

AMENDED AND RESTATED

COOPERATIVE FINANCING AGREEMENT

BY AND AMONG

UNIVERSITY HOSPITAL & CLINICS, INC.;

LAFAYETTE GENERAL HEALTH SYSTEM, INC.;

BOARD OF DIRECTORS OF

[REDACTED]

AND

[REDACTED]

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**AMENDED AND RESTATED
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR

[REDACTED]

[REDACTED]

RECITALS

[REDACTED]

[REDACTED]

WHEREAS, sustainable partnerships among health providers and LSU are necessary to optimize the medical training resources available in the State and to ensure that sufficient

needs of the State;

WHEREAS the State has traditionally relied on a state-wide public hospital system, most

sectors;

WHEREAS LSU owns the hospital building and related facilities (the "Facilities") in

vulnerable populations;

WHEREAS, LGHS is the sole member of UHC and has extensive experience in

[REDACTED]

serves;

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

[REDACTED]

Transactions");

WHEREAS, among other things, this CEA and the Contemplated Transactions will afford LGHS and its Affiliates the opportunity to extend their management abilities and mission to additional hospital facilities serving the Lafayette, Evangeline, Acadia, St. Landry, Jefferson Davis, Vermilion, Iberia, St. Mary, and St. Martin Parishes (collectively, the "Greater Acadiana Region"), access and support a robust clinic infrastructure, create innovative health care delivery

[REDACTED]

and diversify the I GHS system to better serve its patient population and the patient population of

the Greater Acadiana Region;

[REDACTED]

cost-effective health care;

WHEREAS [REDACTED]

SECTION [REDACTED]

WHEREAS [REDACTED]

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

WHEREAS, CMS provides pursuant to the rules at 42 C.F.R. §§ 412.25 – 412.29 – 1.40

[REDACTED]

independent entity;

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

WHEREAS, the Louisiana Constitution in Article VII Section 14 permits the State and

[REDACTED]

ARTICLE I.

STATEMENT OF PUBLIC PURPOSE

Section 1.1 Public Purpose In accordance with Article 7, Section 14 of the Constitution of the State of Louisiana, the Parties enter into this CEA for the public purpose of

[REDACTED]

ARTICLE II.

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. (C) [REDACTED]

Affiliation Agreement ("AAA") that sets forth the terms and conditions upon which UHC and LSU specifically agree and collaborate to strengthen LSU, the Hospital, and their respective programs. The AAA will provide that (i) LSU maintains ultimate authority over its academic

~~programs, policies, and procedures as they directly relate to the LSU faculty, students, and~~
[REDACTED]

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

(a) Academic Autonomy. Subject to the terms of the AAA, LSU will retain

~~discretion to determine how to develop and~~
[REDACTED]

(b) Research Support. The AAA will address a method for determining Hospital support for LSU's research activities, including, without limitation,

~~infrastructure support for funded research grants, access to data, Institutional Review~~
[REDACTED]

Board (IRB) support, and, potentially, upon agreement of UHC or LGMC, Hospital funding of LSU faculty research.

(c) Intellectual Property. The AAA will include provisions...
[REDACTED]

and fellows. Subject to the other terms and conditions of this Agreement, LSU will transfer or assign the Residency Cases and Collaborative Residency Positions to UHC

**ARTICLE III.
COMMITMENTS TO PATIENT CARE**

Section 3.1 Care for the Medical, Pediatric and Uninsured UHC patients (N/A)

[REDACTED]

UHC.

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

[REDACTED]

necessary health care to the patients in the custody of DOC and housed in the Greater Acadiana Region. In the event UHC does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to DOC patients, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and

and in making such decision will consider the community need, patient access, cost, and

[REDACTED]

Community Access Standards.

Section 3.5 Key Service Lines. The parties acknowledge and agree that the clinical

[REDACTED]

comprehensive patient care, but also to the Hospital's mission of providing robust medical education and clinical research experiences. LSU and UHC agree that, subject to the good-faith

[REDACTED]

not able to resolve the issues described in the UHC/K...
[REDACTED]

**ARTICLE IV
FACILITIES AND EQUIPMENT**

[REDACTED]

Master Hospital Lease Term.

**ARTICLE V.
CONSUMABLES AND INVENTORY**

[REDACTED]

**ARTICLE VI.
HOSPITAL EMPLOYEES**

Section 6.1 Employee Matters.

(a) Termination of Employment by LSU. Subject to the exception of this

[REDACTED]

[REDACTED]

[REDACTED]

CEA by all Parties, LSU will file a layoff plan (the "Layoff Plan") with the Louisiana Civil Service Commission that will provide for LSU's Hospital employees ("LSU

[REDACTED]

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

(d) Employee Assistance. Following the extension of any offers by UHC to LSU Personnel, but prior to the Commencement Date, LSU shall arrange for the

[REDACTED]

[REDACTED]

**ARTICLE VII.
[RESERVED]**

**ARTICLE VIII.
MILWAUKEE COLLEGE LABORATORY AGREEMENT**

[REDACTED]

Agreement;

[REDACTED]

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

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

(e) Transition Support Services. UHC shall contract with LSU for certain

services.

**ARTICLE IX.
LSU REPRESENTATIONS AND WARRANTIES**

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

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

Section 9.2 Authority; No Conflict.

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

the grounds of a copy of the authorizing document resolution or meeting minutes or certified

[REDACTED]

subject;

(iii) Contravene, conflict with, or result in a violation or breach of any

[REDACTED]

[REDACTED]

[REDACTED]

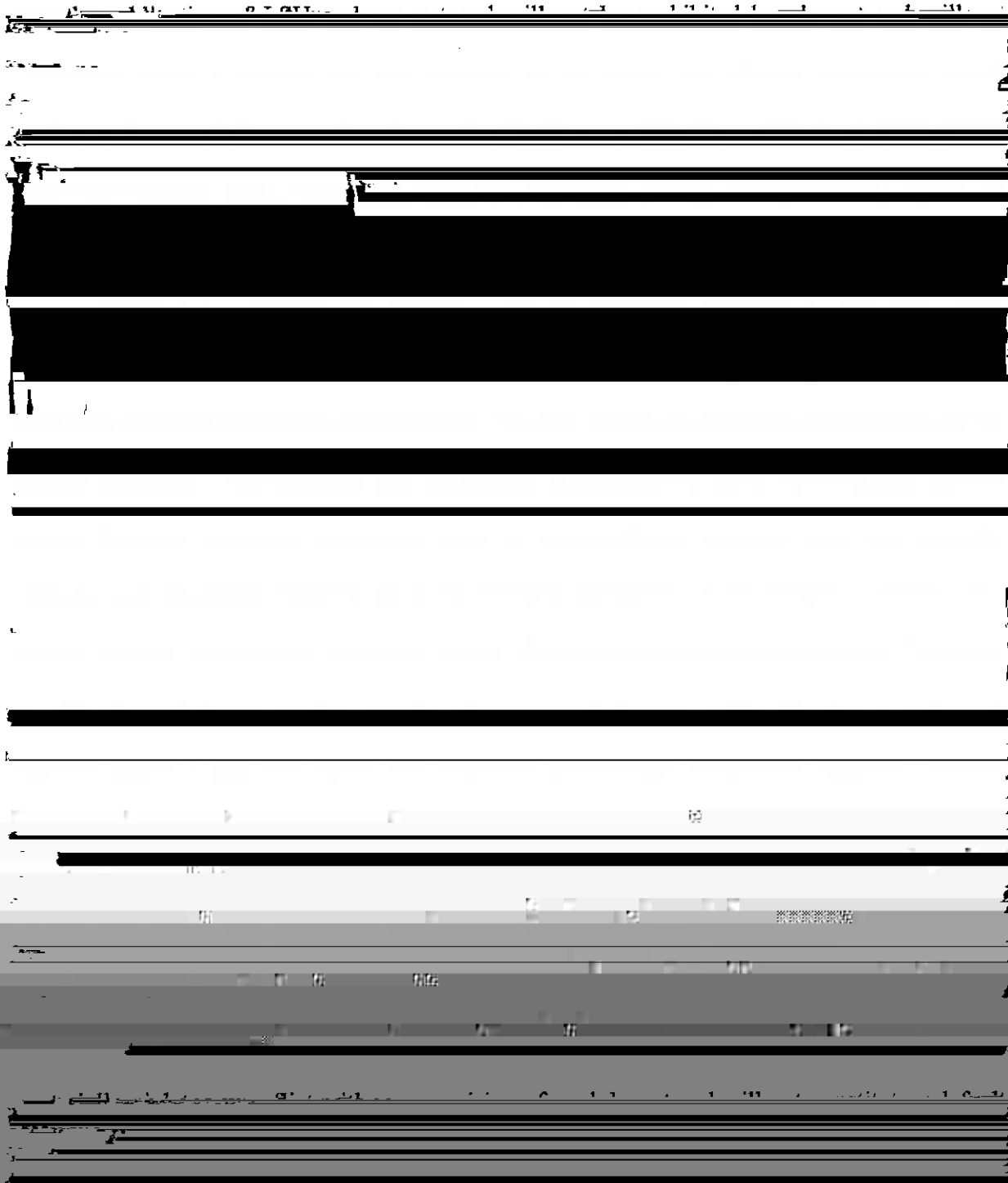
performing the Contemplated Transactions or performing its obligations under this

[REDACTED]

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

Section 9.3 Employee Benefits. To LSII's Knowledge, all of its Benefit Plans, to the

[REDACTED]



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

Section 9.8 Other Approvals. To LSU's Knowledge, except as otherwise set forth in

[REDACTED]

08-29.

