

FILED AND RECORDED,  
ST. BERNARD PARISH, LOUISIANA,

0981, FOLIO

MAR 12 2010

LENAR TORRES, CLERK OF COURT & RECORDER,  
CERTIFIED TRUE COPY

BY DEPUTY CLERK

/S/Cheyenne Robin

**ACT OF DONATION**

**BY**

**ARLENE AND JOSEPH MERAUX  
CHARITABLE FOUNDATION**

**TO**

**HOSPITAL SERVICE DISTRICT OF  
ST. BERNARD PARISH, STATE  
OF LOUISIANA**

\* \* \* \* \*

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. BERNARD**

**BE IT KNOWN**, that on this 12th day of March, 2010 (the "**Effective Date**"), before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses personally came and appeared:

**ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION**, a nonprofit corporation organized under the laws of the State of Louisiana, whose address is 417 Friscoville Avenue, Arabi, Louisiana 70032, appearing herein by and through Rita O. Gue, its President and duly authorized representative, pursuant to a resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto (the "**Donor**"); and

**HOSPITAL SERVICE DISTRICT OF ST. BERNARD PARISH, STATE OF LOUISIANA**, a political subdivision of St. Bernard Parish, Louisiana, whose address is 8201 W. Judge Perez Drive, Chalmette, LA 70043, appearing herein by and through Wayne J. Landry, its Chairman and duly authorized representative, pursuant to a resolution of the members of said hospital service district, a certified copy of which is attached hereto (the "**Donee**");

who declared unto me, Notary, that:

**WHEREAS**, the Donor desires to donate its interest in the Property (as hereinafter defined) to the Donee, to serve a charitable purpose in accordance with IRS regulations relating to Donor's 501(c)(3) status, subject to the terms and conditions set forth in this Act of Donation; and

**WHEREAS**, the Donee desires to accept the Donor's donation of its interest in the Property, subject to the terms and conditions set forth in this Act of Donation;

**NOW, THEREFORE**, in consideration of the foregoing and the other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Donation**. Donor does by these presents hereby donate, convey, transfer, set over, and deliver to the Donee, all of Donor's right, title and interest in and to the property more fully described on **Exhibit "A"** attached hereto and made a part hereof, together with all other buildings and improvements now or hereafter situated thereon, together with all fixtures and all other component parts appurtenant to any of the foregoing, and further including all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging (the "**Property**").

**TO HAVE AND TO HOLD** the Property unto Donee and Donee's successors and assigns forever, except as modified hereinafter.

**THE PROPERTY** conveyed herein is being donated "as is, where is," without any warranty whatsoever with respect to the condition of the Property or any of its component parts, and without any warranty whatsoever with respect to the fitness of the Property for any particular or general use or purpose, soil conditions, zoning or other use restrictions, or any environmental matters. Donee has fully inspected the Property and its component parts and is completely satisfied with its current conditions. Donee and Donor jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated.

2. **Acceptance**. Donee does hereby accept Donor's donation of the Property to Donee. Donor and Donee stipulate and agree that the value of the Property is Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per acre.

3. **Purpose of Donation; Conditions to Donation.** Donor hereby donates the Property to Donee for the sole purpose of the construction and operation of a public hospital, including all necessary Ancillary Services (as hereinafter defined), for the citizens of St. Bernard Parish. Donee shall be prohibited from opening a medical office building on the Property prior to the commencement of vertical construction of a public hospital on the Property. Construction of the public hospital shall commence within one (1) year from the date of this Act of Donation. Donee shall be prohibited from selling, transferring or conveying the Property or any portion of it to a third-party without the prior written consent of the Donor. The Property donated by Donor to Donee shall not be re-subdivided, sold or transferred in any form to any other person or entity. The public hospital, including all structures required to accommodate necessary Ancillary Services (as hereinafter defined), shall be owned and operated by the Donee, with all profits inuring solely to the benefit of the Donee. Any and all leases, special service agreements, management contracts and other contracts for services entered into by the Donee shall be at fair market rates, unless otherwise required by the public bid law, with all profits inuring to the benefit of the Donee, in order to insure maximum financial benefit for the long-term success of the public hospital for the residents of St. Bernard Parish. If Donee fails to use the Property for the express purpose for which this donation is made by Donor, or if Donee violates any of the other terms of this donation, Donor shall have the right to demand the return of the donated property pursuant to Louisiana Civil Code Articles 1532 and 1533, as amended, free of any alienations, leases or encumbrances made by Donee or its successors after the donation. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

4. **Continuous Operations.** Donee shall be required to continuously operate a public hospital on the Property. For the purposes of this Act of Donation, Donee shall be deemed to be continuously operating a public hospital on the Property if the public hospital is not closed to use by the public for a consecutive period of time exceeding three hundred sixty-five (365) days, unless such closure is the result of hurricanes, floods, wars, riots, insurrections and/or any other cause beyond the reasonable control of the Donee. Failure of Donee to operate continuously a public hospital on the Property for a period of time exceeding 365 days shall constitute legal grounds for Donor to institute an action for return of the Property, pursuant to Section 3 above. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

5. **Ancillary Services.** Ancillary Services in this Act of Donation shall mean the following medical support services to be provided to individuals: outpatient surgical facilities, diagnostic imaging centers, physician's offices, laboratories, physical therapy centers, radiology centers, or any other services directly related to hospital services and which would not in any way abrogate the charitable intent of the Meraux Foundation. Ancillary Services does not include assisted living, nursing homes and commercial/retail drug stores.

