

EXHIBIT A

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



11/19/2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

ONLINE FILING
rbranch@cscinfo.com

WEST JEFFERSON HOLDINGS, LLC

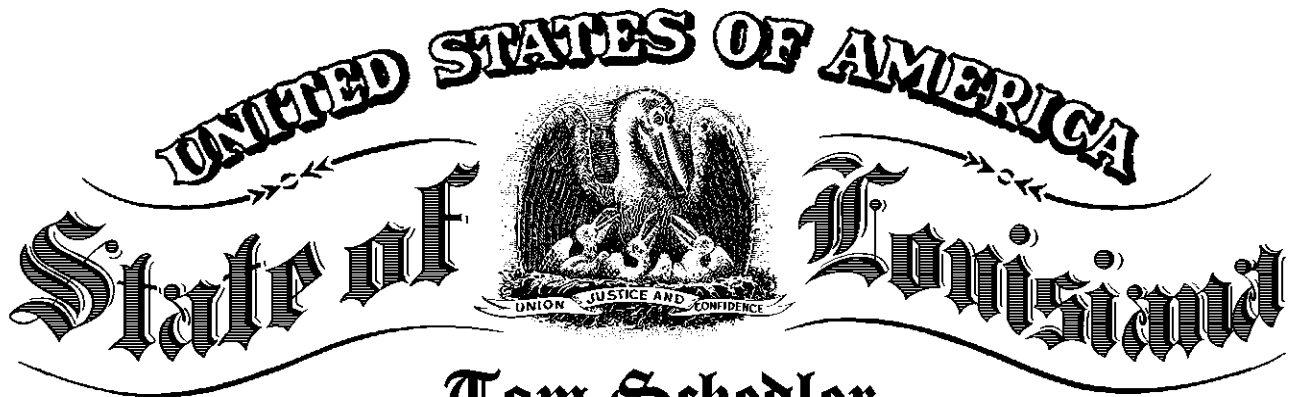
It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

WEST JEFFERSON HOLDINGS, LLC

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on November 19, 2014,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 19, 2014

Secretary of State

WEB 41700948K



Certificate ID: 10546626#5PK73

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
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The attached document of WEST JEFFERSON HOLDINGS, LLC was received and filed on November 19, 2014.

WEB 41700948K

**STATE OF LOUISIANA
ARTICLES OF ORGANIZATION
(R.S. 12:1301)**

1. The name of this limited liability company is: WEST JEFFERSON HOLDINGS, LLC

2. This company is formed for the purpose of: engaging in any lawful activity for which limited liability companies may be formed

3. The duration of this limited liability company is (may be perpetual):
PERPETUAL

4. Other Provisions:

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: STEVEN M. GERENRAICH (11/19/2014)

Title: ORGANIZER

**LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305 (E))**

1. The name of this limited liability company is: WEST JEFFERSON HOLDINGS, LLC

2. The location and municipal address, not a post office box only, of this limited liability company's registered office:

200 HENRY CLAY AVENUE
NEW ORLEANS, LA 70118

3. The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:

CORPORATION SERVICE COMPANY
320 SOMERULOS ST.
BATON ROUGE, LA 70802-6129

4. The name and municipal address, not a post office box only, of the managers or members:

LOUISIANA CHILDREN'S MEDICAL CENTER (Member)
200 HENRY CLAY AVENUE
NEW ORLEANS, LA 70118

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: STEVEN M. GERENRAICH (11/19/2014)

Title: ORGANIZER



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 41700948K

Charter Name: WEST JEFFERSON HOLDINGS, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
11/19/2014	CORPORATION SERVICE COMPANY	MAUREEN CATHELL, AVP

EXHIBIT B

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
WEST JEFFERSON HOLDINGS, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of West Jefferson Holdings, LLC, is made as of the _____ day of _____, 2015, by Louisiana Children’s Medical Center, a Louisiana non-profit corporation (the “Member”) on behalf of West Jefferson Holdings, LLC, a Louisiana limited liability company (the “Company”) and amends and restates that certain Operating Agreement of West Jefferson Holdings, LLC dated as of November 19, 2014.

**ARTICLE I. NAME, LOCATION, NONDISCRIMINATION, CONDUCT OF
COMPANY, DEFINED TERMS**

Section 1. Name; Formation. The name of the Company is “West Jefferson Holdings, LLC”. The Company was formed pursuant to this Agreement and upon the filing of articles of organization of the Company (the “Articles of Organization”) and an initial report with the Secretary of State of the State of Louisiana setting forth the information required by Section 1305 of the Louisiana Limited Liability Company Law (La. R.S. 12:1301 et seq.), as amended from time to time (the “Act”) on [DATE].

Section 2. Location. The principal office of the Company shall be located at 1101 Medical Center Boulevard, Marrero, Louisiana.

Section 3. Nondiscrimination. The Company shall not discriminate on account of race, color, creed, sex, age, or national origin (a) in the acceptance and care of patients, (b) in the appointment, employment and treatment of personnel of any category, or (c) in the selection of Managers or Officers, or the assignment of their duties and responsibilities. The Company shall conduct its operations in accordance with all applicable legal requirements.

Section 4. Conduct of the Company. The Company is organized exclusively for charitable, scientific and educational purposes and to act in conjunction with the charitable, scientific and educational purpose of the Member; and its activities shall be conducted for the aforesaid purpose in such a manner that no part of its net earnings shall be divided among or inure to the benefit of any Officer or Manager of the Company or any private individual or be appropriated for any purposes other than the purposes of the Company; and no substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

Section 5. Defined Terms. As used herein, the terms “Board” and “Board of Managers” refer equally to the Board of Managers, and the terms “Board Members” and “Managers” refer equally to Managers.

ARTICLE II. PURPOSES AND EXERCISE OF POWERS

Section 1. Purposes. The Company has been formed for the purposes set forth in its Articles of Organization. The Company has, as a principal purpose, the operation of the acute care hospital operating under provider number [_____] currently known as the West Jefferson Medical Center (the “Hospital”), and related healthcare operations, as a member of the System (as defined below), pursuant to the Articles of Organization and the reserved powers of the Member as set forth herein and the terms of that certain Cooperative Endeavor Agreement entered into by and among Jefferson Parish Hospital Service District No. 1, Parish of Jefferson, State of Louisiana, d/b/a West Jefferson Medical Center (the “District”), the Company and the Member dated as of [_____] , 2015 (the “Definitive Agreement”).

Section 2. Exercise of Powers. Subject to the limitations set forth in the Articles of Organization, this Agreement and the Definitive Agreement, the Company shall be governed, and its limited liability company powers and privileges shall be exercised, by a Board of Managers which shall have the authority to take such actions as may be necessary or useful for the conduct, governance and maintenance of the Company and the management of its affairs in order to meet all the applicable licensing, statutory, regulatory or accreditation requirements.

ARTICLE III. MEMBERSHIP

Section 1. Member; System. The Member, or its successor-in-interest, shall be the sole member of the Company, with all membership rights conferred by the Act, the Articles of Organization, and this Agreement. The Member, the Company, and the other direct and indirect subsidiaries and affiliates of the Member, including, without limitation, Touro Infirmary (“Touro”), Children’s Hospital (“Children’s”) the University Medical Center Management Corporation (“UMCMC”) and the subsidiaries and affiliates of Touro, Children’s, UMCMC and the Company, are herein referred to as the “System”. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

Section 2. Action by Member. Subject to the limitations set forth in the Definitive Agreement, the Member may authorize or take any action permitted or required of it by the Act, the Articles of Organization, or this Agreement by vote of its Board of Trustees, or by or through any person or persons designated by its Board of Trustees to act on its behalf. Any such authorization or action by the Member shall be filed with the Secretary of the Company. The annual election of the Member’s Board of Trustees shall be considered the annual meeting of the Member, which shall be held in accordance with the terms and provisions of the Member’s Bylaws.

Section 3. Reserved Powers. The Company may authorize or take any of the actions set forth below in this Article III, Section 3 with respect to itself or any subordinate corporation or other entity controlled by the Company (each a “Major Action”), subject to the approval of the Member prior to the authorization or action being taken or made effective:

- 3.1. Approval of annual operating and capital budgets for the Company. The chief executive officer of the Company (the “Chief Executive Officer”) shall consult with the Board of Managers and the president of the System (the “System”).

President”) in connection with the development of such budgets. The Board shall direct and operate the Company and the Hospital consistently with the budgets approved from time to time by the Member.