Section 9.9 Compliance with Legal Requirements. To LSU's Knowledge, LSU

[REDACTED]

seven (7) years.

(c) [REDACTED]

hospital. LSU has all permits and licenses necessary for the proper operation of the

Hospital and LSU GME Programs including a valid Medicare provider number. The

[REDACTED]

an Excluded Provider.

(c) Joint Commission. The Facility is duly accredited by the Joint

Commission ("JC") with no material deficiencies. LSU is a member of the JC.

[REDACTED]

local statutes or regulations, or which are prohibited by rules of professional conduct,

including the following: (b) [REDACTED]

[REDACTED]

statement or representation of a fact in any application for any benefit or payment: (ii)

Section 9.11 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel have been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are “qualified state

[REDACTED]

Section 9.12 Taxes.

(a) With respect to the Hospital, LSU has, to its Knowledge, filed all federal, state, county, and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school, and personal property tax returns, and such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU’s Knowledge, been paid,

[REDACTED]

Section 10.1 Organization and Standing.

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

(b) DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority act on behalf of the State in

[REDACTED]

Section 10.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of the State through DOA, enforceable against them in accordance with its terms. It is a

[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 applicable to the State or DOA, the right to revoke, withdraw, suspend, cancel, terminate or modify

Plans.

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

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

approvals, qualifications, orders or authorizations of, or filings with, any governmental authority,

[REDACTED]

08-29.

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

**ARTICLE XI.
UHC REPRESENTATIONS AND WARRANTIES**

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

Section 11.1 Organization and Good Standing. UHC is a nonprofit Louisiana corporation. UHC is validly existing and in good standing under the laws of the State of

Louisiana with full power and authority to execute all its obligations and to do all things necessary and proper to carry out its purposes and objectives.

[REDACTED]

Exhibit 11.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or

[REDACTED]

(i) Breach (A) any provision of any of the Governing Documents of

[REDACTED]

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 EUEC

[REDACTED]

and the consummation of the transactions contemplated hereby will not result in the creation of

[REDACTED]

any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

contemplated by this Agreement.

Section 11.7 Insurance. In addition to the policies of insurance required under the

Master Lease, LLC will maintain such other policies of insurance or other systems for [REDACTED]

**ARTICLE XII.
LGHS REPRESENTATIONS AND WARRANTIES**

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

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

[REDACTED]

any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LGHS and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a

[REDACTED]

regulation or rule of any court, regulatory authority, or (iii) any law, statute, rule, regulation,

Table with multiple rows of data, including a section header that reads "Section 106 - Full-Time Employees - All Positions".

08-29.

Table with multiple rows of data, including a section header that reads "Section 106 - Full-Time Employees - All Positions".

**ARTICLE XIII.
ADDITIONAL COVENANTS OF THE PARTIES**

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

Section 13.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the execution of this Agreement, upon request of another Party, take every

[REDACTED]

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

(c) Licenses. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall take all action reasonably within its power and necessary to cause Hospital to continue to maintain its current hospital license and provider status, including without limitation its Provider

Numbers, and will use its best efforts to preserve or cause Hospital to preserve at all times during the Term the Residency Caps and Collaborative Residency Positions, all in

time of such event.

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

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

Section 14.1. Term. This Agreement shall be in full force and effect from the date of execution by both parties for a period of five (5) years, unless terminated or renewed in writing by both parties. This Agreement shall be automatically renewed for successive one (1) year periods unless terminated in writing by both parties at least sixty (60) days prior to the expiration of the term of this Agreement.

Section 14.2. Termination. This Agreement shall be terminated if either party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of written notice from the non-breaching party. The non-breaching party shall have the right to terminate this Agreement immediately upon written notice if the breaching party is insolvent or unable to pay its debts as they become due.

Section 14.3. Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the County of [] State of []. The arbitrator's decision shall be final and binding on both parties.

(b) There is filed by or against any Party a petition or complaint with respect to its own financial condition under any state, federal or other bankruptcy (including without limitation a petition for reorganization, arrangement or extension of debts), or under any other similar or insolvency laws providing for the relief of debtors which

[REDACTED]

[REDACTED]

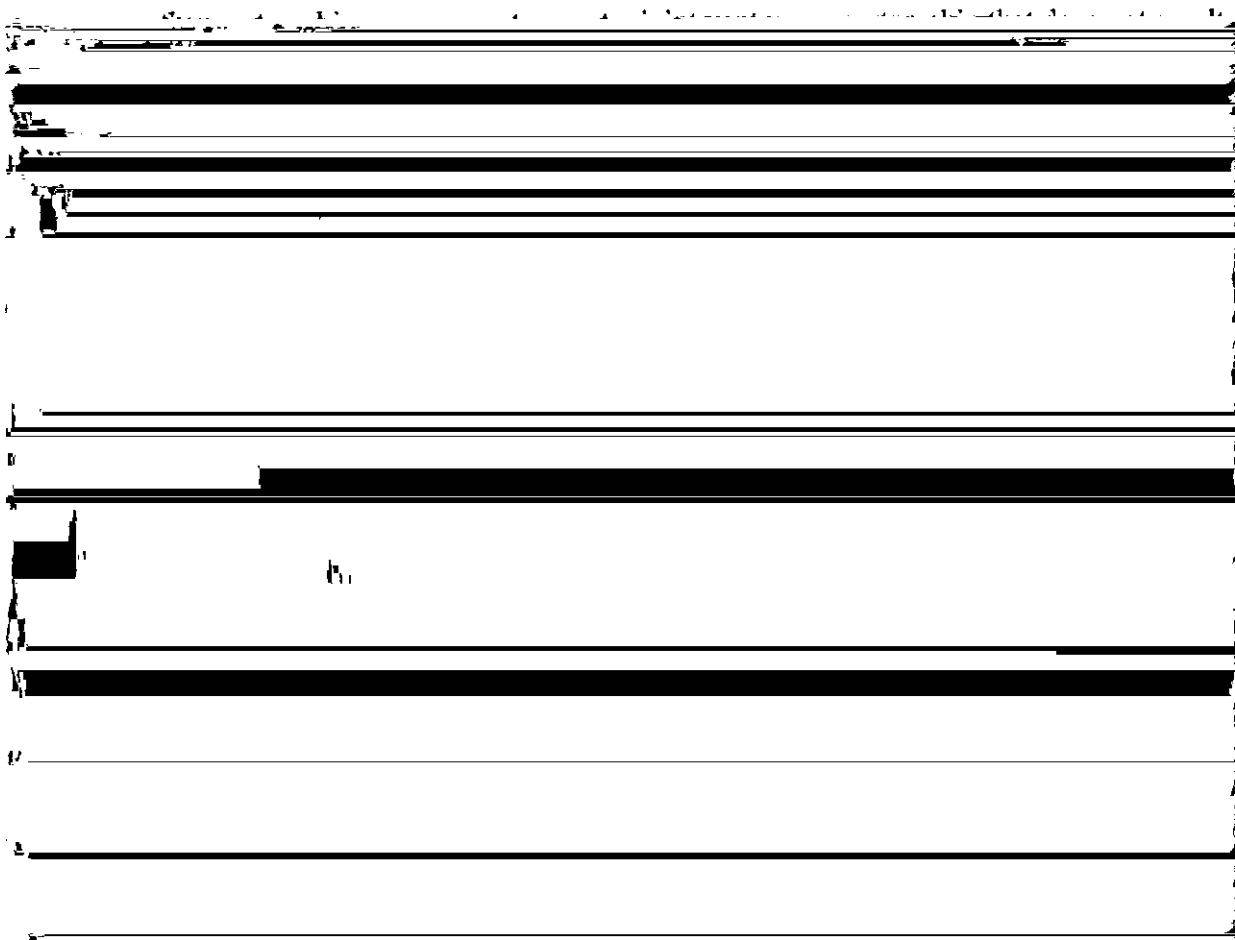
calendar days from the date of filing.

