

EQUIPMENT LEASE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS EQUIPMENT LEASE (this "*Lease*") is entered into as of the 14th day of January, 2014, by and between

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation of the State of Louisiana, represented herein by Dr. F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of a Resolution of the Board of Supervisors, adopted June 19, 2013, a copy of which is attached hereto, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "*LSU*" or "*Lessor*"),

and

OUR LADY OF THE ANGELS HOSPITAL, INC., a Louisiana nonprofit corporation, represented herein by Robert Burgess, its Chief Executive Officer, duly authorized by virtue of a resolution adopted June 26, 2013, a copy of which is attached hereto, with a mailing address of 4200 Essen Lane, Baton Rouge, Louisiana 70809 (hereinafter referred to as "*OLAH*" or "*Lessee*")

and provides as follows:

WITNESSETH

WHEREAS, the parties hereto have entered into that certain Master Hospital Agreement (the "*Master Agreement*") of even date herewith;

WHEREAS, LSU shall, until the Commencement Date (as defined in the Master Agreement), operate the state hospital and clinic facilities located in Bogalusa, Louisiana, known as LSU Bogalusa Medical Center (the "*Hospital*"), with the public purpose of providing efficient and effective health care to the community;

WHEREAS, pursuant to that certain Cooperative Endeavor Agreement (the “*CEA*”) executed effective as of even date herewith, by and among OLAH, LSU, the Division of Administration (“*Division*”) and the Louisiana Department of Health and Hospitals (“*DHH*”), on the Commencement Date and thereafter during the term of the CEA, OLAH shall continue the provision of health care to the indigent and high-risk Medicaid populations of the Bogalusa area at the Hospital, which includes includes an inpatient care facility and several clinic, administrative and other support buildings at the following locations: (i) premises located at 433 Plaza Street, Bogalusa, Louisiana (the “*Plaza Facility*”); (ii) premises located at 400 Memphis Street, Bogalusa, Louisiana (the “*Memphis Facility*”); and (iii) premises located at 104 Avenue B, Bogalusa, Louisiana (the “*Administrative Facility*”, together with the Plaza Facility and the Memphis Facility, collectively the “*Leased Premises*”);

WHEREAS, this Lease is an integral aspect of the CEA and furthers the above stated public purposes;

WHEREAS, LSU is the owner of the Equipment (defined herein), which shall be leased by LSU to the Lessee in accordance with the provisions of this Lease, the Master Agreement and the CEA; and

WHEREAS, this Lease furthers the educational and public service missions of LSU;

NOW, THEREFORE, in consideration of Lessor's obligation to lease to Lessee the aforementioned equipment, the rent to be paid by Lessee during the term of this Lease, and the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease, on the following terms and conditions:

Article I
EQUIPMENT; TERM

1.1 For the consideration and upon the terms and conditions hereinafter expressed, the Lessor leases to the Lessee certain equipment and movable property located in the Leased Premises, said equipment and movable property being more fully described and itemized on the attached Exhibit "A" (the "*Equipment*"), here present and accepting the same, commencing on the Commencement Date, for the Lease Term (as defined in the Master Agreement), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein, in the Master Agreement or in the CEA.

Article II
CONSIDERATION

2.1 Lease Rent. During the Term, the Lessee shall pay to the Lessor the Master Lease Payment (as defined in the Master Agreement) in accordance with the provisions of the Master Agreement, and Lessee's payment of such Master Lease Payment to Lessor under the Master Agreement shall be deemed to satisfy all rent payment obligations of Lessee under this Lease except as otherwise provided herein.

2.2 Advance Rent. The Lessee shall pay to the Lessor the Advance Rent (as defined in the Master Agreement) in accordance with the Master Agreement.

2.3 Additional Rent. In addition to the Advance Rent and the Master Lease Payment payable pursuant to the Master Agreement, the Lessee also shall pay any and all other charges or payments which the Lessee is or becomes obligated to pay pursuant to this Lease (the "*Additional Rent*"). The Advance Rent, the Master Lease Payment and the Additional Rent may be referred to collectively herein as the "*Rent*." Except as otherwise set forth herein, any

Additional Rent owed to the Lessor shall be due within thirty (30) days after receipt of the invoice, with reasonable description and itemization of the charge, from the Lessor.