- 3.2. Approval of all capital expenditures not reflected in a capital budget previously approved by the Member; provided, however, that the Chief Executive Officer of the Company may submit capital expenditures not reflected in such approved capital budget following consultation with the Chair of the Board of Managers of the Company, directly to the Member for approval if there is not adequate time for an approval by the Company’s Board of Managers.
- 3.3. Selection of the independent auditor of the financial accounts of the Company.
- 3.4. Adoption of amendments to this Agreement or the Articles of Organization, provided that all amendments to this Agreement shall be in accordance with Article XIX hereof.
- 3.5. Execution of contracts which bind the Company and which are managed care contracts or exclusive contracts, agreements-not-to-compete or similar arrangements, contracts for management services with potentially significant multi-year budgetary impact, or other multi-year service contracts with potentially significant multi-year budgetary impact.
- 3.6. Borrowing or incurrence of debt in any amount by the Company or any subordinate or affiliated corporation or other entity, other than (i) for purposes of budgetarily approved working capital from a lender which shall have been approved by the Member and pursuant to loan documentation containing the terms and provisions relating to such borrowing approved by the Member, and (ii) debt incurred in the ordinary course of business which is anticipated in and consistent with the annual operating budget or a capital budget which shall have been approved by the Member for the year in which it is incurred.
- 3.7. Subject to Article III, Section 4 of this Agreement and the Articles of Organization of the Company, any voluntary dissolution, merger or consolidation of the Company, or the sale or transfer of all or substantially all of the Company’s assets, or the creation, acquisition or disposal of any subordinated or affiliated corporation or other entity, or the admission of a new member as a member of the Company, or the sale of all or a portion of the Member’s interest in the Company, or entering into any joint venture or other partnership arrangement by the Company or the Member with respect to the Company.
- 3.8. Discontinuance or initiation of a clinical department or departments, services or programs of the Hospital.
- 3.9. Execution of any contract, purchase agreement, or capital lease, whether or not in the approved budget, requiring payments by the Company or any subordinated or affiliated corporation or other entity in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) per annum.

- 3.10. Appointment and/or removal of the Chief Executive Officer of the Company.
- 3.11. Causing any assets of the Company to be transferred, to the extent legally permissible, other than in the ordinary course of conduct of the Company's business, to the Member to advance the charitable purposes of the Member or of an affiliate of the Member.

Notwithstanding the above, the System President shall have the power and authority to approve the compensation of or remove the Chief Executive Officer of the Company; provided, however, that this provision will not apply in the event that the System President and the Chief Executive Officer of the Company are the same individual.

Section 4. Member Authority With Respect to Major Actions.

The Member shall have the reserved power to both approve and, where necessary in the sole judgment of the Member, initiate any Major Action, except, in each case, as may be limited in or by the terms of the Definitive Agreement.

In the normal course, either the Major Action will be recommended by the Board of Managers to the Member, or the Member will request that the Board of Managers consider and make a recommendation to the Member regarding a Major Action. If the Board of Managers recommends a Major Action, then the Member may approve, disapprove or suggest reconsideration or amendment of the Major Action recommended by the Board of Managers. If the Member requests that the Board of Managers initiate, reconsider or amend a Major Action, the Board of Managers shall take such requested action within a reasonable time specified by the Member for such action; provided that, consistent with Section 4 of this Article III, the Member may, at any time, initiate or take any action with respect to the Major Action as it deems appropriate in its sole discretion, notwithstanding any recommendation of the Board of Managers thereon to the contrary. If the Member approves or initiates a Major Action, then the Board of Managers shall cooperate with the Member in implementing and executing the Major Action within such time and in such manner as may be specified by the Member; provided that, consistent with Section 4 of this Article III, the Member shall, at all times, have the sole authority, acting through its designated representative, to serve as attorney-in-fact for and on behalf of the Company, to prepare or cause to be prepared, executed, and delivered, any and all documents, agreements and instruments, and to take any such action, or to cause others to take such action, as shall be deemed by the Member in its sole discretion to be necessary or desirable to effectuate such Major Action in the manner approved by the Member.

The Company shall ensure that the articles and bylaws (or other applicable governance documents) of any subsidiary or affiliated corporation or other entity that the Company controls, reserve to the Member the power and authority to approve and initiate Major Actions on behalf of such subsidiary or affiliated corporation or other entity, on a basis consistent with this Agreement and the Company's Articles of Organization.

Notwithstanding anything contained herein to the contrary, the Board of Managers shall retain all authority required to be held by the manager of a limited liability company under applicable law.

Section 5. Bankruptcy, Dissolution and System Support.

The Member shall have the sole power and authority to (A) initiate any bankruptcy or insolvency action on behalf of the Company; or (B) dissolve the Company to the extent permitted by law; provided that the Company shall also be dissolved upon either (i) the occurrence of any event that terminates the continued membership of the Member without the admission of a successor member to the Company, or (ii) the entry of a decree of judicial dissolution under La. R.S. 12:1335 of the Act.

- 5.1. The Member may, to the extent legally permissible, take such actions to cause assets of the Company to be transferred, other than in the ordinary course of conduct of the Company’s business, to the Member to advance the charitable purposes of the Member or of an affiliate of the Member.
- 5.2. Upon the liquidation or dissolution of the Company, after payment of all of the liabilities of the Company or due provision therefor, all of the assets of the Company shall be disposed of to one (1) or more organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) as shall be approved by the Member.

ARTICLE IV. MANAGEMENT AND BOARD OF MANAGERS

Section 1. Composition. Subject to the reserved powers of the Member as set forth herein, the business and affairs of the Company shall be managed by a board of managers (the “Board of Managers” or the “Board”). The Board of Managers shall initially consist of [fourteen (14)] individuals (each a “Manager”) composed of the following:

- 1.1. Two (2) Managers who shall be designated by the Member as representatives of the System (the “System Representatives”).
- 1.2. One (1) *ex officio* voting Manager who shall be the Chief Executive Officer of the Company.
- 1.3. One (1) *ex officio* non-voting Manager who shall be the President of the Medical Staff of any hospital operated by the Company.
- 1.4. [Ten (10)] additional Managers.

The Managers described in Article IV, Section 1.4 shall be referred to as the “Elected Managers” and shall not be deemed *ex-officio* for any purposes hereunder. The Member may, in its sole discretion from time to time, expand the Board to include additional Managers (“LCMC Appointed Managers”), who shall be appointed by the Member in its sole discretion.

Section 2. Classification, Election and Tenure. The initial Elected Managers shall be the individuals set forth on Exhibit A attached hereto, all of whom were members of the Board of Directors of the District immediately prior to the close of the Definitive Agreement, and the initial term of each such initial Elected Manager shall expire on the date set forth opposite such individuals name on Exhibit A, which is the date on which such initial Elected Manager’s term

as a Director of the Board of the District would have expired. The Elected Managers thereafter shall be divided into two (2) classes approximately equal in size, such classes to have staggered four (4)-year terms of office except one (1) of the first two (2) classes shall have an initial two (2)-year term. The Elected Managers shall hold office until the expiration of their respective terms or until their respective successors are elected and qualified or until they sooner die, resign, are removed or become disqualified. A person serving as an *ex-officio* Manager shall cease to be a Manager upon ceasing to hold such office as qualifies him/her to be an *ex-officio* Manager, and his or her successor in that position, whether on an acting, interim or permanent basis, shall automatically succeed him or her as a Manager. At the annual meeting of the Board of Trustees of the Member at which the term of office of a then current Elected Manager(s) is set to expire, the Member shall, from nominees provided by the Nominating Committee, appoint an individual to fill the office of such Elected Manager(s); provided that the Member may, in its sole discretion, elect not to appoint any such nominees and require the Nominating Committee to provide the Member with additional nominees.

Section 3. Removal. Any Elected Manager, System Representative or LCMC Appointed Manager may be removed, with or without cause, by the Member.

Section 4. Vacancy. With respect to any vacancy of an Elected Manager, the Member shall have the power to appoint a successor from nominees recommended to the Company's Nominating Committee by the District; provided that the Member may, in its sole discretion, elect not to appoint any such nominees and require the Nominating Committee (and thereby, the District) to provide the Member with additional nominees. With respect to any vacancy of a System Representative or LCMC Appointed Manager, the Member shall have the power to appoint a successor in its sole discretion. The Board of Managers shall have and may exercise all of its powers notwithstanding the existence of one (1) or more vacancies in its number.

Section 5. Responsibilities of the Board of Managers.

- 5.1. The Board shall carry out, as far as practicable, the objectives of the Company and the Hospital and shall have authority to make suitable rules and regulations for the conduct of the affairs thereof to meet the requirements of applicable State, local, and Federal laws. The Board of Managers shall be responsible for matters related to statutorily mandated accreditation and regulatory issues, including: (i) legal responsibility for the conduct of the Hospital's operations; (ii) maintaining quality of care; and (iii) appointing and supervising the medical staff of the Hospital (the "Medical Staff"), subject to applicable State law. The Board of Managers shall be responsible for matters related to Medical Staff processes, clinical quality and safety, and fundraising. The Board of Managers shall oversee day-to-day operations of the Hospital, develop the Hospital's capital and operating budgets, and develop strategic plan recommendations.
- 5.2. The Board of Managers shall exercise the powers of the Company as a member or shareholder of any other corporation or other entity, provided, that the rights and powers of the Member as set forth in this Agreement, the Articles of Organization or under applicable law shall apply equally to any such subordinate or affiliated

corporations or other entities and the actions so taken or rights so exercised by the Company with respect thereto.

