

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made and entered into as of _____, 2025 by and between Ochsner Medical Center – Hancock, LLC, a Mississippi limited liability company ("Sublandlord") and City of Diamondhead Mississippi ("Subtenant").

R E C I T A L S:

A. Hancock County, Mississippi, a county and public instrumentality of the State of Mississippi, by and through its Board of Supervisors ("**Landlord**") and Sublandlord are parties to that certain Lease Agreement dated as of September 1, 2017 (the "**Prime Lease**"), whereby Sublandlord leased from Landlord a hospital facility, which includes vacant land, as more particularly shown on Exhibit "A" and more particularly described in the Prime Lease (the "**Premises**") and

B. Sublandlord desires to sublease a portion of the Premises, comprised of approximately 1.3154 acres of vacant land, as more particularly shown on Exhibit "A", (hereinafter referred to as the "**Subleased Premises**") to Subtenant for non-medical use as a dog park, to be operated for the benefit of the citizens and visitors of the City of Diamondhead, Mississippi, on the terms, provisions and conditions set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of rent paid herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant hereby agree as follows:

1. **Subleased Premises.** Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, upon and subject to the terms and conditions of this Sublease.

2. **Term of this Sublease/Extensions.**

(a) The initial term of this Sublease (the "**Initial Sublease Term**") shall commence on the Effective Date (the "**Sublease Commencement Date**") and will continue for the duration of the Prime Lease ("Term").

(b) Notwithstanding the foregoing provisions of this Section 2 or any other provisions of this Sublease to the contrary, this Sublease shall terminate automatically upon termination of the Prime Lease, mutual written agreement of the parties, or by Sublandlord, without cause or penalty, upon ninety (90) days' advance notice to Subtenant.

3. **Sublease Rent; Payment of Sublease Rent**

(a) As of the Sublease Commencement Date, the Subtenant shall pay rent ("**Sublease Base Rent**") in the amount of \$1 per year.

(i) Subtenant shall be required to pay all payments due hereunder to Sublandlord at least two (2) days prior to the date Sublandlord is required to pay the Base Rent and, if applicable, Additional Charges pursuant to the Prime Lease.

(ii) All amounts due by Subtenant pursuant to this Section shall hereinafter be referred to as the "**Sublease Rent**".

(b) If Landlord provides Sublandlord an abatement or credit against rent under the Prime Lease whereby Sublandlord's rent (or a portion thereof) that is allocable to the Subleased Premises is abated, credited or otherwise offset under the Prime Lease, then the Sublease Rent (or the applicable proportion thereof) shall be directly and proportionately abated, credited or otherwise offset.

(c) Subtenant shall be responsible for the payment of any and all amounts or charges arising from utilities and other services and allocable to the Subleased Premises. Subtenant shall be responsible for contracting and paying for all utilities and services, unless otherwise agreed in writing. Unless otherwise agreed in writing between Sublandlord and Subtenant, it is the intention of the parties that Subtenant shall perform all maintenance and repairs required for the use and operation of the Subleased Premises and/or under the Prime Lease.

(d) It is the intent of the parties that this Sublease and the donations contemplated hereby shall for all purposes be treated as charitable donations made to an organization organized and operated under Section 501(c)(3) of the IRS Code. It is intended that the charitable donations made by this Agreement be used for charitable, educational or scientific purposes as permitted to an organization organized and operated under Section 501(c)(3) of the IRS Code.

4. **Prime Lease.**

(a) This Sublease is subject and subordinate to the terms, provisions and conditions of the Prime Lease, to the rights of Landlord thereunder and to all financing of Landlord in connection with the Subleased Premises. The provisions of the Prime Lease are incorporated by this reference into this Sublease as if completely restated herein, provided that some of the provisions of the Prime Lease are specifically incorporated as modified herein or subject to specific terms and conditions as stated in this Sublease. Notwithstanding the foregoing, the following sections or provisions of the Prime Lease are not incorporated herein and do not form a part of this Sublease except to the extent that they are expressly identified and addressed in this Sublease: (i) any provisions that are superseded by or in direct conflict with the provisions of this Sublease; (ii) any right to assign the Prime Lease or sublet the Subleased Premises; and (iii) any right of cancellation or termination of the Prime Lease arising from any provision relating to casualty or condemnation.

(b) Except as otherwise provided herein, all of the obligations of Sublandlord under the Prime Lease shall be binding upon Subtenant.

(c) Sublandlord has provided Subtenant with a true, correct and complete copy of the Prime Lease, including all amendments and modifications thereto. So long as this Sublease is in full force and effect, Sublandlord will not enter into any amendment, modification or other agreement which affects Subtenant's obligations or use of the Subleased Premises, without the prior written consent of Subtenant.

