

**MASTER HOSPITAL LEASE**

**BY AND BETWEEN**

**JEFFERSON PARISH HOSPITAL  
DISTRICT NO. 1,  
d/b/a WEST JEFFERSON MEDICAL CENTER**

**AND**

**WEST JEFFERSON HOLDINGS, LLC**

**DATED \_\_\_\_\_, 2015**

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## Exhibits

<b>Exhibits</b>	<b>Title</b>
A	Leased Premises
B	Site Plan Showing Location of Buildings and Structures Legally Described on Exhibit "A"
C	Vehicles
D	Methodology to Compute Credit For Prepaid Rent Payments
E	Form of Estoppel Certificate
F	District Trade Names

## **MASTER HOSPITAL LEASE**

This Master Hospital Lease (the “**Lease**”) is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between JEFFERSON PARISH HOSPITAL DISTRICT NO. 1, PARISH OF JEFFERSON, STATE OF LOUISIANA, d/b/a WEST JEFFERSON MEDICAL CENTER (“**District**”) and WEST JEFFERSON HOLDINGS, LLC, a Louisiana limited liability company (“**WJH**”). District and WJH are collectively referred to herein as the “**Parties**” and each, as a “**Party**.”

### **RECITALS**

**WHEREAS**, District is a hospital service district established within Jefferson Parish, Louisiana pursuant to LA R.S. § 46:1051 and the Jefferson Parish, Louisiana Code of Ordinances § 17-16, with its principal place of business at 1101 Medical Center Boulevard, Marrero, Louisiana;

**WHEREAS**, that certain Letter of Intent dated March 11, 2014, as amended, (the “**LOI**”), by and among Jefferson Parish Hospital and Health Services District, District and Louisiana Children’s Medical Center, a Louisiana nonprofit corporation that is or will become the sole member of WJH (“**LCMC**”), contemplates that WJH will lease from the District and WJH will operate the West Jefferson Medical Center located at 1101 Medical Center Boulevard, Marrero, Louisiana (the “**Hospital**”) and all other clinical and healthcare operations that support Hospital operations at other locations owned by District or leased from third parties (collectively with the Hospital, the “**Facilities**”);

**WHEREAS**, the changing health care delivery system and Louisiana’s health care reform effort is driving providers to remodel the delivery of care through partnerships and cooperative efforts between the public and private sectors, and thereby deliver care on a more efficient, cost-effective basis through integrated delivery systems;

**WHEREAS**, District has determined that the Facilities can best be operated to meet the needs of the District if they receive the benefits of being part of LCMC, a larger, academically-affiliated health system;

**WHEREAS**, WJH was established for the purpose of operating the Facilities;

**WHEREAS**, contemporaneously herewith, District, WJH, and LCMC are entering into a Cooperative Endeavor Agreement (as the same may be hereafter amended, the “**CEA**”), pursuant to which the parties seek to: (a) transform the health care delivery landscape in New Orleans through the creation of an integrated healthcare delivery network that provides the entire continuum of care from pediatrics to geriatrics, and that benefits the citizens of the District and the greater New Orleans area, (b) allow for an enhanced integrated delivery system well-positioned for the challenges of healthcare reform and population health management in the future, (c) enhance physician recruitment and engagement at the Facilities through development of high quality, open medical staffs with significant community involvement, a commitment to medical research and education, the establishment of a physician network that may participate in clinical integration, and a commitment to pluralistic physician alignment models, and (d) achieve for the Facilities the benefits of scale achieved by a larger health system by providing for greater

standardization and cost efficiency, allowing for the ability to leverage best practices and generate operational efficiencies; and

**WHEREAS**, the Parties desire to enter into this Lease to facilitate and advance the goals stated herein and in the CEA.

**NOW, THEREFORE**, in consideration of (a) District’s obligation to lease the Leased Premises (as defined in this Lease), (b) the rent to be paid by WJH during the term of this Lease, and the mutual benefits accruing to the Parties under this Lease and the CEA, and (c) the terms, conditions and obligations among the Parties as stated in this Lease, and (d) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.  
DEFINITIONS**

<b><u>Defined Term:</u></b>	<b><u>Defined in Article or Section:</u></b>
<b>Action Plan</b>	Section 2.10
<b>Advance Rent</b>	Section 3.1
<b>Agreed Rate</b>	Section 13.3(g)
<b>Appraiser</b>	Section 3.2(b)
<b>ASC</b>	Section 2.10
<b>Average Revenue</b>	Section 13.3(f)
<b>Casualty</b>	Section 10.1
<b>CEA</b>	Sixth Whereas Clause of Recitals
<b>Commencement Date</b>	Section 2.2
<b>Control</b>	Section 5.1
<b>Cure Period</b>	Section 13.3(b)
<b>District</b>	Preamble
<b>District’s Determination</b>	Section 3.2(a)
<b>District Event of Default</b>	Section 13.2
<b>District Health Mission Initiatives</b>	Section 2.10
<b>District’s Personal Property</b>	Section 2.1
<b>District Trade Names</b>	Section 16.15

<b><u>Defined Term:</u></b>	<b><u>Defined in Article or Section:</u></b>
<b>DHH</b>	Section 4.1
<b>Environmental Laws</b>	Section 11.1
<b>Facilities</b>	Second Whereas Clause of Recitals
<b>Fair Market Rental Value</b>	Section 2.8
<b>Force Majeure</b>	Section 13.6
<b>Hazardous Materials</b>	Section 11.1
<b>Hospital</b>	Second Whereas Clause of Recitals
<b>Improvements</b>	Section 6.1
<b>Law</b>	Section 4.1
<b>LCMC</b>	Second Whereas Clause of Recitals
<b>Lease</b>	Preamble
<b>Leased Premises</b>	Section 2.1
<b>Leasehold Mortgage</b>	Section 5.4(a)
<b>Leasehold Mortgagee</b>	Section 5.4(a)
<b>Licensing and Accreditation Standard</b>	Section 4.1
<b>LOI</b>	Second Whereas Clause of Recitals
<b>Party</b>	Preamble
<b>Notice</b>	Section 2.10
<b>Permitted Subleases</b>	Section 5.2
<b>Permitted Uses</b>	Section 4.1
<b>Permitted Successor Operator</b>	Section 5.4(d)
<b>Potential Terminating Breach</b>	Section 13.3
<b>Prime Rate</b>	Section 13.3(g)
<b>Property</b>	Section 2.1
<b>Property and Equipment</b>	Section 6.2(b)
<b>Qualifying Hospital</b>	Section 4.1

<b><u>Defined Term:</u></b>	<b><u>Defined in Article or Section:</u></b>
<b>Reimbursement Amount</b>	Section 13.3(f)
<b>Release</b>	Section 11.1
<b>Remediation</b>	Section 11.1
<b>Renewal Notice Date</b>	Section 2.8
<b>Renewal Term</b>	Section 2.8
<b>Renewal Term Rent</b>	Section 2.8
<b>Rent</b>	Section 3.1
<b>Rent Notice</b>	Section 3.2
<b>Rent Notice Date</b>	Section 3.2
<b>Required Use</b>	Section 4.1
<b>Requirements</b>	Section 4.1
<b>Revenue Factor</b>	Section 13.3(f)
<b>Term</b>	Section 2.3
<b>Termination Notice</b>	Section 13.3(e)
<b>Termination Wind Down Period</b>	Section 14.1
<b>Utility Service</b>	Article VIII
<b>Wind Down Commencement Date</b>	Section 14.1
<b>WJH</b>	Preamble
<b>WJH Determination</b>	Section 3.2(a)
<b>WJH Event of Default</b>	Section 13.1
<b>WJH Parties</b>	Section 11.1
<b>WJH Personal Property</b>	Section 6.2(b)

**ARTICLE II.  
TERM AND LEASED PREMISES**

Section 2.1 **Term and Leased Premises**. For the consideration and upon the terms and conditions hereinafter expressed, District hereby leases to WJH, and WJH hereby leases from District, the Hospital and all other real property owned by the District that is used in connection with the business, control and operation of the Facilities, as more specifically

described on Exhibit “A” and depicted on Exhibit “B” attached hereto and made a part hereof (the “**Leased Premises**”) unto WJH, here present and accepting the Leased Premises, commencing on the Commencement Date (as defined below), for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein. District also hereby leases to WJH and WJH hereby leases from District, all vehicles (including those vehicles identified on Exhibit “C” attached hereto and made a part hereof), machinery, equipment, tools, furniture, office equipment, computer hardware, materials and other items of tangible personal property of every kind owned by District and located at and used or usable in connection with the Facilities (collectively, “**District’s Personal Property**”). The consideration for the lease of the District’s Personal Property is included in the Rent payable by WJH hereunder, and no additional payments are payable to District for the lease of the District’s Personal Property. The Leased Premises and the District’s Personal Property are sometimes collectively referred to herein as the “**Property**.”

Section 2.2 **Commencement Date.** For the purposes of this Lease, the “**Commencement Date**” shall mean the \_\_\_\_ day of \_\_\_\_\_, 2015.

Section 2.3 **Term.** The period of time from the Commencement Date through the date which is the forty-fifth (45<sup>th</sup>) anniversary of the Commencement Date, or such earlier termination of this Lease in accordance with the terms hereof, and as the same may be extended pursuant to any Renewal Term(s) as provided in Section 2.8, shall be referred to herein as the “**Term**.”

Section 2.4 **Condition of Leased Premises.** WJH acknowledges that it has expertise in the Permitted Uses. WJH agrees that any improvements or modifications made by WJH during the Term shall be performed at WJH’s sole cost and expense. Except as expressly provided for herein or in the CEA, WJH accepts the Property under this Lease on an “AS IS” basis, and assumes all responsibility and cost for correcting any observed or unobserved deficiencies or violations. In making its decision to enter into this Lease, WJH has not relied on any representations or warranties, express or implied, of any kind from District except to the extent expressly set forth in this Lease or in the CEA. Except as set forth in the CEA, District expressly makes no representations or warranties as to the physical condition of any Property or the habitability or fitness of the Property for any particular use or purpose or for any intended purpose or as to the Property being free of vices or defects that could prevent the Property from being used for any purpose or otherwise, including, without limitation (a) its soundness for any construction or other building purposes, (b) the availability of any utilities to the property, and (c) the existing zoning. WJH hereby agrees and acknowledges the foregoing and waives any such warranties and acknowledges that it is solely WJH’s responsibility to ensure that WJH has all necessary licenses, permits and approvals with respect to its Permitted Uses, the Required Use and the operation of the Property. WJH hereby expressly waives and disclaims those warranties and obligations provided Louisiana Civil Code Articles 2682(2), 2684, 2691, and 2696-2699. WJH is assuming responsibility for the Leased Premises for purposes of LA R.S. 9:3221.

Section 2.5 **Quiet Enjoyment.** District covenants that, if and so long as WJH pays the Rent and other charges reserved by this Lease and performs all the obligations of WJH hereunder, WJH shall quietly enjoy peaceful possession of the Leased Premises (which covenant of peaceful possession includes peaceful possession undisturbed by any expropriation of the

Leased Premises or any part thereof), subject, however, to the terms of this Lease, the Permitted Encumbrances (as defined in the CEA) and all encumbrances that exist on title to the Leased Premises as of the Commencement Date. WJH expressly acknowledges that, prior to the Commencement Date, it will have reviewed title to the Leased Premises and will have had an opportunity to determine that the same is satisfactory, and with the exception of the warranty of peaceful possession and except as otherwise expressly stated herein, District makes no representation or warranty regarding its title to the Leased Premises or any encumbrance or defect regarding same.

Section 2.6 **CEA**. Notwithstanding anything in this Lease to the contrary, (a) the CEA shall govern any representation, warranty and/or covenant in the CEA and the remedies for breach of such representations, warranties and/or covenants and nothing in this Lease, including the provisions of Sections 2.4 and 3.3 hereof, is in derogation of any rights or obligations set forth in the CEA, (b) any payment obligations under the CEA of District shall be governed by the CEA and shall not be passed on to WJH under this Lease, and shall expressly be deemed to be District's obligations, (c) this Lease shall not limit any obligations or rights under the CEA, and (d) subject to the terms of Section 13.5 below, any breach of any representation, warranty and/or covenant in the CEA by the District shall not modify or limit any obligations of WJMC under this Lease, including, to the extent that this Lease purports to expressly carve out or modify an obligation under Section 2.4 or Section 3.3.

Section 2.7 **Existing Leases**. To the extent that there exists any tenant on the Leased Premises as of the Commencement Date under an existing lease, that has not agreed to become a sub-tenant of WJH and subject and subordinate its lease to this Lease, and thus such lease has not been assigned to WJH, then (a) WJH does hereby assume and agree to perform all obligations as landlord arising from and after the Commencement Date (as if such lease was assigned to it) under all such leases, (b) District appoints WJH as its agent with full authority to act as the landlord under such leases, and (c) District assigns to WJH all revenue under such leases.

Section 2.8 **Options to Renew**. WJH shall have two (2) consecutive options to renew this Lease for a period of fifteen (15) years each (each a "**Renewal Term**"), for a total of thirty (30) additional years, under the same terms and conditions herein; provided that: (a) WJH advises District in writing of its desire to exercise any such right to renew no later than one hundred eighty (180) days prior to the expiration of the then-current Term (the "**Renewal Notice Date**"), and (b) upon exercise of its right to extend the Term for any Renewal Term, WJH shall pay the District in a single payment representing an advance prepayment of additional fair market rent ("**Renewal Term Rent**") on or prior to the first day of such Renewal Term for such Renewal Term, determined by the following formula: (i) the fair market lease value of the land, buildings and improvements constituting the Leased Premises ("**Fair Market Rental Value**") as agreed between the District and WJH (which fair market lease value shall be based on a real estate valuation of the land, buildings and improvements constituting the Leased Premises, and not (A) a valuation of the operation of the Leased Premises as a going concern and (B) inclusive of any item of Personal Property or Equipment), less (ii) the amount of the net book value of all improvements made to the land, buildings and improvements constituting the Leased Premises from and after the Commencement Date; provided, in no event shall the actual rent determined

by the result reached from subtracting (ii) from (i) above be less than fifteen percent (15%) of the amount determined in (i).

Section 2.9 **Option to Terminate**. WJH shall have the right to terminate this Lease without cause and in its sole discretion effective at any time beginning on the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date, by providing District with written notice of such election to terminate, at least twelve (12) months prior to the effective date of such termination (for clarification, such notice can be given beginning on the twenty-ninth (29<sup>th</sup>) anniversary of the Commencement Date to permit termination on the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date).

### **ARTICLE III. RENT**

Section 3.1 **Advance Rent**. WJH shall pay to District in a single payment the sum of \$225,000,000 (“**Advance Rent**,” and together with Renewal Term Rent, the “**Rent**”) on or before the Closing Date (as such term is defined in the CEA), which represents a prepayment of all Rent payments due to District for occupancy of the Leased Premises and use of the District’s Personal Property for the initial forty-five (45) year Term. In the event this Lease is terminated (or partially terminated) and WJH is entitled to a refund of any Advance Rent or Renewal Term Rent paid by WJH, the formula set forth on Exhibit “D” attached hereto and made a part hereof shall be used to determine the amount of Advance Rent or Renewal Term Rent, if any, to be returned to WJH; provided, however, that except as set forth in the CEA, the parties expressly acknowledge that WJH is only entitled to receive casualty insurance pursuant to Article X hereof, and WJH is entitled to reimbursement of Rent only pursuant to Section 13.3(f) hereof, in each case subject to the provisions thereof.

#### **Section 3.2 Renewal Term Rent**.

(a) The Parties agree that Rent for each Renewal Term shall be reviewed and adjusted to the Renewal Term Rent. In the event District and WJH cannot agree on the Renewal Term Rent, based on the formula set forth in Section 2.8 above at least ninety (90) days prior to the commencement of any Renewal Term, District and WJH shall each deliver simultaneously to the other, at District's office, a written notice (each, a “**Rent Notice**”), on a date mutually agreed upon, but in no event later than ninety (90) days after the Renewal Notice Date (the “**Rent Notice Date**”), which Rent Notice shall set forth such party’s respective determination of the Fair Market Rental Value (District's determination of the Fair Market Rental Value is referred to as “**District's Determination**” and WJH's determination of the Renewal Term Rent is referred to as “**WJH's Determination**”). If (i) District fails to give District's Determination to WJH on the Rent Notice Date, and (ii) WJH tenders WJH's Determination to District on the Rent Notice Date, then the Fair Market Rental Value for the Leased Premises shall be WJH's Determination. If (i) WJH fails to give WJH's Determination to District on the Rent Notice Date, and (ii) District tenders District's Determination to WJH on the Rent Notice Date, then the Fair Market Rental Value for the Leased Premises shall be District's Determination. If each such Party timely submits a Rent Notice and WJH’s Determination and District’s Determination differ by five percent (5%) or less, the Fair Market Rental Value shall be the average of WJH’s Determination and District’s Determination. If each Party timely submits a Rent Notice and

WJH's Determination differs by more than five percent (5%) from District's Determination, then District and WJH shall attempt in good faith to agree upon the Renewal Term Rent for a period of thirty (30) days after the Rent Notice Date.

(b) If District and WJH do not agree on the Fair Market Rental Value within thirty (30) days after the Rent Notice Date, then District and WJH shall select jointly an independent real estate appraiser that (i) neither District nor WJH, nor any of their respective affiliates, has engaged during the immediately preceding three (3) year period, and (ii) has at least ten (10) years of experience appraising commercial real estate of a type similar to the Leased Premises in the New Orleans area and who is a member of the Appraisal Institute (such appraiser being referred to herein as the “**Appraiser**”). The parties shall instruct the Appraiser to (i) conduct the hearings and investigations that he or she deems appropriate, and (ii) choose either District's Determination or WJH's Determination as the better estimate of Fair Market Rental Value for the Leased Premises, within thirty (30) days after the date that the Appraiser is designated. The Appraiser's choice shall be conclusive and binding upon District and WJH. Each party shall pay its own counsel fees and expenses, if any, in connection with the procedure described herein and one-half of the fees of the Appraiser. The Appraiser shall not have the power to supplement or modify any of the provisions of this Lease. If the final determination of the Fair Market Rental Value is not made on or before the expiration of the then applicable Term, then, pending such final determination, the Fair Market Rental Value shall be deemed to be an amount equal to the average of District's Determination and WJH's Determination and Renewal Term Rent shall be paid in monthly installments until the final determination of Renewal Term Rent. Upon the final determination hereunder of the Renewal Term Rent, WJH, not later than the tenth (10th) day after the final determination, shall pay to District the amount of such Renewal Term Rent, less any amounts previously paid on account of such Renewal Term Rent.

(c) WJH will reasonably cooperate with District and its advisors and consultants, at District's sole cost and expense, to enable the District and its advisors and consultants to make its own determination of what the Renewal Term Rent should be, including the Fair Market Rent component, and shall provide District with such information as may be reasonably necessary for District to determine the amount of the net book value of all improvements made to the land, buildings and improvements constituting the Leased Premises from and after the Commencement Date.

Section 3.3 **Triple Net Lease**. This Lease is intended to be a triple net lease, and as such, except as set forth in the CEA, all costs and expenses associated with the Property and the Leased Premises shall be the obligation of WJH. WJH agrees that the Rent provided for herein shall be an absolute net return to District free and clear of any expenses, charges, insurance or taxes whatsoever of any kind, character or nature (except as otherwise provided herein); it being understood and agreed to by WJH that WJH shall bear responsibility during the Term for the payment of all costs and expenses associated with the management, operation, ownership and maintenance of the Leased Premises and the Property, including all costs and expenses required to make improvements or repairs as may be required to comply with the Requirements; provided, however, other than for obligations expressly set forth in this Lease, with respect to such costs and expenses that are exclusively incurred in connection with the ownership (and not with the management, operation, and maintenance) of the Leased Premises; same shall only be the

obligation of WJH, if they are not able to be controlled by District or if they are able to be controlled are incurred generally by other owners of similarly-situated commercial real estate, and incurred in a commercially reasonable manner and for a commercially reasonable amount. WJH expressly acknowledges that the Rent when paid, will be fully earned and except as expressly provided in this Lease or the CEA, WJH shall not be entitled to any abatement, suspension, deferment, reduction, set-off, counterclaim, defense or refund with respect to any part of the Rent due or paid under this Lease, for any reason whatsoever.

#### **ARTICLE IV. USE**

Section 4.1 **Permitted and Required Uses.** The Leased Premises are to be used and occupied by WJH solely for a hospital, medical business offices, medical staff offices, medical clinics and related or customary uses incidental thereto (“**Permitted Uses**”), and for no other purposes without the prior written consent of District, which shall not be unreasonably withheld, conditioned or delayed, as long as the obligations in the following sentence are complied with. Throughout the Term, WJH shall be licensed by the State of Louisiana Department of Health & Hospitals (“**DHH**”) (and any successors thereto) to operate the Hospital, shall maintain accreditation for the Hospital from The Joint Commission (and any successors thereto), shall maintain certification of the Hospital by the Centers for Medicare and Medicaid Services and DHH for Louisiana Medicaid (collectively, the “**Licensing and Accreditation Standard**”), shall operate the Hospital as a general acute care hospital in material compliance with the Licensing and Accreditation Standard (but if any failure to strictly comply with any aspects of the Licensing and Accreditation Standard would endanger the health or safety of persons or prevent the Hospital from being operated as a general acute care hospital, then WJH shall comply to the extent necessary to avoid such negative consequences) (the “**Required Use**”). Notwithstanding the foregoing, in the event WJH operates within the District a general, acute care hospital satisfying the Licensing and Accreditation Standard (a “**Qualifying Hospital**”), whether or not located on the Leased Premises, WJH may use the existing Hospital for any Permitted Use, and the requirement to operate the Hospital in accordance with the Required Use shall be satisfied so long as such other Qualifying Hospital is being operated as set forth above, and references to the requirement to operate in accordance with the Required Use elsewhere in this Agreement shall be deemed to be references to the Qualifying Hospital, provided that in all cases the other obligations with respect to the Leased Premises are complied with, including those in Article VII. The requirements of (a) any applicable federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, code, regulation, statute, or treaty, including without limitation Health Care Laws (as defined in the CEA) (herein “**Law**”) and (b) The Joint Commission (including the Environment of Care Standards of the Joint Commission) and any other applicable accrediting agency and any successors thereto, including the CMS Conditions of Participation as may be applicable to the Property, collectively, shall be referred to in this Lease as the “**Requirements**”.

Section 4.2 **Prohibited Uses.** In addition to the foregoing, WJH agrees not to occupy or use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose that is unlawful, illegal, disreputable or reasonably considered to be ultra-hazardous. WJH will not use, occupy or permit the use or occupancy of the Leased Premises for any purpose

which may be unreasonably dangerous to life, limb or property, or permit the maintenance of any public or private nuisance.

## **ARTICLE V. SUBLETTING AND ASSIGNMENT**

Section 5.1 **No Assignment.** WJH may not, without the prior written consent of District, which consent may be withheld in its sole and absolute discretion, assign, transfer, sell or encumber, in whole or in part this Lease or any interest therein, except for a Leasehold Mortgage which is subject to the terms of this Lease as set forth below. For the purpose of this Lease, the transfer, assignment, sale, hypothecation or other disposition of any limited liability company membership interest, stock or other equity interest of WJH, or any Person that directly or indirectly through one or more Persons has an equity interest in WJH which results in a change in the Persons which or who ultimately exert effective Control over the management of the affairs of WJH as of the Commencement Date, shall be deemed to be an assignment of the Lease (which is prohibited). “**Control**” shall mean, as applied to any Person, the possession, directly or indirectly, of the power to direct the management and policies of that Person, whether through ownership, voting control, by contract or otherwise. Notwithstanding the forgoing limitations, (a) WJH may, with prior written notice to District, but without the consent of District, assign its interest under this Lease to a nonprofit corporation, nonprofit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity (i) Controlled (directly or indirectly) by WJH or LCMC or any affiliate (which such affiliate is Controlled by, Controls or is under common Control with WJH or LCMC), and (ii) owned at least 51% (directly or indirectly) by WJH or LCMC or any affiliate (which such affiliate is directly or indirectly owned by, directly or indirectly owns or is under common direct or indirect ownership with WJH or LCMC; in each such case of at least 51%), provided that in the case of such assignment, such assignee shall agree to assume in writing WJH’s obligations hereunder and under the CEA and shall satisfy the standards of a Permitted Successor Operator, and such assignment shall not release WJH from its obligations hereunder, and (b) any change of Control (including by way of LCMC merging into or consolidating with another entity, or creating a successor in interest which will assume the rights and obligations of LCMC under Article XVII of this Lease) that is permitted under the CEA shall also be permitted hereunder.

Section 5.2 **No Subletting.** WJH may not, without the prior written consent of the District, which consent may not be unreasonably withheld, conditioned or delayed, sublease or grant any other rights of use or occupancy of all or any portion of the Leased Premises; provided, however, WJH may, without the written consent of District, sublease portions of the Leased Premises to the following (collectively “**Permitted Subleases**”): (a) any nonprofit corporation, nonprofit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity wholly owned or controlled by WJH or LCMC; (b) retail subtenants such as restaurants, drug stores, flower shops, newsstands, brace shops, and other subtenants which support or are incidental to the operations of the Hospital and or the Leased Premises and which would be routinely housed in a hospital or medical clinic of similar scope and operations, including, without limitation, (i) subleases to physicians and physician groups, (ii) the leases in existence on the date hereof, and any extensions, renewals or modifications of such leases, and (iii) subleases similar to the leases in place on the date hereof; (c) third parties with which (i) WJH or LCMC and (ii) District have an affiliation agreement relating to the healthcare, academic

or research activities conducted in the Hospital; and (d) other subleases or licenses reasonably related to healthcare uses, including, without limitation, the sublease of a unit, beds or space in the Leased Premises for long term acute care, rehabilitation, skilled nursing facility, nursing home or other similar healthcare uses; provided that all such Permitted Subleases shall be subject and subordinate to all of the terms and conditions of this Lease and the use of the Leased Premises and/or equipment permitted under any such Permitted Sublease shall be in accordance with the applicable terms and conditions of this Lease, and shall not prevent WJH from complying with the Required Use. Notwithstanding the foregoing, with respect to any sublease which includes more than ten percent (10%) of the total square footage of the entire Leased Premises, WJH shall (subject to receipt of appropriate confidentiality assurances from District) provide District with at least ten (10) days' written notice prior to entering into such sublease, and shall consider any objection of District (but shall not have any obligation to act on such objection). Any such sublease for which such prior written consent of the District is not required pursuant to this Section 5.2 shall further the Public Purpose of the Hospital as set forth in the CEA. Any subleases not meeting the foregoing criteria shall be submitted to District for its prior review and approval, which shall not be unreasonably withheld, conditioned or delayed if such sublease is for a Permitted Use. Any failure of District to respond within thirty (30) days of receipt of a written request shall be deemed consent. The foregoing shall be exclusive of any sublease to District, or its affiliates, all of which subleases are hereby consented to. Furthermore, notwithstanding anything contained in this Lease to the contrary, WJH shall not enter into any sublease of all or part of the Leased Premises if such sublease would be materially inconsistent with the Public Purpose as stated in Article I of the CEA. Any sublease will contain a provision to the effect that if this Lease is terminated for any reason, the sublease, at District's sole option, shall (a) continue in full force and effect with District being automatically substituted for WJH as the lessor under such sublease, but with no liability of District for any obligations of WJH (or any permitted assignee) which arose before District exercised its option to continue the sublease, or (b) be terminated without any liability to District. Further, any sublease will contain a provision restricting the sub-sublease or assignment of all or any part of such sublease.