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

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

(i) Termination of the AAA.

(j) Without the consent of LSU, the merger, consolidation, sale or transfer of all or substantially of UHC's assets, or admission of a new member, or the sale of all or a portion of LGHS's ownership interest, or the entering into by UHC of any joint venture





detailed description of the basis for such Breach and the non-Breaching Party's

[REDACTED]

Agreement shall be entitled to a Cure Period to cure the asserted Breach.

(c) Competitive Process. If such Potential Termination Breach is not cured

[REDACTED]

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

(a) Notice and Cure Period. LSU shall provide UHC and LGHS written notice of such Public Purpose Breach, which notice shall include a detailed description of

[REDACTED]

Notwithstanding termination shall be in addition to any other remedies which LSU

patients;

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

(c) UHC shall vacate facilities owned by LSU;

(d) UHC shall vacate facilities owned by LSU;

Section 14.11 Wind Down Period. Except as provided in Sections 14.7 and 14.8, any early termination of this Agreement allowed under Article XIV shall be subject to a period not to exceed six (6) months (the "Wind Down Period"), if applicable, during which the Parties will

[REDACTED]

transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination right under Sections 14.2, any Party may give written notice to the other Parties of its intent to terminate this CFA. The Wind Down Period shall begin two (2) days after the terminating Party

[REDACTED]

or Parties give notice of intent to terminate (the "Wind Down Commencement Date") and end on

[REDACTED]

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

**ARTICLE XVI.
INSURANCE AND INDEMNIFICATION**

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

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

be considered independent contractors of the State.

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

[REDACTED]

interest which may be imposed by a court in connection therewith) court costs

[REDACTED]

[REDACTED]

then known by UHC or LGHS.

(iii) Except as otherwise provided in this Agreement, UHC will have liability (for indemnification or otherwise) for all Damages incurred by LSU, DOA, or the State as a result of (A) a Breach of any representation or warranty by UHC, (B) the actions or failure to act by the employees or agents of UHC, (C) any

[REDACTED]

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

(iv) Except as otherwise provided in this Agreement, LGHS will have liability (for indemnification or otherwise) for all Damages incurred by LSU.

[REDACTED]

DOA, or the State as a result of (A) a Breach of any representation or warranty by LGHS, (B) any Breach of any covenant or obligation of LGHS in this Agreement in any certificate, document, agreement, writing or instrument delivered

[REDACTED]

(d) Third Party Claims

(1) Promptly after receipt by a Person entitled to indemnity under this

[REDACTED]

Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the

[REDACTED]

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.

[REDACTED]

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 (D) the Defendant(s) (such

[REDACTED]

[REDACTED]

**ARTICLE XVII.
GENERAL PROVISIONS**

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to

[REDACTED]

[REDACTED]

becomes compelled in any Proceeding or is requested by a Governmental Body having

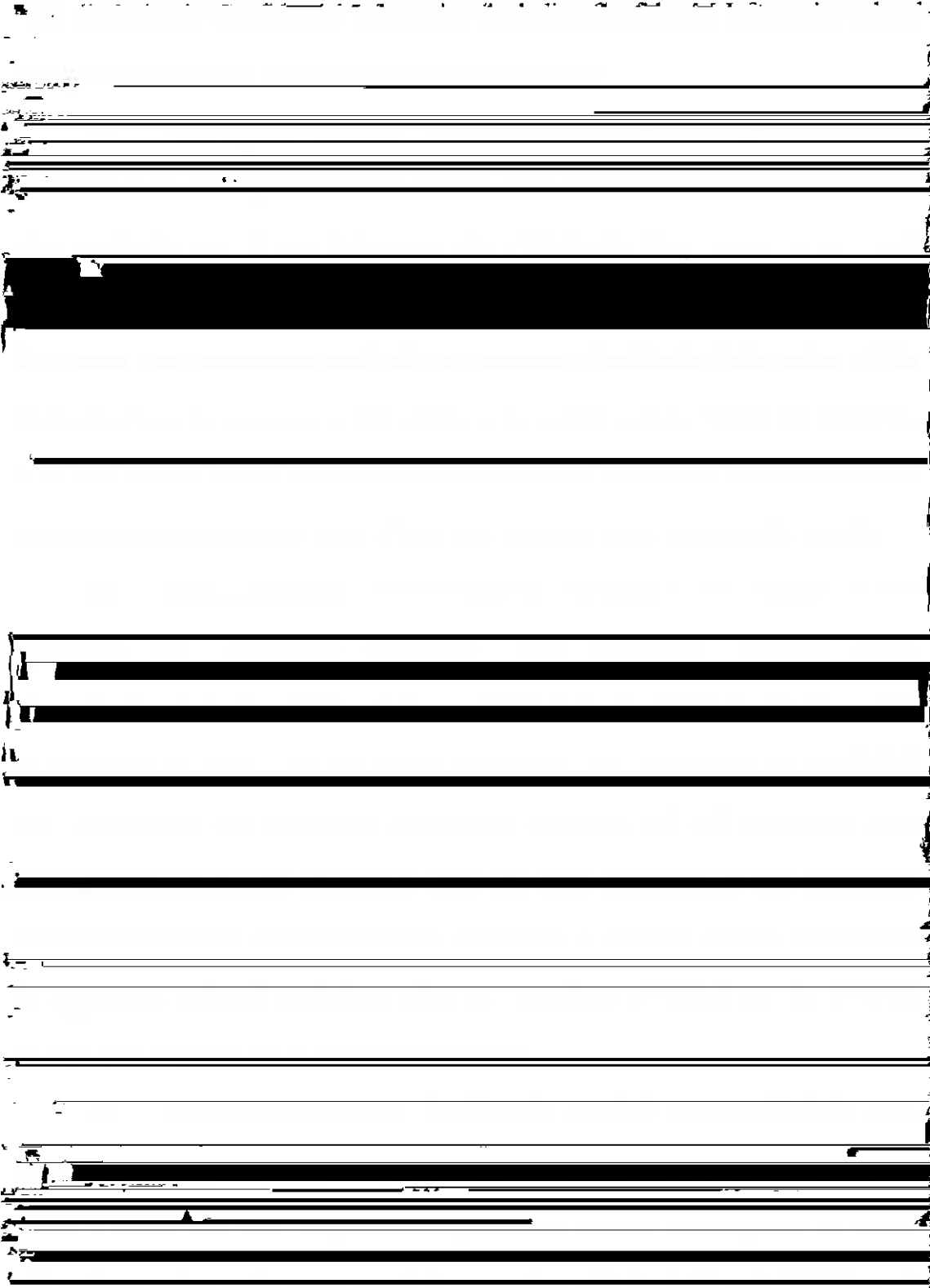
[REDACTED]

list that contains general descriptions of the information it has returned or destroyed to

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



this Agreement. LSU, LGHS, and UHC consider records of LGHS to be proprietary to LGHS, and records of UHC to be proprietary of UHC, and, to the extent that LGHS or UHC makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is

[REDACTED]

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

[REDACTED]

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

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

[REDACTED]

