

RIGHT OF USE, POSSESSION AND OCCUPANCY AGREEMENT

BE IT KNOWN, that on this 29th day of May, 2013, before the undersigned Notaries Public, duly commissioned and qualified and in the presence of the undersigned competent witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation of the State of Louisiana, represented herein by William L. Jenkins, ~~Interim President of the Louisiana State University System, duly authorized by~~

~~Notary Commission of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, No. 1117, 2012~~

WHEREAS, Grantor is in possession of those certain parcels of land, located in New Orleans, Louisiana, as more fully described on **Exhibit A**, attached hereto, and made a part hereof, hereinafter referred to as the "**Land**";

WHEREAS, Grantor has certain rights in and to the Land;

WHEREAS, Grantor has granted a lease of the new hospital buildings, an utility building, an ambulatory care building, and a parking garage building being constructed on the Land to **LMCMC** as set forth and described in that certain Master Hospital Lease dated 1/1/1997, **LSV**

Agreement. The State shall cause OFP to complete the construction of the Leased Buildings and the Surface Improvements in accordance with the plans and specifications for such Leased Buildings and improvements as have heretofore been reviewed by and approved by the

2. Term. This Agreement shall commence upon the New Facility Commencement Date (as defined in the Hospital Lease) and shall only terminate and expire when the Hospital Lease terminates, whether by the expiration of its term (as it may be extended) or otherwise, and at that

Land by Grantee or its employees, contractors, agents, tenants, subtenants, assigns, invitees and/or permittees.

6. Maintenance, Repairs and Replacement.

A. With respect to the activities that are contemplated to occur on and in the Land

or on Grantee's behalf under this Agreement, Grantee hereby agrees that Grantee shall

10. Grantor Not Liable. Grantor shall not be liable or responsible to Grantee, its employees, contractors, agents, invitees, licensees and/or permittees, or other party, for any liability, loss, damage, claim, penalty, cost, including bodily injury or death, demands, judgments, or inconvenience to any property or person that may arise by reason of any use of the Land by Grantee, and/or any of its employees, contractors, agents, invitees, licensees and/or permittees, except to the extent caused by the gross negligence or willful misconduct of Grantor or any of its employees or by its agents to the extent, if any, Grantor is liable for the gross negligence or willful misconduct of its agents.

11. Force Majeure. If any party shall be unable to carry out any of its obligations under this Agreement due to strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, terror, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected, this Agreement shall remain in effect, but the affected party's obligations shall be suspended for the duration of the event.

(c) LSU shall have the right to require that UMCMC engage, at its own expense, a contractor to remediate or dispose of all Hazardous Materials used, stored, generated or disposed of by UMCMC or its agents, contractors or subcontractors on the Land in accordance with law. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous

substance or any pollutant or contaminant defined as such in (or for purposes of) 15 I.S.C. 2601 et

Comprehensive Environmental Response, Compensation, and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, 15 I.S.C. 2601 et

seq., or any other law regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

(d) UMCMC shall promptly notify LSU in writing, if UMCMC has or acquires notice or actual knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Land during the term of

(g) To the extent authorized by law LSU agrees to indemnify defend (with counsel

reasonably acceptable to UMCMC at LSU's sole cost) and hold UMCMC, its board members, officers and employees 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), disbursements or expenses of any kind (including attorneys' and experts' fees and fees and expenses incurred in investigating,

upon, incurred by or asserted or awarded against UMCMC or any of them in connection with or

(i) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement of LSU contained or referenced to in this Section:

(k) Notwithstanding the foregoing provisions of this Section UMCMC's

responsibility for Hazardous Materials with respect to the Land shall be limited to the time period following the commencement of the term of this Agreement.

14. Notices. Any and all notices 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; or (c) registered or certified United States mail, postage prepared, receipt requested, to the following addresses:

LSU:

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

UMCMC:

University Medical Center
Management Corporation
c/o Louisiana Children's Medical
Center

1201 North Third Street
Baton Rouge, Louisiana 70801

Any such notice or communication shall be deemed to have been given either at the time of personal delivery, subject to verification of service or acknowledgement of receipt, one (1) Business Day after deposit with a nationally recognized overnight delivery service, or three (3) days after mailing via United States Certified Mail, return receipt requested. For purposes hereof, "Business Day" shall mean any day except a Saturday, Sunday or other day on which the LSU System office is closed.

Each party shall immediately inform all other parties, in writing and in accordance with

15. Recordation. Either party may record this Agreement in the conveyance records of Orleans Parish at its expense.

16. Assignment; Encumbrance. Neither this Agreement nor Grantee's rights hereunder shall

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

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the extent allowed by law: (i) it will use its commercially reasonable efforts, in respect of any
Third-Party Claim in which it has assumed or participated in the defense to avoid production of

Signature Page for Right of Use, Possession and Occupancy Agreement

THUS DONE AND SIGNED by the Board of Supervisors of Louisiana State University
the 20th day of May, 2013, in the presence of the

[REDACTED]

MEMBERS OF

[REDACTED]

Signature Page for Right of Use, Possession and Occupancy Agreement

THUS DONE AND SIGNED by the State of Louisiana, Division of Administration, on

WITNESSES:

[Handwritten signature]

STATE OF LOUISIANA, DIVISION OF
ADMINISTRATION

[Handwritten signature]

Signature Page for Right of-Use, Possession and Occupancy Agreement

[REDACTED]

Signature Page for Right of Use, Possession and Occupancy Agreement

THIS DONE AND SIGNED

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Exhibit "A"
(Property Description)

The Land consists of the following described immovable property:

Blocks 433 through 438 Block 466 through 471 Block 519 (the Park) and Blocks 520

through 522 (collectively the "BLOCKS"), of the City of New Orleans, located in Township 12
South Range 11 East Orleans Parish Louisiana, as shown on Exhibit A-1 attached hereto.

