

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

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

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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.

WHEREAS the state-wide public hospital system is financially

compromising LSU's and the State's ability to provide medical education opportunities, a full

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

MEMORANDUM FOR THE DIRECTOR

[REDACTED]

including the cessation of inpatient and emergency room services in accordance with I.A.D.C.

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

WHEREAS [REDACTED]

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 underserved [REDACTED]

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

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

[REDACTED]

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 medical services to DOC patients.~~

[REDACTED]

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, availability, resources and other factors.~~

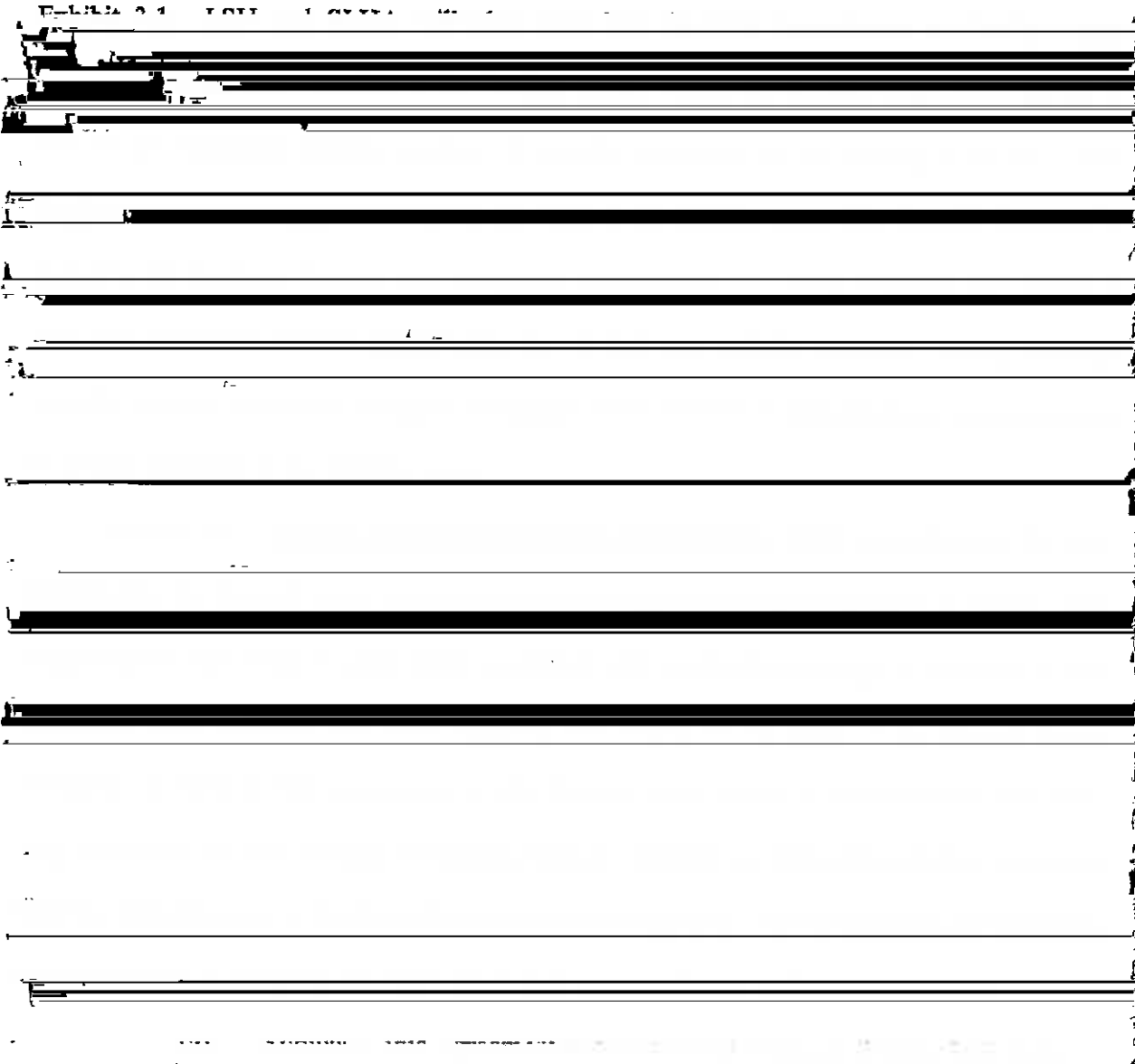
RESERVED

Section 2.5

Section 2.6 HIV Care SLHA will provide HIV care and services

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



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"),

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 described in the Ground Lease. [REDACTED]

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

[REDACTED]

ARTICLE V.
ASSIGNMENT AND SURRENDER

[REDACTED]

(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

[REDACTED]

(d) Employee Assistance. Following the extension of any offer by SLHA to

[REDACTED]

LSU Personnel but prior to the Commencement Date, SLHA

[REDACTED]

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

[REDACTED]

reasonable means through which LSU Personnel may apply for positions at SLHA.

**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

[REDACTED]

(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

ARTICLE VIII
LSU REPRESENTATIONS AND WARRANTIES

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

[REDACTED]

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 authority of the Board of Supervisors;

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 SIUA to become subject to any of the following:

[REDACTED]