Article III
USE, MAINTENANCE, AND REPAIRS

3.1 **Permitted Use.** Subject to the terms and provisions hereof, Lessee may use the Equipment solely for the acute care inpatient facility, medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations, and/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 (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, licensing, insurance underwriting or rating organization or other body exercising similar functions. Lessee shall not make any use of the Equipment which may make void or voidable any policy of insurance required to be maintained by Lessee pursuant to this Lease.

3.2 **Operation.** Lessee shall provide all equipment, furnishings, supplies, facilities, services, and personnel required for the proper use, operation, and/or management of the Equipment in an economical and efficient manner, consistent with standards of operation and administration generally acceptable for facilities of comparable size and scope of operations.

3.3 **Maintenance.** Lessee shall have full and sole responsibility for the condition, repair, maintenance and management of the Equipment; provided, however, that Lessee shall not owe any maintenance obligation under this Lease respecting any item of Equipment that is not in

good working order as of the Commencement Date, and provided further that Lessee shall not owe any further maintenance obligation under this Lease respecting any item of Equipment for which Lessee has provided written notice to LSU pursuant to Section 4.1 below that Lessee no longer needs said item of Equipment for the purposes set forth in the CEA. Lessee shall provide written notice to LSU no later than thirty (30) days after the Commencement Date of this Lease of any specific items of Equipment that were not in good working order as of the Commencement Date. Lessee shall maintain the Equipment and each and every portion thereof in good working order and condition and shall be solely responsible for all costs and expenses accrued or incurred in connection therewith. Lessor shall not be responsible for any repairs to or maintenance of the Equipment, whether ordinary or extraordinary, foreseen or unforeseen, structural or non-structural. Lessee shall maintain accurate records of all material work performed in furtherance of its obligations under this Section 3.3.

3.4 Lost and Stolen Equipment. Whenever Lessee has knowledge or reason to believe that any Equipment has been lost or stolen during the Term of this Lease, Lessee shall promptly notify LSU in writing and shall report such lost/stolen Equipment as required by law. Lessee shall promptly replace all lost and stolen Equipment with comparable items of substantially similar specification and value, which items shall be owned by LSU and shall be considered Equipment subject to this Lease, and Lessee shall be solely responsible for all costs and expenses incurred in connection therewith; alternatively, and in lieu of replacing the lost/stolen Equipment, Lessee may pay to LSU the fair market value of said Equipment.

3.5 Damaged Equipment. Whenever Lessee has knowledge or reason to believe that any Equipment has been damaged during the Term of this Lease, Lessee shall 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 as existed prior to the event causing such damage, and Lessee shall be solely responsible for making all required repairs to damaged Equipment; alternatively, in lieu of repairing the damaged Equipment and in the event the damage is covered by Lessee's insurance, Lessee may pay the insurance proceeds stemming from the damage to LSU, provided said proceeds are sufficient to fairly compensate LSU for the damage. Lessee may not dispose of any damaged Equipment except as set forth in Section 4.1 below.

3.6 Relocation of Equipment. Lessee shall be solely responsible for any costs or expenses of any kind incurred relocating Equipment.

3.7 Compliance with State Law. Lessee shall assume all of the "Property Control" obligations for the Equipment set forth in Title 39 of the Louisiana Revised Statutes, 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:

- a. The obligation to appoint a Property Manager as required by La. R.S. 39:322, and to post a faithful performance of duty bond as required by La. R.S. 39:330;
- b. The obligation to maintain property identification marks on the Equipment as required by La. R.S. 39:323;
- c. 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;

d. 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 used to keep track of the location of the Equipment as required by Section 311 of Part VII of Title 34 of the Louisiana Administrative Code;

e. 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;

f. The obligation to report lost, stolen, damaged, or destroyed Equipment as required by La. R.S. 39:330 and Section 305 of Title 34 of the Louisiana Administrative Code;

g. The obligation to maintain for three years the records, reports, and other documentation required by Section 305 of Title 34 of the Louisiana Administrative Code; and

h. The obligation to make all records and reports regarding the Equipment available for examination as required by La. R.S. 39:328, and to make the records and Equipment available for inspection and annual audit as required by La. R.S. 39:329.

