

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“License Agreement”) is effective as of the ____ day of September, 2018 (the “Effective Date”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a Louisiana constitutional corporation, acting through the Louisiana Health Sciences Center at Shreveport (“LSUHSC-S”), and Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“OLHS-NL”), (all of the foregoing are collectively referred to as “Parties” and individually as “Party”).

WHEREAS, OLHS-NL, LSU, and Ochsner Clinic Foundation, d/b/a Ochsner Health System (“Ochsner”), are parties to that certain Academic and Clinical Collaboration Agreement (the “ACCA”), which contemplates and sets forth the collaboration of LSU and Ochsner, through the formation and operation of OLHS-NL, to take over, maintain and provide healthcare services and medical treatment at the Hospitals, as such term is defined and applied in the ACCA;

WHEREAS, Section 3.14 and Article 4 of the ACCA require that LSU and Ochsner enter into “License Agreements,” as defined in the ACCA, with OLHS-NL, therein licensing to OLHS-NL, certain of LSU’s and Ochsner’s respective trademarks for co-branding purposes under the “Joint Logo,” as defined in the ACCA, to further facilitate the joint collaborative endeavors more fully set forth in the ACCA;

WHEREAS, LSU and OLHS-NL now desire to enter into this License Agreement for purposes of licensing to OLHS-NL the LSU trademarks identified herein, in furtherance of the objectives and in fulfillment of the requirements set forth in the ACCA.

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

ARTICLE 1 - DEFINITIONS

1.1 Adoption and Use of Definitions. Any and all capitalized terms not otherwise defined in this License Agreement shall have the same meaning as set forth in the ACCA. In addition to the defined terms from the ACCA, the following terms in this License Agreement shall be defined as follows:

(a) “Field Of Use” means use within the field of medical and healthcare services to promote the achievement of the Shared Mission, as more fully provided in the ACCA.

(b) “License Sites” means the current locations of the Hospitals, including ambulatory surgery centers, clinics, imaging facilities and other, similar outpatient facilities, the initial locations of which are specifically identified on “Exhibit B” hereto, and such other locations as LSU and OLHS-NL may mutually agree upon in writing and signed by each Party hereto.

(c) “Service Area” shall have the same meaning as set forth in the ACCA, as of the Effective Date of this Agreement, which means the geographic area consisting of the following Parishes: Webster, Bossier, Caddo, De Soto, Union, Morehouse, Lincoln, and Ouachita.

(d) “Telemedicine” means the use of telecommunication and information technologies to provide clinical health care to a patient or person that is located at physical location not identified as one of the existing License Sites.

ARTICLE 2 – TRADEMARK LICENSE

2.1 Grant of Trademark License To Create and Use Joint Logo. During the Term, and any Renewal Term, of the ACCA, LSU hereby grants to OLHS-NL a royalty-free, non-exclusive and non-assignable license to: (i) use the “LSU” service mark (the “LSU Mark”) for purposes of creating the Joint Logo identified in “Exhibit A” hereto, as provided in the ACCA; and (ii) to copy, display, advertise, promote and publish the Joint Logo within the designated Field of Use at and in connection with the License Sites, and in accordance with LSU’s established visual identity guidelines. (See Exhibit C). Consistent with the terms of the ACCA, specifically including Schedule 1.3.4 thereof, LSU and OLHS- NL may mutually agree, by written addendum hereto, to modify and extend the license granted in this Subsection 2.1 to include License Sites developed within the Collaboration Area, as defined and provided in Schedule 1.3.4 of the ACCA.

2.2 Use of Joint Logo in Signage. In connection with its licensed rights under Subsection 2.1 above, OLHS-NL may copy, display, publicize and use the Joint Logo in and on any signage associated with the buildings utilized by, or on behalf of, OLHS-NL and located at the License Sites.

2.3 Joint Logo Exclusivity. As provided in Article 4 of the ACCA, OLHS-NL agrees that all healthcare services provided within the Field Of Use at or in connection with the Licensed Sites will be marketed and provided exclusively under the Joint Logo. Notwithstanding the foregoing, unless discontinuance has been requested and refused, LSU’s sole remedy for OLHS-NL’s failure to comply with this Section 2.3 shall be the discontinuance of any activity that violates this Section.

