

LEASE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This contract of Lease ("Lease") is made and entered into this ____ day of February, 2010, by and between:

OUR LADY OF THE LAKE HOSPITAL, INC., a Louisiana nonprofit corporation, represented herein by K. Scott Wester, its President and Chief Executive Officer, duly authorized by virtue of a resolution adopted January 27, 2010, a copy of which is attached hereto, with a mailing address of 7777 Hennessy Boulevard, Plaza 2, Suite 6002, Baton Rouge, Louisiana 70808 (hereinafter referred to as "Lessor"); and,

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. John V. Lombardi, President of the Louisiana State University System, duly authorized by virtue of a Resolution of the Board of Supervisors, adopted January 29, 2010, 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 "Lessee"),

provides as follows:

WITNESSETH

WHEREAS, OLOL is a major teaching hospital committed to developing medical and clinical professionals in the State in order to improve access to healthcare in its service area; and,

WHEREAS, LSU is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and LSU's institutions, including its medical schools and hospitals, are under LSU's supervision and management pursuant to La. Const. Art. VIII, Section 7 and La. R.S. 17:3215; and,

WHEREAS, OLOL and LSU believe that they maintain shared values and assumptions that support building a new model for the relationship between a major teaching hospital and a

college of medicine, and that this new model will provide physicians and patients with a new environment of care that optimizes the use of all resources; and,

WHEREAS, LSU, OLOL and the State of Louisiana, through their collaboration, desire to develop and maintain nationally recognized graduate medical education programs with appropriate facilities, structure and funding at the OLOL Campus; and,

WHEREAS, it is critical to the collaboration in general, and LSU's graduate medical education programs in particular, that LSU lease medical office space on the OLOL campus in close proximity to the graduate medical education programs and the LSU medical education building on the OLOL campus; and

WHEREAS, Lessor is the owner of certain immovable property with improvements thereon located at the corner of Hennessy Boulevard and O'Donovan Drive, Baton Rouge, Louisiana 70808 (the "Building"), the legal description of which is attached hereto as Exhibit "A"; and,

WHEREAS, the Leased Premises (as hereinafter defined) consists of approximately 15,000 square feet of medical building space located in the Building, which will be built out by Lessor for lease to Lessee; and,

WHEREAS, this Lease furthers the educational and public service missions of Lessee by providing medical office space for the benefit of Lessee, pursuant to the Louisiana Procurement Code, R.S. 39:1641, et seq.;

NOW, THEREFORE, in consideration of Lessor's obligation to lease the Leased Premises (as hereinafter defined) and 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 pursuant to the Louisiana Procurement Code, R.S. 39:1641, on the following terms and conditions:

1.

LEASED PREMISES AND TERM

For the consideration and upon the term and conditions hereinafter expressed, Lessor leases unto Lessee, here present and accepting the same, commencing on the MOB Commencement Date (as defined below), for a period of twenty (20) years (the "Term"), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein, the foregoing property:

Approximately 15,000 square feet of contiguous usable space in the Building, as shown on the floor plan attached hereto as Exhibit "B" (the "Leased Premises"), to be used by Lessor as a medical office building space, at the rental rate of Twenty-Four and 75/XX Dollars (\$24.75) per square foot per annum.

For purposes of this Lease, the "MOB Commencement Date" shall mean the date which is thirty (30) days from the latter: (i) the date upon which OLOL provides written notice to LSU that all sixty (60) inpatient beds in the Expansion of OLOL Inpatient Facility (as such term is defined in that certain Cooperative Endeavor Agreement between OLOL, LSU, the Louisiana Department of Health and Hospitals, and the State of Louisiana (the "CEA"), to be entered into simultaneously with this Lease) have become operational, or (ii) the date upon which the certificate of occupancy for the Leased Premises is issued. Upon the MOB Commencement Date the Lessee's obligation to pay Monthly Rent shall commence.

In addition, Lessor grants to Lessee non-exclusive access to the parking areas, sidewalks, driveways, and common areas, which Lessor may relocate or modify at any time so long as such relocation or modification does not unreasonably interfere with Lessee's use of the Leased Premises.

2.

RENT

2.1 Monthly Rent.

(a) The annual consideration for this Lease is the payment by Lessee to Lessor of a sum equal to \$24.75 per square foot multiplied by the actual square footage of the Leased Premises, payable in twelve (12) equal monthly installments (the "Monthly Rent"), the first installment being due and payable on the MOB Commencement Date, and the remaining installments being due and payable, respectively on the 1st day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first payment of Monthly Rent payment, Lessee shall not be required to make the first Monthly Rent payment until the thirtieth (30th) day after the MOB Commencement Date. Further, in the event the MOB Commencement Date should be a date other than the first day of a calendar month, the first Monthly Rent payment shall be prorated to the end of that calendar month. Monthly Rent is payable by Lessee to Lessor at the following address, until notified in writing differently by Lessor: Our Lady of the Lake Regional Medical Center, 5000 Hennessy Boulevard, Baton Rouge, Louisiana 70808.

(b) The amount of square footage of the Leased Premises shall be calculated on or before the MOB Commencement Date, in accordance with Section 2.1 (c) below. The final determinations of (i) the amount of square footage, (ii) the Monthly Rent, and (iii) the MOB Commencement Date for the Leased Premises shall be established by a subsequent amendment to this Lease prior to Lessee's occupancy of the Leased Premises.

(c) The Leased Premises will be determined by the Usable Space. (For purposes of this Lease, the "Usable Space" shall mean the floor area occupied by the Lessee, excluding exterior walls, equipment rooms (mechanical, electrical, telephone, and other building system rooms),

dedicated corridors on floors shared with other tenants, lobbies on floors shared with other tenants, entrances on floors shared with other tenants, restrooms on floors shared with other tenants, common space, stairwells, and elevators. The area is measured from the interior face of the exterior walls to the interior face of the wall defining the Usable Space. Usable Space shall also include any space used for circulation within the area designated for and used only by the agency, such as hallways, pathways around desks or work stations, etc., leading to offices and other spaces to be used only by that agency.

(d) Lessor agrees that there shall be no penalties assessed against monies owing by the Lessee until ninety (90) days past the date of demand pursuant to R.S. 39:1695 and 1697.

2.2 Additional Rent. In addition to the Monthly Rent, the Lessee shall also pay any and all other charges or payments which Lessee is or becomes obligated to pay pursuant to this Lease (the "Additional Rent"). (The Monthly Rent and the Additional Rent may be referred to collectively herein as the "Rent"). Except as otherwise set forth herein, any Additional Rent owed to Lessor shall be due within thirty (30) days after receipt of the invoice (and any supporting back-up documentation) from Lessor. Notwithstanding anything to the contrary herein, prior to making any payments of Additional Rent, Lessee shall seek approval from the Division of Administration to the extent required by La. R.S. 39:1644.

2.3 Adjustment to Monthly Rent Based on Consumer Price Index.

(a) The Monthly Rent shall be increased annually, effective as of each anniversary of the MOB Commencement Date (each, an "Adjustment Date") during the Term to an amount equal to the product obtained by multiplying (x) the then current Monthly Rent times (y) the CPI Fraction. (For purposes of determining the "CPI Fraction", the numerator shall be the CPI in effect as of the Adjustment Date, and the denominator shall be the CPI in effect as of the date which was one (1) year prior to the Adjustment Date.)

(b) In no event shall the CPI adjustment in the Monthly Rent increase by an amount greater than four (4%) percent for any calendar year during the Term of the Lease.

(c) "CPI" shall mean the Consumer Price Index – U.S. City Average For All Items For All Urban Consumers (1982-1984 = 100), published monthly in the “Monthly Labor Review” of the Bureau of Labor Statistics of the United States Department of Labor.

3.

ETHICAL AND RELIGIOUS DIRECTIVES

As a condition to this Lease, Lessee will strictly comply with all provisions of “The Ethical and Religious Directives for Catholic Health Care Services” as such Directives may be amended or revised from time to time hereafter (the "ERD's"). Lessee acknowledges that it has been provided with a copy of the ERD's for its review.

4.

DELIVERY OF POSSESSION AND OCCUPANCY

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until the MOB Commencement Date. Under no circumstances shall occupancy be deemed to commence until the documentation relative to asbestos and the State Fire Marshal's Office requirements is provided to Lessee and the Division of Administration as required herein under Sections 10 and 25. Lessor shall deliver the Leased Premises to the Lessee on the MOB Commencement Date, in a thoroughly sanitary and tenantable condition.

5.

PENALTY FOR FAILURE TO DELIVER POSSESSION

Should Lessor fail, for whatever reason not otherwise due to the fault or delay of Lessee, acts of God and military expedience excepted, to deliver possession and occupancy by December 31, 2013, unless Lessee terminates this Lease as set forth in Section 6 below, Lessee shall be

entitled to liquidated damages in the amount of the daily rental rate (based upon the Monthly Rental) for every day thereafter that the Lessor fails to deliver possession and occupancy.

6.

CANCELLATION FOR FAILURE TO DELIVER POSSESSION

Should Lessor fail, for whatever reason not otherwise due to the fault or delay of Lessee, acts of God and military expedience excepted, to deliver possession and occupancy by December 31, 2013, Lessee may, at its option and with the approval of the Division of Administration, cancel this Lease at any time after expiration of such time by providing thirty (30) days written notice to Lessor.

7.

ABATEMENT OF MONTHLY RENT FOR FAILURE TO DELIVER POSSESSION

Should Lessee be unable, for whatever reason not otherwise due to the fault or delay of Lessee, to obtain possession of the Leased Premises in accordance with the terms set forth herein, Lessee shall be entitled to the abatement of the Monthly Rent for such term during which the Lessee is deprived of possession.