3.8 Coordination Between Lessee and LSU.

a. At the commencement of this Lease, and to assist Lessee in assuming and continuing the Property Control obligations for the Equipment, LSU shall make available to Lessee all of LSU's existing inventory schedules, property location indices, reports, records, and other documentation regarding the Equipment. LSU shall also assist Lessee in obtaining access to any online tracking and reporting systems and other secure sites necessary for Lessee to perform its Property Control obligations.

b. LSU shall monitor Lessee's performance of its Property Control obligations to ensure compliance with law and shall cooperate with Lessee and provide reasonable advice and assistance to Lessee, when requested and when available, and Lessee shall pay or reimburse Lessor for its costs and expenses related thereto without mark-up, including Lessor's employees' time and expenses as Additional Rent not to exceed One Hundred Twenty-Five Thousand (\$125,000.00) Dollars per year as demonstrated and itemized by LSU. Lessee's payment of Additional Rent to Lessor shall be due within thirty (30) days after receipt of this invoice, with reasonable description and itemization of the charge, from Lessor.

c. Whenever Lessee is required by law to submit reports, records, inventories, or other documentation regarding the Equipment to the Commissioner of the Division of Administration of the State of Louisiana, the Louisiana Property Assistance Agency, or to any other governmental agency, Lessee shall contemporaneously supply a copy of said report / record / inventory to LSU at the LSU Health Care Services Division, 5429 Airline Highway, Baton Rouge, Louisiana, 70805, or at such other location as designated from time to time by LSU.

d. LSU, LSU Health Care Services Division, and their agents shall have the right to inspect the Equipment at any reasonable time following reasonable prior notice in a manner which does not unreasonably interfere with Lessee's use thereof.

3.9 Alienation of Equipment. Lessee shall not sell, alienate, convey, or otherwise transfer any Equipment to any person or entity other than LSU without the advance written approval of LSU. In the event that Equipment is sold / alienated / conveyed / transferred without LSU's advance written approval, such shall be null and void and without legal effect.

3.10 Taxes and Liens. Lessee shall pay as they become due all taxes and assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. Lessee 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.

3.11 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 repair of the Equipment or the fitness of same for Lessee's purposes or for any other purpose whatsoever, except as otherwise specifically provided for herein.

Article IV SURPLUS AND REPLACEMENT EQUIPMENT

4.1 Disposition of Surplus Equipment. Throughout the Term, Lessee shall have the discretion to remove specific items of Equipment from the Lease based on Lessee's determination that Lessee no longer needs those specific items of Equipment for the purposes set forth in the CEA. Once Lessee determines that it no longer needs a specific item of Equipment:

a. Lessee shall provide written notice of its determination to LSU at the LSU Health Care Services Division, 5429 Airline Highway, Baton Rouge, Louisiana, 70805, or at such other location as designated from time to time by LSU. Said notice shall identify the Equipment by its description, tag number, and inventory number, shall state

where the Equipment is physically located at the time notice is given, and shall state where the Equipment may be retrieved by LSU as provided for below. Lessee may store the Equipment off-site pending its retrieval by LSU as set forth below, provided that Lessee shall be responsible for all costs and expenses incurred storing the Equipment, and provided further that Lessee shall report the relocation if and as required by law. Lessee shall take all reasonable steps to decommission the Equipment and prepare it for retrieval by LSU as set forth below, specifically including but limited to Lessee removing any and all hazardous substances from the Equipment and disposing of same in accordance with law. Lessee shall also be responsible for purging any computer or medical equipment of any and all Personal Health Information (PHI) prior to pick up by Lessor or its designee. Lessee shall be responsible for all costs incurred in connection therewith.

b. LSU shall have one hundred eighty (180) days after receipt of the aforementioned notice to take physical possession of the Equipment and to remove the Equipment from Lessee's facility, at which time all of Lessee's remaining obligations with respect to the Equipment (including but not limited to Lessee's obligations under Sections 3.4, 3.5, and 3.6) shall cease, except that Lessee shall remain liable as set forth in this Lease for any claims, costs, causes of action, expenses, repairs, damages, and liabilities arising out of or incurred with respect to the Equipment during the Term prior to the time that LSU takes physical possession of the Equipment, and Lessee shall not be entitled to any diminution of Rent with respect thereto. LSU shall give reasonable prior notice to Lessee when it intends to take physical possession of the Equipment.

c. LSU shall then be responsible for disposing of the Equipment in accordance with law, or for making other disposition of the Equipment, all at no cost, liability, or obligation to Lessee.

