

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5506

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: TANNER/BRISTER

PROVIDED BY: LEGAL DEPARTMENT

INTRODUCED BY: _____

SECONDED BY: _____

ON THE 3 DAY OF DECEMBER, 2015

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO DECLARE 34.918+/- ACRES, AS SURPLUS PROPERTY AND TO AUTHORIZE THE PRIVATE SALE AND DISPOSAL OF SAID PROPERTY DESCRIBED HEREIN. (WARD 4, DISTRICT 7)

WHEREAS, there is a need and public purpose to declare 34.918 acres, more or less, as described in Exhibit "A" attached hereto as surplus and to sell and/or dispose of said property; and

WHEREAS, the sale will allow for continued mental health care facilities in St. Tammany Parish; and

WHEREAS, the minimum price shall be fair market value as determined by appraisal, and the terms of the sale shall be substantially similar to the Agreement for the Purchase and Sale of Immovable Property attached hereto as Exhibit "B"; and

WHEREAS, the Parish of St. Tammany hereby desires to declare said Property as surplus and authorizes the Office of the Parish President to do whatever is necessary to enter into negotiations and sell and/or dispose of said property; and

WHEREAS, the property will be sold by private sale, in accordance with the provisions of 33:4711, et seq.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: to declare 34.918 acres, more or less, as surplus property no longer needed for a public purpose, and to authorize the private sale and/or disposal of said property depicted in Exhibit "A" attached hereto.

BE IT FURTHER ORDAINED that the minimum price for the sale shall be fair market value as determined by appraisal, and the terms of the sale shall be substantially similar to the Agreement for the Purchase and Sale of Immovable Property attached hereto as Exhibit "B".

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized to exercise its discretion in selling, and/or disposing of the property, together with all agreements and all transactions necessary to carry out the intent of this Ordinance.

BE IT FURTHER ORDAINED that any and all actions previously taken by the Office of the Parish President in furtherance of actions contemplated herein are ratified and accepted accordingly.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 14 DAY OF JANUARY , 2016 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

RICHARD E. TANNER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: _____, 2015

Published Adoption: _____, 2016

Delivered to Parish President: _____, 2016 at _____

Returned to Council Clerk: _____, 2016 at _____

Ordinance Administrative Comment

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO DECLARE 34.918+/- ACRES AS SURPLUS PROPERTY AND TO AUTHORIZE THE PRIVATE SALE AND DISPOSAL OF SAID PROPERTY DESCRIBED HEREIN, TO ST. TAMMANY PARISH RECREATION DISTRICT NO. 1 (WARD 4, DISTRICT 7).

St. Tammany Parish seeks to declare 34.918 acres, more or less, as surplus and to sell said property to MBH of Louisiana Holdings, LLC and/or an affiliated entity, in accordance with the provisions of Louisiana Revised Statute 33:4711, et seq. This acquisition will allow the continued operation of Northlake Behavioral Hospital. The Parish intends to sell the property at fair market value, supported by an appraisal. The property has been surveyed with metes and bounds description prior to closing. All closing costs and fees will be the responsibility of the purchaser.

**AGREEMENT FOR THE PURCHASE
AND SALE OF IMMOVABLE PROPERTY**

THIS Agreement for the Purchase and Sale of Immovable Property (this “**Agreement**” or “**Contract**”) is made and entered into, effective as of the Effective Date provided below, by and between **ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana and the governing body of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented herein by Patricia P. Brister, its President, duly authorized (herein referred to as “**Seller**”), and **MBH OF LOUISIANA HOLDINGS, L.L.C.**, a Delaware limited liability company, whose mailing address is 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910, represented herein by Wesley Mason, duly authorized (herein referred to as “**Purchaser**”).

1. PROPERTY

1.1 Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, each and all of the following (collectively the “**Property**”):

a. that certain tract of land (the “**Land**”) situated in St. Tammany Parish, Louisiana, containing approximately thirty four and 918/1000 (34.918) acres in Section 43, Township 8 South, Range 12 East, Greenburg Land District, all as shown on **EXHIBIT A** attached hereto and as described on **EXHIBIT B** attached hereto; and

b. all interest of Seller in any alleys, strips or gores of land, if any, adjoining the Land; and

c. all rights, titles and interests of Seller in and to any servitudes, rights-of-way, rights of ingress or egress or other interests benefiting the Land; and

d. all improvements placed, constructed or installed on the Land.

1.2 The precise legal description of the Land shall be established by the Survey (defined below).

1.3 In connection with the closing of the transactions contemplated by this Agreement:

a. Purchaser’s affiliate, MBH of Louisiana, LLC d/b/a Northlake Behavioral Health System (“MBH”), shall assign, and Seller shall assume, any and all of MBH’s right, title and interest in: (i) the Lease by and between MBH and the State of Louisiana, Florida Parishes Human Services Authority dated July 1, 2015; and (ii) the Commercial Lease by and between MBH and St. Tammany Parish School Board dated July 1, 2014. Such assignment and assumption

shall be completed pursuant to an Assignment and Assumption Agreement, in a form substantially similar to the form attached hereto as Exhibit “C-1”, between Purchaser and Seller (the “**Purchaser Assignment**”); and

b. Seller shall assign, and Purchaser shall assume, any and all of Seller’s right, title and interest in the Commercial Lease between Louisiana United Methodist Children and Family Services, Inc. and MBH of Louisiana d/b/a/ Northlake Behavioral Health System dated January 2, 2013. Such assignment and assumption shall be completed pursuant to an Assignment and Assumption Agreement, in a form substantially similar to the form attached hereto as Exhibit “C-2”), between Seller and Purchaser (the “**Seller Assignment**”).

c. The Purchaser Assignment and Seller Assignment shall collectively be referred to as the “**Assignment and Assumption Agreement**”.

2. PURCHASE PRICE AND DEPOSIT

2.1 The purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be Six Million Seven Hundred Forty Thousand and No/100 Dollars (\$6,740,000.00), which shall be payable in cash or other funds immediately available to Seller at the Closing (as hereinafter defined).

2.2 Within three (3) business days after the date of (a) the execution of this Agreement by both Seller and Purchaser and Chicago Title Insurance Company, 2000 M Street, NW, Suite 610, Washington, DC 20036, Attn: Sean Murphy (the “**Escrow Agent**”) (the “**Effective Date**”), Purchaser shall deposit with Escrow Agent the sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars as deposit for this transaction (the “**Deposit**”). In the event the Deposit is not timely deposited with the Escrow Agent, Seller shall have the option to declare this Agreement to be null and void, by the giving of written notice thereof to Purchaser. The Deposit shall be deposited by the Escrow Agent in a non-interest bearing account at a financial institution approved by Purchaser. At the closing of this transaction (the “**Closing**”), the Deposit shall be applied to the Purchase Price or returned to Purchaser, at Purchaser's option. Otherwise, the Deposit shall be disbursed in accordance with the further provisions of this Agreement.

2.3 The entire Purchase Price shall be paid by Purchaser to Seller at the Closing in cash, by cashiers check or other immediately available funds.

3. TITLE INSURANCE COMMITMENT AND SURVEY

3.1 Purchaser shall, at Purchaser’s cost, cause a title company of Purchaser’s choice (the “**Title Company**”) to deliver to Purchaser, or Purchaser’s lender (i) a current commitment for an Owner's or Lender’s Policy of Title Insurance (the “**Title Commitment**”), setting forth the state of title of the Property and all exceptions, including servitudes, restrictions, rights-of-way, covenants, reservations or other conditions or matters affecting the Property, and (ii) copies of all

instruments creating such exceptions. All servitudes and rights-of-way benefiting the Property shall be insured under the Title Commitment as additional insured parcels.

3.2 Seller has provided to Purchaser a current survey that includes the Land, prepared by Kelly J. McHugh, Kelly J. McHugh & Assoc. Inc., dated August 17, 2015, last revised November 10, 2015 and identified as Job No. 12-054 (the “**Survey**”).

4. PURCHASER'S OBJECTIONS TO TITLE

4.1 In the event the Title Commitment or Survey indicates any title or survey exceptions or other matters (herein collectively “**Title Matters**”) concerning the Property which affect the merchantability of the Property, in Purchaser's reasonable discretion, then Purchaser shall, on or on or before forty five (45) days after the completion of: (i) the Survey; and (ii) the Title Commitment (“**Title and Survey Objection Deadline**”), notify Seller in writing of such fact (“**Title and Survey Objections**”). Purchaser's failure to give Seller written notice of objections within such period shall be deemed to be Purchaser's approval of the Title Matters indicated in the Title Commitment and Survey.

