is required to produce such documents, LSU shall provide notice to SLHA as soon thereafter as possible. In the event that SLHA objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, SLHA will immediately so notify LSU in writing and take such action as SLHA deems necessary to protect the disclosure of such records.

SLHA will defend, indemnify and hold harmless LSU and its employees, officers, attorneys and agents from and against any costs, expenses, liabilities, attorneys fees, losses, damages, fines and/or penalties resulting from or relating to LSU's failure to produce such documents in response to a public records request.

Section 15.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below:

If to LSU:

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

With a copy to:

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

If to the State:

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

With a copy to:

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

If to SLHA:

Southwest Louisiana Hospital
Association d/b/a Lake Charles Memorial
Hospital
1701 Oak Park Boulevard
Lake Charles, LA 70601
Attention: President and CEO

With a copy to:

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

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

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

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

Section 15.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing,

voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 15.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 12.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 15.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements, including the Original CEA, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter; provided, however, provisions of the Original CEA that are intended to survive its termination shall continue in effect in accordance

with such terms. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, the State, and SLHA.

Section 15.10 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 15.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 15.12 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

Section 15.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 15.14 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 15.15 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 15.16 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 15.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month

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

Section 15.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 15.19 SLHA Not Intended to be a Public Body. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in SLHA being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State and/or public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 15.20 Legislative Auditor. To the extent required by law, it is hereby agreed that the State and/or the Legislative Auditor shall have the option of auditing SLHA's accounts which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

Section 15.21 Discrimination Clause. SLHA agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and SLHA agrees to abide by the requirements of the Americans with Disabilities Act of 1990. SLHA agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.



Section 15.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

[Signatures on following page.]


*Signature pages for Amended and Restated Cooperative Endeavor Agreement by and among
Southwest Louisiana Hospital Association;
Board of Supervisors of Louisiana State University and Agricultural and
Mechanical College; State of Louisiana through the Division of Administration; and
Louisiana Division of Administration.*

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

Witnesses:

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

By: 
F. King Alexander, President of
Louisiana State University System
Date: 10/16/14


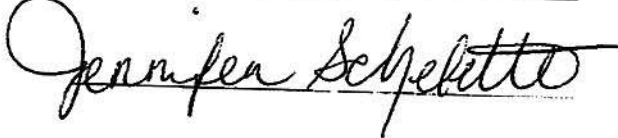
Witnesses:





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

By: 
Kristy Nichols, Commissioner
Date: _____

Witnesses:

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION**

By: 
Date: 10-9-14

APPENDIX I **DEFINITIONS**

"Agreement" or "CEA" means this Amended and Restated Cooperative Endeavor Agreement among the State, LSU, SLHA, and DOA.

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

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

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

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

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

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

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

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

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

"Contemplated Transactions" means a series of transactions involving the Parties to the CEA, including (i) SLHA's lease of the Facility and furniture, fixtures, and equipment, (ii) the purchase of consumable inventory; (iii) transition of the Outpatient Clinics from LSU to SLHA; and (iv) SLHA's support of the clinical missions of the Hospital in accordance with the CEA.

"Core Safety Net Services" means those core health care services that are described in Article III, Section 2.4, and listed on Exhibit 2.4 of this Agreement.

"Cure Period" means a sixty (60) day period of time during which a Party may attempt to cure an asserted Breach; provided however, that this term shall not apply in the context of Section 12.6.

"Damages" shall have the meaning set forth in Section 14.2(c).

"DHH" means the Louisiana Department of Health and Hospitals.

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

"DOA" means the State of Louisiana through the Louisiana Division of Administration.

"DOC" means the Louisiana Department of Public Safety and Corrections.

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

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

"Equipment Lease" means the lease agreement among LSU and SLHA for certain equipment necessary for SLHA's operation of the Outpatient Clinics.

"ERISA" means the Employee Retirement Income Security Act of 1974.

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

"Facility" means the current facilities located in Lake Charles, Louisiana in which the Hospital and its clinics are operating.

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

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

"Governmental Agencies" means any United States or Louisiana agency or instrumentality.

"Governmental Body" or "Governmental Bodies" means any:

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

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

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

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

"Hospital" means W.O. Moss Regional Medical Center in Lake Charles, Louisiana.

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

"Indemnifying Person" means the Person obligated to indemnify another Party under this Agreement.

"Indigent Care Services" means health care services provided to persons whose annual income is below the federal poverty level..

"IRC" means the Internal Revenue Code.

"Joint Commission" or "JC" means The Joint Commission responsible for accreditation of hospitals and other health care organizations.

"Knowledge" means an individual will be deemed to have Knowledge of a particular fact or other matter if:

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

"Layoff Plan" means the layoff plan filed by LSU with the Louisiana Civil Service Commission regarding the layoff of LSU Personnel.

"Leased Premises" means all property set forth in the Facility Lease attached as Exhibit 3.1 of this Agreement.

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

"Legislature" means the Senate and House of the Louisiana Legislature.

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

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

"LSU Personnel" means the Hospital employees to be laid off as LSU employees as of the Commencement Date, subject to the approval of the Louisiana Civil Service Commission.

"Master Collaboration Agreement" or "MCA" means the agreement among LSU and SLHA addressing matters related to the Contemplated Transaction and involving ancillary agreements pertaining to same.

"Facility Lease Agreement" means the lease agreement among LSU and SLHA for the Facility and any other properties described in the lease agreement attached as Exhibit 3.1 of this Agreement.

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

"Medically Indigent" means any person whose income is below two hundred percent of the federal poverty level and who is uninsured.

"New Clinic" shall have the meaning as set forth in Section 3.2.

"Office of Risk Management" means the Office of Risk Management within the DOA.

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

"Original CEA" means that certain Cooperative Endeavor Agreement, effective June 24, 2013 to which the Parties were parties.

"Party" or "Parties" means LSU, SLHA, the State, and DOA.

"Permitted Joint Venture" means a joint venture or partnership entered into by SLHA that does not result in a change of control of SLHA, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA.

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

"Potential Terminating Breaches" means those asserted Breaches that may result in termination of the CEA if not cured pursuant to the process provided in Article XII, Term and Termination.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator. "Required Funding" means the level of funding described in Article VII.

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

"Public Purpose" means the purpose the Parties seek to accomplish through this Cooperative Endeavor Agreement, specifically, to create an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State: (i) as a site for graduate medical education, capable of competing in the health care marketplace, with the goal of enriching the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations, and (iii) by focusing on and supporting the Core Services necessary to assure high quality medical education training and access to Safety Net Services.

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

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

"SLHA" means Southwest Louisiana Hospital Association.

"State" means the State of Louisiana.

"Termination Notice" means written notice by a non-breaching Party to the other Parties of the non-breaching Party's intent to terminate this CEA.

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

"Third Party Consents" means those consents or approvals needed from third parties as set forth on Schedule 11.1.

"Wind Down Commencement Date" means Wind Down Commencement Date on which the Wind Down Period commences. This date shall be the date on which a written notice to terminate this Agreement is received by the non-terminating Party, provided however, that the Cure Period, Consultative Process and executive level discussions, as applicable or required, have ended without resolution.

"Wind Down Period" shall have the meaning as set forth in Section 12.9.

Exhibit 2.4

CORE SAFETY NET SERVICES

1. Emergency Room services
2. Inpatient hospital services
3. Outpatient primary care services
4. HIV outpatient clinic
5. Outpatient Imaging, Laboratory and Other Diagnostic Services
6. Outpatient infusion chemotherapy
7. Outpatient pharmacy, including 340b and Patient Assistance Programs
8. Mental Health for HIV patients