6. **Option.** Donor hereby grants to Donee an option to acquire an additional 8.53 acres of property, as more fully described on **Exhibit "B"** attached hereto and made a part hereof (the "Additional Property"). The acquisition of the Additional Property shall be via an act of donation of such property from Donor to Donee. Donee's right to acquire the Additional Property from Donor shall commence on the date that the public hospital opens on the Property, and shall terminate on the tenth (10<sup>th</sup>) anniversary of the execution of this Act of Donation (the "Option Period"). Donee shall exercise its right to acquire the Additional Property by sending written notice to Donor during the Option Period. The donation of the Additional Property shall occur within thirty (30) days of Donor's receipt of Donee's notice. Donee shall only be permitted to use the Additional Property for expansion of the public hospital and/or for the construction of structures necessary to provide Ancillary Services to the public hospital.

7. **Additional Terms.** The Property and Additional Property are part of a one hundred twenty-four (124) acre tract, more or less, owned by Donor located between West Judge Perez Drive and St. Bernard Highway, (the "Meraux Tract") as more fully described on **Exhibit "C"** attached hereto and made a part hereof. Donor agrees to exempt the Property and Additional Property from any future covenants or restrictions encumbering the Meraux Tract. Additionally, Donor agrees that Donee shall have the exclusive right to operate a hospital, outpatient surgical facility and diagnostic imaging center (collectively, the "Exclusive Services") on the Property, Additional Property and Meraux Tract, and that no other person shall be permitted to operate any Exclusive Services on the Property, Additional Property and Meraux Tract. This provision for Exclusive Services to be provided by HSD shall be a covenant running with the land, for the benefit of the Property and the Additional Property, as the Dominant Estates, with the Meraux Tract as the Servient Estate.

8. **Reservation of Mineral Rights.** Donor reserves unto itself, its successors and assigns, and excepts from this Act of Donation, all of the oil, gas and other minerals in, under and which may be produced from the Property, it being understood, however, that Donor, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under and from the Property by the use of directional drilling methods only, provided, however, that said directional drilling has no adverse impact on the improvements to be constructed on the Property or the Additional Property; and thus Donor hereby waives surface rights. Further, this Act of Donation is subject to any and all existing oil, gas and mineral leases.

The parties hereto waive the production of tax, mortgage, conveyance and other certificates and relieve and release me, Notary, from any and all responsibility and/or liability in connection therewith.

The parties hereto agree and acknowledge that the undersigned Notary has not been required to examine title to the Property conveyed herein, or render an opinion of title

**with respect thereto, and hereby relieve and release the undersigned Notary from any and all responsibility and or liability in connection therewith.**

**[SIGNATURES ON FOLLOWING PAGE]**

## EXHIBIT "A"

### Property Description

A portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B situated in a Portion of Sections 17 and 21, Township 13 South, Range 12 East, St. Helena Meridian, St. Bernard Parish, Louisiana.

Commencing at a point (P.O.C. Iron Rod) on the southerly right of way of West Judge Perez Drive (LA State Highway No. 39); thence N65°48'37"W along said southerly right of way of Judge Perez Drive for a distance of 1,612.73 feet to the northeasterly corner of a servitude for ingress and egress; thence along the easterly boundary of said servitude for ingress and egress S24°12'09"W for a distance of 390.09 feet to the point of beginning (POB); thence S65°47'51"E for a distance of 321.10 feet; thence S24°12'46"W for a distance of 690.00 feet; thence N65°47'51"W for a distance of 730.00 feet; thence N24°12'49"E for a distance of 690.00 feet; thence S65°47'51"E for a distance of 288.90 feet to the southwest corner of the servitude for ingress and egress; thence along the southerly boundary of said servitude for ingress and egress S65°47'51"E for a distance of 120.00 feet to the point of beginning, containing 503,699.813 square feet (11.56 acres) of land more or less.

All in accordance with plan of resubdivision of portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B into Tract M-2 and the remaining portions of the Meraux Airport Tract and a portion of Lots A & B situated in Sections 49, 50, 75 and 76, T12S, R12E, a portion of the Meraux Airport Tract and a portion of Lots A & B, situated in a portion of Sections 17 and 21, T13S, R12E, St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157.

**EXHIBIT "B"**

**Additional Property Description**

W. JUDGE PEREZ DR.

ACCESS SERVITUDE  
(1.07 ACRES)

46,809.286  
S.F.