2.4 Marketing Use of Joint Logo. In connection with its licensed rights under Subsection 2.1 above, subject to the restrictions set forth in Subsections 2.5 and 2.6 below, and in connection with any activities undertaken by, or on behalf of, OLHS-NL within the Field of Use at the License Sites, OLHS-NL may (1) copy display, advertise, promote and publish the Joint Logo; (2) use the Joint Logo in connection with advertising, including television, radio, Internet and newspaper advertising; and (3) use the Joint Logo in connection with any Internet websites for the Hospitals or License Sites. Subject to the restrictions set forth in Subsection 2.6 below, these marketing rights shall extend to any normal and customary use of the Joint Logo in connection with advertising, publicity, and promotional materials relating to activities undertaken by OLHS-NL, within the Field Of Use at the Licensed Sites, and shall extend to all normal channels of distribution, including but not limited to the Internet.

2.5 Use of Joint Logo in Telemedicine. OLHS-NL agrees that it shall not utilize the Joint Logo in connection with any form of Telemedicine services provided, or to be provided, within the Service Area unless it first obtains LSU’s prior written consent to such use. OLHS-NL agrees that it shall not utilize the Joint Logo in connection with any form of Telemedicine services provided, or to be provided, outside the Service Area.

2.6 Marketing Limited to Service Area. Except as otherwise mutually agreed upon by the Parties by signed written agreement, all commercial advertising and marketing involving the Joint Logo shall be exclusively limited to the Service Area and OLHS-NL represents and warrants that it will only utilize or purchase advertising and marketing services that are designed to service only the Service Area, including the designated marketing areas that fall within the Service Area and will not advertise or otherwise make any use of the Joint Logo outside the Service Area. Notwithstanding the foregoing, OLHS-NL may display, utilize and promote the Joint Logo on any website owned by, or under the control of, OLHS-NL to promote services within the Field Of Use that are provided at the License Sites. Notwithstanding the foregoing, unless discontinuance has been requested and refused, LSU's sole remedy for OLHS-NL's failure to comply with this Section 2.6 shall be the discontinuance of any activity that violates this Section.

2.7 No Other Use of LSU Mark. LSU does not license or grant any other rights to any other LSU marks other than the LSU Mark and only as expressly provided in Subsection 2.1 above, within the Field of Use in connection with the Licensed Sites. All other rights are expressly reserved by LSU. OLHS-NL specifically agrees and acknowledges that it will not make any use of the Joint Logo in connection with any services provided at any hospital or clinic not identified as one of the License Sites.

2.8 Protection of the LSU Mark and Goodwill. For so long as this Agreement remains in force, OLHS-NL shall comply with the following obligations:

(a) Quality Standards. OLHS-NL agrees that the nature and quality of the services rendered by OLHS-NL within the Field Of Use in connection with the Joint Logo shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the advantage and to the protection of the LSU Mark and the goodwill pertaining thereto; and that OLHS-NL's use of the Joint Logo shall in no manner reflect adversely on the goodwill and/or good name of LSU, its affiliated entities, or the LSU Mark.

(b) Restricted Use of LSU Mark. OLHS-NL shall only use the Joint Logo on or in connection with the services provided within the Field Of Use at the Licensed Sites. OLHS-NL further agrees that the quality of all advertising, signage and promotional materials bearing the Joint Logo or disseminated in connection with the services within Field Of Use shall, at least, be of the same quality as advertising, signage, and promotional materials associated with the LSU Mark.

(c) Cooperation with LSU. OLHS-NL agrees to reasonably cooperate with LSU in facilitating LSU's monitoring and control of the quality of services provided by OLHS-NL under the Joint Logo and to provide LSU with pre-production samples and specimens of all signage, advertisements, goods, advertising materials or content, labels, or other written materials of any nature whatsoever bearing or offered in connection with the Joint Logo for LSU's prior written approval, which approval shall not be unreasonably withheld. LSU shall approve or disapprove any specimens or materials provided for its review within ten (10) business days of receipt, after which time approval shall be presumed to be granted. Express disapproval of any specimens or materials shall be made by LSU in writing expressly stating the reasons for disapproval. OLHS-NL shall not distribute any signage, advertisements, goods, advertising materials or content, labels, or other written materials bearing the Joint Logo that have not been pre-approved by

LSU, nor shall OLHS-NL make any substantive changes to any specimens or materials which were previously approved by LSU without resubmitting the same for LSU's approval.