5. **Use.** Subtenant shall use and occupy the Subleased Premises for non-medical use as a dog park, to be operated for the benefit of the citizens and visitors of the City of Diamondhead, Mississippi and in strict accordance with the terms and conditions of the Prime Lease.

6. **[intentionally omitted]**

7. **Condition of the Subleased Premises; Surrender.**

(a) Subtenant shall make all repairs or replacements, and shall be responsible for all maintenance, required for the use and operation of the Subleased Premises. All repairs, replacement and maintenance shall be made in a good and workmanlike manner, and shall comply with any requirements under the Prime Lease.

(b) Subtenant will not permit any Hazardous Materials to be brought upon, stored, or used in the Subleased Premises during its occupancy of the Subleased Premises, except for those Hazardous Materials necessary for the intended use, which Subtenant shall dispose of in compliance with all applicable laws and regulations. For Subleased Premises not owned by Sublandlord or an affiliate of Sublandlord, Sublandlord represents and warrants that Sublandlord has no actual knowledge of Hazardous Materials located in or about the Subleased Premises as of the Commencement Date, except for those Hazardous Materials necessary for the intended use, which Sublandlord represents and warrants are stored in compliance with all applicable laws and regulations. Subtenant will not permit any Hazardous Materials to be brought upon, stored, or used in the Leased Premises during its occupancy of the Leased Premises, except for those Hazardous Materials necessary for the intended use, which Subtenant shall dispose of in compliance with all applicable laws and regulations.

(i) The term "Hazardous Materials" means any material or substance that is:

(1) defined as a hazardous substance under any law of the state of Louisiana;

(2) petroleum;

(3) asbestos;

(4) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321);

(5) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903);

(6) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; or

(7) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq.

(c) Upon the expiration of the Prime Lease or the date of termination of Subtenant’s right to possession, as applicable, by reason of an Event of Default hereunder or any other reason, Subtenant shall surrender the Subleased Premises in the condition required for surrender in the Prime Lease. Subtenant shall be liable to Sublandlord for any excess rent and damages caused by Subtenant’s failure to timely surrender the Subleased Premises in the condition required herein.

8. Default

(a) In addition to any events or occurrences which constitute a default under the terms of the Prime Lease (which have been incorporated into this Sublease by reference), if any other event occurs (after expiration of any applicable period of notice and cure) which involves Subtenant or the Subleased Premises and which would constitute a default under the Prime Lease if it involved Sublandlord or the Premises, such event, termination or expiration shall constitute an “**Event of Default**” hereunder, and Sublandlord may exercise, without limitation of any other rights and remedies available to it hereunder or at law or in equity, any and all rights and remedies of Landlord set forth in the Prime Lease in the event of a default by Sublandlord thereunder. In addition, in the event Subtenant fails or refuses to make any payment or perform any covenant or agreement to be performed hereunder by Subtenant and such failure or refusal is not cured within thirty (30) days of receiving written notice of the same from Sublandlord, such shall constitute an “**Event of Default**” hereunder, and Sublandlord may make such payment or undertake to perform such covenant or agreement (but shall not have any obligation to Subtenant to do so). In such event, amounts so paid and amounts expended in undertaking such performance, together with all costs, expenses and attorneys’ fees incurred by Sublandlord in connection therewith, shall be Sublease Rent hereunder, and shall be immediately due and payable from Subtenant to Sublandlord.

(b) In the event Sublandlord fails or refuses to make any payment or perform any covenant or agreement to be performed hereunder by Sublandlord, or fails or refuses to make any payment or perform any covenant or agreement to be performed under the Prime Lease within the shorter of: (i) any cure period outlined in the Prime Lease, or (ii) thirty (30) calendar days after Subtenant or Landlord gives Sublandlord written notice

thereof, Subtenant shall have the right to: perform such obligation and withhold Sublease Rent in the amount equal to the cost of performing such obligation together with all costs, expenses and attorneys' fees incurred by Subtenant in connection therewith, withhold Sublease Rent unless or until Sublandlord cures the default, or exercise any other rights available to Subtenant by operation of law.

9. **Fire or Casualty; Eminent Domain.**

(a) All determinations and elections regarding casualty and condemnation shall be made pursuant to the term of the Prime Lease. Subtenant shall immediately inform Sublandlord of any fire or casualty on the Subleased Premises.