GUERENGER CANAL  
& CAROLYN PARK  
SUBDIVISION SIDE

288.90' 100' 120' 321.10'

730'

PHASE 1:  
DONATED HOSPITAL SITE  
(11.56 ACRES)

LOT M-2  
(503,700 S.F.)

BUCCANEER  
VILLA  
SUBDIVISION  
SIDE

301.51'

730'

301.68'

PHASE 2:  
POTENTIAL HOSPITAL EXPANSION  
(8.53 ACRES)

439.61'

1,333.19'

491.58'

FUTURE STREET

THE LEGAL DESCRIPTION OF  
THIS PROPERTY WILL BE DONE  
BY A SURVEYOR AT THE TIME  
OF FURTHER SUBDIVISION AND  
DONATION.

NORTH

PROPOSED  
ST. BERNARD PARISH

HOSPITAL SITE

DONATED BY: MERAUX FOUNDATION

TOTAL HOSPITAL SITE = 20.09 A

SCALE: 1" = 200'

"EXHIBIT B"

PROPERTY LINE OF AIRPORT TRACT

**EXHIBIT "C"**

**Meraux Tract**

A portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B situated in a Portion of Sections 17 and 21, Township 13 South, Range 12 East, St. Helena Meridian, St. Bernard Parish, Louisiana, consisting of 124.170 acres, more or less, as shown on one certain official resubdivision plat entitled "Resubdivision of a Portion of the Meraux Airport Tract and a Portion of Lots A and B Situated in Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and Sections 17 and 21, Township 13 South, Range 12 East, Into Lot M-2, a 120 Foot Servitude of Ingress/Egress and a 111.537 Acre Remainder, St. Helena Meridian, St. Bernard Parish, Louisiana", by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157.

**LESS AND EXCEPT** the following:

**The "HSD Property":**

Commencing at a point (P.O.C. Iron Rod) on the southerly right of way of West Judge Perez Drive (LA State Highway No. 39); thence N65°48'37"W along said southerly right of way of Judge Perez Drive for a distance of 1,612.73 feet to the northeasterly corner of a servitude for ingress and egress; thence along the easterly boundary of said servitude for ingress and egress S24°12'09"W for a distance of 390.09 feet to the point of beginning (POB); thence S65°47'51"E for a distance of 321.10 feet; thence S24°12'46"W for a distance of 690.00 feet; thence N65°47'51"W for a distance of 730.00 feet; thence N24°12'49"E for a distance of 690.00 feet; thence S65°47'51"E for a distance of 288.90 feet to the southwest corner of the servitude for ingress and egress; thence along the southerly boundary of said servitude for ingress and egress S65°47'51"E for a distance of 120.00 feet to the point of beginning, containing 503,699.813 square feet (11.56 acres) of land more or less, in accordance with plan of resubdivision of a portion of the Meraux Airport Tract and a portion of Lots A and B situated in Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and Sections 17 and 21, Township 13 South, Range 12 East, into Lot M-2, a 120 Foot Servitude of Ingress/Egress and a 111.537 Acre remainder, St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157., St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157.

