

AGREEMENT OF SUBLEASE

(Bogalusa Community Medical Center)

This Agreement of Sublease ("Sublease") is entered into as of January 14, 2014,
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 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, 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 "SUBLESSOR");

THE STATE OF LOUISIANA ("State"), THROUGH THE DIVISION OF ADMINISTRATION ("DOA" or "DIVISION"), herein represented and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 (hereinafter referred to as "STATE")

OUR LADY OF THE ANGELS HOSPITAL, INC., a Louisiana nonprofit corporation, represented herein by Robert Burgess, its President and CEO, 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 "SUBLESSEE")

WITNESSETH:

WHEREAS, LSU, SUBLESSEE, State of Louisiana, by and through the Division of Administration (the "Division"), and the Louisiana Department of Health and Hospitals ("DHH") have entered into a Cooperative Endeavor Agreement dated as of even date herewith (the "CEA");

WHEREAS, pursuant to the CEA, SUBLESSEE has agreed to provide the financial resources and support, operational expertise, and other necessary resources to ensure that

existing Bogalusa Medical Center and its Clinics (as defined the CEA) continue to operate and provide health care services to the uninsured and high risk Medicaid populations; and

WHEREAS, the Bogalusa Medical Center, and a portion of the Clinics currently operated by LSU, are located at 433 Plaza Street, Bogalusa, Louisiana, and are currently leased to LSU (as Lessee) by Bogalusa Community Medical Center (“BCMC” or “Lessor”), a non-profit corporation, pursuant to an Amended and Restated Lease Agreement (the “Lease”) dated September 28, 2007, a copy of which has been provided to SUBLESSEE. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as each such term has in the Lease; and

WHEREAS, the Leased Premises, as hereinafter defined, were improved with funds obtained from the issuance of the \$12,875,000 Health Care Community Development Corporation Revenue Bonds (Bogalusa Community Medical Center Project) Series 2007A and \$4,625,000 Health Care Community Development Corporation Taxable Revenue Bonds (Bogalusa Community Medical Center Project) Series 2007B (together the “Bonds”), which Bonds were insured by MBIA Insurance Corporation (“Bond Insurer”).

NOW THEREFORE, pursuant to the CEA, it is hereby agreed for and in consideration of the foregoing, and of the terms, conditions and provisions of the CEA, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

Section 1.1 Sublease of Leased Premises. SUBLESSOR hereby subleases to SUBLESSEE all of the property leased to LSU under the Lease, which is as more fully described on the said Exhibit “A” attached hereto (the “Leased Premises”) and which Leased Premises is located on the Land described on Exhibit “B” hereto.

This Sublease shall at all times be subordinate and subject to the said Lease, and except for payment of the Rent under the Lease: (i) SUBLESSEE agrees to fully abide by and timely perform each and all of the obligations and covenants imposed upon SUBLESSOR in said Lease, and; (ii) SUBLESSEE assumes all of SUBLESSOR'S obligations under the Lease arising on or after, and/or to be performed on or after, the Effective Date of this Sublease; and (iii) SUBLESSEE agrees to defend, indemnify and hold SUBLESSOR free and harmless of and from any and all claims, demands and causes arising from SUBLESSEE'S violation of said Lease arising on or after, and/or to be performed on or after, the Effective Date of this Sublease.

Section 1.2 Term. The term of this Sublease shall be for a period commencing on March 17, 2014 at 12:00:00 a.m. (the "Commencement Date" or "Effective Date") and ending on March 16, 2024 (the "Term"); provided however, it is expressly agreed that this Sublease is subject to termination as provided in the CEA and any termination shall be subject to the Wind Down Provision as set forth in the CEA. In addition, if the term of the CEA is extended by a Renewal Term as provided in Section 13.1 of the CEA, then the term of this Sublease also shall automatically extend for a Renewal Term.

ARTICLE II.

Section 2.1 Rent.

A. The sublease annual rent (the "Sublease Rent") shall be the sum of (1) the base rent of \$2,526,572.05 per year, plus (2) payment of annual Operating Costs. The annual Sublease Rent shall be payable to LSU in advance in equal monthly installments, which includes Operating Costs, based on each Fiscal Year beginning July 1 and ending June 30 of each year; provided, however, it is agreed that notwithstanding any provision of the Lease or this Sublease to the contrary, SUBLESSEE's obligations to pay as part of Operating Costs (or otherwise) any item identified as "Consulting Fees – Support Services" or for any comparable services

(regardless of how identified) as part of Operating Costs or otherwise shall be limited to \$45,000.00 during the fiscal year ending on June 30, 2014, and \$45,000.00 during the fiscal year ending on June 30, 2015. SUBLESSEE shall not be obligated to pay as part of Operating Costs (or otherwise) any item identified as "Consulting Fees – Support Services" or for any comparable services (regardless of how identified) accruing on or after July 1, 2015. The foregoing shall not affect LSU's obligations under the Lease.

B. One twelfth (1/12th) of the annual Sublease Rent shall be paid monthly ten (10) days before the end of each calendar month for the ensuing month. For example, the January 2014 Sublease Rent is due to be paid to LSU on or before December 21, 2013. It is further agreed that the Sublease Rent will be adjusted as set forth in Section 7.6 of this Sublease, and shall also be adjusted for changes in the Operating Costs as provided and set forth in Section 3.3 through Section 3.8 of the Lease.

C. The initial monthly Sublease Rent for the first full month of this Sublease will be 1/12 of the base rent of \$2,526,572.05, plus 1/12 of the Operating Costs for the fiscal year ending June 30, 2014, which includes the cost of insurance on the Leased Premises.

Section 2.2 Rights and Obligations of Sublessee. SUBLESSEE shall pay the Sublease Rent to LSU as provided herein, and beginning as of the Effective Date, SUBLESSEE shall fully and timely pay and perform all of the obligations of LSU, except for the payment of Rent by LSU to BCMC, as provided for in the Lease, as fully as if SUBLESSEE is/was the original lessee under the Lease; and except as provided below, SUBLESSEE shall be entitled to all of the rights of SUBLESSOR in the Lease as fully as if SUBLESSEE is/was the original lessee under the Lease; and provided further however, any option or any right to acquire the Leased Premises shall remain in LSU and the transfer of title to the Land, Hospital Facilities, Leased Premises and

any other Improvements shall be to LSU. It is expressly agreed that LSU retains all rights under Article 28 of the Lease and SUBLESSEE has no right to acquire the Land, Leased Premises, Hospital Facilities or any other improvements or fixtures located or to be located on the Land. If LSU acquires the Leased Premises pursuant to the Lease and at a time when the CEA still is in effect, then this Sublease will continue between LSU and SUBLESSEE, as if the Lease remained in full force and effect.