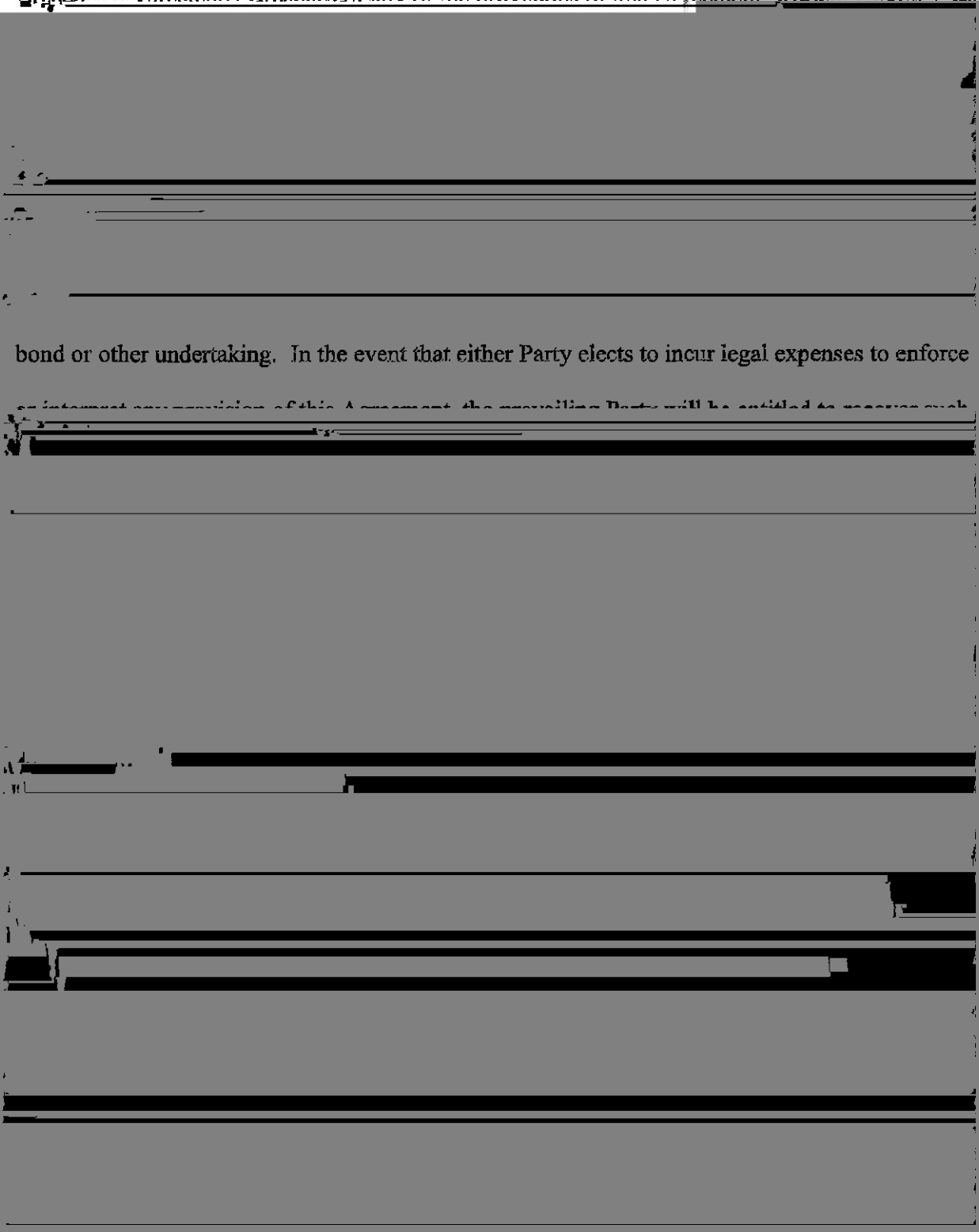
[REDACTED]

[REDACTED]

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

an important provision of this Agreement, the prevailing Party will be entitled to recover such



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

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

Section 17.13 Time of Essence. With regard to all dates and time periods set forth or

[REDACTED]

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

Section 17.16 Compliance with Health Care Laws. This Agreement is intended to

[REDACTED]

Section 17.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the

[REDACTED]

Section 17.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any [REDACTED] its name, symbol, or trademark.

Section 17.19 LGHS and UHC Not Intended to be Public Bodies. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in LGHS or UHC

[REDACTED]

[REDACTED]

Section 17.22 Further Acts and Assurances. Each of the Parties shall, at any time and

[REDACTED]

[Signatures on following page.]



Table 1



██████████

██████████ UNIVERSITY HOSPITAL & CLINIC

██████████

**APPENDIX I
DEFINITIONS**

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

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

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

"Cure Period" means a sixty (60) day period of time during which a Party may attempt to cure an
operated Process; provided however that this term shall not apply in the context of Section 14.7

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

(i) _____ nation state county city town borough village district or other jurisdiction:

(ii) _____

(iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity

Hospital on the Commencement Date as described in Section 3.5.

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

- (i) that individual is actually aware of that fact or matter; or
- (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

“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.

[REDACTED]

- (i) Be a major participant in at least four approved medical residency programs of which at least two of the programs shall be in medicine, surgery, obstetrics and gynecology, pediatrics, family practice, emergency medicine, or psychiatry; or
- (ii) Maintain an intern and resident full-time equivalency of at least twenty filled

[REDACTED]

[REDACTED]

of the CBA if not cured pursuant to the process provided in Article XIV, Term and Termination.

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

[REDACTED]

“Wind Down Commencement Date” means Wind Down Commencement date on which any

[REDACTED]

SCHEDULE 2.1

LSU GME PROGRAMS

The following programs, located at either University Medical Center at Lafayette or

Obstetrics/Gynecology
Anesthesia
Cardiology
Family Medicine
Gastro-Intestinal
Geriatrics
Internal Medicine
Ophthalmology
Orthopedics
Otolaryngology - skull base
Surgery - general

EXHIBIT 3.1
LSU CHARITY CARE POLICY

The LSU Policy Number 2525-11 is attached hereto.

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

POLICY NUMBER: 2525-11

CATEGORY: Patient Accounting Financial Services

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

EFFECTIVE DATE: September 1, 2003
Revised October 21, 2003
Revised June 11, 2004
Revised May 4, 2005

6.15.11
Date

Revised May 4, 2005
Revised January 27, 2006
Revised/Reviewed May 30, 2008
Revised/Reviewed: October 13, 2008
Reviewed/Revised March 31, 2010
Reviewed: June 1, 2011

I. STATEMENT OF PURPOSE, SCOPE AND ELIGIBILITY

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

[REDACTED]

DEFINITIONS

[REDACTED]

Medicines Assets Testing – An analysis performed on the assets presented and

The table contains several rows of data, many of which are redacted with black bars. Visible text includes the title 'Medicines Assets Testing – An analysis performed on the assets presented and' at the top. Below the title, there are several rows of text, some of which are completely obscured by black bars. The redacted areas cover most of the content on the page, leaving only a few lines of illegible text visible.

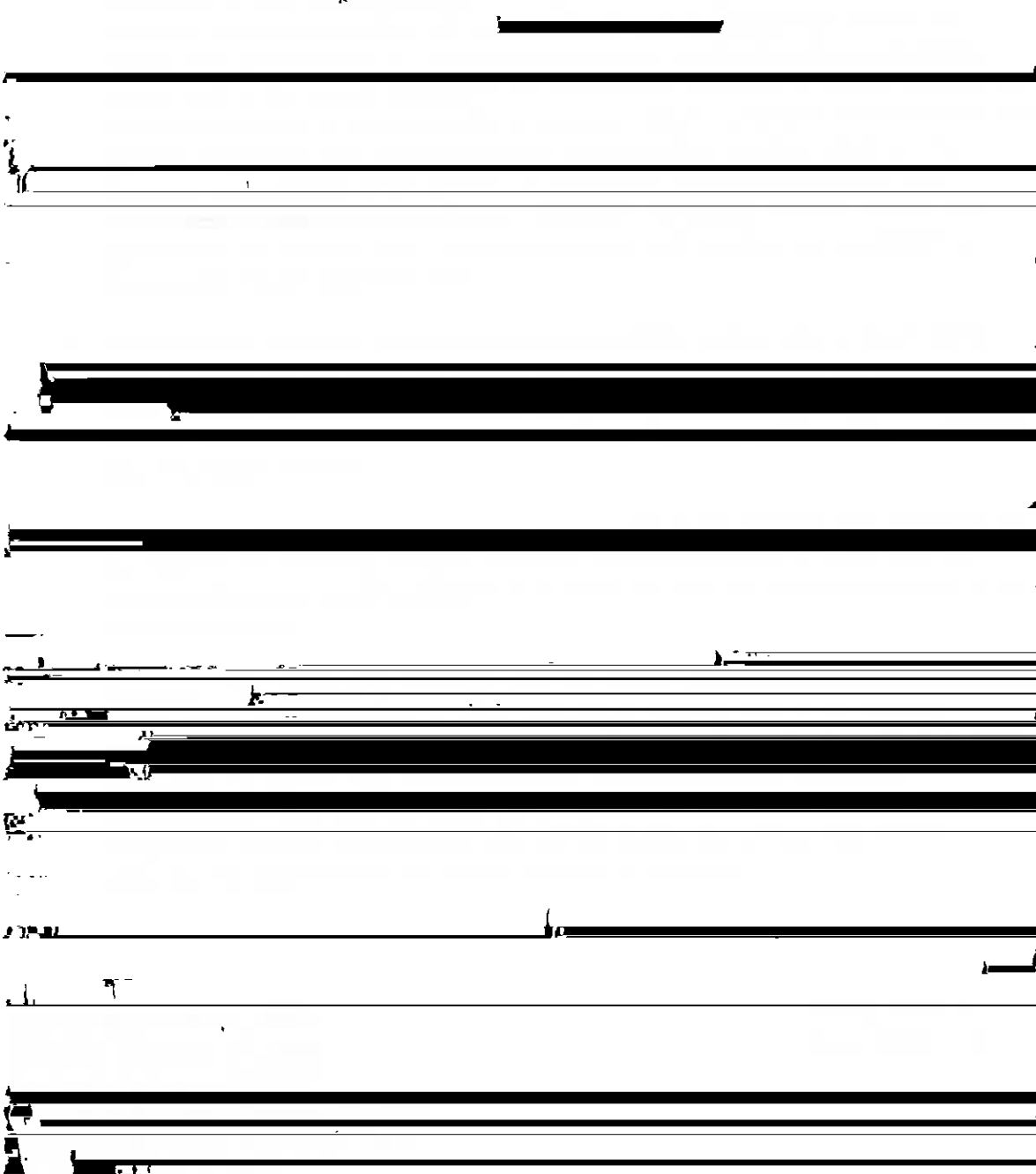
... "Responsible Parties" means the patient's parents

III. REGULATIONS

...

