

**AGREEMENT FOR RIGHT OF USE AND OCCUPANCY**

This Agreement for Right of Use and Occupancy (the “Agreement”) is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”) by and between:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of Louisiana State University, duly authorized by virtue of a Resolution of the Board of Supervisors, adopted \_\_\_\_\_, 2018, a copy of which is attached hereto, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as “LSU” or “Grantor”); and

**THE STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**, herein represented and appearing through Jay Dardenne, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is 1201 N. Third Street, Suite 7-210, Baton Rouge, Louisiana 70802 (hereinafter referred to as “DOA” or “Grantee”).

WHEREAS, LSU is a public corporation organized and existing under the Constitution and 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, DOA is a division within the Office of the Governor, State of Louisiana, acting under the authority granted pursuant to La. R.S. 39:11 and other applicable laws; and,

WHEREAS, LSU, through the LSU Health Sciences Center – Shreveport (“HSC-S”), owns certain hospital facilities and associated outpatient clinic facilities known as LSU Medical Center Shreveport in Shreveport, Louisiana (the “Shreveport Hospital Facility”) as described in Exhibit A hereto, and E.A. Conway in Monroe, Louisiana (the “Conway Facility” and

collectively with the Shreveport Hospital Facility, referred to herein as the “Hospital Facilities”), as described in Exhibit B hereto; and,

WHEREAS, LSU, through HSC-S, owns certain furniture, fixtures, medical and other equipment, and personal property (the “Equipment”) located in and about the Hospital Facilities as described in Exhibit C hereto; and,

WHEREAS, LSU has statutory obligations to maintain and operate the Hospital Facilities and to use the Equipment for the reception and medical and surgical treatment and care of the indigent and medically underserved populations in North Louisiana; and,

WHEREAS, DOA has the resources and desires to undertake a role in the provision of patient services to the population of North Louisiana, including the low-income, indigent, and medically underserved populations in the community, through operation of the Hospital Facilities and use of the Equipment; and,

WHEREAS, LSU’s grant to DOA of a right to use the Hospital Facilities and the Equipment is consistent with LSU’s statutory obligations and its obligation to serve the population of North Louisiana, including the low-income, indigent, and medically underserved populations, and

WHEREAS, DOA, not LSU, retains any rent or lease payments paid by any third party that rents, leases or is assigned any rights in the Hospital Facilities or Equipment.

NOW, THEREFORE, in consideration of LSU’s grant of this Right of Use and Occupancy and the mutual benefits accruing to the parties under this Agreement (the “Consideration”), the parties do enter into this Agreement, on the following terms and conditions:

**ARTICLE I.**  
**USE OF HOSPITAL FACILITIES AND EQUIPMENT**

For the Consideration and upon the terms and conditions hereinafter expressed, LSU grants to DOA, here present and accepting same, the exclusive right to use and occupy the Hospital Facilities and to use the Equipment, commencing on the Effective Date, for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein. DOA shall ensure that the Hospital Facilities and Equipment are used solely for a hospital, medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing (“Permitted Use”), and in compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes and decrees applicable to operations at the Hospital Facilities and use of the Equipment.

In carrying out its authority hereunder, DOA may lease or sublease any or all of the Equipment and/or Hospital Facilities to one or more third parties, subject to the Permitted Uses and other limitations set forth herein. DOA shall use the Hospital Facilities and Equipment as a reasonable, prudent administrator and shall use its best efforts to ensure the Hospital Facilities (including without limitation the heating, ventilating, air conditioning, electrical, elevators, and other mechanical systems) and Equipment are maintained and repaired as needed to keep them in at least the same condition as they were in as of the Effective Date, ordinary wear and tear excepted, all at no cost to LSU.

**ARTICLE II.**  
**TERM**

**Section 2.1. Term.** Subject to Section 2.2 below, unless earlier terminated as provided herein, the initial term of this Agreement (the “Initial Term”) shall be ten (10) years, beginning on the Effective Date, and shall automatically renew for two (2) successive five (5) year terms (each a “Renewal Term”), for a total term (“Term”) of twenty (20) years, unless either party gives written notice of its intent not to renew the Agreement for a Renewal Term (a “Non-Renewal Notice”) not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable.

**Section 2.2. Early Termination.** In the event that any Equipment or Hospital Facilities lease or sublease described in Article I between DOA and any third party or parties expires or is terminated prior to the expiration of the Term of this Agreement, then LSU shall have the right but not the obligation to terminate this Agreement early upon at least sixty (60) days’ written notice to DOA; provided, however, that LSU’s early termination of this Agreement shall not be effective until the conclusion of any wind down period applicable to any such lease or sublease described in Article I.