Section 2.3 Sublease Rent Payments. All Sublease Rent is payable by SUBLESSEE to SUBLESSOR at the following address, until notified differently in writing by LSU: P. O. Box 91308, Baton Rouge, Louisiana 70821.

Section 2.4 Default by SUBLESSEE.

A. SUBLESSEE shall be in default under this Agreement if: (i) SUBLESSEE fails to timely make any payment, as required by this Sublease and/or to make any other payment required by LSU as Lessee under the Lease (except for the Rent Payment by LSU to BCMC under the Lease) arising on or after the Commencement Date, and/or (ii) SUBLESSEE fails to timely and fully pay and perform any of its other obligations as required by this Sublease or as required to be performed by LSU under the Lease on or after the Effective Date (except for the Rent Payment by LSU to BCMC under the Lease), which failure causes Lessor to declare a default under the Lease; and/or (iii) SUBLESSEE otherwise breaches any of its other obligations, covenants, representations or warranties under this Sublease and fails to cure such breach within thirty (30) days of written notice.

B. In the event of a default by SUBLESSEE, SUBLESSOR will be entitled to exercise any one or more of the following rights or remedies at its discretion: (1) demand immediate payment of all rents and other sums that are past due and continue to collect all rents

and other sums as they becomes due under this Sublease until the Lease terminates or expires, (2) immediately terminate this Sublease, (3) immediately evict SUBLESSEE, (4) recover all damages sustained by SUBLESSOR, and/or (5) exercise all other rights and remedies, and recover all damages available under Louisiana and other applicable laws.

C. For the enforcement of these remedies SUBLESSOR may have recourse to any applicable legal or equitable process for the recovery of possession of the Leased Premises and the right to seek an injunction or a declaratory judgment. No act of SUBLESSOR shall be deemed an act terminating this Sublease or declaring the Term ended unless notice is served upon SUBLESSEE by SUBLESSOR expressly setting forth therein that SUBLESSOR elects to terminate this Sublease.

ARTICLE III.

Section 3.1

A. Permitted Use. The Leased Premises shall be used and/or occupied by SUBLESSEE solely for a hospital, medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses which are not incompatible with a community hospital (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing ("Permitted Use"), and for no other purposes without the prior written consent of SUBLESSOR. SUBLESSEE will conduct its business on the Leased Premises in material compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes and decrees and all restrictions affecting the Land (herein "Law") and in accordance with the provisions of the CEA.

B. Obligations to Operate Hospital and Clinics. SUBLESSEE obligates itself to operate the hospital and medical clinics located on the Leased Premises during the term of this Sublease as provided in the CEA and in the Lease.

ARTICLE IV.

Section 4.1 No Assignment. SUBLESSEE may not, without the prior written consent of SUBLESSOR, assign, mortgage or otherwise encumber in whole or in part this Sublease or any interest therein; provided, SUBLESSEE may, with prior written notice to SUBLESSOR, but without the consent of SUBLESSOR, assign its interest as SUBLESSEE under this Sublease to a non-profit corporation or low-profit limited liability company, non-profit or low-profit limited liability partnership, or other non-profit legal entity wholly owned or controlled by or under common control with SUBLESSEE, or to any non-profit entity that is a successor by merger to the SUBLESSEE or that acquires SUBLESSEE or all or substantially all of the assets of SUBLESSEE, provided that such assignee assumes SUBLESSEE'S obligations hereunder by operation of Law or agrees to assume in writing SUBLESSEE'S obligations hereunder without release of SUBLESSEE, all in form and substance approved in writing by SUBLESSOR.

Section 4.2 No Subletting. SUBLESSEE, without the prior written consent of the President of the LSU System or his designee (the "LSU Representative"), which consent shall not be unreasonably withheld, may not further sublease or grant any other rights of use or occupancy of all or any portion of the Leased Premises; provided, SUBLESSEE may, with prior written notice to SUBLESSOR, but without the consent of the LSU Representative, grant one or more sub-subleases of or grant any other rights of use or occupancy of all or a portion of the Leased Premises (collectively "Permitted Subleases") to (1) a nonprofit corporation, or low-profit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity wholly owned, or controlled by or under common control with SUBLESSEE, or to any

nonprofit entity that is a successor by merger to the SUBLESSEE or that acquires SUBLESSEE or all or substantially all of the assets of SUBLESSEE; (2) retail subtenants, such as restaurants, drug stores, flower shops, newsstands, brace shops, and other subtenants which support the operations of the Hospital, as the term "Hospital" is defined in Article VIII below, and which would be routinely housed in a hospital or medical clinic of similar scope and operation; (3) a third party with which (i) SUBLESSEE and (ii) LSU have an affiliation agreement relating to the healthcare, academic or research activities conducted in the Hospital; (4) any entity or entities for the purpose of providing in-patient long-term acute care, in-patient rehabilitation treatment, inpatient chemical dependency treatment and/or other health care services, so long as such sublease or grant does not reduce the number of licensed acute care beds available for acute care patients in the Leased Premises below fifty (50) at any one time, and so long as such Sublease or grant does not materially conflict with or materially diminish, or be materially inconsistent with the Public Purpose (as defined in the CEA); and (5) health care service providers (including, but not limited to physicians) furnishing services to the community that are consistent with the Public Purpose and that do not adversely affect the GME Program (as defined in the CEA); provided that all such Permitted Subleases shall be subject and subordinate to all of the terms and conditions of this Sublease and the Lease, and the use of the Leased Premises permitted under any such Permitted Sublease shall be in accordance with the applicable terms and conditions of this Sublease, and further provided that such sublessee expressly acknowledges the above in the sublease. Any such Permitted Sublease for which such prior written consent of the LSU Representative is not required pursuant to this Section 4.2 shall: (a) have a term not exceeding the Term of this Sublease; and (b) further the mission of the Hospital and the Public Purpose as set forth in the CEA. Any subleases not meeting the foregoing criteria shall be submitted to the