8.

COMPLIANCE FOR ACCESS TO LEASED PREMISES

Lessor agrees that all of the buildings, grounds, and facilities composing the Leased Premises shall comply with the requirements of R.S. 40: Part V. - EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED, specifically R.S. 40:1731-1744.

9.

COMPLIANCE WITH LAW

Lessor agrees to make, at Lessor's own expense, all changes and additions to the Leased Premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the regulations of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any periodic inspections and servicing of the extinguishers and equipment.

10.

COMPLIANCE WITH STATE FIRE MARSHAL'S OFFICE

Prior to occupancy, Lessor must provide to Lessee and to the Division of Administration written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the Term by the State Fire Marshal's Office within the timeframe mandated by that office. A material failure to do will constitute a breach of the terms of this Lease.

11.

EARLY TERMINATION

(a) The Parties acknowledge and agree that this Lease is intended to comply with all Health Care Laws (as defined in the CEA), and not jeopardize the Parties' status as recipients of governmental or private funds for the provision of health care services, OLOL's status as a tax-exempt organization, or OLOL's ability to issue tax-exempt bonds and to maintain the tax exempt status of such bonds. Either LSU or OLOL may terminate this Lease if, based on the written advice of nationally recognized, independent legal counsel (not

engaged by such Party for any reason during the prior two (2) years) mutually agreeable to the Parties that the terms of this Lease either more likely than not would be interpreted to violate any laws or regulations applicable to it or if, in the opinion of such counsel, under the circumstances the terms of the Lease present an unacceptable legal risk of a material violation which, if violated, would jeopardize its status as a recipient of governmental or private funds for the provision of health care services or, in the case of OLOL, its status as a tax exempt organization, or its ability to issue tax exempt bonds or to maintain the tax exempt status of any existing bonds. In such event neither Party will be liable to the other Party for damages for terminating this Lease. If the Parties cannot agree on the selection of such counsel, the Party requesting the opinion may engage its own counsel to render such opinion and present it to the other Party. The other Party may engage its own counsel to review such opinion or render another opinion. If the Parties do not agree on the conclusions in the opinion or opinions, either Party will have the right to terminate this Lease, but the other Party will be entitled to pursue its legal remedies, including challenging whether an event has occurred giving rise to a termination right under this Section. Notwithstanding the right to terminate, the Parties shall first use good faith efforts to amend this Lease but only to the extent necessary to conform the potentially violative terms to the applicable law or regulation, and will only terminate this Lease pursuant to this Section if the Parties determine, in their good faith judgment, that an amendment cannot be obtained or will not result in compliance, or would result in a material adverse effect to a Party. Any amendment of this Lease may only be made as provided in Section 27.12 herein, and the Parties will act in good faith to attempt to reach such mutual agreement.

(b) In the event of a termination of the CEA in accordance with the terms and conditions therein, this Lease shall automatically terminate the earlier of: (1) the conclusion of the

Wind Down Period (as set forth in the CEA), or (2) at Lessee's sole option, upon a date that is no less than one hundred eighty (180) days from Lessor's receipt of notice from Lessee of termination of this Lease.

12.

MAINTENANCE AND REPAIRS

12.1. Lessor agrees to paint and install wall covering, consistent with the cost of the painting and wall covering found throughout the Building, in the interior of the Leased Premises and all hallways and corridors associated with such Leased Premises at not less than five (5) year intervals, the cost of which shall be included in the Monthly Rent.

12.2. Lessor agrees to do such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean up shall be maintained constantly to insure that areas outside of the Leased Premises, including parking facilities, are trashfree. All grass and weeds shall be cut periodically (as appropriate to the growing season) and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the Leased Premises and Building, including but not limited to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal system, electrical systems, and other mechanical appurtenances and equipment, walls, floors, roofing, ceilings, doors, signs, elevators, escalators, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by Lessor. The cost of all maintenance, upkeep and repair hereunder shall be included in the Monthly Rent.

12.3. Except as otherwise set forth herein, Lessor shall be responsible for maintaining the Leased Premises in good condition and repair in a timely fashion, and will maintain the Leased

Premises in accordance with all local, state and federal laws, ordinances, and regulations throughout the Term of this Lease. Lessor shall make all such repairs to the Leased Premises as may become necessary because of breakage or other damages not attributable to the negligence of Lessee, its agents or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees or visitors and property and/or equipment that are a result of Lessor's negligence to properly maintain the Leased Premises.

12.4. The parties hereto agree that no expense incurred as a result of Lessor-originated changes, renovations or improvements made during the Term of this Lease shall be borne by Lessee.

13.

DEFAULT BY LESSOR OR LESSEE

13.1 Should Lessor fail to keep the Leased Premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering (which shall not be required more frequently than once every five (5) years) within thirty (30) days after written notice from Lessee of the necessity therefor, or should Lessor commit any other breach of the Lease terms and conditions, after thirty (30) days written notice to Lessor and opportunity of Lessor to cure, Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the reasonable cost thereof from the Monthly Rent payments, or Lessee may quit and surrender possession of the Leased Premises without further liability to Lessor hereunder upon sixty (60) days prior written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the Monthly Rent payments after reasonable attempts to contact Lessor, so long as such conditions were not due to Lessee's

negligence.

13.2 Should Lessee fail to pay an installment of Monthly Rent when the same shall become due and payable and such failure shall not be cured within ten (10) days after Lessee's receipt of notice from Lessor of such failure; or should Lessee fail to perform or observe any other of its obligations under this Lease, and such failure shall continue for sixty (60) days after notice thereof from Lessor to Lessee, or, if by reason of the nature thereof, such failure cannot be cured by the payment of money or cannot with due diligence be wholly cured within such sixty (60) day period, if Lessee shall not proceed promptly to commence curing the same or shall fail thereafter to continue to prosecute the curing of such failure with due diligence, then, upon the happening of any one or more of the aforementioned events of default, Lessor shall have the right, then or at any time thereafter while such event of default shall continue, to seek a remedy by initially filing a protest pursuant to R.S. 39:1673, et seq. with the Chief Procurement Officer of the LSU Health Care Services Division, and thereafter following the legal process set forth in R.S. 39:1673, including the right to ultimately seek any remedies in court afforded thereunder. Should this Lease be terminated through this process, Lessee's right to possession of the Leased Premises shall cease, and Lessee shall peacefully and quietly yield and surrender to Lessor the Leased Premises. Prior to the termination of this Lease, Lessee's personal property may be removed by Lessee and any resultant damages to the Leased Premises shall be repaired by and at the expense of Lessee.

14.

INFORMATION TECHNOLOGY AND COMMUNICATIONS

14.1. All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by Lessee.

14.2. Communications cable/wire shall be provided in the Leased Premises by Lessor as specified in the Plans and Specifications.

14.3. All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by Lessee. Lessor shall provide space and environment for this equipment according to the Plans and Specifications.

14.4. Lessor shall have the local telephone company provide a service entrance cable into the Leased Premises in accordance with the Plans and Specifications. The telephone company's service shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of the Leased Premises to be occupied. Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirements and the Plans and Specifications.

14.5. Lessee will order and pay for (through the Office of Telecommunications Management, if applicable) dial tone and data services from the telephone company. Lessor shall provide interconnection between the telephone company's demarc and Lessor's wiring connection demarc.

14.6. If the Leased Premises has elevators, Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire shall be as specified in the Plans and Specifications. Charges for this line(s) (elevator dial tone service) shall be borne by the Lessor.

15.

LESSOR'S SERVICES

15.1. Lessor shall provide for all utilities provided to the Building, such as electricity, gas, water, sewer, trash/garbage pickup and disposal, as part of the Monthly Rent.

15.2. Lessor shall provide complete janitorial services, including restrooms and custodial supplies, the cost of which shall be included in the Monthly Rent.

15.3 Unless otherwise set forth in the Plans and Specifications (as such term is defined in Exhibit "C"), Lessor will furnish the Leased Premises with the following services ("Services") during Business Hours:

(i) Electricity for lighting and the operation of standard office machines (such as desktop micro-computers, desktop calculators, and typewriters) during Business Hours; Lessor will furnish one (1) electrical duplex on each wall in the Leased Premises and ceiling lighting in an amount not exceeding two (2) watts per square foot of rentable area of the Leased Premises, unless specified otherwise in the Plans and Specifications;

(ii) Heat, ventilation and air conditioning reasonably required for the comfortable occupation of the Leased Premises in light of Lessee's space plan, subject to Legal Requirements;

(iii) Passenger and freight elevator service in common with others providing adequate service leading to the floor on which the Leased Premises are located, the use of which shall be subject to such reasonable rules as may be established from time to time by Lessor;

(iv) Replacement of lighting tubes, lamp ballasts and bulbs (for building standard lights, but not for any special Lessee lights, which will be replaced at Lessee's sole cost and expense);

(v) Natural gas at those points of supply provided and in amounts normally required for general tenant use;

(vi) Restroom supplies;

(vii) Window washing with reasonable frequency, as determined by Lessor;

(viii) Tempered water and sewer at those points of supply provided and in amounts normally required for general tenant use for drinking, lavatory, toilet and ordinary cleaning purposes;

(ix) Daily cleaning service and waste disposal, including medical waste on weekdays; however, Lessee shall be responsible for, and shall pay the additional costs attributable to, the cleaning of all special equipment and improvements within the Leased Premises other than Standard Design Features, as specified in the Work Letter attached hereto as Exhibit "C"; and

(x) Extermination and pest control regularly and as necessary.