- 5.3. Subject to the approval of the Member, the Board shall appoint a qualified Chief Executive Officer who shall be its representative in the management of the affairs of the Company. In selecting the Chief Executive Officer, the Board, with input from the Member, should engage in a selection process for identifying persons with documented successful experience in the operation of sophisticated academic and research-oriented acute care hospital institutions.
- 5.4. The Board shall authorize the organized Medical Staff to discharge those duties and responsibilities assigned to it by the Board. Consistent with the rules and regulations of the Medical Staff, the Board shall consider recommendations from the Medical Staff's Nominating and Executive Committees, and appoint physicians and others who are qualified for membership to the Medical Staff. In addition, as further described in the rules and regulations of the Medical Staff, the Board, or in its discretion and the extent allowed by accrediting organizations, a Committee of the Board, shall have authority to hear appeals and issue final decisions with respect to recommended actions that would adversely affect the appointment, status, or privileges of Hospital practitioners.

Section 6. Meetings. The Board of Managers shall meet quarterly to consider all such matters of new and/or old business as may come before it. Special meetings of the Board of Managers shall be held whenever called by the System President or the Chair of the Member's Board of Trustees, or, in his or her absence or disability, by any Vice-Chair, by the Chair of the Board of Managers, or by no less than three members of the Board of Managers. Meetings of the Board of Managers shall take place at the offices of the Company or at such other place within the Parish of Jefferson, State of Louisiana, as the person who calls the meeting shall direct.

Section 7. Notice of Meetings. No notice need be given for any regular meeting of the Board of Managers held on a date set forth in a schedule of meetings, notice of which has been previously given in accordance with this Agreement. Notice of the time and place of each special meeting of the Board of Managers shall be given to each Manager by mail at least seven (7) days, or by facsimile, electronic mail, or recognized overnight delivery service at least forty-eight (48) hours, before the meeting addressed to the Manager at such person's usual or last known business or residence address, or in person or by telephone at least forty-eight (48) hours before the meeting. Whenever notice of a meeting is required, such notice need not be given to any Manager if a written waiver of notice, executed by the Manager (or such person's attorney in fact thereunto authorized) before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or this Agreement.

Section 8. Proxy Voting. Any member of the Board of Managers absent from a meeting of the Board of Managers or any committee thereof may be represented by any other member of the Board of Managers who may cast the vote of the absent Manager according to the written

instructions, general or special, of the absent Manager. Not in limitation of the foregoing, the representation by proxy of an absent Manager hereunder at a meeting of the Board of Managers or any committee thereof shall not count as attendance at the meeting for purposes of Section 10 below.

Section 9. Electronic Communication. The Board of Managers, or any committee of the Board, may hold a meeting by means of conference telephone or similar communications equipment provided all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this provision shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Quorum/Voting. A quorum of the Board of Managers shall consist of a majority of the total number of Managers, so long as such Managers are present in person at the meeting in question. Except as otherwise provided in this Agreement, when a quorum is present at any meeting, the affirmative vote of a majority of such a quorum shall be required to effect action by the Board. If less than a quorum is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

Section 11. Actions Without a Meeting. Any action which may be taken at a meeting of the Board of Managers, or any committee thereof, may be taken by a consent in writing signed by all of the Managers then serving on the Board or by all members of the committee, as the case may be, and filed with the records of proceedings of the Board or such committee.

Section 12. Resignation. Any Manager may resign by delivering his or her written resignation to the Company at its principal office or to the Chair of the Board, the Chief Executive Officer or the Secretary of the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 13. Procedure. The Board may adopt its own rules of procedures which shall not be inconsistent with the Articles of Organization, this Agreement or applicable law.

Section 14. Joint Commission Requirements. The Board will comply with the terms and conditions of this Agreement and function as the governing body for the Hospital as provided for in the standards for accreditation established by The Joint Commission. As such, the Board is ultimately accountable for the safety and quality of care, treatment, and services delivered in the Hospital, through the mechanisms provided for in this Agreement. As required by The Joint Commission's standards for accreditation, the Board will communicate regularly with its Officers, senior managers of the Hospital, and leaders of the Medical Staff on issues of safety and quality.

Section 15. Member Board of Trustees. The Board of Managers, based on recommendations from the Nominating Committee, shall select an individual to serve as an at-large member of the Member's Board of Trustees, which selection shall be subject to the approval of the Member (the "At-Large Trustee").

ARTICLE V. OFFICERS

The principal officers of the Company (the “*Officers*”) shall be a Chair, a Vice-Chair, Chief Executive Officer, a Secretary and a Treasurer. The Board may elect such other officers as it deems necessary and delegate such authority to such other officers as it deems appropriate, subject to the approval of the Member.

ARTICLE VI. ELECTION OF OFFICERS

Section 1. Election. The Nominating Committee shall recommend nominees for Officers of the Company, other than Officers who serve in an *ex-officio* capacity, in accordance with this Agreement. The Officers of the Company shall be reviewed annually and re-elected, as necessary, by the Board of Managers at its first meeting following the annual meeting of the Member. The Board’s election of the Officers shall be subject to the approval of the Member. All Officers shall serve at the pleasure of the Board.

Section 2. Tenure. The Officers of the Company shall hold office for one (1) year, and serve until their respective successors are elected and qualified or until they sooner die, resign, are removed or become disqualified. Any Officer may resign by delivering his or her written resignation to the Chair or the Secretary, and his or her resignation shall be effective upon acceptance unless it is specified to become effective at a later date.

Section 3. Removal. The Board of Managers may remove any Officer with or without cause by a vote of a majority of the Managers then in office at a meeting called at least in part for that purpose, but such removal shall not impair the contract rights of the Officer under any employment agreement with the Company. Notwithstanding the foregoing, the Chief Executive Officer shall be subject to removal, with or without cause, by the System President or by the Board of Trustees of the Member in accordance with the terms of the Member’s Bylaws in effect at the time of such removal.

Section 4. Vacancies. Vacancies among the Officers of the Company due to death, resignation or other causes shall be filled by election by the Board of Managers in accordance with Article VI, Section 1, at which time a successor shall be elected and shall hold office for the remainder of the term of the Officer for whom the vacancy existed.

Section 5. Bond. Any Officer may be required by the Board to provide a bond for the faithful performance of his or her duties to the Company in such amount and with such sureties as the Board may determine from time to time, with the costs thereof to be paid by the Company.

ARTICLE VII. DUTIES AND POWERS OF OFFICERS

Section 1. Chair. The Chair shall preside over all meetings of the Board of Managers, regular or special. He or she shall annually appoint all special and standing committees and the chairperson thereof, and shall be an *ex-officio* voting member of all committees. The Chair shall have and perform all other such powers and duties as are usual and customary to that office. The Chair shall be a Trustee *ex-officio* of the Member to serve for so long as he or she continues to be the Chair of the Company.

Section 2. Chief Executive Officer. The Chief Executive Officer shall have all the authority and responsibility necessary to operate the Company in all of its activities and departments, similar to such an officer in a business corporation, subject only to such policies as may be issued by the Board and the Member.

Section 3. Vice-Chair. The Vice Chair shall have the powers and functions delegated by the Chair, or in the absence or disability of the Chair, the Vice Chair shall have the power and functions designated by the Board of Managers. If the Chair will be absent from a meeting of the Board of Managers, he or she may designate the Vice Chair to preside over such meeting.

Section 4. Treasurer. The Treasurer shall be the custodian of all funds, securities, title deeds, and other properties belonging to the Company. The Treasurer shall deposit the funds of the Company in such bank or banks as shall be approved by the Member. He or she shall receive and disburse all monies of the Company agreeable to the order of the Board of Managers. The Treasurer shall keep such accounts as the Board of Managers shall direct and shall furnish annual reports showing all receipts and disbursements by him or her. The Board of Managers may require the Treasurer to furnish bond in a reasonable amount to be determined by the Board, with the costs thereof to be paid by the Company.

Section 5. Secretary. The Secretary shall keep minutes of all meetings of the Board of Managers and of the membership of this Company and shall record them in a book kept for that purpose. The Secretary shall issue notices of all meetings, stating the time and place at which such meetings are to be held, and the purpose thereof. He or she shall conduct the correspondence of the Board of Managers and shall perform such other duties as the Board of Managers may from time to time direct. The Secretary may, with the consent and approval of the Board of Managers, appoint an Assistant Secretary who shall perform all of the duties herein above named, and whose compensation and terms of office shall be fixed by the Board of Managers.

ARTICLE VIII. COMMITTEES

Section 1. Standing and Ad Hoc Committees. The Company may create, or may serve as a committee of the whole, subject to the approval of the Member, the following standing committees (“Standing Committees” and with any ad hoc committee the “Committees”), each with the powers and responsibilities set forth below in this Article VIII, Section 1, and each of which shall report to the Board of Managers of the Company with respect to its activities and findings: Finance and Audit Committee; Nominating Committee; Compliance, Patient Safety, and Quality Assurance Committee; Nominating Committee; and Strategic Planning and Facilities Committee. Standing Committees shall not be authorized to act on behalf of the Board of Managers.