**ARTICLE III.**  
**INSURANCE**

DOA shall ensure that commercially reasonable insurance is maintained on the Hospital Facilities and Equipment and that such insurance shall be of types and in amounts that provide at least as much coverage as have been historically maintained on the Hospital Facilities and Equipment and were in effect immediately prior to the Effective Date. Any insurance policy covering the Hospital Facilities or Equipment shall name LSU as an additional insured party and/or loss payee, as applicable, in addition to DOA.

**ARTICLE IV.**  
**NOTICES**

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

**DOA:** Commissioner of Administration  
Division of Administration  
Claiborne Building  
1201 North Third Street  
Baton Rouge, Louisiana 70801

**With a copy to:** Director  
Office of Facility Planning and Control  
Division of Administration  
Claiborne Building  
1201 North Third Street  
Baton Rouge, Louisiana 70801

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

**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

Any such notice or communication shall be deemed to have been given either at the time of delivery, or on the business day on which delivery is refused.

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

**ARTICLE V.**  
**MISCELLANEOUS**

**Section 5.1. Grantor's Right to Enter Property**LSU directly and/or through its agents reserves the right to enter the Hospital Facilities at any time to inspect the Hospital Facilities and the Equipment, as long as LSU's inspection does not unreasonably interfere with the operation of the Hospitals. Grantor shall attempt to provide Grantee with reasonable advance notice of its intent to inspect the Hospital Facilities and Equipment, unless notice is impossible or impractical. Grantee shall have the right to have a representative accompany Grantor during such entry and inspection. Grantee shall not deny Grantor access to the Hospital Facilities or Equipment.

**Section 5.2. Waiver**The Grantor and Grantee agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.

**Section 5.3. Severability**The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of the Agreement.

**Section 5.4. Counterparts**This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

**Section 5.5. Entire Agreement**This Agreement defines the relationship of the parties with respect to the matters set forth herein. Any amendments to this Agreement must be reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed,  
as of the Effective Date.

**Grantee:**

**DIVISION OF ADMINISTRATION**

By: \_\_\_\_\_

Name: Jay Dardenne

Title: Commissioner of Administration

**Grantor:**

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

By: \_\_\_\_\_

Name: F. King Alexander

Title: President of Louisiana State University

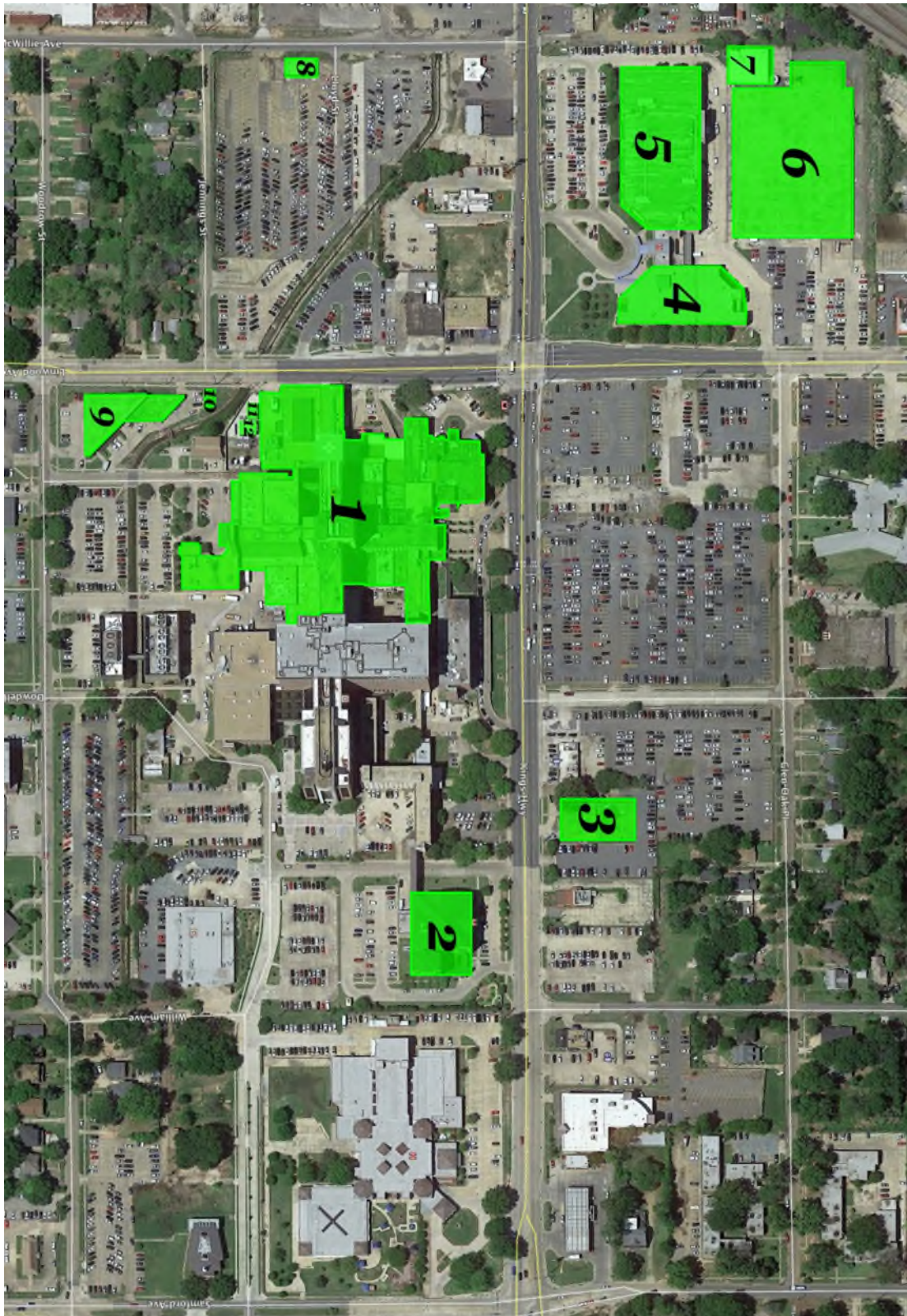
**EXHIBIT A : SHREVEPORT HOSPITAL FACILITY**