Section 5.3 **WJH Remains Liable.** In no event shall any assignment or subletting (or assignment or other transfer due to a foreclosure of any Leasehold Mortgage) of all or any portion of the Leased Premises release WJH from any obligations under the Lease, unless such release shall be evidenced by District's express written agreement at the time of the assignment or subletting, which agreement may be withheld in District's sole discretion.

Section 5.4 **Leasehold Mortgage.**

(a) WJH may, from time to time, hypothecate, mortgage, pledge, encumber or alienate WJH's leasehold estate and rights hereunder to a Leasehold Mortgagee without the consent of District, but subject to the terms hereof. Such lien shall be referred to herein as a "**Leasehold Mortgage**" and the holder or holders of any such lien shall be referred to herein as a "**Leasehold Mortgagee.**" A Leasehold Mortgagee shall be an institutional lender that is regularly in the business of providing mortgage financing to healthcare institutions or an institutional lender serving as agent or trustee for other creditors or bondholders. No Leasehold Mortgage shall reduce in any material respect the rights of the District under this Lease, including the District's right to take back the Leased Premises free of the debt obligations of WJH upon any termination of this Lease following a WJH Event of Default. The Leasehold

Mortgagee's interest in the Leased Premises and this Lease shall be subordinate, junior and subject to District's fee ownership of the Leased Premises and interest in this Lease. A Leasehold Mortgage shall encumber no interest in the Leased Premises other than WJH's leasehold estate in the Leased Premises. Notwithstanding the forgoing, the right to obtain a Leasehold Mortgage shall not be used to circumvent the anti-assignment provisions of this Lease, and any Leasehold Mortgage shall only be granted in connection with actual, arm's length financing from a Leasehold Mortgagee.

(b) When giving notice to WJH with respect to any default hereunder, District shall also serve a copy of such notice upon any Leasehold Mortgagee to the extent District has notice of same and its proper notice address. Failure to provide such notice shall not be a breach by District, but the cure periods at such Leasehold Mortgagee shall not be deemed to start until such notice is provided. When giving notice to WJH with respect to any default under a Leasehold Mortgage, the Leasehold Mortgagee shall serve a copy of such notice to District.

(c) In the event WJH shall default in the performance of any of the terms, covenants, agreements, and conditions of this Lease to be performed on WJH's part, any Leasehold Mortgagee shall have the right, within the grace period available to WJH for curing such default as permitted herein, to cure such default or to cause the same to be cured, whether the same consists of the failure to pay Rent and other payments required under this Lease, or the failure to perform any other obligation, and District shall accept such performances on the part of any Leasehold Mortgagee as though the same had been done or performed by WJH.

(d) Upon foreclosure of any Leasehold Mortgage, the Leasehold Mortgagee (or any person or entity that acquires this Lease in such foreclosure sale) shall, within two hundred seventy (270) days of such foreclosure, cause a Permitted Successor Operator to assume the obligations of WJH under this Lease and the monetary obligations of LCMC under the CEA, including the Capital Expenditures remaining to be made over the Commitment Period and the indemnity obligations arising with respect to this Lease and the Leased Premises and comply with all of the terms and conditions of this Lease and the monetary obligations under the CEA including the Capital Expenditures remaining to be made over the Commitment Period and the indemnity obligations arising with respect to this Lease and the Leased Premises. A "**Permitted Successor Operator**" shall mean an entity that (i) demonstrably has the ability to operate the Leased Premises for the Required Use, and (ii) is an experienced and reputable operator of a hospital or hospitals similar to or larger than the Hospital and/or is directly or indirectly majority owned and Controlled by such an operator.

## **ARTICLE VI.**

### **IMPROVEMENTS AND ALTERATIONS BY WJH AND PERSONAL PROPERTY**

Section 6.1 **WJH Improvements and Alterations.** WJH may make such alterations (including maintenance and repairs) and improvements to the Leased Premises as WJH may desire ("**Improvements**"), at its own cost and expense without the prior consent or approval of District, provided that in each instance the provisions of this Section 6.1 are followed. All work (including repairs and maintenance) performed for or by WJH shall (a) be done in a good and workmanlike manner, (b) be in material compliance with all applicable Requirements (but if any failure to strictly comply with any aspects of the Requirements would (i) impair WJH's ability to

satisfy the Required Use, and/or (ii) adversely affect the health or safety of any person, then, WJH shall comply to the extent necessary to avoid such negative consequences), and (c) shall not impair WJH's ability to comply with the Required Use. WJH shall be responsible for complying with all material obligations under construction, engineering, architectural and related agreements for all Improvements. If any Improvements constituting a single, integrated project or series of related projects are to be undertaken and the reasonably anticipated costs of such project or projects exceed \$100,000,000, then prior to undertaking such Improvements, WJH shall provide District with reasonable evidence of its financial ability to complete such Improvements, which evidence may include, cash on hand, financing commitments from a Leasehold Mortgagee or other lenders, letters of credit, escrows or completion bonds; provided, such evidence shall not be required until after WJH has satisfied its obligations to invest Commitment Funds as required by Section 5.1 of the CEA.

Section 6.2 **Cost of WJH Improvements; Personal Property.**

(a) WJH shall be solely responsible for the costs of all Improvements to the Leased Premises undertaken by WJH pursuant to Section 6.1. On completion of the Improvements, WJH shall provide to District a lien waiver from WJH's contractor covering the cost of work, materials and equipment supplied by the contractor and all material subcontractors and materialmen. All Improvements made to the Leased Premises by WJH shall become the property of District at the termination or expiration of the Lease without any cost to District, subject to any obligations of District to reimburse WJH for the cost thereof as provided herein or in the CEA.

(b) District shall not be responsible for the cost for any personal property, fixtures, machinery, equipment, inventory, furniture and other items of personal property which WJH may place in the Leased Premises (collectively, the "**WJH Personal Property**" and together with the District's Personal Property, the "**Property and Equipment**"), and the WJH Personal Property shall be and remain the property of WJH and may be removed, sold, traded in, exchanged or otherwise disposed of without accountability or responsibility to District therefor by WJH at any time or times prior to the expiration of the Term; provided, however, that any WJH Personal Property remaining at the Leased Premises at the end of the Term shall be conveyed to District in accordance with Section 11.5 of the CEA.

(c) WJH may remove, at its own expense, any District's Personal Property within the Facilities that is not deemed essential by WJH to the operation of the Facilities; provided that any damage to the Facilities to the extent caused by such removal shall be repaired by WJH at its own expense.

(d) WJH shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, or undesirable District's Personal Property within the Facilities that is not essential to the operation of the Facilities. If any District's Personal Property that is essential to the operation of the Facilities has become inadequate, obsolete, worn-out, unsuitable, or undesirable, WJH may remove such item of District's Personal Property from the Facilities and may sell, trade in, exchange or otherwise dispose of it (as a whole or in part) without any responsibility or accountability to District therefor, provided that

the proceeds received by WJH in connection therewith are used for the operation of the Facilities.

(e) Notwithstanding WJH's rights to dispose of WJH Personal Property and Equipment, WJH shall at all times, at its sole cost and expense, maintain in the Hospital (including at the end of the Term when the Leased Premises are returned to District), property and equipment sufficient to operate the Hospital in accordance with the Required Use and pursuant to the CEA.

## **ARTICLE VII. OPERATIONS, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES**

Section 7.1 **Operations.** WJH shall be responsible to procure and maintain all services and equipment necessary or required in order to adequately operate the Leased Premises in accordance with the Required Use and Permitted Uses. Except to the extent diligently repairing and restoring in connection with a Casualty, and subject to the terms of Section 4.1 hereof, WJH shall continually operate the Hospital during the Term pursuant to the Required Use and in accordance with the Requirements and the CEA. WJH shall procure and maintain all licenses, permits and accreditation required for operation of the Hospital for the Required Use and for operation of the Leased Premises in accordance with the Permitted Use. The use and operation of the Leased Premises shall comply in all material respects with all applicable Requirements (but if any failure to strictly comply with any aspects of the Requirements would endanger the health or safety of persons, then, WJH shall comply to the extent necessary to avoid such negative consequences). Without limiting any obligations of WJH under this Lease, if any portions of the Leased Premises are not occupied and/or used for a Permitted Use during the Term, WJH shall insure that such premises are (a) properly secured (by physical and/or electronic means) to prevent unauthorized access, (b) otherwise maintained in accordance with this Lease, and (c) not allowed to become deteriorated or blighted in condition.

### Section 7.2 **Maintenance and Repair.**

(a) Subject to the terms of Section 6.2(c) and 6.2(d) hereof, WJH shall, at its sole cost and expense during the Term, maintain the Leased Premises and the Property and Equipment in a condition sufficient to (i) be in material compliance with all applicable Requirements (but if any failure to strictly comply with any aspects of the Requirements would (A) impair WJH's ability to satisfy the Required Use, (B) endanger the health and safety of any person, and/or (C) be a public or private nuisance, then, WJH shall comply to the extent necessary to avoid such negative consequences), (ii) not endanger the health and safety of any person, (iii) enable WJH to otherwise satisfy its obligations under this Lease, and (iv) not be a public or private nuisance. During the Term, WJH shall be responsible for all maintenance, repairs, restorations, and replacements to the Leased Premises (and, as applicable, the Property and Equipment), including the heating, ventilating, air conditioning, mechanical, electrical, elevators, plumbing, fire, sprinkler and security systems, computer services, air and water pollution control and waste disposal facilities, roof, structural walls, sewerage lines, including any septic tank and effluent disposal system that may be necessary, and foundations, fixtures, equipment, and appurtenances to the Leased Premises as and when needed to maintain them in such condition (ordinary wear and tear and depreciation excepted), regardless of whether such

maintenance and repairs are ordinary or extraordinary, routine or major, foreseeable or unforeseeable, or are at the fault of WJH, or some other party, except to the extent caused from and after the Commencement Date by the negligence or intentional misconduct of District or its employees, and subject to WJH's rights of recovery and reimbursement from the party responsible for such damages. The repairs, maintenance and in-kind replacements to be made by WJH hereunder shall not require any consent or approval of District, but shall be done in accordance with the requirements of Article VI.

(b) Except as expressly provided in Section 7.2(a) above with respect to damage caused by the negligence or intentional misconduct of District or its employees from and after the Commencement Date, it is understood and agreed that District shall have no obligation to incur any expense of any kind or character in connection with the maintenance, repair, restoration or replacement of the Leased Premises during the Term. District shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Leased Premises, or maintain the Leased Premises in any respect whatsoever, whether at the expense of District, WJH, or otherwise.

(c) WJH agrees that the Leased Premises shall comply with all Requirements, including the requirements of Title 40, Part V, of the Louisiana Revised Statutes, "EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED," more specifically, sections La. R.S. 40:1731 through 40:1744, and any new or modified requirements imposed to make the Leased Premises accessible to persons with disabilities as would be applicable to District.

(d) WJH further agrees to make, at its own expense, all changes and additions to the Leased Premises required by reason of any Requirement, including the furnishing of required sanitary facilities and fire protection facilities, and WJH shall furnish and maintain all fire extinguishers and other equipment or devices necessary to comply with any order of the Louisiana State Fire Marshal. WJH shall further be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and other equipment or devices, or any required licenses or permits applicable to the Leased Premises. At its sole cost and expense, WJH agrees to comply with any order issued during the Term by the Louisiana State Fire Marshal's Office within the timeframe mandated by that Office, subject to any appeal rights WJH may have.

(e) WJH shall have the sole responsibility of all maintenance and repairs to all operational building equipment at the time of occupancy, including boilers, elevators, HVAC, fire panels, locks, security system and the public address system, and shall ensure that all building equipment is properly maintained and continues in an operable condition. WJH shall be responsible for all routine preventative maintenance and repairs on all such operational equipment, including the HVAC systems, provided, that any such routine preventative maintenance and repairs shall be performed in accordance with manufacturer recommended schedules and be performed by an authorized maintenance/repair contractor. WJH shall be responsible for ensuring that all necessary certification is maintained on any and all such equipment and machinery, including certification required by the Louisiana State Fire Marshal.

(f) WJH will not permit any mechanics' lien, security interest or other lien to remain against the Property for labor or materials furnished in connection with any repairs, renewals or replacements or other work performed by WJH; provided that WJH may in good faith contest any mechanics' or other liens filed or recorded against the Property and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 7.3 **Security and Other Services.** WJH shall provide or cause to be provided all security service, custodial service, janitorial service, medical waste disposal, trash disposal, pest control services and all other services necessary for the proper upkeep and maintenance of the Leased Premises as required herein. WJH acknowledges that District has made no representation or warranty with respect to systems and/or procedures for the security of the Leased Premises, any persons occupying, using or entering the Leased Premises, or any equipment, finishing, or contents of the Leased Premises. It is the sole responsibility of WJH to provide for the security of persons on or entering the Leased Premises and/or property located at the Leased Premises, in accordance with reasonable and prudent business practices utilized for similar facilities.

## **ARTICLE VIII. UTILITIES**

WJH shall arrange and pay for the furnishing of all utilities which are used or consumed in or upon or in connection with the Leased Premises during the Term, including water, gas, electricity, medical gases, sewerage, garbage, or trash removal, light, heat, cable, internet and telephone, power, and other utilities necessary for the operation of the Leased Premises (“**Utility Service**”), and all Utility Service shall be obtained in or transferred to WJH's name at the sole cost of WJH. Such payments shall be made by WJH directly to the respective utility companies furnishing such Utility Services under such contract or contracts therefor as WJH may make. District shall have no responsibility to WJH for the quality or availability of Utility Service to the Leased Premises, or for the cost to procure Utility Service. District shall not be in default under this Lease or be liable to WJH or any other person for any direct, indirect or consequential damage, or otherwise, for any failure in supply of any Utility Service, heat, air conditioning, elevator service, cleaning service, lighting or security, or for surges or interruptions of electricity. All telephone lines shall be installed and maintained at the expense of WJH, WJH shall be responsible for providing adequate entrance cable and facilities into the Leased Premises to accommodate the telephone, computer and other electronic needs of the Leased Premises, and WJH shall provide terminal and equipment space where buildings and fire codes require, and conduits of sufficient size to meet adequate telecommunication installation requirements.

## **ARTICLE IX. INSURANCE**

Section 9.1 **WJH Responsibility for Insurance Coverage.** WJH shall secure and maintain or cause to be secured and maintained at its sole cost and expense, the following insurance (or, in each case, commercially reasonable programs of self-insurance coupled with commercially reasonable excess insurance):

(a) A policy of comprehensive public liability insurance with respect to the Leased Premises, and any additional Improvements to be constructed thereon by WJH, and the operations related thereto, whether conducted in, on or off the Leased Premises or any additional Improvements to be constructed thereon by WJH against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, motor vehicle liability for all owned and non-owned vehicles, including rented or leased vehicles.

(b) A policy insuring against demolition, pile or any precarious work.

(c) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed on the Leased Premises, in an amount not less than \$5,000,000 with deductible provisions not exceeding \$100,000 per accident.

(d) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State of Louisiana, or any act hereafter enacted as an amendment thereto or in lieu thereof, such worker's compensation insurance to cover all persons employed by WJH in connection with the Leased Premises and to cover full liability for compensation under any such act aforesaid.

(e) Pursuant to the provisions of La. R.S. 40:1299.39 or 40:1299.41, et seq., medical malpractice liability insurance insuring claims arising out of malpractice or negligence of the Hospital in an amount not less than \$1,000,000 or \$100,000, as the case may be; provided, however, the coverage will be increased to limits reasonably acceptable to District and WJH if Louisiana law limiting the amount of such claims is repealed or amended to raise the limits on such claims.

(f) Property coverage insurance insuring the Leased Premises in an amount which is customary in the case of similarly situated hospital and medical office properties, including sprinkler leakage legal liability and water damage legal liability.

## Section 9.2 **Additional Requirements.**

(a) WJH shall obtain commercial insurance coverage or maintain programs of self-insurance in order to comply with the insurance required to be maintained by WJH under this Article IX. All insurance policies required of WJH in this Article IX and all renewals of such insurance shall be issued by companies authorized to transact business in the State, and rated at least A- Class VIII by Best's Insurance Reports (property liability) or as approved by District. All insurance policies provided by WJH shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to District; and shall, to the extent obtainable, provide that no act or omission of WJH which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. WJH may satisfy its obligation under this Section 9.2 by appropriate endorsements of its blanket or excess insurance policies.

(b) All liability policies of insurance WJH maintains according to this Lease (other than any policy of worker's compensation insurance) will name District as an additional insured. Original or copies of original policies (together with copies of the endorsements naming District as an additional insured) and evidence of the payment of all premiums of such policies will be delivered to District upon occupancy of the Leased Premises and from time to time at least thirty (30) days prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by WJH shall be written as primary policies, not contributing with and not in excess of coverage that District may carry, if any.

(c) Any program of self-insurance by WJH shall be a commercially reasonable program of self-insurance coupled with a reasonably acceptable excess insurance coverage complying with this Article IX.

(d) Anything in this Lease to the contrary notwithstanding, District and WJH each hereby waive any and all rights of recovery, claims, actions and causes of action against the other, its directors, agents, officers, and employees for any injury, death, loss or damage that may occur to persons or the Leased Premises or to any part thereof or to any personal property of such Party therein by reason of fire, the elements, or any cause which is insured against under the terms of the policy of casualty insurance that District or WJH may provide hereunder, to the extent and only to the extent of any proceeds actually received by District or WJH respectively, and only to the extent the insurer of District and WJH consents to the provisions of this Section 9.2(d). Each Party agrees to use commercially reasonable efforts to obtain such consent and shall notify the other Party whether or not such consent is obtained.

## **ARTICLE X. CASUALTY**

Section 10.1 **Casualty and Other Damage**. In the event of any damage or destruction to the Leased Premises (or Property and Equipment) by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion, terrorist attack or otherwise (collectively “**Casualty**”), neither Rent nor any other payment obligation shall be abated, and except as provided in Section 10.3 below, this Lease shall continue in full force and effect.

Section 10.2 **Restoration Obligations**. Except as provided in Section 10.3 below, if all or any portion of the Leased Premises is damaged or destroyed by a Casualty during the Term, WJH shall, as expeditiously as possible, using commercially reasonable efforts, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof, at WJH’s sole cost and expense. Any restoration shall be performed in accordance with the terms and conditions of Article VI hereof. WJH may opt to demolish any damaged or destroyed buildings and construct new replacement buildings or other Improvements under the procedures described herein. Any restoration performed by WJH shall restore the Leased Premises in a manner sufficient to allow WJH to comply with its obligations to operate the Hospital in accordance with the Required Use. Notwithstanding anything herein to the contrary, (a) WJH shall not be obligated to restore the Hospital in the event of a Casualty if WJH builds or has built

a Qualifying Hospital, and (b) in all cases the obligations of Sections 7.1(a) and 7.2(a) shall be complied with.

Section 10.3 **Early Termination Right Due to a Casualty/Limitation on Repair Obligation.**

(a) WJH shall have the right to terminate this Lease in its entirety after a Casualty, effective as of the date of such casualty, if such Casualty renders un-tenantable all or a substantial portion of the Hospital or any other material portion of the Leased Premises. WJH shall notify District within ninety (90) days after the date of such casualty whether or not it has elected to restore or terminate this Lease, and failure to provide such notice shall be deemed an election not to terminate this Lease. If WJH terminates this Lease, all property insurance proceeds resulting from such Casualty shall be paid to District, and District shall retain all Rent paid by WJH, without any obligation to refund or reimburse WJH for any unearned Rent.

(b) WJH shall have the right to terminate this Lease with respect to any portion of the Leased Premises that is subject to a Casualty, after such Casualty, if the following conditions are satisfied, (i) WJH continues to operate the Hospital or a Qualifying Hospital within the District in accordance with the Required Use, (ii) WJH provides to District all property insurance proceeds attributable to such Casualty and, if such insurance proceeds are insufficient to stabilize the portion of the Leased Premises impacted by the Casualty, such additional funds as are reasonably required to so stabilize, and (iii) such right is exercised by a written notice provided to District within ninety (90) days of such Casualty, setting forth the termination date. In such case this Lease shall terminate with respect to the portion of the Leased Premises affected by the Casualty, on the date set forth in such notice (and failure to provide such notice shall be deemed an election not to partially terminate this Lease), and WJH shall not have any restoration or repair obligations with respect to the portion of the Leased Premises affected by the Casualty and there shall be no abatement or return of Rent. To the extent that the funds delivered are in excess of the amounts needed for the District to duly restore, raise and/or replace, then such excess shall be returned to WJH.

Section 10.4 **Application of Insurance Proceeds.** Except as provided in Section 10.3 above, all insurance proceeds payable on account of any damage or destruction of all or any portion of the Leased Premises, shall be delivered to WJH for the repair, restoration and replacement of the Leased Premises and WJH shall be entitled to retain any excess proceeds, if any. Any additional funds needed by WJH to accomplish repairs, restoration and replacement shall be paid and provided by WJH.

**ARTICLE XI.  
HAZARDOUS MATERIALS**

Section 11.1 **Compliance With Environmental Laws.** WJH shall and shall cause its officers, directors, employees, agents, affiliates, invitees, contractors, subcontractors, and sub-lessees (“**WJH Parties**”) to (a) comply in all material respects with applicable Environmental Laws (but if the failure to comply in all respects would have an adverse impact on the health or safety of any person, then, WJH shall comply in all respects necessary to avoid such negative impact), and (b) obtain, maintain, and comply with all necessary permits required under any

Environmental Laws, in each case (a) and (b), relating to the use or occupancy of the Leased Premises. As used herein: “**Environmental Laws**” means all applicable Laws relating to the generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, Remediation or disposal of Hazardous Materials, or the protection of human health, natural resources, or the environment; “**Hazardous Materials**” means any wastes, substances, radiation, or materials that are defined, listed, regulated or which form the basis for liability under Environmental Laws; “**Release**” means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment; and “**Remediation**” means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, abatement, monitoring, sampling and analysis, installation, reclamation, or closure or post-closure action in connection with the suspected, threatened or actual Release of Hazardous Materials.

Section 11.2 **Hazardous Materials**. WJH shall not and shall ensure that WJH Parties do not, allow, cause or permit any Hazardous Materials to be generated, maintained, processed, produced, manufactured, used, treated, Released, transported or stored in, on, about or from the Leased Premises during the Term, other than reasonable quantities of Hazardous Materials customarily generated, maintained, processed, produced, manufactured, used, treated, Released, transported or stored in connection with hospital, medical office or medical clinic operations, or any other Permitted Use, and, in any case, in material compliance with all Environmental Laws (unless failure to comply in all respects would have an adverse impact on the health or safety of any person, then, WJH shall comply in all respects necessary to avoid such negative impact).

Section 11.3 **Notice of Hazardous Materials Events**. WJH shall promptly notify District in writing if WJH obtains knowledge that any Hazardous Material has been or is threatened to be Released, transported, or stored on, in, under, or from the Leased Premises during the Term, which (a) does not comply with Law, (b) is required to be reported to any governmental authority, other than lawful Releases reported to a governmental authority in the ordinary course of business (such as wastewater discharges in accordance with the terms of a valid permit), or (c) would reasonably be expected to result in any liability to District or material liability to WJH. WJH shall promptly notify District and provide to District copies of all complaints, claims, citations, demands, inquiries, reports, notices or other material documents or information obtained by WJH relating to any actual, suspected or threatened material liability of WJH or WJH Parties under Environmental Law or with respect to Hazardous Materials or the failure of WJH or WJH Parties to comply with Environmental Laws or the terms of Article XI of this Lease with respect to the Leased Premises during the Term.

Section 11.4 **Environmental Inspections**. In addition to any right to inspection under Section 16.1, if District suspects that any Release, violation of Environmental Law, or violation of the terms of Article XI of this Lease has occurred or is threatened, District shall have the right, but not the obligation, at reasonable times to conduct, or to have conducted by its agents or contractors, such environmental inspections and tests of the Leased Premises as District shall reasonably deem necessary or advisable to investigate such Releases or violations, and WJH hereby grants to District and its agents and contractors the right to enter the Leased Premises to perform the same. District shall provide WJH with no less than twenty-four (24) hours prior notice of any such inspection or test. The reasonable cost of any inspection or test conducted

under this Section 11.4 shall be paid by WJH if the inspection or test identifies a material violation of Environmental Law or the terms of Article XI of this Lease by WJH or WJH Parties or identifies a material Release that is WJH's responsibility under the CEA or the terms of this Lease.

Section 11.5 **Violations of Environmental Laws; Releases.** In the event WJH or any WJH Parties violate or are found to be in violation of any Environmental Law with respect to the Leased Premises or their activities conducted thereon, WJH shall promptly correct or cause to be corrected such violation. In the event of any Release caused by WJH or WJH Parties, WJH shall promptly undertake or cause to be undertaken and diligently pursue to completion all Remediation with respect to the Release as is necessary to comply with Environmental Laws and to meet applicable cleanup standards or levels given the current use of the applicable portion of the Property.

Section 11.6 **Existing Hazardous Materials.** Notwithstanding the foregoing provisions of Section 11.5, WJH shall have no obligation to perform any Remediation of, and may return the Leased Premises to District upon termination of this Lease without Remediation of, any Hazardous Materials to the extent they are contained in, on or under the Leased Premises as of the date of this Lease, unless and to the extent any Release or presence of Hazardous Materials is caused by, exacerbated by, contributed to by, or arises from or relates to the actions or negligence of WJH or any WJH Party. For the avoidance of doubt, WJH shall be obligated to perform Remediation related to the disturbance or Release of Hazardous Materials, including asbestos or asbestos-containing materials, during maintenance, renovation or other activities performed by or on behalf of WJH or any WJH Party.

## **ARTICLE XII. TAXES, FEES AND LICENSES**

Section 12.1 **Payment of Taxes.** WJH shall collect and/or pay to the appropriate collecting authorities all federal, state and local taxes and fees, which are levied on the Leased Premises and the Property and Equipment or the business conducted by WJH in the Leased Premises, excluding any income tax based upon the net income or gross receipts of District attributable to the Property payable by District. WJH shall have the right, but not the obligation, to protest the amount or payment of any real or personal property taxes or assessments levied against the Leased Premises; provided that in the event of any protest by WJH, District shall not incur any expense or liability, or risk forfeiture because of any such protest.