- 1.1. Finance and Audit Committee. The Finance and Audit Committee shall be responsible for supervising the financial affairs of the Company, and providing oversight for the audit process, and the annual audit.
- 1.2. Compliance, Patient Safety and Quality Assurance Committee. The Compliance, Patient Safety and Quality Assurance Committee shall be responsible for supervising the patient safety initiatives, continuous quality improvement and

assessment programs, and the Hospital's programs for compliance with applicable laws and regulations and ethical business practices. The Committee shall supervise the management of all litigation or potential litigation affecting the Company and develop, maintain, and monitor a program of insurance and/or self-insurance to adequately protect the Company, its Managers, Officers, employees, and auxiliaries. The Committee shall be responsible for the credentialing of, and the delineation of clinical privileges for members of the Medical Staff. The Committee shall consider what categories of patients are to be admitted to the Hospital and recommend to the Board of Managers general policies for admission to the Hospital, which, after adoption by the Board of Managers, will be used by the Medical Staff in governing admissions and discharges in individual cases. The Committee shall also be responsible for periodically reviewing the Articles of Organization of the Company and this Agreement making recommendations regarding the Articles of Organization and this Agreement to the Member. The Committee shall meet as needed. The Board of Managers shall act as the members of this Committee.

- 1.3. Nominating Committee. The Nominating Committee shall be appointed within thirty (30) days after each annual meeting of the Member and shall consist of a maximum of five (5) persons at least three (3) of whom are members of the Board of Managers and at least one (1) of whom shall be a member of the LCMC Board of Trustees (other than the At-Large Trustee or any member of the Board of Managers that serves on the LCMC Board of Trustees in an *ex-officio* capacity). The Nominating Committee shall prepare and present a slate of Officers to the Board of Managers at its first meeting following the annual meeting of the Member. In addition, the Nominating Committee shall be prepared to present candidates for (i) election as Elected Managers by the Member pursuant to Article IV, Section 1.5, (ii) to fill any vacancies for Elected Managers occurring during the year and (iii) appointment as the At-Large Trustee. Candidates for Elected Directors shall be selected by the Nominating Committee from candidates provided by the District. The Nominating Committee shall meet as needed. Notwithstanding anything contained herein to the contrary, the Member shall have the right to nominate an individual to serve as an Officer of the Company, and any individual so nominated shall be included with the slate of candidates presented by the Nominating Committee.
- 1.4. Strategic Planning and Facilities Committee. The Strategic Planning and Facilities Committee shall consist of such number of members as may be appointed by the Board of Managers. It shall be responsible for oversight of the Company's facilities and operations, and advise and make recommendations to the Board in the area of resource maintenance and growth, in support of the mission of the System
- 1.5. Ad Hoc Committees. The Board of Managers may create such ad hoc committees as it deems reasonable and necessary to carry out its responsibilities.

Section 2. Appointment. Except as otherwise provided in this Agreement, the Board shall appoint the members and chairs of any Committee formed pursuant to this Agreement. Chairs of Committees shall be recommended by the Chair of the Board and appointed by the Board of Managers. All Committee chairs shall be chosen from among members of the Board of Managers. Each appointed member of a Committee, including its chair, shall serve for a term of one (1) year and until his or her successor is appointed and qualified or until he or she sooner dies, resigns, is removed or becomes disqualified. Any appointed member of a Committee may be removed therefrom with or without cause by an affirmative vote of the Board. Except as expressly provided otherwise in this Agreement, or in the action of the Board establishing the committee, all Board Committees shall serve in an advisory capacity to the Board, without Board-delegated powers.

Section 3. Committee Chairs. The chair of a Committee shall preside at meetings of such Committee. In the event of the absence of the chair from a Committee meeting, the vice-chair, if any, shall preside or, if the vice-chair is unavailable, the Committee shall elect a chair pro-tem to preside.

Section 4. Removal. The Board shall have the power and authority to remove any Committee chair, vice-chair or any Committee member, with or without cause, and to fill all vacancies in the office of the chair, and in the membership of all Committees, howsoever such vacancies shall have occurred.

ARTICLE IX. MEETINGS OF COMMITTEES

Section 1. Meetings. Each Committee shall meet at such times as its chair shall direct, in conformity with this Agreement. Meetings of a Committee shall also be called and held whenever so directed by the Chair of the Board or the Board, or requested in writing by no less than one-third of the members of the Committee. The minutes and records of the meetings of each committee shall be kept by a secretary appointed therefor by the Committee chair, and complete copies of such minutes and records shall be filed promptly with the Chair of the Board and the Chief Executive Officer.

Section 2. Quorum and Voting. A quorum for meetings of any Committee shall be a majority of its members or such other percentage of Committee members as shall be expressly specified by the Board or the Chair, as applicable. If less than a quorum is present at a meeting, a majority of the Committee members present may adjourn the meeting from time to time without further notice. Each member of a Committee shall have one (1) vote with respect to matters before the Committee, except where otherwise stated in this Agreement. When a quorum is present, action may be taken by vote of a majority of the Committee members present or represented.

Section 3. Notice. The chair of each Committee shall give reasonable notice to each Committee member of the time and place of each meeting.

Section 4. Electronic Communication. The members of any Committee may, if approved by the chair of the Committee, participate in a meeting of such Committee by means of a conference telephone, video conference, web conference, or similar communications

equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 5. Actions Without a Meeting. Any action by a Committee may be taken without a meeting if a written consent thereto is signed by all members of the Committee and filed with the records of the committee's meetings. Such consent shall be treated as a vote of the committee for all purposes.

Section 6. Committee Policies. A Committee may adopt rules and regulations concerning the conduct of its affairs as it may from time to time determine to be desirable and which are not inconsistent with this Agreement, and which are subject to disapproval by the Board.

ARTICLE X. MEDICAL STAFF OF THE HOSPITAL

Section 1. Organizations, Appointments and Hearings.

- 1.1. The physicians and appropriate other persons granted practice privileges in the Hospital shall be organized and operate as an open medical and dental staff under Medical Staff bylaws approved by the Board of Managers. The Board of Managers shall consider recommendations of the Medical Staff and appoint to the Medical Staff, in numbers not exceeding the Hospital's needs, physicians and others who meet the qualifications for membership as set forth in the bylaws of the Medical Staff. Each member of the Medical Staff shall have appropriate authority and responsibility for the care of his or her patients, subject to such limitations as are contained in this Agreement and in the bylaws, rules and regulations of the Medical Staff and subject further to any limitations attached to his or her appointment. The Chief Executive Officer of the Company, subject to approval by the Board, shall appoint the Chief Medical Director.
- 1.2. The Medical Staff shall make recommendations to the Board of Managers concerning appointments, reappointments, terminations of appointment, and other changes in staff status; granting or curtailing of clinical privileges; disciplinary actions; all matters relating to professional competency; and such specific matters as may be referred to it by the Board of Managers. The procedures relating to actions by the Medical Staff or the Board of Managers in connection with any of the foregoing shall be in accordance with Medical Staff bylaws.
- 1.3. All appointments for clinical chiefs of service (department chairs) shall be made by the president of the Medical Staff (the "President of the Medical Staff") and subject to ratification by the Board of Managers, and shall be made for two years. Duties and responsibilities of the department chairs shall be set forth in the Medical Staff bylaws. Department chairs shall be required to maintain their qualifications for Medical Staff membership and privileges appropriate to their assignments.
- 1.4. The President of the Medical Staff shall be a Trustee *ex-officio* of the Member to serve for so long as he or she continues to be the President of the Medical Staff.

- 1.5. Subject to applicable law and regulation, the President of the Medical Staff will report to the Board of Managers, and the Chief Medical Director shall report to the System President and Chief Executive Officer.

Section 2. Medical Care and its Evaluation.

- 2.1. The Board of Managers shall, in the exercise of its overall responsibility, assign to the Medical Staff reasonable authority for ensuring appropriate professional care to the Hospital's patients.
- 2.2. The Medical Staff shall conduct an ongoing review and appraisal of the quality of professional care rendered in the Hospital and report such activities and the results to the Board of Managers.

Section 3. Medical Staff Bylaws.

There shall be bylaws, rules and regulations, and amendments thereto, for the Medical Staff that set forth its organization and government, all with standards acceptable to the Board of Managers and licensing bodies and accrediting bodies. Proposed bylaws, rules and regulations should be recommended by the Medical Staff, subject to approval by the Board of Managers. The power of the Board of Managers to adopt or amend Medical Staff Bylaws, rules and regulations shall not be dependent upon ratification by the Medical Staff provided the Medical Staff is so notified, and provided the amendments are first submitted to the Medical Executive Committee of the Medical Staff for review and comment.

ARTICLE XI . SIGNATORIES

Section 1. Financial Instruments. All checks, notes, drafts, and other orders for payment of money made or endorsed by the Company, and all securities endorsed for transfer or sale by the Company, shall be signed by such person or persons as shall be approved by the Member to sign such instruments or any particular instrument, and the person or persons so approved shall have full power and authority to sign such instruments.

Section 2. Contracts and Commitments. Contracts, agreements, and other commitments of whatever nature, executed or undertaken by the Company, shall be signed by such person or persons as shall be specifically authorized by the Member to sign the same, and the person or persons so authorized shall have full power and authority to sign such instruments.

ARTICLE XII. MISCELLANEOUS

Section 1. Fiscal Year. The Fiscal Year of the Company shall be the twelve (12) month period ending with and including December 31st of each calendar year.

Section 2. Attesting Authenticity. The authenticity or genuineness of the Company's official seal shall be attested by the Secretary whenever need or occasion therefor arises, and such attestations shall be sufficient and conclusive for all purposes.