LSU Representative for its prior review and approval, which approval shall not be unreasonably withheld. Any failure of the LSU Representative to respond within thirty (30) days of receipt of such written request shall be deemed consent. In the event the LSU Representative disapproves such a request, the LSU 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. Under no circumstances may SUBLESSEE sublease any space for any adult establishment (as defined by an applicable zoning code) including, but not limited to, adult bookstore, adult movie theater, adult novelty shop, tattoo shop, adult cabaret, liquor store or tobacco shop. Notwithstanding anything to the contrary set forth herein, no portion of the Leased Premises may be used by Sublessee, or any other sublessee if the property is further subleased, for the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, race track, or other facility used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises. Nevertheless, it is acknowledged that massage or hot tub therapy in connection with medical treatment is not prohibited and those therapies are permitted in the Leased Premises. Furthermore, notwithstanding anything contained in the Lease to the contrary, SUBLESSEE shall not enter into any sublease of all or part of the Leased Premises with any physicians group or medical practice if such sublease would be materially inconsistent with the Public Purpose as such term is defined in the CEA. Any sublease shall contain a provision to the effect if this Sublease is terminated for any reason, any sublease, at SUBLESSOR'S sole option, shall (i) continue in full force and effect with LSU being automatically substituted for SUBLESSEE as the lessor under such Sublease, with no liability for LSU for any obligations of SUBLESSEE (or any permitted assignee) which arose before LSU exercised its option to continue the sublease, or

(ii) be terminated without any liability to LSU or DOA. Further, any sublease shall contain a provision restricting the further sublease or assignment of all or any part of such sublease. It is further agreed that without the written consent of LSU, the total space which SUBLESSEE may sublease or grant rights of occupancy to third parties in the Leased Premises shall not exceed 50% of the total square footage of the buildings on the Leased Premises. In any instance in which LSU's consent is required for a sublease, and for so long as the Bonds are outstanding and the Bond Insurer is not in default of any of its obligations related to the Bonds, the consent of the Bond Insurer, which consent shall not be unreasonably withheld, shall also be required.

Section 4.3 Assignment or Sublease - Compliance with Lease. Notwithstanding the above, SUBLESSEE must also comply with all provisions of the Lease and obtain any consents to assign and/or Sublease as required in the Lease. In the event that LSU's consent is not required for the applicable consent, or LSU agrees to grant its consent to a request, LSU agrees to reasonably cooperate with SUBLESSEE in attempting to obtain any of such consents.

Section 4.4 SUBLESSEE Remains Liable. In no event shall any assignment or subletting of all or any portion of the Leased Premises release SUBLESSEE from any obligations under the Sublease, unless such release shall be evidenced by SUBLESSOR'S express written agreement at the time of the assignment or subletting, which agreement may be withheld in SUBLESSOR'S sole discretion.

ARTICLE V.

Section 5.1 SUBLESSEE'S Improvements and Alterations. SUBLESSEE shall not make any Major Alteration (defined herein) to the Leased Premises without the prior written approval of SUBLESSOR and DOA, which approval can be given for LSU by the LSU Representative or by the Director of Facility Planning in the LSU President's Office, which consent shall not be unreasonably withheld or delayed. In connection with any requested Major

Alteration, SUBLESSEE shall submit to SUBLESSOR and DOA an explanation of the work proposed to be carried out, in a level of detail required by SUBLESSOR and DOA in its reasonable discretion, and including plans and specifications therefor unless the requirement of such plans and specifications is waived in writing by SUBLESSOR and DOA in their reasonable discretion. If neither SUBLESSOR nor DOA has notified SUBLESSEE of approval or denial (with written reasons in the event of a denial) of a request for consent to a Major Alteration within thirty (30) days after receipt by the LSU Representative and DOA of such information as is necessary to describe the Major Alteration in reasonable detail, SUBLESSOR and DOA shall be deemed to have approved the request.

A. A "Major Alteration" is any alteration or other change to the Leased Premises: (i) which is structural in nature; (ii) which would materially change the Leased Premises exterior appearance or structure limit line, (iii) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Leased Premises, or (iv) which is estimated in good faith to cost in excess of \$500,000.00. Unless otherwise specifically provided herein, all alterations and improvements to the Leased Premises, including, but not limited to, Major Alterations, (collectively, "Improvements") shall be performed by SUBLESSEE, at no cost or expense to SUBLESSOR. All Improvements shall be made in accordance with La. R.S. 17:3361, et seq. Such Improvements shall not reduce the then fair market value of the Leased Premises, and shall not adversely impact the structural integrity of the Leased Premises. Approval by SUBLESSOR of any Major Alterations shall not constitute any warranty by SUBLESSOR to SUBLESSEE of the adequacy of the design for SUBLESSEE'S intended use of the Leased Premises. All work performed for or by SUBLESSEE shall be subject to and in accordance with all federal, state,

parish and city building and/or fire department codes and ordinances. Any required alterations performed in connection with such Improvements to meet said codes and ordinances shall be performed by SUBLESSEE, at SUBLESSEE'S expense. All work shall be performed for or by SUBLESSEE in a good and workmanlike manner, and SUBLESSEE shall prosecute the same to completion with reasonable diligence. SUBLESSEE shall complete all Improvements so as not to create any liens or encumbrances against the Leased Premises or SUBLESSEE'S leasehold interest or any of SUBLESSOR'S property or BCMC's property, and SUBLESSEE shall furnish: (i) a clear lien certificate for any Major Improvements to the Leased Premises; or (ii) any other evidence thereof with respect to any Improvements to the Leased Premises which are not Major Improvements.

B. Before the commencement of any work in excess of One Million Dollars (\$1,000,000.00) for construction of Improvements, SUBLESSEE shall supply SUBLESSOR with appropriate Performance and Payment Bonds. These bonds are at SUBLESSEE'S expense and shall be issued in a form satisfactory to SUBLESSOR and in such a manner as to protect the SUBLESSOR'S interest in the Leased Premises. Any requirement of this Section 5.1B may be waived with the consent of SUBLESSOR and Division.

C. The rights, responsibilities and obligations of the Division of Administration, Office of Facility Planning and Control ("FPC") shall be governed by the provisions of La. R.S. 17:3361, La. R.S. 40:1724, and all other regulatory and statutory authority granted to the Division of Administration FPC with respect to maintenance, repair and/or improvements to public buildings and property, including obtaining FPC's consent and/or approval of plans, specifications, construction contracts and construction.