4.2 In the event Purchaser makes timely Title and Survey Objections as hereinabove set forth, thereafter, until the Closing, both Seller and Purchaser shall have the right to attempt to cure the objectionable Title Matters, each expending its own efforts at its own cost as it sees fit, and both parties agree to cooperate with one another in connection with either party's curative efforts. In the event, despite such efforts, the unacceptable Title Matters are not resolved upon Closing, then Purchaser may either (i) terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further obligations to each other hereunder except for those obligations that expressly survive the termination of this Agreement, or (ii) waive its objections and proceed with the purchase of the Property. Purchaser's failure to terminate this Contract within the period specified shall be deemed to be an election to waive its objections and proceed with the Closing.

4.3 Immediately prior to Closing, the Title Company shall be requested to bring the effective date of its Title Commitment down to the Closing Date. If any requirements or exceptions are reported which were not shown on the Title Commitment obtained by Purchaser prior to the Title and Survey objection deadline, and to which Purchaser objects in its sole discretion, then Seller shall cure, correct or remove same prior to the Closing Date, or Purchaser shall have the option by giving written notice thereof to Seller on or before the Closing Date of (i) taking such title as Seller can convey with abatement of the sales price to the extent of any liens or other matters of an ascertainable dollar amount if such liens or other matters were voluntarily caused or allowed to be created by Seller, and otherwise without abatement of the Purchase Price; (ii) extending the Closing Date for a period of thirty (30) days during which Purchaser may endeavor to effect a cure of the new objectionable Title Matters at Purchaser's expense, reserving its rights to elect option (i) or (iii) at the end of said time period if it is unable to cure, correct or

remove same; or (iii) electing to terminate this Agreement, in which event the Deposit shall be returned to Purchaser.

4.4 Purchaser's obligation to purchase the Property at Closing and to pay the Purchase Price is expressly conditioned upon the following (unless waived in writing signed by Purchaser), and if all of these conditions are not satisfied as of the date of Closing or such other date(s) set forth below, as applicable), Purchaser may terminate this Agreement, whereupon the Escrow Agent shall return the Deposit to Purchaser, Purchaser shall have such other rights and remedies as are provided herein in the event of a default by Seller, and this Agreement shall otherwise be null and void:

a. Seller's warranties and representations set forth herein shall be true and correct in all material respects as of the date of Closing.

b. Seller shall have performed each and all of its covenants and agreements hereunder within the time provided.

c. There shall have been no material breach on the part of Seller of any covenants set forth in this Agreement.

d. Purchaser shall have received a favorable wetlands delineation report, which shall not reveal any conditions of the Property that may limit, restrict or prohibit the development of the Property; provided, however, that if an unfavorable report is provided, which is due solely to the actions or inactions of MBH of Louisiana, LLC during its period of occupancy of the Property, Purchaser shall remain obligated to close (subject to all other conditions of closing).

e. Purchaser shall have received a favorable Phase I Environmental Site Assessment, which shall not reveal any indication of environmental damage, potential environmental liabilities or environmental issues affecting the Property; provided, however, that if an unfavorable report is provided, which is due solely to the actions or inactions of MBH of Louisiana, LLC during its period of occupancy of the Property, Purchaser shall remain obligated to close (subject to all other conditions of closing).

5. CLOSING

5.1 The closing of the purchase of the Property (the “**Closing**”) shall be held at 21490 Koop Drive, Mandeville, Louisiana 70471, and shall occur on or before the later of January 31, 2016 or thirty (30) days after the expiration of the Title and Survey Objection Deadline (“**Closing Date**”). At Closing, Seller and Purchaser shall perform their respective obligations set forth herein, the performance of which obligations shall be concurrent conditions. At the Closing, Seller shall deliver to Purchaser duly executed originals of the following:

a. a “Cash Sale”, in a form substantially similar to the Cash Sale attached hereto as Exhibit “D”, with:

- (1) full waiver of warranties except for a warranty of title with respect to Seller’s own acts only;
- (2) restrictive covenants for continued use as a mental hospital facility;
- (3) reservation of utility servitudes;
- (4) grant of utility servitudes;
- (5) reservation of minerals;
- (6) right of first refusal; and
- (7) reservation of access servitude.

b. a “Cooperative Endeavor Agreement”, in a form substantially similar to the Cooperative Endeavor Agreement attached hereto as Exhibit “E”, setting forth post-closing conditions;

c. the Assignment and Assumption Agreement;

d. all documents necessary to create, evidence, establish or memorialize any other covenants, agreements or actions required from either or both of Purchaser and Seller under this Agreement; and

e. a settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement; and

f. such other customary documents as shall be reasonable and necessary consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

5.2 At the Closing, Purchaser shall pay Seller the Purchase Price as specified in Section 2 and Purchaser shall execute the documents identified in Section 5.1.

5.3 Any real estate taxes and assessments relating to the Property for the year of the Closing shall be prorated as of the date of the Closing.

5.4 At Closing hereunder, Seller shall pay: legal and other professional charges for services provided to Seller; and any other expenses stipulated to be paid by Seller under the provisions of this Agreement or which are customary for the seller to pay and which are not otherwise expressly addressed in this Agreement. Purchaser shall pay: costs incurred in connection with any financing obtained by Purchaser; legal and other professional charges for services provided to Purchaser; premiums for the title insurance policy and any other expenses stipulated to be paid by Purchaser under the provisions of this Agreement or which are customary for the buyer to pay and which are not otherwise expressly addressed in this Agreement.

5.5 Possession of the Property shall be delivered to Purchaser at the Closing, free and clear of any tenants, occupants, users, or rights of tenancy, occupancy or use, except for the tenants, occupants, and/or users identified in Exhibit "F" attached hereto.

5.6 DISCLAIMERS AND RELEASES. The Act of Sale shall contain the following "As-Is, Where-Is" provision:

This sale is made without any warranties of title whatsoever, whether expressed or implied, not even for the return of the purchase price, or any part thereof, except for the acts of the Seller or anyone claiming by, through or under the Seller; (a) this sale is made without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether expressed or implied, not even for the return of the purchase price or any part of it, including, but not limited to, any warranties against redhibitory defects; and (b) the Purchaser expressly waives the benefit of any and all such warranties. Without limiting the foregoing, the Purchaser declares and acknowledges that it has had ample opportunity to examine the Property and all of the improvements located on it in connection with the use to which the Purchaser intends to make of the Property and of such improvements, that it accepts the Property and such improvements "as is," "where is" and "with all faults," including, but not limited to, all environmental vices or defects; and that it specifically relieves and releases the Seller from any and all claims for vices or defects in the Property or in any improvements thereon, whether obvious or latent, known or unknown; and that it specifically and particularly waives any and all claims or causes of action for redhibition pursuant to Louisiana Civil Code Art 2520 *et seq.*, or diminution of the consideration pursuant to Louisiana Civil Code Art 2541 *et seq.*, for concealment and/or any other theory of law. However, the Seller subrogates the Purchaser in and to all rights and action in warranty which the Seller has or may have against previous owners and vendors of the Property, including

but not limited to any recourse the Seller has against a title insurance company under the Seller's policy of title insurance on the Property.

Without limiting the foregoing, Purchaser releases Seller with respect to the Property sold to Purchaser hereunder from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees, whether suit is instituted or not), liquidated or contingent ("Claims"), arising from or related to (a) any defects in the Property or whether the same are a result of negligence or otherwise; (b) other conditions (including termite or other wood destroying insect infestation and resultant damage therefrom and environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The releases set forth in this paragraph specifically include any Claims under any Environmental Laws (as defined below), under Americans with Disabilities Act of 1990, 42 U.S.C. Section 1201, et seq., or with respect to any Environmental Risk (as defined below). "Environmental Laws" include, without limitation, the solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 9601, et seq.), the Emergency Planning Community Right to Know Act (42 U.S.C. Section 1101, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), the Clean Water Act (33 U.S.C. Section 12541, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.), and the Safe Drinking Water Act (42 U.S.C. Section 300m et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Act of Sale. "Environmental Risk" consists of any risk to persons or to the environment, including, without limitation, (i) the presence of any friable, damaged asbestos upon the Property; and or (ii) the releases or discharge of any "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws) onto or from the Property of such a nature or to such an extent as to require clean-up under applicable law.

6. TITLE

6.1 At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions, servitudes, rights-of-way, assessments and restrictions, except for all Title Matters affecting the Property approved or deemed approved by Purchaser in accordance with Section 4 above, the tenants, occupants and/or users provided on Exhibit "E" attached hereto and all matters created by or established under any

plats, easements or other documents expressly permitted by or required under this Agreement (collectively “**Permitted Exceptions**”).

7. COMMISSIONS AND FEES

7.1 Seller and Purchaser each represent and warrant to the other that it has not dealt with any other real estate brokers in connection with this Contract or the Property. Any fees or real estate commissions occasioned by the execution and/or consummation of this Contract and/or the Closing shall be the sole responsibility of the party contracting therefor, and such party agrees to indemnify and hold harmless the other party from any and all claims for such commission(s), and costs or expenses related thereto.