Section 3. Parliamentary Authority. “Roberts Rules of Order Revised” shall govern in all cases to which they are applicable and in which they are not inconsistent with this Agreement.

Section 4. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Louisiana, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of Louisiana.

ARTICLE XIII. OWNERSHIP REPRESENTATION IN OTHER COMPANIES

Except as the Managers may otherwise designate, the System President and Chief Executive Officer may, acting singly, waive notice of, and appoint any person or persons to act as proxy or attorney-in-fact for the Company (with or without power of substitution), at any meeting of members, stockholders or shareholders of any other corporation or organization, the membership interest or securities of which may be held by the Company.

ARTICLE XIV. CONFLICT OF INTEREST

For purposes of this Article, the term “*interest*” shall include personal interest, interest as a trustee, officer, member, stockholder, shareholder, partner, manager, director or beneficiary of any concern and having an immediate family member who holds such an interest in any concern; and the term “*concern*” shall mean any corporation, association, trust, partnership, limited liability company, limited liability partnership, firm, person or other entity other than the Company. No person shall be disqualified from holding any office of this Company by reason of any interest in any concern. A Manager of this Company shall not be disqualified from dealing, either as a vendor, purchaser, or otherwise, or contracting or entering into any other transaction (collectively hereinafter referred to as a “*transaction*”) with the Company or with any entity of which the Company is an affiliate. Subject to Article XVII, no transaction of this Company shall be void or voidable by reason of the fact that any Manager or Officer of this Company has an interest in the concern with which such transaction is entered into nor shall any Manager or Officer or concern be liable to account to this Company for any profit or benefit realized through any such transaction; provided that (i) such transaction was fair at the time it was entered into, (ii) the individual complies with any conflict of interest policy that the Board of Managers may adopt, and (iii) at the meeting of the Board of Managers, or a committee thereof having authority to authorize or confirm such transaction, the interest of such individual is disclosed to the Board of Managers or Committee, and such transaction is duly approved by Managers of this Company not so interested or connected. No interested Manager of this Company may vote or may be counted in determining the existence of a quorum at any meeting at which such transaction shall be authorized, but may participate in discussions thereof to the extent permitted by Article XVII. Notwithstanding the foregoing, it is acknowledged and accepted and shall not be a violation of this provision for a Manager to be a member of the Board of Managers of the Company and member of the governing body of any other System Affiliate. Such an individual, including, without limitation any System Representative (regardless as to whether such System Representative is a member of the governing body of any other System Affiliate), in voting on matters affecting the Company, may vote in the best interests of the System as a whole.

ARTICLE XV. COMPENSATION; PERSONAL LIABILITY

Section 1. Compensation. Members of the Board of Managers shall not be entitled to receive compensation for their services as Managers. Managers shall not be precluded from serving the Company in any other capacity and receiving compensation for any such services.

Section 2. No Personal Liability. The Managers and Officers of the Company shall not be personally liable for any debt, liability or obligation of the Company. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Company, may look only to the funds and property of the Company for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Company.

Section 3. Standard of Care. A Manager or Officer of the Company shall perform such person's duties as such including, in the case of a Manager, duties as a member of a committee of the Board of Managers upon which the Manager may serve, in good faith and in a manner such person reasonably believes to be in the best interests of the Company or the System as a whole, and with such care as an ordinarily prudent person in a like position with respect to a corporation organized under the Nonprofit Corporation Law of the State of Louisiana (La. R.S. 12:201 et seq.) would use under similar circumstances. In performing such person's duties, a Manager or Officer shall be entitled to rely on information, opinions, reports or records, including financial statements, books of account and other financial records, in each case presented by or prepared by or under the supervision of (a) one (1) or more Officers or employees of the Company whom the Manager or Officer reasonably believes to be reliable and competent in the matters presented, or (b) counsel, public accountants or other persons as to matters which the Manager or Officer reasonably believes to be within such person's professional or expert competence, or (c) in case of a Manager, a duly constituted Committee of the Board of Managers upon which the Manager does not serve, as to matters within its delegated authority, which Committee the Manager reasonably believes to merit confidence, but the Manager shall not be considered to be acting in good faith if the Manager has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A Manager or Officer of the Company shall not be liable for the performance of such person's duties if such person acts in compliance with this section.

ARTICLE XVI. PERSONAL LIABILITY/INDEMNIFICATION

Section 1. Indemnification.

- 1.1. The Company agrees, to the fullest extent legally permissible under the Act, and only to the extent that the status of the Member as an organization exempt under Section 501(c)(3) of the Code is not affected thereby, to indemnify each of the Managers and Officers of the Company against all liabilities or expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by such Manager or Officer in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which such individual may be involved or with which such individual may be threatened, while in office or thereafter, by

reason of such individual being or having been such a Manager or Officer of the Company, or by reason of such individual serving or having served at the request of the Company as a trustee, director, manager, officer, employee or other agent of another organization or serving or having served in any capacity with respect to any employee benefit plan maintained by the Company or any subsidiary or affiliate of the Company, except with respect to any matter as to which such Manager or Officer shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Company or of such other organization or, to the extent such matter relates to service with respect to any such employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan, provided, however, that as to any matter disposed of by a compromise payment by such Manager or Officer pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such indemnification shall be ordered by a court or unless such compromise shall be approved as in the best interest of the Company, after notice that it involves such indemnification: (a) by a disinterested majority of the Board of Managers then in office; or (b) provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such person appears to have acted in good faith in reasonable belief that his or her action was in the best interest of the Company, by a majority of the disinterested Board of Managers then in office.

- 1.2. Expenses, including counsel fees, reasonably incurred by any Manager or Officer of the Company in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Company in advance of the final disposition thereof if authorized by the Board of Managers in the manner indicated in Article XVI, Section 1.1, upon receipt of an undertaking by such individual to reimburse the Company any such sums so advanced in the event the Manager or Officer shall be adjudicated to be not entitled to indemnification under this Article. As used in this Article, the terms “*Manager*” and “*Officer*” include the individual’s heirs, executors and administrators, an “*interested*” individual is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending, a “*disinterested*” individual is an individual who is not “interested”, and “*subsidiary or affiliate of the Company*” means any corporation, business trust, trust, partnership, limited partnership, limited liability company, limited liability partnership or other entity of which the Company controls, directly or indirectly or through another entity, the election or appointment of a majority of its trustees, directors, managers or partners. All Managers and Officers who serve in any capacity with respect to any employee benefit plan maintained by the Company or any subsidiary or affiliate of the Company shall be deemed to serve or to have served in such capacity at the request of the Company. The indemnification by the Company provided for in this Article shall not be exclusive of or affect any other rights to which any Manager, Officer, director or pension plan fiduciary or other person may be entitled. Nothing contained in this Article shall either limit the power of the Company to indemnify corporate personnel other than Managers

and Officers or affect any rights to indemnification by the Company to which corporate personnel other than such Managers or Officers of the Company and persons who serve at the request of the Company as trustees, managers, officers or directors of subsidiaries or affiliates of the Company or in any capacity with respect to any employee benefit plan maintained by any such subsidiary or affiliate may be entitled by contract or otherwise under law. The Company may purchase and maintain insurance on behalf of any person who may be indemnified under this Article against such liability hereunder.

- 1.3. Any right of indemnification provided under the applicable Bylaws of the Member shall be secondary to any right of indemnification provided hereunder and such secondary right of indemnification shall be exercised only to the extent that indemnification authorized by this section or under the Bylaws of the Member is not paid by the Company after proper request therefor.

Section 2. Statutory Indemnification. To the extent that a Manager, Officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article XVI, Section 1, or in defense of any claim, issue or matter arising in such action, suit or proceeding, then such individual shall be indemnified against expenses (including but not limited to attorneys fees) actually and reasonably incurred by such individual in connection therewith.

Section 3. Indemnity Preference. Notwithstanding anything in this Article to the contrary, in the event that (i) a person is or was serving at the written request of the Member or the Company as a director, manager, officer, employee or agent of another corporation, partnership, joint venture, trust or other legal entity, including, without limitation, an entity owned by or affiliated with the Company, with or without compensation; (ii) such person was or is a party or is threatened to be made a party to an action, suit or proceeding (including but not limited to an action by or in the right of such other entity) by reason of the fact of such person's service to or on behalf of such other entity; and (iii) such person has a right to receive indemnification or insurance coverage against expenses, judgments, fines and amounts actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding from such other entity, then the provisions of Article, Section 1 shall not apply to such person with respect to an action, suit or proceeding as described in this Article XVI, Section 3 to the extent of any such insurance or indemnification coverage.

