

TERMINATION AND RELEASE AGREEMENT

This Termination And Release Agreement (this “Agreement”) is made and entered into effective as of _____, 2018 (the “Termination Effective Date”), by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana (“LSU”), the State of Louisiana through the Division of Administration (the “State”), the Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation (“BRF”), BRF Hospital Holdings, L.L.C., a Louisiana limited liability company (“BRFHH”), BRFHH Shreveport, L.L.C., a Louisiana limited liability company (“BRFHH Shreveport”), University Health Shreveport, LLC, a Louisiana limited liability company to which BRFHH Shreveport has transferred all of its assets, liabilities and employees relating to the Shreveport Hospital (as defined below) (“New Shreveport”), and BRFHH Monroe, L.L.C., a Louisiana limited liability company (“BRFHH Monroe”). LSU, the State, BRF, BRFHH, BRFHH Shreveport, New Shreveport, and BRFHH Monroe are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” BRF, BRFHH, BRFHH Shreveport, New Shreveport, and BRFHH Monroe are sometimes collectively referred to as the “BRF Parties.”

RECITALS

WHEREAS, LSU, the State, BRF, and BRFHH (collectively the “CEA Parties”) are parties to that certain Amended And Restated Cooperative Endeavor Agreement effective September 30, 2013 (together with any amendments and supplements thereto, the “CEA”); and

WHEREAS, pursuant to the CEA, BRFHH agreed to own and operate through BRFHH Shreveport and BRFHH Monroe, respectively, the hospital businesses conducted in certain hospital facilities and associated outpatient clinics in Shreveport, Louisiana (the hospital business

in Shreveport, the “Shreveport Hospital”) and in Monroe, Louisiana (the hospital business in Monroe, “E.A. Conway”). The Shreveport Hospital and E.A. Conway are sometimes collectively referred to herein as the “Hospitals”; and

WHEREAS, to operationalize their respective commitments and obligations under the CEA, certain of the CEA Parties and BRFHSH Shreveport and BRFHSH Monroe, as the case may be, executed the Ancillary Agreements (as defined in Section 2 below); and

WHEREAS, BRFHSH Shreveport and BRFHSH Monroe have been owning and operating the Hospitals continuously since the effective date of the CEA; and

WHEREAS, the Parties have agreed to terminate the CEA and the Ancillary Agreements and all of their respective rights and obligations set forth therein; and

WHEREAS, in anticipation of such termination (i) BRFHSH Shreveport has, as set forth in more detail in that certain Asset Transfer Agreement by and between BRFHSH Shreveport and New Shreveport, transferred all of its assets, liabilities, and employees to New Shreveport, LLC, a subsidiary of BRFHSH, except for the W-K Claims (as defined below) and the LSU Payment as defined in the Settlement Agreement (described in Section 2.20 below) which will remain with BRFHSH Shreveport, a direct subsidiary of BRF and (ii) LSU and Ochsner Clinic Foundation, doing business as Ochsner Health System (“Ochsner”) have established OLHS-NL to, among other things, acquire BRFHSH pursuant to a Membership Interest Transfer Agreement (the “MITA”) dated as of _____, 2018, between BRF and OLHS-NL and thereby indirectly own and operate the Hospitals; and

WHEREAS, nothing in this Agreement is intended to restrict or impair the W-K Claims or any actions taken by or on behalf of BRFHSH Shreveport or BRF in connection with the W-K Claims.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein below, the Parties agree as follows:

1. Effectiveness of this Agreement. This Agreement shall not be effective unless and until the Closing under the MITA shall have occurred. Nothing in this Agreement is intended to or shall be construed to modify the terms of the MITA.