The following buildings and facilities, including all heating, ventilating, air conditioning, boilers, mechanical, electrical, elevator, telephone, cable and other utility, plumbing, fire, life-safety, sprinkler, lock and security, computer, public address, air and water pollution control, and waste disposal systems, facilities, and fixtures appurtenant thereto, and all of the surrounding land and grounds appurtenant thereto, are included with and part of the “Shreveport Hospital Facility.” The buildings are identified on the satellite images attached hereto as part of this Exhibit A and are shaded in green with black numerals designating the building numbers.

<b>Bldg. No.</b>	<b>Building</b>
1	Hospital, including A Wing, B Wing, C Wing, D Wing, E Wing, F Wing, G Wing, H Wing, J Wing, K Wing, N Wing, O Wing, R Wing, S Wing, Laundry and Therapeutic Radiology
2	Feist Weiller Cancer Center
3	Eye Clinic
4	Women & Children’s Center
5	Ambulatory Care Center
6	Spartan Building / Warehouse
7	WCC Powerhouse
8	Grounds Crew Building 2
9	Physical Plant
10	Grounds Crew Shop
11	Old Power Distribution
12	New Power Distribution
13	Kirby Street / Billing (see separate legal description attached hereto)
14	St. Vincent Ave. / Viral Disease Clinic (see separate legal description attached hereto )
	Comprehensive Care Building