ARTICLE XVII. TRANSACTIONS WITH RELATED PARTIES

Unless authorized by the Board or the Member, the Company may not enter into a contract or transact business with one (1) or more of its Managers or Officers, or with any corporation, association, trust company, organization or other concern (other than, subject to applicable law, the Member and the other entities comprising the System) in which any one or more of its Managers, or Officers is a director, manager, officer, trustee, shareholder, beneficiary, or stockholder, or is otherwise interested, nor may it enter into other contracts or transactions in which any one or more of its Managers or Officers is in any way interested; provided however, in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Managers or Officers of the Company have or may have

interests which are or might be adverse to the interest of the Company; provided that the nature and extent of such interest shall be disclosed or shall have been known to the Board; and provided further, that the Manager or Officer complies with any conflict of interest policy the Member or the Company might adopt. A general notice of a Manager's or Officer's interest in any corporation or other concern of any kind referred to above shall be a sufficient disclosure as to such Manager or Officer with respect to all contracts and transactions with such corporation or other concern. No person shall be disqualified from holding office as a Manager or Officer of the Company by reason of any such adverse interests. Any Manager or Officer who has an interest in any corporation or other concern of any kind referred to above with which the Company proposes to contract or transact any business, or who has an interest, pecuniary or otherwise, in any such contract or transaction, may make a presentation at a Board or committee meeting, but after such presentation he/she shall not participate in the discussion of, or the vote to authorize, any such contract or transaction; provided, however, that such interested person may be available for the limited purpose of answering questions. Any such contract or transaction may be authorized or approved by a disinterested majority of the Managers present and voting at a meeting of the Board or, alternatively, by the Member. In the absence of fraud, no Manager or Officer having such adverse interest shall be liable to the Company or to any creditor thereof or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Manager or Officer be accountable for any gains or profits realized thereon. Notwithstanding any other provision of this Article to the contrary, no Manager or Officer shall enter into any contract or transact business with the Company which would be inconsistent with the nonprofit nature of the Company; provided, however, that nothing herein shall prevent any such Manager or Officer from receiving full and fair compensation for any services rendered or property given or made available to the Company. If at any time the Company shall be deemed to be a Private Foundation within the meaning of the Code and notwithstanding any other provision of this Article to the contrary, the Company shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code or any successor provision thereto.

ARTICLE XVIII ASSETS, PERSONNEL AND PROGRAMS

Notwithstanding the affiliation between the Company and the Member, and subject to the provisions of this Agreement, the Company will retain title to (or a leasehold interest in and/or right of use of) and operational management of its own license, land, buildings and other fixed assets, as well as responsibility for its own short and long-term debts, liabilities and obligations. All funds held or to be raised by the Company for the restricted benefit of the Hospital shall be and remain available to the Company in carrying out its charitable mission.

ARTICLE XIX AMENDMENTS

This Agreement may be amended, altered or restated only upon two-thirds (2/3rds) affirmative vote of all of the Managers entitled to vote thereon at any regular or special meeting thereof for which due notice setting forth such amendment, alteration, or repeal is given; subject to approval by the Member in accordance with Article III, Section 3 hereof, the terms of the Definitive Agreement and the Bylaws of the Member; *provided*, that, if the Definitive Agreement shall at such time be in effect, no provision of this Agreement or the Articles of

Organization may be altered, amended or repealed to contravene the rights of the District as they are described in the Definitive Agreement.

ARTICLE XX ANNUAL REPORT

Periodically, and not less than annually, the Board of Managers shall furnish to the President of the Jefferson Parish Council, a report of the activities of the Company and the operations of the Hospital.

ARTICLE XXI. CAPITAL CONTRIBUTIONS

Section 1. Initial Capital Contribution. The Member has made all required initial capital contributions to the Company.

Section 2. Additional Capital Contributions. The Member may but is not required to make any additional capital contribution to the Company; provided that nothing in this Agreement shall affect any obligation of the Member under the Definitive Agreement.

Section 3. Member Loans. The Member may but is not required to make loans to the Company.

ARTICLE XXII ALLOCATION OF PROFITS AND LOSSES; TAX STATUS

The Company's profits and losses shall be allocated to the Member. At all times that the Company has only one (1) member (who owns one hundred percent (100%) of the limited liability company interests in the Company), it is the intention of the Member that the Company be disregarded for federal, state, local and foreign income tax purposes.

ARTICLE XXIII DISTRIBUTIONS

Distributions shall be made to the Member at the times and in the amounts determined by the Board, subject to the Reserve Powers, provided that no distribution shall be made in violation of the Act.

ARTICLE XXIV WITHDRAWAL

The Member may resign or withdraw from the Company at such time as it shall determine.

ARTICLE XXV. TERM; DISSOLUTION

Section 1. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Article XXV. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member, (ii) the occurrence of any event that terminates the continued membership of the Member without the admission of a successor member to the Company, or (iii) the entry of a decree of judicial dissolution under La. R.S. 12:1335 of the Act.

Section 2. Distributions on Dissolution. Upon the dissolution of the Company, the Board shall wind up the Company's affairs and distribute its assets as provided in the Act. Upon the completion of the winding up of the Company, the Board shall cause the property of the Company to be distributed in accordance with Article III, Section 5.1 and 5.2 hereof.

Section 3. Articles of Dissolution. Upon completion of the winding up and liquidation of the Company in accordance with the Act, the Board shall file articles of dissolution with the Secretary of State of the State of Louisiana in accordance with La. R.S. 12:1339 of the Act and a certificate of dissolution in accordance with La. R.S. 12:1340 of the Act.

IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement as of the day and year first aforesaid.

LOUISIANA CHILDREN'S MEDICAL
CENTER

By: _____

Name: _____

Title: _____

Address of Member:

EXHIBIT C

**RESOLUTION OF THE
OF THE BOARD OF TRUSTEES
OF
LOUISIANA CHILDREN'S MEDICAL CENTER**

_____, 2015

RESOLVED by the Board of Trustees of Louisiana Children's Medical Center, Inc. ("LCMC") as follows:

WHEREAS, LCMC has been engaged in the process of evaluation, diligence and negotiation with respect to the addition of the West Jefferson Medical Center as an affiliate of the LCMC System (the "Transaction") through a Cooperative Endeavor Agreement, Master Hospital Lease and related agreements (the "Transaction Documents"); and

WHEREAS, LCMC has created a limited liability company, West Jefferson Holdings, LLC, a Louisiana limited liability company ("Newco"), to become the operating entity for West Jefferson Medical Center, and in effectuating the Transaction;

WHEREAS, the Board of Trustees of LCMC has previously adopted Resolutions authorizing the Transaction and the Transaction Documents, which provide, among other items, that Newco will have representation on the LCMC Board of Trustees (the "Representation"); and

WHEREAS, it is a condition to the Closing of the Transaction that the Board of Trustees adopt an amendment to the Bylaws of LCMC to reflect the Representation; and

WHEREAS, the Board of Trustees of LCMC has determined it in the best interest to adopt such amendment to the Bylaws of LCMC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of LCMC as follows:

1. Effective upon, and subject to, the closing of the Transaction, Section 3.3.1 of the Bylaws of LCMC are hereby deleted in their entirety and the following shall be substituted as a new Section 3.3.1 therefore:

“3.3.1. The Board of Trustees shall be comprised of:

(a) Up to twenty-six (26) individuals elected as Trustees pursuant to Section 3.3.3 below (the "*Elected Trustees*");

(b) The President and Chief Executive Officer of the System who shall serve as an ex-officio member with vote;

(c) The Director of Medical Affairs and the President of the Medical Staff of Children's Hospital ("*Children's*"), who shall simultaneously serve on the Board of Trustees of the Corporation and Children's as *ex-officio* members with vote;

(d) The President and immediate past-President of the Medical Staff of Touro Infirmary (“Touro”), who shall serve as ex-officio members with vote;

(e) The Chairman of the Board of Governors of Touro, who shall serve as an *ex-officio* member with vote;

(f) The Chairman of the Board of Directors of UMCMC and the President of the Medical Staff of Charity Hospital Medical Center of Louisiana at New Orleans, Interim LSU Hospital, who shall serve as an ex-officio member with vote; and

(g) The Chairman of the West Jefferson Holdings, LLC Board of Managers, and the President of the Medical Staff of the West Jefferson Medical Center, who each shall serve as an ex-officio member with vote; and

(h) One (1) individual, who shall be nominated by the Board of Managers of West Jefferson Holdings, LLC, subject to LCMC’s ratification, to serve as an at-large member with vote, and who shall be treated similarly to any elected Trustee for purposes of removal pursuant to Section 6.2 hereof.”

2. Effective upon, and subject to, the closing of the Transaction, Section [___] of the Bylaws of LCMC are hereby amended to include the following sentence, to be placed after the sentence which is currently the final sentence in the Section:

“In addition, these Bylaws may not be altered, amended or repealed to contravene the rights of West Jefferson Holdings, LLC and the Medical Staff of the West Jefferson Medical Center, as they are described in that certain Cooperative Endeavor Agreement by and among LCMC, West Jefferson Holdings, LLC and Jefferson Parish Hospital District No. 1 d/b/a West Jefferson Medical Center.”

3. Except as otherwise amended pursuant thereto, the Bylaws shall otherwise remain in full force and effect

Dated: _____

EXHIBIT D

SEE TAB 4

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of [___], is entered into between West Jefferson Holdings, LLC, a Louisiana limited liability company (“Assignee”), and Jefferson Parish Hospital District No. 1, Parish of Jefferson, State of Louisiana, d/b/a West Jefferson Medical Center (“Assignor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the CEA (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor, Assignee, Louisiana Children’s Medical Center, and Children’s Hospital of New Orleans are parties to that certain Cooperative Endeavor Agreement, dated as of [___], 2015 (the “CEA”); and

WHEREAS, Assignor desires to assign the business, control and operation of the Facilities, including all right, title, obligations and interest of the Assignor in all of the Assigned Assets, including, without limitation, the Assigned Contracts; and

WHEREAS, Assignee desires to assume the Assigned Assets from Assignor, and satisfy and discharge when due all of the obligations thereunder solely to the extent relating to periods following the Effective Time and subject to the terms and conditions of the CEA; and

WHEREAS, in connection with the assignment and assumption of the Assigned Assets, it is the intent of Assignor and Assignee that Assignee shall assume those Assumed Liabilities.