2. Termination of CEA and the Ancillary Agreements. As of the Termination Effective Date, and conditioned on the Closing under the MITA having occurred, the CEA and the agreements identified in Subsections 2.1 – 2.10 below (inclusive) (the “Ancillary Agreements”), including all amendments and supplements thereto, are, to the extent not previously terminated, terminated and all of the terms, conditions, provisions, rights, responsibilities, and obligations therein are extinguished. For clarity, the Ancillary Agreements are:
 - 2.1. The Amended And Restated Cooperative Endeavor Agreement effective September 30, 2013, by and among the CEA Parties;
 - 2.2. Memorandum of Understanding between BRF, BRFHH, LSU, and the State, effective September 8, 2016;
 - 2.3. The Master Hospital Lease Agreement effective September 30, 2013, by and among LSU, the State, the Division of Administration, and BRFHH (the “Master Hospital Lease”);
 - 2.4. The Equipment Lease Agreement effective September 30, 2013, by and between LSU and BRFHH (the “Equipment Lease”);
 - 2.5. The IT Agreement by and between LSU and BRFHH effective October 1, 2013;
 - 2.6. Master IT Transition Services Agreement by and between LSU, BRFHH, BRFHH Shreveport, and BRFHH Monroe, dated July 1, 2014;
 - 2.7. Master Collaborative Agreement by and between LSU, BRFHH, BRFHH Shreveport, and BRFHH Monroe, dated October 1, 2013;

- 2.8. The Remittance Agreement by and among LSU and BRFH Shreveport effective October 1, 2013;
- 2.9. The Remittance Agreement by and among LSU and BRFH Monroe effective October 1, 2013; and
- 2.10. The Assignment And Assumption Agreement by and between LSU and BRFF effective October 1, 2013 (the "Assignment Agreement").

For clarity, the Ancillary Agreements do not include any of the agreements identified in Subsections 2.11 – 2.22 (collectively the "Excluded Agreements"), none of which is terminated, modified, or otherwise affected hereby:

- 2.11. The Professional Services Agreement For Physician, Teaching And Medical Administrative Services by and among LSU, BRFH, and BRFH Shreveport, effective October 1, 2013 (the "Shreveport PSA");
- 2.12. Holdover Agreement to the Shreveport PSA, effective July 1, 2017(the "Shreveport Holdover Agreement");
- 2.13. The Physician Services Agreement by and among LSU and BRFH Monroe effective October 1, 2013 (the "Monroe PSA");
- 2.14. Holdover Agreement to the Monroe PSA, effective July 1, 2017 (the "Monroe Holdover Agreement");
- 2.15. The Allied Health Professionals Services Agreement by and between LSU and BRFH Shreveport effective October 1, 2013;
- 2.16. The Allied Health Professionals Services Agreement by and between LSU and BRFH Monroe effective October 1, 2013;
- 2.17. The Resident Support Agreement by and between LSU and BRFH Shreveport effective October 1, 2013;
- 2.18. The Resident Support Agreement by and between LSU and BRFH Monroe effective October 1, 2013;
- 2.19. The MITA;
- 2.20. The Settlement Agreement by and between LSU and BRFH effective October 1, 2018 (the "Settlement Agreement");
- 2.21. The existing lease for the Virginia K. Shehee Biomedical Research Institute between BRF and LSU; and

2.22. Any agreements between BRF and its affiliates and BRFHH, BRFHH Shreveport, New Shreveport, or BRFHH Monroe, to which neither LSU nor the State are party.

For the avoidance of doubt, the Excluded Agreements identified in Subsections 2.11-2.18 are terminated under the Settlement Agreement.