the payment of any Liability of LSU; or

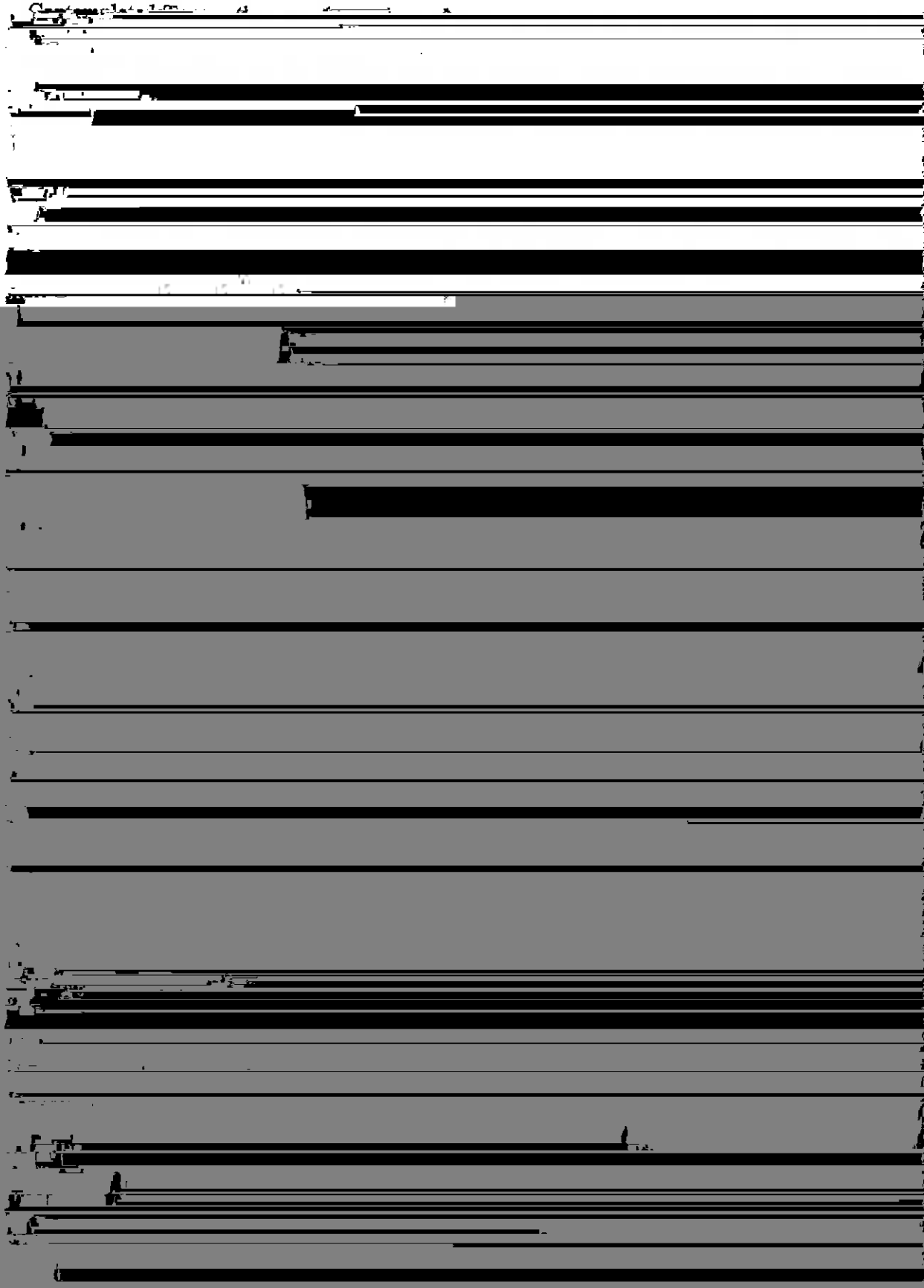
(c) LSU warrants that it will not take any action that would result in

[REDACTED]

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 8.1 Validity of COBRA



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

(b)(7)(C) LSU has made available to SIHA copies of the most

[REDACTED]

survey report and deficiency list for WOM together with WOM's most recent

[REDACTED]

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 ISI's services provided at WOM

operations of LSU, with such limits and other terms of coverage as are commercially reasonable

for an academic medical center similar to [REDACTED]

Taxes. [REDACTED]

Section 8.9

(a) With respect to WOM, LSU has, to its knowledge, filed all federal state

promotions held by CITY OF MONROE, LA. (11/11/11)

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.~~

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;

[REDACTED]

(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 of

[REDACTED]

Employee Benefits. No

Legal Proceedings. Orders.

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 on the part of the State. [REDACTED]

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.

[REDACTED]

(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

[REDACTED]

Authorization that is held by SLHA.

(c) SLHA warrants that it will not take any action, fail to take any action

[REDACTED]

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

[REDACTED]

(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 of its

[REDACTED]

ordering any good, facility, service or item for which payment may be made in whole or
in part by Medicare or Medicaid. STHA is not a contract.

[REDACTED]

Agreement or similar settlement, compliance or oversight agreement with any
Governmental Body.

Section 10.6. Legal Proceedings. All

[REDACTED]

ARTICLE XI.

Section 11.1 Third Party Consents and Approvals

[REDACTED]

efforts to obtain the Governmental Authorizations set forth on Schedule 11.1.

[REDACTED]

- (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 other interest in the property

[REDACTED]

ARTICLE XII
TERM; TERMINATION; DISPUTE RESOLUTION

[REDACTED]

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 LSII or SIHA provides the other Party with the information...

Agreement.

[The remainder of the page contains multiple lines of text that are almost entirely obscured by heavy black redaction bars.]

(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

[REDACTED]

Lease.

[REDACTED]

Purpose at an alternative location.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the fundamental relationship of the Parties, and the Parties are unable to agree, following

[REDACTED]

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

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

[REDACTED]

Breaching Party shall be entitled to Cure Period commencing on [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Right to Legal Remedies for Non-Terminating Breaches: No Termination

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.

detailed description of the basis for such Breach and the non-Detection Date:

[REDACTED]

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~~

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~~

Parties otherwise agree in writing during which the Parties will transition the same to the

[REDACTED]

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

[REDACTED]

strict performance of any of the covenants of this Agreement or to exercise any option herein

[REDACTED]

**ARTICLE XIV.
INSURANCE AND INDEMNIFICATION**

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

Section 14.1 Insurance. In addition to the policies of insurance required under the Facility Lease Agreement and any other documents required in connection herewith, including,

[REDACTED]

(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,

[REDACTED]

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 to a Breach

[REDACTED]

to a Breach resulting from fraud in which case a claim may be made at any time

[REDACTED]

above shall only apply if, other than with respect to a Director, the Person entitled to indemnity is a Person who is a Director of the Company at the time of the act or omission giving rise to the claim.

(d) Third-Party Claims.

(i) Promptly after receipt by a Person entitled to indemnity

under this Agreement for a Third-Party Claim, the Person entitled to indemnity shall provide to the Company a copy of the claim and all documents and information in the Person's possession, custody or control that are necessary or appropriate to enable the Company to defend, settle or otherwise resolve the claim. The Person shall also provide to the Company a copy of any correspondence or communication with the claimant or any other Person in connection with the claim, and shall cooperate with the Company in its defense, settlement or resolution of the claim.