8. DEFAULT; REMEDIES

8.1 Default by Purchaser. Unless this Agreement is terminated in accordance with the provisions hereof, in the event Purchaser fails to purchase the Property at the Closing, for any reason other than: (i) a default or breach hereunder by Seller, or (ii) the conditions to closing set forth in Section 4.4 above have not been satisfied, Seller shall be entitled as its sole and exclusive remedy either (i) to terminate this Agreement and receive the Deposit as liquidated damages, Seller and Purchaser agreeing that Seller's damages in such event would be difficult to measure or (ii) to enforce specific performance of the obligations of Purchaser hereunder.

8.2 Default by Seller. Except as set forth below, in the event Seller refuses to consummate the sale of the Property pursuant to this Agreement, for any reason other than a default or breach hereunder by Purchaser, Purchaser shall have as its sole and exclusive remedies the right either (i) to enforce specific performance of the obligations of Seller hereunder, or (ii) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser by the Escrow Agent, and Seller shall pay to Purchaser within ten (10) days after written demand therefor, all actual costs and expenses incurred by Purchaser in connection with or pursuant to this Agreement, including without limitation fees and costs paid to third-party consultants and professionals, up to a maximum amount equal to the amount of the Deposit. In the event Seller refuses to consummate the sale of the Property pursuant to this Agreement due to the failure of the St. Tammany Parish Council to approve an Ordinance authorizing the sale of the Property, Purchaser shall have as its sole and exclusive remedies the right to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser by the Escrow Agent.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Seller hereby represents, warrants and/or covenants to Purchaser as follows:

a. Seller is the fee title owner to the Property, and Seller, subject to adoption by the St. Tammany Parish Council of an Ordinance authorizing the sale, has the full right, power and authority to enter into and deliver this Agreement, to consummate the sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder. Seller agrees to diligently pursue an Ordinance from the St. Tammany Parish Council for the authority to consummate the sale of the Property in accordance with the procedures and time lines established by the St. Tammany Parish Council.

b. Seller has not received any notice, and has no actual knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by any expropriation, condemnation, eminent domain, or similar proceedings;

c. Seller has no actual notice of any actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, parish or municipal department, commission, board, bureau, agency or other governmental instrumentality;

d. There are no leases, occupancy agreements or tenants in possession affecting the Property or any portion thereof, other than as disclosed in Exhibit "E";

e. No person, firm or other legal entity has any right or option to acquire the Property or any portion or portions thereof or any interest or interests therein;

f. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller;

g. Other than the presence of nesting and/or foraging habitat for the Red-cockaded Woodpecker, Seller has not received any notice, actual or constructive, of any government (whether federal, state or municipal) actions such as development moratoriums which could adversely affect Purchaser's contemplated use of the Property;

9.2 Purchaser represents and warrants to Seller as follows:

a. That, as of the date of Closing, Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder; and

b. That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the final and entire Agreement between the parties and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties.

10.2 Partial Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.3 Time of the Essence. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

10.4 Successors and Assigns.

a. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns, to the extent assignment is permitted pursuant to the other applicable provisions of this Agreement.

b. Purchaser shall not assign this Agreement or its rights hereunder to any entity not affiliated with Purchaser without the consent of Seller, which shall not be unreasonably withheld; provided, however, that Purchaser may, after providing notice of such assignment to Seller, assign this Agreement without the consent of Seller, to any parent, subsidiary, or affiliate of Purchaser. For this purpose, "affiliate" shall mean (i) an entity which is a subsidiary of, or controlled by, the entity owning a controlling interest in Purchaser, (ii) any person or entity directly or indirectly controlling, controlled by or under common control with Purchaser, and (iii) a person or entity owning or controlling 50% or more of the equity of Purchaser, or a subsidiary thereof. Upon such assignment, Purchaser shall be released from all obligations hereunder.

10.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.6 Headings. The headings of the articles, sections, subsections, paragraphs and subparagraphs hereof are provided for convenience of reference only, and shall not be considered in construing their contents.

10.7 Exhibits. Each writing or plat or plan referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit is incorporated herein by reference and made a part hereof.

10.8 Time Periods. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless “business days” is otherwise expressly provided. Therefore, if (a) the last date by which the Closing is permitted to occur hereunder, or (b) any date by which a party is required to provide the other party with notice hereunder, occurs on a Saturday or a Sunday or a holiday in the jurisdiction where the Property is located, the dates shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next, succeeding day, which is not a Saturday, Sunday or state banking holiday. Business days are days other than Saturday, Sunday or state banking holidays.

10.9 Waivers. Except as otherwise expressly provided herein, no party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

10.10 Choice of Law. This Agreement shall be given effect and construed by application of the laws of the State of Louisiana. Any suit filed by a party to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany, which shall have exclusive venue and jurisdiction for any such action.

10.11 Attorney's Fees. In the event either party hereto institutes legal proceedings to exercise its rights or to enforce this Agreement, the prevailing party in such proceedings shall be entitled to recover reimbursement of all reasonable attorney fees and costs of court incurred by it from the other party.

10.12 No Merger; Survival. All obligations of Seller and Purchaser hereunder which by their nature are performable after the Closing shall survive the Closing and not be merged into the documents delivered at the Closing.

10.13 Condemnation. In the event of any condemnation, eminent domain or taking of the Property or any part thereof prior to Closing, Purchaser may, at its election, terminate this Agreement in full. In the event Purchaser terminates this Agreement, the Deposit shall be refunded to Purchaser and Purchaser shall have no further obligations hereunder. If Purchaser proceeds

with Closing, Purchaser shall be entitled and Seller shall assign to Purchaser all condemnation awards and settlements for the Property at the Closing.

10.14 Effect of Termination. If this Agreement is timely terminated by either party pursuant to a right of termination specifically provided elsewhere in this Agreement, then this Agreement shall cease to have any force or effect, except for those provisions that expressly survive the termination of this Agreement, and except that in the event of a termination by Purchaser the full amount of the Deposit shall be returned to Purchaser. If any other specific provision of this Agreement provides any other rights or remedies in the event of a termination by either party, then this Section shall not prevent the exercise of such additional rights or remedies.

11. NOTICES

11.1 For the purpose only of notice given hereunder, the addresses of the parties hereto, to which all notices hereunder are to be sent, are as follows:

Seller: St. Tammany Parish Government
Attn: Patricia P. Brister, President
P.O. Box 628
Covington, Louisiana 70434

Purchaser: MBH of Louisiana Holdings, L.L.C.
1300 Spring Street, Suite 205
Silver Spring, Maryland 20910
Attn: Moiz Doriwala

Notices hereunder shall be in writing and shall be considered effected by delivery to the undersigned signatory parties in person or via overnight courier service, and bearing the address for notice provided herein. Provided, however, that in case an addressee refuses delivery by prepaid overnight courier service, then delivery shall be deemed to have occurred on the date of such refused delivery. Any party hereto may change his or her address by giving the other party notice thereof as provided herein.

12. OPERATIONS AND CONDITIONS PRIOR TO CLOSING DATE

12.1 Between the Effective Date of this Agreement and the Closing date:

a. No Change in Condition. There shall be no change in any condition or matter relating to the Property, except for the filing of the Plat and the resubdivision of the Land

associated therewith, nor any change in any aspect of the legal status of the Property or the title thereto from the state of facts reflected in the Title Commitment or the Survey.

b. No Contracts or Leases. No contract of lease or other agreement granting use or occupancy of all or any part of the Property, or otherwise on behalf of or affecting the Property, shall be negotiated or entered by either Purchaser and/or Seller between the Effective Date and the Closing date, except with each party's prior written consent, which will not be unreasonably withheld or delayed.

[SIGNATURE PAGES FOLLOW]

THUS DONE AND SIGNED, the Seller and purchaser have executed this Agreement for the Purchase and Sale of Immovable Property effective as of the Effective Date (as defined above).

SELLER:

ST. TAMMANY PARISH GOVERNMENT

By: _____
Patricia P. Brister
President
Date: _____

PURCHASER:

MBH OF LOUISIANA HOLDINGS, L.L.C.

By: _____
Wesley Mason
Manager
Date: _____

Receipt of a fully executed copy of this Agreement is hereby acknowledged as of the date hereinafter set forth.

Dated: _____, 2015

ESCROW AGENT:

CHICAGO TITLE INSURANCE
COMPANY

By: _____
Sean Murphy
Its: _____
Date: _____

EXHIBIT A

SITE PLAN/DEPICTION OF PROPERTY

(See attached page.)