(b) If this Sublease is not terminated pursuant to the casualty and condemnation section of the Prime Lease following a casualty or partial taking, Landlord's obligations under the casualty and condemnation section of the Prime Lease shall remain the obligations of Landlord and shall not be any obligation of Sublandlord. In this regard, Sublandlord shall use reasonable efforts to cause Landlord to perform any rebuilding, repair or restoration obligations under the casualty and condemnation section of the Prime Lease, but Sublandlord shall not be liable to Subtenant, and Subtenant shall not have any right to terminate this Sublease by reason of Landlord's failure to perform its obligations under such sections of the Prime Lease.

10. **Insurance and Indemnity.**

(a) **Waiver of Subrogation.** Anything in this Sublease to the contrary notwithstanding, Sublandlord and Subtenant each hereby waive any and all rights of recovery, claims, actions or causes of action against the other and the officers, directors, partners, agents and employees of each of them, and Subtenant hereby waives any and all rights of recovery, claims, actions or causes of action against Landlord and its agents and employees for any loss or damage that may occur to the Subleased Premises, or any improvements thereto, or any personal property of any person therein, by reason of fire, the elements or any other cause insured against under valid and collectible fire and extended coverage insurance policies, regardless of cause or origin, including negligence, except in any case which would render this waiver void under law, to the extent that such loss or damage is actually recovered under said insurance policies (or is applied to any deductible associated with such insurance).

(b) **Indemnity.**

(i) Subtenant agrees to indemnify, defend and hold harmless Sublandlord, Landlord and their respective officers, directors, partners, members, agents and employees, from and against any and all claims, demands, costs and expenses of every kind and nature, including attorneys' fees and litigation expenses, arising from Subtenant's (and any of its employee's, contractor's, and representative's) use, operation or occupancy of the Subleased Premises or the Building, or from any breach or default on the part of Subtenant in the performance of any agreement or covenant of Subtenant to be performed under this Sublease. In

case any such proceeding is brought against any of said indemnified parties, Subtenant covenants, if requested by Sublandlord, to defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to the party to be indemnified hereunder. Subtenant's obligations hereunder shall survive the expiration or earlier termination of this Sublease.

(ii) Sublandlord agrees to indemnify, defend and hold harmless Subtenant and its respective officers, directors, partners, members, agents and employees, from and against any and all claims, demands, costs and expenses of every kind and nature, including attorneys' fees and litigation expenses, arising from any breach or default on the part of Sublandlord in the performance of any agreement or covenant of Sublandlord to be performed under this Sublease. In case any such proceeding is brought against any of said indemnified parties, Sublandlord covenants, if requested by Subtenant, to defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to the party to be indemnified hereunder. Sublandlord's obligations hereunder shall survive the expiration or earlier termination of this Sublease.

(c) Insurance Policies. As an ongoing condition of this Sublease, Subtenant shall procure and maintain the following types of insurance according to the terms:

(i) Commercial General Liability Insurance. Except as otherwise provided herein regarding additional insurance, commercial general liability insurance insuring against injuries or damages to persons or property sustained in, on or about the Premises and the appurtenances thereto, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) and in aggregate for bodily injury and premises damage liability.

(ii) Casualty Insurance. An "All Risk" policy, at full replacement value, for the Premises.

(iii) Construction. During construction of any alterations or improvements of a structural nature, Tenant or its general contractor or construction manager shall keep in place (i) commercial all-risk builders risk insurance including collapse for one hundred percent (100%) of the completed value, (ii) workers' compensation insurance providing statutory Mississippi State benefits for all persons employed in connection with the construction at the Premises and employer's liability insurance in an amount not less than that required by Mississippi State law, with coverage to be listed in the underlying schedule (if applicable) of any umbrella or following form excess policy and (iii) additional insurance of the types required under subsections (a) and (b) above such that a Five Million Dollar (\$5,000,000.00) single limit is obtained.

(d) Terms of Insurance. As an ongoing condition of the Sublease, all insurance policies required hereunder (other than workers' compensation) shall name Sublandlord, its officers, principals, attorneys, agents, employees or other representatives, as additional insureds to the extent their interests may appear. To the full extent of

deductibles or self-insurance, Subtenant shall be obligated to Sublandlord under this Lease as if those amounts and items were fully insured. As of the Effective Date and annually thereafter, upon receipt of written notice from Sublandlord, Subtenant shall provide to Sublandlord certificates of insurance for all policies obtained by Subtenant hereunder. Further, all policies of insurance described above shall throughout the term of the Sublease:

(i) Be written as primary policies not contributing with and not in excess of coverage that Sublandlord may carry;

(ii) Expressly provide that Sublandlord shall not be required to give notice of accidents or claims to any insurer and that Sublandlord shall have no liability for premiums; and