Section 12.2 **Licenses.** WJH shall be solely responsible for maintaining in effect any and all federal, state and local licenses and permits reasonably required for WJH's operation of the Hospital and the Leased Premises, pursuant to the terms of this Lease, including those required to maintain the Licensing and Accreditation Standard. WJH shall maintain such books, records and other material relating to the Leased Premises, including patient records and records of patient funds, in the manner required by Law. All inspection fees, costs and charges associated with maintaining such licenses and permits or any change in such licenses and permits shall be borne solely by WJH. WJH shall be solely responsible for and shall bear all costs and expenses incurred in connection with any Requirements of regulatory inspections or surveys

conducted after the Commencement Date and during the Term and implementing any plans of correction relating to such surveys or inspections.

**ARTICLE XIII.  
DEFAULT; TERMINATION; OTHER REMEDIES**

Section 13.1 **Default by WJH**. Each of the following shall be an Event of Default by WJH (herein “**WJH Event of Default**”) under the terms of this Lease:

(a) Failure by WJH to pay Advance Rent, any Renewal Term Rent, or any other payment due to District on the date on which payment is due under this Lease, if such failure is not cured within ten (10) days after such payment is due.

(b) Failure by WJH to continually operate the Hospital or any other Qualifying Hospital for the Required Use.

(c) WJH’s use of the Leased Premises for any use that is not one of the Permitted Uses.

(d) Any material representation or warranty made by WJH in this Lease shall be false or misleading on the date it was made.

(e) Failure to obtain and maintain all insurance as required under this Lease and/or to furnish evidence thereof and/or evidence of payment thereof to District.

(f) Failure to obtain and maintain any material permits, licenses, or certification required by any federal or state agency or this Lease if such failure would have a Material Adverse Effect (as defined in the CEA) on the operation of the Hospital.

(g) Failure to maintain the Property in accordance with this Lease.

(h) The entry of a court order for relief in any involuntary case commenced against WJH, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, which is not vacated within one hundred twenty (120) days, or the entry of a decree or order by a court having jurisdiction appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for WJH or a substantial part of the properties of WJH, or an order winding up or liquidating the affairs of WJH, and the continuance of any such decree or order unstayed and in effect for one hundred twenty (120) consecutive days.

(i) Commencement by WJH of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted.

(j) Failure by WJH to comply with any other terms of this Lease.

(k) The occurrence of any assignment of this Lease in violation of the terms of this Lease, or the failure to have a Permitted Successor Operator undertake the obligations of this Lease and the CEA as set forth in Section 5.4(d) in the event of a foreclosure of a Leasehold Mortgage within ninety (90) days after such foreclosure.

Section 13.2 **Default by District.** Each of the following shall be an Event of Default by District (herein, “**District Event of Default**”) under the terms of this Lease:

(a) A breach by District of the warranty of peaceful possession set forth in Section 2.5 hereof; and

(b) Failure by District to comply with any other material terms of this Lease.

Section 13.3 **Process for Addressing Alleged Breaches, Including Potential Terminating Breaches.** Each of the WJH Events of Default set forth in Section 13.1(a), (b), (c), (h), (i) and (k), and the District Event of Default set forth in Section 13.2(a) is referred to herein as a “**Potential Terminating Breach.**” Subject to the procedures set forth in this Section 13.3 and Section 13.4 below, this Lease may be terminated prior to the expiration of the Term only for a Potential Terminating Breach. If there is an alleged breach of this Lease, including a Potential Terminating Breach, the Parties shall proceed as follows:

(a) Notice and Cure Period. A Party asserting any breach of this Lease, including a Potential Terminating Breach, shall provide the other Party written notice of such breach, which notice shall include a detailed description of the basis for such breach and the non-breaching Party’s requirements (consistent with the terms of this Lease) to remedy such asserted breach. The Party asserted to have breached this Lease shall be entitled to a ninety (90) day cure period (the “**Cure Period**”), or such other time period agreed to by the Parties, to cure the asserted breach; provided the Cure Period shall be extended to the extent that the Party asserted to have so breached shall have made reasonably diligent efforts to cure within the initial ninety (90) day period, and thereafter continues to diligently pursue such cure to completion.

(b) Consultative Process. If such alleged breach is not cured within the Cure Period (as may be extended), the Parties shall for a period of up to ten (10) Business Days (as defined in the CEA) engage in the Consultative Process (as defined in the CEA) to attempt to resolve the dispute.

(c) Executive Level Negotiations. If an alleged breach is not resolved in the Consultative Process pursuant to Section 13.3(b), the Chair of the District Board of Directors (acting within the authority granted by the District Board of Directors) and the CEOs of WJC and LCMC, or in each case his or her designee, shall discuss and negotiate in good faith for up to thirty (30) calendar days to attempt to resolve the issue.

(d) Self-Help for Failure to Obtain Appropriate Insurance or Other Payments to Third Parties. If WJH at any time shall fail to obtain and maintain all insurance as required under this Lease and/or to furnish evidence thereof and/or evidence of payment thereof to District or fail to make any payment that results in a lien on the fee estate of District in the Leased Premises which is not duly bonded over, then the District may, without waiving or releasing WJH from any obligations or default of WJH hereunder, make any such payment or obtain such insurance for the account and at the expense of WJH. All sums so paid by District and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) incurred in connection with the performance of any such act by

District, together with interest at the rate of the Agreed Rate (or if said interest rate is violative of any applicable statute or law, then the maximum interest rate allowable) from the date of the making of such payment or the incurring of such costs and expenses by District, shall be payable by WJH to District on demand.

(e) Termination Right. If the dispute regarding the asserted breach is not resolved pursuant to the procedures in Sections 13.3(b) and 13.3(c), and such breach is a Potential Terminating Breach, the non-breaching Party (subject to the provisions below regarding a breach by District of the warranty of peaceful possession set forth in Section 2.5) shall have the right to terminate this Lease by delivering written notice of such termination to the other Party specifying the effective date of such termination (the “**Termination Notice**”). Such termination right shall be in addition to any other remedies which the non-breaching Party may have at law or equity (subject to any limitations otherwise contained in this Lease or the CEA).

(f) Remedy for Breach of Peaceful Possession.

(i) In connection with a breach by District of the warranty of peaceful possession set forth in Section 2.5, the following shall apply:

(A) If the entire Leased Premises is subject to such breach, then WJH shall have the right to terminate the entire Lease, in which case WJH shall be entitled to recover the Reimbursement Amount from District.

(B) If any part of the Leased Premises is subject to such breach, and either (1) the remaining portion of the Leased Premises cannot reasonably be operated pursuant to the Required Use, or (2) the Revenue Factor (as defined below) exceeds twenty percent (20%), WJH shall have the option to terminate the entire Lease, in which case WJH shall be entitled to recover the Reimbursement Amount from District.

(ii) If any part of the Leased Premises is subject to such breach and renders un-tenantable all or a substantial portion of any building or other improvement constituting a part of the Leased Premises (but the remaining portion of the Leased Premises can be operated pursuant to the Required Use), then WJH shall only have the right to terminate this Lease with respect to the portion of the Leased Premises subject to such breach, in which case WJH shall be entitled to recover the Reimbursement Amount from District.

As used herein, (i) the “**Reimbursement Amount**” shall be an amount equal to the sum of (A) the unamortized capital expenditures made to the Leased Premises by WJH, computed on a GAAP basis, and (B) the unearned Advance Rent or Renewal Term Rent (calculated in accordance with the methodology set forth on Exhibit “D” hereto, and such sum, if not in connection with a termination of the entire Lease, will be adjusted by multiplying such sum by the Revenue Factor; (ii) the “**Revenue Factor**” shall be a fraction with the numerator being the Average Revenue derived from that portion of the Leased Premises for which Lease was terminated and the denominator being the Average Revenue derived from all of the Leased Premises (including, that portion of the Leased Premises for which this Lease was terminated); (iii) the “**Average Revenue**” shall mean the average revenue directly or indirectly derived from

the operation of the Leased Premises for the three (3) year period (or such shorter period if such calculation occurs prior to the three (3) year anniversary of the Commencement Date) preceding the date of such partial termination of this Lease; and (iv) GAAP means Generally Accepted Accounting Principles consistently applied and on a basis consistent with prior years, including the consistent use of assumptions, practices, procedures and terminology without making or causing to be made, except as may be required by changes in GAAP, or as may be required by a party's accountants, any material changes in accounting methods or practices, including, as applicable, methods or practices (A) establishing reserves on any patient and note receivables; (B) establishing reserves for all third-party settlements; and (C) determining the value of any other accounts which are subjectively determined. WJH shall provide all evidence and documentation to support the calculation of the Reimbursement Amount at its sole cost and expense. In all cases the Reimbursement Amount shall be reduced by the amount, if any, obtained pursuant to any title insurance; provided that WJH shall not be obligated to seek such proceeds before making a claim for the Reimbursement Amount. To the extent that District requests, WJH shall cooperate with District in making and prosecuting such claim against under any applicable title insurance policy, and the net proceeds, after deducting all costs incurred by WJH in prosecuting such title claims, including reasonable attorneys' fees and court costs, shall be used to offset District's obligation to pay the Reimbursement Amount and/or reimburse the District for same, if previously paid.

(g) Late Fees and Interest. WJH acknowledges that the late payment of any amounts due under this Lease will cause District to lose the use of such money and incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, (a) if any amount due under this Lease (other than Rent) is not paid within three (3) Business Days after the due date for such payment, then WJH shall thereafter pay to District on demand, a late charge equal to five percent (5%) of the amount of such delinquent amount due under this Lease and not paid on the due date; and (b) if any amount due under this Lease is not paid within ten (10) calendar days after the due date for such payment, such unpaid amount shall accrue interest from the due date for such payment at the Prime Rate plus two percent (2%) per annum (the "**Agreed Rate**") (or the maximum rate permitted by law if less than the Agreed Rate). As used herein, "**Prime Rate**" shall mean the prime rate of interest charged by Bank of America, N.A. from time to time. District and WJH agree that this late charge and the accrual of interest at the Agreed Rate represent a reasonable estimate of such costs and expenses and is fair compensation to District for the loss suffered from any such nonpayment and/or delinquent payment by WJH.

Section 13.4 Remedies. The remedies of the Parties under this Lease (including, without limitation, any breach of this Lease) shall be (i) money damages for the damages a Party may incur due to a breach of the express obligations under this Lease, (ii) specific performance, including injunctive relief, to enforce all obligations of WJH under this Lease, (iii) a Party's right to terminate this Lease, if applicable and elected, pursuant to Section 13.3 in connection with a Potential Terminating Breach hereof, and (iv) all other rights at law and equity, provided, however, the right to terminate this Lease shall only be available with respect to a Potential Terminating Breach pursuant to Section 13.3. Notwithstanding anything herein to the contrary, District shall have all rights at law and equity if WJH fails to vacate and deliver possession when this Lease has terminated, subject to WJH's rights and obligations set forth herein or in the CEA

with respect to the Leased Premises after the termination of this Lease. In addition, to the extent that WJH fails to vacate the Leased Premises when it is so obligated to do so, it shall pay hold-over payments in the amount of one hundred fifty percent (150%) of the annualized Rent of the last year of the Term on a per-diem basis.

Section 13.5 **Termination of CEA**. In addition to the respective rights of the Parties to terminate this Lease as provided in Section 13.3, this Lease shall terminate in the event of a termination of the CEA in accordance with Section 11.2 of the CEA.

Section 13.6 **Force Majeure**. Neither District nor WJH shall be deemed to be in default or otherwise responsible for delays or failures in performance resulting from an event of Force Majeure; provided, however, for purposes of Section 13.2(a), a breach of the warranty of peaceful possession shall not be subject to Force Majeure. For purposes of this Lease, the term “**Force Majeure**” shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, terror, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers or communications facilities, and any other causes beyond the reasonable control of the Party whose performance is affected. The Parties shall use all reasonable efforts to minimize the consequences of Force Majeure.

#### **ARTICLE XIV. WIND DOWN PERIOD UPON TERMINATION**

Section 14.1 **Termination Procedures**. Any termination of this Lease shall be subject to a period of time determined by the non-breaching Party, or as mutually agreed between the Parties in the event this Lease is terminated in connection with a termination of the CEA resulting from an Agreed Termination (as defined in the CEA) or if this Lease is duly terminated pursuant to the terms hereof, not to exceed six (6) months (the “**Termination Wind Down Period**”), during which the Parties will collaborate to transition Hospital operations to the District in good faith and in an orderly fashion to assure the Public Purpose (as defined in the CEA) continues to be satisfied at all times. The Termination Wind Down Period shall begin two (2) days after the terminating Party delivers a termination notice to the other Party, or, in the event that a termination notice is subject to dispute, two days following the full and final resolution of such dispute (the “**Wind Down Commencement Date**”). The Parties will establish a Transition Committee (as defined in the CEA), and shall continue to comply with the terms and conditions of this Lease during the Termination Wind Down Period. During the Termination Wind Down Period, WJH shall, effective on the date of termination, surrender or convey, as applicable, to the District the Leased Premises and the Property and Equipment.

Section 14.2 **Provisions on Termination of Term**. During the Termination Wind Down Period, WJH shall take the actions required by Section 11.5(a) of the CEA.

#### **ARTICLE XV. NOTICES**

Any and all notices required or appropriate under this Lease shall be in writing and shall be sent by (a) personal delivery; (b) recognized overnight delivery service with proof of delivery;

or (c) registered or certified United States mail, postage prepaid, receipt requested, to the following addresses:

District:

Jefferson Parish Attorney  
200 Derbigny Street  
Gretna, LA 70053-5850

WJH:

Louisiana Children's Medical Center  
200 Henry Clay Avenue  
New Orleans, Louisiana 70118  
Attn: Greg Feirn  
Ricardo Guevara

With a copy to:

Hogan Lovells US LLP  
555 13<sup>th</sup> Street, NW  
Washington, DC 20004  
Attn: Clifford D. Stromberg

With a copy to:

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

With a copy to:

Foley & Lardner LLP  
111 Huntington Avenue, Suite 2500  
Boston, MA 02199-7610  
Attn.: Mark Waxman

Any such notice or communication shall be deemed to have been given either at the time of personal delivery, subject to verification of service or acknowledgement of receipt, one (1) Business Day after deposit with a nationally recognized overnight delivery service, or three (3) days after mailing via United States Certified Mail, return receipt requested.

Each Party shall immediately inform the other Party, in writing and in accordance with this Article XV, of any changes in personnel or address for the purpose of sending required notices.

## **ARTICLE XVI. MISCELLANEOUS**

Section 16.1 **District's Right to Enter Property.** District shall have the right to enter the Leased Premises at any reasonable time to inspect the Leased Premises, as long as District's inspection does not unreasonably interfere with the operation of WJH business or violate any privacy or confidentiality obligations owed by WJH to its patients or other persons; provided, however, that such access does not include the right to conduct subsurface or invasive environmental investigations without the prior written consent of WJH, which consent shall not be unreasonably withheld, conditioned or delayed. District shall provide WJH with reasonable advance notice of its intent to inspect the Leased Premises, unless notice is impossible or impractical. WJH shall have the right to have a representative accompany District during such entry and inspection.

Section 16.2 **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the Parties. It is understood and agreed that no provision contained herein nor any actions of the Parties hereto creates a relationship other than the relationship between District and WJH as lessor and lessee and as described in the CEA. In no event shall the officers, directors, employees or agents of District or its affiliates be liable personally for any of the obligations of WJH hereunder, and in no event shall the officers, directors, employees or agents of WJH or its affiliates be liable for any of the obligations of District hereunder.

Section 16.3 **Waiver.** The Parties agree that a Party's failure to insist on strict performance of any term or condition of this Lease 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. No waiver or breach shall affect or alter this Lease but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by a Party shall be implied from any omission by such Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 16.4 **Severability and Reformation.** If any term, provision, covenant or condition of this Lease is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable Law or regulation, the remaining portions or provisions shall continue in full force and effect, unless the effect of such severance would be to substantially alter this Lease or the obligations of the Parties, in which case this Lease may be immediately terminated.

Section 16.5 **Recordation of Lease.** WJH may, at its election, record a copy of and/or an extract of this Lease in the Office of the Parish Recorder of the Parish of Jefferson. The Extract of Lease agreement shall be in a form approved by District, which approval shall not be unreasonably withheld, conditioned or delayed. WJH shall provide District with a certified copy of the recorded Extract of Lease. Recordation of the Extract of Lease shall be at WJH expense.

Section 16.6 **Successors and Assigns.** This Lease shall be binding on and inure to the benefit of the Parties to this Lease and their respective successors and assigns, provided any such assignment was made in a manner consistent with the terms of this Lease.

Section 16.7 **Counterparts.** This Lease 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.

Section 16.8 **Entire Agreement.** This Lease, which includes the Recitals and the Exhibits attached hereto, all of which are incorporated herein and made a part hereof, and the

CEA constitute the entire agreement of the Parties with respect to the subject matter hereof, and all terms and conditions agreed upon between the Parties with respect to the subject matter hereof are contained herein and in the CEA. No verbal commitments, except those reduced to writing in this Lease, have any binding effect. Any amendments to this Lease must be reduced to writing and signed by all Parties.

Section 16.9 **Choice of Law; Jurisdiction; Service of Process**. This Lease shall be construed under and in accordance with the Laws of the State of Louisiana. Any proceeding brought by any of the Parties to enforce its rights under or arising out of or relating to this Lease may only be brought in the 24th Judicial District Court for the Parish of Jefferson, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Louisiana, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to these venues or to convenience of these forums, agrees that all claims in respect of such proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to any such claims in any other court. The Parties agree that any of them may file a copy of this Section 16.9 with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to these venues or to convenience of these forums. Process in any proceeding referred to in the second sentence of this Section 16.9 may be served on any party anywhere in the world.

Section 16.10 **Authorized Representatives of the Parties**. In any instance in which the approval or consent of a Party is required, it shall be given on behalf of District by the Chair of the Governing Authority of the District or his or her successor or designee and on behalf of WJH by WJH's President and Chief Executive Officer. Except as otherwise specifically set forth in this Lease, any required consent from any Party hereto shall not be unreasonably conditioned, delayed or withheld.

Section 16.11 **Waiver of Lessor's Lien and Privilege**. In the event WJH requests that District waive or subordinate its lessor's lien and privilege under Louisiana law, District shall not unreasonably withhold, condition or delay its consent to such request, provided that WJH pay the reasonable costs and expense of reviewing such waiver. Any failure of District to respond within thirty (30) days of receipt of such a written request shall be deemed consent. This waiver is subject to the requirements to deliver the applicable property and equipment lien free to District upon termination of this Lease to the extent required by the CEA.

Section 16.12 **Survival**. The provisions of Section 2.4 (Condition of the Leased Premises), Sections 6.2(a) and 6.2(b) (Improvements), Article VII (Operations and Maintenance, etc.), Article X (Casualty), Article XI (Environmental), and Article XIV (Wind Down and Termination), and all provisions necessary for the interpretation of those provisions, together with any other provisions which, expressly or by their context, are intended to operate after termination or expiration of this Lease, shall in each case survive termination of this Lease and shall continue until the obligations of District and WJH thereunder, as the case may be, are fully performed.

Section 16.13 **Estoppel Certificate**. Each of WJH and District shall at any time and from time to time, upon not less than fifteen (15) days' prior written request by any Party hereto,

execute, acknowledge and deliver to such other Party, its respective mortgagee, purchaser, or any other third party designated by such party, to the extent factually accurate, a statement in writing in the form of Exhibit "E" attached hereto and made a part hereof. Each of WJH and District further agrees to certify to any prospective purchaser or mortgagee any other reasonable information specifically requested by such prospective purchaser or mortgagee.

Section 16.14 **"Including Application"**. Words preceding "include," "includes," "including" and "included" shall be construed without limitation by the words which follow those words.

Section 16.15 **District Trade Names**. WJH acknowledges that District has previously acquired one (1) or more portions of the Leased Premises in each of the names listed on Exhibit "F" attached hereto and incorporated herein (the "**District Trade Names**"). District represents and warrants that it is the full ownership interest owner of all portions of the Leased Premises acquired in the name of any District Trade Name. All portions of the Leased Premises acquired in the name of any District Trade Name are included in the Leased Premises.

[The Remainder of this Page is Intentionally Left Blank;  
Signatures are on the Following Page.]

**IN WITNESS WHEREOF**, the Parties hereto have signed their names on the dates indicated, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015, in the presence of the undersigned competent witnesses:

WITNESSES:

JEFFERSON PARISH HOSPITAL DISTRICT  
NO. 1, a public constitutional corporation of the State  
of Louisiana

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

WITNESSES:

WEST JEFFERSON HOLDINGS, LLC, a Louisiana  
limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_

# EXHIBIT A

## EXHIBIT "A"

### LEASED PREMISES

<b>Full Legal Description</b>	<b>Building Name or Description</b>	<b>Street Address or Short Hand Legal Description</b>	<b>Site Plan</b>
See Exhibit "A-1"	1. Main Hospital (WJMC)	1101 Medical Center Blvd., Marrero, LA 70072	See Exhibit "B-1"
	2. Physician Office Bldg. # South	1111 Medical Center Blvd., Marrero, LA 70072	
	3. Physician Office Bldg. # North	1111 Medical Center Blvd., Marrero, LA 70072	
	4. Marrero Fitness Center	1121 Medical Center Blvd., Marrero, LA 70072	
	5. South Parking Garage	1111 Medical Center Blvd., Marrero, LA 70072	
	6. North Parking Garage	1101 Medical Center Blvd., Marrero, LA 70072	
	7. ICU/CCU/IT Department	1101 Medical Center Blvd., Marrero, LA 70072	
	8. Supporting Services Building	1101 Medical Center Blvd., Marrero, LA 70072	
See Exhibit "A-2"	9. Behavioral Medicine Center	4500 Wichers Dr., Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-3"	10. Wichers Office Building	4413 Wichers Dr., Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-4"	11. West Jefferson Industrial Medicine	4475 Westbank Expressway, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-5"	12. 229 Bellemeade Boulevard H-1 (Medical Building and Parking Lot)	229 Bellemeade Blvd., Gretna, LA 70056	See Exhibit "B-2"
See Exhibit "A-6"	13. 229 Bellemeade Boulevard H-2 (Vacant Lot)	229 Bellemeade Blvd., Gretna, LA 70056	See Exhibit "B-2"
See Exhibit "A-7"	14. Emergency Medical Services	1225 Avenue C, Marrero, LA 70072	See Exhibit "B-1"
	15. EMS Workshop	1225 Avenue C, Marrero, LA 70072	
See Exhibit "A-8"	16. Manhattan Clinic - Family Doctors AKA WJMC-Family Doctors Clinic	2845 Manhattan Blvd., Harvey, LA 70058	See Exhibit "B-3"

<b>Full Legal Description</b>	<b>Building Name or Description</b>	<b>Street Address or Short Hand Legal Description</b>	<b>Site Plan</b>
See Exhibit "A-9"	17. Physicians Center Lapalco	7017 Lapalco Blvd., Marrero, LA 70072	See Exhibit "B-4"
See Exhibit "A-10"	18. Lapalco Clinic - Family Doctors AKA "WJMC-Family Doctors Clinic"	3909 Lapalco Blvd., Harvey, LA 70058	See Exhibit "B-5"
See Exhibit "A-11"	19. Oakwood Fitness Ctr. & Family Doctors AKA "WJMC-Family Doctors Clinic Rehab"	175 Hector Ave., Gretna (AKA Terrytown), LA 70056	See Exhibit "B-6"
See Exhibit "A-12"	20. Infusion Therapy 21. West Jeff Med. Plaza #1 - South 22. West Jeff Med. Plaza #2 - East 23. LSU Healthcare Network 24. EMS Education Center	4511 Westbank Expressway, Marrero, LA 70072 4513-21 Westbank Expressway, Marrero, LA 70072 4523-35 Westbank Expressway, Marrero, LA 70072 4500 Tenth Street, Marrero, LA 70072 920 Avenue C, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-13"	25. Jefferson Orthopedic	920 Avenue B, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-14"	26. Care House	1224 Avenue C, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-15"	27. Lido's at 1019 Ave C (former restaurant)	1019 Avenue C, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-16"	28. Westside Orthopedic Clinic / 1301 Barataria	1301 Barataria Blvd., Marrero, LA 70072	See Exhibit "B-7"
See Exhibit "A-17"	29. Vacant Lot of Concrete	1023 Avenue C, Marrero, LA 70072	See Exhibit "B-1"
See Exhibit "A-18"	30. Vacant Lot (commercial)	Lot H-301J Leo Kerner Pkwy, Marrero, LA 70072	See Exhibit "B-8"
See Exhibit "A-19"	31. Undeveloped Lot	Lot Y-3B-3 of Bell Plantation, Marrero, LA 70072	See Exhibit "B-9"

<b>Full Legal Description</b>	<b>Building Name or Description</b>	<b>Street Address or Short Hand Legal Description</b>	<b>Site Plan</b>
See Exhibit "A-20"	32. Vacant Lot	Lots 8, 9, 10, Square O, Wichers Subdivision, Wichers Dr., Marrero, LA 70072	See Exhibit "B-10"
See Exhibit "A-21"	33. Bent Trees Estates Walking Trail	Lot H-308-A1, Ames Farms Subdivision, LA	See Exhibit "B-11"
See Exhibit "A-22"	34. n/a	Portion of Tenth Street from Medical Center Boulevard to Avenue C, Gitzinger Subdivision Extension, Jefferson Parish, LA	See Exhibit "B-1"
See Exhibit "A-23"	35. Right of Ways	A portion of existing Avenue B right of way, a portion of 12 <sup>th</sup> street right of way, a portion of 11 <sup>th</sup> street right of way, and a portion of Avenue C right of way, Marrero Addition, LA	See Exhibit "B-1"
See Exhibit "A-24"	36. 2' strip buffer zone "for fence and landscape use only"	Lot 32-A, Square 14, Lot 21-A, Square 15, Lot 21-A, Square 16, and Lot 21-A, Square 17, Marrero Addition, LA	See Exhibit "B-1"

## **EXHIBIT "A-1"**

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located at MARRERO, Jefferson Parish, Louisiana, and being a part of a larger tract of land forming the site of MADONNA MANOR, said portion being designated as Plot "A" on a plan of survey by Alvin E. Hotard, Civil Engineer, dated May 20, 1957, a print of which survey is annexed hereto and made part hereof, and according to said survey, Plot "A" is described as follows:

Commencing at a point designated by the letter "A", which point marks the intersection of the northerly line of Plot "A" and the easterly bank of the drainage canal; thence N 84° 44' E a distance of 630.00' to point "B"; thence S 8° 53' E 1291.03' to point "C" which marks this line's intersection with Wichers Drive; thence along Wichers Drive in a westerly direction along a curve having a radius of 300' a distance of 105.76' to point "D"; thence along a reverse curve having a radius of 350', a distance of 101.30 feet to point "E"; thence S 84° 44' a distance of 517.00' to point "F"; which point marks the intersection of the northerly line of Wichers Drive and the easterly bank of the Drainage Canal; thence in a northerly direction along the meander of the canal bank a distance of 1265', more or less, to point "A" or point of beginning, and containing 19.60 acres.