D. Medically indigent eligibility will be determined at registration in accordance with this policy using the current years LSU-HCSD medically indigent eligibility qualification table updated annually by the Federal Government (Attachment 1) based on household gross income and number in the family unit. Eligibility for persons who are self employed will be based on guarantor's income as reflected on the most current year Federal Income Tax Form. The responsible person shall be advised of his responsibility to report any change in the family unit income, employment, composition, etc.

E. In accordance with Medicare regulation: CCH 5239 Indigent or Medically Indigent
Part A (Resident Reimbursement Manual Part 1 312 B) Medicare beneficiaries



IV. MEDICAL EXPENSE QUALIFICATION RULE

A. Self-pay patients may be determined medically indigent eligible by presenting documented previously incurred eligible medical expenses, for the twelve (12) months immediately preceding treatment, from any health care provider, which are equal or above twenty percent (20%) of the gross income of the family unit. Only approved

MEDICALLY INDIGENT ELIGIBILITY QUALIFICATION TABLE (Attachment 1)

APPLICABILITY

VII. IMPLEMENTATION

This policy becomes effective upon the approval and the signature of the CEO of the
[REDACTED] shall become effective on the date the

VIII.

Issued: September 1, 2003

**Policy 2525-11
Page 2525-11.7**

Attachment 1

TABLE 1
MEDICALLY INDIGENT QUALIFICATION TABLE

Category	Income Level	Assets
1		
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Medically Indigent Qualification Table

Medically Indigent Qualification Table
2011 Federal Poverty Guidelines Released January, 2011
Effective date March 1, 2011

Issued: September 1, 2003
Revised: September 27, 2006

Policy 2525-11
Page 2525-11.8

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

Assets – Only the resources or property that are easily convertible to cash and unnecessary for the patient’s daily living. Examples are monies in a: Checking Account, Savings Account, Certificate of Deposit (CD), Cash in a Safety Deposit Box, Stocks, and/or Bonds. IRAs and 401 Ks are excluded until money is removed.

Medicare Assets Testing – An analysis performed on the assets presented and electronically

Date Performed

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

Policy 2525-11
Page 2525-11.9

EXHIBIT 3.4

CORE SERVICES

1. Emergency Room
2. HIV Outpatient Clinic
3. Oncology (including outpatient infusion chemotherapy)
4. Mental Health
5. Outpatient Pharmacy (CAD and Patient Assistance Programs)

EXHIBIT 3.5

A table with a white background and black borders, completely redacted with a thick black horizontal bar across its top and bottom edges. The table structure is otherwise indistinguishable.

EXHIBIT 4.1(a)

MASTER HOSPITAL LEASE

The Master Hospital Lease is attached hereto.

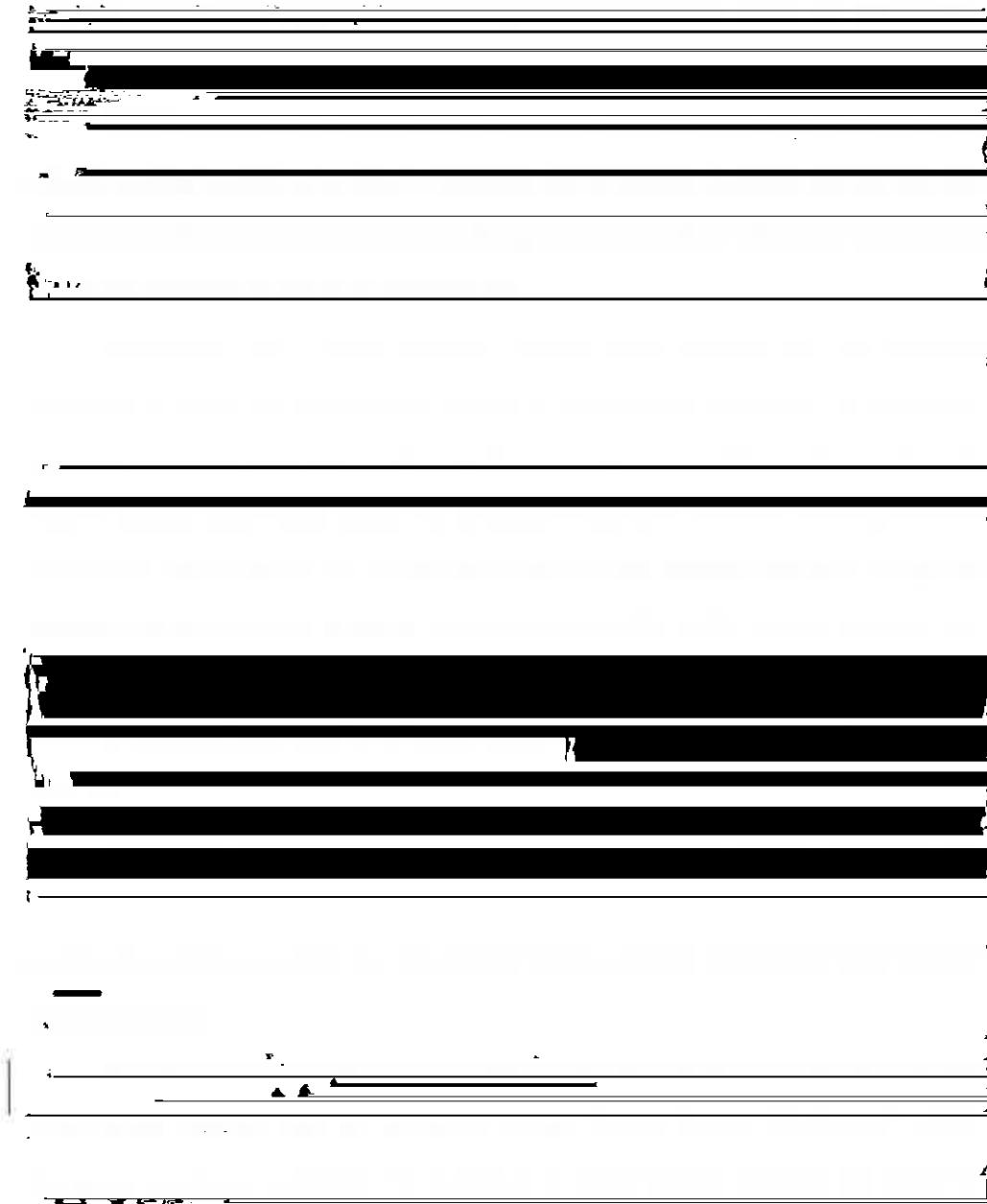
LEASE

[REDACTED]

This contract of Lease ("Lease") is made and entered into effective the 17th day of May, 2013 by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND

[REDACTED]



2390 West Congress Street, Lafayette, Louisiana (the "Leased Premises"), the legal description

[REDACTED]

WHEREAS, the Leased Premises includes hospital, medical office, clinic, ambulatory surgical and other related space which will be leased by Lessor to Lessee together with the

[REDACTED]

WHEREAS, the Lessor has been designated and public records indicate [REDACTED]

[REDACTED]

be unreasonably withheld.

**ARTICLE II.
RENT**

Section 2.1 Quarterly Rent. During the Term, the consideration for the rental of the

[REDACTED]

Section 2.2 Advance Rent. No later than twenty (20) days following execution of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

days after receipt of the invoice, with reasonable description and itemization of the charge, from Lessor.