D. Upon termination of this Sublease for any reason other than a SUBLESSEE default, in addition to any other amounts that may be due to SUBLESSEE, LSU and DOA shall pay to SUBLESSEE an amount equal to the book value as of such termination date of the unamortized Major Alterations made by SUBLESSEE to the Leased Premises that were approved by SUBLESSOR and DOA in accordance with this Article V, computed on a GAAP basis (herein "Unamortized Improvements"), but only to the extent such payment is funded by the State in accordance with Section 7.11 hereof; provided, however, any such obligation to pay pursuant to this Section 5.1D, shall be reduced on a dollar-for-dollar basis to the extent any State, Division or SUBLESSOR funds are expended to improve the Leased Premises subsequent to the Commencement Date of this Sublease because of a failure of SUBLESSEE to satisfy its obligations hereunder.

Section 5.2 Cost of SUBLESSEE'S Improvements. SUBLESSEE shall be solely responsible for the costs of all Improvements to the Leased Premises undertaken by SUBLESSEE pursuant to Article V. Following completion of the Improvements, SUBLESSEE shall provide to SUBLESSOR a lien waiver from SUBLESSEE'S contractor covering the cost of work, materials and equipment supplied by the contractor and all subcontractors and materialmen. All Improvements, whether or not they are Major Alterations, made to the Leased Premises by SUBLESSEE shall become and remain the property of SUBLESSOR and/or Lessor (as provided in the Lease) at the termination of this Sublease without any cost to SUBLESSOR. Notwithstanding the foregoing, if SUBLESSEE performs a Major Alteration without obtaining SUBLESSOR'S and Division's consent (or deemed consent as set forth above), in addition to any other remedy available for such violation, SUBLESSOR may, at its option, by written notice to SUBLESSEE require that SUBLESSEE remove the Major Alteration specified in such notice

and return the Leased Premises to its condition prior to the unauthorized performance of the Major Alteration. If SUBLESSEE fails to remove such Major Alteration and restore the Leased Premises to its original condition within sixty (60) days of the above-described written notice, or if such removal and restoration cannot be completed in sixty (60) days, and SUBLESSEE does not commence such removal and restoration within sixty (60) days and perform the removal and restoration diligently to completion, SUBLESSEE shall promptly reimburse, as Additional Rent, the SUBLESSOR for any expense that SUBLESSOR incurs in performing such removal and restoration. SUBLESSEE shall pay the cost for any additional personal property, fixtures, equipment, furniture and other unattached items of personal property which SUBLESSEE may place in the Leased Premises including, but not limited to, counters, shelving, showcases, chairs and other unattached movable machinery, equipment and inventory (collectively, "Personal Property"), and the Personal Property shall be and remain the property of SUBLESSEE and may be removed by SUBLESSEE at any time or times prior to the expiration of the Term; provided, however, that SUBLESSEE shall repair any damage to the Leased Premises caused by such removal.

Section 5.3 BCMC Approval. Notwithstanding any provision of this Sublease, SUBLESSEE may not make any Major Alterations to the Leased Premises, without the express written approval of BCMC, which shall not be unreasonably withheld or delayed. In addition, SUBLESSEE will provide notice to BCMC of the performance of any other alterations to the Leased Premises that cost more than \$5,000.00 to complete no later than thirty (30) days following the completion of such alterations.

Section 5.4 AS IS Condition. SUBLESSEE accepts the Leased Premises in their "as is" condition, that being the condition or state in which the Leased Premises exist at the

Commencement Date of this Sublease, without representation or warranty, express or implied, in fact or in Law, oral or written, by SUBLESSOR or by Lessor, but subject to Lessor's obligations with regard to the Leased Premises as set forth in the Lease.

**ARTICLE VI.
INDEMNIFICATION**

Section 6.1 SUBLESSEE'S Indemnification to SUBLESSOR. SUBLESSEE shall indemnify, defend and hold harmless SUBLESSOR and its board members, officers and employees, together with any of their respective successors and assigns (collectively, the "LSU Indemnitees") and Bond Insurer 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 (collectively "Claims") which arises out of, is occasioned by or is attributable to SUBLESSEE'S use of, and/or activities on, the Leased Premises, including its officers, agents, employees, invitees, permittees, contractors, or subcontractors. SUBLESSEE shall further indemnify, defend and hold harmless the LSU Indemnitees and Bond Insurer from any and all claims, demands, litigation or governmental action involving the presence or suspected presence of hazardous materials on or in the Leased Premises and any violation of any Law, but solely to the extent any of the foregoing is due to the acts of SUBLESSEE, its officers, agents, employees, invitees, permittees, contractors or subcontractors, occurring after the Commencement Date.

All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Sublease.

Notwithstanding any provision to the contrary contained in this Sublease, SUBLESSOR acknowledges that the SUBLESSEE'S obligation to indemnify and hold any LSU Indemnitees harmless under this Article shall not extend to any Claims to the extent arising out of the negligence or willful misconduct of any LSU Indemnitees.

Section 6.2 SUBLESSEE'S Indemnification to DOA. Lessee shall indemnify, defend and hold harmless DOA and its employees, together with any of their respective successors and assigns (collectively, the "DOA 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 Claims which arises out of, is occasioned by or is attributable to SUBLESSEE'S use of, and/or activities on, the Leased Premises including its officers, agents, employees, invitees, permittees, contractors, or subcontractors. SUBLESSEE shall further indemnify, defend and hold harmless the DOA Indemnitees from any and all claims, demands, litigation or governmental action involving the presence or suspected presence of hazardous materials on or in the Leased Premises and any violation of any Law, but solely to the extent any of the foregoing is due to the acts of SUBLESSEE, its officers, agents, employees, invitees, permittees, contractors or subcontractors, occurring after the Commencement Date.

All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Sublease.

Notwithstanding any provision to the contrary contained in this Sublease, DOA acknowledges that the SUBLESSEE'S obligation to indemnify and hold any DOA Indemnitees harmless under this Article shall not extend to any Claims to the extent arising out of the negligence or willful misconduct of any DOA Indemnitees.

Section 6.3 SUBLESSOR'S Indemnification. To the extent authorized by Law, SUBLESSOR will indemnify, defend and hold harmless SUBLESSEE and its officers, agents and employees, together with any of SUBLESSEE'S permitted successors and assigns, from and against any Claims arising out of the negligence or willful misconduct of SUBLESSOR, its board members, officers or employees.

Section 6.4 DOA'S Indemnification. To the extent authorized by Law, DOA will indemnify, defend and hold harmless SUBLESSEE and its officers, agents and employees, together with any of SUBLESSEE'S permitted successors and assigns, from and against any Claims arising out of the negligence or willful misconduct of DOA or its employees.