Being a portion of the property acquired by The Roman Catholic Church of the Diocese of New Orleans from The Marrero Land & Improvement Association, Ltd., by act before Charles I. Denechaud, Notary Public, dated July 2, 1928, registered C. O. B. 95,

folio 345, Jefferson Parish, Louisiana.

**EXHIBIT "A-2"**

A CERTAIN PORTION OF GROUND, located in Square K, Wichers Subdivision, Jefferson Parish, Louisiana, being bounded by Wichers Drive, Avenue C, 13th Street, and Avenue D, designated as Lot 38A described as follows:

Begin at the intersection of the southerly right of way line of Wichers Drive and the westerly right of way line of Avenue C and go in a southerly direction along the westerly right of way line of Avenue C a distance of 183.71 feet; thence tum at a 90 degree angle and go in a westerly direction a distance of 120.00 feet; thence tum at a 90 degree angle and go in a northerly direction a distance of 183.71 feet to the southerly right of way line of Wichers Drive; thence turn at a 90 degree angle and go in an easterly direction along the southerly right of way line of Wichers Drive a distance of 120.00 feet to the POINT OF BEGINNING.

Being the same property acquired by Jefferson Parish Hospital Service No.1, Parish of Jefferson, State of Louisiana, d/b/a West Jefferson Medical Center from 4500 Wichers, LLC, dated June 9, 1999, filed June 9, 1999, COB 3009, Folio 64, Jefferson Parish, Louisiana.

### **EXHIBIT "A-3"**

That portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, which portion of ground is designated as Lot 45-A, in Square J of Wichers Subdivision; according to the plan of resubdivision of Lots 42, 43, 44, 45, 46, 47 and 48 into Lot 45-A, made by Gilbert, Kelly and Couturie, Inc., Surveying and Engineering, dated March 5, 1985, which resubdivision plan was approved by the Jefferson Parish Council by Ordinance No. 16441, Square J is bounded by Wichers Drive, Avenue B, 13th Street and Avenue C, and Lot 45-A is more particularly described as follows:

Commencing at the intersection of the south side of Wichers Drive with the east side of Avenue C, the point of beginning, thence along Wichers Drive in a southeasterly direction a distance of 41.39 feet; thence continue in a southeasterly direction along a curve to the right having a radius of three hundred feet a distance of 86.83 feet; thence continue in a northeasterly direction along a curve to the left having a radius of 350 feet a distance of 123.40 feet; thence along the Avenue B side of said lot in a southeasterly direction a distance of 157.59 feet; thence along the Thirteenth Street side of said lot, being the south boundary of the subdivision in a southwesterly direction a distance of 258.93 feet; thence along Avenue C in a northwesterly direction a distance of 183.71 feet to the corner of Wichers Drive and Avenue C, being the point of beginning. All in accordance with survey of Dufrene Surveying & Engineering, Inc. dated June 15, 1995, except that the sideline of said Lot 45-A on the Avenue B side measures 157.68 feet actual (157.59 feet title).

The property bears the municipal address 4413 Wichers Drive, Marrero, Louisiana.

Being the same property acquired by Hospital Service District No. of Jefferson Parish, d/b/a West Jefferson Medical Center from Charles Steiner by act before Harry C. Stumpf, Notary Public, dated July 25, 1995, registered in COB 2921, folio 113, Instrument No 9536032, Jefferson Parish, Louisiana.

## **EXHIBIT "A-4"**

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the VILLAGE OF MARRERO, IN THE PARISH OF JEFFERSON, LOUISIANA, and forming part of the MARRERO ADDITION, which said piece of ground is located in a Square bounded by Westbank Expressway, Avenue B, 10th Street and Avenue C in SQUARE NO 28. Said portion of ground consists of all of LOTS 10, 11, 29, 30, and 31 and part of LOTS 9, 28 and 32. Together said Lots form the corner of Westbank Expressway and Avenues B and C r and measures 80.34 feet on Avenue B, 240 feet on Westbank Expressway, 125.34 feet on Avenue C, a first depth of 120 feet on the 10th Street side, 45 feet in the direction of Westbank Expressway, and a second depth of 120 feet on the 10th Street side. All in accordance with a survey of Walker & Avery Inc., dated June 15, 1990 .

All as more fully shown on survey of BFM Corporation, L.L.C., dated 12/3/01. Improvements thereon bear the Municipal No. 4475 Westbank Expressway.

## EXHIBIT "A-5"

### Bellemeade Parcel H-1

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part thereof designated as Sections B and C on plan of Oakdale Subdivision, made by F. B. Grevemberg, C.E., Sheet No. 2, dated June 25, 1931, designated as Tracts 5 and 6, and which said property has been subdivided into that certain subdivision known as BELLE MEADE SUBDIVISION UNIT A, all as per plan thereof made by Adloe Orr, Jr. & Associates, C.E., dated May 10, 1965, revised July 28, 1965, approved by the Jefferson Parish Council under Emergency Ordinance No. 7244, recorded under Instrument No. 337976 in COB 621, folio 331, and ratifying Ordinance No. 7286, recorded under Instrument No. 337976, in COB 621, folio 332, and as per act of dedication before Bernhardt C. Heebe, Notary Public, dated September 30, 1965, registered in COB 623, folio 29, and according to a plan of resubdivision of Parcel H, Belle Meade Subdivision Unit A, into Parcels H-1, H-2 and H-3 made by J. J. Krebs & Sons, Inc., C.E., dated August 8, 1967, approved by the Jefferson Parish Council under Emergency Ordinance No. 8400, and recorded in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 401266, in COB 662, folio 368, and ratifying Ordinance No. 8423 recorded in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 403805, in COB 663, folio 954, said portion of ground is designated as PARCEL H-1 and described as follows, to-wit:

PARCEL H-1, is situated in the area bounded by Bellemeade Boulevard, Commerce Street, Wright Avenue and Belle Chasse Highway, forms the corner of Bellemeade Boulevard and Commerce Street and measures 462 feet front on Bellemeade Boulevard, a width across the rear of 328.94 feet, a depth and front on Commerce Street of 218.02 feet, and a depth on the opposite side line adjoining Parcel H-2 of 172.74 feet.

According to survey of Dufrene Surveying & Engineering, Inc. dated April 22, 1993, Parcel H-1 has the same designation and measurements set forth above except that the side line of Parcel H-1 separating it from Parcel H-2 measures 172.73 feet.

Being the same property acquired by Hospital Service District No. 1 of Jefferson Parish, d/b/a West Jefferson Medical Center, from Belle Meade Nursing Home, by act before Harry C. Stumpf, Notary Public, dated April 29, 1993, registered as Instrument No. 9321414, in COB 2869, folio 945, Jefferson Parish, Louisiana.

## EXHIBIT "A-6"

### Bellemeade Parcel H-2

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part thereof designated as Sections B and C on plan of Oakdale Subdivision, made by F. B. Grevemberg, C.E., Sheet No. 2, dated June 25, 1931, designated as Tracts 5 and 6, and which said property has been subdivided into that certain subdivision known as BELLE MEADE SUBDIVISION UNIT A, all as per plan thereof made by Adloe Orr, Jr. & Associates, C.E., dated May 10, 1965, revised July 28, 1965, approved by the Jefferson Parish Council under Emergency Ordinance No. 7244, recorded under Instrument No. 337975 in COB 621, folio 331, and ratifying Ordinance No. 7286, recorded under Instrument No. 337976, in COB 621, folio 332, and as per act of dedication before Bernhardt C. Heebe, Notary Public, dated September 30, 1965, registered in COB 623, folio 29, and according to a plan of resubdivision of Parcel H, Belle Meade Subdivision Unit A, into Parcels H-1, H-2 and H-3 made by J. J. Krebs & Sons, Inc., C.E., dated August 8, 1967, approved by the Jefferson Parish Council under Emergency Ordinance No. 8400, and recorded in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 401266, in COB 662, folio 368, and ratifying Ordinance No. 8423 recorded in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 403805, in COB 663, folio 954, said portion of ground is designated as PARCEL H-2 and described as follows, to-wit:

PARCEL H-2, is situated in the area bounded by Bellemeade Boulevard, Commerce Street, Wright Avenue and Belle Chasse Highway, and commences at a distance of 462 feet from the intersection of Commerce Street and Bellemeade Boulevard and measures thence 221.5 feet front on Bellemeade Boulevard, a width across the rear of 354.56 feet, a depth on the side line adjoining Parcel H-1 of 172.74 feet and a depth on the opposite side line nearer to Belle Chasse Highway of 114.02 feet.

According to survey of Dufrene Surveying & Engineering, Inc. dated April 22, 1993, Parcel H-2 has the same designation and measurements set forth above except that the side line of Parcel H-2 separating it from Parcel H-1 measures 172.73 feet.

Being part of the same property acquired by Hospital Service District No. 1 of Jefferson Parish, d/b/a West Jefferson Medical Center, from Coast Quality Construction Corporation, by act before Harry C. Stumpf, Notary Public, dated April 29, 1993, registered as Instrument No. 9321414, in COB 2869, folio 946, Jefferson Parish, Louisiana.

## **EXHIBIT "A-7"**

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in SQUARE J, HAUSER SUBDIVISION, bounded by Avenue C, Thirteenth Street, Avenue B, Marrero Addition, Wichers Drive, and Wichers Subdivision, designated as LOT 41-B on the survey by Wilton J. Dufrene, Land Surveyor, dated July 10, 1980, redated October 8, 1980, a copy of which is annexed to an act of purchase; and, according to said survey, said Lot 41-B commences at a distance of 93.13 feet from the corner of Avenue C and Thirteenth Street, and measures thence 90.58 feet front on Avenue C, the same width in the rear, by a depth of 120 feet, between equal and parallel lines.

The improvements thereon bear the Municipal Nos. 1225 and 1229 AVENUE C.

## **EXHIBIT "A-8"**

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, designated as LOT NO. 10, MANHATTAN COURT SUBDIVISION, Jefferson Parish, Louisiana, as shown on a plan of resubdivision by J. J. Krebs & Sons, Inc., dated May 21, 1984, approved by the Jefferson Parish Council on July 11, 1984, by Ordinance Number 16094 registered in COB 1080, folio 386, Entry No. 84-35841, filed in Map Book 121, Plan 22, which Lot 10 comprises a portion of former Lot J-1-A, Section C, Oakdale Subdivision, and according to a plan made by Wilton J. Dufrene, Land Surveyor, dated October 6, 1987, said Lot 10 forms the corner of Manhattan Boulevard and Bayou Fatma Drive, and has a combined front measurement along the south side of Bayou Fatma Drive of 258.11 feet, a combined width in the rear of 270.99 feet, and a depth between parallel lines of 402.33 feet along the boundary line of said Lot 10 and Lot 9, and a depth along the opposite sideline fronting on Manhattan Boulevard of 297.00 feet.

Being a portion of the same property acquired by Expo Land Company from Jacqueline Todaro, wife of and Carlos J. Marcello by act before Henry G. Sullivan, Jr., Notary Public, dated June 28, 1984, registered in COB 1078, folio 693, Jefferson Parish, Louisiana.

## **EXHIBIT "A-9"**

THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in an area known as AMES FARMS, being a part of the remaining portion of Farm Lot J-19 and according to a plan of resubdivision by Harris & Varisco, Consulting Engineers and Land Surveyors, dated August 24, 1981, revised October 19, 1981, designated as PARCEL J-19-1, fronting the south right of way line of Lapalco Blvd. with the western property line boundary located 80.00 feet east at right angles to the projected centerline of the old Westwood Drive and thereby establishing the west property line of the aforementioned Parcel J-19-1 on the east right of way line of the proposed extension of Westwood Drive. Said Parcel J-19-1 is located and measures as follows: Commencing at the intersection of south right-of-way line of Lapalco Blvd. and the east right-of-way line of Berger Road; thence along the south right of way line of Lapalco Blvd. on a bearing of south 65 degrees 30'11" east for a distance of 374.60 feet to a point; thence continuing along the south right of way line of Lapalco Blvd., across the proposed right of way for the extension of Westwood Drive, south 65 degrees 30'11" east for a distance of 115.05 feet to a point, this point also being the point of beginning; thence continuing along the south right of way line of Lapalco Blvd., south 65 degrees 30'11" east for a distance of 175.00 feet to a point; thence south 07 degrees 27'36" west for a distance of 175.00 feet to a point; thence north 65 degrees 30'11" east for a distance of 175.00 feet to a point on the east right of way line for the proposed extension of Westwood Drive; thence along the east right of way line for the proposed extension of Westwood Drive, north 07 degrees 27'36" east for a distance of 175.00 feet back to the point of beginning, and all more clearly shown on a plan of resubdivision by Harris & Varisco, Consulting Engineers and Land Surveyors, dated August 24, 1981, revised October 19, 1981. Said Parcel J-19-1 contains 29,281 square feet or 0.672 acres. And according to a plan of survey of Dufrene Surveying & Engineering, Inc. dated December 5, 1996, said portion of ground is designated as Lot J-19-1, forms the southeasterly corner of Lapalco Boulevard and Westwood Drive, and measures 175.00 feet front on Lapalco Boulevard, same width in the rear, by a depth and front on Westwood Drive of 175.00 feet and a depth on the opposite sideline of 175.00 feet.

Being the same property acquired by Louana Brocato, wife of, and Carlo DeMatteo, et al, from Mary Jo Fasullo, wife of, and George A. Relle, et al, by act before Roy J.D. Gattuso, Notary Public, dated November 1, 1994, registered in COB 2906, folio 613, Jefferson Parish, Louisiana.

## EXHIBIT "A-10"

THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, designated in accordance with that certain plan of resubdivision by J. J. Krebs & Sons, Inc., dated June 29, 1981, approved by the Jefferson Parish Planning Department pursuant to Ordinance No. 15166, adopted on May 26, 1982, registered in COB 1026, folio 384, and according to which said lot is located in that subdivision known as **OAKMERE BUSINESS AND OFFICE PART SUBDIVISION** and is designated as **LOT 1, SQUARE A**. Square A is bounded by Paxton Street, Cousins Boulevard, Parcel B of Saulet Subdivision and Lots 8-C-1 and 8-C-2 of Saulet Subdivision. Lot 1 commences 304.06 feet from the southwest corner of the intersection of Lapalco Boulevard and Paxton Street and measures 78.28 feet front on Paxton Street and 140.13 feet in the rear by a depth of 150.00 feet on the Cousins Boulevard side and a depth of 162.25 feet on the side nearest Lapalco Boulevard. All in accordance with a survey of Wilton J. Dufrene, Land Surveyor, dated May 31, 1984. In accordance with survey of Wilton J. Dufrene, Land Surveyor, dated June 19, 1992, Lot 1 has the same designation and measurements shown above and Lot 1, Square A is bounded by Paxton Street, Cousins Boulevard, Saulet Place and Lapalco Boulevard.

ONE CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part known as **SAULET SUBDIVISION**, being a resubdivision of a portion of Lots 5, 6 and 7 of **SAULET SUBDIVISION** between Lapalco Boulevard and the 80 Arpent Line into Parcels A, B and X, which plan was prepared by J. J. Krebs & Sons, Inc., dated July 28, 1981, and which plan was approved by the Jefferson Parish Council pursuant to ordinance No. 14893, adopted on September 16, 1981, registered in COB 1012, folio 628, and according to which plan said Parcel is designated as **Parcel B**, and according thereto, said Parcel measures as follows, to-wit:

Commence at the intersection of the southerly right-of-way line of Lapalco Boulevard and the westerly line of a portion of Lot 4 of Saulet Subdivision, thence proceed N 77°22'01" W, a distance of 1018.14 feet front Lapalco Boulevard to a point, the point of beginning, thence continue N 77°22'01" W, a distance of 255.00 feet front on Lapalco Boulevard to a point; thence S 09°46'33" E, a distance of 324.50 feet to a point; thence S 77°22'01" E, a distance of 162.25 feet to a point, thence on a curve with a radius of 409.96 feet, a distance of 160.34 feet to a point; thence N 12°37'59" E, a distance of 143.72 to a point, the point of beginning. In accordance with survey of Wilton J. Dufrene, Land Surveyor, dated 19, 1992, Parcel B has the same designation and measurements shown above and is bounded by Paxton Street, Cousins Boulevard, Saulet Place and Lapalco Boulevard.

Being the same property acquired by Hospital Service District No. 1 of Jefferson Parish, d/b/a West Jefferson Medical Center from Resolution Trust Corporation, Receiver for Pelican Homestead and Savings Association by act before John A. Marque, Notary Public, on July 28, 1992, and before Harry C. Stumpf, Notary Public, on July 30, 1992, registered July 30, 1992, as Instrument No. 9237021, in COB 2740, folio 96, Jefferson Parish, Louisiana.

## **EXHIBIT "A-11"**

**TWO CERTAIN PARCELS OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF JEFFERSON, STATE OF LOUISIANA**, designated as **PARCELS 12-D-1A (Private Street) and 12-D-1B**, of **FARM BLOCK C OF OAKDALE SUBDIVISION**, on a plan of survey by Krebs, LaSalle, LeMieux Consultants, Inc., dated October 3, 1995, and according to survey, said parcels are described as follows:

**PARCEL 12-D-1A (Private Street)** commences 284.71 feet from the corner of Hector Avenue and Whitney Avenue and measures 76 feet front on Whitney Avenue, same width in the rear, by a depth of 550 feet between equal and parallel lines. Said parcel of ground is bounded by Whitney Avenue, Oakwood Shopping Center, Wright Avenue and Hector Avenue.

**PARCEL 12-D-1B**, forms the corner of Whitney Avenue and Hector Avenue and measures 284.71 feet front on Whitney Avenue, a width in the rear of 227.45 feet, by a depth and front on Hector Avenue of 977.12 feet, and on the opposite sideline, measure a first depth of 550 feet to a point, then measure a second distance, in the direction of Hector Avenue, 7.65 feet to a point, thence measure a third distance of 414.23 feet. Said parcel of ground is bounded by Whitney Avenue, Oakwood Shopping Center, Wright Avenue and Hector Avenue. All according to a survey by Krebs, Lasalle, LeMieux Consultants, Inc., dated October 3, 1995.

## EXHIBIT "A-12"

PLOT A, Gitzinger Subdivision, Jefferson Parish, Louisiana, commonly known as the Marrero Shopping Center. This property consists of approximately 237,160 square feet and is bounded by the Westbank Expressway, Avenue D (Medical Center Boulevard), 10th Street and Avenue C, Marrero, Louisiana; more fully described as:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining, situated, lying and being in the VILLAGE OF MARRERO, Parish of Jefferson, State of Louisiana, in that part known as the "GITZINGER SUBDIVISION", in accordance with the plan of survey made by Wilton J. Dufrene, Land Surveyor, dated November 18, 1975, updated June 29, 1990, and the survey (herein, the "Survey") of Tildon J. Dufrene, dated February 5, 2003, a copy of which is attached hereto and made a part hereof, and described as follows:

PLOT A, containing 5.4445 acres and beginning at the intersection of the easterly right of way line of Avenue D and the southerly right of way line of the Westbank Expressway, said point being the POINT OF BEGINNING. Thence go North 81 degrees 07 minutes 09 seconds East along the southerly right of way line of the Westbank Expressway a distance of 382.65 feet to the westerly right of way line of Avenue C; Thence go South 8 degrees 52 minutes 51 seconds East along the westerly right of way line of Avenue C a distance of 604.62 feet to the northerly right of way line of Tenth Street; Thence go South 84 degrees 23 minutes 04 seconds West along the northerly right of way line of Tenth Street a distance of 417.58 feet actual (417.67 feet plan) to the easterly right of way line of Avenue D a distance of 581.84 feet to the POINT OF BEGINNING.

## EXHIBIT "A-13"

A certain portion of ground located in Square 28, Marrero Addition, Jefferson Parish, Louisiana, in an area bounded by Westbank Expressway, Avenue B, 10<sup>th</sup> Street, and Avenue C, designated as Lot 15-A and described as follows:

Begin at the intersection of the southerly right of way line of the Westbank Expressway and the westerly right of way line of Avenue B and go South 08°53'00" East along the westerly right of way line of Avenue B a distance of 350.34 feet to the northerly right of way line of 10<sup>th</sup> Street; thence go South 81°07'00" West along the northerly right of way line of 10<sup>th</sup> Street a distance of 358.00 feet to the easterly right of way line of Avenue C; thence go North 08°53'00" West along the easterly right of way line of Avenue C a distance of 180.00 feet; thence go North 81°07'00" East a distance of 120.00 feet; thence go North 08°53'00" West a distance of 90.00 feet; thence go North 81°07'00" East a distance of 120.00 feet; thence go North 08°53'00" West a distance of 80.34 feet to the southerly right of way line of the Westbank Expressway; thence go North 81°07'00" East along the southerly right of way line of the Westbank Expressway a distance of 118.00 feet to the POINT OF BEGINNING.

All as shown on a survey by Dufrene Surveying & Engineering Inc. dated January 19, 2015 and containing 95,340 square feet.

**LESS AND EXCEPT** the property acquired by Jefferson Parish Hospital District No. 1, d/b/a West Jefferson Medical Center pursuant to that certain Consent Judgment rendered on March 26, 2004 in the matter styled "*Jefferson Parish Hospital District No. 1, d/b/a West Jefferson Medical Center versus Philip J. Flettrich, Jr.*" bearing Proceedings Number 590-714 of the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana recorded under Entry Number 10418054 in COB3119, page 772, which property is more fully described as follows, to-wit:

Lots 19 and 20, Square 28, Marrero Addition Subdivision, bearing Municipal Address of 926 Avenue B, Marrero, Louisiana, which site measures a total of sixty (60') feet front on Avenue B by a depth of one hundred twenty (120') feet.

And

Lots 21 and 22, Square 28, Avenue C, Marrero Addition Subdivision, Marrero.

Which property is also more fully described as follows, to-wit:

TWO CERTAIN LOTS OF GROUND, together with all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situate, lying and being in the VILLAGE OF MARRERO, Parish of Jefferson, State of Louisiana, which said lots are designated as LOTS NUMBERS TWENTY-ONE (21) and TWENTY-TWO (22), of SQUARE NUMBER TWENTY-EIGHT (28), according to a plan of Alvin E. Hotard, Civil Engineer, dated December 10<sup>th</sup>, 1943, a copy of which plan is attached to an Act of Sale by Marrero Land & Improvement Association, Limited, to Mr. & Mrs. Douglas Breaux, by act before Louis H. Marrero, Notary Public, dated April 8, 1947, registered in COB 237, folio 697; said Square is bounded by Ninth and Tenth Streets, the division line of the Marrero Division, and Avenue "C"; said lots measure each Thirty (30') feet front on Avenue "C", the same width in the rear, by a depth between equal and parallel lines of One Hundred Twenty (120') feet, and Lot number Twenty-One (21) forms the corner of Avenue "C" and Tenth Street.

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated and forming part of the property formerly belonging to Joseph

Getzinger, and now known as Marrero Addition, lying south of the right of way of the M. L. & T. R. R. & S. S. CO., immediately in the rear of the property belonging to Penick & Ford, Ltd., in the Village of Marrero, this Parish of Jefferson, State of Louisiana, and are designated as Lots Nos. 19 and 20 of Block 28, which is bounded by Ninth and Tenth Streets, Avenue "B", and the line of the property of Marrero Land & Improvement Assn. as per plan of Henry L. Zander, Parish Engineer, dated November 10, 1912; a copy of which is on file in the office of the Recorder of Jefferson Parish, said lots adjoin each other and measure, each, 30 feet front on Avenue "B" by a depth of 120 feet, between equal and parallel lines; lot No. 20 forming the corner of Tenth Street and Avenue "B".

## **EXHIBIT "A-14"**

THAT CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Hauser Subdivision in Square K thereof, bounded by Thirteenth Street, Avenue C., Wichers Drive and Avenue D, known as Lot 37A shown on a plan of resubdivision entitled Resubdivision of Lots 37, 38, 39 and 40 into Lots 37A, 38A and 39A, by Tildon J. Dufrene, Jr., dated June 25, 1997, approved July 17, 1997 pursuant to Ordinance No. 19872, registered in COB 2965, folio 548, Instrument No. 97-37321, Jefferson Parish Records. According thereto, said Lot 37A commences at a distance of 120 feet from the intersection of Thirteenth Street and Avenue C and measures 63.71 feet front on Avenue C, same width across the rear, by a depth of 120 feet between equal and parallel lines.

Improvements thereon bear the Municipal No. 1224 Avenue C, Marrero, LA 70072.

## **EXHIBIT "A-15"**

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated, lying and being in Jefferson Parish, Louisiana. Which said lots are designated as LOT NUMBERS THIRTY-FOUR (34) and THIRTY-FIVE (35) OF SQUARE NO. TWENTY-NINE (29) which said square is bounded by TENTH and ELEVENTH STREETS, AVENUES "C" AND "B", as per plan of Clifford G. Webb, C.E., dated Gretna, Louisiana, August 2, 1948, a copy of which is attached to Act of Sale by Marrero Land & Improvements Association, Limited to Mr. and Mrs. George P. Flettrich, by act before Louis H. Marrero, N.P., dated August 31, 1948, and according to said plan said lots adjoin each other and measures each 30 feet front on Avenue "C", the same width in the rear, by a depth between equal and parallel lines of 120 feet. The foregoing description is in accordance with survey by J.J. Krebs & Sons, Inc., C.E. & S., dated November 24, 1965, a print of which is annexed to an act of sale passed before Alvin G. Montgomery, Notary Public, dated December 30, 1965, being a sale by Thelma Carbo, wife of/and William F. Buquoi to Jefferson Savings & Loan Association, registered in COB 628, folio 73, said Lot 35 commences 150 feet from the corner of Avenue "C" and Tenth Street.

Municipal Address: 1019 Avenue C, Marrero, Louisiana 70072.

## EXHIBIT "A-16"

TWO CERTAIN LOTS OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part known as FLOROHAZE SUBDIVISION, being a subdivision of Lots 11 and 12 and a portion of Lot 10, as delineated on a plan of resubdivision by Hotard & Webb, Civil Engineers, dated January 15, 1963 on file in the office of the Clerk of Court for the Parish of Jefferson, in SQUARE "A" thereof, bounded by Barataria Boulevard, Thirteenth Street, Avenue "G" and the southerly line of the subdivision, which said lots are designated as LOT NO. 1 and "A" on a plan of Hotard & Webb, Civil Engineers, dated November 26, 1954, a print whereof is on file in the office of the Clerk of Court for the Parish of Jefferson, according to which plan of subdivision and according to a survey made by Adloe Orr, Jr. & Associates, Consulting Engineers, dated January 15, 1957, a copy of which is annexed to act of purchase by Audrey Hunter, wife of and Cleveland Banquer, passed before August H. Ritter, Notary Public, dated January 29, 1962, said lots adjoin each other and measure as follows:

LOT NO. 1 forms the corner of Barataria Boulevard and Thirteenth Street and measures 40 feet front on Barataria Boulevard, the same in width in the rear, by a depth and front on Thirteenth Street of 130 feet, and a depth of 130.02 feet on the opposite side line adjoining Lot "A".

