

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made and entered into this 30th day of September, 2013, by and between **BRF HOSPITAL HOLDINGS, L.L.C** ("Assignee"), a Louisiana limited liability company, and the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** ("Assignor"), a public constitutional corporation of the State of Louisiana. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the CEA (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Cooperative Endeavor Agreement dated as of September 30, 2013 ("CEA") regarding LSU Medical Center–Shreveport in Shreveport, Louisiana and E.A. Conway Medical Center in Monroe, Louisiana (collectively, the "Hospitals") by and among: (1) Assignor, (2) Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation, (3) Assignee, (4) the State of Louisiana through the Division of Administration, and (5) the State of Louisiana through the Department of Health and Hospitals; and

WHEREAS, pursuant to the CEA, Assignor agreed to assign to Assignee, and Assignee agreed to assume from Assignor, all of Assignor's rights and interest in the Personal Property Leases identified in Schedule 2.3(b) to the CEA, in the contracts, commitments, leases and agreements described in Schedule 2.3(c) to the CEA and all Permits utilized in the operation of the Hospitals (including applications therefor) described in Schedule 2.3(d) to the CEA (collectively, the "Assigned Items").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- 1. Assignment.** Assignor hereby assigns to Assignee the Assumed Items.
- 2. Assumption.** Assignee hereby accepts the assignment from Assignor of the Assumed Items and hereby assumes and agrees to pay, satisfy, perform and discharge in accordance with their respective terms the obligations arising under the Assumed Items for periods after the Commencement Date (except for liabilities or obligations arising out of any breach of any such Assumed Items prior to the Commencement Date).
- 3. Further Assurances.** Assignor and Assignee each agree to take any and all reasonable additional actions and to execute, acknowledge and deliver any and all documents which the other party hereto may reasonably request in order to effect the intent and purposes of this Assignment and the transactions contemplated hereby.
- 4. Remedies.** Assignor's and Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the CEA.

5. **Entire Agreement.** This Assignment supersedes any and all prior agreements, either oral or written, between the parties with respect to the subject matter of this Assignment (including any term sheet or similar agreement or document relating to the transactions contemplated hereby) other than any such agreements included in the CEA. This Assignment, together with the CEA, constitutes the entire agreement between the parties with respect to the subject matter hereof.

6. **Waiver.** The waiver by either party of a breach or violation of any provision of this Assignment shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

7. **No Ratification, Extension or Renewal.** This Assignment is not intended to, and does not in any way, ratify, expand, extend or renew any of the Assumed Items or any liability or obligation thereunder, or liability or obligation that has terminated or expired pursuant to its terms or otherwise.

8. **Amendment.** This Assignment may be modified or amended only by a written instrument duly executed by each of the parties hereto.

9. **Counterparts and Facsimile Signatures.** This Assignment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile signature of any party to this Assignment or a PDF copy of the signature of any party to this Assignment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same effect as the delivery of an original signature or an original contract.

10. **No Third Party Beneficiary.** The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective permitted successors or permitted assigns, and this Assignment shall not confer third party beneficiary rights upon any other Person.

11. **Binding Effect.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns and no others.

12. **Governing Law.** The parties agree that this Assignment shall be governed by and construed in accordance with the Laws of the State of Louisiana, excluding any conflict-of-laws rule or principle that might refer the governance or the interpretation, construction or enforcement of this Assignment to the Laws of another jurisdiction.

13. **Construction.** Whenever the context of this Assignment requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

14. **Headings.** The division of this Assignment into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment.

15. Severability; Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the parties to this Assignment will not be materially and adversely affected thereby, then (a) such provision will be fully severable; (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

16. Conflicts Between Agreements. This Assignment is made pursuant to the CEA and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the CEA, the CEA shall control.

17. Commencement Date. This Assignment shall be deemed effective as of 12:00 a.m. on October 1, 2013 (the "Commencement Date").

18. Acknowledgement. This Assignment shall not constitute an agreement to assign any Assumed Items if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of Assignor thereunder (or the rights of Assignee thereunder following the Commencement Date), unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights of Assignor thereunder (or the rights of Assignee thereunder following the Commencement Date) so that Assignee would not in fact receive all such rights, Assignor shall upon the request of Assignee cooperate in any reasonable arrangement designed to provide for Assignee the benefits under any such Assumed Items, including enforcement of any and all rights of Assignee against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their names on the dates written below and agree that this Assignment shall be effective as of the Commencement Date.

WITNESSES:

ASSIGNOR:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation of the State of Louisiana

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

Date: _____

ASSIGNEE:

BRFHH SHREVEPORT, L.L.C.

By: _____
Stephen F. Skrivanos, Chair

Date: _____