(d) Non-Impairment of LSU Mark. OLHS-NL recognizes the value and goodwill associated with the LSU Mark and acknowledges LSU's ownership thereof and shall not:

- (i) challenge the validity of the LSU Mark or any registration therefor;
- (ii) contest the fact that its rights under this License Agreement are solely those of a non-exclusive licensee;
- (iii) attempt to register the LSU Mark in its own name;
- (iv) use the Joint Logo in any manner that would damage or jeopardize LSU's rights in the LSU Mark; or
- (v) knowingly do any act that would invalidate or be likely to invalidate LSU's trademark registrations.

(e) Use of the Joint Logo on Marketing Materials. OLHS-NL may not combine the Joint Logo with any other marks, names or symbols other than those of OLHS-NL and the name of the Hospitals and/or Licensed Sites for which it is being used, unless it obtains LSU's prior written consent. OLHS-NL may not make any significant change in the presentation of the Joint Logo as affixed on the advertising, marketing, and promotional materials, unless it obtains LSU's prior written consent.

(f) Compliance With LSU Policies and Standards. In addition to the license terms and restrictions set forth herein, OLHS-NL agrees to reasonably adhere to and comply with LSU's general trademark policies and procedures as amended from time to time and generally applicable to similar LSU licensees, all of which shall be posted online by LSU at www.lsu.com or otherwise made available to OLHS-NL and similar LSU licensees. Notwithstanding the foregoing, LSU's sole remedy for OLHS-NL's failure to reasonably adhere to and comply with any of LSU's general trademark policies and procedures shall be the discontinuance of any activity that violates the policies and procedures.

ARTICLE 3 - ENFORCEMENT

3.1 Notice of Infringement. OLHS-NL shall promptly advise LSU in writing of any known, unauthorized acts or infringement or potential infringement of the LSU Mark. LSU shall have sole discretion in deciding whether and to what extent any enforcement action may be initiated against any third party and/or in connection with any other issue affecting LSU's proprietary rights in and to the LSU Mark.

ARTICLE 4 - NO WARRANTIES

4.1 LSU, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

4.2 OLHS-NL shall not make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer or limitation included in this Article 4.

4.3 DUE TO THE NATURE OF THE PARTIES' COLLABORATIVE EFFORTS UNDER THE ACCA AND THE FACT THAT THE LICENSE GRANTED HEREIN IS ROYALTY-FREE, OLHS-NL AGREES THAT IN NO EVENT SHALL LSU, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO OLHS-NL, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR RELIEF ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ITS SUBJECT MATTER.

ARTICLE 5 – INDEMNITY AND INSURANCE

5.1 Indemnity for OLHS-NL Use. OLHS-NL shall defend, indemnify and hold LSU harmless, including LSU's Board members, affiliates, officers, employees, and agents, for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses), resulting from, but not limited to, death, personal injury, illness, property damage, economic loss, or products liability arising from (i) any use by OLHS-NL of the Joint Logo; and (ii) any other damages, losses and/or claims arising from any act or omission by OLHS-NL in connection with this Agreement and the subject matter thereof.

5.2 Indemnity by LSU. LSU shall defend, indemnify and hold OLHS-NL harmless, including OLHS-NL's board members, affiliates, officers, employees, and agents, for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses) arising from any claim asserted against OLHS-NL by a third party alleging that OLHS-NL's use of the LSU Mark, in compliance with this Agreement, infringes the trademark or similar rights of said third party.

5.3 Participation by LSU and OLHS-NL. LSU and OLHS-NL are entitled to participate at their option and expense through counsel of their own selection, and may join in any legal actions related to any such claims, demands, damages, losses and expenses under this Article 5.