Section 6.5 Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to any indemnitor.

ARTICLE VII.

Section 7.1 Governing Law. This Sublease shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 7.2 Invalidity or Inapplicability of Clause. If any term or provision of this Sublease or the application thereof is invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

Section 7.3 Notices. All notices required, necessary or desired to be given pursuant to this Sublease shall be in writing and shall be effective upon the date when such notice is hand-delivered to the party who is the intended recipient thereof, or otherwise actually received

(whether by U.S. Mail, overnight courier service or other means of delivery) by the party intended recipient, who acknowledges receipt in writing of said notice and addressed as follows:

If to Sublessor: Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
Attention: Executive Vice President for Health Care
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

With a copy to: Taylor Porter, Brooks & Phillips, L.L.P.
Attention: LSU Health Care Partner
451 Florida Blvd., Suite 800
Baton Rouge, Louisiana 70801

National Public Finance Guarantee Corporation
113 King Street
Armonk, New York 10504

and Bond Insurer (at the address provided below)
(for so long as the Bonds are outstanding and the Bond
Insurer is not in default of any of its obligations related to the
Bonds)

If to State: The State of Louisiana through the Division of
Administration
Attn: Kristy H. Nichols, Commissioner of Administration
Division of Administration, Office of the Governor
State of Louisiana
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

If to Sublessee: Our Lady of the Angels Hospital, Inc.
4200 Essen Lane
Baton Rouge, Louisiana 70809
Attn: Robert Burgess, President and CEO

With a copy to: Our Lady of the Angels Hospital, Inc.
4200 Essen Lane
Baton Rouge, Louisiana 70809
Attention: General Counsel

With a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
201 St. Charles Avenue, Suite 3600
New Orleans, LA 70170-3600
Attn: Jon F. Leyens, Jr.

If to Bond Insurer: National Public Finance Guarantee Corporation
113 King Street
Armonk, New York 10504

Each party may redesignate its address for notice at any time and from time to time by like written notice.

Section 7.4 Attorney Fees. In the event any party defaults in any of its respective obligations under this Sublease, it shall also be liable to pay any and all of the reasonable attorney fees incurred by the non-defaulting party(ies') related to any negotiations, compromises and/or enforcement of the non-defaulting party's(ies') rights hereunder.

Section 7.5 Insurance and Utilities. As provided in the Lease, the Lessor pays for certain insurance, subject to being reimbursed those sums as part of the Operating Costs under this Sublease (even though the insurance premiums are included as a part of the Additional Rent in the Lease). It is further agreed that as SUBLESSOR has been paying for all utilities, such as electricity, water, gas, telephone, sewer and all of the other Lessor Services as set forth in Article 15 of the Lease, SUBLESSEE shall obtain and pay for all such utilities, and other Lessor Services described in Article 15 directly. SUBLESSEE will also obtain and maintain its own general liability insurance and other insurance as required under the Lease for its property and activities at its own cost and expense. In addition, because Lessor obtains property insurance for the Leased Premises pursuant to the requirements of the Lease and because the proceeds of that insurance (including any business interruption proceeds) are not subject to SUBLESSEE'S control, SUBLESSOR acknowledges and agrees that in the event of a casualty, SUBLESSEE'S obligation to pay rent to SUBLESSOR shall be equitably abated in accordance with the damage to the Leased Premises while the Leased Premises are being restored by Lessor pursuant to the Lease, provided however that under no circumstances will such rent abatement cause the

Sublease Rent to be reduced to an amount that is less than the Debt Service Component of the Base Rent, as defined and set forth in the Prime Lease. Notwithstanding any provision of this Sublease to the contrary, if a casualty occurs that results in damages to the Leased Premises reasonably expected to cost more than Two Million Dollars (\$2,000,000.00) to repair or that causes more than fifty percent (50%) of the Leased Premises to be unusable by SUBLESSEE, then SUBLESSOR, in its discretion, shall have the right to terminate this Sublease by delivering written notice of such termination to SUBLESSEE no later than ninety (90) days following the casualty, provided that the CEA also is terminated at such time.

Section 7.6 Maintenance. As provided in the Lease, Lessor will perform maintenance, subject to having all costs thereof reimbursed as part of the Operating Costs.

Section 7.7 Operating Budget. As provided in the Lease, Lessor will annually each fiscal year provide LSU with a proposed operating budget and give LSU a notice of Proposed Operating Costs for the ensuing Fiscal Year based on a budget agreed to between Lessor and LSU and upon receiving such notice LSU will promptly give notice thereof along with a copy of the proposed budget to SUBLESSEE, and SUBLESSEE will provide LSU written notice within 10 days thereof as to its approval thereof or of any suggested changes. If there is a disagreement between LSU and SUBLESSEE as to the proposed budget, the parties will work in good faith to resolve any such disagreements. LSU hereby agrees that SUBLESSEE is authorized to have direct interface with Lessor related to the operating budget and maintenance and service issues.

Section 7.8 Increased Rent Due to BCMC Alterations or Improvements. If BCMC agrees to make alterations or improvements to the Leased Premises, at a cost to be added to the Rent to be paid by LSU, and if such alterations and/or improvements are approved by LSU, all as provided in the Lease, and by SUBLESSEE, then in such event, SUBLESSEE'S Sublease Rent

shall also be increased to cover the cost of said alterations or improvements. LSU agrees not to request alterations and/or improvements without SUBLESSEE'S prior consent, and LSU agrees to reasonably cooperate with SUBLESSEE in obtaining BCMC's consent to any alterations or improvements requested by SUBLESSEE.

Section 7.9 Entire Agreement. All of the agreements and stipulations contained herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

Section 7.10 Authorized Representatives of the Parties. In any instance in which the approval or consent of a party is required, it may be given on behalf of SUBLESSOR by the then President of the LSU System or by his designee, and on behalf of SUBLESSEE by its then President or by his designee.

Section 7.12 Appropriation of Funds. Notwithstanding anything to the contrary contained in this Sublease, all State, Division and LSU obligations under this Sublease to make payments of any kind in a future fiscal year, shall be subject to appropriation by the Louisiana Legislature of sufficient funds therefor and the availability of funds following Legislative appropriation; provided, however, and notwithstanding anything to the contrary contained herein or in the CEA, any and all obligations of the Division and/or LSU to refund or make payments to SUBLESSEE shall be subject to, and contingent upon, appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated for refunding/paying of such sums by LSU and/or the Division to Lessee (the "Appropriation"), and any such obligation by LSU and/or the Division is limited only to the portion of said Appropriation which the respective obligor receives. In the event that SUBLESSEE is due a payment/refund pursuant to the provisions of Section 5.1D, the State, the Division and SUBLESSOR agree to make good

faith best efforts to seek specific appropriation for such refund by the Louisiana Legislature, and the Division and/or SUBLESSOR shall include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such refund to Lessee pursuant to this Sublease.