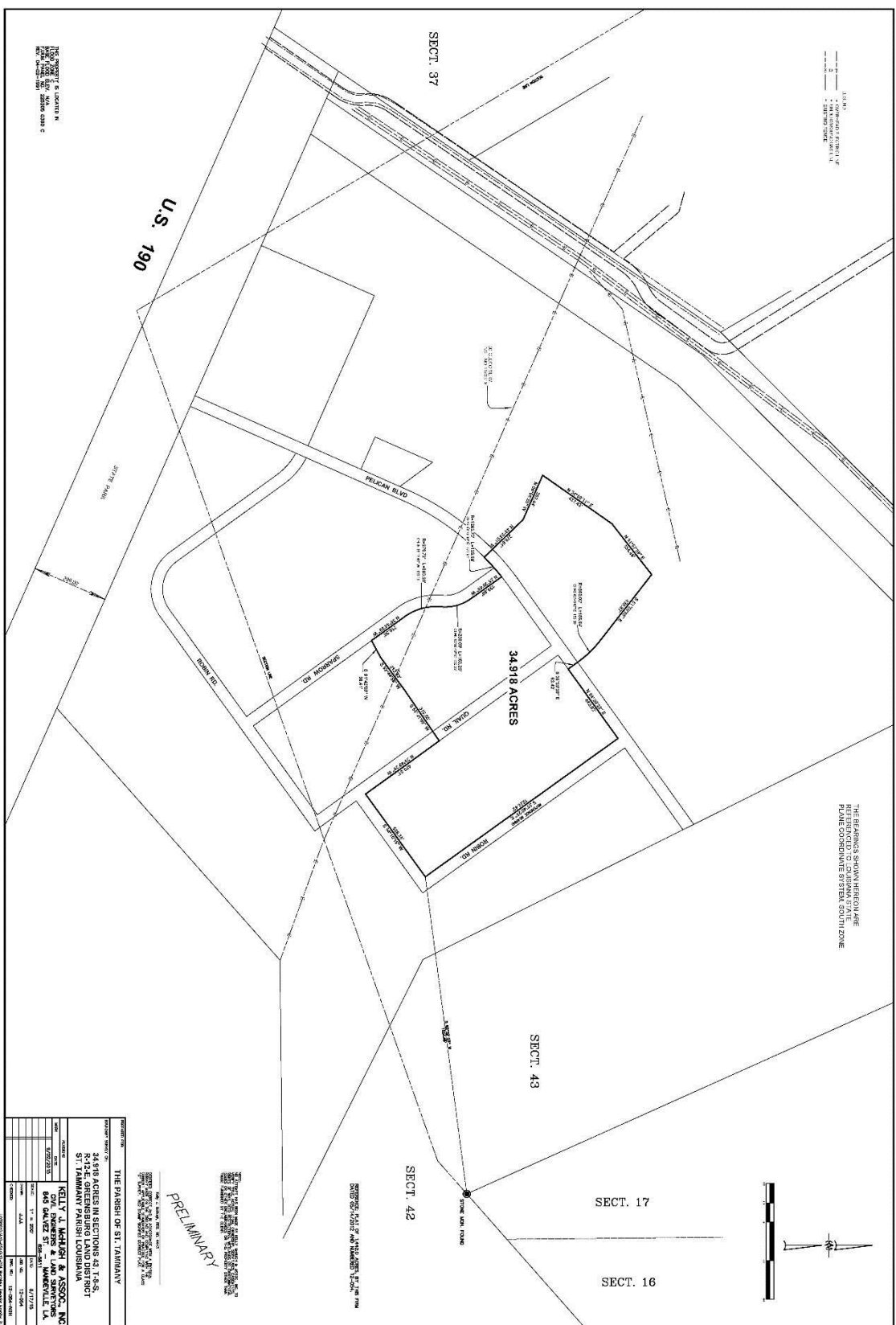


EXHIBIT B

Legal Description Of 34.918 Acres

A certain parcel of ground situated in Section 43, Township 8 South, Range 12 East, Greensburg Land District, St. Tammany Parish, Louisiana, and being more fully described as follows:

From the corner common to Sections 17, 42 and 43, T-8-S, R-12-E, run South 82 degrees 32 minutes 03 seconds West a distance of 1654.46 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING, run South 54 degrees 10 minutes 16 seconds West a distance of 528.35 feet; thence North 35 degrees 49 minutes 29 seconds West a distance of 470.51 feet; thence South 55 degrees 41 minutes 08 seconds West a distance of 316.05 feet; thence South 53 degrees 44 minutes 50 seconds West a distance of 212.93 feet; thence South 61 degrees 42 minutes 00 seconds West a distance of 98.41 feet; thence North 35 degrees 48 minutes 59 seconds West a distance of 210.56 feet to a point of curve; thence along a curve to the right having a radius of 279.72 feet, a delta of 41 degrees 02 minutes 26 seconds, an arc length of 200.36 feet, and a chord which bears North 15 degrees 17 minutes 46 seconds West having a chord distance of 196.11 feet to a point of reverse curve; thence along a curve to the left having a radius of 230.00 feet, a delta of 40 degrees 40 minutes 13 seconds, an arc length of 163.26 feet, and a chord which bears North 15 degrees 06 minutes 40 seconds West having a chord distance of 159.86 feet to a point of tangency; thence North 35 degrees 26 minutes 46 seconds West a distance of 195.89 feet to a point on a curve; thence along a curve to the left having a radius of 1,263.70 feet, a delta of 06 degrees 09 minutes 54 seconds, an arc length of 135.98 feet, and a chord which bears South 48 degrees 19 minutes 38 seconds West having a chord distance of 135.91 feet to a point on a line; thence North 43 degrees 53 minutes 01 seconds West a distance of 278.61 feet; thence North 66 degrees 06 minutes 29 seconds West a distance of 252.44 feet; thence North 34 degrees 58 minutes 11 seconds East a distance of 437.43 feet to a pp for corner; thence North 51 degrees 57 minutes 59 seconds East a distance of 334.48 feet; thence South 51 degrees 59 minutes 55 seconds East a distance of 435.87 feet to a point of curve; thence along a curve to the right having a radius of 550.00 feet, a delta of 16 degrees 20 minutes 18 seconds, an arc length of 156.84 feet, and a chord which bears South 43 degrees 49 minutes 47 seconds East having a chord distance of 156.30 feet to a point of tangency; thence South 35 degrees 39 minutes 38 seconds East a distance of 63.42 feet; thence North 54 degrees 20 minutes 22 seconds East a distance of 442.63 feet; thence South 35 degrees 40 minutes 25 seconds East a distance of 1,228.42 feet to the POINT OF BEGINNING;

Said parcel contains 34.918 acres.

EXHIBIT C-1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated effective as of the _____ day of January, 2016, is executed by and between **MBH OF LOUISIANA, LLC d/b/a NORTHLAKE BEHAVIORAL HEALTH SYSTEM** a Delaware limited liability company, whose mailing address is 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910 (herein referred to as “Assignor”), and **ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana and the governing body of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented herein by Patricia P. Brister, its President, duly authorized (herein referred to as “Assignee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest as fee owner and lessor in that certain (i) Lease by and between Assignor as landlord and the State of Louisiana, Florida Parishes Human Services Authority as tenant dated July 1, 2015; and (ii) the Commercial Lease by and between Assignor as landlord and St. Tammany Parish School Board as tenant dated July 1, 2014 (collectively, the “Lease”), said landlord being authorized to lease pursuant to that Cooperative Endeavor Agreement between Assignee and MBH of Louisiana, LLC dated effective January 2, 2013. Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Lease that arise after the date hereof and relate to the period after the date hereof. Assignor hereby makes no representations or warranties of any kind or nature whatsoever with respect to the Lease, whether express or implied, and any and all such representations and warranties being expressly disclaimed. This Assignment shall inure to the benefit of and be binding upon and enforceable against Assignor and Assignee and their respective successors and assigns.

(Signature page follows.)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first written above.

ASSIGNOR:

MBH OF LOUISIANA, L.L.C. d/b/a
NORTHLAKE BEHAVIORAL HEALTH
SYSTEM

By: _____
Wesley Mason
Manager
Date: _____

ASSIGNEE:

ST. TAMMANY PARISH GOVERNMENT

By: _____
Patricia P. Brister
President
Date: _____

EXHIBIT C-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated effective as of the _____ day of January, 2016, is executed by and between **ST. TAMMANY PARISH GOVERNMENT**, a political subdivision of the State of Louisiana and the governing body of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, represented herein by Patricia P. Brister, its President, duly authorized (herein referred to as “Assignor”), and **MBH OF LOUISIANA HOLDINGS, L.L.C.**, a Delaware limited liability company, whose mailing address is 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910, represented herein by Wesley Mason, duly authorized (herein referred to as “Assignee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest as fee owner and lessor in that certain Commercial Lease between Louisiana United Methodist Children and Family Services, Inc. as tenant and MBH of Louisiana d/b/a Northlake Behavioral Health System as landlord dated January 2, 2013, for 13,800 square feet of buildings identified as Wards S and T of 23515 Highway 190, Mandeville, La 70448 (the “Lease”), said landlord being authorized to lease pursuant to that Cooperative Endeavor Agreement between Assignor and MBH of Louisiana, LLC dated effective January 2, 2013. Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Lease that arise after the date hereof and relate to the period after the date hereof. Assignor hereby makes no representations or warranties of any kind or nature whatsoever with respect to the Lease, whether express or implied, and any and all such representations and warranties being expressly disclaimed. This Assignment shall inure to the benefit of and be binding upon and enforceable against Assignor and Assignee and their respective successors and assigns.