15.4 Notwithstanding the foregoing, Lessor will provide the Services described in Section 15.3(i), 15.3(ii), 15.3(iii), 15.3(v) and 15.3(viii) during all non-Business Hours, so long as the Services are reasonably available to Lessor and to the Leased Premises.

15.5 It is the sole responsibility of Lessee to provide for its security of person and/or property. Lessee acknowledges that Lessor has made no representation or warranty with respect to systems and/or procedures for the security of the Building, any persons occupying, using or entering the Building, or any equipment, furnishings, or contents of the Building.

15.6 Whenever equipment or lighting is used in the Leased Premises by Lessee and such equipment or lighting significantly affects the temperature otherwise normally maintained by the design of the Building's air conditioning system, Lessor will have the right, after prior written notice to Lessee, to install supplementary air conditioning facilities in the Leased Premises or otherwise modify the ventilating and air conditioning system serving the Leased Premises; and the cost of such facilities, modifications, and additional service will be paid by Lessee as Additional Rent. If Lessor reasonably believes that Lessee is using an unreasonable amount of power outside of the usage contemplated in the Plans and Specifications, upon thirty (30) days written notice to

Lessee and opportunity to change the amount or level of such use, Lessor may install separate meters of Lessee's power usage, and Lessee will pay for the cost of such excess power as Additional Rent, together with the cost of installing any risers, meters, or other facilities that may be necessary to furnish or measure such excess power to the Leased Premises. If Lessee's excess power use should exceed reasonably safe capacity of the Building, or any portion thereof in which the Leased Premises is located, Lessor may require Lessee to cease to use excess power.

16.

LESSEE'S IMPROVEMENTS

Lessor grants Lessee (a) the right to add to or to install in the Leased Premises, at its own expense, any fixtures, appurtenances, appliances, coverings, or other such reasonable objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the Leased Premises, and (b) the right to remove at Lessee's expense upon the termination of this Lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the Leased Premises by Lessee, provided that Lessee restores the Leased Premises to substantially the same condition as existed at the time of occupancy by Lessee, normal wear and tear excepted.

17.

DAMAGE BY FIRE OR OTHER CASUALTY

17.1. If, prior to the termination of this Lease, through no fault, neglect or design of Lessee, the Leased Premises be destroyed by the fire or other casualty, or be unfit for occupancy as a result of fire or other casualty, then this Lease may be cancelled by Lessee as of the date of said fire or other casualty, unless the Leased Premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and Lessor commences the repairs to the damages within thirty (30) days of the occurrence. Lessee shall be entitled to such

reduction or remission of Monthly Rent in the amount of the daily rental for every day that Lessee is without possession of the Leased Premises. Regardless of the foregoing, in the event the Leased Premises is destroyed or otherwise rendered unfit for occupancy as a result of such fire or other casualty, Lessor shall not be required to replace the Leased Premises except to the extent of Lessor's receipt of available insurance proceeds.

17.2. If this Lease be cancelled for such cause, in the event the Monthly Rent has been prepaid for the remainder of the Term, Lessee shall be entitled to a credit corresponding to the unexpired term of this Lease, the unearned portion of Monthly Rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the Leased Premises, with both Lessee and Lessor discharged of any further obligation under this Lease.

17.3. If the Leased Premises be only slightly injured by fire or other casualty as not to render the Leased Premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of Monthly Rent whatsoever.

18.

INSURANCE

18.1 Lessor agrees to carry (a) Property Insurance on an "all risk" or equivalent policy form; (b) Commercial General Liability insurance including bodily injury, property damage, personal injury, advertising injury and contractual liability covering activities in or about the Leased Premises (including coverage for elevators and escalators, if any, and coverage for sidewalks and passageways) in an amount not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate; (c) Automobile Liability covering owned, non-owned and hired automobiles in an amount not less than \$1,000,000 each accident for Bodily Injury and Property Damage, combined single limit; and (d) Workers' Compensation on a statutory basis and Employers'

Liability for not less than \$1,000,000. Such insurance shall be (i) with insurance companies authorized to do business in the State of Louisiana and bearing a rating of A-VII by AM Best, (ii) through a captive insurance company acceptable to the Department of Insurance for the State of Louisiana, the State of Louisiana Office of Risk Management, and Lessee, or (iii) a combination of (i) and (ii) above.

18.2. Lessee agrees to carry (a) Commercial General Liability insurance including bodily injury, property damage, personal injury, advertising injury and contractual liability in an amount not less than \$5,000,000 per occurrence, and (b) such property insurance as it deems necessary for its personal property located on the Leased Premises.

18.3. All policies of insurance issued in accordance with this Section 18 shall include Lessor and Lessee as additional insureds. Each party shall deliver to the other certificates evidencing the insurance policies required thirty (30) days prior to the date of occupancy of the Leased Premises and certificates of each renewal of such policies at least fifteen (15) days prior to renewal dates. Each insurance policy and each certificate or memorandum therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be cancelled or modified without at least thirty (30) days prior written notice to Lessor and Lessee.

18.4. Self-insurance through the State of Louisiana, Office of Risk Management, shall satisfy the requirements of Section 18 requiring insurance coverage for Lessee.

18.5 Indemnification.

(a) Lessor will not be in default under the Lease or be liable to Lessee or any other person for direct or consequential damage, or otherwise, for any failure to supply any heating, air conditioning, elevator service, cleaning, lighting, or security; for surges or interruptions of electricity; or for other services Lessor has agreed to supply during any period, so long as Lessor uses reasonable diligence to supply such services, except when such failure, surge or interruption is

due to Lessor's negligence or willful misconduct. Lessor will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Regardless of anything to the contrary herein, however, Lessor reserves the right, without being subject to liability to Lessee, to discontinue temporarily such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Lessor's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Lessee; or any other happening beyond the control of Lessor.

(b) Except to the extent due to Lessor's negligence, fault or intentional act, Lessor will not be liable to Lessee or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Lessor's sole opinion, Lessor will have the right to prevent access to the Building during the continuance of the same by such means as Lessor, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other common areas.

(c) Lessee shall be solely responsible for providing and maintaining its own backup emergency generators for Lessee's clinical needs other than as required by applicable building code, and Lessee does hold harmless and indemnify Lessor from and against any and all claims, losses, damages, causes of action and liabilities, including reasonable attorneys' fees, as a result of Lessee's failure to do so. Lessor will not unreasonably refuse to provide Lessee a temporary right of use of space sufficient to provide and maintain backup emergency generators

during such power failure.

(d) Lessor will not be liable for damages to any person or property or for injury to, or interruption of, business for any discontinuance permitted hereunder, nor will such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of Rent or operate to release Lessee from any of Lessee's obligations under the Lease, so long as not caused by Lessor's negligence or willful misconduct.

19.

ASSIGNMENT

19.1 It is agreed that any assignment of this Lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration; provided, however, that the Commissioner may condition approval of an assignment of this Lease or the proceeds of this Lease upon receipt of reasonable assurances from assignee of its ability and willingness to assume responsibility for performance of the terms in the event of failure of performance by the assignor.

19.2 Lessee, for itself, its administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Leased Premises or any part of the Leased Premises to be occupied by others as a tenant or occupant, without the prior written consent of Lessor in each instance, which consent may be withheld or delayed in the sole and absolute discretion of Lessor. The approval of an assignment or sublease shall not discharge or release Lessee from its liability under this Lease. Any assignment or sublease in violation of this Section will be void.

20.

ADDITIONAL LEASED PREMISES

It is agreed by both Lessor and Lessee that in the event Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of this Lease, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available. Regardless of the foregoing, however, Lessor shall not be required to provide Lessee with additional space.

21.

FISCAL FUNDING PROVISIONS

A continuation of the Lease is contingent upon the continuation of and appropriation of funds by the Legislature to fulfill the requirements of this Lease by Lessee. In the event that public funding for Lessee becomes inadequate to meet the obligations of this Lease and LSU, at a regularly-scheduled or special Board of Supervisors meeting, determines that public funding for Lessee has become inadequate to meet the obligations of this Lease, Lessee may, with the approval of the Division of Administration, terminate the Lease without any penalty assessed against Lessee therefor by giving one hundred eighty (180) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current Lease.

22.

NOTICES

All notices required under this Lease shall be in writing and shall be sent by via nationally recognized overnight courier or United States Mail and in the case of notices to Lessor and Lessee shall be addressed as follows:

LESSOR:

Our Lady of the Lake Hospital, Inc.
7777 Hennessy Boulevard, Ste. 6002
Baton Rouge, Louisiana 70808
Attn: Chief Executive Officer

LESSEE:

Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: President of Louisiana State
University System
Attn: Vice President of Health Affairs

With a copy to:

Franciscan Missionaries of Our Lady
Attn: General Counsel
4200 Essen Lane
Baton Rouge, LA 70810

With a copy to:

Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: General Counsel

With a copy to:

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P.O. Box 94095, Capitol Section
Baton Rouge, Louisiana 70804-9095

23.

EXTRACT OF LEASE

23.1 Upon execution and approval of this Lease, it will be the responsibility of Lessor to have the Lease or extract of Lease recorded in the office of the parish recorder of the parish where the property herein leased is located, in the form set forth in that Extract of Lease attached hereto as Exhibit "E".

23.2 Before any payments can be made on the Lease, Lessor must provide a certified copy of the recorded Lease or extract of Lease to Lessee and to the Real Estate Leasing Section of Facility Planning and Control.

24.

COMPLIANCE WITH DEQ REGULATIONS

24.1. All requirements of this Section shall be in accordance with the Louisiana Administrative Code, Title 33 (Environmental Quality), Part III (Air), Chapter 27 ("Asbestos-Containing Materials in Schools and State Buildings Regulations"), and regulations promulgated pursuant thereto.