Section 7.13 Provision of Records. Until the expiration of four (4) years after the furnishings of any services hereunder and in the event the services provided by the parties hereunder are valued at Ten Thousand Dollars (\$10,000) or more during any 12-month period, the parties shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.

Section 7.14 Consent. In any instance in which the consent or approval from a party to this Sublease is required under this Sublease, then, unless specifically stated otherwise in such provision, such party agrees not to unreasonably withhold, delay or condition such consent or approval.

Section 7.15 Recordation of Sublease. It shall be the responsibility of SUBLESSEE to prepare an extract of the Sublease, which each party agrees to execute to record in the Office of the Parish Recorder of the Parish of Washington. The form of the Extract of Sublease agreement shall require the approval of SUBLESSOR. SUBLESSEE shall provide LSU with a copy of the recorded Extract of Sublease. Recordation of the Extract of Sublease shall be at SUBLESSEE'S expense.

Section 7.16 Successors and Assigns. This Sublease shall be binding on and will inure to the benefit of the parties to this Sublease and their respective successors and assigns, provided any such assignment was made in a manner consistent with terms of this Sublease.

Section 7.17 Tax Regulatory Agreement. The SUBLESSEE will not take any action that would cause a violation of the provisions of the Tax Regulatory Agreement, dated as of September 1, 2007 (the "Tax Regulatory Agreement"), by and among the Health Care Community Development Corporation, Bogalusa Community Medical Center and Regions Bank, as trustee, and the SUBLESSEE further agrees to comply with the provisions of the Tax Certificate (attached to the Tax Regulatory Agreement following Exhibit E), dated September 28, 2007, executed by the SUBLESSOR.

**ARTICLE VIII.
LIMITED ASSUMPTION OF LIABILITIES**


Section 8.1 It is expressly understood and agreed that SUBLESSEE will not assume nor be liable for any liability, obligation, claim against or contract of SUBLESSOR of any kind or nature, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of SUBLESSOR to the extent such liability, obligation or claim arises out of or relates to the operation of the hospital facility and the Leased Premises (the "Hospital") prior to the Commencement Date of this Sublease. To the extent allowed by Law, LSU agrees to satisfy and hold SUBLESSEE harmless from and against any and all liabilities arising from or relating to the Hospital prior to the Commencement Date of this Sublease.

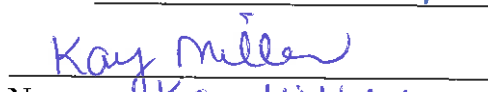
The remainder of this page is intentionally left blank.
[Signatures on Next Page]

Signature Page for Agreement of Sublease
(Bogalusa Community Medical Center)

IN WITNESS WHEREOF, SUBLESSOR has signed its name, as of the 14th day of January, 2014, in the presence of the undersigned competent witnesses on the dates set forth under their respective signatures:

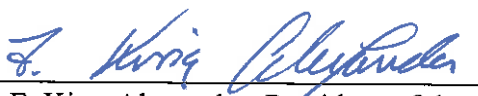
WITNESSES:


Name: Nancy C. Dougherty
Date: _____


Name: Kay Miller
Date: _____

SUBLESSOR:

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

By: 
F. King Alexander, President of the
LSU System
Date: 1/14/14

Signature Page for Agreement of Sublease
(Bogalusa Community Medical Center)

IN WITNESS WHEREOF, State has signed its name, as of the 14th day of January, 2014, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

WITNESSES:

Portia Johnson
Name: Portia Johnson
Date: 1-14-14

Lauren Barkalich
Name: Lauren Barkalich
Date: 1-14-14

STATE:

THE STATE OF LOUISIANA THROUGH
THE DIVISION OF ADMINISTRATION

Kristy H. Nichols
Kristy H. Nichols
Commissioner of Administration
Date: 1-14-14

Signature Page for Agreement of Sublease
(Bogalusa Community Medical Center)

IN WITNESS WHEREOF, SUBLESSEE has signed its name, as of the 14th day of January, 2014, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

WITNESSES:

Alexandra Knight
Name: Susan Knight
Date: _____

Yvonne Pellum
Name: Yvonne Pellum
Date: _____

SUBLESSEE:

**OUR LADY OF THE ANGELS
HOSPITAL, INC.**

By: Robert Burgess
Robert Burgess, President and CEO

Date: _____

Exhibits to Bogalusa Sublease

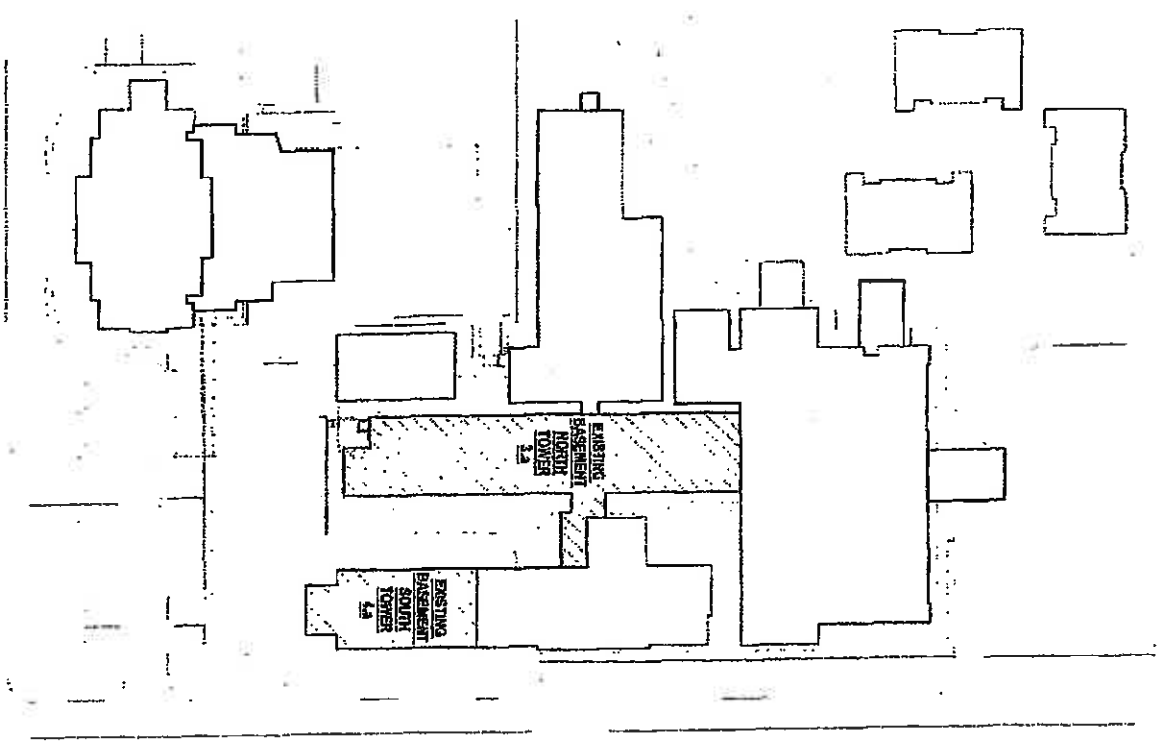
EXHIBIT

"A"

All of those areas comprising a total of approximately 123,000 square feet all shown as hatched on the attached site plans of the Medical Center bearing municipal number 433 Plaza Street and 420 Avenue F, Bogalusa, Louisiana, together with the right of uninterrupted use of and access, ingress, egress and passage during the Term to, over and through all roads, walkways, parking areas, entrances and passageways, now or hereinafter appurtenant to or adjoining the Leased Premises, and all walkways, passageways, and corridors within the Medical Center linking structures within the Medical Center and/or the Leased Premises, for vehicular and pedestrian ingress and egress.

1. Existing Hospital East Wing:
 - a. First Floor (shown on SP.1 attached hereto)
 - b. Second floor less 3,206 square feet which is leased to a private tenant (shown on SP.2 attached hereto)
2. North Wing: Entire Building, being one floor (shown on SP.1 attached hereto)
3. North Tower:
 - a. Existing Basement North Tower (shown on SP.B attached hereto)
 - b. First Floor (shown on SP.1 attached hereto)
 - c. Second Floor (shown on SP.2 attached hereto)
 - d. Third Floor (shown on SP.3 attached hereto)
4. South Tower:
 - a. Existing Basement South Tower (shown on SP.B attached hereto)
 - b. First Floor shown as "New O.B. Unit Renovation/New Family Center" and "South Tower" (shown on SP.1 attached hereto)
 - c. Second Floor (shown on SP.2 attached hereto)
 - d. Third Floor (shown on SP.3 attached hereto)
5. Existing Laundry Building: One story metal building (shown on SP.1)

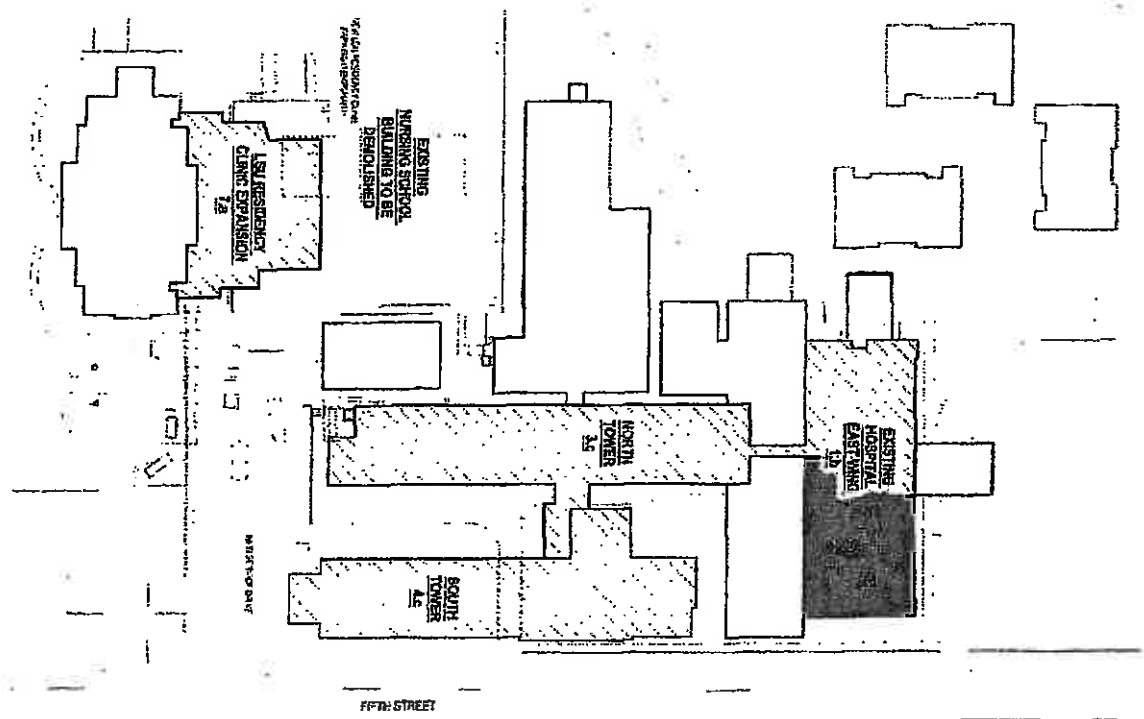
6. Space in part or all of three Medical Arts Buildings (shown on SP.1 attached hereto)
7.
 - a. LSU Residency Clinic Expansion (first floor and second floor) (shown on SP.1 and SP.2 attached hereto)
 - b. Existing Residency Clinic Building (shown on SP.1 attached hereto)