Section 2.4 Rent Payments. All Rent is payable by Lessee to Lessor at the following address: [REDACTED] Louisiana 70821.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lafayette area and who is a member of the Appraisal Institute (hereinafter, a "Qualified Appraiser"). Each Qualified Appraiser shall make an estimate of the Fair Market Rental Value for the Leased Premises as of the beginning of such five (5) year period. Each party shall notify

[REDACTED]

Rent for the previous five (5) year period shall continue until the third Qualified American has

[REDACTED]

delivered his written Fair Market Rental Value conclusion and report to Lessor and Lessee, and

[REDACTED]

(iv) The fees of the initial two Qualified Americans shall be borne by the

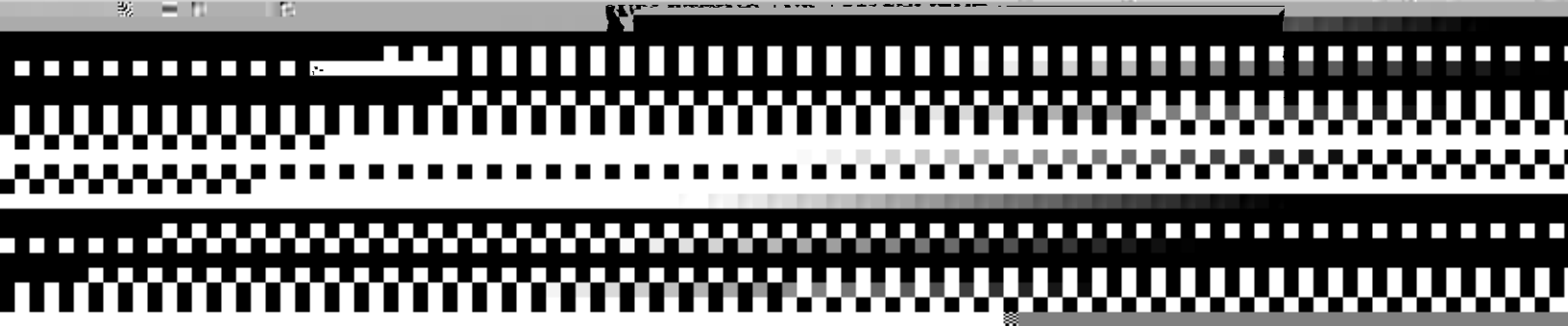
[REDACTED]

the prior written consent of Lessor. Lessee will conduct its business on the Leased Premises in

[REDACTED]

regulations, orders, codes and decrees (herein "Law") and in accordance with the provisions of the CEA, and the original acquisition of the Leased premises by the State of Louisiana, Department of Health and Human Resources, dated January 22, 1981, recorded as File No. 82-001443 in the records of the Clerk of Court of Lafayette Parish, Louisiana.

ARTICLE IV.



Premises and/or Equipment (collectively "Permitted Subleases") to (1) a nonprofit corporation,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

legal entity wholly owned or controlled by Lessee, or to any nonprofit entity that is a successor

business to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

shall be submitted to the Lessor Representative for its prior review and approval, which approval shall not be unreasonably withheld. Any failure of the Lessor Representative to respond within

[REDACTED]

thirty (30) days of receipt of such written request shall be deemed consent. In the event the Lessor Representative disapproves such a request, the Lessor Representative shall give written reasons for such disapproval. Under no circumstances may Lessee sublease any space for any

[REDACTED]

All Improvements shall be made in accordance with La. R.S. 17:3361, et seq. Such

[REDACTED]

adversely impact the structural integrity of the Leased Premises. Approval by Lessor or the Division of any Major Alterations shall not constitute any warranty by Lessor or the Division to Lessee of the adequacy of the design for Lessee's intended use of the Leased Premises. All work performed for or by Lessee shall be subject to and in accordance with all federal state parish

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

written notice to Lessee require that Lessee remove the Major Alteration specified in such notice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

and perform all maintenance, repairs, restorations, and replacements to the Leased Premises.

[REDACTED]

(g) Lessee shall have full and sole responsibility for the condition repair

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] of the [REDACTED] shall be [REDACTED] that Lessee shall not [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

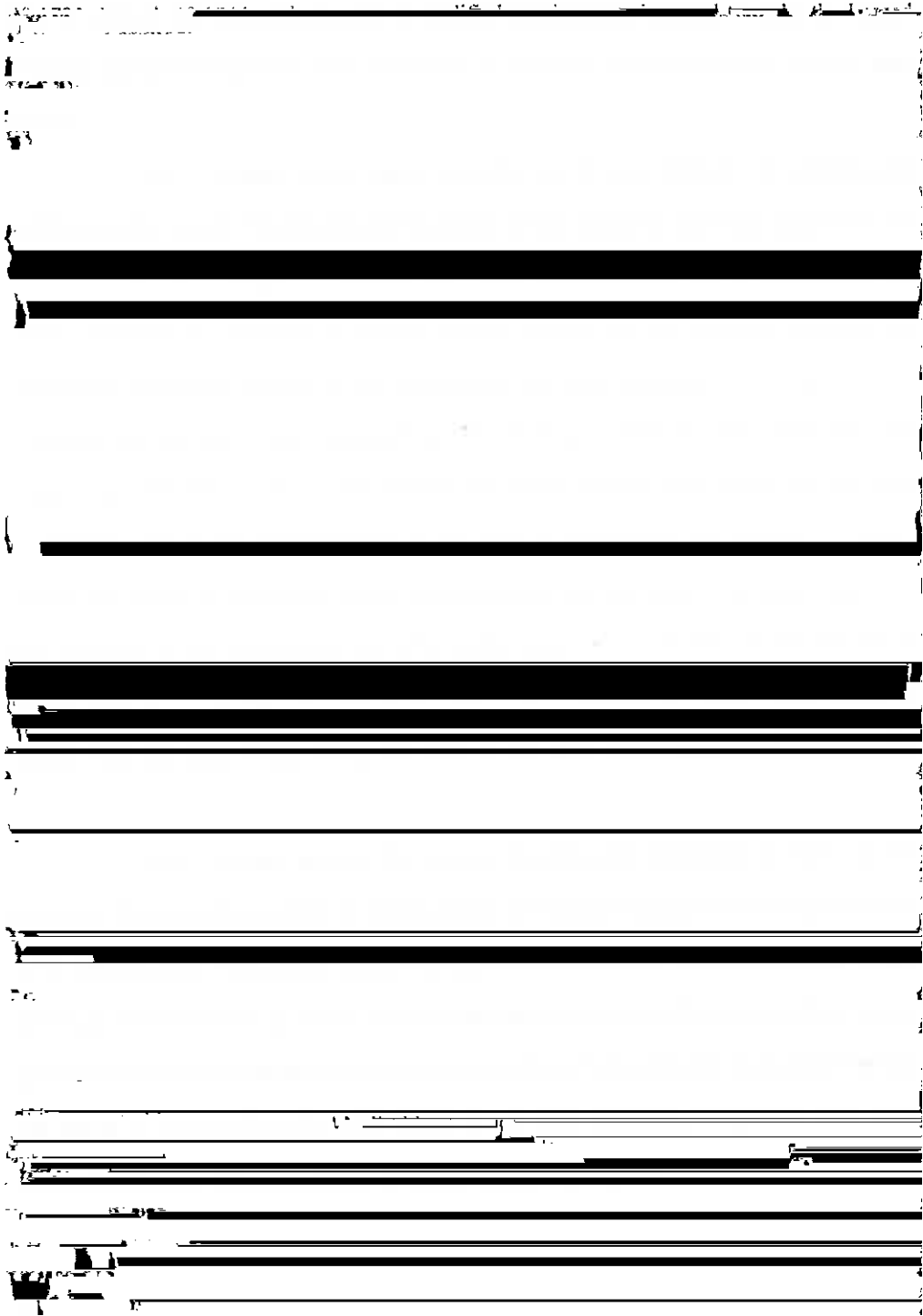
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



	Account Name (underlined) and all other names necessary for the purpose

Section 7.6 Compliance with State Law. Lessee shall assume all of the "Property

[REDACTED]

Chapter 1, Part XI (La. R.S. 39:321 – 39:332), and in Title 34 of the Louisiana Administrative Code, Part VII (sections 101 – 901), including but not limited to:

(iii) The obligation to make all records and reports regarding the

[REDACTED]

equipment available for examination as required by E.O. 12958 and to make the records

[REDACTED]

[REDACTED]

Section 78—Alienation of Easement Lessee has no right to and shall not sell

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

with respect thereto. LSU shall give reasonable prior notice to Lessee when it intends to take physical possession of the Equipment. Lessee shall also be responsible to purge any computer or

[REDACTED]

Taxes and Liens

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lessee shall arrange and pay for the furnishing of all utilities which are used or consumed in connection with the Leased Premises and Equipment during the Term, including

[REDACTED]

No.	Description
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]

and improvements on the Leased Premises and Equipment without deduction for depreciation.

[REDACTED]

(v) 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

to the Labor Code of the State of Louisiana, to insure all persons employed by Lessee in connection with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Lessor reserves the right to reasonably request copies of original policies

[REDACTED]

made policies are not allowed.