(iii) Be written by insurance companies that are either licensed in the State of Mississippi or are approved, non-admitted insurers in the State of Mississippi and having a

(iv) Best's rating of A/VIII (8) or better (or equivalent if acceptable to Sublandlord in its reasonable

(e) Blanket or Umbrella Policies. Any of the insurance required by this Sublease may be effected, at the option of Subtenant, by (a) using a combination of self-insured retentions and/or excess, blanket or umbrella policies covering the Premises and other properties owned or leased by Subtenant, provided that such policies (i) are issued to Subtenant by insurance companies meeting the requirements set forth in this Article 5, (ii) allocate the minimum coverage required by this Article to the Premises, and (iii) meet the minimum requirements described in this Article, or (b) providing such insurance through any self-insurance program of Subtenant thereof.

11. **Default by Sublandlord.** Sublandlord shall provide Subtenant prompt notice of any default notices given or received by Sublandlord with respect to the Prime Lease. Subtenant shall indemnify, defend and hold Sublandlord harmless from any costs, expenses, damages, liabilities, claims and causes of actions arising in any way with respect to any actual or alleged default by Sublandlord under the Prime Lease caused by any act or omission of Subtenant.

12. **Commissions.** Subtenant represents and warrants to Sublandlord that it has not dealt with any broker or agent in connection with the negotiation or execution of this Sublease. Subtenant shall indemnify Sublandlord against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Subtenant.

13. **Subordination and Attornment.**

(a) This Sublease is and shall be subject and subordinate at all times to (i) the Prime Lease and all terms, provisions and exceptions stated therein, and (ii) any mortgage

that may now exist or hereafter be placed upon, and encumber, any or all of the Premises or the Subleased Premises. In addition, Subtenant shall (i) from time to time upon request of Sublandlord furnish within ten (10) days from request an estoppel certificate in form and content reasonably acceptable to Landlord or any lender to Landlord relating to this Sublease, (ii) in the event that Subtenant receives a written notice from Landlord or Landlord's successor or assign, if any, stating that an Event of Default has occurred under the Prime Lease, Subtenant shall thereafter be obligated to pay all rentals accruing under this Sublease directly to the party giving such notice, or as such party may direct (all rentals received from Subtenant by Landlord or Landlord's successor or assign, if any, as the case may be, shall be credited against the amounts owing by Sublandlord under the Prime Lease).

(b) Within twenty (20) days after request by Subtenant, Sublandlord shall request Landlord and any existing mortgagee of Landlord to execute and deliver to Subtenant a Non-Disturbance and Attornment Agreement relating to this Sublease, in a form reasonably acceptable to Landlord, Landlord's mortgagee, Sublandlord and Subtenant, as applicable. Within twenty (20) days after request of Sublandlord, Subtenant shall enter into a Subordination, Non-Disturbance and Attornment Agreement with any lender of Landlord or Sublandlord in a form reasonably acceptable to such lender and Subtenant, whereby (x) Subtenant subordinates this Sublease and all of its rights and estates hereunder to each such mortgage that encumbers the Premises, the Subleased Premises or any part thereof and agrees with each such lender that Subtenant will attorn to and recognize such lender or the purchaser at any foreclosure sale or any sale under a power of sale contained in any such mortgage or deed of trust, as the case may be, as Landlord under the Prime Lease for the balance of the term then remaining, or if applicable, as Sublandlord under this Sublease for the balance of the term then remaining, in each case, subject to all the terms and provisions of this Sublease, and (y) such lender shall agree that Subtenant shall not be disturbed in peaceful enjoyment of the applicable portion of the Premises or Subleased Premises, as applicable, nor shall this Sublease be terminated or cancelled at any time, except as specified in this Sublease.

14. **Miscellaneous.**

(a) **Notices.** All notices and other communications given pursuant to this Sublease shall be in writing and shall be (1) deposited with a nationally-recognized overnight courier that monitors delivery, and addressed to the parties hereto at the addresses set forth below; (2) hand delivered to the intended address; or (3) U.S. certified mail. Notices sent by overnight courier shall be effective upon deposit with such courier and all other notices shall be effective upon delivery to the address of the addressee, provided that if the receiving party denies delivery of any notice, such delivery shall be deemed received on the date of such denial. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(b) All such notices or consents shall be addressed as follows or to such other address as to which either Party may have notified the other in writing:

If to Subtenant: City of Diamondhead, Mississippi

Attn: City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

If to Sublandlord: Ochsner Clinic Foundation
1450 Poydras Street, Suite 300
New Orleans, LA 70112
Attn: Real Estate Department

With a copy to:
Ochsner Clinic Foundation
Office of Legal Affairs
1450 Poydras Street, Suite 2250
New Orleans, LA 70112
Attn: General Counsel

(c) **Waiver.** Waiver of one breach of a term, condition or covenant of this Sublease by either party hereto shall be limited to the particular instance and shall not be deemed to waive future breaches of the same or other terms or conditions.