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 for

1.

[REDACTED]

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

[REDACTED]

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 consent shall be in writing).

[REDACTED]

indemnification under this Article: (A) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully

[REDACTED]

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;

(h) reference to any Person includes such Person's successors and assigns;

[REDACTED]

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) "as used in the inclusion" " " "

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

[REDACTED]

terms and conditions of this Article: and (iii) be responsible and liable for any Breach of

[REDACTED]

(b) Exceptions. Section 15.5(a) does not apply to that part of the Confidential

Information of a Disclosing Party that is Disclosed to a Receiving Party in accordance with the terms and conditions of this Article: and (iii) be responsible and liable for any Breach of

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

[REDACTED]

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

Confidential Information covered by such protections and privileges [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

The provisions of LITDA A and 45 CFR 101.110, etc. are hereby incorporated by reference into this contract.

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

14. [REDACTED]

15. [REDACTED]

16. [REDACTED]

17. [REDACTED]

18. [REDACTED]

19. [REDACTED]

20. [REDACTED]

21. [REDACTED]

22. [REDACTED]

23. [REDACTED]

24. [REDACTED]

25. [REDACTED]

26. [REDACTED]

27. [REDACTED]

28. [REDACTED]

29. [REDACTED]

30. [REDACTED]

31. [REDACTED]

32. [REDACTED]

33. [REDACTED]

34. [REDACTED]

35. [REDACTED]

36. [REDACTED]

37. [REDACTED]

38. [REDACTED]

39. [REDACTED]

40. [REDACTED]

SLHA will defend, indemnify and hold harmless LSU and its employees, officers,
attorneys and agents from and against any costs, expenses, liabilities, attorney fees,

losses, damages, fines and/or penalties resulting from or relating to EOPs failure to

If to SLHA:

With a copy to:

Southwest Louisiana Hospital
Association d/b/a Lake Charles Memorial

Baker Donelson Bearman Caldwell
& Berkowitz PC

[REDACTED]

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:

[REDACTED]

voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinafter. Process in any Proceeding referred

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.

[REDACTED]

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 _____

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

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

Section 15.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time as and when the circumstances require, execute and deliver to the other Party

[REDACTED]

[Signatures on following page.]

Signature pages for Amended and Restated Cooperative Endeavor Agreement by and among

Southwest Insurance Company, Inc.

[Redacted signature area]

Witnesses:

[Redacted witness area]

Witnesses:

[Redacted witness area]

By: _____
Date: _____

Signature pages for Amended and Restated Cooperative Endowment Agreement

[Redacted Signature Area]

Witnesses:

[Redacted Witness Area]

*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*

[This section contains multiple horizontal lines, likely representing signature lines for the parties mentioned in the header. The lines are mostly blank, indicating that the signature pages are either redacted or the signatures are not legible.]

APPENDIX I

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

"Benefit Plans" means any pension, retirement, or other benefit plan maintained by the State, LSU, SLHA, or DOA.

[REDACTED]

(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, present and future, that are not generally known or ascertainable by the public through diligent and reasonable efforts

"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, condition, restriction, or other interest in real or personal property.

[REDACTED]

"Health_Care_Laws" means all federal, state or local laws, statutes, codes, ordinances, regulations,

and

"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.

"Original CEA" means that certain Comprehensive Economic Recovery Act of 2009

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

Contemplated Transactions, and that is required for its execution.

"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.

EXHIBIT 2.1

LSU CHARITY CARE POLICY

The LSU Policy Number 2525-12 is attached hereto.

**LOUISIANA STATE UNIVERSITY
HEALTH CARE SERVICES DIVISION
BATON ROUGE, LOUISIANA**

POLICY NUMBER: 2525-12

CATEGORY:

[REDACTED]

CONTENT: Medically Indigent Eligibility Determination for LSU-HCSD
Provided Services

EFFECTIVE DATE: September 1, 2002

[REDACTED]

I. STATEMENT OF PURPOSE, SCOPE AND ELIGIBILITY

The LSU-HCSD Medically Indigent Eligibility Determination policy will standardize the

[REDACTED]

II. DEFINITIONS

[REDACTED]

Issued: September 1, 2003
Revised: January 27, 2006
Revised: February 8, 2007
Reviewed/Revised: October 13, 2008
Reviewed/Revised: March 31, 2010
Reviewed: June 1, 2011
Reviewed: May 30, 2012

Policy 2525-12
Page 2525-12.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In case of a minor not claimed as a dependent, such as, new birth or new custody, for

[REDACTED]

indigent eligibility qualification table but may increase the dependent deductions by the patient(s) in question.

Responsible Persons -As used herein, "Responsible Persons" means the patient's parents or guardians if the patient is under the age of eighteen, unless someone else claims the patient as a dependent, in which case it is that person. If the patient is over eighteen, the patient is responsible for his/her contribution based on his/her gross family income and allowed deductions, unless claimed as a dependent, in which case the claimant becomes responsible for the charges toward the cost of care based on the claimant's family income

[REDACTED]

C. Any person who is potentially eligible for medical assistance benefits from any Federal or State program that cannot or refuses to provide evidence of application for

[REDACTED]

G. Patients with Commercial Insurance or Commercial Health Benefit Plan coverage are not eligible for medically indigent eligibility determination due to health plan and legal requirements requiring patients to be billed for their full cost-share portion of the provided services.

However, if the third party coverage does not provide benefits for the hospital services

MEDICAL EXPENSE QUALIFICATION RULE

MEDICALLY INDIGENT ELIGIBILITY QUALIFICATION TABLE (Attachment 1)

condition as a condition precedent to eligibility, or if the policy benefits have been

The gross income and the Federal Poverty Income Guidelines are rounded to the nearest dollar when determining eligibility.