[REDACTED]

(collectively "Casualty"); or by the taking of all or any portion of the Leased Premises by condemnation, expropriation, or eminent domain proceedings (collectively "Expropriation") is expressly assumed by Lessee. None of the foregoing events shall entitle Lessee to any

[REDACTED]

[REDACTED]

forth in the CEA.

In the event Lessee is unable to repair, restore or replace the Leased Premises and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2011年1-12月	
项目	金额
一、营业收入	1000000000
二、营业成本	800000000
三、营业利润	200000000
四、利润总额	200000000
五、净利润	150000000
六、所有者权益	150000000

项目	2011年12月31日	2010年12月31日
流动资产	1000000000	800000000
非流动资产	2000000000	1800000000
资产总计	3000000000	2600000000
流动负债	1500000000	1200000000
非流动负债	1000000000	1000000000
负债总计	2500000000	2200000000
所有者权益	500000000	400000000
负债和所有者权益总计	3000000000	2600000000

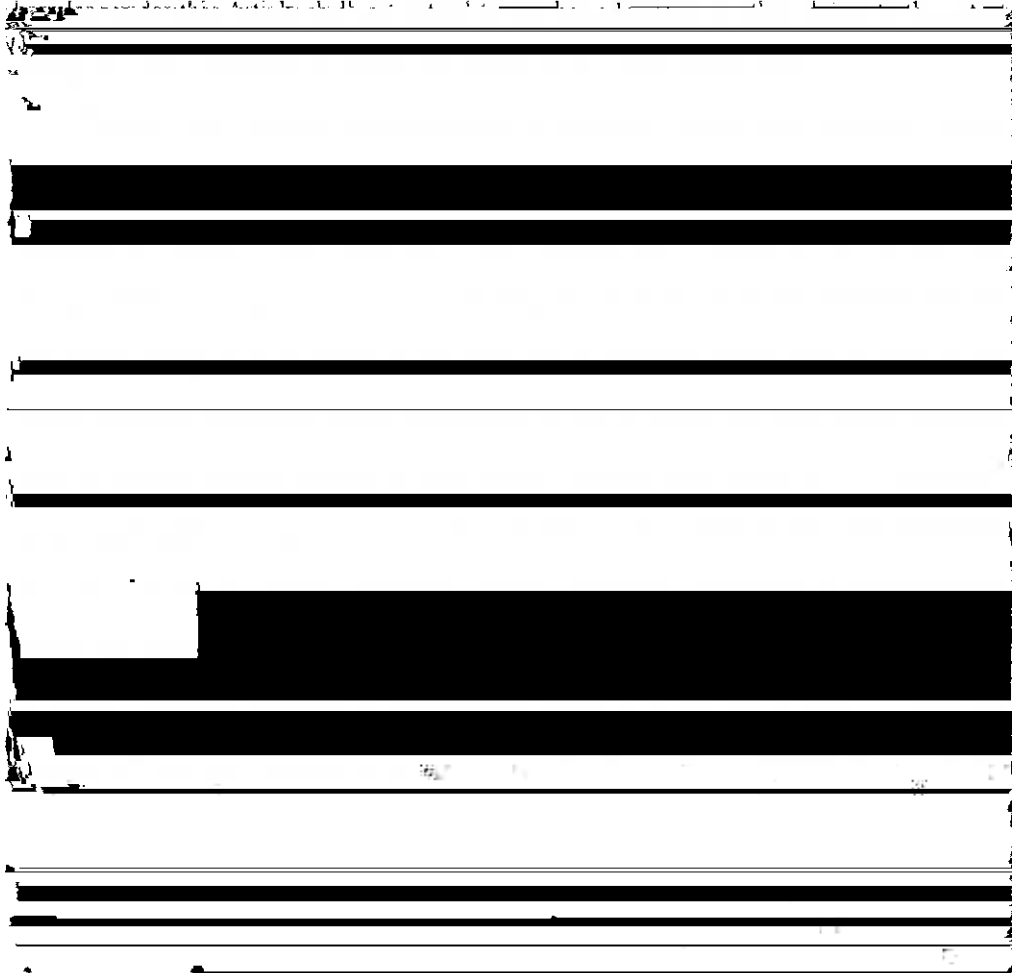
项目	2011年12月31日	2010年12月31日
流动资产	1000000000	800000000
非流动资产	2000000000	1800000000
资产总计	3000000000	2600000000
流动负债	1500000000	1200000000
非流动负债	1000000000	1000000000
负债总计	2500000000	2200000000
所有者权益	500000000	400000000
负债和所有者权益总计	3000000000	2600000000

Material' means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and

[REDACTED]

penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages

[REDACTED]



arising out of the negligence or willful misconduct of any Lessor Indemnitees.

Section 12.2 Lessee's Indemnification to Division. Lessee shall indemnify, defend and hold harmless Division and its officers and employees, together with any of their respective successors and assigns (collectively, the "Division Indemnitees"), against any and all loss, cost,

Section 12.3 **Lessor's Indemnification**. To the extent authorized by Law, Lessor 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,

demands, costs, penalties, forfeitures, losses or expenses (including but not limited to

attorneys' fees) incurred by Lessee or its officers, agents and employees in connection with the performance of the obligations of Lessor under this Lease.

•

•

**ARTICLE XIV.
DEFAULT BY LESSEE**

Section 14.1 Default. Each of the following shall be an Event of Default by Lessee (herein "Lessee Event of Default") under the terms of this Lease:

(a) Failure by Lessee to pay Rent to Lessor on the date on which this payment is due under this Lease, and this failure shall not be cured within five (5) business days after said Rent is due; provided, however, that Lessor shall provide written notice and a five (5) business

[REDACTED]

[REDACTED]

[REDACTED]

Lessee:

University Hospital and Clinics, Inc.
1214 Coolidge Blvd.
Lafayette, Louisiana 70503
Attn: David Callecod, President/CEO

La [redacted] fayette, Louisiana 70503

With a copy to:

Director
Office of Facility Planning and Control

Division of Administration
Claiborne Building

ARTICLE XVII.
MISCELLANEOUS

[REDACTED]

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.

Section 17.7 Successors and Assigns. This Lease shall be binding on and will inure to the benefit of the parties to this Lease and their respective successors and assigns, provided any

[REDACTED]

Legislature of sufficient funds therefor and the availability of funds following Legislative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LIMITED ASSUMPTION OF LIABILITIES

It is expressly understood and agreed that Lessee will not assume nor be liable for any

Liabilities of the lessor... [REDACTED]

17.00

**[The remainder of this page intentionally left blank]
Signatures are on the Following Page.**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

This Loss occurred on _____ at _____

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Printed Name: _____

Date: _____

[Redacted]

CONFIDENTIAL - SECURITY INFORMATION
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT 4.1(B) TO COOPERATIVE ENDEAVOR AGREEMENT

**FIRST AMENDMENT TO LEASE
(University Medical Center - Lafayette)**

This First Amendment to Lease Agreement (the "Amendment") is made and entered into to be effective the 17th day of May, 2013, by and among the following (each of which is individually referred to as a "Party" and collectively as the "Parties"):

[REDACTED]

[REDACTED]

AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional

[REDACTED]

RECITALS

[REDACTED]

[REDACTED]

[REDACTED]

("LGHS"), LSU, the Division, the State, and the Louisiana Department of Health and Hospitals ("DHH"), dated as of May 17, 2013; and

WHEREAS, the Parties have agreed to amend and restate the Original CEA for the limited purpose of revising certain funding language and other provisions related thereto

b

[REDACTED]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other

[REDACTED]

the Parties agree as follows:

AGREEMENT

1. Article 1 (Leased Premises, Equipment and Term) shall be amended and restated in its entirety to read as follows:

[REDACTED]

4

... of the 60th year of the Initial Term and

[REDACTED]

continuing on each annual anniversary date thereafter, (each an "Extension Date"), the Term shall automatically be extended for an additional one (1) year period so that after the Initial Term, the Term of this Lease shall be a Rolling One-Year Term; provided, however, that the extension provision of this sentence

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates set forth below, to be effective as of May 17, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

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

Printed Name: _____

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

Printed Name: _____

WITNESSES:

UNIVERSITY HOSPITAL AND CLINICS, INC.

Printed Name: _____

By: _____
David Calcedo, President/CEO

Printed Name: _____

WITNESSES:

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

Printed Name: _____

By: _____
Kristy H. Nichols, Commissioner

Printed Name: _____

Date: _____

WITNESSES:

DIVISION OF ADMINISTRATION

Printed Name: _____

By: _____
J. L. H. Nichols, Commissioner

Printed Name: _____

Printed Name: _____

**AGREEMENT OF SUBLEASE
(Primary Care Clinic – Lafayette)**

This Agreement of Sublease (“Sublease”) is entered into effective as of the 24th day of

~~June 2012~~ (the “Effective Date”).