**The "Servitude Land":**

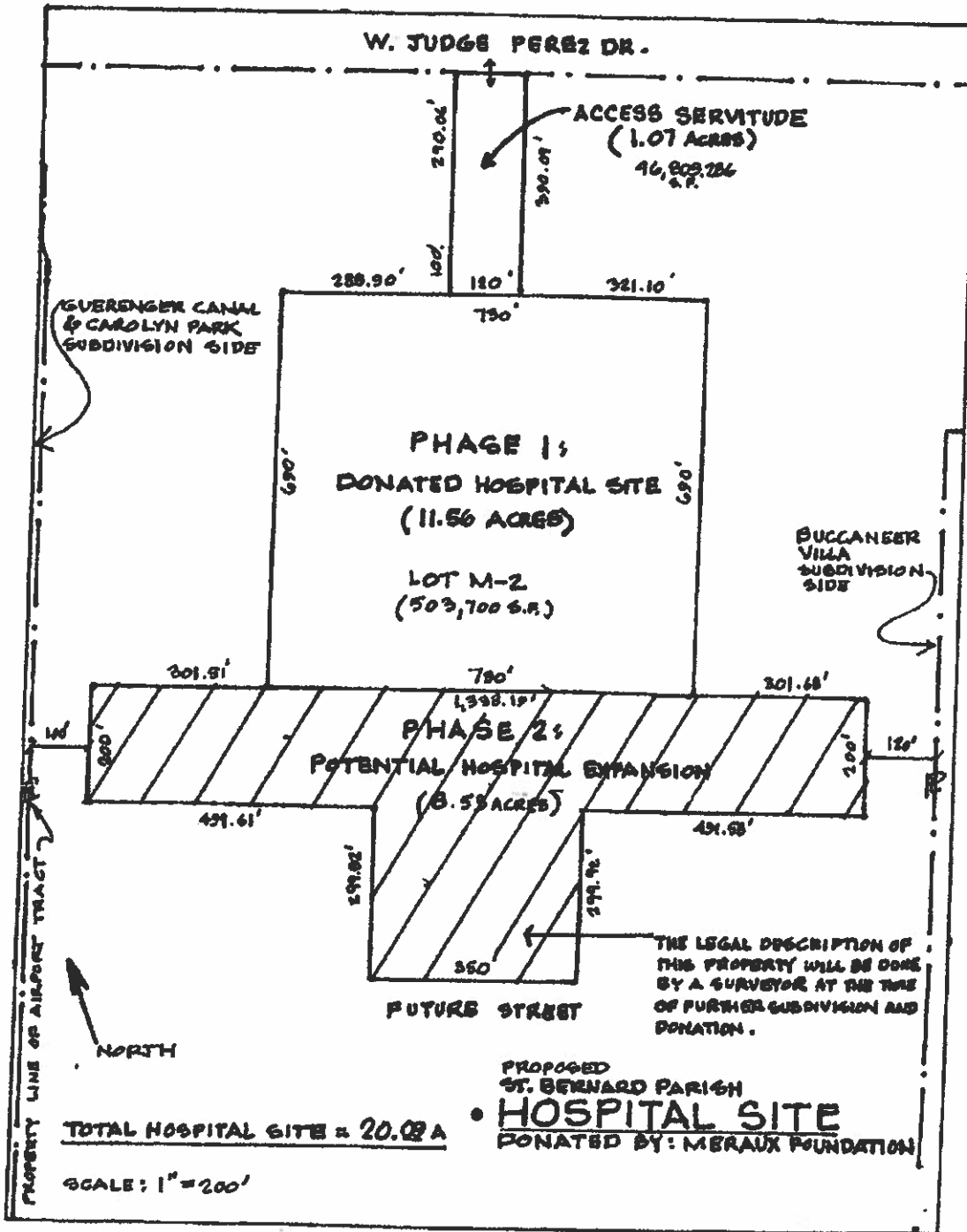
Commencing at a point on the southerly right of way of West Judge Perez Drive (LA State Highway No. 39); thence N65°48'37"W along said southerly right of way of Judge Perez Drive for a distance of 1,612.73 feet to the point of beginning; thence S24°12'09"W for a distance of 390.09 feet; thence N65°47'51"W for a distance of 120.00 feet; thence N24°12'09"E for a distance of 390.06 feet to the aforesaid southerly right of way of West Judge Perez Drive; thence along said southerly right of way of Judge Perez Drive S65°48'37"W for a distance of 120.00 feet to the point of beginning, containing 46,809.286 square feet (1.075 acres) of land, more or less, in accordance with plan of resubdivision of a portion of the Meraux Airport Tract and a portion of Lots A and B situated in Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and Sections 17 and 21, Township 13 South, Range 12 East, into Lot M-2, a 120 Foot Servitude of Ingress/Egress and a 111.537 Acre remainder, St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157., St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157;

and

**The "Additional Property":**

One certain tract of land, consisting of approximately 8.53 acres, more or less, contiguous to the HSD Property (11.56 acre tract) described above, as depicted on the sketch attached hereto and made a part hereof as Schedule 1.

**Schedule 1**  
**Sketch of the "Additional Property"**



**RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE  
ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION**

Upon motion duly made, seconded and adopted unanimously, it was:

**RESOLVED:** That the Foundation shall enter into an Act of Donation of land for a hospital and necessary ancillary services with the Hospital Service District of St. Bernard Parish, State of Louisiana, in the form and substance of the document attached hereto and made a part hereof; and subject to all of its terms and conditions;

**FURTHER RESOLVED:** That the Foundation shall enter into an Access Servitude Agreement with the Hospital Service District of St. Bernard Parish, State of Louisiana, in the form and substance of the document attached hereto and made a part hereof, and subject to all of its terms and conditions, for the purpose of vehicular and pedestrian ingress and egress to and from West Judge Perez Drive (Louisiana Highway 39) over, upon and across the Servitude Land;

**FURTHER RESOLVED:** That the Foundation shall enter into a Construction Servitude Agreement with the Hospital Service District of St. Bernard Parish, State of Louisiana, in the form and substance of the document attached hereto and made a part hereof, and subject to all of its terms and conditions, for use as a temporary construction servitude for access to and from West Judge Perez Drive (Louisiana Highway 39).

**FURTHER RESOLVED:** That Rita O. Gue, President of this Corporation, be and she is fully authorized, in the name of and on behalf of the Foundation, to execute the Act of Donation, Access Servitude Agreement and Construction Servitude Agreement, and with the said Rita O. Gue having full authority to sign any and all required documents and do anything which may be necessary or advisable to carry out fully the purposes of these resolutions.

## CERTIFICATE

I CERTIFY that the above and foregoing resolutions are true and correct extract copies taken from the minutes of the Board of Directors of the Arlene and Joseph Meraux Charitable Foundation, duly called and convened on the 9<sup>th</sup> day of March, 2010, at which a quorum was present, and further, that these resolutions are on this date in full force and effect pursuant to the Articles of Incorporation and By-Laws of this Corporation, as they have been amended.