3. Resolution of Disputed Claims. As of the Termination Effective Date, the Parties have certain outstanding claims that are disputed between them (the “Disputed Claims”), including without limitation: (a) certain claims of LSU against certain of the BRF Parties related to professional and other services under the CEA and Ancillary Agreements, (b) certain claims of LSU against BRFHH Shreveport for reimbursement of costs incurred responding to a subpoena issued by BRFHH Shreveport in the lawsuit *BRFHH Shreveport, L.L.C. and Vantage Health Plan, Inc. v. Willis-Knighton Medical Center*, case number 15-2057 in the United States District Court for the Western District of Louisiana, Shreveport Division (the “Antitrust Litigation”), (c) certain claims of LSU against the BRF Parties related to the funding of endowed chairs at LSU under that certain Settlement In Lieu Of Arbitration agreement dated November 17, 2016, and (d) certain claims of the BRF Parties against LSU resulting from billing of physician and other services, which claims are presently pending in arbitration proceedings between them. All of the Disputed Claims asserted by the respective Parties are in good faith disputed, and no Party admits or has admitted any liability as to any of the Disputed Claims. The Parties also assert that there are legal and equitable arguments that can be made in support of each Party’s position in the dispute of the Outstanding Claims. The Disputed Claims expressly do not include (w) all presently pending, potential and future claims, causes of action, rights of recovery or rights of recoupment of every kind and nature against Willis-Knighton Medical Center and/or its affiliates or successors (“W-K”), including all claims against W-K for damages relating to alleged harm to past Shreveport Hospital

operations and all claims for injunctive relief relating to threatened harm to ongoing and future Shreveport Hospital operations, (x) the claims asserted against W-K in the Antitrust Litigation (together with the claims described in clause (w) above, the “W-K Claims”), (y) any claims to the extent settled and released in the Settlement Agreement, and (z) any claims arising after the Termination Effective Date under the Excluded Agreements ((w) through (z) together the “Excluded Claims”). The Disputed Claims are hereby fully satisfied, resolved, and settled and are expressly subject to the release and covenant not to sue in Section 4 below.

4. Mutual Release. Except as otherwise specifically set forth in this Agreement each Party as a “Releasing Party” hereby releases and forever discharges all of the other Parties and all of their respective officers, directors, board members, employees, agents, consultants, attorneys, insurers, successors, and assigns (the “Released Parties”) from and on account of any and all obligations, claims, demands, costs, expenses, losses, damages, fines, penalties, forfeitures, or liabilities (collectively “Liabilities”) of any nature whatsoever arising under the CEA and/or the Ancillary Agreements prior to the Termination Effective Date, including but not limited to the Disputed Claims, whether or not such claim has been expressly asserted prior to the Termination Effective Date, whether in law or in equity, whether or not based in tort, contract, statute or any other theory of recovery, and whether or not for general, special, compensatory, consequential, punitive, statutory or any other damage, whether or not the Liabilities are for contractual damages, extra contractual damages, statutory claims or penalties, declaratory judgment, or any other legal, equitable, or other claims, whether presently known or unknown, asserted or unasserted, suspected or unsuspected, foreseeable or unforeseeable. For clarity, and without in any way limiting the generality of the

foregoing, the aforementioned release of claims extends to any claims, causes of action, rights of recovery or rights of recoupment of every kind and nature arising prior to the Termination Effective Date against LSU for damages relating to any alleged harm to past Shreveport Hospital operations and all claims arising prior to the Termination Effective Date for injunctive relief against LSU relating to Shreveport Hospital operations, provided, however, that nothing in this Agreement shall impair, release, or discharge BRFHH Shreveport's ability to take discovery of entities and personnel believed to have discoverable information, take depositions of relevant personnel, obtain trial subpoenas and take all other actions in pursuit of the W-K Claims. The Releasing Parties hereby covenant and agree not to sue or institute or cause to be instituted any action in any federal, state, or local agency, court, or other tribunal against any Released Party that is based on the Disputed Claims. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement, including the foregoing release and covenant not to sue, shall (a) release, discharge, or impair the W-K Claims or any action taken against W-K to pursue such claims or the Excluded Claims or (b) release, discharge, or impair any future claims of LSU with a legal basis independent of this Agreement to recover any costs, fees, and expenses that may be incurred by LSU in the Antitrust Litigation or in any other litigation based on the W-K Claims after the Termination Effective Date.