4.2 New Equipment. Lessee may at any time place its own property and equipment in the facilities governed by the CEA, and such shall remain the property and equipment of Lessee and shall not be considered Equipment subject to this Lease; provided, however, that Lessor and Lessee may provide elsewhere for an option in favor of Lessor to purchase such property and equipment at a later date.

Article V INSURANCE

5.1 Required Insurance. Throughout the Term of this Lease, Lessee shall at all times maintain or cause to be maintained, with respect to the Equipment, the following insurance:

a. Property insurance against loss and/or damage to the Equipment, including loss or damage caused by fire, lightning, earthquake, collapse, sewer backup, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called "extended coverage" and against such other insurable perils as, under good insurance practice, are insured for property of similar character and location, which insurance shall be in an amount not less than one hundred percent (100%) of the full replacement cost of the Equipment.

b. Commercial general liability insurance for injuries to persons (including bodily injury and death) and/or property damage caused by, attributed to, or incurred in connection in any manner with the lease, use, operation, management, maintenance, replacement, or repair of the Equipment, and for injuries to persons and/or property occurring in or about the Equipment, in the minimum amount of \$5,000,000 combined

single limit per occurrence. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability and water damage legal liability.

5.2 Insurers. Lessee shall obtain commercial insurance coverage in order to comply with the insurance required to be maintained by Lessee under this Section 5. All insurance required in this Section and all renewals of such insurance shall be issued by companies duly licensed and authorized to transact business in the State of Louisiana, and rated at least A- Class VIII by Best's Insurance Reports or as otherwise approved in writing by Lessor. All insurance policies provided by Lessee shall expressly provide that the policies shall not be canceled or materially altered without thirty (30) days' prior written notice to Lessor.

5.3 Additional Insureds. LSU and its board members, officers, employees, and agents, and such other persons or firms as LSU reasonably specifies from time to time (the "**LSU Insured Parties**") shall each be named as additional insureds on all policies required hereby, and LSU shall also be named as a loss payee on all required property damage insurance.

5.4 Required Insurance Shall Be Primary. All insurance required hereby shall be written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any.

5.5 Failure to Comply With Reporting Requirements. All insurance required hereby shall expressly provide that any failure of Lessee to comply with reporting requirements of a policy required hereby shall not affect coverage provided to the LSU Insured Parties.

5.6 No Recourse. All insurance required hereby shall provide that the insurance companies issuing the required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.

5.7 Deductibles and SIR's. Any deductibles or self-insured retentions must be declared to and accepted by LSU. Lessee shall be responsible for all deductibles and self-insured retentions.

5.8 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the LSU Insured Parties.

5.9 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

5.10 Verification of Coverage. Lessee shall furnish LSU with declarations pages, certificates of insurance, and evidence of the payment of all premiums of such policies prior to the Commencement Date. Lessee shall likewise furnish LSU with declarations pages, certificates of insurance, and evidence of the payment of all premiums of all renewal policies. LSU reserves the right to request complete copies of all original and renewal policies (together with copies of all endorsements). Upon failure of Lessee to furnish, deliver and maintain such insurance as provided herein, then LSU may, but shall not be obligated to, obtain said insurance on behalf of Lessee at Lessee's commercially reasonable cost and expense. Failure of Lessee to purchase and/or maintain any required insurance shall not relieve Lessee from any liability or indemnification hereunder.

5.11 Condemnation, Casualty and Other Damage. The risk of loss or decrease in the enjoyment and beneficial use of the Equipment due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion, terrorist attack, or otherwise (collectively "*Casualty*") or by the taking of all or any portion of the Leased Premises and/or Equipment by condemnation, expropriation, or eminent domain proceedings (collectively "*Expropriation*") is expressly assumed by Lessee.

None of the forgoing events shall entitle Lessee to any abatements, set-offs or counter claims with respect to payment of its Rent, or any other obligation hereunder, except as specifically set forth herein.