LOT "A" commences at a distance of 40 feet from the corner of Barataria Boulevard and Thirteenth Street and measures thence 60 feet front on Barataria Boulevard, the same width in the rear, by a depth of 130.02 feet on the side line adjoining Lot No. 1 and a depth of 130.06 feet on the opposite side line adjoining Lot "B".

And according to a survey by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated February 16,

2004, said lots adjoining each other and form the corner of Barataria Boulevard and Thirteenth Street and measure

24.80 feet to a point on Barataria with an additional width and front on Barataria of 64.48 feet; by a first depth

on Thirteenth Street of 20.80 feet and a second depth of 95.69 feet with a width in the rear of 100 feet and a depth on the opposite side line of 110.41 feet.

LESS AND EXCEPT: that portion of the lots expropriated by the State of Louisiana at COB 714, folio 717 of the records of Jefferson Parish.

The buildings and improvements thereon bear the Municipal No. 1300 Barataria Boulevard (now 1301 Barataria Boulevard).

The mailing address being: 1301 Barataria Boulevard, Marrero, Louisiana 70072.

## EXHIBIT "A-17"

1. A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that part of Jefferson Parish known as MARRERO ADDITION, designated as LOT 9, BLOCK 29, bounded by Tenth and Eleventh Streets, Avenue "B" and the dividing line of other property of Marrero Land & Improvement Association, Ltd., measures 30' front on Avenue "B", same width in the rear, by a depth of 120' feet between equal and parallel lines.

All in accordance with a survey of Adloe Orr & Associates, dated March 17, 1972, and more fully shown on survey by Wilton J. Dufrene, Land Surveyor, dated August 3, 1983, annexed to act before Ernest E. Barrow, II, N.P., dated August 11, 1983, registered in COB 1057, folio 8, Jefferson Parish, Louisiana. In accordance with survey of Wilton J. Dufrene, Land Surveyor, dated July 24, 1991, the said lot has the same dimensions and designations set forth above and commences at a distance of 240 feet from the corner of Avenue B and Tenth Street.

Being the same property acquired by Kenneth Caluda, Helena Hour-cade Baldassarro, wife of, and Octavio Baldassarro from Joan Glover, wife of, and James Dudley Day, Sr., by act of cash sale before Ernest E. Barrow, II, Notary Public, dated August 11, 1983, registered in COB 1057, Folio 8, of the records of the Parish of Jefferson, State of Louisiana, under Instrument #83-37796.

Without intention to interrupt or revive prescription thereon or recognize the validity thereof, the parties hereto take cognizance of the following: (1) All Mineral Leases, Assignments, etc. of same; (2) Right of Way granted by Marrero Land and Improvement Association, Ltd. to United Gas Pipe Line Company and Interstate Natural Gas Company, Incorporated dated 9/17/47, registered in COB 245, folio 342; (3) Fence encroachments as shown on survey of Wilton J. Dufrene, Land Surveyor, dated July 24, 1991; (4) Electric service encroachment as shown on survey of Wilton J. Dufrene, Land Surveyor, dated July 24, 1991.

\*\*\*\*\*

TWO CERTAIN LOTS OF GROUND, together with all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated, lying and being in the Parish of Jefferson, State of Louisiana, and forming a part of the GITZINGER SUBDIVISION, in the VILLAGE OF MARRERO, as per plan of Clifford G. Webb, Civil Engineer, dated Gretna, Louisiana, August 2, 1948, a copy of which is attached to Act of Sale by Marrero Land and Improvement Association, Ltd., to Mr. and Mrs. George P. Flettrich, by act before Louis H. Marrero, Notary Public of Jefferson Parish, dated August 31, 1948; and according to said plan, said lots are designated as the WHOLE OF LOTS NUMBER THIRTY-TWO (32), and THIRTY-THREE (33), of SQUARE TWENTY-NINE (29), which said Square is bounded by TENTH and ELEVENTH STREETS, AVENUES "B" and "C"; and according to said plan, said LOT NO. 32 measures SIXTEEN and 65/100 (16.65') FEET Front on Avenue "C", by a width in the rear of TWENTY-THREE and 95/100 (23.95') FEET, and by a depth on its north line of ONE HUNDRED MOM (120') FEET, and by a depth on its south line of ONE HUNDRED TWENTY and 22/100 (120.22') FEET; the said LOT NO. 33 adjoins Lot No. 32 and measures THIRTY (30') FEET Front on Avenue "C", the same width in the rear, by a depth between equal and parallel lines of ONE HUNDRED TWENTY (120') FEET. The said Lots Nos. 32 and 33 comprise a total frontage on Avenue "C" of FORTY-SIX and 65/100 (46.65') FEET.

And in accordance with survey of Wilton J. Dufrene, Land Surveyor, dated July 24, 1991, Lots 32 and 33 have the same dimensions and designation and Lot 33 commences at a distance of 210 feet from the corner of Avenue C and Tenth Street.

Being the same property acquired by Helene Hourcade, wife of, and Octavia Baldassaro and Kenneth J. Caluda from Algiers Homestead Association, by act of sale and vendor's lien, before Hugh E. Humphrey, Notary Public for the Parish of Orleans, dated March 31, 1982, registered in COB 1022, Folio 746 and recorded in MOB 847, Folio 502 of the records of the Parish of Jefferson, State of Louisiana, under Instrument No. 1008126.

## **EXHIBIT "A-18"**

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as AMES FARMS, and according to plan of resubdivision of a portion of Lot H-301, Ames Farms, into Lots H-301F, H-301G, H-301H and H-301J, by Dufrene Surveying & Engineering, Inc. dated September 6, 2000, approved by the Jefferson Parish Council under Ordinance No. 21183 on February 14, 2001, and registered in the office of the Clerk of Court for the Parish of Jefferson under Instrument No. 10110927, and, according thereto said lot is designated as LOT H-301J and is situated in square bounded by Larose-Lafitte Highway, St. Jude Place (side), Deutsch Road (side) and Barataria Boulevard and said lot measures 200.00 feet front on Larose-Lafitte Highway, a width in the rear of 197.39 feet, a depth on the sideline of Lot H-301H of 324.24 feet and a depth on the opposite sideline of 320.08 feet.

Being part of the same property acquired by the vendors herein from William D. Haggard, et al, in an act before George B. Richard, Notary Public, dated September 20, 1973, registered in COB 800, folio 391, Parish of Jefferson, LA

## **EXHIBIT "A-19"**

A certain lot or parcel of ground, together with all buildings and improvements thereon, situated in the Parish of Jefferson, State of Louisiana, in that subdivision known as BELL PLANTATION, and being designated as LOT Y-3B-3, said Bell Plantation, according to that resubdivision plat dated November 15, 2002, revised on March 7, 2003, prepared by James H. Couturie', Registered Land Surveyor, attached to Ordinance No. 21839 of the Jefferson Parish Council adopted on April 30, 2003, and recorded on May 20, 2003 in COB 3099, page 416, Entry No. 10333417 in the office of the Clerk and Recorder of said parish and state, said lot having such measurements and dimensions as are shown on said map.

## **EXHIBIT "A-20"**

THREE CERTAIN PIECES OR PORTIONS OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the Village of Marrero, Parish of Jefferson, State of Louisiana , in that part thereof known as WICHERS SUBDIVISION, as show on plan of subdivision by J.J. Krebs & sons, Inc. dated September 5, 1961 and according to which said lots are designated as follows:

LOTS 8, 9, and 10, in SQUARE O, bounded by Wichers Drive, Avenue F, Avenue G, the south lines of the subdivision (North line of Hauser Subdivision) and according to said plan , said lots measure each 40 feet front on Wichers Drive, the same width in the rear, by a depth of 141.71 feet between equal and parallel lines. Lot 8 forms the comer of Wichers Drive and Avenue G. All in accordance with a survey by Wilton J. Dufrene dated October 22, 1984.

All as more fully shown on survey of BFM Corporation, L.L.C., dated September 4, 2001 a copy of which is annexed hereto and made part hereof.

Being the same property acquired from Deborah Balsler, wife of and Michael Joseph Glinky by act before Ellen Mullins, Notary Public dated October 11, 1985 and registered in COB 1349 FOLIO 107 of the records of Jefferson Parish.

## EXHIBIT "A-21"

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining located in Ames Farms Subdivision, Jefferson Parish, Louisiana, which said piece or portion of ground is designated as LOT H-308-A1 on a plan of resubdivision by Surveys, Incorporated, by Richard T. Dading, L.S., dated July 16, 1986, approved by the Jefferson Parish Council on October 8, 1986, by Ordinance No. 17036 registered in COB 1599, folio 156, Instrument No. 8657356, which LOT H-308-A1 comprises a portion of former Lot H-308-A, Ames Farms, which Lot H-308-A formed a portion of former Lot H-308 as shown on a plan of resubdivision by J. J. Krebs & Sons, Inc., John F. Marshall, L.S., dated June 18, 1985, approved by the Jefferson Parish Council on September 11, 1985, by Ordinance No. 16578, registered in COB 1345, folio 296; and according to a plan made by Wilton J. Dufrene, Land Surveyor, dated October 6, 1987, said Lot H-308-A1 is in the square bounded by Lafitte-Larose Highway, Bent Tree Boulevard, Deutsch Road and Taffy Drive, and and forms the corner of Lafitte-Larose Highway (La. Highway 3134) and Bent Tree Boulevard and measures 186.43 feet front on Lafitte-Larose Highway, 165.30 feet on the opposite sideline nearest to Deutsch Road, a combined depth and front on Bent Tree Boulevard of 489.91 feet and a depth on the opposite sideline nearest to Taffy Drive of 502.10 feet.

Being a portion of the same property acquired by Leader Development Corporation from Brown and Bateman Properties, Inc. by act before Marsha A. Mediamolle, Notary Public, dated October 2, 1987, registered in COB 1824, folio 277, and by Act of Correction before Deryle A. Bourgeois, Notary Public, dated November 11, 1987, registered in COB , folio Instrument No. 8757512, Jefferson Parish, Louisiana. Also being a portion of the same property acquired by Brown a Bateman Properties, Inc. from Yvonne Bordes, wife of and Octave P. Garsaud, and Lorraine Camel, wife of John J. Sheehy, by act before Randy Opotowsky, Notary Public, dated August 26, 1985, registered in COB 1317, folio 31 , Jefferson Parish, Louisiana.

## **EXHIBIT “A-22”**

A portion of Tenth Street from Medical Center Boulevard to Avenue C, as per a survey by Dufrene Surveying & Engineering, Inc., dated September 25, 2013, last revised October 3, 2013, subject to the reservation of a servitude for public passage and public utilities.

## **EXHIBIT “A-23”**

The portion of existing Avenue B right of way, the portion of 12th Street right of way, the portion of 11th Street right of way, and the portion of Avenue C right of way has a land square footage of 106,878 square feet or 2.448 acres.

## **EXHIBIT "A-24"**

Lots designated as Lot 32-A, Square 14, Lot 21-A, Square 15, Lot 21-A, Square 16, and Lot 21-A, Square 17, Marrero Addition, consisting of two (2') strip.

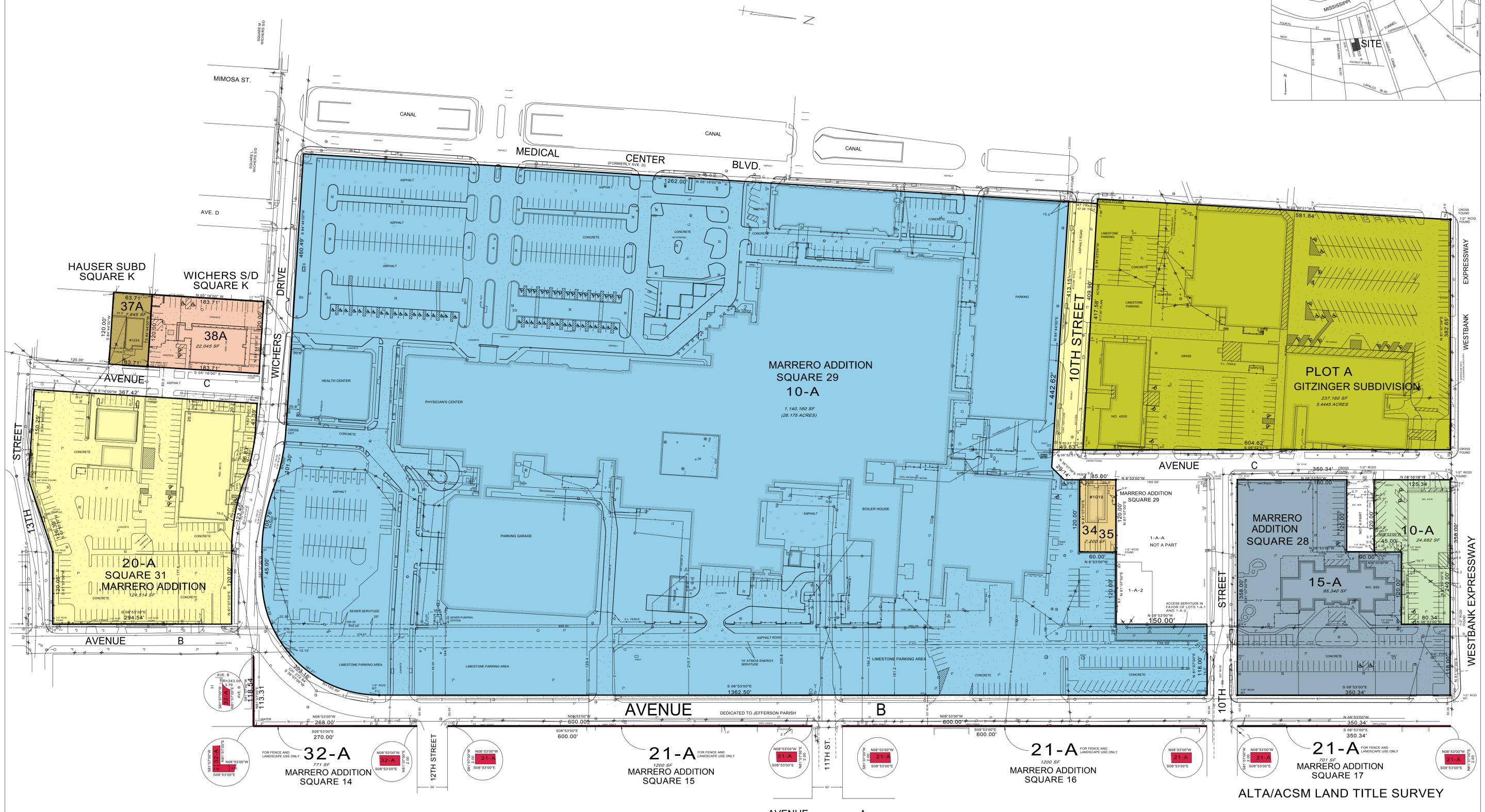
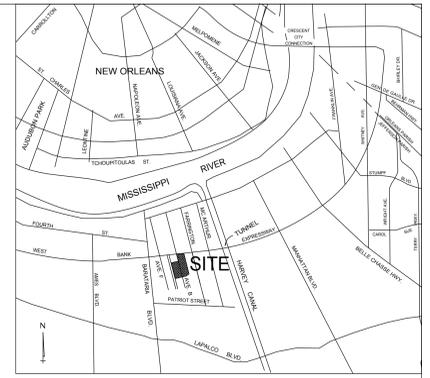
# EXHIBIT B

**EXHIBIT "B-1"**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBITS "A-1", "A-2", "A-3", "A-4", "A-  
7", "A-12", "A-13", "A-14", "A-15", "A-17, "A-22", "A-23", AND "A-24"**

(see attached)

**MARRERO**  
JEFFERSON PARISH, LOUISIANA



**ALTA/ACSM LAND TITLE SURVEY**

DATE: JANUARY 19, 2015

TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 19, 2015  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

DUFRENE SURVEYING & ENGINEERING INC.  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-6300 PH.  
504-368-6304 FAX  
d@dufrenesurveying.com

TILDON J. DUFRENE, JR.  
LICENSED PROFESSIONAL SURVEYOR  
No. 04563

T-5000-XL  
MARRERO HOSPITAL PLAT 2015.DWG

THIS PROPERTY IS LOCATED IN FIA FLOOD ZONE X  
COMMUNITY NUMBER 225199  
PANEL 0135E  
MARCH 23, 1995

BEARINGS ARE BASED ON RECORD BEARINGS.

REFERENCE SURVEY(S):  
TOPOGRAPHIC SURVEY OF WEST JEFFERSON MEDICAL CENTER BY DUFRENE SURVEYING & ENGINEERING, INC. DATED DECEMBER 2, 2000, LAST REVISED NOVEMBER 21, 2002.  
PLAN OF RESUBDIVISION OF LOTS 12 THRU 18 SQUARE 28 MARRERO ADDITION INTO LOT 14-A BY DUFRENE SURVEYING & ENGINEERING, INC. DATED MARCH 22, 2002.  
RESUBDIVISION OF FOR LOT 37A, SQUARE K, HAUSER SUBD BY DUFRENE SURVEYING & ENGINEERING CATED JUNE 25, 1997  
RESUBDIVISION OF PLOT "A" INTO PLOT "A-1" AND PARCEL "AD" BY WARREN M. LAVELLE DATED DECEMBER 14, 1979.



**EXHIBIT "B-2"**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-5" AND "A-6"**

(see attached)

BELLE MEADE SUBDIVISION, UNIT A  
INDUSTRIAL SITE 3, SECTION C  
JEFFERSON PARISH, LA

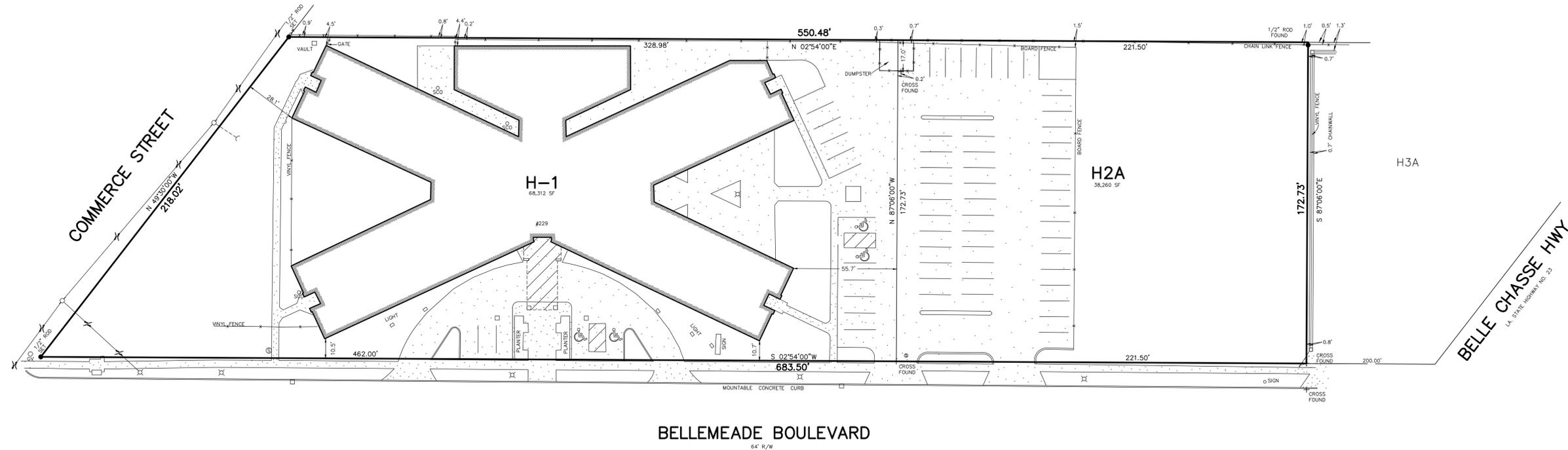
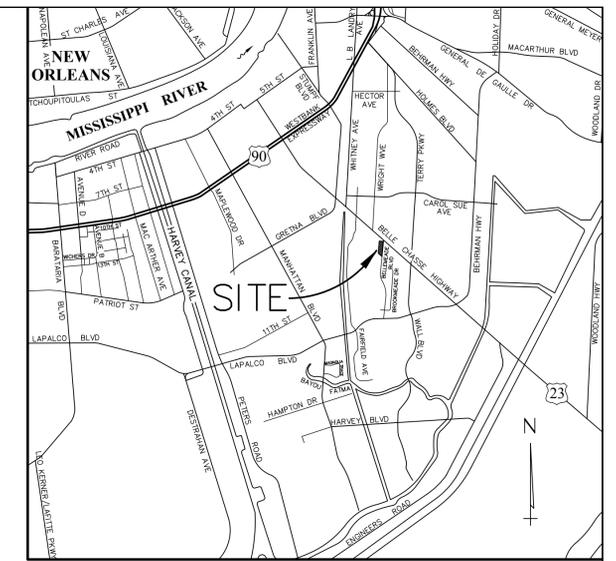


WRIGHT AVENUE (SIDE)

A CERTAIN PORTION OF GROUND LOCATED IN BELLE MEADE SUBDIVISION, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY BELLEMEADE BOULEVARD, BELLE CHASSE HIGHWAY (LA STATE HIGHWAY 23), WRIGHT AVENUE, AND COMMERCE STREET, DESIGNATED AS LOTS H-1 AND H2A, AND DESCRIBED AS FOLLOWS:

COMMENCE FROM A POINT AT THE INTERSECTION OF THE WEST LINE OF BELLEMEADE BOULEVARD AND THE SOUTHERLY LINE OF BELLE CHASSE HIGHWAY (LA STATE HIGHWAY 23); THENCE GO SOUTH 02°54'00" WEST ALONG THE WEST LINE OF BELLEMEADE BOULEVARD A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. THENCE GO SOUTH 02°54'00" WEST ALONG THE WEST LINE OF BELLEMEADE BOULEVARD A DISTANCE OF 683.50 FEET TO THE NORTHERLY LINE OF COMMERCE STREET; THENCE GO NORTH 49°30'00" WEST ALONG THE NORTHERLY LINE OF COMMERCE STREET A DISTANCE OF 218.02 FEET; THENCE GO NORTH 02°54'00" A DISTANCE OF 550.48 FEET; THENCE GO SOUTH 87°06'00" EAST A DISTANCE OF 172.73 FEET TO THE POINT OF BEGINNING.

AS SHOWN ON A PLAN BY DUFRENE SURVEYING & ENGINEERING INC, DATED DECEMBER 18, 2015, AND CONTAINING 106,572 SQUARE FEET.



BELLEMEADE BOULEVARD  
64' R/W

BELLE CHASSE HWY  
LA STATE HIGHWAY NO. 23

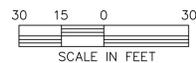
LEGEND

- S — SEWER LINE
- W — WATER LINE
- G — GAS LINE
- O — OVERHEAD UTILITY LINES
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ DRAIN CLEANOUT
- ⊙ SEWER CLEANOUT
- ⊙ POWER POLE
- ⊙ ANCHOR
- ⊙ LIGHT POLE

REFERENCE: RESUBDIVISION BY DUFRENE SURVEYING & ENGINEERING, DATED OCTOBER 16, 2008  
REFERENCE: SURVEY BY DUFRENE SURVEYING & ENGINEERING, DATED APRIL 22, 1993

BEARINGS ARE BASED ON RECORD BEARINGS.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.