(Signature page follows.)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first written above.

ASSIGNOR:

ST. TAMMANY PARISH GOVERNMENT

By: _____
Patricia P. Brister
President
Date: _____

ASSIGNEE:

MBH OF LOUISIANA HOLDINGS, L.L.C.

By: _____
Wesley Mason
Manager
Date: _____

**EXHIBIT “D”
CASH SALE**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

**CASH SALE WITH RESTRICTIVE COVENANTS,
MINERAL RESERVATIONS, RIGHT OF FIRST REFUSAL,
RESERVATION OF UTILITY SERVITUDES,
RESERVATION FOR PUBLIC ACCESS AND
GRANT OF UTILITY SERVITUDES,**

BEFORE the respective undersigned Notaries Public and in the presence of the respective undersigned witnesses, personally appeared:

THE PARISH OF ST. TAMMANY, (Tax ID 72-6001304), a political subdivision of the State of Louisiana, herein represented by the Honorable Patricia P. Brister, St. Tammany Parish President, who is duly authorized to sign and execute this agreement on behalf of the Parish pursuant to the St. Tammany Parish Charter, as well as pursuant to Ordinance adopted by the St. Tammany Parish Council, attached hereto, whose mailing address is declared to be Post Office Box 628, Covington, LA, 70434 (hereinafter collectively referred to as **“Seller”**);

MBH OF LOUISIANA HOLDINGS, L.L.C. (Tax ID _____) a limited liability company of the State of Delaware whose mailing address is 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910, represented by and through Wesley Mason, its Manager, duly authorized, hereinafter referred to as **“Purchaser”**;

who made the following declarations:

1. Cash Sale of Property.
 - a. For the price of **Six Million Seven Hundred Forty Thousand and No/100 Dollars (\$6,740,000.00)** cash, receipt of which is acknowledged, Seller does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Purchaser, and its heirs, successors and assigns, all and singular that certain immovable property more fully described as follows:

A certain parcel of ground situated in Section 43, Township 8 South, Range

12 East, Greensburg Land District, St. Tammany Parish, Louisiana, and being more fully described as follows:

From the corner common to Sections 17, 42 and 43, T-8-S, R-12-E, run South 82 degrees 32 minutes 03 seconds West a distance of 1654.46 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING, run South 54 degrees 10 minutes 16 seconds West a distance of 528.35 feet; thence North 35 degrees 49 minutes 29 seconds West a distance of 470.51 feet; thence South 55 degrees 41 minutes 08 seconds West a distance of 316.05 feet; thence South 53 degrees 44 minutes 50 seconds West a distance of 212.93 feet; thence South 61 degrees 42 minutes 00 seconds West a distance of 98.41 feet; thence North 35 degrees 48 minutes 59 seconds West a distance of 210.56 feet to a point of curve; thence along a curve to the right having a radius of 279.72 feet, a delta of 41 degrees 02 minutes 26 seconds, an arc length of 200.36 feet, and a chord which bears North 15 degrees 17 minutes 46 seconds West having a chord distance of 196.11 feet to a point of reverse curve; thence along a curve to the left having a radius of 230.00 feet, a delta of 40 degrees 40 minutes 13 seconds, an arc length of 163.26 feet, and a chord which bears North 15 degrees 06 minutes 40 seconds West having a chord distance of 159.86 feet to a point of tangency; thence North 35 degrees 26 minutes 46 seconds West a distance of 195.89 feet to a point on a curve; thence along a curve to the left having a radius of 1,263.70 feet, a delta of 06 degrees 09 minutes 54 seconds, an arc length of 135.98 feet, and a chord which bears South 48 degrees 19 minutes 38 seconds West having a chord distance of 135.91 feet to a point on a line; thence North 43 degrees 53 minutes 01 seconds West a distance of 278.61 feet; thence North 66 degrees 06 minutes 29 seconds West a distance of 252.44 feet; thence North 34 degrees 58 minutes 11 seconds East a distance of 437.43 feet to a pp for corner; thence North 51 degrees 57 minutes 59 seconds East a distance of 334.48 feet; thence South 51 degrees 59 minutes 55 seconds East a distance of 435.87 feet to a point of curve; thence along a curve to the right having a radius of 550.00 feet, a delta of 16 degrees 20 minutes 18 seconds, an arc length of 156.84 feet, and a chord which bears South 43 degrees 49 minutes 47 seconds East having a chord distance of 156.30 feet to a point of tangency; thence South 35 degrees 39 minutes 38 seconds East a distance of 63.42 feet; thence North 54 degrees 20 minutes 22 seconds East a distance of 442.63 feet; thence South 35 degrees 40 minutes 25 seconds East a distance of 1,228.42 feet to the POINT OF BEGINNING (hereinafter, the **“Property”**);

Said parcel contains 34.918 acres, all as per survey by Kelly J. McHugh & Assoc., Inc., numbered Job 12-054 and dated August 17, 2015, last dated November 10,

2015 (the “**Survey**”), a copy of which is attached hereto and made a part hereof.

Said parcel is identified as Parcel 2 on that Resubdivision of 293.875 Acres into Parcels, Pelican Park, Northlake Behavior Health System, Mitigation Bank, Safe Haven, Sec. 37, 42, & 43, T-8-S, R-12-E, Greenburg Land Dist. St. Tammany Parish Louisiana by Kelly J. McHugh & Assoc., Inc. numbered Job 12-054, dated October 23, 2015 and recorded as File No. 5459 on November 12, 2015 in the records of the Clerk of Court for the Parish of St. Tammany (the “**Plat**”).

- b. Purchaser hereby appears, accepts and purchases for Purchaser, Purchaser’s heirs, successors and assigns, and acknowledges due delivery and possession of, all and singular, the Property. To have and to hold, the Property herein conveyed unto Purchaser, Purchaser’s heirs, successors and assigns, forever.
- c. This sale is made without any warranties of title whatsoever, whether express or implied, not even for the return of the purchase price, or any part thereof, except for the acts of the Seller or anyone claiming by, through or under the Seller; (a) this sale is made without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether expressed or implied, not even for the return of the purchase price or any part of it, including, but not limited to, any warranties against redhibitory defects; and (b) the Purchaser expressly waives the benefit of any and all such warranties. Without limiting the foregoing, the Purchaser declares and acknowledges that it has had ample opportunity to examine the Property and all of the improvements located on it in connection with the use to which the Purchaser intends to make of the Property and of such improvements, that it accepts the Property and such improvements “as is,” “where is” and “with all faults,” including, but not limited to, all environmental vices or defects; and that it specifically relieves and releases the Seller from any and all claims for vices or defects in the Property or in any improvements thereon, whether obvious or latent, known or unknown; and that it specifically and particularly waives any and all claims or causes of action for redhibition pursuant to Louisiana Civil Code Art 2520 *et seq.*, or diminution of the consideration pursuant to Louisiana Civil Code Art 2541 *et seq.*, for concealment and/or any other theory of law. However, the Seller subrogates the Purchaser in and to all rights and action in warranty which the Seller has or may have against previous owners and vendors of the Property, including but not limited to any recourse the Seller has against a title insurance company under the Seller’s policy of title insurance on the Property.

Without limiting the foregoing, Purchaser releases Seller with respect to the Property sold to Purchaser hereunder from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees, whether suit is instituted or not), liquidated or contingent ("Claims"), arising from or related to (a) any defects in the Property or whether the same are a result of negligence or otherwise; (b) other conditions (including termite or other wood destroying insect infestation and resultant damage therefrom and environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The releases set forth in this paragraph specifically include any Claims under any Environmental Laws (as defined below), under Americans with Disabilities Act of 1990, 42 U.S.C. Section 1201, et seq., or with respect to any Environmental Risk (as defined below). "Environmental Laws" include, without limitation, the solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 9601, et seq.), the Emergency Planning Community Right to Know Act (42 U.S.C. Section 1101, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), the Clean Water Act (33 U.S.C. Section 12541, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.), and the Safe Drinking Water Act (42 U.S.C. Section 300m et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Act of Sale. "Environmental Risk" consists of any risk to persons or to the environment, including, without limitation, (i) the presence of any friable, damaged asbestos upon the Property; and or (ii) the releases or discharge of any "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws) onto or from the Property of such a nature or to such an extent as to require clean-up under applicable law.