ATTEST my official signature at Chalmette, Louisiana, on this 9<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
SIDNEY D. TORRES, III, SECRETARY



*St. Bernard Parish Hospital Service District*



Wayne J Landry  
Chairman

8201 West Judge Perez Drive  
Chalmette, LA 70043  
504-941-2899  
Fax 504-278-4209

*Members:*  
George Cavnac  
Ron Chapman  
James DiFatta  
Daniel Dysart

**HOSPITAL SERVICE DISTRICT OF  
ST. BERNARD PARISH, STATE OF LOUISIANA,  
BOARD RESOLUTION**

On the 10<sup>th</sup> day of March, 2010, at a meeting of the Board of Directors of the Hospital Service District of St. Bernard Parish, State of Louisiana ("HSD") held in the St. Bernard Parish Council Chambers, St. Bernard Parish, Louisiana, with a quorum of the Directors present, the following business was conducted.

It was duly moved by Mr. Dysart seconded by Mr. Chapman that the following resolution be adopted:

**RESOLUTION HSD #03-10**

**WHEREAS**, the Arlene and Joseph Meraux Charitable Foundation desires to donate its interest in and to approximately 11.56 acres located in St. Bernard Parish, Louisiana, to HSD to be used as the site for a new public hospital to be constructed and operated by HSD.

**NOW, THEREFORE, BE IT RESOLVED** by the HSD:

1. That the HSD is authorized to execute an Act of Donation by Arlene and Joseph Meraux Charitable Foundation to Hospital Service District of St. Bernard Parish, State of Louisiana transferring approximately 11.56 acres located in St. Bernard Parish, Louisiana, for use as the site for a new public hospital and Ancillary Services (as defined in the Act of Donation) to be constructed and operated by HSD, said property more particularly described as follows:

A portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B situated in a Portion of Sections 17 and 21, Township 13 South, Range 12 East, St. Helena Meridian, St. Bernard Parish, Louisiana.

Commencing at a point (P.O.C. Iron Rod) on the southerly right of way of West Judge Perez Drive (LA State Highway No. 39); thence N65°48'37"W along said southerly right of way of Judge Perez Drive for a distance of 1,612.73 feet to the northeasterly corner of a servitude for ingress and egress; thence along the easterly boundary of said servitude for ingress and egress S24°12'09"W for a distance of 390.09 feet to the point of beginning (POB); thence S68°47'51"E for a distance of 321.10 feet; thence S24°12'46"W for a distance of 690.00 feet; thence N65°47'51"W for a distance of 730.00 feet; thence N24°12'49"E for a distance of 690.00 feet; thence S65°47'51"E for a distance of 288.90 feet to the southwest corner of the servitude for ingress and egress; thence along the southerly boundary of said servitude for ingress and egress S65°47'51"E for a distance of 120.00 feet to the point of beginning, containing 503,699.813 square feet (11.56 acres) of land more or less.

All in accordance with plan of re-subdivision of portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B into Tract M-2 and the remaining portions of the Meraux Airport Tract and a portion of Lots A & B situated in Sections 49, 50, 75 and 76, T12S, R12E. a portion of the Meraux Airport Tract and a portion of Lots A & B, situated in a portion of Sections 17 and 21, T13S, R12E, St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157;

2. That Wayne J. Landry, Chairman of the Board of Directors of HSD is authorized to sign an Act of Donation by Arlene and Joseph Meraux Charitable Foundation to HSD, in the form of Exhibit "A" attached hereto and made a part hereof, subject to receipt and acceptable review by the HSD Chairman of the legal description for the Meraux Tract in the form of Exhibit "C" of the aforementioned donation document.
3. Further resolved that Wayne J. Landry Chairman of the Board of Directors of HSD, is further authorized on behalf of HSD to sign any and all acts and documents that may be necessary to carry out the purposes of these resolutions; and to do and perform each and every other act and thing that may be necessary to carry out these purposes; and to do everything that he may deem necessary or

proper to the consummation of this mandate, all lawful acts done and performed being hereby ratified and confirmed.

The above foregoing resolution having been submitted to a vote, the vote hereon was as follows:

**YEAS:** Cavignac, Chapman, DiFatta, Dysart

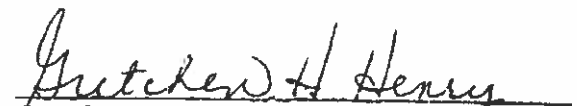
**NAYS:** NONE

**ABSENT:** NONE

The Chairman, Mr. Landry, cast his vote as **YEA**.

The resolution was declared to be adopted on this 10th day of March, 2010.