BASEMENT PLAN

LEGEND
 ■ . LSU

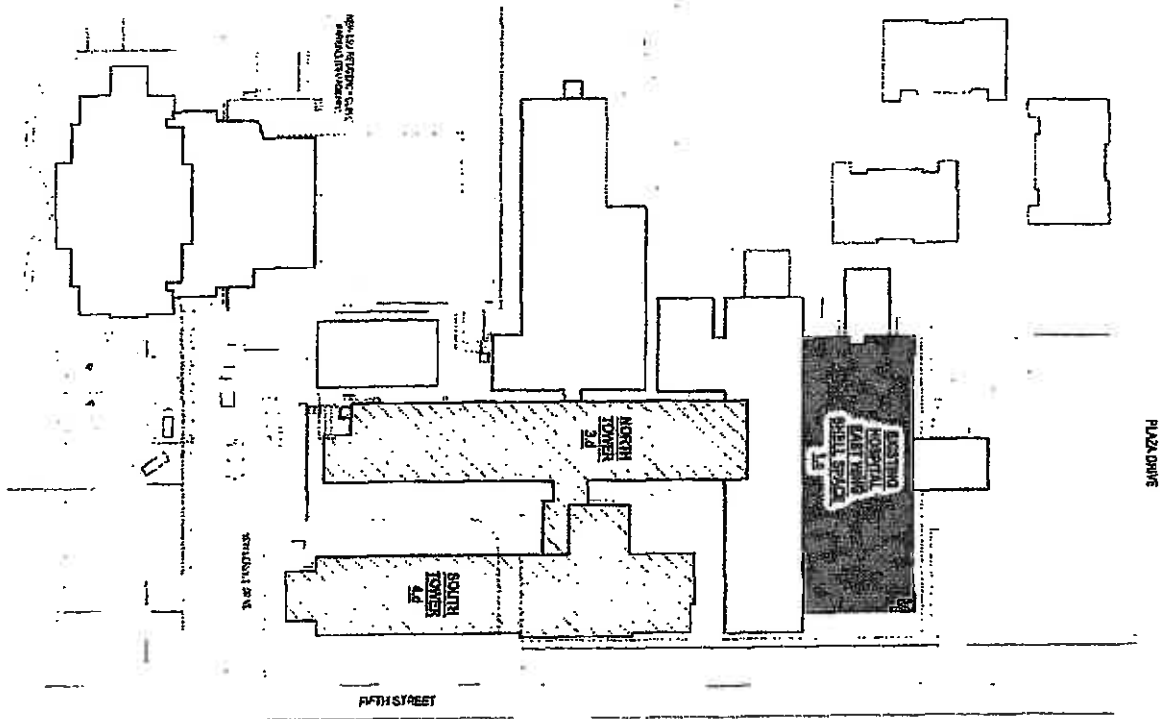
	PROPOSED ADDITIONS/RENOVATIONS FOR OB / LSU RESIDENCY PROGRAM CLINIC BOGALUSA MEDICAL CENTER - LSU HEALTH SCIENCES CTR. BOGALUSA, LOUISIANA 70427	
	2107 St. Louis Street Baton Rouge, LA 70803 504-388-4788 fax 504-388-4878 fax WWW.F&LARCHITECTS.COM	



LEGEND
 ■ LSU
 ■ HEART & CARDIOVASCULAR

SECOND FLOOR PLAN

SP.2	PROPOSED ADDITIONS/RENOVATIONS FOR OB / LSU RESIDENCY PROGRAM CLINIC BOGALUSA MEDICAL CENTER - LSU HEALTH SCIENCES CTR. BOGALUSA, LOUISIANA 70427	
	228 N. Main Street Bogalusa, LA 70427 504-482-4500 FAX 504-482-4501	



THIRD FLOOR PLAN

LEGEND

— — — — — LSU

— — — — — RENOVATION

SP.3	PROPOSED ADDITIONS/RENOVATIONS FOR OB / LSU RESIDENCY PROGRAM CLINIC BOGALUSA MEDICAL CENTER - LSU HEALTH SCIENCES CTR. BOGALUSA, LOUISIANA 70427		
	228 E. Lake Street Bogalusa, LA 70427 850-492-4300 FAX 850-492-4231 FAX www.handt.com		

Exhibit B
to Bogalusa Sublease

LEGAL DESCRIPTION OF LAND

- (A) Tract A (the Clinic Building and Land) of that certain tract of land located in Block 50 of the Resubdivision or Supplemental Map No. I of South Bogalusa, in the City of Bogalusa, Headright 38, Township 3 South, Range 13 East, Washington Parish, Louisiana Fall as shown on a survey by Richard B. Edwards dated October 12, 1994, revised June 28, 1995, a copy of which is attached hereto.
- (B) Tract B (the Hospital building and land) of that certain tract of land located in Block 50 of the Resubdivision or Supplemental Map No. I of South Bogalusa, in the City of Bogalusa, Headright 38, Township 3 South, Range I 3 East, Washington Parish, Louisiana, more particularly described as follows:
- Begin at the intersection of the northern line of Fifth Street with Avenue "F" and go along the eastern line of Avenue F in a northerly direction, 372 feet; thence turn an angle of 90 degrees to the right and go in an easterly direction, 118 feet to the Point of Beginning; thence in an easterly direction, 469.16 feet to the western line of Plaza Drive; thence in a southerly direction along the western line of Plaza Drive, along an arc of a curve to the left having a radius of 360 feet, 72.49 feet; thence continue along the western line of Plaza Drive in a southerly direction, 300 feet to the northern line of Fifth Street; thence along the northern line of Fifth Street in a westerly direction, 480 feet to the Point of Beginning. All as shown on a survey by Richard B. Edwards dated October 12, 1994, revised June 28, 1995, a copy of which is attached hereto; which property bears the municipal address of 433 Plaza Street, Bogalusa, Louisiana.
- (C) Lot No. Thirteen (13) and the North One-half(N 2) of Lot Fourteen (14) of Block Fifty Eight (58) of the Resubdivision of South Bogalusa, as per map or plat of said Addition on file in the Office of the Clerk of Court at Franklinton, Washington Parish, Louisiana.
- (D) Various buildings and structures included in the immovable properties are described herein, with actual and effective ages as determined by American Appraisal Associates. The heating, air conditioning, ventilating, plumbing, sprinklers, electrical, drainage systems, elevators and roofs servicing these buildings and structures are as would reasonably be expected for such properties, considering no major renovations have been made to the properties. Other than as disclosed in Schedule 4.8, there are no outstanding issues relating to the property

of BCMC. The property is not in an area designated as a flood hazard area:
however. BCMC does have flood insurance.

BLOCK 50

342 FT WIDE
587.16'

1174' ROADWAY
172'

ASPHALT & PARKING

CONCRETE-PARKING

372'

AVENUE "E"

TRACT "A"

TRACT "B"

100'

200'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

172'

REET

ASPHALT ROADWAY

FIFTH

24' ALLEY

ASPHALT ROADWAY

AVENUE "E"

BLOCK 58

326

Exhibit A
Leased Premises

Exhibit B

Land