

**AGREEMENT OF SUBLEASE
(HOP Clinic)**

This Agreement of Sublease (this "*Sublease*") is entered into as of this 24th day of

June, 2013, 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 William L. Jenkins, Interim President of the Louisiana State University System, duly authorized by virtue of a Resolution of the Board of Supervisors, adopted April 17, 2013, a copy of which is on file and of record, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "*LSU*" or "*SUBLESSOR*"); and

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION, a Louisiana nonprofit corporation, represented herein by Robert V. "Bobby" Yarborough, Chair, duly authorized by virtue of a joint unanimous written consent of all members and the Board of Directors, adopted April 23, 2013, a copy of which is on file and of record, with a mailing address of 200 Henry Clay Avenue, New Orleans, Louisiana 70118 (Federal I.D. No. XX-XXX5187) (hereinafter referred to as "*UMCMC*" or "*SUBLESSEE*");

WITNESSETH:

WHEREAS, LSU, UMCMC, Louisiana Children's Medical Center (herein "*LCMC*"), State of Louisiana, by and through the Division of Administration, and the Louisiana Department of Health and Hospitals ("*DHH*") have entered into a Cooperative Endeavor Agreement dated effective May 29, 2013, (the "*CEA*");

WHEREAS, pursuant to the CEA, UMCMC has agreed to provide the financial resources and support, operational expertise, and other necessary resources to insure that the Hospital (as defined in the CEA), as well as certain additional LSU clinics (the "*LSU Clinics*"), continue to operate and provide health care services to the uninsured and high risk Medicaid populations; and

WHEREAS, one of the LSU Clinics currently operated by LSU is located at 2235 Poydras Street, New Orleans, Louisiana, and is currently leased to LSU pursuant to that certain

Lease between Montagnet Properties #7, L.L.C. ("*Lessor*") and LSU entered into as of December 22, 2010 (the "*Lease*"). A copy of the Lease is attached hereto as Exhibit "A".

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

1. Sublease of Leased Premises. SUBLESSOR hereby subleases to SUBLESSEE all of the premises leased to LSU under the Lease, which is as more fully described in the Lease attached hereto as Exhibit "A" (the "*Leased Premises*").

This Sublease shall at all times be subordinate and subject to the Lease, and other than the payment of rent by LSU to Lessor in accordance with the terms of the Lease which obligation LSU shall continue to perform, SUBLESSEE agrees to fully abide by and timely perform and assume all of SUBLESSOR'S obligations and covenants under the Lease arising on or after, and/or to be performed on or after, the Effective Date, and to defend, indemnify and hold SUBLESSOR free and harmless of and from any and all claims, demands and causes of action arising from SUBLESSEE'S violation of the obligations under the Lease (assumed by SUBLESSEE herein) arising on or after, and/or to be performed on or after, the Effective Date. To the extent permitted by law, SUBLESSOR agrees to defend, indemnify and hold SUBLESSEE free and harmless of and from any and all claims, demands and causes of action arising from SUBLESSOR'S violation of the obligations of the Lease arising prior to the Effective Date.

2. Initial Term. The initial term of this Sublease shall be for a period commencing at 12:00:00 am on June 24, 2013 (the "*Effective Date*") and ending on May 30, 2016 (the "*Initial Term*").

3. Renewal Term. The Lease grants LSU the option to extend the term of the Lease for one (1) additional period of five (5) years upon giving sixty (60) days written notice to Lessor prior to the expiration date of the Lease. In the event that SUBLESSEE delivers written notice to SUBLESSOR of SUBLESSEE'S intent to renew this Sublease at least ninety (90) days prior to May 30, 2016, SUBLESSOR shall exercise its option to extend the term of the Lease, and the Initial Term of this Sublease shall be extended for one (1) additional five (5) year period (the "*Renewal Term*", together with the Initial Term, the "*Term*").

4. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as each such term has in the Lease.

5. Sublease Rent. The rent payable by SUBLESSEE under this Sublease shall be the sum of \$806,400.00 per year (the "*Sublease Rent*", as may be increased as set forth below) payable to SUBLESSOR in equal monthly installments of \$67,200.00, to be paid, in advance, ten (10) days prior to the 1st of each month of the Term. Upon execution of this Sublease, SUBLESSEE shall pay SUBLESSOR: (i) a pro rata share of the Sublease Rent for June of 2013 in the amount of \$15,680.00; and (ii) the July portion of the Sublease Rent in the amount of \$67,200.00.

In the event that SUBLESSEE notifies SUBLESSOR of its intent to extend the Initial Term pursuant to Section 3 hereof, the Sublease Rent for the remainder of the Term shall be increased in the same manner and in accordance with Section 2 of the Lease. Notwithstanding anything set forth herein to the contrary, the parties agree and acknowledge that the monthly Sublease Rent payments due hereunder from SUBLESSEE to SUBLESSOR shall at all times during the Term equal the rent payments due under the Lease from SUBLESSOR to Lessor.