- D. The Medically Indigent Eligibility Determination Table will be revised each year to include the changes in the Federal Poverty Income Guidelines that are published

APPLICABILITY

VII. IMPLEMENTATION

VIII. RESPONSIBILITY

Issued: September 1, 2003
Revised: January 27, 2006
Revised: February 8, 2007
Reviewed/Revised: October 13, 2008
Reviewed/Revised: March 31, 2010

Policy 2525-12

~~2525-12~~

	4	7

Medically Indigent Qualification Table

No. in Family Unit	Gross Monthly Income
1	\$1,861.67
2	\$2,521.67
3	\$3,181.67
4	\$3,841.67
5	\$4,501.67
6	\$5,161.67
7	\$5,821.67
8	\$6,481.67

~~LSUHSCSH 2525-12~~

Issued: September 1, 2003
Revised: January 27, 2006
Revised: February 8, 2007
Reviewed/Revised: October 13, 2008
Reviewed/Revised: March 31, 2010
Reviewed: June 1, 2011
Reviewed: May 30, 2012

Policy 2525-12

7-3-2012

**LSU - HCSD Health System
Medicare Medically Indigent Assets Test**

The table contains several rows and columns, most of which are redacted with black bars. The only visible content is a vertical column of dollar signs (\$) on the right side of the table, with some numbers partially visible next to them. There are also some small black dots scattered throughout the table area.

Performed By _____

Date Performed _____

Issued: September 1, 2003
Revised: January 27, 2006
Revised: February 8, 2007
Reviewed/Revised: October 13, 2008
Reviewed/Revised: March 31, 2010

Policy 2525-12
Page 2525-12.9

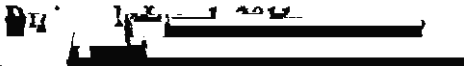


EXHIBIT 2.4

CORE SAFETY NET SERVICES

1. Emergency Room services
2. Inpatient hospital services
3. Outpatient primary care services
4. HIV outpatient clinic (subject to the terms and conditions of Section 2.6 of the CEA)

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT 3.1

FACILITY LEASE AGREEMENT

The form of the Facility Lease Agreement is attached hereto.

**LEASE
(Lake Charles Hospital Site)**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

WITNESSETH

2013 by and between:

~~**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND**~~

7 and La. R.S. 17:3215; and,

optimizes the use of all resources; and,

goals; and,

WHEREAS, LSU and Lessee through their collaboration, desire to provide medical

and the purposes of the CEA; and,

NOW, THEREFORE, in consideration of Lessor's obligation to lease the Leased Premises and Equipment, the rent to be paid by Lessee during the term of this Lease, and the

[REDACTED]

**ARTICLE II.
RENT**

Section 2.1 Quarterly Rent. During the Term, the annual consideration for this Lease is the payment by Lessee to Lessor of a sum equal to \$2,487,000.00, payable in four (4) equal quarterly installments (the "Quarterly Rent") of \$621,750.00 each, with the first

[REDACTED]

Section 2.3 Additional Rent. In addition to the Advance Rent and Quarterly Rent,

Lessor.

Section 2.4 Rent Payments. Except for the Advance Rent which shall be either wired to LSU or actually delivered to LSU in the form of certified funds, on or before June 27, 2013,

all Rent payments by Lessee to Lessor at the following address, until notified differently in

Section 2.5 Adjustments to Quarterly Rent.

(a) The parties agree that as of the end of the fifth (5th) year of the Term and as of the end of every five (5) year period thereafter (each an "Adjustment Date"), the Quarterly Rent may be reviewed and adjusted to the then current fair market value for the rental of the Leased Premises and Equipment and other related values and benefits (the "Fair Market Rental

Value"). The determination of Fair Market Rental Value for the Quarterly Rent shall assume that

Lessor or Lessee may initiate the following procedure to have the Quarterly Rent for the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the two.

[REDACTED]

initiating the foregoing process.

Section 2.6 Net Lease. This Lease is intended to be a net lease, meaning that except

[REDACTED]

ARTICLE III.

[REDACTED]

Section 3.1 Permitted Uses. The Leased Premises and Equipment shall be used and occupied by Lessee solely for medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing ("Permitted Uses"), and for no other purposes without the prior written consent of Lessor. Notwithstanding the fact that hospital use or uses as described above are a "Permitted Use" hereunder, Lessor and Lessee acknowledge and agree that, as of the date hereof, Lessee does not plan to operate the Leased Premises as a hospital or to have active inpatient beds at the Leased Premises.

Lessee will conduct its business on the Leased Premises in compliance with all federal,

[REDACTED]

~~Lessee, or agrees to assume in writing Lessee's obligations hereunder without release of Lessee, all~~

Section 4.2 No Subletting. Lessee, without the prior written consent of the President of the LSU System or his designee (the "Lessor Representative"), which consent shall not be unreasonably withheld, may not sublease or grant any other rights of use or occupancy of all or any portion of the Leased Premises and/or Equipment; provided, Lessee may, with prior written notice to Lessor, but without the consent of the Lessor Representative, grant one or more subleases of or grant any other rights of use or occupancy of all or a portion of the Leased Premises and/or Equipment (collectively "Permitted Subleases") to (1) a nonprofit corporation, or low-profit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity wholly owned or controlled by Lessee, or to any nonprofit entity that is a successor by merger to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee; (2) retail subtenants such as restaurants, drug stores, flower shops, newsstands, brace shops, and

other subtenants which support the operations of the Leased Premises for the Permitted Uses, and which would be routinely housed in similar settings; (3) a third party with which (i) Lessee

~~and (ii) Lessee have an affiliation agreement relating to the healthcare, academic or research~~

and conditions of this Lease, and further provided that such sublessee expressly acknowledges

that the sublessee is not to be held responsible for any sublessee for which such prior written consent of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.3 Lessee Remains Liable. In no event shall any assignment or subletting of all or any portion of the Leased Premises and/or Equipment release Lessee from any obligations under the Lease, unless such release shall be evidenced by Lessor's express written agreement at the time of the assignment or subletting, which agreement may be withheld in Lessor's sole discretion.

**ARTICLE V.
IMPROVEMENTS AND ALTERATIONS BY LESSEE**

Section 5.1 Lessee's Improvements and Alterations.

(a) Lessee shall not make any Major Alteration (defined herein) to the Leased Premises without the prior written approval of Lessor, which approval can be given by the

Lessee Representation or by the Director of Facility Planning in the LSU President's Office and
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DOA, which approval shall not be unreasonably withheld or delayed. In connection with any

Premises: (i) which is structural in nature; (ii) which would materially change the Leased

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Premises exterior appearance or structure limit line (iii) which would materially change or affect

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Major Improvements.