NOW, THEREFORE, the undersigned, in consideration of the premises, covenants and agreement contained herein, and for other good and valuable consideration, do hereby agree as follows:

1. Assignment and Assumption. For value received, the receipt and sufficiency of which are hereby acknowledged, effective as of the date hereof:
 - a. Assignor does hereby assign the business, control and operation of the Facilities, including all right, title, obligations and interest of the Assignor in all of the Assigned Assets. To the extent third party consent is required to assign a lease of real property under which Assignor is landlord, such lease shall not be assigned hereunder, but shall be governed by the Master Hospital Lease.
 - b. Assignee does hereby assume the Assigned Assets from Assignor, and agrees to satisfy and discharge when due all of the obligations thereunder solely to the extent relating to periods following the Effective Time and subject to the terms and conditions of the CEA.
 - c. Assignor does hereby assign the Assumed Liabilities, subject to the terms and conditions of the CEA.

d. Assignee does hereby assume the Assumed Liabilities from Assignor, subject to the terms and conditions of the CEA.

Other than as set forth herein and in the CEA, all assignments and assumptions made herein shall be made without representation, warranty or covenant. To the extent there is a conflict between the terms of this Assignment and the CEA, the terms of the CEA shall govern.

2. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. Execution in Counterparts. This Assignment may be executed (a) in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and (b) by .pdf or facsimile signature (which shall be deemed an original for all purposes).
4. Governing Law. This Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof.
5. Further Assurances. Each party hereto shall cooperate at all times from and after the date hereof with respect to all of the matters described herein, and shall execute such further documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

**JEFFERSON PARISH HOSPITAL DISTRICT NO. 1,
PARISH OF JEFFERSON, STATE OF LOUISIANA,
D/B/A WEST JEFFERSON MEDICAL CENTER**

By: _____
Name: _____

ASSIGNEE:

**WEST JEFFERSON HOLDINGS, LLC, a Louisiana
limited liability company**

By: _____
Name: _____

EXHIBIT F

TO BE PROVIDED PRIOR TO CLOSING

EXHIBIT G

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and effective as of [_____] [___], 2015, by and among Louisiana Children’s Medical Center, a Louisiana nonprofit corporation (“LCMC”), West Jefferson Holdings, LLC a Louisiana limited liability company (“Newco,” LCMC and Newco are, together, the “LCMC Parties”), and Jefferson Parish Hospital District No. 1, Parish of Jefferson, State of Louisiana, d/b/a West Jefferson Medical Center (the “District”), and [Liberty Bank] (the “Escrow Agent”). The LCMC Parties and the District are sometimes referred to herein together as, the “Parties.”

WHEREAS, this Agreement is being entered into by the parties hereto pursuant to the terms of a Cooperative Endeavor Agreement, dated as of [_____] [___], 2015, by and among the LCMC Parties, the District and Children’s Hospital of New Orleans (the “CEA”). For the convenience of the parties, any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the CEA;

WHEREAS, pursuant to the terms of the CEA and as part of the transactions contemplated thereby, the Parties agreed to enter into this Agreement and to deposit a portion of the Total Consideration with the Escrow Agent for the purposes set forth herein;

WHEREAS, the parties hereto desire to more specifically set forth their rights and obligations with respect to the Escrow Funds (as defined below) and the distribution and release thereof; and

WHEREAS, the execution and delivery of this Agreement is a condition to the Parties’ obligations under the 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 to this Agreement hereby agree as follows:

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Escrow Funds.**

(a) Simultaneously with or promptly after the execution of this Agreement, Newco is depositing with Escrow Agent the sum of \$20,000,000.00 (the “Escrow Funds,” which shall include any interest accrued thereon) to secure the payment of any Shortfall in connection with the adjustment to the Facilities’ net working capital as set forth in Section 4.3(h) of the CEA and the other obligations of the District thereunder, including, without limitation, the District’s obligations under Article 12 of the CEA (collectively, “District Obligations”).

(b) During the term of this Agreement, the Escrow Agent shall invest or reinvest the Escrow Property without distinction between principal and income as directed in writing jointly by the LCMC Parties and the District, in (i) certificates of deposit issued, or a money market account maintained, by federally chartered banks or trust companies, the assets of which are at least \$100,000,000 in excess of their liabilities, (ii) commercial paper rated in the highest grade by a nationally recognized credit rating agency, (iii) United States Treasury Bills (or an investment portfolio or fund investing only in United States Treasury Bills), (iv) a money market fund, or (v) such other interest-bearing investments as jointly approved in writing by the LCMC Parties and the Seller. Interest and other earnings on the funds held in

escrow shall be retained by the Escrow Agent and made available to satisfy Claims (as defined below). If applicable, such investments shall comply with state finance law or similar statutes, as may be directed by the District. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of the Escrow Fund or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. Except as expressly provided herein, the Escrow Fund shall not, in any manner, directly or indirectly, be assigned, hypothecated, pledged, alienated, released from escrow or transferred within escrow (or otherwise dealt with in any manner that has the economic effect of any of the foregoing acts, on a current or prospective basis).

3. **Disposition and Termination.**

(a) The Escrow Funds are intended to provide a source of funds for the payment of certain obligations of the District pursuant to the CEA. The Escrow Funds shall only be distributed and released as follows:

(i) Claims. An LCMC Party may, at any time prior to 5:00 pm Eastern Standard Time on the Final Distribution Date (as defined below), deliver to the Escrow Agent and the District a written notice (“Notice”) setting forth good faith claims by the LCMC Party against the District related to District Obligations (“Claims”). The Notice shall set forth the amount of such Claims and shall set forth in reasonable detail the nature and the basis for such Claim. If the Escrow Agent has not received a written objection to such Claim from the District by 5:00 pm Eastern Standard Time within ten (10) Business Days following the Escrow Agent’s receipt of a Notice (the “Objection Period”), then on the eleventh (11th) Business Day following such receipt the Escrow Agent shall release by wire transfer to an account or accounts designated by the LCMC Party in the Notice an amount of Escrow Funds equal to the amount of such Claim. For the avoidance of doubt and clarity, the Objection Period shall commence on the Business Day following the Escrow Agent’s receipt from an LCMC Party of a Notice.

(ii) Disputes. If the District delivers to the Escrow Agent, with copies to the LCMC Parties, a written objection (a “Dispute Notice”) to any Claim or portion thereof within the applicable Objection Period, then, except as otherwise provided in Section 3(a)(iii), the Escrow Agent shall not distribute to the LCMC Party any Escrow Funds that are the subject of the Dispute Notice until the Escrow Agent receives either (A) joint written instructions signed by the Parties authorizing the release to the LCMC Party of the Escrow Funds that are the subject of the Dispute Notice or (B) a judgment of a court of competent jurisdiction having the authority to determine the amount of, and liability of the District with respect to the District Obligations (in either case, “Release Instructions”). The Parties recognize and agree that the Escrow Agent has the right to rely and act upon such Release Instructions. Upon Escrow Agent’s receipt of such Release Instructions, the Escrow Agent shall release to the LCMC Party the Escrow Funds subject to dispute in accordance with such Release Instructions. In the event that the District is the prevailing party in whole or in part in connection with any such dispute, the portion of the Escrow Funds that were the subject of such Dispute Notice and that are not released to the LCMC Party as provided in the immediately preceding sentence shall remain in the Escrow Funds and shall be available to satisfy subsequent Claims until released as provided in Section 3(a)(iii) or Section 3(a)(iv) below. Any Dispute Notice shall describe in reasonable detail the basis for any objection to the matters set forth in the Notice and the portion of such Claim (if less than all)

which is the subject of such Dispute Notice. The Parties agree to act in good faith to resolve as promptly as practicable any Claim or portion thereof that is the subject of a Dispute Notice.

(iii) Partial Release. If any Dispute Notice includes an objection to only a portion of a Claim, the Escrow Agent shall promptly release to the LCMC Party, from the Escrow Funds, an amount of the Escrow Funds equal to the portion of the Claim for which there is no objection; provided that no such partial release by the Escrow Agent shall terminate or otherwise prejudice any Party's rights with respect to amounts claimed in any Notice which are in excess of the amounts so released.