5.4 Required Insurance Coverage. OLHS-NL shall have and maintain sufficient liability insurance or in some situations, sufficient self-funded resources to address claims arising out of its use of the Joint Logo, including any indemnity claims owed to LSU, consistent with standard commercial practice.

ARTICLE 6 – CONSIDERATION

6.1 Royalty – Free License. In consideration of the collaborative efforts and mutual undertakings by each Party in furtherance thereof, as provided in the ACCA, the trademark license granted by LSU pursuant to subsection 2.1 is and shall remain royalty-free.

ARTICLE 7 – TERM AND TERMINATION

7.1 Term. This Term of this License Agreement becomes on its Effective Date and, unless earlier terminated under another specific provision of this License Agreement, remains coterminous with the Term of the ACCA.

7.2 Termination for Breach. Subject to the satisfaction of the dispute resolution procedures set forth in subsection 9.2 hereof, if either Party fails to perform its obligations in accordance with this License Agreement, the non-breaching Party may give the Party in breach written notice of such failure and the Party in breach shall have thirty (30) days from the date of such notice (the "Cure Period") to cure such failure to the reasonable satisfaction of the non-breaching Party. If the Party in breach does not cure such failure within the Cure Period, the non-breaching Party, at its option, may terminate this Agreement.

7.3 Termination for Bankruptcy; Receivership. This Agreement shall terminate if a Party applies for or consents to the appointment of a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent, and such order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

7.4 Termination of Collaborative. Upon termination of the ACCA, CEA or, unless otherwise agreed by the Parties, any other Collaborative Agreement (as defined in the ACCA), this Agreement shall automatically terminate.

7.5 Termination of Licensed Rights. Upon any termination of this License Agreement, and except as provided herein to the contrary, all rights and obligations of the Parties hereunder shall cease, except any previously accrued rights and obligations and further excluding: (i) OLHS-NL's and LSU's indemnity obligations pursuant to Article 5; (ii) any cause of action or claim of OLHS-NL or LSU accrued or to accrue because of any breach or default by the other Party hereunder; and (iii) all other terms, provisions, representations, rights and obligations contained in this License Agreement that by their sense and context are intended to survive until performance thereof by either or both Parties.

ARTICLE 8 - NOTICES

8.1 Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or three (3) days after being deposited in the United States mail, postage prepaid, or one (1) day after being deposited with the overnight courier, addressed as follows:

If to OLHS-NL:

If to LSU:

Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive

Attn: Chief Executive Officer

Baton Rouge, Louisiana 70808
Attn: Director of Health Care Policy

with a copy to:

with a copy to:

Ochsner Clinic Foundation
1450 Poydras Street, Suite 2250
New Orleans, LA 70112
Attn: General Counsel

LSU Health Sciences Center-Shreveport
Attn: Lisa Babin
1501 Kings Highway
Shreveport, LA 71103-3932
Attn: Exec Director of Public Affairs

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Governing Law. This License Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding any choice of law provisions).

9.2 Dispute Resolution and Jurisdiction. In the event of a controversy or claim arising out of or relating to this License Agreement, or the breach, validity, or termination of this License Agreement, the parties shall first negotiate in good faith for a period of sixty days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the parties shall then make good-faith efforts for sixty days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by the Center for Public Resources, Inc. (New York, New York) ("CPR"), under CPR's Model Mediation Procedure for Business Disputes in effect as of the Effective Date. If the controversy or claim is unresolved after mediation, on the written demand of either party any controversy arising out of or relating to this License Agreement or to the breach, termination, or validity of this License Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with CPR's Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. LSU and OLHS-NL shall each take such action, if any, required to effectuate this tolling. Each party is required to continue to perform its obligations under this License Agreement pending final resolution of any dispute arising out of or relating to this License Agreement. Otherwise, any controversy arising under or relating to this License Agreement, or the breach, termination, or validity of this Agreement, may be adjudicated only in a court, state or federal, having jurisdiction over the subject matter and including Baton Rouge, Louisiana within its territorial district. Both parties consent to the jurisdiction and venue of such a court. A party's right to demand arbitration of a particular dispute arising under or related to this License Agreement, or the breach, termination, or validity of this License Agreement, shall be waived if that party either: (1) brings a lawsuit over that controversy or claim against the other party in any state or federal court; or (2) does not make a written demand for mediation, arbitration, or both within 60 days of service of process on that party of a summons or complaint from the other party instituting such a lawsuit in a state or federal court of competent jurisdiction.

