

RIGHT OF USE AND OCCUPANCY AGREEMENT

This Right of Use and Occupancy Agreement (the "Agreement") is made and entered into as of the 14th day of January, 2014 by and between:

BOGALUSA COMMUNITY MEDICAL CENTER, a Louisiana nonprofit corporation, represented herein by Karen B. Young, its President, duly authorized by virtue of a resolution adopted December 20, 2013, a copy of which is attached hereto, with a mailing address of 747 Daventry Drive, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX5495) (hereinafter referred to as "GRANTOR"); and

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 "GRANTEE");

WITNESSETH

WHEREAS, Grantor is the owner of certain immovable property with improvements thereon consisting of a community hospital, medical clinics, several medical office buildings and other improvements, all of which are located on the Land (as defined and described in the Prime Lease referenced below), which Land has a municipal address of 433 Plaza Street and 420 Avenue F, Bogalusa, Louisiana (collectively, the "Medical Center");

WHEREAS, portions of the Medical Center (the "Prime Lease Premises") currently are being leased by Grantor to Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana (hereinafter referred to as "LSU") pursuant to that certain Amended and Restated Lease Agreement dated as of September 28, 2007 (the "Prime Lease");

WHEREAS, the Prime Lease Premises will be subleased by LSU to Grantee pursuant to that certain Agreement of Sublease dated as of even date herewith (as amended, modified, supplemented and/or restated from time to time, the "Sublease"); and

WHEREAS, in furtherance of that certain Cooperative Endeavor Agreement of even date herewith by and among LSU, Grantee and others (the “CEA”), Grantor and Grantee desire to enter into this Agreement to permit Grantee, subject to the terms hereof, to use and occupy any and all remaining portions of the Medical Center that are not subject to the Prime Lease (the “Remaining Premises”).

NOW, THEREFORE, for an in consideration of the covenants and obligations set forth in this Agreement, the CEA and the Sublease, and the benefits to the parties of the transactions referenced therein, Grantor and Grantee do hereby agree as follows:

1. **Use of Remaining Premises.** Grantor, in consideration of Grantee’s obligations under the Sublease and other covenants of Grantee contained herein, hereby grants to Grantee, subject to the terms of the Prime Lease and during the Term (as hereinafter defined), the right to use and occupy the Remaining Premises.

2. **Term.** The term of this Agreement (the “Term”) shall be for a period coterminous with the term of the Sublease.

3. **Compliance with Prime Lease.** Grantee’s use of and Grantor and Grantee’s respective obligations with regard to the Remaining Premises shall be on all of the terms and conditions set forth in the Prime Lease and Grantee hereby agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if the Remaining Premises were included as part of the Leased Premises under the Prime Lease. Notwithstanding the foregoing or any provision of the Prime Lease to the contrary, Grantee shall not be obligated to Grantor or LSU for payment of any rent for Grantee’s use of the Remaining Premises or for any of the other rights or benefits granted to Grantee hereunder, except that Grantee acknowledges that certain costs and expenses of Grantor with respect to the Remaining Premises may be included as

Operating Expenses subject to the applicable terms and conditions of the Prime Lease, the Sublease and the Master Hospital Agreement of even date herewith by and among LSU, Grantee and others.

4. **Intervention by LSU.** LSU hereby intervenes in this Agreement to acknowledge and consent to its terms and conditions. To the extent required for Grantee's use of the Remaining Premises under the terms and conditions set forth in this Agreement, LSU further disclaims any leasehold or other interest of LSU in and to all or any part of the Remaining Premises.

5. **Notices.** Any and all notice required or appropriate under this Agreement shall be in writing and shall be sent by: (a) personal delivery; (b) recognized overnight delivery service with proof of delivery; or (c) certified United States mail, postage prepaid, receipt requested, to the following addresses:

Grantee: Our Lady of the Angels Hospital, Inc.
4200 Essen Lane
Baton Rouge, LA 70809
Attn: President and CEO

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

Grantor: Bogalusa Community Medical Center
c/o Patrick R. Landry
Forefront Solutions
747 Daventry Drive
Baton Rouge, LA 70808

With a copy to: Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attention: Executive Vice President of Health Affairs

Any such notice or communication shall be deemed to have been given at the time of

delivery.

Each party shall promptly inform all other parties in accordance with the notice procedures set forth above of any changes in personnel or address for the purpose of sending required notices.

6. **Attorneys' Fees.** In the event any party defaults in any of its respective obligations under this Agreement, it shall also be liable to pay any and all of the reasonable attorneys' 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.

7. **Recordation.** It shall be the responsibility of Grantee to prepare a recordable notice of this Agreement, which each party agrees to execute for recordation in the Office of the Parish Recorder of the Parish of Washington. Recordation of the notice of this Agreement shall be at Grantee's expense.

8. **Additional Assurances.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be specifically provided to the contrary in this Agreement. Notwithstanding the foregoing, each of the parties shall, at any time and from time to time at and after the execution of this Agreement, upon the reasonable request of another party, take any and all steps reasonably necessary to consummate this Agreement and the transactions contemplated hereby, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate this Agreement and the transactions contemplated hereby.

9. **Entire Agreement.** This Agreement, together with the documents referenced herein, sets forth the entire agreement of the parties with respect to the matters set forth herein,

and no verbal commitments have any binding effect. Any amendments to this Agreement must be reduced to writing and signed by both parties.

10. **Successors and Assigns.** This Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

11. **Paragraph Headings.** The paragraph headings of this Agreement are used for convenience only, and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular provision to which they refer.

12. **Invalidity.** If any provision of this Agreement shall be held to be invalid, whether generally or as to specific facts or circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement, which shall continue in full force and effect. Any provision held invalid as to any particular facts and circumstances shall remain in full force and effect as to all other facts and circumstances and any invalid provision, if invalid because it transcends applicable limits of law, shall be deemed ipso facto to be reduced to such permitted level or limit.

13. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Louisiana as the same shall exist from time to time.

14. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, either electronically or manually, and manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it

shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

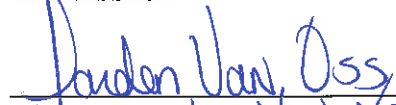
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[Signatures on Next Page]


[Signature Page for Right of Use and Occupancy]


IN WITNESS WHEREOF, GRANTOR has signed its name as of the ___ day of _____, 2014, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

WITNESSES:

BOGALUSA COMMUNITY MEDICAL CENTER


Printed Name: London Van Oss
Date: 01/10/2014

By: 
Karen B. Young, President


Printed Name: PATRICK R. GANDY
Date: 1/10/2014


Date: 01.10.2014

[Signature Page for Right of Use and Occupancy]

IN WITNESS WHEREOF, GRANTEE has signed its name as of the ___ day of _____, 2014, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

WITNESSES:

OUR LADY OF THE ANGELS HOSPITAL, INC.


Printed Name: Jean Taylor
Date: _____

By: Robert Burgess
Robert Burgess, President and CEO


Printed Name: CAROLINE CONERLY
Date: _____

Date: _____