5. Transition Period. Without limiting any of the foregoing terms and provisions of this Agreement or the MITA, the Parties agree to cooperate and collaborate with each other in good faith up to and reasonably beyond the Termination Effective Date (the "Transition Period") to effect a smooth transition of Hospital operations from BRFHH, BRFHH Shreveport, and BRFHH Monroe to OLHS-NL and its subsidiaries and to minimize during

such Transition Period as much as reasonably possible any disruption caused by the termination of the CEA and Ancillary Agreements and other transactions contemplated herein and in the MITA to the operation of the Hospitals, to the treatment of patients and providing of healthcare in the Hospitals, the academic mission and graduate training programs of LSU, and the non-profit mission of BRF; provided that the Parties acknowledge and agree that BRF's and BRFHH Shreveport's pursuit of the W-K Claims shall not be deemed to disrupt the operation of the Hospitals, treatment of patients, provision of healthcare and medical education, or the missions of BRF and LSU.

6. Notices. All notices, communications and deliveries hereunder shall be made in writing signed by or on behalf of the Party making the same, shall specify the Section pursuant to which it is given or being made, and shall be delivered personally or by UPS Next Day Air or other overnight courier service (with evidence of delivery and postage and other fees prepaid) as follows:

To LSU: Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: President

To State: Division of Administration
Claiborne Building
1201 North Third Street
Baton Rouge, Louisiana 70801
Attention: Commissioner

To BRF Parties: Biomedical Research Foundation of Northwest Louisiana
2031 Kings Highway
Shreveport, Louisiana 71103
Attention: President

or to such other representative or at such other address of a Party as such Party may furnish to the other Party in writing. Any such notice, communication or delivery shall be deemed

given or made (a) on the date of delivery, if delivered in person, or (b) on the first (1st) business day following delivery to an overnight courier service.

7. Assignment; Successors in Interest. No assignment or transfer by any Party of such Party's rights and obligations hereunder shall be made except with the prior written consent of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.
8. Controlling Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Louisiana without reference to its choice of law rules. Any proceeding arising out of or relating to this Agreement may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, and each of the parties irrevocably submits to the exclusive jurisdiction of such court in each such proceeding.
9. Amendment. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties.
10. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, each

Party hereby waives any provision of law that renders any such provision prohibited or unenforceable in any respect.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

12. Enforcement of Certain Rights. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such person or entity being deemed a third-party beneficiary hereof.

13. Waiver. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation or condition shall not be construed as a waiver of any other covenant, agreement, obligation or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

14. Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement, including all fees and expenses of its representatives.

15. Presumption Against Scrivener. The Parties agree that this Agreement is the product of the efforts of the Parties and their respective counsel, and as a result, it will not be construed, and no presumption will arise, based upon who drafted the Agreement.

16. No Admission of Liability. Nothing herein is intended to be an admission of liability by a Party.

17. Nature of Negotiation. The Parties represent and acknowledge that this Agreement has been negotiated and agreed to without any consideration whatsoever of the potential volume or value of referrals, past or present, to the Hospitals from LSU, or any physician(s) employed or otherwise engaged by LSU. The Parties represent that the consideration for this Agreement and the releases contained herein have been negotiated at arms' length and determined to be commercially reasonable.

18. Further Assurances. The Parties agree to execute such further releases, consents, notifications and other documents as may be reasonably requested by the other Parties for the purpose of giving effect to, or evidencing or giving notice of, the matters contemplated by this Agreement.

IN WITNESS WHERE, the Parties have caused this Agreement to be duly executed and delivered, as of the date first above written.

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

By: _____
Name: _____
Title: _____

STATE: STATE OF LOUISIANA THROUGH THE DIVISION OF ADMINISTRATION

By: _____
Name: _____
Title: _____

BRF: BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA

By: _____
Name: _____
Title: _____

BRFHH: BRF HOSPITAL HOLDINGS, L.L.C.

By: _____
Name: _____
Title: _____

BRFHH SHREVEPORT:

BRFHH SHREVEPORT, L.L.C.

By: _____
Name: _____
Title: _____

BRFHH MONROE:

BRFHH MONROE, L.L.C.

By: _____
Name: _____
Title: _____

NEW SHREVEPORT:

UNIVERSITY HEALTH SHREVEPORT, LLC

By: _____
Name: _____
Title: _____