9.3 Severability. If an arbitrator or a court of competent jurisdiction finds any term of this License Agreement to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms.

9.4 Construction. This License Agreement has been mutually negotiated by the Parties and shall be fairly interpreted in accordance with its terms without strict interpretation or construction in favor or against any Party. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require. The paragraph headings of this License Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.

9.5 Waiver. No waiver by either Party of any breach of this License Agreement, no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by either Party to exercise any right under this License Agreement be construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

9.6 Compliance with Laws. OLHS-NL and LSU shall comply with all applicable laws and regulations, including but not limited to those relating to this License Agreement or otherwise applicable to OLHS-NL's and LSU's activities hereunder. OLHS-NL and LSU shall comply with the Health Insurance Portability and Accountability Act, and shall defend and hold harmless the other party and its Board members, officers, employees and agents if any legal action of any nature results from any violation.

9.7 Independent Contractors. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

9.8 Assignment. OLHS-NL may not assign this License Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this License Agreement as security for any creditor. Any attempted pledge of any of the rights under this License Agreement or assignment of this License Agreement without the prior consent of LSU will be void from the beginning. No assignment by OLHS-NL will be effective until the intended assignee agrees in writing to accept all of the terms and conditions of this License Agreement, and such writing is provided to LSU, and LSU has consented in writing to the assignment.

9.9 Attorney Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under the License Agreement, or to compel performance of the other Party's obligations under the License Agreement, upon final judgment or award by a court of competent jurisdiction or by an arbitrator, the court or arbitrator in its discretion may order the defaulting party to pay the other party's reasonable attorney's fees at both trial and appellate levels.

9.10 Entire Agreement. LSU and OLHS-NL agree that this License Agreement sets forth their entire understanding concerning the subject matter of this License Agreement, and that no modification of the License Agreement will be effective unless both LSU and OLHS-NL agree to it in writing.

9.11 Counterparts. This License Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.12 No Third Party Beneficiary. Except where otherwise expressly provided, the Parties hereto mutually represent and agree that the obligations, duties and benefits expressed herein and intended solely for the benefit of the Parties hereto and that no third party beneficiaries or stipulation pour autri is intended or established.

IN WITNESS WHEREOF, the parties have each caused this License Agreement to be executed by their respective officers as of the date stated immediately below such Party's signature appearing below.

**OCHSNER LSU HEALTH SYSTEM OF
NORTH LOUISIANA**

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

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

JOINT LOGO

Ochsner LSU Health Shreveport – Brand Architecture







Category/Tier	Definition	Text Reference	Application	Mark
Parent	Refers to the partnership between Ochsner Health System and LSU Health Shreveport.	Ochsner LSU Health Shreveport	This mark/logo will be used for all system level communications.	
Hospital - Shreveport	Academic Medical Center refers to the main hospital in Shreveport. The hospital is also a teaching facility with the designation 'Academic Medical Center.	<u>First Reference</u> Academic Medical Center at Ochsner LSU Health Shreveport <u>2nd Reference</u> Academic Medical Center	This mark/logo will be used for all hospital branding to reference the Shreveport location. Applications will include facility signage, business cards, apparel and other communications.	
Hospital - Monroe	Monroe Medical Center refers to the hospital facility in Monroe.	Monroe Medical Center at Ochsner LSU Health Shreveport <u>2nd Reference</u> Monroe Medical Center	This mark/logo will be used for all hospital branding to reference the Monroe location. Applications will include facility signage, business cards, apparel and other communications.	
Main Clinic - Shreveport	Academic Health Clinic refers to the Shreveport clinic on the main hospital campus. This clinic provides multiple types of service.	Academic Health Clinic at Ochsner LSU Health Shreveport <u>2nd Reference</u> Academic Health Clinic	This mark/logo will be used for the main clinic branding in Shreveport. Applications will include facility signage, business cards, apparel and other communications.	
Specialty Clinic - Shreveport	Specialty clinics, located throughout the Shreveport area, will reference the specific service line.	[Service Line] Clinic at Ochsner LSU Health Shreveport	This mark/logo will be used for all specialty clinic branding. Applications will include facility signage, business cards, apparel and other communications.	Specialty Example 
Clinic – Monroe	Monroe Medical Clinic	Monroe Medical Clinic at Ochsner LSU Health Shreveport <u>2nd Reference</u> Monroe Medical Clinic	This mark/logo will be used for all clinic branding in Monroe. Applications will include facility signage, business cards, apparel and other communications.	

