

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), for and on behalf of Louisiana State University Health Sciences Center – Shreveport (“LSUHSCS”), Biomedical Research Foundation of Northern Louisiana (“BRF”), BRF Hospital Holdings, L.L.C. (“BRFHH”), BRFHH Shreveport, L.L.C. (“BRFHH Shreveport”), BRFHH Monroe, L.L.C. (“BRFHH Monroe”), and University Health Shreveport, LLC (“New Shreveport”), effective as of the 1st day of October, 2018 (the “Effective Date”). LSU, BRF, BRFHH, BRFHH Shreveport, BRFHH Monroe, and New Shreveport are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, to facilitate BRFHH’s ownership and operation of the hospital businesses conducted in certain hospital facilities and associated outpatient clinics in Shreveport and Monroe, Louisiana (such hospital businesses in Shreveport and Monroe, the “Hospitals”) as contemplated in that certain Amended And Restated Cooperative Endeavor Agreement effective September 30, 2013 to which LSU, the State of Louisiana, BRF and BRFHH are party (together with any amendments and supplements thereto, the “CEA”), BRFHH entered into certain Agreements (as defined in Section 1 below) with LSU; and

WHEREAS, LSU has continued to provide services in accordance with the Agreements, but BRFHH has delayed compensation to LSU for the services provided under the Agreements due to a dispute between the Parties as to the amounts payable under the Agreements; and

WHEREAS, the BRFHH and LSU have resolved their disputes as to the amounts payable under the Agreements; and

WHEREAS, the BRFHH and LSU desire to terminate the Agreements, and BRFHH wishes to pay LSU the remaining amount payable under the Agreements for services in the period from July 1, 2017 through September 30, 2018, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, LSU and BRFHH agree as follows:

1. Termination of Agreements. As of the Effective Date, the following agreements identified in Subsections 1.1 – 1.10 (inclusive) (the “Agreements”), including all amendments and supplements thereto, are, to the extent not previously terminated, terminated:
 - 1.1 The Professional Services Agreement For Physician, Teaching And Medical Administrative Services by and among LSU, BRFHH, and BRFHH Shreveport, effective October 1, 2013 (“Shreveport PSA”);
 - 1.2 Holdover Agreement to the Shreveport PSA, effective July 1, 2017;

- 1.3 The Professional Services Agreement For Physician, Teaching And Medical Administrative Services by and between LSU and BRFH Monro effective October 1, 2013 ("Monroe PSA");
 - 1.4 Holdover Agreement to the Monroe PSA, effective July 1, 2017;
 - 1.5 The Allied Health Professionals Services Agreement by and between LSU and BRFH Shreveport effective October 1, 2013;
 - 1.6 The Allied Health Professionals Services Agreement by and between LSU and BRFH Monro effective October 1, 2013;
 - 1.7 The Resident Support Agreement by and between LSU and BRFH Shreveport effective October 1, 2013;
 - 1.8 The Resident Support Agreement by and between LSU and BRFH Monro effective October 1, 2013;
 - 1.9 The Resident Affiliation Agreement by and between LSU and BRFH Shreveport effective October 1, 2014; and
 - 1.10 The Resident Affiliation Agreement by and between LSU and BRFH Monro effective October 1, 2014.
2. Services rendered July 1, 2017 through June 30, 2018. Subject to BRFH's receipt of adequate and timely funding including payment in full of the payments described in the Working Capital Funding Agreement entered into between BRFH and Shreveport Clinical Services, Inc. contemporaneously herewith, BRFH shall pay LSU on the Effective Date the amount of [Forty-Three Million Four Hundred Sixty-Two Thousand Three Hundred Twenty and 59/100 Dollars (\$43,462,320.59 /)] for services that LSU contends were rendered July 1, 2017 through June 30, 2018.
 3. Services rendered July 1, 2018 through September 30, 2018. Subject to BRFH's receipt of adequate and timely funding, within sixty (60) days of the Effective Date, BRFH shall pay LSU the amount of Thirty-Eight Million Five Hundred Thirty-Nine Thousand One Hundred Ninety-Two and 90/100 Dollars (\$38,539,192.90) for services that LSU contends were rendered July 1, 2018 through the Effective Date.
 4. Certain Payments. On or before the Effective Date and in consideration of the mutual promises and covenants recited herein and in the Termination and Release Agreement between the Parties and the State of Louisiana effective October 1, 2018 (the "TRA") and other good and valuable consideration, LSU shall pay to BRFH Shreveport the amount of One Million Dollars (\$1,000,000) ("LSU Payment").
 5. Release of Claims. Subject to LSU's receipt of payment in full of the payment described in Section 2 above, BRFH Shreveport's receipt of the LSU Payment in full, and BRFH's receipt of the adequate and timely funding described in Sections 2-3 above, and except as set