(d) **No Encumbrance.** Subtenant shall not voluntarily or by operation of law, mortgage or otherwise encumber all or any part of Subtenant's interest in this Sublease or the Subleased Premises.

(e) **Governing Law.** This Sublease shall be governed by and construed in accordance with the laws of State of Mississippi.

(f) **Successors and Assigns.** This Sublease shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

(g) **Recordation.** This Sublease shall not be recorded. At the request of either party hereto, both parties will execute a notice of this Sublease containing the information set out in La. R.S. § 9:2742. Such may be recorded at the cost of the party desiring recordation. If such notice is recorded by either party, Subtenant will execute and deliver to Sublandlord at the end of the term of this Sublease any document that Sublandlord may require to terminate such notice and this Sublease.

(h) **Invalidity.** If any one or more of the provisions contained in this Sublease is for any reason held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Sublease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) **Time.** Time is of the essence in the performance of this Sublease.

(j) **Complete Agreement.** This Sublease constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements. This Sublease supersedes all written and oral statements, and no representation, statement, condition or warranty omitted from this Sublease shall be binding on the parties hereto or have any force or effect whatsoever.

(k) **Captions.** The captions in this Sublease are for convenience of reference only and the words contained herein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope of intent of this Sublease.

(l) **Capitalized Terms; Other Terms.** All terms used herein with initial capital letters that are not specifically defined herein shall have the same meanings attributed to those terms in the Prime Lease, provided that the same are not in conflict with the terms and provisions of this Sublease. The terms "herein," "hereof," "hereunder," "hereby," "this Sublease" and other similar references shall be construed to mean and include this Sublease and all amendments thereof and supplements thereto unless the context clearly indicates or requires otherwise. Each reference to "including" means "including, without limitation" and to "terms" means "terms, provisions, covenants and agreements". All references to "Articles" and "Sections" contained in this Sublease are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Sublease. Whenever in this Sublease the singular number is used, the same shall include the plural where appropriate (and vice versa), and words of any gender shall include each other gender where appropriate. All references to "Exhibit(s)" and "Schedule(s)" are, unless specifically indicated otherwise, references to exhibits, schedules, and attachments to this Sublease, which are incorporated into this Sublease by each such reference.

(m) **Signage.** Subtenant shall be permitted to install any additional signage Sublandlord is entitled to install as provided in the Prime Lease, subject to Sublandlord's discretion and prior written approval.

(n) Intentionally omitted.

(o) Intentionally omitted.

(p) **Compliance with Laws and Regulations.**

(i) **In General.** During the Sublease Term, each party shall comply with applicable federal, state and local laws and regulations.

(ii) **No Violation of Law.** Each party represents and warrants to the other party that it shall not knowingly violate any federal, state or local laws or regulations by entering into this Sublease or performing its obligations hereunder.

(iii) **Exclusion, Debarment, or Suspension.** Each party represents and warrants that neither it nor any of its employees or agents have been excluded from

participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs, nor been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each party shall promptly notify the other party in the event that such party or any employee or agent of such party is excluded from participation in, or is otherwise unable to participate in, a federal health care program, or is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. In the event that Subtenant is so excluded, debarred, suspended or can no longer participate in any federal health care program, Sublandlord shall have the right immediately to terminate this Sublease.

(iv) No Condition of Referrals. This Sublease is not and shall not be conditioned on Landlord or Tenant (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other, or (iii) otherwise generating business for the other.

(q) Multiple Counterparts. This Sublease may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. An electronic transmission shall be binding on the party or parties whose signatures appear thereon.

(r) Non-Discrimination. Landlord and Tenant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Landlord and Tenant each agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

*REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOWS.*

IN WITNESS WHEREOF, the undersigned has executed this Sublease in the presence of the undersigned competent witnesses as of the date first above written.

SUBLANDLORD:
Ochsner Medical Center-Hancock, LLC
a Mississippi limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Sublease in the presence of the undersigned competent witnesses as of the date first above written.

SUBTENANT:
City of Diamondhead Mississippi

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Sublease in the presence of the undersigned competent witnesses as of the date first above written.

ACKNOWLEDGED BY LANDLORD:

Hancock County, Mississippi, a county and public instrumentality of the State of Mississippi, by and through its Board of Supervisors

By: _____

Name: _____

Date: _____