PARKING  
62 SPACES  
4 HANDICAP SPACES

NOTE  
TITLE COMMITMENT NOT FURNISHED

FLOOD\_ZONE  
F.I.A. ZONE: AE  
COMMUNITY NUMBER: 225199  
PANEL NUMBER: 0145E  
DATE OF FIRM: 03/23/1995

ALTA/ACSM LAND TITLE SURVEY

DATE: DECEMBER 18, 2014

TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: DECEMBER 18, 2014  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

**DUFRENE SURVEYING & ENGINEERING INC.**  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-6390 PH.  
504-368-6394 FAX  
dufrene@dseinc.net



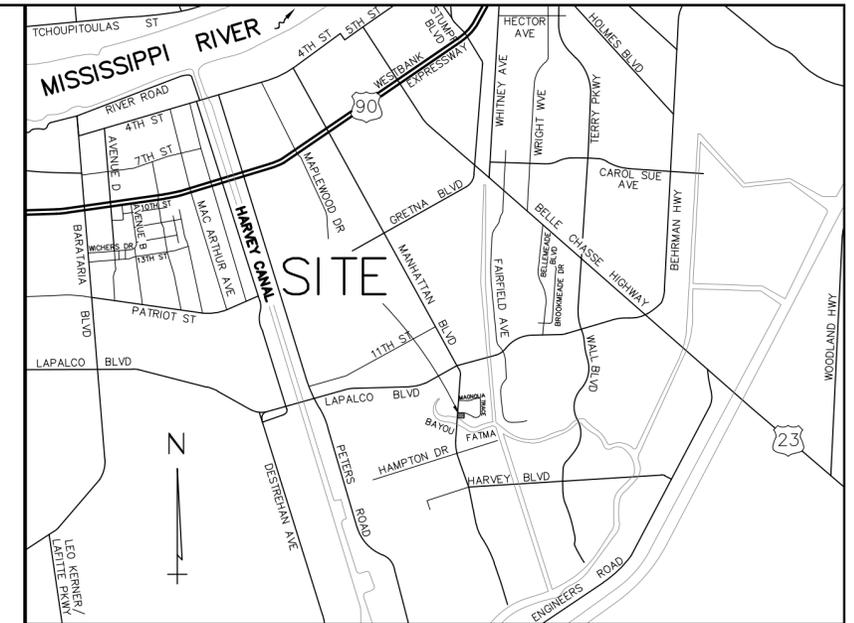
*Tildon J. Dufrene, Jr.*

**EXHIBIT "B-3"**

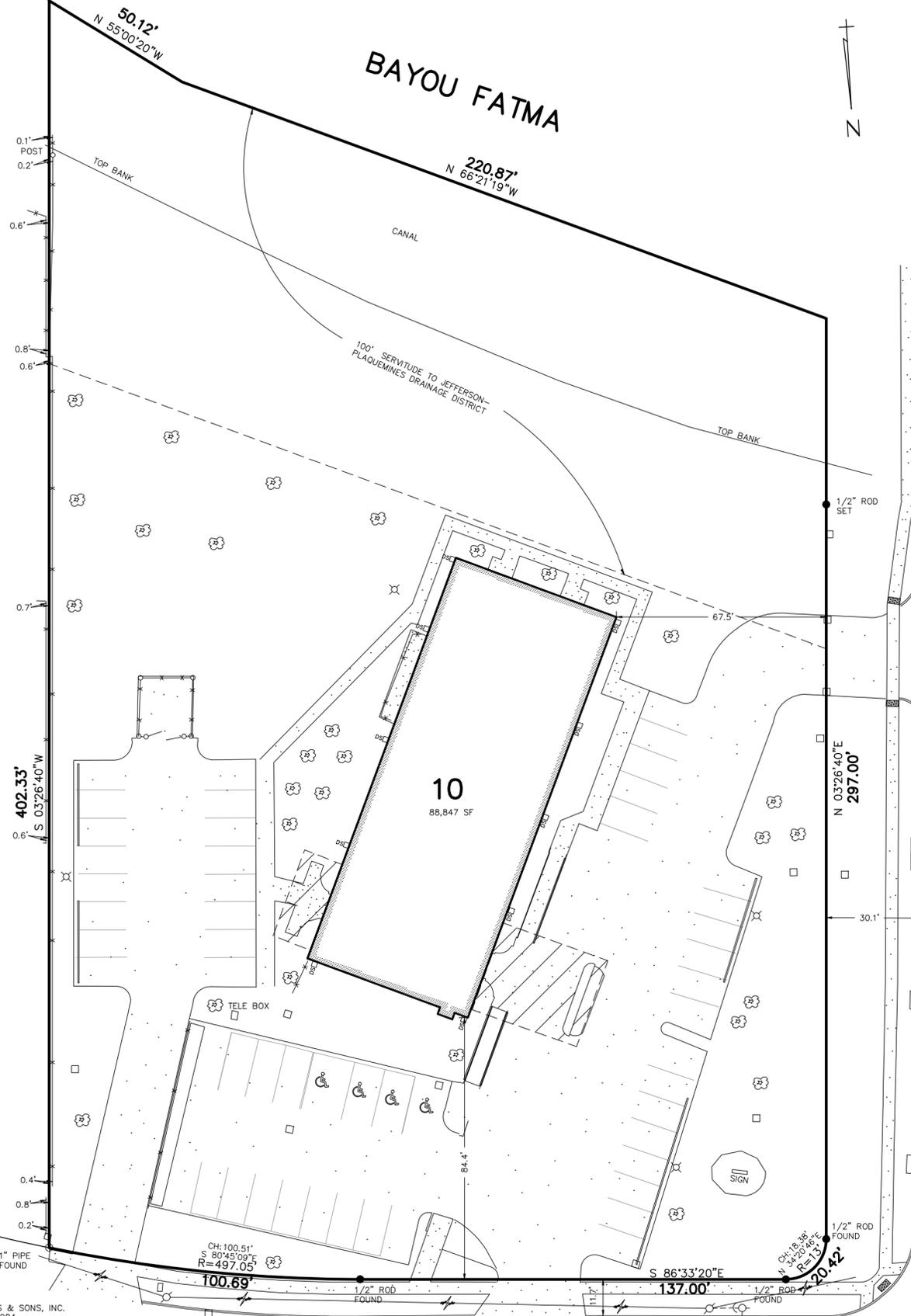
**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-8"**

(see attached)

**LOT 10  
MANHATTAN COURT SUBDIVISION  
JEFFERSON PARISH, LA**



**VERRETT CANAL (SIDE)**



**MANHATTAN BOULEVARD**

A CERTAIN PORTION OF GROUND LOCATED IN MANHATTAN COURT SUBDIVISION, JEFFERSON PARISH, LA, IN AN AREA BOUNDED BY MAGNOLIA TRACE DRIVE, VERRETT CANAL, BAYOU FATMA, AND MANHATTAN BOULEVARD, DESIGNATED AS LOT 10 AND DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT WHERE THE EASTERLY RIGHT OF WAY LINE OF MANHATTAN BOULEVARD TURNS TO INTERSECTION THE SOUTHERLY RIGHT OF WAY LINE OF MAGNOLIA TRACE DRIVE AND GO IN A NORTH AND EAST DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.42 FEET AND A CHORD OF 18.38 FEET BEARING NORTH 34°20'46\"/>

ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC. DATED FEBRUARY 3, 2015 AND CONTAINING 88,847 SQUARE FEET

TITLE COMMITMENT NOT FURNISHED

**ALTA/ACSM LAND TITLE SURVEY**

DATE: JANUARY 30, 2015

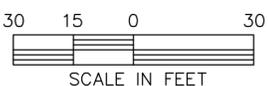
TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 30, 2015  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

**DUFRENE SURVEYING  
& ENGINEERING INC.**  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-6390 PH.  
504-368-6394 FAX  
dufrene@seinc.net



**LEGEND**

- S — SEWER LINE
- W — WATER LINE
- G — GAS LINE
- O — OVERHEAD UTILITY LINES
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ DRAIN CLEANOUT
- ⊙ SEWER CLEANOUT
- ⊙ POWER POLE
- ⊙ ANCHOR
- ⊙ LIGHT POLE
- ⊙ DOWNSPOUT



REFERENCE: RESUBDIVISION PLAN BY JJ KREBS & SONS, INC. DATED MAY 21, 1984, REVISED OCTOBER 30, 1984  
SURVEY BY WILTON DUFRENE DATED NOVEMBER 20, 1989

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

**MAGNOLIA TRACE DRIVE**

**EXHIBIT "B-4"**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-9"**

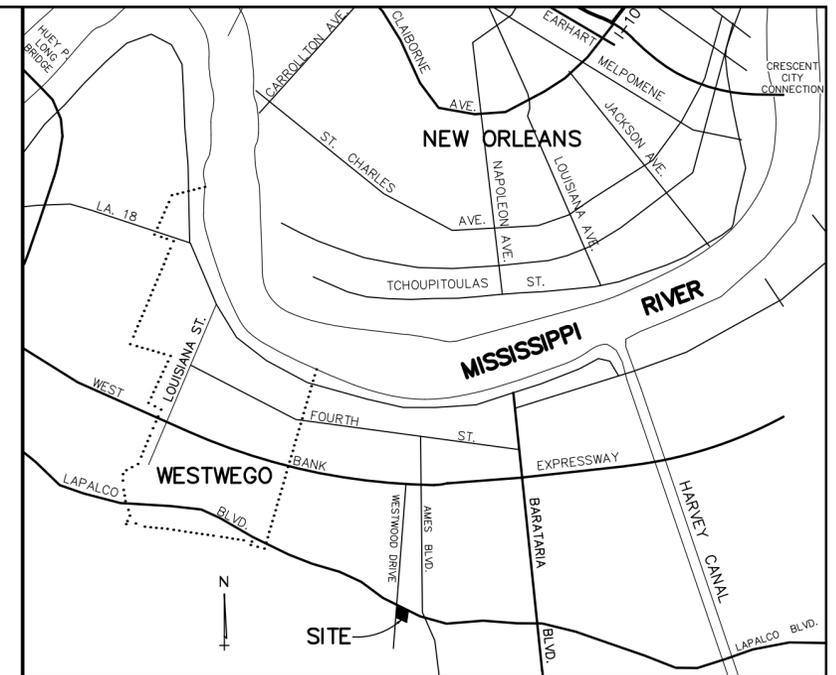
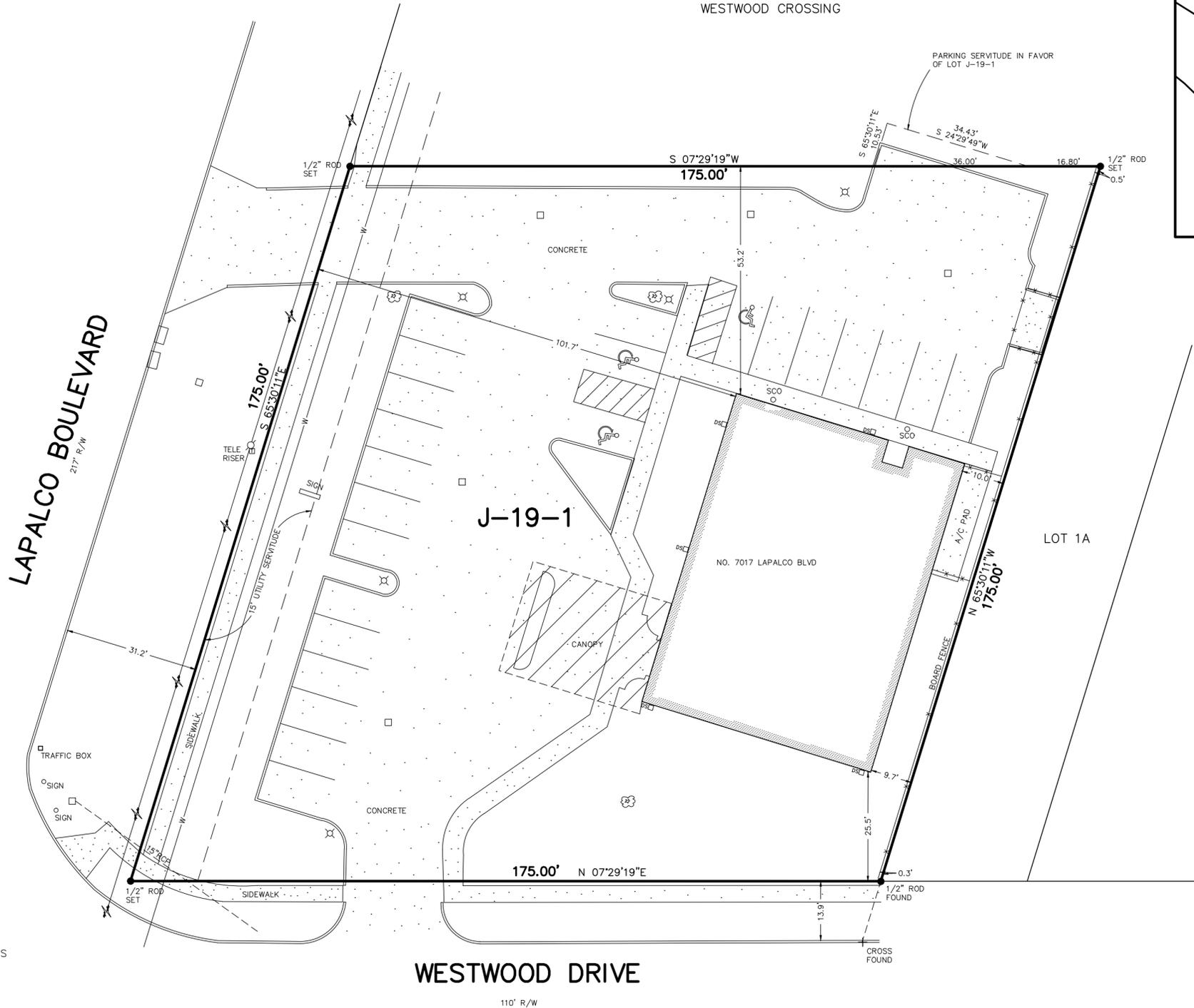
(see attached)

LOT J-19-1  
 AMES FARMS  
 JEFFERSON PARISH, LA



CROSSING BLVD (SIDE)

LOT 1A  
 WESTWOOD CROSSING

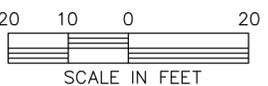


A CERTAIN PORTION OF GROUND LOCATED IN AMES FARMS SUBDIVISION, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY LAPALCO BOULEVARD, WESTWOOD DRIVE, LITTLE BRANCH ROAD, AND CROSSING BOULEVARD, DESIGNATED AS LOT J-19-1 AND DESCRIBED AS FOLLOWS:  
 BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LAPALCO BOULEVARD AND THE EASTERLY RIGHT OF WAY LINE OF WESTWOOD DRIVE AND GO SOUTH 65°30'11\"/>

LITTLE BRANCH ROAD (SIDE)

- LEGEND**
- S— SEWER LINE
  - W— WATER LINE
  - G— GAS LINE
  - O— OVERHEAD UTILITY LINES
  - GAS METER
  - GAS VALVE
  - WATER METER
  - WATER VALVE
  - FIRE HYDRANT
  - DCO DRAIN CLEANOUT
  - SDO SEWER CLEANOUT
  - POWER POLE
  - ANCHOR
  - LIGHT POLE

BEARINGS ARE BASED ON RECORD BEARINGS.  
 REFERENCE:  
 SURVEY BY DUFRENE SURVEYING & ENGINEERING INC DATED  
 OCTOBER 17, 1997

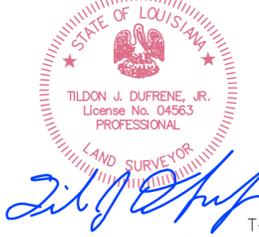


THE SERVICEDS AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVICEDS AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

TITLE COMMITMENT NOT FURNISHED

**ALTA/ACSM LAND TITLE SURVEY**  
 DATE: DECEMBER 31, 2014  
 TO: FIRST AMERICAN TITLE COMPANY.  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 5, 2015  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

**DUFRENE SURVEYING & ENGINEERING INC.**  
 1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
 504-368-6390 PH.  
 504-368-6394 FAX  
 dufrene@dsinc.net



*Tildon J. Dufrene, Jr.*

**EXHIBIT "B-5"**

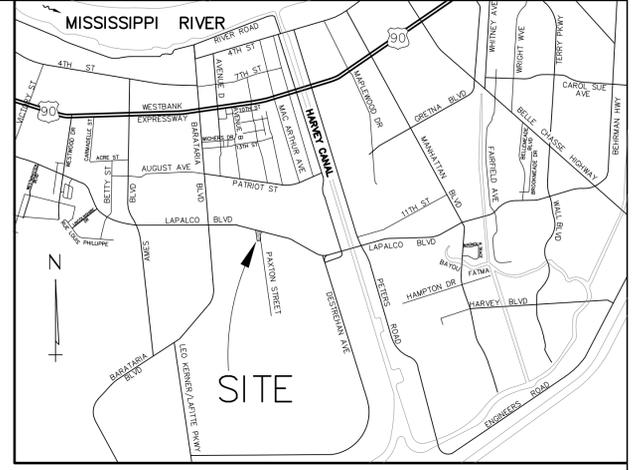
**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-10"**

(see attached)

**PARCEL B, SAULET SUBDIVISION  
LOT 1, SQUARE A, OAKMERE BUSINESS  
& OFFICE PARK SUBDIVISION  
JEFFERSON PARISH, LA**

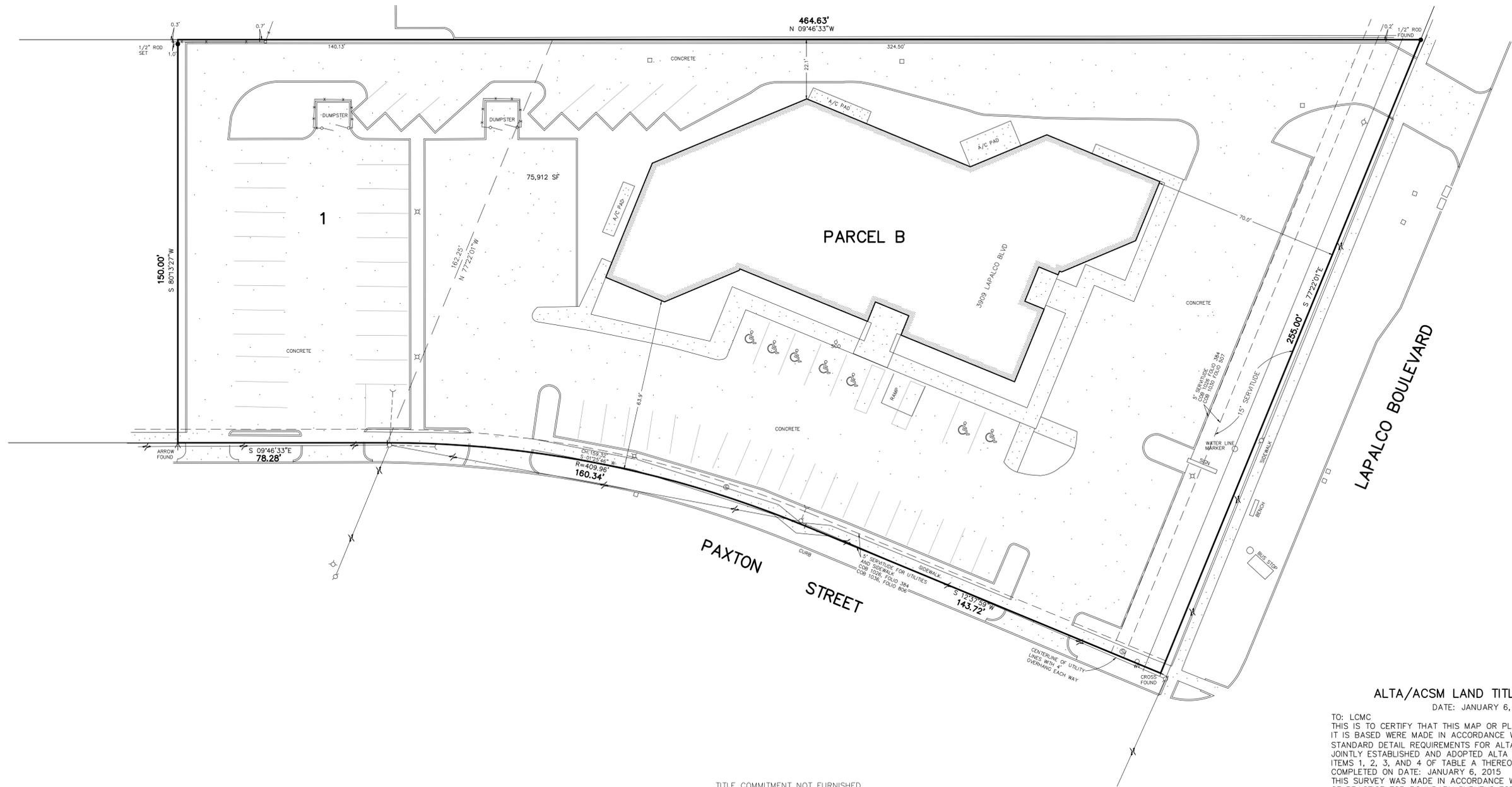


A CERTAIN PORTION OF GROUND LOCATED IN AN AREA BOUNDED BY LAPALCO BOULEVARD, PAXTON STREET, COUSINS BOULEVARD, AND SAULET PLACE, DESIGNATED AS PARCEL B, SAULET SUBDIVISION AND LOT 1, SQUARE A, OAKMERE BUSINESS AND OFFICE PARK, AND DESCRIBED AS FOLLOWS:  
 BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LAPALCO BOULEVARD AND THE WESTERLY RIGHT OF WAY LINE OF PAXTON STREET AND GO SOUTH 12°37'59" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF PAXTON STREET A DISTANCE OF 143.72 FEET TO A POINT OF CURVE; THENCE CONTINUE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY LINE OF PAXTON STREET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 409.96 FEET, AN ARC LENGTH OF 160.34 FEET AND A CHORD OF 159.32 FEET BEARING SOUTH 1°25'46" WEST TO A POINT OF TANGENCY; THENCE GO SOUTH 9°46'33" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF PAXTON STREET A DISTANCE OF 78.28 FEET; THENCE GO SOUTH 80°13'27" WEST A DISTANCE OF 150.00 FEET; THENCE GO NORTH 9°46'33" WEST A DISTANCE OF 464.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAPALCO BOULEVARD; THENCE GO SOUTH 77°22'01" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LAPALCO BOULEVARD A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING.  
 ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC DATED JANUARY 6, 2015 AND CONTAINING 75,912 SQUARE FEET

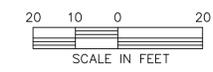


**SAULET PLACE (SIDE)**

**COUSINS BOULEVARD (SIDE)**



- LEGEND**
- S — SEWER LINE
  - W — WATER LINE
  - G — GAS LINE
  - O — OVERHEAD UTILITY LINES
  - GAS METER
  - GAS VALVE
  - WATER METER
  - WATER VALVE
  - FIRE HYDRANT
  - DRAIN CLEANOUT
  - SEWER CLEANOUT
  - POWER POLE
  - ANCHOR
  - LIGHT POLE



BEARINGS ARE BASED ON RECORD BEARINGS.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

TITLE COMMITMENT NOT FURNISHED

**ALTA/ACSM LAND TITLE SURVEY**  
DATE: JANUARY 6, 2015

TO: LCMC  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 6, 2015.  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.



**DUFRENE SURVEYING & ENGINEERING INC.**  
 1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
 504-368-6300 PH  
 504-368-6394 FAX  
 dufrene@dsenic.net

*Tildon J. Dufrene, Jr.*

T-4998-L  
14-000977

**EXHIBIT "B-6"**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-11"**

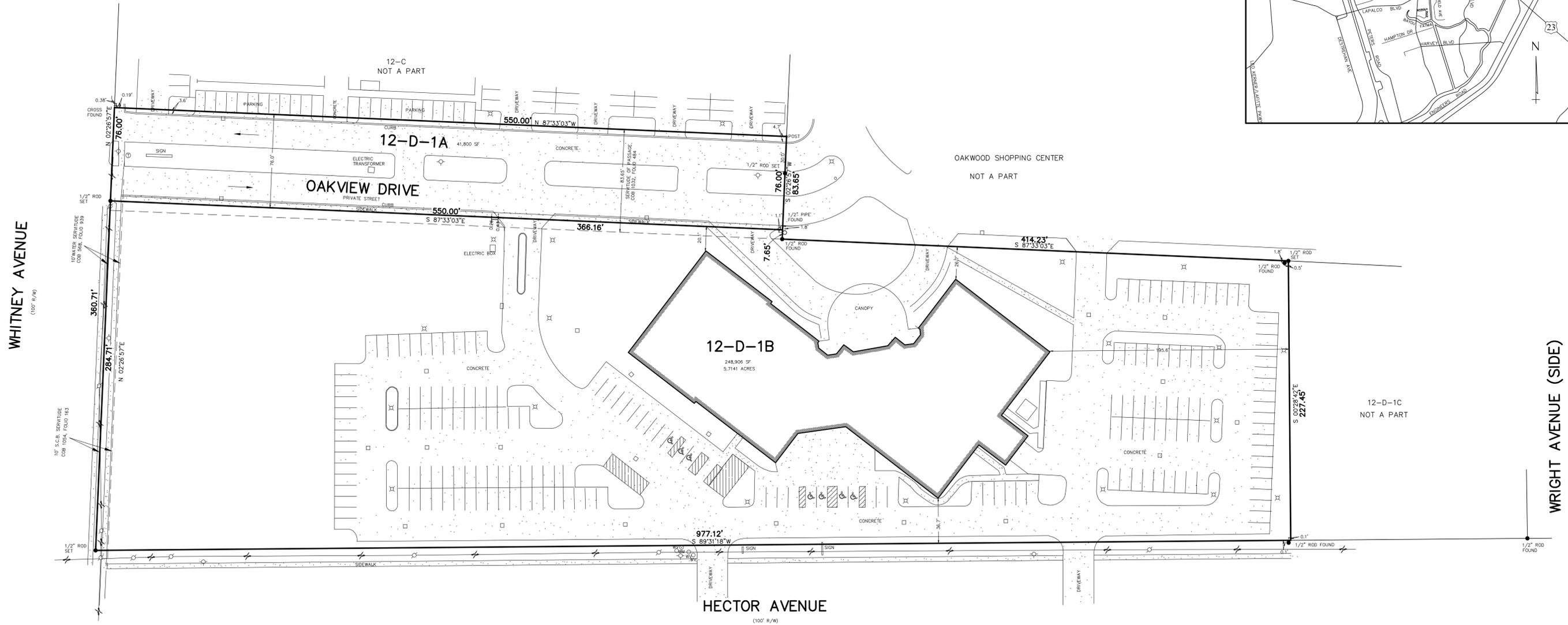
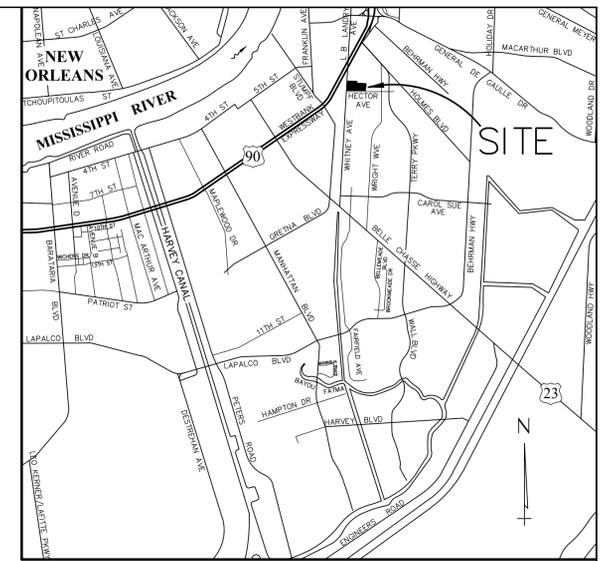
(see attached)

FARM BLOCK C  
OAKDALE SUBDIVISION  
JEFFERSON PARISH, LA

COSTANZA DRIVE (SIDE)



A CERTAIN PORTION OF GROUND LOCATED IN OAKDALE SUBDIVISION, FARM BLOCK C, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY HECTOR AVENUE, WHITNEY AVENUE, COSTANZA DRIVE, AND WRIGHT AVENUE, DESIGNATED AS LOTS 12-D-1A AND 12-D-1B AND DESCRIBED AS FOLLOWS:  
BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HECTOR AVENUE AND THE EASTERLY RIGHT OF WAY LINE OF WHITNEY AVENUE AND GO NORTH 2°26'57" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF WHITNEY AVENUE A DISTANCE OF 360.71 FEET; THENCE GO SOUTH 87°33'03" EAST A DISTANCE OF 550.00 FEET; THENCE GO SOUTH 2°26'57" WEST A DISTANCE OF 83.65 FEET; THENCE GO SOUTH 87°33'03" EAST A DISTANCE OF 414.23 FEET; THENCE GO SOUTH 0°28'42" EAST A DISTANCE OF 227.45 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HECTOR AVENUE; THENCE GO SOUTH 89°31'18" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF HECTOR AVENUE A DISTANCE OF 977.12 FEET TO THE POINT OF BEGINNING.  
ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC DATED JANUARY 19, 2015 AND CONTAINING 290,706 SQUARE FEET.



- LEGEND**
- S— SEWER LINE
  - W— WATER LINE
  - G— GAS LINE
  - O— OVERHEAD UTILITY LINES
  - ⊙ GAS METER
  - ⊙ GAS VALVE
  - ⊙ WATER METER
  - ⊙ WATER VALVE
  - ⊙ FIRE HYDRANT
  - ⊙ DRAIN CLEANOUT
  - ⊙ SEWER CLEANOUT
  - ⊙ POWER POLE
  - ⊙ ANCHOR
  - ⊙ LIGHT POLE

REFERENCE:  
RESUBDIVISION PLAN BY BFM DATED FEBRUARY 16, 1994  
SURVEY BY DUFRENE SURVEYING & ENGINEERING INC DATED MARCH 24, 2011

BEARINGS ARE BASED ON THE LOUISIANA  
COORDINATE SYSTEM OF 1983, SOUTH ZONE.

THE SERVICES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVICES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.