Attested to by:

  
Gretchen H. Henry, Secretary of Hospital  
Service District of St. Bernard Parish, State  
of Louisiana

**EXHIBIT "A"**  
**FORM OF ACT OF DONATION**

Exhibit "A"

**ACT OF DONATION**

**BY**

**ARLENE AND JOSEPH MERAUX  
CHARITABLE FOUNDATION**

**TO**

**HOSPITAL SERVICE DISTRICT OF  
ST. BERNARD PARISH, STATE  
OF LOUISIANA**

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**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. BERNARD**

**BE IT KNOWN**, that on this 12th day of March, 2010 (the "Effective Date"), before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses personally came and appeared:

**ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION**, a nonprofit corporation organized under the laws of the State of Louisiana, whose address is 417 Friscoville Avenue, Arabi, Louisiana 70032, appearing herein by and through Rita O. Gue, its President and duly authorized representative, pursuant to a resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto (the "Donor"); and

**HOSPITAL SERVICE DISTRICT OF ST. BERNARD PARISH, STATE OF LOUISIANA**, a political subdivision of St. Bernard Parish, Louisiana, whose address is 8201 W. Judge Perez Drive, Chalmette, LA 70043, appearing herein by and through Wayne J. Landry; its Chairman and duly authorized representative, pursuant to a resolution of the members of said hospital service district, a certified copy of which is attached hereto (the "Donee");

who declared unto me, Notary, that:

**WHEREAS**, the Donor desires to donate its interest in the Property (as hereinafter defined) to the Donee, to serve a charitable purpose in accordance with IRS regulations relating to Donor's 501(c)(3) status, subject to the terms and conditions set forth in this Act of Donation; and

**WHEREAS**, the Donee desires to accept the Donor's donation of its interest in the Property, subject to the terms and conditions set forth in this Act of Donation;

**NOW, THEREFORE**, in consideration of the foregoing and the other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Donation.** Donor does by these presents hereby donate, convey, transfer, set over, and deliver to the Donee, all of Donor's right, title and interest in and to the property more fully described on **Exhibit "A"** attached hereto and made a part hereof, together with all other buildings and improvements now or hereafter situated thereon, together with all fixtures and all other component parts appurtenant to any of the foregoing, and further including all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging (the "**Property**").

**TO HAVE AND TO HOLD** the Property unto Donee and Donee's successors and assigns forever, except as modified hereinafter.

**THE PROPERTY** conveyed herein is being donated "as is, where is," without any warranty whatsoever with respect to the condition of the Property or any of its component parts, and without any warranty whatsoever with respect to the fitness of the Property for any particular or general use or purpose, soil conditions, zoning or other use restrictions, or any environmental matters. Donee has fully inspected the Property and its component parts and is completely satisfied with its current conditions. Donee and Donor jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated.

2. **Acceptance.** Donee does hereby accept Donor's donation of the Property to Donee. Donor and Donee stipulate and agree that the value of the Property is Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per acre.

3. **Purpose of Donation; Conditions to Donation.** Donor hereby donates the Property to Donee for the sole purpose of the construction and operation of a public hospital, including all necessary Ancillary Services (as hereinafter defined), for the citizens of St. Bernard Parish. Donee shall be prohibited from opening a medical office building on the Property prior to the commencement of vertical construction of a public hospital on the Property. Construction of the public hospital shall commence within one (1) year from the date of this Act of Donation. Donee shall be prohibited from selling, transferring or conveying the Property or any portion of it to a third-party without the prior written consent of the Donor. The Property donated by Donor to Donee shall not be re-subdivided, sold or transferred in any form to any other person or entity. The public hospital, including all structures required to accommodate necessary Ancillary Services (as hereinafter defined), shall be owned and operated by the Donee, with all profits inuring solely to the benefit of the Donee. Any and all leases, special service agreements, management contracts and other contracts for services entered into by the Donee shall be at fair market rates, unless otherwise required by the public bid law, with all profits inuring to the benefit of the Donee, in order to insure maximum financial benefit for the long-term success of the public hospital for the residents of St. Bernard Parish. If Donee fails to use the Property for the express purpose for which this donation is made by Donor, or if Donee violates any of the other terms of this donation, Donor shall have the right to demand the return of the donated property pursuant to Louisiana Civil Code Articles 1532 and 1533, as amended, free of any alienations, leases or encumbrances made by Donee or its successors after the donation. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

4. **Continuous Operations.** Donee shall be required to continuously operate a public hospital on the Property. For the purposes of this Act of Donation, Donee shall be deemed to be continuously operating a public hospital on the Property if the public hospital is not closed to use by the public for a consecutive period of time exceeding three hundred sixty-five (365) days, unless such closure is the result of hurricanes, floods, wars, riots, insurrections and/or any other cause beyond the reasonable control of the Donee. Failure of Donee to operate continuously a public hospital on the Property for a period of time exceeding 365 days shall constitute legal grounds for Donor to institute an action for return of the Property, pursuant to Section 3 above. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

5. **Ancillary Services.** Ancillary Services in this Act of Donation shall mean the following medical support services to be provided to individuals: outpatient surgical facilities, diagnostic imaging centers, physician's offices, laboratories, physical therapy centers, radiology centers, or any other services directly related to hospital services and which would not in any way abrogate the charitable intent of the Meroux Foundation. Ancillary Services does not include assisted living, nursing homes and commercial/retail drug stores.