24.2. Lessor must provide to Lessee and the Division of Administration appropriate documentation from the Architect or Engineer of Record of the Leased Premises that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the Building.

24.3 Hazardous Materials.

(a) Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Leased Premises by Lessee, except for Hazardous Material in such quantities to the extent customary and necessary for the use of the Leased Premises for general office, medical office and laboratory purposes, so long as the same is done in accordance with Environmental Laws.

(b) Any Hazardous Material permitted on the Leased Premises, and all containers, residues and derivatives thereof, shall be used, kept, stored, and disposed of in a manner that strictly complies with all federal, state, and local laws or regulations applicable to this Hazardous Material, and with such reasonable policies and procedures which may be promulgated by Lessor from time to time, and Lessee shall obtain and strictly comply with all terms and conditions of, any and all permits, licenses or approvals required by any governmental authority.

(c) Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that

material (as is reasonably determined by Lessor, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the Leased Premises, the Building, or elsewhere, or (2) the condition, use, or enjoyment of the Building, or any other real or personal property, provided that Lessee shall obtain and strictly comply with all terms and conditions of any permit, license or approval required by any governmental authority. So long as Lessee is in strict compliance with all terms and conditions of any permit, license or approval required in the foregoing sentence, Lessee shall not be deemed to be in breach of this Section 24.3(c).

(d) On or before January 31 of each calendar year of the Term, Lessee shall disclose to Lessor the names and approximate amounts of all Hazardous Materials: (1) that Lessee intends to store, use, or dispose of on the Leased Premises in the coming year, and (2) that Lessee has stored, used or disposed of on the Leased Premises in the preceding year; together with the operating procedures and method of handling, storing, using and disposing of such Hazardous Materials listed for each such year. For purposes of the foregoing provision, Lessee's obligation to disclose all Hazardous Materials for the preceding year shall be limited to any Hazardous Materials determined or identified pursuant to reasonable due diligence of such conducted by Lessee.

(e) Should Lessee fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials under this Lease or under applicable laws pertaining to the Leased Premises, upon written notice to Lessee and an opportunity for Lessee to cure within a reasonable time, Lessor shall have the right, but not the duty, without limitation upon any of the rights of Lessor under this Lease, to enter the Leased Premises and perform the same.

(f) To the fullest extent allowed by La. R.S. 38:2195 or other applicable laws, Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal by Lessee of Hazardous Material located in or about the Leased Premises, or related to

Lessee's passing through any common areas, including but not limited to the lobby and parking areas, and Lessee shall give immediate notice to Lessor of any violation or potential violation of the provisions hereunder. To the fullest extent allowed under La. R.S. 38:2195 or other applicable laws, Lessee shall defend, indemnify, and hold harmless Lessor and its agents and employees, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, litigation expenses and attorneys' fees) of whatever kind or nature, known or unknown, contingent or otherwise, which are arising out of or in any way related to the presence, disposal, release, or threatened release of any such Hazardous Material caused by Lessee that is on, from, or affecting the soil, water, air, vegetation, buildings, personal property, persons, animals, or otherwise, including but not limited to (1) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (2) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; (3) Lessor's undertaking of any of Lessee's responsibilities pursuant to this Section, except for the exacerbation of such injury or damage caused by Lessor's negligence, fault or willful misconduct in its undertaking hereunder; and (4) any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the expiration or termination of the Lease.

(g) For purposes of this Section 24.3, "Hazardous Material" means any substance: (i) the presence, use, emission, discharge or disposal of, requires permitting, licensing, approval, investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental

Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); and/or La. R.S. 30:2001, et seq.; or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise deleterious to human health or the environment and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Louisiana or any political subdivision thereof.

25.

APPROVAL BY THE COMMISSIONER OF ADMINISTRATION

The effectiveness of this Lease is contingent upon its approval by the Commissioner of Administration, and Lessee is not liable for any costs incurred by Lessor prior to the statutory approval of this Lease by the Commissioner of Administration in accordance with La. R.S. 39:1641(A). Lessor shall not be obligated to commence any “build-out” work to the Leased Premises until the Commissioner of Administration has approved this Lease in accordance with La. R.S. 39:1641(A).

26.

SUBORDINATION OF LESSOR'S LIEN

When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment for the use by Lessee. The State will supply the document to be executed.

27.

MISCELLANEOUS

27.1. Audit Provision.

(a) Lessee, or a third party auditor engaged by Lessee, may, at its option and at its own expense, and during customary business hours, conduct internal audits of Lessor's books, bank accounts, records and accounts necessary for Lessee to determine compliance with this Lease.

(b) It is hereby agreed that the State and/or the Legislative Auditor shall have the option of auditing all accounts of Lessor which relate to this Lease. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

27.2. No Modification. Neither this Lease nor the rights or duties of Lessor or Lessee under this Lease shall be changed, modified, waived, released or discharged in any way except by an instrument in writing signed, acknowledged and delivered by Lessor and Lessee.

27.3. Quiet Enjoyment. Lessor covenants that Lessee, upon payment of the Monthly Rent and other sums due by Lessee hereunder, above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may, pursuant to the provisions of this Lease, at all times during the Term peaceably and quietly have, hold and enjoy the Leased Premises, free from the claims of Lessor, or any persons.

27.4. Governing Law. This Lease shall be construed under and governed by the laws of the State of Louisiana, as they apply to contracts and agreements for the lease or rental of space for the housing of State agencies, their personnel, operations, equipment, or activities (see R.S. 39:1641, et seq.).

27.5. Payment of Fees and Expenses. To the extent allowed by law, if Lessee shall be in default in the performance of any of its obligations hereunder and an action shall be brought for the enforcement thereof in which it shall be determined that there has occurred an event of default by Lessee, Lessee shall pay to Lessor, on demand, all actual expenses incurred by Lessor as a result thereof.

27.6. Severability. If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstances, shall be declared invalid, unenforceable or usurious by the final ruling of a court of competent jurisdiction, not subject to appeal, the remaining terms, covenants, conditions and provisions of this Lease, or the application of such term, condition, covenant or provision to other persons or circumstances, shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid, unenforceable or usurious provision, there shall be substituted a like, but valid, enforceable or nonusurious provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties, as evidenced by this Lease.

27.7. Succession. Except as otherwise expressly provided herein, this Lease and all the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns and successors in title to the Leased Premises. The term "Lessor" shall include the successors and assignees of Lessor and the term "Lessee" shall include the successors and assignees of Lessee, except where expressly provided otherwise.

27.8. Estoppel Certificates. Lessee will at any time and from time to time execute and deliver to Lessor, or to the designee of Lessor, an estoppel certificate on the form of estoppel certificate provided by the Office of Facility Planning and Control, Division of Administration, State of Louisiana, which shall be in recordable form signed by a duly authorized representative of

Lessee, certifying to any of the following which may be expressed on such form: (a) Tenant has not given Landlord written notice of any dispute between Landlord and Tenant, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and certifying to the modifications which are to such certificate), (c) the dates, if any, to which the Monthly Rent and other sums payable under this Lease have been paid, and (d) such other information as Lessor may reasonably request. Any such certificate may be relied upon by any prospective purchaser of the Leased Premises.

27.9. Time of the Essence. In all respects, time shall be of the essence during and with respect to the operation obligations of this Lease.

27.10. Representations of Authority. By the execution of this Lease, Lessor and Lessee each represent to the other that each is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and which it presently conducts business; and that the person signing this Lease on its behalf has due authorization to do so.

27.11. Advertisement. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

27.12. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto and approved by the Division of Administration.

27.13. NonDiscrimination, Employment and Wages. Any discrimination by Lessor or Lessee or their agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease is prohibited.

27.14. Conflict of Interest. Lessor certifies (and this Lease is made in reliance thereon) that neither the Lessor nor any person having an interest in this Lease by, through or under the Lessor, is an officer of Lessee or is affiliated in any way with Lessee.

27.15. Lessee's Obligations at the End of the Term. At the expiration or termination of the Term, Lessee shall peaceably yield up to Lessor the Leased Premises in such repair as at the commencement of the Term, reasonable wear and tear and the use thereof and casualty excepted, and Lessee may, within a period of thirty (30) days thereafter, remove all of Lessee's property which it has installed or placed on the Leased Premises during the Term of this Lease, repairing any damage to the premises caused by such removal.

27.16. Counterparts. This agreement may be executed in multiple counterparts each of which shall be declared an original.

27.17. Entire Agreement. This Lease, together with the exhibits attached hereto, and the CEA, together with its exhibits attached thereto, contain the final and entire agreement between the parties hereto with respect to the Leased Premises and contain all of the terms and conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease and the CEA shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

27.18. Conflicts. Except as set forth in Section 27.20 herein, this Lease is in accordance with and, at all times shall be governed by and subject to the CEA. To the extent that the terms and provisions of this Lease and the CEA conflict with one another, the terms and provisions of the CEA shall govern.

27.19 Excluded Provider. Each party represents and warrants that it is not listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and is not listed, nor has any current reason to believe that during the Term of this Lease will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. Each party further represents and warrants that it is not listed on the Specially Designated Nationals and Blocked Persons list by the Office of Foreign Assets Control. The parties hereby agree that either party may terminate this Lease, upon notice to the other party, in the event that the other party is listed on the HHS-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or on the Specially Designated Nationals and Blocked Persons list by the Office of Foreign Assets Control.