- (c) Before the commencement of any work in excess of One Million Dollars

(\$1,000,000.00) for construction of Improvements, Lessee shall supply Lessor with appropriate

[REDACTED]

DOA.

(d) The rights, responsibilities and obligations of the DOA shall be governed by the provisions of La. R.S. 17:3361, La. R.S. 40:1724, and all other regulatory and statutory authority granted to the DOA with respect to maintenance, repair and/or improvements to public buildings and property.

(e) Upon termination of this Lease for any reason other than a Lessee Event

of Default (as defined in Section 12.1 hereof) in addition to any other amounts that may be due

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

contractor and all subcontractors and materialmen. All Improvements made to the Leased

**ARTICLE VI.
OPERATION, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES**

Section 6.1 Operation. Lessee shall be responsible to procure and maintain all utilities, services and equipment necessary or required for its use of the Leased Premises and Equipment.

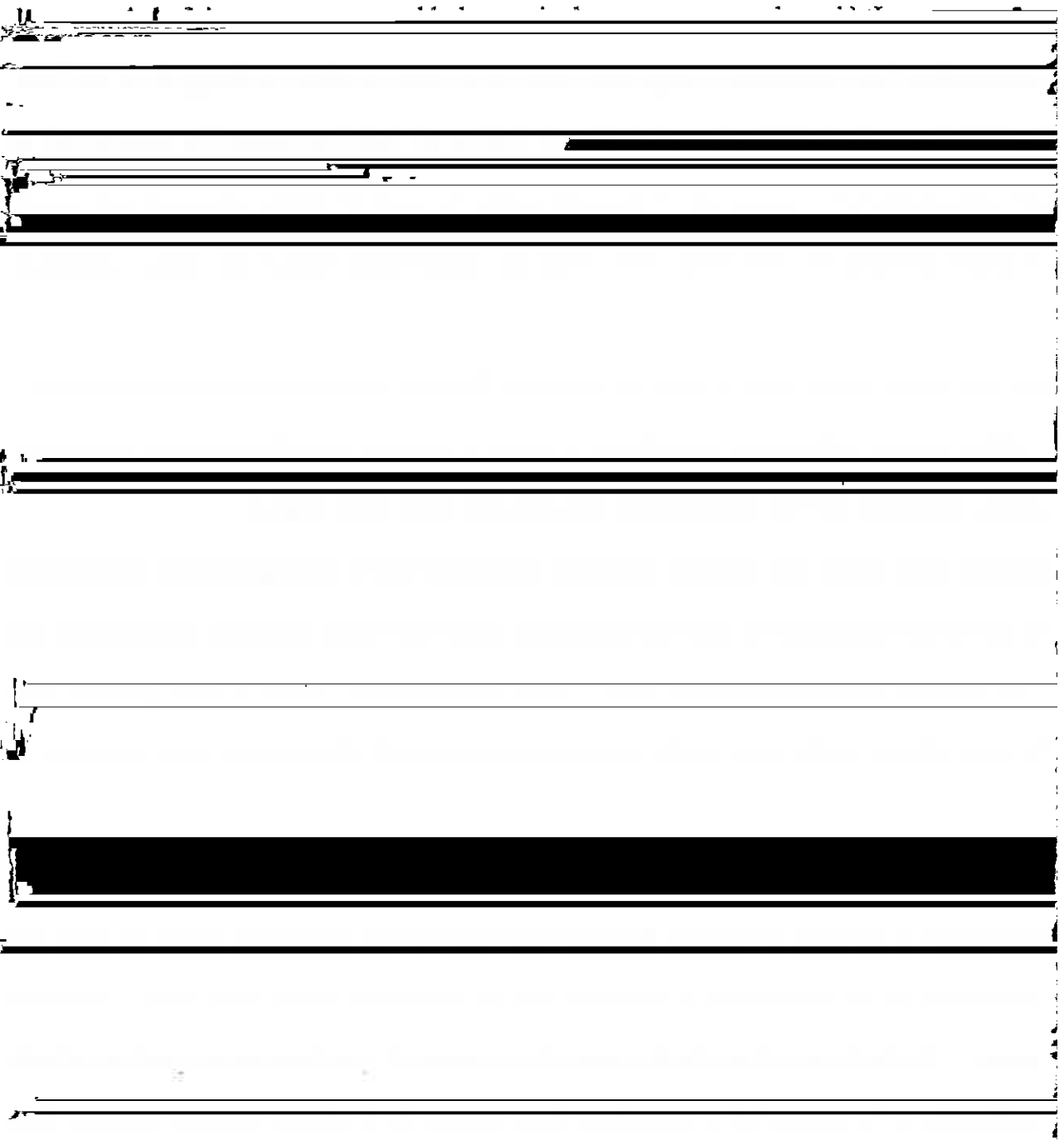
Section 6.2 Use. Lessee shall procure and maintain all licenses, permits and accreditation (if any) required for its use of the Leased Premises and Equipment.

Section 6.3 Maintenance and Repair

(a) Lessee shall, at its sole cost and expense during the Term, maintain the

[REDACTED]

than the quality and class presently located in the Leased Premises. If Lessee fails to commence such maintenance, repairs, restoration, or replacements, within 60 days of receipt of Lessor's notice that such maintenance repairs, restoration, or replacements are necessary (or within such



under this Section.

(c) It is understood and agreed that Lessor shall have no obligation to incur any expense of any kind or character in connection with the maintenance, repair, restoration or

[REDACTED]

otherwise.

(d) Lessee agrees that all Improvements to the Leased Premises constructed by the Lessee pursuant to this Lease shall comply with the requirements of Title 40, Part V, of the Louisiana Revised Statutes "EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC

[REDACTED]

FACILITIES FOR PHYSICALLY HANDICAPPED," more specifically, sections La. R.S. 40:1731 through 40:1744, and any new or modified requirements imposed to make the Leased Premises accessible to persons with disabilities as would be applicable to LSU or to a state agency, all as required for the Leased Premises' actual use from time to time (acknowledging, however, that Lessee does not presently intend to operate a hospital from the Leased Premises

of any Major Alterations to the Leased Premises, the written consent of the Lessor must be obtained prior to the commencement of any work in accordance with Section 5.1 hereof. Lessee

[REDACTED]

[REDACTED]

[REDACTED]

mandated by that Office.