6. **Option.** Donor hereby grants to Donee an option to acquire an additional 8.44 acres of property, as more fully described on Exhibit "B" attached hereto and made a part hereof (the "Additional Property"). The acquisition of the Additional Property shall be via an act of donation of such property from Donor to Donee. Donee's right to acquire the Additional Property from Donor shall commence on the date that the public hospital opens on the Property, and shall terminate on the tenth (10<sup>th</sup>) anniversary of the execution of this Act of Donation (the "Option Period"). Donee shall exercise its right to acquire the Additional Property by sending written notice to Donor during the Option Period. The donation of the Additional Property shall occur within thirty (30) days of Donor's receipt of Donee's notice. Donee shall only be permitted to use the Additional Property for expansion of the public hospital and/or for the construction of structures necessary to provide Ancillary Services to the public hospital.

7. **Additional Terms.** The Property and Additional Property are part of a one hundred twenty-two (122) acre tract owned by Donor located between West Judge Perez Drive and St. Bernard Highway, as more fully described on Exhibit "C" attached hereto and made a part hereof (the tract, excepting the Property and Additional Property, is the "Meraux Tract"). Donor agrees to exempt the Property and Additional Property from any future covenants or restrictions encumbering the Meraux Tract. Additionally, Donor agrees that Donee shall have the exclusive right to operate a hospital, outpatient surgical facility and diagnostic imaging center (collectively, the "Exclusive Services") on the Property, Additional Property and Meraux Tract, and that no other person shall be permitted to operate any Exclusive Services on the Meraux Tract. This provision for Exclusive Services to be provided by HSD shall be a covenant running with the land, for the benefit of the Property and the Additional Property, as the Dominant Estates, with the Meraux Tract as the Servient Estate.

8. **Reservation of Mineral Rights.** Donor reserves unto itself, its successors and assigns, and excepts from this Act of Donation, all of the oil, gas and other minerals in, under and which may be produced from the Property, it being understood, however, that Donor, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under and from the Property by the use of directional drilling methods only, provided, however, that said directional drilling has no adverse impact on the improvements to be constructed on the Property or the Additional Property; and thus Donor hereby waives surface rights. Further, this Act of Donation is subject to any and all existing oil, gas and mineral leases.

The parties hereto waive the production of tax, mortgage, conveyance and other certificates and relieve and release me, Notary, from any and all responsibility and/or liability in connection therewith.

The parties hereto agree and acknowledge that the undersigned Notary has not been required to examine title to the Property conveyed herein, or render an opinion of title

with respect thereto, and hereby relieve and release the undersigned Notary from any and all responsibility and or liability in connection therewith.

[SIGNATURES ON FOLLOWING PAGE]

**THUS DONE AND PASSED**, on the date first set forth above in the presence of the undersigned competent witnesses who have hereunto signed their names, together with said appearers and me, Notary, after due reading of the whole.

**WITNESSES (as to all signatures): DONOR:**

Arene and Joseph Meraux Charitable Foundation

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

\_\_\_\_\_  
By: Rita O. Gue  
Title: President

**DONEE:**

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

Hospital Service District of St. Bernard Parish,  
State of Louisiana

\_\_\_\_\_  
By: Wayne J. Landry  
Title: Chairman

\_\_\_\_\_  
Linda M. Sukman, # 58658, St. Bernard Parish  
Notary Public  
My commission expires at death

Exhibits:  
Exhibit "A" - Property Description  
Exhibit "B" - Additional Property Description  
Exhibit "C" - Map/Tract

**EXHIBIT "A"**

**Property Description**

A portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B situated in a Portion of Sections 17 and 21, Township 13 South, Range 12 East, St. Helena Meridian, St. Bernard Parish, Louisiana.

Commencing at a point (P.O.C. Iron Rod) on the southerly right of way of West Judge Perez Drive (LA State Highway No. 39); thence N65°48'37"W along said southerly right of way of Judge Perez Drive for a distance of 1,612.73 feet to the northeasterly corner of a servitude for ingress and egress; thence along the easterly boundary of said servitude for ingress and egress S24°12'09"W for a distance of 390.09 feet to the point of beginning (POB); thence S68°47'51"E for a distance of 321.10 feet; thence S24°12'46"W for a distance of 690.00 feet; thence N65°47'51"W for a distance of 730.00 feet; thence N24°12'49"E for a distance of 690.00 feet; thence S65°47'51"E for a distance of 288.90 feet to the southwest corner of the servitude for ingress and egress; thence along the southerly boundary of said servitude for ingress and egress S65°47'51"E for a distance of 120.00 feet to the point of beginning, containing 503,699.813 square feet (11.56 acres) of land more or less.