MAIN CAMPUS MAP



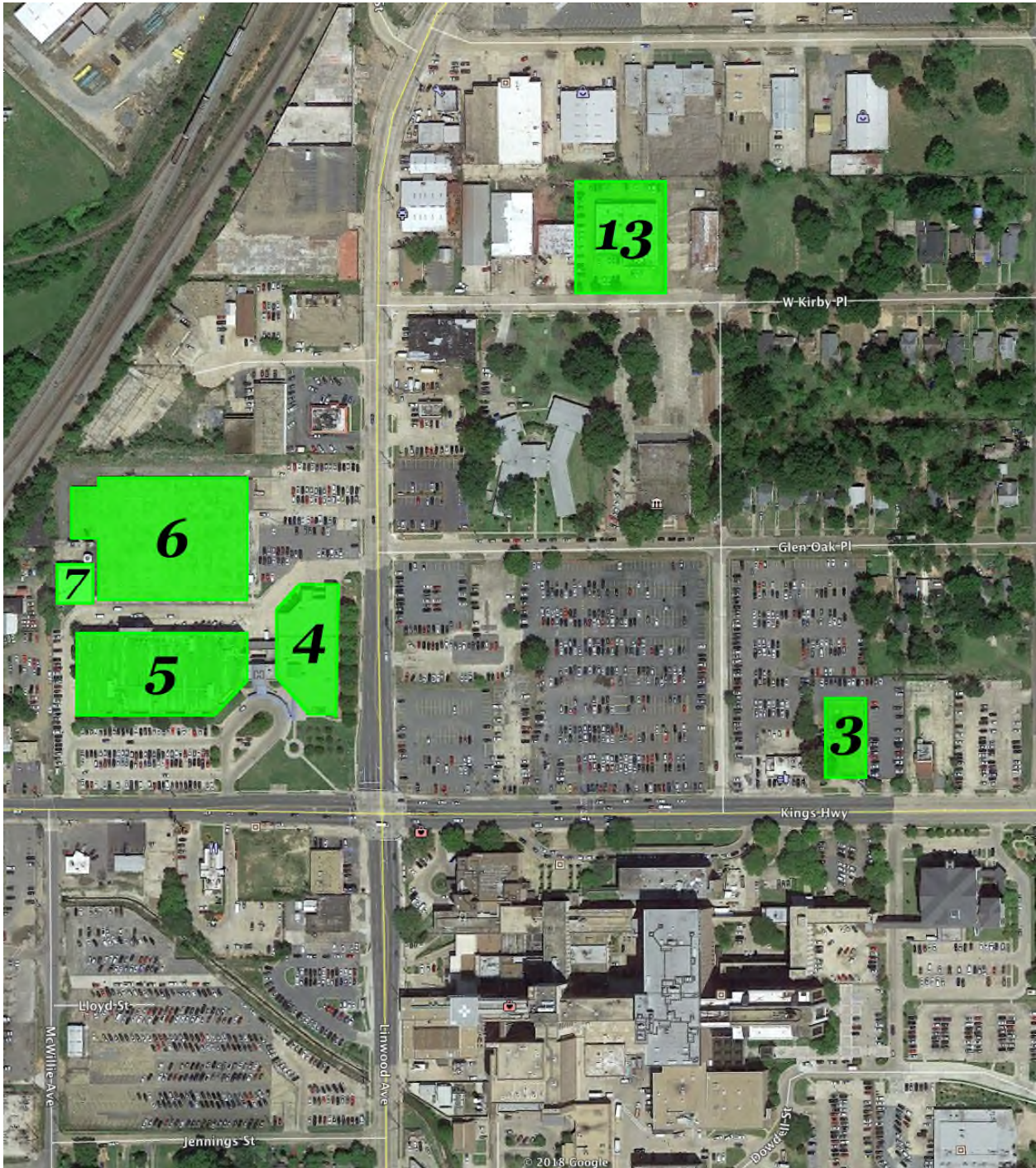
**KIRBY STREET / BILLING OFFICE : LEGAL DESCRIPTION**

TRACT I: The East 10 feet of Lots 110, 111, 112, 113 and 114; the East 10 feet of the South 2.8 feet of Lot 109; the West 65 feet of Lots 115, 116, 117, 118 and 119, and the West 65 feet of the South 2.8 feet of Lot 120; in the re-subdivision of Blocks "A", "B" and "F" of the Sunny Slope Subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat of re-subdivision recorded in Conveyance Book 150, Page 76, Caddo Parish Records; said described property being the West 75 feet of the property acquired by Robert A. Mackey from Agora Corporation as per deed recorded April 26, 1960, Conveyance Book 892, Page 665, Caddo Parish Records, together with all buildings and improvements thereon.

TRACT II: The East 100 feet of the West 140 feet of Lots 110 through 114, both inclusive, and the South 2.8 feet of the East 100 feet of the West 140 feet of Lot 109, all in the re-subdivision of Blocks "A", "B" and "F" of the Sunny Slope Subdivision, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Conveyance Book 150, Page 76, Caddo Parish Records, together with all buildings and improvements located thereon.



**KIRBY STREET / BILLING OFFICE : MAP**





**ST. VINCENT AVENUE / VIRAL DISEASE CLINIC**

Lot 1, FHT Subdivision, Unit No. 2, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per that plat recorded in Book 1800 at Page 432 of the records of Caddo Parish, Louisiana, lying in the Southwest (SW) Quarter of the Southwest (SW) Quarter of Section 24, T17N, R14W, Shreveport, Caddo Parish, Louisiana, together with all building and improvements located thereon.