(c) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) Lessee shall have the sole responsibility of all maintenance and repairs to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

maintenance and service on all such operational equipment, including but not limited to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 6.4 Security and Other Services. Lessee shall provide or cause to be

provided all utilities, security service, custodial service, janitorial service, medical waste

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the Leased Premises, in accordance with reasonable and prudent business practices utilized for similar facilities.

**ARTICLE VII.
USE, MAINTENANCE AND REPAIRS OF EQUIPMENT**

~~Section 7.1 Permitted Use Subject to the terms and provisions hereof Lessee may~~

~~use the Equipment solely for the Permitted Use, and for no other purposes without the prior written consent of Lessor. Lessee's use of the Equipment shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish, or municipal government now or hereafter in effect, including all environmental laws and regulations and further including all material orders, rules and regulations of any regulatory~~

lost/stolen Equipment, Lessee may pay to Lessor the replacement cost of said lost/stolen Equipment.

Section 7.4 Damaged Equipment. Whenever Lessee has knowledge or reason to

[REDACTED]

[REDACTED]

Compliance with State Law.

[REDACTED]

promptly notify LSU in writing and shall report such damaged Equipment as required by law. Lessee shall promptly repair all damaged Equipment to substantially the same condition thereof

(iii) The obligation to make a complete physical inventory of the Equipment once each fiscal year as required by La. R.S. 39:324 and Section 313 of Part VII of Title 34 of the Louisiana Administrative Code, and to make annual reports thereof to the Commissioner of Administration and the Legislative Auditor as required by La. R.S. 39:324 and 39:325;

(iv) The obligation to maintain a master file of the agency inventory of Equipment as required by La. R.S. 39:324, and to maintain a property location index which shall be updated from time to time of the location of the Equipment as required by Section 311 of Part VII of Title 34 of the Louisiana Administrative Code.

(v) The obligation to submit property control transmittal forms to the Louisiana Property Assistance Agency on a monthly basis as required by Section 317 of Part VII of Title 34 of the Louisiana Administrative Code.

Coordination Between Lessee and LSU.

J SII shall also assist Lessee in obtaining access to any online tracking and reporting systems and

[REDACTED]

location as designated from time to time by LESSEE. Said notice shall identify the Equipment by its

[REDACTED]

description, tag number and inventory number, shall state where the Equipment is located.

[REDACTED]

or its designee.

Section 7.9 Taxes and Liens. Lessee shall pay as they become due all taxes and

[REDACTED]

shall not allow any part of the Equipment to become and remain subjected to any mechanic's, laborer's or materialman's lien. Notwithstanding the foregoing, Lessee may at its own expense and in its own name contest any such item of tax, assessment, lien, or other governmental charge and, in the event of such contest, may permit the item so contested to remain unpaid during the period of such contest and any appeal therefrom. LSU will cooperate to the extent reasonably necessary with Lessee in any such claim, defense, or contest.

Section 7.10 Waiver and Disclaimer of Warranties. Lessee accepts the Equipment in its "as is" and existing condition, without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of

~~of the Equipment or the State of some for Lessee's purposes or for any other purposes~~

**ARTICLE VIII.
UTILITIES**

Lessee shall arrange and pay for the furnishing of all utilities which are used or consumed

~~[Redacted]~~

consequential damage, or otherwise, for any failure in supply of any Utility Service by the provider of any Utility Service of heat air conditioning elevator service cleaning service

[REDACTED]

**ARTICLE IX.
INSURANCE**

Section 9.1 [REDACTED] Lessee shall secure and maintain or cause to be secured and maintained at its sole cost and expense:

(i) Special form (formerly known as "all risk") property insurance, including loss or damage caused by fire, lighting, earthquake, collapse, sewer backup, vandalism and malicious mischief named storm and flood and storm surge which insurance shall be in an

[REDACTED]

amount not less than \$15,000,000.00, which the parties agree is an agreed upon amount of coverage sufficient to rebuild the entirety of the Leased Premises for Lessee's present intended uses (as opposed to rebuilding the entire facility for its prior hospital uses), without deduction for

Premises and/or the Equipment of not less than \$5,000,000 combined single limit per occurrence. Such limit may be met by means of combining a primary and an umbrella policy. Such

~~comprehensive public liability insurance shall specifically include, but shall not be limited to~~

[REDACTED]

reasonably acceptable to Lessor.

(vi) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State of Louisiana—or any act hereafter enacted as an amendment

[REDACTED]

(vii) Pursuant to the provisions of La. R.S. 40:1299.39, et seq., medical malpractice liability insurance insuring claims arising out of malpractice or negligence occurring

at or related to the Leased Premises and Equipment in an amount not less than \$1,000,000; provided, however, the coverage will be increased to limits reasonably acceptable to Lessor and Lessee if Louisiana law limiting the amount of such Claims is repealed or amended to raise the limits on such Claims. Such limit may be met by means of combining a primary and an umbrella policy.

(viii) If requested by Lessee, and provided that DOA's Office of Risk Management ("ORM") is willing to provide coverage, then Lessor and DOA shall cause ORM to

[REDACTED]

attributable to the facility at risk, said percentage to be determined by ORM. As long as ORM is providing coverage under this subsection 9.1(viii), Lessee is not required to insure the building

Additional Requirements.

(a) All insurance required in this Section and all renewals of such insurance shall be issued by companies authorized to transact business in the State of Louisiana, and rated at least A- Class IX by Best's Insurance Reports or as approved by Lessor (such approval not to be unreasonably withheld or delayed). All insurance policies provided by Lessee shall expressly

provide that the policies shall not be canceled or materially altered without 30 days' prior written notice to Lessor (10 days' in case of non-payment of premium). Lessee may satisfy its obligation under this Section by appropriate endorsements of its blanket or excess insurance policies.

(b) All policies of liability insurance Lessee maintains according to this Lease will name Lessor, its board members, officers, employees and agents, and such other persons as

written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any.

(e) The Parties acknowledge that Lessee and the insurance companies issuing the policies required hereunder shall have no recourse against LSU for payment of premiums or

[REDACTED]

policies.

(f) The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the LSU Insured Parties.