[REDACTED]

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND

[REDACTED]

Lafayette ("Lessor") and Board of Supervisors of Louisiana State University and Agricultural
and Mechanical College

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOW THEREFORE, pursuant to the CEA, it is hereby agreed for and in consideration

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

give such notice of termination to Lessor without first obtaining the prior written consent of SUBLESSEE.

DEFAULT BY SUBLESSEE.

a. SUBLESSEE shall be in default under this Sublease if: (i) SUBLESSEE fails to timely make any payment, as required by this Sublease or the Hospital Lease and/or to make any other payment required by LSU as Lessee under the Lease arising on or after the Effective Date, and/or (ii) SUBLESSEE fails to timely and fully perform any of its other obligations as required by this Sublease or as required to be performed by LSU under the Lease

[REDACTED]

served upon SUBLESSEE by SUBLESSOR expressly setting forth therein that SUBLESSOR

~~agrees to terminate this Sublease~~

8. **Governing Law.** This Sublease shall be construed and enforced in accordance

with the laws of the State of Louisiana.

9. ~~Invalidity or Inapplicability of Clause. If any term, provision, condition, c.d., or~~

[Redacted text]

11. Attorney Fees. In the event SUBLESSEE defaults in any of its obligations under this Sublease, it shall also be liable to pay any and all of the reasonable attorney fees incurred in the enforcement of the rights hereunder.

12. Insurance. UNIVERSITY HOSPITAL, INC. shall maintain liability insurance for the full term of this Sublease. The policy shall be in the name of UNIVERSITY HOSPITAL, INC. and shall cover the full term of this Sublease. The policy shall be assigned to SUBLESSEE.

SUBLESSEE.

16. Counterparts. This Sublease may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

[Signatures on Next Page]

Signature Page for Agreement of Sublease
(Primary Care Clinic – Lafayette)

IN WITNESS WHEREOF, the parties hereto have signed their names, effective as of
the 24th day of June, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

SUBLESSOR:

Name: Kay Miller
Date: 12-6-13

Name: Oemie Richards

Date: _____

LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE

Christine P. Richard
Name: Christine P. Richard
Date: 10/3/13

By: F. King Alexander
F. King Alexander, LSU President

WITNESSES:
Name: [Signature]

SUBLESEE: [Signature]
UNIVERSITY HOSPITAL AND
CLINICS, INC.

APPROVAL OF AGREEMENT OF SUBLEASE

(Primary Care Clinic – Lafayette)

This Approval of Agreement of Sublease is entered into effective as of the 23rd day of June, 2013 by:

BOARD OF SUPERVISORS FOR THE COUNTY OF

[REDACTED]

1 Said Sublease shall not modify or alter the terms of the

[REDACTED]

EXHIBIT 9.2(a)

AUTHORIZING RESOLUTION OF LSU BOARD OF SUPERVISORS

The Authorizing Resolution of LSU Board of Supervisors is attached hereto,

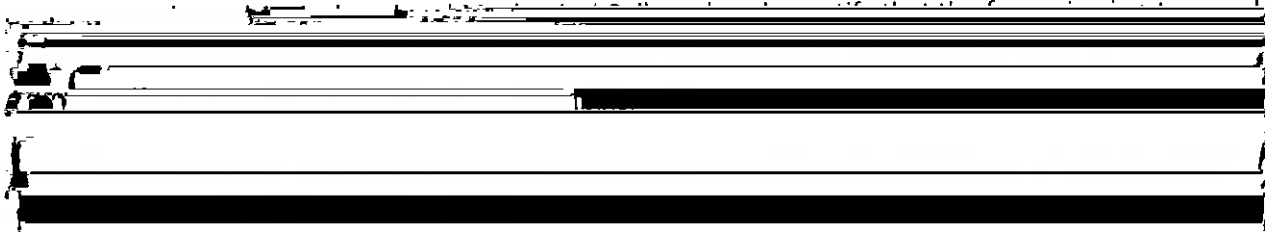
Minutes-Regular Board Meeting
April 17, 2013

Cooperative Endeavor Agreement among the Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College, the State of Louisiana through the Division of

[REDACTED]

CERTIFICATE

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



Administrative Secretary
Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College

SEAL

CERTIFICATE

Ken Miller, the duly qualified Acting Administrative Secretary of the Board of Supervisors of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

SEAL

SCHEDULE 13.1

GOVERNMENTAL REVIEW AND APPROVALS

1. The Joint Legislative Committee on the Budget (“JLCB”) must review, but not approve, ~~this Cooperative Endeavor Agreement and its schedules and attachments~~.
2. The Louisiana Office of Contractual Review (“OCR”) must approve this Cooperative Endeavor Agreement, the Master Hospital Lease, and the Sublease. OCR has formally delegated this responsibility to Elizabeth B. Murrill, Executive Counsel, Louisiana Division of Administration.
3. Other Governmental Authorizations required to operate the Hospital are set forth on Schedule 13.1.

SCHEDULE 9.9(c)

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

None.

SCHEDULE 9.10

~~TYPE, NATURE OR PENDING PROCEEDINGS AFFECTING OR AGAINST~~



None.

EXHIBIT 11.2(a)

AUTHORIZING RESOLUTION OF UNIVERSITY HOSPITAL & CLINICS, INC.

The Authorizing Resolution of University Hospital & Clinics, Inc. is attached hereto.

**WRITTEN CONSENT OF THE MEMBER OF
UNIVERSITY HOSPITAL & CLINICS, INC.**

THIS DOCUMENT IS THE PROPERTY OF UNIVERSITY HOSPITAL & CLINICS, INC. IT IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF UNIVERSITY HOSPITAL & CLINICS, INC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

and Bylaws of University Hospital & Clinics, Inc., a Louisiana non-profit corporation (the "Corporation") and acting pursuant to the provisions of La.R.S. 12:233A, the following

[REDACTED]

BE IT RESOLVED, that the Member hereby consents to, authorizes, and approves the Transaction and the Transaction Documents, and hereby authorize the execution, delivery, and

[REDACTED]

[REDACTED]

EXHIBIT 12.2

**AUTHORIZING RESOLUTION OF
LAFAYETTE GENERAL HEALTH SYSTEMS, INC.**

The Authorizing Resolution of Lafayette General Health Systems, Inc. is attached hereto.

LAFAYETTE GENERAL HEALTH SYSTEM &
LAFAYETTE GENERAL MEDICAL CENTER
EXECUTIVE COMMITTEE

MAY 10, 2013

A meeting of the Executive Committee of the Board of Trustees was held on
May 10, 2013, in the Admin Board Room of Lafayette General Medical Center

ATTENDANCE

Present

Clay Allen, Chairman

Ed Krampe, Vice Chairman

Benjamin Doga, M.D.

Philip Gachassin, M.D.

Absent

Braden Despot, Secretary

Elle Meadows, Treasurer

Others Present

II.

LAFAYETTE GENERAL HEALTH SYSTEM &
LAFAYETTE GENERAL MEDICAL CENTER

MAY 10 2013

REPRESENTATIONS RELATED TO THE ACQUISITION VIA COOPERATIVE

[REDACTED]

FAIRFAIROR AGREEMENT AND LEASE TRANSACTION OF UNIVERSITY

[REDACTED]

LAFAYETTE GENERAL HEALTH SYSTEM &
LAFAYETTE GENERAL MEDICAL CENTER
EXECUTIVE COMMITTEE

MAY 10, 2013

APPOINTMENT OF GOVERNANCE COMMITTEE

In accordance with the Corporate Bylaws, the Executive Committee of the Board of Trustees appoints the members of the Governance Committee. The chairman of the Governance Committee shall be appointed by the Chairman of the Board of Trustees.

Subsequent to discussion, the following motion was taken:

MOTION: Upon duly motioned and seconded, the Executive Committee appointed the following members to the Governance

Chairman Allen appointed David Calhoun as chairman of Governance Committee.

ADJOURNMENT

There being no further business, the Executive Committee adjourned at 11:27 a.m.



Clay Allen
Chairman/Board of Trustees

1. UHC and LSU shall each file CMS Form 855 prior to the Commencement Date;

3. Fire inspection report by the Louisiana Office of the State Fire Marshal;

4. Public health inspection report by the Louisiana Office of Public Health;

5. Lafayette Consolidated Government certificate of occupancy;

6. Lafayette Parish sales tax identification number;

7. Temporary operating license for the UHC facility issued by the Louisiana Board of Pharmacy;

etc.;

9. Louisiana Board of Pharmacy controlled substance license or an agreement to operate under LSU's license until a license is issued to UHC;

10. Drug Enforcement Agency controlled dangerous substance license or an agreement to

11. CLIA certificates.