- d. This sale is made subject to all servitudes, restrictions and rights-of-way of record and/or existing at the time of the execution of this sale. This sale is made subject to all leases of record at the time of the execution of this sale.
- e. In accordance with La. R.S. 9:2721(B), from and after the date of this Act of Cash Sale, (a) the name of the persons responsible for all property taxes and assessments is Purchaser; and (b) all property tax and assessment notices should be mailed to the following address: 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910.

2. Restrictive Covenants. The Property, or a portion thereof, shall be used as a psychiatric, mental and/or behavioral health hospital facility, which may include, but is not limited to: (a) short-term and long-term residency and treatment; (b) outpatient and/or clinic visits; (c) psychiatric, mental and/or behavioral health education; and (d) all other uses appurtenant to the foregoing and commensurate with psychiatric, mental and/or behavioral health treatment in the State of Louisiana and any and all uses permitted under the applicable zoning of the Property as same may change from time to time. So long as the Property, or a portion thereof, is being used as a psychiatric, mental and/or behavioral health hospital facility in compliance with the foregoing provisions, the Property, or a portion thereof, may also be used for additional health care services that are complimentary or supplementary to the provision of psychiatric, mental and/or behavioral health, including, but not limited to, assisted living services, a skilled nursing facility, home care services, telehealth services, long-term care and a nursing home. All uses shall include the construction, maintenance and operation of the infrastructure and facilities commensurate with any and all such uses.
3. Mineral Reservation. Seller reserves unto itself any and all minerals the Seller may have in and under the Property herein sold, including not by way of limitation or restriction, all oil, gas, sulphur, salt, mineral-bearing brine, salt water, potash, coal, lignite, peat, phosphate, uranium, thorium and other fissionable minerals, bauxite, iron ore, limestone, gypsum, gypsum rock, all metallic ores, helium, carbon dioxide, geothermal resources, which consist of superheated underground water and methane gas and other substances, either a gaseous or hard mineral, whether composed of non-hydrocarbons or hydrocarbons that are rare and exceptional in character or possess a peculiar property giving such substance a special and profitable value when mined and removed from the soil, whether such substance is known or unknown as of the date of this act and whether such substance is like or unlike any substance specifically named herein; provided, however, it being acknowledged by Seller that Seller waives any and all surface rights for the exploration, extraction and/or production of the aforementioned minerals thereby necessitating the use of directional drilling or other methods for mineral exploration, extraction and/or production. Without limiting the foregoing, Seller waives and all rights to, and shall not, use or occupy any portion of the surface of the Property for the purpose of drilling wells, the development and transmission or storage of oil, gas or other minerals or the exploration, drilling or development of and production of oil, gas or other mineral substances, or place any fixtures, equipment, buildings or structures of any kind on the surface of the Property.

4. Right of First Refusal in Favor of the Parish. Prior to selling all or any part of the Property to any third party, except in connection with a larger transaction involving a sale of all, or substantially all of the assets of MBH of Louisiana, LLC, its parent, subsidiary or affiliate companies, the Purchaser shall first offer the Seller the opportunity to purchase the Property in accordance with the following provisions. The Purchaser shall give written notice to Seller (the "Offer Notice"), of its intent to sell the Property and such Offer Notice shall include the proposed purchase price for the Property (the "Purchase Price"). Upon receipt of the Offer Notice by the Seller, Seller shall have the exclusive right for thirty (30) days within which to elect (by giving of written notice to the Purchaser) to acquire the Property for the Purchase Price. If the Seller does so elect to acquire the Property, the Seller and the Purchaser shall thereafter negotiate in good faith for no less than sixty (60) days in an attempt to confect an agreement for the purchase and sale governing such transaction. In the event the Seller and the Purchaser cannot mutually agree, after good faith negotiations, on reasonable terms and conditions to include in the agreement for the purchase and sale of the Property within the aforementioned sixty (60) day period, the right of first refusal contained in this Section shall ipso facto terminate without further formality and neither party shall have any further rights or obligations hereunder as it pertains to the initial Offer Notice. If the Seller does not timely respond to the Offer Notice or declined same or otherwise forfeits its rights hereunder because the failure of the parties to reach an agreement on the form of the agreement for the purchase and sale of the Property, the Purchaser shall be free to sell the Property on the terms set forth in the Offer Notice. The term "third party" as used above shall not include any parent, subsidiary, or affiliate of Purchaser. For this purpose, "affiliate" shall mean (i) an entity which is a subsidiary of, or controlled by, the entity owning a controlling interest in Purchaser, (ii) any person or entity directly or indirectly controlling, controlled by or under common control with Purchaser, and (iii) a person or entity owning or controlling 50% or more of the equity of Purchaser, or a subsidiary thereof.
5. Reservation of Utility Servitudes. Seller, for the benefit of itself and its successors and assigns, hereby reserves perpetual and non-exclusive servitudes of overhead, surface and/or underground utilities, surface and underground drainage for ingress, egress, construction, installation, maintenance, access and operation of said utilities and drainage over, under and across the Property in such presently existing utility and drainage locations, whether known or unknown, apparent or non-apparent, wherever said utility and/or drainage features are located on, at or along the Property and providing said utility and/or drainage services to Seller's property acquired at Conveyance Instrument Number 1975183 of the Land Records for the Clerk of Court, St. Tammany Parish, less the Property being

sold herein. In the event it is determined that the existing location of any utilities and/or drainage will unduly interfere with the operations of Purchaser, in its reasonable discretion, Purchaser may, at its expense, relocate the utilities and/or drainage to a location acceptable to Seller and Purchaser, in each party's reasonable discretion.

6. Reservation for Public Access. Seller, for the benefit of itself, its successors and assigns, and the public at large, hereby reserves a perpetual servitude for dedication of a public road and public parking over, across and upon the entirety of Cardinal Cove and the parking lot at the terminus of Cardinal Cove, as depicted on the Plat as "SERV. FOR ALL PARTIES".
7. Grant of Utility Servitudes. Seller hereby grants and creates for the benefit of the Property a perpetual and non-exclusive servitude of overhead, surface and/or underground utilities, surface and underground drainage over, under and across the Seller's property acquired at Conveyance Instrument Number 1975183 of the Land Records for the Clerk of Court, St. Tammany Parish, less and except that property sold at Instrument No. 1997386, for ingress, egress, construction, installation, maintenance, access and operation of said utilities in such presently existing utility and drainage locations, whether known or unknown, apparent or non-apparent, wherever said utility and/or drainage features are located on, at or along and providing said utility and/or drainage services to the Property. In the event it is determined that the existing location of any utilities and/or drainage will unduly interfere with the operations of Seller, in its reasonable discretion, Seller may, at its expense, relocate the utilities and/or drainage to a location acceptable to Seller and Purchaser, in each party's reasonable discretion.
8. All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties.
9. The parties do hereby waive and dispense with the production of any and all certificates and/or researches required by law, including mortgage, conveyance, lien and tax certificates and researches, and do hereby relieve and release the undersigned Notaries Public and the surety on their official bond, from all liability in connection with the non-production thereof.

[SIGNATURE PAGES FOLLOW]

THUS DONE AND PASSED by the Seller in Mandeville, Louisiana, on the ____ day of _____, 2016, before me and in the presence of the undersigned competent witnesses, who have hereunto signed their names in the presence of the appearers and me, Notary, after due reading of the whole.

WITNESSES AS TO SELLER:

Printed Name: _____

Printed Name: _____

SELLER:

PARISH OF ST. TAMMANY

BY: _____
PATRICIA P. BRISTER
Parish President

Notary Public
Print Name: _____
Notary I.D./Bar No. : _____
_____, **Louisiana**
My commission expires: _____

THUS DONE AND PASSED by the Purchaser in St. Tammany Parish, Louisiana, on the ____ day of _____, 2016, before me and in the presence of the undersigned competent witnesses, who have hereunto signed their names in the presence of the appearers and me, Notary, after due reading of the whole.

WITNESSES AS TO PURCHASER:

PURCHASER:

**MBH OF LOUISIANA HOLDINGS,
L.L.C.**

BY: _____

Printed Name:_____

Printed Name:_____

Notary Public
Print Name: _____
Notary I.D./Bar No. : _____
_____, Louisiana
My commission expires: _____

**EXHIBIT “E”
COOPERATIVE ENDEAVOR AGREEMENT**

(See attached pages.)

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT AND
MBH OF LOUISIANA HOLDINGS, LLC
(SELH Post-Closing Matters)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09, by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as “Parish”); and

MBH OF LOUISIANA HOLDINGS, L.L.C., a limited liability company of the State of Louisiana, whose mailing address is 1300 Spring Street, Suite 205, Silver Spring, Maryland 20910, represented by and through Wesley Mason, Manager duly authorized (hereinafter referred to as “Meridian”).