**COMPREHENSIVE CARE BUILDING**

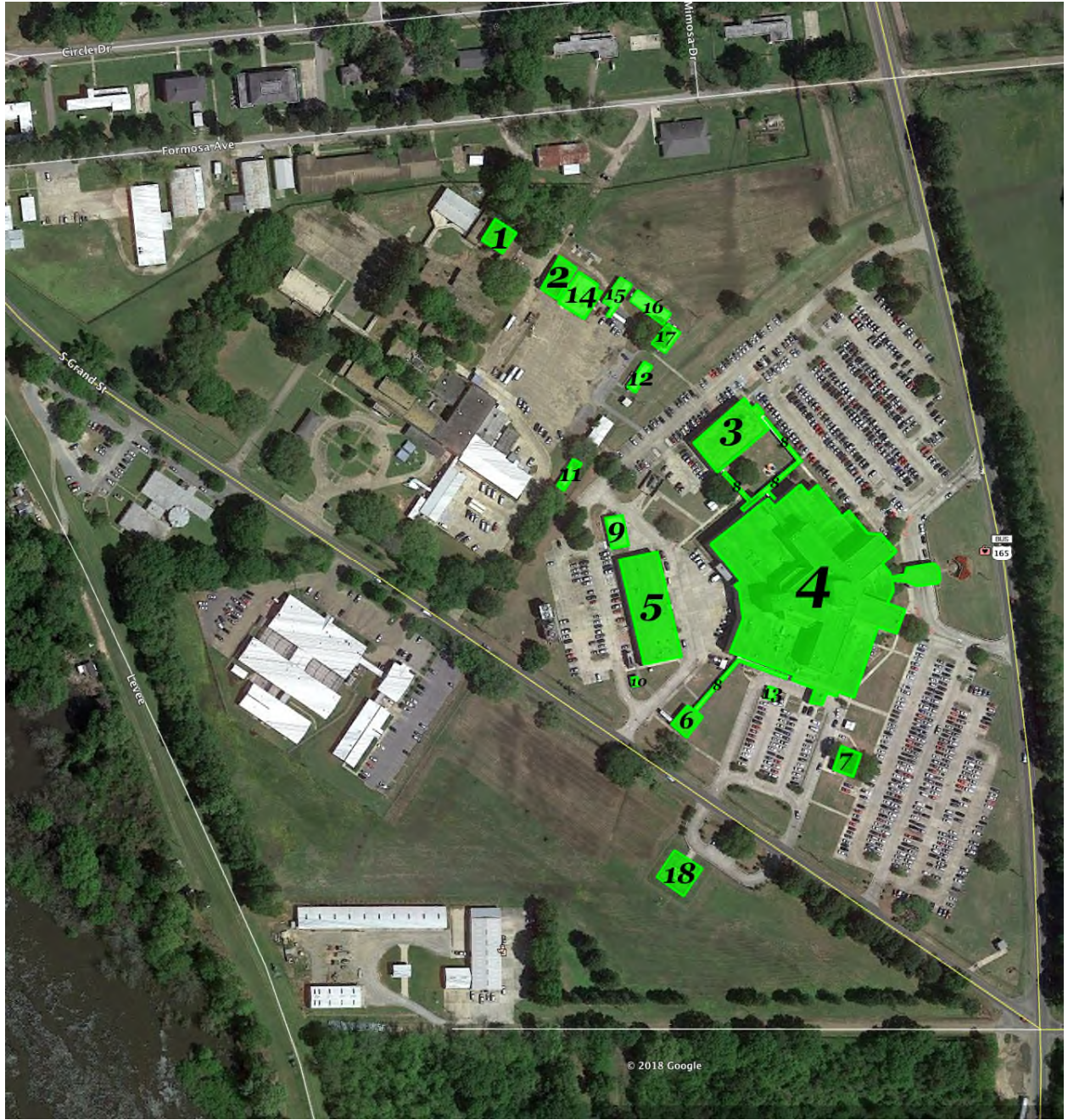


**EXHIBIT B : CONWAY FACILITY**

The following buildings and facilities, including all heating, ventilating, air conditioning, boilers, mechanical, electrical, elevator, telephone, cable and other utility, plumbing, fire, life-safety, sprinkler, lock and security, computer, public address, air and water pollution control, and waste disposal systems, facilities, and fixtures appurtenant thereto, and all of the surrounding land, grounds, and parking areas appurtenant thereto, are included with and part of the "Conway Facility." The buildings are identified on the satellite images attached hereto as part of this Exhibit B and are shaded in green with black numerals designating the building numbers.

<b>Bldg. No.</b>	<b>Building</b>
1	Morgue Ambulance Building
2	Maintenance Building
3	Family Practice Building
4	Main Hospital Building
5	Power & Maintenance Building
6	Med II Clinic Building
7	Security / Medical Records Building
8	Covered Walkways
9	Storage Enclosure Building
10	Switchgear Building
11	TMP Building 1
12	TMP Building 2
13	Emergency Preparedness Building
14	Maintenance / Surplus Storage Building (see note below)
15	Electronic Medical Records
16	Maps
17	Physicians Building
18	Helipad





Conway Facility - 2