27.20 Building Rules. Lessee will at all times observe faithfully, and comply strictly with, the Building Rules set forth in Exhibit "D" attached hereto. Lessor may, from time to time, reasonably amend, delete, or modify the existing Building Rules, or adopt reasonable new Building Rules for the use, safety, cleanliness, and care of the Building, and the comfort, quiet, and convenience of occupants of the Building, provided that: (a) Lessee is given thirty (30) days' advance written notice to effect compliance; (b) the amendments, deletions or modifications do not unreasonably and materially interfere with Lessee's contemplated use; (c) the amendments, deletions or modifications do not require payment of additional moneys, and (d) the amendments, deletions or modifications apply to all other tenants and/or occupants of the Building. In the event of any breach of any Building Rules or of any amendments or additions to such Building Rules, Lessor will have all remedies that the Lease provides for default by Lessee. Lessor will not be liable to Lessee for violation of such Building Rules by any other lessee or such other lessee's

employees, agents, visitors, or licensees or any other person. In the event of any conflict between the provisions of the Lease and the Building Rules, the provisions of the Lease will govern. Except with respect to the Building Rules and ERD's, the OLOL Rules (as defined in the CEA) shall not apply to the Leased Premises.

27.21 Signage and Name of Building. Without Lessor's prior written permission, Lessee will not attach any signage on any part of the outside of the Leased Premises and/or the Building, or on any part of the inside of the Leased Premises that is visible outside the Leased Premises, or in the halls, lobbies, windows, or elevator banks of the Building (except for any halls or lobbies which are not shared with other tenants in the Building.) Lessor may remove all unpermitted signs without notice to Lessee and at Lessee's expense. Lessor may name the Building and change the name, number, or designation of the Building and/or Leased Premises. Lessee will not use the name of the Building for any purpose other than the address of the Building. Lessor will provide a directory in a conspicuous place in the Building with names of tenants of the Building. Lessee will pay Lessor's reasonable charges for changing the directory listing and identification sign at Lessee's request.

27.22 Work Letter. The "build-out" improvements to be made by Lessor to the Leased Premises shall be performed in accordance with the work letter attached hereto as Exhibit "C" (the "Work Letter").

27.23 Other Taxes. Lessee will pay promptly when due before delinquency all personal property taxes on Lessee's personal property in the Leased Premises and any other taxes payable by Lessee that if not paid might give rise to a lien on the Leased Premises or Lessee's interest in the Leased Premises.

27.24 Definitions. For purposes of this Lease:

(a) “Business Day” means any days on which the LSU System Office is open for business.

(b) “Business Hours” means 7:00 a.m. to 6:00 p.m. on Monday through Friday and 8:00 a.m. to 12:00 noon on Saturdays, except holidays.

(c) “Legal Requirements” means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, certificates, authorizations, restrictions and requirements of all governmental departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased Premises, or any relationship between Lessor and Lessee, or any of the streets or ways, or any use or condition of the Leased Premises, including without limitation, all applicable building codes and zoning requirements.

27.25 Legal Representation of the Parties. This Lease was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Lease to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

27.26 Presumption of Calendar Days.

Except as otherwise specifically provided herein, the term “day” or “days” as used and described in this Lease shall refer to calendar days.

[signatures on following page]

[SIGNATURE PAGE OF LEASE FOR MOB IV SPACE]

IN WITNESS WHEREOF, Lessor has signed his name, to be effective on the ____ day of February, 2010, in the presence of the undersigned competent witnesses:

WITNESSES: OUR LADY OF THE LAKE HOSPITAL, INC.

Print Name: _____

By: _____
K. Scott Wester, Chief Executive Officer

Print Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid State and East Baton Rouge Parish, this day personally appeared, K. Scott Wester, appearing herein in his capacity as the duly authorized Chief Executive Officer of Our Lady of the Lake Hospital, Inc. (the "Corporation"), to me personally known to be the person whose name is subscribed to the foregoing instrument representing the Corporation, and acknowledged to me in the presence of the foregoing competent witnesses, that he executed the same on the date thereof on behalf of the Corporation, and that it was executed for the uses, purposes and considerations therein expressed by authority of the Board of Directors of the Corporation, as the free act and deed of the Corporation.

THUS DONE AND PASSED in my office in Baton Rouge, Louisiana, on the ____ day of February, 2010, after due reading of the whole.

Print Name: _____

Print Name: _____

Notary Public

[SIGNATURE PAGE OF LEASE FOR MOB IV SPACE]

IN WITNESS WHEREOF, the parties hereto have signed their names, to be effective on the ____ day of February, 2010, in the presence of the undersigned competent witnesses:

WITNESSES:

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

Print Name: _____

By: _____
Dr. John V. Lombardi, President of the Louisiana State University System

Print Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid State and East Baton Rouge Parish, this day personally appeared, Dr. John V. Lombardi, appearing herein in his capacity as the duly authorized President of the Louisiana State University System, to me personally known to be the person whose name is subscribed to the foregoing instrument representing the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and acknowledged to me in the presence of the foregoing competent witnesses, that he executed the same on the date thereof on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and that it was executed for the uses, purposes and considerations therein expressed by authority of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, as the free act and deed of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

THUS DONE AND PASSED in my office in Baton Rouge, Louisiana, on the ____ day of February, 2010, after due reading of the whole.

Notary Public

[SIGNATURE PAGE OF LEASE FOR MOB IV SPACE]

The undersigned has signed her name, to be effective on the ____ day of February, 2010.

APPROVED:
Office of the Governor,
Division of Administration

This _____ day of _____, 2010

By: _____
Commissioner of Administration

EXHIBIT "A"

Legal Description for the Location of the
Medical Office Building IV and Parking Areas

Building Location:

FOUR (4) CERTAIN LOTS OR PARCELS OF GROUND, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, designated as **LOTS 61, 62, 63, and 64** of Calais Office Park, Third Filing, Part Two, as more particularly shown on the official plat of subdivision entitled "Final Plat of Calais Office Park, Third Filing, Part Two Subdivision, being a Portion of Tract D-3 of the Digeralmo Property; Tract TC-2-B of Calais Office Park, Second Filing, Part One and a Portion of Tract X-1-1 of the Dr. L.E. Morgan Estate and Theo Cangelosi Property, located in Sections 41, 42, 52, & 53, Township 7 South, Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana for Our Lady of the Lake Hospital, Inc., 5000 Hennessy Boulevard, Baton Rouge, LA 70808" by Patin Engineers and Surveyors, Inc., P.O. Box 48, Port Allen, LA 70767, Telephone 1-225-387-2167, dated June 10, 2004, filed and recorded with the Clerk and Recorder for the Parish of East Baton Rouge as Original 482, Bundle 11619.

Parking Areas:

TWO (2) CERTAIN LOTS OR PARCEL OF GROUND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, designated as **Lots 74-A and 76-A**, Calais Office Park, Third Filing, Part Two, as more particularly shown on one certain survey dated May 29, 2007, by Patin Engineers and Surveyors, Inc., Cletus Langlois, R.P.L.S., entitled "Final Plat Showing the Resubdivision of Lots 73, 74, 75 & 76 of Calais Office Park, Third Filing, Part Two Subdivision into Lots 73-A, 74-A & 76-A, located in Section 41, Township 7 South, Range 1 East, Greensburg Land District, City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana for Our Lady of the Lake Hospital, Inc., 7145 Perkins Road, Baton Rouge, LA 70808; GB & Ramy, LLC, 13525 Mosher Court, Baton Rouge, LA 70810; and N3 Properties, L.L.C., 321 Jean Lafitte, Baton Rouge, LA 70810", recorded with the Clerk and Recorder for East Baton Rouge Parish on July 24, 2007, as Original 637, Bundle 11976.

Said property being subject to a 20' x 20' private servitude of passage over Lot 74-A, which is located on a portion of its rear boundary line, and on the boundary line common to Lot 74-A and Lot 76-A, as a real right running with the land, Lot 74-A and Lot 76-A being the servient estates and Tract D-3R, as shown on the Resubdivision Plat

recorded as Original 482, Bundle 11619 with the Clerk and Recorder for East Baton Rouge Parish, State of Louisiana, as being the dominant estate.