(iv) Release of Remaining Escrow Funds. For purposes of this Agreement, the "Final Distribution Date" shall mean [_____] [___], 2018. The Escrow Agent shall release to the District on the first Business Day following the Final Distribution Date, or as soon as practicably possible thereafter (but in any event no later than three (3) Business Days following the Final Distribution Date), (x) the balance of the Escrow Funds minus (y) the amount of (1) Unresolved Claims and (2) any Claims for which the Objection Period has expired with no Dispute Notice, which amounts for Claims under clause (2) shall be promptly paid to the LCMC Party. For purposes of this Agreement, the term "Unresolved Claims" shall mean the aggregate amount of all Claims that are the subject of a Dispute Notice and that remain unresolved as of the applicable date as well as any Claims for which a Notice has been delivered but for which the Objection Period has not expired as of the Final Distribution Date. Promptly following the Escrow Agent's receipt of Release Instructions for each Unresolved Claim, the Escrow Agent shall release by wire transfer(s) an aggregate amount equal to such Unresolved Claim to the accounts and in the amounts specified in the Release Instructions. In the event that there exists any Unresolved Claim on the Final Distribution Date for which no Dispute Notice has been previously delivered, and no Dispute Notice is subsequently delivered to the Escrow Agent within the applicable Objection Period, the Escrow Agent shall release the amount of such Unresolved Claim pursuant to the LCMC Party's written instructions. After the resolution of all Unresolved Claims, any remaining Escrow Funds not previously distributed to either party shall promptly be released by the Escrow Agent to the District.

(b) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds, must be in writing and set forth in a Portable Document Format ("PDF"), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement, and delivered to Escrow Agent only by confirmed facsimile or as a PDF attached to an email on a Business Day only at the fax number or email address set forth in Section 8 below. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 8 and as evidenced by a confirmed transmittal to the Party's or Parties' transmitting fax number or email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent. The Parties each acknowledge that Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to an LCMC Party and/or the District, respectively, without a verifying call-back as set forth in Section 3(c) below:

<u>LCMC Parties:</u> See <u>Exhibit A</u> , attached hereto.	<u>The District</u> See <u>Exhibit B</u> , attached hereto.
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(c) As used in this Section 3, “Business Day” shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Escrow Funds by Escrow Agent, this Agreement shall terminate, and all related account(s) shall be closed, subject to the provisions of Section 6 and Section 7.

4. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties in connection herewith, if any, including the CEA, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. The Escrow Agent may rely upon, and shall not be liable for acting or refraining from acting upon, any written notice, document, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed and presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments that may be due it or the Escrow Fund. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any of the Parties that, in its reasonable opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in Release Instructions. The Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. Except as expressly set forth in this Agreement, the Escrow Agent shall have no liability or obligation with respect to the Escrow Fund except for the Escrow Agent’s bad faith, willful misconduct or gross negligence. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Notwithstanding anything to the contrary in this Agreement, in no event shall the Escrow Agent be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses that result from (A) a failure of the Escrow Agent to comply with any covenant or obligation of the Escrow Agent set forth in this Agreement or (B) the Escrow Agent’s bad faith, willful misconduct or gross negligence, or (ii) special, indirect or consequential loss or damage of any kind whatsoever (including lost profits), other than in connection with the Escrow Agent’s bad faith, willful misconduct or gross negligence.

5. **Resignation; Removal; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties. The Parties may remove Escrow Agent at any time by giving to the Escrow Agent thirty (30) days advance written notice, signed by the LCMC Parties and the District. Escrow Agent’s sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by

the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct the Escrow Agent to deliver the Escrow Funds to another person as provided above, at any time on or after the effective resignation or removal date, Escrow Agent either (a) may interplead the Escrow Funds with a court located in the State of Louisiana or another court of competent jurisdiction; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Escrow Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

6. **Compensation.** The LCMC Parties on the one hand, and the District on the other hand, each agree to pay Escrow Agent upon execution of this Agreement and from time to time thereafter, one-half of the compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 1. Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 1.

7. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses"), arising out of or in connection with (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction through an order to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a lien on, right of set-off against and security interest in the Escrow Funds for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. In furtherance of the foregoing, Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Escrow Funds for its own account or for the account of an Indemnitee any amounts due to Escrow Agent or to an Indemnitee under Section 6 or this Section 7. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement. As between the Parties, the Losses under this Section 7 shall be paid by the non-prevailing Party in any action giving rise to those Losses, or shall be allocated between the Parties according to relative fault, all as determined by a neutral third party decision-maker selected by mutual agreement of the Parties, or as selected by the Escrow Agent (in Escrow Agent's sole discretion) if the Parties cannot agree.

8. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from a Party or the Parties to the Escrow Agent shall be delivered in accordance with the terms of this Agreement by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to the District:

With a copy to:

Jefferson Parish Attorney

Hogan Lovells US LLP

200 Derbigny Street
Gretna, LA 70053-5850

555 13th Street, NW
Washington, DC 20004
Attn: Clifford D. Stromberg

If to any LCMC Party to:

and:

West Jefferson Holdings, LLC
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: President & CEO

Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: President & CEO

With copy to:

and:

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

Foley & Lardner LLP
111 Huntington Avenue, Suite 2500
Boston, MA 02199
Attention: J. Mark Waxman

or to such other person or address as any party shall have specified by notice in writing to the other parties.

9. **Compliance with Court Orders.** In the event that any of the Escrow Funds shall be attached, garnished, restrained, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.**

(a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party. This Agreement shall be governed by and construed under the laws of the State of Louisiana. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the 24th Judicial District 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. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under

the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; (iii) the person(s) executing this Agreement on such Party's behalf has been duly and properly authorized to do so. Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

(b) **Information.** The Parties authorize the Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if, and only to the extent that, such disclosure is: (i) necessary for the Escrow Agent to perform its duties and to exercise its powers and rights hereunder; (ii) made to a proposed assignee of the rights and duties of Escrow Agent in accordance with Section 5; (iii) to an affiliate, subsidiary, employee or agent of the Escrow Agent or to their auditors, regulators or legal advisers or to any competent court, and is necessary for the Escrow Agent to perform its duties and to exercise its powers and rights hereunder; (iv) to the auditors of any of the Parties, pursuant to a request from such auditors; or (v) required by applicable law, regulation or legal or regulatory authority, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Funds are maintained, or in which the transaction is conducted, provided, however, that to the extent permitted by applicable law, regulation or legal or regulatory authority, Escrow Agent shall first notify the applicable Party(ies) of such legal requirement and afford such Party(ies) the opportunity to protect their rights with respect to disclosure of confidential information. The Parties agree that such disclosures by the Escrow Agent may be transmitted across national boundaries and through secure networks, including those owned by third parties.

(c) The Escrow Agent shall provide to the Parties monthly statements identifying transactions, transfers or holdings of Escrow Funds and each such statement shall, absent manifest error, be deemed to be correct and final upon receipt thereof by the Parties unless the Escrow Agent is notified in writing to the contrary within thirty (30) business days of the date of such statement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DISTRICT:

**JEFFERSON PARISH HOSPITAL DISTRICT
NO. 1, PARISH OF JEFFERSON, STATE OF
LOUISIANA, D/B/A WEST JEFFERSON
MEDICAL CENTER**

By: _____
Name:
Title:

LCMC PARTIES:

LOUISIANA CHILDREN'S MEDICAL CENTER

By: _____
Name:
Title:

WEST JEFFERSON HOLDINGS, LLC

By: _____
Name:
Title:

ESCROW AGENT:

LIBERTY BANK

By: _____
Name:
Title:

SCHEDULE 1

SCHEDULE OF ESCROW AGENT FEES

EXHIBIT A

LCMC Parties Wire Instructions

Bank Name:

Bank Address:

ABA#:

Account #:

Account Name:

EXHIBIT B

The District Wire Instructions

Bank Name:

Bank Address:

ABA#:

Account #:

Account Name:

EXHIBIT H

TO BE PROVIDED PRIOR TO CLOSING

EXHIBIT I

**TO BE PROVIDED BY PARISH COUNCIL LEGAL
TEAM**

EXHIBIT J

TO BE PROVIDED PRIOR TO SIGNING

EXHIBIT K

TO BE PROVIDED PRIOR TO SIGNING

EXHIBIT L

EXHIBIT L

February [], 2015

Mr. Gregory Feirn
Chief Executive Officer
Louisiana Children's Medical Center
Address
Address

Dear Mr. Feirn:

Reference is made to that certain Cooperative Endeavor Agreement (the "CEA") by and among Louisiana Children's Medical Center, a Louisiana nonprofit corporation ("LCMC"), West Jefferson Holdings, LLC a Louisiana limited liability company, of which LCMC is the sole member ("Newco"), and Jefferson Parish Hospital District No. 1, Parish of Jefferson, State of Louisiana, d/b/a West Jefferson Medical Center (the "District").

The Parish Council of Jefferson Parish, Louisiana (the "Parish") hereby declares that it has no intention to enact a "Targeted Enactment" as defined below. We note that as a governmental and legal matter, the Parish cannot bind future Parish Councils. However, the Parish hereby agrees that if it were ever to adopt a Targeted Enactment during the term of the CEA or Lease, then LCMC may assert a claim for monetary damages resulting therefrom and may recover to the extent provided by law.

For purposes of this letter, a "Targeted Enactment" is any law, ordinance or regulation adopted by the Parish which is directed primarily or exclusively at Newco or LCMC (each, a "Party"), rather than to a broader class of health care or charitable entities, which is not triggered by unique conduct of such Party, and which is designed to impose a special and material financial tax or charge only upon such Party.

Sincerely,

Chris Roberts
Chair of the Jefferson Parish Council