Article VI
INDEMNIFICATION

6.1 Lessee's Indemnification. Lessee shall indemnify, defend and hold harmless Lessor and its officers, agents and employees, together with any of their respective successors and assigns (collectively, the "*Lessor Indemnitees*"), against any and all loss, cost, damage, liability or expense as 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 the lease, use, operation, management, maintenance, repair, and/or replacement of the Equipment by Lessee, its officers, agents, employees, invitees, permittees, contractors, or subcontractors. The foregoing indemnification provisions 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 Lessee's obligation to indemnify and hold any Lessor Indemnitees harmless under this Section shall not extend to any loss, damages, or other claims to the extent arising out of the negligence or willful misconduct of any Lessor Indemnitees.

6.2 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 their respective 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) related to the Equipment and resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of Lessor, its officers, agents or employees.

Article VII
DEFAULT BY LESSEE

7.1 Default. Each of the following shall be an Event of Default by the Lessee (herein, each a "*Lessee Event of Default*") under the terms of this Lease:

a. Failure by the Lessee to pay Rent to the 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 the Lessor shall provide written notice and a five (5) business day right to cure for failure to pay rent, but the Lessee shall only be entitled to one (1) late payment notice per year under this 7.1a, and provided further that a Lessee Event of Default shall automatically occur if the Lessee fails to pay Rent to the Lessor on the date on which payment is due under this Lease for a second time in any calendar year in which a written notice of late payment has been delivered, or deemed delivered, to the Lessee under this Lease.

b. Failure to obtain and maintain all insurance as required under this Lease and/or to furnish to the Lessor evidence thereof and/or evidence of payment thereof, if the failure is not cured within two (2) business days after delivery of written notice to the Lessee of such violation.

c. A court order for relief in any involuntary case commenced against the Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said order is not vacated within one hundred twenty (120) days, or the entry of a decree or order by a court having jurisdiction: (i) appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for the Lessee or a substantial part of the properties or

assets of the Lessee; or (ii) winding up or liquidating the affairs of the Lessee, and the continuance of any such decree or order unstayed and in effect for one hundred twenty (120) consecutive days.

d. Commencement by the 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 payment of Rent or obtaining and maintaining insurance) if the failure is not cured within sixty (60) days after delivery of written notice to the Lessee of such Lease violation or such longer period of time as may reasonably be required for the Lessee to cure the violation, provided that the Lessee pursues the cure of the violation with reasonable diligence.

In addition to any other remedies provided by Law and except as otherwise provided herein, the Lessor may, but shall not be obligated to, terminate this Lease during the continuance of a Lessee Event of Default, provided that in addition to the notice and cure period set forth above, the Lessee also is given, in writing, notice specifying the Lessee's failure and the Lessee fails to correct the alleged failure within thirty (30) days following receipt of such additional notice specifying the failure.

Article VIII **DEFAULT BY LESSOR**

A default by the Lessor (herein "*Lessor Event of Default*") will occur under this Lease if the 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 the Lessor's receipt of written notice from the Lessee of this failure; however, no Lessor Event of Default will occur if the 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 IX
MISCELLANEOUS

9.1 Miscellaneous Provisions of Master Agreement. All of the provisions set forth in Article III (entitled “Miscellaneous”) of the Master Agreement are incorporated herein by reference and made a part hereof in their entirety.

9.2 Capitalized Terms. Any capitalized terms used in this Lease that are not defined in this Lease shall have the meaning ascribed to that capitalized, defined term in the CEA.

9.3 Conflict. In the event that any provision set forth in this Lease contradicts any provision set forth in the Master Agreement, the specific provision set forth in this Lease shall govern the relationship of the parties.

9.4 No Assignment. The Lessee may not, without the prior written consent of the President of the LSU System or his/her designee (the “*Lessor Representative*”), assign, mortgage or otherwise encumber, in whole or in part, this Lease or any interest therein; provided, the Lessee may, with prior written notice to the Lessor, but without the consent of the Lessor Representative, assign its interest as the Lessee under this Lease to a non-profit corporation, a low-profit limited liability company, a nonprofit or low-profit limited liability partnership, or other non-profit legal entity wholly owned or controlled by or under common control with the Lessee, or to any non-profit entity that is a successor by merger to the Lessee or that acquires the Lessee or all or substantially all of the assets of the Lessee, provided that such assignee assumes the Lessee's obligations hereunder by operation of Law or agrees to assume in writing the Lessee's obligations hereunder without release of the Lessee, all in form and substance approved in writing by the Lessor.