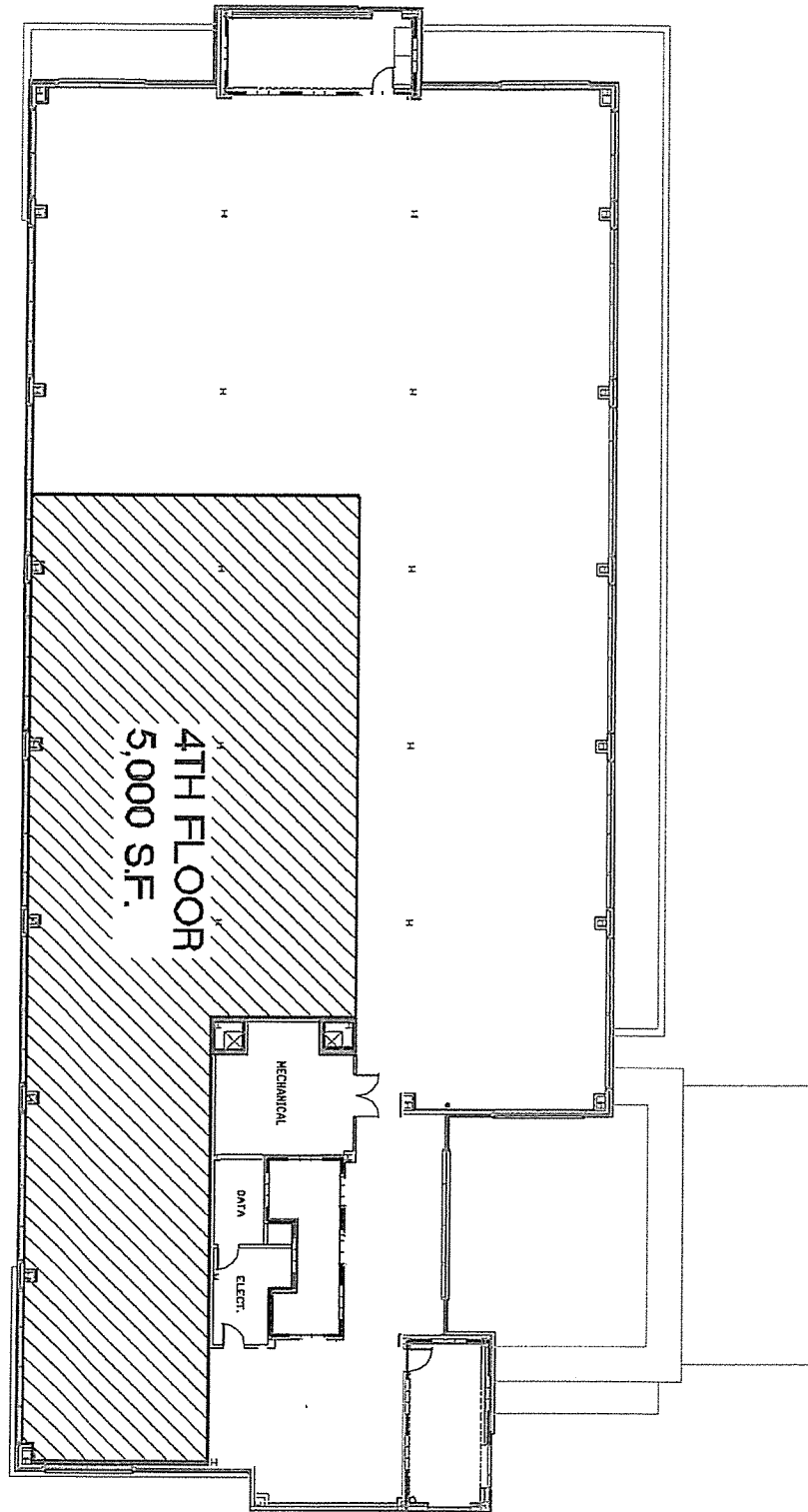
TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, designated as **LOTS 77 AND 78** of Calais Office Park, Third Filing, Part Two, as more particularly shown on the official plat of subdivision entitled "Final Plat of Calais Office Park, Third Filing, Part Two Subdivision, being a Portion of Tract D-3 of the Digeralmo Property; Tract TC-2-B of Calais Office Park, Second Filing, Part One and a Portion of Tract X-1-1 of the Dr. L.E. Morgan Estate and Theo Cangelosi Property, located in Sections 41, 42, 52, & 53, Township 7 South, Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana for Our Lady of the Lake Hospital, Inc., 5000 Hennessy Boulevard, Baton Rouge, LA 70808" by Patin Engineers and Surveyors, Inc., P.O. Box 48, Port Allen, LA 70767, Telephone 1-225-387-2167, dated June 10, 2004, filed and recorded with the Clerk and Recorder for the Parish of East Baton Rouge as Original 482, Bundle 11619.

EXHIBIT "B"

Floor Plan for Leased Premises



BATODOCS-#24334-
v1-OLOL_Floor_Plans



↑ 4TH FLOOR
SCALE: N.T.S.

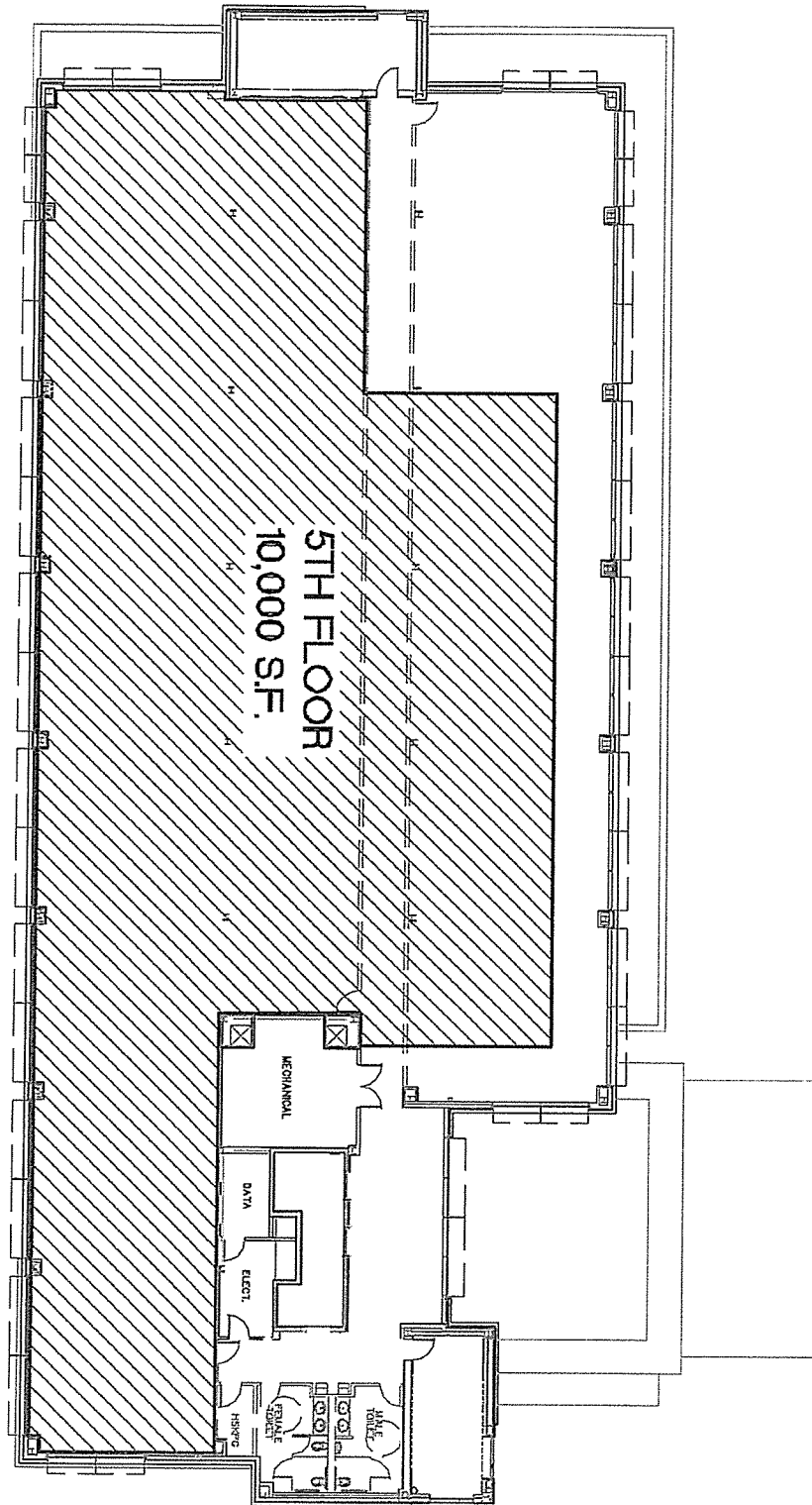
A-4

OUR LADY OF THE LAKE RMC
MEDICAL PLAZA IV
O'DONOVAN DRIVE
BATON ROUGE, LOUISIANA

REVISION DATE:
DECEMBER 09, 2009

SHEET NUMBER

BRADLEY - BLEWSTER & ASSOCIATES
AN ARCHITECTURAL CORPORATION
8026 PICARDY AVENUE BATON ROUGE, LOUISIANA 225-769-7040



↑ 5TH FLOOR
SCALE: N.T.S.

A-5

OUR LADY OF THE LAKE RMC
MEDICAL PLAZA IV
O'DONOVAN DRIVE
BATON ROUGE, LOUISIANA

REVISION DATE:

DECEMBER 09, 2009

SHEET NUMBER

BRADLEY - BLEWSTER & ASSOCIATES

AN ARCHITECTURAL CORPORATION

5026 PICARDY AVENUE BATON ROUGE, LOUISIANA 225-769-7040

EXHIBIT "C"

WORK LETTER

This Work Letter is dated this ____ day of _____, 20____, between Our Lady of the Lake Hospital, Inc. ("Lessor") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("Lessee"). Lessor and Lessee agree to prepare the Leased Premises for Lessee's occupancy in accordance with this Work Letter.