forth in Section 6 below, each Party as a “Releasing Party” hereby releases and forever discharges all of the other Parties and all of their respective officers, directors, board members, employees, agents, consultants, attorneys, insurers, successors, and assigns (the “Released Parties”) from and on account of any and all obligations, claims, demands, costs, expenses, losses, damages, fines, penalties, forfeitures, or liabilities (collectively “Liabilities”) of any nature whatsoever arising under the Agreements prior to the Effective Date, whether or not such claim has been expressly asserted prior to the Effective Date, whether in law or in equity, whether or not based in tort, contract, statute or any other theory of recovery, and whether or not for general, special, compensatory, consequential, punitive, statutory or any other damage, whether or not the Liabilities are for contractual damages, extra contractual damages, statutory claims or penalties, declaratory judgment, or any other legal, equitable, or other claims, whether presently known or unknown, asserted or unasserted, suspected or unsuspected, foreseeable or unforeseeable. For clarity, and without in any way limiting the generality of the foregoing, the aforementioned release of claims extends to any claims, causes of action, rights of recovery or rights of recoupment of every kind and nature arising prior to the Effective Date against LSU for damages relating to any alleged harm to past Shreveport Hospital operations and all claims arising prior to the Termination Effective Date for injunctive relief against LSU relating to Shreveport Hospital operations, provided, however, that nothing in this Agreement shall impair, release, or discharge BRFHSH Shreveport’s ability to take discovery of entities and personnel believed to have discoverable information, take depositions of relevant personnel, obtain trial subpoenas and take all other actions in pursuit of the W-K Claims. The Releasing Parties hereby covenant and agree not to sue or institute or cause to be instituted any action in any federal, state, or local agency, court, or other tribunal against any Released Party that is based on the Agreements.

6. Exclusion of Certain Claims. Notwithstanding anything to the contrary in this Settlement Agreement, nothing in this Settlement Agreement, including the foregoing release and covenant not to sue in Section 5, shall (a) release, discharge, or impair any claim by LSU against BRFHSH for failure to pay the payment described in 3 above in full, (b) release, discharge, or impair any claim by BRFHSH Shreveport against LSU for failure to pay the LSU Payment in full, or (c) release, discharge, or impair any of the Excluded Claims (as defined in Section 3 of the TRA) including without limitation any action taken against W-K (as defined in Section 3 of the TRA) to pursue the W-K Claims (as defined in Section 3 of the TRA).
7. Term. This Settlement Agreement is effective as of the Effective Date and shall expire upon LSU’s receipt of payment in full for the payments described in Sections 2 and 3 above, and BRFHSH Shreveport’s receipt of the LSU Payment, provided that Sections 5 and 6 shall survive expiration or termination of this Agreement.
8. Assignment; Successors in Interest. No assignment or transfer by any Party of such Party’s rights and obligations hereunder shall be made except with the prior written consent of the other Parties. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

9. Controlling Law; Jurisdiction and Venue. This Settlement Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Louisiana without reference to its choice of law rules. Any proceeding arising out of or relating to this Settlement Agreement may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, and each of the parties irrevocably submits to the exclusive jurisdiction of such court in each such proceeding.
10. Amendment. This Settlement Agreement may not be amended, modified or supplemented except by written agreement of the Parties.
11. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, each Party hereby waives any provision of law that renders any such provision prohibited or unenforceable in any respect.
12. Counterparts. This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Settlement Agreement or the terms hereof to produce or account for more than one of such counterparts.
13. Enforcement of Certain Rights. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Settlement Agreement, or result in such person or entity being deemed a third-party beneficiary hereof.
14. Waiver. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation or condition shall not be construed as a waiver of any other covenant, agreement, obligation or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
15. Expenses. Except as otherwise expressly provided in this Settlement Agreement, each Party to this Settlement Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Settlement Agreement, including all fees and expenses of its representatives.
16. Presumption Against Scrivener. The Parties agree that this Settlement Agreement is the product of the efforts of the Parties and their respective counsel, and as a result, it will not be construed, and no presumption will arise, based upon who drafted the Agreement.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement to be effective as of the Effective Date.

LSU:

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

By: _____
Name: _____
Title: _____

BRF:

BIOMEDICAL RESEARCH FOUNDATION OF
NORTHWEST LOUISIANA

By: _____
Name: _____
Title: _____

BRFHH:

BRF HOSPITAL HOLDINGS, L.L.C.

By: _____

Name: _____

Title: _____

BRFHH SHREVEPORT:

BRFHH SHREVEPORT, L.L.C.

By: _____

Name: _____

Title: _____

BRFHH MONROE:

BRFHH MONROE, L.L.C.

By: _____

Name: _____

Title: _____

NEW SHREVEPORT:

UNIVERSITY HEALTH SHREVEPORT, LLC

By: _____

Name: _____

Title: _____