THIS PROPERTY IS LOCATED IN FIA FLOOD ZONE X  
COMMUNITY NUMBER 225199  
PANEL 0145E, MARCH 23, 1995

TITLE COMMITMENT NOT FURNISHED

ALTA/ACSM LAND TITLE SURVEY

DATE: JANUARY 19, 2015

TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 19, 2015  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

TILDON J. DUFRENE, JR.  
LICENSE NO. 04563  
PROFESSIONAL  
LAND SURVEYOR

*T. Dufrene*

DUFRENE SURVEYING  
& ENGINEERING INC.  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-8390 PH  
504-368-5394 FAX  
dufrene@seinc.net

**EXHIBIT "B-7"**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT "A-16"**

(see attached)

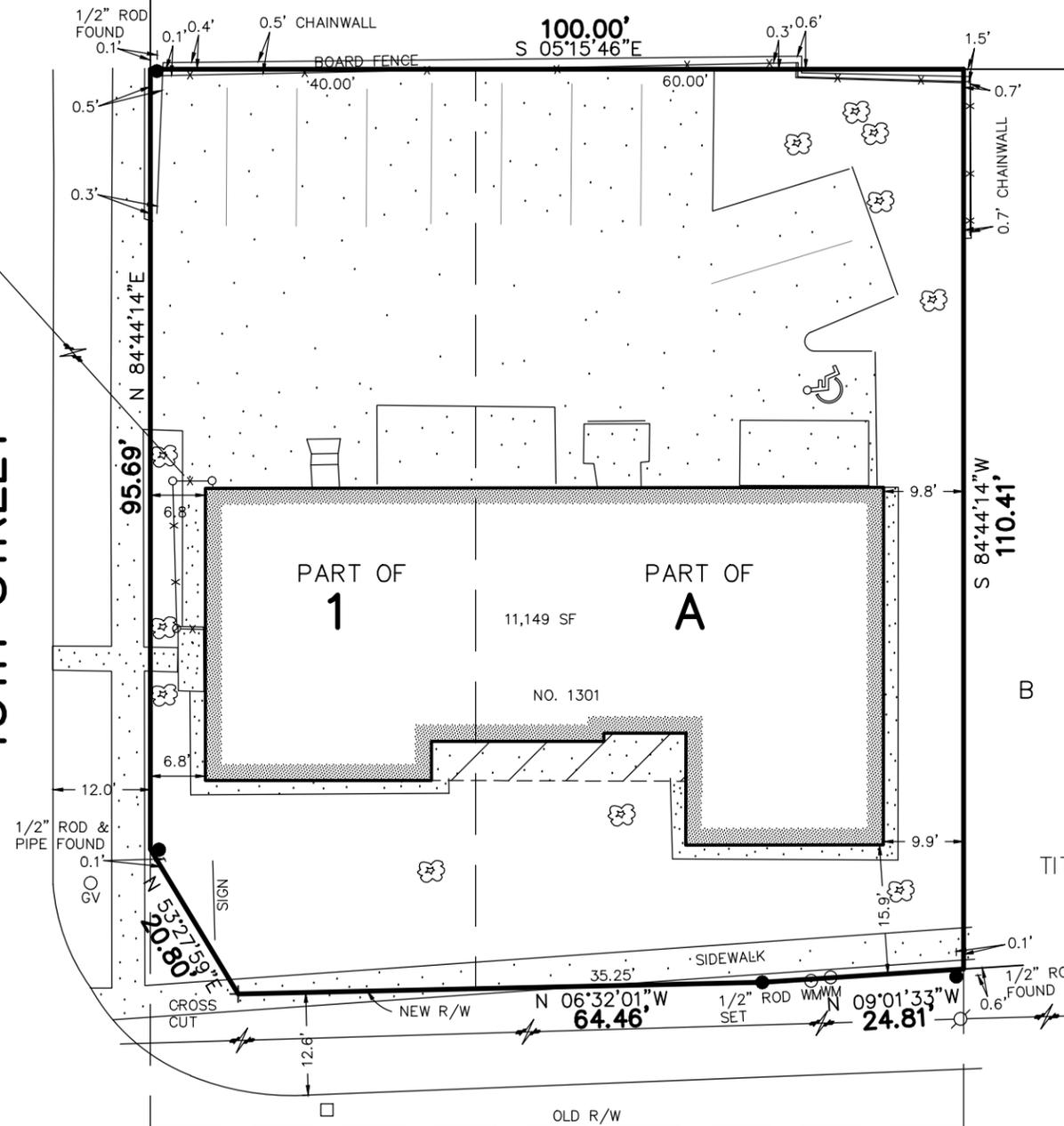
**SQUARE A  
FLORHAZE SUBDIVISION  
JEFFERSON PARISH, LA**

**AVENUE G (SIDE)**

**13TH STREET**

**14TH STREET (SIDE)**

**BARATARIA BOULEVARD**



A CERTAIN PORTION OF GROUND LOCATED IN SQUARE A, FLORHAZE SUBDIVISION, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY BARATARIA BLVD, 13TH STREET, AVENUE G, AND 14TH STREET, DESIGNATED AS PART OF LOTS 1 AND A AND DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF BARATARIA BOULEVARD AND THE SOUTHERLY RIGHT OF WAY LINE OF 13TH STREET AND GO NORTH 84°44'14\"

ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC DATED JANUARY 14, 2015 AND CONTAINING 11,149 SQUARE FEET.

TITLE COMMITMENT NOT FURNISHED

**ALTA/ACSM LAND TITLE SURVEY**

DATE: JANUARY 14, 2015

TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 14, 2015  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

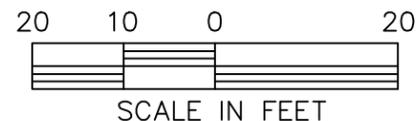
**LEGEND**

- S — SEWER LINE
- W — WATER LINE
- G — GAS LINE
- OVERHEAD UTILITY LINES
- ⊗ — GAS METER
- ⊙ — GAS VALVE
- ⊙ — WATER METER
- ⊙ — WATER VALVE
- ⊙ — FIRE HYDRANT
- ⊙ — DRAIN CLEANOUT
- ⊙ — SEWER CLEANOUT
- ⊙ — POWER POLE
- ANCHOR
- ⊗ — LIGHT POLE
- ⊙ — DOWNSPOUT

REFERENCE:  
SURVEY BY GKC DATED FEB 16, 2004  
BARATARIA BLVD R/W PLANS DATED JAN 26, 1968

BEARINGS ARE BASED ON RECORD BEARINGS.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.



**DUFRENE SURVEYING & ENGINEERING INC.**  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-6390 PH.  
504-368-6394 FAX  
dufrene@dsinc.net

STATE OF LOUISIANA  
TILDON J. DUFRENE, JR.  
License No. 04563  
PROFESSIONAL  
LAND SURVEYOR  
*Tildon J. Dufrene*  
1-4997-S2  
14-000973 ks marr\florhaze\sqa-1t1,A(alta).dwg

**EXHIBIT “B-8”**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT “A-18”**

(see attached)

LOT H-301J  
 AMES FARMS  
 JEFFERSON PARISH, LA

DEUTSCH ROAD (SIDE)

H-301H  
 NOT A PART

H-301J  
 64,001 SF  
 VACANT

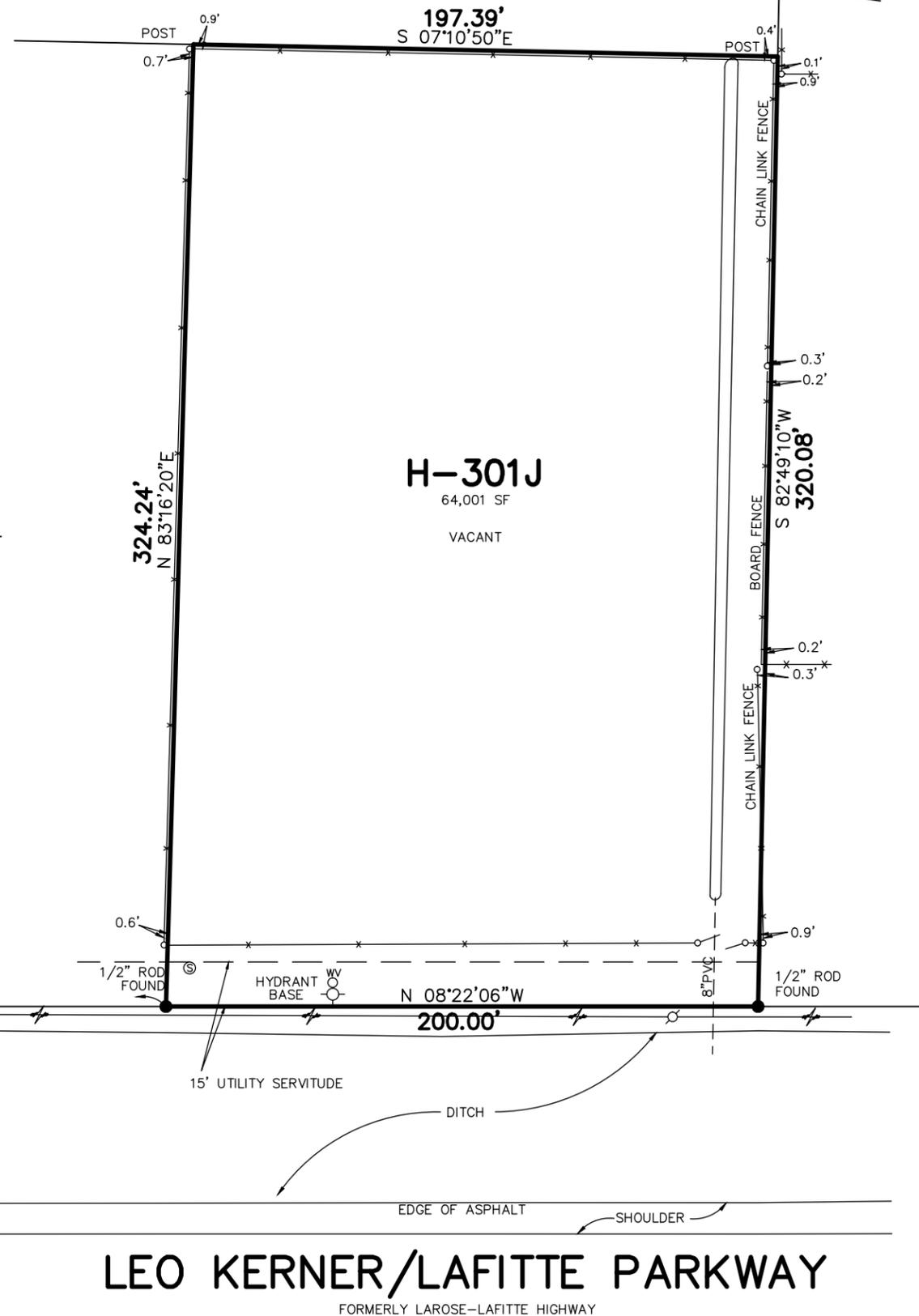
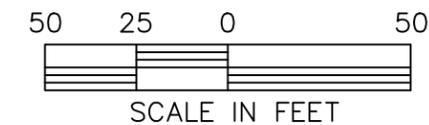
BARATARIA BLVD

ST. JUDE PLACE (SIDE)

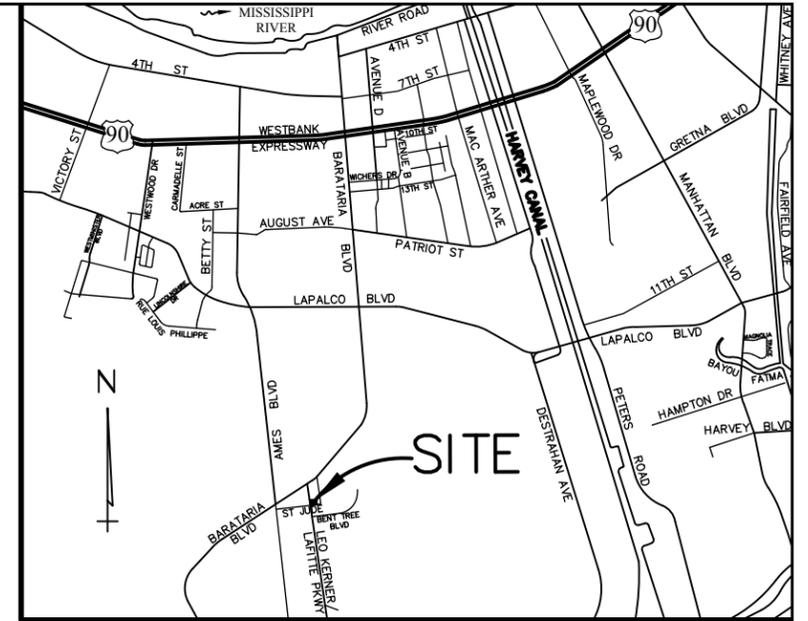
BEARINGS ARE BASED ON RECORD BEARINGS

REFERENCE: SUBDIVISION PLAN BY DUFRENE SURVEYING & ENGINEERING, INC, DATED SEPTEMBER 6, 2000.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.



LEO KERNER/LAFITTE PARKWAY  
 FORMERLY LAROSE-LAFITTE HIGHWAY



THE PROPERTY IS LOCATED IN FIA FLOOD ZONE X. COMMUNITY NUMBER 225199, PANEL NUMBER 0135E, DATED MARCH 23, 1995.

NOTE: TITLE COMMITMENT NOT FURNISHED

ALTA/ACSM LAND TITLE SURVEY

DATE: DECEMBER 16, 2014

TO: LCMS  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: DECEMBER 16, 2014  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

DUFRENE SURVEYING & ENGINEERING INC.  
 1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
 504-368-6390 PH.  
 504-368-6394 FAX  
 dufrene@dseinc.net



*Tildon J. Dufrene, Jr.*  
 T-4985-S2

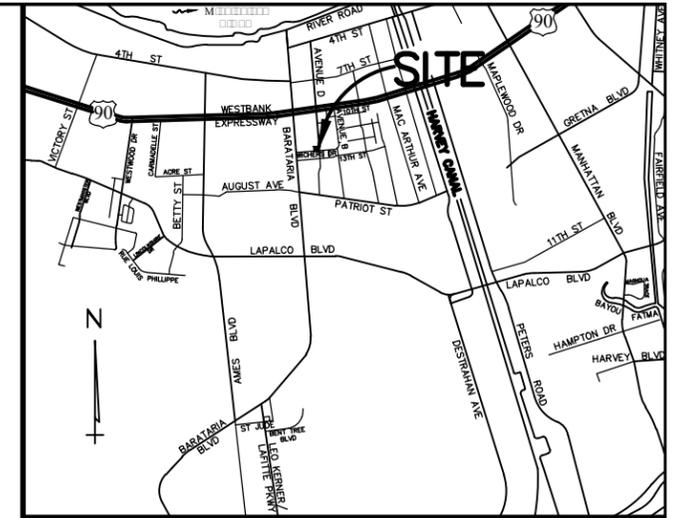
**EXHIBIT “B-9”**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT “A-19”**

(see attached)

LOT Y-3B-3  
 BELL PLANTATION  
 JEFFERSON PARISH, LA.

10TH STREET (SIDE)



THE PROPERTY IS LOCATED IN FIA FLOOD ZONE X.  
 COMMUNITY NUMBER 225199, PANEL NUMBER 0135E, DATED  
 MARCH 23, 1995.

NOTE: TITLE COMMITMENT NOT FURNISHED

A CERTAIN PORTION OF GROUND LOCATED IN BELL PLANTATION, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY MEDICAL CENTER BOULEVARD, WICHERS DRIVE, BARATARIA BOULEVARD, AND 10TH STREET, DESIGNATED AS LOT Y-3B-3 AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WICHERS DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF MEDICAL CENTER BOULEVARD AND GO SOUTH 84°45'05" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF WICHERS DRIVE A DISTANCE OF 365.00 FEET; THENCE GO NORTH 5°14'55" WEST A DISTANCE OF 383.07 FEET; THENCE GO NORTH 84°42'55" EAST A DISTANCE OF 365.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MEDICAL CENTER BOULEVARD; THENCE GO SOUTH 5°14'55" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF MEDICAL CENTER BOULEVARD A DISTANCE OF 383.30 FEET TO THE POINT OF BEGINNING.

ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC. DATED DECEMBER 24, 2014

**ALTA/ACSM LAND TITLE SURVEY**  
 DECEMBER 24, 2014

TO: LCMS  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: DECEMBER 24, 2014  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.

TILDON J. DUFRENE, JR.  
 License No. 04563  
 PROFESSIONAL

LAND SURVEYOR

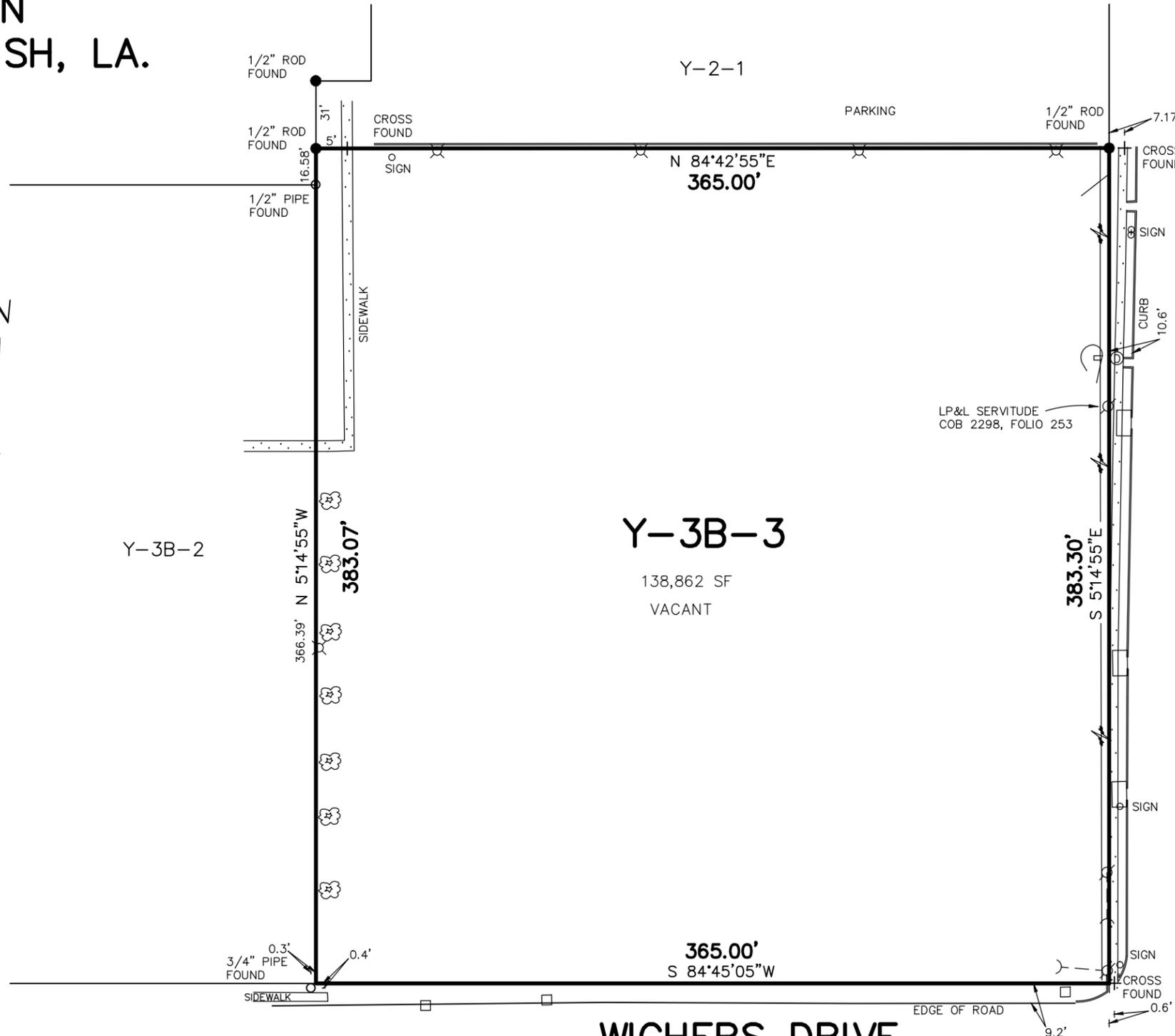
**DUFRENE SURVEYING & ENGINEERING INC.**  
 1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
 504-368-6390 PH.  
 504-368-6394 FAX  
 dufrene@dsinc.net

14-000972 T-4993-S2  
 VL MARRERO\BELL PLANTATION\TY-3B-3(ALTA).DWG

BARATARIA BOULEVARD (SIDE)

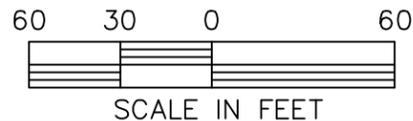
MEDICAL CENTER BOULEVARD

WICHERS DRIVE



**LEGEND**

- OVERHEAD UTILITY LINES
- DRAIN MANHOLE
- FIRE HYDRANT
- POWER POLE
- ANCHOR
- LIGHT POLE



THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

BEARINGS ARE BASED ON THE LOUISIANA COORDINATE SYSTEM OF 1983, SOUTH ZONE.  
 BASED ON GPS OBSERVATIONS.  
 S 84°45'05" W (SHOWN) =  
 S 84°31'10" W (RECORD)

REFERENCE:  
 SURVEY OF LOT Y-2-1, BY DUFRENE SURVEYING & ENGINEERING, INC. DATED DECEMBER 17, 2013.  
 RESUBDIVISION PLAN BY GKC DATED NOVEMBER 15, 2002

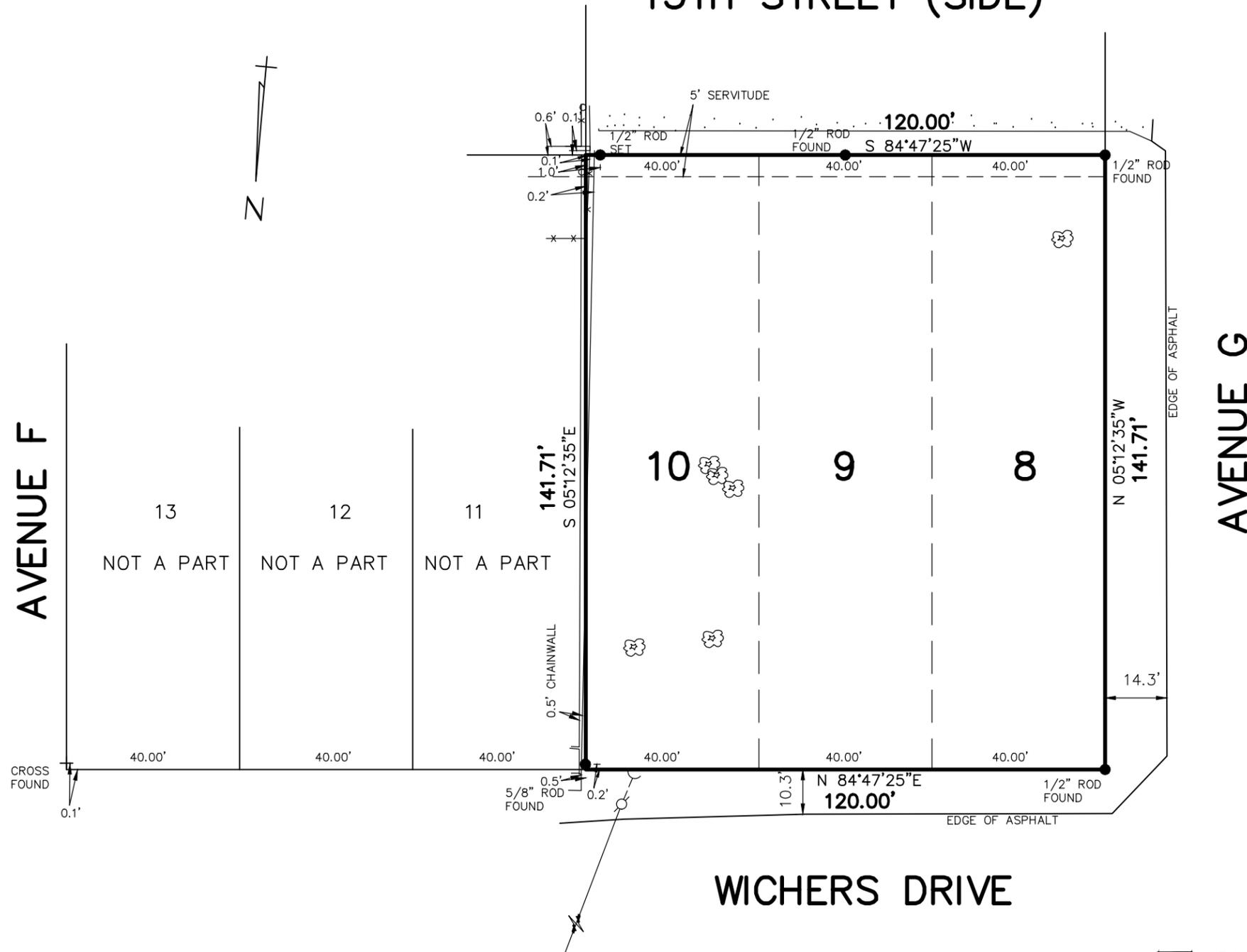
**EXHIBIT “B-10”**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT “A-20”**

(see attached)

SQUARE O  
WICHERS SUBDIVISION  
JEFFERSON PARISH, LA

13TH STREET (SIDE)



TITLE COMMITMENT NOT FURNISHED



A certain portion of ground located in Wickers Subdivision, Square O, Jefferson Parish, Louisiana, in an area bounded by Wichers Drive, Avenue F, 13th Street, and Avenue G, designated as Lots 8, 9, and 10 and described as follows:

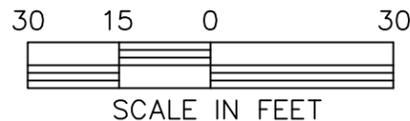
Begin at the intersection of the southerly right of way line of Wichers Drive and the easterly right of way line of Avenue G and go North 84°47'25" East along the southerly right of way line of Wichers Drive a distance of 120.00 feet; thence go South 5°12'35" East a distance of 141.71 feet; thence go South 84°47'25" West a distance of 120.00 feet to the easterly right of way line of Avenue G; thence go North 5°12'35" West along the easterly right of way line of Avenue G a distance of 141.71 feet to the POINT OF BEGINNING.

All as shown on a survey by Dufrene Surveying & Engineering Inc. dated February 2, 2015 and containing 17,005 square feet.

ALTA/ACSM LAND TITLE SURVEY

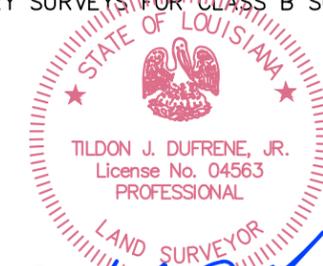
DATE: FEBRUARY 2, 2015

TO: LCMC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: FEBRUARY 2, 2015  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEY.



THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

**DUFRENE SURVEYING & ENGINEERING INC.**  
1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
504-368-6390 PH.  
504-368-6394 FAX  
dufrene@dseinc.net



*Tildon J. Dufrene, Jr.*

T-5006-S2

**EXHIBIT “B-11”**

**SITE PLAN SHOWING LOCATION OF BUILDINGS AND  
STRUCTURES LEGALLY DESCRIBED ON EXHIBIT “A-21”**

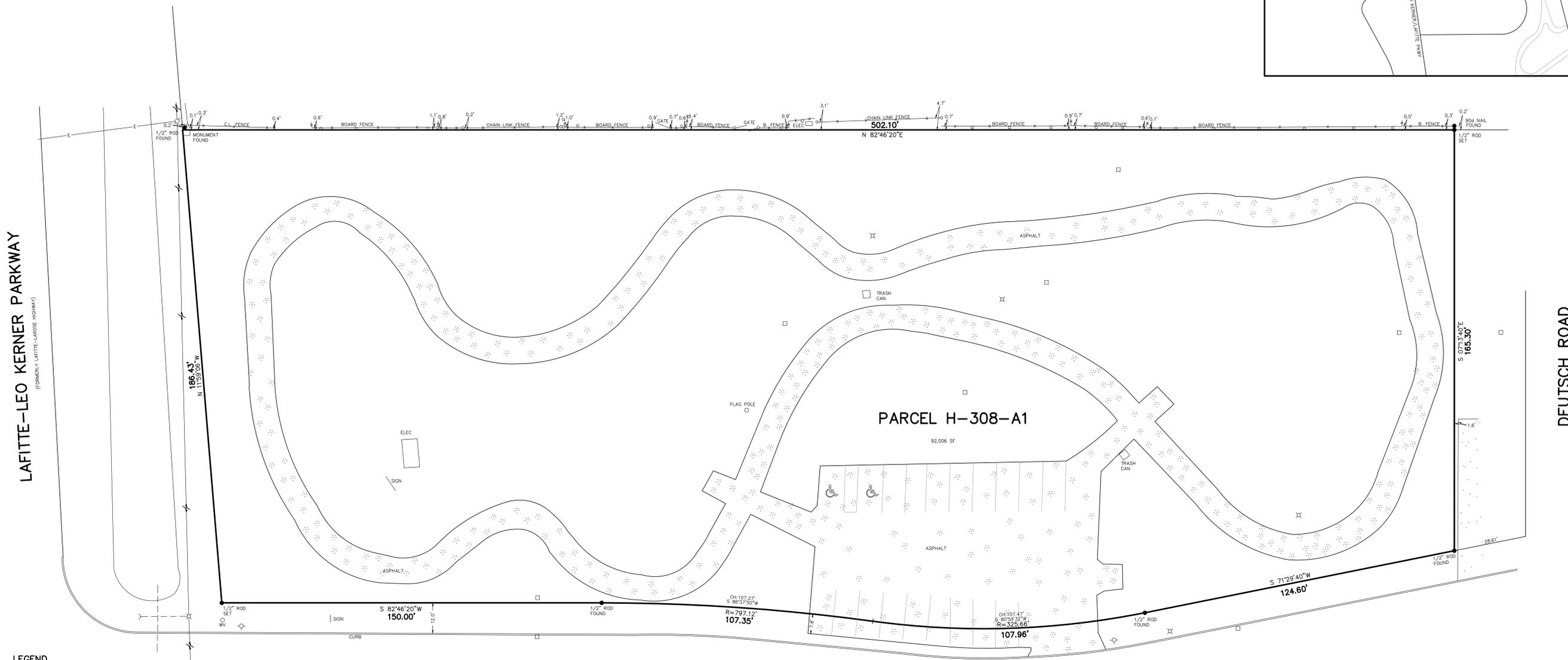
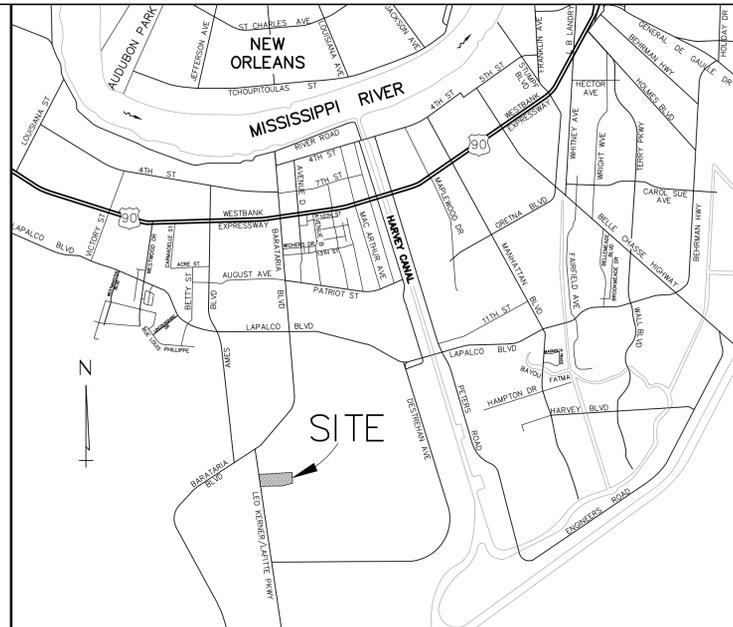
(see attached)

AMES FARMS SUBDIVISION  
JEFFERSON PARISH, LA

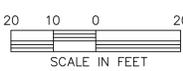


A CERTAIN PORTION OF GROUND LOCATED IN AMES FARMS SUBDIVISION, JEFFERSON PARISH, LOUISIANA, IN AN AREA BOUNDED BY BENT TREE BOULEVARD, LAFITTE-LEO KERNER PARKWAY, TAFFY DRIVE, AND DEUTSCH ROAD, DESIGNATED AS PARCEL H-308-A1 AND DESCRIBED AS FOLLOWS:  
 BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD AND THE EASTERLY RIGHT OF WAY LINE OF THE LAFITTE-LEO KERNER PARKWAY A DISTANCE OF 186.43 FEET; THENCE GO NORTH 82°46'20" EAST A DISTANCE OF 502.10 FEET; THENCE GO SOUTH 71°3'40" EAST A DISTANCE OF 165.30 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD; THENCE GO SOUTH 71°29'40" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD A DISTANCE OF 124.60 FEET TO A POINT OF CURVE; THENCE GO IN A WESTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.66 FEET, AN ARC LENGTH OF 107.96 FEET, AND A CHORD OF 107.47 FEET BEARING SOUTH 80°59'32" WEST TO A POINT OF REVERSE CURVE; THENCE GO IN A WESTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 797.12 FEET, AN ARC LENGTH OF 107.35 FEET AND A CHORD OF 107.27 FEET BEARING SOUTH 86°37'50" WEST TO A POINT OF TANGENCY; THENCE GO SOUTH 82°46'20" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BENT TREE BOULEVARD A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.  
 ALL AS SHOWN ON A SURVEY BY DUFRENE SURVEYING & ENGINEERING INC. DATED JANUARY 12, 2015 AND CONTAINING 92,006 SQUARE FEET.

TAFFY DRIVE (SIDE)



- LEGEND**
- SEWER LINE
  - WATER LINE
  - GAS LINE
  - OVERHEAD UTILITY LINES
  - GAS METER
  - GAS VALVE
  - WATER METER
  - WATER VALVE
  - FIRE HYDRANT
  - DRAIN CLEANOUT
  - SEWER CLEANOUT
  - POWER POLE
  - ANCHOR
  - LIGHT POLE
  - DOWNSPOUT

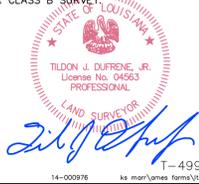


BEARINGS ARE BASED ON RECORD BEARINGS.  
 THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

ALTA/ACSM LAND TITLE SURVEY  
 DATE: JANUARY 12, 2015

TO: LCMC  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, AND 4 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DATE: JANUARY 12, 2015.  
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR CLASS B SURVEYS.

DUFRENE SURVEYING & ENGINEERING INC.  
 1624 MANHATTAN BOULEVARD, HARVEY, LA 70058  
 504-368-8300 PH.  
 504-368-8394 FAX  
 dufrene@desinc.net



T-4995-L  
 14-000976

# EXHIBIT C

## WEST JEFFERSON MEDICAL CENTER FLEET OF VEHICLES & TRAILERS

WEST JEFFERSON MEDICAL CENTER FLEET OF VEHICLES & TRAILERS													
Prepared by Cynthia Peacock			Thursday, January 15, 2015				Note: State Inspected WJ-101,WJ- 61 but have never received the Decal for these last 2 vehicles.						
ID #	Ins Class	Service Radius	Service Type	MAKE	YEAR	DEPT	VIN NUMBER	ACQUIRED	TYPE	GVW	LICENSE #	DECAL #	COST
WJ-35	Non Emerg Van	30 miles	Utility/Haul	Ford E 350 Van	2001	EMS	1FTSS34F61HA73881	02-Feb-01	N/A	7,500	147583 PUBLIC	N/A	42,165.00
WJ-43	Private Pass Other	30 miles	Medical Tx	Ford Expedition	2004	EMS	1FMPU15L34LB16613	13-Oct-04	SPRINT	7,100	194046 PUBLIC	S 01043	29,798.50
WJ-47	Emerg Ambulance	30 miles	Medical Tx	Ford E 450	2007	EMS	1FDXE45P77DA51278	30-Jul-07	III	14,050	187733 PUBLIC	P 12656	99,240.00
WJ-48	Private Pass Other	30 miles	Medical Tx	Ford Expedition	2008	EMS	1FMFU15538LA40023	12-Dec-07	SPRINT	7,100	187748 PUBLIC	S 01044	20,448.00
WJ-49	Emerg Ambulance	30 miles	Medical Tx	Ford E 450	2008	EMS	1FDXE45P98DB26015	22-Oct-08	III	14,500	206614 PUBLIC	P 12657	109,860.00
WJ-50	Emerg Ambulance	30 miles	Medical Tx	Ford E 450	2008	EMS	1FDXE45P98DB26016	Oct 19 08	III	14,500	206615 PUBLIC	P 12658	109,860.00
WJ-52	Emerg Ambulance	30 miles	Medical Tx	Ford E 450	2009	EMS	1FDXE45P89DA79545	21-Sep-09	III	14,500	216008 PUBLIC	P 12660	114,996.00
WJ-53 perm damage	Emerg Ambulance	30 miles	Out of Svs	Ford E 450	2010	EMS	1FDXE4FP2ADA03550	30-Jun-10	Out of Svs	14,500	227206 PUBLIC	P 12661	119,859.00
WJ-54	Emerg Ambulance	30 miles	Medical Tx	Polaris 683cc Engine	2009	EMS	4XARF68A794742902	12-Mar-10	Mini Mod	1,410	N/A	N/A	49,900.00
WJ-55	Emerg Ambulance	30 miles	Medical Tx	Polaris 683cc Engine	2009	EMS	4XARF68A394738670	12-Mar-10	Mini Mod	1,410	N/A	N/A	49,900.00
WJ-56	Emerg Ambulance	30 miles	Medical Tx	Chevrolet GM4500	2011	EMS	1GB6G5CL9B1101225	30-Jan-11	III	17,455	227245 PUBLIC	P 12662	129,734.00
WJ-57	Emerg Ambulance	30 miles	Medical Tx	Chevrolet GM4500	2011	EMS	1GB6G5CL1B1102255	30-Jun-11	III	14,500	227273 PUBLIC	P 12663	133,369.00
WJ-58	Emerg Ambulance	30 miles	Medical Tx	Chevrolet GM4500	2012	EMS	1GB6G5CL81173079	2-Nov-12	III	14,200	216077 PUBLIC	P 12664	134,857.00
WJ-59	Emerg Ambulance	30 miles	Medical Tx	Chevrolet GM4500	2013	EMS	1GB6G5CL9D1170726	28-Aug-13	III	6,300	216079 PUBLIC	P 12665	26,705.00
WJ-60	Private Pass Other	30 miles	Medical Tx	Ford Explorer Police 4WD	2014	EMS	1FM5K8AR3EGB27430	18-Dec-13	SPRINT	14,500	216082 PUBLIC	S 01045	134,857.00
WJ-61	Emerg Ambulance	30 miles	Medical Tx	Chevrolet GM4500	2014	EMS	1GB6G5CL0E1108195	14-Apr-14	BUS	15,737	122002 PUBLIC	N/A	87,950.00
WJ-100	Bus (15-30 pass)	30 miles	Medical Tx	Blue Bird Bus TC2000	1994	EMS	1BAAHCSH5RF054710	03-Aug-93	Comnd Bus	15,737	216072 PUBLIC	N/A	Donated
WJ-101	Bus (>30 pass)	30 miles	Medical Tx	Gillig Transit Bus/Amb	1998	EMS	15GCD2019W1089066	01-Aug-13	Ambulance	39,600	165171 PUBLIC	N/A	12,580.00
EP 01	Medium Truck	30 miles	Utility/Haul	Freightliner	2000	EMS	1FV3GFBCXYHB54612	10-Feb-11	FLATBED	N/A	227236 PUBLIC	N/A	25,908.00
Trailer	Not Applicable	30 miles	Utility/Haul	TBLZ Class 0737	2009	EP	5NHUTBZ299T420812	29-Sep-08	Utility Trail	N/A	L240641 Trailer	N/A	41,878.00
MCI Trailer	Not Applicable	30 miles	Utility/Haul	WEC	2011	JP EP	1WC200J25B1126454	JP Parish Issue	Utility Trail	N/A	227377 PUBLIC	N/A	41,878.00
WJ-105	Courier Haul Things	30 miles	Light Truck	Ford Ranger P.U.	2001	Fam Drs	1FTYR10CX1TA35895	15-Jan-01	Family Drs	6,000	Public 165452	N/A	11,880.00
WJ-111	Mobile Repair Shop	30 miles	Light Truck	Ford Ranger P.U.	2000	Sr Mech	1FTYR10CXYPC17521	12-Sep-00	Mobile Repair	6,000	165171 PUBLIC	N/A	12,580.00
WJ-112	Van with seats (Psych Pts)	30 miles	Patient Transpt	Ford Van E-350	2001	Security	1FBNE31L91HA90659	18-Jan-01	N/A	9,100	Public 165451	N/A	20,155.00
WJ-113	Light Truck	30 miles	Service	Ford Ranger P.U.	2002	POB	1FTYR10U02PB71875	21-Nov-02	N/A	6,000	Public 181996	N/A	12,758.00
WJ-114	Light Truck	30 miles	Service	Ford F-150 P.U.	2004	Maint	2FTRF17W74CA11632	21-Jan-04	N/A	6,050	Public 186972	N/A	13,641.00
WJ-115	Light Truck	30 miles	Sweeper	Toyota Tundra	2004	POB	5TBJN32164S440023	18-Mar-04	N/A	6,000	Public 165276	N/A	45,800.00
WJ-116	Van with seats (Psych Pts)	30 miles	Patient Transpt	Ford E350 Van	2004	Security	1FBSS31LX4HA89763	28-Apr-04	N/A	9,100	Public 165277	N/A	18,249.00
WJ-117	Van no seats	30 miles	Service	Ford E350 Van	2004	Maint	1FTSE34L34HA97248	14-Jun-04	N/A	9,100	Public 165281	N/A	19,437.85
WJ-118	Med Truck delivery off-site clinics	30 miles	Service	Ford Truck	2005	Purchasing	1FDWE35L45HA24161	18-Nov-04	N/A	11,500	Public194090	N/A	18,922.50
WJ-119	Light Truck	30 miles	Patrol Property	Ford Ranger P.U.	2006	Security	1FTYR14U86PA43237	2-Mar-06	N/A	6,000	Public 194360	N/A	14,967.50
WJ-120	Light Truck	30 miles	Patrol Property	Ford Ranger P.U.	2006	Security	1FTYR14U36PA61693	2-Mar-06	N/A	6,000	Public 194359	N/A	14,799.50
WJ-121	Van no seats	30 miles	Service	Ford E350 Van	2007	Maint	1FBSS31L36DB38182	2-Nov-06	N/A	9,100	Public 201551	N/A	23,635.50
WJ-124	Light Truck	30 miles	Service	Ford Explorer	2010	Security	1FMU6DE0AUA63057	28-Apr-10	N/A	7,100	Public 215760	N/A	21,332.00
WJ-125	Shuttle	30 miles	Transpt to Parked C	Shuttle	2010	Security	5ASGSHA49AF051502	28-Apr-10	Elec Motor	1,560	Public 229059	N/A	16,979.00
WJ-126	Shuttle	30 miles	Transpt to Parked C	Shuttle	2010	Security	5ASGRGA49AF051506	28-Apr-10	Elec Motor	1,208	Public 229061	N/A	13,909.00
WJ-127	Shuttle	30 miles	Transpt to Parked C	Shuttle	2010	Security	5ASGSHA45AF051500	28-Apr-10	Elec Motor	1,560	Public 229060	N/A	N/A
WJ-128	Shuttle	30 miles	Transpt to Parked C	Shuttle	2010	Security	5ASGRGA45AF051504	28-Apr-10	Elec Motor	1,208	Public 229058	N/A	N/A

# EXHIBIT D

**EXHIBIT “D”**

**METHODOLOGY TO COMPUTE CREDIT FOR  
PREPAID RENT PAYMENTS**

Upfront Lease Prepayment: 225,000,000  
 Lease Term (Years): 45  
 Base Annual Rent (Prepayment / Term): 5,000,000

----- See Notes Below -----

	A	B	C	D	E
		Deemed Annual Rent	Remaining Prepayment	Less: Deemed Annual Rent	Withdrawal Payment due on Lease Termination
Time Period	Inflator				
Year 0	2.00%	-	225,000,000	-	225,000,000
Year 1	2.00%	5,000,000	225,000,000	(5,000,000)	220,000,000
Year 2	2.00%	5,100,000	224,400,000	(5,100,000)	219,300,000
Year 3	2.00%	5,202,000	223,686,000	(5,202,000)	218,484,000
Year 4	2.00%	5,306,040	222,853,680	(5,306,040)	217,547,640
Year 5	2.00%	5,412,161	221,898,593	(5,412,161)	216,486,432
Year 6	2.00%	5,520,404	220,816,161	(5,520,404)	215,295,757
Year 7	2.00%	5,630,812	219,601,672	(5,630,812)	213,970,860
Year 8	2.00%	5,743,428	218,250,277	(5,743,428)	212,506,849
Year 9	2.00%	5,858,297	216,756,985	(5,858,297)	210,898,689
Year 10	2.00%	5,975,463	215,116,662	(5,975,463)	209,141,200
Year 11	2.00%	6,094,972	213,324,023	(6,094,972)	207,229,051
Year 12	2.00%	6,216,872	211,373,632	(6,216,872)	205,156,761
Year 13	2.00%	6,341,209	209,259,896	(6,341,209)	202,918,687
Year 14	2.00%	6,468,033	206,977,061	(6,468,033)	200,509,028
Year 15	2.00%	6,597,394	204,519,208	(6,597,394)	197,921,814
Year 16	2.00%	6,729,342	201,880,251	(6,729,342)	195,150,909
Year 17	2.00%	6,863,929	199,053,927	(6,863,929)	192,189,999
Year 18	2.00%	7,001,207	196,033,799	(7,001,207)	189,032,592
Year 19	2.00%	7,141,231	192,813,243	(7,141,231)	185,672,012
Year 20	2.00%	7,284,056	189,385,452	(7,284,056)	182,101,397
Year 21	2.00%	7,429,737	185,743,424	(7,429,737)	178,313,688
Year 22	2.00%	7,578,332	181,879,961	(7,578,332)	174,301,630
Year 23	2.00%	7,729,898	177,787,662	(7,729,898)	170,057,764
Year 24	2.00%	7,884,496	173,458,919	(7,884,496)	165,574,423
Year 25	2.00%	8,042,186	168,885,911	(8,042,186)	160,843,725
Year 26	2.00%	8,203,030	164,060,599	(8,203,030)	155,857,569

	A	B	C	D	E
		Deemed	Remaining	Less:	Withdrawal
Time Period	Inflator	Annual	Prepayment	Deemed	Payment
		Rent		Annual Rent	due
					on Lease
					Termination
Year 27	2.00%	8,367,091	158,974,721	(8,367,091)	150,607,630
Year 28	2.00%	8,534,432	153,619,783	(8,534,432)	145,085,351
Year 29	2.00%	8,705,121	147,987,058	(8,705,121)	139,281,936
Year 30	2.00%	8,879,223	142,067,575	(8,879,223)	133,188,352
Year 31	2.00%	9,056,808	135,852,119	(9,056,808)	126,795,311
Year 32	2.00%	9,237,944	129,331,217	(9,237,944)	120,093,273
Year 33	2.00%	9,422,703	122,495,138	(9,422,703)	113,072,436
Year 34	2.00%	9,611,157	115,333,884	(9,611,157)	105,722,727
Year 35	2.00%	9,803,380	107,837,182	(9,803,380)	98,033,802
Year 36	2.00%	9,999,448	99,994,478	(9,999,448)	89,995,030
Year 37	2.00%	10,199,437	91,794,930	(10,199,437)	81,595,494
Year 38	2.00%	10,403,425	83,227,404	(10,403,425)	72,823,978
Year 39	2.00%	10,611,494	74,280,458	(10,611,494)	63,668,964
Year 40	2.00%	10,823,724	64,942,343	(10,823,724)	54,118,619
Year 41	2.00%	11,040,198	55,200,992	(11,040,198)	44,160,793
Year 42	2.00%	11,261,002	45,044,009	(11,261,002)	33,783,007
Year 43	2.00%	11,486,222	34,458,667	(11,486,222)	22,972,445
Year 44	2.00%	11,715,947	23,431,894	(11,715,947)	11,715,947
Year 45	2.00%	11,950,266	11,950,266	(11,950,266)	0

**Column A** - Calculation based on Inflator of 2.00% annually.

**Column B** - Represents the Deemed Annual Rent adjusted based upon the Inflator.

**Column C** - Represents the annual and future value of lease prepayments available to offset remaining amounts due under the lease. Future value of any unused lease prepayments is adjusted based upon the Inflator.

**Column D** - Deemed Annual Rent applied against remaining lease amounts due.

**Column E** - Unamortized lease prepayment due LCMC under applicable termination provisions.

Note: The calculations contained herein will be revised using the same methodology upon determination of any Renewal Term Rent to be paid for a Renewal Term. Once such revision has been agreed upon, an update to this Exhibit shall be attached to the Master Hospital Lease.

# EXHIBIT E

**EXHIBIT “E”**

**FORM OF ESTOPPEL CERTIFICATE**

This Estoppel Certificate is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, to and for the benefit of \_\_\_\_\_, its successors and assigns and [add lender or other third Party as applicable] and its successors and assigns.

**RECITALS**

A. Jefferson Parish Hospital Service District No. 1, d/b/a West Jefferson Medical Center, a public constitutional corporation of the State of Louisiana and West Jefferson Medical Center, LLC, a Louisiana nonprofit corporation (“**WJH**”) are Parties to that certain Master Hospital Lease dated as of \_\_\_\_\_, 2014 (“**Lease**”). Terms not otherwise defined herein shall have the meanings provided for in the Lease.

B. The Lease provides that each of WJH and District shall, from time to time, upon request by any Party to the Lease, execute, acknowledge and deliver to such Party, its respective mortgagee, purchaser or any other third Party designated by such Party, an estoppel certificate in the form set forth in the Lease.

C. \_\_\_\_\_ has requested that \_\_\_\_\_ and \_\_\_\_\_ execute and deliver this Estoppel Certificate, which may be relied upon by \_\_\_\_\_ and \_\_\_\_\_ and their respective successors and assigns.

NOW THEREFORE, [each of] the undersigned hereby certifies as follows:

1. The Lease is in full force and effect as of the date hereof. A true, accurate and complete copy of the Lease is attached hereto as Exhibit A, and there are no amendments or modifications of any kind to the Lease except as attached hereto. The Lease, including the Recitals and the Exhibits attached thereto, constitutes the entire agreement of the Parties to the Lease with respect to the subject matter thereof, and all terms and conditions agreed to among the Parties thereto with respect to the subject matter of the Lease are contained therein, subject to the Cooperative Endeavor Agreement.

2. No [**WJH Event of Default**] [**District Event of Default**] exists under the Lease, and the undersigned representative of \_\_\_\_\_ has no personal knowledge of, (i) any facts or circumstances that exist which, with the passage of time, or the providing of notice, or both, would constitute a [**WJH Event of Default**] [**District Event of Default**] under the Lease; and (ii) any defenses to the performance of any obligations of the undersigned under the Lease. No notice of termination of the Lease has been given or received to the personal knowledge of the undersigned representative of \_\_\_\_\_.

3. As of the date hereof, to the personal knowledge of the undersigned representative of \_\_\_\_\_, WJH is in possession of and occupying the Leased Premises pursuant to the terms and provisions of the Lease.

4. To the best knowledge of the undersigned representative, WJH is current with respect to all Rent and other charges due and owing under the Lease through the date hereof. WJH has paid to District Advance Rent payments in the aggregate amount of \$\_\_\_\_\_ as required by Section 3.6 of the Lease. Based on the Advance Rent payment made by WJH of \$\_\_\_\_\_, the base Rent payments have been paid for the first 45 years of the Term.

5. The Term commenced on \_\_\_\_\_ and the Term will expire on \_\_\_\_\_, subject to WJH's right to renew the Lease for two Renewal Terms of fifteen (15) years each, as set forth in Section 2.8 of the Lease.

6. The undersigned has not transferred its interest in the Leased Premises or pledged, assigned, or mortgaged any interest in the Leased Premises [**except as described on Exhibit B attached hereto**].

7. The undersigned representative of \_\_\_\_\_ has no personal knowledge of any existing or threatened foreclosure, deed in lieu of foreclosure, condemnation, taking or any similar proceeding relating to the Leased Premises or any portion thereof.

8. This Estoppel Certificate has been duly authorized, executed and delivered by the undersigned, with the understanding that it will be relied upon by \_\_\_\_\_ and \_\_\_\_\_ and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate as of the date first written above.

**[ADD SIGNATURE BLOCKS FOR PARTIES  
REQUESTED TO EXECUTE ESTOPPEL  
CERTIFICATE]**

# EXHIBIT F

**EXHIBIT “F”**

**DISTRICT TRADE NAMES**

1. Jefferson Parish Hospital Service District No. 1, Parish of Jefferson, State of Louisiana
2. Jefferson Parish Hospital District No 1, State of Louisiana, dba West Jefferson Medical Center
3. Hospital Service District No. 1 of Jefferson, dba West Jefferson Medical Center
4. Hospital Service District No. 1 of Jefferson Parish (West Jefferson General Hospital)
5. Hospital Service District No. 1 of Jefferson Parish, Louisiana
6. Hospital Service District No. 1 (West Jefferson General Hospital)
7. Hospital Service District No. 1 of Jefferson Parish (West Jefferson Hospital)
8. The Parish of Jefferson, in the name of Hospital Service District No. 1
9. Jefferson Parish Hospital Service District No. 1, Parish of Jefferson, State of Louisiana, dba West Jefferson Medical Center
10. Jefferson Parish Hospital District No. 1, dba West Jefferson Medical Center
11. Hospital Service District No. 1 of Jefferson Parish, dba West Jefferson Medical Center
12. Jefferson Parish Hospital District No. 1, Parish of Jefferson, State of Louisiana dba West Jefferson Medical Center
13. Hospital Service District No. 1, dba West Jefferson Medical Center