1. DEFINED TERMS: Unless otherwise noted, the defined terms in this Work Letter have the same meaning as the defined terms used in this Lease, and any other term defined in this Work Letter will have the same meaning if it is used as a defined term in this Lease.
2. PLANS AND SPECIFICATIONS: Lessor, Lessor's space planner, or Lessor's architect, will prepare any drawings, plans, and specifications ("Plans and Specifications") for the Leased Premises and for any improvements to or exclusively benefiting the Leased Premises in accordance with the Plans and Specifications ("Work")
 - (a) Lessee must designate, in writing, an agent or agents with authority to formulate and approve the Plans and Specifications and costs for the Plans and Specifications and the Work (herein "Lessee's Representative"); make those agents readily available; and supply any information required to prepare the Plans and Specifications or to estimate costs.
 - (b) Within 20 Business Days after Lessee supplies all required information, Lessor will furnish, for Lessee's review and approval, preliminary Plans and Specifications and Lessor's estimated costs for the Plans and Specifications and the Work.
 - (c) Within 20 Business Days after Lessor delivers the preliminary Plans and Specifications and estimated costs, Lessee must deliver: (i) its written approval of the preliminary Plans and Specifications and estimated costs, or (ii) its written objections and any requested changes to the Plans and Specifications or the Work. In the event Lessee fails to deliver written approval or objections to any request from Lessor within the specified time, the request shall be deemed approved by Lessee.
 - (d) Within 10 Business Days after Lessor receives Lessee's timely written objections or requested changes to the preliminary Plans and Specifications and cost estimates, Lessor will deliver revised Plans and Specifications and cost estimates noting Lessor's written approval or disapproval of each objection or requested change
 - (e) Within 10 Business Days after Lessor delivers the revised Plans and Specifications and cost estimates, Lessee must deliver its

written approval of the revised Plans and Specifications and cost estimates to Lessor. But, if Lessee does not deliver its objections or requested changes to the revised Plans and Specifications and cost estimates within the specified time, or request an extension, Lessee will be deemed to have approved the revised Plans and Specifications and estimated costs, the revised Plans and Specifications will be deemed final Plans and Specifications, and Lessor may perform the Work described in those revised Plans and Specifications.

- (f) Lessee shall make its agents available and timely furnish any information required to formulate or obtain approval for any Plans and Specifications.

3. WORK.

- (a) Lessor will cause the Work to be performed in substantial conformity with the Plans and Specifications and in accordance with the terms of this Work Letter.
- (b) The Lessor shall ensure that the Work is competitively bid. Lessor will allow Lessee SEVENTY-FIVE DOLLARS (\$75.00) per square foot of Rentable Area of the Leased Premises (“Allowance”) to offset the costs of the Plans and Specifications and the Work; if, however, the Plans and Specifications and the Work actually cost less than the Allowance, Lessee will not be entitled to offset or otherwise apply the unused portion of the Allowance against any other sum owed to Lessor.
- (c) The costs of the Plans and Specifications and the Work (which are included in the Allowance) include all of the soft and hard costs, direct and indirect, of preparing the Plans and Specifications, constructing improvements on or exclusively serving the Leased Premises, and otherwise preparing the Leased Premises for Lessee's occupancy, including, without limitation, all labor and materials; utility services allocable to construction and cleaning; contractor's fees; permit fees; space planning, architectural, construction, and engineering services; and cleaning services. No construction management fee will be charged by Lessor.
- (d) If, at any time, the actual costs for the Plans and Specifications and the Work exceed the Allowance, Lessee must pay Lessor the amount by which the actual costs exceed the Allowance, as Additional Rent. The Additional Rent owed hereunder shall be due to Lessor within thirty (30) days after Lessee's written notice of such (together with any supporting documentation) from Lessor. The cost statement of any contractor will conclusively determine the actual cost of performing that part of the Work.

Regardless of anything herein to the contrary, however, Lessor shall not approve any change orders without the consent of Lessee, which shall not be unreasonably withheld, which (i) cause the actual costs of the Plans and Specifications and the Work to exceed the Allowance, or (ii) materially change the use or configuration of the Leased Premises as contemplated in the final Plans and Specifications.

- (e) Unless Lessor approved the use of other materials in the final Plans and Specifications, all Work will use the materials set forth in the Standard Design Features attached hereto as Schedule 1.

4. DELAY AND COMPLETION. The Lessor shall diligently pursue performance of the Work and shall substantially complete (except for any minor punch-list items) the Leased Premises by December 31, 2013, or sooner as otherwise agreed to by the parties, subject to any Delay(s) set forth below. Upon completion of Lessor's Work in the Leased Premises, substantially completed and ready for occupancy for its intended use (except for minor punch-list items), Lessor shall notify Lessee in writing of such completion (the "Tender Notice").

- (a) Delay means an act or omission by Lessee that may impede the substantial completion of Lessor's Work or the date on which Lessor tenders possession of the Leased Premises to Lessee, including, without limitation,
 - (i) failing to make its agents available, to furnish required information, or to respond to any request for any approval or information, without reasonable cause, within any prescribed time period or, if no time period is prescribed, within 5 Business Days of that request;
 - (ii) insisting on any non-Standard Design Feature service, material, or improvement;
 - (iii) changing any plans and specifications after Lessor approves final Plans and Specifications;
 - (iv) having work performed by Lessee;
 - (v) requesting that Lessor delay performing any of Lessor's Work;
 - (vi) any Default by Lessee;
 - (vii) taking possession of any part of the Leased Premises before the substantial completion of Lessor's Work; or
 - (viii) any other delay chargeable to Lessee.

Any Delays claimed by Lessor hereunder shall be communicated at or prior to the following construction meeting.

(b) Substantial completion will occur when (i) a Certificate of Occupancy has been issued for the Work, and (ii) the Leased Premises are available for occupancy for their intended use (except for minor punch-list items), as determined by Lessor's architect and Lessee's Construction Representative.

5. STANDARD DESIGN FEATURES. The term "Standard Design Features" means component elements utilized in the design and construction of the Work that have been pre-selected by the Lessor to ensure uniformity of quality, function, and appearance throughout the Building. These elements include but are not limited to ceiling system, doors, hardware, walls, floor coverings, finishes, window coverings, light fixtures, and HVAC components. The Standard Design Features provided by Lessor are set forth on Schedule 1 attached hereto.
6. PUNCH LIST. Within thirty (30) days after substantial completion of the Work, Lessee shall prepare and provide to Lessor a "punchlist" describing any unfinished or improperly performed Work which is visually or readily apparent. Within thirty (30) days after occupancy of the Leased Premises by Lessee, but in no event later than a reasonable amount of time within which Lessor may notify any contractor(s) within any applicable warranty periods, Lessee shall prepare and provide to Lessor a "punchlist" describing any unfinished or improperly performed Work which is not visually or readily apparent (i.e. latent). After the expiration of such times, except for any items specified in a timely delivered punch-list, Lessor will be deemed to have satisfactorily completed its obligations under this Work Letter; provided, however, nothing herein shall affect Lessor's obligations to maintain the Leased Premises in accordance with this Lease. Lessor will use its best efforts to ensure that all punchlist items are completed or corrected as soon as reasonably possible.

LESSOR:

Our Lady of the Lake Hospital, Inc.

By: _____
K. Scott Wester, Its Chief Executive Officer
Date: _____, 20____

LESSEE:

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

By: _____
Dr. John V. Lombardi, President of the Louisiana
State University System
Date: _____, 20____

SCHEDULE 1

MEDICAL PLAZA IV STANDARD DESIGN FEATURES

- A Custom designed suite in accordance with the Plans and Specifications. Optional decorator finishes, extra cabinetry, special electrical plumbing equipment, etc., will be offered to Lessee at cost, to be the expense of Lessee; provided, however, that any such costs incurred by Lessee will be subject to offset by any amount remaining in the Allowance, if any.
- Central air-conditioning individual controls in each suite.
- Sound attenuating partitions or walls finished with paint.
- Individual room acoustical tile ceilings at 9'-0" height.
- Recessed fluorescent light fixtures.
- Carpet (Material Allowance \$20/yard) in waiting room, business/reception office, and consultation offices with standard vinyl composition tile floors in all other spaces.
- Horizontal window blinds.
- Solid core wood doors : 3'0", 2'-4", and 2"-0" width standard.
- Receptionist's opening with 1'-0" x 4'-0" plastic laminated shelf.
- A six-foot long cabinet unit with a stainless steel, double compartment sink and matching cupboard above in each lounge or lab.
- A two-foot long cabinet unit with sink in each examination or treatment room.
- At least one toilet room in each suite.
- Standard 110-volt electrical service with sufficient duplex, and if set forth in the Plans and Specifications, 220-volt electrical service.
- Floor and lobby directories and individual suite sign.

EXHIBIT "D"

BUILDING RULES

The Building Rules are attached to and form a part of the Lease. All of the definitions set forth in the Lease shall be deemed applicable in these Building Rules as if reproduced herein in their entirety.

1. Lessor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the Building, or any equipment, furnishings, or contents of the Building, and Lessee will comply with Lessor's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective Leased Premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Lessor will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators, and stairways of all persons whose presence, in the judgment of Lessor, would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing contained in these Building Rules will be construed to prevent such access to persons with whom any lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No lessee and no employee or invitee of any lessee will go upon the roof of the Building. No lessee will be permitted to place or install any object (including without limitation radio and television antennas, loudspeakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Building or on the roof of the Building without the written consent of Lessor, which shall not be unreasonably withheld.

3. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of Lessee's Leased Premises will be inscribed, painted, affixed, or otherwise displayed by Lessee on any part of the Building or of the Leased Premises without the prior written consent of Lessor. Lessor will adopt and furnish to Lessee general guidelines relating to signs inside the Buildings on the office floors. Lessee agrees to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Lessee by a person approved by Lessor. Other than draperies expressly permitted by Lessor and Standard Design Feature mini-blinds, material visible from outside the Building will not be permitted. In the event of the violation of this rule by Lessee, Lessor may remove the violating items without any liability, and may charge the expense incurred by such removal to the lessee violating this rule.

4. No cooking will be done or permitted by any lessee on the Leased Premises, except in areas of the Leased Premises which are specially constructed for cooking and except that use by the lessee of microwave ovens and Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate, and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules, and regulations.

5. No lessee will employ any person or persons other than the cleaning service of Lessor for the purpose of cleaning the Leased Premises, unless otherwise agreed to by Lessor in

writing. Except with the written consent of Lessor, no person or persons other than those approved by Lessor will be permitted to enter the Building for the purpose of cleaning them. No lessee will cause any unnecessary labor by reason of such lessee's carelessness or indifference in the preservation of good order and cleanliness. Should lessee's actions result in any increased expense for any required cleaning, Lessor reserves the right to assess lessee for such expenses.

6. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the lessee who, or whose employees or agents, caused the same.

7. No lessee will in any way deface any part of the Leased Premises or the Building of which they form a part. In those portions of the Leased Premises where carpet has been provided directly or indirectly by Lessor, lessee will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

8. No lessee will alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Leased Premises. Lessor, its agents, or employees will retain a pass (master) key to all door locks on the Leased Premises. Any new door locks required by lessee or any change in keying of existing locks will be installed or changed by Lessor following lessee's written request to Lessor and will be at lessee's expense. All new locks and rekeyed locks will remain operable by Lessor's pass (master) key. Lessor will furnish each lessee, free of charge, with two (2) keys to each door lock on the Leased Premises and two (2) Building/area access cards. Lessor will have the right to collect a reasonable charge for additional keys and cards requested by any lessee. Each lessee, upon termination of its tenancy, will deliver to Lessor all keys and access cards for the Leased Premises and Building that it has in its possession. Lessee shall notify Lessor in writing of any lost or stolen access cards in a prompt manner.

9. The elevator(s) designated for freight by Lessor will be available for use by all tenants in that Building during the hours and pursuant to such procedures as Lessor may determine from time to time. The persons employed by Lessee for the "move in" and "move out" of its equipment, material, furniture, or other property in or out of the Building wherein lessee has Leased Premises must be acceptable to Lessor. Any moving company employed by Lessee, if any, must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Lessor prior to the start of any moving operations. Insurance must be sufficient, in Lessor's sole opinion, to cover all personal liability, theft or damage to the Building, including but not limited to floor coverings, doors, walls, elevators, stairs, foliage, and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Lessor will direct, and all moving will take place during non-Business Hours unless Lessor agrees in writing otherwise. Lessee will be responsible for the provision of Building security during all moving operations. Lessor will have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building. Heavy objects will, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such

property will be repaired at the expense of lessee. Lessor reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Building Rules or the Lease of which these Building Rules are a part.

10. Supplies, goods, materials, packages, furniture, and all other items of every kind delivered to or taken from the Leased Premises will be delivered or removed through the entrance and route designated by Lessor, and Lessor will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Lessor, its agents, or employees.

11. No lessee will use or keep in the Leased Premises or the Building any kerosene, gasoline, or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in lessee's normal operations in the Leased Premises. Without Lessor's prior written approval, no lessee will use any method of heating or air conditioning other than that supplied by Lessor. No lessee will use or keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises.

12. Lessor will have the right, exercisable upon written notice and without liability to any lessee, to change the name and street address of the Building.

13. Lessor will have the right to prohibit any advertising by lessee mentioning the Building that, in Lessor's reasonable opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Lessor, lessee will refrain from or discontinue such advertising.

14. Lessee will not bring any animals (except "Seeing Eye" or other service dogs) or birds into the Building and will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Lessor for such purposes.

15. All persons entering or leaving the Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays, and holidays will comply with such off-hour regulations as Lessor may establish and modify from time to time. Lessor reserves the right to reasonably restrict access to the Building during such time periods, so long as Lessee's employees continue to have access at all times to the Building through authorized card access.

16. Each lessee will store all its trash and garbage within its Leased Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Lessor designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials, and large boxes will be the responsibility of each lessee and such items may not be disposed of in the Building trash receptacles nor will they be removed by the Building's janitorial service, except at Lessor's sole option and at the lessee's expense. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.

17. Canvassing, peddling, soliciting, and distributing handbills or any other written materials in the Buildings are prohibited, and each lessee will cooperate to prevent the same.

18. The requirements of the tenants will be attended to only upon application by written, personal, or telephone notice at the office of the Building. Employees of Lessor will not perform any work or do anything outside of their regular duties unless under special instructions from Lessor.

19. A directory of the Building will be provided for the display of the name and location of tenants only and such reasonable number of the principal officers and employees of tenants as Lessor in its sole discretion approves, but Lessor will not in any event be obligated to furnish more than one (1) directory strip for each 2,500 square feet of rentable area in the Leased Premises. Any additional name(s) that lessee desires to place in such directory must first be approved by Lessor, and if so approved, lessee will pay to Lessor a charge, set by Lessor, for each such additional name. All entries on the Building's directory display will conform to standards and style set by Lessor in its sole discretion. Space on any exterior signage will be provided in Lessor's sole discretion. No lessee will have any right to the use of any exterior sign.

20. Lessee will see that the doors of the Leased Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before lessee or lessee's employees leave the Leased Premises, so as to prevent waste or damage, and for any default or carelessness in this regard, to the extent allowed by law, lessee will make good all injuries sustained by other tenants or occupants of the Building or Lessor due to the action or inaction by lessee. On multiple-tenancy floors of the Building, all tenants of such floor will keep the doors to the Building corridors closed at all times except for ingress and egress.

21. Lessee will not conduct itself in any manner that is inconsistent with the character of the Building as a first quality Building or that will impair the comfort and convenience of other tenants in the Building. **SMOKING IN OR ON THE LEASED PREMISES AND/OR THE BUILDING (INCLUDING PARKING AREAS AS DEFINED BELOW) IS ABSOLUTELY PROHIBITED.**

22. Neither Lessor nor any operator of the parking areas on the land, as the parking areas are designated and modified by Lessor, in its sole discretion, from time to time (the "Parking Areas") will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Areas and other persons, or any other casualty or cause, except to the extent caused by the negligence, fault or intentional act of OLOL, or its agents or employees. Further, lessee understands and agrees that: (a) Lessor will not be obligated to provide any traffic control, security protection or operator for the Parking Areas; (b) lessee uses the Parking Areas at its own risk; and (c) Lessor will not be liable for personal injury or death, or theft, loss of, or damage to property, except to the extent caused by the negligence, fault or intentional act of OLOL, or its agents or employees. To the extent allowed by law, Lessee waives and releases Lessor from any and all liability arising out of the use of the Parking Areas by lessee, its employees and agents, whether brought by any of such persons or any other person, except to the extent of any negligence, fault or willful misconduct on the part of Lessor or its agents or employees.

23. Lessee and lessee's employees and agents will use the Parking Areas solely for the purpose of parking passenger model cars, small vans, and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Lessor from time to time with respect to the Parking Areas. Lessee will use its best reasonable efforts to require that any employee's vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil, grease or gasoline. If any of the Parking Areas are at any time used for any purpose by Lessee and its employees other than parking as provided above, Lessor shall notify lessee and give lessee a reasonable time for lessee to cure such violation.

24. Lessee's right to use the Parking Areas will be in common with other tenants of the Building and with other parties permitted by Lessor to use the Parking Areas. Lessor reserves the right to assign and reassign, from time to time, particular Parking Area for use by persons selected by Lessor, provided that lessee's rights under the Lease are preserved. Lessor will not be liable to lessee for any unavailability of lessee's designated spaces, if any, nor will any unavailability entitle lessee to any refund, deduction, or allowance. Lessee shall instruct its employees not to park in any numbered space or in any space not otherwise assigned to Lessee, which are designated as: **RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING** (or similar designation).

25. If the Parking Areas are damaged or destroyed, or if the use of the Parking Areas is limited or prohibited by any governmental authority, or the use or operation of the Parking Areas is limited or prevented by strikes or other labor difficulties or other causes beyond Lessor's control, lessee's inability to use the Parking Areas will not subject Lessor or any operator of the Parking Areas to any liability to lessee and will not relieve lessee of any of its obligations under the Lease and the Lease will remain in full force and effect, so long as Lessor provides reasonable parking accommodations to ensure that lessee maintains the ability to park.

26. Lessee has no right to assign or sublet any of its rights in the Parking Areas, except as part of a permitted assignment or sublease of the Lease; however, lessee may allocate the Parking Areas among its employees.

27. No act or thing done or omitted to be done by Lessor or Lessor's agent during the Term of the Lease in connection with the enforcement of these Building Rules will constitute an eviction by Lessor of any lessee nor will it be deemed an acceptance of surrender of the Leased Premises by any lessee, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Lessor. The delivery of keys to any employee or agent of Lessor will not operate as a termination of the Lease or a surrender of the Leased Premises unless such delivery of keys is done in connection with a written instrument executed by Lessor approving the termination or surrender.

28. Lessor may waive any one or more of these Building Rules for the benefit of any particular lessee or tenants, but no such waiver by Lessor will be construed as a waiver of these Building Rules in favor of any other lessee or tenants, nor prevent Lessor from enforcing any of these Building Rules against any or all of the tenants of the Building after such waiver.

29. These Building Rules are in addition to, and will not be construed to modify or amend, in whole or in part the terms, covenants, agreements, and conditions of the Lease.

EXHIBIT "E"

Form of Extract of Lease

STATE OF LOUISIANA
PARISH OF _____

EXTRACT OF LEASE

LESSOR'S NAME: _____

LESSEE'S NAME: BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

STATE LEASE NUMBER: _____

DATE OF EXECUTION OF LEASE: _____

LEASE TERM: _____

LEASED PREMISES: _____

OPTION TO RENEW: _____

IN WITNESS WHEREOF, the Lessor and Lessee have set forth their signatures, in the
City of _____, State of Louisiana, on the dates set forth hereinbelow.

WITNESSES:

LESSOR:

BY: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

LESSEE:

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

BY: _____

Name: _____

Title: _____

Date: _____

APPROVED:

Office of the Governor, Division of
Administration

This ____ day of _____, 2010

BY: _____

Jerry W. Jones, Director
Facility Planning and Control