6. Rights and Obligations of SUBLESSEE. Beginning as of the Effective Date, SUBLESSEE shall fully and timely pay and perform all of the obligations of LSU arising on or after the Effective Date (except for the payment of rent to Lessor by LSU), as provided for in the Lease including, but not limited to, the obligation to pay for all trash/garbage pickup and disposal, all janitorial services, any after-hours heating, ventilation and air conditioning, technology and communications expenses, and any and all maintenance expenses, insurance expenses, and taxes, as fully as if SUBLESSEE was the original lessee under the Lease, but only to the extent that LSU is obligated under the Lease. Except as provided herein with respect to the requirement that SUBLESSEE notify SUBLESSOR of Sublessee's intent to extend the Initial Term, SUBLESSEE shall be entitled to all of the rights of LSU under the Lease as fully as if SUBLESSEE was the original lessee under the Lease.

7. Termination of this Sublease. This Sublease shall terminate on the earlier to occur of the following: (i) the expiration of the Term; (ii) the mutual written consent of the parties hereto; (iii) the termination of the CEA or the Master Hospital Lease (as defined in the CEA); or (iv) the termination of the Lease in accordance with Section 20 of the Lease. In the event that the conditions precedent set forth in Section 20 of the Lease will be satisfied prior to the termination of this Sublease pursuant to Section 7(iv) above, and either party wishes to terminate this Sublease, such party shall give to the other party hereto at least seventy-five (75) days' written notice of such termination, and upon receipt or delivery of such notice, as the case may be, SUBLESSOR will provide to the Lessor the termination notice required by Section 20 of the Lease.

8. Representations of SUBLESSOR. SUBLESSOR represents and warrants to SUBLESSEE that (a) SUBLESSOR is the tenant under the Lease and has not assigned any

interest therein or sublet any portion of the Leased Premises; (b) the Lease is the valid and binding obligation of SUBLESSOR and is in full force and effect; (c) the Lease has not been amended or modified except as set forth in the third "WHEREAS" paragraph above; (d) to the actual knowledge of SUBLESSOR's Director of Facility Planning and Management, the Chief Executive Officer of LSU Health Care Services Division and/or the Vice-President of Health Care Design, neither SUBLESSOR nor Lessor is in default of any of the provisions of the Lease and no event has occurred which, with the giving of notice or the passage of time or both, would constitute a default by SUBLESSOR or Lessor under the Lease; and (e) the commencement date of the Lease is May 31, 2011, and SUBLESSOR took occupancy of the Leased Premises on May 31, 2011.

9. Acceptance of Premises. SUBLESSEE accepts and subleases the Leased Premises in "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, all of which are and shall be expressly renounced by SUBLESSOR. SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES, OR ITS FITNESS FOR SUBLESSEE'S PURPOSES AND USE, AND SUBLESSEE EXPRESSLY WAIVES AND RENOUNCES ANY AND ALL SUCH WARRANTIES, BOTH EXPRESS AND IMPLIED.

10. Default by SUBLESSEE.

a. SUBLESSEE shall be in default under this Agreement if: (i) SUBLESSEE fails to timely make any payment, as required by this Sublease, and such failure is

not cured within five (5) days after written notice of such default is provided by SUBLESSOR to SUBLESSEE, and/or (ii) SUBLESSEE fails to timely and fully perform, within the applicable cure period provided under the Lease, any obligations assumed herein by SUBLESSEE and required to be performed by LSU under the Lease arising on or after the Effective Date, which failure causes Lessor to declare a default under the Lease; and/or (iii) SUBLESSEE otherwise breaches any of its other obligations or covenants under this Sublease and fails to cure such breach within thirty (30) days of written notice from SUBLESSOR.

b. In the event of a default by SUBLESSEE, SUBLESSOR will be entitled to exercise any one or more of the following rights or remedies at its discretion: (1) demand immediate payment of all rents and other sums that are past due and continue to collect all rents and other sums as they become due under this Sublease until this Sublease terminates or the Term expires, (2) immediately terminate this Sublease, (3) immediately evict SUBLESSEE, to the extent permitted by applicable law, (4) recover all actual damages sustained by SUBLESSOR, and/or (5) exercise all other rights and remedies, and recover all damages available under Louisiana and other applicable laws.

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

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

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

13. Notices. All notices required, necessary or desired to be given pursuant to this Sublease shall be in writing and shall be effective upon: (i) the date when such notice is hand-delivered to the party who is the intended recipient thereof; (ii) one (1) business day after such notice is deposited with a nationally recognized overnight delivery service; or (iii) three (3) business days after such notice is mailed by registered or certified United States mail, postage prepaid, receipt requested, to the respective address set forth below:

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

With a copy to: Taylor, Porter, Brooks & Phillips, L.L.P.
Attention: Nancy C. Dougherty
451 Florida Blvd., Suite 800
Baton Rouge, Louisiana 70801

If to SUBLESSEE: University Medical Center Management Corporation
c/o Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, Louisiana 70118
Attn: Steve Worley
Ricardo Guevara

With a copy to: Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, Louisiana 70118
Attn: General Counsel

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

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

15. Insurance. UMCMC will furnish and provide the insurance required to be provided by LSU under Section 17 of the Lease and will name Lessor as loss payee and LSU and Lessor as additional insureds on each insurance policy required under the Lease.