WHEREAS, Parish owns a complex at 23515 Highway 190, Mandeville, Louisiana 70470-3850 commonly known as “Southeast Louisiana Hospital”, consisting of 293.86+/- acres, less and except the 100.387 acres sold to St. Tammany Parish Recreation District No. 1 (“Pelican Park”); and

WHEREAS, of even date herewith, Parish has sold and Meridian has bought a portion of the Southeast Louisiana Hospital property, namely 34.918 acres, with the property more specifically described in the Cash Sale with Restrictive Covenants, Mineral Reservations, Right of First Refusal, Reservation of Utility Servitudes, Reservation for Public Access and Grant of Utility Servitudes (the “Meridian Property”); and

WHEREAS, following the sales to Meridian and Pelican Park, Parish will retain ownership of 137.64 acres (the “Parish Property”); and

WHEREAS, the parties desire to enter into this Agreement to address certain post-closing matters pertaining to utilities (including, but not limited to, heat, heated water, gas, water, sewer, electricity, telephone/data/ and fire alarm) servicing the Meridian Property and the Parish Property, and meal services benefitting the Meridian Property and Parish Property; and

WHEREAS, the various utilities for the Southeast Louisiana Hospital Site are either served by a single/master meter or are unmetered; and

WHEREAS, various facilities serving both the Meridian Property and the Parish Property, but located on the Parish Property, namely the boilers (heating and hot water), electrical generators (backup power supply), and the cafeteria (hospital/school food services) need to remain in operation for the benefit of both Meridian, Parish and each party's tenants.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE.** The parties to this Agreement acknowledge and agree that the public purposes for this Agreement include (i) public health, safety and welfare through the development and continued improvement of a mental health treatment system in St. Tammany Parish and (ii) economic development and employee retention. The parties have determined that (a) the expenditure of public funds, transfer/conveyance and usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, transfer/conveyance and use, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure, transfer/conveyance and use.
2. **MUTUAL RELEASE OF UTILITY REIMBURSEMENTS.** In consideration of the rights and obligations provided in this Agreement, Parish and Meridian hereby release, extinguish, acquit, discharge each other from any claims and/or demands for utility cost reimbursements, whether water/sewer, electricity, gas or otherwise, which may otherwise be due pursuant to that Cooperative Endeavor Agreement between Parish and MBH of Louisiana, LLC dated effective January 2, 2013.
3. **OBLIGATIONS OF MERIDIAN**
 - 3.1 **Kitchen; Food Services.** In exchange for Parish's grant of use of its Kitchen (as defined below) as provided in Section 3 below, Meridian shall, at its expense, perform ordinary maintenance and minor repairs with respect to the Kitchen as necessary to utilize the Kitchen for the preparation of meals. At its option, Meridian may contract with any tenants of the Meridian Property and/or Parish Property for the provision of meals utilizing the Kitchen. Such obligation to maintain the Kitchen shall continue until such time as Meridian discontinues usage of the Kitchen for preparation of meals. Notwithstanding the foregoing, Meridian shall not be required to replace or repair the roof, foundation, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Kitchen, or to make any Major Repair to the Kitchen. Any repair, replacement or improvement, including the acquisition or replacement of any equipment, that can be properly depreciated as a capital expenditure in

accordance with Generally Accepted Accounting Principles (GAAP) shall be considered a “Major Repair.”

3.2 Boiler Room. In exchange for Parish’s grant of use of its Boiler House (as defined below) as provided in Section 3 below, Meridian shall, at its expense, perform ordinary maintenance and minor repairs with respect to the as necessary to utilize the Boiler House for the provision of heat, hot water and backup generator power to portions of the Meridian Property and Parish Property being serviced by the Boiler House. Such obligation to maintain the Boiler House building, equipment and improvements shall continue until such time as Meridian discontinues usage of the Boiler House for the provision of heat, hot water and/or backup generator power. replace or repair the roof, foundation, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Boiler House, or to make any Major Repair to the Boiler House.

3.3 Insurance. Throughout the Term (as defined below), as well as for any subsequent extensions, Meridian agrees and obligates itself to maintain insurance coverage in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its subcontractors, as well as Parish, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers’ compensation acts in connection with the use, maintenance and operations of the Meridian Property and of those portions of the Parish Property used by Meridian as provided in this Agreement.

3.3.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than BBB+ and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Professional Liability, Medical Malpractice Liability, Commercial Auto Liability, Environmental/Pollution Liability, Workers’ Compensation/Employers Liability, and an Umbrella Policy that follows form for all liability coverages. Parish reserves the right to review and approve all insurance coverages.

3.3.2 Meridian shall have Parish named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of Parish. The insurances affected by this agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. Meridian shall present evidence

of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

3.4 Taxes. Meridian shall pay any ad valorem and/or personal property taxes that are assessed to Meridian arising from the purchase of the Meridian Property.

3.5 Electricity and Gas Utilities. Until such time as the Meridian Property's and Parish Property's electric and/or gas services are separately metered, Meridian shall maintain the electric and/or gas accounts with the respective utility providers, subject to the payment obligations of the Parish set forth below.

3.6 Surrender of Boiler House and Kitchen. Meridian may surrender the occupancy and usage of either the Boiler House or the Kitchen at any time by providing written notice to the Parish not less than ninety (90) days prior to the date upon which use and occupancy shall cease. Upon the date provided in the notice, all obligations of Meridian to repair the Kitchen and/or Boiler House, respectively, shall cease and terminate.

3.7 Landscaping/Grounds Maintenance. Meridian shall be responsible for the maintenance and upkeep of the grounds and landscaping on the Meridian Property.

4. OBLIGATIONS OF ST. TAMMANY PARISH

4.1 Kitchen. Parish shall allow Meridian the use of the kitchen located inside the building on the Parish Property identified as the "Adult Cafeteria" on Exhibit "A" attached hereto (the "Kitchen"). Use of the Kitchen shall be for preparation and consumption of meals. Meridian may enter into one or more agreements with other tenants of the Meridian Property and/or Parish Property for the provision of meals and may retain any income derived from such agreements. Such use of the Kitchen may continue until such time as a kitchen facility becomes available on the Meridian Property. Parish shall repair, or replace as appropriate, the roof, foundation, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Kitchen, and shall make any Major Repairs to the Kitchen, necessary to maintain the Kitchen in good working order.

4.2 Boiler Room; Generators. Parish shall allow Meridian use of the "Boiler House" as same is identified on Exhibit "A" attached hereto for (a) the provision of heat and hot water and (b) the provision of backup generator power to the portions of the Meridian Property and Parish Property receiving heat, hot water and/or backup power from the Boiler House. Meridian may enter into one or more agreements with other tenants of the Meridian Property and/or Parish Property (other than Parish) for the provision of heat and hot water, and backup generator power and may retain any income derived

from such agreements. Such use of the Boiler House may continue until such time as heat, hot water and/or generator power facilities become available on the Meridian Property. Parish shall repair, or replace as appropriate, the roof, foundation, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Kitchen, and shall make any Major Repairs to the Kitchen, necessary to maintain the Kitchen in good working order.

4.3 Water/Sewer Service. Parish shall supply the Meridian Property with water and sewer services, to be paid by Meridian either by prorated or metered volume as provided in this Agreement.

4.4 Landscaping/Grounds Maintenance. Parish shall be responsible for the maintenance and upkeep of the grounds and landscaping on the Parish Property.

5. METERING AND PROPORTIONATE UTILITY COST SHARING

5.1 Meters. Parish and Meridian agree to install water, gas and electrical meters to each building and other improvements supplied by such utility, in a manner that is mutually acceptable to both parties. At a minimum, Parish and Meridian shall attempt to separately meter the Parish Property and Meridian Property as much as reasonably possible given the site conditions and costs involved. Each party shall bear a proportionate share of the costs necessary to separately meter the properties.

5.2 Utility Costs – Gas and Electricity.

5.2.1 With Meters. At the time of separate metering, each party shall be solely responsible for its costs for gas and/or electric utilities by account established with each utility provider.

5.2.2 Without Meters. For the provision of gas and electrical service to the Parish Property and Meridian Property that is not separately metered, Parish shall pay to Meridian its proportionate share of all charges and fees incurred for such gas and electrical service based on the amount of square footage of non-separately metered and actively-used improvements, whether a portion of such improvement or the entire improvement is actively used, within the Parish Property to the total square footage of the non-separately metered and actively-used improvements, whether a portion of such improvement or the entire improvement is actively used, on both the Parish Property and Meridian Property.

5.2.3 Invoicing to Parish. Meridian shall provide documentation of all electric and/or gas utility costs charged to Parish for the Parish Property, in the form required

by Parish's Department of Finance. All requests for payment must be submitted timely, supported by adequate documentation (i.e.: invoices, master bills, meter readings and other documents required by Parish) and approved before payment will be made. Payments will be made only from approved documentation within thirty (30) days following submission of approved requests for payment.

