

**FIRST AMENDMENT TO LEASE  
(University Medical Center - Lafayette)**

This First Amendment to Lease Agreement (the "Amendment") is made and entered into to be effective the 17th day of May, 2013, by and among the following (each of which is individually referred to as a "Party" and collectively as the "Parties"):

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of a resolution of the Board of Supervisors, adopted October 1, 2014, a copy of which is on file and of record, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "LSU" or "Lessor"),

**DIVISION OF ADMINISTRATION** for the State of Louisiana, acting by and through the Commissioner of Administration (hereafter referred to as the "Division"),

**STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**, herein represented and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 (hereinafter referred to as the "State"), and

**UNIVERSITY HOSPITAL AND CLINICS, INC.**, a Louisiana nonprofit corporation, represented herein by David Callecod, its President/CEO, duly authorized by virtue of a resolution adopted October 13, 2014, a copy of which is on file and of record, with a mailing address of 1214 Coolidge Boulevard, Lafayette, Louisiana 70503 (hereinafter referred to as "UHC" or "Lessee"),

and provides as follows:

**RECITALS**

WHEREAS, the Parties entered into the Lease effective the 17th day of May, 2013, to advance the goals and objectives of the Parties as set forth in the Cooperative Endeavor Agreement (the "Original CEA") by and among Lafayette General Healthcare System, Inc.

("LGHS"), LSU, the Division, the State, and the Louisiana Department of Health and Hospitals ("DHH"), dated as of May 17, 2013; and

WHEREAS, the Parties have agreed to amend and restate the Original CEA for the limited purpose of revising certain funding language and other provisions related thereto contained therein (the "Amended And Restated CEA"); and

WHEREAS, the Parties now wish to amend the Lease as set forth below for the limited purpose of ensuring that the terms and conditions of the Lease remain consistent with the terms of the Amended And Restated CEA.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

1. Article 1 (Leased Premises, Equipment and Term) shall be amended and restated in its entirety to read as follows:

### **ARTICLE I. LEASED PREMISES, EQUIPMENT AND TERM**

For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases the Leased Premises and Equipment unto Lessee, here present and accepting the same, 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 and in the Amended And Restated CEA. The Term of this Lease shall begin on the Commencement Date (as hereinafter defined), and shall continue for five (5) years (the "Initial Term" and together with all extensions, the "Term").

Beginning on the expiration of the fifth (5<sup>th</sup>) year of the Initial Term and continuing on each annual anniversary date thereafter, (each an "Extension Date"), the Term shall automatically be extended for an additional one (1) year period so that after the Initial Term, the Term of this Lease shall be a Rolling One-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if LSU or Lessee provides the other party written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that such party does not intend to extend the Term of this Lease, in which case this Lease will terminate upon expiration of the then current term. Additionally, this Lease shall terminate automatically upon the termination of the Amended And Restated CEA as provided in Section 14.9 of the Amended And Restated CEA. Furthermore, any termination of this Lease shall be subject to any applicable Wind Down Period as defined and set forth in the Amended And Restated CEA.

For the purposes of this Lease, the "Commencement Date" shall mean the 24th day of June, 2013, unless mutually extended by the parties by written consent, which consent shall not be unreasonably withheld.

2. Existing Subsection 14.1 (Default) of the Lease shall be amended by adding new Subsection 14.1(f), which shall be inserted immediately following Subsection 14.1(e) and shall read in its entirety as follows:

(f) the termination of the Amended And Restated CEA under Section 14.8 of the Amended And Restated CEA, or the compelled withdrawal of LGHS as sole member of Lessee under Section 14.8 of the Amended And Restated CEA.

3. Article XIX (Intervention) shall be deleted in its entirety and LGHS shall be removed as a party to the Lease.

4. Defined Terms. Capitalized terms shall have the meanings set forth in the Lease, unless otherwise defined herein. All references in the Lease to the “Cooperative Endeavor Agreement” and the “CEA” shall henceforth mean the Amended And Restated CEA.
5. No Change to Remaining Provisions. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect pursuant to the terms thereof.

*The rest of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates set forth below, to be effective as of May 17, 2013, in the presence of the undersigned competent witnesses:

**WITNESSES:**

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

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

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


F. King Alexander, President  
Louisiana State University System

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

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

**WITNESSES:**

**UNIVERSITY HOSPITAL AND CLINICS, INC.**

  
Printed Name: Gordon E. Royster Jr.

By:   
David Callecod, President/CEO

  
Printed Name: Denise Hebert

Date: 11/20/14

**WITNESSES:**

**STATE OF LOUISIANA, THROUGH THE  
DIVISION OF ADMINISTRATION**

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

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

Kristy H. Nichols, Commissioner

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

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

**WITNESSES:**

**DIVISION OF ADMINISTRATION**

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

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

Kristy H. Nichols, Commissioner

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

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

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**WITNESSES:**

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

Debbie Richards  
Printed Name: Debbie Richards

By: F. King Alexander  
F. King Alexander, President  
Louisiana State University System

Vicki L. George  
Printed Name: Vicki L. George

Date: 10/30/2014

**WITNESSES:**

**UNIVERSITY HOSPITAL AND CLINICS, INC.**

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

By: \_\_\_\_\_  
David Callecod, President/CEO

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

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

**WITNESSES:**

**STATE OF LOUISIANA, THROUGH THE  
DIVISION OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Kristy H. Nichols, Commissioner

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

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

**WITNESSES:**

**DIVISION OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Kristy H. Nichols, Commissioner

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

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

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AND MECHANICAL COLLEGE**

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

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

F. King Alexander, President  
Louisiana State University System

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

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

**WITNESSES:**

**UNIVERSITY HOSPITAL AND CLINICS, INC.**

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

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

David Callecod, President/CEO

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

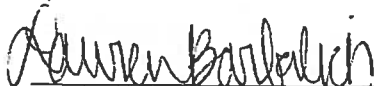
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**WITNESSES:**

**STATE OF LOUISIANA, THROUGH THE  
DIVISION OF ADMINISTRATION**

  
Printed Name: Portia Johnson

By:   
Kristy H. Nichols, Commissioner

  
Printed Name: Lauren Barkalich


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

**WITNESSES:**

**DIVISION OF ADMINISTRATION**

  
Printed Name: Portia Johnson

By:   
Kristy H. Nichols, Commissioner

  
Printed Name: Lauren Barkalich

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