16. Assignment and Sublease. UMCMC may not assign or encumber its rights under this Sublease or sublease all or any part of the Leased Premises without the express written consent of LSU and Lessor, which consents of LSU shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed, except that no such consent shall be required to the extent any such transferee would constitute a permitted transferee for whom no consent of LSU is required under the Master Hospital Lease of all or part of SUBLESSEE's rights in the Leased Buildings (as such term is defined in the Master Hospital Lease).

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

18. Amendments. SUBLESSOR agrees not to amend the Lease without obtaining the prior, written consent of SUBLESSEE.

19. Counterparts. This Sublease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

20. Intervention, NOW HEREIN ENTERS LCMC to individually and in solido with UMCMC guarantee the full and timely payment of the Sublease Rent due to SUBLESSOR under this Sublease. Upon its withdrawal as sole member of UMCMC pursuant to the CEA and the Member Substitution Agreement (as defined in the CEA), LCMC's guarantee under this intervention, for obligations accruing after such withdrawal, shall terminate.

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[Signatures on Next Page]

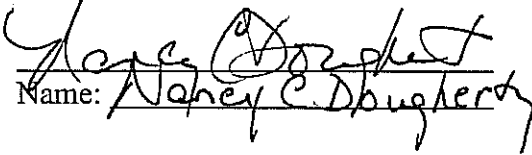
Signature Page for Agreement of Sublease
(HOP Clinic)

IN WITNESS WHEREOF, the parties hereto have signed their names, as of the 24th day
of June, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:



Name: JAMES E. MARCHAND



Name: Nancy C. Dougherty

WITNESSES:

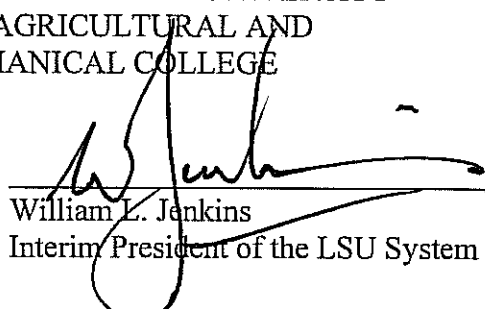
Name: _____

Name: _____

SUBLESSOR:

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

By: _____


William L. Jenkins
Interim President of the LSU System

SUBLESSEE:

UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION

By: _____

Robert V. "Bobby" Yarborough, Chair

INTERVENOR:

LOUISIANA CHILDREN'S MEDICAL
CENTER

By: _____

Steve Worley, President and Chief
Executive Officer

This Sublease is approved and consented to by Lessor:
MONTAGNET PROPERTIES #7, L.L.C.

By: _____

Signature Page for Agreement of Sublease
(HOP Clinic)

IN WITNESS WHEREOF, the parties hereto have signed their names, as of the 24th day
of June, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

Name: _____

Name: _____

SUBLESSOR:

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

By: _____
William L. Jenkins
Interim President of the LSU System

WITNESSES:

Lucie R. Kantrow
Name: Lucie R. Kantrow

Jacob M. Kantrow
Name: Jacob M. Kantrow

SUBLESSEE:

UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION

By: Robert V. "Bobby" Yarborough
Robert V. "Bobby" Yarborough, Chair

INTERVENOR:

LOUISIANA CHILDREN'S MEDICAL
CENTER

By: _____
Steve Worley, President and Chief
Executive Officer

This Sublease is approved and consented to by Lessor:
MONTAGNET PROPERTIES #7, L.L.C.

By: _____

Signature Page for Agreement of Sublease
(HOP Clinic)

IN WITNESS WHEREOF, the parties hereto have signed their names, as of the 2nd day
of July, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

Name: _____

Name: _____

WITNESSES:

Name: _____

Name: _____

SUBLESSOR:

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

By: _____
William L. Jenkins
Interim President of the LSU System

SUBLESEE:

UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION

By: _____
Robert V. "Bobby" Yarborough, Chair

INTERVENOR:

LOUISIANA CHILDREN'S MEDICAL
CENTER

By: Steve Worley
Steve Worley, President and Chief
Executive Officer

This Sublease is approved and consented to by Lessor:
MONTAGNET PROPERTIES #7, L.L.C.

By: _____

Signature Page for Agreement of Sublease
(HOP Clinic)

IN WITNESS WHEREOF, the parties hereto have signed their names, as of the ___ day
of _____, 2013, in the presence of the undersigned competent witnesses:

WITNESSES:

Name: _____
Date: _____

Name: _____
Date: _____

WITNESSES:

Name: _____
Date: _____

Name: _____
Date: _____

SUBLESSOR:

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

By: _____
William L. Jenkins
Interim President of the LSU System

SUBLESSEE:

UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION

By: _____
Robert V. "Bobby" Yarborough, Chair

INTERVENOR:

LOUISIANA CHILDREN'S MEDICAL
CENTER

By: _____
Steve Worley, President and Chief
Executive Officer

This Sublease is approved and consented to by Lessor:
MONTAGNET PROPERTIES #7, L.L.C.

By: *Christina L. Montagnet, Jr.*