- 5.2.4** Proration. For purposes of this Section 5, Schedule "1" attached hereto provides a listing of the buildings and square footage comprising the Meridian Property and Parish Property (with Pelican Park property identified therein). Parish shall cooperate in good faith to add any buildings becoming active to its proration of utility cost sharing. For purposes of this Agreement the area commonly known as the "Group Homes" and the St. Dymphna Chapel are expressly excluded from the square footage calculations, unless and/or until such time as they may be separately metered.

5.3 Utility Costs – Water/Sewer.

- 5.3.1** With Separate Meters. At the time of separate metering, each party shall be solely responsible for its costs for water and sewer services by account established with Parish's "Tammany Utilities". Such rate for water and sewer services shall be the applicable rate per gallon established by Parish's Council Ordinance setting water and sewer rates for Tammany Utilities, as such rates may change by Council Ordinance from time to time.
- 5.3.2** Without Separate Meters. Parish shall install a master meter at each well for measurement of monthly water volume. Meridian's cost of water and sewer service shall be limited to a pro-rata share of the applicable rate per gallon established by Parish's Council Ordinance establishing water and sewer rates for Tammany Utilities, as such rates may change from time to time. Parish's Tammany Utilities shall invoice Meridian for such water and sewer pro-rata usage through its standard billing practices. Meridian's pro-rata share shall be the square footage of the Meridian Property, as it bears to the total square footage of the Meridian Property and Parish Property (including Pelican Park if it is not separately metered for water and sewer services).

6. TERMINATION AND BINDING NATURE

- 6.1** The term of this Agreement shall begin on the date of full execution by both parties hereto and end two (2) years thereafter (the "Term"). This Agreement will continuously and automatically renew for another twelve (12) calendar months at the expiration of the then-current Term, unless either party delivers notice of termination

to the other party at least ninety (90) days in advance of expiration of the then-current Term.

6.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

6.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

6.4 Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate ninety (90) days prior to the date of termination.

6.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

7.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

7.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

7.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

- 7.4** Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 7.5** The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 7.6** No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 7.7** Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 7.8** Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 7.9** Meridian agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of the use of the Kitchen and/or Boiler House, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 7.10** While in the performance of services or carrying out obligations herein, each party shall be acting in the capacity of an independent contractor and not as an employee of the other. No party shall be obliged to any person, firm or corporation for any obligations of the other party arising from the performance of services under this Agreement. No party shall not be authorized to represent the other party with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless expressly authorized in writing.
- 7.11** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

9. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

10. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the Meridian:

MBH of Louisiana Holdings, L.L.C.
1300 Spring Street, Suite 205
Silver Spring, Maryland 20910
Attn: Moiz Doriwala

If to Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

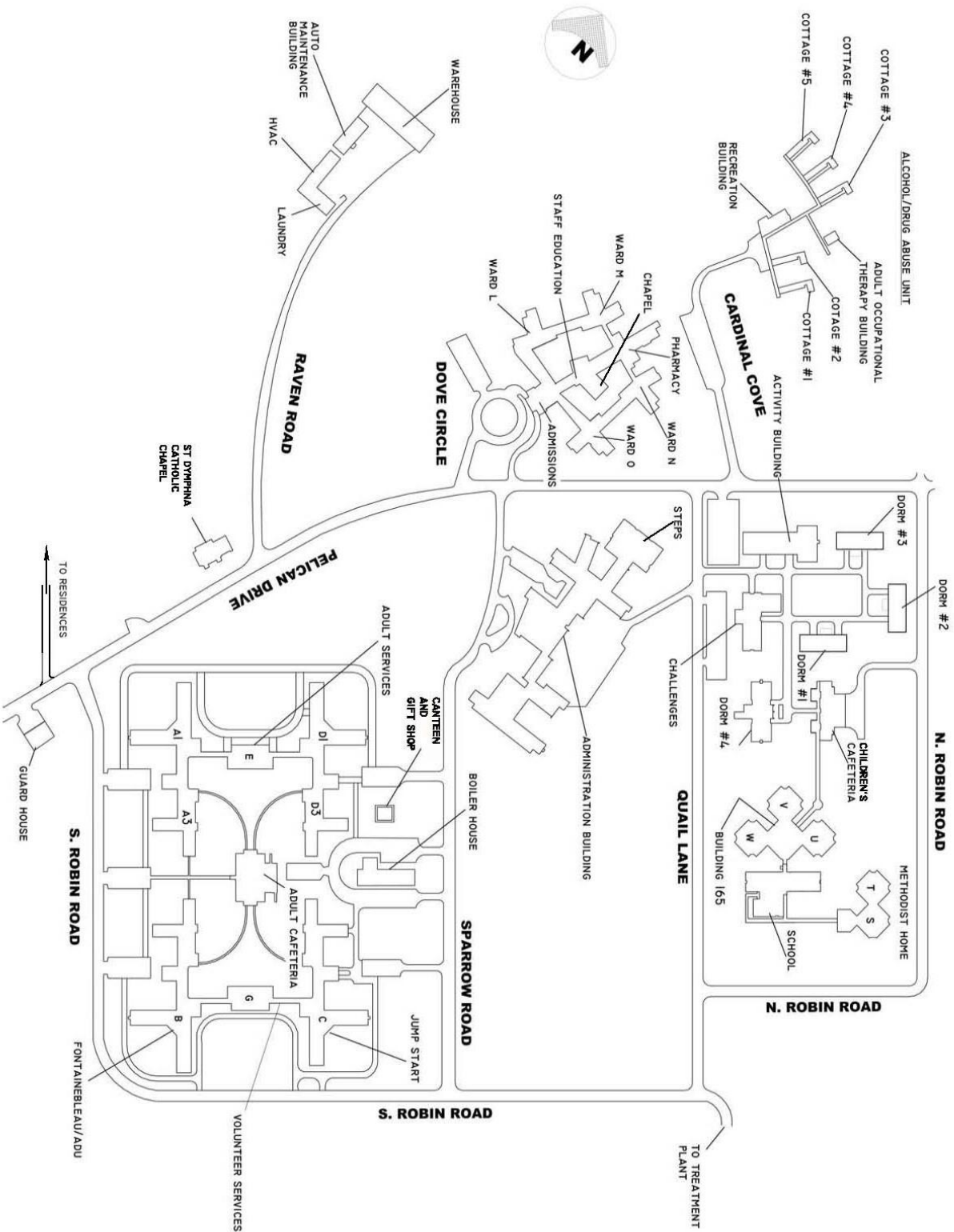
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of _____, 2015 in the presence of the undersigned witnesses.

WITNESSES:	ST. TAMMANY PARISH GOVERNMENT
_____	BY: _____
_____	Patricia P. Brister
	Parish President

THUS DONE AND SIGNED effective as of _____, 2015 in the presence of the undersigned witnesses.

WITNESSES:	MBH OF LOUISIANA HOLDINGS, L.L.C.
_____	BY: _____
_____	Wesley Mason
	Manager



SCHEDULE 1 TO COOPERATIVE ENDEAVOR AGREEMENT

PARISH PROPERTY

<u>NAME</u>	<u>SQUARE FEET</u>	<u>ACTIVE SQUARE FEET</u>
Wards A, D, E	64,090	
Wards B, C, G	64,090	64,090
Adult Cafeteria	9,270	9,270
Boiler House	7,600	7,600
Patient’s Store, Canteen and Gift Shop	1,307	
Guard House	240	
Pool Building & Pump House	700	
Group Homes	Intentionally omitted	Intentionally omitted
St. Dymphna	Intentionally omitted	Intentionally omitted
<u>Pelican Park:</u>		
- Laundry	7,192	7,192
- Automobile Maintenance	1,874	1,874
- Warehouse	12,243	12,243
- Rehabilitation & Maintenance Shop	5,000	5,000
- Cardinal Cove Recreation Building	3,093	3,093
- Cardinal Cove Cottage #1	1,624	1,624
- Cardinal Cove Cottage #2	1,624	1,624
- Cardinal Cove Cottage #3	1,624	1,624
- Cardinal Cove Cottage #4	1,624	1,624
- Cardinal Cove Occupational Therapy	671	671
TOTAL ACTIVE		117,529

MERIDIAN PROPERTY

<u>NAME</u>	<u>SQUARE FEET</u>	
Administration Building	57,086	
Wards L, M, N, O, P, Q	62,500	
Wards S, T	13,764	
Children’s Cafeteria	7,919	
Children’s Home Administration, School, Challenges	11,425	
Activity Building	13,512	
Dorm 1	5,946	
Dorm 2	5,946	
Dorm 3	5,946	
Dorm 4	8,917	
Adolescent Administration & School	12,251	
Adolescent Maintenance	1,345	
Wards U, V, W	21,577	
TOTAL		228,134

EXHIBIT “F”
TENANTS/OCCUPANTS/USERS

- 1) Louisiana United Methodist Children and Family Services, Inc., by Commercial Lease with MBH of Louisiana d/b/a Northlake Behavioral Health System dated January 2, 2013.