9.5 No Subletting. Lessee may not, without the prior written consent of Lessor, sublease all or any portion of the Equipment; provided, Lessee may, with prior notice to Lessor,

but without the consent of Lessor, sublease all or a portion of the Equipment to a non-profit corporation, low-profit limited liability company, non-profit limited liability partnership, or other non-profit legal entity wholly owned or controlled by or under common control with Lessee, or to any entity that is a successor by merger to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee, so long as such sublease or grant does not materially conflict with or materially diminish, or be materially inconsistent with the Public Purpose as such term is defined in the CEA; provided that all such subleases shall be subject and subordinate to all of the terms and conditions of this Lease and the use of the Equipment permitted under any such sublease shall be in accordance with the applicable terms and conditions of this Lease, and further provided that such sublessee expressly acknowledges the foregoing in the sublease and assumes Lessee's obligations hereunder by operation of law or agrees to assume in writing Lessee's obligations hereunder, all in form and substance approved in writing by Lessor. Any such sublease for which prior written consent of the Lessor Representative is not required pursuant to this Section 9.5 shall: (a) have a term not exceeding the Term; and (b) not conflict with the mission of the Hospital and the Public Purpose as set forth in the CEA. Any such subleases not meeting the foregoing criteria shall be submitted to the Lessor Representative for his/her prior review and approval, which approval shall not be unreasonably withheld. Any failure of the Lessor Representative to respond within 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. The foregoing shall be exclusive of any subleases to LSU, all of which subleases are hereby consented to. Any sublease shall contain a provision to the effect that if this Lease is terminated for any reason, any sublease, at the Lessor's sole option, shall: (i) continue

in full force and effect with LSU being automatically substituted for the Lessee as the lessor under such sublease, with no liability for LSU for any obligations of the Lessee (or any permitted assignee) which arose before LSU exercised its option to continue the sublease; or (ii) be terminated without any liability to LSU. Further, any sublease shall contain a provision restricting the further sublease or assignment of all or any part of such sublease. In no event shall any subletting of all or any portion of the 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 subletting, which agreement may be withheld in Lessor's sole discretion.

9.6 Books, Records and Audit. The books, accounts and records of Lessee which pertain directly to the Equipment shall be maintained at the principal office of Lessee. LSU may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Lessee and its contractor(s) to the extent necessary to verify compliance with this Lessee or insofar as said books, bank accounts, records and accounts directly relate to Lessee's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of LSU, by independent auditors retained by LSU to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of Lessee.

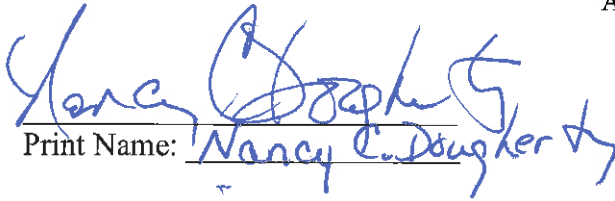
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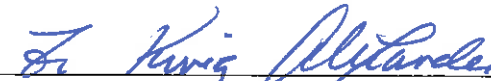
Signature page for Equipment Lease


IN WITNESS HEREOF, Lessor has signed its name, as of the 14th day of January, 2014, in the presence of the undersigned competent witnesses.

WITNESSES:

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


Print Name: Nancy C. Dougherty

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

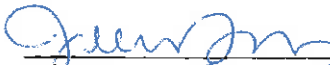

Print Name: Kay Miller


Signature page for Equipment Lease

IN WITNESS HEREOF, Lessee has signed its name, as of the 14th day of January, 2014, in the presence of the undersigned competent witnesses.

WITNESSES:

OUR LADY OF THE ANGELS HOSPITAL, INC.


Print Name: Sean Taylor

By: 
Robert Burgess
President and Chief Executive Officer


Print Name: CAROLINE CONERLY