(g) All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

of a Casualty.

Section 9.4 Restoration Obligations. If all or any portion of the Leased Premises or Equipment is damaged or destroyed by a Casualty, Lessee shall, as expeditiously as possible,

[REDACTED]

forth in the CFA. In such event, Lessee shall retain any business interruption or similar

[REDACTED]

[REDACTED]

insurance proceeds other than the property insurance coverage noted above.

~~In the event Lessee is unable to obtain coverage or replace the Lessor's~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE X.
HAZARDOUS MATERIALS**

Section 10.1 Hazardous Materials.

(a) Subsequent to the effective date of this Lease, Lessee shall not allow, cause or permit any Hazardous Materials (as defined below) to be generated, maintained, processed, produced, manufactured, used, treated, released, stored, but not including materials existing in or about the Leased Premises prior to the effective date hereof, or disposed of in or about the Leased Premises by Lessee or its officers, directors, employees, agents, invitees or sub-

[REDACTED]

Control Act, 15 U.S.C. § 2601 et seq., or any other Law regulating, relating to, or imposing

[REDACTED]

(c) Lessee shall promptly notify Lessor in writing, if Lessee has or acquires

[REDACTED]

Materials.

(d) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor at Lessee's sole cost) and hold Lessor, its employees, contractors, and agents harmless

[REDACTED]

(including reasonable attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of Lessee's violation of any of its obligations set forth in Section 10.1.

(e) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to DOA at Lessee's sole cost) and hold DOA and their employees, contractors, and agents harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages; however, Lessee shall not indemnify for consequential

[REDACTED]

of this Lease.

[REDACTED]

termination of this Lease for a period of five (5) years.

**ARTICLE XI.
INDEMNIFICATION**

Section 11.1 Lessee's Indemnification to Lessor. Lessee shall indemnify, defend and hold harmless Lessor and its board members, officers and employees, together with any of their

respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all

Commencement Date.

~~All the covenants, conditions and warranties shall apply to Permitted Uses, as well as~~
uses that are not permitted under this Lease.

Notwithstanding any provision to the contrary contained in this Lease, Lessor acknowledges that the Lessee's obligation to indemnify and hold any Lessor Indemnitees harmless under this Article shall not extend to any loss, damages or other claims to the extent

~~of the Lessee's negligence or willful or wanton misconduct.~~

Section 11.2 Lessee's Indemnification to DOA. Lessee shall indemnify, defend and hold harmless DOA and its officers and employees, together with any of their respective successors and assigns (collectively, the "DOA Indemnitees"), against any and all loss, cost,

~~and reasonable attorneys' fees incurred (including but not limited to actual attorneys' fees and~~

legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is attributable to Lessee's use of, and/or activities on, the Leased Premises and Equipment by Lessee, its officers, agents, employees, invitees, permittees, contractors, or subcontractors.

[REDACTED]

Lessee shall further indemnify, defend and hold harmless the DOA Indemnitees from any and all claims, demands, litigation or governmental action involving the presence or suspected presence of Hazardous Materials on or in the Leased Premises and any violation of any Law, but solely to

[REDACTED]

employees.

Section 11.4 Indemnification. To the extent authorized by Law, DOA will indemnify, defend and hold harmless Lessee and its officers, agents and employees, together with any of Lessee's permitted successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to actual attorneys' fees and legal costs) resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of DOA, officers or employees.

ARTICLE XII.

TAXES, FEES AND LICENSES

Section 12.1 Payment of Taxes. Lessee shall collect (as applicable) and pay to the

_____ and fees which occur during

[REDACTED]

violation.

(c) A court Order for relief in any involuntary case commenced against

[REDACTED]

Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said Order is not vacated within 120 days, or the entry of a decree or order by a court having jurisdiction appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for Lessee or a substantial part of the properties of Lessee or order winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for 120 consecutive days.

(d) Commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted.

(e) Failure to comply with any of the obligations of this Lease (other than

[REDACTED]

Lessee also is given, in writing, notice specifying Lessee's failure and Lessee fails to correct the alleged failure within thirty (30) days following receipt of such additional notice specifying the failure.

**ARTICLE XIV.
DEFAULT BY LESSOR**

Section 14.1 Default. A default by Lessor (herein "Lessor Event of Default") will occur under this Lease if Lessor fails to perform any of its obligations or covenants under this Lease, and such failure is not cured within thirty (30) business days after Lessor's receipt of written notice from Lessee of this failure; however, no Lessor Event of Default will occur if Lessor begins to cure this failure within thirty (30) business days after its receipt of this notice and continues this cure with reasonable diligence for such period as is reasonably necessary to cure the failure.

**ARTICLE XV.
NOTICES**

Any and all notice required or appropriate under this Lease shall be in writing and shall

~~be sent by (a) personal delivery (b) recognized overnight delivery service with proof of delivery~~

addresses:

Lessee: Southwest Louisiana Hospital Association
1701 Oak Park Boulevard
Lake Charles, Louisiana 70601
Attn: President

With a copy to: Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
201 St. Charles Avenue, Suite 3600

Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Executive Vice President for
Health Care

With a copy to: LSU System Office
3810 West Lakeshore Drive



required notices.

**ARTICLE XVI.
MISCELLANEOUS**

Section 16.1 Lessor's Right to Enter Property. Lessor, directly and/or through its

~~agents, reserves the right to enter the Leased Premises during normal business hours (except in~~

the extent of an emergency, when Lessor's entry shall not be limited to normal business hours) to

inspect the property and Equipment, as long as Lessor's inspection does not unreasonably interfere with the operation of the proper function of the Lessee's business. Lessor shall attempt

and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 16.4 Lessor's Consent. In any instance in which a party's consent or approval

is required under this Lease, then, unless specifically stated otherwise in such provision, such

[REDACTED]

Section 16.6 Recordation of Lease. It shall be the responsibility of Lessee to prepare

[REDACTED]

an extract of the Lease, which each party agrees to execute to record in the Office of the Parish Recorder of the Parish of Calcasieu. The form of the Extract of Lease agreement shall require the approval of Lessor. Lessee shall provide Lessor with a certified copy of the recorded Extract of Lease. Recordation of the Extract of Lease shall be at Lessee's expense.

[REDACTED]

agreement.