Exhibit "A"
(Property Description)
Exhibit "A" to Right of Use Agreement

The Land consists of the following described immovable property:

Block 466 through 471, Block 519 (the Park) and Blocks 520

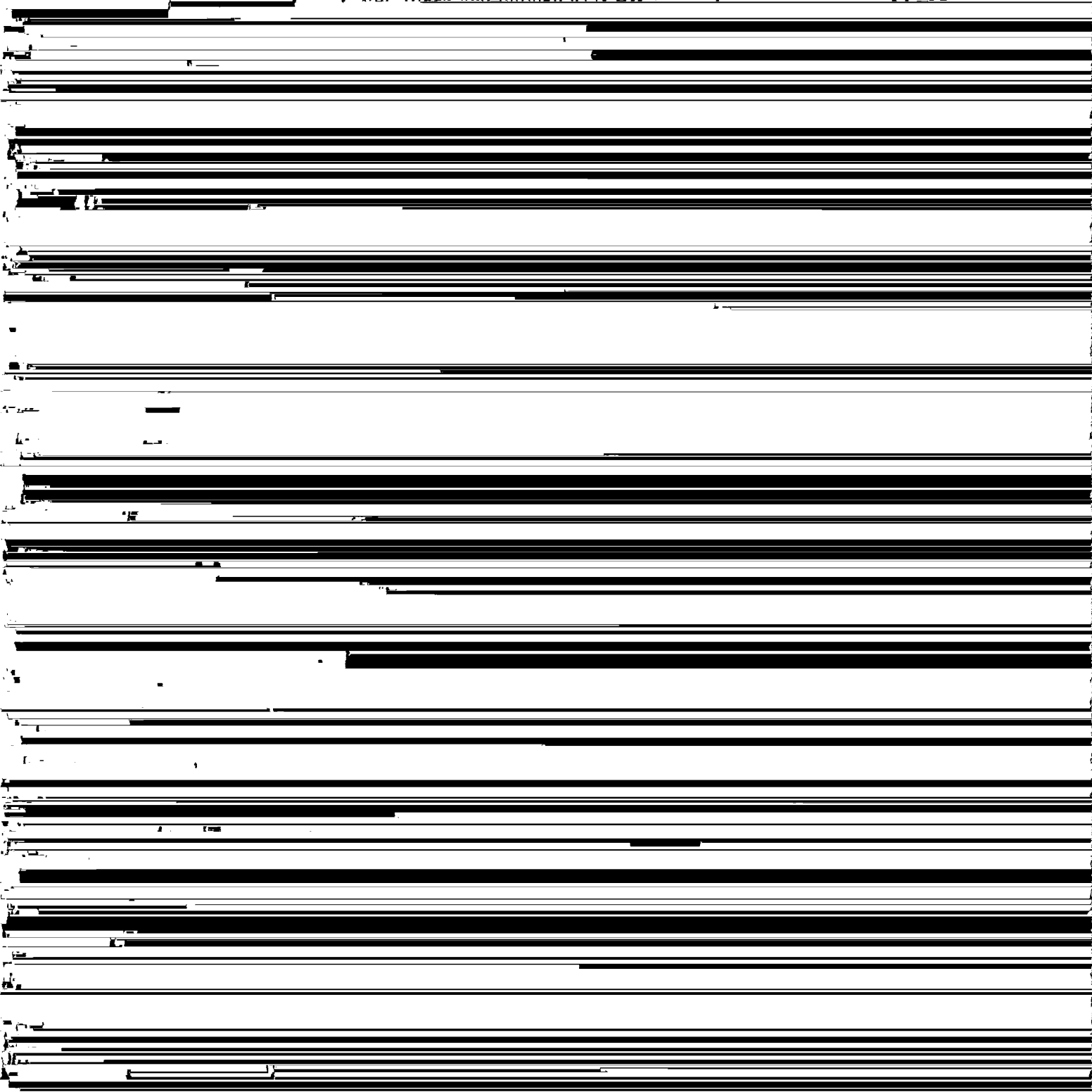


Exhibit "A"
(Property Description)
Exhibit "A" to Right of Use Agreement

Blocks 433 through 438, Block 466 through 471, Block 519 (the Park) and Blocks 520 through 522 (collectively the "BLOCKS"), of the City of New Orleans, located in Township 12 South, Range 11 East, Orleans Parish, Louisiana, as shown on Exhibit A-1, attached hereto, generally bounded on its northerly side by Canal Street, on its southerly side by Tulane Avenue,

Exhibit "A"
(Property Description)
Exhibit "A" to Right of Use Agreement

The end contents of the following described immovable property:

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Exhibit A-1
Right^{to} of Use

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