EXHIBIT B

LICENSE SITES

1. University Health Ambulatory Care Clinics
1606 Kings Highway
Shreveport, LA 71103-4128
Phone: (318) 675-6402
Fax: N/A

2. University Health Conway
4864 Jackson Street
Monroe, LA 71202-6400
Phone: (318) 330-7167
Fax: (318) 330-7961

3. LSU Child and Adolescent Psychiatry Clinic
820 Jordan Street, Suite 104
Shreveport, LA 71101-4519
Phone: (318) 676-5002
Fax: (318) 676-5104

4. La Viral Disease Clinic
6670 Saint Vincent Ave.
Shreveport, LA 71106-2638
Phone: (318) 862-9977
Fax: (318) 866-9722

5. University Health Eye Clinic
1420 Kings Highway
Shreveport, LA 71103-3932
Phone: (318) 675-6901
Fax: (318) 675-4819

6. LSUMC-S Family Practice Medical Center – shouldn't this be called a clinic?
821 Elliot Street
Alexandria, LA 71301-7732
Phone: (318) 441-1030
Fax: (318) 441-1050

7. LSUHSC-S Partner's In Wellness
2015 Fairfield Ave., Suite 2B
Shreveport, LA 71104-2066
Phone: (318) 813-4020
Fax: (318) 813-2239

8. University Health Shreveport
1541 Kings Highway
Shreveport, LA 71103-4228
Phone: (318) 675-5000

9. LSU Health Sciences Center-Shreveport Faculty Group Practice
1501 Kings Highway
Shreveport, LA 71103-4228
Phone: (318) 675-4881
Fax: (318) 675-5069

10. LSU Orthopaedic and Sports Medicine FGP
950 Olive Street
Shreveport, LA 71104-2104
Phone: (318) 813-7100
Fax: (318) 813-7120

11. LSUMC-S Family Practice Medical Center –shouldn't this be called a clinic?
301 4th Street
Medical Terrace Annex
Alexandria, LA 71301-8411
Phone: (318) 441-1030
Fax: (318) 441-1050

12. LSU Health Surgery Multi-Specialty Clinic
1801 Fairfield, Suite 306
Shreveport, LA 71101-4467
Phone: (318) 813-6000
Fax: (318) 813-6008

EXHIBIT C

LSU'S VISUAL IDENTITY GUIDELINES

Ochsner/LSUHS Combined LOGO AND STYLE GUIDELINES

- The Ochsner Health System/LSU Health Shreveport logo is to be used for identification and promotional purposes for the Shreveport and Monroe medical centers as well as medical and specialty clinics in those cities. This will include facility signage, business cards, apparel, advertising and other communications. Note that these guidelines are for the purposes of the Ochsner Health System/LSU Shreveport joint venture only. Ochsner Health System and LSU Health Shreveport maintain separate logo guidelines for discrete operations not covered under the auspices of the joint venture relationship.
- The Ochsner Health System/LSU Health Shreveport logo must appear on the front of all publications and websites representing the joint venture for the medical centers in Shreveport and Monroe, as well as medical and specialty clinics in those cities. It must be the dominant graphic mark for the specific entity and may not be combined with other graphic marks or logos.
- The Ochsner Health System/LSU Health Shreveport logo may not be incorporated into other logos or aligned with artwork to create a new logo. Borders, boxes, or shapes may not be placed around or behind the logo, including a white box.
- There must be a protected area surrounding the logo. The minimum clear space on each side of the logo should be equal to the height of the entire logo.
- The Ochsner Health System/LSU Health Shreveport logo may only appear in official LSU and Ochsner colors, blue, gold and purple. The logo may also appear as all white, all black, and black and grey. The logo must appear using 100 percent full saturation of the official colors. Tinting is not allowed. The PMS, CMYK, and RGB mixes for LSU and Ochsner colors are listed in the chart below.
- Drop shadows and gradients should never be applied to the Ochsner Health System/LSU Health Shreveport logo.
- The Ochsner Health System/LSU Health Shreveport logo should never appear smaller than 2 inches in width.
- When producing communication materials for international audiences, always make an effort to use accompanying text that references LSU as Louisiana State University. Audiences outside the United States may not be familiar with the meaning of the letters L-S-U.
- In written and verbal communication, LSU should always be referred to as Louisiana State University or LSU and Ochsner should be referred to as Ochsner Health System. LSU should never be referred to as Louisiana State, LSU Baton Rouge, L.S.U., or other aliases different from the official names listed above.
- Louisiana State University, Ochsner or Ochsner Health System should always be in upper and lowercase letters or all uppercase. LSU should always appear in all uppercase letters. LSU should never appear in lowercase letters except for URLs.