Section 16.9 Entire Agreement. This Lease, together with all exhibits attached hereto,

[REDACTED]

Section 16.10 Choice of Law. This Lease shall be construed under and in accordance with the Laws of the State of Louisiana, and, in the event of a court proceeding, any such proceeding shall be filed in the Louisiana Nineteenth Judicial District Court

representative of Lessee.

~~Notwithstanding anything to the contrary~~ Notwithstanding anything to the contrary

Section 16.13, ~~Provision of Services~~ Until the expiration of four (4) years after the
furnishings of any services hereunder and in the event the services provided by the parties

Earlier Termination.

period, the parties shall make available, upon written request of the Secretary of the United
States Department of Health and Human Services, or upon the written request of the United
States Comptroller General, or any of their duly authorized representatives, all contracts, books,
documents or records that are necessary to certify the nature and extent of any and all charges,

WITNESSES

Elizabeth Stumil
Printed Name: *Elizabeth Stumil*
Ryan Stumil

STATE OF LOUISIANA, through DIVISION OF
ADMINISTRATION

By: *[Signature]*

[Signature Page for Lake Charles Hospital Site Lease]

Exhibit A
EQUIPMENT



ExhibitB
LEASED PREMISES

Lake Charles Hospital Site

Need

Element

Standard

Sanitary and Other Drainage Systems
(Including all sanitary ware and associated

- Shall function as intended without undue noise and vibration.

Element

Standard

Tree, Shrubs & Hedges

- Trimmed, pruned and/or cut to maintain healthy plant growth and so as to minimize
 - - The risk of crime or vandalism
 - The opportunity for storm wind damage
 - Risk of fire
 - The obstruction of roadways, pathways, car parks, street lighting etc.
- Are secure and safe.
Free from dead or dying branches
Free from litter.
Free from disease and/or aphid infestation
Replaced as and when necessary to maintain appearance

EXHIBIT 3.2

GROUND LEASE

The form of the Ground Lease is attached hereto.

SCHEDULE 8.2

AUTHORIZING RESOLUTION OF LSU BOARD OF SUPERVISORS

The Authorizing Resolution of the LSU Board of Supervisors is attached hereto.

Minutes-Special Board Meeting
May 28, 2013

Cooperative Endeavor Agreement by and among the Board of Supervisors of Louisiana State

[REDACTED]

CERTIFICATE

Carleen N. Smith the duly qualified Administrative Secretary of the Board of Supervisors of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Handwritten Signature]

SEAL

Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed

June 24, 2013 by and among LSU Board of Supervisors, Southwest Louisiana Hospital Association D/B/A

St. Charles Memorial Hospital and the State of Louisiana, Board # _____

[REDACTED]

CERTIFICATE

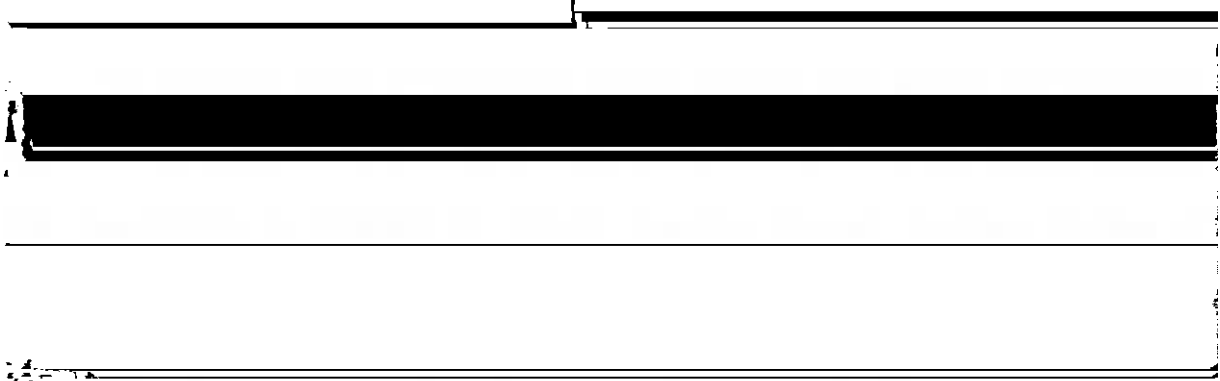
(This section contains faint, illegible text and several thick horizontal black bars, likely representing redacted information or a signature line.)

SEAL

SCHEDULE 8.5

GOVERNMENTAL REVIEW AND APPROVALS

1. The Joint Legislative Committee on the Budget ("JLCB") may review, but need not approve this Cooperative Endeavor Agreement and its schedules and attachments



Schedule 11.1.

SCHEDULE 8.7(c)

**THREATENED, PENDING OR LIKELY REVOCATION, SUSPENSION
OR EARLY TERMINATION OF JOINT COMMISSION ACCREDITATION**

None.

SCHEDULE 8.8

THREATENED OR PENDING PROCEEDINGS AFFECTING OR AGAINST

LSU does not maintain a list of legal proceedings involving the Hospital Defense of such

EXHIBIT 10.2(a)

AUTHORIZING RESOLUTION OF

The Authorizing Resolution of Southwest Louisiana Hospital Association is attached hereto.

BOARD RESOLUTION

STATE OF LOUISIANA

PARISH OF CALCASIEU

On the 20 day of June, 2013, at a meeting of the Board of
Trustees (the, "Board") of Southwest Louisiana Hospital Association, Inc.

[Redacted content]

WHEREAS after careful study of all alternatives available to LCMU the Board of

[REDACTED]

IN WITNESS WHEREOF the Within Organized [redacted]

LCMH:

By: Ulysses Gene Thibodeaux
Name: Ulysses Gene Thibodeaux
Title: Chairman, Board of Trustees

I certify that the above and foregoing constitutes a true and correct copy of part of the minutes of a meeting of the Board of Trustees of Southwest Louisiana Hospital, [redacted]

[redacted]

CERTIFICATE OF RESOLUTION

SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION

d/b/a

CHARLES M. ...

[REDACTED]

ADOPTED BY THE BOARD OF TRUSTEES

THE BOARD OF TRUSTEES MEETING HELD ON SEPTEMBER 10, 2014

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 11.1

[REDACTED]

1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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