All in accordance with plan of resubdivision of portion of the Meraux Airport Tract and a portion of Lots A and B situated in a portion of Sections 49, 50, 75 and 76, Township 12 South, Range 12 East and a Portion of the Meraux Airport Tract and a Portion of Lots A and B into Tract M-2 and the remaining portions of the Meraux Airport Tract and a portion of Lots A & B situated in Sections 49, 50, 75 and 76, T12S, R12E, a portion of the Meraux Airport Tract and a portion of Lots A & B, situated in a portion of Sections 17 and 21, T13S, R12E, St. Helena Meridian, St. Bernard Parish, Louisiana, by BFM Corporation, dated August 14, 2009, revised September 22, 2009, approved by the St. Bernard Parish Planning Commission, under Resolution PC-R-18-09, dated September 22, 2009, and registered in COB 974, folio 157.

W. JUDGE PEREZ DR.

ACCESS SERVITUDE  
(1.07 ACRES)

46,809.286  
S.F.

270.04'  
100'  
120'  
290.07'

288.90' 730' 321.10'

GUERENGER CANAL  
& CAROLYN PARK  
SUBDIVISION SIDE

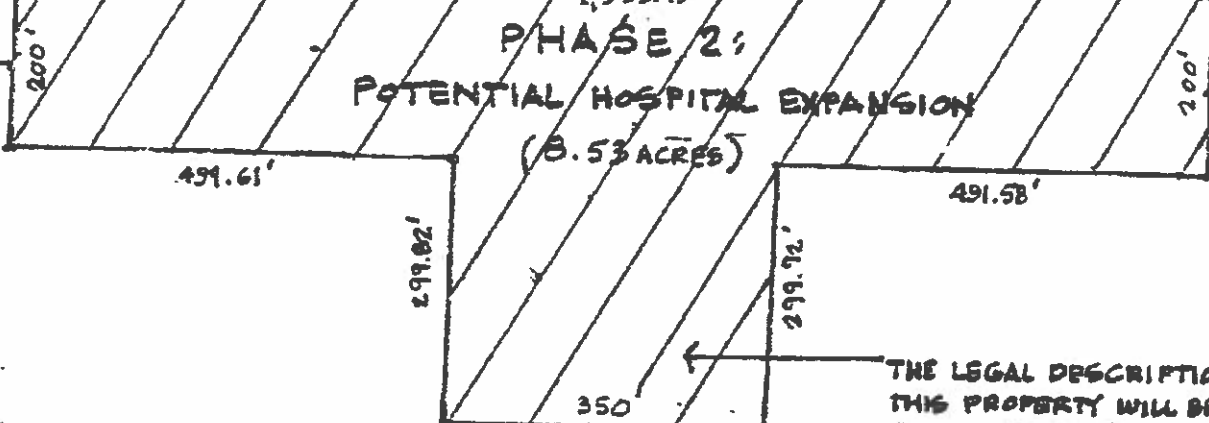
PHASE 1:  
DONATED HOSPITAL SITE  
(11.56 ACRES)

LOT M-2  
(503,700 S.F.)

BUCCANEER  
VILLA  
SUBDIVISION  
SIDE

301.51' 780' 301.68'

PHASE 2:  
POTENTIAL HOSPITAL EXPANSION  
(8.53 ACRES)



THE LEGAL DESCRIPTION OF  
THIS PROPERTY WILL BE DONE  
BY A SURVEYOR AT THE TIME  
OF FURTHER SUBDIVISION AND  
DONATION.

FUTURE STREET

NORTH

PROPOSED  
ST. BERNARD PARISH

HOSPITAL SITE

DONATED BY: MERAUX FOUNDATION

TOTAL HOSPITAL SITE = 20.09 A

SCALE: 1" = 200'

"EXHIBIT B"

PROPERTY LINE OF AIRPORT TRACT

**EXHIBIT "C"**

Meraux Tract

THUS DONE AND PASSED, on the date first set forth above in the presence of the undersigned competent witnesses who have hereunto signed their names, together with said appearers and me, Notary, after due reading of the whole.

WITNESSES (as to all signatures): DONOR:

Arlene and Joseph Meraux Charitable Foundation

Lena R Torres  
Name: LENA R. TORRES

Rita O. Gue  
By: Rita O. Gue  
Title: President

Doris Joitfer  
Name: DORIS JOITFER

DONEE:  
Hospital Service District of St. Bernard Parish,  
State of Louisiana

Wayne J Landry  
By: Wayne J Landry  
Title: Chairman

Linda M. Sukman  
Linda M. Sukman, # 58658, St. Bernard Parish  
Notary Public  
My commission expires at death

CERTIFIED TRUE COPY

Linda M Sukman  
LINDA M. SUKMAN NOTARY PUBLIC  
MY COMMISSION EXPIRES AT DEATH

Exhibits:  
Exhibit "A" - Property Description  
Exhibit "B" - Additional Property Description  
Exhibit "C" - Meraux Tract