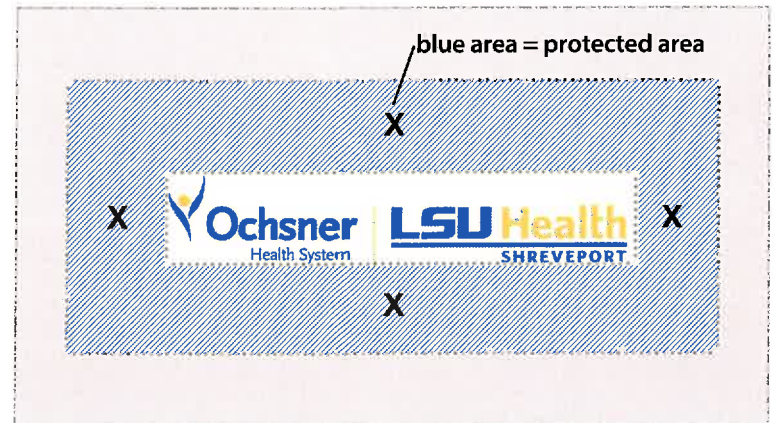
PRIMARY LOGO



SPECIALTY EXAMPLE



COLOR VARIATIONS



The blue area shows the protected area around the primary logo (where X = the height of the logo, on all sides.). This ensures that no other graphic elements interfere with the clarity and integrity of the logo. At no time is placing anything in front of, adding a stroke or outline to, or adding gradients, patterns, or effects permissible for any logo on this sheet.

Official Colors	Pantone Coated	Pantone Uncoated	CMYK	RGB	Hexadecimal
LSU Purple	PMS 268C	PMS 268U	C-82 M-98 Y-0 K-12	R-70 G-29 B-124	#461D7C
Gold	PMS 124C	PMS 124U	C-0 M-28 Y-100 K-6	R-240 G-173 B-0	#F0ad00
Black	Process Black	Process Black	C-0 M-0 Y-0 K-100	R-0 G-0 B-0	#000000
50% Gray	PMS Cool Gray 8C	PMS Cool Gray 8U	C-0 M-0 Y-0 K-50	R-153 G-153 B-153	#999999
Ochsner Blue	PMS 541C	PMS 541U	C-100 M-65 Y-0 K-31	R-7 G-43 B-97	#72b61

A consistent identity is a vital part of LSU and Ochsner Health System relationship with the public. Simple things like fonts, imagery, and colors, when used consistently, make for a stronger brand and add to the public's ability to identify LSU. By consistently producing high-quality, smart communications, we show our commitment to preserving the integrity of LSU and Ochsner, and to ensure audiences that the university is a trusted, global, confident, and progressive institution now and in the future.

Guidelines are subject to change without notice. For your protection and to maintain the maximum impact of the joint venture, approvals are for a single-use unless otherwise specified. Employees of LSU Health Shreveport should contact the department of Medical Communications for logo use approval and Ochsner Health System employees should contact the Marketing Department. Requests can be submitted via email to brandcentral@ochsner.org.